



Agenda

Greenville City Council

October 5, 2015
6:00 PM
City Council Chambers
200 West Fifth Street

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I. Call Meeting To Order

II. Invocation - Council Member Smiley

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 August 10, 2015 City Council meeting
2. Approval of Transferring the Reporting Authority for the Firefighters Relief Fund Municipal Board of Trustees Report from the Clerk/Finance Officer to the Fire Chief
3. Resolution approving the grant of temporary easements to the North Carolina Department of Transportation in connection with the Tenth Street Connector Project
4. Resolution to accept a grant from the Governor's Highway Safety Program to be used for

implementation of the Bike Safe NC Program

5. Acceptance of a four-year grant from the Community Oriented Policing Services (COPS) Office to hire four new police officers
6. Resolution approving the execution of a municipal agreement with the North Carolina Department of Transportation for Section 5303 Planning Grant Funds
7. Renewal of Microsoft Enterprise Agreement for City-Owned Microsoft Software
8. Renewal of contract with Greenville Auto Auction for sale of surplus vehicles
9. Resolution declaring thirteen vehicles as surplus and authorizing disposition by public auction
10. Ordinance amending Greenville Utilities Commission's FY 2015-16 Budget (Ordinance #15-033), Capital Projects Budget for OPTICS Project Phase 3A (Ordinance #13-023), and Capital Projects Budget for OPTICS Project Phase 3B (Ordinance #14-034)
11. Various tax refunds greater than \$100
12. Ordinance adopting budgets for the funds that were established in the City's new financial Enterprise Resource Planning (ERP) system effective fiscal year 2015-2016 and beyond
13. Budget ordinance amendment #3 to the 2015-2016 City of Greenville budget (Ordinance #15-032), amendment to the Special Revenue Grant Fund (Ordinance #11-003), and amendment to the Community Development Capital Projects Fund (Ordinance #15-053), the Public Works Capital Projects Fund (Ordinance #15-053), and the Recreation and Parks Capital Projects Fund (Ordinance #15-053)

VII. New Business

14. Presentation by Boards and Commissions
 - a. Public Transportation and Parking Commission
15. Offer by Taft-Ward Investments, LLC to purchase property located on West Fifth Street and Albemarle Avenue
16. Ordinance to amend City Code Section 12-2-37, Animal Traps Available to Public

VIII. Review of October 8, 2015, City Council Agenda

IX. Comments from Mayor and City Council

X. City Manager's Report

17. Monthly Update on Performance Management System

XI. Adjournment



City of Greenville, North Carolina

Meeting Date: 10/5/2015
Time: 6:00 PM

Title of Item: Minutes from the August 10, 2015 City Council meeting

Explanation: Proposed minutes from the August 10, 2015 City Council meeting are presented for review and approval.

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

Recommendation: Review and approve proposed minutes from a City Council meeting held on August 10, 2015

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[Proposed_Minutes_of_August_10_2015_City_Council_Meeting_1005978](#)

PROPOSED MINUTES
MEETING OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
MONDAY, AUGUST 10, 2015



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 silent prayer led by Mayor Pro-Tem Calvin Mercer and the Pledge of Allegiance to the flag.

Those Present:

Mayor Allen M. Thomas; Mayor Pro-Tem Calvin R. Mercer; Council Member Rose H. Glover; Council Member Kandie D. Smith; 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 requested that a personnel item be added to the Closed Session.

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

PUBLIC COMMENT PERIOD

David Barham – No Address Given

Mr. Barham made comments about noise pollution and light pollution, stating that if an environmentalist sees a firecracker going off, he/she believes it is an atom bomb. An example of light pollution is, while flying over a Trade Mart in Greenville, a little light flickers outside of the canopy over the gas pumps whereas the light should go straight down to the concrete. He has not heard any environmentalists make any comments about an East Carolina University football game at night, when the light pollution can be seen from the moon. How far back towards the Stone Ages do environmentalists want people to go?

Anna Barrett

As a concerned parent, Ms. Barrett reported that during September 2014, her daughter had a respiratory infection shortly after participating in a program at the Little Willie Center. She is concerned about the serious issues at the Little Willie Center and the report submitted by risk management. She wants the City of Greenville and the Little Willie Center working together to address these issues. The healthcare and safety of the children should be top priority.

Terry Boardman

Mr. Boardman summarized the following document, which was submitted to City Clerk Carol Barwick:

“COPY”

Public Presentation

This Council has voted for twelve (12) fee and tax increases in the past TWO years. They are:

1. Voted a Large 2014 Privilege Tax Increase (State overruled-REASON-municipal Greed)
2. Voted a 2% (1 cent) 2015 capital fund increase to property taxes
3. Voted a 2% (1 cent) tax increase for State action on excessive privilege taxes (not needed-reversed year later)
4. Voted a 2014 9% sanitation fee increase
5. Voted a 2014 15% stormwater fee increase
6. Voted a GUC 5% 2015 water increase
7. Voted a GUC 6% 2015 sewer increase
8. Voted a 2015 5% sanitation fee increase
9. Voted a 2015 13% stormwater fee increase
10. Voted a proposed 5% (2.5 cents) increase to pay for the 2015 bonds, if approved by taxpayers
11. Voted a 2016 3% sanitation fee increase
12. Voted a 2016 10% stormwater fee increase

This Council has voted for twelve (12) fee and tax increases in the past TWO years.

I went back to the videos and in most cases you were warned that you were being greedy and hurting the citizens. You did it anyway! SAD...

“COPY”

Mr. Boardman stated that if he is a president of a company, who wants to bring 100-200 employees to this City with this type of record of increases in fees and taxes, he would not bring his company to Greenville. The City has a difficult time with its transportation



system and where the City is sitting to attract businesses presently, it does not help when taxes and fees have been increased 12 times in two years. This is not acceptable.

John Joseph Laffiteau - Rodeway Inn and Suites, 301 Greenville Blvd. SE

Mr. Laffiteau submitted a document to City Clerk Carol Barwick and stated that he has addressed the City Council on several occasions about a personnel matter that arose at the Sheppard Memorial Library. The Library staff misinterpreted his conduct during one of his 2,600 visits to the Library. He apologized for previously stating that he received no responses from the Library staff regarding this matter. He received a letter from City Attorney David Holec regarding his meeting with Director of Libraries Greg Needham. Also, he received some correspondence from the Library. He still feels that these responses do not address the heart of the matter.

CONSENT AGENDA

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

- Minutes from the March 19, May 11, May 26, and June 8, 2015 City Council meetings and the April 20, 2015 Joint City Council/Greenville Utilities Commission meeting
- Ordinance enacting and adopting Supplement Number 2015-S7 to the City of Greenville Code of Ordinances – (Ordinance No. 15-034)
- Resolution amending the Assignment of Classes to Pay Grades and Ranges (Pay Plan) and approval of reclassification requests – (Removed for Separate Discussion)
- Resolution approving exchange of property near Ashton Woods Apartments – (Resolution No. 036-15)
- Extension of and Amendment to Memorandum of Understanding with East Carolina University relating to the Lucille W. Gorham Intergenerational Center – (Removed for Separate Discussion)
- Resolution approving the lease agreement with the State of North Carolina for the first floor of the Lessie Bass Building located at 1100 Ward Street – (Resolution No. 037-15; Contract No. 2137)
- Resolution approving the lease agreement with the State of North Carolina for the school building at the Lucille W. Gorham Intergenerational Center – (Resolution No. 038-15; Contract No. 2138)
- Resolution approving a lease agreement with the Pitt County Law Enforcement Officers' Association for property on Port Terminal Road – (Resolution No. 039-15)



- Renewal of Uptown Greenville Contract for Services – (Contract No. 2132)
- Resolution amending the Policy and Guidelines for Naming or Renaming of Parks, Recreation Facilities, and Features Within Parks – (Removed for Separate Discussion)
- Resolution authorizing an application under the State Revolving Fund Loan Program for Greenville Utilities Commission's Water Distribution System Rehabilitation Program – (Resolution No. 040-15)
- Reimbursement resolution for Greenville Utilities Commission's purchases of vehicles and heavy equipment through installment purchase financing – (Resolution No. 041-15)
- Resolution declaring eight vehicles as surplus and authorizing disposition by public auction – (Resolution No. 042-15)
- Approval of purchase of eighteen Ford Interceptor sedans/SUVs for the Police Department
- Approval of purchase of two knuckle boom trucks for the Public Works Department Sanitation Division
- Approval of purchase of two automated side loader refuse truck cabs and chassis for the Public Works Department Sanitation Division
- Approval of purchase of two automated side loader refuse bodies for the Public Works Department Sanitation Division
- Contract to purchase 6,000 recycling roll-out carts – (Removed for Separate Discussion)
- Contract award for the 2015 Street Resurfacing Project – (Removed for Separate Discussion)
- Contract Amendment #2 for Green Infrastructure/Streetscape Improvements associated with Task Order 2 (final design) for the Town Creek Culvert Drainage Project – (Removed for Separate Discussion)
- Update on the City of Greenville 2014-2015 Strategic Plan – (Removed for Separate Discussion)
- Various tax refunds greater than \$100



- Budget ordinance amendment #1 to the 2015-2016 City of Greenville budget (Ordinance #15-032) and amendments to the Special Revenue Grant Fund (Ordinance #11-003), the Street Improvements Capital Project Fund – (Ordinance #14-044), and the Convention Center Expansion Phase III Project Fund – (Removed for Separate Discussion)

Council Member Blackburn requested to remove three items under the Consent Agenda for separate discussion including the extension of and amendment to the memorandum of understanding with East Carolina University relating to the Lucille W. Gorham Intergenerational Center, the contract to purchase 6,000 recycling roll-out carts, and the contract amendment #2 for the Green Infrastructure/Streetscape Improvements associated with Task Order 2 (final design) for the Town Creek Culvert Drainage Project.

Council Member Glover requested to remove two items under the Consent Agenda for separate discussion including the resolution amending the assignment of classes to pay grades and ranges (Pay Plan) and approval of reclassification requests and the resolution amending the Policy and Guidelines for Naming or Renaming of parks, recreation facilities, and features within parks.

Council Member Smith requested to remove three items under the Consent Agenda for separate discussion including the contract award for the 2015 Street Resurfacing Project, update on the City of Greenville 2014-2015 Strategic Plan and Budget ordinance amendment #1 to the 2015-2016 City of Greenville budget (Ordinance #15-032) and amendments to the Special Revenue Grant Fund (Ordinance #11-003), the Street Improvements Capital Project Fund (Ordinance #14-044), and the Convention Center Expansion Phase III Project Fund (Ordinance #14-024).

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

CONSENT AGENDA ITEMS FOR SEPARATE DISCUSSION

RESOLUTION AMENDING THE ASSIGNMENT OF CLASSES TO PAY GRADES AND RANGES (PAY PLAN) AND APPROVAL OF RECLASSIFICATION REQUESTS – (Resolution No. 043-15)

Council Member Glover asked if this item is related to the new lowest pay grade (pay grade 105) that was recently approved by the City Council.

City Manager Lipscomb responded that there are two vacant Staff Support Specialist positions, which are currently at lower pay grades 105 and 107. Staff is requesting the reclassification of these vacant positions to a Property & Evidence Technician at pay grade 108 and a Data Analyst at pay grade 114. Both of those pay grades are within the confines



of the new Pay Plan approved by the City Council and they reflect the living wage standards.

Motion was made by Council Member Croskery and seconded by Council Member Blackburn to approve the resolution amending the Assignment of Classes to Pay Grades and Ranges (Pay Plan) to incorporate the proposed changes. Motion carried unanimously.

EXTENSION OF AND AMENDMENT TO MEMORANDUM OF UNDERSTANDING WITH EAST CAROLINA UNIVERSITY RELATING TO THE LUCILLE W. GORHAM INTERGENERATIONAL CENTER – (Contract No. 2139)

Council Member Blackburn asked whether this is a request for another three-month extension of the Memorandum of Understanding (MOU) with East Carolina University.

City Attorney Holec responded that the proposed extension is for a one-year period until August 31, 2016.

Council Member Smith asked since the previous extensions were for 3-month periods, what is the common ground that was found between the City of Greenville and East Carolina University.

City Attorney Holec responded that the common ground reached was the University would pay a market rate for both facilities and the City would be responsible for the maintenance and repair for them. That market rate took into consideration the fact that the City is responsible for the maintenance and repair.

Council Member Smith asked if anything is retroactive because the City had an agreement stating what happens if the agreement was not met.

City Attorney Holec responded that it is not retroactive. It goes forward and a part of the market rate was consideration for roof repair as far as an amortization amount for each year as the lease proceeded. As far as the responsibility for maintenance and repair, the City presented to East Carolina University the cost and repair for the roof, which was \$168,000. The lease provided that when the City brings that to the University's attention, the University had the option to agree to go forward with it or not and to share in the expense. The University decided not to go forward with that, so it was not a breach of the agreement. The City addressed its expense incurred with the roof repair and having the University pay 50% of the amortization for a one-year period.

Council Member Smith asked if this MOU is the same as the agreements where the City is leasing buildings for \$1.00.

City Attorney Holec responded that the City has some similar agreements, and the intent is for the City to negotiate those when they do come up for expiration, as this one has. Staff believes this is the best model and the City will be looking at this model.



Council Member Smith asked if other City agreements will be handled similarly, so that if the lessee feels that a maintenance request is an excessive amount, a meeting will be held and the lessee will be able to decide to lease the building at market rate.

City Attorney Holec responded that the City would have to agree to an amendment. If there is not an agreement going forward, the repair does not necessarily have to be made, but either party has the ability to terminate the lease after a certain period of time.

City Manager Lipscomb stated that the City has some properties being leased for \$1.00, but the lessee is responsible for the maintenance.

Council Member Smith stated that she wants to make sure the City is being fair across-the-board when entering into lease agreements for \$1.00. When maintenance is required, it is important that the lessees understand that the City cannot lease its properties for \$1.00 and take care of everything without the lessees having some responsibility.

Council Member Blackburn asked if the City is amortizing for the cost of the roof repair over one year, does the City in subsequent years apply a discount rate on the amortization amount or amortize over the life of the roof.

City Attorney Holec responded that the formula used is over the life of the roof and discounted over the years and amortized with a 50/50 share.

Council Member Blackburn stated that in that sense, it is not really a true market price and it is still subsidized.

City Attorney Holec responded that the market rate was based upon the information received as far as what would be the appropriate rate to charge plus the ability to consider if the City does substantial improvements and adjust the market rate. Therefore, it is a market rate with that adjustment.

Motion was made by Mayor Pro-Tem Mercer and seconded by Council Member Croskery to approve the extension of and amendment to the Memorandum of Understanding with East Carolina University relating to the Lucille W. Gorham Intergenerational Center. Motion carried unanimously.

RESOLUTION AMENDING THE POLICY AND GUIDELINES FOR NAMING OR RENAMING OF PARKS, RECREATION FACILITIES, AND FEATURES WITHIN PARKS – (Resolution No. 044-15)

Council Member Glover asked whether this is a permanent or temporary amendment to the policy and guidelines.

City Manager Lipscomb responded that the City has a policy requiring waiting two years after someone is deceased before considering naming a recreational/park facility after



them. There is a unanimous recommendation from the Recreation and Parks Commission to reduce that waiting period to six months.

Motion was made by Council Member Glover and seconded by Council Member Croskery to adopt the resolution amending the Policy and Guidelines for Naming or Renaming City of Greenville Parks, Recreation Facilities, and Geographic Features Within Parks. Motion carried unanimously.

CONTRACT TO PURCHASE 6,000 RECYCLING ROLL-OUT CARTS

City Manager Lipscomb stated that this is the beginning of the fourth year of the Sanitation Division's conversion to automated collection. This contract includes the City's purchase of recycling roll-out carts for use with the automated trucks.

Council Member Blackburn asked when will the residents of the University and western areas of the City receive their blue recycling carts and how will the City implement the recycling automation.

Public Works Director Kevin Mulligan responded that there is a three-month delivery period associated with this contract, and if approved, staff is estimating these carts will be distributed in the University/West Greenville areas mid-November 2015. The Sanitation Division is at its final stages of implementing and finalizing the plan (what the streets look like in the morning, are the trucks able to get to both sides of the streets conveniently, and other parameters). Staff will send a Note to Council on the methodology of the automation will be published as soon as staff is done with that.

City Manager Lipscomb asked about the efficiencies found by staff when moving to automation.

Public Works Director Mulligan responded that three years ago, considering the reloaders and employees' excellent effort put forth, on a good day 550 houses per route were being serviced and with the use of side loaders, the capacity is doubling to 1,100. The injuries have been greatly reduced and efficiency is being increased all around, which is beneficial to the program.

Council Member Blackburn asked if there will ever be any variation in size for the containers because some residents are struggling to carry them.

Public Works Director Mulligan responded that a 65-gallon container can be delivered to replace a 96-gallon container by contacting the Public Works Department.

Council Member Croskery asked about the recycling collection strategies for the neighborhoods with cars parked on the older narrow streets.



Public Works Director Mulligan responded that some of the parameters are whether to use one or two employees, are cars parked on both sides of the street and how effectively those pickups can be handled with the side loaders. Monday is the route day for the West Greenville/University areas. The toughest area would be the grid area between 1st and 5th Streets. There are some variables including getting there an hour earlier and staff is looking at finalizing and coming up with a proposed approach.

Motion was made by Council Member Blackburn and seconded by Council Member Croskery to execute a contract with Rehrig Pacific Company for the amount of \$324,070 for the purchase of recycling roll-out carts including assembly and delivery through the HGACBuy cooperative contract. Motion carried unanimously.

CONTRACT AWARD FOR THE 2016 STREET RESURFACING PROJECT

Council Member Smith explained that this item was removed from the Consent Agenda for separate discussion so that the community can receive information about what has taken place and where the City is with the project.

Public Works Director Kevin Mulligan stated that when the City Council approved the Fiscal Year 2016 Budget in June 2015, \$1 million was budgeted for road resurfacing. Barnhill Contracting submitted the lowest base bid for the 2016 Street Resurfacing Project contract in the amount of \$1,141,713.75. The City removed several smaller streets from the base bid to reduce the contract amount to \$1 million. Core samples were taken to determine how much base repair of the streets will be done, and the following streets are scheduled for resurfacing:

STREETS TO BE PAVED

Street	From	To	Lane Miles
Horseshoe Dr.	Hooker Rd.	Street End	0.90
East 4 th Street	Forest Hills Cir.	Laurel St.	0.98
Sloan Dr.	River Hill Dr.	River Hill Dr.	0.33
Syme Cl.	River Hill Dr.	Street End	0.17
South Elm St.	14 th Street	Greenville Blvd.	2.65
South Elm St.	Oakview Dr.	Charles Blvd.	0.23
Churchside Dr.	Oakview Dr.	Red Banks Blvd.	0.18
Oakview Dr.	South Elm St.	Pinecrest Dr.	0.31
Total			5.75

Public Works Director Mulligan displayed a photo of the conditions of York Road as an example of where milling and base repairs were done, and stated that the funding source for the 2016 Street Resurfacing Project is the Street Improvement Fund.



Mayor Thomas asked staff to explain how the roads are selected for resurfacing.

Public Works Director Mulligan responded that staff started with the pavement condition ratings and an analysis was done on all roads, which essentially evaluates what is the roughness and separation of the City's roads including are there alligator cracking, potholes and other poor conditions of the roads. Depending upon how poor the rating is, a formal estimate is needed to determine whether a road would be filled, base repairs, total rebuild, or can the roads be coated. The roads are evaluated in branches rather than a small block because only doing small sections at a time is not wanted. The City will coordinate with the utilities (CenturyLink, Suddenlink, or Greenville Utilities Commission (GUC)) assuring that once the roads are resurfaced, they are not opened again for at least five years. If the City is aware of GUC's and the other utilities' plans, the City will wait to do the repair after the utilities as opposed to them working after the City. Selection of some of the City's risk roads is based on this criteria as well as staff collecting cores and determining what type of soil and base are underneath the surface. Also, the Street Superintendent's knowledge of what has been put into the roads over the last five years goes toward the selection of the listing of roads to be paved.

Council Member Smith stated that there was a situation on Kirkland Drive where the City's crew repaired the street first and GUC came after to do their work. Council Member Smith asked who is responsible for those road repairs.

Public Works Director Kevin Mulligan responded that there was a sewer emergency on Kirkland Drive. A temporary patch is on that road and it will be fixed in a permanent fashion, and the utility will pay for the road improvement at the location.

Council Member Glover reported that there is an enormous pothole in the street when turning off of Farmville Boulevard onto Line Avenue.

Public Works Director Mulligan responded that staff will take a look at the location and repair the pothole and contact the Department of Transportation (DOT). An update on the 10th Street Connector is DOT will try to award the contract in August and September, and then work towards the latter half on the beginning of 2016 addressing that section as well.

Council Member Smiley stated that there are still a few roads that were part of a previous contract that are yet to start.

Public Works Director Mulligan stated that the additional roads on the existing contract are Evans, Cotanche, and Eighth Streets and those were presented during the last amendment to this project. Eighth Street as well as west of Cotanche Street will be redone and a portion of Evans Street will be done. Two of the worst roads in the City, under the subject previous amendment requests, are Cedarhurst and Martinsborough Roads. Soil and core samples have been taken and those roads will get two inches of asphalt and 4-6 inches of base asphalt. The City is looking forward to proceeding with the technique of full-depth reclamation with Portland cement. It is a recycling of asphalt and dirt so the top 12 inches



are recycled and mixed with 3-5% Portland cement and that cement layer will form a hardened layer that the asphalt will be placed on. That technique will be used to improve Cedarhurst and Martinsborough Roads. It is a better and cheaper technique so the City will save money and have a better product.

Council Member Blackburn asked if the technique is a midway between resurfacing and having to completely redo a street and sort of a midway approach for some of the City's worst roads that might be more expedient.

Public Works Director Mulligan responded that is correct. This is the City's first time using this technology, which has been used in North Carolina, South Carolina, Georgia and Virginia and it is very effective. If the City can still do the basic milling and resurfacing, that is the way to go, but where substantial base repairs are required, the City will tackle them with full-depth reclamation.

Motion was made by Council Member Blackburn and seconded by Council Member Smith to award a construction contract for the FY 2016 Street Resurfacing Project to Barnhill Contracting Company of Tarboro, North Carolina, in the amount not to exceed \$1,000,000. Motion carried unanimously.

CONTRACT AMENDMENT #2 FOR THE GREEN INFRASTRUCTURE/STREETSCAPE IMPROVEMENTS ASSOCIATED WITH TASK ORDER 2 (FINAL DESIGN) FOR THE TOWN CREEK CULVERT DRAINAGE PROJECT

City Manager Lipscomb stated the City had the North Carolina Department of Environment and Natural Resources (DNER)/Division of Water Infrastructure (DWI) to look at some of the City's plans. The DNER/DWI wanted the City to have additional Best Management Practices (BMPs) for this area of the project to include permeable pavers for parallel parking spaces.

Public Works Director Kevin Mulligan stated that the City proposed 15 BMPs as part of this Green Infrastructure Loan project. Through DWI's redirection and questioning on their part, the basis of the amendment is BMP alternatives and a regional regenerate stormwater conveyance (RSC), which is essentially a sand filter. Water comes in from a storm to the pools and sits there and will be treated through the sand removing the phosphorus and nitrogen. The nitrogen removal was increased from 69 pounds per year at \$8,000 per pound to 252 pounds per year at \$2,300. It will be a much better project, but there is a cost associated with it.

Council Member Blackburn asked if the same research was done at East Carolina University (ECU), because she has seen this kind of setup before with those retention ponds.

Public Works Director Mulligan responded that ECU is a partner with the City on this project and ECU will have graduate classes out there in that RSC sampling and telling the State of North Carolina how well the City's system is doing. This is a neat technology and



this will be the largest of its kind in the State and two or three times larger than whatever else is out there.

Motion was made by Council Member Croskery and seconded by Council Member Blackburn to approve the proposed amendment for \$137,632.95. Motion carried unanimously.

UPDATE ON THE CITY OF GREENVILLE 2014-2015 STRATEGIC PLAN

Council Member Smith asked staff to share information about the major updated items in the 2014-2015 Strategic Plan so that the community can be aware of what the City Council is doing.

City Manager Lipscomb stated that these are updates of every facet of the City Council's goals and priorities for the City. For example, the City Council started its review of the Horizon's: Greenville 's Community Plan. A number of amendments were made to the City's zoning ordinances, one being to allow microbreweries in the Dickinson Avenue area. Regarding arts, culture, recreation and parks, the City is working on the Town Common infrastructure.

City Manager Lipscomb stated that the City Council voted on \$150,000 for tables, benches, trash/recycling containers, and water fountains and those are to be installed soon at the Town Common. The City is in the process of trying to place the fishing pier and kayaking launch. The permits are expected in the fall and then construction will commence on those two projects.

City Manager Lipscomb stated that other updates include the City is in the process of doing the Recreation and Parks Department Master Plan and planning is being done for the Tar River Park.

Council Member Smith asked whether the City is putting any money towards the Tar River Park.

City Manager Lipscomb responded yes. The total amount is \$200,000 and the City is receiving some 50/50 grants to build some enclosed platforms along the Tar River. The City's share will be \$10,000 and the private funders' match will be about \$10,000.

City Manager Lipscomb stated that the City is moving forward with the South Greenville Recreation Center Design Project, which is 90% completed. The construction bid documents are expected soon, and by next month or the month after, the bid will be before the City Council. Staff is working towards finalizing the agreement between the City and the County related to the \$600,000 contribution from the County and Pitt County Schools.

Council Member Smith asked if lights are included in the South Greenville football field project.



Director of Recreation and Parks Gary Fenton responded that he does not recall the lights being included in the project. The Recreation and Parks Department is facing some budget challenges of keeping the total project at \$2.6 million.

Council Member Smith requested staff to obtain a cost estimate for the football field lights.

Council Member Smith stated that borrowed lights for the football games are currently being used, but none are available for football practice, and she wants to make sure that the Greenville youth are safe. Coming together as a community to raise those funds is needed.

City Manager Lipscomb stated that public art was installed adjacent to the 4th Street Parking Deck. A recycling contest was held during May 2015, and there are going to be several bus wraps for children's art basically on a street scene. The Transit Manager will move forward with the City's short range transit plan and in that plan, there are some proposed convenient bus routes for passengers. The grant funding application has been completed for the Tiger Program and the City is still waiting for a response. Last week, staff had Federal lobbyists on site to discuss the City's programs and plans. The South Tar Greenway Phase 3 design plans are about 90% completed. The City is continuing to hold meetings about the East 10th Street Traffic Management and Pedestrian Initiative. The consultant to the North Carolina Department of Transportation has compiled comments and they are now looking at developing proposed solutions for traffic and pedestrian accidents occurring in that area.

Council Member Blackburn asked whether the public art is at the parking deck now.

City Manager Lipscomb stated that it is located at the entrances from Evans Street into the paved alleyway.

City Manager Lipscomb stated that plans are underway for the 2015 Fall Festival and a Community Tree Day planting event is scheduled for November.

Council Member Smith asked about the activities scheduled for the 2015 Fall Festival.

City Manager Lipscomb explained that what was done last year is expected this year. The City employees will be doing a fundraiser for the United Way at Five Points Plaza.

Council Member Blackburn asked about the location of the ReLeaf signs.

Public Works Director Mulligan responded that there are three ReLeaf signs erected, one by the Rotary Club and others off of 1st and 4th Streets.

Council Member Smiley stated that the Strategic Plan has not changed and this is simply an update on the progress that has been made toward it.



Motion was made by Council Member Smiley and seconded by Mayor Pro-Tem Mercer to approve the update on the 2014-2015 Strategic Plan.

Council Member Blackburn stated that the City Council takes care of a lot of the public's business, but this is something in the future that might be worthy of a presentation with some images. This is how the City Council is moving the City forward, and an update of the Plan allows the City Council to have that big picture of the progress that is made and the transformation that is taking shape.

City Manager Lipscomb stated that she intended this to be an interim report because it is close to the end of the year. In the future, staff will do a presentation when there are lesser items on an agenda.

There being no further discussion, the motion to approve the update on the City of Greenville 2014-2015 Strategic Plan passed unanimously.

BUDGET ORDINANCE AMENDMENT #1 TO THE 2015-2016 CITY OF GREENVILLE BUDGET (ORDINANCE #15-032) AND AMENDMENTS TO THE SPECIAL REVENUE GRANT FUND (ORDINANCE #11-003), THE STREET IMPROVEMENTS CAPITAL PROJECT FUND (ORDINANCE #14-044), AND THE CONVENTION CENTER EXPANSION PHASE III PROJECT FUND (ORDINANCE #14-024)

Council Member Smith asked staff to give an overall description of the proposed budget ordinance amendment.

Director of Financial Services Bernita Demery stated that Budget Ordinance Amendment #1 to the 2015-2016 Budget includes an appropriation from the Powell Bill Fund for an additional \$138,000. That amount is for the necessary base repair work under the 2016 Street Resurfacing Project contract, which was awarded by the City Council at this meeting. This budget amendment also includes the appropriation of funds for the signal timing for two sub-systems (\$70,000) along Greenville Boulevard and a Segal Waters Consulting Group Performance Program (\$80,000) continued from last year. The total of these three projects is \$288,000, which is included in the General Fund. The Stormwater Utility Fund Balance appropriation is for the Reedy/Fornes Branch Rehabilitation Project in the amount of \$305,082. The Golden Leaf Foundation Grant is a special revenue grant (\$371,935) that the City Council approved on May 11, 2015. The Street Improvement Capital Project Fund is being amended for the previously mentioned \$138,000. The \$88,000 is for the Convention Center Expansion Project including items needed for construction. \$88,000 will come out of the occupancy tax revenue and will not come from the City's tax dollars.

