



# Agenda

## Greenville City Council

June 6, 2016  
6:00 PM  
City Council Chambers  
200 West Fifth Street

---

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

---

**I. Call Meeting To Order**

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

**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. Special Recognitions**

- North Carolina Symphony "Ovations" Participants

**VII. Consent Agenda**

1. Minutes from the February 11, 2016 City Council meeting
2. Resolution amending the City of Greenville Personnel Policies to add Ethics and Conflicts of Interest Policy

3. Resolution amending the City of Greenville Personnel Policies to allow the waiver of the probationary period for employees reclassified to a lower or lateral classification due to reorganization or restructuring
4. Consideration of reclassification request and a resolution amending the Assignment of Classes to Pay Grades and Ranges (Pay Plan)
5. Transfer and Operating Agreement with East Carolina University for Equipment Acquired with a Golden LEAF Grant
6. Police Services Contract and Operational Memorandum of Understanding between the City of Greenville and the Greenville Housing Authority
7. Resolution approving the grant of right-of-way and an easement to the North Carolina Department of Transportation upon property owned by the City for the use and benefit of Greenville Utilities Commission in connection with the Southwest Bypass Project
8. Resolution approving the grant of right-of-way to the North Carolina Department of Transportation upon property owned by the City and Pitt County in connection with the Southwest Bypass Project
9. Ordinances and reimbursement resolution amending Greenville Utilities Commission's FY 2015-16 Budget and various capital projects budgets
10. Revised Financial Policy Guidelines
11. Report on Bids and Contracts Awarded
12. Various tax refunds greater than \$100
13. Budget Ordinance Amendment #9 to the 2015-2016 City of Greenville budget (Ordinance #15-032) and amendment to the Project Budget Ordinance (Ordinance #15-053)

## **VIII. New Business**

### **Public Hearings**

14. Public hearing on proposed fiscal year 2016-17 budgets including public hearing to be held concurrently on proposed stormwater management utility rate increase
  - a) City of Greenville including Sheppard Memorial Library and Pitt-Greenville Convention & Visitors Authority
  - b) Greenville Utilities Commission

### **Other Items of Business**

15. Presentations by Boards and Commissions
  - a. Neighborhood Advisory Board
  - b. Pitt-Greenville Airport Authority
  - c. Police Community Relations Committee
16. Reimbursement resolution for the City's Street and Pedestrian Transportation Improvement Bond Funds
17. Reimbursement resolution for the proposed Greenville Public Safety Annex installment financing agreement
18. Presentation of Neighborhood Pride Program
19. COPS Hiring Grant Application for the Police Department

**IX. Review of June 16, 2016, City Council Agenda**

**X. City Manager's Report**

20. Potential Amendments to City Council Meeting Schedule
21. Trillium Playground

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

**XII. Adjournment**



# City of Greenville, North Carolina

Meeting Date: 6/6/2016  
Time: 6:00 PM

---

<b><u>Title of Item:</u></b>	Minutes from the February 11, 2016 City Council meeting
<b><u>Explanation:</u></b>	Proposed minutes from the City Council meeting held on February 11, 2016 are presented for review and approval.
<b><u>Fiscal Note:</u></b>	There is no direct cost to the City.
<b><u>Recommendation:</u></b>	Review and approve minutes from the City Council meeting held on February 11, 2016

---

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

Attachments / click to download

[Proposed\\_Minutes\\_of\\_the\\_February\\_11\\_2016\\_City\\_Council\\_Meeting\\_1028731](#)

---

PROPOSED MINUTES  
MEETING OF THE CITY COUNCIL  
CITY OF GREENVILLE, NORTH CAROLINA  
THURSDAY, FEBRUARY 11, 2016



A regular meeting of the Greenville City Council was held on Thursday, February 11, 2016 in the Council Chambers, located on the third floor at City Hall, with Mayor Pro-Tem Kandie Smith presiding. Mayor Pro-Tem Smith called the meeting to order at 6:00 pm. Council Member Mercer gave the invocation, followed by the Pledge of Allegiance.

Those Present:

Mayor Pro-Tem Kandie Smith, Council Member Rose H. Glover, Council Member McLean Godley, Council Member Rick Smiley, Council Member P. J. Connelly and Council Member Calvin R. Mercer

Those Absent:

Mayor Allen M. Thomas

Also Present:

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

---

**APPROVAL OF THE AGENDA**

---

City Manager Barbara Lipscomb requested that the item amending the assignment of classes to pay grades and ranges and approval of reclassification requests be removed from the agenda.

Upon motion by Council Member Smiley and second by Council Member Glover, the City Council voted unanimously to remove the agenda item per request of the City Manager.

Upon motion by Council Member Smiley and second by Council Member Godley, the City Council voted unanimously to approve the agenda as amended above.

---

**PUBLIC COMMENT PERIOD**

---

Mayor Pro-Tem Smith opened the public comment period at 6:04 pm, explaining procedures which should be followed by all speakers; however, no one was present who wished to address the City Council.



---

APPOINTMENTS

---

**APPOINTMENTS TO BOARDS AND COMMISSIONS**

Affordable Housing Loan Committee

Council Member Mercer made a motion to reappoint Ronita Jones to a first three-year term that will expire January 2019. The motion was seconded by Council Member Godley and it was unanimously approved. Council Member Mercer continued all remaining appointments.

Environmental Advisory Commission

Council Member Godley continued all appointments.

Historic Preservation Commission

Mayor Pro-Tem Smith made a motion to appoint Jake Postma to a first three-year term that will expire January 2019 in replacement of Roger Kammerer, who was no longer eligible to serve, appoint Tyrone Walston to a first three-year term that will expire January 2019 in replacement of Ryan Webb, who was no longer eligible to serve and to reappoint Alice Arnold to a first three-year term that will expire January 2019. Council Member Godley seconded the motion, which was unanimously approved. Mayor Pro-Tem Smith continued all remaining appointments.

Housing Authority

Council Member Godley made a motion to appoint Dewitt Newkirk to fill an unexpired term that will expire May 2017 in replacement of Gordon Darragh, who had resigned. Council Member Smiley seconded the motion and it was unanimously approved.

Human Relations Council

Council Member Glover made a motion to appoint William Neely to an unexpired term that will expire September 2017 in replacement of Robert Hudak, who was no longer eligible to serve. Motion was seconded by Council Member Connelly and it was unanimously approved. Council Member Glover continued all remaining appointments.

Public Transportation & Parking Commission

Council Member Smiley continued all appointments.

Youth Council

Council Member Mercer continued all appointments.



---

**NEW BUSINESS**

---

**PUBLIC HEARINGS**

**ORDINANCE REQUESTED BY BEACON INVESTMENTS, LLC TO REZONE 1.412 ACRES LOCATED ALONG THE NORTHERN RIGHT-OF-WAY OF OLD FIRE TOWER ROAD AND 550+ FEET EAST OF COUNTY HOME ROAD FROM RA20 (RESIDENTIAL-AGRICULTURAL) TO OR (OFFICE-RESIDENTIAL [HIGH DENSITY MULTI-FAMILY]) - (Ordinance No. 16-007)**

Planner Chantae Gooby stated Beacon Investments, LLC has requested to rezone 1.412 acres located along the northern right-of-way of Old Fire Tower Road and 550+ feet east of County Home Road from RA20 (Residential-Agricultural) to OR (Office-Residential [High Density Multi-Family]). The subject area is located in Vision Area D.

According to Ms. Gooby, County Home Road is designated as a connector corridor at its intersection with Fire Tower Road and transitions to a residential corridor at its intersection with Bells Chapel Road. Connector corridors are anticipated to contain a variety of higher intensity activities and uses, whereas residential corridors are preferred to accommodate lower intensity residential uses. The Future Land Use Plan Map recommends commercial (C) at the intersection of Arlington Boulevard and Fire Tower Road, transitioning to office/institutional/multi-family (OIMF) as a buffer to the residential-only areas extending from this intersections. There is a designated regional focus area at the intersection of Arlington Boulevard and Fire Tower Road. These areas are intended to contain 400,000+ square feet of conditioned floor space.

Based on possible use permitted by the requested zoning, the proposed rezoning classification could generate 133 trips to and from the site via County Home Road, which is a net increase of 76 additional trips per day. During the review process, measures to mitigate traffic impacts will be determined.

In 1972, the subject property was incorporated into the City's extra-territorial jurisdiction (ETJ) and zoned RA20 (Residential-Agricultural). The site currently contains one mobile home residence and one vacant lot. Water and sanitary sewer are available. There are no known historical designations on the site, nor are there any known environmental conditions/constraints.

Surrounding land uses and zoning are as follows:

North: CG – Fire Tower Junction

South: OR – One single-family residence and one vacant lot

East: OR- Vacant



West: RA20 - Vacant

Ms. Gooby stated under the current zoning (RA20), the site could yield no more than six single-family lots. Under the proposed zoning (OR), the site could yield 15-20 multi-family units having 1, 2 or 3 bedrooms. The anticipated build-out time is within 1-2 years.

Ms. Gooby stated that, in staff's opinion, the request is in compliance with Horizons: Greenville's Community Plan and the Future Land Use Plan Map. "In compliance with the comprehensive plan" should be construed as meaning the requested zoning is (i) either specifically recommended in the text of the Horizons Plan (or addendum to the plan) or is predominantly or completely surrounded by the same or compatible and desirable zoning and (ii) promotes the desired urban form. The requested district is considered desirable and in the public interest, and staff recommends approval of the requested rezoning.

Ms. Gooby stated the Planning and Zoning Commission voted to recommend approval of the request at its January 19, 2016, meeting.

Mayor Pro-Tem Smith declared the public hearing for the proposed rezoning open at 6:11 pm and invited anyone wishing to speak in favor to come forward. Hearing no one wishing to comment in favor of the application to rezone, Mayor Pro-Tem Smith invited comment in opposition. Also hearing none, Mayor Pro-Tem Smith closed the public hearing at 6:12 pm.

Council Member Glover moved to adopt the ordinance to rezone 1.412 acres located along the northern right-of-way of Old Fire Tower Road and 550+ feet east of County Home Road from RA20 (Residential-Agricultural) to OR (Office-Residential [High Density Multi-Family]). Council Member Mercer seconded the motion, which passed by unanimous vote.

**ORDINANCE REQUESTED BY GREENVILLE UTILITIES COMMISSION TO REZONE 1.041+ ACRES LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF WEST 5TH STREET AND SOUTH PITT STREET FROM CDF (DOWNTOWN COMMERCIAL FRINGE) TO CD (DOWNTOWN COMMERCIAL) – (Ordinance No. 16-008)**

Planner Chantae Gooby stated the Greenville Utilities Commission has requested to rezone 1.041+ acres located at the northwest corner of the intersection of West 5th Street and South Pitt Street from CDF (Downtown Commercial Fringe) to CD (Downtown Commercial). The subject area is located in Vision Area G.

According to Ms. Gooby, the subject properties are located in the designated regional focus area described as the central business district (Uptown area). These nodes typically contain 400,000+ square feet of conditioned floor space. The Future Land Use Plan Map recommends commercial (C) for the area bounded by South Pitt Street, West 5<sup>th</sup> Street, the CSX Railroad and West 4<sup>th</sup> Street. A majority of the area is already zoned CD (Downtown Commercial, which is the preferred zoning district because it allows for more intensive and



complementary uses for the Uptown District with zero-lot line setbacks, mixed use development, no vegetation requirements and less restrictive parking standards.

Based on possible use permitted by the requested zoning, the proposed rezoning classification could generate 477 trips to and from the site via West 5<sup>th</sup> Street, which is a net increase of 367 additional trips per day. During the review process, measures to mitigate traffic impacts will be determined.

In 1969, the subject property was CDF (Commercial Downtown Fringe). The site currently contains the Progress Center office building, plus its associated parking, and two vacant lots. Water and sanitary sewer are available. There are no known historical designations on the site, nor are there any known environmental conditions/constraints.

Surrounding land uses and zoning are as follows:

North: CDF – Two single-family residences

South: CDF – Sprint

East: CD - Approved special use permit for 120 multi-family units and one retail space

West: CDF – One single-family residence

Ms. Gooby stated under the current zoning (CDF), the site could yield 9,935+/- square feet of office/institutional uses. Under the proposed zoning (CD), the site could yield 43,300+/- square feet of office/institutional uses. The anticipated build-out time is within 1 year.

Ms. Gooby stated that, in staff's opinion, the request is in compliance with Horizons: Greenville's Community Plan, the Future Land Use Plan Map and the West Greenville 45-Block Revitalization Plan. "In compliance with the comprehensive plan" should be construed as meaning the requested zoning is (i) either specifically recommended in the text of the Horizons Plan (or addendum to the plan) or is predominantly or completely surrounded by the same or compatible and desirable zoning and (ii) promotes the desired urban form. The requested district is considered desirable and in the public interest, and staff recommends approval of the requested rezoning.

Ms. Gooby stated the Planning and Zoning Commission voted to recommend approval of the request at its January 19, 2016, meeting.

Mayor Pro-Tem Smith declared the public hearing for the proposed rezoning open at 6:15pm and invited anyone wishing to speak in favor to come forward.

Chris Padgett – No Address Given

Mr. Padgett, who is Chief Administrative Officer for the Greenville Utilities Commission, stated he was available to answer any questions the City Council might have.



Hearing no one else wishing to comment in favor of the application to rezone, Mayor Pro-Tem Smith invited comment in opposition. Also hearing none, Mayor Pro-Tem Smith closed the public hearing at 6:16 pm.

Council Member Connelly moved to adopt the ordinance to rezone 1.041+ acres located at the northwest corner of the intersection of West 5th Street and South Pitt Street from CDF (Downtown Commercial Fringe) to CD (Downtown Commercial). Council Member Godley seconded the motion, which passed by unanimous vote.

**ORDINANCE REQUESTED BY TAFT-WARD INVESTMENTS, LLC ETAL TO ADD AN URBAN CORE (UC) OVERLAY DISTRICT FOR 4.22+ ACRES LOCATED SOUTH OF EAST 10TH STREET, WEST OF CHARLES STREET, AND EAST OF CHARLES BOULEVARD CURRENTLY ZONED AS CDF (DOWNTOWN COMMERCIAL FRINGE)** – (Ordinance No. 16-009)

Planner Chantae Gooby stated Taft-Ward Investments, LLC ETAL has to add an Urban Core (UC) Overlay District for 4.22+ acres located south of East 10th Street, west of Charles Street, and east of Charles Boulevard, currently zoned as CDF (Downtown Commercial Fringe). The request is in conjunction with the Dormitory Development within the CDF-UC Overlay text amendment. The subject area is located in Vision Area I.

According to Ms. Gooby, Charles Boulevard is a “gateway corridor” from its beginning at East 10<sup>th</sup> Street and continuing south. Gateway corridors serve as primary entranceways into the City and help define community character. These corridors are also designed to carry large volumes of high-speed traffic. East 10<sup>th</sup> Street, between Memorial Drive and Greenville Boulevard, is considered a “connector corridor”. Connector corridors are anticipated to contain a variety of higher intensive uses.

Based on the analysis comparing the existing zoning, which averages 5,971 daily trips, and the requested zoning, the proposed rezoning classification could general approximately 2,000 trips to and from the site on East 10<sup>th</sup> Street, which is a net decrease of 3,971 trips per day. Since the traffic analysis for the requested rezoning indicates the proposal would generate less traffic than the existing zoning, a traffic volume report was not generated.

These tracts were zoned O&I (Office and Institutional) on the 1969 series zoning map. In 1985, they were rezoned to CDF. Water and sanitary sewer are available. There are no known historical designations on the site, nor are there any known environmental conditions/constraints.

Surrounding land uses and zoning are as follows:

North: OR – ECU Parking and Traffic Services, 3 State-owned vacant lots

CDF – FedEx/Kinkos

South: CDF – State Farm Insurance Office



East: CD – Arby’s Restaurant  
OR – One single-family residence and Gamma Rho Chapter House  
West: CDF – Krispy Kreme Doughnuts, Charles Boulevard Shoppes, G-Vegas Magazine Office and Charles Pointe Apartments

Ms. Gooby stated the property currently contains a commercial center, Charles Street Townes Apartments, Holloman Apartments, seven vacant lots, one single-family residence and Theta Chi Chapter House. Under current zoning (CDF), it could accommodate 40,000+/- square feet of retail, fast food restaurant(s) and personal service uses. Under the proposed zoning (CDF-UC), the property could accommodate 550-650 multi-family beds and 20,000+/- square feet of retail/personal service uses.

Ms. Gooby noted that the general purpose and intent of the Urban Core Overlay District is to allow modifications of specific site development standards of the OR and CDF underlying zoning districts which are designed to facilitate development and redevelopment of in-fill sites in the general area bounded by 10<sup>th</sup> Street, the CSX Railroad, 14<sup>th</sup> Street and Green Mill Run.

Ms. Gooby stated that, in staff's opinion, the request is in compliance with Horizons: Greenville's Community Plan and the Future Land Use Plan Map. "In compliance with the comprehensive plan" should be construed as meaning the requested zoning is (i) either specifically recommended in the text of the Horizons Plan (or addendum to the plan) or is predominantly or completely surrounded by the same or compatible and desirable zoning and (ii) promotes the desired urban form. The requested district is considered desirable and in the public interest, and staff recommends approval of the requested rezoning.

Ms. Gooby stated the Planning and Zoning Commission voted to recommend approval of the request at its January 19, 2016, meeting.

Mayor Pro-Tem Smith declared the public hearing for the proposed rezoning open at 6:21pm and invited anyone wishing to speak in favor to come forward.

Jim Walker – No Address Given

Mr. Walker, of Rivers and Associates, speaking on behalf of the applicant, stated he was available to answer any questions the City Council might have.

Hearing no one else wishing to comment in favor of the application to rezone, Mayor Pro-Tem Smith invited comment in opposition. Also hearing none, Mayor Pro-Tem Smith closed the public hearing at 6:22 pm.

Council Member Godley moved to adopt the ordinance to add an Urban Core (UC) Overlay District for 4.22+ acres located south of East 10th Street, west of Charles Street, and east of



Charles Boulevard currently zoned as CDF (Downtown Commercial Fringe). Council Member Smiley seconded the motion, which passed by unanimous vote.

**ORDINANCE TO AMEND THE ZONING ORDINANCE BY ADDING A DORMITORY DEVELOPMENT AS AN ALLOWED LAND USE WITHIN THE CDF (DOWNTOWN COMMERCIAL FRINGE) ZONING DISTRICT - UC (URBAN CORE OVERLAY), SUBJECT TO AN APPROVED SPECIAL USE PERMIT, AND ESTABLISHING SPECIFIC CRITERIA -**  
(Ordinance No. 16-010)

Chief Planner Tom Weitnauer stated the City received an application from Rivers and Associates, Inc. for a text amendment that proposes the addition of regulations to allow Dormitory Development as an allowed land use within the CDF (Downtown Commercial Fringe) zoning district - UC (Urban Core Overlay), subject to an approved special use permit, and establishing specific criteria.

The text amendment proposes Dormitory Developments in the Downtown Commercial Fringe Zoning District-Urban Core Overlay District (CDF-UC) with approval of a special use permit, and proposes development criteria for such development, including that such development must be rezoned to add an Urban Core (UC) Overlay District. Planner Weitnauer referenced a map which illustrates locations of the CDF zoning district and the boundary of where the Urban Core Overlay District is eligible to be added under a rezoning process to show where Dormitory Developments would be allowed under the proposed text amendment. This text application was submitted concurrent with a rezoning application to add the Urban Core Overlay District to the property.

Planner Weitnauer stated if this ordinance is adopted, applicants seeking to construct dormitory developments in the CDF (Downtown Commercial Fringe) Zoning District will be required to rezone their property to add the Urban Core (UC) Overlay District, apply to the Board of Adjustment to seek approval of a special use permit, and submit a proposed site plan for review.

Council Member Smiley asked if the intent of the proposed parking ratio is to fully house all the parking that will be needed by a development like this, or if overflow is expected.

Planner Weitnauer stated the goal is to size the requirement appropriately, targeting the requirement to the development while not exceeding what is necessary.

Mayor Pro-Tem Smith declared the public hearing for the proposed amendment open at 6:44pm and invited anyone wishing to speak in favor to come forward.

**Jim Walker - No Address Given**

Mr. Walker, of Rivers and Associates, stated the requested amendment is a result of weeks of dialogue between his company, the applicant and City staff. It allows more competitive



development in the urban core district, with more restrictions and greater setback. He stated they want to bring in this potential type of dormitory development to incorporate a certain amount of retail development. Mr. Walker spoke briefly about their plans for the property and stated he was available to answer any questions the City Council might have.

Mike McCarty – No Address Given

Mr. McCarty, who indicated he's working with the applicant and coordinating with City staff, distributed photographs of the area taken between August last year and January this year to demonstrate the use of the parking area.

Hearing no one else wishing to comment in favor of the proposed amendment, Mayor Pro-Tem Smith invited comment in opposition. Also hearing none, Mayor Pro-Tem Smith closed the public hearing at 7:01 pm.

Council Member Smiley moved to amend the Zoning Ordinance by adding a Dormitory Development as an allowed land use within the CDF (Downtown Commercial Fringe) Zoning District – UC (Urban Core Overlay), subject to an approved special use permit, and establishing specific criteria. Council Member Glover seconded the motion, which passed by unanimous vote.

---

**OTHER ITEMS OF BUSINESS**

---

**RESOLUTION APPROVING THE ISSUANCE OF UP TO \$73,500,000 GREENVILLE UTILITIES COMMISSION COMBINED ENTERPRISE SYSTEM REVENUE AND REFUNDING BONDS, SERIES 2016** – (Resolution No. 008-16)

City Manager Barbara Lipscomb asked that the title of the agenda item (as printed above) be modified to read as "Resolution approving GUC officials, staff and agents to implement the necessary actions to ensure the issuance of up to \$73,500,000 GUC combines Enterprise System Revenue and Refunding Bonds, Series 2016."

Greenville Utilities Commission (GUC) Chief Executive Officer (CEO) Tony Cannon stated that in order to provide funding for projects associated with its capital improvement plan, GUC needs to move forward with the issuance of up to \$43,500,000 in revenue bonds. If market conditions are favorable, the Commission will also refund existing bonds of up to \$30,000,000 to obtain lower interest rates and savings for its customers.

According to CEO Cannon, the GUC Board of Commissioners approved a resolution on January 21, 2016 that authorizes and directs the officers, agents and employees of the Commission to do all acts and things required of them by the provisions of that resolution and recommends the City Council adopt a resolution which does the following:



- Appoints the professionals to work with the City and the Commission in connection with the issuance and sale of the Series 2016 Bonds, FirstSouthwest, a division of Hilltop Securities Inc., as Financial Advisor; Sidley Austin LLP, as Bond Counsel; Womble Carlyle Sandridge & Rice, LLP, as underwriters' counsel; The Bank of New York Mellon Trust Company, N.A, as Trustee, Bond Registrar and, if applicable, Escrow Agent; and Black and Veatch International Company and Raftelis Financial Consultants, Inc, as Consulting Engineers and making the findings and determinations required by the Local Government Commission (LGC) in connection with the authorization and issuance of the Series 2016 Bonds.
- Approves the Commission's selection of Wells Fargo Securities and FTN Financial as underwriters of the Series 2016 Bonds.

CEO Cannon requested that the City Council consider adoption of the requested resolution.

After a brief period of questions and answers, Council Member Glover moved adopt the resolution approving the financing team and making the findings and determinations required by the North Carolina Local Government Commission with respect to the issuance of up to \$73,500,000 GUC Combined Enterprise System Revenue and Refunding Bonds, Series 2016. Council Member Smiley seconded the motion, which passed by unanimous vote.

**ORDINANCE AMENDING THE PENALTY FOR OVERTIME PARKING IN THE DOWNTOWN AREA AND ORDINANCE ELIMINATING THE TWO-HOUR PARKING LIMIT IN THE FOURTH STREET PARKING GARAGE** – (Ordinances No. 16-011 and 16-012)

Chief of Police Mark Holtzman stated that at the City Council Planning Session, two changes were discussed regarding parking in the downtown area. One was increasing the penalty for overtime parking in that area. The other was eliminating the two-hour parking limit in the Fourth Street Parking Garage so that the two-hour limit would not apply to paid public parking.

As was presented at the December City Council meeting, Chief Holtzman stated the Public Transportation and Parking Commission unanimously approved a recommendation to increase the 'over-time' parking fee from \$5 to \$20. City Council discussion at that time recommended a graduated fee schedule, if possible, using the current parking system program. The current vendor, Hectronics, indicates the system can support a graduated fee schedule; therefore, the following fee schedule is being proposed for City Council approval.

For parking in the downtown area at any of the current "Free 2-Hour Parking" locations, the fine/fee for staying beyond the 2-hour period – the "Over-Time Fee" is proposed to be administered as follows:



Current	Late Payment Fees	Proposed	Late Payment Fees
1st Violation \$5	\$10, \$15	\$5	\$10, \$15
2nd Violation \$5	\$10, \$15	\$10	\$20, \$30
3rd Violation \$5	\$10, \$15	\$20	\$35, \$50

Chief Holtzman stated that in order to encourage parking in the Fourth Street Parking Garage, an ordinance change is proposed which would eliminate the current 2-hour parking maximum for paid public parking. Currently, paid public parking in the deck is restricted to two hours with use of the new pay stations. This ordinance change will allow all-day parking for the public in the parking garage and provide an alternative for visitors to downtown wishing to stay longer than two hours. Chief Holtzman stressed that the change does not provide for free two-hour parking as located on the street, but does provide for normal payment for public parking ranging from 1 hour to all-day.

After a brief discussion of proposed changes and the potential impact on visitors, Council Member Smiley moved adopt the ordinance amending the penalty for Overtime Parking in the Downtown Area and the Ordinance eliminating the two-hour parking limit in the Fourth Street Parking Garage. Council Member Mercer seconded the motion, which passed by unanimous vote.

**RESOLUTION AMENDING THE ASSIGNMENT OF CLASSES TO PAY GRADES AND RANGES (PAY PLAN) AND APPROVAL OF RECLASSIFICATION REQUESTS**

The item listed above was removed from the agenda.

**PROPOSED FEES FOR AUDITING SERVICES**

Assistant City Manager Michael Cowin stated that Cherry Bekaert, LLP was awarded a 5-year contract on April 30, 2015 for auditing services beginning with fiscal year ending June 30, 2015 and continuing through fiscal year ending June 30, 2019, subject to annual contract approval by City Council. This is the second year of the contract. The originally proposed fees for auditing services for the fiscal year ending June 30, 2016 totaled \$70,500 in the first year's contract. The fees were recalculated and have increased to \$117,500, with the majority of that increase being related to the additional cost of auditing with new financial system implementation. Essentially, the auditor has to test and confirm that the new system gives the same result as the old system. Costs associated with the implementation and testing of this new system will go away after 1-2 years. The remaining additional cost was a result of the hours involved in preparing the audit above the original estimate. The annual contracts will be authorized once audit fees are approved by City Council. Funds for this contract are available in the Financial Services Department's budget.



