



# Agenda

## Greenville City Council

November 9, 2015  
6:00 PM  
City Council Chambers  
200 West Fifth Street

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

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**I. Call Meeting To Order**

**II. Invocation - Mayor Pro-Tem Mercer**

**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 May 14 and October 5, 2015 City Council meetings
2. Ordinance amending the City Code to change the name of the Animal Control Unit to the Animal Protective Services Unit and resolution amending the Pay Plan to reflect the updated position titles associated with this name change
3. Report of findings to City Council on variances granted to standards set forth in the Manual of Standard Designs and Details for Greenbrier Place

4. Resolution and deed or release for Greenville Utilities Commission to abandon an electric easement on Farmington Road
5. Resolution and deed of release for Greenville Utilities Commission to abandon and reconfigure utility easements for Greenville Retail Center (Hobby Lobby and related development - Old Carolina East Convenience Center) on NC Highway 11 (South Memorial Drive) and Mall Drive
6. Agreement with the Pitt County Board of Education for a portion of the financing of the South Greenville Gymnasium Improvements and Additions
7. Resolution to execute and deliver the Installment Financing Agreement for the third year borrowing of a three-year plan for the acquisition of Sanitation recycling roll-out carts
8. Contract award for replacement of the Police Fire-Rescue Headquarters emergency generator
9. Report on Bids and Contracts Awarded
10. Various tax refunds greater than \$100
11. Budget ordinance amendment #4 to the 2015-2016 City of Greenville budget (Ordinance #15-032)

**VII. New Business**

12. Presentations by Boards and Commissions
  - a. Greenville Bicycle and Pedestrian Commission
13. Presentation and adoption of the Tar River Park Master Plan
14. Tools for Employment and Manufacturing Short-Term Training Program
15. Resolution authorizing condemnation to acquire property of Ben Sherrod, Jr. Heirs for the Greenville Transportation Activity Center
16. Town Creek Culvert Clean Water State Revolving Fund Application Amendment

**VIII. Review of November 12, 2015, City Council Agenda**

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

**X. City Manager's Report**

**XI. Closed Session**

- 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 law rendering the information as privileged or confidential being the Open Meetings Law
- 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
- 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

## **XII. Adjournment**



# City of Greenville, North Carolina

Meeting Date: 11/9/2015  
Time: 6:00 PM

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- Title of Item:** Minutes from the May 14 and October 5, 2015 City Council meetings
- Explanation:** Proposed minutes from City Council meetings held on May 14 and October 5, 2015 are presented for review and approval.
- Fiscal Note:** There is no direct cost to the City.
- Recommendation:** Review and approve minutes from City Council meetings held on May 14 and October 5, 2015.
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Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

**Attachments / click to download**

- [Proposed Minutes of the May 14 2015 City Council Meeting 1012142](#)
  - [Proposed Minutes of October 5 2015 City Council Meeting 1013436](#)
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PROPOSED MINUTES  
MEETING OF THE CITY COUNCIL  
CITY OF GREENVILLE, NORTH CAROLINA  
THURSDAY, MAY 14, 2015



A regular meeting of the Greenville City Council was held on Thursday, May 14, 2015 in the Council Chambers, located on the third floor at City Hall, with Mayor Allen M. Thomas presiding. Mayor Thomas called the meeting to order at 7:00 pm. Council Member Smith gave the invocation, followed by the Pledge of Allegiance.

Those Present:

Mayor Allen M. Thomas, Council Member Rose H. Glover, Council Member Marion Blackburn, Council Member Rick Smiley and Council Member Richard Croskery

Those Absent:

Mayor Pro-Tem Calvin R. Mercer and Council Member Kandie Smith

Also Present:

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

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**APPROVAL OF THE AGENDA**

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City Manager Barbara Lipscomb stated she would like to add a Proclamation for Law Enforcement Officers Week under Special Recognition, and noted that the rezoning item requested by Ward Holdings, LLC has already been continued to June 11<sup>th</sup>. Also, she stated there has been a request to continue the item for amending the zoning ordinance to add schools as an allowed use in the IU zoning district to June 11<sup>th</sup> and a request to move the “no idling” item to immediately follow the Public Comment period.

Upon motion by Council Member Croskery and second by Council Member Blackburn, the City Council voted unanimously to adopt the agenda with the changes noted by the City Manager.



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**SPECIAL RECOGNITION**

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**CERTIFICATE OF ACHIEVEMENT FOR EXCELLENCE IN FINANCIAL REPORTING**

City Manager Lipscomb stated the City's Finance Department has received the Excellence in Financial Reporting award for 2014 from the Government Finance Officers Association for the 25<sup>th</sup> consecutive year.

Financial Services Director Bernita Demery expressed her appreciation for the award and introduced Accounting Supervisor Shawna Wooten and Financial Services Manager Kimberly Branch, stating they represent a small part of a big team without whom the award would not be possible.

Mayor Thomas presented Ms. Demery with a commemorative plaque for this prestigious award and extended congratulations to the Finance Department.

**POLLY JONES - CERTIFIED MUNICIPAL CLERK**

Mayor Thomas recognized Deputy City Clerk Polly Jones for her achievement of the designation of Certified Municipal Clerk (CMC). The CMC program is designed to enhance the job performance of the clerk in small and large municipalities. To earn the designation of CMC, an individual must attend extensive educational programs and have pertinent experience in a municipality. Mayor Thomas presented Ms. Jones with a commemorative plaque and extended his congratulations for achievement of this significant award.

**CPL. THOMAS V. WOOLARD - POLICE DEPARTMENT RETIREE**

City Manager Lipscomb commended Cpl. Thomas Woolard for serving 38 years and 1 month with the City's Police Department, and with of prior military service, for having served within the retirement system for 43 years and 11 months. City Manager Lipscomb then read and presented a commemorative plaque in honor of the occasion.

**PROCLAMATION FOR LAW ENFORCEMENT OFFICERS WEEK**

Mayor Thomas noted that just last week, he and many others attended the annual Law Enforcement Officers Memorial Service at the Pitt County Courthouse. He stated it was a very moving service, which recognized officers who have given their lives in the line of duty. He then read the following proclamation:



**WHEREAS**, the Congress of the United States of America has designated the week of May 15th to be dedicated as “National Police Week” and May 15th of each year to be “Police Memorial Day”; and

**WHEREAS**, it is important that all citizens know and understand the duties, responsibilities, hazards and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression;

**WHEREAS**, our community desires to honor the valor, service and dedication of its own law enforcement officers; and

**WHEREAS**, our community joins with other cities and towns to honor all peace officers everywhere;

**NOW, THEREFORE**, I, Allen M. Thomas, Mayor of the City of Greenville, North Carolina, do hereby proclaim the week of May 11-17, 2015 as

#### **LAW ENFORCEMENT OFFICERS WEEK**

in Greenville and call upon all of our citizens in this community to especially honor and show our sincere appreciation for the law enforcement officers of this community by deed, remark and attitude as their thanks to our men and women who make it possible for us to leave our homes and families in safety each day and to return to our homes knowing that they are protected by men and women willing to sacrifice their lives if necessary, to guard our loved ones, property and government against all who would violate the law.

Mayor Thomas then presented the proclamation to Captain Ken Laws on behalf of the Greenville Police Department.

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#### **APPOINTMENTS**

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#### **APPOINTMENTS TO BOARDS AND COMMISSIONS**

##### **AFFORDABLE HOUSING LOAN COMMITTEE**

Council Member Blackburn continued all appointments.

##### **COMMUNITY APPEARANCE COMMISSION**

Council Member Smiley continued all remaining appointments.

##### **ENVIRONMENTAL ADVISORY COMMISSION**

Council Member Blackburn continued all remaining appointments.



#### FIREFIGHTERS RELIEF FUND COMMITTEE

Appointments were continued.

#### HOUSING AUTHORITY

Council Member Croskery made a motion to appoint Judy Asselmeir to a first five-year term that will expire May 2020 in replacement of Larry Barbour. Council Member Blackburn seconded the motion, which carried unanimously.

Council Member Blackburn made a motion to appoint Gordon Darragh to an unexpired term that will expire May 2017 in replacement of Reginald Watson, who had resigned. Council Member Smiley seconded the motion, which carried unanimously.

The appointment for the Resident Commissioner's seat was continued.

#### HUMAN RELATIONS COUNCIL

Council Member Glover continued all remaining appointments.

#### PITT-GREENVILLE CONVENTION & VISITORS AUTHORITY

Council Member Glover continued all remaining appointments.

#### PLANNING & ZONING COMMISSION

Mayor Thomas made a recommendation to appoint Patrick "PJ" Connelly to the Alternate 2 seat for a first three-year term that will expire May 2018 in replacement of Shelley Basnight, who was no longer eligible to serve. Motion was made to that effect by Council Member Croskery, seconded by Council Member Smiley and carried unanimously.

With the appointment of Patrick Connelly to the Alternate 2 seat, the following elevations were enacted by the Order of Elevations process outlined in the City's Boards and Commission Policy: Terry King elevated to a regular member and Margaret Reid elevated to the Alternate 1 seat. All remaining appointments were continued.

#### POLICE COMMUNITY RELATIONS COMMITTEE

Council Member Blackburn appointed Jennifer "Jenny" Betz in replacement of Belinda Perkinson, who had resigned.

#### PUBLIC TRANSPORTATION AND PARKING COMMISSION

Council Member Croskery continued all appointments.

#### RECREATION & PARKS COMMISSION

Council Member Blackburn made a motion to appoint Nikki Caswell to fill an unexpired term that will expire May 31, 2017, in replacement of Deb Garfi, who had resigned. Council Member Croskery seconded the motion, which carried unanimously.



Council Member Smiley made a motion to reappoint Deb Jordan to a first three-year term that will expire May 31, 2018. Council Member Blackburn seconded the motion, which carried unanimously.

Council Member Croskery made a motion to reappoint James “Jamie” Yahnker to a first three-year term that will expire May 31, 2018. Council Member Smiley seconded the motion, which carried unanimously.

#### YOUTH COUNCIL

All appointments were continued.

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#### **NEW BUSINESS**

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#### **PUBLIC HEARINGS**

#### **ORDINANCE TO ANNEX GATEWAY WEST, LOT 8, INVOLVING 1.127 ACRES LOCATED ALONG THE SOUTHERN RIGHT-OF-WAY OF GATEWAY DRIVE AND 225+ FEET NORTH OF STANTONSBURG ROAD - (ORDINANCE NO. 15-023)**

Community Development Director Merrill Flood showed a map depicting the proposed annexation area, which is located within Arthur Township in voting district #1. The property is currently vacant with no population. No population is expected at full development. Current zoning is CG (General Commercial), with the proposed use being 9,583+/- square feet of retail space. Present tax value is \$176,732, with tax value at full development estimated at \$1,135,032. The property is located within Vision Area F.

Mayor Thomas declared the public hearing for the proposed annexation open at 7:27 pm and invited anyone wishing to speak in favor to come forward. Hearing no one, he then invited comment in opposition. Also hearing no one, Mayor Thomas closed the public hearing at 7:28 pm.

Council Member Blackburn moved to adopt the ordinance to annex Gateway West, Lot 8, as described by Director Flood. Council Member Croskery seconded the motion, which passed by unanimous vote.

#### **ORDINANCE REQUESTED BY WARD HOLDINGS, LLC TO REZONE 2.0361 ACRES LOCATED ALONG THE SOUTHERN RIGHT-OF-WAY OF EAST 10TH STREET AND 270+ FEET WEST OF ELM STREET FROM R9 (RESIDENTIAL [MEDIUM DENSITY MULTI-FAMILY]) TO R6 (RESIDENTIAL [HIGH DENSITY MULTI-FAMILY]) - (Continued to June 11, 2015)**



**ORDINANCE AMENDING THE ZONING ORDINANCE BY ADDING SCHOOLS AS AN ALLOWED USE WITHIN THE IU (UNOFFENSIVE INDUSTRY) ZONING DISTRICT, SUBJECT TO AN APPROVED SPECIAL USE PERMIT AND ESTABLISHING SPECIFIC CRITERIA - (Continued to June 11, 2015)**

**ORDINANCE AMENDING THE ZONING ORDINANCE TO AMEND THE MAXIMUM BUILDING LENGTH CRITERIA OF MULTI-FAMILY DEVELOPMENTS - (Ordinance No. 15-024)**

Chief Planner Tom Weitnauer stated that an application was received from Mr. James Walker of Rivers and Associates, Inc. to amend the maximum building lengths of multi-family development so that they may exceed the existing maximum building length of 260 feet, pending compliance with other proposed criteria. The text amendment application proposes to allow building lengths to exceed 260 feet, as long as firewall(s) are constructed and/or sprinkler systems are installed. The building length regulation currently reads as follows:

Article I. Multi-Family Development, Section 9-4-145 Development Standards, (G):

*"Building length. No contiguous unit or series of attached units shall exceed a combined length of 260 feet."*

The text amendment proposes to retain the existing regulations above and then add the following new text (underlined) to read as follows:

Article I. Multi-Family Development, Section 9-4-145 Development Standards, (G):

*"Building length. No contiguous unit or series of attached units shall exceed a combined length of 260 feet, except as provided herein. Any building which exceeds two hundred sixty (260) feet shall be designed and constructed with the appropriate firewall(s) and/or equipped with a sprinkler system in compliance with either the North Carolina State Building Code, General Construction Volume 1, or the North Carolina Building Code, Volume 1-B, Residential, whichever is applicable, or both if both are applicable."*

Mr. Weitnauer stated that staff reviewed the history of the building length regulation and determined a modified version of it was adopted in the City's first zoning ordinance in 1969. The only difference between the 1969 version and the current version is the word "contiguous" replaced the word "continuous" as it appeared in the 1969 version. Staff does not know the origin of the regulation, but suspects it may have been a method to reduce the spread of fire throughout a long egress corridor, perhaps limiting the length to either the length and/or fire flow pressure of fire hoses or to help limit the time occupants would need to travel through a corridor to escape a structure fire.



Planning staff consulted with the Chief Building Inspector and the Fire Marshal to investigate whether the proposed text amendment would have any bearing on applicable building codes or fire prevention regulations. The Chief Building Inspector indicated that the Building Code does not establish any limits on building lengths to 260 feet. There are limitations to story height and total square footage per story on structures, but with proper firewalls, non-combustible or limited combustible construction materials, structures would only need to meet the limitations set forth in the code. The Fire Marshal concurred with the Chief Building Inspector's comments.

The existing regulation that limits multi-family development to a maximum building length of 260 feet is exempt in the CD (Downtown Commercial) zoning district where other standards are established in the zoning ordinance.

In staff's opinion, the proposed amendment is consistent with Horizons: Greenville's Community Plan. Mr. Weitnauer stated the Planning and Zoning Commission voted unanimously in favor of the amendment at its April 21, 2015 meeting.

Mayor Thomas declared the public hearing for the proposed amendment open at 7:32 pm and invited anyone wishing to speak in favor to come forward.

James Walker - Rivers and Associates, Inc.

Mr. Walker stated the ordinance on the books has been there for 46 years and has served Greenville well. He was in the development business in the Raleigh-Cary area for 10 years and has been in Greenville for 40 years. He feels the type of multi-family structures going up in that era and up to 2008 were the 16 feet wide multi-family units with 2-3 bedrooms that extended out forever. At some point in time, the length was limited to 260 feet. In looking at some of Greenville's peer cities, many do not mention length, but in Raleigh, the limit is 150 feet unless the builder incorporates the fire walls and sprinkler systems. Today's multi-family market is all about bettering the competition, so tonight's request is simply asking to add some flexibility to the existing ordinance. Mr. Walker requested the City Council's favorable consideration of the proposed amendment.

Hearing no one else wishing to speak in favor of the proposed amendment, Mayor Thomas invited anyone wishing to speak in opposition. Hearing none, Mayor Thomas closed the public hearing at 7:34 pm.

Council Member Glover moved to adopt the ordinance amending maximum length building criteria of multi-family developments within the Zoning Ordinance. Council Member Blackburn seconded the motion, which passed by unanimous vote.



**RESOLUTION AUTHORIZING THE CONVEYANCE OF CITY-OWNED PARCELS LOCATED AT 805, 807, AND 809 BANCROFT AVENUE TO METROPOLITAN HOUSING AND COMMUNITY DEVELOPMENT CORPORATION, INC. – (Resolution No. 025-15)**

Community Development Director Merrill Flood stated that the City owns multiple parcels along Bancroft Avenue. These parcels are located within the West Greenville Certified Redevelopment Area and are part of the Lincoln Park Neighborhood Redevelopment. In January 2014, the City Council set fair market value on 16 parcels within this area. Since that time, staff has solicited bids to construct affordable single-family homes on those parcels.

Greenville Housing Development Corporation previously won two bids to construct affordable single-family homes on two parcels. In the most recent solicitation for bids, Metropolitan Housing and Community Development Corporation, Inc. (MHCDC) won three bids to construct affordable single-family homes on three parcels: 805, 807 and 809 Bancroft Avenue. Staff recommends the conveyance of these parcels by means of private sale to MHCDC in accordance with the provisions of North Carolina General Statute §160a-279.

Director Flood stated that staff has prepared an agreement which establishes a timeline for the project. The organization has 20 days to obtain a building permit after the parcels have been transferred to the organization and the homes must be built no later than 120 days after the transfer has been completed. MHCDC currently has potential homebuyers and renters and they intend to have tenants in the homes by the deadline noted in the agreement. The agreement also states the builder has 30 months to occupy the home.

Current appraised value for each of the three parcels is \$10,300. The terms of the agreement indicate conveying the lots to MHCDC in exchange for the construction of three affordable single-family homes. The homes must meet the City's new home standards. MHCDC will use its own resources and funding to construct the new homes.

Mayor Thomas declared the public hearing for the proposed transfer open at 7:39 pm and invited anyone wishing to speak in favor to come forward. Hearing no one, he then invited comment in opposition. Also hearing no one, Mayor Thomas closed the public hearing at 7:40 pm.

Council Member Glover moved to adopt the resolution authorizing the conveyance of City-owned parcels located at 805, 807 and 809 Bancroft Avenue to Metropolitan Housing and Community Development Corporation, Inc. Council Member Blackburn seconded the motion, which passed by unanimous vote.



## **LEASE AGREEMENT FOR PROJECT REVERE**

Community Development Director Merrill Flood stated that the City Council accepted an Economic Development Catalyst Grant to support Project Revere. The grant, which was awarded by the Golden LEAF Foundation in January 2015, is intended to purchase lab equipment, which will be leased by ArroGen, LLC. ArroGen is a local life sciences company and will use the equipment at its lab facility in Greenville for a 60-month lease period. In April 2015, the Golden LEAF Foundation approved modifications to Project Revere in order to better accommodate ArroGen's revised business plans. The modified grant amount is \$427,557.

Director Flood stated that ArroGen has committed to creating at least 80 new full-time jobs over the next four years as a result of this project, which will be located within the corporate limits of Greenville. Funds generated from the equipment lease payments will go into an account that will capitalize the City's new Site Ready Program.

The City Council accepted the modified grant agreement between the Golden LEAF Foundation on May 11, 2015 and the City and awarded a sole source contract to purchase the specialized equipment that will be leased to ArroGen, LLC. The City's lease of equipment to ArroGen, LLC will effectively represent an economic development incentive for an economic development project pursuant to North Carolina General Statute §158-7.1 because it will be offered at an interest rate that has been adjusted in consideration of the expected public benefits accrued as a result of the project – an increase in the business prospects of the City and the creation of additional employment opportunities.

Director Flood stated the rent amount for the equipment will be 80% of the aggregate purchase price of the equipment and other sales-related costs, plus interest at the mid-term Applicable Federal Rate as published by the Internal Revenue Service. Payment of the rent amount will be made in equal monthly installments with the title being transferred to the company at the expiration of the lease term, and at the company's option, upon payment of 20% of the aggregate purchase price of the equipment and other sales-related costs.

Because all costs of acquiring the equipment are covered under the Golden LEAF Grant program, the proposed economic development incentive does not involve any immediate expenditure from the City; however, the City will be responsible for administration and oversight of the grant.

Director Flood recommended that the City Council hold the required public hearing and authorize the City Manager to execute the lease agreement for Project Revere.

Mayor Thomas declared the public hearing for the proposed economic development incentive open at 7:43 pm and invited anyone wishing to speak in favor to come forward.



Hearing no one, he then invited comment in opposition. Also hearing no one, Mayor Thomas closed the public hearing at 7:44 pm.

Council Member Glover moved to authorize the City Manager to execute the lease agreement for Project Revere. Council Member Blackburn seconded the motion, which passed by unanimous vote.

**RESOLUTION AUTHORIZING AN APPLICATION TO THE FEDERAL TRANSIT ADMINISTRATION (FTA) FOR A SECTION 5307 GRANT FOR FEDERAL OPERATING AND CAPITAL ASSISTANCE FOR GREENVILLE AREA TRANSIT (GREAT) FOR FISCAL YEAR 2015-2016 - (Resolution No. 026-15)**

Transit Director Stephen Mancuso, who City Manager Lipscomb noted would be retiring soon, stated that each year the City relies upon funding from the Federal Transit Administration (FTA), in the form of a Section 5307 grant, to help support the operating and capital needs of the Greenville Area Transit (GREAT) system. This grant funding supports transit systems that are open to the public in areas with populations between 50,000 and 200,000 and are available to reimburse cities for 50% of the operating deficit and 80% of capital expenditures, preventive maintenance and expenses associated with the Americans with Disabilities Act (ADA).

Currently, the FTA is authorized to apportion only two-thirds of its formula funding, which equates to an allocation of \$1,127,674 for the City. When the remaining third is apportioned by the FTA, the total amount of the allocation is expected to increase to \$1,691,511. Maximum matching funds are estimated at \$614,545 and are already included in the FY 2015-2016 budget.

Mayor Thomas declared the public hearing for the proposed grant application open at 7:45 pm and invited anyone wishing to speak in favor to come forward. Hearing no one, he then invited comment in opposition. Also hearing no one, Mayor Thomas closed the public hearing at 7:46 pm.

Council Member Croskery moved to authorize the City Manager to adopt the resolution approving the grant request and authorizing the filing and execution of the application for federal funding. Council Member Glover seconded the motion, which passed by unanimous vote.

**PUBLIC COMMENT PERIOD**

Mayor Thomas opened the public comment period at 7:46 pm, explaining procedures which should be followed by all speakers.



Keith Cooper – Benevolence Corps

Mr. Cooper extended congratulations to all the City employees who received awards earlier in the meeting. He gave special congratulations to the Finance Department, directed by Bernita Demery, for their Certificate for Excellence in Financial Reporting. This prestigious award was created in 1945 by the Government Finance Officers Association (GFOA). Robert Gregg Cherry was Governor of North Carolina at the time and Franklin Delano Roosevelt was President until his death on April 12, 1945 at Warm Springs, Georgia. Roosevelt was succeeded in office by Harry Truman. Indeed, this praiseworthy award has stood the test of turbulent times. Ms. Demery has done an outstanding job as Finance Director. She has worked in that department for 27 year, holding both a CPA and an MBA. She has led that department in a respectable manner, paving the way for numerous accolades and awards. Because of such an award, everyone within that department deserves a bonus check for their efforts in teamwork, strength and unity. The City cannot survive without the capable, competent stewards of the public's trust within that department.

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

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**OTHER ITEMS OF BUSINESS**

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**RESOLUTION OF THE ENVIRONMENTAL ADVISORY COMMISSION FOR CITY COUNCIL TO INSTALL "NO IDLING" SIGNS IN CITY PARKING FACILITIES, THEREBY ENCOURAGING CITIZENS TO TURN OFF MOTOR VEHICLES AND IMPROVE AIR QUALITY**

Environmental Advisory Commission (EAC) Chair J. C. Woodley presented a resolution adopted by the EAC to encourage citizens to turn off their vehicles while waiting for passengers in City parking facilities, including the parking deck. Behavioral changes can be a real challenge for our citizens, but it is the hope of the EAC that addressing the issue in this manner, followed up by educational activities can effect real change. The EAC has received endorsement of this resolution from other City boards and commissions, including the Public Transportation and Parking Commission and the Recreation and Parks Commission.

Dr. John Kinney, a former member of the EAC, presented an example of the proposed sign: (shown next page)



Dr. Kinney stated the sign has already been used successfully by the school system for the past two years with the assistance of the Kiwanis Kids, for whom he is a mentor. Signs will be provided to the City free of charge through the North Carolina Department of Transportation. He then discussed both health reasons and economic reasons for encouraging citizens to turn off motor vehicles rather than allowing them to idle.

Chair Woodley then read the following resolution, which was adopted by the EAC on March 5, 2015:

Resolution No. 2015-01-EAC

RESOLUTION OF THE ENVIRONMENTAL ADVISORY COMMISSION FOR CITY COUNCIL TO INSTALL "NO IDLING" SIGNS IN CITY PARKING FACILITIES, THEREBY ENCOURAGING CITIZENS TO TURN OFF MOTOR VEHICLES AND IMPROVE AIR QUALITY

**WHEREAS,** motor vehicle idling is a significant air pollution and public health threat as well as a substantial economic waste; and

**WHEREAS,** exhaust from motor vehicles is identified by the American Lung Association as a major source of air pollution of substances harmful to humans, such as ozone, carbon monoxide, nitrogen and sulfur oxides, and fine particulates (soot)<sup>1</sup>; and

**WHEREAS,** adverse health effects from vehicle exhaust include immediate, close range effects leading to asthma, cardiac events, inflammation of the bronchial passages, tissue damage, chronic disease, and early pulmonary disability<sup>1</sup> and the effects of exposure to exhaust are cumulative and additive;<sup>2</sup> and

**WHEREAS,** such effects especially impact children, the elderly, those who exercise outdoors, and those with pre-existing breathing or cardiac problems, as well as the general public;<sup>1,2</sup> and

**WHEREAS,** two minutes of idling uses the same amount of fuel as driving one mile; it is more efficient to turn off the engine than to idle for more than 30 seconds; and ten seconds of idling uses more fuel than restarting the engine;<sup>2</sup> and

**WHEREAS,** North Carolina law limits the maximum time of motor vehicle idling to 5 consecutive minutes in any 60-minute period (NC Administrative Code Title 15A, Ch. 2D.1010); and prohibits the emission of visible air contaminants for longer than 5 seconds (NC GS 20-128.1); and most other states have similar laws; and

**WHEREAS,** installing signs to encourage drivers to turn off their engines can be effective as part of educational campaigns to reduce idling time; and Pitt County Schools have installed such signs at all schools in loading zones where school buses and parents deliver and pick up children;

**NOW, THEREFORE, BE IT RESOLVED** that the Environmental Advisory Commission of the City of Greenville recommends to the City Council of the City of Greenville that signs encouraging drivers to turn off their engines be installed in City parking facilities at Parks and Recreation sites and in the Uptown Greenville parking lots and parking deck, in order to reduce the air pollution, public health, and economic effects of motor vehicle idling,

This the 5<sup>th</sup> of March 2015

*James C. Woodley*  
James C. Woodley, Chairperson  
Environmental Advisory Commission



Council Member Blackburn moved to accept the resolution and direct City staff to look into putting up the recommended signs where appropriate in parks and other open public spaces. Council Member Croskery seconded the motion.

Mayor Thomas asked to clarify the number of signs and their placement.

City Manager Lipscomb stated it was her understanding they would be placed in all City parks, parking lots and the parking deck.

There being no further discussion, the motion passed by unanimous vote.

**PRESENTATION OF THE PROPOSED FISCAL YEAR 2015-2016 OPERATING BUDGET FOR THE FOLLOWING ENTITIES:**

- **PITT-GREENVILLE CONVENTION & VISITORS AUTHORITY**

Pitt-Greenville Convention and Visitors Authority (CVA) Executive Director Andrew Schmidt stated that the CVA, in conjunction with hospitality partners, continues to strive to make Greenville a competitive hospitality destination throughout the state of North Carolina. Over the past several years, a great deal of progress has been made toward this goal as Pitt County now ranks 21<sup>st</sup> among North Carolina's 100 counties in tourism related expenditures and economic impact. The CVA board has developed a number of strategic goals and objective and the amended budget supports expenditures to achieve these goals.

Executive Director Schmidt stated the cornerstone of the CVA's budget for the coming fiscal year is centered on marketing Greenville and Pitt County. The hiring of an additional sales manager will allow the marketing team to penetrate deeper into existing markets, engage in sports marketing and establish a small market meetings program which is essential for limited services properties. Additional expenditures in marketing will also allow the Convention and Visitors Bureau (CVB) to support the Greenville Convention Center expansion and continue to develop a leisure market. All CVA staff will take a role in developing Greenville and Pitt County as a community that has all of the necessary tourism components to become a top-tier destination in North Carolina.

This second year of the 2-year budget cycle has been amended to reflect the increase in occupancy tax collections over projected revenues for 2015-2016. The amended budget is conservatively based off a 6% increase in the occupancy tax revenue versus the 2.5% projected at this time last year. The amended budget shows an increase in expenditures in the areas of advertising, travel, personnel, membership dues and contracted services. The printing line item as decreased as a



means of reducing environmental impact and the tourism project line item has reduced now that the website redesign has been completed.

Executive Director Schmidt stated that the proposed budget has been approved by the CVA executive committee, the full CVA board and is ready for consideration by the City Council.

- **SHEPPARD MEMORIAL LIBRARY**

Director of Libraries Greg Needham thanked the City Council for the opportunity to present the library's budget for the upcoming year and introduced Patricia Rawls, Chairperson of the Sheppard Memorial Library Board to make brief comments.

Chairperson Rawls expressed appreciation on behalf of the Board of Trustees for the City's continuing support over the years, which allows the library to provide services in support of literacy, computer literacy and life-long learning to help the local community succeed and thrive in the knowledge-based society of today. The library continues to expand its services in an effort to meet the growing needs of the community. Recent highlights include doubling the number of toddler story-time programs each week and development of lap-sit reading programs to help the youngest patrons and their families. Teen reading programs are being expanded to nurture literacy and a love of reading well beyond the school reading programs. Through a variety of partnerships, there are both computer literacy and job related computer skills courses available free at the library. There are also health information classes taught to outreach librarians.

Following Chair Rawls' comments, Director Needham stated the 2015-2016 budget request for the public library system represents the operating costs for the main library, four branch libraries and the Pitt County Bookmobile for the upcoming fiscal year and has been updated from the original financial plan to reflect a proposed 2% market adjustment plus \$31,808 to implement the recommendations resulting from the five-year pay study.

Sheppard Memorial Library requests \$1,162,192 from the City and \$581,096 from Pitt County, which follows the 2/3 City to 1/3 County funding ratio that has been the goal since the 1960's. Anticipated revenue from State Aid is set at the level recommend by the State of North Carolina. Funding needed to operate the Bethel and Winterville branch libraries is reflected in the revenues requested from each municipality plus a request from Pitt County.

Director Needham stated there are no capital funds requested in this budget and operating expenditures have been reduced to offset the needed additional personnel



expenses. Expenditures that have been reduced include utilities, postage, books/bindery, supplies and travel. Looking toward the future, Director Needham stated that Pitt County is reserving \$50,000 each in fiscal years 2015-2016 and 2016-2017 toward replacing the Pitt County Bookmobile.

Mayor Thomas asked for clarification on the percentage split for library funding between the City and County.

City Manager Lipscomb stated the Library develops its budget and the costs are split with the City funding two-thirds and the County funding one-third of operating expenses. While a similar share applies to capital expenses on the main library, the County does not pay a share for capital work on the branch libraries.

- **GREENVILLE UTILITIES COMMISSION**

Greenville Utilities Commission (GUC) General Manager/CEO Tony Cannon stated the fiscal year 2015-2016 budget for GUC reflects the combined efforts of the Management Team, employees and the guidance of their Board of Commissioners. Budgetary requests have been reviewed with a focus on sound business practices, customer expectations and system reliability. In balancing the budget, key areas such as infrastructure needs, rising operational costs, staffing requirements and long-term sustainability with fiscal responsibility were taken into consideration.

Using GUC's strategic plan as a guide, the budget was prepared to ensure the long-term success of GUC's mission to provide safe and reliable utility services at the lowest reasonable costs, with exceptional customer service. GUC's financial budget goals focus on several key metrics including end-of-year performance, debt service coverages and fund balances. The long-term sustainability of each fund is also taken into consideration to ensure that GUC is poised to continue to meet its mission and future financial challenges.

General Manager/CEO Cannon stated that GUC's commitment to provide exceptional service while maintaining a viable financial position guides all budgetary decisions. GUC utilizes Key Performance Indicators at the corporate level on a consistent and routine basis and its budget goals are designed to achieve the following:

- Meet customer needs
- Provide reliable utility services at the lowest reasonable cost
- Position GUC to achieve greater efficiencies
- Continue to meet and/or exceed regulatory requirements
- Preserve bond ratings
- Minimize rate increases
- Avoid future rate shock



- Ensure financial viability of each fund
- Prepare for emergency situations
- Prepare for regional opportunities

The balancing process for the budget addressed several areas, including review and analysis of the following:

- All four funds will be self-supporting in order to meet future financial challenges as individual funds on a sustained basis
- Continued investment in infrastructure
- Additional debt service requirements
- Appropriate timing of expenditures for capital projects
- Revenues
- Personnel and staffing
- Cost saving opportunities
- Updating financial models while being cognizant of any rate adjustments that were proposed last year for the upcoming fiscal year

General Manager/CEO Cannon explored highlights of the FY 2015-2016 operating budget, discussing each of the following:

- Expenditures budgeted for FY2015-2016 have increased by 5.7% or \$15.5 million when compared to the FY2014-2015 adopted budget. Key drivers are:
- No rate adjustment for the Electric Fund although 2% was projected last year
- Electric Fees – Second year of phased-in adjustments in electric fees
- No rate adjustment for the Gas Fund (other than purchased gas adjustments as needed)
- A 5.5% recommended rate adjustment for the Water Fund effective July 1, 2015, which is 2% lower than last year's projection of 7.5%
- A 6.5% recommended rate adjustment for the Sewer Fund effective July 1, 2015, which is 2% lower than last year's projection of 8.5%
- Funding for the employee market adjustment at 0.5% or approximately \$125,000 effective July 1, 2015
- Funding for the employee merit program at .5% or approximately \$374,000
- Funding to address compression issues, \$125,000
- Funding for succession planning, \$50,000
- Continuation of dual option self-insured health insurance plan
- Continuation of self-insured dental insurance plan
- Funding to bring replacements on board prior to the retirement of key personnel in order to facilitate succession planning, leverage the knowledge and experience of long-term employees for training on critical issues and ensure smooth transitions



- Existing positions have been reallocated and eleven permanent positions have been added to appropriately respond to needs within the combined enterprise system
- Six temporary intern positions
- Prefunding for Other Post-Employment Benefits (OPEB) has been increased by \$50,000, bringing the total amount for prefunding to \$450,000
- Investment of \$7.6 million for capital outlay in order to maintain system reliability and comply with regulatory requirements in the combined enterprise operation
- Funding for energy conservation program
- Annual turnover or transfer of \$6.6 million to the City in accordance with the Charter issued by the North Carolina General Assembly

He then stated that GUC continues to make investments in capital projects to maintain reliability, meet ongoing regulatory requirements and remain strategically positioned to facilitate growth. To that end, GUC will be establishing capital projects totaling \$9.8 million.

GUC is a member of the North Carolina Eastern Municipal Power Agency (NCEMPA) and has a sixteen percent (16%) interest in the Agency's power generating assets. During the last eighteen months, GUC has been working collaboratively with NCEMPA in successfully negotiating the sale of the NCEMPA's power generating assets to Duke Energy Progress (DEP). The current budget does not reflect the sale as it is anticipated that the sale will not be finalized by the beginning of the new fiscal year. However, once the sale has been completed, GUC has developed a strategy to be poised to pass the savings to its customers and stabilize rates in the near term. After the sale, the typical residential customer will see a seven percent (7%) reduction in their electric bill and, based on the most current economic analyses and energy price forecasts, it is anticipated that the electric rates will remain stable for the next five years. GUC is pleased to be able to successfully negotiate the sale, reduce rates for customers, become better positioned to take advantage of economic development opportunities and improve the quality of life for the region. During the upcoming fiscal year, the budget will be amended to reflect the completion of the sale and reduction in rates.

General Manager/CEO Cannon stated that the FY 2015-2016 balanced budget controls costs while continuing to provide the high level of service expected by its customers. The budget is balanced and includes key components to position GUC for long-term sustainability and growth.



Council Member Glover asked for a reminder of the rate increases for water and sewer. General Manager/CEO Cannon stated that water rates would increase 5.5% and sewer rates would increase 6.5%.

Council Member Glover asked if customers would be able to feel the impact of the electric rate decrease, considering these increases. General Manager/CEO Cannon said if the sale of assets goes according to plan, electric rates will decrease by 7% and a rate stabilization fund will be created to hold rates at that level over the next five years. A customer would save around \$1,200 over that five year period.

Council Member Blackburn asked for discussion on the mechanics of the Liquefied Natural Gas (LNG) program. General Manager/CEO Cannon stated there are two components to the gas rate. The base rate covers operating expenses and capital needs. The purchased gas adjustment represents the cost of the commodity. The work to the LNG plant will allow GUC to reduce its dependency on firm transportation in the pipeline, which would be realized on the other side of the balance sheet in the cost of gas. The gain with this approach is much greater than its cost because of the uncertainty of the natural gas market, particularly on peak days.

Mayor Thomas asked about GUC's philosophy on market at .05% and merit at 1.5%. General Manager/CEO Cannon stated that, of the 2% allocated for salaries, it takes 1.5% of total salaries to fully fund its merit program, which is a performance-based pay system. It has been in place for a number of years and allows GUC to move employees through their pay ranges. He stated they are able to fund the merit program with 1.5% rather than the full 2% because those increases are applied throughout the year and employees must produce in order to achieve the increase. The program has worked very well for GUC and only 12 employees were impacted by compression in the 5-year true-up. It is scaled so that increases for employees above their mid-point are smaller than for those below.

Council Member Glover asked for information on the percentage of white males, white females, African Americans and other people of color in GUC's upper management. General Manager/CEO Cannon stated he did not have those statistics available to him tonight, but the information is measured and reported to the Equal Employment Opportunity Commission. Council Member Glover asked for a copy of the report.

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**COMMENTS FROM THE MAYOR AND CITY COUNCIL**

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



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### CITY MANAGER'S REPORT

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City Manager Lipscomb asked that the City Council consider scheduling a City Council meeting for Tuesday, May 26, 2015 in the Council Chambers at 6:30 pm, or 15 minutes after the Joint City/Greenville Utilities Commission adjourns, whichever is later, to discuss a resolution related to the issuance of bonds and discuss the report and recommendations regarding the pay study, both of which were originally scheduled for May 11th.

Upon motion by Council Member Blackburn and second by Council Member Croskery, the City Council voted unanimously to schedule the meeting as requested by the City Manager.

City Manager Lipscomb asked Recreation and Parks Director Gary Fenton to give a brief update on summer activities for Recreation and Parks.

Director Fenton stated Recreation and Parks professionals work hard to provide recreational activities that will engage young people and keep them happy while helping them to stay fit, learn a new activity and stay out of trouble. He described a variety of programs that are planned for the summer months, many in a day camp format, and discussed activities available for adults such as volleyball, track and field, golf and foot golf, tennis and even a fencing program. They operate the community pool and Splashpoint spray ground, which is in its third year at the Dream Park. Greenville will once again be host to the 9-10 and 10-11 year old Tournament of State Champions, for which much credit goes to Greenville Little League Baseball and the fabulous stadium the Stallings family helped build at Elm Street Park. And finally, a Greenville tradition since 1973 is Sunday in the Park. This summer concert series at Town Common begins May 31<sup>st</sup> and runs through August 16<sup>th</sup>. Performances begin at 7pm on Sundays and are free to the public.

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### ADJOURNMENT

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Council Member Croskery moved to adjourn the meeting, seconded by Council Member Blackburn. There being no further discussion, the motion passed by unanimous vote and Mayor Thomas adjourned the meeting at 9:48 pm.