City Manager Lipscomb asked if all of these items have been considered previously by the City Council.



Director of Financial Services Demery stated that these items have already been considered by the City Council with the exception of the \$88,000, which is an additional amount for the Convention Center project.

Motion was made by Council Member Smith and seconded by Council Member Blackburn to adopt the ordinance amending the 2015-2016 City of Greenville budget (Ordinance #15-032) and amendments to the Special Revenue Grant Fund (Ordinance #11-003), the Street Improvements Capital Project Fund (Ordinance #14-044), and the Convention Center Expansion Phase III Project Fund (Ordinance #14-024). Motion carried unanimously.

NEW BUSINESS

PRESENTATIONS BY BOARDS AND COMMISSIONS

Historic Preservation Commission

Chairman McLean Godley reported that since November 2014, the Historic Preservation Commission (HPC) reviewed 5 certificates of appropriateness (COAs) 21 minor works COAs and 4 façade improvement grants. A COA is necessary when exterior alterations are being made to properties in the College View Historic District or Local Landmarks. In order for a COA to be approved, it must come before the HPC. The COAs were involved initially with East Carolina University, but moving forward they were withdrawn, and other COAs were scattered throughout the City. Minor works are repairs or improvements reviewed by the City staff. The façade improvement grants help to preserve and enhance the unique historic character and architectural quality of Greenville's central business district, encourage substantial, historically appropriate exterior building renovations, and match 50% of an eligible cost up to a \$5,000 reimbursement per façade. Since 1999, 130 grants have been approved ranging from \$325 to \$5,000. For every \$1.00 given by the City, \$4.16 is spent by business owners. An example of some work done as a result of a façade improvement grant is specifically on East 5th Street at the Crossbones Tavern, which has significant quality and an aesthetically pleasing look.

Chairman Godley stated that the HPC members feel it is their responsibility to educate citizens about historic preservation. Earlier this year, they held a workshop at the Rotary Club and on July 30, 2014, Historic Day was held in Greenville. The HPC was able to get not only citizens and community leaders from Greenville, but also there were participants from New Bern, Kinston and Rocky Mount. Several social media initiatives were launched by the HPC such as Throwback Thursday was advertised on the City of Greenville Page. The HPC members have also been hosting workshops to increase turnout and support for the City's historical and community properties.

The benefits of historic preservation are increased property value, retention of existing building materials, creation of local jobs, reuse of infrastructure, energy savings, and retention of historic authenticity. There are many benefits to economic development by



keeping the historical mindset that the façade improvement grant program extends even into the Dickinson Avenue area. The HPC encourages developers to consult with City staff as they continue further investment and development in the City's historical areas. Neighborhood restoration efforts have been going on throughout Greenville, specifically in the College View Historic District as well as in West Greenville. There are many opportunities to increase the number of properties as local landmarks.

Chairman Godley stated that a potential Historic Greenville Tour will be held in October 2015 to continue the HPC's goal of educating the citizens. Hopefully, signage will be improved so that citizens will know the historical significance of properties in the City. In 2016, it will be the 50th Anniversary of Historical Preservation.

Recreation and Parks Commission

Chairperson Garrett Taylor briefed the City Council on some of the progress on the Recreation and Parks Commission's (Commission) and the Recreation and Parks Department's (RPD) goal. Their goal is to have a positive impact on Greenville's image, environment, economy and the health and well-being of its citizens. The response to this year's program for the 42nd season of Sunday in the Park has been quite good with some crowds of attendees estimated at 1,800. The 2015 sponsors providing financial or media support are News Channel 12, Barbour Hendrick Honda, Pitt County Arts Council, The Greenville Times, East Carolina Veterinary Service, Physicians Easts, WNCT 107.9 and 1070 WNCT.

For the fifth time in five years, Greenville was selected to host the Southeast U. S. Little League Tournament of State Champions, with the state champions from Alabama, Florida, Georgia, North Carolina, South Carolina, Tennessee, Virginia and West Virginia coming into the City. The RPD was awarded two age divisions this year and 16 teams came to Greenville over a two-week period, doubling the tournament's economic impact. Also, the RPD was awarded the 13 year old Babe Ruth Southeast Regional, with teams from the southeast states competing at the Guy-Smith Stadium.

Chairperson Taylor gave a summary of the progress made at the City's parks and recreational facilities, stating that the Drew Steele Center continues to be a great service to the Greenville public. When the Center is not being used for recreation services, outside groups often rent the facility for their private functions. In Fiscal Year 2015, the Center received over \$13,000 in rental fees, which greatly offsets the facility's operational costs. After two years, people have started referring to the Perkins Complex building as the Magnolia Arts Center. The building has been leased to non-profits since August 2013 offering performances such as MVP-The Jackie Robinson Story and Godspell. The recipient of the Magnolia Arts Center's charitable initiative was changed, and earlier this year, the Jackie Robinson Baseball League was chosen as the recipient and was presented a check in the amount of approximately \$600.

The RPD has continued to support community gardens with sites at the Dream Park and Thomas Foreman Park. Complimentary produce is given to the neighborhood residents.



The gardening program at Greenville Terrace Park is being operated in conjunction with the Greenville Terrace Summer Playground Program. Young participants planted, raised, harvested, cooked and ate their own crops.

Chairman Taylor gave information about various successful programs developed with the RPD's partnerships. The Splashpoint at the Dream Park continues to be a big hit. Additional trees have been planted in the Dream Park through the help of the Public Works Department and a partnership with ReLeaf and more plantings are planned. A Born Learning Trail was installed at River Park North through partnership with the United Way and Eddie Smith Family Foundation. These organizations, as well as Vidant Community Health, have come together with staff to develop a trailer to take the Born Learning Trail concept on the road and bring it to parks and greenways across the City of Greenville. The Sound Rivers, previously the Pamlico-Tar River Foundation, partnered with the RPD to host this year's Kids' RiverFest at River Park North. Approximately 1,000 youth and adults participated in a wide variety of nature-based activities and this is anticipated to become an annual event.

Sound Rivers is also a partner along with Love a Sea Turtle in the development of three riverside camping platforms at locations along the Tar River, one of which will be River Park North. The platform will also serve as a spot for riverside environmental education programs. The City is providing \$10,000 toward this \$20,000 project. Love a Sea Turtle also hosted an environmental symposium at River Park North the week of Earth Day involving over 200 high school students from schools across Eastern North Carolina. Businesses, colleges and non-profits also participated in the one day event, and plans are underway for expansion of the program to a full week in 2016. Also, Love a Sea Turtle served over 1,300 low income middle school youth in 17 complimentary one-day camps and two (2) week-long camps. The RPD staff hosted the Volunteer Appreciation Day event this month and will be the host of the Annual Mud Day event on September 19, 2015 at River Park North.

Volunteers associated with the First Tee Chapter at the Bradford Creek Public Golf Course are working to bring major donors to the table and are anticipating starting a pilot program during the upcoming school year involving two Pitt County schools located within the City of Greenville. A footgolf course has been developed at Bradford Creek this past year and informal and tournament play is still increasing. The Bradford Creek Junior Golf Program has done well for the fourteenth year and this is the eighth time in 10 years that the Bradford Junior Golf Team has emerged as the overall league champion. Final Fiscal Year 2015 Bradford Creek expenditure and revenue figures are not in yet, but a fiscal year revenue cover rate of approximately 82% is expected. Youth and adult sports of all kinds (aquatics, baseball, pickle ball, basketball, soccer, tennis, kickball, and running) have continued and most have seen growth in the past year and have been offered to varying degrees. The Yellow Fins, the City's youth swim team, started with only 15 swimmers six years ago and had 109 participants this year. The Yellow Fins went undefeated until the seventh and last meet of the season, finishing second for the regular season within the 10 Team Greenville Area Summer Swim League. The Community Pool again hosted the end-of-season meet involving approximately 375 swimmers and their families. A wide variety



of summer camps were provided and most were full. A grant again enabled the RPD to provide inclusion support to youth with disabilities that allowed for their participation in most of these camp programs.

The Facility Improvement Program (FIP) continues and addresses many capital needs associated with the City's aging park system. The Commission recognizes that even new facilities will someday need renovations and the FIP will help the City to systemically address deterioration as it occurs rather than waiting until the situation becomes critical. This past year numerous improvements were addressed at the Community Pool and Eppes Recreation Center and some of the current FIP projects include improvements to be done at River Park North, Sports Connection, in the PAL and Alumni rooms of the Eppes Recreation Center, and Elm Street Park.

Thanks to the City Council's support, the actual construction at the South Greenville Recreation Center will begin mid to late fall and be completed within 9-12 months afterwards. The planning has been initiated for some of the improvements at the Tar River including camping platforms and observation decks. Most of the furnishings have been installed at the Town Common. Some permitting delays have been encountered, but hopefully, construction on the fishing pier and canoe/kayak put-in will be underway by late fall. A request for quotation for the design/development for the first phase of implementation of the Town Common Master Plan is currently being formulated and should be advertised later this month.

Chairman Taylor stated that there are other services and initiatives taking place within the RPD, which he did not cover, such as special events and the arts. The Recreation and Parks Commission's first focus is the quality of life and well-being of the citizens of Greenville. They recognize that good parks, greenways, special events and recreation services have a very positive economic impact and, hopefully, the Recreation and Parks Department can play a major role in attracting businesses to Greenville, reducing juvenile crime, protecting the City's environmental resources, reducing obesity and encouraging college students to make their home in Greenville following graduation.

Redevelopment Commission

Chairman Richard Patterson, Sr. highlighted some of the Redevelopment Commission's (Commission) accomplishments during the past year as well as its recent and future involvement with the City's projects. The Commission supported construction of the uptown parking deck and uptown alley and continued planning and preparation for cleanup and repair of the Uptown Theater. The Redevelopment Commission has funded small business plan competition grants, and those have been instrumental in supporting the growth of small businesses in West Greenville and the Center City. The members of the Commission have supported every redevelopment project especially the Super Block Project on East 5th Street and a historic adaptive reuse project, which now houses the East Carolina University offices and the Convention and Visitors Bureau.



Chairman Patterson stated that additional properties in the West Greenville Redevelopment area were acquired by the Commission, which will help support future mixed use redevelopment around the future Greenville Transportation Activity Center site. The members will review construction documents for the West 5th Street Phase 2 Streetscape. This project was part of the seven plus years of the members' great effort to enhance streetscapes and public spaces along key corridors and intersections in the West Greenville and Center City areas. They helped with the review of the planning and provided input for projects including the Dickinson Avenue Market and Planning Study, which created an urban design and economic vision, and the Imperial Site Brownfields Cleanup Project. The Imperial site cleanup and reconstruction should begin this winter.

PRESENTATION ON PITT COUNTY REVALUATION FOR 2016 – CATHY BOOKER, PITT COUNTY TAX ADMINISTRATOR

Pitt County Tax Administrator Cathy Booker stated that revaluation is the process of reappraisal that updates the assessed value of all properties to keep those values consistent with what the properties are worth in the current market. The goal of revaluation is for assessed value to equal the market value. The North Carolina law requires a revaluation to be completed at least once every eight years. The effective date of the new revaluation is January 1, 2016. This will be four years from Pitt County's last evaluation in 2012. Some counties conduct the revaluing process more frequently to lessen the impact on taxpayers and to better maintain equity.

Tax Administrator Booker explained that revaluation is necessary to ensure all properties are appraised or assessed equitably because over time some properties increase or decrease in value in comparison to others in the County. Revaluing ensures that all property owners are paying their fair share of the property tax burden based on the true market value of their property. Market values are determined by the Pitt County Tax Assessor using various tools to arrive at market value including: 1) Comparable Property Sales Files, 2) Sales Questionnaires, 3) Multiple Listing Service, 4) Revenue Stamps, 5) Cost Books, and 6) Ration Studies, which are conducted in-house and by the North Carolina Department of Revenue. Properties are appraised at market value because the North Carolina law requires the appraisal of real and personal property at its true value in money, which is its market value. The law also establishes a uniform assessment standard. All property, real and personal, shall be assessed for taxation at its true value and taxes levied by all counties and municipalities shall be levied uniformly on assessments.

Tax Administrator Booker explained how much an individual's property value will change, stating that each property's value will change at various rates depending upon numerous market factors. A property appraisal may increase, decrease, or stay the same depending upon the changes that have occurred since the last revaluation. The Tax Administration is conducting the 2016 revaluation and its staff has many years of experience in property assessment and is familiar with the local marketplace in Pitt County. All real property owners will be mailed a revaluation notice in February. The background work for revaluing



property began in January of 2014 and will be completed in January of 2016. The new tax values will be effective on January 1, 2016.

Tax Administrator Booker gave information about the changes and components of the tax bills and the tax rates. Tax bills with the new assessed values will be mailed in July 2016 and become due on September 1, 2016. Payment of these bills will become past due on January 6, 2017. There is no way at this time to determine how much your tax bill will be affected by the revaluation. The tax rate for Fiscal Year 2016-2017 will be determined by the Pitt County Board of Commissioners prior to July 1, 2016 and will be based on the level of services Pitt County provides its citizens and the revenue needed to support those services. The tax rate necessary will be computed based on the total county property assessment as determined by the revaluation. Typically as a result of revaluation, the total taxes paid on real property increase due to appreciation. The City and County did not experience a typical revaluation in 2012 due to the weak real estate market.

There are two components to a tax bill and these are set at different times of the year. The assessed value is set on January 1, 2016 and the tax rate is set on July 1, 2016 for the new valuation. The assessed value multiplied by the tax rate will equal the amount on a tax bill. Pitt County's ad valorem tax rate for Fiscal Year 2015-2016 is 68¢ per \$100 valuation. The tax rate for Fiscal Year 2016-2017 could decrease, increase or stay the same. Again, the rate will be established during the Fiscal Year 2016-2017 budget process.

Any property owner has the right to appeal their assessment. The instructions for appeal will be included with the revaluation notice. The Pitt County Tax Administration's role is to inform citizens of the revaluation process, to communicate through the newspaper, television and public meetings, to conduct a fair and impartial revaluation of property, and to accept and investigate appeals thoroughly, accurately and timely. The revaluation is a complicated and long process and there are over 73,000 parcels in Pitt County and over 900 neighbors that the appraisals work to come up with the current market value of properties. The Tax Administration is always happy to provide assistance to the taxpayers to work through any questions or issues that they may have.

Mayor Thomas asked if the periods between revaluations vary.

Tax Administrator Booker responded that the last revaluation that was done on an eight-year cycle was in 2004. The 2008, 2012, and 2016 revaluations were done on a four-year cycle. Four-year cycle revaluations are more equitable and there is less movement for the taxpayer.

Mayor Thomas stated that the last revaluation was based on the City and County coming out of the Great Recession and one of the first losses of properties on record in close to 100 years.

Tax Administrator Booker stated that Pitt County was lucky because there were a lot of counties with a greater loss, but having a college city and hospital, Pitt County is more



stable. Also, these property values do not go up or down as fast as the market does. It normally trails behind that, but Pitt County did not have revaluation so Pitt County is hoping to be in better shape.

Council Member Blackburn asked if the decision whether to keep a revenue neutral budget or to keep the same tax rate is dependent upon the political bodies once the revaluation is completed.

Tax Administrator Booker responded that the Tax Administration works toward getting that current fair market value.

Council Member Blackburn asked if that is the same standard that has always been in place.

Tax Administrator Booker responded yes. They have to look at the services and the cost of these services to the taxpayers and the City's budget process.

Council Member Blackburn asked when the Tax Administration looks at establishing the fair market value for each property that is the traditional process for a revaluation.

Tax Administrator Booker responded that is absolutely correct.

APPEAL FROM DECISION OF GREENVILLE UTILITIES COMMISSION AS TO RATES

City Attorney David Holec stated that at their May 26, 2015 Joint Meeting, the City Council and the Greenville Utilities Commission's Board of Commissioners (GUC Board) approved the sale of the North Carolina Eastern Municipal Power Agency's (NCEMPA) ownership in electric generation assets to Duke Energy Progress (DEP). This sale of the assets was actually finalized on July 31, 2015. Also, the City Council and the GUC Board approved the establishment of a long-term power purchase agreement. This sale of the assets will result in a reduction of the Greenville Utilities Commission's (GUC) purchased power costs. Because of this, GUC had a rate study conducted and at its June 29, 2015 meeting, the GUC Board approved an amended rate reduction schedule, which represents an average 7% reduction in electric rates and charges. On June 30, 2015, a person affected by the changed rates, Mr. Terry Boardman, appealed the rates decision of the GUC Board.

City Attorney Holec stated that this appeal is allowed in accordance with Section 5 of the Charter of the City of Greenville. This Charter provision states what the authority is of GUC as to supervision and control of the management, operation, maintenance, improvement, and extension of the public utilities of the City and that GUC has the authority to fix uniform rates. This Charter also provides that any person affected by said rates may appeal the decision of GUC as to rates to the City Council.

City Attorney Holec stated that this Charter provision authorizes the City Council to consider the appeal and to either affirm or to reverse the decision of GUC as to rates. This Charter provision does not authorize the City Council to establish what was approved by



GUC. If the City Council affirms the decision of GUC as to rates, the changes, which were approved by the GUC Board, would continue to be in effect. Those changes have actually already been implemented. If the City Council reverses the decision of GUC as to rates, the changes approved by the GUC Board at its June 29, 2015 meeting would not be in effect. The rate which existed prior to the implementation of the rate would be in effect retroactive to the date that the change was implemented.

City Attorney Holec explained that the recommended appeal hearing procedure for the City Council to follow is to first allow the person appealing to make a presentation in accordance with the City Council's rules for time limitations on presentations. Ten minutes would be allowed for the presentation, unless the City Council, by a majority vote, allows a longer period of time. GUC will also make a presentation and the same 10-minute time limit would be allowed for its presentation unless the City Council, by a majority vote, allows a longer period of time. After the presentations are made, the City Council should consider the appeal. The City Council has the ability to make a decision or to postpone the matter for another date.

Council Member Smith asked if the City Council reverses the decision of GUC as to rates, would the GUC Board take a look at that decision made by the City Council.

City Attorney Holec responded that if the City Council reverses GUC's decision, the GUC Board could look at it or the GUC Board could decide not to look at it and let the rates that existed prior to the change remain in effect. Both changes would be in effect until the GUC Board made another determination, and the City Council would be potentially involved, if there was an appeal of the rates. The City Council always has the ability to give guidance to GUC.

Council Member Smith stated that during this appeal hearing, the City Council cannot establish rates, but may suggest an appropriate rate.

City Attorney Holec responded that the City Council can suggest, but what is before the City Council presently is that GUC has made a rate change, which is a reduction, so the consideration is whether to reaffirm or reverse that change.

Mayor Thomas opened the appeal hearing.

Mr. Terry Boardman stated people have questioned why is he suddenly taking action on this matter, and his answer is when is the last time people had a 16%-18% reduction in any energy costs - never.

Mr. Boardman stated that the Charter does not state the City Council cannot set a rate and it does not state that GUC has sole authority to set rates. But, the Charter does state that the City Council has the ability to change the ordinance and anything within the Charter.



Mr. Boardman then read the following prepared statement, which was submitted to City Clerk Carol Barwick:

“ COPY”

ECONOMIC DEVELOPMENT/ Rate Appeal - "DO WHAT THE CITY SAYS - NOT WHAT THE CITY DOES"

My name is Terry Boardman, resident of Greenville (30 years), Brook Valley, a CPA (45 years) and an ECU business lecturer. I worked for 12 years in the Regulated Industries Division of Arthur Andersen. This international CPA firm assigned me to utilities auditing and consulting during these 12 years. I am not a stranger to the utility business.

Economic Development is a Priority of the City. And rightfully so. I have heard it from you all. The City has dumped a lot of time and money into this strategy. But the City has a "do as I say-not what I do" approach to economic development. This is especially true in your utilities department, Greenville Utilities.

1) Duke Power is giving Greenville a 17% decrease in wholesale rates however Greenville Utilities, a department of the City, is miserly with the citizens by giving the citizens only a 7% decrease in retail rates. You, as you know, control Greenville Utilities. Greenville Utilities does not control you. The City is the parent, Greenville Utilities is the child, not vice versa. You, the City Council, have not only the right but the responsibility to do what's right for the Greenville citizens. A 7% decrease is not enough.

2) The Greenville Utilities implementation of a so called "rate stabilization fund" for \$13,000,000 is creating a management slush fund for which money will be taken out for any reason. This is a bad business strategy for cash management for our City. In addition, the \$13,000,000 is not given to our citizens but sent to Raleigh. It would have provided the equivalent of \$39,000,000 in economic development for the City in one year at no cost to the City. An example. Everybody was happy the Little League tournament at Elm Street has 10 teams from 9 different states and generated \$250,000 in Greenville economic activity. Well, Greenville Utilities decision took 52 of these tournaments and sent the \$39,000,000 of economic activity to Raleigh. Not smart for job creation.

Why not give it to the citizens and businesses of Greenville. That's over \$100 to each of the 41,000 homeowners in town and over \$500 to each of the 8,000 city businesses?

3) Greenville Utilities HAS over \$83,000,000 in cash in the bank BEFORE THE \$13,000,000, yielding a little over 1/4 of 1%. THIS CASH is AT LEAST \$40,000,000 overfunded and unproductive for a utility the size of Greenville Utilities based upon industry standards. This large cash balance means that Greenville Utilities has siphoned off OVER \$40,000,000 from the local economy while giving the community very little, if anything, in return. The excuses for this overfunded cash account by Greenville utilities management rings hollow and can be easily disputed by industry experts.



To have such massive amounts of cash in a Greenville Utilities checking account in Raleigh, earning next to nothing, while asking the citizens to borrow \$15,800,000 is counter to any "economic development" rhetoric. With nearly \$100,000,000 in a Raleigh bank after this year your economic development strategy is "do as I say, not as I do" when it comes to your Greenville Utilities. If I had a company looking to expand, I would take my jobs to wake county, where they have Greenville's cash and to nobody's surprise that's where the jobs are going.

By the way, I heard, during my research, from many Greenville people, that Greenville Utilities may be planning a divorce from the City. Greenville Utilities, I have been told, but have not confirmed, has hired a consultant and has had Mr. Dixon work to get a charter modification. I tried to confirm this with Representative Brian Brown but he doesn't return phone calls. This Greenville Utilities divorce would not be a good idea for the CITY, to say the least. The public would not be happy with the City's dollars going to a private company. Furthermore, The City just resolved, with a \$60,000,000 financial loss, the worse financial decision in Greenville's history with Greenville Utilities. It would be absolutely stupid to have Greenville Utilities leave the City's control.

In conclusion: I ask you to approve sharing the 15% discount that Duke Energy is giving to your Greenville Utilities with Greenville's 41,000 households and 8,000 businesses so that economic activity in Greenville will flourish.

Terry Boardman

"COPY"

Following his reading of the above, Mr. Boardman stated that other cities involved in this process included Wilson, Rocky Mount, New Bern and Greenville plus 28 other municipalities. The following is the amount that each of these cities is giving to their citizens as a discount:

Municipality Discounts to Citizens from Duke Deal

Wilson	17.6%	New Bern	12.0%
Rocky Mount	14.0%	Greenville	7.0%

Chairman John Minges of the GUC Board recognized members who were present at the meeting and explained the GUC Board's responsibilities. He then stated that all of the GUC Board Members are appointed by the City Council. GUC is a not for profit publicly owned utility, which is chartered by the State of North Carolina. GUC takes it responsibilities very seriously and owes the Greenville citizens to be as financially prudent as possible while providing the highest level of service at the lowest reasonable cost.



Chairman Minges made comments about the process used to evaluate the assets sale and the development of GUC's electric rate reduction strategy. When DEP approached NCEMPA with an offer to purchase the agency's ownership interest in the five-generation facilities, GUC saw this as a potential opportunity not only to lower their wholesale rates, but to have more competitive retail rates for its customers. Over an 18-month period, GUC conducted 36 board and committee meetings. The potential sale and associated rate strategy were discussed at 27 of those meetings. For several months, GUC met with various groups and stakeholders in the community to discuss not just the deal, but the preferred approach in providing a rate reduction. Support for the sale and GUC's rate reduction strategy was overwhelmingly positive. Throughout the process, all actions taken by the GUC Board had been consistent with prior planning and had the support of the GUC Board and City Council. On June 29, 2015, the GUC Board adopted a strategy that provides all customer classes a 7% retail rate reduction effective August 1, 2015 and holds that rate constant for five years through fiscal year 2020. In short, GUC's strategy provides lower electric rates for a longer period of time. GUC's General Manager Tony Cannon will cover some financial details and make comments about the competitiveness of GUC rates.

General Manager Cannon stated that when this deal came before GUC, a team of advisors was put together to provide GUC assistance. These advisors have extensive experience in the arenas of public finance and public power and negotiations:

- First Southwest Financial Advisor
- Black & Veatch Financial Forecasting and Power Supply Modeling
- McCarter & English Legal Services
- GUC General Counsel Legal Services
- Sidley Austin Bond Counsel


The wholesale power cost reduction to GUC is actually 15.8%. Different communities are having different wholesale power cost decreases. It is not the same in every community and is based upon what a community's rate has done since the inception of these contracts in the 1970s. It is based on a community's ownership share in the nuclear power facilities that have been sold to DEP. It does not translate dollar for dollar on the retail rates. GUC still has to pay for maintaining the system, lawn, personnel and it is not a dollar for dollar reduction. Wholesale costs are just a portion of the retail rate so the maximum available retail reduction would be 13.5%.

General Manager Cannon stated that DEP furthermore supplied GUC with the power supply costs forecast. GUC took a look at the first 10 years and this information has been shared on several occasions with the City Council. The average annual wholesale increase is 3.5% over the life of this contract, particularly over that first 10-year period. The City Council asked for a strategy that would give GUC stability and predictability in rates to avoid rate shock. In order to do that, GUC had to establish a Rate Stabilization Reserve Fund (RSRF). Contrary to what was stated earlier, this is a common practice in the utility business. It is a good practice and one that is endorsed by the rating agencies, and GUC also kept them abreast during this process.



General Manager Cannon stated that by reducing the rates to 7%, GUC is able to hold those rates for five years helping to minimize future rate increases. The purchased power rate adjustment is what the wholesale adjustment will be and what GUC's proposed rate adjustment is as shown in the Rates and Funding Forecast table. A reduction of 7%, as discussed numerous times in the first year and went into effect August 1, 2015, allows GUC to fund \$13 million this year, \$7 million next year, and then those funds will be drawn down to keep rates flat for five years. It also helps to keep rates from going down in the future below 5%.

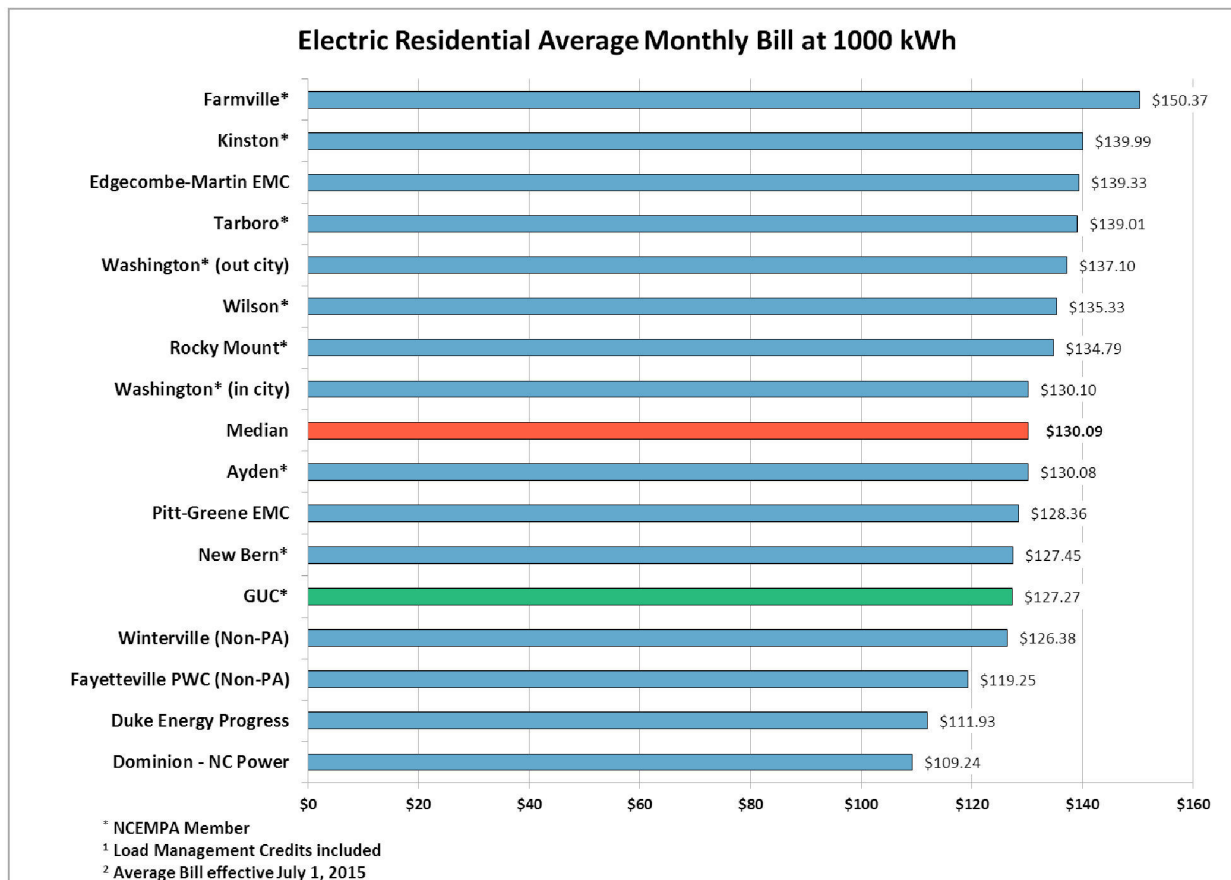
Rates and Funding Forecast

First Rate Increase	Year	Purchased Power Rate Adjustment	GUC Rate Adjustment	Transfer to/(from) RSRF
	FY 2015		0.0%	\$1,500,000
	FY 2016	(15.8)%	(7.0)%	\$13,000,000
	FY 2017	3.2%	0.0%	\$7,000,000
	FY 2018	3.1%	0.0%	-
	FY 2019	2.3%	0.0%	(\$6,000,000)
	FY 2020	1.1%	0.0%	(\$5,500,000)
	FY 2021	3.5%	4.0%	(\$1,500,000)
	FY 2022	4.2%	3.5%	(\$2,000,000)
	FY 2023	2.7%	3.5%	(\$1,500,000)
	FY 2024	6.2%	4.0%	(\$1,000,000)
	FY 2025	4.8%	4.0%	(\$3,000,000)
	FY 2026	(1.4)%	2.5%	\$4,000,000
	FY 2027	3.9%	2.5%	-
	FY 2028	1.9%	2.5%	(\$1,500,000)
	FY 2029	2.3%	2.5%	(\$500,000)
	FY 2030	7.0%	2.5%	(\$3,000,000)

General Manager Cannon stated that it was mentioned earlier that Wilson, Rocky Mount, and New Bern made other decisions. There will probably be 32 different decisions because there are different wholesale reductions and strategies being employed by the NCEMPA members. An average residential monthly bill amount, after each municipality's reduction,



is found in the Electric Residential Average Monthly Bill at 1000 kWh table. The City of Wilson's decrease is not listed because it was unknown at the time of the preparation of this table. Wilson and New Bern have stated that they would pass the full savings along to their customers, but they likely will have a rate increase next year. Rocky Mount has stated that it will have a rate increase no later than 2017.