Council Member Smiley stated, if he recalled correctly, that the additional hours worked by the auditor were related to a deadline for the bond release, essentially performing work the City could have done, but work the auditor could do more quickly. He stated he did not anticipate that would be additional work that would continue.

Assistant City Manager Cowin stated his recollection was correct, and that no, the additional work would not be a continuing event.

Council Member Connelly asked about the parameters of the 5 year contract with Cherry Bekaert, LLP. Is it just for exclusive use of their services for the audit?

Assistant City Manager Cowin stated that was correct, with the opportunity for adjustments over the life of the contract. The Local Government Commission requires a contract for each year, even with a 5 year agreement.

Council Member Connelly asked if the contract could be broken.

Assistant City Manager Cowin stated it could – it could go out for bid – however, both a municipality and an auditor would like to know there will be a long term relationship because of the effort involved in establishing a process.

Council Member Connelly said he realized it may not be cost effective to make a change now, but expressed concern over the substantial increase and the auditor's having significantly underestimated the number of hours of work that would be involved.

Council Member Glover moved to approve auditing services fees for the contract with Cherry Bekaert, LLP for the fiscal year ending June 30, 2016. Council Member Smiley seconded the motion, which passed by a vote of 5 to 1, with Council Member Connelly casting the dissenting vote.

**BUDGET AMENDMENT TO THE FISCAL YEAR 2015-2016 VEHICLE REPLACEMENT FUND** – (Ordinance No. 16-012.5)

In follow-up to discussion on this item from the February 8, 2016 City Council Meeting, Fire/Rescue Chief Eric Griffin stated he had attempted to contact Pat Patton, who is the Regional Sales Manager for Spartan, but had not received a return call.

Council Member Godley indicated he had taken the liberty of making some calls himself. He stated he spoke to Travis Parsons, who is Sales Engineer for Braun Ambulance. Mr. Parsons promised delivery within 12-14 months. Council Member Godley suggested the Chief call him. He stated he also spoke to someone at Spartan who said the cab and chassis could be available within 4 months.



Chief Griffin stated that Eric Wilcox is the Sales Representative for this area and suggested that the calls Council Member Godley made may not result in the outcome promised. Spartan is reluctant to commit to a time because of the components involved. There are only six pumper ambulances in the nation, so it's not a priority for them to stop their regular production line to build one. The unit Greenville has needs to have a load height of 36" but does not, due to a design flaw. The City has overcome the problem through the use of special tires, but there will still be problems if a tire goes flat.

Council Member Godley expressed concern that the rationale stated Monday for incurring the additional cost was the City's inability to get a delivery time, yet he was able to get one within 20 minutes. He feels this warrants another phone call before that much money is spent.

Chief Griffin stated this process began last January, working with Eric Wilcox from Braun and Pat Patton from Sparta – they were the company representatives assigned to the project, and he would not have gone outside that assignment. They will tell you they can get it done, but they won't guarantee a delivery date. This is not an off-the-shelf item, and not having it available when needed puts Greenville's citizens at risk.

Council Member Smiley asked if Chief Griffin feels the more expensive truck is worth the additional cost and if it is his opinion that this is the best vehicle for the City.

Chief Griffin stated it is, and had they known it was available through this new source when they bought the first vehicle, they would have done so. He stated he does feel it is the best vehicle, and the best value, for the City's application.

Council Member Connelly asked when the City obtained the one currently in the fleet.

Chief Griffin stated it has been about a year, but it took a considerable time to obtain – he thinks the purchase process began in 2012.

Council Member Connelly asked if anyone has discussed the design flaws with the vendor.

Chief Griffin stated he has, and the manufacturer has reimbursed the City a significant amount of money, but ultimately the City is stuck with the vehicle and the flaw. He stated he believes the manufacturer was interested in producing this type of vehicle back when the process began for the first one because of the slow economy, but now that the economy is picking up, he feels they are not interested in stopping their more traditional manufacturing processes to build one.

Council Member Connelly asked if most cities are not using this type of vehicle, why is Greenville. He asked if it is capable of being the lead pumper in a fire situation.



Chief Griffin stated the vehicle is capable of fighting most fires, although there are some for which it may not be sufficient. But the vehicle is capable of addressing the additional emergency medical services provided by the City.

Council Member Smiley moved to approve the budget amendment to the Vehicle Replacement Fund in the total amount of \$327,521. Mayor Pro-Tem Smith seconded the motion, which passed by a vote of 4 to 2, with Council Members Godley and Connelly casting the dissenting votes.

### **PURCHASE ORDER REQUEST FOR ONE PUMPER/AMBULANCE FOR THE FIRE-RESCUE DEPARTMENT**

Having just discussed this purchase in the previous agenda item, Council Member Smiley moved to approve the purchase of a pumper/ambulance from Pierce Manufacturing through the Houston-Galveston Area Council Contract (HGAC) at a total amount of \$694,386. Council Member Mercer seconded the motion, which passed by a vote of 4 to 2, with Council Members Godley and Connelly casting the dissenting votes.

### **COUNCIL-ADOPTED POLICY ON COUNCIL-STAFF COMMUNICATIONS**

Council Member Glover stated she had asked for discussion on this policy, which was originally brought before the Council by the City Manager in 2012. There are times when it is difficult to reach a manager or a department head, yet there is something urgent that needs to be addressed. Referencing David Lawrence's book Municipal Government in North Carolina, she stated the Council members are working not for themselves, but for the community. Any policy that takes away getting quicker services is not a good policy.

Council Member Glover stated it is difficult, with the amount of things going on in her district, to have to stay on the phone to track people down. She feels the Council-Staff Communications policy is not in line with Mr. Lawrence's book or with the Council-Manager form of government. She stated it is frustrating to make a call in the morning and not get an answer until the evening. She stated she did not vote in favor of the current policy and there are now new members on the City Council who are doing really well, but who did not have a voice in adoption of that policy.

Council Member Glover then moved to repeal the policy on Council-Staff Communications. Council Member Connelly seconded the motion.

Council Member Mercer stated his interest is in transparency and prudent use of taxpayer money. If an employee is hired to do a specific job, they have a job description, a supervisor and a chain of command for accomplishing the goals of this Council. They are expected to follow the direction of their supervisor. If an elected official gives that



employee instruction on a policy matter that is different from what the supervisor would have them do, it puts the employee in a very awkward situation.

Council Member Mercer said he absolutely agrees with Council Member Glover that if there is an emergency situation or some non-policy or non-personnel matter, a council member should be able to address that. Many issues should be addressed through the City Compass or 911. Council Member Mercer stated he feels the 2012 guidelines were designed to foster prudent government relations and to foster transparency. The City Council as a whole sets policy and makes decisions. If the City Council makes personnel decisions, they do it as a whole council. They discuss and debate in front of the public and in front of their colleagues on the council. As long as decisions are made on the dais, it's fine.

Council Member Mercer asked the City Attorney if the existing policy is consistent with the Council-Manager form of government.

City Attorney Dave Holec stated that it is consistent.

Council Member Glover stated she feels like the City Council has allowed staff to set policy for the City Council. It changes the whole Council-Manager form of government.

Mayor Pro-Tem Smith asked if Council Member Glover wants the policy repealed in its entirety, or if she wants it rewritten somehow.

Council Member Glover said the policy is petty and causes staff to treat Council Members differently.

Council Member Smiley said he feels there are many things in the policy that are incredibly useful – for example, how to put items on the agenda. Perhaps if there are objectionable parts, those could be addressed.

Council Member Glover withdrew her original motion and asked if the City Attorney could draft a revision.

City Attorney Holec asked if Council Member Glover was asking for a specific exception for emergencies or situations in which a council member is unable to reach a manager or department head.

Council Member Glover agreed that she was, and added that she wants language on the roles of council members broadened.

Council Member Glover then moved to direct the City Attorney to draft revisions to the Council-Staff Communications Policy based on tonight's discussion for consideration at the



March meeting. Council Member Mercer seconded the motion, which passed by unanimous vote.

---

**CITY MANAGER'S REPORT**

---

City Manager Lipscomb reported that the City had received an award from Uptown for the construction of the parking garage. She expressed her sincere appreciation to all the staff who were so involved in that project.

---

**COMMENTS FROM THE MAYOR AND CITY COUNCIL**

---

Mayor Pro-Tem Smith and City Council members made comments about past and future events.

---

**ADJOURNMENT**

---

Council Member Mercer moved to adjourn the meeting, seconded by Council Member Godey. There being no further discussion, the motion passed by unanimous vote and Mayor Pro-Tem Smith adjourned the meeting at 8:35 pm.

Respectfully submitted,

Carol L. Barwick, CMC  
City Clerk



# City of Greenville, North Carolina

Meeting Date: 6/6/2016  
Time: 6:00 PM

---

**Title of Item:** Resolution amending the City of Greenville Personnel Policies to add Ethics and Conflicts of Interest Policy

**Explanation:** **Abstract:** The proposed amendment to the City's Personnel Policies adds a new section, Article VI, Section 23.0, Ethics and Conflicts of Interest Policy.

**Explanation:** As part of the City's 2014-15 financial audit, the City's independent, external audit firm, Cherry Bekaert, issued a letter to management that included observations and recommendations for improvement with concerns to the City's internal control environment. A sound internal control environment exists in order to prevent, detect, and correct financial misstatements in a timely manner.

Cherry Bekaert's review of the City's internal control environment observed that the City did not have a formal ethics policy or conflicts of interest policy applicable to employees. Both an ethics policy and a conflict of interest policy are intended to set the tone on acceptable and/or nonacceptable employee behavior and actions that could impact the integrity and reliability of the City's financial operations. Cherry Bekaert's recommendation was to establish an ethics and conflicts of interest policy for employees.

The proposed amendment adds a new section, Article VI, Section 23.0, Ethics and Conflicts of Interest, to the City's Personnel Policies and includes provisions relating to the acceptance of gifts and favors and conflicts of interest.

**Fiscal Note:** No direct cost

**Recommendation:** Adopt the resolution amending the City of Greenville Personnel Policies

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

Attachments / click to download

 [Resolution Amending Personnel Policy re Ethics and Conflict of Interest Policy 1028652](#)

---

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

A RESOLUTION AMENDING THE CITY OF GREENVILLE PERSONNEL POLICIES  
ESTABLISHING AN ETHICS AND CONFLICTS OF INTEREST POLICY

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

Section 1. That Article VI of the City of Greenville Personnel Policies is hereby amended by the addition of Section 23.0 Ethics and Conflicts of Interest Policy to read as follows:

**SECTION 23.0**

SECTION 23.1 Purpose

The purpose of this Ethics and Conflicts of Interest Policy is to establish guidelines for ethical standards of conduct for employees of the City of Greenville.

In establishing this Policy, the City desires to promote public trust in City government, preserve government integrity, and protect the public against decisions affected by improper influence or conflicts of interest.

SECTION 23.2 Acceptance of Gifts and Favors

No employee shall accept any gift (whether in the form of service, loan, thing, or promise) from any person who, to the employee's knowledge, is interested directly or indirectly in any manner whatsoever in business dealings with the City.

No employee shall accept any gift, favor, or thing of value that may tend to influence that employee in the discharge of that employee's duties.

No employee shall grant in the discharge of that employee's duties any improper favor, service, or thing of value.

SECTION 23.3 Conflicts of Interest

No employee shall derive a direct or indirect benefit from a contract with the City, other than the duly authorized salary or compensation for the services to the City for which the employee was hired.

No employee shall influence the City's selection of a corporation, company, person, or other entity doing business with the City or proposing to do business with the City, if the employee will derive a direct or indirect benefit from the contract with the corporation, company, person, or other entity.

An employee derives a direct or indirect benefit from a contract if the employee or his or her spouse (i) has an ownership or other interest in the company, corporation, or other entity that is a party to the contract; (ii) derives any income or commission directly from the contract, or (iii) acquires property under the contract.

SECTION 23.4      Reporting Requirement

An employee shall immediately inform the employee's supervisor if involved in a situation that may involve the acceptance of an improper gift or may cause a conflict of interest. Notwithstanding the foregoing, due to the possibility that an employee's supervisor may be involved in a suspected improper gift or conflict of interest, an employee who believes that it would be more reasonable and prudent may notify anyone listed below, orally or in writing:

1. The employee's immediate supervisor;
2. The employee's department head;
3. The Director of Human Resources;
4. An Assistant City Manager;
5. The City Attorney; or
6. The City Manager.

Retaliation against any employee who in good faith reports a suspected improper gift or conflict of interest is prohibited.

Section 2.      All inconsistent provisions of former resolutions are hereby repealed.

Section 3.      This resolution shall be effective upon its adoption.

ADOPTED this the 6th day of June, 2016.

---

Allen M. Thomas, Mayor

ATTEST:

---

Carol L. Barwick, City Clerk



# City of Greenville, North Carolina

Meeting Date: 6/6/2016  
Time: 6:00 PM

---

**Title of Item:** Resolution amending the City of Greenville Personnel Policies to allow the waiver of the probationary period for employees reclassified to a lower or lateral classification due to reorganization or restructuring

**Explanation:** **Abstract:** The proposed resolution amends Article IV, Section 10.0 Pay of Reclassified Employee/Pay for Employee Affected by Reorganization or Restructuring and Article V, Section 7.0 Probationary Period of the City's Personnel Policies.

**Explanation:** The proposed amendments provide the City Manager the discretion to waive the probationary period when a position is reclassified to a lower or lateral classification due to reorganization or restructuring. This proposed change will not automatically require that an employee who has already completed the initial probationary period complete a new probationary period as a result of the reassignment to a lower or lateral classification due to reorganization or restructuring. Rather, the City Manager will have the authority to waive the probationary period if deemed appropriate.

The changes in the current Policies are shown in red.

**Fiscal Note:** None

**Recommendation:** Adopt the resolution amending the City of Greenville Personnel Policies.

---

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

Attachments / click to download



RESOLUTION NO. \_\_\_\_\_  
A RESOLUTION AMENDING THE CITY OF GREENVILLE  
PERSONNEL POLICIES TO ALLOW THE WAIVER OF THE PROBATIONARY PERIOD

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

Section 1. The City of Greenville Personnel Policies is hereby further amended by amending Article IV, Section 10.0 Pay of Reclassified Employee/Pay for Employee Affected by Reorganization or Restructuring and Article V, Section 7.0 Probationary Period to read as follows:

**ARTICLE IV, SECTION 10.0**

**Pay of Reclassified Employee/Pay for Employee Affected by Reorganization or Restructuring**

A reclassification occurs as a result of a review of job content and is based upon job duties and responsibilities rather than individual performance. With a reclassification, the duties and responsibilities of the position will be changed permanently, materially, and significantly.

A reorganization or job restructuring occurs in response to organizational, operational, and/or technological needs. In both situations, an entire class of positions or only one or more individual positions within a class may be affected.

The salary and annual performance review date of an employee whose position is reclassified to a lower or lateral classification shall not be affected by the change. **When a position is reclassified to a lower or lateral classification due to reorganization or restructuring, the department head, with the City Manager's approval, may waive the probationary period.** The employee whose position is reclassified to a higher pay grade due to significant changes in job responsibilities will receive a 5% salary increase or be increased to the minimum of the new pay grade, whichever is greater. The purpose of the reclassification pay increase is to recognize and compensate the employee for taking on increased responsibility. The annual performance review date will be changed to one year from the date of the reclassification. An employee who successfully completes the six-month probationary period following reclassification shall receive a 5% salary increase. In no event shall the initial or probationary increase exceed the maximum step of the pay plan.

**ARTICLE V, SECTION 7.0**

**Probationary Period**

All employees appointed or promoted to designated part-time or regular full-time positions shall serve a probationary period of six months, with the following exceptions:

- Sworn law enforcement personnel, subject to North Carolina Criminal Justice Education and Training Standards regulations, who will serve a probationary period of twelve months, and
- Employees in a trainee status (including sworn Police and Fire/Rescue trainees) who will serve an extended probationary period as established by the City Manager in order to obtain desirable education and experience requirements, **and**

- Employees whose position is reclassified to a lower or lateral classification due to reorganization or restructuring and whose probationary period has been waived by the department head, with the City Manager's approval.

The probationary period provides a specific time frame for supervisors to monitor, evaluate, and assist an employee in adjustment to service with the City in general and to the position in particular. Proper use of the probationary period will result in identification and retention of those employees who demonstrate the skills and meet the performance levels required of various positions. Successful completion of a probationary period should not be construed as guaranteeing continued employment or as creating a contract of employment.

During the probationary period, the supervisor of the employee serving in a probationary status shall closely monitor the progress of that employee and shall frequently discuss with the employee his or her performance. Before the end of the probationary period, a performance evaluation shall be completed by the supervisor and the supervisor shall meet with the employee to discuss accomplishments, strengths, and any needed improvements. The supervisor shall recommend in writing whether the probationary period should be completed, extended, or the employee transferred, demoted, or dismissed. Probationary periods may be extended for a maximum of six (6) additional months.

An employee may be dismissed during the probationary period at any time the department head has documented that the employee is not satisfactorily performing the assigned duties. An employee who is dismissed while serving a probationary period following initial employment may not appeal such action. If an employee fails to successfully complete the probationary period including any approved extension, the probationary employee shall be dismissed from employment.

Section 2. All inconsistent provisions of former resolutions, ordinances, or policies are hereby appealed.

Section 3. This resolution shall be effective June 6, 2016.

ADOPTED this the 6<sup>th</sup> day of June, 2016.

---

Allen M. Thomas, Mayor

ATTEST:

---

Carol L. Barwick, City Clerk



# City of Greenville, North Carolina

Meeting Date: 6/6/2016  
Time: 6:00 PM

---

**Title of Item:** Consideration of reclassification request and a resolution amending the Assignment of Classes to Pay Grades and Ranges (Pay Plan)

**Explanation:** **Abstract:** To recognize reorganizations, maximize organizational efficiencies and new organizational structure, changes are recommended to the classifications in the Code Enforcement Division of the Community Development Department.

**Explanation:** The Code Enforcement Division was recently transferred to the Community Development Department. As a result of that classification and in recognition of the duties and responsibilities of the Code Enforcement division supervisor, Segal Waters Consulting was asked to review and evaluate the appropriate pay grade for the Code Enforcement Coordinator. This position was previously part of the Police Department and had supervision of Animal Protective Services and Parking Enforcement as part of the duties when the position was initially reviewed by Segal Waters. Review of the duties of the position as aligned in the Community Development Department determined that the appropriate title of the position should be Code Enforcement Supervisor rather than Code Enforcement Coordinator. The position has been recommended to be placed in pay grade 115.

**Fiscal Note:** The reclassification of the Code Enforcement position will not result in an increase to the budget.

**Recommendation:** Approve the resolution amending the Assignment of Classes to Pay Grades and Ranges (Pay Plan) to incorporate the proposed change.

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

Attachments / click to download

 [code\\_enforcement\\_coordinator\\_1029679](#)

---

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>
Code Enforcement Supervisor	115

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

<u>Classification Title</u>	<u>Pay Grade</u>
Code Enforcement Coordinator	117

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

Section 4. This resolution shall be effective June 6, 2016.

Adopted this the 6<sup>th</sup> day of June, 2016.

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

ATTEST:

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



# City of Greenville, North Carolina

Meeting Date: 6/6/2016  
Time: 6:00 PM

**Title of Item:** Transfer and Operating Agreement with East Carolina University for Equipment Acquired with a Golden LEAF Grant

**Explanation:** **Abstract:** In April, 2015, the City entered into a grant agreement with The Golden L.E.A.F. (Long-term Economic Advancement Foundation), Inc. for an economic development project. The grant involved the City acquiring equipment which it leased to ArroGen, LLC with ArroGen committed to create 80 new fulltime jobs. ArroGen ceased operations in the Fall, 2015. The equipment is now proposed to be transferred to East Carolina University for research, educational, service, scientific, and economic development purposes. The Transfer and Operation Agreement between the City, ECU, and Golden LEAF accomplishes this transfer for this purpose.

**Explanation:** In April, 2015, the City entered into a grant agreement with The Golden L.E.A.F. (Long-term Economic Advancement Foundation) Inc. (Golden LEAF) for an economic development project. The grant provided funding to the City to purchase equipment to lease to ArroGen, LLC, which was headquartered in Greenville. ArroGen provided advanced forensic DNA technology and expert consulting services to forensic laboratories, law enforcement, attorneys and government agencies.

ArroGen planned to create, by the end of 2019, 80 new full time jobs with an average wage of \$61,000 per year plus benefits. If ArroGen met job creation goals, the Lease payments were to be kept by the City and used for economic development purposes. If ArroGen did not meet job creation goals, then the City was to return the money to Golden LEAF up to the amount the City received and the City was required to take action to recover equipment debt from ArroGen.

In accordance with the grant terms, in June, 2015, the City entered into an Equipment Lease with ArroGen. The City acquired a Mass Spectrometer for \$371,935.39 with the grant funds. ArroGen made lease payments of \$13,000 then stopped making lease payments. ArroGen tried to get new financial backers but failed and stopped operations.

Steps were taken in cooperation with ArroGen, Golden LEAF and ECU in order to continue to receive an economic benefit from the equipment. This included moving the equipment to a secure location at the Brody School of Medicine since East Carolina proposed to use the equipment in ECU's Pharmaceutical Development and Manufacturing Center of Excellence. Additionally ArroGen signed a Confession of Judgment for amount owed to the City pursuant to the Lease Agreement after acceleration of payments less the value of the equipment - (\$174,544.20). This has been filed with the Clerk of Court.

An Agreement between the City, ArroGen, and Golden LEAF is proposed to finalize the transfer to ECU. The Agreement provides that the City transfers ownership of the equipment to ECU. ECU is to use the equipment for research, service, scientific, and economic development purposes. ECU can charge fees relating to the use of the equipment and services related to the equipment but the City is allowed to use equipment or services related to the equipment at a rate which ECU charges federal agencies to use the equipment (when federal monies are involved, federal agencies can only be charged the lowest rate charged to any entity – the rate would be the actual cost of supplies, materials, and personnel) . Golden LEAF consents to this arrangement and waives its rights to require sale of the equipment but retains any claims to amounts recovered by the City related to the lease to ArroGen.

Attached is a copy of the Transfer and Operating Agreement.

**Fiscal Note:**

The Transfer and Operating Agreement does not have a fiscal impact on the City. If the City receives any funds as a result of the filed Confession of Judgment with ArroGen, those funds will be required to be paid to Golden LEAF. If no funds are received, no payment by the City is required.

**Recommendation:**

It is recommended that the Transfer and Operating Agreement between the City of Greenville, East Carolina University, and the Golden L.E.A.F. (Long-term Economic Advancement Foundation), Inc. be approved.

---

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

Attachments / click to download

 [Agreement](#)

## EQUIPMENT TRANSFER AND OPERATING AGREEMENT

This Equipment Transfer and Operating Agreement (“Agreement”) is made effective and entered into on the date of last signature below (the “Effective Date”) by and between the City of Greenville (“City”) and East Carolina University (“ECU”), a constituent institution of the University of North Carolina with offices at East Fifth Street, Greenville, NC 27858, with the consent of The Golden L.E.A.F. (Long-term Economic Advancement Foundation), Inc. (“Golden LEAF”).

### RECITALS

WHEREAS, Golden LEAF awarded a grant to the City to purchase equipment that the City leased to ArroGen, LLC (the “Company”); and

WHEREAS, the City used the grant to purchase an Autoflex speed MALDI TOF/TOF System: MALDI TimeofFlight Mass Spectrometer and attendant software manufactured by Bruker Daltronics, Inc., Part #8265420 and Part #8701690 (the “Equipment”) and leased the Equipment to the Company; and

WHEREAS, the Company has ceased operations and defaulted on its obligations under the lease for the Equipment; and

WHEREAS, the Company has entered a Confession of Judgment in favor of the City which acknowledges that the City has taken possession of the Equipment and credits the value of the Equipment against the amount owed to the City by the Company; and

WHEREAS, ECU has expressed interest in using the Equipment for educational and research purposes and to promote economic development in the City and North Carolina; and

WHEREAS, the City wishes to transfer ownership of the Equipment to ECU on the terms and conditions set forth herein; and

WHEREAS, Golden LEAF enters this Agreement to consent to its terms;

NOW, THEREFORE, for and in consideration of the mutual rights and benefits set forth herein, the City, ECU, and Golden LEAF agree as follows:

- 1) The City represents and warrants that it has clear legal title to the Equipment, free and clear of any third party claims or creditor liens, that it is the sole owner of the Equipment, and that it has the authority and has received the necessary approvals to enter into this Agreement. The City hereby transfers said title to and ownership of the Equipment to ECU. The City will take reasonable additional steps that may be necessary to timely document or complete the transfer of the Equipment and any warranties, service agreements, or similar agreements to ECU; provided, however, that the City makes no representation about the existence or assignability of such agreements.
- 2) The City is neither a seller nor manufacturer of the Equipment. The City makes **NO WARRANTIES, EITHER EXPRESS OR IMPLIED REGARDING THE EQUIPMENT. ALL EXPRESS WARRANTIES AND ALL IMPLIED WARRANTIES OF ANY KIND, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY**

**WAIVED.** The City is transferring the Equipment to ECU **AS IS, WITH ALL FAULTS.** ECU represents that it has read and understands this section.