Respectfully submitted,

Carol L. Barwick, CMC  
City Clerk

PROPOSED MINUTES  
MEETING OF THE CITY COUNCIL  
CITY OF GREENVILLE, NORTH CAROLINA  
MONDAY, OCTOBER 5, 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 the invocation by Dr. Scott Conner, Pastor of Immanuel Baptist Church, and the Pledge of Allegiance to the flag.

Those Present:

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

Those Absent:

None

Also Present:

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

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**APPROVAL OF THE AGENDA**

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City Manager Barbara Lipscomb requested that the resolution approving the grant of temporary easements to the North Carolina Department of Transportation in connection with the Tenth Street Connector Project be continued until the Thursday, October 8, 2015 City Council meeting.

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

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**PUBLIC COMMENT PERIOD**

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Linda Mazer – 303 Bluebeech Lane

As a representative of the Community Cat Coalition (Coalition), Ms. Mazer stated that the Coalition is comprised of representatives from the Humane Society of Eastern Carolina, Pet Food Pantry of Eastern North Carolina, Saving Graces 4 Felines, and Spay Today. The Coalition is recommending that the Council Members approve the ordinance amending City Code Section 12-2-37. The members of the Coalition are pleased with the changes found in the proposed ordinance. Those changes will allow registered groups trained by the City of



Greenville Animal Protective Services to assist citizens in order to effectively and humanely reduce feral cat populations within the City.

Ms. Mazer thanked the Council Members and City staff members for meeting with and listening to the Coalition's concerns and stated that if the ordinance is adopted, the Coalition would love to work on programs such as the Imperial Street Cat project. She also thanked the citizens, who desperately need the Coalition's assistance and resources, for their patience during this process.

Dave Barham – No Address Given

Mr. Barham stated that he is trying to protect the mass of common and unenlightened citizens of Greenville from, in his opinion, at least four environmentalists on the Greenville City Council, who are concerned about smart growth, energy, and car pollution. Smart growth is like a chicken coop with a common roof that people will be pushed into like sardines in a can. There is concern about conserving energy, but how much energy will be used and interest will be paid on the \$750,000 in a City bank account for a greenway? Being able to take at least one car off the road to reduce car pollution is another concern. However, there was excitement about a successful Pitt County Commissioners' meeting a week ago bringing approximately 700-900 people from out of town into Greenville. That was approximately 200-300 additional cars in the City. Raising taxes does not mean anything to these environmentalists because it is just tax dollars.

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

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

“COPY”

I have addressed the City Council regarding a personnel issue arising in the Sheppard Memorial Library. The staff mistakenly interpreted innocent conduct on my behalf regarding the amplitude of a transistor radio I had on with muffling ear plugs. The staff imposed a negative interpretation of innocent conduct. Social scientists would label such behavior as apophenia. I would like to take a polygraph test with the staff library to try to ascertain who is mistaken in this case. Also, the computers in the libraries have exceptional rates of unchecked computer disruptions, staff and patrons engage in boisterous conversations and cameras were mispositioned to prove or disprove the staff's allegations.

“END COPY”

Byung Lee – 3604 Klarwick Court

As Chairperson of the Human Relations Council (HRC), Mr. Lee requested that HRC's Strategic Vision be placed on the agenda for the Thursday, October 8, 2015 City Council meeting. The members of HRC worked diligently and extremely hard for several months to



prepare this document and that required several meetings. City Manager Barbara Lipscomb denied their request to place this item on the agenda for October 2015.

Franchine Philpot Pena - 1406 Dickinson Avenue

As a member of the Human Relations Council (HRC), Reverend Dr. Pena requested that the presentation of HRC's Strategic Vision be placed on the agenda for the Thursday, October 8, 2015 City Council meeting. She read the following prepared comments:

"COPY"

Good evening,

Honorable Mayor and City Council Members, thank you for this opportunity. I am Rev. Dr. Franchine Philpot Peña and I stand before you on behalf of the Human Relations Council to request an **affirmative vote** for placing our Strategic Vision on your Thursday, October 8<sup>th</sup> agenda.

As a NC state retired Human Resources Director, I **know** rules, guidelines, policy, procedure, and process. As an ordained minister and chaplain, I also know **order** and **truth**. The HRC thoroughly prepared and submitted our Strategic Vision in a timely manner – two days prior to the deadline. We can certainly provide documentation which proves this fact – this **truth**.

Allow me to offer background information:

After much discussion by HRC regarding our mission, vision, and goals, Rev. Bob Hudak and I met and consulted with our Council Liaison, Mrs. Rose Glover and Member-At-Large/Mayor Pro-Tem, Calvin Mercer, on Friday, April 17<sup>th</sup>. We listened, and did our homework – which included a May 29<sup>th</sup> meeting with City Manager Barbara Lipscomb and Attorney Dave Holec. Ms. Lipscomb clearly presented **her** perspective of a human relations council; her role; and, the role we volunteers - as residents **servicing at the discretion of the City Council** – have, as it relates to the work we do.

Our staff liaison told Mr. Merrill Flood of our intention to place the Vision on the October agenda. He suggested we wait until November. At our June meeting, our staff liaison informed us of Mr. Flood's suggestion. However, the Council voted for the October placement as originally planned.

For almost four months, the HRC worked extremely hard to draft a document to present at this October 5<sup>th</sup> meeting with subcommittees meeting over the summer months. I actively participated **even** during my mother's sickness and death, as well as, via conference call while my family vacationed in Florida.

At our request, the staff liaison contacted the City Clerk's Office to learn the deadline for placing an item on your October agenda. We were told **Wednesday, September 23<sup>rd</sup>**. As a



result, the completed **Vision, document #1012335**, was submitted to Mr. Merrill Flood on Monday, September 21<sup>st</sup> – **clearly**, 2 days prior to deadline. On **Thursday, September 24<sup>th</sup>**, Mr. Flood sent HRC members an email stating the “*Strategic Vision would not be on the October agenda because he did not have time to review it*”. I **must** voice two things here:

1. In my thirteen + years on the HRC, this is the **first time** HRC work has been reviewed by Mr. Flood or any other city staff; and,
2. We are **not** city employees; rather, a volunteer board accountable to you - **the Council** – serving at **Your** discretion.

Once HRC learned the Vision was not on the October 5<sup>th</sup> agenda, we contacted Councilmember Glover and asked her to place it on the agenda. And, while she made that request, it is my understanding there was resistance by our City Manager. So, HRC members contacted Mr. Mercer who informed us the council members’ deadline to place items on the agenda was **noon, Friday, September 25<sup>th</sup>**. He also indicated staff told him on Wednesday, September 30<sup>th</sup>, there **may be** a move on tonight to add our Vision to Thursday night’s agenda and that he would consider the proposal. Incidentally, it was impossible for Mrs. Glover to place it on the agenda as it was withheld by Mr. Flood. That brings us to right now.

One of my favorite Dr. Martin Luther King, Jr.’s quotes is: “***The time is always right to do the right thing.***” Council members, we followed the rules; we met deadline; and, timely submitted our Strategic Vision. **Tonight** is the *right time*; and, **an affirmative vote** to place the Vision on Thursday night’s agenda is the ‘*right thing to do*’.

Thank you.

[I have been a member of HRC for a little over thirteen (13) years. After eight plus years, I left the Council for 1 year – as policy dictates, and I have been serving since October 14, 2010.]

“END COPY”

Bob Hudak – 115 Cardinal Drive

Mr. Hudak stated that the structure of the Human Relations Council (HRC) needs some attention, and truth is essential especially when it comes to the HRC’s vision. Mr. Hudak gave the roles of the City Manager and the Community Relations Officer in the following prepared statement:

“COPY”

CITY COUNCIL MEETING  
October 5, 2015



## BOB HUDAK, HUMAN RELATIONS COUNCIL

Like other infrastructures in our city needing to be updated, the structure of the Human Relations Council needs some serious attention – and we are here tonight to ask that you include a formal presentation of our 2016-2020 Strategic Vision on your agenda for the city council meeting on Thursday, October 8.

This is, first and foremost, an issue of HRC and City Council policy. We need to all work together in a culture of trust, with clear communication, understanding our respective roles and responsibilities in serving the good of all in our community. For instance, it is our understanding that the role of the City Manager, as well as the role of the Supervisor of the one paid HRC staff member, is to implement and support the policies **you** as City Council approve.

So why tonight? Why October? Why not wait - as one astute city staff member wisely said, “until November” - when the political dust settles after elections? Good question. Here’s the two minute version!

Our goal, to have this document presented at the October meeting of the City Council, is to open a much needed-conversation **prior** to November elections. It’s our intention to apprise all our citizens (including candidates seeking election and re-election) of the current status of our Human Relations Council in its vision, mission and programs. This is vital to our common life in order to function more effectively and proactively.

You may have read the editorial in yesterday’s *Daily Reflector* entitled: “Candidate injects issue of trust into Greenville election.” What caught my eye was the sentence: “Distrust among the people can be a healthy tool for achieving good government.” Truth be told, this has been part of the determination in HRC’s collaborative effort to work even more earnestly toward an open, transparent and accountable Strategic Vision. Why? Because we were ‘snookered’ by an interim city manager not too many years ago, one in whom we foolishly placed our trust, rather than going directly to those responsible for making policy and running city government. It has taken time for us to find our voice, to repair the breach and to build new bridges. Trust is essential, especially when it comes to the sensitive, hard work of HRC, requiring specialized performance skills.

Let me cut to the chase: In your symbol-bearing roles, Mayor Thomas and Mayor Pro-Tem Mercer, I trust you. I trust you, Allen. I trust you, Calvin. You are both giving your best to provide leadership to our city, while putting energy, as you should, into facilitating your political coalitions in the current democratic process heading toward November 3. We on HRC acknowledge, appreciate, and respect the differing political views which comprise our diverse community. All we’re asking is that you respectfully include our 2016-2020 Strategic Vision **now** in your respective platforms. We are eager to discuss our recommendation - and trust our City Council liaison, Councilwoman Glover, to assist us in this dialogue process, a process we hope will be part of the retreat agenda in January when the new City Council sets its 2016 priorities.



Thank you for listening.  
Thank you, City Council, for all you do to serve our city.

“END COPY”

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**CONSENT AGENDA**

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Motion was made by Council Member Glover and seconded by Council Member Smith to add the 2016-2020 Human Relations Council Strategic Vision as an item on the agenda for the Thursday, October 8, 2015 City Council meeting. Motion carried unanimously.

City Manager Lipscomb requested to remove two items from under the Consent Agenda for separate discussion, including the 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 and Budget Ordinance Amendment #3.

City Manager Lipscomb then introduced the remaining items on the Consent Agenda:

- Minutes from the August 10, 2015 City Council meeting
- 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
- Continued Resolution approving the grant of temporary easements to the North Carolina Department of Transportation in connection with the Tenth Street Connector Project to October 8, 2015 City Council meeting.
- Resolution to accept a grant from the Governor’s Highway Safety Program to be used for implementation of the Bike Safe NC Program – (Resolution No. 054-15)
- Acceptance of a four-year grant from the Community Oriented Policing Services (COPS) Office to hire four new police officers
- Resolution approving the execution of a municipal agreement with the North Carolina Department of Transportation for Section 5303 Planning Grant Funds – (Resolution No. 055-15)
- Renewal of Microsoft Enterprise Agreement for City-Owned Microsoft Software
- Renewal of contract with Greenville Auto Auction for sale of surplus vehicles
- Resolution declaring thirteen vehicles as surplus and authorizing disposition by public auction – (Resolution No. 056-15)



- 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) – (Ordinance No. 15-052)
- Various tax refunds greater than \$100
- Removed 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 for Separate Discussion.
- Removed 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) for Separate Discussion.

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

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**CONSENT AGENDA ITEMS FOR SEPARATE DISCUSSION**

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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 – (Ordinance No. 15-053)

City Manager Lipscomb stated that some discrepancies were found in the numbers on two ordinances today and the City Council has been provided with the necessary revisions.

Director of Financial Services Bernita Demery explained that there was an error in the original ordinance submitted for the Greenville Transportation Activity Center (GTAC) project. That incorrect amount was also used in the original 2015-2016 City of Greenville Budget Ordinance Amendment #3, which is also before the City Council this evening.

Mayor Thomas asked about the difference in the original and revised numbers.

Director of Financial Services Demery responded that the difference is \$1.8 million. The GTAC project under the Public Works Capital Projects Fund was listed as \$10,482,035 instead of \$8,796,417. Staff had inadvertently used the number from September 2015 plus an adjustment, which was incorrect.



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

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 NO. 15-054)

Council Member Smith asked if the revised Greenville Transportation Activity Center (GTAC) Project amount affects the Recreation and Parks Capital Projects Fund.

Director of Financial Services Demery responded that the revised amount does not affect the Recreation and Parks Capital Projects Fund. Trillium Health Resources made it possible for the City to receive a Play Together Construction Grant for Accessible Playgrounds in the amount of \$750,000 to develop a "state-of-the-art" accessible playground at the Town Common.

Council Member Smith asked about the \$100,000 listed under the Community Development Capital Projects Fund.

Director of Financial Services Demery responded that is an allocation for an energy improvement program. The Greenville Utilities Commission donated \$100,000 to the City for a program that will help citizens make energy improvements in their homes.

Council Member Croskery stated that, at one point, the City Council discussed having a \$10 million GTAC project and most recently, the City Council discussed having the project at \$8.2 million.

Council Member Croskery asked how the difference for the GTAC project got into the ordinance initially.

Director of Financial Services Demery responded that it was an error. In September, an ordinance was brought before the City Council for the GTAC Project originally at \$1.6 million. Then there was an amendment once the City received the federal grant and now the City is ready to start the capital project for \$8.7 million.

Assistant City Manager Michael Cowin stated that, per the last budget amendment, the budget increased from \$1,685,618 to \$8,796,417, which is the beginning point for the next budget amendment. The beginning budget of \$1,685,000 was added to the \$8,796,000 resulting in the error amount of \$10.4 million.



Council Member Smiley stated that there is no change in the account. A number was put incorrectly in the agenda and now the City Council has the correct number. The error happened last week.

Director of Financial Services Demery stated that the error is internal.

Motion was made by Council Member Glover and seconded by Council Member Blackburn to adopt 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. Motion carried unanimously.

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**NEW BUSINESS**

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PRESENTATION BY BOARDS AND COMMISSIONS

Public Transportation and Parking Commission

Chairperson Charles Moore stated that the purpose of the Public Transportation and Parking Commission (Commission) is to investigate, review, and study public transit and public parking needs throughout the City of Greenville. Chairperson Moore reported the Greenville Area Transit (GREAT) Transfer Point is presently located on Reade Street and will be replaced by the Greenville Transportation Activity Center (GTAC). The GREAT bus system offers six routes, and one of the heaviest used routes is the triple bus route to and from Pitt Community College. GREAT's service hours are Monday thru Friday, from 6:25 a.m. to 7:00 p.m. and Saturday, 9:25 a.m. to 6:00 p.m. One dollar (\$1.00) is the bus fare, transfers from route to route are free, and an unlimited pass for an entire day can be purchased for \$2.00. Citizens may use their cellphones, computers, or other mobile devices to access Nextbus, which is a service providing a report on when the next bus is due at a location. A telephone number is available along with a 5-digit number and Nextbus has been accessed about 5,500 times since January 2015.

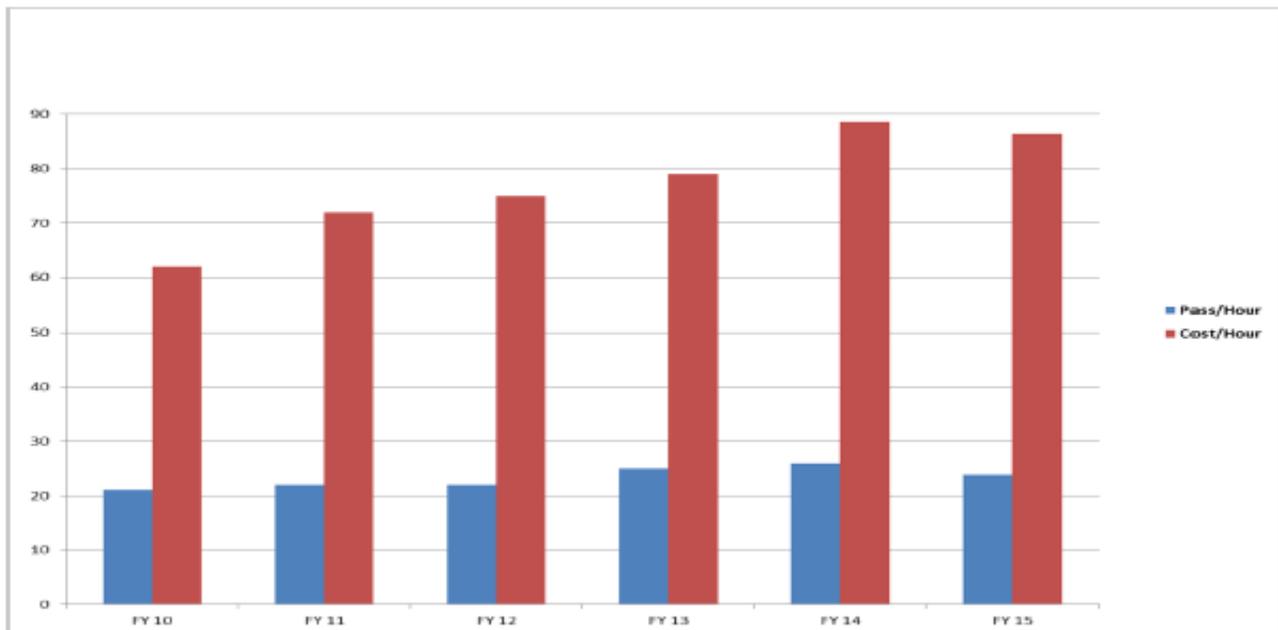
Chairperson Moore stated that there are 13 GREAT buses and two of those are hybrids. The buses are equipped with audio and video recording equipment and they have features to aid persons with disabilities (voice enunciation system, video surveillance system, auto announcement system, kneeling feature, accessible ramps, and wheelchair reserved seating).

Transit Manager Lamont Jackson stated that the kneeling feature on the public transit buses helps passengers with mobility issues. In the past, buses had three stairs and passengers were required to navigate those stairs. Presently, when a new-floor bus arrives at a bus stop, it is at curb level and if it is above curb level, bus drivers have the ability to lower that bus so the passenger can board and exit the bus without any problems.



Chairperson Moore stated that GREAT made 513,655 trips this past year. The cost per hour is the measurement of GREAT’s efficiency, which is monitored monthly by the Transit Division. Currently, the City’s public transit services continue to be provided in an efficient manner. In the past year, the transit system has been able to charge additional city expenses to the transit grants having more federal dollars going into this public transit service and less City funds. Passengers per hour is a measure of effectiveness and that is monitored monthly as well. In fiscal year 2014, GREAT averaged 23.85 passengers per hour.

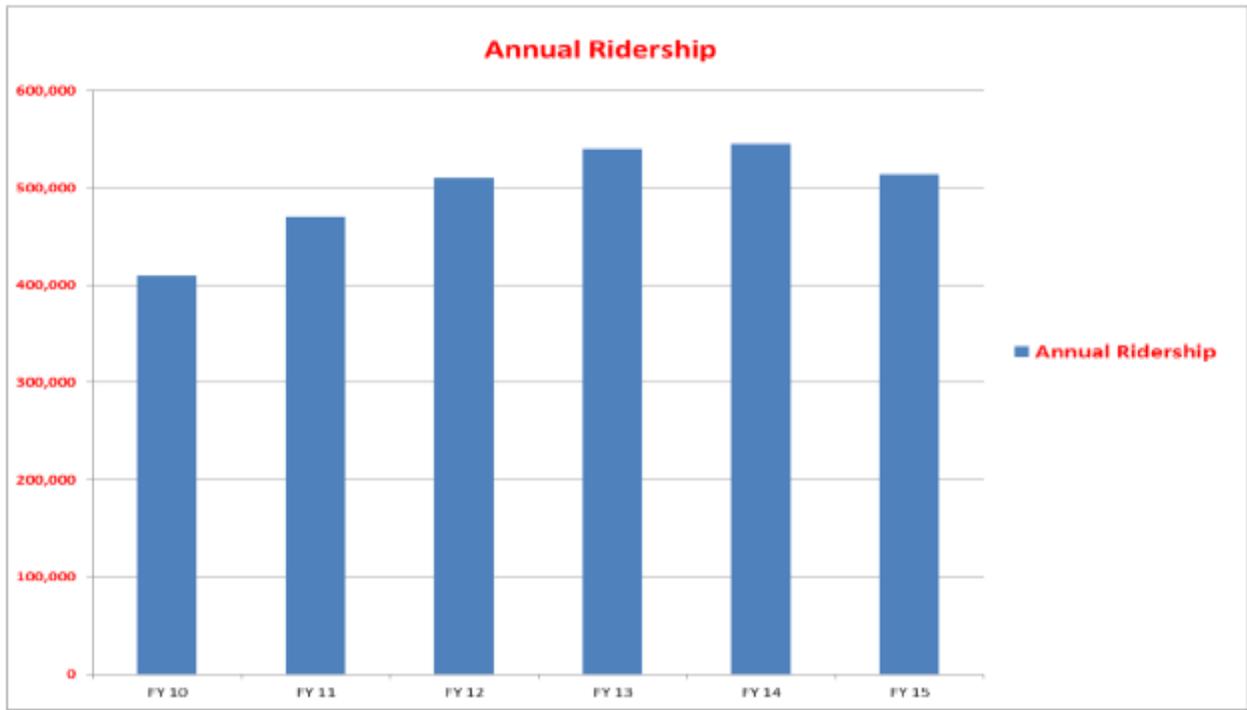
### Public Transit Greenville Area Transit (GREAT)



GREAT is experiencing a slight decline in ridership per year. Several suggestions were made due to the 2014 Short-Range Transit Plan. Those changes began September 21, 2015 and further changes are expected in January 2016. Hopefully, increased ridership will resume as the year progresses.



## Public Transit Greenville Area Transit (GREAT)



Chairperson Moore stated that the Pitt Area Transit System (PATS) uses five demand responsive vans to pick up qualified disabled persons and take them to where they need to go much like a taxicab service. This paratransit service has the same hours of service as GREAT and the same areas of services with fixed routes, and that is the requirement by law. One-way fare is set for \$2.00. GREAT buses are wheelchair accessible, but nevertheless some people are unable to use them, and that is why they use PATS. 11,999 trips were made by PATS this past year.

The City has completed its third-year partnership with the Amtrak Thruway Service. Once a day a bus departs from the City’s Transfer Point and takes passengers to the Amtrak train in Wilson and returns passengers to Greenville. The GTAC Project has occupied a lot of the Commission’s time over the past 1 ½ years. Required approvals for the GTAC have been obtained at this point and funding has been secured in two FDA grants. The design of the GTAC was approved three months ago, and the architectural firm has already been secured. The City is at the beginning stages of the property acquisition and in about two years, the GTAC should be a physical reality and citizens will be using it.

Chairperson Moore stated that the Commission continues to monitor the progress on the new uptown parking deck, and the effects of that are still in the early stages. Certainly, the members of the Commission are interested in what will happen when the new electronic parking meters are installed in the deck. Recently, the Commission has discussed other



issues including the parity between the e-tag program and the leased parking program and the Environmental Commission's no motor vehicle idling resolution.

Council Member Blackburn stated that last week, she received an email message from someone who was feeling a lot of compassion for someone who was standing in the rain and waiting at a bus stop without a shelter. Bus shelters are definitely needed and appreciated by people who use the GREAT service.

Chairperson Moore stated that in the last year, the Transit Division has designated ten locations for shelters, which cost approximately \$5,000 each. There is a process and people are encouraged to send their requests to Transit Manager Jackson.

Council Member Blackburn asked about PATS having to cover the regular routes.

Transit Manager Jackson stated that if a passenger lives within a  $\frac{1}{4}$  of an established route, the City is required to provide it with a demand response or a door to door service. A van or a service similar to PATS will arrive at that location, pick the person up and deliver them either to a doctor appointment or an entertainment trip.

Council Member Glover stated that residents of the Greenville Terrace Subdivision have asked for bus shelters for almost two years now, and their requests for two bus shelters should be on the waiting list. There is a serious transportation problem on the north side of the Tar River and the GREAT service and bus shelters are needed.

Transit Manager Jackson stated that he will make a note of the location. The ten locations for bus shelters are already established and more locations will be proposed later.

#### OFFER BY TAFT-WARD INVESTMENTS, LLC TO PURCHASE PROPERTY LOCATED ON WEST FIFTH STREET AND ALBEMARLE AVENUE

City Attorney David Holec stated that at its September 10, 2015 meeting, the City Council approved the resolution authorizing the sale of property located at West Fifth Street and Albermarle Avenue by the negotiated offer, advertisement, and upset bid method. The offer of Taft-Ward Investments, LLC is to purchase the property for the negotiated offer in the amount of \$50,000. 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. The City Council has the authority to accept or reject that offer.

The property sought to be purchased is a portion of the parcel owned by the City, which is bounded by West Fifth Street, Albermarle Avenue, Bonners Lane, and the railroad right-of-way. There is a larger area that the City owns. The City is actually retaining 40% of that total area to accommodate a roundabout, which is planned for this intersection.

City Attorney Holec explained the restrictive covenants included with the offer. Vegetation will be planted and maintained along the rights-of-way of West Fifth Street and Albermarle Avenue for beautification purposes, and vegetation will be planted and maintained along



the property railroad right-of-way for buffering purposes. The exterior appearance of any building is subject to approval by the City. The property including its buildings, grounds and other improvements will be maintained so that its appearance and condition are in a clean, attractive, and sanitary condition. Another condition is that the fraternity house will be constructed upon the property no later than December 31, 2017.

In addition to the payment of \$50,000 for the property, the offer also includes a requirement for a donation in the amount of \$100,000 to be made to the City or trust designated by the City. The use of the funds donated is to be limited to expenditures to benefit the West Greenville community. This is conditioned with community development type purposes, and the City will file the statutory language as far as what the potential use is for those funds.

City Attorney Holec stated that the offer also includes a provision which would provide additional compensation (an additional payment of \$100,000) in the event the Campus-Edge Project is not developed. The reason that this property is being sought by the offer is so that Taft-Ward Investments, LLC can accumulate some land in another area for the Campus-Edge Project. This would allow the relocation of fraternities so that Taft-Ward Investments, LLC can go forward with this project. The City is very interested in the Campus-Edge Project because of the tax benefits to the City as a result of it being developed. Also, it is a good economic development type of project.

Motion was made by Council Member Croskery and seconded by Council Member Glover to accept the offer of Taft-Ward Investments, LLC to acquire the property located on West Fifth Street and Albemarle Avenue. Motion carried unanimously.

ORDINANCE TO AMEND CITY CODE SECTION 12-2-37, ANIMAL TRAPS AVAILABLE TO PUBLIC – (Ordinance No. 15-055)

Deputy Chief of Police Ted Sauls explained the proposed changes for City Code Section 12-2-37, which governs the trapping of animals in the City of Greenville. The application process for a trap shall include acknowledgement of program guidelines, to include a copy of this section and any additional training materials as deemed necessary by the Division of Animal Control. When an animal trap is checked out by individuals, they will apply to either use the City's trap or staff will approve the individuals' traps to ensure that the confined animals are safe. Organizations or individuals wishing to engage in Trap-Neuter-Return (TNR) shall receive training provided by the Division of Animal Control to ensure that the following requirements are completed for each feral cat trapped:

- 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.



- 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.
- 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.
- The individual or organization engaging in TNR shall be responsible for all costs and expenses while engaging in these activities.

Deputy Chief Sauls stated that in the current ordinance, all traps are required to be checked every 24 hours and staff decided that should be changed to 12 hours. Some of the animals can be extremely feral and can injure themselves if they are trapped too long, and if a pet is trapped, staff would like to release the pet to the owner as quickly as possible.

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. This is more related to when a person is trapping a nuisance animal. Under the current section regarding trapping, people have to come to staff for that. That is being changed because an application is completed each time regardless if the person requested traps a week apart. This will ensure that staff has an opportunity to meet with the individuals face to face assuring that they understand how to trap and each separate incident is logged. When staff goes out to inspect their property and deliver the trap, staff will actually notify adjacent property owners about the City's personnel versus the citizen(s) setting the traps.

In the old method, the citizens did the notifying and received either a signature or a refusal to sign. If staff does not make contact with those adjacent property owners, a door hanger is being designed to be placed on door handles of their homes to make them aware that trapping is being done in their area. That will help those people who do have cats to take them inside so their pets will not be inadvertently trapped. There is no leash law. 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.

Deputy Chief Sauls stated that in essence, these revisions accomplish everything discussed during the previous presentation. Everything is in place - citizens should be able to access everything and staff should be able to educate the public easily and make the program a success. Something in a larger scale can be discussed and looked at in the future, if the level of participation increases. This is a way for these animals to receive care that they would not otherwise receive and there will not be any fiscal impact for the City.



Mayor Thomas asked who is responsible for the 12-hour checking of the traps.

Deputy Chief Sauls responded that the applicants are responsible for the 12-hour checking of the traps. These traps are not placed out often. The Animal Control Officers will check them, if time permits, and staff relies on the citizens' assistance.

Mayor Thomas stated that most of the traps are the City's property.

Deputy Chief Sauls stated that entities participating in TNR are likely to have their own traps and those traps will be inspected by the City's Animal Protective Services Unit (Unit).

Mayor Thomas asked when the City controlled traps are deployed, what is the liability to the City for this being done or not done correctly.

Deputy Chief Sauls responded that is an unknown until the Unit gets deeper into the program, but a burden of liability to the City is not expected.

City Attorney Holec responded that allowing this program in the City and the Greenville Police Department Unit making traps available do not create any liability for the City.

Council Member Blackburn stated that this is going to provide an amazing opportunity to save the City money, taxpayers' money, and to reduce the stress on the Animal Control Officers because theoretically this program will reduce the number of kittens in the City. Everybody is aware of the explosion of kittens in Greenville, particularly this spring. People feel compassion, they want to save them, and there are animal advocacy organizations present at this meeting tonight. This program will allow nonprofit organizations and their dedicated volunteers to set traps. Usually these are places where the cats may belong to someone who does not have the ability to afford the full veterinarian care or the sterilization for the cats. TNR will allow volunteers to find those cats, sterilize them, give them some veterinarian care and return them to their homes.

Council Member Blackburn stated this program is going to have an immediate effect on the numbers of kittens in the communities, especially in the Center City, near the University and maybe West Greenville. What is really groundbreaking about this is that it moves the City beyond the traditional approach, which is to capture feral or community cats and gangs of kittens and to euthanize them. Some people may say that if the City captures all of the cats and euthanizes them, there will not be a problem. In a community like Greenville, there is a steady supply of food for cats and all kinds of critters and they will find Greenville. When the City has an effective sterilization and rabies program in place, gradually the colony size and the feral and community cats will dwindle.

Council Member Blackburn asked whether there is a procedure or an approach for either a nuisance trap or another TNR trap capturing a cat with a tipped ear.



Deputy Chief Sauls responded that hopefully, by way of registering, staff will know where each group is working. If it is a tipped ear cat that is trapped by another TNR group then naturally, they have been educated that the animal has already been serviced and should be released on the location where it is trapped. If an animal is a nuisance, the care giver is given the opportunity to relocate the animal or take the best course of action to remove the animal from an area. The City wants to be respectful of the people who consider an animal a nuisance, but also be respectful of those who are working to make sure the animals are serviced.

Council Member Blackburn asked if this will allow people to feed strays without worrying about having a violation of the feeding of stray animals ordinance.

Deputy Chief Sauls responded that feeding stations were not addressed. If a colony care giver works in a registered area, staff will gladly work with a colony care giver making sure that the food is put out and picked up quickly. Anytime a person is feeding, some recourse is needed to make sure that there is not a proliferation of feeding stations. The City is not advocating feeding stations and it is still in the ordinance that people are not supposed to feed stray animals just at ad hoc.

City Manager Lipscomb stated that the intent was to change the ordinance to allow individuals and organizations to actually trap in the City because that is not allowed for any of the animals. This is a pilot program that will start at a lower level to see how it works and then look at additional features going forward.

Council Member Blackburn recommended that instead of the ordinance requiring the 4-way vaccine, the ordinance should recommend the 4-way and require the rabies certainly. She is recommending the small adjustment of allowing a veterinarian to make the decision about an animal receiving their shots rather than the City mandating all of the shots.

City Manager Lipscomb stated that the literature she read suggests giving and continuing the full level of vaccinations, if possible. That is why a lot of programs include microchipping because the last time the animals received vaccinations and other care is known. The cats are not picked up regularly by the Unit and taken to be euthanized, but when they are picked up by the Unit, cats will be given food and the vaccinations. Cats will live longer and it is a way to minimize disease in the populations.

Council Member Blackburn stated a requirement takes some of that decision-making away from the veterinarian, and that decision should be made by a veterinarian. Whether aspects are mandated versus recommended has been part of the City Council's previous conversations.

Council Member Smith asked about tipping versus microchipping animals.

Deputy Chief Sauls responded that microchipping is a small chip inserted underneath the animal's skin so that it can be scanned later. After working with various stakeholders and



looking at cost and what they are trying to accomplish and the amount of animals in the City, microchipping is out and tipping is recommended. If the City had the proliferation of 10 cats on the streets, microchipping would be pushed more. Tipping is when the tips of cats' ears are cut flat so that the animals are recognizable. By the research discussed with local veterinarians and a head veterinarian, where the City gets a lot of advice, tipping causes no adverse impact on the animals.

Council Member Smith stated that some citizens are concerned that feeding stations will draw unwanted animals into the City onto people's property. The citizens requested the City Council to discuss their concern publicly.

Deputy Chief Sauls responded that a feeding station is a set sheltered location with a couple of bowls for food and water and care givers fill them daily. In this pilot program, the City will not do anything with feeding stations, but staff will work with the care givers with the trapping. If a care giver put out food and is there for a limited amount of time as they establish a trapping pattern, staff will work with them. That was discussed with the care givers and stakeholders. As staff work in protective services of animals, sometimes the City has to be flexible and this is one time the City will be flexible, but not for feeding stations. As the City is making a transition, staff wants to propose a name change later for the Animal Control Division.

Council Member Smith asked if the TNR Program will affect the program being offered sometimes at the Little Willie Center where people can get pet food for those who cannot afford to make that purchase.

Deputy Chief Sauls responded that program will not be affected at all.

Council Member Glover asked how will this information be circulated throughout West Greenville.

Deputy Chief Sauls responded that the City will do an education campaign with Animal Protective Services. They are actually doing some GTV9 interviews. Social media will be used and information will be given at town hall meetings.

Council Member Glover asked about where communities should obtain copies of the flyers.

Deputy Chief Sauls responded that citizens can obtain the flyers from the Unit at the Municipal Building.

City Manager Lipscomb asked staff to clarify when the program will start and she asked whether the training materials are ready.

Deputy Chief Sauls responded that staff is actually ready to start the program as early as approval of the revisions to the ordinance. There are numerous videos, documentaries and



material on this topic. The City will be using a video from the Wake County TNR Program to help the care givers understand the expectations.

City Manager Lipscomb stated that one of the concerns is that the organizations are actually doing the program, and not as it was thought that the City's staff would be doing the program. When looking further, staff found that not many cities are doing programs and are authorizing other agencies to them.

Motion was made by Council Member Smiley and seconded by Council Member Croskery to approve the ordinance as written. Motion carried unanimously.

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**REVIEW OF OCTOBER 8, 2015 CITY COUNCIL AGENDA**

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The Mayor and City Council reviewed the agenda for the October 8, 2015 City Council meeting.

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**COMMENTS BY MAYOR AND CITY COUNCIL**

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

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**CITY MANAGER'S REPORT**

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Monthly Update on Performance Management System

Human Resources Director Leah Futrell reported that last month she provided an overview of the implementation plan for the Performance Management System. Since that time, some supervisory training has been conducted. The final piece is the development of the pay matrix and the City Council's insight is required so that the City can essentially fund the pay for performance system. Some dates to meet with the City Council are needed.

Mayor Thomas asked staff to contact the City Clerk's Office to coordinate the meeting dates.

City Manager Lipscomb commended the Street Maintenance Division for their excellent work with storm preparation. The eight inches of rain was expected on Friday and Saturday and the City was blessed with not having the excessive flooding. The crews were able to keep the ditches opened and the water flowing so the City did not have a lot of street closures.



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**ADJOURNMENT**

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Motion was made by Council Member Blackburn and seconded by Council Member Glover to adjourn the meeting. Motion carried unanimously. Mayor Thomas declared the meeting adjourned at 7:43 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: 11/9/2015  
Time: 6:00 PM

**Title of Item:** Ordinance amending the City Code to change the name of the Animal Control Unit to the Animal Protective Services Unit and resolution amending the Pay Plan to reflect the updated position titles associated with this name change

**Explanation:** **Abstract:** During a Police Department strategic planning session in 2014, a request was made and approved by then-Chief of Police Hassan Aden to change the name of the Animal Control Unit to the Animal Protective Services Unit. An ordinance to amend the City Code and a resolution to amend the associated position titles in the Pay Plan are attached to formalize the name change.

**Explanation:** The employees assigned to the Animal Control Unit take great pride in the job they do for the citizens of Greenville. They take equal pride in the services they provide to the animals that they encounter. The members of the current unit participated in a strategic planning session in 2014 designed to create a mission statement, determine future direction, and gain buy-in from all of those assigned to the unit. The final component of that planning session was to change the name of the unit from "Animal Control" Unit to "Animal Protective Services." This change necessitates updating the City Code as well as amending the pay plan for "Animal Control Officers" and the "Animal Control Supervisor" to reflect these changes.

In the ordinance amending the City Code, the only changes are some minor grammatical changes as well as changing "Animal Control Division" to "Animal Protective Services Division" and "Animal Control Officer" to "Animal Protective Services Officer" throughout. In the resolution amending the Pay Plan, the only changes are changing "Animal Control Officer" to "Animal Protective Services Officer" and "Animal Control Supervisor" to "Animal Protective Services Supervisor".

**Fiscal Note:** No fiscal impact.

**Recommendation:** Staff recommends approval of the ordinance to amend the unit title and the resolution to amend the related position titles.

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 [APS\\_\\_Little\\_s\\_edits\\_1014811](#)

 [Resolution\\_to\\_Change\\_Animal\\_Control\\_to\\_Animal\\_Protective\\_Services\\_1015007](#)

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ORDINANCE NO. 15-

AN ORDINANCE AMENDING CHAPTER 2 OF TITLE 12 OF THE GREENVILLE CITY CODE  
SAID CHAPTER BEING ENTITLED ANIMALS

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

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

**SEC. 12-2-1 DEFINITIONS.**

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or  
requires a different meaning.

*Aggressive animal.*

- (1) An animal, when not on the owner's or keeper's real property, that attacks or attempts to attack a  
person without provocation and which attack does not result in severe injuries; or
- (2) An animal that, on more than one occasion, and when not on the owner's or keeper's real  
property, attacks livestock or other domesticated animals causing minor injury of that livestock or  
other domesticated animals.

*Animal.* Any living, vertebrate creature, domestic or wild.

*Attack by an animal.* Any assault or battery by an animal upon a person or domestic animal, to include  
biting, felling or toppling, tearing of clothing, provoking flight to escape attack or any other act which could  
reasonably cause any injury to the person or domesticated animal.

*Bite of an animal.* Any seizing, gripping or grasping, no matter how slight or momentary, by an animal  
between its jaws the body parts of a person or domestic animal, so as to cause physical injury to the person  
or domestic animal. This does not include the playful behavior by an animal that is welcomed and not  
likely to cause any injury, fear or harm to the person or animal.

*Dangerous animal or vicious animal.*

- (1) An animal, whether or not on the owner's or keeper's real property and without provocation, that  
kills or inflicts severe injuries to a person;
- (2) An animal that is owned or harbored primarily or in part for the purpose of fighting, or an animal  
trained for fighting;
- (3) An animal that leaves the owner's or keeper's real property and approaches a person in a vicious  
or terrorizing manner and in an apparent attitude of attack, that causes the person to be killed or  
sustain severe injuries; or

- (4) An animal that has been ruled “potentially dangerous” and subsequently attacks again, causing injury.