General Manager Cannon stated that as of today, GUC has received credit rating updates from Moody's, Fitch Ratings and Standard & Poor's:

- Moody's - From -Aa3 to Aa2 With a stable outlook
- Fitch Ratings - From -A+ to AA- With a stable outlook
- Standard & Poor's - A+ With a Stable outlook.

The key drivers of the rating upgrades are

- Strong financial operations
- Healthy liquidity margins (i.e. strong cash flows)
- Keen focus of management on operating metrics
- Conservative and proactive management
- Timely adoption of rate adjustments.



The rating sensitivities report issued by Fitch Ratings states that

GUC's financial forecast takes into account the sale of NCEMPA's assets to DEP and the associated decrease in power costs and GUC's resulting rate decrease. The decreased costs will allow GUC to implement a 7% rate decrease, while also transferring a total of \$20 million to a RSRF in 2016 and 2017 and not raising rates until 2021.

CHANGE IN FINANCIAL STRATEGY: While not anticipated, a shift in management strategy to operate at tighter margins could prompt negative rating pressure.

General Manager Cannon stated that he has personally attended over 60 meetings in the community to share this information and he received positive responses during almost all of those instances. Two customers stated that GUC should do otherwise.

Mayor Thomas closed the appeal hearing.

Council Member Smith asked if the statement made by Mr. Boardman is true about GUC wanting to divorce itself from the City of Greenville.

General Manager Cannon responded that statement and some other statements made by Mr. Boardman are incorrect.

Council Member Smith asked if GUC divorces itself from the City, would the RSRF remain in effect or could that change completely because GUC would no longer be a part of the City.

General Manager Cannon responded that the RSRF is set up in the financial policies. GUC will provide the City Council with all of the rating analysis that is done. The credit rating agencies mentioned GUC's financial policies, specifically its RSRF, as one of GUC's strengths.

Mayor Thomas stated that most of the State has a utility asset, which provides flexibility in terms of resources. The City is looking at economic development and growth, i.e., the City is pushing through a bond referendum presently and the possibility of interagency investment has been mentioned loudly.

Mayor Thomas asked GUC staff to talk about the statement made about GUC having 1/4% return or \$83 million at a bank in Raleigh.

GUC General Manager Cannon stated that GUC having \$83 million in a Raleigh bank account is absolutely incorrect. 87% of the existing \$83 million is in Greenville with local banks and the investments are reported to the GUC Board monthly. The interest rates are not great right now, but GUC is not sending money to Raleigh. The interest is being loaned to customers, who want to build homes and establish businesses in Greenville. GUC's intention is to invest the RSRF in Greenville as well.



Mayor Thomas asked GUC staff to explain the concept of keeping cash on hand for operations and as a partnered agency and an owner of assets, whether GUC would consider the cost of the debt of the City's bond that will be incurred.

General Manager Cannon responded that City Attorney Holec and GUC's General Counsellor Phil Dixon have done some research and their opinion is that some modification to the Charter would be required in order for that to take place. Contrary to what was said earlier, it cannot be done by a City ordinance. The Charter is established by the General Assembly of the State of North Carolina. GUC and the City Council would have to go together to the State of North Carolina to ask for changes to the Charter. GUC must be careful about what happens to its finances. Annually, he presents the budget with a five-year plan to the City Council showing GUC's cash on hand and its uses. If GUC would reduce its balance by \$40 million, as Mr. Boardman suggested, GUC would have a credit rating decrease. In this year's budget, he presented over \$200 million in capital projects that GUC has to do over the next few years. GUC is a capital intensive business doing long-term strategic financial planning that uses that cash.

Mayor Thomas asked if the City Council cannot establish an ordinance for that nature of a change, is that something that is done through the General Assembly.

City Attorney Holec stated that it is a legal issue and the City Council does not have the authority to change the Charter by its own action. It is an act of the General Assembly and the City Council is bound by those provisions.

Council Member Smith stated that the GUC Board does not have the authority to change the Charter either.

City Attorney Holec responded that is correct. The Charter establishes the authorities of both the GUC Board and the City Council relating to the public utilities.

General Manager Cannon stated that what the long-term financial impacts would be for the City, GUC and the customers must be understood.

Council Member Glover stated that she attended a conference last weekend in Rocky Mount, and Council Members from other cities discussed their plans to use their monies for roads, parks and requests received from the citizens.

Council Member Glover asked Mr. Boardman to comment on what was said thus far at this appeal hearing.

Mr. Boardman stated that he is not aware of any Federal Deposit Insurance Corporation law that insures \$13 million through any bank. The only people that can do that are from the State. The State is very specific on where cash goes and it must be insured 100%. The bottom line is, contrary to what has been said, the \$83 million is in a State fund and it is not in a checking account at Wells Fargo.



Council Member Smiley stated that a copy of GUC's June 30, 2015 financial statement also has a listing of the banks (Bank of America, and the Yadkin, Trust Atlantic, First Tennessee and First Citizens Banks) and the same banks are listed along with GUC's May 31, 2015 financial statements. Those financial statements listed banks that the GUC's reserves are in and many of them are local banks, which were audited.

Council Member Smiley asked Mr. Boardman if he had seen any of GUC's financial statements for the last couple of months.

Mr. Boardman responded that his presentation numbers were taken from GUC's 2014 audit.

Council Member Smiley asked Mr. Boardman if his contention is that those financial statements are inaccurate.

Mr. Boardman responded no.

Council Member Smiley stated that the appellant has acknowledged that GUC's funds are invested in local banks.

Council Member Smiley asked if it is the GUC Board's intention to invest this additional \$20 million in the RSRF, similarly to the money that is already invested in local banks.

General Manager Cannon responded that is correct. For clarification, the Local Government Commission (LGC) has rules and there are financial institutions in which GUC or the City can invest. The rule does not require that money to be insured, but LGC requires that it be backed by assets dollar for dollar. GUC is able to invest money and intends to invest money with local banks.

Council Member Smith stated that since the City Council is looking at all of these savings, what is GUC doing to increase the energy efficiency in the low income areas where the utility bills are often doubled.

General Manager Cannon responded that \$100,000 is in GUC's FY 2016 Budget to start a program with the City of Greenville, which will be administered through the City's Community Development Department for energy efficiency improvements in homes.

Council Member Smith asked how soon will the program commence because she has asked about something similar for the last six years.

General Manager Cannon responded that as soon as GUC receives the request from the City, GUC will hand that money over to the City to fund the program.



City Manager Lipscomb responded that hopefully, the City will have something this fall. Staff is looking at having some local agencies to provide assistance with a program and the City would fund those agencies.

Council Member Smith stated that a lot of residents in her area pay double utility rates because their homes are not energy efficient. A program is critical and crucial and is needed now.

City Manager Lipscomb responded that staff will provide an updated report to the City Council in October.

Council Member Smith stated that \$100,000 is better than nothing plus providing a program will show the citizens that GUC is willing to give some of the savings back to them, because GUC is owned by the citizens.

Council Member Glover stated that she is concerned about these amounts of money are in accounts at banks accumulating $\frac{1}{4}\%$ of the savings while the City pays for the installation of street lighting. Efficient street lighting is needed in the low income communities, and GUC could do more for Greenville. As far as crime prevention, GUC could help the Police Department by installing efficient street lighting in the communities. Some areas have the same old street lighting from years ago.

Council Member Glover asked about the comments made about GUC's investments helping people to get loans to buy and build houses.

General Manager Cannon responded that GUC invests that money in local banks and the interest is used to loan that money to those who want to buy homes.

Council Member Glover stated that local banks have not traditionally loaned money in the poor census tracts in Greenville since 1965. Those citizens have always been steered to subprime mortgage lenders and that has not changed. Investing GUC's money in banks for people to buy big houses and to build big communities does not help them. John Silvers, who spoke before the City Council, investigated subprime mortgage lenders and wrote an article about his findings. A city is only as good as the poorest of its people. People are struggling and GUC looks mighty healthy.

Council Member Glover stated that while riding around her community, it is bothersome not being able to see the houses or people walking at night or children playing due to the lack of efficient street lighting. Additionally, she almost injured people walking in the streets because there are limited sidewalks in certain areas of Greenville.

Council Member Glover stated that GUC should invest some of that money in the poor communities. People contact her when they have past due payments and their utility services are disconnected including elderly ladies with oxygen tanks. She does not foresee that Mr. Boardman is totally wrong in what he has stated this evening. She is unhappy



about Greenville's only 7% rate reduction while GUC has money in banks everywhere. The \$100,000 offered by GUC is not enough considering all of the City's needs and that is not sticking well with her or her constituents.

Council Member Blackburn stated that her understanding of the process was, further confirmed by remarks this evening, part of the goal was to create a sense of stable utility rates. One of the last things that the City would want to do, when trying to foster economic development, is to demonstrate itself as a city with instability.

Council Member Blackburn asked GUC staff to address the importance of that stability in terms of rate structure. Also, she asked GUC staff to reiterate some of the increases that are anticipated and how the stability plan is going to allow GUC to absorb those increases and keep rates stable.

General Manager Cannon responded that GUC met with several stakeholders in the community including some of the bigger job creators in the community and they indicated that they prefer stability and predictability and, of course, lower rates. But they want a lower rate that can be predictable over a longer period of time. That is how GUC came up with the strategy based on the City Council's guidance and the feedback from GUC's customers. GUC also looked at reliability. GUC invest a lot of money in its utility system, but GUC has some of the highest reliability rates in the country. If the City Council looks at GUC's duration averages and its frequency of averages in its electric system, it is almost half of what the some of the investors in utilities are and that is because GUC is reinvesting that money into the utility that is owned by the citizens of Greenville. GUC does that so that it has the ability to go out and attract people who need reliable power, gas, and abundant water and wastewater services in order to come to this community and create jobs.

General Manager Cannon stated DEP recently had a retail rate decrease, redoing them on the wholesale side. The wholesale forecast going forward is an average of 3.5% a year. This money is going into a RSRF and will be going back to the customers in a form offsetting future rate increases for five years. If something would happen and the forecast would come in lower, GUC can adjust that forecast or either further reduce rates or extend that period for a longer period of time. What if something would happen in this country and Shell's exploration of natural gas went away? Rates could double overnight because of nuclear accidents, war, hurricanes, or something to do with regulatory activity that would limit Shell's exploration with natural gas. Rates could raise very rapidly overnight and this gives GUC the ability to have a sharper absorbent in place if that was to happen. GUC could layer that in for the future and not have to have rate shock for its customers. This is a tool that gives flexibility.

Mayor Thomas asked if the other municipalities mentioned have committed to a strategy. General Manager Cannon responded that they have announced what their decreases are and when rate increases are expected. Some of them are not passing along any savings rate now because they are behind in their infrastructure needs and having to reinvest in those needs, particularly, on their electric systems.



Council Member Glover asked how much of a percentage is the City supposed to be receiving from GUC.

Mr. Boardman responded that regarding the \$6 million, it is strange that GUC with \$83 million has to take another \$13 million for a RSRF. GUC's staff may have talked to the businesses, but he talked to the people, who said that they would rather have the \$150-\$200 savings now and will worry about the 2%-3% DEP increase two years from now along with Wilson and the other cities. A comment made by the City of Wilson's staff is our goal in this effort is passing on the savings to our customers reaching rate parity with DEP and passing on the highest percentage rate decrease in any of the 32 cities. Mr. Boardman stated that would put a smile on the face of every one of the 41,000 homes that are in this city. \$150 is a lot to the people in the community; it is one week of food, schools supplies, and gas in their cars. Why the GUC Board would make a decision not to hand back 15% to everybody in this community is beyond his comprehension. GUC had \$83 million of rate stabilization and does not need \$13 million more.

Motion was made by Council Member Smiley and seconded by Council Member Blackburn to affirm the decision of the Greenville Utilities Commission as to the rates.

Council Member Croskery stated that he has been the Council Liaison to the Greenville Utilities Commission for the last two years. At their monthly meetings, the GUC Board receives a set of bar graphs showing GUC's rates compared to other comparable communities. Almost monthly, the bar rates on multiple utilities (electricity as well as water and sewer) are at or below medium and are below compared to most of the communities in Eastern North Carolina. He feels that the GUC Board has been businesslike in its approach to this matter and has had discussions with very important people, who control the bond ratings for this capital intensive entity. GUC has considerable regulations and requirements for enhancement and enlargement of the City's utilities, which also includes the water system. There must be a rate stabilization of considerable millions of dollars available to the utility to do that over the five-year plan period.

Council Member Croskery stated that he has been through three sets of GUC's five-year plans going forward and in each year they are tweaked a little bit, but they are generally very faithful to the plan. He feels that this matter has been vetted very carefully. In fact, there were a set of four different strategies that the GUC Board started with for the rate stabilization and one of them was giving it back to the customers. For a number of reasons, the GUC Board felt it was more prudent to do it this way and he has no reason to disagree with that. Regarding utility bills, it is not just rates; it is consumption, which needs to be addressed. He is in support of the motion.

Council Member Smith stated that she will never say that when the City receives new information that does not mean that things cannot change and questions cannot be asked. Mr. Boardman is commended for his research because he is a concerned citizen and that is what concerned citizens should do. When looking at the rates and consumption, she shares some of the sentiments of the citizens in her area. She cannot complain about her utility



bills because she has been shown utility bills over \$1,000 by people, who she must represent and they cannot afford that amount on a monthly basis. Her decision about this agenda item will not be based on how much she is able to pay for her utility services because she understands the need to make sure the savings are passed along to the citizens.

Council Member Glover stated that she represents the heavy minority areas, and at the City Council meetings with GUC, she always asked about how the rate stabilization would benefit the citizens, not only for the poor areas, but for the affluent areas as well. You really have to see how people live day to day, and she loves people while others are businesslike and are concerned about numbers. She paid for prescription expenses for people who are struggling to pay their utility bills. It is surprising how many seniors' utility services are disconnected at their residences in this city. She does not feel that a 7% retail rate reduction is good enough, when trying to maintain this city and making it a good one.

Mayor Thomas stated that this has been a tremendous financial burden not just on Greenville, but most of Eastern North Carolina's largest municipalities. It has been a huge debt on this community for decades, which has been the reason for the rates that citizens had to pay. From an economic background, there are assets to why companies look in this area and there are also challenges. The stabilization increases the likelihood of bringing companies and jobs to Greenville and it raises net income across-the-board and increases viability as a community. He looks forward to a defined plan with the City and GUC of what can be done for the City's populations who do live near, grow or struggle on the poverty line and pay way more for utilities. To help create these efficiencies where per capita and pursue that citizens are not paying way more for utilities. Let this be a watershed moment that the City and GUC can both invest and help to create more stable homes and environments in this community. At this meeting, a strategy has been put forth and some information has been clarified to some degree.

Council Member Smiley stated it is probably fair to point out that GUC provides extraordinary service to the citizens of this city and county at a level that is remarkable on a national wide level. Thus it turns over \$6 million directly to the City's General Fund. GUC is not a profit making company – it does not earn profits and turn those over to a set of shareholders somewhere. GUC either keeps the money and reinvests it in the system or passes the money to the City. \$6 million is a lot of compassion. That is a lot of rescue personnel, code enforcement officers, and city services, and it is only fair to remind people of that. At the end of the day, citizens agree that they profit in many ways.

Council Member Smith stated that one of the things that she looked at in GUC's Charter is the annual transfer being 6% of the difference between the natural gas system, which would be GUC's net fixed assets. When looking at the budget for the last couple of years, GUC does wonderful financial planning for five years; however, it is puzzling when it is time for the transfer, the City does not receive the full amount. Often a statement is made that there are projects that are being done, but some of the projects on the books will not commence until years from now, but the City does not receive the full transfer amount.



What is the City looking like as far as receiving the full transfer amount according to the Charter? She would like that to be consistent so citizens can be told that the City is receiving absolutely what has been agreed upon from GUC. If the full amount is \$6.3 million and the City receives \$6.1 million, the question will be asked why didn't the City receive all of the money.

Council Member Smith stated that when citizens listen to what is being said at this meeting about GUC having so many millions, it is difficult to answer some of their questions. She would like to take that shadow of doubt away. When GUC is doing their planning for five years, it would be crucial and critical as well as helpful that the City and GUC show that the full transfer amount is received by the City. That has not been done for several years and if it is done, it would eliminate some argument from the citizens about receiving all of the services. She would like to keep that partnership at the top of the City's radar to make sure citizens and the City are receiving what they deserve because GUC was built by the citizens.

There being no further discussion, the motion to affirm the decision of the Greenville Utilities Commission as to the rates passed with a 4:2 vote. Mayor Pro-Tem Mercer and Council Members Blackburn, Smiley, and Croskery voted in favor of the motion and Council Members Smith and Glover voted in opposition.

RESOLUTION APPROVING AN AMENDMENT TO THE LEASE AGREEMENT WITH
MAGNOLIA ARTS CENTER, INC. - (Resolution No. 045-15)

Recreation and Parks Director Gary Fenton stated that approximately three years ago, the City started its search for a non-profit to lease the old Teen Center building in the Perkins Complex at 1703 East 14th Street. The building was deteriorated, had some roof leaks, and was not Americans with Disabilities Act (ADA) accessible. The cost to the City was approximately \$9,000 for utilities in a year, while the building was only generating about \$2,000 from rental fees. Other recreation and parks facilities of higher priority were taking the Recreation and Parks Department's limited maintenance dollars. The City's goal was to find a use for the building that might be beneficial to the public and fitting for activity that would take place in a park, might stop any further deterioration on the building, and take the financial burden off the City. Of all the organizations responding to the City's request for proposals, the Magnolia Arts Center (MAC) was considered the best fit.

Recreation and Parks Director Fenton stated that MAC was given a five-year lease two years ago with a five-year renewal option and was responsible for all expenses associated with the facility's operation and renovation. MAC completed numerous capital improvements to the facility in order to make it usable for their theater productions. Also, they have made it available for rental to other organizations. MAC was also charged with renovating restrooms and making them as well as the building itself and the road of travel from the parking lot ADA accessible within three years. It was anticipated that the restrooms would cost approximately \$40,000. A little over three years remains on the first five-year term, which would make the total years remaining on the lease eight assuming the second five-year option was enacted. However, the MAC Board is about to embark on a



\$70,000 capital fundraiser to make capital improvements including the restrooms renovation, and they would like to be able to tell potential donors that their support would impact MAC's operations for a minimum of 10 years.

Director of Recreation and Parks Fenton stated that a month or two ago, MAC requested a two-year extension on their lease. The Recreation and Parks Commission recommended an amendment to the original lease increasing the renewal option from five to seven years with all the other conditions of the lease remaining intact would be the most effective way of accomplishing that.

Council Member Smith asked if her previously reported concern was shared with the MAC Board.

Director of Recreation and Parks Fenton responded that he had done so and the MAC Board shared forms with him indicating the number of rentals at MAC.

Council Member Smith asked whether the MAC Board is aware that after the City Council awarded the lease contract at its August 8, 2013 meeting, she was contacted on August 29, 2013 about a request and partnership opportunity received by the Recreation and Parks Commission. Council Member Smith stated that a citizen inquired about the use of the facility and was told to wait until MAC was settled at the building. On February 26, 2014 at a MAC meeting, she read the information that was submitted, which stated that the citizen would be perfect and willing to partner with people. The citizen's play was performed in another community because no action was taken about his request. This is unacceptable especially when she personally escorted that individual to the ribbon cutting at MAC. Also, she supported MAC and served on the committee for selecting the tenants for the old Teen Center. People in the community have been looking for this type of outlet and if they are not receiving answers, they feel shut out of the community.

Council Member Smith asked if MAC communicated and partnered with the individual as of August 29, 2013.

Director of Recreation and Parks Fenton responded that there has been interaction according to the MAC representatives. There was an offer for the individual to be an assistant director in one of MAC's plays.

Council Member Smith stated that she speaks highly of MAC and would not want others speaking negatively about their experiences with the City and MAC.

MAC Board Member Collice Moore, Jr. stated that they communicated with the individual, when MAC had no policy in place to rent the building. Currently, the rental policy is available at MAC's website or can be emailed to individuals upon their requests. Admittedly, they may have lapsed in communication with this individual. Since that time, MAC has partnered with 10 plus organizations throughout the City of Greenville, and non-profits and art organizations are repeat customers, who have signed up to rent the building



commencing now thru the end of the year. If this opportunity was overlooked in August 2013 and there was an issue, they apologize and will correct it, if needed. It was not done on purpose, and they have communicated with this individual on several occasions. There is no reason why the MAC Board would deny anybody from using the building because everybody is given the same policy to use it.

Council Member Smith requested that the MAC representatives contact the individual and stated that when people go to other communities to get what they are excited about and it is available in Greenville, it does not look good. She would like some type of resolution to this matter because it would show that there is inclusion in the City. She does not want to be part of shutting out a group that has been waiting two years for a response.

MAC Board Member Moore stated that MAC representatives have reached out to the individual and they do not always get clear answers about his plans, however, he will contact and send the rental form to him. MAC is an inclusive organization, and jazz, comedy, and spoken word poetry have been performed in that building located in an inclusive community. He does not want the message to get out that MAC is not an inclusive organization for the City of Greenville.

Council Member Blackburn asked if MAC rents the building only to non-profit organizations or is it to all comers.

MAC Board Member Moore responded that the lease contract states that MAC rents the building to non-profits and art organizations, and leasing the building is under MAC's supervision.

Director of Recreation and Parks Fenton stated that there is a different rental rate for profit organizations versus non-profit organizations.

MAC Board Member Moore stated that is correct. At the MAC's website, there are rental rates for non-profits, profits, and for groups outside of Pitt County as well.

Council Member Blackburn asked if MAC rents to organizations instead of to an individual.

MAC Board Member Moore responded that so far, MAC has rented to non-profits, some educational organizations, and a business entity, which paid the for profit fee, from Wilmington for an entertainment purpose (a concert). MAC has not rented the building for parties, weddings, or other similar events. They have rented to something that is consistent with MAC's goals.

City Attorney Holec read the lease provision in the agreement:

3. Use of Leased Premises

LESSEE shall use the leased premises for meetings, productions, and sponsored functions of the LESSEE and for other meetings, productions, and functions of other non-profit arts and education



organizations conducted under the supervision of the LESSEE which are compatible with the mission of the LESSEE as a tax-exempt, non-profit organization. LESSEE shall make no other use of the leased premises without the prior written consent of the LESSOR.

Motion was made by Mayor Pro-Tem Mercer and seconded by Council Member Croskery to adopt the resolution approving an amendment to the lease agreement with Magnolia Arts Center, Inc. and authorizing the City Manager to execute the amendment to the existing lease agreement, effective September 1, 2015. Motion carried unanimously.

MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) PROGRAM UPDATE

The Minority and Woman Business Enterprise Program (MWBE) Coordinator, Denisha Harris, stated that MWBE is a joint program between the City of Greenville and the Greenville Utilities Commission (GUC). Its purpose is to ensure that minorities and women have an equal opportunity in selling their products and their services to the City and GUC, including construction services, supplies and materials, and professional and personal services. The five major functions of the MWBE are as follows:

1. Serves as liaison between MWBE firms and buyers. Includes knowledge, access, and resource networks.
2. Responsible for compliance with NC General Statutes and City/GUC Policy. Provides guidance and training on MWBE requirements.
3. Reports MWBE participation to the State of NC, City Council, Utilities Commission, and other interested bodies.
4. Provides business development and technical assistance to MWBE firms.
5. Develops and creates strategic alliances to increase the participation and utilization of MWBE.

Coordinator Harris stated that MWBE defines minority as 51% of the business is owned and operated by a business owner(s) who is a member of at least one of the targeted groups in Subsection (b) of MWBE's goals: (1) Black, (2) Hispanic, (3) Asian American, (4) American Indian, (5) Female, (6) Disabled, and (7) Disadvantaged. All MWBEs must be certified by the North Carolina office for Historically Underutilized Businesses. The certification is free of charge and lasts for four years.

Coordinator Harris stated that in construction, the City's goal is 10% minority and 6% women owned businesses; in services the goal is 4% minority and 4% women owned; and in supplies and materials, 2% minority and 2% women owned is the goal. The City has MWBE because it is required by State law, but historically and even into present day, MWBE firms are not utilized in proportion to their availability in the market. As a nation and community, the City values diversity and equal opportunity. Other value propositions for having a MWBE Program are it's a smart economic decision and it's just good business. Growing firms create jobs and strengthen the overall economic activity in the City. The



more people added into the competitive bid process, the better the prices and the higher the quality of services – when firms compete, taxpayers win.

Coordinator Harris summarized the activities and outcomes of the Minority and Woman Business Enterprise Program (MWBE) for fiscal years 2013 and 2014, stating the following:

As of June 30, 2013, the City expensed a total of \$25.1 million in procurement and contracting. This number excludes all ineligible expenses. Those are the expenses that are not a part of the competitive bid process such as salaries and travel. This number is down by 3.5% or 12.3% from previous Fiscal Year 2012, primarily, due to the decrease in construction dollars. The total apparatus, supplies, materials and equipment (ASME) spend increased approximately \$1 million in Fiscal Year 2013 over the previous year. However, this total was \$1 million shy of the 2010 spend, which was the highest in recent history. Services spend remained flat than the previous year. The total MWBE spend for 2013 equals \$3 million or 11.9% of that \$25.1 million. Overall, the percentage of the minority's spend increased from the previous fiscal year even though the City's procurement decreased. 33% of those MWBE funds doing businesses with the City were new firms. This can be linked to the burst of outreach efforts of the program.

As of June 30, 2014, the City expensed a total of \$23 million in procurement in contracting dollars. This excludes the City's ineligible expenses, which are salaries and travel. This number is down \$2.1 million or 9% from FY 2013. Primarily, due to a decrease in construction costs. The ASME spend continued to climb, up approximately \$2 million of the 2013 numbers. Services spend remained flat by over a \$.5 million between the two years. MWBE spend was \$2 million or 8.7%, which hits the midpoint for MWBE spend for the past five years. The steady decline in construction could presumably affect the level of overall MWBE participation as this category of work has the most availability for MWBE firms.

For construction and repair, the City exceeded its MWBE goals in 2013 and 2014. In 2013, the attainment was 19.61% and in 2014, it was 10.67%. This attainment is likely due to strong representation of MWBE prime contractors actively engaged in the process and winning bids coupled with the number of opportunities. MWBE's goal for the services category is above 1% for the first time in the recent history at 3% for 2013 and 2% for 2014. Most participation is concentrated in the general services contracting areas. However, there are increasing numbers in professional services. MWBE's participation for supplies and materials also showed improvement, meeting and surpassing the goal for both years – the best attainment in recent history – 2.25% in 2013 and 2.46% in 2014.

Regarding participation in the construction category, the City was able to meet or exceed its MBE (10%) and WBE (6%) goal in 2013, but fell short of attainment in 2014 at slightly over 2%. This drop in attainment is most likely due to the decrease in construction opportunities overall and subcontracting opportunities specifically. WBE participation is mostly obtained in the subcontracting category because of fewer WBE primes. With the City's need for large dollar projects with more subcontracting opportunities, the goal was harder to achieve. The services category is above 1% for the first time in recent history for



both fiscal years and the supplies and materials category’s 2013 numbers are less than 1%, yet 2014 showed a dramatic improvement with goal attainment of almost 7%.

The MWBE Office performs a variety of functions to fulfill its mission of providing equal opportunity. During the year, she attends various outreaches, conferences and events. MWBE hosts two signature events to engage the City’s local and surrounding areas’ market. The Mix-n-Meet is held in the spring and is an opportunity for businesses to show cast their products and services directly to the buyers and project managers of both the City and GUC. The Minority Enterprise Development (MED) Week is an opportunity for Greenville to pay tribute to the economic impact of its outstanding MWBE sponsorship and advertising. This year’s MED Week is scheduled for September 28 – October 3.