- 3) The City hereby assigns to ECU all manufacturer's and seller's warranties and similar agreements related to the Equipment to the extent the City has rights to such warranties and agreements and such warranties and agreements are assignable. The City will cooperate reasonably with ECU to enable ECU to enforce any remedies it might have against the manufacturer or seller of the Equipment; however, ECU will reimburse the City for reasonable costs incurred by the City rendering such assistance.
- 4) ECU will use the Equipment to advance its mission, including, but not limited to, research, educational, service, scientific, and economic development purposes, and to lessen the burden of government within the meaning of Section 501(c)(3) of the Internal Revenue Code, and will not use the Equipment in a way that will result in or give rise to impermissible private benefit or private inurement.
- 5) To the extent permitted by law, ECU may make the Equipment available for use by third parties and the City and may operate the Equipment on a fee-for-service basis so long as such third party use advances the mission and is in the best interests of ECU. ECU will establish reasonable and equitable policies and procedures regarding use of the Equipment for and by ECU, the City, and third parties in accordance with applicable law and accepted accounting practices and the policies and rules of the Federal Government, State of North Carolina, the University of North Carolina, and ECU. ECU will give preferred access to the Equipment to ECU research collaborators, regardless of their location, and, as applicable, to third party users located in North Carolina. ECU will reasonably allow the City to use the Equipment or will provide the City services using the Equipment at the rate ECU charges federal agencies to use the Equipment, consistent with federal and state statutes and regulations.
- 6) ECU will place the Equipment in an appropriate location that will facilitate its use by ECU or the use of services related to it by third parties. The location must meet the requirements of the Site Preparation Specifications provided by Bruker Daltronics, Inc.
- 7) ECU will use commercially reasonable efforts to operate, maintain, and repair the Equipment consistent with commercially reasonable practices and with operating manuals and/or other reasonable guidelines provided by the manufacturer throughout the Equipment's useful life, as determined by ECU in its commercially reasonable discretion. ECU will retain personnel with adequate time available to operate the Equipment to satisfy the demand for its use by ECU and third parties.
- 8) On September 30 of 2017, 2018, and 2019, ECU will report to Golden LEAF on use of the Equipment. The reports will include the identities of the users and a general description of the uses or services performed during ECU's immediately preceding fiscal year. Golden LEAF may request additional annual reports on September 30 of 2020 and/or 2021. In making these reports, ECU may take reasonable steps to avoid disclosure of confidential and trade secret information.

- 9) When ECU determines, in its commercially reasonable discretion, that the Equipment has reached the end of its useful life, the Equipment will be disposed of in accordance with State of North Carolina procurement and property management regulations.
- 10) Golden LEAF consents to this Agreement and its terms and conditions. Except as stated in this Agreement, Golden LEAF waives any rights it may have to require the sale or transfer of the Equipment to satisfy obligations the City may have to Golden LEAF. This waiver does not extend to Golden LEAF's claims, if any, to amounts recovered by the City from the Company related to the Equipment or the City's lease of the Equipment to the Company.
- 11) All notices and other communications which may be or are required to be given or made by any party in connection with this Agreement shall be in writing and shall be deemed to have been properly given and received on the date delivered in person or two days after being deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out below, unless such address is changed by written notice to the other party:

IF TO THE CITY:  
Merrill Flood  
Assistant City Manager  
P.O. Box 7207  
Greenville, NC 27835-7207

IF TO ECU:  
Michael R. Van Scott, PhD  
Interim Vice Chancellor for Research, Economic Development, and Engagement  
1508 Greenville Centre  
2200 South Charles Blvd.  
Mail Stop 157  
East Carolina University  
Greenville, NC 27858-4353

WITH A COPY TO:

University Counsel and Vice Chancellor for Legal Affairs  
215 Spilman Building  
East Carolina University, Greenville, NC 27858-4353

ANY NOTICE GIVEN BY A PARTY TO ANOTHER SHALL ALSO BE COPIED TO GOLDEN LEAF AS FOLLOWS:

The Golden LEAF Foundation  
Attn: To the President  
301 N. Winstead Ave.  
Rocky Mt., NC 27804

- 12) Neither the City nor ECU may assign its rights under this Agreement without the express written consent of all parties hereto, including Golden LEAF. The foregoing notwithstanding, the Parties understand and agree that ECU, as legal owner of the Equipment, may dispose of the same in its

discretion in accordance with applicable law and State of North Carolina and ECU policies; provided, however, that consent of Golden LEAF and the City shall be required for disposition of the Equipment within five years of the date of this Agreement, which consent shall not be unreasonably delayed or withheld.

- 13) This Agreement shall be governed in accordance with the laws of the State of North Carolina. Exclusive venue for litigation of any dispute arising hereunder shall lie in the General Court of Justice, Superior Court Division, Pitt County, North Carolina.
- 14) This Agreement shall not be amended or modified except by a writing signed by the parties, including Golden LEAF.
- 15) This Agreement constitutes the full and complete agreement of the parties pertaining to the subject matter and transactions contemplated herein.
- 16) This Agreement shall be binding upon the successors and assigns of the parties, though this provision shall not be interpreted as permission to any party to assign its rights and duties under this Agreement without required written consent of the other parties as specified herein, including Golden LEAF.
- 17) In the event any provision (or portion thereof) of this Agreement shall be held invalid or unenforceable according to law, such holding or action shall not invalidate or render unenforceable any other provision (or portion thereof) of this Agreement.
- 18) This Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and all such counterparts, together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their through duly authorized officers.

City of Greenville

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

East Carolina University

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

The Golden L.E.A.F. (Long-term Economic Advancement Foundation), Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**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: 6/6/2016  
Time: 6:00 PM

---

**Title of Item:** Police Services Contract and Operational Memorandum of Understanding between the City of Greenville and the Greenville Housing Authority

**Explanation:** The Police Department desires to continue its current partnership with the Greenville Housing Authority to provide additional police services to the Housing Authority residents. The Police Services Contract and Operational Memorandum of Understanding outline the responsibilities and expectations of both entities to include the reimbursement of salary expenses for one of the two officers assigned to the Housing Authority. The City will continue to be responsible for the salary of the second officer along with the benefit expenses for both officers. Overtime for both officers will also be covered by the Housing Authority.

**Fiscal Note:** The Greenville Housing Authority will reimburse the City for the salary of one officer along with overtime expenses for both officers, not to exceed \$68,060 per year. This is a two-year agreement expiring on June 30, 2018.

**Recommendation:** Approval of the Service Contract and Memorandum of Understanding with the Greenville Housing Authority beginning July 1, 2016 ending on June 30, 2018.

---

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

**Attachments / click to download**

[GHA\\_Police\\_Services\\_Contract\\_2016\\_2018\\_1025882](#)

[GHA\\_GPD\\_Operational\\_MOU\\_2016\\_2018\\_1025883](#)

## Police Services Contract

**THIS AGREEMENT** is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2016, for the effective date of July 1, 2016, by and between the City of Greenville, a municipal corporation of Pitt County, North Carolina, hereinafter referred to as the “City”, and the Housing Authority of the City of Greenville, a public housing authority organized under the laws of the State of North Carolina, hereinafter referred to as the “Authority.”

### WITNESSETH:

**THAT WHEREAS**, the Authority desires to enter into a contract with the City to have the City of Greenville Police Department, hereinafter referred to as the “Police Department,” an agency of the City, provide officers for the increased security and safety of the Authority’s properties.

**WHEREAS**, the City agrees to provide the Authority, as independent contractor, such law enforcement services upon terms and conditions provided hereinafter.

**NOW, THEREFORE**, in consideration of the sum of Ten Dollars (\$10.00) and of the promises, covenants, representations, warranties, and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Authority and the City agree as follows:

### ARTICLE I: SERVICES PROVIDED BY THE CITY

- A. The City agrees to assign two (2) police officers to maintain a police patrol presence in targeted areas during specific periods of time identified by the Authority, and agreed upon by the City, as high crime or high workload periods.
- B. The Police Department will employ a community-policing concept and will assist in developing and enhancing a crime prevention program in the Authority’s public housing communities.
- C. The City will collect and provide workload data in public housing communities to the Authority on a quarterly basis, or as requested by the Authority. Workload data shall include, but not be limited to, such public information as frequency and location of calls for service, the number of officers responding to calls for service, the number of hours police officers are assigned to the public housing communities under this Agreement, etc. Workload data will assist the Authority in assessing the public safety efforts and needs in its public housing communities. Where such workload data requires the City or its departments to create databases in order to provide the requested information, the City will advise the Authority that additional expense will be incurred to provide the information. If the Authority wants the information, it will advise the City and, the Authority agrees to reimburse the City for this additional work on a time and materials basis; otherwise, the City will not be required to provide information which requires additional expenses.

- D. To the extent necessary, the Police Department officers will appear as witnesses in the Authority's administrative grievance procedures, civil dispossession hearings, or other civil or court proceedings where the issue includes criminal or quasi-criminal conduct on or off public housing communities involving any resident, members of a resident's household, or any guest(s) or visitor(s) of a resident or household member. Such attendance shall be in an on duty status and included in the hours worked submitted by the assigned officers for the performing pay period.
- E. With respect to the services to be performed by any Police Department personnel in accordance with this Agreement, the appropriate Police Department Liaison Officer will meet bi-weekly with resident leadership and management representatives of the Authority for the purposes of reviewing the enforcement and crime prevention efforts, and planning for future changes or modifications anticipated by this Agreement. Such meeting shall be in an on duty status and included in the hours worked submitted by the assigned officer for the performing pay period. The Police Department officers assigned to the Authority's communities pursuant to this Agreement shall be familiar with the dwelling lease, trespass policy, and other applicable policies of the Authority, as the same may be amended from time to time.
- F. The Police Department officers assigned to the Authority are at all times subject to all rules, orders, and policies of the Police Department.
- G. The City agrees that it will provide the Assigned Personnel with such basic equipment as may be necessary and reasonable in order to allow the police officers to carry out the duties anticipated under this Agreement. Any additional automobiles, motor vehicles, bicycles, special uniforms, or other equipment requested by the Authority may be furnished at the expense of the Authority and shall remain the property of the Authority.
- H. The Police Department will provide law enforcement training on topics consistent with credentialing and state requirements. Additional training on Housing Authority issues will be provided at the expense of the Authority including but not limited to travel, per diem expenses and salary of the assigned personnel during such training periods.
- I. The City will provide supervision, control and direction of work activities and assignments of Police Department personnel, including disciplinary actions. It is expressly understood that the Police Department shall be responsible for the compensation of its officers and all employee benefits, as well as any injury to officers, their property, or the City's property while discharging their duties under this Agreement except as stated elsewhere in this Agreement.
- J. The City assumes responsibility for the defense and liability, if any, of the City, Police Department, and their employees against any claim, lawsuit or other civil action brought as a direct result of the City's providing law enforcement services under this Agreement except as stated in elsewhere in this paragraph or this Agreement. In the event an action is filed involving the enforcement of any of the Authority's rules, regulations, policies, guidelines or directives and where the City of Greenville, Greenville Police Department are named as a party, then the Authority assumes responsibility for the defense and liability of the City of Greenville, Police Department, other departments and their

employees involving such claim, lawsuit, or other action brought. Where the claim or action involves mixed allegations against the City of Greenville, Greenville Police Department and/or its officers and employees and the Authority, the City of Greenville, Greenville Police Department and/or its officers and employees shall be responsible for the defense and liability, if any, involving the enforcement or failure to enforce federal or state laws or ordinances of the City of Greenville. The Authority shall remain responsible for the defense and liability, if any, involving any Authority rules, policies, guidelines, regulations or directives.

K. The Police Department shall designate one of the assigned officers as the Administrative Liaison Officer, who will work in concert with the Executive Director of the Authority, or his designee. The Administrative Liaison Officer as well as the officers assigned pursuant to this Agreement shall remain subject to the directions and instructions of the Police Department chain of command and supervisory structure. The City and the Authority agree that all operational procedures, methodologies and guidelines to implement the services performed shall be governed and administered by a separately prepared and agreed upon Memorandum of Understanding for Operational Procedures, as identified in Article IX of this Agreement. Subject to the identified Memorandum of Understanding, the duties of the Administrative Liaison Officer will include the following duties:

1. Coordinate the dissemination and processing of police and security reports; provide supervisory assistance; and coordinate the resolution of problems with, and the execution of, provisions of this Agreement.
2. Establish and maintain an ongoing line of communication between Police Department personnel and Authority staff. The Police Department personnel shall keep Authority staff informed of matters relevant to property supervision and the safety of residents, guests, visitors, and Authority personnel in accordance with the North Carolina public records laws.
3. Prepare quarterly reports and provide to the Authority.
4. Initiate and monitor ongoing lines of communication between the Police Department and resident leaders to effectively employ the community-policing concept and to address, in a timely manner, concerns raised by community leaders.
5. Coordinate security workshops and training seminars for identified residents.
6. Provide assistance with, and advice regarding, the planning and implementation of other grant-funded security programs within the Authority.
7. Establish a clearly defined process for reporting non-emergency criminal activities.
8. Coordinate police officers' assignment to targeted areas during specific periods of time as identified by the Authority and agreed upon by the City as high crime or high workload periods

## **ARTICLE II: SERVICES PROVIDED BY THE AUTHORITY**

A. The Authority will provide training for residents, Authority on-site management staff and the assigned Police Department personnel with workshops on community policing and crime prevention issues associated with public housing. Such training shall be consistent

with the operational procedures in the identified Memorandum of Understanding as identified elsewhere in this Agreement. This shall include, but is not limited to, the following: crime prevention and security responsibilities; community organization/mobilization against the causes of and precursors to crime; drug awareness and control; orientation and familiarization with the public housing communities for the assigned Police Department officers; orientation to the lease contract, trespass policy and other applicable policies of the Authority, as may be amended from time to time, and lease compliance enforcement procedures and policies.

- B. The Authority will provide suitable facilities for police services, as determined by the Authority and consistent with U.S. Department of Housing and Urban Development (“HUD”) regulations, as may be amended from time to time.
- C. The Authority will provide to the supervisors of the assigned Administrative Liaison Officer and other assigned police officers, as established and directed by the policies and procedures of the Greenville Police Department, a quarterly assessment of the performance and operations of the police officers under this Agreement.
- D. The Authority has the right to reasonably request the Police Department to replace any assigned personnel for reasons such as failure of performance, misconduct, or inability to provide services effectively. The Authority shall provide a written enumeration of the reasons for the request, including documentation of the alleged behavior. The request of the Authority shall not be unreasonably withheld.
- E. The Authority will work with the Police Department to subsidize housing or rent for police officers who volunteer to reside in public housing developments selected by the Authority and consistent with HUD regulations, as may be amended from time to time.
- F. The Authority shall be responsible for hours worked by the assigned officer as provided in Article VIII of this Agreement including overtime and shall promptly pay the City invoices submitted for the services provided by the assigned officer. The City will be responsible for the additional officer as provided by Article VIII of this Agreement. The Authority shall be responsible for any invoices for additional services for both assigned officers requested by the Authority under this Contract.

### **ARTICLE III: ENFORCEMENT OF RULES AND REGULATIONS**

- A. The City, through its Police Department, consistent with the Memorandum of Understanding as identified hereinafter, is authorized to enforce the “Trespass and Ban Policy of the Housing Authority of the City of Greenville” and its amendments or other such policies as may be implemented from time to time.
- B. Nothing contained herein shall be constructed as permitting or authorizing Police Department officers to use any method or to act in any manner in violation of federal or state law, or of their sworn obligations as Police Department officers.

## ARTICLE IV: COMMUNICATIONS, REPORTING AND EVALUATION

### A. Communications

1. Access to Information – The City agrees that the Authority will have reasonable access to all public information which deals with criminal activity in any of the Authority’s communities. It is further agreed that the Police Department will provide to the Authority copies of such incident reports, arrest reports, or other public documents which document or substantiate actual or potential criminal activity in or connected with the public housing developments, in accordance with the public records laws of the State of North Carolina. This information will be provided by the Police Department at no cost on a regular basis in accordance with specific procedures that have been or will be established and mutually agreed upon by the parties, except where stated otherwise in this Agreement.

### B. Reporting

1. Forms – The Police Department will require all assigned personnel to complete an activity log and forward a monthly report to the Authority no later than the 15<sup>th</sup> day of each month. This report will include, but not be limited to, data as follows:
  - a) Hours worked: Foot, bicycle, motorized, other
  - b) Calls/request for service
  - c) Referrals to City/PHA Agencies
  - d) Vehicle abandoned/towed/stolen
  - e) Drug paraphernalia confiscated/found
  - f) Arrests/citations issued in connection with this Agreement, to include age, sex, ethnicity
  - g) Property recovered/stolen
  - h) Counseling of residents and visitors
  - i) Broken lights/sidewalks
  - j) Weapons violations/seized
2. Media Coordination – The Police Department will relay to the Executive Director or his designee information related to any major crime or incident that occurs on Authority property as soon as possible, preferably before public dissemination.

### C. Evaluation

The City and the Authority shall insure that the following evaluation(s) is completed annually with regard to services contemplated under this agreement to include but not be limited to:

1. Hours worked by police officers for:
  - a. Foot Patrol
  - b. Bicycle patrol
  - c. Motorized patrol
  - d. Other (tactical)

2. Response times to targeted communities by City-paid officers and Authority-paid officers by Priority I (Emergency), Priority II (Non-Emergency), and Priority III (If Utilized)
3. Comparison of crime and workload in the targeted communities.
4. Arrests (to include drug violations)
5. Vehicles towed
6. Positive contacts
7. Referrals
8. Trespassers removed or banned
9. All UCR or NIBRS Reports
10. Calls for service
11. Weapons seized
12. Property stolen/recovered
13. Community feedback: tactical (immediate situation)
14. Community feedback: strategic (long term)

It is further agreed that the City will provide, if available, comparable crime information for the entire City to enable an evaluation of what proportion of City wide activities occur on Authority property. Where such workload data requires the City or its departments to create databases in order to provide the requested information the City will advise the Authority that additional expense will be incurred to provide the information. If the Authority wants the information, it will advise the City; otherwise, the City will not be required to provide information which requires additional expenses. The Authority agrees to reimburse the City for this additional work on a time and materials basis.

#### **ARTICLE V: INDEMNIFICATION**

The City agrees to hold the Authority, its agents and employees free, harmless and indemnified from and against any and all claims, suits or causes of action arising from or in any way out of the performance of the duties of the officers providing services under this Agreement except as stated elsewhere in this paragraph or this Agreement. The Authority assumes responsibility for the defense and liability of the City of Greenville, Police Department, other departments and their employees against any claim, lawsuit, or other action brought as a direct result of the City's providing law enforcement services to enforce any federal, state or Authority laws, regulations, policies, guidelines or directives.

## **ARTICLE VI: TERM OF AGREEMENT**

The term of this Agreement shall commence on July 1, 2016, and end on June 30, 2018, subject to the availability of funds. If funds are not sufficient to enforce this Agreement at any time during the period of this Agreement, the parties can agree to continue the Agreement or terminate this Agreement without penalty, cost or expense.

## **ARTICLE VII: TERMINATION**

Either party may terminate this Agreement, for convenience or for cause, upon thirty (30) days written notice to the other party. In the event that the Agreement is terminated, the Authority shall pay the City the outstanding pro rata amount of the Agreement for work performed through the effective date of termination within thirty (30) days of termination. The City shall deliver to the Authority final reports as provided above through the effective date of termination within thirty (30) days of termination. The City shall retain the right to suspend performance under this Agreement or terminate this Agreement for nonpayment for services provided to the Authority by the City pursuant to this Agreement and where such nonpayment is for a period of 30 days or more. Such reservation of right shall not waive any other rights in law or equity or privileges of the City concerning the performance or termination of performance of the terms of this Agreement.

## **ARTICLE VIII: COMPENSATION TO THE CITY**

All compensation to the City will be made on a cost reimbursement basis. The Authority will reimburse the City for services specified in this Agreement for the expense incurred by the City. Included in the cost reimbursements, the Authority shall be responsible for payment of the salaries of one (1) of the two (2) assigned officers in the performance of the services requested pursuant to this Agreement, and for time and material charges incurred by the City in creating databases and preparing additional reports as noted in Article I, paragraph C and Article IV, paragraph C. Additionally, the Authority shall be responsible for any overtime or extra duty periods of the two (2) assigned officers. The Authority further shall be responsible for payment of training costs as identified in Article I, paragraph H. The City shall be responsible for the salary of one (1) of the two (2) officers and shall be responsible for the benefits paid to the two assigned officers in accordance with the personnel policies and procedures of the City of Greenville.

The Authority's obligation for reimbursement during the period of this Agreement is a maximum of \$68,060.00 for each year of this Agreement, except for the amount of overtime or extra duty expenses incurred. When the maximum amount of reimbursement for this Agreement period has been reached, the City at its sole discretion may elect to withdraw one of the assigned officers or assume the payments of salary, benefits, overtime, and training for the officer for any portion of the remaining Agreement period.

## **ARTICLE IX: MEMORANDUM OF UNDERSTANDING**

The parties to the Agreement declare their intentions to prepare a Memorandum of Understanding for Operational Procedures to implement guide and incorporate the operational activities and procedures requested to be performed by the assigned personnel including the Administrative Liaison Officer. Such Memorandum of Understanding is incorporated herein by reference as if fully set forth and enforceable as part of this Agreement.

## **ARTICLE X: NOTICES**

Any notices required pursuant to the terms of this Agreement shall be sent by United States Certified Mail to the principal place of business of each of the parties hereto, as specified below:

Authority: Greenville Housing Authority  
Attn: Executive Director  
PO Box 1426  
Greenville, NC 27835-1426

City: City of Greenville  
Attn: Chief, Greenville Police Department  
PO Box 7207  
Greenville, NC 27835-7207

## **ARTICLE XI: CONSTRUCTION OF LAWS**

This Agreement is made and entered into in the City. Any and all questions of law arising hereunder shall be construed in accordance with the laws of the State in which the City is located.

## **ARTICLE XII: AMENDMENT OF AGREEMENT**

The parties agree this service contract may be amended, but such amendment must be in writing and executed in duplicate originals by persons with authority to bind the City of Greenville and the Greenville Housing Authority.

## **ARTICLE XIII: ENTIRE AGREEMENT**

This Agreement shall consist of the following component parts:

- a) This Agreement;
- b) Any subsequent addenda agreed to by both parties.

This Agreement exceeds \$25,000, and an Annual Audit under the Single Audit Act is required.

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

**HOUSING AUTHORITY OF THE CITY OF GREENVILLE**

\_\_\_\_\_(SEAL)  
Wayman A. Williams, Executive Director

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Procurement Officer/Contract Administrator

\_\_\_\_\_  
Date

**CITY OF GREENVILLE**

\_\_\_\_\_(SEAL)  
Barbara Lipscomb, City Manager

\_\_\_\_\_  
Date

**ATTEST:**

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

\_\_\_\_\_  
Date

**NORTH CAROLINA  
PITT COUNTY**

I, \_\_\_\_\_, a Notary Public in and for the aforesaid County and State, do hereby certify that Wayman A. Williams personally appeared before me this day and acknowledged that he is Executive Director of the Housing Authority of the City of Greenville and that by authority duly given and as the act of the organization, the foregoing instrument was signed in its corporate name by its Executive Director and attested by the Procurement Officer/Contract Administrator.

Witness my hand and Notarial Seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

(Official Seal)

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_

**NORTH CAROLINA  
PITT COUNTY**

I, \_\_\_\_\_, a Notary Public in and for the aforesaid County and State, do hereby certify that Carol L. Barwick personally appeared before me this day and acknowledged that she is City Clerk of the City of Greenville, a North Carolina municipal corporation, and that by authority duly given and as the act of the City of Greenville, the foregoing instrument was signed in its corporate name by its City Manager and attested by herself as City Clerk.

Witness my hand and Notarial Seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

(Official Seal)

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_.

**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.

\_\_\_\_\_  
Bernita W. Demery, Director of Financial Services

Account Number \_\_\_\_\_

Project Code (if applicable) \_\_\_\_\_

**NORTH CAROLINA  
PITT COUNTY**

**OPERATIONAL MEMORANDUM OF UNDERSTANDING**

This OPERATIONAL MEMORANDUM OF UNDERSTANDING, is made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between Greenville Police Department, hereinafter known as the “Agency” and the Greenville Housing Authority, hereinafter known as the “Authority”.

WITNESSETH:

WHEREAS, the Authority has entered into a Police Services Contract, hereinafter referred to as the “Contract” with the City of Greenville; and

WHEREAS, the Authority and the Agency desire to coordinate and cooperate in the performance of the services identified in the Contract; and

WHEREAS, the Authority and the Agency recognize that such services imposes unusual constraints and responsibilities on the parties;

NOW, THEREFORE, the Authority and the Agency acknowledge their understanding of the responsibility of each of the parties relating to the performance of services by officers of the Greenville Police Department which are part of the Police Services Contract and that this Operational Memorandum of Understanding is incorporated and made a part of the Police Services Contract as follows:

1. Scheduling and Hours Worked: It is understood and agreed that the Agency and the Authority will work together to establish the schedules and working hours of the officers assigned as provided in the Contract. Schedules, including days and hours worked, holidays, and scheduled days off will be established using past service calls and other records of activity to determine the time periods when police presence is most used or needed. Hours and schedules will be consistent with the Fair Labor Standards Act and the personnel policies and procedures of the City of Greenville and the Greenville Police Department. The assigned officers, as determined by the Agency, will work schedules not to exceed 80 hours in a two-week period, with each scheduled shift to be of a continuous nature except for meal breaks as provided by Agency policies. The Authority will be responsible for any overtime wages and salary payments for the officers assigned. The hours worked shall include time after shifts are completed where the assigned officer continues to perform services for the Authority such as transport of prisoners, report preparation, incident reports and other work required under the Contract. The Authority will be responsible for any overtime hours incurred in performing the services requested or required in the Contract.

The term of this Agreement shall be same as the Police Services Contract subject to the availability of funding.

2. Additional Work: It is understood and agreed the Agency will provide the Authority in writing an estimate for time and materials for additional work or services that require the creation of databases in order to provide the additional requested work or services or that require work or services to be performed in addition to the basic salaries of the 2 assigned officers. If after review of the cost estimates, the Authority will notify the Agency in writing whether it wants the work or services performed. If the Authority desires the additional work to be performed, the notification to the Agency will include an acceptance of the estimate for time and materials. It is agreed and understood there may be times that the Agency determines that the special needs of the City of Greenville and the Greenville Police Department will best be served by temporarily assigning one or more of the assigned officers to additional work or special needs of the City of Greenville. In the event of such special needs assignment, the Agency will be responsible for the salary and other benefits of the assigned officers.

3. Training: It is understood and agreed that the Agency will provide the assigned officers with the training required by the North Carolina Standards Commission for Law Enforcement Officers. Any training desired by the Authority relating to housing authority issues will be at the expense of the Authority. The Authority will provide travel expenses, course expenses, per diem and lodging expenses for the officers sent to such specialized training. Unless otherwise agreed in writing, the time for travel and attendance at such training sessions will be included in the hours worked for each officer attending as provided in Paragraph 1 of this agreement.

4. Supervision: It is understood and agreed that the officers assigned to the Contract will report to and are directly responsible to the Agency supervisors in their supervisory chain of command. The Authority may not issue instructions or directives that contradict or attempt to override the orders of the Agency and its officials. In the event of conflicts between Agency policies or procedures or ordinances of the City of Greenville and the Authority, the policies or procedure of the Agency and the ordinances of the City of Greenville are controlling.