*Division.* The Division of Animal Protective Services, unless otherwise specifically designated.

*Domesticated.* Any animal kept, cared for, sheltered, fed or harbored for use as a pet, work or as a source of food, including but not limited to cats, cows, dogs, fowl, horses, sheep and domesticated wild animals.

*Impounded.* Having been received into the custody of the Animal Protective Services Division or any authorized representative thereof.

*Inoculation or inoculation against rabies.* The vaccination or inoculation of a dog or cat with an antirabic vaccine approved by the United States Bureau of Animal Industry, the State Department of Agriculture and the State Board of Health at such time or times as shall be required by the General Statutes, State Board of Health and/or the Local Health Director, as defined in G.S. 130A-185.

*Livestock.* Any and all animals domesticated or non-domesticated commonly found on a farm, to include but not be limited to cattle (of any type), horses, goats and any sheep but not including any such animal otherwise regulated in this chapter.

*Owner.* Any person, group of persons or any entity possessing, keeping, having charge of, sheltering, feeding, harboring or taking care of any animal covered by this chapter.

*Owner’s or keeper’s real property.* Any real property owned or leased by the owner or keeper of the animal, not including any public right-of-way or a common area of a condominium, apartment complex or town house development.

*Pet.* A domesticated animal kept for pleasure rather than utility. Pets include but are not limited to birds, cats, dogs, fish, hamsters and mice.

*Potentially dangerous animal.*

- (1) An animal, whether or not on the owner’s or keeper’s real property, and without provocation, that inflicts a bite on a person and causes severe injuries to the person;
- (2) An animal that killed or severely injured the domesticated animals of another when not on the owner’s or keeper’s real property and without provocation; or
- (3) An animal, when not on the owner’s or keeper’s real property and without provocation, that in a vicious or terrorizing manner approaches another person in an apparent attitude of attack.

*Running at large or stray.* Any animal which does not wear a tag or other emblem, or which has not been vaccinated as required by this chapter or applicable state law or which is not cared for or harbored or maintained according to the provisions of this chapter or other applicable state law.

*Severe injury.* Any physical injury that results in broken bones or disfiguring lacerations or requires cosmetic surgery or hospitalization.

*Wild animal.* Any animal occurring or growing in a natural state, not domesticated, cultivated or tamed; having an uncivilized, barbarous or savage mannerism.

**SEC. 12-2-2 DIVISION OF ANIMAL PROTECTIVE SERVICES; CREATION; PURPOSE; COMPOSITION.**

(A) The presence of any stray animal, as herein defined, within the corporate limits of the city is hereby declared to be a public nuisance. Such animals are a threat to the health of the community and to the safety of persons and property alike.

(B) In order to abate this problem, there is hereby created the Division of Animal Protective Services of the city, which shall be composed of an Animal Protective Services Officer appointed by the City Manager to serve as head of the Division and such other employees as the City Council shall deem necessary.

**SEC. 12-2-3 SAME; DUTIES AND LIABILITIES.**

(A) The Division of Animal Protective Services shall be charged with the responsibility of:

- (1) Seeing that all dogs in the city are duly licensed and adequately inoculated against rabies;
- (2) Cooperating with the Health Director and county health officers and assisting in the enforcement of the laws of the state with regard to the control of animals and especially with regard to the vaccination of dogs against rabies and the confinement or leashing of vicious dogs (without limiting the foregoing, reference is particularly made to the state laws as set out and contained in G.S. 67-1 through 67-29 and 106-304 through 106-405);
- (3) Investigating all complaints with regard to animals covered by this chapter;
- (4) Making such canvasses of the city, including the homes in the city, as it deems necessary for the purpose of ascertaining that all dogs are properly licensed and that all dogs are vaccinated against rabies;
- (5) Enforcing within the city all of the state laws and ordinances enacted by the city for the care, control and custody of animals covered by this chapter;
- (6) Supervising and being in charge of the city's animal shelter; and
- (7) Receiving applications for and issuing license for all dogs.

(B) Except as may otherwise be provided by statute or local law or ordinance, no officer, agent or employee of the city charged with the duty of enforcing the provisions of this chapter or other applicable law shall be personally liable for any damage that may accrue to persons or property as a result of any act required or permitted in the discharge of these duties, unless he or she acted with actual malice.

**SEC. 12-2-4 POLICE POWERS OF ANIMAL PROTECTIVE SERVICES OFFICERS; BADGES; STORAGE AND USE OF FIREARMS.**

(A) In the performance of their duties, the Animal Protective Services Officer and employees of his or her division shall have the power, authority and immunity as referred to in G.S. 15A-404 in regard to enforcing the provisions of this Code and the general statutes of which relate to the care, treatment and impounding of animals and detaining persons for violations of such provisions.

(B) Each such person while performing his or her respective duties shall wear a metallic badge of a size and design to be determined by the City Manager.

(C) The Animal Protective Services Officer and his or her authorized representatives shall be authorized to store at the animal shelter or carry in Division vehicles firearms approved for use by the City Manager and use such firearms when necessary to enforce sections of this chapter or other applicable law for the control of wild, vicious or diseased animals.

#### **SEC. 12-2-5 RIGHT OF ANIMAL PROTECTIVE SERVICES OFFICER TO ENTER FOR INSPECTION AND THE LIKE.**

(A) Whenever it is necessary to make an inspection to enforce any of the provisions of or perform any duty imposed by this chapter or other applicable law, or whenever the Animal Protective Services Officer or his or her authorized representative has reasonable cause to believe that there exists in any building or upon any premises any violation of the provisions of this chapter or other applicable law, the Animal Protective Services Officer or his or her authorized representative is hereby empowered to enter the property at any reasonable time to inspect the same and perform any duty imposed upon the Animal Protective Services Officer or his or her representative by this chapter or other applicable law, but only if the consent of the occupant or owner or the property is freely given or a search or inspection warrant is obtained as hereafter provided:

- (1) If the property be occupied, he or she shall first present proper credentials to the occupant and request entry, explaining his or her reason therefor;
- (2) If the property be unoccupied, he or she shall first make reasonable effort to locate the owner or other person having charge or control of the property, present proper credentials and request entry, explaining his or her reasons therefor; and
- (3) If the entry is refused or cannot be obtained because the owner or other person having charge or control of the property cannot be found after due diligence, the Animal Protective Services Officer or his or her authorized representative shall obtain a warrant to conduct a search or inspection of the property.

(B) Notwithstanding any other provision of this chapter, the Animal Protective Services Officer or his or her authorized representative shall have the authority to enter upon any property to enforce the provisions of this chapter or other applicable state law if a violation of the law is being committed in the presence of such officers of the Division. ACommitted in the presence of such officers of the Division@ shall not be construed to refer to any alleged violation of this chapter or other applicable law which is committed within any building or other enclosed structure unless the officer is also lawfully within the building or enclosed structure.

#### **SEC. 12-2-6 DUTY OF ANIMAL PROTECTIVE SERVICES OFFICERS, PARK RANGERS AND POLICE TO TAKE UP AND IMPOUND CERTAIN ANIMALS.**

(A) It shall be the duty of the Animal Protective Services Officer or his or her authorized representatives to take up and impound in the animal shelter, and it shall be the duty of members of the Police Department on duty during the hours when the animal shelter is open to take up and immediately deliver to the Division or to notify the Division of the presence of those animals which are authorized and directed to be taken and impounded by this chapter or which are found or kept contrary to the provisions of this chapter. Such officers are authorized to go upon unenclosed lots or lands when necessary to enforce the provisions of this chapter.

(B) Park rangers employed by the Recreation and Parks Department are authorized to enforce the provisions of this chapter and shall have all the powers of a member of the Animal Protective Services Division for that purpose.

**SEC. 12-2-7 DUTY OF ANIMAL PROTECTIVE SERVICES OFFICER TO TAKE NEGLECTED OR ABANDONED ANIMALS; OWNERS OF PET SHOPS TO POST ADDRESS AND TELEPHONE NUMBER.**

(A) Whenever any animal is kept within any building or on any premises without food, water or proper care and attention, it shall be the duty of the Animal Protective Services Officer to enter the building or premises to take possession of and remove the animal so abandoned or neglected. Such entry shall be effected in accordance with section 12-2-5.

(B) Every person maintaining a pet shop shall post a notice clearly visible from the ground level adjacent to the store, containing the names, addresses and telephone numbers of persons to be notified during any hour of the day or night by an Animal Protective Services Officer acting under the authority of section 12-2-5.

**SEC. 12-2-8 IMPOUNDMENT AND DISPOSITION OF UNCARED-FOR ANIMALS.**

Whenever the Animal Protective Services Division finds that any animal is or will be without proper care because of injury, illness, incarceration or other involuntary absence of the person responsible for the care of the animal, the Division may impound the animal until it is reclaimed by its owner. The owner must pay the applicable fees in the same manner as any other owner would redeem an impounded animal prior to the release of the animal by the Division. Any animal which has been impounded and not reclaimed for ten days after the circumstances causing the impounding have ceased to exist may be disposed of by the Division pursuant to section 12-2-11; except that the animal may be adopted immediately after the expiration of ten days from the time of impounding without the posting of any notice whatsoever.

**SEC. 12-2-9 RECORDS OF IMPOUNDED ANIMALS.**

The Animal Protective Services Division shall keep a record of each animal impounded by it, including the date of receipt of the animal, the date and manner of its disposition, and if redeemed, reclaimed or adopted, the name of the person by whom redeemed, reclaimed or adopted, the address of the person and the amounts of all fees received or collected for or because of the impounding, reclaiming or adopting thereof, together with the number of any tag and the date of any license exhibited or issued upon the redemption or sale of any such animal.

**SEC. 12-2-10 KEEPING STRAY ANIMALS.**

(A) It shall be unlawful for any person in the city knowingly and intentionally to harbor, feed or keep in possession by confinement or otherwise, without the owner's permission, any animal which does not belong to him or her unless he or she has, within 24 hours from the time the animal came into his or her possession, notified the Animal Protective Services Division. Upon receiving such notice, the Division shall take the animal and place it in the animal shelter and shall deal with it as provided in section 12-2-11.

(B) It shall be unlawful for any person to refuse to surrender any such stray animal to an authorized representative of the Division upon demand of the representative.

**SEC. 12-2-11 IMPOUNDMENT, REDEMPTION AND DISPOSITION OF ANIMALS; GENERALLY.**

(A) The Animal Protective Services Division shall hold any stray animal, including any horse, mule, burro, cattle, goat, sheep and other livestock, except dogs, cats, rabbits, birds, poultry or any other miscellaneous stray animal impounded under the provisions of this chapter, for a period of eight days; during which time the owner of the animal, if known, shall be notified and allowed to redeem the animal upon the payment of any applicable fees.

(B) (1) In the case of dogs, cats, rabbits, birds and poultry, the Division shall hold such animals for a period of three days; during this time the owner of the animal, if known, shall be notified and allowed to redeem the animal upon the payment of any applicable fees.

(2) Exception: Any wild animal (as defined in this chapter) that has been trapped by the Division of Animal Protective Services may be destroyed immediately by an Animal Protective Services Officer in a humane manner.

(C) Rabbits, birds, poultry and other animals not hereinbefore specifically mentioned shall be disposed of as in the case of dogs and cats, except that no license fee will be charged.

(D) If a stray animal is not redeemed by the owner during the applicable period of redemption, the animal shall be disposed of according to the following provisions:

(1) In the case of animals described in subsections (B) and (C) of this section, the animal shall be offered for adoption immediately after the expiration of the period of redemption to any member of the public and adopted to the member of the public first paying.

(2) The Animal Protective Services Officer or other authorized representatives of the Division shall execute an adoption agreement to the person adopting any animal, and thereupon the title to the animal shall be vested in the person adopting the animal.

(3) If any animal is not redeemed or adopted, the Animal Protective Services Officer may continue to hold that animal for subsequent adoption or order the destruction of the animal in a humane manner.

(4) No member of the Division shall, directly or indirectly, adopt any animal impounded by the Division and offered for sale under the provisions of this section.

(E) All proceeds thus derived by the Animal Protective Services Division shall be turned over to the Finance Department.

(F) Any dog impounded which appears to be suffering from rabies, or affected from rabies, or affected with hydrophobia shall not be redeemed or adopted but shall be kept for ten days under observation; and thereafter if the Animal Protective Services Officer determines that the dog is affected with the disease, the dog shall be destroyed by the Division in a humane manner. Otherwise it shall be subject to redemption or adoption as hereinabove provided. Any dog suffering from any infection, contagious or dangerous disease shall not be sold but may be redeemed by the owner to provide proper treatment for the dog.

**SEC. 12-2-12 SAME; REDEMPTION FEES.**

(A) The Animal Protective Services Division shall charge and collect such redemption fees as fixed, from time to time, by the Council from owners who redeem their animals.

(B) Redemption fees shall be in addition to applicable charges for any license or inoculation that may be required by this chapter or other applicable law.

(C) No fees whatsoever shall be charged or collected for or on account of any animal which has been unlawfully taken up or impounded, and any such animal shall be immediately delivered upon demand therefor to the owner or person entitled to the custody thereof.

#### **SEC. 12-2-13 DESTRUCTION OF DISEASED AND CRIPPLED ANIMALS.**

(A) It shall be the duty of the Animal Protective Services Officer to order the humane destruction, by any employee of the Division, of any animal lawfully taken into custody of the Division which, in the opinion of the Animal Protective Services Officer, is, by reason of old age, unfit for further use; which is affected with any dangerous or communicable disease; which is in an incurably crippled condition; or which is adjudged by a written report of a licensed veterinarian to be afflicted with any painful or incurable disease.

(B) The Animal Protective Services Officer shall issue and sign an authorization for the destruction by a police or Animal Protective Services Officer of any animal afflicted with any dangerous or communicable disease or which is found to be dangerous to the safety of the community.

#### **SEC. 12-2-14 VICIOUS/DANGEROUS ANIMALS.**

(A) It shall be unlawful for any person(s) to own, keep, have charge of, shelter, feed or harbor any vicious or dangerous animal within the city limits.

(B) (1) The Animal Protective Services Division of the Greenville Police Department shall enforce this section, and it shall be the duty of the Animal Protective Services Division Supervisor to initially determine if an animal is vicious or potentially dangerous in accordance with this section.

(2) If an animal that has been declared "vicious", or if an animal has been declared "potentially dangerous" under this section, attacks or bites a person or domesticated animal without provocation, the Animal Protective Services Supervisor will direct the animal be confiscated, and the animal will be deemed "vicious" and will be confiscated by the Animal Protective Services Division. The animal will then be placed in quarantine, if necessary, for the proper length of time, or impounded and held for ten business days after the owner is given written notification. If no action is taken by the owner of the animal within the time prescribed, then the animal will be humanely destroyed in a manner prescribed by law.

(C) (1) When an animal is initially determined to be vicious or potentially dangerous, the Animal Protective Services Division is authorized and directed to seize the animal and confine it in a place determined by the Animal Protective Services Division Supervisor. The owner of the animal, if known, shall be notified in writing that the Animal Protective Services Division seized the animal, and where the animal will be held pending the outcome of the hearing. The written notification shall state the facts that lead the Animal Protective Services Division Supervisor to determine the animal vicious or potentially dangerous. A hearing will be set with the Animal Protective Services Division Supervisor within seven days. The written notification will state the time, date and purpose of the hearing.

- (2) If the owner of the animal elects to appeal the Animal Protective Services Division Supervisor's initial determination, the owner shall file a notice of appeal in writing to the Chief of Police through the Animal Protective Services Division Supervisor within 72 hours of the initial hearing.
- (3) If the owner of the vicious or potentially dangerous animal does not appear for the hearing, it shall be the duty of the Animal Protective Services Division Supervisor to order the humane destruction of the vicious or potentially dangerous animal.

(D) The penalty for violation of this section shall be considered a civil penalty. If the owner refuses to comply with the surrender order of the Animal Protective Services Division within 24 hours of the surrender order, the amount of the civil penalty shall be \$250. If the owner fails to surrender the animal after the initial 24-hour period, the owner is subject to an additional civil penalty in the amount of \$250 for each 24-hour period that the owner refuses to surrender the animal in addition to any criminal penalties that may be imposed, including arrest.

(E) An animal impounded under this section shall be at the expense of the owner, keeper or harbinger of the animal. Cost would include impoundment at the local animal shelter, veterinary center or kennel. In no event shall the city be liable for or pay for impoundment at a private or public facility.

- (F) (1) If the owner of the animal appeals the Animal Protective Services Division Supervisor's initial decision, the Chief of Police shall conduct a hearing and make a ruling based on the guidelines set forth in this section.
- (2) Should the Chief of Police sustain the ruling by the Animal Protective Services Division Supervisor and determine the animal to be vicious or potentially dangerous, the Animal Protective Services Division shall take the appropriate enforcement action as set forth in this section. Should the Chief of Police overrule the decision of the Animal Protective Services Division Supervisor and determine the animal not to be vicious or potentially dangerous, the animal will be returned to its rightful owner. The Chief of Police shall have the final decision in the appeals process.

(G) The Animal Protective Services Division, with the approval of the Chief of Police, may establish procedures and regulations implementing this section to provide for public safety and protection. Failure of owners and keepers to comply with the regulations shall subject the owner and keeper to a civil penalty for a first finding of noncompliance in the amount of \$50. For second and subsequent violations of the regulations, the owner and keeper may be subject to an additional civil penalty in the amount of \$50 per day that the owner and keeper fail to comply. Owners and keepers will be provided a copy of the implementing regulations. Penalties assessed for violations of this section shall be in addition to the civil penalties assessed for violations of the surrender order for a dangerous or vicious animal.

(H) Failure to pay any civil penalty assessed under this section will subject the owner and keeper to additional penalties and interest as provided in the *Manual for Fees* of the city and attorney's fees and costs if a civil action is filed to enforce this section or collect any civil penalty.

(I) Exceptions.

- (1) A law enforcement animal or guard dog used by a law enforcement officer or bona fide professional security guard to carry out law enforcement officer's or security guard's official duties or professional responsibilities.
- (2) An animal that causes injury to a person who, at the time of the injury, was tormenting, abusing or assaulting the animal or was committing or attempting to commit a crime.

(J) Nothing in this section shall be construed to prevent an Animal Protective Services Officer or any other person from pursuing remedies under G.S. Chapter 67, Article 1A.

**SEC. 12-2-15 WILD ANIMALS; PERMIT REQUIRED.**

No person, business or event (i.e., circus, exhibition, show and the like) shall have or maintain any wild, exotic, dangerous or nondomestic animal or reptile without first applying to and receiving from the Animal Protective Services Division a permit to do so; provided that the keeping or maintenance of such animals shall conform to any applicable zoning regulation. Any person, business or event planning to have or maintain any of the types of animals stated above shall pay a fee for each permit obtained. The amount of these fees shall be set out in the *Manual of Fees* for the city.

**SEC. 12-2-16 SAME; AUTHORITY OF DIVISION.**

The Division is hereby vested with the authority to issue permits to any person for the keeping or maintaining of any wild, exotic, dangerous or nondomestic animal or reptile when, in the opinion of the Animal Protective Services Officer, the animal or reptile may be kept or maintained without menacing the safety of any person or property; provided that the Division may require the animal or reptile to be properly caged or secured or may make additional rules or regulations regulating the keeping or maintaining of any such animal or reptile, and may revoke any such permit for any violation of any of the provisions of this chapter or of any of the rules and regulations of the Division, or when, in the opinion of the Animal Protective Services Officer, the safety of any person or property is menaced by the keeping of any such animal or reptile; and provided, that the Division shall also have authority to issue permits for the keeping or maintaining on a temporary basis of all types of wild animals or reptiles in connection with a circus, amusement enterprise or animal exhibition when located in a land use where such uses are permitted.

**SEC. 12-2-17 CRUELTY TO ANIMALS.**

(A) It shall be unlawful for any person to mistreat, drive or work or allow to be worked any beast of burden that is physically disabled for labor or work, pursuant to G.S. 14-360.

(B) It shall also be unlawful for any person to work or allow to be worked any beast of burden, or to compel the animal to work, after having been notified by the Animal Protective Services Officer or his or her authorized representative to discontinue or stop the working of the animal, or after any animal has been condemned.

**SEC. 12-2-18 TEASING OR MOLESTING ANIMALS.**

It shall be unlawful for any person to tease, molest, bait or in any way bother any animal not belonging to him or her or legally under his or her control.

**SEC. 12-2-19 DUTY OF DRIVERS TO GIVE NOTICE OF INJURY TO ANIMAL.**

It shall be unlawful for any person injuring an animal by running over or into the animal or coming into contact with the animal with an automobile, bicycle or other vehicle to fail to notify immediately the owner of the animal, the Division of Animal Protective Services or the Police Department of the city.

**SEC. 12-2-20 STAKING OUT, HERDING OR GRAZING ANIMALS ON UNENCLOSED PREMISES.**

No person shall stake out, herd or graze any animal, except licensed dogs, upon an unenclosed lot or land in any manner so that the animal may go beyond the boundary of the lot or land.

**SEC. 12-2-21 SETTING ANIMALS FREE FOR CHASE.**

It shall be unlawful for any person to set free any rabbit, hare or other animals in the streets of the city for the purpose of chasing, hunting or having a race thereafter.

**SEC. 12-2-22 KEEPING OR DISPLAYING ANIMALS GENERALLY; CONDUCT OF WHOLESALE POULTRY YARDS.**

(A) It shall be unlawful for any person in the city to exhibit, keep or display pets, animals, birds or fowl of any kind unattended in glass show windows for a period longer than six hours per day.

(B) It shall be unlawful for any person in the city to exhibit, keep or display pets, animals, birds or fowl of any kind in a manner without shading the animals from the sun, and providing adequate food, water and ventilation for their use.

(C) It shall be unlawful for any person in the city to exhibit, keep or display pets, animals, birds or fowl of any kind in glass show windows on Sundays and holidays.

(D) It shall be unlawful for any person to conduct a wholesale poultry yard wherein quantities of fowl of any and all descriptions are gathered and kept for call or shipment within any residential district of the city or within 80 feet of any place of human abode within the corporate limits.

**SEC. 12-2-23 SALE OF FOWL OR RABBITS UNDER CERTAIN CONDITIONS; COLORING FOWL OR RABBITS.**

(A) It shall be unlawful for any person to sell, offer for sale, barter or give away baby chickens, ducklings or other fowl, under three weeks of age as pets, toys, premiums or novelties; provided that this section shall not be construed to prohibit the sale or display of the baby chickens, ducklings, other fowl or rabbits in proper facilities by breeders or stores engaged in the business of selling for purposes of commercial breeding and raising.

(B) It shall be unlawful to color, dye, stain or otherwise change the natural color of baby chickens, other fowl or rabbits.

**SEC. 12-2-24 KEEPING SWINE AND FOWL.**

(A) It shall be unlawful for any person to keep any hogs or pigs within the city limits.

(B) Up to four chickens, ducks, pigeons, doves or other fowl may be kept on a single lot or tract within the city so long as the fowl do not, by reason of noise, odor or attraction of flies, become a nuisance or health hazard.

(C) Between five and 15 chickens, ducks, pigeons, doves or other fowl may be kept on any single lot or tract in the city upon the following conditions.

- (1) The fowl will not be permitted to run at large, and must be maintained in a chicken house or coop of suitable construction and size for the number of fowl maintained in it.
- (2) The owner or occupant of any premises where such houses or coops are maintained shall thoroughly clean the same of all manure and other wastes at least twice each week. All waste material removed from houses or coops shall be hauled off of the site or disposed of on-site in such a way that it does not cause odor or attract flies.
- (3) No chicken house or coop may be located any nearer than 175 feet from any dwelling, hospital, eating establishment or school.

#### **SEC. 12-2-25 MAINTENANCE OF STABLES AND PENS.**

All owners and persons in possession or control of stables, corrals, pens, coops, warrens and other places where animals or fowl are kept shall maintain such places in a clean, sanitary and unoffensive condition at all times, and in such a manner as meets with the approval of the County Health Department; and shall remove all manure therefrom and spray such places with suitable disinfectant at least once each week.

#### **SEC. 12-2-26 KILLING SQUIRRELS OR SONG BIRDS; ROBBING NESTS.**

It shall be unlawful for any person to willfully or wantonly kill or maim any squirrel or song birds, or rob the nest of either; provided, that with the approval of the Animal Protective Services Officer or his or her authorized representative, any person shall be allowed to kill any squirrel which has become a nuisance upon the person's premises, except during any time or season the killing may be prohibited by state law.

#### **SEC. 12-2-27 KEEPING BEES.**

It shall be unlawful for any person to maintain beehives within the city limits unless the following provisions are adhered to: Each beehive must have an adequate water supply and proper care.

#### **SEC. 12-2-28 DEAD ANIMALS.**

(A) *Placing and the like on streets, alleys or lots.* No person shall place or leave the carcass of any dead animal or fowl on any street, alley or lot or allow the same to remain on his or her lot.

(B) *Removal and disposal.* The Supervisor of the Animal Protective Services Division is designated as the person whose duty it shall be to provide for the removal and disposal, according to the provisions of G.S. 106-403, of any dead domesticated animals located within the limits of the city where the owner or owners of the animals cannot be determined. In carrying out these responsibilities, the Supervisor of the Animal Protective Services Division may utilize the services of other employees of the city or may contract with a farmer, veterinarian or any other person capable of accomplishing the task, to remove and dispose of dead domesticated animals. When contracted services are utilized to remove and dispose of dead domesticated animals pursuant to this section and G.S. 106-403, the costs incurred by the city shall be recovered from the owner of the animal or animals. When city forces are used to remove and dispose of the dead domesticated animals, the costs of labor, equipment rental and materials shall be recovered from the owner of the animal or animals.

**SEC. 12-2-29 LICENSING AND INOCULATION OF DOGS GENERALLY.**

All dogs in the city shall be inoculated against rabies by a veterinarian licensed by the state. No veterinarian shall inoculate a dog belonging to a resident of the city which dog is regularly housed in the city unless the owner shows proof of payment of the license tax imposed by section 12-2-32.

**SEC. 12-2-30 LIVESTOCK PERMIT.**

(A) No person shall keep or maintain livestock within the corporate limits of the city without first applying for and receiving a permit from the Chief of Police. In no case shall any person receive a permit to keep or maintain more than one class of animal classified as livestock. No permit shall be granted for the keeping or maintaining of livestock in a multi-family dwelling.

(B) Factors to be considered by the Chief of Police in granting a permit pursuant to this section shall include but not be limited to the size of the animal, the housing to be provided for the animal, the proximity of the animal's housing to the surrounding landowners or tenants, and other sanitary conditions of the breed that can affect the public health, safety and welfare.

**SEC. 12-2-31 KEEPING OF DOGS; APPLICATION FOR DOG LICENSE.**

(A) Every owner of any dog or the person keeping any dog shall apply to the city for a license for the privilege of keeping a dog within the city during the month of January of each year, or within 30 days after the dog is first kept within the city, in the case of a dog entering after the month of January; and the city may require an applicant to give the name and address of the owner of the person keeping such dog and the name, breed, color, age and sex of the dog.

(B) The application for the license shall be made in writing, by one of the following methods:

- (1) To the County Tax Supervisor at the time the owner or keeper of the dog shall list ad valorem taxes for the current year, and the County Tax Supervisor, by agreement with the city, will transmit such application to the city; or
- (2) In the event the person owning or keeping the dog does not list property taxes, application for the license shall be made directly to the City Collector of Revenue.

**SEC. 12-2-32 LICENSE TAX FOR DOGS; LICENSE TAX DUE DATE; PENALTIES; RECEIPT TO CONSTITUTE LICENSE.**

The license tax shall be paid at the same time as the annual property tax with the same penalties for late payment, and the property tax receipt shall constitute the license; provided that, should any person not list property taxes, a special receipt shall be given which shall constitute the license.

**SEC. 12-2-33 SAME; DISPLAY, RENEWAL AND REPLACEMENT OF LICENSE TAG.**

All dogs kept within the city and on which a license tax is due shall display a permanent license tag on the dog. The license tag shall be picked up from the Collector of Revenue, and the license tag shall continue to be used from year to year, payment of each subsequent year's license tax constituting a renewal of the license tag.

**SEC. 12-2-34 SAME; LICENSE TAX DEEMED DEBT TO CITY; RIGHT OF CITY TO SUE FOR RECOVERY OF TAX.**

The amount of any license tax imposed by this chapter shall be deemed a debt to the city. Any person owning, having or keeping any animal in the city without having obtained a license so to do shall be liable to an action in the name of the city in any court of competent jurisdiction for the amount of any license tax or penalty imposed by and required by this chapter to be paid for the privilege of keeping and having such an animal. The Animal Protective Services Officer is authorized to cause a complaint to be filed against any person violating any of the provisions of this chapter and to cause an action to be brought against any person failing to pay any license tax required by the provisions of this chapter for the recovery of the tax. Such action shall be cumulative and shall not be deemed as a bar or waiver of the right to institute any other civil or criminal proceeding for a violation of this chapter.

**SEC. 12-2-35 EXEMPTION OF CERTAIN ANIMALS FROM LICENSING AND INOCULATION REQUIREMENTS.**

The provisions of this chapter requiring certain animals to be licensed or inoculated shall not apply to those animals owned by or in the charge or care of persons who are nonresidents of this city traveling through the city or temporarily sojourning therein for a period not exceeding 30 days, nor to animals temporarily brought into the city for the exclusive purpose of entering the animals in a show or other exhibition and entered for and kept at the show or exhibition, nor to dogs used as lead dogs for blind persons.

**SEC. 12-2-36 PERMITTING DOGS IN PUBLIC WITHOUT LICENSE AND RABIES VACCINATION TAG; FAILURE TO OBTAIN DOG LICENSE; REDEMPTION OF ANIMALS TAKEN UP BECAUSE OF LOST TAGS.**

(A) It shall be unlawful for any dog owner:

- (1) To permit any dog over four months old to appear or be on any street, park or public way of the city, or in any public place therein, unless the dog is wearing a collar or harness to which is attached a current city dog license tax tag and rabies vaccination tag which have been used for the dog, one tag for both license and vaccination.
- (2) To fail to provide any dog over four months old with a city license as provided in section 12-2-31; provided, that any dog owner who shall move into the city for purposes of establishing residence or who shall become a resident as a result of any annexation shall have 30 days from and after moving into the city or the effective date of annexation to obtain the license.

(B) If the owner of any animal required to have a license tag has paid for and procured the license tax tag or the rabies vaccination tag and the animal has been taken to the animal shelter by reason of the loss of either of such tags, the owner of such animal shall have the privilege of identifying his or her animal and proving the payment for and procurement of such tags prior to the date the animal was taken up, and, in that event, the animal shall be returned to the rightful owner upon payment of current redemption fees established in the city's *Manual of Fees*.

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

(A) The Division of Animal Protective Services 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.

(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 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 Protective Services 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.
- (5) Persons who check out and set traps must give express consent for Animal Protective Services 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, in addition to civil or criminal penalties as stated in section 12-2-43 of this chapter.

**SEC. 12-2-38 CONFINEMENT, OBSERVATION AND DISPOSITION OF SUSPECTED RABID OR HYDROPHOBIC DOGS AND DOGS WHICH HAVE BITTEN PEOPLE.**

(A) Any dog which shows symptoms of rabies or which has bitten anyone shall be penned up immediately by its owners or by the person having charge of the animal, or by the person sheltering, feeding, harboring or taking care of such animal and the Division shall be notified immediately. The animal shall be confined in a place approved by the Animal Protective Services Officer or his or her authorized representative, and under conditions approved by him or her or his or her authorized representative, for not less than ten days. The animal shall be subject to observation by the Division or a person designated by the Animal Protective Services Officer at all times during such period.

(B) If rabies or hydrophobia does not develop within such period, then the animal shall be released to his or her owner; but if either disease develops, the animal shall be destroyed by the Division in a humane manner.

**SEC. 12-2-39 PUBLIC NUISANCES.**

(A) The following acts of a dog, cat or other animal or group of animals are declared public nuisances:

- (1) Frequent, habitual howling, yelping, barking, fighting or the making of other noises which disturb the neighborhood;
- (2) Chasing, snapping at or attacking a pedestrian, bicycle rider or vehicles;
- (3) Turning over garbage containers, damaging gardens, flowers or vegetables;
- (4) Running at large while in heat;
- (5) By virtue of number or type is offensive or dangerous to the public health, safety or welfare; or
- (6) Any act, noise or condition created which is offensive to people or destructive of real or personal property.

(B) Animal Protective Services Officers are authorized to issue civil citations to the owner of any animal which is a public nuisance under this section, or impound the animal, or both.

**SEC. 12-2-40 RESTRAINT OF DOGS.**

(A) It shall be unlawful for any person owning or having possession, charge, care, custody or control of any dog to fail to keep the dog exclusively upon his or her own premises; provided that the dog may be off the premises if it is under control of a competent person and restrained by a chain or leash or other means of actual physical control.

(B) It shall be unlawful to permit any dog to defecate or urinate on the lawn or property of any but the owner, or upon any public or private property without the permission of the owner of that property.

**SEC. 12-2-41 KEEPING DOGS THAT CHASE OR BARK; PERMITTING FEMALE DOGS IN HEAT TO RUN AT LARGE.**

It shall be unlawful for any dog owner to keep or have within the city a dog that habitually or repeatedly chases, snaps at, attacks or barks at pedestrians, bicyclists or vehicles, turns over garbage pails, damages gardens, flowers or vegetables or conducts itself so as to be a public nuisance, or to permit a female dog to run at large while in heat.

**SEC. 12-2-42 VIOLATIONS OF CHAPTER; NOTICE.**

(A) In administering their duties under this chapter, the Animal Protective Services Officers are empowered to issue citations to any person, if there is probable cause to believe that he or she has violated any of the provisions of this chapter. Citations issued may be delivered in person to the violator by the Animal Protective Services Officers, or they may be mailed to the person, if he or she cannot be readily

found. Any notice or citation delivered or mailed shall direct the violator to appear at the office of the Revenue Collector of the city within five days.

(B) The Animal Protective Services Officers shall cause all citations to be consecutively numbered in triplicate and records shall be kept in such a way that all citations may be accounted for.

**SEC. 12-2-43 SAME; PENALTIES.**

(A) Any violation of this chapter shall subject the offender to a civil penalty in the amount stated in the *Manual of Fees* for the city. Violators shall be issued a written citation which must be paid to the revenue division of the Finance Department within five days.

(B) Notwithstanding subsection (A) above, provisions of this chapter may be enforced through equitable remedies issued by a court of competent jurisdiction.

(C) In addition to or lieu of, remedies authorized in subsections (A) and (B) above, violations of section 12-2-14 may be prosecuted as a misdemeanor in accordance with G.S. 160A-175.

**SEC. 12-2-44 BIRD SANCTUARY.**

(A) A bird sanctuary is created and established within the corporate limits of the city.

(B) It shall be unlawful for any person to hunt, kill, trap or otherwise take any protected bird within the corporate limits of the city except pursuant to a permit issued by the North Carolina Wildlife Resources Commission under G.S. 113-274(c) or under any other license or permit of the Wildlife Resources Commission specifically made valid for use within city limits. For the purpose of this section, a protected bird means any bird except a bird classed as a pest under G.S. Chapter 113, Article 22A, G.S. Chapter 106, Article 4C (the Structural Pest Control Act of North Carolina of 1955) or G.S. Chapter 143, Article 52 (the North Carolina Pesticide Law of 1971).

(C) Notwithstanding the provisions of section 12-2-43, a violation of the provisions of this section shall be a misdemeanor as provided in North Carolina G.S. 14-4, punishable upon conviction by a fine not exceeding \$50 or by imprisonment not exceeding 30 days.  
(Ord. No. 04-14, ' 1, passed 2-12-2004)

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 will become effective immediately upon adoption.

This the \_\_\_\_\_ day of November, 2015.

\_\_\_\_\_  
Allen M. Thomas, Mayor

ATTEST:

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

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

A RESOLUTION AMENDING THE CITY OF GREENVILLE  
ASSIGNMENT OF CLASSES TO SALARY GRADES AND RANGES (PAY PLAN)

THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA,  
RESOLVES:

Section 1. The City of Greenville Assignment of Classes to Salary Grades and Ranges is hereby amended by adding the following classifications:

<u>Classification Title</u>	<u>Pay Grade</u>
Animal Protective Services Officer	107
Animal Protective Services Supervisor	112

Section 2. The City of Greenville Assignment of Classes to Salary Grades and Ranges is hereby amended by deleting the following classifications:

<u>Classification Title</u>	<u>Pay Grade</u>
Animal Control Officer	107
Animal Control Supervisor	112

Section 3. All inconsistent provisions of former resolutions, ordinances, or policies are hereby repealed.

Section 4. This resolution shall be effective November 9, 2015.

Adopted this the 9<sup>th</sup> day of November, 2015.

\_\_\_\_\_  
Allen M. Thomas, Mayor

ATTEST:

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

1015007



# City of Greenville, North Carolina

Meeting Date: 11/9/2015  
Time: 6:00 PM

**Title of Item:** Report of findings to City Council on variances granted to standards set forth in the Manual of Standard Designs and Details for Greenbrier Place

**Explanation:** **Abstract:** Section 9-5-115 of the Code of Ordinances provides that the City Engineer is authorized to make revisions to the Manual of Standard Designs and Details and said revisions will be reported to the City Council at the next regular meeting following the revisions. The following is a report of findings and actions regarding design deviations from the Manual of Standard Designs and Details (MSDD) approved for Greenbrier Subdivision, formally known as Bedford West, Phases 1 & 2.

**Explanation:** Since February 2015, City staff has been working with the developer and his engineer on a revision to the preliminary plat entitled "Bedford West, Phases 1 & 2" that was approved by the Planning and Zoning Commission on July 17, 2007. The original preliminary plat consisted of 24 single-family homes.

The subject property is located south and west of Dunhagan Road adjacent to Bedford West, Phase 1, and north of the Fork Swamp Canal. The property is further identified as Tax Parcels #51642, #77432, and a portion of Tax Parcel # 77420. The revised preliminary plat consists of 1 lot on 13.358 acres. The property owners are PICO Holdings, LLC and Cherry Construction Company, LLC. The developer is Cherry Construction Company, LLC.

As this property is zoned R-6, Multifamily, the developer desires to build single-family homes developed under the Multi-Family standards which are allowed under the ordinance. This zoning designation would allow up to 200 units to be constructed.

The developer initially submitted a development plan showing 43 units to be served off of named access roads. Since City Council had voted to eliminate private streets from the Manual of Standard Designs and Details (MSDD) as a development option, staff requested public streets for the development. Named access would typically be allowed for the streets within multifamily

developments to allow for 911 addressing for those units within the development, but it is not intended to cover roads within a single-family development.

This development proposal is classified as Neo-Traditional or New Urbanism, which is a departure from the standard development that our MSDD covers. The concept of this development is intended to be similar to Palmer Place, which was built by the same developer, but will incorporate City streets rather than private streets or named accesses.

Section 9-5-115 of the Code of Ordinances provides that the City Engineer is authorized to make revisions to the Manual of Standard Designs and Details and said revisions will be reported to the City Council at its next regular meeting following the revisions. The referenced code section is as follows:

**SEC. 9-5-115 - CONFORMANCE WITH THE MANUAL OF STANDARD DESIGNS AND DETAILS AND THE MANUAL FOR THE DESIGN AND CONSTRUCTION OF WATER AND WASTE WATER SYSTEM EXTENSIONS FOR GREENVILLE UTILITIES COMMISSION.**

In addition to the requirements set forth herein, required improvements shall conform to any applicable specifications set forth in the Manual of Standard Designs and Details published by the City and the Manual for the Design and Construction of Water and Waste Water System Extensions for Greenville Utilities Commission. In case of extraordinary subsurface conditions, terrain, the general pattern in the area, existing or probable development in the vicinity or other circumstances, the City Engineer and the General Manager of Greenville Utilities, upon making supporting written findings, may establish greater or lesser requirements in particular cases. (Ord. No. 1941, § 1, passed 1-12-1989)

Issues discussed, worked through, and deviations from the MSDD approved for this development follows:

1. Development of City streets in lieu of private or named access. Developer agreed to construct City streets in accordance with City MSDD standards (I.E. 28 foot back of curb to back of curb, concrete roll curb and sidewalks on one side of the road) provided they are allowed to locate it within a 30-foot right-of-way with a 5-foot sidewalk easement. The right-of-way will be two feet behind the back of curb on the side without sidewalk and at the back of curb on the side with a sidewalk. The sidewalk will have a 5-foot easement over it to allow for future maintenance.
2. As proposed, the minimum centerline horizontal curve radiuses and tangent sections between reverse curves were not in compliance with the MSDD. Some of the curves were less than the minimum 100-foot radius with no tangent between reverse curves. The City Traffic Engineer reviewed the proposed street layout to insure that emergency vehicles would be able to travel the streets under emergency conditions without issues. Approval of the reduced centerline street radiuses and lack of a tangent section between a reverse curve was contingent upon no on-street parking within the development and the inclusion of traffic calming

devices (speed cushions) placed at designated locations to maintain a maximum posted speed of 25 mph.