Mayor Thomas asked whether the City’s demographic in people changed or is there a new population starting to appear in the City for the past few years that MWBE is trying to reach out to.

Coordinator Harris responded certainly because Greenville is a dynamic community with a lot of economic development centers that bring a diverse business base. Over the years, she has seen a lot of diverse businesses come into the City. Some emerging and younger businesses are coming into the City and the owners show an interest in engaging with the City and finding out new opportunities. More MWBEs are wanted to engage with the government and to be part of the program.

Council Member Smith asked if someone is interested in the General Services Administration (GSA) certification, should they contact the MWBE office for assistance.

MWBE Coordinator Harris stated that the GSA is a federal certification and she would be happy to lead them to the correct resources for assistance.

REVIEW OF AUGUST 13, 2015 CITY COUNCIL AGENDA

The Mayor and City Council reviewed the agenda for the August 13, 2015 City Council meeting.

COMMENTS BY MAYOR AND CITY COUNCIL

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



CITY MANAGER'S REPORT

City Manager Lipscomb announced that a Greenville police officer was involved in a shooting incident this past weekend. The police officer mentioned that his training helped him to survive. Training is a very important aspect of law enforcement and she is glad that a good job was done in preventing others from being hurt.

Monthly Update on Performance Management System

Human Resources Director Leah Futrell reported that the Performance Management System is progressing very well and is on schedule. Since the June update, the consultant was on site on June 16 and 17, 2015 and met with City Manager Lipscomb, Department Heads, both collectively and individually, and various employees regarding the Performance Management System and what those employees would like to see in the new system. Also, in June, employees completed a survey to provide feedback related to the City's current performance evaluation process and to share their thoughts about pay for performance. On July 13 and 14, 2015, the consultant's Subject Matter Experts were on site to identify specific job competencies. Over 50 employees participated in this two-day session and their input was critical and allowed staff to move forward with the remaining phases. The Human Resources Department and the consultant are currently working to obtain final approval of the identified competencies and behaviors. In a couple of weeks, the next phase of the process will shift to the performance appraisal process and the actual rating scales and pay matrix, which are very important components of the process. Next month, the City Council will be updated on those pieces as staff nears the end of the project, which is slated for September 30, 2015.

Council Member Blackburn stated that this process is precedent to being able to initiate a merit pay system.

Director of Human Resources Futrell responded that is correct. This process is setting the foundation, guidelines, procedures, and, basically, the policy around pay for performance.

Council Member Glover requested information on employees who retired from their positions with the Sanitation Division or were moved from the Public Works Department to other employment with the City. She is concerned about those employees assigned to new areas and their feelings about where they are working now.

City Manager Lipscomb stated that staff will provide the City Council with that information in the next scheduled Notes to Council.

City Manager Lipscomb announced that a City Council workshop regarding the City of Greenville Personnel Policies is scheduled for Thursday, August 13, 2015, at 6:00 p.m. in



City Hall Conference Room 337. She recommended cancelling the regular City Council meeting scheduled for August 24, 2016.

City Manager Lipscomb stated that the regular first Monday City Council meeting in September will not be held because of the Labor Day holiday. Therefore, one regular City Council meeting for September is scheduled for Thursday, September 10, 2015. A joint City Council/Greenville Utilities Commission meeting regarding pay and benefits for employees will be held Monday, September 21, 2015 at 6:00 p.m. in the Greenville Utilities Commission Board Room.

Motion was made by Council Member Smith and seconded by Mayor Pro-Tem Mercer to cancel the August 24, 2015 City Council Meeting. Motion carried unanimously.

CLOSED SESSION

Council Member Croskery moved to enter closed session in accordance with G.S. §143-318.11(a)(1) to prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes, 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; G.S. §143-318.11(a)(3) to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body; and G.S. §143-318.11 (a)(6) to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee. Council Member Smiley seconded the motion, which passed by unanimous vote.

Mayor Thomas declared the City Council in Closed Session at 10:21 p.m. and called a brief recess to allow Council Members to relocate to Conference Room 337.

Upon conclusion of the closed session discussion, motion was made by Mayor Pro-Tem Mercer and seconded by Council Member Croskery to return to open session. Motion was approved unanimously, and Mayor Thomas returned the City Council to open session at 11:50 p.m.

ADJOURNMENT



Motion was made by Council Member Croskery and seconded by Mayor Pro-Tem Mercer to adjourn the meeting. Motion carried unanimously. Mayor Thomas declared the meeting adjourned at 11:51 p.m.

Respectfully Submitted

A handwritten signature in cursive script that reads "Polly Jones".

Polly Jones
Deputy City Clerk



City of Greenville, North Carolina

Meeting Date: 10/5/2015
Time: 6:00 PM

Title of Item: Approval of Transferring the Reporting Authority for the Firefighters Relief Fund Municipal Board of Trustees Report from the Clerk/Finance Officer to the Fire Chief

Explanation: **Abstract:** The City Council will consider transferring the reporting authority of the Firefighters Relief Fund Municipal Board of Trustees Report from the Clerk/Finance Officer to the Fire Chief.

Explanation: The Firefighter Relief Fund Board of Trustees Report is the annual report that lists each local fire department's Board of Trustees who serve on the local Firefighter Relief Fund Board. This is a mandatory report that must be submitted once a year by the City or County Finance Officer in order for the local fire departments to receive Firefighter Relief Funds from the Department of Insurance - Office of the State Fire Marshal (OSFM). The OSFM has updated to a new database to report information for the Firefighters Relief Fund. Since many fire departments already have access to the database and delegation for the responsibility of reporting this information has been allowed through NC General Statute 58-84-46, the OSFM recommends that the submission of the Board of Trustees report be delegated to local Fire Chiefs.

Fiscal Note: No direct fiscal impact.

Recommendation: Approve the transferal of reporting authority to the Fire Chief.

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



City of Greenville, North Carolina

Meeting Date: 10/5/2015
Time: 6:00 PM

Title of Item: Resolution approving the grant of temporary easements to the North Carolina Department of Transportation in connection with the Tenth Street Connector Project

Explanation: **Abstract:** The North Carolina Department of Transportation (NCDOT) seeks a temporary construction easement and temporary drainage easement in connection with the Tenth Street Connector Project. The easements will be located on the western portion of the Thomas Foreman Park property located at the northeastern corner of the intersection of West Fifth Street and Memorial Drive. The easements are needed in order to facilitate work involving a significant upgrade to an existing storm water drainage line.

Explanation: Included in the scope of work planned by the NCDOT for the Tenth Street Connector Project are significant upgrades to existing storm water drainage lines. As part of this planning, the work includes the replacement of an existing 48" RCP (reinforced concrete pipe) line lying in the western portion of the Thomas Foreman Park property located at the northeastern corner of the intersection of West Fifth Street and Memorial Drive. The capacity of this line is being increased with a new 60" RCP. This work requires a temporary drainage easement of approximately 0.143 acres. In addition, the work requires a temporary construction easement along Fifth Street of approximately 0.021 acres. Upon completion and acceptance of the project by the NCDOT, these easements will terminate.

Attached is the following:

- 1) Resolution approving the Grant of Temporary Easements;
- 2) Temporary Easement; and
- 3) Plan Drawings for the work.

Fiscal Note: The City will receive \$19,950 from the North Carolina Department of Transportation as compensation for the conveyance of the temporary easements.

Recommendation: Approve the attached resolution approving the grant of a temporary construction easement and a temporary drainage easement to the North Carolina Department of Transportation for the Tenth Street Connector Project.

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

Attachments / click to download

- [Temporary Easement](#)
 - [Plan Drawing](#)
 - [Resolution Approving Grant of Temporary Easements to NCDOT for Tenth Street Connector 1012574](#)
-

RESOLUTION NO. ____-15

RESOLUTION APPROVING THE GRANT OF A TEMPORARY CONSTRUCTION EASEMENT
AND TEMPORARY DRAINAGE EASEMENT TO THE
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
FOR THE TENTH STREET CONNECTOR PROJECT

WHEREAS, the City of Greenville is the owner of the property located at the northeast corner of the intersection of West Fifth Street and Memorial Drive upon which is located Thomas Foreman Park and described in the deed recorded in Book H44, Page 522, Pitt County Registry of Deeds;

WHEREAS, the North Carolina Department of Transportation has requested a temporary construction easement and temporary drainage easement in connection with the Tenth Street Connector Project – NCDOT Project No. U3315;

WHEREAS, the North Carolina Department of Transportation has offered to pay to the City of Greenville the amount of \$19,950 as compensation for the conveyance of said easements; and

WHEREAS, North Carolina General Statute 160A-273 authorizes the City of Greenville to grant easements upon any city property;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that it does hereby approve the grant of a temporary construction easement and temporary drainage easement to the North Carolina Department of Transportation upon property it owns, as described in the deed recorded in Book H44, Page 522, Pitt County Registry, for the amount of \$19,950, as compensation, said easement being needed to facilitate drainage improvements in connection with the Tenth Street Connector Project.

BE IT FURTHER RESOLVED by the City Council of the City of Greenville that the Mayor and City Clerk be and are hereby authorized to execute said temporary construction easement and temporary drainage easement for and on behalf of the City of Greenville.

Adopted on this, the 5th day of October, 2015.

Allen M. Thomas
Mayor

ATTEST:

Carol L. Barwick
City Clerk

Revenue Stamps \$ _____

Attachment number 2
Page 1 of 3

TEMPORARY EASEMENT

THIS INSTRUMENT DRAWN BY Doug Askew CHECKED BY Taylor Keith

RETURN TO: TELICS
2540 Mill Street
Winterville, NC 28590

NORTH CAROLINA
COUNTY OF Pitt
TAX PARCEL 28959

TIP/PARCEL NUMBER: U-3315 209
WBS ELEMENT: 35781.2.1
ROUTE: 10th Street Connector

THIS EASEMENT, made and entered into this the _____ day of _____ 20 _____
by and between City of Greenville
200 West Fifth Street
Greenville, NC 27834

hereinafter referred to as GRANTORS, and the Department of Transportation, an agency of the State of North Carolina, 1546 Mail Service Center, Raleigh, NC 27611, hereinafter referred to as the Department;

WITNESSETH

THAT the GRANTORS, for themselves, their heirs, successors, executors, and assigns, for and in consideration of the sum of \$ _____ agreed to be paid by the DEPARTMENT to the GRANTORS, do hereby give, grant and convey unto the DEPARTMENT, its successors, and assigns, a temporary easement for highway purposes, subject to the terms and provisions hereinafter set forth, over a portion of real property described in deed(s) recorded in Book H44, Page 522 in the office of the Register of Deeds of Pitt County, said easement being described as follows:

Temporary Drainage Easement:

Point of beginning being N 80°14'19.0" W, 222.894 feet from -Y19-Sta.15+00; thence to a point on a bearing of N 10°42'12.6" W, 198.723 feet; thence to a point on a bearing of S 16°18'23.8" W, 88.077 feet; thence to a point on a bearing of S 10°42'12.6" E, 113.108 feet; thence to a point on a bearing of N 89°25'23.7" E, 40.633 feet; returning to the point and place of beginning.

Temporary Construction Easement:

Point of beginning being N 82°03'32.1" W, 202.231 feet from -Y19-Sta.15+00; thence to a point on a bearing of N 00°34'36.3" W, 10.046 feet; thence to a point on a bearing of S 89°25'23.7" W, 93.000 feet; thence to a point on a bearing of S 00°34'36.3" E, 10.090 feet; thence to a point on a bearing of N 89°23'45.9" E, 93.000 feet; returning to the point and place of beginning.

COUNTY: Pitt WBS ELEMENT: 35781.2.1 TIP/PARCEL NO.: U-3315 209

The above described Temporary Construction/Drainage Easements will terminate upon completion and acceptance of the project. The underlying fee owner shall have the right to continue to use the Temporary Easement area(s) in any manner and for any purpose, including but not limited to the use of said area for access, ingress, egress, and parking, that does not, in the determination of the Department, obstruct or materially impair the actual use of the easement area(s) by the Department of Transportation, its agents, assigns, and contractors.

Said easement widths, station numbers, survey lines and additional easement areas being delineated on that set of plans for State Highway Project 35781.2.1 on file in the office of the Department of Transportation in Raleigh, North Carolina, and also on a copy of said project plans which will be recorded, pursuant to N.C.G.S 136-19.4, in the Office of the Register of Deeds of Pitt Attachment number 2
Page 2 of 3 to which plans reference is hereby made for greater certainty of description of the easement areas herein conveyed and for no other purpose.

This EASEMENT is subject to the following terms and provisions only:

None

There are no conditions to this EASEMENT not expressed herein.

TO HAVE AND TO HOLD said temporary easement for highway purposes, subject to the terms and provisions hereinabove set forth, unto the DEPARTMENT, its successors and assigns, and the GRANTORS, for themselves, their heirs, successors, executors and assigns, hereby warrant and covenant that they are the sole owners of the property; that they solely have the right to grant the said temporary easement; and that they will warrant and defend title to the same against the lawful claims of all persons whomsoever;

The Grantors acknowledge that the project plans for Project # 35781.2.1 have been made available to them. The Grantors further acknowledge that the consideration stated herein is full and just compensation pursuant to Article 9, Chapter 136 of the North Carolina General Statutes for the acquisition of the said interests and areas by the Department of Transportation and for any and all damages to the value of their remaining property; for any and all claims for interest and costs; for any and all damages caused by the acquisition for the construction of Department of Transportation Project # 35781.2.1, Pitt County, and for the past and future use of said areas by the Department of Transportation, its successors and assigns for all purposes for which the said Department is authorized by law to subject the same.

COUNTY: Pitt WBS ELEMENT: 35781.2.1 TIP/PARCEL NO.: U-3315 209

IN WITNESS WHEREOF, the GRANTORS have hereunto set their hands and seals (or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors) the day and year first above written.

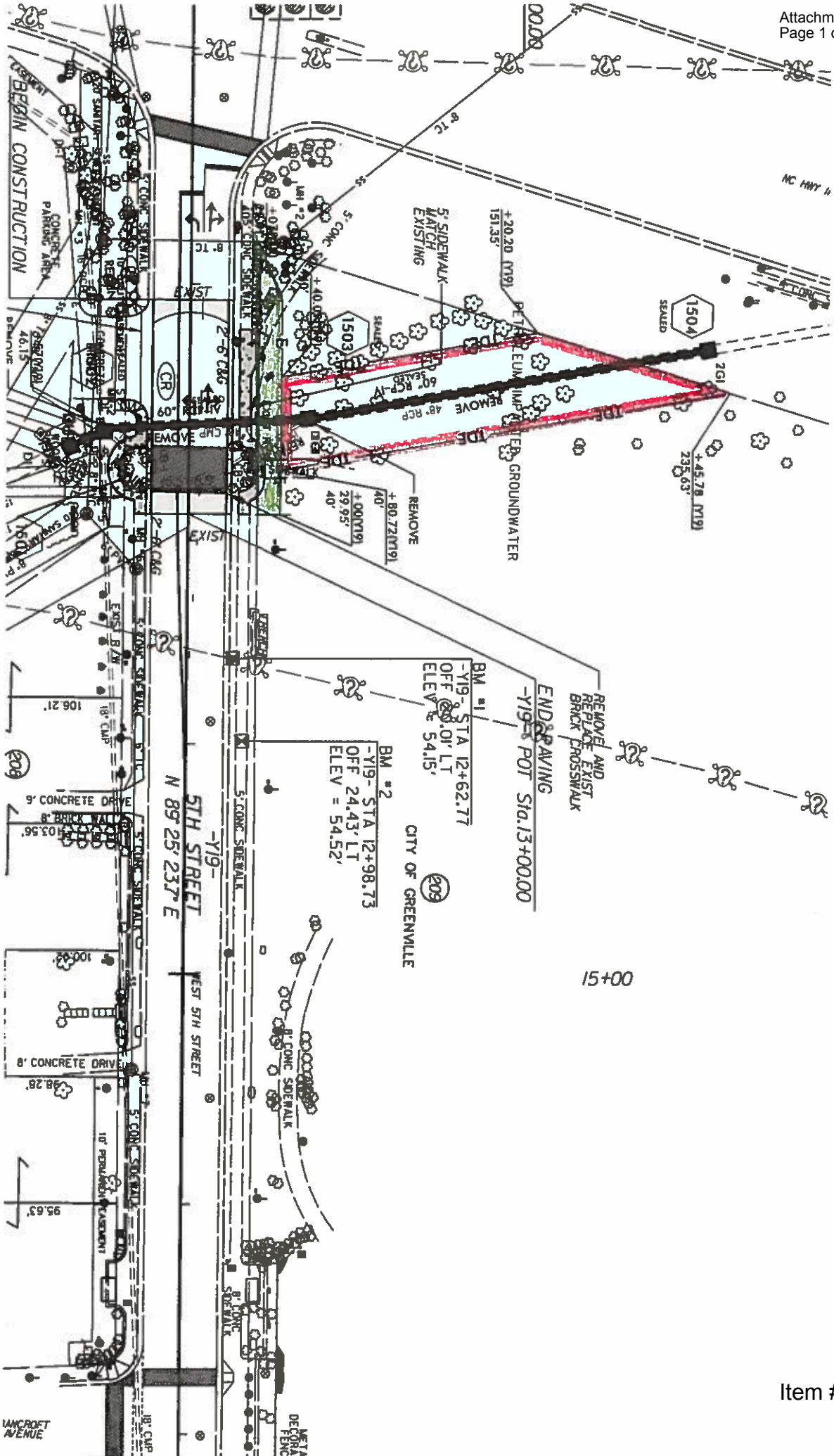
This instrument does not transfer the herein described interests unless and until this document is accepted by an authorized agent of the Department of Transportation. Attachment number 2 Page 3 of 3

____ (SEAL) _____ (SEAL)

BY: _____

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY: _____

(Official Seal)	North Carolina, _____ County
	I, _____, a Notary Public for _____ County, North Carolina, certify that
	_____ personally came before me this day and acknowledged that he/she is the CLERK of the CITY OF _____, and that by authority duly given, the foregoing instrument was signed in its name by its _____ of the CITY OF _____, sealed with its corporate seal, and attested by _____ as its CITY CLERK.
	Witness my hand and official seal this the _____ day of _____, 20 _____.
	_____ Notary Public My commission expires:





City of Greenville, North Carolina

Meeting Date: 10/5/2015
Time: 6:00 PM

Title of Item: Resolution to accept a grant from the Governor's Highway Safety Program to be used for implementation of the Bike Safe NC Program

Explanation: **Abstract:** The Police Department has been awarded \$5,000 from the Governor's Highway Safety Program to be used toward implementation, travel, and training associated with the Bike Safe NC Program implementation. City Council needs to approve a resolution to authorize acceptance of the grant funds.

Explanation: The Bike Safe NC Program provides an opportunity for the Greenville Police Department to impact bicycle safety citywide. Participation in the program makes the Department eligible to receive funds from the Governor's Highway Safety Program. The attached resolution will approve receipt of \$5,000 to be used by the Department for program implementation, associated travel, and training.

Fiscal Note: The amount of \$5,000 will be awarded by the Governor's Highway Safety Program and will be used to offset expenses associated with implementation of the Bike Safe NC Program.

Recommendation: Staff recommends approval of the resolution to allow receipt of the funds.

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Attachments / click to download

[Bike Safety Grant Resolution](#)

Resolution

North Carolina Governor's Highway Safety Program LOCAL GOVERNMENTAL RESOLUTION

WHEREAS, the Greenville Police Department (herein called the "Agency")

(The Applicant Agency)

has completed an application contract for traffic safety funding; and that City Council

(The Governing Body of the Agency)

_____ (herein called the "Governing Body") has thoroughly considered the problem identified and has reviewed the project as described in the contract;

THEREFORE, NOW BE IT RESOLVED BY THE City Council IN OPEN MEETING ASSEMBLED IN THE CITY OF Greenville, NORTH CAROLINA,

(Governing Body)

THIS 5 DAY OF October, 20 15, AS FOLLOWS:

1. That the project referenced above is in the best interest of the Governing Body and the general public; and
 2. That Sergeant Michael Montanye is authorized to file, on behalf of the Governing Body, an application contract in the form prescribed by the Governor's Highway Safety Program for federal funding in the amount of \$ 5000.00 to be made to the Governing Body to assist in defraying the cost of the project described in the contract application; and
- (Name and Title of Representative)
(Federal Dollar Request)
3. That the Governing Body has formally appropriated the cash contribution of \$ 0.00 as required by the project contract; and
 4. That the Project Director designated in the application contract shall furnish or make arrangement for other appropriate persons to furnish such information, data, documents and reports as required by the contract, if approved, or as may be required by the Governor's Highway Safety Program; and
 5. That certified copies of this resolution be included as part of the contract referenced above; and
 6. That this resolution shall take effect immediately upon its adoption.
- (Local Cash Appropriation)

DONE AND ORDERED in open meeting by _____ (Chairperson/Mayor)

ATTESTED BY _____ (Clerk)

SEAL

DATE _____

**North Carolina Governor's Highway Safety Program
Agreement of Conditions**

This Agreement is made by and between the North Carolina Department of Transportation, hereinafter referred to as the "Department", to include the Governor's Highway Safety Program, hereinafter referred to as "GHSP"; and the applicant agency, for itself, its assignees and successors in interest, hereinafter referred to as the "Agency". During the performance of this contract, and by signing this contract, the Agency agrees as follows:

A. Federal Provisions

1. **Equal Opportunity/Nondiscrimination.** The Agency will agree to comply with all Federal statutes and implementing regulations relating to nondiscrimination concerning race, color, sex, religion, national origin, handicaps, and age. These include but are not limited to:
 - (a) Title VI of the Civil Rights Act of 1964;
 - (b) Title IX of the Education Amendments of 1972, as amended;
 - (c) 49 CFR Part 21, Non-Discrimination in Federally-assisted programs of the United States Department of Transportation, hereinafter referred to as "USDOT", as amended;
 - (d) 49 CFR Part 27, Rehabilitation Act of 1973, as amended; and
 - (e) The Age Discrimination Act of 1975, as amended.
2. **Drug Free Workplace.** The Agency agrees to comply with the provisions cited in the Drug-Free Workplace Act of 1988 (49 CFR Part 29 Sub-part F).
3. **Federal Grant Requirements and Contracts.** The Agency shall comply with the following statutes and implementing regulations as applicable:
 - (a) 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;
 - (b) Office of Management and Budget, hereinafter referred to as "OMB", 2 CFR 225, Cost Principles for State, Local, and Indian Tribal Governments;
 - (c) OMB Circular A-21, Cost Principles for Institutions of Higher Education;
 - (d) OMB Circular A-122 Cost Principles for Nonprofit Organizations;
 - (e) 5 U.S.C. §§ 1501-1508 and 5 CFR Part 151 "Political Activity of State and Local Offices, or Employees" (Hatch Act); and
 - (f) 23 U.S.C. §§ 313 Buy America
 - (g) NHTSA Highway Safety Grant Funding Guidance, as revised, February 2014 (www.nhtsa.gov).
4. **Lobbying.** The Agency agrees to comply with the restrictions of lobbying members of Congress, 18 USC, Section 1913; Section 326 of the FY 2000 DOT Applications Act, prohibiting the use of USDOT Federal funds for "grass roots" lobbying campaigns to encourage third parties, members of special interest groups, or the general public to urge members of a State legislature to support or oppose a pending legislative or appropriations matter.
5. **Audits.**
 - (a) **Audit Required.** Non-Federal entities that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of OMB Circular A-133, Subpart B, § ____.200. Guidance on determining Federal awards expended is provided in OMB Circular A-133, Subpart B, § ____.205.
 - (b) **Single Audit.** Non-Federal entities that expend \$500,000 or more in a year in Federal awards shall have a single audit conducted in accordance with OMB Circular A-133, Subpart B, § ____.500, except when they elect to have a program-specific audit conducted in accordance with OMB Circular A-133, Subpart B, § ____.200, paragraph (c).
 - (c) **Non-Governmental Entities.** Non-governmental entities (not-for-profit and for-profit entities) must adhere to North Carolina General Statute 143-6.1.
6. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions.**
 - (a) The prospective lower tier participant (the Agency) certifies, by submission of this contract proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Federal Agency.

- (b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this contract proposal.
7. **Conditions for State, Local and Indian Tribal Governments.** State, local and Indian tribal government Agencies shall adhere to the standards established by 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments, and additions or amendments thereto. Agencies shall also adhere to the standards established by the Office of Management and Budget, and in particular, OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments and additions or amendments thereto, for principles for determining costs applicable to grants and contracts with state, local and Indian tribal governments.
 8. **Conditions for Institutions of Higher Education.** If the Agency is an institution of higher education, it shall adhere to the standards established by 49 CFR Part 19, Uniform Administrative Requirements for Grants and Contracts with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations and OMB Circular A-21, Cost Principles for Institutions of Higher Education for determining costs applicable to grants and contracts with educational institutions.
 9. **Conditions for Non-Profit Organizations.** If the Agency is a non-profit organization, it shall adhere to the standards established by 49 CFR Part 19, Uniform Administrative Requirements for Grants and Contracts with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations and OMB Circular A-122, Cost Principles for Non-profit Organizations for determining costs applicable to grants and contracts with non-profit organizations.
 10. **Conditions for Hospitals.** If the Agency is a hospital, it shall adhere to the standards established by 49 CFR Part 19, Uniform Administrative Requirements for Grants and Contracts with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations and 45 CFR Subtitle A, Part 74, Appendix E, Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals.

B. General Provisions

1. **Contract Changes.** This document contains the entire agreement of the parties. No other contract, either oral or implied, shall supercede this Agreement. Any proposed changes in this contract that would result in any change in the nature, scope, character, or amount of funding provided for in this contract, shall require a written addendum to this contract on a form provided by the Department.
2. **Subcontracts Under This Contract.** The Agency shall not assign any portion of the work to be performed under this contract, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this contract without the prior written concurrence of the Department. Any subcontract under this contract must include all required and applicable clauses and provisions of this contract. The Agency must submit any proposed contracts for subcontracted services to the Governor's Highway Safety Program for final approval no less than 30 days prior to acceptance.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the Agency for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Agency of the Agency's obligations under this contract. Additionally, Agencies making purchases or entering into contracts as provided for by this contract must adhere to the policies and procedures of 49 CFR 18.36 (Common Rule). Additionally, Agencies making purchases or entering into contracts as provided for by this contract must adhere to the policies and procedures of 49 CFR 18.36 (Common Rule) and Executive Order 150 as it pertains to Historically Underutilized Businesses.
4. **Incorporation of Provisions in Subcontracts.** The Agency shall include the provisions of section A-1 through A-6 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the regulations, or directives issued pursuant thereto. The Agency shall take such action with respect to any subcontract or procurement as the Department, the State of North Carolina, hereinafter referred to as the "State", the National Highway Traffic Safety Administration, hereinafter referred to as "NHTSA", or the Federal Highway Administration, hereinafter referred to as "FHWA", may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Agency becomes involved in, or is threatened with, litigation with

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a subcontractor or supplier as a result of such direction, the Agency may request the Department or the State to enter into such litigation to protect the interests of the Department or the State. In addition, the Agency may request the NHTSA or FHWA to enter into such litigation to protect the interests of the United States.

5. **Outsourcing.** All work shall be performed in the United States of America. No work will be allowed to be outsourced outside the United States of America.
6. **Property and Equipment.**
 - (a) **Maintenance and Inventory.** The Agency shall maintain and inventory all property and equipment purchased under this contract.
 - (b) **Utilization.** The property and equipment purchased under this contract must be utilized by the Agency for the sole purpose of furthering the traffic safety efforts of the Agency for the entire useful life of the property or equipment.
 - (c) **Title Interest.** The Department and NHTSA retain title interest in all property and equipment purchased under this contract. In the event that the Agency fails or refuses to comply with the provisions of this Agreement or terminates this contract, the Department, at its discretion, may take either of the following actions:
 - (i) Require the Agency to purchase the property or equipment at fair market value or other mutually agreed to amount; or
 - (ii) Require the Agency to transfer the property or equipment and title of said property or equipment, if any, to the Department or to another Agency, as directed by the Department.
 - (d) **Non-expendable Property.** Non-expendable property is defined as property or equipment having a value of \$5000 or more with a life expectancy of more than one year. Non-expendable property purchased under this contract cannot be sold, traded, or disposed of in any manner without the expressed written permission of the Department.
7. **Promotional or Other Materials.** Any promotional or other materials developed using funds from this contract must be reviewed and approved by the GHSP prior to their production. The cost of promotional materials is limited to a maximum of \$5.00 per item. Items in excess of \$5.00 may not be purchased without the expressed written approval of the GHSP.
8. **Review of Reports and Publications.** Any reports, papers, publications, or other items developed using funds from this contract must be reviewed and approved by the GHSP prior to their release.
9. **Reimbursement.**
 - (a) **General.** Progress payments, based upon actual allowable costs for not less than one (1) month or more than three (3) months may be made upon receipt of an itemized invoice from the Agency on forms provided by the Department. The itemized invoice shall be supported by documentation of costs as prescribed by the Department.
 - (b) **Approval.** The Governor's Highway Safety Program and the Department's Fiscal Section shall approve the itemized invoice prior to payment.
 - (c) **Unapproved Costs.** Any rejected or unaccepted costs shall be borne by the Agency. The Agency agrees that in the event the Department determines that, due to Federal or State regulations that grant funds must be refunded, the Agency will reimburse the Department a sum of money equal to the amount of Federal and State participation in the rejected costs.
 - (d) **Final Reimbursement Claims.** Final reimbursement claims must be received by the GHSP within 30 days following the close of the approved contract period. Project funds not claimed by this date are subject to reversion.
 - (e) **Expending Funds Under This Contract.** Under no circumstances will reimbursement be made for costs incurred prior to the contract effective date or after the contract ending date.
10. **Project Costs.** It is understood and agreed that the work conducted pursuant to this contract shall be done on an actual cost basis by the Agency. The amount of reimbursement from the Department shall not exceed the estimated funds budgeted in the approved contract. The Agency shall initiate and prosecute to completion all actions necessary to enable the Agency to provide its share of the project costs at or prior to the conclusion of the project.
11. **Program Income.** The Agency shall account for program income related to projects financed in whole or in part with federal funds in accordance with 49 CFR Part 18. Program income earned during the contract period shall be retained by the Agency and added to the funds committed to the project by the GHSP and

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be used to further eligible program objectives. Program income must be accounted for separately and the records made available for audit purposes.