5. Equipment: The Agency will provide the assigned officers with the equipment and vehicles necessary to perform the services under the Contract as determined solely by the Agency. The equipment shall remain the property of the Agency. The Agency will assign vehicles from its fleet for the performance of services under the Contract, subject to availability, maintenance, or public safety issues. The Agency may place a decal on the vehicles to designate such Agency vehicles are for use to perform the services under the Contract. The decal may include such words as "Housing Authority" or other appropriate words as approved by the head of the Agency. Additional vehicles may be purchased at the expense of the Authority for use by the assigned officers, subject to the vehicles complying with Agency vehicle equipment standards, markings and configurations. The Authority may purchase with its funds bicycles for use by the assigned officers as part of the officer's patrol duties. Such bicycles will conform to the

standards, kind and equipment requirements for bicycles used by the Agency. The Authority shall be responsible for payment for required training by the officers before the officers will be permitted to use the bicycles as part of their patrol duties. The Authority, at its own expense, shall purchase bicycle racks to be attached to the vehicles available to the officers for the performance of duties under the Contract. Use of bicycles by the assigned officers will conform and comply with Agency standards, scheduling, and use requirements.

6. Uniforms: The Agency will provide uniforms for the assigned officers consistent with Agency policies. The Agency, if available, will provide a sleeve tab or insignia for the assigned officers that will be sewn to the uniforms of the assigned officers with the words "Housing Authority" or similar designation. Bicycle uniforms will be provided and purchased at the expense of the Authority, but must meet uniform requirements and approval of the Agency, prior to purchase.

7. Housing Authority Regulations: Consistent with operational needs, the assigned officers and any tactical officers will be authorized to enforce Authority regulations and policies, including but not limited to the Authority's "Trespass and Ban Policy". The Authority hereby authorizes the assigned officers and any other sworn Greenville Police Officers to serve any ban letters issued by the Authority directing the individual to remain on, be found on or re-enter any Authority properties consistent with the directives of the Authority Trespass and Ban Policy. The Authority further directs and authorizes the assigned officers or other sworn Greenville Police Officers to issue citations up to and including arrest of individuals for trespass by violating the ban policy, refusing to leave or be found after directed not to enter on any Authority property. If a member of the Agency other than those noted is involved in any administrative or civil proceeding involving an Authority resident, the Agency is authorized to substitute officer statements and reports in lieu of presence of the officer.

8. Administrative Space: The Authority, at no cost to the Agency, shall provide administrative office space, furniture, equipment, telephone, and supplies necessary to prepare Authority reports or other documentation, communications and information necessary to perform the Contract.

9. Incorporation: It is agreed and understood that this agreement is incorporated by reference as part of the Contract and for operational and procedural issues shall act as the guidelines for the performance by the Agency and the Authority.

10. Billing:

A. It is specifically agreed and understood that the month following the services provided under the Police Services Contract, the Agency's designated billing department will invoice the Authority for the periods of assignment worked by each officer of the Agency for the preceding month. The Authority shall provide a copy of the hours worked to the designated Agency program coordinator for record keeping purposes. The Agency will forward a copy of the record of hours worked to the

Agency's billing and finance department. The Agency shall be responsible for all withholding taxes including but not limited to federal and state income, social security and Medicare and any benefits elected and paid to the officer. The Agency shall be responsible for the preparation, filing and provision to the officer of any W-2 forms for any services performed during a tax year. The Authority shall be responsible for the payment only for those hours and services performed by the officers on the dates requested.

B. It is specifically agreed and understood in the event the Authority requests the Agency to provide additional law enforcement officers beyond the officers assigned under the Police Services Contract, the Agency may decline such request where the operational needs and available on duty manpower would create a concern for public safety and welfare. In such event, the Authority may request the use of off duty officers under a separate off duty agreement at such rates prescribed in the off duty agreement, if such officers are available. Off duty officers employed under a separate off duty agreement will be billed separately from the billing for the officers assigned pursuant to the Police Services Contract and will be paid promptly by the Authority.

11. Amendments: It is agreed and understood the parties to this agreement may amend, modify or change this agreement from time to time to meet the operational and procedural requirements necessary to perform the services under the Contract. Any amendments, modifications or changes shall be in writing and signed by the head of the Agency and the designated representative as set forth in the Contract for the Authority.

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

FOR THE AUTHORITY

FOR THE AGENCY

\_\_\_\_\_

\_\_\_\_\_

Printed name: \_\_\_\_\_

Mark Holtzman, Chief  
Greenville Police Department

Title: \_\_\_\_\_

**NORTH CAROLINA  
PITT COUNTY**

I, \_\_\_\_\_, a Notary Public in and for the aforesaid County and State, do hereby certify that Mark Holtzman personally appeared before me this day and acknowledged that he is Chief of Police, City Of Greenville, a North Carolina municipal corporation, and that by authority duly given has signed the foregoing instrument for the purposes set forth in the document.

Witness my hand and Notarial Seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

(Official Seal)

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_.

**NORTH CAROLINA  
PITT COUNTY**

I, \_\_\_\_\_, a Notary Public in and for the aforesaid County and State, do hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledged that he is the \_\_\_\_\_, Housing Authority of the City of Greenville, that by authority duly given has signed the foregoing instrument for the purposes set forth in the document.

Witness my hand and Notarial Seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

(Official Seal)

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_.



# City of Greenville, North Carolina

Meeting Date: 6/6/2016  
Time: 6:00 PM

**Title of Item:** Resolution approving the grant of right-of-way and an easement to the North Carolina Department of Transportation upon property owned by the City for the use and benefit of Greenville Utilities Commission in connection with the Southwest Bypass Project

**Explanation:** **Abstract:** The North Carolina Department of Transportation (NCDOT) seeks a right-of-way and easement in connection with the Southwest Bypass Project. The right-of-way and easement will be located on the property owned by the City for the use and benefit of Greenville Utilities Commission located on Dickinson Avenue (U.S. Highway 13) southwest of its intersection with Frog Level Road. The right-of-way and easement is needed for the widening of Dickinson Avenue to accommodate the anticipated additional traffic from the Southwest Bypass.

**Explanation:** The North Carolina Department of Transportation (NCDOT) seeks a right-of-way and easement in connection with the Southwest Bypass Project. The right-of-way and easement will be located on the property owned by the City for the use and benefit of Greenville Utilities Commission located on Dickinson Avenue (U.S. Highway 13) southwest of its intersection with Frog Level Road. Greenville Utilities has an electric substation on this property and water, sewer and gas lines. The right-of-way is needed so that Dickinson Avenue (U.S. Highway 13) can be widened to four (4) lanes with a center turn lane. The permanent utility easement is needed to relocate the existing utilities that are in conflict with the proposed construction. The widening is to accommodate the additional traffic resulting from the Southwest Bypass.

NCDOT will pay Greenville Utilities Commission \$8,100 for the right-of-way and easement. This amount was determined by an appraisal performed for NCDOT.

Approval by the Greenville Utilities Commission is also required. In order to facilitate the commencement of work, an Agreement for Entry may be provided prior to execution of the Deed for the Highway Right-of-Way.

Attached are the following:

- 1) Resolution approving the Grant of Right-of-Way and Easement;
- 2) Deed for Highway Right-of-Way;
- 3) Map showing location; and
- 4) Photograph Location Map demonstrating easement location.

**Fiscal Note:**

Greenville Utilities Commission will receive \$8,100 from the North Carolina Department of Transportation as compensation for the conveyance of the right-of-way and easement.

**Recommendation:**

Approve the attached resolution approving the grant of right-of-way and easement to the North Carolina Department of Transportation for the Southwest Bypass Project.

---

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

**Attachments / click to download**

[📎 Deed](#)

[📎 Map of Location](#)

[📎 Photo of ROW and Easement Location](#)

[📎 RESOLUTION APPROVING GRANT OF RIGHT OF WAY and EASEMENT TO NCDOT ON PROPERTY OWNED BY THE CITY AND](#)

---

RESOLUTION NO. \_\_\_-16

RESOLUTION APPROVING THE GRANT OF RIGHT OF WAY AND EASEMENT  
TO THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION UPON  
PROPERTY OWNED BY THE CITY OF GREENVILLE FOR THE USE AND BENEFIT OF  
GREENVILLE UTILITIES COMMISSION FOR THE SOUTHWEST BYPASS PROJECT

WHEREAS, the City of Greenville, for the use and benefit of Greenville Utilities Commission, is the owner of the property located on Dickinson Avenue (U.S. Highway 13) southwest of its intersection with Frog Level Road described in the deed recorded in Book T51, Page 340, Pitt County Registry of Deeds;

WHEREAS, the North Carolina Department of Transportation has requested a right-of-way and easement to widen Dickinson Avenue (U.S. Highway 13) in connection with the Southwest Bypass Project;

WHEREAS, the North Carolina Department of Transportation has offered to pay to the Greenville Utilities Commission the amount of \$8,100 as compensation for the conveyance of said right-of-way and easement; and

WHEREAS, North Carolina General Statute 160A-274 authorizes the City of Greenville to grant any interest in city property to the North Carolina Department of Transportation;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that it does hereby approve the grant of right-of-way and an easement to the North Carolina Department of Transportation upon property owned by the City of Greenville, for the use and benefit of Greenville Utilities Commission, as described in the deed recorded in Book T51, Page 340, Pitt County Registry, for the amount of \$8,100 to be paid to the Greenville Utilities Commission, said right-of-way and easement being needed to facilitate improvements in connection with the Southwest Bypass Project.

BE IT FURTHER RESOLVED by the City Council of the City of Greenville that the Mayor and City Clerk be and are hereby authorized to execute a deed to convey said right-of-way and easement for and on behalf of the City of Greenville, and, if necessary to allow construction to commence prior to the grant of the right-of-way, an Agreement for Entry.

Adopted on this, the 6th day of June, 2016.

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

ATTEST:

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

Revenue Stamps \$ 17.00

Attachment number 2  
Page 1 of 3

## DEED FOR HIGHWAY RIGHT OF WAY

THIS INSTRUMENT DRAWN BY Bert Whitehurst CHECKED BY Taylor Keith

The hereinafter described property  Does  Does not include the primary residence of the Grantor

RETURN TO: TELICS  
2540 Mill Street  
Winterville, NC 28590

NORTH CAROLINA  
COUNTY OF Pitt  
TAX PARCEL 466252796

TIP/PARCEL NUMBER: R-2250 123  
WBS ELEMENT: 34411.2.5  
ROUTE: US 264 from Old NC 11 to 264

THIS FEE SIMPLE DEED, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
by and between City of Greenville  
200 W. Fifth Street  
Greenville, NC 27858

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

### WITNESSETH

That the GRANTORS, for themselves, their heirs, successors, and assigns, for and in consideration of the sum of \$ 8,100.00 agreed to be paid by the DEPARTMENT to the GRANTORS, do hereby give, grant and convey unto the DEPARTMENT, its successors and assigns, in FEE SIMPLE that certain property located in Arthur Township, Pitt County, North Carolina, which is particularly described as follows:

**Point of beginning being S 33°46'27.5" E, 49.649 feet from - Y17 - 91+01.87 thence to a point on a bearing of N 56°15'03.7" E, 54.542 feet; thence to a point on a bearing of S 33°43'30.7" E, 30.327 feet; thence to a point on a bearing of S 56°13'32.5" W, 69.614 feet; thence to a point on a bearing of N 07°19'37.7" W, 33.899 feet; returning to the point and place of beginning.**

COUNTY:     Pitt     WBS ELEMENT:     34411.2.5     TIP/PARCEL NO.:     R-2250 123    

IN ADDITION, and for the aforesaid consideration, the GRANTORS further hereby convey to the DEPARTMENT, its successors and assigns the following described areas and interests:

**Permanent Utility Easement described as follows:**

**Point of beginning being S 33°46'27.5" E, 80.000 feet from - Y17 - 90+86.77 thence to a point on a bearing of N 56°13'32.5" E, 69.614 feet; thence to a point on a bearing of S 33°43'30.7" E, 16.000 feet; thence to a point on a bearing of S 56°13'32.5" W, 77.559 feet; thence to a point on a bearing of N 07°19'37.7" W, 17.870 feet; returning to the point and place of beginning.**

Said Permanent Utility easement in perpetuity is for the installation and maintenance of utilities, and for all purposes for which the DEPARTMENT is authorized by law to subject same. The Department and its agents, assigns shall have the right to construct and maintain in a proper manner in, upon and through said premises a utility line or lines with all necessary pipes, poles and appurtenances, together with the right at all times to enter said premises for the purpose of inspecting said utility lines and making all necessary repairs and alterations thereon; together with the right to cut away and keep clear of said utility lines, all trees and other obstructions that may in any way endanger or interfere with the proper maintenance and operation of the same with the right at all times of ingress, egress and regress. It is understood and agreed that the Department shall have the right to construct and maintain the cut and/or fill slopes in the above-described Permanent Utility Easement area(s). It is further understood and agreed that Permanent Utility Easement shall be used by the Department for additional working area during the above described project. The underlying fee owner shall have the right to continue to use the Permanent Utility Easement area(s) in any manner and for any purpose, including but not limited to the use of said area for access, ingress, egress, and parking, that does not, in the determination of the Department, obstruct or materially impair the actual use of the easement area(s) by the Department of Transportation, its agents, assigns, and contractors.

SPECIAL PROVISIONS. This deed is subject to the following provisions only:

None

The property hereinabove described was acquired by the GRANTORS by instrument(s) recorded in the     Pitt     County Registry in Deed Book     T-51     Page     340    .

The final right of way plans showing the above described right of way are to be certified and recorded in the Office of the Register of Deeds for said County pursuant to N.C.G.S. 136-19.4, reference to which plans is hereby made for purposes of further description and for greater certainty.

The Grantors acknowledge that the project plans for Project #     34411.2.5     have been made available to them. The Grantors further acknowledge that the consideration stated herein is full and just compensation pursuant to Article 9, Chapter 136 of the North Carolina General Statutes for the acquisition of the said interests and areas by the Department of Transportation and for any and all damages to the value of their remaining property; for any and all claims for interest and costs; for any and all damages caused by the acquisition for the construction of Department of Transportation Project #     34411.2.5    ,     Pitt     County, and for the past and future use of said areas by the Department of Transportation, its successors and assigns for all purposes for which the said Department is authorized by law to subject the same.

TO HAVE AND TO HOLD the aforesaid premises and all privileges and appurtenances thereunto belonging to the DEPARTMENT, its successors and assigns in FEE SIMPLE, or by easement as indicated, for the past, present and future use thereof and for all purposes which the said Department is authorized by law to subject the same.

And the GRANTORS covenant with the DEPARTMENT, that the GRANTORS are seized of the premises in fee simple, have the right to convey the same in fee simple, or by easement as indicated, that the title thereto is marketable and free and clear of all encumbrances, and that the GRANTORS will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is hereby conveyed subject to the following exceptions: **None**

IN WITNESS WHEREOF, the GRANTORS have hereunto set their hands and seals (or if corporate, has caused the instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed

COUNTY:       Pitt       WBS ELEMENT:       34411.2.5       TIP/PARCEL NO.:       R-2250 123      

by authority of its Board of Directors) the day and year first above written.

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

BY: \_\_\_\_\_ (SEAL)  
Allen Thomas, Mayor City of Greenville

Attachment number 2  
Page 3 of 3

CORPORATE SEAL

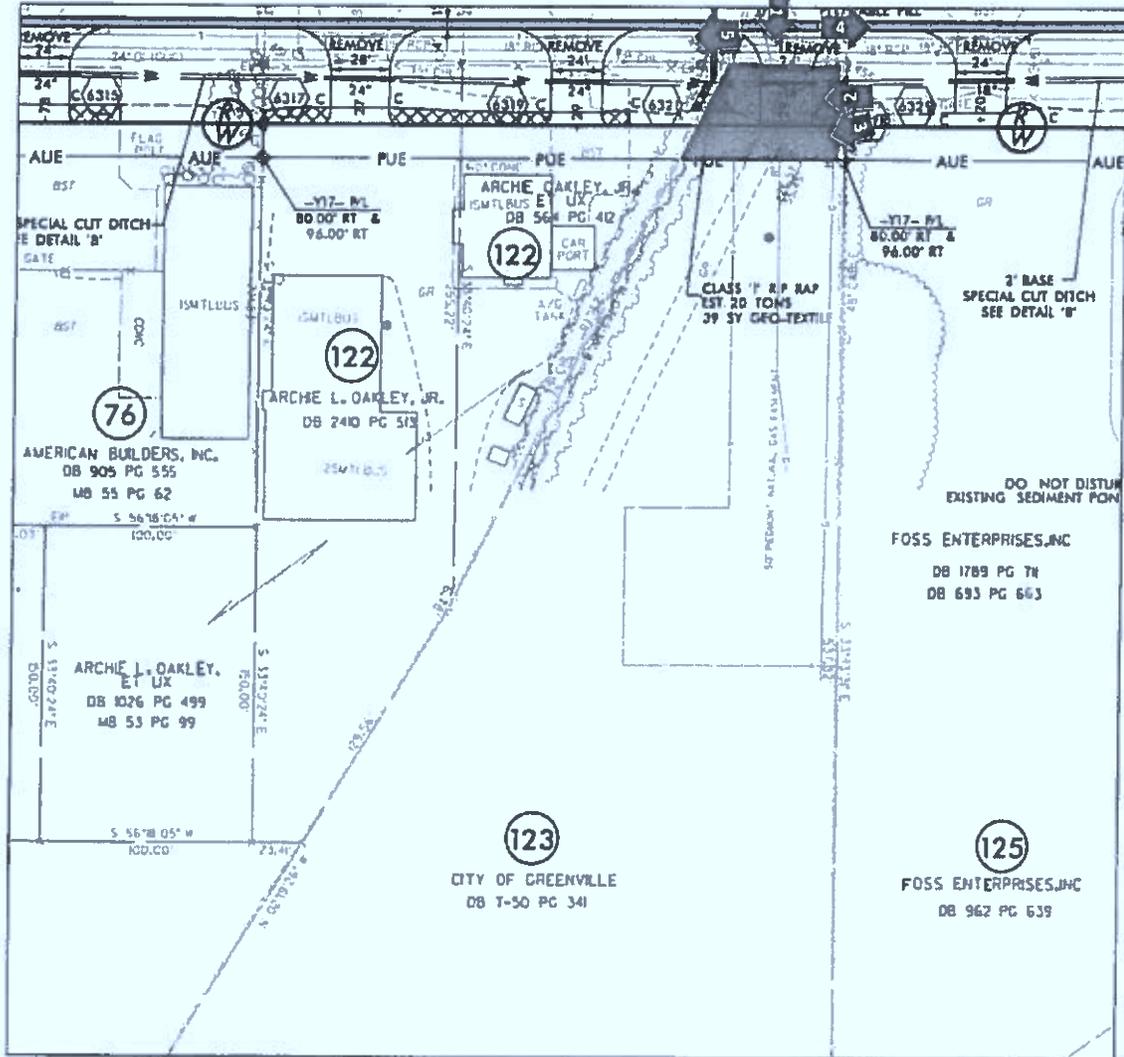
ATTEST: \_\_\_\_\_ (Clerk)  
Greenville City Council

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY: \_\_\_\_\_

(Official Seal)	North Carolina, _____ County
	I, _____, a Notary Public for _____ County, North Carolina, certify that
	_____ personally came before me this day and acknowledged that he/she is the CLERK of the CITY OF _____, and that by authority duly given, the foregoing instrument was signed in its name by its MAYOR of the CITY OF Greenville _____, sealed with its corporate seal, and attested by _____ as its CITY CLERK.
	Witness my hand and official seal this the _____ day of _____, 20 <u>16</u> .
	_____ Notary Public
	My commission expires:



### Photograph Location Map



Shaded Area —  
Location of  
— Right-of-Way  
— Easement





# City of Greenville, North Carolina

Meeting Date: 6/6/2016  
Time: 6:00 PM

**Title of Item:** Resolution approving the grant of right-of-way to the North Carolina Department of Transportation upon property owned by the City and Pitt County in connection with the Southwest Bypass Project

**Explanation:** **Abstract:** The North Carolina Department of Transportation (NCDOT) seeks a right-of-way in connection with the Southwest Bypass Project. The right-of-way will be located on the property owned by the City and Pitt County north of Stantonsburg Road between Diamond Lane and Westpoint Drive. The right-of-way is needed so that access can be provided to property owned by the Medical Foundation of ECU, which is losing access due to the improvements needed for the US 264 interchange.

**Explanation:** The North Carolina Department of Transportation (NCDOT) seeks a right-of-way in connection with the Southwest Bypass Project. The right-of-way will be located on the property owned by the City and Pitt County north of Stantonsburg Road between Diamond Lane and Westpoint Drive. The right-of-way is needed so that a service road can be built across this parcel to provide access to property owned by the Medical Foundation of ECU. The Medical Foundation of ECU is losing access to its parcel due to the improvements needed for the US 264 interchange. This proposed service road will also provide access to the property owned by the City and County (tax parcels 48284, 40536, and 16063). The proposed access road will be paved with two (2) 12' lanes, which will include a 24' wide driveway to the parcel owned by the City and County. The parcels were donated to the City and Pitt County in 2001 with a conservation easement which basically restricts the use to open space or outdoor recreational use.

NCDOT will pay \$30,725 for the right-of-way. This amount was determined by an appraisal performed for NCDOT. The City will receive 50% of this amount.

Approval by Pitt County is also required. In order to facilitate the commencement of work, an Agreement for Entry may be provided prior to

execution of the Deed for the Highway Right-of-Way.

Attached are the following:

- 1) Resolution approving the Grant of Right-of-Way;
- 2) Deed for Highway Right-of-Way;
- 3) Map showing location; and
- 4) Plan Drawings for the work.

**Fiscal Note:**

The City will receive \$15,362.50 from the North Carolina Department of Transportation as compensation for the conveyance of the right-of-way.

**Recommendation:**

Approve the attached resolution approving the grant of right-of-way to the North Carolina Department of Transportation for the Southwest Bypass Project.

---

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

**Attachments / click to download**

-  [Deed](#)
  -  [Map of Location](#)
  -  [Plan Drawings](#)
  -  [Resolution](#)
-

RESOLUTION NO. \_\_\_\_-16

RESOLUTION APPROVING THE GRANT OF RIGHT OF WAY  
TO THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION UPON  
PROPERTY OWNED BY THE CITY OF GREENVILLE AND PITT COUNTY  
FOR THE SOUTHWEST BYPASS PROJECT

WHEREAS, the City of Greenville and Pitt County are the owners of the property located on the north side of Stantonsburg Road between Diamond Lane and Westpoint Drive and described in the deed recorded in Book 1240, Page 625, Pitt County Registry of Deeds;

WHEREAS, the North Carolina Department of Transportation has requested a right-of-way in connection with the Southwest Bypass Project;

WHEREAS, the North Carolina Department of Transportation has offered to pay to the City of Greenville and Pitt County the amount of \$30,725 as compensation for the conveyance of said right-of-way, with the City and County each receiving fifty percent (50%) of this amount; and

WHEREAS, North Carolina General Statute 160A-274 authorizes the City of Greenville to grant any interest in city property to the North Carolina Department of Transportation;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that it does hereby approve the grant of right-of-way to the North Carolina Department of Transportation upon property owned by the City of Greenville and Pitt County, as described in the deed recorded in Book 1240, Page 625, Pitt County Registry, for the amount of \$30,725, with the City and County each receiving fifty percent (50%) of said amount as compensation, said right-of-way being needed to facilitate improvements in connection with the Southwest Bypass Project.

BE IT FURTHER RESOLVED by the City Council of the City of Greenville that the Mayor and City Clerk be and are hereby authorized to execute a deed to convey said right of way for and on behalf of the City of Greenville, and, if necessary to allow construction to commence prior to the grant of the right of way, an Agreement for Entry.

Adopted on this, the 6th day of June, 2016.

---

Allen M. Thomas  
Mayor

ATTEST:

---

Carol L. Barwick  
City Clerk

Revenue Stamps \$ 62.00

Attachment number 2  
Page 1 of 3

## DEED FOR HIGHWAY RIGHT OF WAY

THIS INSTRUMENT DRAWN BY Bert Whitehurst CHECKED BY Taylor Keith

The hereinafter described property  Does  Does not include the primary residence of the Grantor

RETURN TO: TELICS  
2540 Mill Street  
Winterville, NC 28590

NORTH CAROLINA  
COUNTY OF Pitt  
TAX PARCEL 4667174129

TIP/PARCEL NUMBER: R-2250 154  
WBS ELEMENT: 34411.2.5  
ROUTE: US 264 from Old NC 11 to 264

THIS FEE SIMPLE DEED, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
by and between City of Greenville  
200 W. Fifth Street  
Greenville, NC 27858

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

### WITNESSETH

That the GRANTORS, for themselves, their heirs, successors, and assigns, for and in consideration of the sum of \$ 30,725.00 agreed to be paid by the DEPARTMENT to the GRANTORS, do hereby give, grant and convey unto the DEPARTMENT, its successors and assigns, in FEE SIMPLE that certain property located in Arthur Township, Pitt County, North Carolina, which is particularly described as follows:

**Point of beginning being at - SR11 - 10+30.26; thence to a point on a bearing of N 88°52'47.3" W, 129.394 feet; thence to a point on a bearing of N 64°04'33.2" E, 90.389 feet; thence to a point on a bearing of N 02°41'43.6" E, 388.723 feet; thence to a point on a bearing of S 85°10'18.3" E, 105.558 feet; thence to a point on a bearing of S 02°35'09.0" W, 137.450 feet; thence to a point on a bearing of S 02°35'09.0" W, 285.536 feet; thence to a point on a bearing of N 88°52'47.3" W, 56.315 feet; returning to the point and place of beginning.**

COUNTY:     Pitt     WBS ELEMENT:     34411.2.5     TIP/PARCEL NO.:     R-2250 154    

IN ADDITION, and for the aforesaid consideration, the GRANTORS further hereby convey to the DEPARTMENT, its successors and assigns the following described areas and interests:  
None

Attachment number 2  
Page 2 of 3

SPECIAL PROVISIONS. This deed is subject to the following provisions only:

None

The property hereinabove described was acquired by the GRANTORS by instrument(s) recorded in the     Pitt     County Registry in Deed Book     1240     Page     625     .

The final right of way plans showing the above described right of way are to be certified and recorded in the Office of the Register of Deeds for said County pursuant to N.C.G.S. 136-19.4, reference to which plans is hereby made for purposes of further description and for greater certainty.

The Grantors acknowledge that the project plans for Project #     34411.2.5     have been made available to them. The Grantors further acknowledge that the consideration stated herein is full and just compensation pursuant to Article 9, Chapter 136 of the North Carolina General Statutes for the acquisition of the said interests and areas by the Department of Transportation and for any and all damages to the value of their remaining property; for any and all claims for interest and costs; for any and all damages caused by the acquisition for the construction of Department of Transportation Project #     34411.2.5     ,     Pitt     County, and for the past and future use of said areas by the Department of Transportation, its successors and assigns for all purposes for which the said Department is authorized by law to subject the same.