3. At certain intersections, staff requested a larger radius at the curb for better vehicular movement.
4. A 15-foot minimum street setback was previously approved by the Planning & Zoning Commission, but Engineering staff was concerned that if the homes were as close as 15 feet to the right-of-way, there would not be sufficient room to park a vehicle between the garage and back of curb or sidewalk. A building layout will be required to include the driveway locations and parking pads at the time of site plan submittal.
5. The existing as well as new storm sewer will be rerouted/routed so it is within the City road right-of-way. It is the desire of the City to have all new development place stormwater infrastructure to be maintained by the City within City ROW.
6. The existing stormwater pond will be upgraded to meet current stormwater quality and detention requirements.

**Fiscal Note:**

There is no budgetary impact to the City, as this is a report only.

**Recommendation:**

No action required. Report is for information to City Council in accordance with City Code requirements.

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

Attachments / click to download

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# City of Greenville, North Carolina

Meeting Date: 11/9/2015  
Time: 6:00 PM

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**Title of Item:** Resolution and deed or release for Greenville Utilities Commission to abandon an electric easement on Farmington Road

**Explanation:** **Abstract:** Greenville Utilities Commission seeks to abandon an electric easement located on Farmington Road.

**Explanation:** GUC has received a request to abandon a thirty-two foot (32') wide electric easement located on Farmington Road from buyers, Vincent L. Fischer and Patricia M. Fischer, Trustees of the Vincent L. Fischer and Patricia M. Fischer Revocable Living Trust, dated August 17, 2002, with said closing to take place on or about October 30, 2015. This electric easement was previously granted to the City of Greenville for the use and benefit of Greenville Utilities Commission. Said electric easement is no longer needed by the Commission.

At its October 15, 2015 regular meeting, the GUC Board of Commissioners authorized the execution of a resolution abandoning said electric easement and requests City Council take similar action and to execute a deed of release

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

**Recommendation:** Authorize the execution of a resolution and deed of release abandoning said electric easement located on Farmington Road

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

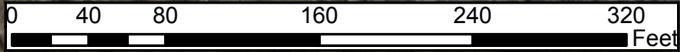
Attachments / click to download

- [Map](#)
  - [Resolution](#)
  - [Deed of Release Farmington](#)
-



Proposed portion of the existing Utility Easement, 32' in width and 460' +/- in length to be abandoned

Portion of existing Utility Easement to remain



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

**Hiram A Gay Gonzalez Trustee &  
Elda M Gotos Gay Trustee Etals**  
**Grimesland TWP, Pitt Co., NC**

**Date Created: 10/9/2015**  
**Created by: GDS**  
**Requested by: Chris Corey**



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

RESOLUTION \_\_\_\_\_

RESOLUTION OF GREENVILLE UTILITIES COMMISSION  
OF THE CITY OF GREENVILLE, NORTH CAROLINA,  
ABANDONING THIRTY-TWO FOOT (32') WIDE ELECTRICAL EASEMENT  
ACROSS TAX PARCEL NUMBER 34696 ACCORDING TO THE RECORDS  
IN THE OFFICE OF THE TAX ADMINISTRATION OF PITT COUNTY, NORTH CAROLINA,  
(COMMONLY KNOWN AS 289 FARMINGTON ROAD),  
AND REQUESTING EXECUTION OF DEED OF RELEASE

Attachment number 2  
Page 1 of 5

WHEREAS, Greenville Utilities Commission of the City of Greenville, North Carolina (hereinafter referred to as "Commission"), heretofore obtained an electric easement thirty-two feet (32') in width across property commonly known as Tax Parcel No. 34696 according to the records in the Office of the Tax Administration of Pitt County, North Carolina, and commonly known as 289 Farmington Road in the subdivision commonly known as Holly Ridge Estates (Tract 4 – A), and more particularly described on that certain plat appearing of record in Map Book 26 at Page 194, Pitt County Public Registry (Exhibit "A"), and more specifically described on that certain survey plat appearing of record in Book A53 at Page 365, Pitt County Public Registry (Exhibit "B"), to which reference is hereby made for a more particular and accurate description of such thirty-two foot (32') wide electric easement; and

WHEREAS, such electric easement is no longer needed by Commission; and

WHEREAS, Commission anticipates no use or need now or in the future for such electric easement to be abandoned; and

WHEREAS, Commission therefore desires to abandon such electric easement previously granted;

WHEREAS, the current owner of such property has requested the City of Greenville, North Carolina, and Greenville Utilities Commission to abandon such electric easement and requests that the City of Greenville, for the use and benefit of Greenville Utilities Commission, acknowledge such abandonment and release; and

WHEREAS, Commission deems such abandonment to be reasonable and in the best interests of the Commission and all parties and therefore requests that the City of Greenville, North Carolina, acknowledge such abandonment and release of such electric easement thirty-two feet (32') in width, which is to be abandoned.

NOW, THEREFORE, BE IT RESOLVED by Greenville Utilities Commission of the City of Greenville, North Carolina, in Regular Session on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as follows:

1. That Commission has no need or desire to use said thirty-two foot (32') wide electric easement heretofore granted to the City of Greenville, for the use and benefit of Greenville Utilities Commission, as shown on that certain plat appearing of record in <sup>Attachment number 2</sup> ~~Map Book~~ 26 at Page 194, Pitt County Public Registry (Exhibit "A"), and more particularly described on that certain survey plat appearing of record in Book A53 at Page 365, Pitt County Public Registry (Exhibit "B"), to which reference is hereby made for a more particular and accurate description of such thirty-two foot (32') wide electric easement; and

2. That a request be made to the City Council of the City of Greenville, North Carolina, as soon as practicable that it abandon such electric easement as hereinabove described, all as is shown on Exhibits "A" and "B" which are attached hereto and made a part hereof, all as is more particularly shown on Exhibit "C" which is attached hereto and made a part hereof; and

3. That the City Council of the City of Greenville authorize the appropriate City Officials to make, execute, and deliver to Vincent L. Fischer and Patricia M. Fischer, Trustees of the Vincent L. Fischer and Patricia M. Fischer Revocable Living Trust dated August 17, 2002, 520 North Anna Drive, Louisa, Virginia 23093, or the current owner of the subject property encumbered by such thirty-two foot (32') wide electric easement to be abandoned, an instrument in a form suitable for recording to release whatever interests the City of Greenville, North Carolina, for the use and benefit of Greenville Utilities Commission, might have in and to such thirty-two foot (32') wide electric easement to be abandoned all as is shown on Exhibits "A," "B," and "C" which are attached hereto and made a part hereof.

Adopted this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

GREENVILLE UTILITIES COMMISSION  
OF THE CITY OF GREENVILLE, NC

By \_\_\_\_\_  
JOHN MINGES, Chair

(SEAL)

ATTEST:

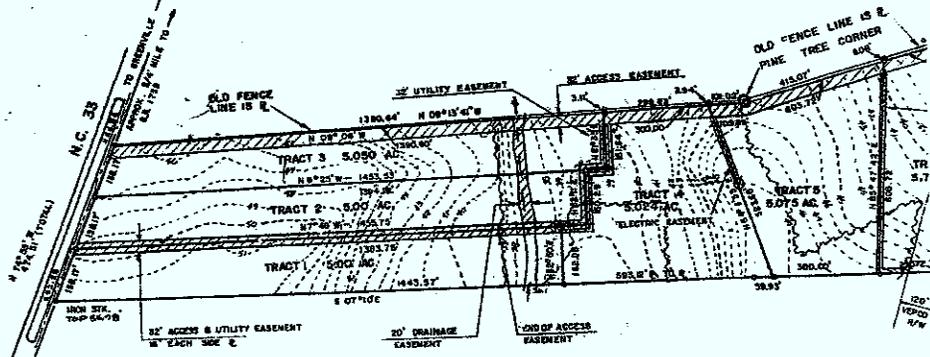
\_\_\_\_\_  
DENNIS MITCHELL, Secretary

BOOK 26 PAGE 194

Attachment number 2  
Page 3 of 5

ELKS PROPERTY  
MAP BOOK 3-PAGE 319

NOTE:  
WESTERN & RESURVEYED TO  
FOLLOW EASTERN E. OF ADJOINORS.



HUDSON PROPERTY

**GENERAL NOTES**

1. IT IS PROPOSED THAT UNDERGROUND TELEPHONE AND ELECTRIC UTILITIES WILL BE INSTALLED.
2. IT IS PROPOSED THAT SEWER WILL BE PROVIDED BY INDIVIDUAL SEPTIC TANK SYSTEM.
3. CURVE DATA SHOWN IS TO CENTER LINE OF ASPHALT PAVEMENT UNLESS OTHERWISE INDICATED.
4. WATER SERVICE TO BE PROVIDED BY EASTERN PINES WATER CORPORATION.

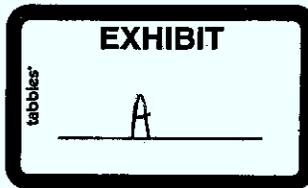
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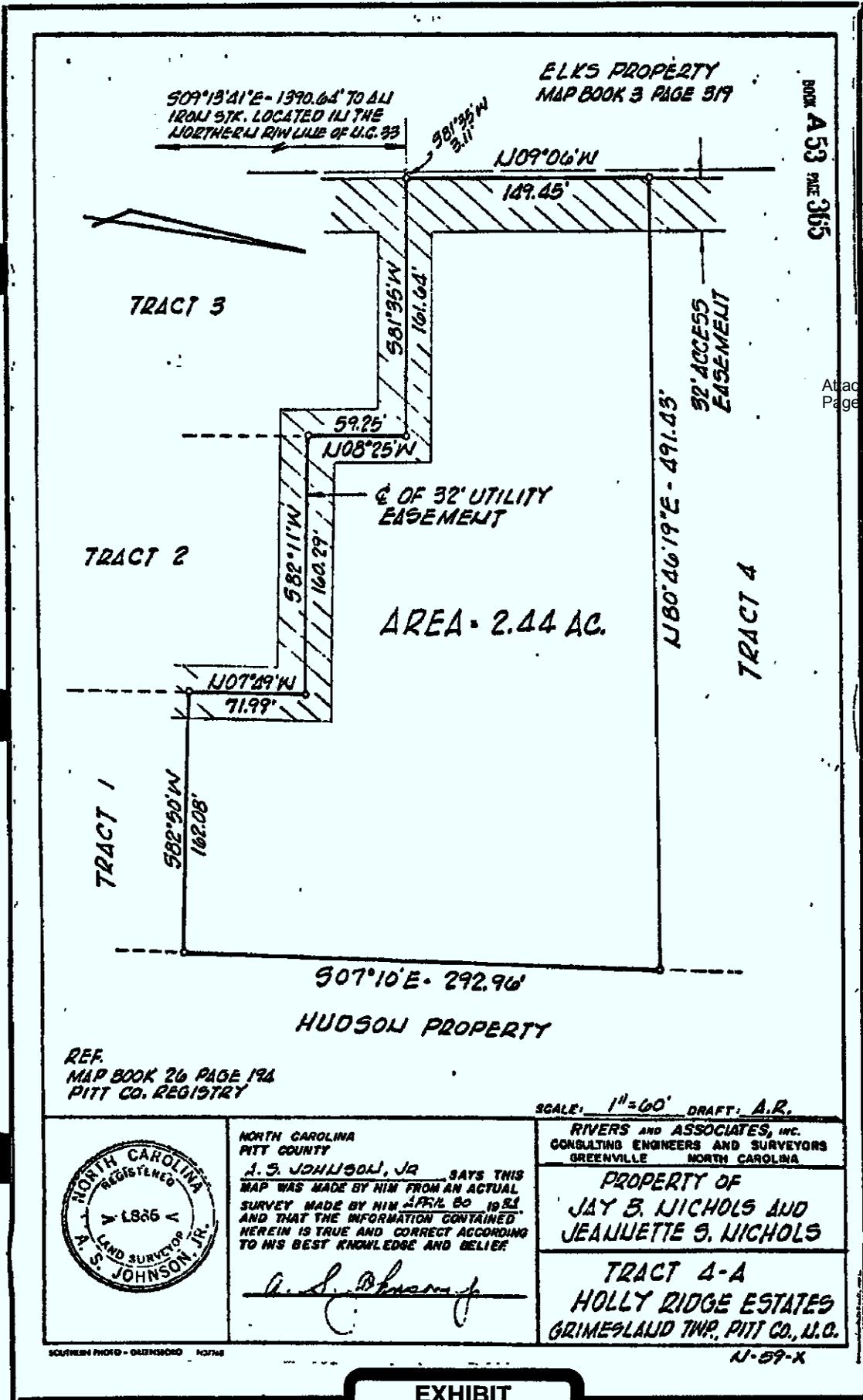
TOTAL AREA OF TRACT - 61.92 ± AC.  
TOTAL NUMBER OF TRACTS - 12

ELECTRIC EASEMENTS TO BE 1  
(5' EACH SIDE R.) TO BE CLEA  
PROPERTY OWNER

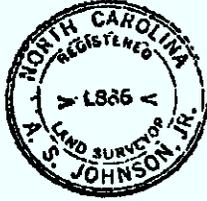
⊗ PROPOSED TRANSFORMER

NORTH CAROLINA: FIVE COUNTY  
The foregoing certificate of James E. White, Jr. and a North Carolina  
is certified to be correct.  
Filed for registration at 2:49 p.m. on the 27th day of July, 1978.  
Walter T. Azzack, Register of Deeds  
*James E. White, Jr.*  
*Walter T. Azzack*





Attachment number 2  
Page 4 of 5



NORTH CAROLINA  
PITT COUNTY

A. S. JOHNSON, JR. SAYS THIS  
MAP WAS MADE BY HIM FROM AN ACTUAL  
SURVEY MADE BY HIM APRIL 30 1981  
AND THAT THE INFORMATION CONTAINED  
HEREIN IS TRUE AND CORRECT ACCORDING  
TO HIS BEST KNOWLEDGE AND BELIEF

*A. S. Johnson, Jr.*

RIVERS AND ASSOCIATES, INC.  
CONSULTING ENGINEERS AND SURVEYORS  
GREENVILLE NORTH CAROLINA

PROPERTY OF  
JAY S. NICHOLS AND  
JEANUETTE S. NICHOLS

TRACT 4-A  
HOLLY RIDGE ESTATES  
GRIMESLAUD TWP., PITT CO., N.C.

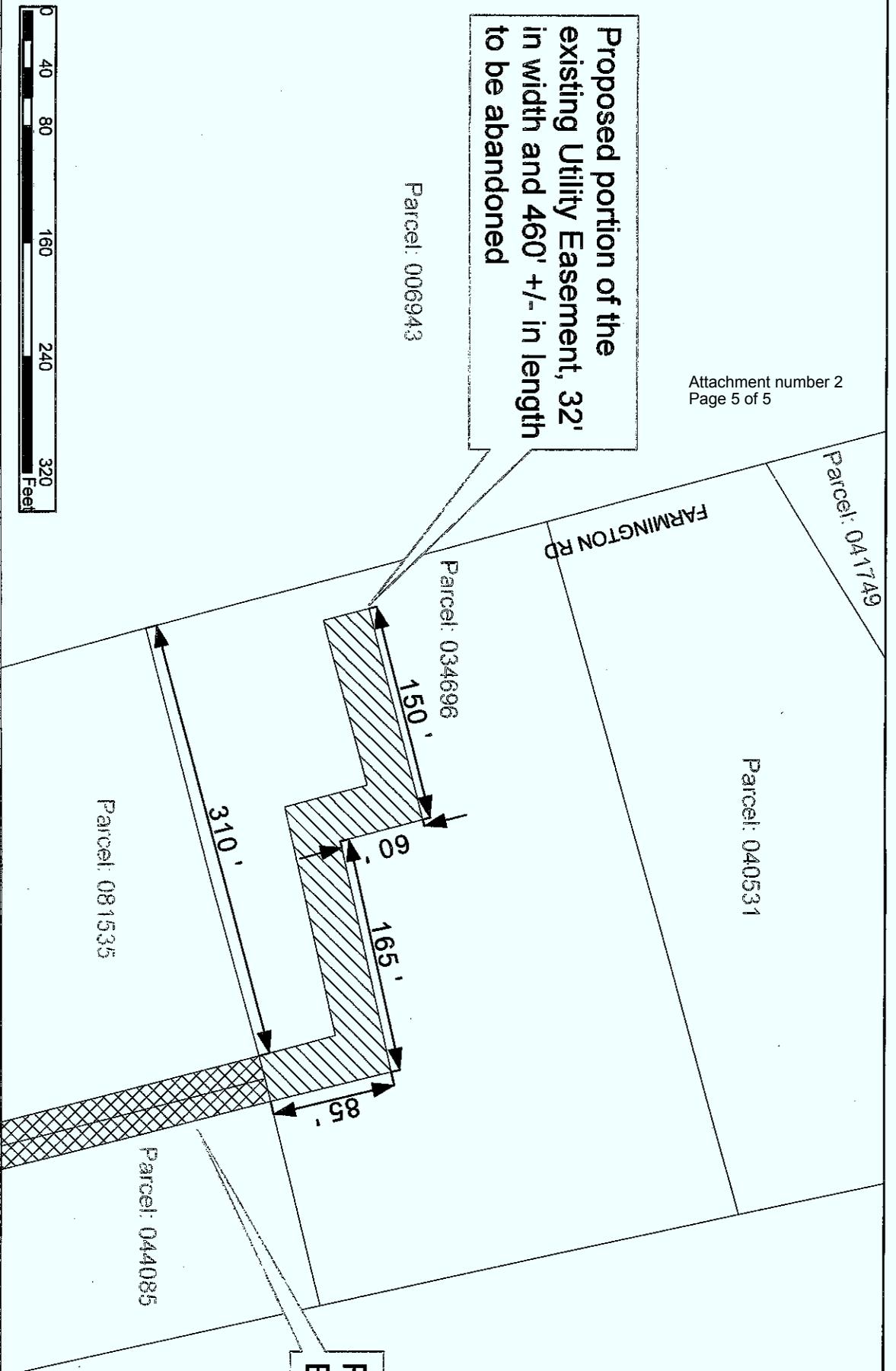
N-59-X

EXHIBIT

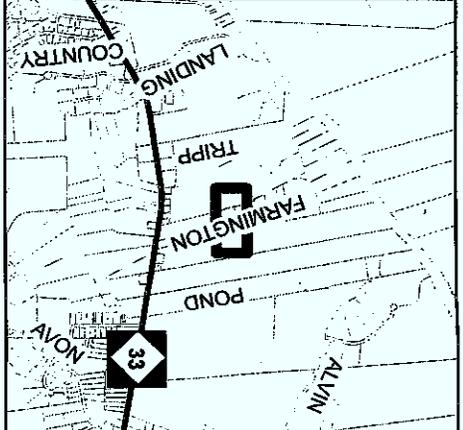
tabbles

B

Proposed portion of the existing Utility Easement, 32' in width and 460' +/- in length to be abandoned



Portion of existing Utility Easement to remain



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**Hiram A Gay Gonzalez Trustee &  
Elda M Gotos Gay Trustee Etals  
Grimesland TWP, Pitt Co., NC**

Date Created: 10/8/2015  
Created by: GDS  
Requested by: Chris Corey



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

**EXHIBIT**  
C

Prepared by: Phillip R. Dixon, Attorney  
File: Greenville Utilities  
Post Office Box 1847  
Greenville, NC 27835

Attachment number 3  
Page 1 of 8

NORTH CAROLINA

**DEED OF RELEASE**

PITT COUNTY

THIS DEED OF RELEASE, made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Greenville, North Carolina, a municipal corporation in Pitt County, North Carolina, party of the first part (hereinafter called GRANTOR), and Vincent L. Fischer and Patricia M. Fischer, Trustees of the Vincent L. Fischer and Patricia M. Fischer Revocable Living Trust dated August 17, 2002, 520 North Anna Drive, Louisa, Virginia 23093, party of the second part (hereinafter called GRANTEE).

**WITNESSETH**

THAT WHEREAS, the GRANTOR for the use and benefit of Greenville Utilities Commission previously received a Grant of Electric Easement by virtue of a dedication by plat appearing of record in Map Book 26 at Page 194, Pitt County Public Registry (Exhibit "A"), and more particularly described on that certain survey plat appearing of record in Book A53 at Page 365, Pitt County Public Registry (Exhibit "B"), to which reference is hereby made for a more particular and accurate description of such thirty-two foot (32') wide electric easement; and

WHEREAS, the current owner of the underlying fee interest in such property subject to the said thirty-two foot (32') wide electric easement is now GRANTEE; and

WHEREAS, Greenville Utilities Commission requested GRANTOR to indicate formally that it has no plans or interest in such property encumbered by such Grant of Electric Easement to be abandoned; and

WHEREAS, Greenville Utilities Commission has therefore requested GRANTOR to execute a Deed of Release to GRANTEE, or the current owner of such property, to indicate its abandonment and release of such previous Grant of Electric Easement as described herein as to be abandoned and as shown on Exhibits "A" and "B" which are attached hereto and made a part hereof; and

WHEREAS, the City Council of the GRANTOR, acting on the recommendation of Greenville Utilities Commission, has duly adopted the Resolution abandoning to GRANTEE, such Grant of Electric Easement, a copy of which said Resolution is attached hereto as Exhibit "D" and made a part hereof.

NOW THEREFORE, pursuant to and in accordance with said Resolution, GRANTOR does hereby remise, release, discharge and forever quitclaim unto GRANTEE, Vincent L. Fischer and Patricia M. Fischer, Trustees of the Vincent L. Fischer and Patricia M. Fischer Revocable Living Trust dated August 17, 2002, as the current owner of the subject property, their heirs and assigns, all the GRANTOR's rights, title and interest in and to such thirty-two foot (32') wide electric easement to be abandoned as shown on Exhibit "C" and is more particularly described as follows:

A portion of an existing utility easement thirty-two feet (32'), more or less, in width, and approximately four hundred sixty feet (460'), more or less, in length across Tax Parcel No. 034696 as shown on that certain diagram entitled "Hiram A Gay Gonzalez Trustee & Elda M Gotos Gay Trustee Etals, Grimesland TWP, Pitt Co., NC" dated October 8, 2015 prepared by Greenville Utilities Commission, P.O. Box 1847, Greenville, NC 27835, Telephone No. (252) 752-7166, Fax No. (252) 329-2172, which is marked Exhibit "C" and is attached hereto and made a part hereof, and to which reference is hereby made for a more particular and accurate description of the said easement to be abandoned; said easement beginning at a point in the dividing line between Tax Parcel No.'s 034696, 081535, and 044085 according to the records in the Office of the Tax Administration of Pitt County, North Carolina, and extending eighty-five feet (85'), more or less, extending west one hundred sixty-five feet (165'), more or less, cornering extending north sixty feet (60') more or less, cornering extending one hundred fifty feet (150'), more or less, and designated as the portion of the existing easement to be abandoned.

IN TESTIMONY WHEREOF, GRANTOR has caused this Deed of Release to be executed in its name by its Mayor, attested by the City Clerk, and its official seal hereto affixed, all by Resolution duly entered by the City Council of GRANTOR, on the day and year first above written.

CITY OF GREENVILLE, NORTH CAROLINA

Attachment number 3  
Page 3 of 8

By: \_\_\_\_\_  
ALLEN M. THOMAS, Mayor

[SEAL]

Attest:

\_\_\_\_\_  
CAROL L. BARWICK, City Clerk

NORTH CAROLINA

PITT COUNTY

I, \_\_\_\_\_, a Notary Public of the aforesaid County and State, certify that CAROL L. BARWICK personally came before me this day and acknowledged that she is City Clerk of the City of Greenville, North Carolina, and that by authority duly given and as the act of the City of Greenville, North Carolina, the foregoing instrument was signed in its name by its Mayor, sealed with its official seal and attested by her as its City Clerk.

WITNESS my hand and official stamp or seal, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

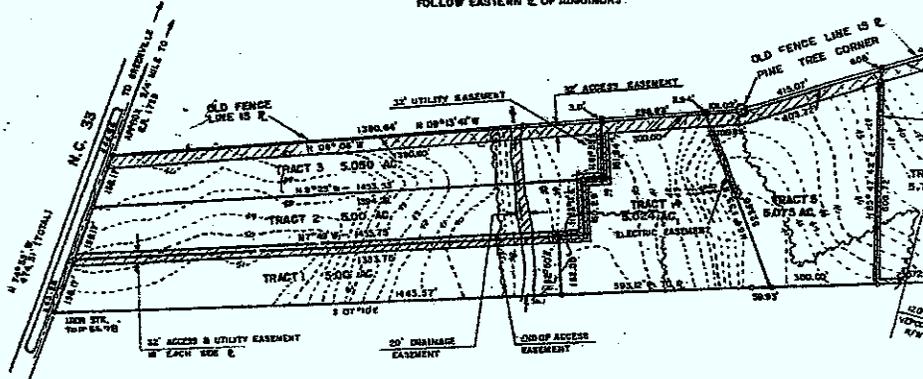
My Commission Expires: \_\_\_\_\_

MAP 26 PAGE 194

Attachment number 3  
Page 4 of 8

ELKS PROPERTY  
MAP BOOK 3-PAGE 319

NOTE:  
WESTERN E. RESUMED TO  
FOLLOW EASTERN E. OF ADJOINERS.



HODSON PROPERTY

**GENERAL NOTES**

1. IT IS PROPOSED THAT UNDERGROUND TELEPHONE AND ELECTRIC UTILITIES WILL BE INSTALLED.
2. IT IS PROPOSED THAT SEWER WILL BE PROVIDED BY INDIVIDUAL SEPTIC TANK SYSTEM.
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4. WATER SERVICE TO BE PROVIDED BY EASTERN PINES WATER CORPORATION.

**SITE DATA**

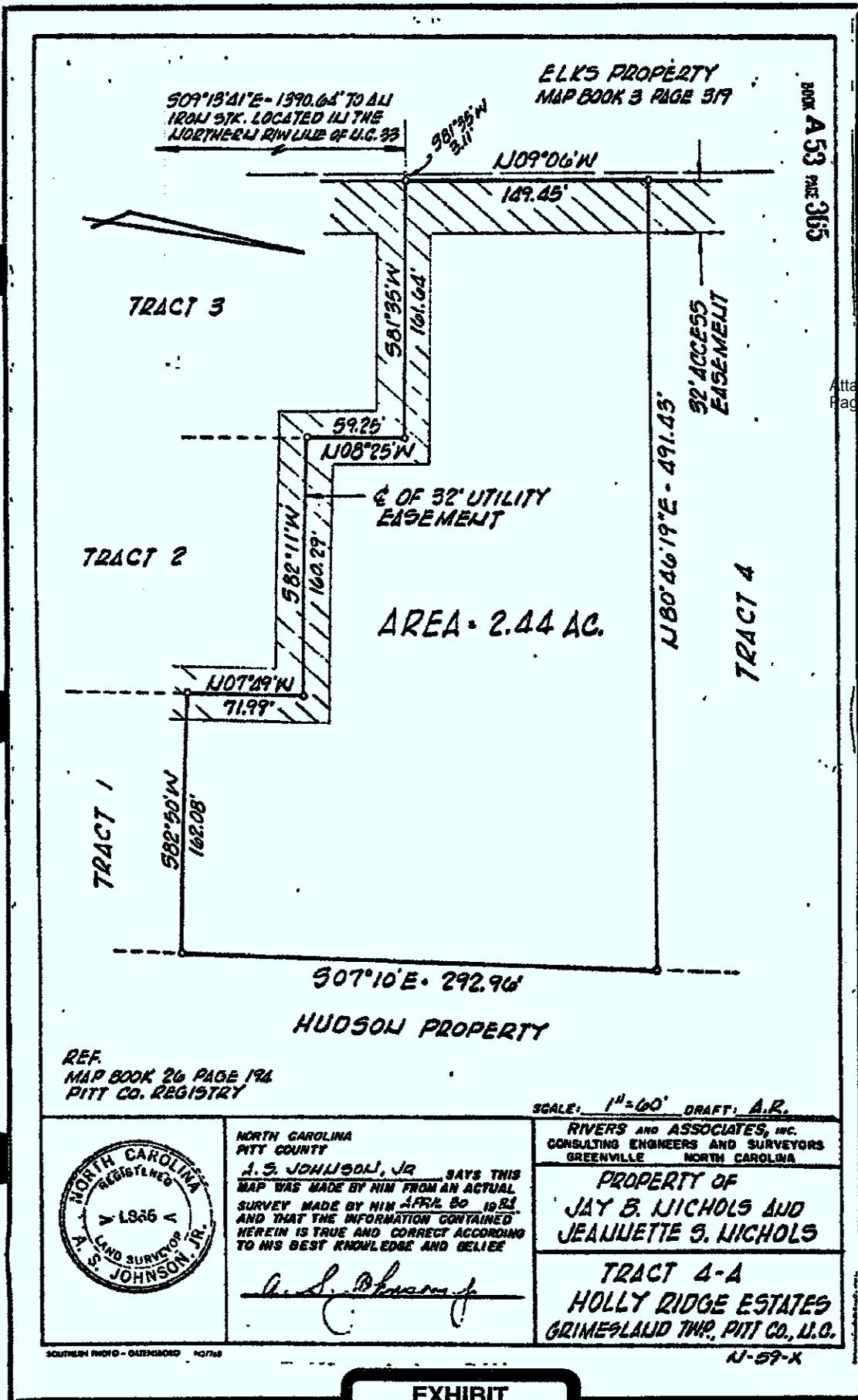
TOTAL AREA OF TRACT - 61.92 AC.  
TOTAL NUMBER OF TRACTS - 12

ELECTRIC EASEMENTS TO BE 1 (5' EACH SIDE E.) TO BE CLEAR PROPERTY OWNER

⊗ PROPOSED TRANSFORMER

NONNIE CARROLLA, DISTRICT CLERK  
The foregoing conditions of James E. White, Jr. and a North Carolina  
is certified to be correct.  
Filed for registration at 2:49 p.m. on 27th day of July, 1978.  
James E. White, Jr. Clerk of Court  
James E. White, Jr.





BOOK A 53 PAGE 365

Attachment number 3  
Page 5 of 8

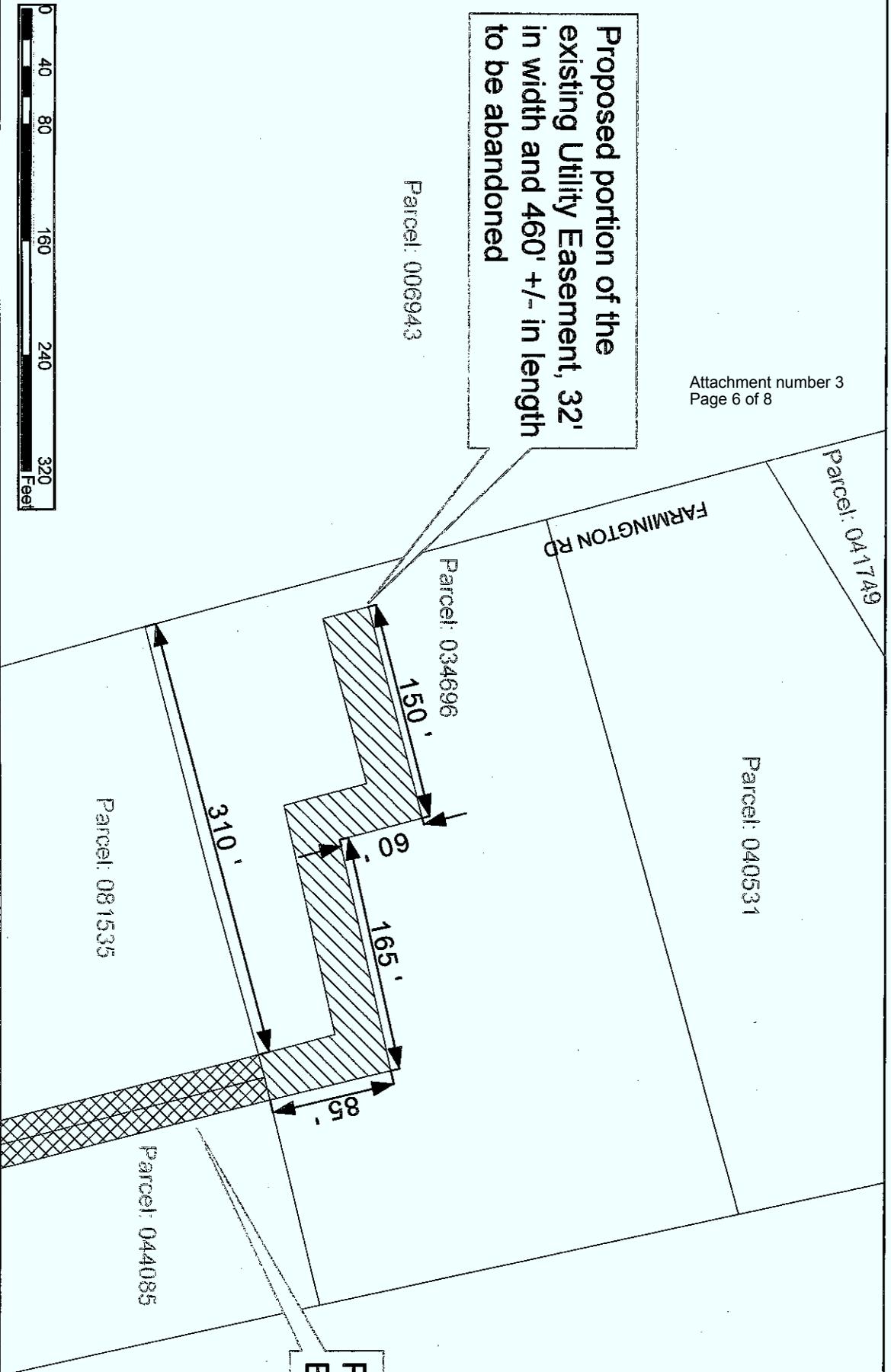
REF.  
MAP BOOK 26 PAGE 174  
PITT CO. REGISTRY

SCALE: 1"=60' DRAFT: A.R.

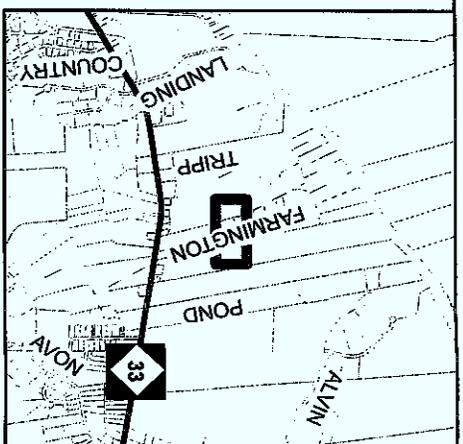
	NORTH CAROLINA PITT COUNTY <b>A. S. JOHNSON, JR.</b> SAYS THIS MAP WAS MADE BY HIM FROM AN ACTUAL SURVEY MADE BY HIM APRIL 30 1981 AND THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT ACCORDING TO HIS BEST KNOWLEDGE AND BELIEF  	<b>RIVERS AND ASSOCIATES, INC.</b> CONSULTING ENGINEERS AND SURVEYORS GREENVILLE NORTH CAROLINA
	PROPERTY OF <b>JAY B. NICHOLS AND JEANUETTE S. NICHOLS</b>	
	TRACT 4-A <b>HOLLY RIDGE ESTATES GRIMESLAND TWP, PITT CO., N.C.</b> N-57-X	

EXHIBIT  
B

Proposed portion of the existing Utility Easement, 32' in width and 460' +/- in length to be abandoned



Portion of existing Utility Easement to remain



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**Hiram A Gay Gonzalez Trustee &  
Elda M Gotos Gay Trustee Etals  
Grimesland TWP, Pitt Co., NC**

Date Created: 10/8/2015
Created by: GDS
Requested by: Chris Corey

**Greenville Utilities**



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

**EXHIBIT**  
C

RESOLUTION \_\_\_\_\_

RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF GREENVILLE, NORTH CAROLINA,  
ABANDONING THIRTY-TWO FOOT (32') WIDE ELECTRICAL EASEMENT  
ACROSS TAX PARCEL NUMBER 34696 ACCORDING TO THE RECORDS  
IN THE OFFICE OF THE TAX ADMINISTRATION OF PITT COUNTY, NORTH CAROLINA,  
(COMMONLY KNOWN AS 289 FARMINGTON ROAD),  
AND AUTHORIZING EXECUTION OF DEED OF RELEASE

Attachment number 3  
Page 7 of 8

WHEREAS, Greenville Utilities Commission of the City of Greenville, North Carolina (hereinafter referred to as "Commission"), heretofore obtained an electric easement thirty-two feet (32') in width across property commonly known as Tax Parcel No. 34696 according to the records in the Office of the Tax Administration of Pitt County, North Carolina, and commonly known as 289 Farmington Road in the subdivision commonly known as Holly Ridge Estates (Tract 4 - A), and more particularly described on that certain plat appearing of record in Map Book 26 at Page 194, Pitt County Public Registry (Exhibit "A"), and on that certain survey plat appearing of record in Book A53 at Page 365 (Exhibit "B"), Pitt County Public Registry, to which reference is hereby made for a more particular and accurate description of such thirty-two foot (32') wide electric easement to be abandoned; and

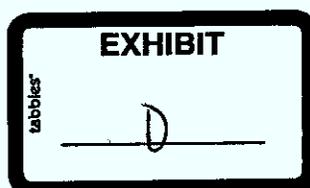
WHEREAS, such thirty-two foot (32') wide electric easement is no longer needed by the Commission now or in the future; and

WHEREAS, Commission anticipates no use or need now or in the future for such electric easement to be abandoned; and

WHEREAS, Commission desires to abandon such electric easement previously granted;

WHEREAS, the current owner of such property has requested the City of Greenville, North Carolina, and Greenville Utilities Commission to abandon such electric easement and requests that the City of Greenville, for the use and benefit of Greenville Utilities Commission, acknowledge such abandonment and release; and

WHEREAS, Commission deems such abandonment to be reasonable and in the best interest of the Commission and all parties and therefore requests that the City of Greenville, North Carolina, acknowledge such abandonment and release of such electric easement thirty-two feet (32') in width, which is to be abandoned; and



NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville, North Carolina, in Regular Session held in the Council Chambers of City Hall of the City of Greenville, North Carolina, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as follows:

1. That the City Council of the City of Greenville does hereby abandon such thirty-two foot (32') wide electric easement as shown on that certain plat appearing of record in Map Book 26 at Page 194, Pitt County Public Registry (Exhibit "A"), and on that certain <sup>Attachment number 3</sup> ~~survey plat~~ appearing of record in Book A53 at Page 365, Pitt County Public Registry (Exhibit "B"), all as is more particularly shown on Exhibit "C" which is attached hereto and made a part hereof; and

2. That the appropriate City Officials be and are hereby empowered to make, execute and deliver to Vincent L. Fischer and Patricia M. Fischer, Trustees of the Vincent L. Fischer and Patricia M. Fischer Revocable Living Trust dated August 17, 2002, 520 North Anna Drive, Louisa, Virginia 23093, or the current owner of the subject property encumbered by such thirty-two foot (32') wide electric easement to be abandoned, an instrument in a form suitable for recording to release whatever interests the City of Greenville, North Carolina, for the use and benefit of Greenville Utilities Commission, might have in and to such thirty-two foot (32') wide electric easement to be abandoned as hereinabove described.