12. **Project Directors.** The Project Director, as specified on the signature page of this Agreement, must be an employee of the Agency or the Agency's governing body. Any exception to this provision must have the expressed written approval of GHSP.
13. **Reports Required.**
- (a) **Quarterly Progress Reports.** Unless otherwise directed, the Agency must submit Quarterly Progress Reports to the GHSP, on forms provided by the Department, which reflect the status of project implementation and attainment of stated goals. Each progress report shall describe the project status by quarter and shall be submitted to GHSP no later than fifteen (15) days after the end of each quarter. If the Agency fails to submit a Quarterly Progress Report or submits an incomplete Quarterly Progress Report, the Agency will be subject to having cost reimbursement requests withheld. Once a Quarterly Progress Report that substantiates adequate progress is received, cost reimbursement requests will be processed.
 - (b) **Final Accomplishments Report.** A Final Accomplishments Report must be submitted to the GHSP within thirty (30) days of completion of the project, on forms provided by the Department, unless otherwise directed. If the Agency fails to submit a Final Accomplishments Report or submits an incomplete Final Accomplishments Report, the Agency will be subject to having cost reimbursement requests withheld. Once a Final Accomplishments Report that substantiates adequate progress is received, cost reimbursement requests will be processed.
 - (c) **Audit Reports.** Audit reports required in Section A-5 above shall be provided to the Department within thirty (30) days of completion of the audit.
14. **Out-of-State Travel.**
- (a) **General.** All out-of-state travel funded under this contract must have prior written approval by the Governor's Highway Safety Program.
 - (b) **Requests.** Requests for approval must be submitted to the GHSP, on forms provided by the Department, no less than thirty (30) days prior to the intended departure date of travel.
 - (c) **Agency Travel Policy Required.** For Agencies other than state agencies, out-of-state travel requests must include a copy of the Agency's travel policy, to include allowances for lodging, meals, and other travel-related expenses. For state agencies, maximum allowable subsistence is limited to the prevailing per diem rates as established by the North Carolina General Assembly.
 - (d) **Agenda Required.** Out-of-state travel requests must include a copy of the agenda for the travel requested.
15. **Conditions for Law Enforcement.** In addition to the other conditions provided for in this Agreement, grants to law enforcement agencies are subject to the following:
- (a) **Tasks Required.** The following tasks must be included in Section D of this contract:
 - (i) A minimum of one (1) nighttime and one (1) daytime seat belt initiative per month;
 - (ii) A minimum of one (1) impaired driving checkpoint per month;
 - (iii) A minimum of 50% of seat belt initiatives must be conducted at night between the hours of 7:00 p.m. and 7:00 a.m.
 - (iv) Participation in all "Click It or Ticket" campaigns;
 - (v) Participation in all "Booze It & Lose It" campaigns;
 - (vi) Participation in any event or campaign as required by the GHSP.
 - (vii) An effort must be made to utilize one of the Forensic Tests for Alcohol Branch's Mobile Breath Alcohol Testing (BATMobiles) units during at least one of the impaired driving checkpoints.
 - (b) **Certifications Required.**
 - (i) **In-car Camera or Video System.** For any in-car camera or video system purchased under this contract, it is required that the operator of that equipment has successfully completed Standardized Field Sobriety Testing training (SFST). A copy of this certificate must be filed with GHSP prior to reimbursement of in-car camera or video systems.
 - (ii) **Radar.** For any radar equipment purchased under this contract, it is required that the operator of that equipment has successfully completed Radar Certification Training. A copy of this certificate must be filed with GHSP prior to reimbursement of radar equipment.
 - (iii) **Alcohol Screening Devices.** For any preliminary alcohol screening devices purchased under this contract, it is required that the operator of that equipment has successfully completed the Alcohol Screening Test Device training offered by the Forensic Test for Alcohol Branch.
 - (c) **Report Required - Monthly Enforcement Data Report.** In addition to the reports mentioned above, law enforcement agencies must submit a Monthly Enforcement Data Report on the form provided by



the Department. If the Agency fails to submit a Monthly Enforcement Data Report or submits an incomplete Monthly Enforcement Data Report, the Agency will be subject to having cost reimbursement requests withheld. Once a Monthly Enforcement Data Report that substantiates adequate progress is received, cost reimbursement requests will be processed. The agency head must sign the form. However, the agency head may assign a designee to sign the form by providing written signature authority to the GHSP.

16. Conditions for Local Governmental Agencies.

- (a) **Resolution Required.** If the Agency is a local governmental entity, a resolution from the governing body of the Agency is required on a form provided by the Department.
- (b) **Resolution Content.** The resolution must contain a commitment from the governing body to provide the local funds as indicated in this contract. Additionally, the resolution is required even if the funding is one hundred percent from federal sources, as it serves as recognition by the governing body of federal funding for purposes of Section A-5 above.

17. Prohibited Interests. No member, officer, or employee of the Agency during his or her tenure, and for at least one (1) year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof or therefrom.

18. Continued Federal and State Funding.

- (a) **Federal Funding.** The Agency agrees and understands that continuation of this project with Federal funds is contingent upon Federal funds being appropriated by the United States Congress specifically for that purpose. The Agency further agrees and understands that in the event funds originally appropriated by Congress for these grants are subsequently reduced by further acts of Congress, funding to the Agency may be proportionately reduced.
- (b) **State Funding.** The Agency agrees and understands that continuation of this project with funds from the State of North Carolina is contingent upon State funds being appropriated by the General Assembly specifically for that purpose. The Agency also agrees that any state funds received under this contract are subject to the same terms and conditions stated in this Agreement.

19. Performance. All grants provided by the Governor's Highway Safety Program are performance-based and, as such, require that continual progress be made toward the reduction of the number and severity of traffic crashes. Any agency, whose performance is deemed unsatisfactory by the GHSP, shall be subject to the sanctions as provided for in this contract. Additionally, unsatisfactory performance shall be cause for the Department to reduce or deny future funding.

20. Resolution of Disputes. Any dispute concerning a question of fact in connection with the work not disposed of by contract by and between the Agency and the Department, or otherwise arising between the parties to this contract, shall be referred to the Secretary of the North Carolina Department of Transportation and the authorized official of the Agency for a negotiated settlement. In any dispute concerning a question of fact in connection with the project where such negotiated settlement cannot be resolved in a timely fashion, the final decision regarding such dispute shall be made by the Secretary of the North Carolina Department of Transportation, with the concurrence of the Federal funding agency, and shall be final and conclusive for all parties.

21. Department Held Harmless.

- (a) **For State Agencies.** Subject to the limitations of the North Carolina Tort Claims Act, the Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.
- (b) **For Agencies Other Than State Agencies.** The Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.

22. Records Access and Retention.

The Agency shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department, the State, NHTSA, or FHWA, as appropriate, to be pertinent to ascertain compliance with such regulations, orders and instructions. Furthermore, the Agency shall maintain such materials during the contract period, and for three (3) years from the date of final payment from the Department, for such inspection and audit. Where any information required of the

Agency is in the exclusive possession of another who fails or refuses to furnish this information, the Agency shall so certify to the Department, State, NHTSA, or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

- 23. Sanctions for Non-Compliance.** The applicant Agency agrees that if it fails or refuses to comply with any provisions and assurances in this contract, the Department may take any or all of the following actions:
- (a) Cancel, terminate, or suspend this contract in whole or in part;
 - (b) Withhold reimbursement to the Agency until satisfactory compliance has been attained by the Agency;
 - (c) Refrain from extending any further funding to the Agency under this contract with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency;
 - (d) Refer the case to the United States Department of Justice for appropriate legal proceedings.
- 24. Cancellation, Termination, or Suspension of Contract.**
- (a) **By the Department.** For noncompliance with any of the said rules, regulations, orders or conditions, this contract may be canceled, terminated, or suspended in whole or in part by the Department, by giving the Agency thirty (30) days advanced written notice. The Department, before issuing notice of cancellation, termination, or suspension of this contract, may allow the Agency a reasonable opportunity to correct for noncompliance.
 - (b) **By the Agency.** The Agency may terminate this contract by providing thirty (30) days advanced written notice to the Department.
- 25. Completion Date.**
Unless otherwise authorized in writing by the Department, the Agency shall commence, carry on, and complete the project as described in the approved Highway Safety Project Contract by September 30 of the Federal fiscal year for which it was approved.

- 26. Signature.**
By signing below, the Agency agrees to adhere to the terms and conditions of this Agreement.

AGENCY PROJECT DIRECTOR		
NAME	TITLE	ADDRESS
Michael Montanye	Sergeant	500 South Greene Street
<i>[Signature]</i>	DATE	TELEPHONE NUMBER
	10/5/2015	252 329 4597
AGENCY AUTHORIZING OFFICIAL		
NAME	TITLE	ADDRESS
Ted D. Sauls Jr	Dep. Chief	500 S. Greene Street
<i>[Signature]</i>	DATE	TELEPHONE NUMBER
	10/5/15	252 329 4320
AGENCY OFFICIAL AUTHORIZED TO RECEIVE FUNDS		
NAME	TITLE	ADDRESS
Theresa Basden	Purchasing Coord.	500 S. Greene Street
<i>[Signature]</i>	DATE	TELEPHONE NUMBER
	10/5/15	252 329 4323



City of Greenville, North Carolina

Meeting Date: 10/5/2015
Time: 6:00 PM

Title of Item: Acceptance of a four-year grant from the Community Oriented Policing Services (COPS) Office to hire four new police officers

Explanation: **Abstract:** The Police Department has been awarded a grant from the COPS Office to hire four officers to address gun violence. The City will be required to pay a match to hire these officers for the first three years and pay salary and benefits in full for the fourth year.

Explanation: In June 2015, the Police Department was granted permission to apply for the 2015 COPS Office Hiring Grant. The application was submitted on June 9, 2015, and the grant was awarded to the Department on September 21, 2015. The grant provides a federal contribution for the first three years of the grant for a total of \$500,000. The Department will be responsible for a combined contribution for the first three years of the grant totaling \$230,000. At the conclusion of the first three years, the Department must maintain the positions for an additional year in full (to include salary and benefits).

These positions will allow the Department to create a group designed to investigate firearms related offenses within the City. The addition of these four positions will increase the sworn complement of the Department from 184 members to 188.

Fiscal Note: This grant is a progress match grant meaning that the City has a match of 25% for the first year of the grant, 35% for the second, and 40% for the third. This equates to \$57,500 for the first year, \$80,500 for the second, and \$92,000 for the third. Although these amounts are subject to minor changes during the life of the grant, the total "match" for the City for the first three years of the grant is \$230,000.

The fourth year of the grant, in which the City is required to maintain the four positions including salary and benefits, will require a total expenditure of approximately \$250,000. The savings to the City over the life of the

grant is \$500,000.

The grant match for year one of \$57,500 is being funded with contingency funds in the General Fund as included in budget ordinance amendment #3 to the 2015-16 City of Greenville budget.

Recommendation: Staff recommends approval of the grant award, an increase in the sworn complement of the department from 184 to 188, and approval to hire the new positions immediately.

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Attachments / click to download

 [COPS Hiring Grant Award Letter](#)

Ted D. Sauls

From: Office of Community Oriented Policing Services (COPS)
<copsusdoj@service.govdelivery.com>
Sent: Monday, September 21, 2015 1:25 PM
To: Ted D. Sauls
Subject: Re: COPS Hiring Program Grant - LE



U.S. DEPARTMENT OF JUSTICE
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES
145 N Street, NE, Washington, D.C. 20530

COPS

September 21, 2015

Chief of Police Ted Sauls
Greenville Police Department
500 South Greene Street
Greenville, NC 27835

Re: COPS Hiring Program Grant
ORI#: NC07403

Dear Chief of Police Sauls :

Congratulations! On behalf of Attorney General Loretta E. Lynch, I am pleased to inform you that the COPS Office has approved your agency under the 2015 COPS Hiring Program (CHP). The *estimated* amount of federal funds to be awarded to your jurisdiction over the three-year grant period is \$500,000. Your agency may use CHP grant funding to hire new officers or rehire officers who have been laid off, or scheduled to be laid off on a specific future date, as a result of local budget reductions, on or after the official grant award start date. Please note that any changes to the awarded hiring categories require an official review and approval by the COPS Office. For a complete

list of awarded agencies and award amounts, please visit our website at:
<http://www.cops.usdoj.gov/Default.asp?Item=2367>.

To officially accept and begin your COPS Hiring Program grant, your agency must access www.cops.usdoj.gov and select the Account Access link in the upper right corner to log in, review, and electronically sign the Award Document (including Grant Terms and Conditions) and any special conditions as applicable. In addition, if your agency was awarded funding for School Resource Officers, a Memorandum of Understanding (MOU) must be signed by the law enforcement executive and designated representative for the school/school district and submitted to the COPS Office for review. Additional details about the process and deadline for MOU submission will be provided in a subsequent document. This document, along with your Award Document and official Award Congratulatory Letter, will be placed in your online account on or around October 1, 2015.

In order to electronically sign your Award Document, the appropriate Account Roles, with E-Signature and User Permissions must be established and assigned in Agency Portal. The Agency Portal Instruction Manual currently available on the COPS website at <http://cops.usdoj.gov/pdf/UserGuide.pdf> has been enhanced to include a Quick Step Guide. This guide will provide your agency with all of the information needed to successfully establish Account Roles and assign User Permissions in preparation to sign the Award Document as well as manage many aspects of your COPS grant online. Please review and follow these steps carefully as this is the only method for signing your Award Document.

The CHP grant award start date is **September 1, 2015**. Therefore, your agency can be reimbursed for allowable and approved expenditures made on or after this date. Please be advised that some of your requested items may not have been approved by the COPS Office during the budget review process. When you receive your award package, please carefully review your Financial Clearance Memorandum (FCM) to determine your approved budget, as grant funds may only be used for approved items. The FCM will specify the final award amount, and will also identify any disallowed costs. We strongly encourage you to visit <http://cops.usdoj.gov/Default.asp?Item=2367> immediately to access a supplemental online award package that contains a variety of important and helpful documents that will assist you with the implementation of your grant, including the 2015 CHP Grant Owner's Manual, which specifies the programmatic and financial terms, conditions, and requirements of your grant. Please print out a copy of your application and maintain it with your grant file records.

As a reminder, all positions awarded under CHP (or an equal number of veteran officers) must initiate or enhance community policing in accordance with the community policing strategy as described within Section 6 of your application. If, for any reason, your agency finds that your community policing strategies have significantly changed from those outlined in your application (e.g., because you received fewer officers than originally requested and thus must alter the scope of your community policing strategies), please revise the strategy accordingly and submit it to the COPS Office for review and approval.

As part of the 2015 COPS Hiring Program, your agency will be required to submit quarterly Federal Financial Reports (SF-425) as well as quarterly program progress reports. CHP grantees should be prepared to track and report CHP funding separately from other funding sources (including other COPS and federal grants) to ensure accurate financial and programmatic reporting on a timely basis. Your agency should ensure that you have financial internal controls in place to monitor the use of CHP funding and ensure that its use is consistent with the grant terms and conditions. In addition, your agency will be required to complete the Community Policing Self-Assessment Tool (CP-SAT) at the beginning and again towards the end of the grant award period.

Also, please remember that grantees must retain all sworn officer positions awarded under the 2015 CHP grant for a minimum of 12 months following the 36-month federal funding period. The retained CHP-funded position(s) should be added to your law enforcement budget with state and/or local funds, over and above the number of locally-funded positions that would have existed in the absence of the grant. In your 2015 CHP grant application, your agency was required to affirm that it plans to retain the additional officer positions awarded following the expiration of the grant, and to identify the planned sources of retention funding. If, during the life of the grant, you have questions regarding the retention requirement or your retention funding sources, please contact the COPS Office for assistance.

We look forward to working with your agency in a productive partnership to further your community policing efforts. If you have any questions about your grant, please do not hesitate to call your Grant Program Specialist through the COPS Office Response Center at 1-800-421-6770.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Davis", written in a cursive style.

Ronald L. Davis
Director

This email was sent to tsauls@greenvillenc.gov using GovDelivery, on behalf of: Office of Community Oriented Policing Services (COPS) · 145 N St, NE · Washington, DC 20530 · 800-421-6770



City of Greenville, North Carolina

Meeting Date: 10/5/2015
Time: 6:00 PM

Title of Item: Resolution approving the execution of a municipal agreement with the North Carolina Department of Transportation for Section 5303 Planning Grant Funds

Explanation: **Abstract:** Each year, the City receives Section 5303 grant funding to help support the planning needs of the Greenville Area Transit (GREAT) system. Obtaining this funding requires the execution of a municipal agreement with the North Carolina Department of Transportation (NCDOT).

Explanation: The City of Greenville is annually awarded a planning grant to assist in conducting short-term and long-range planning for the City's bus service. The City's request for planning funds is submitted as part of the Greenville Urban Area Metropolitan Planning Organization annual Planning Work Program. This agreement provides GREAT planning funds for FY 15-16. The Federal Transit Administration and NCDOT are the approving agencies for this grant. The Federal portion of the grant funds 80% of the cost of the program while the State funds 10%. These funds are used to support the salaries of the Transit Manager and the Transit Coordinator.


<u>Fiscal Note:</u>	Federal Share	\$33,840.00
	State Share	\$ 4,230.00
	Local Share	<u>\$ 4,230.00</u>
	TOTAL	\$42,300.00

The allocations listed above have been budgeted in the approved FY16 City budget.

Recommendation: Approve the resolution authorizing the municipal agreement for the Section 5303 Planning Grant Funds and authorize the City Manager to execute the agreement between the City of Greenville and NCDOT.

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Attachments / click to download

 [FY_16_5303_Resolution_1_COG_1012277](#)

RESOLUTION NO.
RESOLUTION AUTHORIZING THE FY 2016 PLANNING WORK PROGRAM
OF THE GREENVILLE URBAN AREA
5303 Grant Program

A motion was made by Council Member _____
and seconded by Council Member _____
for the adoption of the following resolution, and upon being put to a vote, was duly adopted.

Whereas, a comprehensive and continuing transportation planning program must be carried out cooperatively in order to ensure that funds for transportation projects are effectively allocated to the Greenville Urban Area;

Whereas, the City of Greenville has been designated as the recipient of Federal Transit Administration Metropolitan Planning Program funds;

Whereas, the City of Greenville will comply with all requirements as set forth in the 5303 Planning Grant Program and appropriate applicable regulations or guidance;

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

1. That the City Manager is authorized to execute this Agreement for Transit funding under the 5303 Planning Grant Program.
2. That the Mayor and/or City Manager are authorized to submit any additional information as the Federal Transit Administration or the North Carolina Department of Transportation may require in connection with this project.

ADOPTED this the 5th day of October, 2015.

Allen M. Thomas, Mayor

CERTIFICATION

The undersigned duly qualified City Clerk, acting on behalf of the City of Greenville, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Greenville City Council on October 5, 2015.

Carol L. Barwick, City Clerk

Date



City of Greenville, North Carolina

Meeting Date: 10/5/2015
Time: 6:00 PM

Title of Item: Renewal of Microsoft Enterprise Agreement for City-Owned Microsoft Software

Explanation: **Abstract:** The three (3) year Microsoft Enterprise Agreement that allows the City to upgrade City-owned Microsoft software (Windows, Office, Outlook/Exchange, SharePoint, servers, etc.) to Microsoft's latest software version is up for renewal. The City has participated in the Microsoft Enterprise Agreement for three (3) terms over the past nine (9) years. Renewing this agreement will allow the City to realize savings when upgrading Microsoft software products. The City paid \$156,933.62 the last year of the past agreement. Due to price increases, the addition of software products, and software license renewal, the renewal yearly cost will be \$179,652.56.

Explanation: In November 2006, the City entered into a Microsoft Enterprise Agreement (EA) with a three (3) year term. This agreement allowed the City to upgrade Microsoft software products that the City has purchased through the years, rather than paying the market upgrade price. We paid a reduced yearly fee for the right to upgrade any Microsoft product we own any time during the three (3) year term. The agreement was renewed in 2009 and 2012 and is currently up for renewal for a new three (3) year term.

We have been working with Microsoft to renew the agreement. This agreement is on the State of NC Procurement Contract. We will continue to save dollars under the agreement by not having to pay full price for our existing Microsoft products like Office, Exchange, SharePoint, servers, desktops, etc. when we do software upgrades. As an example, the new price for Microsoft Office is \$297 compared to the 3-year agreement price of \$194.76. Upgrading 575 users to Microsoft Office will save \$58,788 by being under the agreement. We will be able to upgrade all Microsoft products we own to any new software release that occurs within the time period of the 3-year agreement.

We would like to enter into a new 3-year contract with Dell, the only authorized Microsoft EA reseller on the State of NC Procurement Contract. The first year cost is \$179,652.56. The total cost for 3 years will be \$538,957.68. Dollars are

available in the 2015-2016 budget and will be proposed for the next two-year budget cycle. The contract does contain a non-appropriation clause if budget dollars are not available.

Included in the agreement were incentives for 30 hours of free training, roughly \$14,500 of planning/design time. There are other benefits that are available to us through the agreement that we will be taking advantage of, not only for IT but for the users as well--online training, Microsoft web tutorials, employee purchase program, etc.

Renewing this agreement will allow us to stay current with all of the enhancements Microsoft makes to their products in the next 3 years, as well as benefiting from the cost savings that is available.

Fiscal Note:

FY 15-16 (Year 1) - \$ 179,652.56
FY 16-17 (Year 2) - \$ 179,652.56
FY 17-18 (Year 3) - \$ 179,652.56

Funds are available in the 2015-2016 budget and will be proposed for the next two-year budget cycle. The contract does contain a non-appropriation clause if budget dollars are not available.

Recommendation: Authorize renewal of the attached Microsoft Enterprise Agreement.

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

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 [Microsoft](#)



Volume Licensing

Enterprise Enrollment

State and Local

Enterprise Enrollment number <i>(Microsoft to complete)</i>	
Previous Enrollment number <i>(Reseller to complete)</i>	8428294

Framework ID <i>(if applicable)</i>	
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This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) any supplemental contact information form or Previous Agreement/Enrollment form that may be required, (5) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. If the Enrollment is renewed, the renewal term will expire 36 full calendar months after the effective date of the renewal term. Any reference in this Enrollment to "day" will be a calendar day.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. **Order requirements.**

- a. **Minimum Order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) **Enterprise Commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, , then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products and Services.
- c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. **Adding Products.**
 - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order

is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
 - (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
 - (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may reserve the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses in excess of existing orders to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively to the month in which they were reserved.
 - (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
 - 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
 - (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
 - (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date,

and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) Late true-up order. If the true-up order or update statement is not received when due:

- 1) Microsoft will invoice Reseller for all Reserved Licenses not previously ordered and
- 2) Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. Step-up Licenses. For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

- (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
- (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. Clerical errors. Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. Verifying compliance. Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

a. Price Levels. For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. Setting Prices. Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service will be fixed throughout the applicable initial or renewal Enrollment term. Price levels and Microsoft's prices to Resellers are reestablished at the beginning of the renewal term. However, if Enrolled Affiliate qualifies for a different price level during the applicable initial or renewal term, Microsoft may at its discretion establish a new price level for future new orders either upon Enrolled Affiliate's request or on its own initiative. Any changes will be based upon price level rules in the Product Selection Form.

4. Payment terms.

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and on each Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal Option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing the Enrollment for one additional 36 full calendar month term or signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. The renewal term will start on the day following the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.
- c. **If Enrolled Affiliate elects not to renew.**
 - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
 - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
 - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price for Enrolled Affiliate's price level as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate does want an Extended Term, Reseller must submit a request to Microsoft. Microsoft must receive the request not less than 30 days prior to the Expiration Date.
 - 2) **Cancellation during Extended Term.** If Enrolled Affiliate has opted for the Extended Term and later determines not to continue with the Extended Term, Reseller must submit a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received the notice.
 - (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
- e. **Early termination.** Any Early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. **Government Community Cloud.**

- a. **Community requirements.** If Enrolled Affiliate purchases Government Community

Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

- b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

Enrolled Affiliate only

Enrolled Affiliate and all Affiliates

Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Greenville

Contact name* First Rex **Last** Wilder

Contact email address* rwilder@greenvillenc.gov

Street address* 200 West 5th Street

City* Greenville

State/Province* NC
Postal code* 27858-
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* USA
Phone* 252-329-4575
Tax ID
** indicates required fields*

- b. Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized for applicable Online Services to add or reassign Licenses and step-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Last
Contact email address*
Street address*
City*
State/Province*
Postal code* -
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country*
Phone*

Language preference. Choose the language for notices. English
 This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
** indicates required fields*

- c. Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Last
Contact email address*
Phone*

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

- d. Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* Dell Inc.
Street address (PO boxes will not be accepted)* One Dell Way
City* Round Rock
State/Province* TX
Postal code* 78682
Country* USA
Contact name* Government Contract Admin
Phone* 847-465-3700
Contact email address* US_MS_VL_Admin@Dell.com
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* _____ Printed name* Printed title* Date*
--

* indicates required fields

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
 - (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. **Financing elections.**

Is a purchase under this Enrollment being financed through MS Financing? Yes, No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.



Enterprise and Enterprise Subscription Enrollment Product Selection Form – State and Local

Enrollment Number 8428294
Microsoft to complete for initial term
Reseller to complete for renewal

Step 1. Please indicate whether Enrolled Affiliate is ordering Enterprise Products or Enterprise Online Services on the initial enrollment order. Choose both if applicable.

Enterprise Products. Choose platform option: Enterprise Desktop

Qualified Devices: 0 Qualified Users: 595

Enterprise Online Services¹

Step 2. Select the Products and Quantities Enrolled Affiliate is ordering on its initial Enrollment Order. Quantity may not include any Licenses which Enrolled Affiliate has selected for optional future use, or to which it is transitioning or stepping up within enrollment term. Products for which the Enrolled Affiliate has an option to transition or step-up should be listed in Step 3.

Products ²	Quantity
Office Professional Plus	
Office Pro Plus	20
Office Pro Plus for Office 365	
Office 365 Plans¹	
Office 365 (Plan E1)	
Office 365 (Plan E2)	
Office 365 (Plan E3)	
Office 365 (Plan E4)	
Client Access License (CAL). Choose 1 Option.	
<input type="checkbox"/> Core CAL, including Bridge CAL's (if applicable)	
Core CAL	
Core CAL Bridge for Office 365	
Core CAL Bridge for Windows Intune	
Core CAL Bridge for Office 365 and Windows Intune	
<input checked="" type="checkbox"/> Enterprise CAL (ECAL)	
ECAL	595
ECAL Bridge for Office 365	
ECAL Bridge for Windows Intune	
ECAL Bridge for Office 365 and Windows Intune	
The Client Access License selection must be the same across the Enterprise. Specify whether licensing CAL per Device or User: User	
Windows Desktop	
Windows OS Upgrade	
Windows VDA	
Windows Intune	
Windows Intune	
Windows Intune Add-on ³	
Other Enterprise Products	
Microsoft Desktop Optimization Pack (MDOP) ⁴	

If selecting **Windows Desktop** or **Windows Intune** option, **Enrolled Affiliate** acknowledges the following:

- a. The Windows Desktop Operating System Upgrade licenses offered through this Enrollment are not full licenses. The Enrolled Affiliate and any included Affiliates have qualifying operating system licenses for all devices on which the Windows Desktop Operating System Upgrade or Windows Intune licenses are run.
- b. In order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that Enrolled Affiliate has acquired qualifying operating system licenses. See the Product List for details.

Step 3. Indicate new Enterprise Products and Online Services Enrolled Affiliate has selected for optional future use where not selected on the initial enrollment order (above):

Products ²
<input type="checkbox"/> Office Pro Plus for Office 365
<input type="checkbox"/> Office 365 (Plan E1)
<input type="checkbox"/> Office 365 (Plan E2)
<input type="checkbox"/> Office 365 (Plan E3)
<input type="checkbox"/> Office 365 (Plan E4)
<input type="checkbox"/> Enterprise CAL (ECAL) Step-up, including Bridge CALs
<input type="checkbox"/> Windows Intune
<input type="checkbox"/> Windows Intune Add-on ³

This form must be attached to a signature form to be valid.