TO HAVE AND TO HOLD the aforesaid premises and all privileges and appurtenances thereunto belonging to the DEPARTMENT, its successors and assigns in FEE SIMPLE, or by easement as indicated, for the past, present and future use thereof and for all purposes which the said Department is authorized by law to subject the same.

And the GRANTORS covenant with the DEPARTMENT, that the GRANTORS are seized of the premises in fee simple, have the right to convey the same in fee simple, or by easement as indicated, that the title thereto is marketable and free and clear of all encumbrances, and that the GRANTORS will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is hereby conveyed subject to the following exceptions:

---

None

COUNTY:       Pitt       WBS ELEMENT:       34411.2.5       TIP/PARCEL NO.:       R-2250 154      

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

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

BY: \_\_\_\_\_ (SEAL)  
Allen Thomas, Mayor City of Greenville Attachment number 2  
Page 3 of 3

CORPORATE SEAL

ATTEST: \_\_\_\_\_ (Clerk)  
Greenville City Council

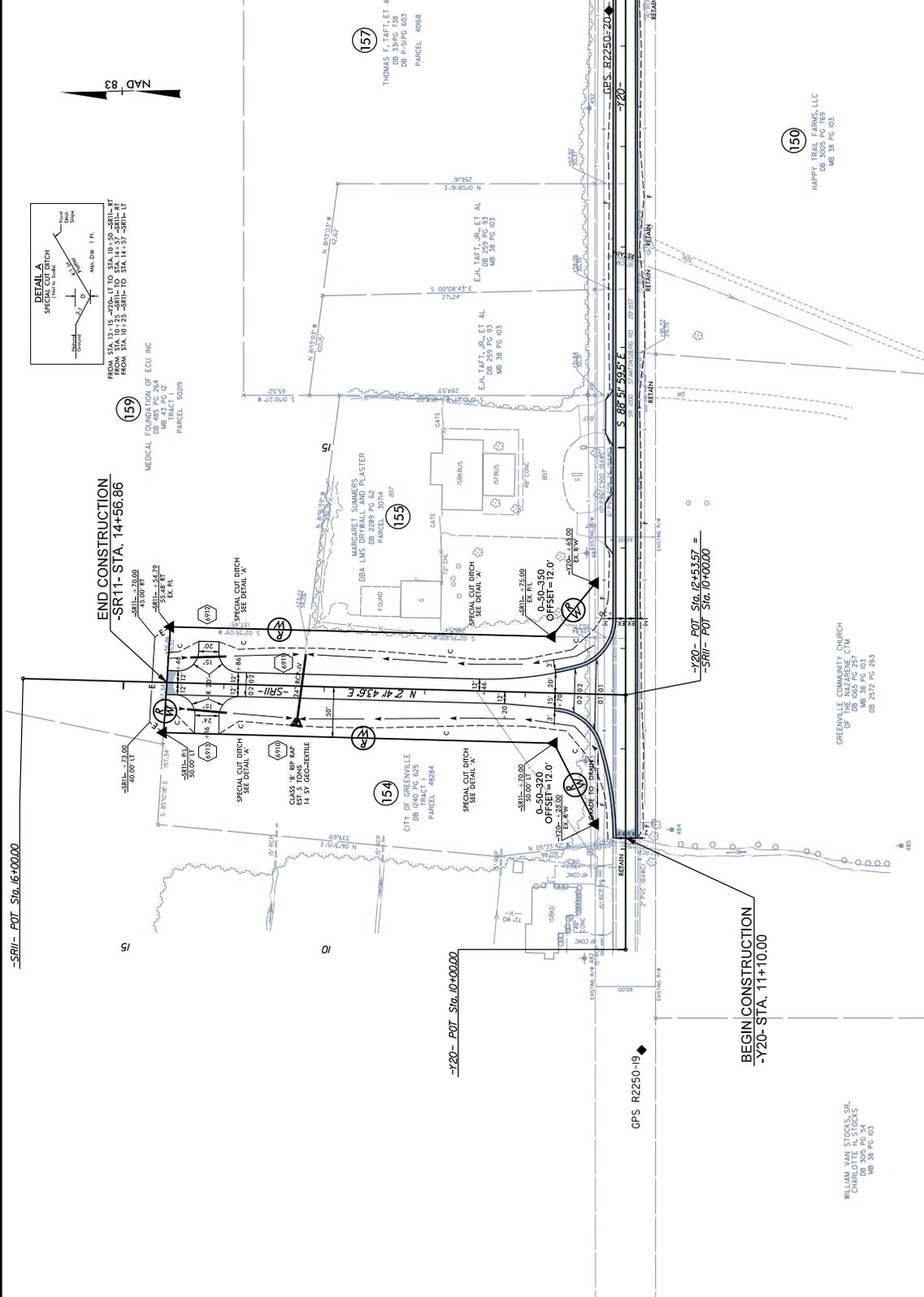
ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY: \_\_\_\_\_

(Official Seal)	North Carolina, _____ County
	I, _____, a Notary Public for _____ County, North Carolina, certify that
	_____ personally came before me this day and acknowledged that he/she is the CLERK of the CITY OF _____, and that by authority duly given, the foregoing instrument was signed in its name by its MAYOR of the CITY OF Greenville _____, sealed with its corporate seal, and attested by _____ as its CITY CLERK.
	Witness my hand and official seal this the _____ day of _____, 20 <u>  16  </u> .
	_____ Notary Public
	My commission expires:



SEE SHEET NO. 116 FOR Y20-190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

PROJECT REFERENCE NO. <b>R-2250</b>	SHEET NO. <b>69</b>
ROADWAY DESIGN ENGINEER	HYDRAULICS ENGINEER
<p><b>DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED</b></p> <p><b>HDR</b> HDR Engineering, Inc. of the Carolinas 555 Fayetteville St., Suite 900 Raleigh, NC 27601 N.C. REG. L.S. License Number: F-01716</p> <p><b>BARNHILL CONTRACTING COMPANY</b></p>	



REVISIONS

FILED: North Carolina Department of Transportation, 2250A, B, Greenville, Southwestern Bypass, DB 06/00, Project Design/R-2250, NCDOT File Structure/Modway/Proj/R2250, RDV, PSH-69.dgn

DATE: 5/20/2016  
TIME: 16:23:33 PM

PENTABLE: NCDOT.dmp/rlth

PLT: 018178, NCDOT, ddt\_color\_eng.splpt

USP: 018178, NCDOT, ddt\_color\_eng.splpt



# City of Greenville, North Carolina

Meeting Date: 6/6/2016  
Time: 6:00 PM

**Title of Item:** Ordinances and reimbursement resolution amending Greenville Utilities Commission's FY 2015-16 Budget and various capital projects budgets

**Explanation:** **Abstract:** Greenville Utilities Commission (GUC) seeks to amend its fiscal year 2015-16 budget to reflect end-of-year projections which includes certain capital projects budget amendments.

**Explanation:** The fiscal year 2015-16 Electric, Water, Sewer and Gas Fund budgets need to be amended to ensure that the estimated sources of revenue appropriately cover the estimated expenditures and contingencies for the remainder of the fiscal year and to also alleviate the potential of actual expenditures being over the budget. On May 19, 2016, the GUC Board of Commissioners approved the fiscal year 2015-16 budget amendment which included certain capital projects budget amendments and recommends similar action by City Council.

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

**Recommendation:** Adopt the attached ordinance and resolution amending GUC's fiscal year 2015-16 budget amendment which includes certain capital projects budget amendments.

---

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

**Attachments / click to download**

- [Reimbursement Resolution](#)
- [Ordinance](#)

**RESOLUTION NO. 16-\_\_**  
**RESOLUTION DECLARING THE INTENTION OF THE**  
**CITY COUNCIL OF THE CITY OF GREENVILLE TO REIMBURSE THE**  
**GREENVILLE UTILITIES COMMISSION, OF THE CITY OF GREENVILLE, NORTH**  
**CAROLINA, A BODY POLITIC DULY CHARTERED BY THE STATE OF NORTH**  
**CAROLINA, FROM THE PROCEEDS OF ONE OR MORE TAX EXEMPT**  
**FINANCING FOR CERTAIN EXPENDITURES MADE AND TO BE MADE IN**  
**CONNECTION WITH THE ACQUISITION AND CONSTRUCTION OF CERTAIN**  
**CAPITAL IMPROVEMENTS**

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

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

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

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

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

Section 3. The principal amount of the Tax Exempt Financing estimated to be issued to reimburse the Commission for Expenditures for the Improvements is estimated to be not more than \$28,783,983.

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

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

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

Adopted this the \_\_\_\_ day of \_\_\_\_\_, 2016.

---

Allen M. Thomas, Mayor

ATTEST:

---

Carol L. Barwick, City Clerk

**EXHIBIT A**

**THE IMPROVEMENTS**

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

FCP10066 Downtown Facilities Development Project	1,600,000
ECP-138 Greenville 230 kV South POD Substation	4,800,000
ECP-141 OPTICS Phase 3B	8,067,828
ECP-142 Bells Fork to Hollywood Substation Upgrade Project	5,605,155
WCP-121 10 <sup>th</sup> Street Connector – Water	1,896,000
WCP-123 City of Greenville Town Culvert Improvements Project – Water	1,100,000
SCP-121 Sewer Harris Mill Interceptor	635,000
SCP-122 Wastewater Treatment Plant Air Distribution System	2,000,000
SCP-123 City of Greenville Town Culvert Improvements Project – Sewer	1,580,000
GCP-93 Southwestern Loop Phase 1	1,500,000
	<u>\$28,783,983</u>

ORDINANCE NO. 16-  
CITY OF GREENVILLE, NORTH CAROLINA  
TO AMEND ORDINANCE 15-052  
2015-16 GREENVILLE UTILITIES COMMISSION BUDGET ORDINANCE

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

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

<u>Revenues</u>	<u>Budget</u>	<u>Change</u>	<u>Revised</u>
<b>A. <u>Electric Fund</u></b>			
Rates & Charges	\$180,331,806	\$625,337	\$180,957,143
Fees & Charges	1,304,786	141,413	1,446,199
Miscellaneous	969,795	859,725	1,829,520
Interest on Investments	119,083	45,498	164,581
Transfer from Rate Stabilization	0	0	0
Bond Proceeds	226,100	57,676	283,776
Appropriated Fund Balance	<u>2,000,000</u>	<u>(2,000,000)</u>	<u>0</u>
Total Electric Fund Revenue	\$184,951,570	(\$270,351)	\$184,681,219
<b>B. <u>Water Fund</u></b>			
Rates & Charges	\$17,844,952	(\$147,685)	\$17,697,267
Fees & Charges	351,619	(6,906)	344,713
Miscellaneous	237,759	5,373	243,132
Interest on Investments	38,209	9,482	47,691
Bond Proceeds	<u>46,800</u>	<u>65,920</u>	<u>112,720</u>
Total Water Fund Revenue	\$18,519,339	(\$73,816)	\$18,445,523
<b>C. <u>Sewer Fund</u></b>			
Rates & Charges	\$20,032,937	\$345,003	\$20,377,940
Fees & Charges	335,902	(1,080)	334,822
Miscellaneous	121,431	17,953	139,384
Interest on Investments	21,246	11,163	32,409
Bond Proceeds	49,780	95,703	145,483
Appropriated Fund Balance	<u>3,000,000</u>	<u>0</u>	<u>3,000,000</u>
Total Sewer Fund Revenue	\$23,561,296	\$468,742	\$24,030,038
<b>D. <u>Gas Fund</u></b>			
Rates & Charges	\$41,690,037	(\$8,796,937)	\$32,893,100
Fees & Charges	138,688	677	139,365
Miscellaneous	139,182	9,474	148,656
Interest on Investments	54,496	26,216	80,712
Bond Proceeds	344,300	(232,542)	111,758
Appropriated Fund Balance	<u>5,250,000</u>	<u>1,000,000</u>	<u>6,250,000</u>
Total Gas Fund Revenue	\$47,616,703	(\$7,993,112)	\$39,623,591
Total Revenues	<u>\$274,648,908</u>	<u>(\$7,868,537)</u>	<u>\$266,780,371</u>

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

<u>Expenditures</u>	<u>Budget</u>	<u>Change</u>	<u>Revised</u>
Electric Fund	\$184,951,570	(\$270,351)	\$184,681,219
Water Fund	18,519,339	(73,816)	18,445,523
Sewer Fund	23,561,296	468,742	24,030,038
Gas Fund	47,616,703	(7,993,112)	39,623,591
Total Expenditures	<u>\$274,648,908</u>	<u>(\$7,868,537)</u>	<u>\$266,780,371</u>

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

<u>Capital Projects Revenues</u>	<u>Budget</u>	<u>Change</u>	<u>Revised</u>
Electric Fund - Long Term Debt Proceeds	\$5,437,500	\$0	\$5,437,500
Water Fund - Long Term Debt Proceeds	1,687,500	0	1,687,500
Sewer Fund - Long Term Debt Proceeds	437,500	0	437,500
Sewer Fund - Capital Projects Fund Balance	310,000	0	310,000
Gas Fund - Long Term Debt Proceeds	1,437,500	1,500,000	2,937,500
Gas Fund - Capital Projects Fund Balance	500,000	0	500,000
Total Capital Projects Revenue	<u>\$9,810,000</u>	<u>\$1,500,000</u>	<u>\$11,310,000</u>

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

<u>Capital Projects Expenditures</u>	<u>Budget</u>	<u>Change</u>	<u>Revised</u>
ECP-145 Dyneema Peaking Generator	\$5,000,000	0	\$5,000,000
WCP-124 Residual Lagoon Improvements	1,250,000	0	1,250,000
SCP-124 Emergency Generators for Remote Pumping Stations, Phase I	310,000	0	310,000
GCP-92 LNG Liquefaction Additions	1,000,000	0	1,000,000
GCP-93 Southwestern Loop Phase 1	500,000	1,500,000	2,000,000
FCP-100 Downtown Office Efficiency and Enhancement	1,750,000	0	1,750,000
Total Capital Projects Expenditures	<u>\$9,810,000</u>	<u>\$1,500,000</u>	<u>\$11,310,000</u>

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

<u>Capital Projects Revenues</u>	<u>Budget</u>	<u>Change</u>	<u>Revised</u>
Electric Fund - Capital Projects Fund Balance	<u>\$10,272,000</u>	<u>(\$847,067)</u>	<u>\$9,424,933</u>
<u>Capital Projects Expenditures</u>			
Electric Fund - OPTICS 3A	<u>\$10,272,000</u>	<u>(\$847,067)</u>	<u>\$9,424,933</u>

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

<u>Capital Projects Revenues</u>	<u>Budget</u>	<u>Change</u>	<u>Revised</u>
Electric Fund - Long Term Debt	\$8,740,000	\$9,732,983	\$18,472,983
Electric Fund - Capital Projects Fund Balance	<u>\$15,405,000</u>	<u>(\$7,220,761)</u>	<u>\$8,184,239</u>
Total Capital Projects Revenues	<u>\$24,145,000</u>	<u>\$2,512,222</u>	<u>\$26,657,222</u>

Capital Projects Expenditures

ECP-138 Greenville 230 kV South POD Substation	\$4,500,000	\$300,000	\$4,800,000
ECP-142 Bells Fork to Hollywood Substation Upgrade Project	\$4,240,000	\$1,365,155	\$5,605,155
ECP-141 OPTICS 3B	<u>\$15,405,000</u>	<u>\$847,067</u>	<u>\$16,252,067</u>
 Total Capital Projects Expenditures	 <u>\$24,145,000</u>	 <u>\$2,512,222</u>	 <u>\$26,657,222</u>

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

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

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

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

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

Adopted this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

Attest:

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

ORDINANCE NO. 16-\_\_\_\_\_  
CITY OF GREENVILLE, NORTH CAROLINA  
TO AMEND AN ELECTRIC CAPITAL PROJECT BUDGET (Ordinance No. 12-008)  
SUBSTATION MODERNIZATION PROJECT

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

Section I. The Capital Projects Budget is amended, so that as amended it shall read as follows:

	<u>Current Budget</u>	<u>Change</u>	<u>Proposed Budget</u>
<u>Revenues</u>			
Long Term Debt	\$1,500,000	(\$1,500,000)	\$0
Capital Projects - Fund Balance	<u>\$1,500,000</u>	<u>\$1,267,828</u>	<u>\$2,767,828</u>
	\$3,000,000	(\$232,172)	\$2,767,828
 <u>Expenditures</u>			
Project Costs	<u>\$3,000,000</u>	<u>(\$232,172)</u>	<u>\$2,767,828</u>
	\$3,000,000	(\$232,172)	\$2,767,828

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

Section III. This ordinance shall become effective upon its adoption

Adopted this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

Attest:

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

ORDINANCE NO. 16-\_\_\_\_\_  
CITY OF GREENVILLE, NORTH CAROLINA  
TO AMEND A CAPITAL PROJECT BUDGET (Ordinance No. 15-064)  
DOWNTOWN FACILITIES DEVELOPMENT PROJECT

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

Section I. The Capital Projects Budget is amended, so that as amended it shall read as follows:

	Current Budget	Change	Proposed Budget
<u>Revenues</u>			
Long Term Debt	\$1,400,000	\$200,000	\$1,600,000
	\$1,400,000	\$200,000	\$1,600,000
<u>Expenditures</u>			
Project Costs	\$1,400,000	\$200,000	\$1,600,000
	\$1,400,000	\$200,000	\$1,600,000

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

Section III. This ordinance shall become effective upon its adoption

Adopted this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

Attest:

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

ORDINANCE NO. 16-\_\_\_\_\_  
CITY OF GREENVILLE, NORTH CAROLINA  
TO AMEND A GAS CAPITAL PROJECT BUDGET (Ordinance No. 11-064)  
NC 33 MAIN EXTENSION AND OLD RIVER ROAD REPLACEMENT PROJECT

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

Section I. The Capital Projects Budget is amended, so that as amended it shall read as follows:

	<u>Current Budget</u>	<u>Change</u>	<u>Proposed Budget</u>
<u>Revenues</u>			
Long Term Debt	\$1,300,000	(\$1,300,000)	\$0
Capital Projects - Fund Balance	<u>\$0</u>	<u>\$1,300,000</u>	<u>\$1,300,000</u>
	\$1,300,000	\$0	\$1,300,000
 <u>Expenditures</u>			
Project Costs	<u>\$1,300,000</u>	<u>\$0</u>	<u>\$1,300,000</u>
	\$1,300,000	\$0	\$1,300,000

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

Section III. This ordinance shall become effective upon its adoption

Adopted this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

Attest:

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

ORDINANCE NO. 16-\_\_\_\_\_  
CITY OF GREENVILLE, NORTH CAROLINA  
TO AMEND A SEWER CAPITAL PROJECT BUDGET (Ordinance No. 14-078)  
Wastewater Treatment Plant Air Distribution System

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

Section I. The Capital Projects Budget is amended, so that as amended it shall read as follows:

	<u>Current Budget</u>	<u>Change</u>	<u>Proposed Budget</u>
<u>Revenues</u>			
Long Term Debt	<u>\$1,500,000</u>	<u>\$500,000</u>	<u>\$2,000,000</u>
	\$1,500,000	\$500,000	\$2,000,000
<u>Expenditures</u>			
Project Costs	<u>\$1,500,000</u>	<u>\$500,000</u>	<u>\$2,000,000</u>
	\$1,500,000	\$500,000	\$2,000,000

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

Section III. This ordinance shall become effective upon its adoption

Adopted this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

Attest:

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

ORDINANCE NO. 16-\_\_\_\_\_  
CITY OF GREENVILLE, NORTH CAROLINA  
TO AMEND A SEWER CAPITAL PROJECT BUDGET (Ordinance No. 15-015)  
CITY OF GREENVILLE TOWN CREEK CULVERT IMPROVEMENTS PROJECT

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

Section I. The Capital Projects Budget is amended, so that as amended it shall read as follows:

	<u>Current Budget</u>	<u>Change</u>	<u>Proposed Budget</u>
<u>Revenues</u>			
Long Term Debt	\$80,000	\$1,500,000	\$1,580,000
Fund Balance	\$0	\$320,000	\$320,000
	<u>\$80,000</u>	<u>\$1,820,000</u>	<u>\$1,900,000</u>
<u>Expenditures</u>			
Project Costs	<u>\$80,000</u>	<u>\$1,820,000</u>	<u>\$1,900,000</u>
	\$80,000	\$1,820,000	\$1,900,000

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

Section III. This ordinance shall become effective upon its adoption

Adopted this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

Attest:

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

ORDINANCE NO. 16-  
CITY OF GREENVILLE, NORTH CAROLINA  
AMENDMENT TO THE 2014-15 GREENVILLE UTILITIES COMMISSION BUDGET (ORDINANCE 15-026),

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

Section I. Estimated Net Revenues and Fund Balances. It is estimated that the following non-tax revenues and fund balances will be available during the fiscal year beginning July 1, 2014 and ending June 30, 2015 to meet the subsequent expenditures according to the following schedules:

<u>Revenues</u>	<u>Budget</u>	<u>Change</u>	<u>Revised</u>
<b>A. <u>Electric Fund</u></b>			
Rates & Charges	\$196,655,292	\$0	\$196,655,292
Fees & Charges	1,270,770	0	1,270,770
U.G. & Temp. Service Charges	123,494	0	123,494
Miscellaneous	1,185,344	0	1,185,344
Interest on Investments	138,395	0	138,395
<b>Total Electric Fund Revenue</b>	<b>\$199,373,295</b>	<b>\$0</b>	<b>\$199,373,295</b>
<b>B. <u>Water Fund</u></b>			
Rates & Charges	\$16,909,914	\$0	\$16,909,914
Fees & Charges	322,904	0	322,904
Miscellaneous	252,217	0	252,217
Interest on Investments	40,351	0	40,351
<b>Total Water Fund Revenue</b>	<b>\$17,525,386</b>	<b>\$0</b>	<b>\$17,525,386</b>
<b>C. <u>Sewer Fund</u></b>			
Rates & Charges	\$18,795,060	\$0	\$18,795,060
Fees & Charges	314,635	0	314,635
Miscellaneous	128,341	0	128,341
Interest on Investments	25,120	0	25,120
<b>Total Sewer Fund Revenue</b>	<b>\$19,263,156</b>	<b>\$0</b>	<b>\$19,263,156</b>
<b>D. <u>Gas Fund</u></b>			
Rates & Charges	\$37,917,503	\$0	\$37,917,503
Fees & Charges	144,241	0	144,241
Miscellaneous	165,209	0	165,209
Interest on Investments	61,850	0	61,850
<b>Total Gas Fund Revenue</b>	<b>\$38,288,803</b>	<b>\$0</b>	<b>\$38,288,803</b>
<b>Total Revenues</b>	<b>\$274,450,640</b>	<b>\$0</b>	<b>\$274,450,640</b>

**Section II. Expenditures.** The following amounts are hereby estimated for the Greenville Utilities Commission to be expended for managing, operating, improving, maintaining, and extending electric, water, sewer and gas utilities during the fiscal year beginning July 1, 2014 and ending on June 30, 2015, according to the following schedules:

<u>Expenditures</u>	<u>Budget</u>	<u>Change</u>	<u>Revised</u>
Electric Fund	\$199,373,295	\$0	\$199,373,295
Water Fund	17,525,386	0	17,525,386
Sewer Fund	19,263,156	0	19,263,156
Gas Fund	38,288,803	0	38,288,803
Total Expenditures	<u>\$274,450,640</u>	<u>\$0</u>	<u>\$274,450,640</u>

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

<u>Capital Projects Revenues</u>	<u>Budget</u>	<u>Change</u>	<u>Revised</u>
Electric Fund - Long Term Debt Proceeds	\$2,255,000	\$0	\$2,255,000
2007 Revenue Bonds	107,184	0	107,184
2008A Revenue Bonds	5,160	0	5,160
Electric Fund - Capital Projects Fund Balance	1,962,223	0	1,962,223
Water Fund - Long Term Debt Proceeds	6,890,000	0	6,890,000
Water Fund - Capital Projects Fund Balance	141,167	0	141,167
Sewer Fund - Long Term Debt Proceeds	9,439,000	111,000	9,550,000
Sewer Fund - Capital Projects Fund Balance	141,167	0	141,167
Gas Fund - Long Term Debt Proceeds	4,915,000	0	4,915,000
Gas Fund - Capital Projects Fund Balance	2,629,067	0	2,629,067
Total Capital Projects Revenue	<u>\$28,484,968</u>	<u>\$111,000</u>	<u>\$28,595,968</u>

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

<u>Capital Projects Expenditures</u>	<u>Budget</u>	<u>Change</u>	<u>Revised</u>
New Operations Center	\$4,100,000	0	\$4,100,000
Business Application Master Plan	806,668	0	806,668
Frog Level Substation Improvements Project	979,300	0	979,300
Frog Level and MacGregor Down Substation Feeder Expansions	700,000	0	700,000
Water Treatment Plant Upgrade Phase 1	1,900,000	0	1,900,000
Water Biofiltration Upgrade	1,600,000	0	1,600,000
Water Filter Backwash Pipe Repair & Filter Flow Bypassing to Clearwell	550,000	0	550,000
Water/Sewer Meter ERT/Low Lead Compliance Changeout	3,125,000	0	3,125,000
Sewer PLC Replacement for FS, GMR & IP Pump Stations	600,000	0	600,000
Sewer Biosolids Processing Upgrades	6,800,000	0	6,800,000
Sewer Harris Mill Interceptor	524,000	111,000	635,000
Western Loop High Pressure Gas Main Extension	4,300,000	0	4,300,000
Natural Gas Vehicle Fueling Station	2,500,000	0	2,500,000
Total Capital Projects Expenditures	<u>\$28,484,968</u>	<u>\$111,000</u>	<u>\$28,595,968</u>

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

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

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

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

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

Adopted this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Attest:

---

Allen M. Thomas, Mayor

---

Carol L. Barwick, City Clerk

ORDINANCE NO. 16-\_\_\_\_\_  
CITY OF GREENVILLE, NORTH CAROLINA  
TO AMEND A WATER CAPITAL PROJECT BUDGET (Ordinance No. 14-065)  
10th STREET CONNECTOR PROJECT

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

Section I. The Capital Projects Budget is amended, so that as amended it shall read as follows:

	<u>Current Budget</u>	<u>Change</u>	<u>Proposed Budget</u>
<u>Revenues</u>			
Long Term Debt	<u>\$892,500</u>	<u>\$1,003,500</u>	<u>\$1,896,000</u>
	\$892,500	\$1,003,500	\$1,896,000
<u>Expenditures</u>			
Project Costs	<u>\$892,500</u>	<u>\$1,003,500</u>	<u>\$1,896,000</u>
	\$892,500	\$1,003,500	\$1,896,000

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

Section III. This ordinance shall become effective upon its adoption

Adopted this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

Attest:

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

ORDINANCE NO. 16-\_\_\_\_\_  
CITY OF GREENVILLE, NORTH CAROLINA  
TO AMEND A WATER CAPITAL PROJECT BUDGET (Ordinance 15-014)  
CITY OF GREENVILLE TOWN CREEK CULVERT IMPROVEMENTS PROJECT

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

Section I. The Capital Projects Budget is amended, so that as amended it shall read as follows:

	<u>Current Budget</u>	<u>Change</u>	<u>Proposed Budget</u>
<u>Revenues</u>			
Long Term Debt	\$80,000	\$1,020,000	\$1,100,000
	<u>\$80,000</u>	<u>\$1,020,000</u>	<u>\$1,100,000</u>
<u>Expenditures</u>			
Project Costs	\$80,000	\$1,020,000	\$1,100,000
	<u>\$80,000</u>	<u>\$1,020,000</u>	<u>\$1,100,000</u>

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

Section III. This ordinance shall become effective upon its adoption

Adopted this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

Attest:

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



# City of Greenville, North Carolina

Meeting Date: 6/6/2016  
Time: 6:00 PM

**Title of Item:** Revised Financial Policy Guidelines

**Explanation:** **Abstract:** The Financial Policy Guidelines establish reasonable parameters for the financial operations of the City to ensure that operating and capital needs are met while maintaining financial sustainability. The City's Financial Policies were last reviewed by Council in June of 2011. The Financial Policy Guidelines are being reviewed in preparation of the first round of financing of the 2015 General Obligation Bond projects in the fall of 2016.