Adopted this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF GREENVILLE

By \_\_\_\_\_  
ALLEN M. THOMAS, Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
CAROL L. BARWICK, Clerk



# City of Greenville, North Carolina

Meeting Date: 11/9/2015  
Time: 6:00 PM

---

**Title of Item:** Resolution and deed of release for Greenville Utilities Commission to abandon and reconfigure utility easements for Greenville Retail Center (Hobby Lobby and related development - Old Carolina East Convenience Center) on NC Highway 11 (South Memorial Drive) and Mall Drive

**Explanation:** **Abstract:** Greenville Utilities Commission seeks to abandon and reconfigure utility easements located on Highway 11 (South Memorial Drive) and Mall Drive.

**Explanation:** In order to facilitate the construction of a 55,000 square foot (more or less) building for Hobby Lobby and for additional future retail development, the existing former Carolina East Convenience Center has been demolished. In addition, a reconfiguration of utility easements on the site is necessary to facilitate the new development scheme. The owner desires to abandon certain water, sewer, gas, and electric easements and grant new easements for such utilities.

At its October 15, 2015 regular Board meeting, the GUC Board of Commissioners authorized a resolution requesting City Council to abandon and reconfigure certain utility easements located at the old Carolina East Convenience Center and request similar action by City Council including the execution of a deed of release in favor of the current owner.

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

**Recommendation:** Authorize the execution of a resolution and deed of release to abandon and reconfigure certain utility easements at the old Carolina East Convenience Center.

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

**Attachments / click to download**

 [Hobby Lobby](#)

 [Resolution](#)

 [Deed of Release](#)

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RESOLUTION \_\_\_\_\_

RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF GREENVILLE, NORTH CAROLINA,  
ABANDONING CERTAIN UTILITY EASEMENTS INCLUDING WATER, SEWER,  
GAS, AND ELECTRIC, PREVIOUSLY GRANTED TO THE COMMISSION  
BY VIRTUE OF A DEDICATION BY PLAT APPEARING OF RECORD  
IN MAP BOOK 28 AT PAGE 138, PITT COUNTY PUBLIC REGISTRY,  
AND BY VARIOUS OTHER EASEMENT GRANTS  
FOR THE PROPERTY COMMONLY KNOWN AS  
THE CAROLINA EAST CONVENIENCE CENTER ON NC HWY 11  
(SOUTH MEMORIAL DRIVE), AND MALL DRIVE  
AND AUTHORIZING EXECUTION OF DEED OF RELEASE

Attachment number 2  
Page 1 of 5

WHEREAS, Greenville Utilities Commission of the City of Greenville, North Carolina (hereinafter referred to as "Commission"), heretofore obtained certain utility easements, including water, sewer, gas, and electric, by virtue of a dedication of a plat appearing of record in Map Book 28 at Page 138, Pitt County Public Registry, entitled "Carolina East Convenience Center, Greenville, Pitt County, NC" dated November 20, 1979, and revised December 6, 1979, prepared by Woolard F. Jefferson, Land Surveyor No. L-1405, McDavid Associates, Inc., Engineers - Planners - Land Surveyors, Farmville, NC, and Goldsboro, NC, dated October 2, 1979; and

WHEREAS, the City of Greenville, for the use and benefit of Greenville Utilities Commission, was also granted certain utility easements by virtue of (1) a Grant of All Utilities Easement dated February 20, 1995, appearing of record in Book 563 at Page 556, and (2) a Grant of Utility Easement dated January 27, 1981, appearing of record in Book R49 at Page 598, Pitt County Public Registry; and

WHEREAS, the current owner of such property, RKM Greenville, LLC, a Florida limited liability company authorized to engage in business in North Carolina, has requested the Commission to abandon such easements hereinafter described as to be abandoned in order to allow for the development of such property, including the construction of a Hobby Lobby store containing approximately 55,000 square feet, more or less (5.08 acres), and for further future development of the subject property; and

WHEREAS, the existing buildings on the subject property have been recently demolished and an abandonment is necessary for the redevelopment of the subject property; and

WHEREAS, such utility easements are no longer needed by the Commission now or in the future.

WHEREAS, the City of Greenville, for the use and benefit of Greenville Utilities Commission, will receive new utility easements pursuant to such new development scheme; and

WHEREAS, the Commission therefore desires to abandon the easements heretofore granted for the development of The Carolina East Convenience Center by virtue of a dedication of a plat appearing of record in Map Book 28 at Page 138, Pitt County Public Registry, and by Attachment number 2  
Page 2 of 3 (1) a Grant of All Utilities Easement dated February 20, 1995, appearing of record in Book 563 at Page 556, and (2) a Grant of Utility Easement dated January 27, 1981, appearing of record in Book R49 at Page 598, Pitt County Public Registry, which said easements to be abandoned are shown on Exhibit "A" which is attached hereto and made a part hereof entitled "Easement Abandonment Plat for Greenville Utilities Commission, Greenville, Winterville Township, Pitt County, North Carolina" prepared by Taylor Land Consultants, PLLC, License No. P-0829, 5448 Apex Peakway, #165, Apex, NC 27502, Telephone No. (919) 801-1104, dated October 7, 2015, and to which reference is hereby made for a more particular and accurate description of the utility easements marked as to be abandoned (including water, sewer, gas, electric, and all utility); and

WHEREAS, the current owner of the subject property, RKM Greenville, LLC, a Florida limited liability company authorized to engage in business in North Carolina, has requested the City and the Commission to abandon such easements hereinafter described as to be abandoned in order to permit such new development; and

WHEREAS, the Commission deems such abandonment to be reasonable and in the best interest of the Commission and all parties, and request the City of Greenville to acknowledge such abandonment and release such easements as shown on the plat marked Exhibit "A" as to be abandoned as hereinafter described; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville, North Carolina, in Regular Session held in the Council Chambers of City Hall of the City of Greenville, North Carolina, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as follows:

1. That the City Council of the City of Greenville does hereby abandon all those utility easements including water, sewer, gas, and electric, as shown on that certain plat marked Exhibit "A" which is attached hereto and made a part hereof and shown as to be abandoned across the property formerly known as The Carolina East Convenience Center, which said easements to be abandoned are described in Map Book 28 at Page 138, Book 563 at Page

556, and Book R49 at Page 598, Pitt County Public Registry, all as is more particularly shown on Exhibit "B" which is attached hereto and made a part hereof, to which reference is hereby made for a more particular and accurate description of the utility easements granted and to be abandoned; and

2. That the appropriate City Officials be and are hereby empowered to make, execute and deliver to RKM Greenville, LLC, a Florida limited liability company authorized to engage in business in North Carolina, or the current owner of such property encumbered by such easements in an instrument in a form suitable for recording to release whatever interests the City of Greenville, for the use and benefit of Greenville Utilities Commission, might have in and to such easements to be abandoned as hereinabove described.

Adopted this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF GREENVILLE

By \_\_\_\_\_  
ALLEN M. THOMAS, Mayor

(SEAL)

ATTEST:

\_\_\_\_\_  
CAROL L. BARWICK, Clerk



N.C. GRID (NAD 83)

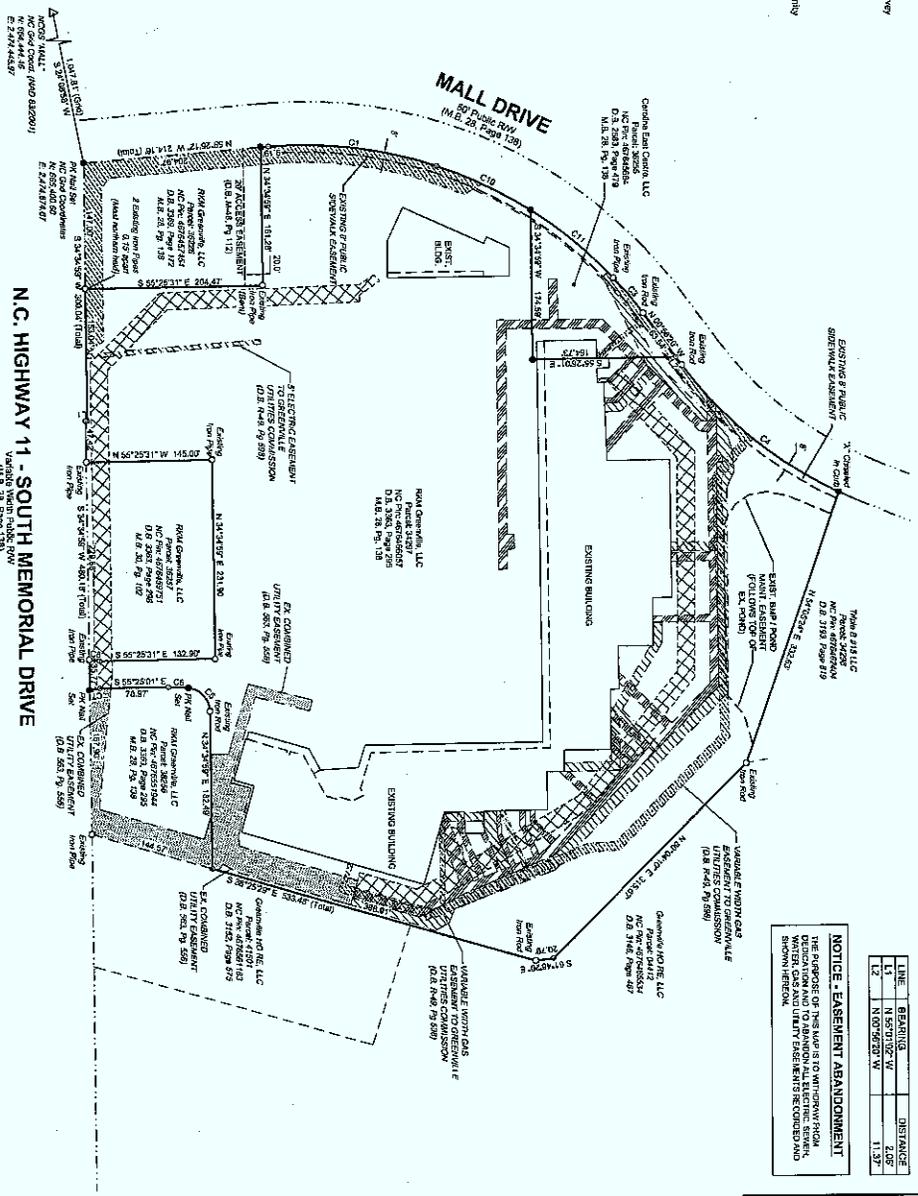
Attachment number 2  
Page 4 of 5

- NOTES:**
- All distances shown are horizontal measurements in U.S. Survey Feet.
  - Areas calculated by CAD software (coordinate geometry).
  - Existing utility improvements not shown (for clarity in property line mappings).
  - This property is not located in a special flood hazard zone, Community Flood #7, as shown on effective FEMA 07-07-2014, Zone X.

CHAIN	ROUND	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	408.55'	156.42'	547.49' ± 2.1"	S 84° 49' 21" E	237° 33' 58"
C2	405.55'	53.45'	504.28' ± 7.1"	S 04° 28' 57" E	67° 19' 27"
C3	472.34'	235.69'	531.42'	N 15° 19' 20" W	292° 35' 01"
C4	27.60'	40.04'	38.02'	S 89° 58' 21" E	89° 57' 29"
C5	31.03'	22.02'	34.10'	S 64° 52' 02" E	174° 44' 32"
C6	36.50'	15.52'	34.10'	N 43° 42' 01" W	174° 44' 32"
C7	465.95'	150.55'	120.25'	N 29° 02' 37" W	147° 23' 41"
C11	456.95'	134.75'	124.42'	N 14° 20' 28" W	144° 42' 37"

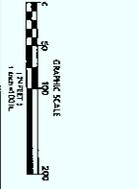
LINE	BEARING	DISTANCE
L1	N 50° 10' 27" W	2.05'
L2	N 68° 08' 29" W	1.13'

**NOTICE - EASEMENT ABANDONMENT**  
THE PURPOSE OF THIS MAP IS TO ABANDON FROM RECORDATION AND TO ABANDON ALL ELECTRIC, SEWER, GAS, AND UTILITY EASEMENTS ON THE PROPERTY SHOWN HEREON.



ALL WATER, SEWER, ELECTRIC AND GAS EASEMENTS SHOWN ON THIS PLAN ARE TO BE ABANDONED AS SHOWN ON THIS PLAN.

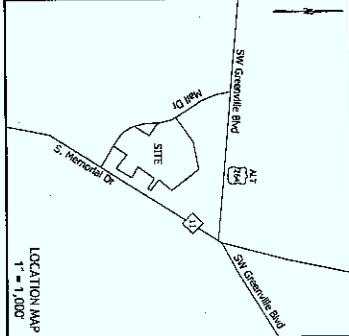
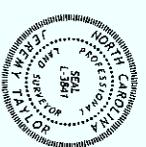
**EASEMENT ABANDONMENT PLAN FOR GREENVILLE UTILITIES COMMISSION**  
Greenville, Winterville Township, Pitt County, North Carolina



**LEGEND & ABBREVIATIONS**

- Existing Utility Easement
- Water Easement
- Gas Easement
- Sewer Easement
- Electric Easement
- Other Utility Easement
- Abandoned Utility Easement
- Other Utility Easement
- Other Utility Easement
- Other Utility Easement

DATE: 10/7/15  
REVISION: ORIGINAL ISSUE  
BY: JT  
MUNICIPAL COMMENTS:



- EASEMENT TO BE ABANDONED**
- Electric Easement (Abandon)
  - Sewer Easement (Abandon)
  - Water Easement (Abandon)
  - Gas Easement (Abandon)
  - Combined Utility Easement (Abandon)

**PROFESSIONAL ACKNOWLEDGMENT CERTIFICATION**  
I, Surveyor, certify that this map was drawn under my supervision and the following information was used to perform this survey:  
 (1) Class of Survey: Utility Easement (UAS)  
 (2) Name of Client: Greenville Utilities Commission  
 (3) Name of Surveyor: [Name]  
 (4) Date of Survey: May 2015  
 (5) Name of Project: [Name]  
 (6) Name of Property: [Name]  
 (7) Name of Parcel: [Name]  
 (8) Name of Parcel: [Name]  
 (9) Name of Parcel: [Name]

**BLANKET CERTIFICATION**  
I, Surveyor, certify that this map was drawn under my supervision and the following information was used to perform this survey:  
 (1) Name of Client: Greenville Utilities Commission  
 (2) Name of Surveyor: [Name]  
 (3) Date of Survey: May 2015  
 (4) Name of Project: [Name]  
 (5) Name of Property: [Name]  
 (6) Name of Parcel: [Name]  
 (7) Name of Parcel: [Name]  
 (8) Name of Parcel: [Name]

**REVIEW OFFICER OF PITT COUNTY, N.C., CERTIFY THAT THE MAP OR PLAN TO WHICH THIS CERTIFICATION IS REFERRED IS IN ACCORDANCE WITH ALL STATUTORY REQUIREMENTS FOR RECORDATION.**

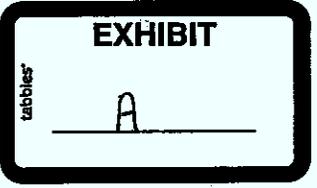
DATE: \_\_\_\_\_ BY: \_\_\_\_\_ REVIEW OFFICER

**OWNERSHIP: CAROLINA EAST CENTRE, LLC**  
ADDRESS: 4701 NC HIGHWAY 31 E, SUITE A  
PHONE: 823.752.4258

**OWNERSHIP: RMA GREENVILLE, LLC**  
ADDRESS: 147 2ND ST. S. SUITE 400  
PHONE: 252.883.3139

**IC TAYLOR LAND CONSULTANTS LLC**  
1441 N. CENTRAL AVE. SUITE 100  
GREENVILLE, NC 27601  
PHONE: 252.883.3139

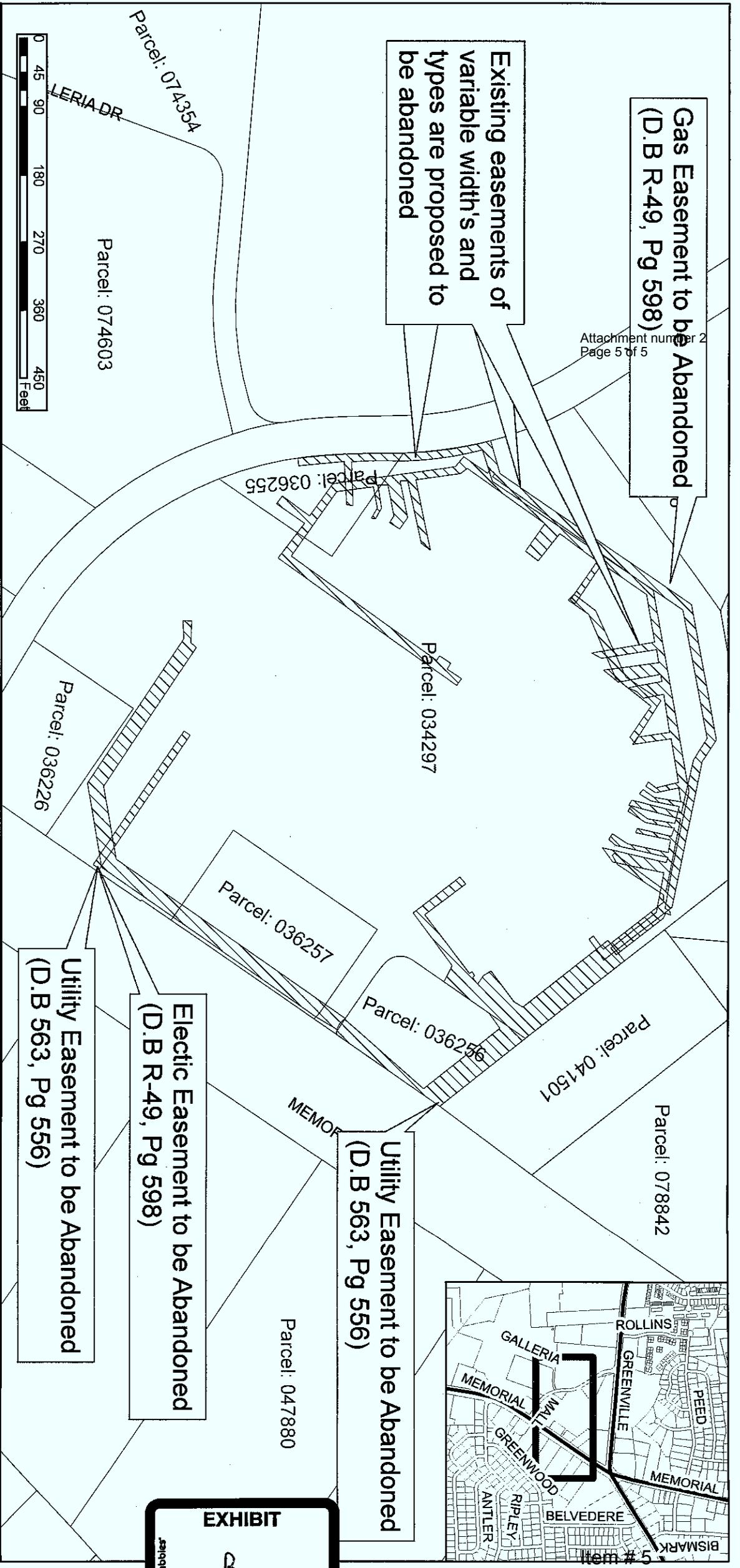
APPROVED: JT DATE: 10/07/2015  
CHECKED: BR SCALE: 1"=100'



**Gas Easement to be Abandoned**  
(D.B.R-49, Pg 598)

Attachment number 2  
Page 5 of 5

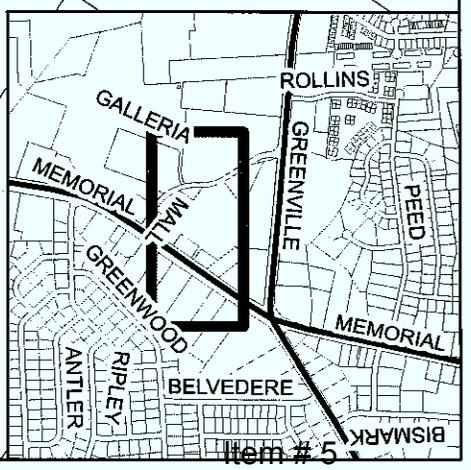
**Existing easements of variable width's and types are proposed to be abandoned**



**Utility Easement to be Abandoned**  
(D.B 563, Pg 556)

**Electric Easement to be Abandoned**  
(D.B.R-49, Pg 598)

**Utility Easement to be Abandoned**  
(D.B 563, Pg 556)



**EXHIBIT**  
B

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

**RKM Greenville LLC**  
WintervilleTWP, Pitt Co., NC

<b>Date Created:</b> 10/12/2015	 <b>Greenville Utilities</b> Greenville Utilities P.O Box 1847 Greenville, NC 27835 (252) 752-7166 Fax (252) 329-2172
<b>Created by:</b> GDS	
<b>Requested by:</b> Debra Miller	

Prepared by: Phillip R. Dixon, Attorney  
File: Greenville Utilities  
Post Office Box 1847  
Greenville, NC 27835

Attachment number 3  
Page 1 of 10

NORTH CAROLINA

**DEED OF RELEASE**

PITT COUNTY

THIS DEED OF RELEASE, made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Greenville, North Carolina, a municipal corporation in Pitt County, North Carolina, party of the first part (hereinafter called GRANTOR), and RKM GREENVILLE, LLC, a Florida limited liability company authorized to engage in business in North Carolina, party of the second part (hereinafter called GRANTEE).

**WITNESSETH**

THAT WHEREAS, the GRANTOR for the use and benefit of Greenville Utilities Commission currently owns utility easements, including water, sewer, gas, and electric, across property formerly known as The Carolina East Convenience Center by virtue of a dedication of a plat appearing of record in Map Book 28 at Page 138, Pitt County Public Registry, entitled "Carolina East Convenience Center, Greenville, Pitt County, NC" dated November 20, 1979, and revised December 6, 1979, prepared by Woolard F. Jefferson, Land Surveyor No. L-1405, McDavid Associates, Inc., Engineers – Planners - Land Surveyors, Farmville, NC, and Goldsboro, NC, dated October 2, 1979; and by virtue of (1) a Grant of All Utilities Easement dated February 20, 1995, appearing of record in Book 563 at Page 556, and (2) a Grant of Utility Easement dated January 27, 1981, appearing of record in Book R49 at Page 598, Pitt County Public Registry, to which reference is hereby made for a more particular and accurate description of such easements to be abandoned; and

WHEREAS, the current owner of the underlying fee interest in the subject property is now GRANTEE; and

WHEREAS, Greenville Utilities Commission has no further use or need for such easements to be abandoned and will be granted new easements contemporaneously with the redevelopment of said property; and

WHEREAS, Greenville Utilities Commission has requested that GRANTOR indicate formally that it has no claims or demands in such property encumbered by such utility easements as shown on the document marked Exhibit "A" which is attached hereto and made a part hereof entitled "Easement Abandonment Plat for Greenville Utilities Commission, Greenville, Winterville Township, Pitt County, North Carolina" prepared by Taylor Land Consultants, PLLC, License No. P-0829, 5448 Apex Peakway, #165, Apex, NC 27502, Telephone No. (919) 801-1104, dated October 7, 2015, all as is more particularly shown on Exhibit "B" which is attached hereto and made a part hereof, and to which reference is hereby made for a more particular and accurate description of the utility easements to be abandoned (including water, sewer, gas, electric, and all utility); and

WHEREAS, Greenville Utilities Commission has therefore requested GRANTOR to execute a Deed of Release to GRANTEE to indicate its abandonment and release of all such utility easements shown as to be abandoned on the attached Exhibits "A" and "B" (including water, sewer, gas, electric, and all utility); and

WHEREAS, the City Council of the GRANTOR, acting on the recommendation of Greenville Utilities Commission, has duly adopted the Resolution abandoning to GRANTEE, such utility easements, a copy of which said Resolution is attached hereto as Exhibit "C" and made a part hereof.

NOW THEREFORE, pursuant to and in accordance with said Resolution, GRANTOR does hereby remise, release, discharge and forever quitclaim unto GRANTEE, RKM GREENVILLE, LLC, as the current owner of the subject property, its successors and assigns, all the GRANTOR's rights, title and interest in and to such utility easements to be abandoned as shown on Exhibits "A" and "B" and to which reference is hereby made for a more particular and accurate description of such easements to be abandoned.

IN TESTIMONY WHEREOF, GRANTOR has caused this Deed of Release to be executed in its name by its Mayor, attested by the City Clerk, and its official seal hereto affixed, all by Resolution duly entered by the City Council of GRANTOR, on the day and year first above written.

CITY OF GREENVILLE, NORTH CAROLINA

By: \_\_\_\_\_  
ALLEN M. THOMAS, Mayor

[SEAL]

Attest:

CAROL L. BARWICK, City Clerk

Attachment number 3  
Page 3 of 10

NORTH CAROLINA

PITT COUNTY

I, \_\_\_\_\_, a Notary Public of the aforesaid County and State, certify that CAROL L. BARWICK personally came before me this day and acknowledged that she is City Clerk of the City of Greenville, North Carolina, and that by authority duly given and as the act of the City of Greenville, North Carolina, the foregoing instrument was signed in its name by its Mayor, sealed with its official seal and attested by her as its City Clerk.

WITNESS my hand and official stamp or seal, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

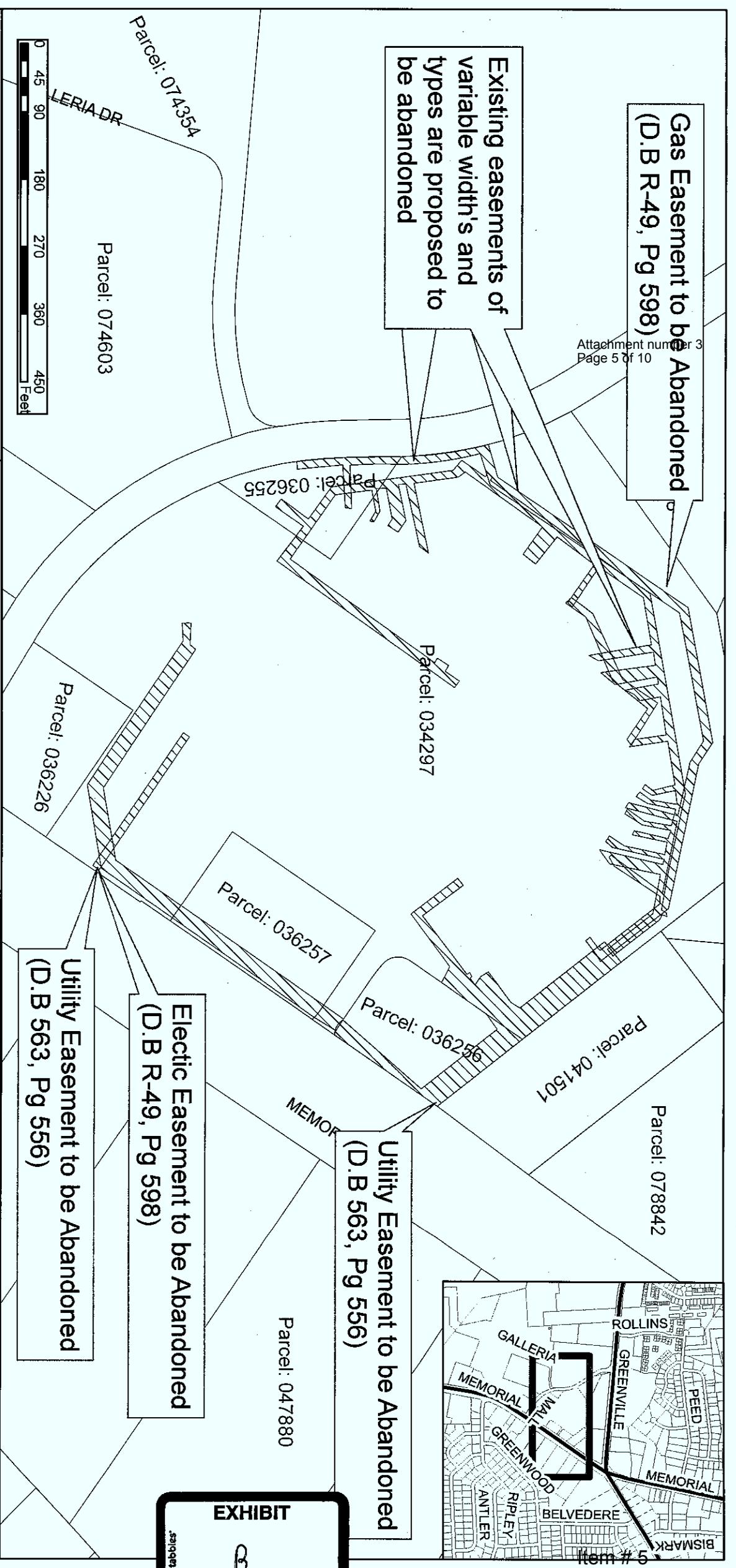
N:\LEGAL\Deeds of Release\Deed of Release (Hobby Lobby).docx



**Gas Easement to be Abandoned**  
(D.B.R-49, Pg 598)

Attachment number 3  
Page 5 of 10

**Existing easements of variable width's and types are proposed to be abandoned**



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

**RKM Greenville LLC**  
Winterville TWP, Pitt Co., NC

<b>Date Created:</b> 10/12/2015
<b>Created by:</b> GDS
<b>Requested by:</b> Debra Miller

**Greenville Utilities**



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

**EXHIBIT**  
B

RESOLUTION \_\_\_\_\_

RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF GREENVILLE, NORTH CAROLINA,  
ABANDONING CERTAIN UTILITY EASEMENTS INCLUDING WATER, SEWER,  
GAS, AND ELECTRIC, PREVIOUSLY GRANTED TO THE COMMISSION  
BY VIRTUE OF A DEDICATION BY PLAT APPEARING OF RECORD  
IN MAP BOOK 28 AT PAGE 138, PITT COUNTY PUBLIC REGISTRY,  
AND BY VARIOUS OTHER EASEMENT GRANTS  
FOR THE PROPERTY COMMONLY KNOWN AS  
THE CAROLINA EAST CONVENIENCE CENTER ON NC HWY 11  
(SOUTH MEMORIAL DRIVE), AND MALL DRIVE  
AND AUTHORIZING EXECUTION OF DEED OF RELEASE

Attachment number 3  
Page 6 of 10

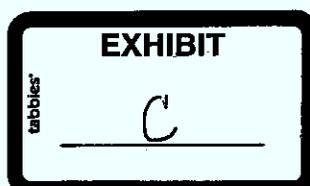
WHEREAS, Greenville Utilities Commission of the City of Greenville, North Carolina (hereinafter referred to as "Commission"), heretofore obtained certain utility easements, including water, sewer, gas, and electric, by virtue of a dedication of a plat appearing of record in Map Book 28 at Page 138, Pitt County Public Registry, entitled "Carolina East Convenience Center, Greenville, Pitt County, NC" dated November 20, 1979, and revised December 6, 1979, prepared by Woolard F. Jefferson, Land Surveyor No. L-1405, McDavid Associates, Inc., Engineers – Planners - Land Surveyors, Farmville, NC, and Goldsboro, NC, dated October 2, 1979; and

WHEREAS, the City of Greenville, for the use and benefit of Greenville Utilities Commission, was also granted certain utility easements by virtue of (1) a Grant of All Utilities Easement dated February 20, 1995, appearing of record in Book 563 at Page 556, and (2) a Grant of Utility Easement dated January 27, 1981, appearing of record in Book R49 at Page 598, Pitt County Public Registry; and

WHEREAS, the current owner of such property, RKM Greenville, LLC, a Florida limited liability company authorized to engage in business in North Carolina, has requested the Commission to abandon such easements hereinafter described as to be abandoned in order to allow for the development of such property, including the construction of a Hobby Lobby store containing approximately 55,000 square feet, more or less (5.08 acres), and for further future development of the subject property; and

WHEREAS, the existing buildings on the subject property have been recently demolished and an abandonment is necessary for the redevelopment of the subject property; and

WHEREAS, such utility easements are no longer needed by the Commission now or in the future.



Item # 5

WHEREAS, the City of Greenville, for the use and benefit of Greenville Utilities Commission, will receive new utility easements pursuant to such new development scheme; and

WHEREAS, the Commission therefore desires to abandon the easements heretofore granted for the development of The Carolina East Convenience Center by virtue of a dedication of a plat appearing of record in Map Book 28 at Page 138, Pitt County Public Registry, and by (1) a Grant of All Utilities Easement dated February 20, 1995, appearing of record in Book 563 at Page 556, and (2) a Grant of Utility Easement dated January 27, 1981, appearing of record in Book R49 at Page 598, Pitt County Public Registry, which said easements to be abandoned are shown on Exhibit "A" which is attached hereto and made a part hereof entitled "Easement Abandonment Plat for Greenville Utilities Commission, Greenville, Winterville Township, Pitt County, North Carolina" prepared by Taylor Land Consultants, PLLC, License No. P-0829, 5448 Apex Peakway, #165, Apex, NC 27502, Telephone No. (919) 801-1104, dated October 7, 2015, and to which reference is hereby made for a more particular and accurate description of the utility easements marked as to be abandoned (including water, sewer, gas, electric, and all utility); and

WHEREAS, the current owner of the subject property, RKM Greenville, LLC, a Florida limited liability company authorized to engage in business in North Carolina, has requested the City and the Commission to abandon such easements hereinafter described as to be abandoned in order to permit such new development; and

WHEREAS, the Commission deems such abandonment to be reasonable and in the best interest of the Commission and all parties, and request the City of Greenville to acknowledge such abandonment and release such easements as shown on the plat marked Exhibit "A" as to be abandoned as hereinafter described; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville, North Carolina, in Regular Session held in the Council Chambers of City Hall of the City of Greenville, North Carolina, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as follows:

1. That the City Council of the City of Greenville does hereby abandon all those utility easements including water, sewer, gas, and electric, as shown on that certain plat marked Exhibit "A" which is attached hereto and made a part hereof and shown as to be abandoned across the property formerly known as The Carolina East Convenience Center, which said easements to be abandoned are described in Map Book 28 at Page 138, Book 563 at Page

556, and Book R49 at Page 598, Pitt County Public Registry, to which reference is hereby made for a more particular and accurate description of the utility easements granted and to be abandoned; and

2. That the appropriate City Officials be and are hereby empowered to make, execute and deliver to RKM Greenville, LLC, a Florida limited liability company authorized to engage in business in North Carolina, or the current owner of such property encumbered by such easements in an instrument in a form suitable for recording to release whatever interests the City of Greenville, for the use and benefit of Greenville Utilities Commission, might have in and to such easements to be abandoned as hereinabove described.

Adopted this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF GREENVILLE

By \_\_\_\_\_  
ALLEN M. THOMAS, Mayor

(SEAL)

ATTEST:

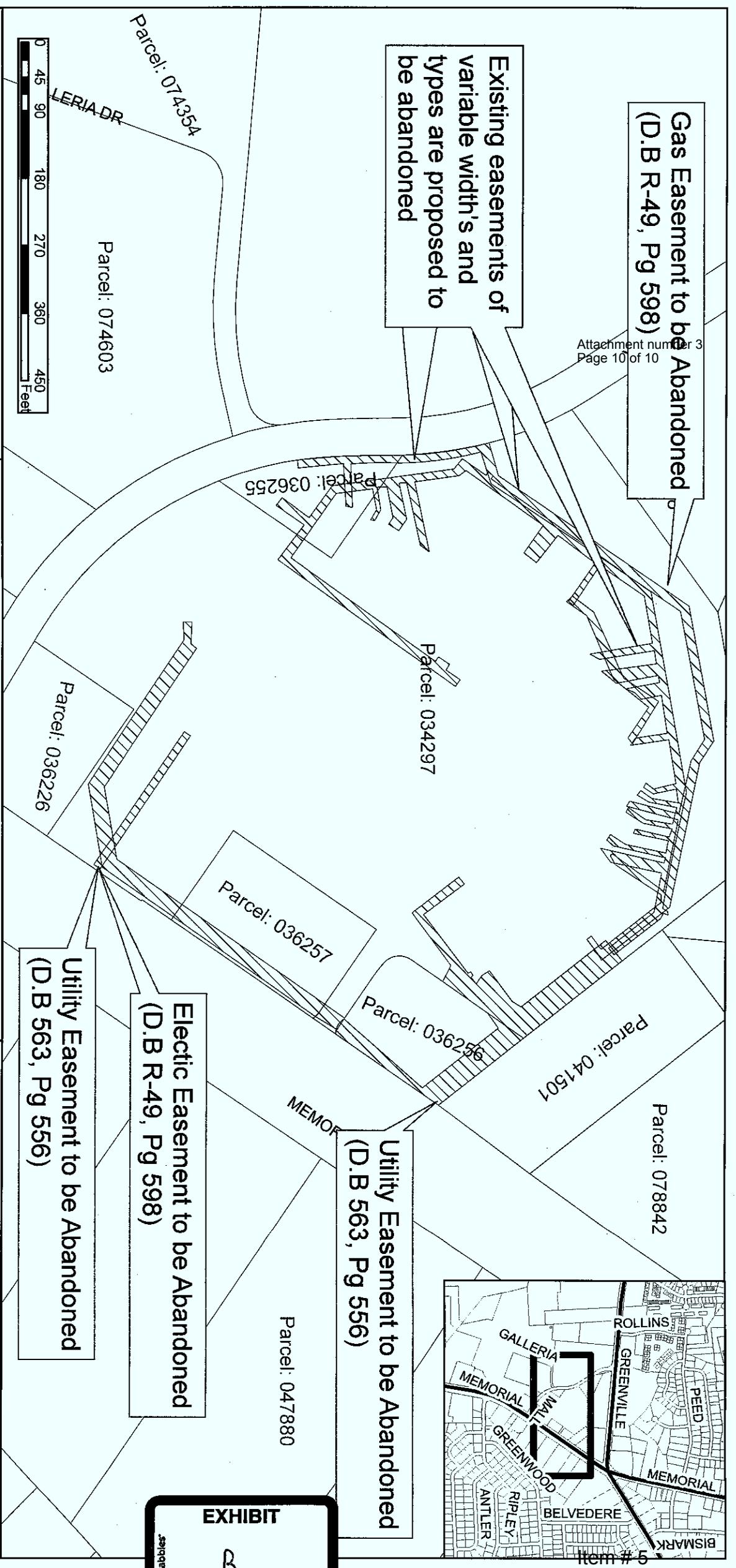
\_\_\_\_\_  
CAROL L. BARWICK, Clerk



**Gas Easement to be Abandoned  
(D.B.R-49, Pg 598)**

Attachment number 3  
Page 10 of 10

**Existing easements of  
variable width's and  
types are proposed to  
be abandoned**



**Electric Easement to be Abandoned  
(D.B.R-49, Pg 598)**

**Utility Easement to be Abandoned  
(D.B. 563, Pg 556)**

**Utility Easement to be Abandoned  
(D.B. 563, Pg 556)**

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



**RKM Greenville LLC  
Winterville TWP, Pitt Co., NC**

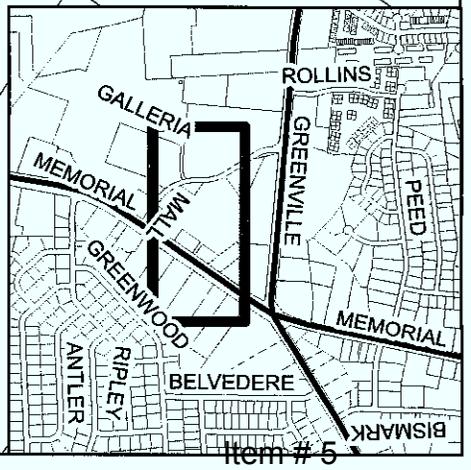
<b>Date Created:</b> 10/12/2015
<b>Created by:</b> GDS
<b>Requested by:</b> Debra Miller

**Greenville Utilities**



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

**EXHIBIT**  
**B**



Item # 5



# City of Greenville, North Carolina

Meeting Date: 11/9/2015  
Time: 6:00 PM

**Title of Item:** Agreement with the Pitt County Board of Education for a portion of the financing of the South Greenville Gymnasium Improvements and Additions

**Explanation:** **Abstract:** The South Greenville Gym Project involves renovations and major improvements to the South Greenville Recreation Center with the estimated cost of the project being \$2.7 million. \$2.1 million of the project cost is being financed by a financial arrangement with a private bank. The Pitt County Board of Education has agreed to provide \$600,000 to assist in financing the project since it will be using the gymnasium for its students on school days. Approval of the agreement relating to this contribution is required.