Volume Licensing

Program Signature Form

MBA/MBSA number		Proposal ID
Agreement number	01E65799	

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Enterprise Enrollment	X20-10631
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Enterprise Product Selection Form	X20-03622
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* City of Greenville
Signature* _____
Printed First and Last Name* Barbara Lipscomb
Printed Title City Manager
Signature Date*
Tax ID

** indicates required field*

Microsoft Affiliate
Microsoft Licensing, GP
Signature _____
Printed First and Last Name
Printed Title
Signature Date
(date Microsoft Affiliate countersigns)
Agreement Effective Date
(may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following

address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Licensing, GP
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA



Estimated Pricing for Budgetary Purposes
SLG Microsoft Enterprise Agreement Quote
Agreement Renewal - Due 11/30/2015

Billy Burns
 billy_burns@dell.com
 512-513-3864

Customer: City of Greenville, NC
 Customer Number: 2326192
 Current Agreement #: 8428294
 NC State-Wide Contract: 208C Microsoft Software Enterprise Reseller Agreement

Enrollment Documents Required

Contract Code: 55ADK

PLEASE SEE IMPORTANT TERMS AND CONDITIONS AT THE BOTTOM OF THIS QUOTATION

Product Description	Mfg#	Quantity	Unit Price	Ext. Price
Subscription Products				
				\$0.00
On-Prem Products				
EntCAL ALNG SA MVL Pltfrm UsrCAL wSrvcs	76A-00016	595	\$102.28	\$60,856.60
ExchgSvrEnt ALNG SA MVL	395-02504	2	\$662.07	\$1,324.14
ExchgSvrStd ALNG SA MVL	395-02504	6	\$662.07	\$3,972.42
OfficeProPlus ALNG SA MVL Pltfrm	269-12442	20	\$86.97	\$1,739.40
OfficeStd ALNG SA MVL Pltfrm	021-08258	575	\$64.92	\$37,329.00
SharePointSvr ALNG SA MVL	H04-00268	1	\$1,111.22	\$1,111.22
SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	7NQ-00292	21	\$586.04	\$12,306.84
SQLSvrEntCore ALNG SASU MVL 2lic SQLPDW CoreLic	7JQ-00781	8	\$1,101.02	\$8,808.16
SysCtrDatactr SA	T6L-00238	1	\$393.04	\$393.04
SysCtrStd ALNG SA MVL 2Proc	T9L-00223	1	\$144.18	\$144.18
VisioPro ALNG SA MVL	D87-01159	36	\$91.34	\$3,288.24
VSProwMSDN ALNG SA MVL	77D-00111	10	\$306.93	\$3,069.30
VSEntwMSDN ALNG SA MVL	MX3-00117	1	\$1,071.75	\$1,071.75
Win Ent SA Pltfrm	KV3-00353	595	\$38.38	\$22,836.10
WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL	6VC-01254	331	\$21.50	\$7,116.50
WinSvrDataCtr ALNG SA MVL 2Proc	P71-07282	10	\$1,006.28	\$10,062.80
WinSvrExtConn ALNG SA MVL	R39-00396	1	\$330.01	\$330.01
WinSvrStd ALNG SA MVL 2Proc	P73-05898	27	\$144.18	\$3,892.86
AzureMntryCmmtmntG ShrdSvr ALNG SubsVL MVL Commit Provisi	J5U-00004	1	\$0.00	\$0.00
Total Year 1 Payment				\$179,652.56
On-Prem Products				
EntCAL ALNG SA MVL Pltfrm UsrCAL wSrvcs	76A-00016	595	\$102.28	\$60,856.60
ExchgSvrEnt ALNG SA MVL	395-02504	2	\$662.07	\$1,324.14
ExchgSvrStd ALNG SA MVL	395-02504	6	\$662.07	\$3,972.42
OfficeProPlus ALNG SA MVL Pltfrm	269-12442	20	\$86.97	\$1,739.40

OfficeStd ALNG SA MVL Pltfrm	021-08258	575	\$64.92	\$37,329.00
SharePointSvr ALNG SA MVL	H04-00268	1	\$1,111.22	\$1,111.22
SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	7NQ-00292	21	\$586.04	\$12,306.84
SQLSvrEntCore ALNG SASU MVL 2Lic SQLPDW CoreLic	7JQ-00781	8	\$1,101.02	\$8,808.16
SysCtrDatactr SA	T6L-00238	1	\$393.04	\$393.04
SysCtrStd ALNG SA MVL 2Proc	T9L-00223	1	\$144.18	\$144.18
VisioPro ALNG SA MVL	D87-01159	36	\$91.34	\$3,288.24
VSProwMSDN ALNG SA MVL	77D-00111	10	\$306.93	\$3,069.30
VSEntwMSDN ALNG SA MVL	MX3-00117	1	\$1,071.75	\$1,071.75
Win Ent SA Pltfrm	KV3-00353	595	\$38.38	\$22,836.10
WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL	6VC-01254	331	\$21.50	\$7,116.50
WinSvrDataCtr ALNG SA MVL 2Proc	P71-07282	10	\$1,006.28	\$10,062.80
WinSvrExtConn ALNG SA MVL	R39-00396	1	\$330.01	\$330.01
WinSvrStd ALNG SA MVL 2Proc	P73-05898	27	\$144.18	\$3,892.86
AzureMntryCmmtmntG ShrdSvr ALNG SubsVL MVL Commit Provisi	JSU-00004	1	\$0.00	\$0.00
Total Year 2 Payment				\$179,652.56
On-Prem Products				
EntCAL ALNG SA MVL Pltfrm UsrCAL wSrvcs	76A-00016	595	\$102.28	\$60,856.60
ExchgSvrEnt ALNG SA MVL	395-02504	2	\$662.07	\$1,324.14
ExchgSvrStd ALNG SA MVL	395-02504	6	\$662.07	\$3,972.42
OfficeProPlus ALNG SA MVL Pltfrm	269-12442	20	\$86.97	\$1,739.40
OfficeStd ALNG SA MVL Pltfrm	021-08258	575	\$64.92	\$37,329.00
SharePointSvr ALNG SA MVL	H04-00268	1	\$1,111.22	\$1,111.22
SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	7NQ-00292	21	\$586.04	\$12,306.84
SQLSvrEntCore ALNG SASU MVL 2Lic SQLPDW CoreLic	7JQ-00781	8	\$1,101.02	\$8,808.16
SysCtrDatactr SA	T6L-00238	1	\$393.04	\$393.04
SysCtrStd ALNG SA MVL 2Proc	T9L-00223	1	\$144.18	\$144.18
VisioPro ALNG SA MVL	D87-01159	36	\$91.34	\$3,288.24
VSProwMSDN ALNG SA MVL	77D-00111	10	\$306.93	\$3,069.30
VSEntwMSDN ALNG SA MVL	MX3-00117	1	\$1,071.75	\$1,071.75
Win Ent SA Pltfrm	KV3-00353	595	\$38.38	\$22,836.10
WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL	6VC-01254	331	\$21.50	\$7,116.50
WinSvrDataCtr ALNG SA MVL 2Proc	P71-07282	10	\$1,006.28	\$10,062.80
WinSvrExtConn ALNG SA MVL	R39-00396	1	\$330.01	\$330.01
WinSvrStd ALNG SA MVL 2Proc	P73-05898	27	\$144.18	\$3,892.86
AzureMntryCmmtmntG ShrdSvr ALNG SubsVL MVL Commit Provisi	JSU-00004	1	\$0.00	\$0.00
Total Year 3 Payment				\$179,652.56
Notes:				
**Customer must complete all required Microsoft enrollment documentation. The EA cannot (processed at Microsoft) until both the complete documents and PO are received for the first	Total Annual Payment Yr 1			\$179,652.56
	Total Annual Payment Yr 2			\$179,652.56
	Total Annual Payment Yr 3			\$179,652.56
	Grand Total Years 1-3			\$538,957.68

Notes:

- 1) Customer's purchase is subject to Dell's Terms and Conditions of Sale found at www.dell.com, unless Customer has a separate purchase agreement with Dell.
- 2) Sales/use tax is based on the "ship to" address on your invoice. Please indicate your taxability status on your purchase order. If exempt, Customer must have an Exemption Certificate on file.
- 3) If you have a question re: your tax status, please contact your Dell | ASAP Software inside sales representative listed above. Shipments to California: for certain products, a State Environmental Fee of up to \$10 per item may be applied to your invoice. Prices do not reflect this fee unless noted. For more information, refer to www.dell.com/environmentalfee.
- 4) All product descriptions and prices are based on latest information available and are subject to change without notice or obligation.
- 5) All prices are based on Net 30 Terms. If not shown, shipping, handling, taxes, and other fees will be added at the time of order, where applicable.
- 6) Customer understands and acknowledges that all warranties, representations and returns are subject to the manufacturer, publisher or distributor guidelines.



City of Greenville, North Carolina

Meeting Date: 10/5/2015
Time: 6:00 PM

Title of Item: Renewal of contract with Greenville Auto Auction for sale of surplus vehicles

Explanation: **Abstract:** The City of Greenville entered an agreement with Greenville Auto Auction on November 11, 2014, to sell surplus vehicles. This item is to renew that agreement for an additional one-year period.

Explanation: The City of Greenville entered an agreement with Greenville Auto Auction, a local dealer, on November 11, 2014, to sell its surplus vehicles. During the first year of this agreement, Greenville Auto Auction sold 20 vehicles for the City for a total of \$124,200. A summary report of the details of the sales are attached.

Fiscal Note: The total revenue generated thus far per this agreement was \$124,200. The fee paid to Greenville Auto Auction per the original agreement was 7.5%, or \$9,315. The net revenue to the City was \$114,885. These funds were deposited into the revenue account for the Vehicle Replacement Fund.

Recommendation: Approve the attached contract renewal agreement with Greenville Auto Auction for one year.

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Attachments / click to download

[Contract Renewal Greenville Auto Auction 1012303](#)

[Summary Report Surplus Vehicles sold by GAA 1012295](#)

**CONTRACT RENEWAL
BETWEEN CITY OF GREENVILLE
AND
GREENVILLE AUTO AUCTION, INC.**

THIS CONTRACT RENEWAL AGREEMENT, made and entered into this the _____ day of _____, 2015, by and between the City of Greenville (hereinafter referred to as "City"), and GREENVILLE AUTO AUCTION, INC., (hereinafter referred to as "Contractor"):

WITNESSETH:

WHEREAS, City and Contractor entered into a Contract for Services dated November 11, 2014, herein called "Original Agreement", pursuant to which Contractor agreed to assist City with the sale of surplus vehicles by public auction; and

WHEREAS, City and Contractor desire at this time to renew said "Original Agreement" as hereinafter set forth;

NOW, THEREFORE, it is mutually agreed that the "Original Agreement" shall be renewed as follows:

- a. The "Original Agreement" shall be renewed and shall exist and continue until the 30th day of October, 2016, unless sooner terminated in accordance with the provision of the "Original Agreement";
- b. All of the terms and provision of said "Original Agreement" except as herein modified, are to remain in full force and effect, and are made a part of this Contract Renewal Agreement;

IN TESTIMONY WHEREOF, each party has caused this Contract Renewal 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) _____

**Surplus Vehicles Sold by Greenville Auto Auction
January, 2015-September, 2015**

Asset #	Sale Date	Year	Make	Model	Serial	Mileage	GAA Invent #	Bid Price	GAA Fee	Net To City
3777	1/29/2015 10:39	1998	FORD	RANGER	1FTYR10U9WUB53981	88870	571553	\$ 2,000	\$ 150	\$ 1,850
4373	1/29/2015 10:40	2001	DODGE	RAM PICKUP 2500	3B7KC26Z91M244374	104811	571555	\$ 1,100	\$ 83	\$ 1,018
70-115	1/29/2015 10:41	2002	DODGE	RAM WAGON 3500	2B5WBB35Z42K134923	36382	571554	\$ 3,000	\$ 225	\$ 2,775
6178	4/23/2015 10:41	1992	KOMATSU	WA1-80-1 PAYLOADER	A75236	5347	574406	\$ 5,600	\$ 420	\$ 5,180
1156	4/23/2015 10:43	1988	CHEVROLET	R30	1GBJR34M8JJ105295	46159	574397	\$ 2,000	\$ 150	\$ 1,850
4370	4/23/2015 10:45	2000	NEW HOLLAND	7610-B SLOPE MOWER	259523M	1709	574405	\$ 4,200	\$ 315	\$ 3,885
6674	4/23/2015 10:47	2007	FORD	CROWN VICTORIA POLIC	2FAHP71W97X151771	141316	574404	\$ 2,400	\$ 180	\$ 2,220
4546	4/23/2015 10:49	2001	INTERNATIONAL	4700	1HTSCABN51H348297	36367	574398	\$ 12,000	\$ 900	\$ 11,100
SW001	4/23/2015 10:53	2005	FREIGHTLINER	FC80 Johnston St Sweeper	1FVAB6BV45DN91819	57633	574401	\$ 13,800	\$ 1,035	\$ 12,765
6415	4/23/2015 10:56	2005	FREIGHTLINER	Pro Patch Pothole Patcher	1FVACYDC85HU57523	32542	574402	\$ 20,800	\$ 1,560	\$ 19,240
5948	4/23/2015 10:58	2004	CHEVROLET	C6500 C Dump Truck	1GBJ6C1344F518424	89251	574400	\$ 16,200	\$ 1,215	\$ 14,985
4634	4/23/2015 11:02	2001	INTERNATIONAL	F-2554 Jet Vector	1HTGCADT11H346600	17635	574399	\$ 24,000	\$ 1,800	\$ 22,200
6459	4/23/2015 11:04	1997	FREIGHTLINER	FLD112 Semi-Truck	1FUW3MCA0VH840925	192418	574403	\$ 7,900	\$ 593	\$ 7,308
5368	8/27/2015 10:47	2002	DODGE	RAM PICKUP 2500	3B7KC26Z22M267528	104294	578823	\$ 3,600	\$ 270	\$ 3,330
5800	8/27/2015 10:48	2004	FORD	CROWN VICTORIA POLIC	2FAHP71W24X136265	133533	578820	\$ 1,000	\$ 75	\$ 925
6603	8/27/2015 10:49	2006	FORD	CROWN VICTORIA POLIC	2FAHP71WX6X134833	99848	578827	\$ 1,200	\$ 90	\$ 1,110
6147	8/27/2015 10:50	2005	FORD	CROWN VICTORIA POLIC	2FAHP71W65X134584	127667	578822	\$ 500	\$ 38	\$ 463
6922	8/27/2015 10:52	2009	GMC	C8500 Refuse Truck	1GDV8C4B09F900012	40679	578826	\$ 700	\$ 53	\$ 648
6748	8/27/2015 10:53	2008	GMC	C8500 Refuse Truck	1GDV8C4B38F404135	56285	578824	\$ 700	\$ 53	\$ 648
7051	8/27/2015 10:55	2011	FORD	CROWN VICTORIA POLIC	2FABP7BV5BX120571	55706	578825	\$ 1,500	\$ 113	\$ 1,388
								\$ 124,200	\$ 9,315	\$ 114,885



City of Greenville, North Carolina

Meeting Date: 10/5/2015
Time: 6:00 PM

Title of Item: Resolution declaring thirteen vehicles as surplus and authorizing disposition by public auction

Explanation: **Abstract:** The Public Works/Fleet Division has replaced 13 vehicles per the Vehicle Replacement Plan and has determined that these 13 vehicles are surplus to the City's needs and are now declared as surplus and ready to be sold by public auction.

Explanation: The Public Works/Fleet Division has replaced the 13 vehicles listed below per the Vehicle Replacement Plan and has determined that these vehicles are surplus to the City's needs and are now declared as surplus and ready to be sold by public auction.

Asset#	Year	Make	Model	Type	VIN#
5880	2004	Case	580SM	Backhoe	JJG0377124
5744	2004	Ford	Crown Victoria	4 Dr. Sedan	2FAFP71W84X100507
5748	2004	Ford	Crown Victoria	4 Dr. Sedan	2FAFP71W04X100551
6429	2005	Ford	F-350XL	Flatbed Dump Truck	1FTWW305X6EA18653
6897	2009	Ford	Crown Victoria	4 Dr. Sedan	2FAHP71V69X125106
7080	2010	Chevrolet	G4500	Cab and Chassis	1GB9G5B65A1113380
4019	1998	Ford	E-350	Cab and Chassis	1FDWE30L5WHB73848
4452	2001	Dodge	Ram 1500	Pick Up Truck	1B7HC16Y41S670945
6595	2006	Ford	Crown Victoria	4 Dr. Sedan	2FAHP71W26X134826
2283	1993	Pierce	PAL55G-	Ladder (Fire)	4P1CT02D6PA000245

			7367-02	Truck	
6159	2005	Ford	Crown Victoria	4 Dr. Sedan	2FAHP71W25X134579
6148	2005	Ford	Crown Victoria	4 Dr. Sedan	2FAHP71W55X134589
910	1988	Pierce		Fire Truck	1P9CT02DXJA040432

On November 11, 2014, the City entered an agreement with Greenville Auto Auction, a local auction dealer, to sell its surplus vehicles via public auction.

The above 13 vehicles will be sold at a public auction to be held at Greenville Auto Auction located at 4330 Dickinson Avenue in Greenville, NC, on October 22, 2015, at 10:30 a.m. The public is welcome to attend and bid on these vehicles. Anyone desiring information regarding the process for registering and bidding can contact the City of Greenville's Financial Services Department/Purchasing Division at 252-329-4664.

Fiscal Note:

Proceeds from the sale of the vehicles will be returned to the City, net of the 7.5% auction fee, and deposited into the Vehicle Replacement Fund.

Recommendation:

Approval of the resolution declaring the vehicles as surplus and authorizing their disposal via public auction by Greenville Auto Auction on October 22, 2015.

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[Resolution for Surplus Vehicles for October 22 2015 1012380](#)

RESOLUTION NO. _____

RESOLUTION DECLARING CERTAIN PROPERTY TO BE SURPLUS
AND AUTHORIZING ITS DISPOSITION BY PUBLIC AUCTION

WHEREAS, the City of Greenville has surplus property as listed below:

Asset#	Year	Make	Model	Type	VIN#
5880	2004	Case	580SM	Backhoe	JJG0377124
5744	2004	Ford	Crown Victoria	4 Dr. Sedan	2FAFP71W84X100507
5748	2004	Ford	Crown Victoria	4 Dr. Sedan	2FAFP71W04X100551
6429	2005	Ford	F-350XL	Flatbed Dump Truck	1FTWW305X6EA18653
6897	2009	Ford	Crown Victoria	4 Dr. Sedan	2FAHP71V69X125106
7080	2010	Chevrolet	G4500	Cab and Chassis	1GB9G5B65A1113380
4019	1998	Ford	E-350	Cab and Chassis	1FDWE30L5WHB73848
4452	2001	Dodge	Ram 1500	Pick Up Truck	1B7HC16Y41S670945
6595	2006	Ford	Crown Victoria	4 Dr. Sedan	2FAHP71W26X134826
2283	1993	Pierce	PAL55G-7367-02	Ladder (Fire) Truck	4P1CT02D6PA000245
6159	2005	Ford	Crown Victoria	4 Dr. Sedan	2FAHP71W25X134579
6148	2005	Ford	Crown Victoria	4 Dr. Sedan	2FAHP71W55X134589
910	1988	Pierce		Fire Truck	1P9CT02DXJA040432

WHEREAS, it is the desire of the City Council of the City of Greenville to sell by public auction to the highest bidder the above-listed property; and,

WHEREAS, North Carolina General Statutes 160A-270 provides for the sale of such City property by public auction;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that the above-listed property is hereby declared as surplus and the Purchasing Manager is hereby authorized and directed to utilize the services of Greenville Auto Auction, Inc., to sell the surplus vehicles listed via public auction to the highest bidder. The public auction will be held on **October 22, 2015, at 10:30 a.m.** at Greenville Auto Auction located at 4330 Dickinson Avenue, Greenville, NC.

BE IT FURTHER RESOLVED that the property listed above will be sold in accordance

with the terms and conditions contained in the Contract for Services between the City of Greenville and Greenville Auto Auction, Inc., and such terms are incorporated into this Resolution as if fully set forth herein. The above mentioned surplus property shall be sold on an “as is, where is” basis with all sales being final and the right to reject any and all bids being reserved.

BE IT FURTHER RESOLVED that a notice summarizing the contents of this resolution may be published solely by electronic means and that the auction shall occur no sooner than ten (10) days after its publication.

This 5th day of October, 2015.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk



City of Greenville, North Carolina

Meeting Date: 10/5/2015
Time: 6:00 PM

Title of Item: Ordinance amending Greenville Utilities Commission's FY 2015-16 Budget (Ordinance #15-033), Capital Projects Budget for OPTICS Project Phase 3A (Ordinance #13-023), and Capital Projects Budget for OPTICS Project Phase 3B (Ordinance #14-034)

Explanation: **Abstract:** Greenville Utilities Commission (GUC) seeks to amend its FY 2015-16 Budget for Operations and Capital Projects.

Explanation: Due to the NCEMPA (North Carolina Eastern Municipal Power Agency) asset sale, revenues and expenditures in GUC's Electric Fund need to be adjusted to reflect the new wholesale power agreement. Staff proposes amending the fiscal year 2015-16 budget to reflect the aforementioned changes.

The OPTICS (Optimizing Processes and Technology to Improve Customer Service) initiative includes capital projects ECP-136 and ECP-141. Actual expenditures were less than budgeted on ECP-136, which was the first phase of the initiative, and expenditures are projected to be greater than the original budget for ECP-141, which is the second phase of the initiative and includes the implementation of the work order and asset management system and billing system. Staff proposes transferring funds from ECP-136 to ECP-141 to address this issue. The funding source for capital project ECP-141 was originally long-term debt. Due to the short amortization schedule associated with this type of project, the funding source was changed to fund balance. Staff proposes amending the funding source to reflect this change.


At their September regular board meeting, the GUC Board of Commissioners approved the proposed modifications and recommends similar action by City Council.

Fiscal Note: No cost to the City.

Recommendation: Adopt the attached ordinance.

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 [GUC Budget Ordinance Amendments](#)

ORDINANCE NO. _____
CITY OF GREENVILLE, NORTH CAROLINA
AMENDMENT TO THE 2015-16 GREENVILLE UTILITIES COMMISSION BUDGET (ORDINANCE 15-033),
AMENDMENT TO GREENVILLE UTILITIES COMMISSION CAPITAL PROJECTS BUDGET FOR OPTICS PHASE 3A PROJECT (ORDINANCE 13-023), AND
AMENDMENT TO GREENVILLE UTILITIES COMMISSION CAPITAL PROJECTS BUDGET FOR OPTICS PHASE 3B PROJECT (ORDINANCE 14-034)

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

Section I. Estimated Net Revenues and Fund Balances. It is estimated that the following non-tax revenues and fund balances will be available during the fiscal year beginning July 1, 2015 and ending June 30, 2016 to meet the subsequent expenditures according to the following schedules:

<u>Revenues</u>	<u>Budget</u>	<u>Change</u>	<u>Revised</u>
A. <u>Electric Fund</u>			
Rates & Charges	\$194,107,125	(\$13,775,319)	\$180,331,806
Fees & Charges	1,304,786	0	1,304,786
Miscellaneous	969,795	0	969,795
Interest on Investments	119,083	0	119,083
Transfer from Rate Stabilization	1,500,000	(1,500,000)	0
Bond Proceeds	226,100	0	226,100
Appropriated Fund Balance	<u>2,000,000</u>	<u>0</u>	<u>2,000,000</u>
Total Electric Fund Revenue	\$200,226,889	(\$15,275,319)	\$184,951,570
B. <u>Water Fund</u>			
Rates & Charges	\$17,844,952	\$0	\$17,844,952
Fees & Charges	351,619	0	351,619
Miscellaneous	237,759	0	237,759
Interest on Investments	38,209	0	38,209
Bond Proceeds	<u>46,800</u>	<u>0</u>	<u>46,800</u>
Total Water Fund Revenue	\$18,519,339	\$0	\$18,519,339
C. <u>Sewer Fund</u>			
Rates & Charges	\$20,032,937	\$0	\$20,032,937
Fees & Charges	335,902	0	335,902
Miscellaneous	121,431	0	121,431
Interest on Investments	21,246	0	21,246
Bond Proceeds	49,780	0	49,780
Appropriated Fund Balance	<u>3,000,000</u>	<u>0</u>	<u>3,000,000</u>
Total Sewer Fund Revenue	\$23,561,296	\$0	\$23,561,296
D. <u>Gas Fund</u>			
Rates & Charges	\$41,690,037	\$0	\$41,690,037
Fees & Charges	138,688	0	138,688
Miscellaneous	139,182	0	139,182
Interest on Investments	54,496	0	54,496
Bond Proceeds	344,300	0	344,300
Appropriated Fund Balance	<u>5,250,000</u>	<u>0</u>	<u>5,250,000</u>
Total Gas Fund Revenue	\$47,616,703	\$0	\$47,616,703
Total Revenues	<u>\$289,924,227</u>	<u>(\$15,275,319)</u>	<u>\$274,648,908</u>

Section II. Expenditures. The following amounts are hereby estimated for the Greenville Utilities Commission to be expended for managing, operating, improving, maintaining, and extending electric, water, sewer and gas utilities during the fiscal year beginning July 1, 2015 and ending on June 30, 2016, according to the following schedules:

<u>Expenditures</u>	<u>Budget</u>	<u>Change</u>	<u>Revised</u>
Electric Fund	\$200,226,889	(\$15,275,319)	\$184,951,570
Water Fund	18,519,339	0	18,519,339
Sewer Fund	23,561,296	0	23,561,296
Gas Fund	47,616,703	0	47,616,703
Total Expenditures	<u>\$289,924,227</u>	<u>(\$15,275,319)</u>	<u>\$274,648,908</u>

Section III. Estimated Net Revenues and Fund Balances. It is estimated that the following non-tax revenues and long term debt proceeds will be available to fund capital project expenditures according to the following schedules:

<u>Capital Projects Revenues</u>	<u>Budget</u>	<u>Change</u>	<u>Revised</u>
Electric Fund - Long Term Debt Proceeds	\$5,437,500	\$0	\$5,437,500
Water Fund - Long Term Debt Proceeds	1,687,500	0	1,687,500
Sewer Fund - Long Term Debt Proceeds	437,500	0	437,500
Sewer Fund - Capital Projects Fund Balance	310,000	0	310,000
Gas Fund - Long Term Debt Proceeds	1,437,500	0	1,437,500
Gas Fund - Capital Projects Fund Balance	500,000	0	500,000
Total Capital Projects Revenue	<u>\$9,810,000</u>	<u>\$0</u>	<u>\$9,810,000</u>

Section IV. Capital Project Expenditures. The following amounts are hereby estimated for the Greenville Utilities Commission to be expended for capital projects according to the following schedules:

<u>Capital Projects Expenditures</u>	<u>Budget</u>	<u>Change</u>	<u>Revised</u>
ECP-145 Dyneema Peaking Generator	\$5,000,000	0	\$5,000,000
WCP-124 Residual Lagoon Improvements	1,250,000	0	1,250,000
SCP-124 Emergency Generators for Remote Pumping Stations, Phase I	310,000	0	310,000
GCP-92 LNG Liquefaction Additions	1,000,000	0	1,000,000
GCP-93 Southwestern Loop Phase 1	500,000	0	500,000
FCP-100 Downtown Office Efficiency and Enhancement	1,750,000	0	1,750,000
Total Capital Projects Expenditures	<u>\$9,810,000</u>	<u>\$0</u>	<u>\$9,810,000</u>

Section V. Estimated Net Revenues and Fund Balances. It is estimated that the following non-tax revenues and long term debt proceeds will be available to fund capital project expenditures according to the following schedules that were originally appropriated for Ordinance # 13-023:

<u>Capital Projects Revenues</u>			
Electric Fund - Capital Projects Fund Balance	<u>\$11,272,000</u>	<u>(\$1,000,000)</u>	<u>\$10,272,000</u>
<u>Capital Projects Expenditures</u>			
Electric Fund - Project Costs	<u>\$11,272,000</u>	<u>(\$1,000,000)</u>	<u>\$10,272,000</u>

Section VI. Estimated Net Revenues and Fund Balances. It is estimated that the following non-tax revenues and long term debt proceeds will be available to fund capital project expenditures according to the following schedules that were originally appropriated for Ordinance # 14-034:

Capital Projects Revenues

Electric Fund - Long Term Debt	\$14,405,000	(\$14,405,000)	\$0
Electric Fund - Capital Projects Fund Balance	<u>0</u>	<u>15,405,000</u>	<u>15,405,000</u>
Total Capital Projects Revenues	<u><u>\$14,405,000</u></u>	<u><u>\$1,000,000</u></u>	<u><u>\$15,405,000</u></u>

Capital Projects Expenditures

Electric Fund - Project Costs	<u>\$14,405,000</u>	<u>\$1,000,000</u>	<u>\$15,405,000</u>
Total Capital Projects Expenditures	<u><u>\$14,405,000</u></u>	<u><u>\$1,000,000</u></u>	<u><u>\$15,405,000</u></u>

Section VII: Amendments. (a) Pursuant to General Statutes 159-15, this budget may be amended by submission of proposed changes to the City Council.

(b) Notwithstanding Subsection (a) above, the General Manager/CEO of Greenville Utilities Commission is authorized to transfer funds from one appropriation to another in an amount not to exceed \$100,000. Any such transfers shall be reported to the Greenville Utilities Commission and the City Council at their next regular meeting and shall be entered in the minutes.

(c) In case of emergency which threatens the lives, health, or safety of the public, the General Manager/CEO may authorize expenditures in an amount necessary to meet the emergency so long as the expenditure(s) is/are reported to the Greenville Utilities Commission as soon as possible, and appropriate budget amendments are submitted to the City Council, if necessary, at its next meeting.

Section VIII: Appropriation. The capital project revenues and expenditures authorizations shall extend from year to year until each project is completed.

Section IX: Distribution. Copies of this ordinance shall be furnished to the General Manager/CEO and the Chief Financial Officer of the Greenville Utilities Commission, and the Director of Financial Services of the City of Greenville to be kept on file by them for their direction in the disbursement of funds.

Adopted this the _____ day of _____, 2015.