**Explanation:** Bond rating companies look very closely at an entity's financial policies, in addition to financial performance, in the establishment of the entity's bond rating. The entity's bond rating thereby becomes a key component in acquiring the most favorable rates upon entering the debt markets to finance long-term capital projects. The City's Financial Policy Guidelines were last reviewed in June of 2011. As the City prepares to enter the debt markets in relation to the first round of capital projects as included in the 2015 General Obligation Bond, City staff has moved forward with a review and update to the City's financial policies. In conjunction with Staff's internal review, the policies have also been reviewed by the City's financial advisors, First Southwest Company, as included within their provided services.

The guidelines include a review of policies related to the Capital Improvement Budget, Vehicle Replacement Fund, Debt Management, Financial Reserves, Budget Development, Identity Theft, and the Other Post Employment Benefits (OPEB) sections. Additionally, sections have been added for Cost Recovery with the General Fund and other funds (excluding the Greenville Utilities Commission). Attached is the red/blue lined policy, which outlines all proposed policy changes, and an updated policy without the red/blue lines. Deleted words, phrases, or sections can be identified with the strike-through font areas. Overall the changes identified are those staff have identified as needs for adjustment and/or addition.

Developing and monitoring financial policy is one criterion in evaluating the

financial strength and capacity of a city when its bond rating is evaluated by national rating agencies. The revisions to these guidelines will provide the needed information to assist the City with maintaining its current bond ratings with Moody's Investors Services and Standard & Poor's. Financial oversight resulting from these guidelines will promote a greater degree of confidence in the City by its citizens, investors, and others interested in the City's financial position.

**Fiscal Note:** No direct cost.

**Recommendation:** Approve the Financial Policy Guidelines as revised.

---

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

**Attachments / click to download**

 [Redlined Revised Financial Policy](#)

 [Proposed FY 2016 Financial Policy Clean Lined 1029405](#)

---

## **Financial Policy Guidelines**

*For:*

### **City of Greenville, North Carolina**

<b>Authority:</b>	North Carolina General Statutes and other Public Finance Law
<b>Supersedes:</b>	Update in June 2011
<b>Review Responsibility:</b>	Financial Services
<b>Review Scheduled:</b>	Annually or as needed
<b>Approval Needed:</b>	City Council (Document # 895239)

*Proposed for Adoption: June 6, 2016*

---

# Financial Policy Guidelines

City of Greenville, North Carolina  
June 6, 2016

---

## TABLE OF CONTENTS

	<b>Page</b>
Objectives	2
Capital Improvement Budget	3-4
Vehicle Replacement Fund	5
Debt Management	6-7
Financial Reserves	8
Budget Development	9-10
Cash Management and Investment	11-12
Revenue Collections	13
Identity Theft Prevention Program	14
Other Post Employment Benefits	15
Cost Recovery – General Fund	16
Cost Recovery – Sanitation Fund	17

---

# Financial Policy Guidelines

City of Greenville, North Carolina  
June 6, 2016

---

## FINANCIAL POLICY GUIDELINES – OBJECTIVES

This fiscal policy is a statement of the guidelines and goals that will influence and guide the financial management practices of the City of Greenville, North Carolina. A fiscal policy that is adopted, adhered to, and regularly reviewed is the cornerstone of sound financial management. Effective fiscal policy:

- Contributes significantly to the City's ability to insulate itself from fiscal crisis,
- Enhances short-term and long-term financial credit ability by helping to achieve the highest credit and bond ratings possible,
- Promotes long-term financial stability by establishing clear and consistent guidelines,
- Directs attention to the total financial picture of the City rather than single issue areas,
- Promotes the view of linking long-run financial planning with day to day operations, and
- Provides the City Council, citizens and the City's professional management team a framework for measuring the fiscal impact of government services against established fiscal parameters and guidelines.

There are a few identified policies that are elaborated on and approved by City Council within separate documents (i.e. Cash and Investment Policy and Revenue Collections Policy). To these ends, the following fiscal policy guideline is presented.

---

# Financial Policy Guidelines

City of Greenville, North Carolina  
June 6, 2016

---

## CAPITAL IMPROVEMENT BUDGET

1. The City will prioritize all capital improvements in accordance with an adopted capital improvement program (CIP).
2. The City will develop a five-year plan for capital improvements and review and update the plan at least every two years. The City conducts a needs assessment and projects are ranked according to priority. The estimated costs and potential funding sources for each capital project proposal will be identified before it is submitted for approval within the Capital Improvement Program (CIP) budget. The estimated costs will include consideration for inflation; the inflation rate to be determined annually in the budget process and disclosed in the capital budget. Additional projects can be added to the CIP without ranking, but funding for projects added in this manner are subject to normal operating budget constraints.
3. The City will enact a capital budget at least every two years based on the five-year capital improvement plan. Future capital expenditures necessitated by changes in population, changes in real estate development, or changes in economic base will be calculated and included in capital budget projections.
4. In general, effective maintenance and operations of capital facilities should be given priority over acquisition of new facilities, unless a cost/benefit analysis indicates to the contrary. In addition, state or federal mandates or new service demands may require acquisition of new facilities even when maintenance needs are not fully met. The City shall have an on-going 10-year facilities improvement plan to respond to maintenance and operational needs timely.
5. The City will coordinate development of the capital improvement budget with development of the operating budget. Future operating costs associated with new capital improvements will be projected and included in operating budget forecasts.
6. The City will seek intergovernmental assistance to finance those capital improvements that are consistent with the capital improvement plan and City priorities, and whose operating and maintenance costs have been included in operating budget forecasts.
7. The City will maintain all its assets at a level adequate to protect the City's capital investment and to minimize future maintenance and replacement costs. The City will maintain accurate information on the condition, lifespan and estimated replacement cost of its major physical assets to assist in long term planning.

---

# Financial Policy Guidelines

City of Greenville, North Carolina  
June 6, 2016

---

## **CAPITAL IMPROVEMENT BUDGET (cont.)**

8. The City will project its equipment replacement and maintenance needs for five years and will update that projection at least every two years. Using this projection, a maintenance and replacement schedule will be developed.
9. The City will identify the estimated costs and potential funding sources for each capital project proposed before it is submitted for approval.
10. The City will attempt to determine the most cost effective and flexible financing method for all new projects.
11. The City will match the financing of major capital assets to the debt schedules that closely assign payments with the expected major asset life span to insure intergenerational equity.
12. The capitalization for fixed assets resulting from purchases shall be \$5,000. Depending on the category, the threshold may apply to individual or groups of fixed assets. Fixed assets will only be capitalized if they have a useful life of at least two years following the date of acquisition. A physical inventory of capitalized fixed assets will be performed, either simultaneously or on a rotating basis, so that all fixed assets are physically accounted for annually.

---

# Financial Policy Guidelines

City of Greenville, North Carolina  
June 6, 2016

---

## VEHICLE REPLACEMENT FUND

1. Biennially, a Public Works team will review all vehicles and place them into categories as described in the vehicle replacement guidelines. The team will consist of the Director of Public Works, Operations Manager, and Fleet Superintendent. This list is reviewed and approved by the City Manager during the budget preparation process. The list is intended to guide the purchase of vehicles/equipment as a part of the City's Vehicle Replacement Program in an efficient and timely manner ensuring the appropriate equipment is purchased.
2. Equipment is evaluated by four criteria: age, mileage, general overall condition, and maintenance cost. Each vehicle is scored on a point system to determine which units are eligible for replacement consideration. Point criteria includes: year of vehicle, mileage, general overall condition and maintenance costs. Any Vehicle that scores a score of 10 or greater will be eligible for replacement.
3. Replacement recommendations will be based on a replacement schedule (vehicles by type) created by the Public Work Department. Any changes to the recommended list must be submitted in writing to the City Manager.
4. City departments will pay quarterly replacement rates to finance the vehicle replacement fund in preparation for future scheduled replacements.
5. The quarterly rates are calculated based on the cost plus inflation rate of the vehicles on hand within the respective departments. The costs divided by the expected useful life will determine what is paid on a quarterly basis to the replacement fund to pay for future replacements. Because the City is forward-funding replacement cost for purchases of future vehicles, an inflation factor of 3-5% per year is included in estimates.
6. The fund balance within the Vehicle Replacement Fund will remain at a minimum level of 8% of the annually funded planned purchases. This level of reserve will go to fund any unexpected occurrences during the year (i.e. accidents, etc.)

---

# Financial Policy Guidelines

City of Greenville, North Carolina  
June 6, 2016

---

## DEBT MANAGEMENT

1. The City will confine long-term borrowing to capital improvement or projects that cannot be paid for from current revenues or fund balance except where approved justification is provided.
2. The City will utilize a balanced approach to capital funding utilizing debt financing, draws on capital reserves and/or fund balances in excess of policy targets, and current-year (pay-as-you-go) appropriations.
3. When the City finances capital improvements or other projects by issuing bonds or entering into capital leases, it will repay the debt within a period not to exceed the expected useful life of the project. Target debt ratios will be calculated at least every two years and included in the review of financial trends.
4. Where feasible, the City will explore the usage of special assessment, revenue, or other self-supporting bonds instead of general obligation bonds.
5. Prior to the issuance of new General Obligation (GO) debt, consideration shall be given to forecasted tax rate requirements, ratio of net GO debt to assessed taxable value, net GO debt per capita, and debt service payments to General Fund operating budget.
6. Direct net debt as a percentage of total assessed value of taxable property should not exceed 2.5%. Direct net debt is defined as any and all debt that is tax-supported.
7. The ratio of direct debt service expenditures as a percent of total governmental fund expenditures will be targeted to remain at or below 10.0% but in any case should not exceed 12.0% with an aggregate direct debt ten-year principal payout ratio target of 60.0% or better.
8. The City recognizes the importance of underlying and overlapping debt in analyzing financial condition. The City will regularly analyze total indebtedness including underlying and overlapping debt.
9. The City may employ municipal finance professionals to assist in developing a bond issuance strategy, preparing bond documents, and marketing bonds to investors.
10. The City shall use the Comprehensive Annual Financial Report (the "CAFR") as the disclosure document for meeting its obligation under SEC Rule 15c2-12 to provide certain annual financial information to the secondary debt market via various information repositories. Continuing Disclosure is required by January 31 of each year.

---

# Financial Policy Guidelines

City of Greenville, North Carolina  
June 6, 2016

---

## DEBT MANAGEMENT (cont.)

11. The City will select a method of sale that is the most appropriate in light of the financial market, transaction-specific conditions, City-related conditions, and in accordance with State law.
12. The City will use fixed rate debt in most cases to finance its capital needs; however, the City may issue variable rate debt up to 10-15 % of its total debt portfolio, when necessary.
13. Debt structures that result in significant “back loading” of debt should be avoided.
14. The Financial Services Director will maintain good communication with bond rating agencies
  - a. The Financial Services Director will provide periodic updates on the City’s financial condition.
  - b. Required disclosure on every financial report and bond prospectus will be followed.
  - c. The City may request ratings prior to the sale of securities from the major rating agencies for municipal bond issues.
15. The City will strive to achieve and maintain the highest credit rating awarded by the municipal bond rating agencies.
16. The City may undertake refinancing of outstanding debt:
  - a. When such refinancing allows the City to realize significant debt service savings (net present value savings equal to at least 2.0 percent of the refunded par amount) without lengthening the term of refinanced debt and without increasing debt service in any subsequent year; or
  - b. When the public policy benefits outweigh the costs associated with the issuance of new debt and any increase in annual debt service; or
  - c. When a restrictive covenant is removed to benefit of the City.
17. The Financial Services Director shall maintain a system of record keeping and reporting to meet the arbitrage rebate compliance requirements for the federal tax code.

---

# Financial Policy Guidelines

City of Greenville, North Carolina  
June 6, 2016

---

## FINANCIAL RESERVES

1. The City will establish and maintain an Insurance Loss Reserve to pay for needs caused by unforeseen emergencies. This reserve will be maintained at no less than \$2.0 million.
2. In preparation of the final budget ordinance amendment of any given fiscal year, the city will review budgeted insurance loss, deductibles and premium accounts. If insurance losses, deductibles, and premiums are less than budgeted for any fiscal year, these unspent monies will be transferred to the Insurance Loss Reserve Fund for future unexpected claims, when the City is not operating at the minimum desired reserves.
3. Unassigned Fund Balance as defined by GASB Statement 54, will be the portion of fund balance remaining after all other categories have been determined. These other categories are non-spendable amounts, commitments and restrictions for future expenditures, and required reserves as defined by State statutes. The City will strive to maintain an Unassigned General Fund balance at the close of each fiscal year of at least 14.0% of the total current annual operating budget.
4. The City Council may, from time-to-time, appropriate unassigned fund balances that will reduce unassigned fund balances below the 14.0% threshold for the purposes of a declared fiscal emergency or other such global purpose as to protect the long-term fiscal security of the City of Greenville. In such circumstances, the City Council will adopt a plan to restore the unassigned fund balance to or above the threshold within 36 months from the date of the appropriation. If restoration cannot be accomplished within such time period without severe hardship to the City, then the City Council will establish a different but appropriate time period.
5. The excess unassigned fund balance may be used to fund one-time capital expenditures or other one-time costs, if those monies have not been transferred to the Capital Reserve Fund. In the event that expenditures exceed revenues within the General Fund during the previous fiscal year, transfers to Capital Reserve will be waived for the current fiscal year.

---

# Financial Policy Guidelines

City of Greenville, North Carolina  
June 6, 2016

---

## BUDGET DEVELOPMENT

1. The City will develop the Budget in conjunction with a stated program of performance objectives and measures in which to gauge progress toward meeting those objectives.
2. The Financial Services Department will maintain a system for monitoring the City's budget during the fiscal year. This system will provide opportunity for departments and management to monitor and evaluate monthly financial information on expenditures and performance at both the department and fund level. Included will be provisions for amending the budget during the year in order to address unanticipated needs, emergencies, or compliance with State of North Carolina budgetary statutes.
3. The City shall continue to focus on using one-time, non-recurring, or other special revenues for funding special one-time projects.
4. The City will pursue an aggressive policy seeking the collection of delinquent rescue collections, parking fines, permits and other fees due to the City.
5. Budgeted contributions for non-profit agencies will continue to be limited to no more than 15.0% of the annual Community Development Block Grant ("CDBG") entitlement funds.
6. For services that benefit specific users, the City shall establish and collect fees to recover the costs of those services. The City Council shall determine the appropriate cost recovery level when establishing user fees.. Where feasible and desirable, the City shall seek to recover full direct and indirect costs. User fees shall be reviewed on a regular basis to calculate their full cost recovery attainment levels, to compare them to the current fee structure, and to recommend adjustments where necessary.
7. The City shall endeavor to reduce its reliance on property tax revenues by revenue diversification, implementation of user fees, and economic development. The City shall also strive to minimize the property tax burden on Greenville residents.
8. In order to maintain a stable level of services, the City shall use a conservative, objective, and analytical approach when preparing revenue estimates. The process shall include analysis of probable economic changes and resulting impacts on revenues, historical collection rates, and trends in revenues. This approach should reduce the likelihood of actual revenues falling short of budget estimates during the year and should help avoid the need for mid-year service reductions.

---

# Financial Policy Guidelines

City of Greenville, North Carolina  
June 6, 2016

---

## BUDGET DEVELOPMENT (cont.)

9. The City shall take immediate corrective actions if at any time during the fiscal year expenditure and revenue updates are such that an operating deficit (i.e., projected expenditures in excess of projected revenues) is projected at year-end. Corrective actions can include a hiring freeze, expenditure reductions, fee increases, or use of fund balance. Expenditure deferrals into the following fiscal year, short-term loans, or use of one-time revenue sources shall be avoided to balance the budget for recurring expenditures.
10. The tax rate will be set each year based on the cost of providing general governmental services and paying debt service. Consideration will be given to future net revenue requirements for capital improvement project operational expenditure impacts and programmed debt service.
11. Expenditure budgets are reviewed by staff, the City Manager, and City Council prior to adoption and are continually monitored throughout the budget year. Budgeted funds will be spent for the categorical purposes for which they were intended. The annual operating budget ordinance defines staff authorization for operating budget adjustments. No appropriations of the proceeds of a debt instrument will be made except for the purpose for which such debt instrument was issued. Donations will be spent only toward the intent for which they were given.
12. The City will review the financial position of nonprofit corporations or organizations receiving funding to determine the entity's ability to carry out the intended purpose for which funding was granted. For organizations receiving \$20,000 or more in any fiscal year, the City may require the nonprofit to have an audit or review performed for the fiscal year in which the funds are received and to file a copy with the City.
13. Annually, the City will update a five-year period forecast (for both revenues and expenditures). This forecast will assist in taking a long-term view of the financial planning of the General Fund and will assist with the preparation of the City's strategic biennial budget.

---

# Financial Policy Guidelines

City of Greenville, North Carolina  
June 6, 2016

---

## CASH MANAGEMENT AND INVESTMENT

1. The City's cash management approach consolidates cash balances from all funds to maximize investment earnings (pooling of funds). The accounting for the individual fund cash balances will continue to be maintained separately. Investment income will be allocated to the individual funds based on their respective participation and in accordance with generally accepted accounting principles. Where applicable, this policy also incorporates the following Government Accounting Standards Board Statements:
  - I. GASB Statement No. 31 - *Accounting and Financial Reporting for Certain Investments and External Investment Pools*, implemented July 1, 1997. It should be noted that GASB Statement No. 32 amends No. 31 but only as it applies to Section 457 plans.
  - II. GASB Statement No. 40 – *Deposit and Investment Risk Disclosure, effective July 1, 2004.*
2. The City has established an Investment Policy to provide safe and responsible guidelines for the investment of idle funds in the best interest of the public while fully maximizing the rate of return.
  - ◆ Safety of principal is the highest objective of the Investment Policy. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to minimize credit risk and interest rate risk.
  - ◆ The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the maturity of investments to meet the anticipated cash needs. Since all possible cash demands cannot be anticipated, the portfolio will consist largely of securities with active resale markets.
  - ◆ The portfolio shall be designed with the objective of attaining a market rate of return. Return on investment is of secondary importance compared to the above described safety and liquidity objectives. The investments prescribed in this policy are limited to relatively low risk securities; therefore, management anticipates investment portfolio will earn a fair return relative to the risk being assumed.
3. The Investment Committee (IC) consists of the City Manager or designee, Assistant City Manager, Director of Financial Services, and Financial Services Manager. Members of the investment committee will meet three times a year, consistent with the Investment Advisory Committee (IAC) meetings. The IC will meet prior to the IAC meetings to review and discuss agenda topics and performance of the portfolio and make recommendations as appropriate.

---

# Financial Policy Guidelines

City of Greenville, North Carolina  
June 6, 2016

---

## **CASH MANAGEMENT AND INVESTMENT (cont.)**

4. The Investment Advisory Committee consists of three Greenville, NC residents with qualifications related to investing (i.e. bankers, stock brokers, accountants, economists, etc.). These members will be appointed by City Council and will meet three times a year. Members of the Investment Advisory Committee will meet to review the City's current portfolio and to consider any new investment recommendations that the committee has, in order to determine general strategies and monitor results.
5. The Director of Financial Services, or designee, will prepare an investment report quarterly for management. Additionally, quarterly and annual investment reports will be generated and provided to the Investment Advisory Committee.

---

# Financial Policy Guidelines

City of Greenville, North Carolina

June 6, 2016

---

## REVENUE COLLECTIONS

1. The determination of the need for an allowance for doubtful accounts and write-offs will be based on an established method of calculation and computed and adjusted annually.
2. For write-offs of delinquent balances, the policy establishes threshold to permit the timely write-off of all receivable categories. Thresholds vary dependent upon the types and circumstances of the revenue and the related state law.

---

# Financial Policy Guidelines

City of Greenville, North Carolina  
June 6, 2016

---

## IDENTITY THEFT PREVENTION PROGRAM

1. This program has been authorized and approved by the City Council in compliance with Federal Trade Commission (FTC) requirements.
2. This written program is designed to protect consumer identity and prevent the theft of customer identity information.
3. Every three years, status of this program and any incidents of identity theft detected or mitigated will be reported to the City Manager and Assistant City Manager and made available to the City Council.

---

# Financial Policy Guidelines

City of Greenville, North Carolina  
June 6, 2016

---

## OTHER POST EMPLOYMENT BENEFITS

1. The City will use a deliberative process to ensure the sustainability of any OPEB it offers to employees. The City will carefully evaluate and design benefits to ensure benefits are sustainable.
2. The City Manager will provide assumptions included in the proposed budget related to the actuarially determined Annual Required Contribution (ARC) and the period of time necessary to fully fund the OPEB liability in accordance with the Governmental Accounting Standards Board Statement 45 (GASB 45).
3. The City will provide retiree healthcare pay-as-you-go OPEB costs and will contribute pre-funding deposits with annual increases of \$50,000 until it reaches an annual contribution of \$500,000 to the City's OPEB Trust which is managed by the state of North Carolina.
4. The actuarial valuation study will be completed by an independent firm biennially to update the calculation of the City's OPEB liability. Additional funding may be required as a result of the study and shall be recommended to the City Council.

---

# Financial Policy Guidelines

City of Greenville, North Carolina  
June 6, 2016

---

## **COST RECOVERY – GENERAL FUND**

1. The City's cost recovery – general fund, is a statement of the guidelines and goals used to assess fees and charges related to the General Fund for various services. These fees will be used to offset the cost of providing these services. This cost recovery policy shall be adopted, adhered to, and regularly reviewed by City Council as part of the biennial budget process. Proposed fees are developed by staff, and reviewed and approved by ---City Council. The policy gives the Financial Services Director limited authority to add, delete, or modify fees to accommodate changes throughout the year.
2. In general, the following factors are weighted by staff in developing proposed fees:
  - Cost to offer services,
  - Number of participants service is directly provided to,
  - Target audience,
  - Affordability for target audience
  - Fees for similar services offered within compatible cities
3. Services are often characterized by the degree they cover the cost to provide the service, or level of cost recovery. Cost recovery models vary depending upon which costs are considered in the formula.
  - Direct Costs – costs associated with the particular service (staff expense, equipment, supplies) that would not occur if the services were not offered.
  - Indirect Costs – Most commonly such costs include facility and utility costs, permanent salaries, insurance, etc.
4. Overall cost recovery for the Department's General Fund budget should be in the area of 49-50%. This is a full cost recovery, against all expenses which occur in the General Fund budget, including direct program costs and indirect costs such as full-time salaries, facility maintenance and operation, and insurance.
5. Having a formal cost recovery policy will provide a tool to assist staff and community leaders with difficult decisions related to prioritizing how General Fund subsidy should be provided to programs and services.

---

# Financial Policy Guidelines

City of Greenville, North Carolina  
June 6, 2016

---

## **COST RECOVERY – ENTERPRISE FUNDS (OTHER THAN UTILITY ENTERPRISE FUNDS)**

1. The City's cost recovery – enterprise fund, is designed to create a long-term financial stability for the enterprise funds, while ensuring that the charges for services are , reasonable and equitable. Because all financial planning occurs in a dynamic environment, cost recovery policies will require periodic revision. The City will review its cost recovery policies prior to preparation of the biennial budget and revise the policy document as often as necessary to maintain consistency with actual cost recovery practices.

A comprehensive, independent cost recovery review of rates, fees, and charges will be conducted at least every 5 years or more frequently if deemed necessary. As with the cost recovery policy for the general fund, the cost recovery policy for the enterprise fund is adopted, adhered to, and regularly reviewed by City Council as part of the biennial budget.

2. On average cost recovery is too low to recover operating costs, not to speak of providing adequate maintenance of facilities. The mission of the Enterprise Fund is to provide excellent quality services to its customers, while meeting all applicable Federal, State and local laws and regulations. The cost recovery goal for the enterprise fund is to:
  - Fully recover all of the costs to provide these services
  - Rates must be as equitable as possible among customer classifications, and between existing and future customers
  - Financial stability to ensure that rates remain reasonable

## Financial Policy Guidelines

*For:*

### City of Greenville, North Carolina

**Authority:** North Carolina General Statutes and other Public Finance Law

**Supersedes:** Update in ~~November 2008~~ [June 2011](#)

**Review Responsibility:** Financial Services

**Review Scheduled:** Annually or as needed

**Approval Needed:** City Council (Document # 895239)

~~*Adopted: 6/6/2011*~~ *Proposed for Adoption: June 6, 2016*

**Formatted:** Centered, Level 1

---

# Financial Policy Guidelines

City of Greenville, North Carolina

October, 2014 June 6, 2016

---

## TABLE OF CONTENTS

	<b>Page</b>
Objectives	2
Capital Improvement Budget	3-4
Vehicle Replacement Fund	5
Debt Management	6-7
Financial Reserves	8
Budget Development	9-10
Cash Management and Investment	11-12
Revenue Collections	13
Identity Theft Prevention Program	14
Other Post Employment Benefits	15
<u>Cost Recovery – General Fund</u>	<u>16</u>
<u>Cost Recovery – Sanitation Fund</u>	<u>17</u>

**Comment [KB1]:** Page numbers will be adjusted once the document edits are either accepted or rejected. Edits have thrown spacing off.