**Explanation:** The South Greenville Gym Project is located at 851 Howell Street. The existing park and the recreation center is owned by the City and is located on property owned by the City. The renovations consist of major improvements to the existing 6,690 square foot gymnasium and 12,210 of new building space. Site improvements include a new paved parking lot and 10,779 square feet of new sidewalks and driveways.

The anticipated cost of the South Greenville Gym Project is expected to be approximately Two Million Seven Hundred Thousand Dollars (\$2,700,000). The Pitt County Board of Education (PCS) has agreed to provide Six Hundred Thousand Dollars (\$600,000) for the cost of the South Greenville Gym Project. The remaining costs of the South Greenville Gym Project will be provided by the City through a financing arrangement with a private bank in an amount not to exceed Two Million One Hundred Thousand Dollars (\$2,100,000).

An Agreement to provide for this commitment for PCS to contribute the \$600,000 has been developed. A copy of the Agreement is attached. The Agreement provides that PCS is to provide its \$600,000 for the Project no later than November 30, 2015, and the City is to provide its \$2.1 million no later than December 18, 2015.

The Agreement provides that the City will be responsible for bidding and

contracting for the construction of the South Greenville Gym Project, that the City has the final approval authority of the plans and specifications for the South Greenville Gym Project, and that the City will use its best efforts to have the construction of the South Greenville Gym Project complete no later than October 31, 2016.

The Agreement provides that, upon completion of the construction of the South Greenville Gym Project, that PCS will be able to utilize the gymnasium, which is a component of the South Greenville Gym Project, in accordance with a use agreement to be developed by the City and PCS which sets forth the terms and conditions of the use by PCS of the gymnasium. The Agreement specifically states that such terms will include the exclusive use by PCS of the gymnasium on student instructional days on the school calendar adopted by PCS between the hours of 8:30 a.m. and 3:30 p.m. except when either (i) the use of the gymnasium is restricted due to maintenance or repair activities or emergency situations, (ii) PCS does not have scheduled use of the gymnasium by students, or (iii) otherwise agreed by the City and PCS. Other terms and conditions of the use agreement to be developed will include, but not to be limited to, provisions addressing matters such as available time for use, limitations on use, obligations relating to use, and obligations relating to operating and maintenance expenses. City staff have been advised that the South Greenville school year schedule may be modified to a "year-round" schedule.

**Fiscal Note:**

This Agreement results in the City receiving \$600,000 for the South Greenville Gym Project. The Project will involve an additional expenditure of the City of \$2.1 million through a financing arrangement with a private bank for a total project cost of \$2.7 million.

**Recommendation:**

It is recommended the City Council approve the Agreement with the Pitt County Board of Education for a portion of the financing of the South Greenville Gymnasium Improvements and Additions.

---

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Attachments / click to download

[SOUTH GREENVILLE GYMNASIUM IMPROVEMENTS AND ADDITIONS FINANCING AGREEMENT 1014799](#)

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## SOUTH GREENVILLE GYMNASIUM IMPROVEMENTS AND ADDITIONS FINANCING AGREEMENT

This AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the CITY OF GREENVILLE, a municipal corporation organized and existing pursuant to the laws of the State of North Carolina and hereinafter called “City”, and THE PITT COUNTY BOARD OF EDUCATION, a body corporate organized and existing pursuant to the laws of the State of North Carolina and hereinafter called “PCS.”

### WITNESSETH

WHEREAS, the City and PCS desire to renovate, expand and equip the existing gymnasium located at the South Greenville Park and Recreation Center including new building space as well as construct a new paved parking lot and sidewalks and driveways at the site (collectively, the “South Greenville Gym Project”) which is owned by the City; and

WHEREAS, the City and PCS wish to enter into this Agreement to set out the financial responsibilities of each party for the costs of financing the South Greenville Gym Project;

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

### 1. Purpose

---

1.1 Purpose: The purpose of this Agreement is to provide for the allocation of the responsibility between the City and PCS for providing the necessary financing for the costs of the South Greenville Gym Project. As set forth in Section 2.4, the parties will separately agree to all matters relating to the use by PCS of the gymnasium, which is a component of the South Greenville Gym Project.

### 2. Project Information

---

2.1 Subject Property: The South Greenville Gym Project is located at 851 Howell Street, Greenville, NC 27834. The existing park and the recreation center is owned by the City and is located on property owned by the City. The renovations consist of major improvements to the existing 6,690 square foot gymnasium, and 12,210 of new building space. Site improvements include a new paved parking lot and 10,779 square feet of new sidewalks and driveways.

2.2 Project Plans. After receipt and consideration of input from PCS, the City has determined the criteria for the construction and development of the South Greenville Gym Project. The City has retained an architect to prepare the plans and specifications consistent with the criteria determined by the City.

**Agreement**

*City of Greenville / Pitt County Schools*

2.3 Project Construction. The City shall be responsible for bidding and contracting for the construction of the South Greenville Gym Project. In the event the bids for construction would result in the total expenses to be incurred relating to the South Greenville Gym Project to exceed Two Million Seven Hundred Thousand Dollars (\$2,700,000), the City, at its option, may make modifications to the South Greenville Gym Project in order to reduce the amount of the total expenses to be incurred to an amount less than or equal to said budgeted amount or to an amended, increased budgeted amount determined by the City. The City has the final approval authority of the plans and specifications for the South Greenville Gym Project. The City will use its best efforts to have the construction of the South Greenville Gym Project complete no later than October 31, 2016.

2.4 Use Agreement. The City is the owner of the improvements which comprise the South Greenville Gym Project. It is understood and agreed that, upon completion of the construction of the South Greenville Gym Project, that PCS will be able to utilize the gymnasium, which is a component of the South Greenville Gym Project, in accordance with an agreement to be developed by the City and PCS which sets forth the terms and conditions of the use by PCS of the gymnasium; provided, however, such terms will include the exclusive use by PCS of the gymnasium on student instructional days on the school calendar adopted by PCS between the hours of 8:30 a.m. and 3:30 p.m. except when either (i) the use of the gymnasium is restricted due to maintenance or repair activities or emergency situations, (ii) PCS does not have scheduled use of the gymnasium by students, or (iii) otherwise agreed by the City and PCS. The terms and conditions of the agreement will include, but not to be limited to, provisions addressing matters such as available time for use, limitations on use, obligations relating to use, and obligations relating to operating and maintenance expenses. The City and PCS will in good faith negotiate the agreement, while taking into consideration the level of the financial contribution of PCS to the South Greenville Gym Project in accordance with the provisions of this Agreement and that the primary use of the gymnasium will be by the City as a recreational facility.

### 3. FINANCING.

---

3.1 Financing: The parties anticipate the cost of the South Greenville Gym Project will not exceed Two Million Seven Hundred Thousand Dollars (\$2,700,000). PCS hereby agrees to provide Six Hundred Thousand Dollars (\$600,000) for the costs of the South Greenville Gym Project. The remaining costs of the South Greenville Gym Project will be provided by the City. The City anticipates entering into a financing arrangement with a private bank in an amount not to exceed Two Million One Hundred Thousand Dollars (\$2,100,000). In the event the bids for construction would result in the total expenses to be incurred for the South Greenville Gym Project to exceed Two Million Seven Hundred Thousand Dollars (\$2,700,000), the City may make modifications to the South Greenville Gym Project to reduce the total expenses to be incurred in accordance with the provisions of Section 2.3. After the City has determined whether to make modifications to the South Greenville Gym Project, if any, to reduce the total expenses to be incurred in accordance with the provisions of Section 2.3, any additional necessary

**Agreement**

*City of Greenville / Pitt County Schools*

financing required to pay costs incurred for the South Greenville Gym Project will be provided by the City.

3.2 Timing: PCS agrees to provide its Six Hundred Thousand Dollars (\$600,000) for the South Greenville Gym Project to a depository designated by the City no later than November 30, 2015 and the City agrees to provide its Two Million One Hundred Thousand Dollars (\$2,100,000) for the South Greenville Gym Project to a depository designated by the City no later than December 18, 2015. In the event the bids for construction would result in the total expenses to be incurred for the South Greenville Gym Project to exceed Two Million Seven Hundred Thousand Dollars (\$2,700,000), the City may make modifications to the South Greenville Gym Project to reduce the total expenses to be incurred in accordance with the provisions of Section 2.3. After the City has determined whether to make modifications to the South Greenville Gym Project, if any, to reduce the total expenses to be incurred in accordance with the provisions of Section 2.3, any additional necessary financing required to pay costs incurred for the South Greenville Gym Project will be provided by the City in a timely manner as needed.

3.3 Use of Project: The City and PCS understand that the South Greenville Gym Project may be financed or refinanced with the proceeds of obligations the interest on which is intended to be excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code (the "Tax Exempt Bonds"). The City and PCS agree that in the event the proceeds of Tax Exempt Bonds are used to finance or refinance the South Greenville Gym Project, neither the City nor PCS shall use the Project or take any action with respect to their use of the South Greenville Gym Project through any agreement, event or program that would cause the Tax Exempt Bonds to become "private activity bonds" within the meaning of Section 141 of the Internal Revenue Code.

#### 4. Miscellaneous.

---

4.1 Merger and Modification. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, arrangements, and understandings, whether oral or written, between the parties. All negotiations, correspondence, and memorandums passed between the parties hereto are merged herein and this Agreement cancels and supersedes all prior agreements between the parties with reference thereto. No modifications of this Agreement shall be binding unless in writing, attached hereto, and signed by the party against whom or which it is sought to be enforced.

4.2 Waiver. No waiver of any rights or remedy shall be effective unless in writing and nevertheless shall not operate as a waiver of any other right or remedy or the same right or remedy on a future occasion.

4.3 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties and their successors and permitted assigns.

Agreement  
*City of Greenville / Pitt County Schools*

4.4 North Carolina Law. This Agreement shall be construed in accordance with the laws of North Carolina without giving effect to its conflict of laws principles.

4.5 Authority. Both PCS and the City have full and complete authority to enter into this Agreement and to assume the obligations referred to herein.

4.6 Continuing Obligation. The parties will make and execute all further instruments and documents, if any, required to carry out the purposes and intent of the Agreement.

4.7 Amendments. This Agreement shall not be modified or otherwise amended except in writing signed by the parties.

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

CITY OF GREENVILLE

THE PITT COUNTY BOARD OF  
EDUCATION

\_\_\_\_\_  
Barbara Lipscomb, City Manager

\_\_\_\_\_  
Ethan Lenker, Superintendent

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Cynthia Grady, Attorney  
The Pitt County Board of Education

PRE-AUDIT CERTIFICATION:

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

BY: \_\_\_\_\_  
Debra Baggett, Interim Finance Officer  
The Pitt County Board of Education

*Agreement*  
*City of Greenville / Pitt County Schools*

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) \_\_\_\_\_



# City of Greenville, North Carolina

Meeting Date: 11/9/2015  
Time: 6:00 PM

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

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

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

The Installment Financing Agreement will authorize the transaction between the City of Greenville and First Tennessee Bank. First Tennessee Bank will provide an interest rate of 2.75%.

Attached are the following:

1. Resolution approving the proposed Installment Agreement to finance the purchase of the recycling and roll-out carts
2. The Installment Agreement with First Tennessee Bank to enter into an agreement to borrow \$425,000 for the last installment, to purchase the recycling and roll-out carts
3. The term sheet with First Tennessee Bank, illustrating the terms for the borrowing

**Fiscal Note:** Annual debt service payment amounts are included in the Sanitation Fund 2015-2016 operating budget for the first two rounds and the first interest payment from

this agreement. The first principal amount of \$60,712 will be included in the fiscal year 2016-2017 operating budget for the third and final round. The debt service for this 7-year agreement is attached within the attached Installment Agreement. The annual debt service for the first year will be \$72,402 to include principal and interest.

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

---

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

**Attachments / click to download**

[📄 Resolution II for the Third Round of Sanitation Carts 1014756](#)

[📄 Agreement for Third Round Sanitation Carts 1014755](#)

[📄 2015 FTN Term Sheet 3rd Round 1014757](#)

---

A regular meeting of the City Council of the City of Greenville, North Carolina was held in the City Council Chamber at the City Hall in Greenville, North Carolina, the regular place of meeting, on \_\_\_\_\_, 2015 at 6:00 p.m.

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

\_\_\_\_\_

Absent: \_\_\_\_\_

\* \* \* \* \*

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

**RESOLUTION NO. 2015 - \_\_**

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

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

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

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

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

(a) a draft of the proposed Installment Financing Agreement, to be dated as of December 1, 2015 or another mutually agreeable date (the "Installment Financing Agreement"), between the City and the Bank, pursuant to which the Bank will make available to the City with which to finance the Project and costs relating to the execution and delivery of the Installment Financing Agreement, and the City will, among other requirements, be obligated to make Installment Payments (as defined in the Installment Financing Agreement) and certain other payments; and

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

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

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

Section 3. The forms, terms, and provisions of the Installment Financing Agreement are hereby approved in all respects, and the Mayor, the City Manager, the Director of Financial Services, the City Attorney, and the City Clerk (or any one of them) are hereby authorized and directed to execute and deliver the Installment Financing Agreement in an aggregate principal amount not to exceed \$425,000, in substantially the form presented at this meeting, together with any changes, modifications, and deletions as they, with the advice of counsel, may deem necessary and appropriate; such execution and delivery shall be conclusive evidence of the approval and authorization thereof by the City.

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

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

Adopted this the 9th day of November, 2015.

---

Allen M. Thomas  
Mayor

ATTEST:

---

Carol L. Barwick  
City Clerk

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

Ayes: \_\_\_\_\_

\_\_\_\_\_

Noes: \_\_\_\_\_

\* \* \* \* \*

I, Carol L. Barwick, Clerk of the City of Greenville, North Carolina, DO HEREBY CERTIFY that the foregoing accurately reflects the proceedings as recorded in the minutes of the City Council of said City at a meeting held on \_\_\_\_\_, 2015, and contains the verbatim text of Resolution No. \_\_-15 which was duly adopted by said City Council at said meeting.

WITNESS my hand and the official seal of said City, this \_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
City Clerk

[SEAL]

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

---

Bernita W. Demery  
Director of Financial Services

INSTALLMENT FINANCING AND SECURITY AGREEMENT

Dated as of December 1, 2015

between

CITY OF GREENVILLE, NORTH CAROLINA

and

FIRST TENNESSEE BANK

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## INSTALLMENT FINANCING AND SECURITY AGREEMENT

This INSTALLMENT FINANCING AND SECURITY AGREEMENT is dated as of [December 1, 2015] (the “Agreement”), between CITY OF GREENVILLE, a municipal corporation organized and existing under the laws of the State of North Carolina (the “Purchaser”), and FIRST TENNESSEE BANK., a national banking association duly organized and existing under the laws of the United States of America (the “Bank”).

### WITNESSETH:

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

WHEREAS, in accordance with the laws governing the actions of the Purchaser, including, but not limited to, Section 160A-20 of the General Statutes of North Carolina, and pursuant to a resolution of the City Council of Purchaser adopted on November 9, 2015, the Purchaser is authorized and permitted to finance the acquisition of certain equipment by contracts that create in the equipment a security interest to secure repayment of the advance of moneys made available to purchase such equipment;

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

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

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

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

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

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

## ARTICLE I

### DEFINITIONS AND EXHIBITS

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

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

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

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

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

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

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

“Equipment” means the equipment identified in Exhibit A attached hereto, as supplemented and amended from time to time, the cost of which is being paid by the Purchaser from the Advancement.

“Equipment Fund” means the account created pursuant to Section 3.1(a) in which the proceeds of the Advancement are deposited.

“Event of Nonappropriation” means (a) the failure by the Purchaser or Purchaser’s governing body to budget and appropriate in its budget for the ensuing Fiscal Year adopted on or about June 30 of each year an amount sufficient to pay all Installment Payments and any reasonably estimated additional payments under this Agreement coming due in the next ensuing

Fiscal Year or (b) the deletion from Purchaser's duly adopted budget of any appropriation for the purposes specified in clause (a). In the event that during any Fiscal Year, any additional payments shall become due that were not included in the Purchaser's current budget, and if there are no moneys available to pay such additional payments prior to the date upon which such additional payments are due, an Event of Nonappropriation shall be deemed to have occurred upon notice by the Bank to the Purchaser to such effect.

"Fiscal Year" means the period beginning on July 1 of any year and ending on June 30 of the following year.

"Installment Payment Date" means each of the dates set forth on the Installment Payment Schedule attached hereto as Exhibit B.

"Installment Payments" means the payments required to be paid by the Purchaser pursuant to Section 4.1 in order to repay the Advancement, as specified in Exhibit B.

"Investment Obligation" means any security or investment authorized by the law governing Purchaser, as may be amended from time to time, or any substitute or successor laws.

"Net Proceeds" means any proceeds of insurance paid with respect to the Equipment remaining after payment therefrom of any expenses (including attorneys' fees) incurred in the collection thereof.

"Permitted Encumbrances" means, and includes (a) liens for taxes, assessments and other governmental charges due but not yet payable; (b) landlord's, warehouseman's, carrier's, worker's, vendor's, mechanic's and materialmen's liens and similar liens incurred in the ordinary course of business remaining undischarged for not longer than 60 days from the filing thereof; (c) attachments remaining undischarged for not longer than 60 days from the making thereof; (d) the lien created by the security interest of the Bank in the Equipment; (e) this Agreement and (f) any lease of the Equipment permitted by Section 8.2(b).

"Purchaser" means the City of Greenville, North Carolina, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of North Carolina, and any successor entity.

"Scheduled Due Date" means the date the principal components of the Installment Payments would, but for acceleration, have become due and payable.

"State" means the State of North Carolina.

**SECTION 1.2**      **Exhibits.** The following exhibits are attached to, and by reference made a part of, this Agreement:

Exhibit A:      Description of the Equipment

Exhibit B:      Installment Payment Schedule

Exhibit C: Form of Requisition

## ARTICLE II

### REPRESENTATIONS OF THE PURCHASER AND BANK

#### **SECTION 2.1 Representations, Covenants and Warranties of the Purchaser.**

The Purchaser represents, covenants and warrants to the Bank as follows:

(a) The Purchaser is a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of North Carolina.

(b) The Constitution and laws of the State authorize the Purchaser to execute and deliver this Agreement and to enter into the transactions contemplated by and to carry out its obligations under this Agreement.

(c) The Purchaser has duly authorized and executed this Agreement in accordance with the Constitution and laws of the State.

(d) Neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any charter provision, restriction, agreement or instrument to which the Purchaser is now a party or by which the Purchaser is bound, or constitutes a default under any of the foregoing.

(e) No approval or consent is required from any governmental authority with respect to the entering into or performance by the Purchaser of this Agreement, and all other documents related thereto and the transactions contemplated hereby and thereby, or if such approval is required, it has been duly obtained.

(f) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or threatened against or affecting the Purchaser challenging the validity or enforceability of this Agreement, or any other documents relating hereto and the performance of the Purchaser's obligations hereunder and thereunder.

(g) The Purchaser will obtain or cause to be obtained all licenses, permits and other approvals of any other governmental entity having jurisdiction over the Purchaser or the Equipment that are necessary for the acquisition and operation of the Equipment.

**SECTION 2.2 Representations, Covenants and Warranties of the Bank.** The Bank represents, covenants and warrants to the Purchaser as follows:

(a) The Bank is a national banking association organized, existing and in good standing under and by virtue of the laws of the United States of America and has the power and authority to enter into this Agreement.

(b) Neither the execution and delivery of this Agreement nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of the organizational documents of the Bank or any restriction or any agreement or instrument to which the Bank is now a party or by which the Bank is bound.

### ARTICLE III

#### EQUIPMENT FUND

**SECTION 3.1**      **Creation of Equipment Fund.**    (a) In consideration of the covenants, warranties and representations contained herein, and in consideration of the Purchaser's promise to repay the advance of moneys hereunder and interest thereon in accordance with the payment schedule set forth in Exhibit B, the Bank hereby agrees to advance to the Purchaser at Closing moneys in the aggregate amount of \$425,000 (the "Advancement"). The Purchaser shall deposit the Advancement in a separate account established with the Bank designated the "City of Greenville Equipment Fund" (the "Equipment Fund"). The proceeds of the Advancement shall be deposited in the Equipment Fund at Closing and shall be applied, together with any investment earnings thereon, in accordance with the provisions of this Article.

(b) At the Closing, the parties shall execute and deliver the following (the "Closing Documents"): (i) original counterparts of this Agreement executed by the Purchaser and the Bank, (ii) information from the Purchaser necessary or appropriate for the Bank to file a UCC-1 financing statement securing its interest in the Equipment, (iii) a certificate of insurance from the Purchaser evidencing the existence of insurance naming the Bank as loss payee, as set forth in Section 5.1(c), (iv) an opinion of counsel to the Purchaser in form and substance acceptable to the Bank opining as to the existence, legal authority and power of the Purchaser to enter into this Agreement and the validity, binding effect and enforceability of this Agreement, (v) a Requisition Form from the Purchaser, (vi) the transfer by the Bank of the Advancement to the Equipment Fund, and (vi) all other documents and forms reasonably required or necessary in order to effectuate the terms of this Agreement.

**SECTION 3.2**      **Acquisition of Equipment.**    The Purchaser shall enter into one or more contracts or purchase orders providing for the acquisition of the Equipment. Upon acquisition of all Equipment financed with the Advancement the Purchaser shall supplement and amend Exhibit A hereto in order to provide a complete description of all Equipment so financed.

**SECTION 3.3**      **Investment.**    The Purchaser shall invest and reinvest the Equipment Fund solely in Investment Obligations, and investment earnings on the Equipment Fund shall be retained in the Equipment Fund pending disbursement in accordance with Section 3.4. Unless otherwise agreed between Bank and Purchaser, the Equipment Fund shall be invested in a U.S Treasury or equivalent investment. The Purchaser shall be solely responsible for ascertaining that all proposed investments and reinvestments comply with federal, state and local laws, regulations and ordinances governing investment of funds held pursuant to an arrangement similar in substance to the arrangement contemplated by this Agreement. Accordingly, the Bank shall not be responsible for any liability, cost, expense, loss or claim of

any kind, directly or indirectly arising out of or related to investment or reinvestment of all or a portion of the moneys held in the Equipment Fund, and the Purchaser hereby agrees, to the extent permitted by law, to release and indemnify and hold harmless the Bank from any such liability, cost, expense, loss or claim.

**SECTION 3.4**      **Disbursements.** Unless the Equipment Fund is earlier terminated in accordance with the provisions of Section 3.5, the moneys held in the Equipment Fund shall be used to pay the Closing Costs and the costs of the Equipment upon the prior written consent of the Bank to a written requisition of the Purchaser signed by an officer of Purchaser, or their designee, substantially in the form set forth in Exhibit C, together with any documents or other items of evidence as the Bank may determine to be necessary to determine the appropriateness of such requisition. A fee of \$25 per wire transfer will be applied to all disbursements. This fee will be deducted directly from moneys held in the Equipment Fund unless the Purchaser directs the Bank to invoice the Purchaser directly for any such fees or the Purchaser elects to set up transfer of funds by ACH debit. If the moneys held in the Equipment Fund and any other moneys provided by the Purchaser are insufficient to pay all of the Closing Costs and the costs of the Equipment, the Purchaser shall provide any balance of the funds needed to pay such Closing Costs and the costs of the Equipment. Any moneys remaining in the Equipment Fund (a) after the acquisition of the Equipment, as evidenced by a written certificate of completion executed by an officer of the Purchaser and delivered to the Bank stating that the Equipment has been acquired and that there are no liens against the Equipment other than the lien created by this Agreement, or (b) upon termination of this Agreement prior to such acquisition, shall be used to pay the interest component of the next scheduled Installment Payment.

**SECTION 3.5**      **Termination.** The Equipment Fund shall be terminated at the earliest of (a) the final distribution of moneys from the Equipment Fund, (b) written notice given by the Bank of an event of default by the Purchaser under this Agreement and (c) the termination of this Agreement.

**SECTION 3.6**      **Reliance of Bank on Documents.** The Bank may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Bank shall not be liable in any manner for the sufficiency or correctness as to the form, manner of execution, or validity of any instrument or as to the identity, authority, or right of any person executing the same; and the Bank's duties hereunder shall be limited to the receipt of such moneys, instruments or other documents received by it as the Bank, and for the disposition of the same in accordance herewith.

**SECTION 3.7**      **Disclaimer of Bank.** The Purchaser acknowledges and agrees that the design and specifications of the Equipment has not been made by the Bank, and the Bank has not supplied any plans or specifications with respect thereto and that the Bank (a) is not a manufacturer of, nor a dealer in, any of the component parts of the Equipment or similar Equipment, (b) has not made any recommendation, given any advice nor taken any other action with respect to (i) the choice of any supplier, vendor or designer of, or any other contractor with respect to, the Equipment or any component part thereof or any property or rights relating thereto, or (ii) any action taken or to be taken with respect to the Equipment or any component

part thereof or any property or rights relating thereto at any stage of the acquisition thereof, (c) has not at any time had physical possession of the Equipment or any component part thereof or made any inspection thereof or any property or rights relating thereto, and (d) has not made any warranty or other representation, express or implied, that the Equipment or any component part thereof or any property or rights relating thereto (i) will not result in or cause injury or damage to persons or property, (ii) has been or will be properly designed, or will accomplish the results which the Purchaser or the Commission intends therefor, or (iii) is safe in any manner or respect.

THE BANK MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT OR ANY COMPONENT PART THEREOF TO THE PURCHASER OR ANY OTHER CIRCUMSTANCE WHATSOEVER WITH RESPECT THERETO, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE MERCHANTABILITY OR THE FITNESS OR SUITABILITY THEREOF FOR ANY PURPOSE; THE DESIGN OR CONDITION THEREOF; THE SAFETY, WORKMANSHIP, QUALITY OR CAPACITY THEREOF; COMPLIANCE THEREOF WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO; ANY LATENT DEFECT; THE TITLE TO OR INTEREST OF THE BANK THEREIN BEYOND THAT TITLE OR INTEREST WHICH THE PURCHASER OBTAINS FROM THE BANK PURSUANT HERETO; THE ABILITY THEREOF TO PERFORM ANY FUNCTION; THAT THE PROCEEDS DERIVED FROM THE ADVANCEMENT WILL BE SUFFICIENT, TOGETHER WITH ANY OTHER AVAILABLE FUNDS OF THE PURCHASER OR COMMISSION, TO PAY THE COST OF ACQUIRING THE EQUIPMENT; OR ANY OTHER CHARACTERISTICS OF THE EQUIPMENT, IT BEING AGREED THAT ALL RISKS RELATING TO THE EQUIPMENT, THE ACQUISITION THEREOF OR THE TRANSACTIONS CONTEMPLATED HEREBY ARE TO BE BORNE BY THE PURCHASER, AND THE BENEFITS OF ANY AND ALL IMPLIED WARRANTIES AND REPRESENTATIONS OF THE BANK ARE HEREBY WAIVED BY THE PURCHASER.

#### ARTICLE IV

#### REPAYMENT OF THE ADVANCEMENT; SECURITY FOR REPAYMENT

**SECTION 4.1**      **Repayment of the Advancement.** (a) The Purchaser shall repay the Advancement, with interest, computed at the rate of 2.75% per annum, calculated on a 30/360 basis, in installments of principal and interest due at the times and in the amounts set forth in Exhibit B.

(b) All payments required to be made to the Bank hereunder shall be made at the Bank's principal office at the address set forth in Section 11.1 or as may otherwise be directed by the Bank.

**SECTION 4.2**      **Budget and Appropriation.** (a) The officer of the Purchaser at any time charged with the responsibility for formulating budget proposals shall include in the budget proposals for review and consideration by the governing body of the Purchaser in any

Fiscal Year in which this Agreement shall be in effect, items setting forth appropriations for all Installment Payments and any additional payments required for such Fiscal Year under this Agreement. Any budget item referred to in this Section shall be deleted from the applicable budget by the Purchaser only by the adoption of a resolution to such effect containing a statement of its reasons therefor, which resolution shall be adopted by and spread upon the minutes of the governing body of the Purchaser. The Purchaser shall notify the Bank in writing of any intent to delete Installment Payments and any additional payments under this Agreement in any applicable budget prior to the Purchaser's presentation of such resolution to its governing body for adoption. The Purchaser shall furnish the Bank with copies of its annual budget promptly after its adoption and copies of any amended budget affecting appropriations for Installment Payments or additional payments required under this Agreement. The Purchaser shall provide written notice of any Event of Nonappropriation to the Bank within 24 hours of such action. This Agreement shall not directly or indirectly or contingently obligate the Purchaser to make payments beyond the amount appropriated for such purpose.

(b) NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE PURCHASER WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A DELEGATION OF GOVERNMENTAL POWERS NOR AS A DONATION BY OR A LENDING OF THE CREDIT OF THE PURCHASER WITHIN THE MEANING OF THE CONSTITUTION OF THE STATE. THIS AGREEMENT SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE PURCHASER TO MAKE ANY PAYMENTS BEYOND THOSE MADE FROM THE NET RECEIPTS OF THE COMMISSION APPROPRIATED FOR ANY FISCAL YEAR IN WHICH THIS AGREEMENT IS IN EFFECT; PROVIDED, HOWEVER, THAT ANY FAILURE OR REFUSAL BY THE PURCHASER TO APPROPRIATE FUNDS WHICH RESULTS IN THE FAILURE BY THE PURCHASER TO MAKE ANY PAYMENT COMING DUE HEREUNDER WILL IN NO WAY OBVIATE THE OCCURRENCE OF THE EVENT OF DEFAULT RESULTING FROM SUCH NONPAYMENT. NO DEFICIENCY JUDGMENT MAY BE RENDERED AGAINST THE PURCHASER IN ANY ACTION FOR BREACH OF A CONTRACTUAL OBLIGATION UNDER THIS AGREEMENT IN VIOLATION OF APPLICABLE LAW AND THE TAXING POWER OF THE PURCHASER IS NOT AND MAY NOT BE PLEDGED DIRECTLY OR INDIRECTLY OR CONTINGENTLY TO SECURE ANY MONEYS DUE UNDER THIS AGREEMENT.

No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of the Purchaser's moneys, nor shall any provision of this Agreement restrict the future issuance of any of the Purchaser's bonds or moneys. To the extent of any conflict between this Section and any other provision of this Agreement, this Section shall take priority.

**SECTION 4.3**      **Security Agreement.** Title to the Equipment and any and all additions, repairs, replacements or modifications thereto shall be in the Purchaser from and after the date of execution and delivery of this Agreement so long as the Purchaser shall not be in default hereunder and shall vest permanently in the Purchaser on the payment of all Installment Payments, free and clear of any lien or security interest of the Bank therein.

To secure all obligations of the Purchaser hereunder, the Purchaser hereby grants to the Bank a security interest in any and all of the Purchaser's right, title and interest in and to the Equipment, all additions, attachments, accessions, substitutions and replacements thereto, and any and all proceeds thereof, including without limitation, proceeds of insurance thereon. The Purchaser agrees to provide all necessary information and to execute and deliver all documents, instruments and financing statements requested by the Bank as are necessary or appropriate to perfect or maintain the security interest granted hereby and to maintain the Bank's security interest in the items of personal property constituting the Equipment purchased pursuant to Section 3.2 hereof. A UCC-1 financing statement naming the Purchaser as debtor, Bank as secured party and Equipment as collateral shall be filed with the North Carolina Secretary of State upon Closing.

The Equipment is, and shall at all times be and remain, personal property notwithstanding that the Equipment or any part thereof may now be, or hereafter become, in any manner affixed or attached to, or imbedded in, or permanently resting upon, real property or any building thereon or any fixtures, or attached in any manner to what is permanent by any means of cement, plaster, nails, bolts, screws or otherwise. Upon request of the Bank, the Purchaser shall obtain, as to any place where the Equipment is located, a waiver from the landlord and mortgagee thereof with respect to any rights they may have in and to the Equipment or the rights of levy or seizure thereon.

**SECTION 4.4**        **No Set-Off; Recoupment, Etc.** Subject to Section 4.2 and the Enforcement Limitation, the obligation of the Purchaser to make the Installment Payments hereunder and to perform and observe the other covenants of this Agreement shall be absolute and unconditional, and the Purchaser will pay without abatement, diminution or deduction all such amounts regardless of any cause or circumstance whatsoever, including, without limitation, any defense, set-off, recoupment or counterclaim that the Purchaser may have against the Bank.

## ARTICLE V

### INSURANCE

**SECTION 5.1**        **Insurance.** (a) The Purchaser shall, during the term of this Agreement and at all times before all Installment Payments have been paid, continuously insure the Equipment, or cause the Equipment to be insured, against loss or damage to any portion of the Equipment in an amount equal to 100% of the actual cash value of such Equipment (subject to a deductible clause not to exceed \$100,000 for any one loss), paying as the same become due all premiums in respect thereof. The policy providing for such insurance shall name the Bank as loss payee. In addition the Purchaser shall (i) maintain a comprehensive general liability policy or policies in protection of the Purchaser, its officers, agents and employees, which policy or policies shall cover such losses and shall have such deductible amounts as shall be satisfactory to the Bank and (ii) maintain workers' compensation insurance to insure its employees against liability for workers' compensation under the laws of the State.

(b) The insurance coverage required under this Section may be maintained under a blanket policy covering other properties of the Purchaser.

(c) The Purchaser shall cause to be delivered to the Bank at Closing and then annually on or about July 1 of each year a certificate or other evidence showing that the insurance policies required or permitted by this Agreement are in full force and effect.

(d) The Purchaser shall cooperate fully with the Bank in filing any proof of loss with respect to any insurance policy maintained pursuant to this Section.

## ARTICLE VI

### DAMAGE AND DESTRUCTION; USE OF NET PROCEEDS

**SECTION 6.1 Obligation of the Purchaser to Repair and Replace the Equipment.** Unless applied to the payment in full of the remaining Installment Payments pursuant to Section 6.2, the Purchaser shall cause the Net Proceeds of any insurance policies to be deposited in a separate fund maintained by the Purchaser with the Bank or its designee. Except as set forth in Section 6.2, all Net Proceeds so deposited shall be applied to the prompt repair, restoration or replacement of the Equipment and shall be disbursed upon receipt of requisitions of the Purchaser approved by the Bank, stating, with respect to each payment to be made, (a) the requisition number; (b) the name and address of the person, firm or corporation to whom payment is due; (c) the amount to be paid; and (d) that each obligation mentioned therein has been properly incurred, is a proper charge against the separate trust fund, and has not been the basis of any previous withdrawal and specifying in reasonable detail the nature of the obligation, accompanied by a bill or a statement of account for such obligation. The Bank shall cooperate with the Purchaser in the administration of such fund and shall not unreasonably withhold its approval of requisitions under this Section. Any repair, restoration, modification, improvement or replacement paid for in whole or in part out of such Net Proceeds shall be the property of the Purchaser, subject to the Bank's security interest and free and clear of all liens and encumbrances other than Permitted Encumbrances, and shall become part of the Equipment subject to the security interest under this Agreement. The Purchaser shall promptly notify the Bank of the receipt of any Net Proceeds by the Purchaser relating to the Equipment.

**SECTION 6.2 Insufficiency of Net Proceeds; Discharge of the Obligation of the Purchaser to Repair the Equipment.** (a) If the Net Proceeds shall be insufficient to pay in full the cost of repair, restoration or replacement of the Equipment, the Purchaser may elect to complete the work and pay any cost in excess of the amount of the Net Proceeds, and the Purchaser agrees that, if by reason of any such insufficiency of the Net Proceeds, the Purchaser shall make any payments pursuant to the provisions of this subsection (a), the Purchaser shall not be entitled to any reimbursement therefor from the Bank, nor shall the Purchaser be entitled to any abatement or diminution of the Installment Payments payable under Section 4.1.

(b) If the Purchaser elects not to apply the Net Proceeds to the repair, restoration or replacement of the Equipment, the Purchaser may transfer such Net Proceeds to or at the direction of the Bank to be held in escrow to be used for the payment of the scheduled Installment Payments as they come due. In the event the amount of such Net Proceeds exceeds the amount necessary to pay the remaining Installment Payments as they come due, such excess shall be paid to or retained by the Purchaser.

Within 90 days following the receipt of Net Proceeds, unless a further extension is approved by the Bank, the Purchaser shall commence the repair, restoration or replacement of the Equipment, or shall elect, by written notice to the Bank, to apply the Net Proceeds to the payment of the Installment Payments as they come due and transfer such Net Proceeds to the Bank to be held in escrow for such purpose. For purposes of this subsection, “commence” shall include the retention of an engineer in anticipation of the repair, restoration, modification, improvement or replacement of the Equipment. In the event that the Purchaser shall, after commencing the repair, restoration, modification, improvement or replacement of the Equipment, determine that the Net Proceeds (plus any amount withheld therefrom by reason of any deductible clause) shall be insufficient for the accomplishment thereof, the Purchaser may, subject to the provisions set forth above, elect to apply the Net Proceeds to the payment of the Installment Payments as they come due.

**SECTION 6.3**      **Cooperation of the Bank.** The Bank shall cooperate fully with the Purchaser in filing any proof of loss with respect to any insurance policy covering the events specified in Section 5.1. In no event shall the Bank or the Purchaser voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim with respect to the Equipment without the written consent of the other.

## ARTICLE VII

### COVENANTS OF THE PURCHASER

**SECTION 7.1**      **Access to the Equipment and Inspection.** The Bank and its agents and employees shall have the right, at all reasonable times during normal business hours of the Purchaser upon the furnishing of reasonable notice to the Purchaser under the circumstances, to examine and inspect the Equipment and to examine and copy the books and records of the Purchaser insofar as such books and records relate to the Equipment. No right of inspection shall be deemed to impose on the Bank any duty or obligation whatsoever to undertake any inspection, and no inspection made by the Bank shall be deemed to impose upon the Bank any duty or obligation to identify any defects in the Equipment or to notify any person with respect thereto.

**SECTION 7.2**      **Maintenance, Utilities, Taxes and Assessments.**

(a) Subject to the Enforcement Limitation, the Purchaser shall provide for the repair and replacement of the Equipment required on account of ordinary wear and tear or want of care.

(b) Subject to the Enforcement Limitation, the Purchaser shall also pay, or provide for the payment of, all taxes and assessments, including, but not limited to, utility charges of any type or nature levied, assessed or charged against the Equipment; provided, however, that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Purchaser shall be obligated to pay only such installments as are required to be paid as and when the same become due.

(c) The Purchaser may, at the Purchaser's expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom; provided, however, that prior to such nonpayment, the Purchaser shall furnish to the Bank an opinion of counsel acceptable to the Bank to the effect that, by nonpayment of any such items, the interest of the Bank in the Equipment will not be materially endangered and that the Equipment will not be subject to loss or forfeiture. Otherwise, subject to the Enforcement Limitation, the Purchaser shall promptly pay such taxes, assessments or charges or make provisions for the payment thereof.

**SECTION 7.3**      **Modification of the Equipment.** The Purchaser shall, in its sole discretion and at its own expense, have the right to make additions, modifications and improvements to the Equipment if such additions, modifications or improvements are necessary or beneficial for the use of the Equipment. Such additions, modifications and improvements shall not in any way damage the Equipment (unless such damage is to be repaired as provided in Section 6.1) or cause the Equipment to be used for purposes other than those authorized under the provisions of law, and the Equipment, upon completion of any additions, modifications and improvements made pursuant to this Section, shall be of a value which is not less than the value of the Equipment immediately prior to the making of such additions, modifications and improvements. The Equipment, as so modified, shall be subject to the lien of Bank's security interest as set forth herein.