Allen M. Thomas, Mayor

Attest:

Carol L. Barwick, City Clerk



City of Greenville, North Carolina

Meeting Date: 10/5/2015
Time: 6:00 PM

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

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

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

Payee	Adjustment Refunds	Amount
Alfred Lee Brown	Registered Motor Vehicles	\$278.75
Makeba N. Cannonier	Registered Motor Vehicles	\$103.32
Troy L. Greene	Registered Motor Vehicles	\$106.62
Doris H. Harrell	Individual Personal Property	\$123.82
Lenoir Co Tax Office (Universal Tire Center, Inc.)	Registered Motor Vehicles	\$446.03
Scott B Levison	Registered Motor Vehicles	\$508.40
Robert T. Pennington	Registered Motor Vehicles	\$190.01
Victor Person Jr.	Registered Motor Vehicles	\$106.89
Stancil Farms Inc.	Registered Motor Vehicles	\$209.20
Linwood E. Stroud	Registered Motor Vehicles	\$229.19
Richard Williams	Individual Personal Property	\$128.86

Fiscal Note: The total to be refunded is \$2,431.09.

Recommendation: Approval of tax refunds by City Council

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City of Greenville, North Carolina

Meeting Date: 10/5/2015
Time: 6:00 PM

Title of Item: Ordinance adopting budgets for the funds that were established in the City's new financial Enterprise Resource Planning (ERP) system effective fiscal year 2015-2016 and beyond

Explanation: **Abstract:** This item establishes the new funds that resulted from the implementation of the City's new financial software.

Explanation: Attached is the budget ordinance to establish the new funds under the new Munis ERP System. These new funds have been created to better categorize projects that were originally established under the previous AS400 System. The new Chart of Accounts structures for Munis created more efficient documentation and reporting methods for the City's business processes, leading to fund consolidation based on specific department identification. Users are able to track expenses and revenues in a centralized fund based on their respective departments. The Munis ERP System also provides supporting documentation of all incoming and outgoing transactions in the electronic system versus a file cabinet. This process positions the City to achieve a paperless environment for all business practices.

To streamline reporting and manage the new system, projects were re-established and assigned to the department of ownership. All individual projects, and budgets, that make up the newly established funds have been previously approved by the City Council. This ordinance formally establishes and names the new funds in compliance with the new system.

Fiscal Note: This budget ordinance provides revenues and appropriations for the following funds:

Fund Name	Budget
Enterprise Capital Projects	\$16,028,413

Recreation and Parks Capital Projects	200,000
Public Works Capital Projects	31,834,854
Greenways Capital Projects	3,293,747
Community Development Capital Projects	17,213,476
Information Technology Capital Projects	2,500,000
Fire/Rescue Capital Projects	1,048,700
Police Capital Projects	3,484,000

Recommendation: Approve the budget ordinance to establish the new funds within the new financial ERP system, Munis.

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[New Ordinance Establishing Funds in Munis 1012559](#)

ORDINANCE NO. 15-

CITY OF GREENVILLE, NORTH CAROLINA
PROJECT BUDGET ORDINANCE

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

Section I: Estimated Revenue. It is estimated that the following revenues will be available for the City of Greenville for the following projects:

ENTERPRISE CAPITAL PROJECTS FUND

Stormwater Drainage Maintenance Improvement Project	\$	1,281,000	
Town Creek Culvert Project		11,104,408	
Watershed Masterplan Project		3,643,005	
TOTAL ENTERPRISE CAPITAL PROJECTS FUND REVENUES			<u>\$ 16,028,413</u>

RECREATION AND PARKS CAPITAL PROJECTS FUND

South Greenville Reconstruction	\$	200,000	
TOTAL RECREATION AND PARKS CAPITAL PROJECTS FUND REVENUES			<u>\$ 200,000</u>

PUBLIC WORKS CAPITAL PROJECTS FUND

Statonsburg Rd./10th Street Connector Project	\$	6,022,000	
Thomas Langston Rd. Project		3,980,847	
GTAC Project		10,482,035	
Energy Efficiency Project		777,600	
King George Bridge Project		504,999	
Energy Savings Equipment Project		2,591,373	
Convention Center Expansion Project		4,688,000	
Street Improvements Project		2,788,000	
TOTAL PUBLIC WORKS CAPITAL PROJECTS FUND REVENUES			<u>\$ 31,834,854</u>

GREENWAYS CAPITAL PROJECTS FUND

GREENWAYS	\$	3,293,747	
TOTAL GREENWAYS CAPITAL PROJECTS FUND REVENUES			<u>\$ 3,293,747</u>

COMMUNITY DEVELOPMENT CAPITAL PROJECTS FUND

West Greenville Revitalization Project	\$	6,102,764	
Center City Revitalization Project		5,330,417	
Wayfinding Project		311,142	
Energy Efficiency Revolving Loan Project		275,000	
4th Street Parking Garage Project		5,194,153	
TOTAL COMMUNITY DEVELOPMENT CAPITAL PROJECTS FUND REVENUES			<u>\$ 17,213,476</u>

INFORMATION TECHNOLOGY CAPITAL PROJECTS FUND

BANA / ERP Project	\$	2,500,000	
TOTAL INFORMATION TECHNOLOGY CAPITAL PROJECTS FUND REVENUES			<u>\$ 2,500,000</u>

FIRE/RESCUE CAPITAL PROJECTS FUND

Emergency Operations Center Project	\$	1,048,700	
TOTAL FIRE/RESCUE CAPITAL PROJECTS FUND REVENUES			<u>\$ 1,048,700</u>

POLICE CAPITAL PROJECTS FUND

Public Safety Project	\$	3,484,000	
TOTAL POLICE CAPITAL PROJECTS FUND REVENUES			<u>\$ 3,484,000</u>

Section II: Appropriations. It is estimated that the following appropriations will be available for the City of Greenville for the following projects::

ENTERPRISE CAPITAL PROJECTS FUND	
Enterprise Capital Projects Fund	<u>\$ 16,028,413</u>
RECREATION AND PARKS CAPITAL PROJECTS FUND	
Recreation and Parks Capital Projects Fund	<u>\$ 200,000</u>
PUBLIC WORKS CAPITAL PROJECTS FUND	
Public Works Capital Projects Fund	<u>\$ 31,834,854</u>
GREENWAYS CAPITAL PROJECTS FUND	
Greenways Capital Projects Fund	<u>\$ 3,293,747</u>
COMMUNITY DEVELOPMENT CAPITAL PROJECTS FUND	
Community Development Capital Projects Fund	<u>\$ 17,213,476</u>
INFORMATION TECHNOLOGY CAPITAL PROJECTS FUND	
Information Technology Capital Projects Fund	<u>\$ 2,500,000</u>
FIRE/RESCUE CAPITAL PROJECTS FUND	
Fire/Rescue Capital Projects Fund	<u>\$ 1,048,700</u>
POLICE CAPITAL PROJECTS FUND	
Police Capital Projects Fund	<u>\$ 3,484,000</u>

ADOPTED this the 5th day of October, 2015.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk



City of Greenville, North Carolina

Meeting Date: 10/5/2015
Time: 6:00 PM

Title of Item: Budget ordinance amendment #3 to the 2015-2016 City of Greenville budget (Ordinance #15-032), amendment to the Special Revenue Grant Fund (Ordinance #11-003), and amendment to the Community Development Capital Projects Fund (Ordinance #15-053), the Public Works Capital Projects Fund (Ordinance #15-053), and the Recreation and Parks Capital Projects Fund (Ordinance #15-053)

Explanation: **Abstract:** This budget amendment is for City Council to review and approve proposed changes to the adopted 2015-2016 budget and other funds as identified.

Explanation: Attached for consideration at the October 5, 2015, City Council meeting is an ordinance amending the 2015-2016 City of Greenville budget (Ordinance #15-032), the Special Revenue Grant Fund (Ordinance #11-003), the Community Development Capital Projects Fund (Ordinance #15-053), the Public Works Capital Projects Fund (Ordinance #15-053), and the Recreation and Parks Capital Projects Fund (Ordinance #15-053). 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 \$132,741 of Controlled Substance funds to be spent on an initial payment required towards a five-year lease of tasers. This lease with TASER International was approved by City Council at the September 10, 2015, City Council meeting and will ensure the timely replacement of 130 TASER electronic control devices in use by the Police Department. For the remaining four years, there is a required annual payment of \$21,115. (\$132,741)

B To reallocate funds budgeted from capital improvements into the departments that manage the capital expenses. This amendment will line up budget with how budget is allocated in the Munis financial system for compliance (\$2,478,945). The net impact to the General Fund's budget is zero. (\$ 0)

C To appropriate funds for the 2015 Justice Assistance Grant (JAG) award from

the Department of Justice. These grant funds will be used to purchase body-worn cameras, surveillance cameras, and a bar coding system. (\$50,610)

D To appropriate funds received from Greenville Utilities Commission (GUC) to complete energy improvements to low income homes. (\$100,000)

E To appropriate funds for the Play Together Construction Grant. These funds have been granted by Trillium Health Resources to expand access to playgrounds within the City of Greenville. (\$750,000)

F To appropriate funds to be received from the General Fund during fiscal year 2015-2016 for additional street improvements. These funds were approved as part of the original ordinance adopted for fiscal year 2015-2016 and will be in the Street Improvement Program in the Public Works Capital Projects Fund. (\$1,000,000)

G To appropriate federal funds received for the 2015 COPS Hiring Program (CHP). This grant is for a three-year term, awarding \$500,000 to hire officers to enhance community policing. The local share for this project over the three-year period is \$230,000. This amendment is also appropriating \$57,500 for the first year, General Fund's match for this grant. (\$787,500)

H To appropriate installment agreement proceeds for the South Greenville Gymnasium improvements and additions. The reimbursement resolution and other resolutions pertaining to this issuance have been included for consideration at the October 8, 2015 City Council meeting. The scheduled closing date for this issuance is December 8, 2015. Total project costs for this project will be \$2.7 million, of which \$2.1 million will be funded by an installment financing and \$600,000 will be provided by Pitt County. Design costs were incurred for this project during fiscal year 2014-2015 in the amount of \$200,000. (\$2,700,000)

Fiscal Note:

The budget ordinance amendment affects the following budgets: increases the General Fund by \$132,741; increases the Special Revenue Grant Fund by \$1,530,610; increases the Community Development Capital Projects Fund by \$100,000; increases the Public Works Capital Projects Fund by \$1,000,000; and increases the Recreation and Parks Capital Projects Fund by \$2,700,000:

<u>Fund Name</u>	<u>Amended Budget</u>	<u>Proposed Amendment</u>	<u>Amended Budget 10/05/2015</u>
General	\$78,604,435	\$ 132,741	\$78,737,176
Special Revenue Grant	2,752,629	1,530,610	4,283,239
Community Development Capital	17,213,476	100,000	17,313,476

Projects			
Public Works Capital Projects	31,834,854	1,000,000	32,834,854
Recreation and Parks Capital Projects	200,000	2,700,000	2,900,000

Recommendation: Approve budget ordinance amendment #3 to the 2015-2016 City of Greenville budget (Ordinance #15-032) and the amendments to the Special Revenue Grant Fund (Ordinance #11-003), the Community Development Capital Projects Fund (Ordinance #15-053), the Public Works Capital Projects Fund (Ordinance #15-053), and amendment to the Recreation and Parks Capital Projects Fund (Ordinance #15-053)

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 [Budget Amendment FY 2016 1009148](#)

ORDINANCE NO. 15-
CITY OF GREENVILLE, NORTH CAROLINA
Ordinance (#3) amending the 2015-2016 Budget (Ordinance #15-032), amending the Special Revenue Grant Fund (Ordinance #11-003),
and amending the Community Development Capital Projects Fund (Ordinance #15-053), the Public Works Capital Projects Fund
(Ordinance #15-053), and the Recreation and Parks Capital Projects Fund (Ordinance #15-053)

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

Section I: Estimated Revenues and Appropriations. **General Fund**, of Ordinance 15-032, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	ORIGINAL 2015-2016 BUDGET	#3 Amended 10/05/15	Total Amendments	Amended 2015-2016 Budget
ESTIMATED REVENUES				
Property Tax	\$ 32,020,369	\$ -	\$ -	\$ 32,020,369
Sales Tax	16,627,515	-	-	16,627,515
Video Prog. & Telecom. Service Tax	904,000	-	-	904,000
Rental Vehicle Gross Receipts	126,929	-	-	126,929
Utilities Franchise Tax	6,052,187	-	-	6,052,187
Motor Vehicle Tax	1,018,705	-	-	1,018,705
Other Unrestricted Intergov't Revenue	806,227	-	-	806,227
Powell Bill	2,235,741	-	-	2,235,741
Restricted Intergov't Revenues	1,018,844	A 132,741	135,419	1,154,263
Licenses, Permits and Fees	4,418,874	-	-	4,418,874
Rescue Service Transport	3,085,803	-	-	3,085,803
Parking Violation Penalties, Leases, & Meters	362,600	-	-	362,600
Other Sales & Services	427,400	-	-	427,400
Other Revenues	292,446	-	-	292,446
Interest on Investments	553,761	-	-	553,761
Transfers In GUC	6,500,000	-	-	6,500,000
Other Financing Sources	62,596	-	-	62,596
Appropriated Fund Balance	1,591,683	-	496,077	2,087,760
TOTAL REVENUES	\$ 78,105,680	\$ 132,741	\$ 631,496	\$ 78,737,176
APPROPRIATIONS				
Mayor/City Council	\$ 511,661	\$ -	\$ -	\$ 511,661
City Manager	1,619,586	-	-	1,619,586
City Clerk	259,086	-	-	259,086
City Attorney	468,242	-	-	468,242
Human Resources	2,527,943	-	80,000	2,607,943
Information Technology	3,028,347	B 124,000	124,000	3,152,347
Fire/Rescue	13,421,532	-	18,700	13,440,232
Financial Services	2,479,816	-	1,738	2,481,554
Recreation & Parks	7,600,386	B 580,119	733,480	8,333,866
Police	23,353,229	A 132,741	157,866	23,511,095
Public Works	8,825,596	B 1,364,826	1,364,826	10,190,422
Community Development	2,657,084	B 410,000	412,694	3,069,778
OPEB	450,000	-	-	450,000
Contingency	200,000	G (57,500)	(157,500)	42,500
Indirect Cost Reimbursement	(1,268,214)	-	-	(1,268,214)
Capital Improvements	3,034,892	B (2,478,945)	(2,408,945)	625,947
Total Appropriations	\$ 69,169,186	\$ 75,241	\$ 326,859	\$ 69,496,045
OTHER FINANCING SOURCES				
Transfers to Other Funds	\$ 8,936,494	G \$ 57,500	\$ 304,637	\$ 9,241,131
	\$ 8,936,494	\$ 57,500	\$ 304,637	\$ 9,241,131
TOTAL APPROPRIATIONS	\$ 78,105,680	\$ 132,741	\$ 631,496	\$ 78,737,176

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 10/05/15	Total Amendments	Amended 2015-2016 Budget
ESTIMATED REVENUES					
Special Fed/State/Loc Grant	\$ 2,171,408	C,E,G	\$ 1,300,610	\$ 1,722,545	\$ 3,893,953
Transfer from General Fund	79,286	G	230,000	230,000	309,286
Transfer from Pre-1994 Entitlement	80,000		-	-	80,000
TOTAL REVENUES	\$ 2,330,694		\$ 1,530,610	\$ 1,952,545	\$ 4,283,239
APPROPRIATIONS					
Personnel	\$ 114,387	G	\$ 730,000	\$ 730,000	\$ 844,387
Operating	1,399,405	C	50,610	50,610	1,450,015
Capital Outlay	816,902	E	750,000	1,171,935	1,988,837
Total Expenditures	<u>\$ 2,330,694</u>		<u>\$ 1,530,610</u>	<u>\$ 1,952,545</u>	<u>\$ 4,283,239</u>
TOTAL APPROPRIATIONS	\$ 2,330,694		\$ 1,530,610	\$ 1,952,545	\$ 4,283,239

Section III: Estimated Revenues and Appropriations. **Community Development Capital Projects Fund**, of Ordinance #15-053, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	ADJUSTED BUDGET		Amended 10/05/15	Total Amendments	Amended 2015-2016 Budget
ESTIMATED REVENUES					
GUC Energy Improvement Project	\$ -	D	\$ 100,000	\$ 100,000	\$ 100,000
West Greenville Revitalization Project	6,102,764		-	-	6,102,764
Center City Revitalization Project	5,330,417		-	-	5,330,417
Wayfinding Project	311,142		-	-	311,142
Energy Efficiency Revolving Loan Project	275,000		-	-	275,000
4th Street Parking Garage Project	5,194,153		-	-	5,194,153
TOTAL REVENUES	\$ 17,213,476		\$ 100,000	\$ 100,000	\$ 17,313,476
APPROPRIATIONS					
Community Development Capital Projects Fund	\$ 17,213,476	D	\$ 100,000	\$ 100,000	\$ 17,313,476
Total Expenditures	<u>\$ 17,213,476</u>		<u>\$ 100,000</u>	<u>\$ 100,000</u>	<u>\$ 17,313,476</u>
TOTAL APPROPRIATIONS	\$ 17,213,476		\$ 100,000	\$ 100,000	\$ 17,313,476

Section IV: Estimated Revenues and Appropriations. **Public Works Capital Projects Fund**, of Ordinance #15-053, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	ADJUSTED BUDGET		Amended 10/05/15	Total Amendments	Amended 2015-2016 Budget
ESTIMATED REVENUES					
Stantonsburg Rd./10th Street Connector Project	\$ 6,022,000		\$ -	\$ -	\$ 6,022,000
Thomas Langston Rd. Project	3,980,847		-	-	3,980,847
GTAC Project	10,482,035		-	-	10,482,035
Energy Efficiency Project	777,600		-	-	777,600
King George Bridge Project	504,999		-	-	504,999
Energy Savings Equipment Project	2,591,373		-	-	2,591,373
Convention Center Expansion Project	4,688,000		-	-	4,688,000
Street Improvements Project	2,788,000	F	1,000,000	1,000,000	3,788,000
TOTAL REVENUES	\$ 31,834,854		\$ 1,000,000	\$ 1,000,000	\$ 32,834,854
APPROPRIATIONS					
Public Works Capital Projects Fund	\$ 31,834,854	F	\$ 1,000,000	\$ 1,000,000	\$ 32,834,854
Total Expenditures	<u>\$ 31,834,854</u>		<u>\$ 1,000,000</u>	<u>\$ 1,000,000</u>	<u>\$ 32,834,854</u>
TOTAL APPROPRIATIONS	\$ 31,834,854		\$ 1,000,000	\$ 1,000,000	\$ 32,834,854

Section V: Estimated Revenues and Appropriations. **Recreation and Parks Capital Projects Fund**, of Ordinance #15-053, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	ADJUSTED BUDGET		Amended 10/05/15	Total Amendments	Amended 2015-2016 Budget
ESTIMATED REVENUES					
South Greenville Reconstruction	\$ 200,000	H	\$ 2,700,000	\$ 2,700,000	\$ 2,900,000
TOTAL REVENUES	\$ 200,000		\$ 2,700,000	\$ 2,700,000	\$ 2,900,000
APPROPRIATIONS					
Recreation and Parks Capital Projects Fund	\$ 200,000	H	\$ 2,700,000	\$ 2,700,000	\$ 2,900,000
Total Expenditures	<u>\$ 200,000</u>		<u>\$ 2,700,000</u>	<u>\$ 2,700,000</u>	<u>\$ 2,900,000</u>

TOTAL APPROPRIATIONS \$ 200,000 \$ 2,700,000 \$ 2,700,000 \$ 2,900,000

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

Adopted this 5th day of October, 2015.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk



City of Greenville, North Carolina

Meeting Date: 10/5/2015
Time: 6:00 PM

Title of Item: Presentation by Boards and Commissions

a. Public Transportation and Parking Commission

Explanation: The Public Transportation and Parking Commission is scheduled to make its annual presentation to City Council at the October 5, 2015, meeting.

Fiscal Note: N/A

Recommendation: Hear the presentation from the Public Transportation and Parking Commission.

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City of Greenville, North Carolina

Meeting Date: 10/5/2015
Time: 6:00 PM

Title of Item: Offer by Taft-Ward Investments, LLC to purchase property located on West Fifth Street and Albemarle Avenue

Explanation: **Abstract:** An offer has been negotiated for the sale of property located on West Fifth Street and Albemarle Avenue. The developer wants to acquire the property for the purpose of relocating a fraternity on this site so that the fraternity's current location can be utilized as a component of the planned Campus-Edge Project. The negotiated offer, advertisement, and upset bid method is being utilized for the sale. Since no upset bids were received, City Council may either accept or reject the offer.

Explanation: At its September 10, 2015, meeting, City Council approved a resolution which authorized the sale of property located on West Fifth Street and Albemarle Avenue by the negotiated offer, advertisement, and upset bid method. The offer of Taft-Ward Investments, LLC to purchase the property for \$50,000 is the negotiated offer. A Notice of the Offer and Request for Upset Bids was published on September 14, 2015. No upset bids were received by the deadline for submittal on September 24, 2015. Council now has the authority to accept or reject the offer of Taft-Ward Investments, LLC.

The property which is sought to be purchased is a portion of the parcel owned by the City which is bounded by West Fifth Street, Albemarle Avenue, Bonners Lane, and the railroad right-of-way. The entire property consists of 80,832 square feet. The lot to be conveyed consists of 57,841 square feet and is Lot 1 on the attached map. The balance of the parcel (32,991 square feet) is being retained by the City as new right-of-way for West Fifth Street and Albemarle Avenue. Its area and configuration were determined in order to accommodate a round-about which is planned for this intersection.

There are restrictive covenants which are included with the offer. These are as follows:

- a. Vegetation shall be planted and maintained upon the Property along the rights-of-way of West Fifth Street and Albemarle Avenue for

- beautification purposes. The planting plan is subject to the approval of the City, which approval shall not be unreasonably withheld.
- b. Vegetation shall be planted and maintained upon the Property along the railroad right-of-way for buffering purposes, said vegetation shall be a minimum of sixteen (16) Nelly Stevens Holly evergreen shrubs (a minimum of six (6) feet planting height) per each 100 linear foot or fraction thereof. The planting plan is subject to the approval of the City, which approval shall not be unreasonably withheld.
 - c. The exterior appearance of any building or structure constructed or erected upon the Property is subject to approval by the City to ensure that it is generally compatible with other buildings and structures in the neighborhood in which the Property is located. The approval of the City shall not be unreasonably withheld.
 - d. The Property, including its buildings, grounds, and other improvements, shall be maintained so that its appearance and condition are in a clean, attractive, and sanitary condition at all times.

Since this sale is proposed in order to accommodate the relocation of a fraternity, a condition of the offer is that a fraternity house shall be constructed upon the Property no later than December 31, 2017.

The offer also includes the requirement for a donation of \$100,000 to be made to the City or a trust designated by the City for the purpose that the use of the funds donated are to be limited to expenditures to benefit the West Greenville community for purposes such as programs and assistance and financing of rehabilitation of private buildings principally for the benefit of low and moderate income persons and programs associated with employment, economic development, crime prevention, child care, health, drug abuse, education, and welfare needs of persons of low and moderate income.

The offer to purchase also includes a provision which would provide additional compensation to the City if the Campus-Edge Project is not developed. The Campus-Edge Project is a planned mixed-use development containing ground floor retail space of approximately 20,000 square feet, multi-story residential units for students, and a parking deck. The Campus-Edge Project will be located near the East Carolina University campus within the area bounded by 10th Street, Charles Boulevard, 11th Street, and Charles Street. The City's willingness to sell the property is based upon the sale facilitating the development of the Campus-Edge Project. The City benefits from the Campus-Edge Project as a result of the addition of the quality development in a prominent area and the increase in tax revenue which the City will receive. If the Campus-Edge Project is not developed by August 30, 2020, then an additional payment of \$100,000 is to be made to the City.

Attached is the following:

- 1) Map; and
- 2) Offer to Purchase and Contract.

Fiscal Note:

If City Council accepts the offer of Taft-Ward Investments LLC, this will result in a revenue to the City in the amount of \$50,000. Additionally, a donation of \$100,000 to benefit West Greenville will be received by the City or a Trust designated by the City, if the Taft-Ward Investment, LLC offer is accepted.

Recommendation:

By a motion, Council may either accept or reject the offer of Taft-Ward Investments, LLC to acquire the property located on West Fifth Street and Albemarle Avenue.

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 [Albemarle/West Fifth Street Property Map](#)

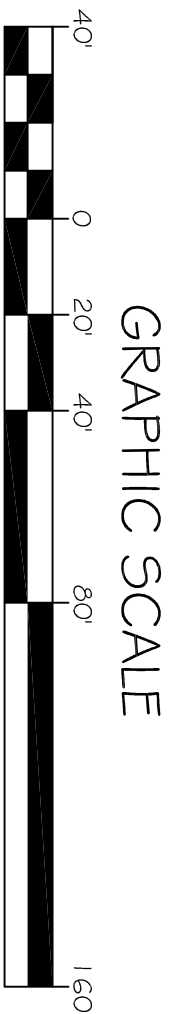
 [Offer to Purchase and Contract](#)

SITE DATA

NUMBER OF LOTS CREATED 1
 AREA IN LOTS 1.3278 ACRES
 AREA IN STREET RIGHT OF WAY 0.7574 ACRES
 AREA IN PARKS, RECREATION AREAS 0.0000 ACRES
 TOTAL AREA 2.0852 ACRES
 BEING PITT COUNTY TAX PARCEL NUMBERS
 00988, 21574, 21576, 21578, 21577, 21579

GENERAL NOTES

1. ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
2. ALL BEARINGS ARE NC GRID; ALL DISTANCES ARE GROUND MEASUREMENTS UNLESS OTHERWISE NOTED.
3. THE DESIGNATION NOTED OVER WATER, SANITARY SEWER, GAS OR ELECTRIC LINES IS FOR THE PURPOSE OF ESTABLISHING THE WIDTH OF SAID EASEMENT. THE EASEMENTS ARE NOT EXCLUSIVE AND WILL PERMIT THE INSTALLATION OF WATER, SANITARY SEWER, GAS AND ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS.
4. PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. REF: FIRM 3720468800K, DATED JULY 7, 2014.
5. NO BUILDINGS, STRUCTURE(S) OR OTHER IMPROVEMENTS, MATERIALS AND SURFACES, INCLUDED BUT NOT LIMITED TO PRINCIPAL AND ACCESSORY STRUCTURES AND ADDITIONS OR APPURTENANCES THERETO, SIGNAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, CANOPIES, ANTENNAS, MAISTS, ARIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE COLLECTION CONTAINERS, MAIL RECEPTACLES AND IMPERVIOUS SURFACES, SHALL ENROACH WITHIN ANY DEDICATED EASEMENT SHOWN ON THIS PLAT WITHOUT PRIOR WRITTEN APPROVAL FROM THE CITY OF GREENVILLE PUBLIC WORKS DEPARTMENT OR GREENVILLE UTILITIES COMMISSION.