---

## **Financial Policy Guidelines**

City of Greenville, North Carolina

October, 2014 June 6, 2016

---

### **FINANCIAL POLICY GUIDELINES – OBJECTIVES**

This fiscal policy is a statement of the guidelines and goals that will influence and guide the financial management practices of the City of Greenville, North Carolina. A fiscal policy that is adopted, adhered to, and regularly reviewed is the cornerstone of sound financial management. Effective fiscal policy:

- Contributes significantly to the City's ability to insulate itself from fiscal crisis,
- Enhances short-term and long-term financial credit ability by helping to achieve the highest credit and bond ratings possible,
- Promotes long-term financial stability by establishing clear and consistent guidelines,
- Directs attention to the total financial picture of the City rather than single issue areas,
- Promotes the view of linking long-run financial planning with day to day operations, and
- Provides the City Council, citizens and the City's professional management team a framework for measuring the fiscal impact of government services against established fiscal parameters and guidelines.

There are a few identified policies that are elaborated on and approved by City Council within separate documents (i.e. Cash and Investment Policy and Revenue Collections Policy). To these ends, the following fiscal policy guideline is presented.

---

## **Financial Policy Guidelines**

City of Greenville, North Carolina

October, 2014 June 6, 2016

---

### **CAPITAL IMPROVEMENT BUDGET**

1. The City will prioritize all capital improvements in accordance with an adopted capital improvement program (CIP).
2. The City will develop a five-year plan for capital improvements and review and update the plan at least every two years. The City conducts a needs assessment and projects are ranked according to priority. The estimated costs and potential funding sources for each capital project proposal will be identified before it is submitted for approval within the Capital Improvement Program (CIP) budget. The estimated costs will include consideration for inflation; the inflation rate to be determined annually in the budget process and disclosed in the capital budget. Additional projects can be added to the CIP without ranking, but funding for projects added in this manner are subject to normal operating budget constraints.
3. The City will enact a capital budget at least every two years based on the five-year capital improvement plan. Future capital expenditures necessitated by changes in population, changes in real estate development, or changes in economic base will be calculated and included in capital budget projections.
4. In general, effective maintenance and operations of capital facilities should be given priority over acquisition of new facilities, unless a cost/benefit analysis indicates to the contrary. In addition, state or federal mandates or new service demands may require acquisition of new facilities even when maintenance needs are not fully met. The City shall will have an on-going 10-year facilities improvement plan to respond to maintenance and operational needs timely.
5. The City will coordinate development of the capital improvement budget with development of the operating budget. Future operating costs associated with new capital improvements will be projected and included in operating budget forecasts.
6. The City will seek intergovernmental assistance to finance those capital improvements that are consistent with the capital improvement plan and City priorities, and whose operating and maintenance costs have been included in operating budget forecasts.
7. The City will maintain all its assets at a level adequate to protect the City's capital investment and to minimize future maintenance and replacement costs. The City will maintain accurate information on the condition, lifespan and estimated replacement cost of its major physical assets to assist in long term planning.

### **CAPITAL IMPROVEMENT BUDGET (cont.)**

---

## Financial Policy Guidelines

City of Greenville, North Carolina

~~October, 2014~~ June 6, 2016

---

8. The City will project its equipment replacement and maintenance needs for five years and will update that projection at least every two years. Using this projection, a maintenance and replacement schedule will be developed.
9. The City will identify the estimated costs and potential funding sources for each capital project proposed before it is submitted for approval.
10. The City will attempt to determine the most cost effective and flexible financing method for all new projects.
11. The City will match the financing of major capital assets to the debt schedules that closely assign payments with the expected major asset life span to insure intergenerational equity.
12. The capitalization for fixed assets resulting from purchases shall be \$5,000. Depending on the category, the threshold may apply to individual or groups of fixed assets. Fixed assets will only be capitalized if they have a useful life of at least two years following the date of acquisition. A physical inventory of capitalized fixed assets will be performed, either simultaneously or on a rotating basis, so that all fixed assets are physically accounted for annually.

**Formatted:** Justified, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Tab after: 0.5" + Indent at: 1"

**Formatted:** List Paragraph, Left, No bullets or numbering

**Formatted:** Justified, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.5" + Tab after: 0.5" + Indent at: 1"

**Formatted:** Indent: Left: 1", No bullets or numbering

### VEHICLE REPLACEMENT FUND

1. Biennially, a Public Works team will review all vehicles and place them into categories as described in the vehicle replacement guidelines. The team will consist of the Director of Public Works, Operations Manager, and Fleet Superintendent. This list is reviewed and approved by the City Manager during the budget preparation process. The list is intended to guide the purchase of vehicles/equipment as a part of the City's Vehicle Replacement Program in an efficient and timely manner ensuring the appropriate equipment is purchased.
2. Equipment is evaluated by four criteria: age, mileage, general overall condition, and maintenance cost. Each vehicle is scored on a point system to determine which units are eligible for replacement consideration. Point criteria includes: year of vehicle, mileage, general overall condition and maintenance costs. Any Vehicle that scores a score of 10 or greater will be eligible for replacement.
3. Replacement recommendations will be based on a replacement schedule (vehicles by type) created by the Public Work Department. Any changes to the recommended list must be submitted in writing to the City Manager.
4. City departments will pay quarterly replacement rates to finance the vehicle replacement fund in preparation for future scheduled replacements.

---

## Financial Policy Guidelines

City of Greenville, North Carolina

October, 2014 June 6, 2016

---

5. The quarterly rates are calculated based on the cost plus inflation rate of the vehicles on hand within the respective departments. The costs divided by the expected useful life will determine what is paid on a quarterly basis to the replacement fund to pay for future replacements. Because the City is forward-funding replacement cost for purchases of future vehicles, an inflation factor of 3-5% per year is included in estimates.

Formatted: Space After: 0 pt

- ~~6.~~ The fund balance within the Vehicle Replacement Fund will remain at a minimum level of 88% of the annually funded planned purchases. This threshold is in line with the Local Government's recommendation for smaller budgets. This level of reserve will go to fund any unexpected occurrences during the year (i.e. accidents, etc.)

### DEBT MANAGEMENT

1. The City will confine long-term borrowing to capital improvement or projects that cannot be paid for from current revenues or fund balance except where approved justification is provided.
2. The City will utilize a balanced approach to capital funding utilizing debt financing, draws on capital reserves and/or fund balances in excess of policy targets, and current-year (pay-as-you-go) appropriations.
3. When the City finances capital improvements or other projects by issuing bonds or entering into capital leases, it will repay the debt within a period not to exceed the expected useful life of the project. Target debt ratios will be calculated at least every two years and included in the review of financial trends.
4. Where feasible, the City will explore the usage of special assessment, revenue, or other self-supporting bonds instead of general obligation bonds.
- ~~5.~~ The City will retire tax anticipation debt, if any, annually when taxes are collected only if cash flow is needed.
- ~~6-5.~~ Prior to the issuance of new General Obligation (GO) debt, consideration shall be given to forecasted tax rate requirements, ratio of net GO debt to assessed taxable value, net GO debt per capita, and debt service payments to General Fund operating budget.
- ~~7-6.~~ Direct net debt as a percentage of total assessed value of taxable property should not exceed 2.5%. Direct net debt is defined as any and all debt that is tax-supported.
- ~~8-7.~~ The ratio of direct debt service expenditures as a percent of total governmental fund expenditures will be targeted to remain at or below 10.0% but in any case

5

---

## Financial Policy Guidelines

City of Greenville, North Carolina

~~October, 2014~~ June 6, 2016

---

should not exceed 12.0% with an aggregate direct debt ten-year principal payout ratio target of 60.0% or better.

~~9-8.~~ The City recognizes the importance of underlying and overlapping debt in analyzing financial condition. The City will regularly analyze total indebtedness including underlying and overlapping debt.

9. The City may employ municipal finance professionals to assist in developing a bond issuance strategy, preparing bond documents, and marketing bonds to investors.

10. ~~The City will~~ shall use the Comprehensive Annual Financial Report (the "CAFR") as the disclosure document for meeting its obligation under SEC Rule 15c2-12 to provide certain annual financial information to the secondary debt market via various information repositories. Continuing Disclosure is required by January 31 of each year.

~~10.~~

Formatted: List Paragraph, Left, No bullets or numbering

Formatted: Indent: Left: 0.5", No bullets or numbering

Formatted: Indent: Left: 1", No bullets or numbering

Formatted: Left, None

### DEBT MANAGEMENT (cont.)

11. The City will select a method of sale that is the most appropriate in light of the financial market, transaction-specific conditions, City-related conditions, and in accordance with State law.

12. The City will use fixed rate debt in most cases to finance its capital needs; however, the City may issue variable rate debt up to ~~10-15~~ 20 %-percent of its total debt portfolio, when necessary.

13. Debt structures that result in significant "back loading" of debt should be avoided.

14. The Financial Services Director will maintain good communication with bond rating agencies

- a. The Financial Services Director will provide periodic updates on the City's financial condition.
- b. Required disclosure on every financial report and bond prospectus will be followed.
- c. The City may request ratings prior to the sale of securities from the major rating agencies for municipal bond issues.

Formatted: List Paragraph, Left, No bullets or numbering

15. The City will strive to achieve and maintain the highest credit rating awarded by the municipal bond rating agencies.

16. The City may undertake refinancing of outstanding debt:  
a. When such refinancing allows the City to realize significant debt service savings (net present value savings equal to at least 2.0

---

## Financial Policy Guidelines

City of Greenville, North Carolina

~~October, 2014~~ June 6, 2016

---

- b. When the public policy benefits outweigh the costs associated with the issuance of new debt and any increase in annual debt service; or
- c. When a restrictive covenant is removed to ~~the~~ benefit of the City.

17. The Financial Services Director shall maintain a system of record keeping and reporting to meet the arbitrage rebate compliance requirements for the federal tax code.

### FINANCIAL RESERVES

1. The City will establish and maintain an Insurance Loss Reserve to pay for needs caused by unforeseen emergencies. This reserve will be maintained at no less than \$2.0 million. This limit will be designated as "Committed Fund Balance" at the end of each fiscal year.

2. In preparation of the ~~final~~ last budget ordinance amendment of any given fiscal year, the city will review budgeted insurance loss, deductibles and premium accounts. If insurance losses, deductibles, and premiums are less than budgeted for any fiscal year, these unspent monies will be transferred to the Insurance Loss Reserve Fund for future unexpected claims, when the City is not operating at the minimum desired reserves.

~~3.~~ 3. Unassigned Fund Balances (as defined by GASB Statement 54, ~~will be the portion of fund balance remaining after all other categories have been determined. These other categories are funds that remain available for appropriation by the City Council after all " non-spendable amounts, commitments and restrictions for future expenditures, and required reserves as defined by State statutes, have been calculated. The City will define these remaining amounts as "unassigned fund balances."~~

Formatted: Indent: Left: 0", Hanging: 1", No bullets or numbering

~~4.3.~~ 4.3. The City will strive to maintain an Unassigned General Fund balance at the close of each fiscal year of at least 14.0% of the total current annual operating budget.

Formatted: Indent: Left: 1"

~~5.4.~~ 5.4. The City Council may, from time-to-time, appropriate unassigned fund balances that will reduce unassigned fund balances below the 14.0% threshold for the purposes of a declared fiscal emergency or other such global purpose as to protect the long-term fiscal security of the City of Greenville. In such circumstances, the City Council will adopt a plan to restore the unassigned fund balance to or above the threshold within 36 months from the date of the appropriation. If restoration cannot be accomplished within such time period without severe hardship to the City, then the City Council will establish a different but appropriate time period.

---

## Financial Policy Guidelines

City of Greenville, North Carolina

October, 2014 June 6, 2016

---

- 6-5. The excess unassigned fund balance may be used to fund one-time capital expenditures or other one-time costs, if those monies have not been transferred to the Capital Reserve Fund. In the event that expenditures exceed revenues within the General Fund during the previous fiscal year, transfers to Capital Reserve will be waived for the current fiscal year.

### **BUDGET DEVELOPMENT**

1. The City will develop the Budget in conjunction with a stated program of performance objectives and measures in which to gauge progress toward meeting those objectives.
2. The Financial Services Department will maintain a system for monitoring the City's budget during the fiscal year. This system will provide opportunity for departments and management to monitor and evaluate monthly financial information on expenditures and performance at both the department and fund level. Included will be provisions for amending the budget during the year in order to address unanticipated needs, emergencies, or compliance with State of North Carolina budgetary statutes.
3. The City ~~will~~shall continue to focus on using one-time, non-recurring, or other special revenues for funding special one-time projects.
4. The City will pursue an aggressive policy seeking the collection of delinquent licenses, rescue collections, parking fines, permits and other fees due to the City.
5. Budgeted contributions for non-profit agencies will continue to be limited to no more than 15.0% of the annual Community Development Block Grant ("CDBG") entitlement funds.
6. For services that benefit specific users, the City shall establish and collect fees to recover the costs of those services. The City Council shall determine the appropriate cost recovery level when establishing user fees, ~~in~~. Where feasible and desirable, the City shall seek to recover full direct and indirect costs. User fees shall be reviewed on a regular basis to calculate their full cost recovery attainment levels, to compare them to the current fee structure, and to recommend adjustments where necessary.
7. The City shall endeavor to reduce its reliance on property tax revenues by revenue diversification, implementation of user fees, and economic development. The City shall also strive to minimize the property tax burden on Greenville residents.
8. In order to maintain a stable level of services, the City shall use a conservative, objective, and analytical approach when preparing revenue estimates. The process shall include analysis of probable economic changes and resulting

---

## Financial Policy Guidelines

City of Greenville, North Carolina

October, 2014 June 6, 2016

---

impacts on revenues, historical collection rates, and trends in revenues. This approach should reduce the likelihood of actual revenues falling short of budget estimates during the year and should help avoid the need for mid-year service reductions.

### **BUDGET DEVELOPMENT (cont.)**

9. The City shall take immediate corrective actions if at any time during the fiscal year expenditure and revenue updates are such that an operating deficit (i.e., projected expenditures in excess of projected revenues) is projected at year-end. Corrective actions can include a hiring freeze, expenditure reductions, fee increases, or use of fund balance. Expenditure deferrals into the following fiscal year, short-term loans, or use of one-time revenue sources shall be avoided to balance the budget, for recurring expenditures.
10. The tax rate will be set each year based on the cost of providing general governmental services and paying debt service. Consideration will be given to future net revenue requirements for capital improvement project operational expenditure impacts and programmed debt service.
11. Expenditure budgets are reviewed by staff, the City Manager, and City Council prior to adoption and are continually monitored throughout the budget year. Budgeted funds will be spent for the categorical purposes for which they were intended. The annual operating budget ordinance defines staff authorization for operating budget adjustments. No appropriations of the proceeds of a debt instrument will be made except for the purpose for which such debt instrument was issued. Donations will be spent only toward the intent for which they were given.
12. The City will review the financial position of nonprofit corporations or organizations receiving funding to determine the entity's ability to carry out the intended purpose for which funding was granted. For organizations receiving \$20,000 or more in any fiscal year, the City may require the nonprofit to have an audit or review performed for the fiscal year in which the funds are received and to file a copy with the City.
13. Annually, the City will update a five-year period forecast (for both revenues and expenditures). This forecast will assist in taking a long-term view of the financial planning of the General Fund and will assist with the preparation of the City's strategic biennial budget.
- ~~12. Fund balance originally appropriated with adoption of the General Fund annual operating budget shall not exceed 3% of the prior fiscal year's budgeted expenditures, unless done in compliance with the Financial Reserve Section of this policy.~~

Formatted: List Paragraph, Left, No bullets or numbering

Formatted: List Paragraph, Left, No bullets or numbering

Formatted: Left

---

## Financial Policy Guidelines

City of Greenville, North Carolina

~~October, 2014~~ June 6, 2016

---

### CASH MANAGEMENT AND INVESTMENT

1. The City's cash management approach consolidates cash balances from all funds to maximize investment earnings (pooling of funds). The accounting for the individual fund cash balances will continue to be maintained separately. Investment income will be allocated to the individual funds based on their respective participation and in accordance with generally accepted accounting principles. Where applicable, this policy also incorporates the following Government Accounting Standards Board Statements:
  - I. GASB Statement No. 31 - *Accounting and Financial Reporting for Certain Investments and External Investment Pools*, implemented July 1, 1997. It should be noted that GASB Statement No. 32 amends No. 31 but only as it applies to Section 457 plans.
  - II. GASB Statement No. 40 - *Deposit and Investment Risk Disclosure, effective July 1, 2004.*
2. The City has established an Investment Policy to provide safe and responsible guidelines for the investment of idle funds in the best interest of the public while fully maximizing the rate of return.
  - ◆ Safety of principal is the highest objective of the Investment Policy. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to minimize credit risk and interest rate risk.
  - ◆ The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the maturity of investments to meet the anticipated cash needs. Since all possible cash demands cannot be anticipated, the portfolio will consist largely of securities with active resale markets.
  - ◆ The portfolio shall be designed with the objective of attaining a market rate of return. Return on investment is of secondary importance compared to the above described safety and liquidity objectives. The investments prescribed in this policy are limited to relatively low risk securities; therefore, management anticipates investment portfolio will earn a fair return relative to the risk being assumed.
3. The Investment Committee (IC) consists of the City Manager and or designee, City Manager, Assistant City Manager, Director of Financial Services, and Financial Services Manager. Members of the investment committee will meet three times a year, consistent with the Investment Advisory Committee (IAC) meetings. The IC will meet prior to the IAC meetings to review and discuss agenda topics and performance of the portfolio, meet every other month to determine general strategies and monitor results and make recommendations as appropriate.

Formatted: Not Highlight

Formatted: Not Highlight

Formatted: Not Highlight

---

## Financial Policy Guidelines

City of Greenville, North Carolina

~~October, 2014~~ June 6, 2016

---

### **CASH MANAGEMENT AND INVESTMENT (cont.)**

4. The Investment Advisory Committee consists of three Greenville, NC residents with qualifications related to investing (i.e. bankers, stock brokers, accountants, economists, etc.). These members will be appointed by City Council and will meet three times a year. Members of the Investment Advisory Committee will meet to review the City's current portfolio and to consider any new investment recommendations that the committee has, in order to determine general strategies and monitor results.
5. The Director of Financial Services, or designee, will prepare an investment report quarterly for management. Additionally, monthly for management. ~~Additionally,~~ quarterly and annual investment reports will be generated and provided to the Investment Advisory Committee ~~and City Council.~~

### **REVENUE COLLECTIONS**

1. The determination of the need for an allowance for doubtful accounts and write-offs will be based on an established method of calculation and computed and adjusted annually.
2. For write-offs of delinquent balances, the policy establishes threshold to permit the timely write-off of all receivable categories. Thresholds vary dependent upon the types and circumstances of the revenue and the related state law.

### **IDENTITY THEFT PREVENTION PROGRAM**

1. This program has been authorized and approved by the City Council in compliance with Federal Trade Commission (FTC) requirements ~~effective April 2009.~~
2. This written program is designed to protect consumer identity and prevent the theft of customer identity information. ~~over all City accounts, and prevent theft of customer identity.~~
3. Every three years, An annual status of this program and any incidents of identity theft detected or mitigated will be reported to the City Manager and Assistant City Manager and made available to the City Council.

### **OTHER POST EMPLOYMENT BENEFITS**

1. The City will use a deliberative process to ensure the sustainability of any OPEB it offers to employees. The City will carefully evaluate and design benefits to ensure benefits are sustainable.

---

## Financial Policy Guidelines

City of Greenville, North Carolina

October, 2014June 6, 2016

---

2. -The City Manager will provide assumptions included in the proposed budget related to the actuarially determined Annual Required Contribution (ARC) and the period of time necessary to fully fund the OPEB liability in accordance with the Governmental Accounting Standards Board Statement 45 (GASB 45).
3. The City will provide retiree healthcare pay-as-you-go OPEB costs and will contribute pre-funding deposits with annual increases of \$50,000 until it reaches an annual contribution of \$500,000 to the City's Treasurer's OPEB Trust which is managed by, or other Trusts as approved by the state of North Carolina, and/or City Council.
4. The actuarial valuation study will be completed by an independent firm biennially to update the calculation of the City's OPEB liability. Additional funding may be required as a result of the study and shall be recommended to City Council.

### COST RECOVERY – GENERAL FUND

1. The City's cost recovery – general fund, is a statement of the guidelines and goals used to that assess fees and charges related to the General Fund for various services. These fees will be used to offset the cost of providing these services. in order to offset the cost for the City of Greenville, to provide those services. This A cost recovery policy will shall be that is adopted, adhered to, and regularly reviewed by City Council as part of the biennialannual budget process. Proposed fees are developed by staff, and reviewed and approved by ---Citythe Council, which makes its recommendation and approvals to the policy. The policy gives the Financial Services Director limited authority to add, delete, or modify fees to accommodate changes throughout the year.
2. In general, the following factors are weighted by staff in developing proposed fees:
  - Cost to offer services,
  - Number of participants service is directly provided to,
  - Target audience,
  - Affordability for target audience
  - Fees for similar services offered within compatible cities, and
3. Services are often characterized by the degree they cover the cost to provide the service, or level of cost recovery. Cost recovery models vary depending upon which costs are considered in the formula.
  - Direct Costs – costs associated with the particular service (staff expense, equipment, supplies) that would not occur if the services were not offered.
  - Indirect Costs – Most commonly such costs include facility and utility costs, permanent salaries, insurance, etc.

Formatted: Indent: Left: 0.5", Space After: 0 pt, Add space between paragraphs of the same style, Line spacing: single, No bullets or numbering

Formatted: Indent: Left: 0.5", Space After: 0 pt, Add space between paragraphs of the same style, Line spacing: single, No bullets or numbering

---

## Financial Policy Guidelines

City of Greenville, North Carolina

~~October, 2014~~ June 6, 2016

---

4. Overall cost recovery for the Department's General Fund budget should be in the area of 49-50%. This is a full cost recovery, against all expenses which occur in the General Fund budget, including direct program costs and indirect costs such as full-time salaries, facility maintenance and operation, and insurance., ~~etc.~~

**Formatted:** Numbered + Level: 1 +  
Numbering Style: 1, 2, 3, ... + Start at: 1 +  
Alignment: Left + Aligned at: 0.25" + Indent  
at: 0.5"

5. Having a formal cost recovery policy will provide a tool to assist staff and community leaders with difficult decisions related to prioritizing how General Fund subsidy should be provided to programs and services.

**Formatted:** Numbered + Level: 1 +  
Numbering Style: 1, 2, 3, ... + Start at: 1 +  
Alignment: Left + Aligned at: 0.25" + Indent  
at: 0.5"

3.

**Formatted:** No bullets or numbering

### COST RECOVERY – ENTERPRISE FUNDS (OTHER THAN UTILITY ENTERPRISE FUNDS)

1. The City's cost recovery – enterprise fund, is designed to create a long-term financial stability for the enterprise funds, while ensuring that the charges for services are as fair, reasonable and equitable. ~~as possible.~~ Because all financial planning occurs in a dynamic environment, cost recovery policies will require periodic revision. The City will review its cost recovery policies prior to preparation of the ~~biennial~~ annual budget and revise the policy document as often as necessary to maintain consistency with actual cost recovery practices.

A comprehensive, independent cost recovery review of rates, fees, and charges will be conducted at least every 5 years or more frequently if deemed necessary. ~~Same as~~ with –the cost recovery policy for the general fund, the cost recovery policy for the enterprise fund is adopted, adhered to, and regularly reviewed by City Council as part of the ~~biennial~~ annual budget.

2. On average cost recovery is too low to recover operating costs, not to speak of providing adequate maintenance of facilities. The mission of the Enterprise Fund is to provide excellent quality services to its customers, while meeting all applicable Federal, State and local laws and regulations. The cost recovery goal for the enterprise fund is to:

- Fully recover all of the costs to provide these services
- Rates must be as equitable as possible among customer classifications, and between existing and future customers
- Financial stability to ensure that rates remain reasonable



# City of Greenville, North Carolina

Meeting Date: 6/6/2016  
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 contracts were awarded during the months of March and April.