**SECTION 7.4**      **Encumbrances.** Except for Permitted Encumbrances, Purchaser shall not, directly or indirectly, create, incur, assume, suffer or permit to exist any mortgage, pledge, lien, charge, security interest, encumbrance or claim, as applicable, on or with respect to the Equipment, including, without limitation, labor or materials furnished in connection with any additions, modifications or improvements made to the Equipment by Purchaser pursuant to Section 7.3. Except as expressly provided in this Article and subject to the Enforcement Limitation, the Purchaser shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such pledge, lien, charge, encumbrance or claim for which it is responsible if the same shall arise at any time; provided, however, that the Purchaser may contest any such lien, charge, encumbrance or claim if it desires to do so and if it provides the Bank with full security against any loss or forfeiture which might arise from the nonpayment of any such item in form satisfactory to the Bank. Purchaser shall reimburse Bank for any expense, including reasonable attorney fees, incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, security interest, encumbrance or claim.

**SECTION 7.5**      **Indemnification of the Bank.** To the extent permitted by law, the Purchaser covenants to defend, indemnify and hold harmless the Bank and its officers, directors, members, employees and agents (collectively, the "Indemnified Party") against any and all losses, claims, damages or liabilities, joint or several, including fees and expenses incurred in connection therewith, to which such Indemnified Party may become subject under any statute or at law or in equity or otherwise in connection with the transactions contemplated by this Agreement and shall reimburse any such Indemnified Party for any legal or other expenses incurred by it in connection with investigating any claims against it and defending any actions, insofar as such losses, claims, damages, liabilities or actions arise out of the transactions

contemplated by this Agreement. In particular, without limitation, the Purchaser shall and hereby agrees to indemnify and save the Indemnified Party harmless from and against all claims, losses and damages, including legal fees and expenses, arising out of any breach or default on the part of the Purchaser in the performance of any of its obligations under this Agreement.

**SECTION 7.6 Financial Statements.** The Purchaser agrees that it will furnish the Bank, when the same become available, but in no event later than 180 days after the end of the Fiscal Year, its audited comprehensive annual financial statements and information regarding its annual budget as submitted or approved.

## ARTICLE VIII

### ASSIGNMENT, LEASING AND AMENDMENT

**SECTION 8.1 Assignment by the Bank.** The Bank may assign all or any part of its security interest in the Equipment or its interest in this Agreement, including, without limitation, the Bank's rights to receive the Installment Payments and any additional payments due and to become due hereunder, without the prior written consent of the Purchaser.

**SECTION 8.2 Assignment by the Purchaser.** (a) This Agreement may not be assigned by the Purchaser, without the prior written consent of Bank.

(b) The Purchaser may lease the Equipment, upon prior written notice to the Bank, subject to all of the following conditions:

(i) the obligation of the Purchaser to make Installment Payments hereunder shall remain obligations of the Purchaser;

(ii) the Purchaser shall within thirty (30) days prior to the execution and delivery of any such lease, furnish or cause to be furnished to the Bank, a true and complete copy of the form of such lease; and

(iii) the lease by the Purchaser shall not cause the Equipment to be used for a purpose other than a governmental or proprietary function of the Purchaser authorized under the provisions of the Constitution and laws of the State and shall not cause the interest component of the Installment Payments to be includable in gross income of the Bank for federal income tax purposes.

## ARTICLE IX

### EVENTS OF DEFAULT AND REMEDIES

**SECTION 9.1 Events of Default Defined.** The following shall be "events of default" under this Agreement and the terms "events of default" and "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

(a) The failure by the Purchaser to pay any Installment Payment required to be paid hereunder when due.

(b) The occurrence of an Event of Nonappropriation.

(c) Failure by the Purchaser to observe and perform any warranty, covenant, condition or agreement on its part to be observed or performed herein or otherwise with respect hereto other than as referred to in clause (b) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to the Purchaser by the Bank; provided, however, that if the failure stated in the notice cannot be corrected within the applicable period and if corrective action is instituted by the Purchaser within the applicable period and diligently pursued, the Purchaser shall have such additional period of time to correct the failure as shall be necessary to correct such failure so long as such correction is diligently pursued.

(d) The Purchaser becomes insolvent or the subject of insolvency proceedings; or is unable, or admits in writing its inability, to pay its debts as they mature; or makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its property; or files a petition or other pleading seeking reorganization, composition, readjustment or liquidation of assets, or requesting similar relief; or applies to a court for the appointment of a receiver for it or for the whole or any part of its property; or has a receiver or liquidator appointed for it or for the whole or any part of its property (with or without the consent of the Purchaser) and such receiver is not discharged within ninety (90) consecutive days after his appointment; or becomes the subject of an "order for relief" within the meaning of the United States Bankruptcy Code; or files an answer to a creditor's petition admitting the material allegations thereof for liquidation, reorganization, readjustment or composition or to effect a plan or other arrangement with creditors or fails to have such petition dismissed within sixty (60) consecutive days after the same is filed against the Purchaser.

(e) Any warranty, representation or statement made by the Purchaser herein or any other document executed and delivered by the Purchaser in connection herewith is found to be incorrect or misleading in any material respect as of the date made.

**SECTION 9.2 Remedies on Default.** Upon the occurrence of any event of default under Section 9.1, the Bank may, without any further demand or notice, exercise any one or more of the following remedies:

(a) declare the entire amount of the principal component of the Installment Payments and the accrued and unpaid interest component to the date of declaration to be immediately due and payable;

(b) exercise all remedies available at law or in equity and/or in connection with Bank's security interest, including sale of the Equipment, and apply the proceeds of any such sale or other disposition, after deducting all costs and expenses, including court costs and reasonable attorneys' fees incurred with the recovery, repair, storage and other sale or other

disposition costs, toward the principal component and accrued and unpaid interest of the balance of Installment Payments due; and

(c) subject to the Enforcement Limitation, proceed by appropriate court action to enforce performance by the Purchaser of the applicable covenants of this Agreement or to recover for the breach thereof.

**NOTWITHSTANDING ANY OTHER PROVISIONS HEREIN, IT IS THE INTENT OF THE PARTIES HERETO TO COMPLY WITH THE LAWS OF THE STATE OF NORTH CAROLINA, AS AMENDED. NO DEFICIENCY JUDGMENT MAY BE ENTERED AGAINST THE PURCHASER IN FAVOR OF THE BANK OR ANY OTHER PERSON IN VIOLATION OF SAID LAWS, INCLUDING, WITHOUT LIMITATION, ANY DEFICIENCY JUDGMENT FOR AMOUNTS THAT MAY BE OWED HEREUNDER WHEN THE SALE OF ALL OR ANY PORTION OF THE EQUIPMENT IS INSUFFICIENT TO PRODUCE ENOUGH MONEYS TO PAY IN FULL ALL REMAINING OBLIGATIONS HEREUNDER.**

**SECTION 9.3**      **No Remedy Exclusive.** No remedy conferred herein upon or reserved to the Bank is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. To the extent permitted by law, any delay or omission to exercise any right or power accruing upon any default shall not impair any such right or power nor shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Bank to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice other than such notice as may be required in this Article or by law.

**SECTION 9.4**      **Agreement to Pay Attorneys' Fees and Expenses.** In the event the Purchaser should default under any of the provisions hereof and the Bank should employ attorneys or incur other expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the Purchaser contained herein, the Purchaser agrees that it will pay on demand to the Bank, subject to the limitations and provisions of the laws of the State of North Carolina, as amended, the reasonable fees of such attorneys and such other expenses so incurred by the Bank. For purposes of this Section, the reasonable fees of attorneys shall mean attorneys' fees actually incurred at such attorneys' standard hourly rate for such services and shall not be based on any percentage of the outstanding amount due; provided, however that such attorneys' fees shall not exceed the maximum amount permitted by law.

**SECTION 9.5**      **No Additional Waiver Implied by One Waiver.** In the event any provision contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder except as may be provided by law.

## ARTICLE X

### PREPAYMENT OF INSTALLMENT PAYMENTS

**SECTION 10.1**     Prepayment of Installment Payments.     The Purchaser may prepay, in whole or in part, the outstanding principal component of the Installment Payments upon giving the Bank not less than thirty (30) days written notice thereof, upon payment of the principal amount of the Installment Payments to be prepaid, interest accrued to the date of payment and a prepayment premium equal to the Reinvestment Loss. “Reinvestment Loss” means the present value of the difference between (1) the amount that would have been realized by the Bank on the prepaid amount for the Installment Payments until the date of the prepayment at the Federal Reserve Statistical Release H.15, Selected Interest Rates of the Board of Governors of the Federal Reserve System for a term corresponding to the term set forth above, interpolated to the nearest month, if necessary, that was in effect on the date of closing and (2) the amount that would be realized by the Bank by reinvesting such prepaid funds for the term set forth above at the Federal Reserve Statistical Release H.15, Selected Interest Rates of the Board of Governors of the Federal Reserve System, interpolated to the nearest month, that was in effect on the date fixed for prepayment; both discounted at the same interest rate utilized in determining the applicable amount for clause (2) above. Should the present value have no value or a negative value, the Purchaser may prepay with no additional fee. Partial prepayments may be made subject to a prepayment charge based upon the same calculation methodology described above. Should the Federal Reserve no longer publish Release H.15, the Bank may select a comparable index. The Bank shall provide the Purchaser with a written statement explaining the calculation of the prepayment premium due, which statement shall, in absence of manifest error, be conclusive and binding on the Purchaser.

## ARTICLE XI

### MISCELLANEOUS

**SECTION 11.1**     Notices.     All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received upon the earlier of actual receipt or five days after deposit in the United States certified mail (or other mail method providing written confirmation of receipt), postage prepaid, at the following addresses:

If to the Purchaser:                     City of Greenville, North Carolina  
   200 West 5<sup>th</sup> Street  
   Greenville, North Carolina 27858-1824  
   Attention: Director of Financial Services

If to the Bank:                             First Tennessee Bank  
   2000 W. First Street, Suite 100  
   Winston-Salem, NC 27104  
   Attention: Stewart Holmes

The Purchaser and the Bank, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

**SECTION 11.2**      **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Purchaser and the Bank and their respective successors and assigns. Whenever in this Agreement either the Purchaser or the Bank is named or referred to, such reference shall be deemed to include the successors or assigns thereof and all the covenants and agreements in this Agreement contained by or on behalf of the Purchaser or the Bank shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

**SECTION 11.3**      **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**SECTION 11.4**      **Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**SECTION 11.5**      **Commitment Letter.** The terms of this Agreement shall supersede the terms of the Commitment Letter. To the extent of any conflict between this Agreement and the Commitment Letter, this Agreement shall take priority.

**SECTION 11.6**      **Applicable Law.** This Agreement shall be construed and governed in accordance with the laws of the State of North Carolina.

**SECTION 11.7**      **Waiver of Jury Trial.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, PURCHASER BY EXECUTION HEREOF AND BANK BY ACCEPTANCE HERE, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY WITH RESPECT HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT TO BANK TO ACCEPT THIS AGREEMENT.

PURCHASER AND BANK AGREE THAT THEY SHALL NOT HAVE A REMEDY OF PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER IN ANY DISPUTE AND HEREBY WAIVE ANY RIGHT OR CLAIM TO PUNITIVE OR EXEMPLARY DAMAGES THEY HAVE NOW OR WHICH MAY ARISE IN THE FUTURE IN CONNECTION WITH ANY DISPUTE WHETHER THE DISPUTE OR RESOLED BY ARBITRATION OR JUDICIALLY.

**Signatures on following page**

IN WITNESS WHEREOF, the Purchaser and the Bank have caused this Agreement to be executed in their respective names by their respective duly authorized officers as of the date first above written.

PURCHASER:

CITY OF GREENVILLE, NORTH CAROLINA

[Seal]

By: \_\_\_\_\_  
Name: Barbara Lipscomb  
Title: City Manager

Attest:

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

BANK:

FIRST TENNESSEE BANK

By: \_\_\_\_\_  
Name:  
Title:

## EXHIBIT A

### DESCRIPTION OF THE EQUIPMENT

Installment Financing and Security Agreement Date: December 1, 2015

Purchaser: City of Greenville, North Carolina

Purchase Price: \$425,000

The following is the Equipment being purchased as such list may be amended from time to time pursuant to the terms of the Agreement.

Recycle and Rollout Carts – Sanitation Equipment – During the previous budget cycle, City Council approved a plan to provide more efficient and cost effective sanitation service. To that end, the City is in the process of discontinuing back yard service. In order to implement a full “front yard” service, new automated trucks will be used. As such, new carts will be purchased to assist in the transition. It is expected that \$1.15 million will satisfy a three-year phase-in period for new carts. The third year’s purchase amounts to \$425,000. Sanitation fees in the Sanitation Fund are expected to be used to repay the debt on this financing.

**EXHIBIT B**

**PAYMENT SCHEDULE**

Installment Financing and Security Agreement Date: December 1, 2015

Purchaser: City of Greenville, North Carolina

Purchase Price: \$425,000

Principal shall be repaid by Purchaser to Bank in 7 annual payments of \$60,715, beginning on November 1, 2016 and continuing on the same day every November 1<sup>st</sup> thereafter, until paid in full.

The interest rate is 2.75% per annum. Interest is calculated and imposed on the unpaid balance of the Purchase Price, paid semi-annually on May 1<sup>st</sup> and November 1<sup>st</sup> beginning on November 1, 2016, as set forth on the payment schedule described below.

Amount: \$425,000

Rate: 2.75%

<u>Payment No.</u>	<u>Scheduled Due Date</u>	<u>Payment</u>	<u>Principal</u>	<u>Interest</u>
1	5/1/16	\$ -	\$ -	\$ 11,688
2	11/1/16	72,402	60,715	
3	5/1/17			10,018
4	11/1/17	70 732	60,715	
5	5/1/18			8,348
6	11/1/18	69,062	60,715	
7	5/1/19			6,679
8	11/1/19	67 393	60,715	
9	5/1/20			5,009
10	11/1/20	65,723	60,715	
11	5/1/21			3,339
12	11/1/21	64,053	60,715	
13	5/1/22			1,670
14	11/1/22	62,386	60,715	
<b>Total:</b>			\$425,000	\$46,750

**EXHIBIT C**

**FORM OF REQUISITION**

\_\_\_\_\_

Re: Disbursement from the Equipment Fund pursuant to Section 3.4 of the Installment Financing Agreement, dated as of [December \_\_, 2015] (the "Agreement"), between the CITY OF GREENVILLE (the "Purchaser") and First Tennessee Bank (the "Bank")

REQUISITION NO. \_\_\_\_\_

Amount; Payee. The Purchaser intends to reimburse itself or to pay to \_\_\_\_\_ for \_\_\_\_\_, \$ \_\_\_\_\_ as an [Equipment cost/Closing Cost] from the Equipment Fund as provided in Section 3.4 of the Agreement [by wire transfer] [by check]. This [Equipment cost/Closing Cost] has been properly incurred, is a proper charge against the Equipment Fund and has not been the basis of any previous disbursements.

If funding by wire transfer, Wiring Instructions:

\_\_\_\_\_  
\_\_\_\_\_

Sufficiency of Remaining Moneys. The amount remaining in the Equipment Fund, together with interest earnings thereon and any other available funds of the Purchaser, will, after payment of the amount set forth in this requisition, be sufficient to pay all remaining Equipment costs and Closing Costs as presently estimated.

Very truly yours,

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

The Bank hereby agrees to payment of the foregoing amounts from the Equipment Fund.

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## Term Sheet

**Borrower:** City of Greenville, North Carolina

**Purpose:** Equipment purchases

**Loan/Structure:** Taxable Loan

Amount: up to \$425,000.00

Maturity: 11/01/2022 (7-years)

Repayment: Semi-annual interest payments on May 1<sup>st</sup> and November 1<sup>st</sup>, beginning May 1, 2016, amortization schedule as attached.

**Interest Rate: 2.75% Fixed**

**Up Front Fee:** None.

**Prepay Penalty:** None, Make-whole call feature

**Documentation:** Standard loan documentation for a facility of this type. Attorney's fees are the responsibility of Borrower not to exceed \$3,500.00.

The Lender will not require the title to the purchased equipment but will be secured by a general security agreement on the purchased equipment.

**Financial Covenants:** None.

**Relationship Business:** The Borrower will establish an interest bearing operating account with the Lender for the non-allocated funds of the loan. The Borrower will be allowed to fund the stated equipment purchase from these funds without restrictions. The Borrower will also be open to discussions with regard to additional treasury services business with the Lender.



**Amortization Schedule:**

<b>Maturity</b>	
11/1/2016	\$ 60,714
11/1/2017	\$ 60,714
11/1/2018	\$ 60,714
11/1/2019	\$ 60,714
11/1/2020	\$ 60,714
11/1/2021	\$ 60,715
11/1/2022	\$ 60,715
<b>Total</b>	<b>\$ 425,000</b>



# City of Greenville, North Carolina

Meeting Date: 11/9/2015  
Time: 6:00 PM

**Title of Item:** Contract award for replacement of the Police Fire-Rescue Headquarters emergency generator

**Explanation:** **Abstract:** The existing emergency generator of the Police Fire/Rescue Headquarters is twenty (20) years of age and is in poor condition. The emergency generator supplies power to the entire headquarters building in the case of a loss of electricity. The generator was included in the schedule for replacements as part of the FY 2015 Facilities Improvement Plan. The Public Works Department is requesting the contract for replacement of the emergency generator be awarded to Watson Electrical Construction Company at a total cost of \$500,000.

**Explanation:** The East Group, in conjunction with the Public Works Department, has developed a set of construction plans for replacement of the Police Fire/Rescue Headquarters emergency generator. The existing emergency generator is in poor condition and was scheduled for replacement as a part of the FY 2015 Facilities Improvement Plan. The services in this contract include the demolition of the existing generator system with a complete replacement of the generator and electrical components.

The bid opening date was September 17, 2015, at which time Public Works received three (3) bids. The lowest responsible, responsive bidder is Watson Electrical Construction Company with a bid in the amount of \$500,000.

**Fiscal Note:** City Council approved \$600,000 for this project in the FY 2015 Facilities Improvement Plan. After completion of the design, remaining funds are approximately \$550,000 for this Facilities Improvement Plan project. Current available funds also will allow for contingency above the total responsive bid of \$500,000.

**Recommendation:** Approve the award of this contract for the Police Fire/Rescue Headquarters

emergency generator replacement to Watson Electrical Construction Company for the amount of \$500,000.

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

**Attachments / click to download**

 [Bid Tab](#)

 [Contract](#)

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# AIA<sup>®</sup> Document A101<sup>™</sup> – 2007

## ***Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum***

**AGREEMENT** made as of the    day of    in the year  
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:  
*(Name, legal status, address and other information)*

City of Greenville  
1500 Beatty Street  
Greenville, NC 278356

and the Contractor:  
*(Name, legal status, address and other information)*

Watson Electrical Construction Co., LLC  
PO Box 1250  
Greenville, NC 27835

for the following Project:  
*(Name, location and detailed description)*

City of Greenville Police-Fire-Rescue Headquarters Emergency Generator Replacement  
500 S. Greene Street  
Greenville, NC 27834  
Removal of an existing emergency generator and electrical utility paralleling gear and replacement with a new emergency generator and automatic transfer switch. The project also involves equipment yard layout and new fencing.

The Architect:  
*(Name, legal status, address and other information)*

The East Group, PA  
324 Evans Street  
Greenville, NC 27858

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201<sup>™</sup>-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

**§ 3.1** The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

The date of commencement shall be fixed in a written Notice to Proceed.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

**§ 3.2** The Contract Time shall be measured from the date of commencement.

**§ 3.3** The Contractor shall achieve Substantial Completion of the entire Work not later than One Hundred Eighty ( 180 ) days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

Init.

| (Table deleted)

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

The Owner has the right to withhold from compensation otherwise to be paid the amount of Three Hundred Dollars (\$300.00) per day that the work is not completed after the completion date defined above as liquidated damages reasonably determined to be incurred by the Owner as a result of such delay.

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00 ), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:  
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:  
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

| (Table deleted)

§ 4.4 Allowances included in the Contract Sum, if any:  
(Identify allowance and state exclusions, if any, from the allowance price.)

| (Table deleted)

**ARTICLE 5 PAYMENTS**

**§ 5.1 PROGRESS PAYMENTS**

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

| The Twenty-Fifth (25<sup>th</sup>) day of each month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25<sup>th</sup> day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 25<sup>th</sup> day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Sixty ( 60 ) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

Init.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

*(Paragraphs deleted)*

Retainage shall be withheld from each progress payment in accordance with the provisions of North Carolina General Statute 143-134.1 and as follows:

- An amount equal to 5% of a progress payment to be made in accordance with the provisions of this Agreement will be deducted and retained from each progress payment until 50% of the work is completed. The Owner shall retain the amounts deducted from a progress payment until final payment is to be made in accordance with the provisions of this Agreement.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
*(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)*
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

Upon 50% completion of the work, if the Owner determines that the Contractor's performance is unsatisfactory, an amount equal to 5% of a progress payment to be made in accordance with the provisions of this Agreement will be deducted and retained from each progress payment. Upon 50% completion of the work, if the Owner determines that the Contractor's performance is satisfactory, an amount no greater than 5% of a progress payment to be made in accordance with the provisions of this Agreement will be deducted and retained from each progress payment provided that the sum of the amounts deducted and retained from all progress payments made is no greater than 2.5% of the sum of the amounts of the progress payments made. The Owner shall retain the amounts deducted from a progress payment until final payment is to be made in accordance with the provisions of this Agreement.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

#### § 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

Arbitration pursuant to Section 15.4 of AIA Document A201–2007

Litigation in a court of competent jurisdiction

Other *(Specify)*

#### ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

#### ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Paragraphs deleted)*

§ 8.3 The Owner's representative:

*(Name, address and other information)*

Devin Thompson  
Building & Grounds Supervisor  
City of Greenville  
1500 Beatty Street  
Greenville, NC 278356

Init.

§ 8.4 The Contractor's representative:  
(Name, address and other information)

Greg Philligins  
PO Box 1250  
Greenville, NC 27835

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
00938	Supplementary Conditions to General Conditions of the Contract for Construction AIA Document A201 – 1997 Edition	7-17-15	6

§ 9.1.4 The Specifications:  
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)  
As indicated in attached Exhibit A

(Table deleted)

§ 9.1.5 The Drawings:  
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)  
As indicated in attached Exhibit B

(Table deleted)

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addendum 1	8-27-15	8
Addendum 2	9-8-15	1

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

Init.

- .2 Other documents, if any, listed below:  
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

E-Verify Compliance document Exhibit C

**ARTICLE 10 INSURANCE AND BONDS**

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.  
*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)*

Type of insurance or bond	Bond Amount
Performance and Material & Labor Payment	100% of Contract Amount

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

Allen Thomas, Mayor  
\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
CONTRACTOR (Signature)

Greg Philligins, Greenville Division Manager  
\_\_\_\_\_  
*(Printed name and title)*

Init.

CITY OF GREENVILLE, NC  
Police-Fire-Rescue Headquarters - Emergency Generator Replacement

**APPROVED AS TO FORM**

---

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.

---

Bernita Demery, Director of Financial Services

017-00-00-00-000-000-534005

Account Number

## Exhibit "A"

### CITY OF GREENVILLE POLICE-FIRE-RESCUE HEADQUARTERS - EMERGENCY GENERATOR REPLACEMENT

#### TABLE OF CONTENTS

Professional Seal Sheet

#### BIDDING DOCUMENTS

00100	Invitation to Bid
00101	Advertisement for Bids
00201	City of Greenville MBE-WBE Plan
00215	Document Clarification Request (DCR)
00231	Product Substitutions During Bid
00400	Form of Single Prime Contract Proposal – Bid Form
00401	Reference Information
00402	MWBE-Forms City of Greenville
00403	E Verify Affidavit

#### CONTRACT DOCUMENTS

00797	AIA Referenced Documents
00938	Supplementary Conditions.

#### DIVISION 1 - GENERAL REQUIREMENTS

01110	Summary of Work
01250	Contract Modification Procedures
01290	Payment Procedures
01310	Project Management and Coordination
01315	Project Meetings
01330	Submittal Procedures
01400	Quality Requirements
01420	References
01500	Temporary Facilities and Controls
01600	Product Requirements
01631	Product Substitutions
01700	Execution Requirements
01731	Cutting and Patching
01732	Selective Demolition
01770	Closeout Procedures
01788	Warranties and Bonds

#### DIVISION 2 - SITE CONSTRUCTION

#### DIVISION 3 - CONCRETE

03300	Cast-in-place Concrete
-------	------------------------

#### DIVISION 4 - MASONRY

04905	Masonry Cleaning
04916	Brick Masonry Repointing

#### DIVISION 5 - METALS

05310	Steel Deck
5500	Metal Fabrications

#### DIVISION 6 - WOOD AND PLASTICS

06100	Rough Carpentry
06161	Roof Sheathing and Insulation

## **Exhibit “A”**

### **CITY OF GREENVILLE POLICE-FIRE-RESCUE HEADQUARTERS - EMERGENCY GENERATOR REPLACEMENT**

#### **DIVISION 7 - THERMAL AND MOISTURE PROTECTION**

07272 Fluid Applied Membrane Air Barriers  
07190 Water Repellents  
07210 Building Insulation  
07540 Thermoplastic Membrane Roofing  
07620 Sheet Metal Flashing and Trim  
07710 Manufactured Roof Specialties  
07841 Through-penetration Firestop Systems  
07920 Joint Sealants

#### **DIVISION 8 – DOORS AND WINDOWS**

08110 Steel Doors and Frames

#### **DIVISION 9 - FINISHES**

09912 Painting (Professional Line Products)

#### **DIVISION 10 – Thru DIVISION 14 Not Used.**

#### **DIVISION 15 – MECHANICAL**

15140 Domestic Water Systems  
15150 Drainage and Vent Systems

#### **DIVISION 16 – ELECTRICAL**

16055 Coordination Study, Ground Fault Protection and Arc Flash Hazard Analysis  
16060 Grounding and Bonding  
16073 Hangers and Supports for Electrical Systems  
16074 Seismic Controls for Electrical Systems  
16075 Electrical Identification  
16091 Sleeves and Sleeve Seals for Electrical Raceways and Cabling  
16120 Conductors and Cables  
16130 Raceways and Boxes  
16140 Wiring Devices  
16231 Packaged Engine Generators  
16410 Enclosed Switches and Circuit Breakers  
16415 Transfer Switches  
16445 Low Voltage Roll Up Generator Termination Cabinet

#### **APPENDICES**

**END OF TABLE OF CONTENTS**

## Exhibit "B"

### CITY OF GREENVILLE POLICE-FIRE-RESCUE HEADQUARTERS - EMERGENCY GENERATOR REPLACEMENT

#### Drawing Index

##### Title Sheet

- G1.1 Building Code Summary
- C1.1 Demolition and Site Plan
- S1.1 Concrete and Fence Detail
- E0.1 Electrical Lead Sheet
- E1.1 Electrical Demolition Plan
- E1.2 Electrical Riser Diagram (Existing)
- E2.1 Electrical Power Plan
- E2.2 Electrical Enlarged Power Plan
- E3.1 Electrical Riser Diagram
- E4.1 Electrical Control Riser Diagram
- E4.2 Electrical Equipment Rack & Details

## **Exhibit "C"**

CITY OF GREENVILLE, NC  
Police-Fire-Rescue Headquarters - Emergency Generator Roof Replacement

### **E-VERIFY COMPLIANCE**

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

# BID TABULATION FORM

Project Name: City of Greenville, Police-Fire-Rescue Generator Replacement  
 Bid Location: City of Greenville, Public Works Facility, 1500 Beatty Street, Greenville, NC  
 Bid Date / Time: Thursday September 17, 2015 at 2:00 PM

20140204  
RFP #: 15-16-01

Bidder Company Name	NC License No.	Bid Bond	Contractor Ref Info	I.D. of MBE	Aff A	Aff B	E Verify Affidavit	Bid Amount	Addenda		Original Signatures	Notarized	Sealed
									1	2			
Cost Effective Maintenance, Inc.	29761	Yes	Yes	Yes	Yes		Yes	\$710,000.00	X	X	Yes	Yes	Yes
Dynamic Construction Services, Inc.	68152-U	Yes	Yes	Yes		Yes	Yes	\$560,825.00	X	X	Yes	Yes	Yes
Watson Electrical Construction Co. LCC	213-U	Yes	Yes	Yes	Yes	Yes	* No	\$500,000.00	X	X	Yes	Yes	Yes
* Provided After Bid Opening on 9-17-15													

I certify that this is a true and accurate tabulation of bids received.

By: *David Meeks*  
 David Meeks, PE, The East Group, P.A.

Date: 9-17-15  
 9/17/2015



# City of Greenville, North Carolina

Meeting Date: 11/9/2015  
Time: 6:00 PM

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

**Explanation:** **Abstract:** The Director of Financial Services reports monthly the bids and/or contracts awarded over a certain dollar threshold by the Purchasing Manager and City Manager.

**Explanation:** The Director of Financial Services reports that the following bids and contracts were awarded during the month of October 2015.

Date Awarded	Description	Vendor Purchase Order No.	Amount	MWBE Vendor?	Does Local Preference Apply?
10/06/15	Street Sweeper *HGAC Buy Cooperative Purchase--no bid done	Nitehawk Sweepers, LLC PO#16000268	\$98,246.80	No	No
10/16/15	40 YD Front Loader Cab & Chassis *HGAC Cooperative Purchase--no bid done	Advantage Truck Center PO#16000279	\$161,262.00	No	No

10/16/15	40 YD Front Loader Body *NJPA Cooperative Purchase-no bid done	Amick Equipment Co., Inc. PO#16000280	\$91,934.83	No	No
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**Fiscal Note:**

Funds for the small Street Sweeper (PO#16000268) were approved in the 2016 Vehicle Replacement Fund Budget in the amount of \$100,000.

Funds for the 40 YD Front Loader Refuse Truck (PO#16000279 and PO#16000280) were approved in the 2016 Vehicle Replacement Fund Budget in the amount of \$254,000.

**Recommendation:**

That the award information be reflected in the City Council minutes.

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Attachments / [click to download](#)

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# City of Greenville, North Carolina

Meeting Date: 11/9/2015  
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:

<b>Payee</b>	<b>Adjustment Refunds</b>	<b>Amount</b>
Bryan J. Balow	Real Property	\$351.89
Billy Haddock & Sons Farms	Registered Motor Vehicles	\$256.00
David C. Epler	Individual Personal Property	\$104.60
Hope of Glory Ministries	Registered Motor Vehicles	\$191.90
Hyrum Johnson	Individual Personal Property	\$130.95
Sharon Kassapian	Real Property	\$762.48
Ramil S. Labiran	Registered Motor Vehicles	\$251.84
Mark S. Majette	Individual Personal Property	\$121.59
Frederick T. Smith	Individual Personal Property	\$120.22
Vickie L. Wells	Registered Motor Vehicles	\$178.54
Julian J. White, III	Individual Personal Property	\$134.87
Thomas Yarborough	Individual Personal Property	\$143.74
Katherine Ebrom	Individual Personal Property	\$265.58

**Fiscal Note:** The total to be refunded is \$3,014.20.

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

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# City of Greenville, North Carolina

Meeting Date: 11/9/2015  
Time: 6:00 PM

**Title of Item:** Budget ordinance amendment #4 to the 2015-2016 City of Greenville budget (Ordinance #15-032)

**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 November 9, 2015, City Council meeting is an ordinance amending the 2015-2016 City of Greenville budget (Ordinance #15-032). 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 Contingency funds to pay for additional City Hall improvements (\$29,000).

**B** To appropriate the remaining Contingency funds and a portion of Appropriated Fund Balance to complete a flood certification study that is required before construction of platforms on the Tar River Greenways (\$15,000).

**Fiscal Note:** The budget ordinance amendment affects the following budget: increases the General Fund by \$1,500:

<b><u>Fund Name</u></b>	<b><u>Amended Budget</u></b>	<b><u>Proposed Amendment</u></b>	<b><u>Amended Budget 11/9/2015</u></b>
General	\$78,737,176	\$ 1,500	\$78,738,676

**Recommendation:** Approve budget ordinance amendment #4 to the 2015-2016 City of Greenville

budget (Ordinance #15-032)

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**Attachments / click to download**

 [Budget Amendment FY 2016 1009148](#)

---

ORDINANCE NO. 15-  
CITY OF GREENVILLE, NORTH CAROLINA  
Ordinance (#4) amending the 2015-2016 Budget (Ordinance #15-032)

**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:

	<b>ORIGINAL 2015-2016 BUDGET</b>	<b>#4 Amended 11/9/15</b>	<b>Total Amendments</b>	<b>Amended 2015-2016 Budget</b>
<b><u>ESTIMATED REVENUES</u></b>				
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		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	<b>B</b>	1,500	497,577
	<b>1,591,683</b>		<b>1,500</b>	<b>497,577</b>
<b>TOTAL REVENUES</b>	<b>\$ 78,105,680</b>	<b>\$ 1,500</b>	<b>\$ 632,996</b>	<b>\$ 78,738,676</b>
<b><u>APPROPRIATIONS</u></b>				
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		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>A,B</b>	15,000	7,615,386
Police	23,353,229		157,866	23,511,095
Public Works	8,825,596		1,364,826	10,190,422
Community Development	2,657,084		412,694	3,069,778
OPEB	450,000		-	450,000
Contingency	200,000	<b>A,B</b>	(42,500)	(200,000)
Indirect Cost Reimbursement	(1,268,214)		-	(1,268,214)
Capital Improvements	3,034,892		(2,408,945)	625,947
Total Appropriations	\$ 69,169,186	\$ (27,500)	\$ 299,359	\$ 69,468,545
	<b>69,169,186</b>	<b>(27,500)</b>	<b>299,359</b>	<b>69,468,545</b>
<b><u>OTHER FINANCING SOURCES</u></b>				
Transfers to Other Funds	\$ 8,936,494	<b>A</b>	\$ 29,000	\$ 333,637
	\$ 8,936,494	\$ 29,000	\$ 333,637	\$ 9,270,131
	<b>8,936,494</b>	<b>29,000</b>	<b>333,637</b>	<b>9,270,131</b>
<b>TOTAL APPROPRIATIONS</b>	<b>\$ 78,105,680</b>	<b>\$ 1,500</b>	<b>\$ 632,996</b>	<b>\$ 78,738,676</b>

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

Adopted this 9th day of November, 2015.

\_\_\_\_\_  
Allen M. Thomas, Mayor

ATTEST:

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



# City of Greenville, North Carolina

Meeting Date: 11/9/2015  
Time: 6:00 PM

---

**Title of Item:** Presentations by Boards and Commissions

a. Greenville Bicycle and Pedestrian Commission

**Explanation:** The Greenville Bicycle and Pedestrian Commission is scheduled to make their annual presentation to City Council at the November 9, 2015, meeting.

**Fiscal Note:** N/A

**Recommendation:** Hear the presentation from the Greenville Bicycle and Pedestrian Commission.

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Attachments / click to download

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# City of Greenville, North Carolina

Meeting Date: 11/9/2015  
Time: 6:00 PM

**Title of Item:** Presentation and adoption of the Tar River Park Master Plan

**Explanation:** **Abstract:** In February 2015, the Recreation and Parks Commission received a proposal for the development of a disc golf facility at Tar River Park, a thirteen-acre tract of City-owned land adjacent to the Off-Leash Dog Park. Commissioners directed staff to seek public input and complete a master plan for this acreage. Staff has completed the assignment and is seeking Council adoption of the resulting plan.

**Explanation:** The site for the future Tar River Park is centrally located in the Tar River University Neighborhood which is densely populated, primarily with students that attend East Carolina University. Its proximity to the university, South Tar Greenway, and Off-Leash Dog Park, and easy access to the Tar River has made it a popular destination for informal recreation and an ideal location for a park. The site's growing popularity has yielded several proposals and recommendations from citizens for portions of the land to accommodate specific park elements. The growing needs and desires of stakeholders and citizens have made it necessary to take a holistic and comprehensive approach to developing the site by completing a park master plan.

In December 2014, representatives from the ECU Student Government Association presented the City Council with a proposal to fund and build a nine-hole disc golf course on ten acres of the park land. City Council referred the request to the Recreation and Parks Commission. The significant size of the proposed disc golf course and its potential impact on future development of the park land made the completion of the Tar River Park Master Plan a priority. For this reason, the Recreation and Parks Commission directed staff to complete the master plan process before considering the installation of the disc golf course, which might then allow some sort of disk golf facility to move forward even though other proposed and currently unfunded elements of the park might be years away.

In March 2015, Recreation and Parks Department staff began the process of

developing the Tar River Park Master Plan, facilitating three public input sessions to establish the appropriate design elements and plan recommendations. Based on input from the public meetings, staff developed three distinct concept plans, which were presented during the Public Comments section of the Recreation and Parks Commission's July 8, 2015 meeting. Commissioners directed staff to develop the final master plan based third concept, which was unanimously selected as the preferred design.

This concept was incorporated into the plan, and on September 9, 2015, the Recreation and Parks Commission recommended that Council adopt the Tar River Park Master Plan. The master plan document will be used as a guide for phased future park development as funding becomes available. A copy of the plan is attached.

**Fiscal Note:**

There is no cost for adoption of the master plan. The cost of any disc golf holes will be the responsibility of the Student Government Association. Development of various other master plan components can be phased, enabling development whenever adequate funding can be identified.

**Recommendation:**

City Council adopt the Tar River Park Master Plan.

---

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**Attachments / click to download**

- [COG\\_1014933\\_v1\\_Tar\\_River\\_Park\\_Master\\_Plan\\_Report\\_Final\\_1015146](#)
- [Tar\\_River\\_Park\\_Master\\_Plan\\_Appendix\\_A\\_1014979](#)

# TAR RIVER PARK MASTER PLAN REPORT



GREENVILLE RECREATION AND  
PARKS DEPARTMENT



## INTRODUCTION

The proposed Tar River Park is located on a thirteen-acre City-owned tract in the eastern section of Greenville. The site is centrally located in the Tar River University Neighborhood, which is densely populated, primarily with students that attend East Carolina University. Its proximity to the university, South Tar Greenway, and Off-Leash Dog Park, and easy access to the Tar River has made it a popular destination for informal recreation, and an ideal location for a neighborhood park. Perhaps the best feature on this parkland is its natural resources. The site is bordered on its north boundary by the Tar River, which offers a wide array of untapped opportunities for recreation, environmental education, and conservation. The Tar River Legacy Plan specifically identified this site as a prime location for river access and passive recreation.

The site's growing popularity through the years has sparked interest in developing a portion of the land to accommodate park specific elements. Recommendations from the Tar River Legacy plan, along with growing desires from citizens, have made it necessary for the City to take a holistic and comprehensive approach to developing the site by completing a park master plan

## GOALS

The National Recreation and Park Association (NRPA) defines a neighborhood park as a five to fifteen acre site that provides both active and passive recreation to the community. Neighborhood parks typically serve neighborhoods within a half mile radius. The proposed site for the Tar River Park definitely meets the NRPA's definition, but it is significantly more far reaching than a typical neighborhood park site. The City's only off leash dog park, and a trailhead to the most scenic section of the South Tar River Greenway are located on the parkland and attract users citywide. Formal gardens, site amenities such as benches, picnic tables, and interpretive panels further add to the appeal of this site as a popular local attraction. A goal of the Tar River Master Plan is to develop the site into a formal neighborhood park that will further provide recreational facilities for the entire Greenville community. Through public engagement and feedback, the City developed specific project goals as follows: 1). Determine the best use of the parkland, and implement park elements that are inclusive to all users, 2). Protect the site's natural resources and preserve open space, 3). Address citizen's concerns, issues, and recommendations for park development.