FORMERLY B.B. SUGG PROPERTY

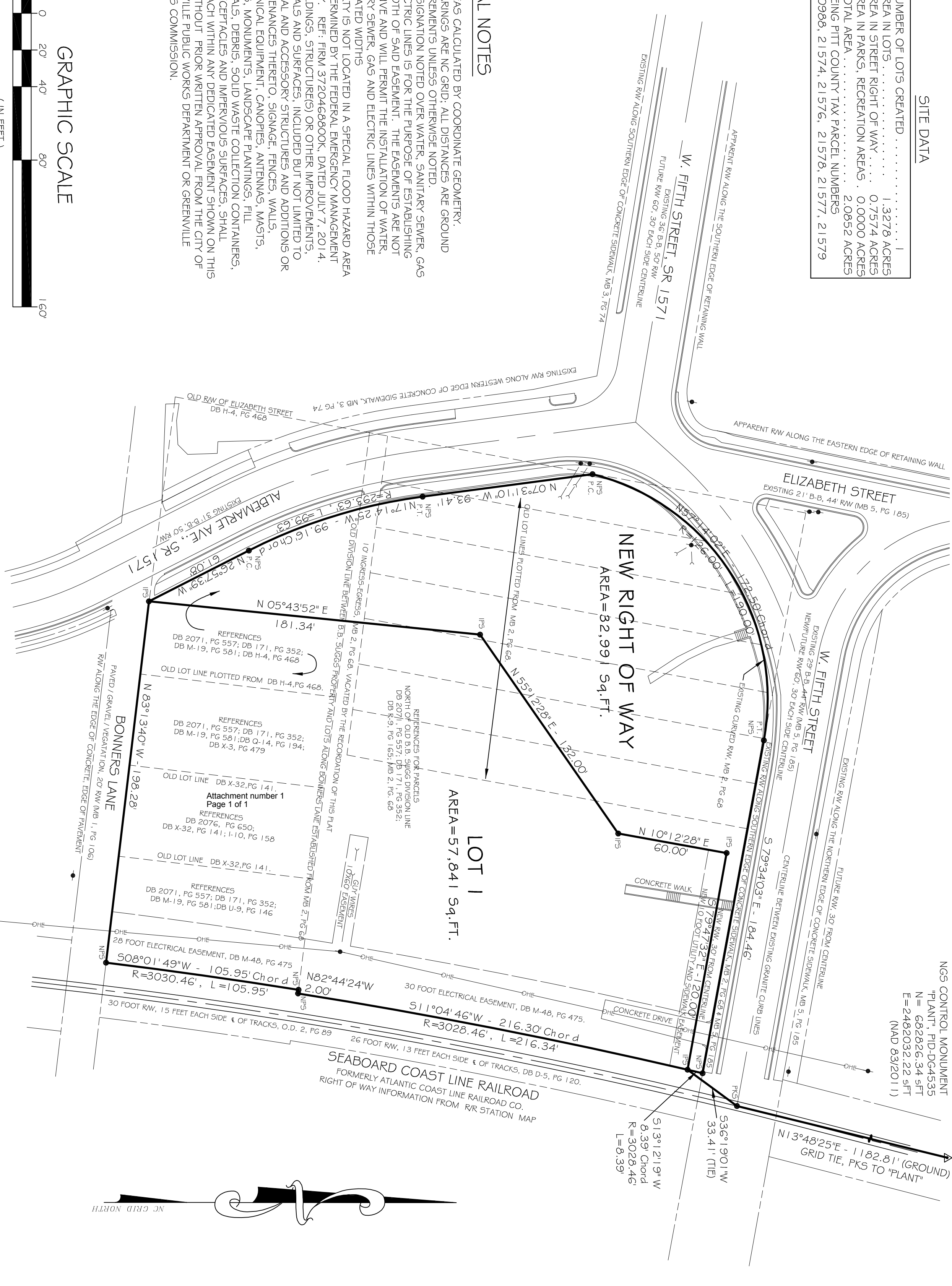
LOCATED AT THE SOUTHEAST CORNER OF
 W. FIFTH STREET AND ALBERMARLE AVENUE
 GREENVILLE, GREENVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA

OWNER: CITY OF GREENVILLE

ADDRESS: PO BOX 7207 GREENVILLE, NC 27835

PHONE: 252-329-4467

City of Greenville
 Public Works, Engineering
 1500 BEATTY STREET
 GREENVILLE NC, 27834
 (252) 329-4467



NGS CONTROL MONUMENT
 "PLANT", PID-DG4535
 N = 682826.34 9FT
 E = 2482032.22 5FT
 (NAD 83/2011)

"DRAWING FOR REVIEW PURPOSES ONLY"
 NOT FOR CONVEYANCE OR SALE OF PROPERTY

SOURCE OF TITLE THIS IS TO CERTIFY THAT THE LAST INSTRUMENTS IN THE CHAIN OF TITLE OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY REGISTRY AT GREENVILLE, NORTH CAROLINA ARE: DEED BOOK 2071 PAGE 557 DEED BOOK 2076 PAGE 650 MAP BOOK 36 PAGE 9	OWNERS STATEMENT THIS IS EVIDENCE THAT THIS SUBDIVISION IS MADE AT THE REQUEST OF: SIGNED _____ DAY OF _____, 2015. SMORN AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 2015.	APPROVAL THIS FINAL PLAT NO. _____ WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE THIS DAY OF _____, 2015. SIGNED _____ CITY PLANNER	DEDICATION WE THE UNDERSIGNED HEREBY ACKNOWLEDGE THIS PLAT AND ALLOTMENT TO BE THEIR FREE ACT AND DEED, AND HEREBY DEDICATE TO PUBLIC USE AS STREETS, PARKS, PLAYGROUNDS, OPEN SPACES AND EASEMENTS FOREVER ALL AREAS AS SHOWN OR SO INDICATED ON SAID PLAT. SIGNED _____ ATTEST _____
--	---	---	---

LEGEND

- ▲ - NGS CONTROL MONUMENT
- - IPS = IRON PIPE SET
- - PK3 = PARKER KALON NAIL SET
- - NP5 = NO POINT SET
- - UTILITY POLE
- - OHE = OVERHEAD ELECTRICAL LINES

SURVEYORS CERTIFICATION

I, LILLY LEE MERRILL, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY PERFORMED UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOKS REFERENCED HEREON; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOKS REFERENCED HEREON; THAT THE RATIO OF PRECISION FOR TRADITIONAL SURVEY METHODS IS 1:10,000+; THAT THE GLOBAL POSITIONING SYSTEM (GPS) OBSERVATIONS WERE PERFORMED TO THE GEOSPATIAL POSITIONING ACCURACY STANDARDS, PART 2: STANDARDS FOR GEODETIC NETWORKS AT THE CLASS "A" ACCURACY CLASSIFICATION (95% CONFIDENCE) AND THE FOLLOWING INFORMATION WAS USING TO PERFORM THE GPS SURVEY:
 POSITIONAL ACCURACY: 0.07 FEET ± 50PPM
 TYPE OF GPS FIELD PROCEDURE: RTK NETWORK
 DATE(S) OF SURVEY: JULY/AUGUST, 2015
 DATUM / EPOCH: NAD83/2011, NAVD 83
 PUBLISHED/FIXED CONTROL MONUMENT(S) USED: NCEC, PLANT.
 GEOID MODEL: GEOID 12A
 COMBINED GRID FACTOR: 0.999992627
 UNITS: US SURVEY FOOT
 THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

I, FURTHER CERTIFY PURSUANT TO G.S. 47-30 (9)(1) (a), THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE 19th DAY OF AUGUST, 2015.

SIGNED _____ PROFESSIONAL LAND SURVEYOR No. L-29356

REVIEW OFFICERS CERTIFICATE

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



**NORTH CAROLINA
PITT COUNTY**

**OFFER TO
PURCHASE AND CONTRACT**

THIS CONTRACT, made and entered into as of the 11th day of September, 2015, by and between Taft-Ward Investments, LLC, a North Carolina limited liability company, Party of the First Part and hereinafter referred to as the "Buyer", and the City of Greenville, a body corporate and politic, organized and existing under the laws of the State of North Carolina, Party of the Second Part and hereinafter referred to as the "City".

WITNESSETH:

For and in consideration of the mutual covenants and agreements herein set forth, the Buyer hereby offers to purchase and the City, upon acceptance of said offer, agrees to sell to the Buyer all that certain real property being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference, said real property being hereinafter referred to as the "Property".

THE TERMS AND CONDITIONS OF THIS OFFER TO PURCHASE AND CONTRACT ARE AS FOLLOWS:

1. **PURCHASE PRICE.** The purchase price of the Property is Fifty Thousand and no/100ths Dollars (\$50,000.00). The foregoing purchase price, subject to adjustments and prorations in accordance with paragraphs 2, 4, and 5, shall be paid to the City at closing. Except for any additional payments to be made by the Buyer to the City as provided in paragraphs 11 and 12, the City and the Buyer understand that the foregoing purchase price subject to the aforementioned adjustments and prorations shall be the entire amount which the City will receive from the Buyer for the sale of the Property.

2. **DEPOSIT.** The Buyer shall deposit Two Thousand Five Hundred and no/100ths Dollars (\$2,500.00), with the City Clerk of the City of Greenville as required by North Carolina General Statute 160A-269. The deposit shall be in the form of cash, cashier's check, or certified check. In the event that any of the conditions of this contract are not satisfied or waived by the Buyer prior to closing, or in the event of a breach of this contract by the City, then the earnest money shall be returned to the Buyer. In the event the Buyer breaches this contract, then the deposit shall be forfeited to the City. Otherwise, the deposit shall be paid to the City at the closing and applied against the purchase price.

3. **CLOSING.** Closing is defined as the date and time of the recordation of the deed. Closing of the purchase of the Property hereunder shall take place at the law office of The Graham, Nuckolls, Conner Law Firm, PLLC, Greenville, North Carolina, and shall take place at 1 p.m. on the date designated by the Buyer in a written notice to the City, said date shall be no later than one hundred eighty (180) days after the City Council of the City of Greenville votes in the affirmative to accept the offer of the Buyer after no qualifying upset bid is submitted to the City Clerk in accordance with the requirements of North Carolina General Statute 160A-269. At the time of the

closing, the purchase price shall be paid as herein provided, and possession of the Property shall be delivered to the Buyer. Time is of the essence with respect to such closing date.

4. **ADJUSTMENTS.** Rents, if any, for the Property shall be prorated through the date of closing and paid at closing.

5. **CLOSING COSTS.** The Buyer and the City acknowledge and agree that the Buyer shall be responsible for the cost of its own title examination and title insurance premiums, any escrow fees or charges, the cost of its survey, and any recording charges on the deed and that the City shall be responsible for the cost of the preparation of the deed and all other documents necessary to perform the City's obligations pursuant to this contract and any and all excise tax (revenue stamps) required by law on the transaction. Each party shall be responsible for the cost of its own attorneys.

6. **CONVEYANCE OF TITLE.** The City shall deliver to the Buyer at Closing a Limited Warranty Deed for the Property in fee simple, with warranties limited to the term of the City's ownership of the Property, conveying title to the Property, subject to restrictive covenants (including, but not limited to, those referenced in paragraph 10), easements and rights-of-way of public record (including, but not limited to, those shown on the final plat for the Property), noncompliance with local, county, state or federal governmental laws, ordinances, or regulations relative to zoning, subdivision, occupancy, use, construction or the development of the property, if any, and to all matters and things which a current accurate survey may reveal or disclose.

In addition, the City shall furnish to the title company at closing a standard form affidavit and indemnification agreement showing that all labor and/or materials, if any, furnished to the property within one hundred twenty (120) days prior to the date of closing have been paid and by which the City agrees to indemnify a title insurance company pursuant to a standard form ALTA title affidavit against all loss, cost, claim and expense arising therefrom, including reasonable attorney's fees. If requested by the Buyer, the City agrees to execute any documents required to effect a like kind tax free exchange as described in Internal Revenue Code Section 1031, for the benefit of the Buyer, with the condition that the City shall have no tax consequences arising from its execution of said documents and the Buyer shall indemnify and hold the City harmless from any liability associated with the City's participation in the exchange. The Buyer is responsible for the costs and expenses of any exchange documentation.

7. **STATUTORY REQUIREMENTS.** The Buyer understands and agrees that the City is required to comply with the requirements of North Carolina General Statute 160A-269 prior to conveying the Property. The Buyer shall deposit with the City Clerk of the City of Greenville the sum specified in Paragraph 2 of this contract in the form of cash, cashiers check, or certified check within ten (10) days after the City Council of the City of Greenville approves a resolution authorizing the sale of the property by the negotiated offer, advertisement and upset bid method. The deposit shall be forfeited to the City, returned to the Buyer, or applied against the purchase price in accordance with the provisions of Paragraph 2. Both parties understand and agree that, notwithstanding anything to the contrary contained herein, the City's obligations pursuant to this contract are expressly conditioned upon the City Council of the City of Greenville voting in the affirmative to accept the offer of the Buyer within sixty (60) days after no qualifying upset bid is

submitted to the City Clerk in accordance with the requirements of North Carolina General Statute 160A-269. Upon such a vote occurring, the Buyer may seek specific performance of this contract.

8. **EXPIRATION OF OFFER.** The Buyer understands and agrees that the offer of the Buyer to purchase the Property in accordance with the terms and conditions of this contract is irrevocable. However, the offer of the Buyer shall expire if either (i) the City Council of the City of Greenville does not approve a resolution authorizing the sale of the Property by the negotiated offer, advertisement, and upset bid method on or before November 1, 2015, or (ii) a qualifying upset bid with a deposit is submitted to the City Clerk in accordance with the requirements of North Carolina General Statute 160A-269, or (iii) the City Council of the City of Greenville does not vote in the affirmative to accept the offer of the Buyer within sixty (60) days after no qualifying upset bid is submitted to the City Clerk in accordance with the requirements of North Carolina General Statute 160A-269.

9. **CONDITIONS.** Notwithstanding anything to the contrary contained herein, the Buyer's obligations pursuant to this contract are expressly conditioned upon the following conditions:

- a. (i) The Property and its use shall not be or previously have been in violation of any law, rule, regulation, order or requirement pertaining to environmental regulations, contamination, or clean-up; and there shall not exist on the Property any hazardous substance, hazardous waste, pollutant, contaminant, toxic substance, asbestos, oil, other petroleum or chemical, biological or radioactive substance which is subject to regulation under any such law, rule, regulation, order or requirement or storage tank now or previously used for the storage thereof, whether above-ground or underground.

(ii) No portion of the Property shall be or shall have been used as a sanitary landfill, whether permitted or unpermitted, and no activity shall be or shall have been conducted thereon which is subject to regulation under the North Carolina Solid Waste Management Act.
- b. All deeds of trust, liens and other charges against the Property must be paid and satisfied by the City prior to or at closing such that cancellation may be promptly obtained following closing. The City shall remain obligated to obtain any such cancellations following closing.
- c. A special use permit for a fraternity or sorority house use upon the Property is granted by the Board of Adjustment of the City of Greenville on or before November 20, 2015.

Failure of any of the foregoing conditions of this paragraph shall be evidenced and determined by written notice to the City from the Buyer or the attorney for the Buyer, which notice shall be given at least ten (10) days prior to closing and shall be effective upon hand delivery or by

placement in the United States Mail, postage prepaid, addressed to the City. Upon the Buyer's provision of such notice of failure, all sums paid by the Buyer hereunder shall be returned forthwith to the Buyer, and thereafter neither Buyer nor the City shall have any rights or liabilities hereunder. If notice of failure is not given at least ten (10) days prior to closing, then the Buyer shall be deemed to have waived the satisfaction of the foregoing conditions of this paragraph.

10. RESTRICTIVE COVENANTS. At or prior to Closing, restrictive covenants applicable to the Property, in a form acceptable to the City, shall be recorded in the Pitt County Registry of Deeds to ensure that the development and use of the Property by the Buyer and its successors and assigns complies with the following:

- a. Vegetation shall be planted and maintained upon the Property along the rights-of-way of West Fifth Street and Albemarle Avenue for beautification purposes. The planting plan is subject to the approval of the City, which approval shall not be unreasonably withheld.
- b. Vegetation shall be planted and maintained upon the Property along the railroad right-of-way for buffering purposes, said vegetation shall be a minimum of sixteen (16) Nelly Stevens Holly evergreen shrubs (a minimum of six (6) feet planting height) per each 100 linear foot or fraction thereof. The planting plan is subject to the approval of the City, which approval shall not be unreasonably withheld.
- c. The exterior appearance of any building or structure constructed or erected upon the Property is subject to approval by the City to ensure that it is generally compatible with other buildings and structures in the neighborhood in which the Property is located. The approval of the City shall not be unreasonably withheld.
- d. The Property, including its buildings, grounds, and other improvements, shall be maintained so that its appearance and condition are in a clean, attractive, and sanitary condition at all times.
- e. A fraternity or sorority house shall be constructed upon the Property no later than December 31, 2017.

11. DONATION. The Buyer shall make a payment, as a donation, to the City, or, at the City's election, to a Trust designated by the City, in the amount of One Hundred Thousand and no/100ths Dollars (\$100,000) with the donation designating that the purpose of the use of the funds donated are to be limited to expenditures to benefit the West Greenville community for purposes such as programs and assistance and financing of rehabilitation of private buildings principally for the benefit of low and moderate income persons and programs associated with employment, economic development, crime prevention, child care, health, drug abuse, education and welfare needs of persons of low and moderate income. The donation shall be made at or prior to Closing. The City shall execute any documents reasonably requested by the Buyer and required by the Internal Revenue Service for the Buyer to receive the appropriate tax deduction, if any, for the donation.

12. COMMITMENT TO DEVELOP CAMPUS EDGE PROJECT

(a) It is understood and agreed that the City is conveying the Property to the Buyer in order to facilitate the development of the Campus-Edge Project. The Campus-Edge Project is a mixed use facility containing ground floor retail space of approximately 20,000 square feet, multi-story residential units for students, and a parking deck. The Campus-Edge Project will be located at the gateway to the East Carolina University Campus and the Uptown District, within the area bounded by 10th Street, Charles Boulevard, 11th Street and Charles Street. The City benefits from the development of the Campus-Edge Project as a result of the addition of this quality development in a prominent area and the increase in tax revenue which the City will receive.

(b) The Buyer agrees to commit sufficient financial and personal support to ensure the planning, development and construction of the Campus-Edge Project. This commitment acknowledges and is dependent upon the current financial markets, commercial lending and underwriting standards, and general economic conditions that must necessarily be available to the Buyer at the time of development. This commitment presumes there are no entitlement and planning impediments that prevent development or alter the Campus-Edge Project's feasibility.

(c) The City is relying upon the commitment of the Buyer to develop the Campus-Edge Project described in subsection (a). Except as provided in subsection (d), in the event the Buyer does not either (i) obtain a building permit for the Campus-Edge Project, as described in subsection (a), no later than July 1, 2018, or (ii) receive a certificate of occupancy for the Campus-Edge Project, as described in subsection (a), no later than August 30, 2020, then the Buyer shall pay the City, as additional compensation for the acquisition of the Property, the sum of ONE HUNDRED THOUSAND AND NO 100THS DOLLARS (\$100,000). Said sum shall be paid no later than thirty (30) days after the City gives written notice to the Buyer after the failure of the Buyer to meet either of the deadlines described above.

(d) The Buyer shall not be required to make the payment set forth in subsection (c) in the event the failure to obtain a building permit or receive a certificate of occupancy for the Campus-Edge Project by the deadlines described in subsection (c) occurs due to any of the following:

- (i) Soil or environmental conditions which make the development financially infeasible;
or
- (ii) Inability to obtain financing for the development due to a significant change in the current commercial lending and underwriting standards.

13. **SPECIAL USE PERMIT APPLICATION.** For the purpose of filing a Special Use Permit Application for a fraternity or sorority house use, the City and the Buyer agree that this Offer to Purchase and Contract shall be considered as a binding option to purchase thereby allowing the Buyer to apply for a special use permit for a fraternity or sorority house use.

14. **REASONABLE ACCESS.** The City shall allow the Buyer's agents, employees, and designees full and complete access to the property for the purpose of physically inspecting and

investigating the property. All such inspections and investigations shall be conducted in such manner as to avoid unreasonable interference with the City's present use, operation, and occupation of the Property.

15. **NOTICE.** All notices required by this contract shall be in writing and shall be given by either hand delivery to the parties hereto or by placement in the United States Mail, postage prepaid, addressed as follows:

To City:
Barbara Lipscomb
City Manager
City of Greenville
P.O. Box 7207
Greenville, NC 27835

To Buyer:
Thomas F. Taft, Sr.
Manager
Taft-Ward Investments, LLC
P.O. Box 566
Greenville, NC 27835-0566

16. **SEVERABILITY.** In the event that any term or condition of this contract or the application thereof to any circumstance or situation shall be invalid or unenforceable in whole or in part, the remainder hereof and the application of said term or condition to any other circumstance or situation shall not be affected thereby, and each term and condition of this contract shall be valid and enforceable to the full extent permitted by law.

17. **FIRE AND OTHER CASUALTY.** The risk of loss or damage by fire or other casualty prior to closing shall be upon the City.

18. **PARAGRAPH HEADINGS.** The paragraph headings used in this contract are for convenience of reference only and shall not be considered terms of this contract.

19. **GOVERNING LAW.** The Buyer and the City agree, that the laws of the State of North Carolina shall govern and control the validity, interpretation, performance and enforcement of this contract.

20. **OTHER DOCUMENTS.** The parties will make and execute all further instruments and documents required to carry out the purposes and intent of the contract/agreement.

21. **ENTIRE AGREEMENT.** This contract contains the entire agreement and understanding between the Buyer and the City. There are no oral understandings, terms or

conditions, and neither the Buyer nor the City has relied upon any representation, express or implied, not contained herein. All prior negotiations, understandings, terms and conditions are merged in this contract.

22. **MODIFICATION.** This contract may not be changed or modified orally, but only by an agreement in writing signed by the party against whom enforcement or waiver, change, modification or discharge is sought.

23. **DUPLICATE ORIGINALS.** This contract is executed in duplicate originals; and both the Buyer and the City acknowledge receipt of one such original, agree that the duplicate originals hereof are identical, and further agree that either original shall be admissible in any proceeding, legal, or otherwise, without the production of the other such original.

24. **BROKERS.** The City warrants, represents and certifies to the Buyer that it has not engaged or utilized the services of a broker in connection with this transaction. The Buyer shall be solely responsible for any broker's or finder's fees or commissions for any broker or realtor which it has utilized with this transaction. Each party agrees to defend, indemnify and hold harmless the other from and against any claim for broker's or finder's fees or commissions made by any party claiming to have dealt with them.

25. **REPRESENTATIONS.** The Buyer and the City acknowledge and agree that, except as otherwise specifically set forth in this contract, the City has made no representations, warranties or statements to the Buyer as to any matter relating to or concerning the Property, the use thereof or the suitability of the Buyer's intended use thereof. The City hereby represents and warrants to the Buyer that, to the best of the City's knowledge the property is not now in violation of any regulation, law, rule or order relating to hazardous substances or wastes and has not been used, and is not being used, as a sanitary landfill.

26. **EXECUTION.** This offer shall become a binding contract when signed by both the City and the Buyer.

IN TESTIMONY WHEREOF, the Buyer has caused this instrument to be executed under seal, and the City has caused this instrument to be executed in its corporate name by the City Manager of the City of Greenville.

TAFT-WARD INVESTMENTS, LLC

By:  (SEAL)
Thomas F. Taft, Sr., Manager

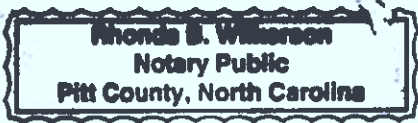
CITY OF GREENVILLE

By:  (SEAL)
Barbara Lipscomb, City Manager

**NORTH CAROLINA
PITT COUNTY**

I, Rhonda B. Wilkerson, Notary Public in and for the aforesaid County and State, do hereby certify that Thomas F. Taft, Sr., Manager of Taft-Ward Investments, LLC, a limited liability company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument on behalf of the limited liability company.

WITNESS my hand and official seal, this the 1st day of September, 2015.



Rhonda B. Wilkerson
Notary Public Rhonda B. Wilkerson

My Commission Expires: May 21, 2017

**NORTH CAROLINA
PITT COUNTY**

I, Rhonda B. Wilkerson, Notary Public in and for the aforesaid County and State, do hereby certify that Barbara Lipscomb, City Manager for the City of Greenville, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal, this the 11th day of September, 2015.

Rhonda B. Wilkerson
Notary Public Rhonda B. Wilkerson

My Commission Expires: May 21, 2017

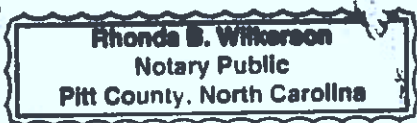


EXHIBIT A

Being the property located in the City of Greenville, North Carolina, within the area bounded by West Fifth Street, Albemarle Avenue, Bonners Lane and the railroad right-of- way, being a portion of Pitt County Tax Parcels No. 21579, 21574, 21578, 21577, 00988 and 21576 but not including the rights-of-way along West Fifth Street and Albemarle Avenue which are to be retained by the City of Greenville, said property consisting of 57,841 square feet and being shown as Lot 1 on the attached map entitled Final Plat Formerly B.B. Sugg Property which is labelled as Exhibit A-1 and herein incorporated by reference.



City of Greenville, North Carolina

Meeting Date: 10/5/2015
Time: 6:00 PM

Title of Item: Ordinance to amend City Code Section 12-2-37, Animal Traps Available to Public

Explanation: **Abstract:** City Code Section 12-2-37, Animal Traps Available to Public, is being amended to allow persons or groups to participate in Trap-Neuter-Return (TNR) activities.

Explanation: In an effort to ensure the health and safety of the general public and to assist with efforts to control the feral cat population in Greenville, the Greenville Police Department Animal Protective Services Unit researched the use of Trap-Neuter-Return (TNR) programs across the state. As a result of conversations with the 10 benchmark cities in North Carolina, other municipalities, other county governments, and TNR organizations, the Animal Protective Services unit recommends approval of the revised Greenville City Code Section 12-2-37, which is attached. Also attached is a red-lined version of the section showing the changes made to the current section.

At a November meeting, an ordinance and resolution will be placed on the agenda which will reflect the change in the name of the Division of Animal Control to the Division of Animal Protective Services and the change from Animal Control Officer to Animal Protective Services Officer.

Fiscal Note: Implementation of the recommended revisions should have no fiscal impact to the City of Greenville. Cost will be borne by persons or groups participating in the Trap-Neuter-Return (TNR) program.

Recommendation: Approve the ordinance amending City Code Section 12-2-37.

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

Attachments / click to download

 [Ordinance Amending Section 12 2 37 of the City Code to read as Animal Control 1012897](#)

 [Ordinance changes Animal control 1012915](#)

ORDINANCE NO. 15-
AN ORDINANCE AMENDING THE GREENVILLE CITY CODE
RELATING TO THE DIVISION OF ANIMAL CONTROL AND ANIMAL TRAPS BEING
MADE AVAILABLE TO THE PUBLIC

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

Section 1. That Section 12-2-37 of the Code of Ordinances, City of Greenville is hereby amended by rewriting said section to read as follows:

SEC. 12-2-37 ANIMAL TRAPS AVAILABLE TO PUBLIC.

(A) The Division of Animal Control is authorized to make animal traps available to members of the general public under the conditions stated in subsection (C) of this section.

(B) Animal traps may be checked out to citizens only upon written application to the Division of Animal Control, on a form provided by the Division of Animal Control. The application process shall include acknowledgment of program guidelines, to include a copy of this section, and any additional training materials as deemed necessary by the Division of Animal Control. Organizations or individuals wishing to engage in Trap-Neuter-Return (TNR) shall receive training provided by the Division of Animal Control and ensure the following requirements are completed for each feral cat trapped:

1. Each cat must be trapped using humane trapping techniques. Personal traps used for TNR purposes must be inspected and approved by the Division of Animal Control prior to use.
2. Cats must be spayed or neutered as appropriate, vaccinated for rabies, Feline Viral Rhinotracheitis (FVRCP), Calicivirus and Panleukopenia, have their ear tipped, and be returned to the location where trapped initially.
3. Cats entering the TNR program must be documented for tracking purposes by the TNR care giver using the Greenville Animal Control TNR Tracking Form. The veterinarian performing the procedures outlined in this section must sign the tracking form. The completed forms must be turned in to the Division of Animal Control for review and statistical purposes.
4. The individual or organization engaging in TNR shall be responsible for all costs and expenses while engaging in these activities.

(C) Animal traps provided by the city may be used only under the following conditions:

- (1) The animal trap or traps may only be used to trap wild or stray animals.

(2) All animals trapped must be released at the location where the animal was trapped, or delivered or turned over to the Division of Animal Control. All traps must be checked at least once every 12 hours and trapped animals released or delivered as required in this subsection.

(3) Traps may be checked out for a one-week period which may be extended for a second week if the Division of Animal Control believes it to be in the best public interest to extend the check-out period.

(4) Before a trap is set, the Division of Animal Control will ensure that a new application is completed by the person requesting the trap and will provide written notification to adjacent property owners/renters. In cases where property owners fail to respond or the property appears to be vacant, the animal control officers will post a notice on the property by way of a door hanger at least 24 hours in advance of a trap being set.

(5) Persons who check out and set traps must give express consent for Animal Control Officers to enter their premises to verify the location, manner of operation, and intended or actual use of traps.

(D) Failure to comply with the requirements of this section shall be grounds for immediate revocation of the privilege of using a city-owned animal trap, or participation in any Trap Neuter and Return Program in addition to civil or criminal penalties as stated in section 12-2-43.

Section 2 All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 3. 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 4. This ordinance shall become effective immediately upon its adoption.

This the 5th day of October, 2015.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

SEC. 12-2-37 ANIMAL TRAPS AVAILABLE TO PUBLIC.

(A) The Division of Animal Control is authorized to make animal traps available to members of the general public under the conditions stated in subsection (C) of this section.

(B) Animal traps may be checked out to citizens only upon written application to the Division of Animal Control, on a form provided by the Division of Animal Control ~~, and upon payment of any required fees or deposits.~~ The application process shall include acknowledgment of program guidelines, to include a copy of this section, and any additional training materials as deemed necessary by the Division of Animal Control. Organizations or individuals wishing to engage in Trap-Neuter-Return (TNR) shall receive training provided by the Division of Animal Control and ensure the following requirements are completed for each feral cat trapped:

1. Each cat must be trapped using humane trapping techniques. Personal traps used for TNR purposes must be inspected and approved by the Division of Animal Control prior to use.
2. Cats must be spayed or neutered as appropriate, vaccinated for rabies, Feline Viral Rhinotracheitis (FVRCP), Calicivirus and Panleukopenia, have their ear tipped, and be returned to the location where trapped initially.
3. Cats entering the TNR program must be documented for tracking purposes by the TNR care giver using the Greenville Animal Control TNR Tracking Form. The veterinarian performing the procedures outlined in this section must sign the tracking form. The completed forms must be turned into the Division of Animal Control for review and statistical purposes.
4. The individual or organization engaging in TNR shall be responsible for all costs and expenses while engaging in these activities.

(C) Animal traps provided by the city may be used only under the following conditions:

(1) The animal trap or traps may only be used to trap wild or stray animals.

(2) All animals trapped must be released at the location where the animal was trapped, or delivered or turned over to the Division of Animal Control. All traps must be checked at least once every ~~24~~ 12 hours and trapped animals released or delivered as required in this subsection.

(3) Traps may be checked out for a one-week period which may be extended for a second week if the Division of Animal Control believes it to be in the best public interest to extend the check-out period.

(4) Before a trap is set, ~~the person setting it must notify each adjoining property owner in writing that a trap is in use.~~ the Division of Animal Control will ensure that a new application is completed by the person requesting the trap and will provide written notification to adjacent property owners/renters. In cases where property owners fail to respond or the property appears to be vacant, the animal control officers will post a notice on the property by way of a door hanger at least 24 hours in advance of a trap being set.

(5) Persons who check out and set traps must give express consent for Animal Control Officers to enter their premises to verify the location, manner of operation and intended or actual use of traps.

(D) Failure to comply with the requirements of this section shall be grounds for immediate revocation of the privilege of using a city-owned animal trap, ~~or participation in any Trap Neuter and Return Program~~ in addition to civil or criminal penalties as stated in section 12-2-43 ~~of this chapter.~~