## VICINITY MAP



TAR RIVER PARK 

## PLANNING PROCESS

In February 2015, representatives from the ECU Student Government Association presented the City with a proposal to fund and build a nine-hole disc golf course on ten acres of the parkland. The significant size of the proposed disc golf course and its potential impact on future development of the park made the completion of the Tar River Park Master Plan a priority. For this reason, the Recreation and Parks Commission directed staff to complete the master plan process before considering the installation of the disc golf course. GRPD used several methods to engage the public and get input on the development of the Tar River Master Plan. Staff facilitated a series of meetings with focus groups, stakeholders and citizens throughout the planning process to get input on program elements related to the undeveloped portion of the site. Additionally, the GRPD used a variety of social network outlets for public engagement; a project specific link was set up on the City website, and links were provided to several stakeholder groups and to City officials who were sharing project information on their personal Facebook pages, websites and blogs.

Based on input from the public meetings and from City staff, three distinct design concepts were developed, which are the basis of the final master plan.

## PUBLIC ENGAGEMENT

In March 2015, GRPD began the process of developing the Tar River Park Master Plan, facilitating three public input sessions to establish appropriate design elements and plan recommendations. Based on input from the public meetings, GRPD developed three distinct concept plans, which were presented during the Public Comment segment of the Recreation and Parks Commission held on July 8, 2015. Commissioners directed GRPD staff to develop the final master plan based on Concept C, which was unanimously selected as the preferred design. All three concepts, the Schematic Master Plan and the Probable Cost Statement are provided in Appendix A.



## SCHEMATIC MASTER PLAN DESCRIPTION

The Tar River Park Master Plan was developed as means for developing the project site into a neighborhood park that will provide access to the Tar River, protect and preserve open space, expand recreation facilities and opportunities, and improve the quality of life through leisure activities.

The Tar River Park Master Plan includes the following proposed activities that are further described in this section

### 1). SAND VOLLEYBALL COURT



Although it was not one of the highest ranking park elements, a sand volleyball court with nets and lines is proposed for the park. The park element is a low cost and low maintenance activity that has proven to be a popular amenity in other parks.

### 2). RIVER OVERLOOK



A river overlook was proposed as a preferred activity in the Tar River Legacy Plan. The public input sessions participants favored this park element as a means to gain access to the river for both passive and active recreational uses.

### 3). THREE HOLES – DISC GOLF



A three-hole disc golf course is proposed to provide users with an informal way to enjoy the sport as a recreational activity in the park. This course is ideal for avid users that want a convenient way to play a few holes or for those that are new to the sport and want to get familiar with disc golf before moving to a full course.

### 4). PICNIC SHELTERS



Two picnic shelters are proposed in the Tar River Park Master Plan. One 35' x 45' shelter will be located on an existing concrete pad in the existing F.R.O.G.G.S garden, and one 25'x 35' shelter adjacent to the playground area. The shelters will be equipped with site furnishings and amenities including grills and picnic tables.

### 5). KAYAK LANDING



A kayak landing will provide additional access to the Tar River. Kayakers can use the landing to dock their kayaks to rest along their journey or it can be used as a kayak put-in.

### 6). ADVENTURE PLAYGROUND



A playground will be provided at Tar River Park. The proposed playground will be located near the smaller picnic shelter. The playground will include areas for the 2-5 and 5 – 12 age groups.

## 7). RESTROOM FACILITY



With the proposed amenities and the inevitable popularity of the proposed park, restroom facilities will be essential. A small restroom facility with attached water fountains is planned for the park.

## 8). OFF-LEASH DOG PARK EXPANSION



The City's only off leash dog park is adjacent to undeveloped parkland. To address the growing popularity of this facility, an expansion to the existing off leash dog park is proposed on the one acre tract south of the existing dog park.

APPENDIX A

CONCEPT - A

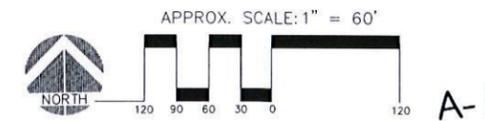


**LEGEND**

<span style="border: 1px solid black; padding: 2px;">A</span>	DISK GOLF COURSE - 9 HOLES
<span style="border: 1px solid black; padding: 2px;">B</span>	RESTROOM FACILITIES
<span style="border: 1px solid black; padding: 2px;">C</span>	INFORMAL OPEN SPACE / GREEN
<span style="border: 1px solid black; padding: 2px;">D</span>	RIVER OVERLOOK
<span style="border: 1px solid black; padding: 2px;">E</span>	KAYAK LANDING
<span style="border: 1px solid black; padding: 2px;">F</span>	PICNIC SHELTER
<span style="border: 1px solid black; padding: 2px;">G</span>	PLAYGROUND
<span style="border: 1px solid black; padding: 2px;">H</span>	NEW PARKING AREA - 36 SPACES
<span style="border: 1px solid black; padding: 2px;">I</span>	DOG PARK EXPANSION
<span style="border-bottom: 1px dashed red; width: 20px; display: inline-block;"></span>	CITY OWNED PROPERTY LINE
<span style="border-bottom: 1px solid orange; width: 20px; display: inline-block;"></span>	NEW SIDEWALK
	NEW DOG PARK ENTRANCE
	EXISTING TREE
	NEW SCREENING

**TAR RIVER PARK**  
GREENVILLE RECREATION & PARKS  
APRIL 2015

Item # 13



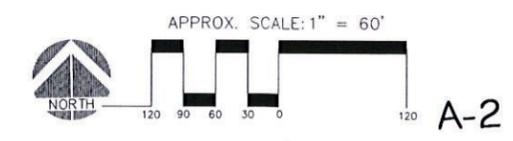
**TAR RIVER PARK**  
GREENVILLE RECREATION & PARKS  
JUNE 2015

**CONCEPT - B**



**LEGEND**

<span style="border: 1px solid black; padding: 2px;">A</span>	TRADITIONAL PLAYGROUND AREA
<span style="border: 1px solid black; padding: 2px;">B</span>	ADVENTURE PLAYGROUND AREA
<span style="border: 1px solid black; padding: 2px;">C</span>	NEW RESTROOM FACILITY
<span style="border: 1px solid black; padding: 2px;">D</span>	RIVER OVERLOOK
<span style="border: 1px solid black; padding: 2px;">E</span>	KAYAK LANDING
<span style="border: 1px solid black; padding: 2px;">F</span>	PICNIC SHELTER
<span style="border: 1px solid black; padding: 2px;">G</span>	TYPICAL PAD W/ PICNIC BENCHES
<span style="border: 1px solid black; padding: 2px;">H</span>	INFORMAL PLAY AREA / EVENT SPACE
<span style="border: 1px solid black; padding: 2px;">I</span>	DOG PARK EXPANSION
<span style="border: 1px solid black; padding: 2px;">J</span>	NEW PARK AREA
<span style="border: 1px solid black; padding: 2px;">K</span>	NATURAL MEADOW
<span style="border-bottom: 1px dashed red; width: 20px; display: inline-block;"></span>	CITY OWNED PROPERTY LINE
<span style="border-bottom: 1px solid yellow; width: 20px; display: inline-block;"></span>	NEW SIDEWALK
<span style="color: magenta;">✱</span>	NEW DOG PARK ENTRANCE
<span style="color: green;">●</span>	EXISTING TREE



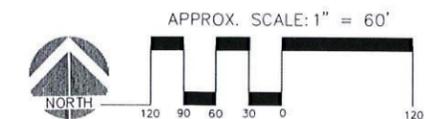
# CONCEPT - C



- LEGEND**
- A NATURAL PLAY AREA
  - B ADVENTURE PLAYGROUND
  - C PICNIC SHELTER
  - D KAYAK LANDING
  - E DECKED OVERLOOK
  - F OBSERVATION SHELTER
  - G NATURAL MEADOW
  - H PUBLIC RESTROOM
  - I INFORMAL PLAY AREA / EVENT SPACE
  - J DISK GOLF (HALF COURSE)
  - K DOG PARK EXPANSION
  - L NEW PARKING AREA
- CITY OWNED PROPERTY LINE
  - NEW SIDEWALK
  - ✱ NEW DOG PARK ENTRANCE
  - EXISTING TREE

**TAR RIVER PARK**  
 GREENVILLE RECREATION & PARKS  
 JULY 2015

Item # 13



A-3

# SCHEMATIC MASTER PLAN



**1**  
SAND VOLLEYBALL



**2**  
RIVER OVERLOOK



**3**  
DISK GOLF



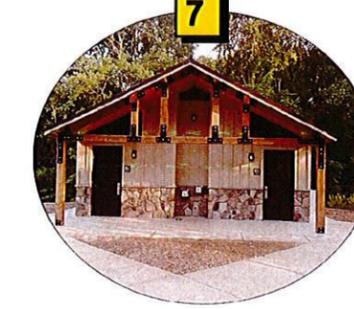
**4**  
PICNIC SHELTER



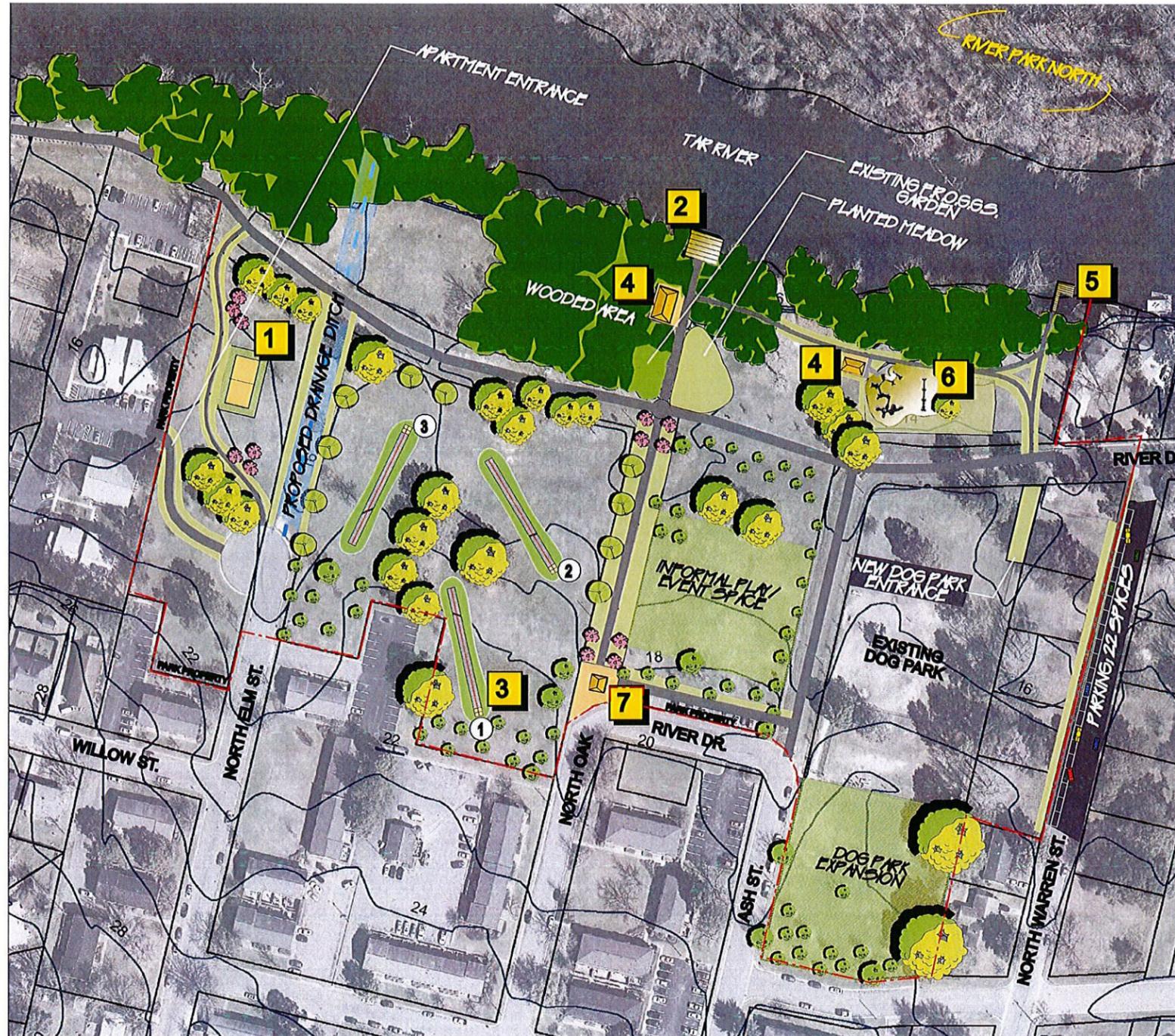
**5**  
KAYAK LANDING



**6**  
ADVENTURE PLAYGROUND



**7**  
RESTROOM FACILITY



LEGEND

- EXISTING LARGE TREE
- EXISTING MEDIUM - SMALL TREE
- SPECIMEN TREE
- NEW ORNAMENTAL TREE
- NEW ASPHALT SIDEWALK

**TAR RIVER PARK**  
GREENVILLE RECREATION & PARKS  
OCTOBER 2015



# PROBABLE COST STATEMENT



P.O. BOX 7207 | Greenville, NC  
27835-7207 | tel. 252-329-4567 | fax  
252-329- 5062 |  
www.greenvillenc.gov

## MASTER PLAN PHASE - Tar River Park Development

IMPROVEMENT	COST
<b>Buildings and Structures</b>	
Restroom Building; 400 sq. ft, includes storage and custodial room.	\$60,000.00
Metal Shade structure, 45' x 25' structure with standing medal seam roof; included foundations and sealed structural drawings	\$58,000.00
Picnic Shelter, 35' x 25' structure with standing metal seam room; includes sealed structural drawings	\$38,000.00
Playground Areas (2-5 age group and 5-12 age group) / 4,225 sq. ft. with enclosure fencing	\$160,000.00
River overlook deck, 30' x 45' structure with concrete slats and 10" posts,	\$155,000.00
Kayak Landing; 18' x 24' easydock floating structure	\$35,000.00
<b>Park Site Elements</b>	
Sand volleyball court	\$3,500.00
Dog Park Expansion including fencing, seating and amenities	\$14,000.00
Asphalt Sidewalks, 9,626 sq. ft. @ \$5.00	\$28,878.00
Concrete plazas / pads, 4,936 sq. ft. @ \$5.00	\$24,680.00
Stripped Parking - 22 spaces , lump sum	\$3,500.00
Landscaping Allowance	\$6,300.00
Site Furnishing including benches, picnic tables and water fountains, and signage	\$8,000.00
<b>Site Utilities</b>	
Site Lighting and electrical work (allowance)	\$12,000.00
Site Drainage, water and sanitary sewer (allowance)	\$6,500.00
<b>Subtotal</b>	<b>\$613,358.00</b>
<b>Engineering and Permitting</b>	
Architecural / Engineering (4% of Construction)	\$24,694.00
Permitting and Approvals (Corps of Engineers, State, Local)	\$3,500
Project Contingency (5% of Construction During Master Plan Phase)	\$30,867
<b>TOTAL</b>	<b>\$672,419.00</b>

\*\*\*NOTE: Disk golf course, and signage is by others and not part of estimate



# City of Greenville, North Carolina

Meeting Date: 11/9/2015  
Time: 6:00 PM

**Title of Item:** Tools for Employment and Manufacturing Short-Term Training Program

**Explanation:** **Abstract:** The purpose of this item is to authorize the creation of a training program for entry-level employment entitled, Tools for Employment and Manufacturing Short-Term Training Program.

**Explanation:** The adopted economic development plan for the City of Greenville identifies several goals to address the identified economic development investment needs of the city. Retention of talent and developing a diverse workforce, including growing the pool of skilled workers, are some of the identified needs. A major factor in furthering economic development programs across the United States is providing a skilled and trained workforce. There are many skills that are common threads across industries for the entry-level worker that are necessary to begin a successful career.

Recent discussions by the City Manager, Economic Development staff, and Pitt Community College Employment Readiness staff have centered around creation of a program for Greenville residents needing employment. Pitt Community College recently held a program in Farmville where they provided employment readiness training for 20 prospective entry-level job seekers. The program was The Tools for Employment and Manufacturing Short-Term Training Program. Pitt Community College staff meets with industry leaders to determine the necessary training and then develops courses to support those needs.

City staff has discussed the replication of this training module for Greenville by Pitt Community College, and they have agreed to develop a program in Greenville. City Economic Development and Pitt Community College staff representatives also have been meeting with local industry executives to determine the training needs that are needed and that will be offered in the program.

The Tools for Employment and Manufacturing Short Term-Training program is an 83-hour program. Of those 83 hours, 11 hours of the program are specifically

dedicated to soft skills and job interviewing techniques. The prerequisite for the program requires that attendees must have earned their Career Readiness Certificate (CRC) with minimum scores in three different categories. Participants must also be present for the entire OSHA training module, and pass an exam to earn their certification. Individuals will receive instruction on workforce safety, effective communication practices, hands-on operation modules, common mathematic formulas with a measuring component, and other tools as discovered through local industry research sessions.

This free short-term training would provide participants the opportunity to earn portable industry credentials in just 3 weeks.

Classes may include the following:

- Importance of workplace safety and OSHA introduction
- Best practices for communications at work
- Speed interview with local employers
- Lean Six Sigma (set of techniques and tools for process improvement)
- Basic electricity
- Theory and hands-on operation and lab work
- Basic blueprint reading
- Applied technology

Certifications that might be earned include:

- One class will prepare participants for an Applied Technology Assessment
- OSHA 10 Card awarded if successful on assessment
- Lean Six Sigma awards a yellow belt if successful on assessment
- Snap-on-Tools awards two certifications if successful on assessment

In participation with Pitt Community College, the City of Greenville will provide some funding (up to \$5,000) for the expenses related to classroom instruction for approximately 20 prospective employees and marketing of the Tools for Employment and Manufacturing Short-Term Training Program. Following the completion of the program, graduates may be interviewed for available positions within several local industries and companies. Depending upon interest and participation, two sessions may be possible with City funding. Following completion of the first program session staff will evaluate the program with industry and program participants and make the needed adjustments to the

program. Staff anticipates that the program will begin after the start of the new year.

Funds from the 2015-16 fiscal year budget would be utilized for the City's contribution to the program. Staff estimates marketing of the program may cost up to \$1,000.00.

**Fiscal Note:** \$6,000 from fiscal year 2015-16 budget for program contributions and marketing.

**Recommendation:** Approval of the program

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Attachments / click to download

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# City of Greenville, North Carolina

Meeting Date: 11/9/2015  
Time: 6:00 PM

**Title of Item:** Resolution authorizing condemnation to acquire property of Ben Sherrod, Jr. Heirs for the Greenville Transportation Activity Center

**Explanation:** **Abstract:** The City is proceeding with acquiring the property necessary for the construction of the Greenville Transportation Activity Center. One of the parcels required is heir property for which acquisition of clear title will not be able to occur voluntarily due to issues with identifying and locating the heirs. A condemnation action to acquire this parcel will cure the title issues. The adoption of a resolution authorizing the condemnation is required.

**Explanation:** The City is proceeding with acquiring the property necessary for the construction of the Greenville Transportation Activity Center. The purpose of the Greenville Transportation Activity Center is to serve as the centralized transportation center for the City, including the City's public transportation system and a building for use by the City departments of Transit and Police (Center City unit).

The Center is located south of Bonners Lane, east of Clark Street, and west of South Pitt Street. Attached is a map which depicts the site of the Center. It consists of 17 parcels with 10 of the parcels already being owned by the City or under contract to purchase. Negotiations continue for the acquisition of the remaining parcels.

One of the parcels to be acquired for the site is heir property for which the acquisition of clear title will not be able to occur voluntarily due to issues with identifying and locating the heirs. A condemnation action to acquire this parcel will cure the title issues. This parcel is owned by the Ben Sherrod, Jr. Heirs and is located east of Clark Street and south of, but not adjacent to, Bonners Lane. It is vacant, has an address of 613 Clark Street, and consists of Pitt County Tax Parcel Number 19845. It is parcel 13 on the attached map.

An appraisal has determined that the fair market value of this parcel is \$77,000. During the condemnation action, the Court will determine whether this is the

appropriate amount and will determine the manner to distribute the amount to the heirs.

**Fiscal Note:**

Upon the filing of the complaint, the amount estimated by the City, as a result of an appraisal, to be just compensation for the property will be required to be deposited with the court. In addition to this amount, there will be legal expenses incurred as the action proceeds. Funds to pay for the property acquisition and related expenses are available in a designated capital project account. Federal funds have been received for this project.

**Recommendation:**

It is recommended that City Council approve the attached resolution authorizing condemnation to acquire property of Ben Sherrod, Jr. Heirs for the Greenville Transportation Activity Center.

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**Attachments / click to download**

 [Map of Proposed GTAC Location](#)

 [Authorizing condemnation to acquire Ben Sherrod Jr Heirs Property for GTAC Building 1014773](#)

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RESOLUTION NO. 15-  
RESOLUTION AUTHORIZING CONDEMNATION TO ACQUIRE CERTAIN PROPERTY  
OF BEN SHERROD, JR. HEIRS FOR THE GREENVILLE TRANSPORTATION  
ACTIVITY CENTER

WHEREAS, the City Council of the City of Greenville hereby determines that it is necessary and in the public interest to acquire certain property owned by Ben Sherrod, Jr. Heirs for the public purpose described below; and

WHEREAS, due to title issues, the proper officials or representatives of the City of Greenville have been unable to acquire the needed interest in this property by negotiated conveyance.

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

1. The City of Greenville shall acquire by condemnation, for the purposes stated below, the property and interest described as follows:

A fee simple interest in that parcel of land located east of Clark Street and south of, but not adjacent to, Bonners Lane, having an address of 613 Clark Street, Greenville, North Carolina 27834, and consisting of Pitt County Tax Parcel Number 19845.

2. The purpose for which the property is being condemned is for public transportation purposes in order to promote the public safety and welfare, to provide means of convenient transportation for the general public, and to provide and improve the public transportation system of the City of Greenville, specifically, to construct the Greenville Transportation Activity Center to serve as the centralized Transportation Center for the City of Greenville including the City's transportation system and a building for use by the City departments of Transit and Police.

3. The necessary proceedings under Chapter 40A of the North Carolina General Statutes to acquire the property herein described are hereby directed to be instituted.

This the 12th day of November, 2015.

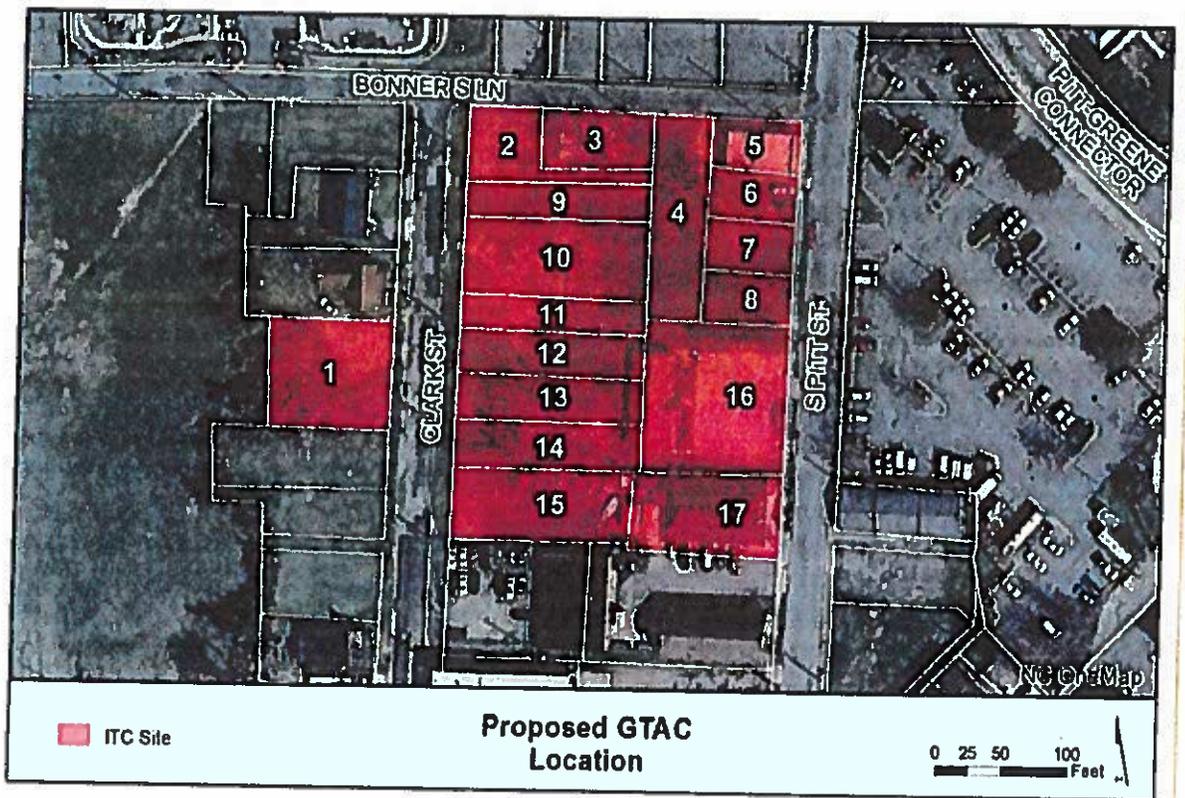
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Allen M. Thomas, Mayor

ATTEST:

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Carol L Barwick, City Clerk





# City of Greenville, North Carolina

Meeting Date: 11/9/2015  
Time: 6:00 PM

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**Title of Item:** Town Creek Culvert Clean Water State Revolving Fund Application Amendment

**Explanation:** **Abstract:** The City and Division of Water Infrastructure have worked cooperatively to include more efficient green infrastructure or water quality facilities along the Town Creek Culvert corridor. As a result, DWI has increased the loan amount the City is eligible to receive up to \$13,340,571.

**Explanation:** As a result of design modifications required by the Division of Water Infrastructure (DWI), several green infrastructure components have been revised on the Town Creek Culvert project. The City and DWI worked cooperatively to include more efficient green infrastructure or water quality facilities. As a result, DWI has increased the loan amount the City is eligible to receive up to \$13,340,571.

The green infrastructure modifications include installation of a large regenerative stormwater conveyance (RSC). This water quality facility, one of six on the project, mimics a series of step pools that provide treatment through infiltration. This will be the largest RSC in North Carolina and will provide removal of approximately 191 lbs. of nitrogen per year from the Town Creek Culvert watershed. All six facilities achieve a total removal of 252 lbs. of nitrogen per year, the equivalent of converting approximately 10% of the Town Creek Culvert watershed to coastal plain forest. In addition, East Carolina University will be using the facility as a living lab for students.

**Fiscal Note:** Approval and execution of the amendment will allow the City to borrow up to \$13,340,571 at 0% interest. This will result in a savings of approximately \$4,500,000 in interest over the life of the loan.

**Recommendation:** City Council approve the amendment and execute the attached documents.

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

**Attachments / click to download**

 [Amendment 108A](#)

 [Amendment 108D](#)

 [Application Update](#)

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LGC-108A

STATE OF NORTH CAROLINA  
DEPARTMENT OF STATE TREASURER

State and Local Government Finance Division  
and the Local Government Commission  
325 North Salisbury Street, Raleigh, North Carolina 27603-1385

SELECTED FISCAL INFORMATION AS CERTIFIED BY FINANCE OFFICER

Unit City of Greenville

1. Ad Valorem Tax (current fiscal year):

Appraised Value	\$6,121,053,333	Tax Rate — General Fund	\$ .53
Total Levy	\$ 33,071,514	— Other funds	_____
Uncollected at 6.30.2015	\$682,000	— Total	\$ .53
Percentage Collected	99.21 %		

2. For the past 5 fiscal years, has there been a delay in payment or non-payment of matured bonds and coupons when presented to the unit's fiscal agent? \_\_\_\_\_ (Yes; No). If yes, explain circumstances on separate statement.

3. Information relating to compliance with Local Government Budget and Fiscal Control Act: (If answer to any question in this item is No, furnish explanation.)

A. Purchasing and Contracts	Yes	No
(1) Are purchase orders issued for all commitments over a minimum amount?	<u>X</u>	_____
(2) Do all purchase orders include a preaudit certificate signed by the finance officer (or properly appointed deputy)?	<u>X</u>	_____
(3) Are all purchase orders posted to appropriate expenditure accounts as encumbrances?	<u>X</u>	_____
B. Other:		
(1) Do checks or drafts on an official depository bear on their face a preaudit certificate, of sufficient unencumbered appropriation signed by the finance officer (or properly appointed deputy)?	<u>X</u>	_____
(2) Are the finance officer, tax collector, and other employees (as required) properly bonded according to G.S. 159-29?	<u>X</u>	_____
(3) Did the budget provide for all deficits, if any, as shown in the audit report for the prior year?	<u>X</u>	_____

C. Please include a description of any material instance of misfeasance or malfeasance (within the last three years) which might affected the credit of the unit.  
N/A

I certify the above is correct to the best of my knowledge	Finance Officer's Signature <i>Priscilla W. Demery</i>	Date <u>10/15/15</u> Item # <u>16</u>
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LGC-108A(BACK)

PAGE 2

D. Additional DENR Loan and Grant procedures for a Capital Project Ordinances

(1) Loans

Pursuant to G.S. 159-26(b)(6), a capital project fund is required to account for all debt instrument proceeds used to finance capital projects. To facilitate budgetary and accounting control, it is required that a capital project ordinance, pursuant to G.S. 159-13.2, be adopted by the governing board authorizing all appropriations necessary for the completion of the project. Will the unit prepare and adopt a balanced capital project ordinance covering the life of the project? (A copy of the approved ordinance will be required to be submitted to DENR prior to disbursement of any proceeds.)  YES  NO

(2) Grants

To facilitate budgetary and accounting control, it is required that a grant project ordinance, pursuant to G.S. 159-13.2, with a corresponding capital project fund, be adopted by the governing board authorizing all appropriations necessary for the completion of the project. Will the unit prepare and adopt a balanced capital project ordinance covering the life of the project? (A copy of the approved ordinance will be required to be submitted to DENR prior to receipt of grant proceeds)?  YES  NO

LGC-108D

**STATE OF NORTH CAROLINA  
DEPARTMENT OF STATE TREASURER**

*State and Local Government Finance Division  
and the Local Government Commission  
325 North Salisbury Street, Raleigh, North Carolina 27603-1385*

**PROJECTION OF ENTERPRISE NET REVENUES**

Unit City of Greenville- Stormwater Utility Date Updated 10.10.2015

Complete only if proposed financing are for electric, gas, parking, hospital or other enterprise purposes. Use form LGC-108C when financing is proposed for water and sewer purposes. Use actual amounts on modified accrual basis of accounting (budgetary basis) from latest audit report.

FY 2015 – Unaudited

FY 2019-Estimated

REVENUE (Indicate nature)	-1- Actual Revenue for Last Complete Fiscal Year	Estimated Increase or (Decrease)		1 + 2 + 3 Estimated Revenue for First Fiscal Year After Completion of Project
		-2- Due to Normal Growth and Rate Changes	-3- Due to Expanded System	
Stormwater Fees. . . . .	\$4,301,401	\$2,508,051.33	-	\$6,810,034.33
Other Income . . . . .	582	-		-
.....				
.....				
.....				
Total revenues . . . . .	\$4,301,983	\$2,508,051.33	-	\$6,810,034.33

EXPENDITURES (Indicate nature)	-1- Actual Revenue for Last Complete Fiscal Year	Estimated Increase or (Decrease)		1 + 2 + 3 Estimated Revenue for First Fiscal Year After Completion of Project
		-2- Due to Normal Growth and Rate Changes	-3- Due to Expanded System	
Personnel. . . . .	\$1,515,868	\$1,033,451.40	-	\$2,549,319.40
Operating . . . . .	\$ 291,963	\$ 94,610.24	-	\$ 386,573.24
Capital Outlay . . . . .	-	\$ 14,448.03	-	\$ 14,448.03
.....				
.....				
Total expenditures . . . . .	\$1,807,831	\$1,142,509.67	-	\$2,950,340.67

Projection of enterprise net revenues (continued)

	Actual Expenditures for Last Complete Fiscal Year	Estimated Expenditures First Fiscal Year After Completion of Project
Other		
– Debt principal	\$194,534	\$ 307,923
– Interest	\$182,252	\$ 161,623
– Capital outlay (Improvements)	\$35,423	\$ 100,000
– Capital reserve	-	-
– Transfer to (from) other funds	-	-
– Other (Indirect Cost)	\$406,056	\$ 544,677.61
	2,626,096	\$1,114,223.61
Net Income (Loss)	\$1,675,887	\$2,745,470.05

Rate Structure

	<u>Current</u>	<u>After Completion of Project</u>	<u>Percentage of Change</u>
Average monthly bill per residential customer:			
Within city limits	_____	_____	_____
Outside city limits	_____	_____	_____

**Total Levy (FY 2015)**

	\$ Amount	# of Customers	Average Rate
Commercial	\$ 233,088.91	10,381	\$ 22.45
Residential	\$ 187,248.34	29,220	\$ 6.81
Total			

# North Carolina Department of Environment and Natural Resources

## Division of Water Infrastructure

### Application for Funding



(Last updated: July 2015)

#### 1. General Information

Fill in the blanks and check the appropriate boxes.

##### Applicant Name

City of Greenville

##### Project Name

Town Creek Culvert Project

##### Applicant Type

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Municipality   | <input type="checkbox"/> Sanitary District            |
| <input type="checkbox"/> County                    | <input type="checkbox"/> Non-Profit Water Corporation |
| <input type="checkbox"/> Water and Sewer District  | <input type="checkbox"/> For-Profit Water Corporation |
| <input type="checkbox"/> Water and Sewer Authority | <input type="checkbox"/> Other (Specify: )            |

##### Funding Program(s) Requested

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Clean Water State Revolving Fund (CWSRF) | <input type="checkbox"/> Community Development Block Grant for Infrastructure (CDBG-I) |
| <input type="checkbox"/> Drinking Water State Revolving Fund (DWSRF)         |  |

##### Project Type (Check all that apply.)

- |  |
|--|
| <input type="checkbox"/> Drinking Water                      |
| <input checked="" type="checkbox"/> Green Project/Stormwater |
| <input type="checkbox"/> Wastewater                          |

## 2. Project Budget

Complete the project budget by addressing the categories provided in the table below (Insert rows as needed). Total the cost amount for each line, and provide the total cost amount.

	Division Funding Source(s)				Other Secured Funding Source(s)		Total Cost Amount
	CWSRF	DWSRF	CDBG-I	Reserve Grants/Loans	Local Funds		
Indicate construction costs by line item (e.g., linear feet of different-sized lines)							
<b><u>Construction Costs</u></b>							
Earthwork, Roadway, Miscellaneous	\$2,486,099.00						\$2,486,099.00
Storm Drainage Upgrades	\$3,783,752.50						\$3,783,752.50
BMPs (RSCs, Bioretention, Wetlands, Permeable Pavement and Inlet Capture Device)	\$632,025.00						\$632,025.00
Culvert Repairs	\$457,705.00						\$457,705.00
Traffic Control & Shoring	\$1,517,140.00						\$1,517,140.00
Erosion Control	\$333,230.00						\$333,230.00
Landscape	\$606,157.50						\$606,157.50
Water Repair/Relocation	\$734,007.00						\$734,007.00
Sewer Repair/Relocation	\$1,230,418.00						\$1,230,418.00
Roadway Repairs Associated with Water/Sewer Installation	\$149,987.30						\$149,987.30
<i>Construction Administration (CDBG-I only):</i>							
<i>Contingency (10% of construction costs):</i>	\$1,020,490						\$1,020,490
<b><i>Construction Subtotal:</i></b>	<b>\$11,225,391</b>						<b>\$11,225,391</b>
<b><u>Engineering Costs</u></b>							
Engineering Design	\$970,180				\$450,000		\$1,420,180
Permitting	\$18,000						\$18,000
Land Surveying Costs	\$75,000						\$75,000
<b><u>Administration Costs</u></b>							
Planning	\$120,000						\$120,000
Easement Preparation	\$200,000						\$200,000
Grant Administration (if applicable)							

Loan Administration (if applicable)								
ER Preparation	\$11,000						<b>\$11,000</b>	
Environmental Documentation Preparation	\$21,000						<b>\$21,000</b>	
Legal Costs					\$266,811		<b>\$266,811</b>	
Other (CA/CO Fees)	\$700,000						<b>\$700,000</b>	
<i>Administration Subtotal:</i>	<b>\$2,115,180</b>						<b>\$2,115,180</b>	
<b>TOTAL PROJECT COST:</b>	<b>\$13,340,571</b>				<b>\$716,811</b>		<b>\$140,573,382</b>	
<b>Please provide a PE Seal for the estimate in the space to the right (CDBG-I applications only).</b>								

**Certification by Chief Elected Official/Authorized Representative**

*Please read each statement and initial in the space to the left.*

The attached statements and exhibits are hereby made part of this application, and the undersigned representatives of the Applicant certifies that the information in this application and the attached statements and exhibits is true, correct, and complete to the best of his/her knowledge and belief. By initialing each item and signature at the end of this application, he/she further certifies that:

- \_\_\_\_\_ 1. as Authorized Representative, he/she has been authorized to file this application by formal action of the governing body;
- \_\_\_\_\_ 2. the governing body agrees to provide for proper maintenance and operation of the approved project after its completion;
- \_\_\_\_\_ 3. the Applicant has substantially complied with or will comply with all federal, state, and local laws, rules, and regulations and ordinances as applicable to this project;
- \_\_\_\_\_ 4. the Applicant will adopt and place into effect on or before the completion of the project a schedule of fees and charges which will provide for the adequate and proper operation, maintenance, and administration and repayment of all principle and interest on loans (if applicable) of the project;
- \_\_\_\_\_ 5. the Applicant has followed proper accounting and fiscal reporting procedures, as evidenced by the Applicant's most recent audit report, and that the Applicant is in substantial compliance with provision of the general fiscal control laws of the State;
- \_\_\_\_\_ 6. the project budget provided on Page 5 of this application form includes all funding requested from all sources of funding proposed for this project; and
- \_\_\_\_\_ 7. the (Town or County), North Carolina is organized and chartered under the laws of North Carolina. All officials and employees are aware of, and in full compliance with NCGS 14-234, "Director of public trust contracting for his own benefit, participation in business transaction involving public funds; exemptions." (For units of local government only. All others should initial "N/A.")
- \_\_\_\_\_ 8. the Applicant acknowledges that all loans are subject to approval by the Local Government Commission.
- \_\_\_\_\_ 9. In accordance with G.S. 120-157.1 through 157.9, for local government debt to be issued greater than \$1,000,000, the local government must submit a letter to Committee Chairs, Committee Assistant, and the Fiscal Research Division of the General Assembly at least 45 days prior to presentation before the Local Government Commission.

**Completeness Checklist\***

*In addition to this application, **the following items must be included for complete application package**; please initial that each item is included in this submittal.*

N/A	Resolution by Governing Body of Applicant with Certification by Recording Officer
N/A	NCDENR Water & Sewer Rate Form (Not applicable for stormwater projects)
N/A	Fund Transfer Certification (all programs except for CDBG-I)
N/A	Applicable Priority Rating System Form with supporting narratives and documentation
Yes	Form LGC 108A and LGC 108D (all programs except for CDBG-I)
N/A	Form LGC 108C (Wastewater and Drinking Water Projects) or LGC 108D and 108E (Stormwater Projects)

\*All forms are available separately on the DWI website.

Send one (1) original and one (1) copy (CWSRF and DWSRF) or (2) copies (CDBG-I only) of the Application and all items above to:

**Mailing Address<sup>†</sup> (US Postal Service only)**

Division of Water Infrastructure  
1633 Mail Service Center  
Raleigh, NC 27699-1633

**Physical Address (FedEx, UPS)<sup>‡</sup>**

Division of Water Infrastructure – 8<sup>th</sup> Floor, Archdale Building  
512 North Salisbury Street  
Raleigh, NC 27604  
919.707.9160

<sup>†</sup>Mail delivery to the Division’s offices may take longer than anticipated. Please allow for ample time if mailing via the US Postal Service.

<sup>‡</sup>For all courier services, please use the physical address, as having a courier deliver to the mailing address will delay package delivery.

**Application Signature**

**Please note: Original signatures are required for each application.**

\_\_\_\_\_  
SIGNATURE OF CHIEF ELECTED OFFICIAL/AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
TYPED NAME

\_\_\_\_\_  
TYPED TITLE

\_\_\_\_\_  
DATE