Date Awarded	Description	Vendor PO#	Amount	MWBE Vendor?	Does Local Preference Apply?
3/1/2016	Replacement Computers & Accessories	Wireless Communications PO# 16000440	\$84,733.54	No	No
3/2/2016	2- Tahoe, 1- Chevrolet Suburban & Accessories *NC Sheriff's Association Cooperative Contract (No Bid)	Sir Walter Chevrolet PO# 16000446	\$124,294.50	No	No
	2016 Ford Transit 350				

3/2/2016	Wagon *NC Sheriff's Association Cooperative (No Bid)	Asheville Ford LLC PO#16000447	\$60,712.84	No	No
3/2/2016	2016 Ford F150 Supercab 4X2 *NC Sheriff's Association Cooperative (No Bid)	Asheville Ford LLC PO# 16000448	\$96,459.80	No	No
3/30/2016	HVAC Replacement - Police/FR	Jeff Hargett Mechanical PO#16000490	\$154,000.00	No	No
3/30/2016	Enterprise License Agreement for SQL Server *State Contract (No Bid)	Dell Marketing LP PO#16000489	\$87,640.80	No	No
4/1/2016	Hostage Vehicle Refurbishing	VT Hackney Inc PO# 16000494	\$74,584.00	No	No
4/1/2016	Replacement computers & accessories	Southern Computer Warehouse PO# 16000496	\$67,096.00	No	No
4/4/2016	Public Works Fuel Island Upgrade	Southern Pump and Tank Company LLC PO# 16000501	\$105,228.60	No	No
	Case 580SN				

4/5/2016	Backhoe *NJPA Cooperative Purchase (No Bid)	Hills Machinery Company  PO# 16000504	\$91,184.33	No	No
4/13/2016	Greenville Uptown Theater - Phase I	IMEC Group  PO#16000521	\$168,200.00	Yes	No
4/19/2016	H. Boyd Lee Park Roof Replacement	DLT Roofing  PO#16000537	\$58,557.00	No	No
4/19/2016	Eppes Recreation Center Roof Replacement	DLT Roofing  PO# 16000539	\$224,965.00	No	No
4/19/2016	Small Government Term Enterprise License Agreement	ESRI Inc  PO# 16000536	\$50,000	No	No
4/28/2016	Public Works Roof Repair & Coating Buildings B-E	Roofwerks, Inc  PO# 16000576	\$79,876.00	No	No
4/28/2016	Core Switch Replacement in City Hall  *State Contract (No Bid)	Integration Partners  PO#16000574	\$123,990.00	No	No

**Fiscal Note:** Funds for these purchases were included in the 2016 General Fund budget.

**Recommendation:** That the award information be reflected in the City Council minutes.

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

Attachments / click to download

 [Bid Tabulations](#)

---



*Find yourself in good company*

**BID TABULATION SHEET**  
**City of Greenville, North Carolina**  
**Financial Services Department**

Description: Panasonic Laptops per Specifications

Informal Bid#15-16-30 Due: February 9, 2016

Contractor	Address	Bid Bond	Base Bid	Delivery Time
Wireless Communications, Inc.	860 West Star Street Greenville, NC 27834	N/A	\$84,733.54	
Insight Public Sector SLED	6820 S. Harl Ave. Tempe, AZ 85283-4318	N/A	\$87,193.24	
CDW-G	230 N. Milwaukee Ave. Vernon Hills, IL 60061	N/A	\$93,543.92	

Christopher Ward, IT Department

2/9/16  
Date

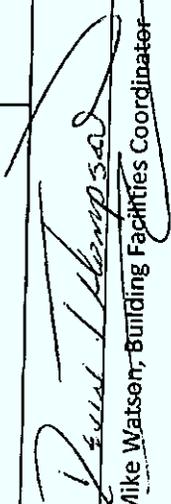
Doc. # 1019320

**\*\*\*SELECTED VENDOR – Wireless Communications, Inc\*\*\***

**BID TABULATION SHEET**  
City of Greenville, North Carolina  
Public Works Department

<b>Project Name:</b>	HVAC Replacement - Police Fire/Rescue Building	<b>Project No.</b>	BFC-0156
<b>Opening Location:</b>	Public Works Administration Building 1500 Beatty St. Greenville, NC	<b>Bid Opening Date:</b>	Wednesday, January 27, 2016 @ 2:00 PM

Contractor Name	Pre-Bid & Site Visit	Acknowledged Addenda	Bid Amount
Schneider Electric	Yes	Yes	\$205,270.00
Jeff Hargett Mechanical	Yes	Yes	\$154,000.00 ✓
Piedmont Service Group	Yes	Yes	\$170,983.00

Certified by:   
Mike Watson, Building Facilities Coordinator

COG 978062 v 76

**BID TABULATION SHEET**  
City of Greenville, North Carolina  
Financial Services Department



Find yourself in good company Description: Hostage Vehicle Refurbishing per Specifications

Formal Bid#15-16-31 Bid Opening: March 29, 2016 at 2:00 PM

Contractor	Address	Bid Bond	Base Bid	Delivery	Comments
Ayden Diesel	PO Box 636 Ayden, NC 28513	N/A	\$34,270.49	2 wks ARO	Engine & Transmission replacement only
V T Hackney	PO Box 880 Washington, NC 27889	N/A	\$74,584.00	150 Days ARO	Does not include Engine & Transmission replacement
Southeastern Specialty Vehicle	1250 Industrial Blvd. West Jefferson, NC 28694	N/A	\$84,460.00	150 Days ARO	No Engine or Transmission Upfit

*Angeleno E. Brinkley*  
\_\_\_\_\_  
Angelene E. Brinkley, Purchasing Manager

*3/29/16*  
\_\_\_\_\_  
Date

\*\*\*SELECTED VENDOR - \*\*\*



**BID TABULATION SHEET**  
City of Greenville, North Carolina  
Financial Services Department

Find yourself in good company

Description: 2015/16 Computer Replacements-Citywide

Informal Bid#: 15-13-36 March 7, 2016

Contractor	Address	Bid Bond	Base Bid	Add Alternates	Total Bid w/Alternates
Southern Computer Warehouse	1395 Marietta Pkwy Bldg 3000 Marietta, GA 30067	N/A	\$67,096.00	N/A	
Insight	6820 S. Harl Ave. Tempe, AZ 85283-4318	N/A	\$68,581.63	N/A	
SDF Professional	813 S. Evans St. Greenville, NC 27834	N/A	\$68,660.33	N/A	
CDW-G	230 North Milwaukee Ave Vernon Hills, IL 60061	N/A	\$77,343.18	N/A	

*Angelene E. Brinkley*  
Angelene E. Brinkley, Purchasing Manager

4/1/16  
Date

\*\*\*SELECTED VENDOR - Southern Computer Warehouse\*\*\*



**BID TABULATION SHEET**  
 City of Greenville, North Carolina  
 Public Works Department

<b>Project Name:</b>	Greenville Uptown Theater - Phase I Construction	<b>Project No.</b>	BFC-0042
<b>Opening Location:</b>	Public Works Administration Building 1500 Beatty St. Greenville, NC	<b>Bid Opening Date:</b>	Thursday, February 4, 2016 @ 2:00 PM

Contractor Name	Site Visit	Ack. Addenda	MWBE Forms	Reference & Contractor Info	Bid Amount
Progressive Contracting Company	✓	✓	✓	✓	\$271,300.00
American Builders Inc	✓	✓	✓	✓	\$185,000.00
IMEC Group LLC	✓	✓	✓	✓	\$168,200.00 ✓

COG 978062 v 78

Certified by: Paul Thompson 1345 -  
 Mike Watson, Building-Facilities Coordinator



**RECREATION AND PARKS**

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

<b>Project Name:</b>	H. Boyd Lee Park Roof Replacement	<b>Project No.</b>	PC-0001
<b>Opening Location:</b>	Jaycee Park Building 2000 Cedar Lane, Greenville, NC	<b>Bid Opening Date:</b>	Tuesday, April 5, 2016 2:00 PM

Contractor Name	Pre-bid & Site visit	MWBE Forms	Ref/Cont Info	Ack. Add.	Bid Amount	Unit Price per Sq. Ft. to replace damaged insulation
Curtis Construction Inc	Yes	Yes	Yes	Yes	\$107,995.00	\$1.25
DLT Roofing Inc	Yes	Yes	Yes	Yes	\$58,557.00	\$1.50
Etheridge Roofing Inc	Yes	Yes	Yes	Yes	\$96,992.00	Did Not Price - Did No Include Revised Bid Sheet
Owens Roofing Inc	Yes	Yes	Yes	Yes	\$109,974.00	\$1.50
Muter Construction	Yes	Yes	Yes	Yes	\$93,695.00	\$5.00
Shaver Roofing	Yes	Yes	Yes	Yes	\$62,500.00	\$1.00

Item # 11  
 Certified by: \_\_\_\_\_

Mike Watson, Parks Coordinator

COG 1025367 V3



**RECREATION AND PARKS**

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

<b>Project Name:</b>	Eppes Recreation Center Roof Replacement	<b>Project No.</b>	PC-0005
<b>Opening Location:</b>	Jaycee Park Building 2000 Cedar Lane, Greenville, NC	<b>Bid Opening Date:</b>	Thursday, April 7, 2016 2:00 PM

Contractor Name	Pre-bid & Site visit	MWBE Forms	Reference & Contractor Info	Acknowledged Addenda	Bid Amount
Curtis Construction	Yes	Yes	Yes	No	\$273,710.00
Owens Roofing Inc	Yes	Yes	Yes	Yes	\$348,361.00
Shaver Roofing	Yes	Yes	Yes	Yes	\$226,000.00
Etheridge Roofing	Yes	Yes	Yes	Yes	\$277,360.00
DLT Roofing	Yes	Yes	Yes	Yes	\$224,965.00
Commercial Roofing Systems	Yes	Yes	Yes	Yes	\$237,765.00
Muter Construction	Yes	Yes	Yes	Yes	\$249,944.00

Item # \_\_\_\_\_  
 Certified by: \_\_\_\_\_

Mike Watson, Parks Coordinator

COG 1025367 V4

Bid No.  
15-14-17A

**BID TABULATION SHEET**  
 City of Greenville, North Carolina  
 Public Works Department

<b>Project Name:</b>	Public Works Roof Repair & Coating Buildings B-E	<b>Project No.</b>	BFC-0154
<b>Opening Location:</b>	Public Works Administration Building 1500 Beatty St. Greenville, NC	<b>Bid Opening Date:</b>	Friday, March 4, 2016 @ 2:00 PM

Contractor Name	MWBE Documents	Bid Amount
Curtis Construction Co	Yes	\$151,987.00
West Roofing Systems, Inc	Yes	\$94,825.00
WaynCo Roofing	Yes	\$109,097.00
Baker Roofing	No	\$130,073.00
Roofwerks	Yes	\$79,876.00
Olympic Enterprises Inc	Yes	\$218,790.00
DLT Roofing Inc	Yes	\$104,575.00

Certified by: \_\_\_\_\_

Mike Watson, Building Facilities Coordinator

**BID TABULATION SHEET**  
 City of Greenville, North Carolina  
 Public Works Department

<b>Project Name:</b>	Public Works Roof Repair & Coating Buildings B-E	<b>Project No.</b>	BFC-0154
<b>Opening Location:</b>	Public Works Administration Building 1500 Beatty St. Greenville, NC	<b>Bid Opening Date:</b>	Friday, March 4, 2016 @ 2:00 PM

Contractor Name	MWBE Documents	Bid Amount
Owens Roofing Inc	Yes	\$104,550.00
Truline Roofing	Yes	\$83,585.10
Curtis & Curtis Inc	Yes	\$172,879.00
Muter Construction	Yes	\$184,000.00

Certified by: \_\_\_\_\_

Mike Watson, Building Facilities Coordinator



# City of Greenville, North Carolina

Meeting Date: 6/6/2016  
Time: 6:00 PM

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

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

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

<b>Payee</b>	<b>Adjustment Refunds</b>	<b>Amount</b>
Blount Fertilizer Co., Inc	Registered Motor Vehicle	\$210.59
Wooten, William E.	Registered Property Tax	120.58

**Fiscal Note:** The total to be refunded is \$331.17.

**Recommendation:** Approval of tax refunds by City Council

---

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

Attachments / [click to download](#)



# City of Greenville, North Carolina

Meeting Date: 6/6/2016  
Time: 6:00 PM

**Title of Item:** Budget Ordinance Amendment #9 to the 2015-2016 City of Greenville budget (Ordinance #15-032) and amendment to the Project Budget Ordinance (Ordinance #15-053)

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

**Explanation:** Attached for consideration at the June 6, 2016 City Council meeting is an ordinance amending the 2015-2016 City of Greenville budget (Ordinance #15-032) and an amendment to the Project budget (Ordinance #15-053). For ease of reference, a footnote has been added to each line item of the budget ordinance amendment, which corresponds to the explanation below:

**A** To reallocate Insurance Loss and Premium balances to the Human Resources Department to pay the remaining claims for the fiscal year (\$70,003).

**B** To transfer grant funds received into the General Fund to the Special Revenue Grant Fund for Animal Cruelty. These funds were carried over from the prior year during the September City Council meeting. These funds will be appropriated in the grant fund for future use (\$11,944).

**C** To appropriate restricted Supplemental PEG funds received to date in order to purchase equipment for the City Council Chambers and GTV Control Room (\$171,880). City Council approved the equipment purchase at the May 9, 2016 City Council meeting.

**D** To record funds the City will receive as a subrecipient of Brownfield revolving loan funds. These funds will be sent to the City from the City of Wilson to pay for the costs of cleanup for the theatre property under the EPA Brownfield Program (\$125,000).

**E** To adjust departmental budgets to projected actual for year-end. Adjustments have been made between departments with a net impact to the

General Fund of zero.

**F** To adjust revenue budgets to projected actual for year-end. This adjustment allows the City to reduce Appropriated Fund Balance (\$1,735,531).

**G** To establish a new fund for the Community Development Housing (CDBG and HOME) Programs to track current activity to agree to the Federal IDIS System. The current fund has been opened and carried over continuously for the past 20+ years. Staff would like to obtain a clean perspective of these funds within the Munis system. Staff is setting up a new fund to include the current year approved plan with any funds that are still available from past plan years. The current year and past years funds have been approved by Council. This action is to establish a "new" fund for reporting purposes.

**H** To establish the Street and Pedestrian Transportation Improvement Bond Fund. The financing for this project will provide street and pedestrian transportation improvements in the City of Greenville, including constructing, reconstructing, widening, extending, resurfacing and improving streets and roads, thoroughfares, and bridges; constructing, reconstructing, relocating and eliminating grade crossings and grade separations, constructing and installing traffic controls, signals, gateway treatments, markers, lighting, street trees and street furniture; improving, relocating and installing utility lines; constructing sidewalks, bike and pedestrian trails, greenways, curbs, gutters, culverts and drains; and acquiring any necessary rights of way or easements. The referendum for these bonds was approved in November 2015 (\$15,850,000).

**I** To appropriate funds for the Site Ready Program. This program was approved by Council in October 2014 as a two-year program to provide low-interest loan funding to land owners and/or developers in order to prepare commercial and industrial sites with the city limits for development. Initially, the City is appropriating the local match from GUC (\$50,000).

**J** Record insurance loss reserve funds for transfer to the General Fund that have accumulated in excess of what City Council has previously approved based on financial policy (\$311,836).

**K** Appropriate Fund Balance to transfer into the Recreation and Parks Capital Projects Fund for the Trillium project for additional construction and equipment at the playground. The Greenville Utilities Commission will share in some of this cost through a contribution of \$45,000 (\$250,000).

**L** Appropriate Installment Financing proceeds for the purchase and upfit of a building for the Police and Fire/Rescue Departments. This building will be used as an office and storage facility to be shared by the two departments. The earnest money is due in the next few weeks (\$1,500,000).

**Fiscal Note:**

The budget ordinance amendment affects the following budgets:

--	--	--	--

<b><u>Fund Name</u></b>	<b><u>Amended Budget</u></b>	<b><u>Proposed Amendment</u></b>	<b><u>Amended Budget 6/6/2016</u></b>
General	\$80,253,457	\$491,883	\$80,745,340
CD Housing	-	3,030,407	3,030,407
Transportation	2,967,218	29,179	2,996,397
Stormwater	5,210,840	479	5,211,319
Special Revenue Grant	3,633,239	186,944	3,820,183
Street and Pedestrian Transportation	-	15,850,000	15,850,000
Insurance Loss Reserve	-	311,836	311,836
Recreation and Parks Capital Project	3,833,500	250,000	4,083,500
Police Capital Project	3,484,000	1,500,000	4,984,000

**Recommendation:** Approve budget ordinance amendment #9 to the 2015-2016 City of Greenville budget (Ordinance #15-032) and amendment to the Project Budget Ordinance (Ordinance #15-053).

---

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

Attachments / click to download

 [Budget Amendment FY 2016 1009148](#)

ORDINANCE NO. 16-  
CITY OF GREENVILLE, NORTH CAROLINA  
Ordinance (#9) amending the 2015-2016 Budget (Ordinance #15-032) and amendment to the Project Budget Ordinance  
(Ordinance #15-053)

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

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

	ORIGINAL 2015-2016 BUDGET		#9 Amended 6/6/16	Total Amendments	Amended 2015-2016 Budget
<b>ESTIMATED REVENUES</b>					
Property Tax	\$ 32,020,369		\$ -	\$ -	\$ 32,020,369
Sales Tax	16,627,515	F	655,147	655,147	17,282,662
Video Prog. & Telecom. Service Tax	904,000	C	14,453	14,453	918,453
Rental Vehicle Gross Receipts	126,929		-	-	126,929
Utilities Franchise Tax	6,052,187	F	861,710	861,710	6,913,897
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		-	144,927	1,163,771
Licenses, Permits and Fees	4,418,874	F	(223,323)	(223,323)	4,195,551
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		-	49,575	342,021
Interest on Investments	553,761	F	(420,271)	(420,271)	133,490
Transfers In GUC	6,500,000	F	862,268	862,268	7,362,268
Other Financing Sources	62,596	A,J	381,839	381,839	444,435
Appropriated Fund Balance	1,591,683	C, F,J, K	(1,639,940)	313,335	1,905,018
<b>TOTAL REVENUES</b>	<b>\$ 78,105,680</b>		<b>\$ 491,883</b>	<b>\$ 2,639,660</b>	<b>\$ 80,745,340</b>
<b>APPROPRIATIONS</b>					
Mayor/City Council	\$ 511,661	A	\$ (18,218)	\$ (18,218)	\$ 493,443
City Manager	1,619,586	A,C	178,997	178,997	1,798,583
City Clerk	259,086	A	(3,700)	(3,700)	255,386
City Attorney	468,242	A	3,300	3,300	471,542
Human Resources	2,527,943	A	791,063	877,746	3,405,689
Information Technology	3,028,347	A	(10,450)	113,550	3,141,897
Fire/Rescue	13,421,532	A	(140,913)	(122,213)	13,299,319
Financial Services	2,479,816	A,E	9,589	14,152	2,493,968
Recreation & Parks	7,600,386	A	(41,015)	626,465	8,226,851
Police	23,353,229	A, B,E	(295,639)	(137,773)	23,215,456
Public Works	8,825,596	A	(252,647)	1,112,179	9,937,775
Community Development	2,657,084	A	(20,086)	402,438	3,059,522
OPEB	450,000		-	-	450,000
Contingency	200,000		-	(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		\$ 200,281	\$ 437,978	\$ 69,607,164
<b>OTHER FINANCING SOURCES</b>					
Transfers to Other Funds	\$ 8,936,494	A,B, K	\$ 291,602	\$ 2,201,682	\$ 11,138,176
	\$ 8,936,494		\$ 291,602	\$ 2,201,682	\$ 11,138,176
<b>TOTAL APPROPRIATIONS</b>	<b>\$ 78,105,680</b>		<b>\$ 491,883</b>	<b>\$ 2,639,660</b>	<b>\$ 80,745,340</b>

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

	ORIGINAL 2015-2016 BUDGET		Amended 6/6/16	Total Amendments	Amended 2015-2016 Budget
<b>ESTIMATED REVENUES</b>					
Annual CDBG Grant Funding	\$ 800,219	G	\$ (800,219)	\$ (800,219)	\$ -
HUD City of Greenville	329,316	G	(329,316)	(329,316)	-
Program Income	-	G	(37,838)	-	-
Transfer from General Fund	313,835	G	(313,835)	(313,835)	-
<b>TOTAL REVENUES</b>	<b>\$ 1,443,370</b>		<b>\$ (1,481,208)</b>	<b>\$ (1,443,370)</b>	<b>\$ -</b>
<b>APPROPRIATIONS</b>					
Housing Fund	\$ 1,443,370	G	\$ (1,481,208)	\$ (1,443,370)	\$ -
Total Expenditures	\$ 1,443,370		\$ (1,481,208)	\$ (1,443,370)	\$ -
<b>TOTAL APPROPRIATIONS</b>	<b>\$ 1,443,370</b>		<b>\$ (1,481,208)</b>	<b>\$ (1,443,370)</b>	<b>\$ -</b>

**Section III:** Estimated Revenues and Appropriations. **CD Housing (Updated) Fund**, of Ordinance 15-032, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	ORIGINAL 2015-2016 BUDGET		Amended 6/6/16	Total Amendments	Amended 2015-2016 Budget
<b>ESTIMATED REVENUES</b>					
Annual CDBG Grant Funding	\$ -	G	\$ 1,807,124	\$ 1,807,124	\$ 1,807,124
HUD City of Greenville	-	G	871,610	871,610	871,610
Program Income	-	G	37,838	75,676	75,676
Transfer from General Fund	-	G	313,835	313,835	313,835
<b>TOTAL REVENUES</b>	<b>\$ -</b>		<b>\$ 3,030,407</b>	<b>\$ 3,068,245</b>	<b>\$ 3,068,245</b>
<b>APPROPRIATIONS</b>					
Housing fund	\$ -	G	\$ 3,030,407	\$ 3,068,245	\$ 3,068,245
Total Expenditures	\$ -		\$ 3,030,407	\$ 3,068,245	\$ 3,068,245
<b>TOTAL APPROPRIATIONS</b>	<b>\$ -</b>		<b>\$ 3,030,407</b>	<b>\$ 3,068,245</b>	<b>\$ 3,068,245</b>

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

	ORIGINAL 2015-2016 BUDGET		Amended 6/6/16	Total Amendments	Amended 2015-2016 Budget
<b>ESTIMATED REVENUES</b>					
Operating Grant 2015-2016	\$ 1,280,972		\$ -	\$ -	\$ 1,280,972
Capital Grant 2015-2016	758,038		-	(418,734)	339,304
Planning Grant 2015-2016	32,103		-	-	32,103
State Maintenance Assistant Program	285,000		-	-	285,000
Hammock Source	955		-	-	955
Other Revenue	1,912		-	-	1,912
Pitt Community College Bus Fare	9,553		-	-	9,553
Bus Fares	250,292		-	-	250,292
Bus Ticket Sales	109,224		-	-	109,224
Pitt County Bus Service	4,776		-	-	4,776
Transfer from General Fund	683,784	A	\$ 29,179	(84,504)	599,280
Appropriated Fund Balance	83,026		-	-	83,026
<b>TOTAL REVENUES</b>	<b>\$ 3,499,635</b>		<b>\$ 29,179</b>	<b>\$ (503,238)</b>	<b>\$ 2,996,397</b>
<b>APPROPRIATIONS</b>					
Transportation Fund	\$ 3,499,635	A	\$ 29,179	\$ (503,238)	\$ 2,996,397
Total Expenditures	\$ 3,499,635		\$ 29,179	\$ (503,238)	\$ 2,996,397
<b>TOTAL APPROPRIATIONS</b>	<b>\$ 3,499,635</b>		<b>\$ 29,179</b>	<b>\$ (503,238)</b>	<b>\$ 2,996,397</b>

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

	ORIGINAL 2015-2016 BUDGET		Amended 6/6/16	Total Amendments	Amended 2015-2016 Budget
<b>ESTIMATED REVENUES</b>					
Stormwater Utility Fee	\$ 4,903,758		\$ -	\$ -	\$ 4,903,758
Other Revenue	2,000		-	-	2,000

Transfer from General Fund	-	<b>A</b>	479	479	479
Appropriated Fund Balance	-		-	305,082	305,082

**TOTAL REVENUES \$ 4,905,758 \$ 479 \$ 305,561 \$ 5,211,319**

**APPROPRIATIONS**

Stormwater Fund	\$ 4,905,758	<b>A</b>	\$ 479	\$ 305,561	\$ 5,211,319
Total Expenditures	\$ 4,905,758		\$ 479	\$ 305,561	\$ 5,211,319

**TOTAL APPROPRIATIONS \$ 4,905,758 \$ 479 \$ 305,561 \$ 5,211,319**

**Section VI:** Estimated Revenues and Appropriations. **Special Revenue Grant Fund**, of Ordinance 11-003, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	<b>ADJUSTED BUDGET</b>		<b>Amended 6/6/16</b>	<b>Total Amendments</b>	<b>Amended 2015-2016 Budget</b>
<b>ESTIMATED REVENUES</b>					
Special Fed/State/Loc Grant	\$ 2,171,408	<b>D,I</b>	\$ 175,000	\$ 1,247,545	\$ 3,418,953
Transfer from General Fund	79,286	<b>B</b>	11,944	241,944	321,230
Transfer from Pre-1994 Entitlement	80,000		-	-	80,000

**TOTAL REVENUES \$ 2,330,694 \$ 186,944 \$ 1,489,489 \$ 3,820,183**

**APPROPRIATIONS**

Personnel	\$ 114,387		-	\$ 730,000	\$ 844,387
Operating	1,399,405	<b>B,D,I</b>	\$ 186,944	337,554	1,736,959
Capital Outlay	816,902		-	421,935	1,238,837
Total Expenditures	\$ 2,330,694		\$ 186,944	\$ 1,489,489	\$ 3,820,183

**TOTAL APPROPRIATIONS \$ 2,330,694 \$ 186,944 \$ 1,489,489 \$ 3,820,183**

**Section VII:** Estimated Revenues and Appropriations. **Street and Pedestrian Transportation Capital Projects Bond Fund**, of Ordinance #15-053, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	<b>ADJUSTED BUDGET</b>		<b>Amended 6/6/16</b>	<b>Total Amendments</b>	<b>Amended 2015-2016 Budget</b>
<b>ESTIMATED REVENUES</b>					
Bond Proceeds	\$ -	H	\$ 15,850,000	\$ 15,850,000	\$ 31,700,000
<b>TOTAL REVENUES</b>	<b>\$ -</b>		<b>\$ 15,850,000</b>	<b>\$ 15,850,000</b>	<b>\$ 31,700,000</b>
<b>APPROPRIATIONS</b>					
Street Resurfacing	\$ -	H	\$ 10,000,000	\$ 10,000,000	\$ 20,000,000
West 5th Street Streetscape	-	H	1,950,000	1,950,000	3,900,000
Sidewalks	-	H	1,400,000	1,400,000	2,800,000
Eastside Greenway	-	H	750,000	750,000	1,500,000
10th Street Connector	-	H	1,750,000	1,750,000	3,500,000
Total Expenditures	\$ -		\$ 15,850,000	\$ 15,850,000	\$ 31,700,000
<b>TOTAL APPROPRIATIONS</b>	<b>\$ -</b>		<b>\$ 15,850,000</b>	<b>\$ 15,850,000</b>	<b>\$ 31,700,000</b>

**Section VIII:** Estimated Revenues and Appropriations. **Insurance Loss Reserve Fund**, of Ordinance 94-140, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	<b>Original BUDGET</b>		<b>Amended 6/6/2016</b>	<b>Total Amendments</b>	<b>Amended 2015-2016 Budget</b>
<b>ESTIMATED REVENUES</b>					
Appropriated Fund Balance	\$ -	J	\$ 311,836	\$ 311,836	\$ 311,836
Insurance Reimbursement	-		-	-	-
Transfer from Other Funds	-		-	-	-
<b>TOTAL REVENUES</b>	<b>\$ -</b>		<b>\$ 311,836</b>	<b>\$ 311,836</b>	<b>\$ 311,836</b>
<b>APPROPRIATIONS</b>					
Insurance Loss Reserve	\$ -	J	\$ 311,836	\$ 311,836	\$ 311,836
Total Expenditures	\$ -		\$ 311,836	\$ 311,836	\$ 311,836
<b>TOTAL APPROPRIATIONS</b>	<b>\$ -</b>		<b>\$ 311,836</b>	<b>\$ 311,836</b>	<b>\$ 311,836</b>

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

	<b>ADJUSTED BUDGET</b>		<b>Amended 6/6/16</b>	<b>Total Amendments</b>	<b>Amended 2015-2016 Budget</b>
<b>ESTIMATED REVENUES</b>					
South Greenville Gymnasium Renovations and Additions	\$ 200,000		\$ -	\$ 2,883,500	\$ 3,083,500
Trillium Park Equipment Project	-	K	250,000	1,000,000	1,000,000
<b>TOTAL REVENUES</b>	<b>\$ 200,000</b>		<b>\$ 250,000</b>	<b>\$ 3,883,500</b>	<b>\$ 4,083,500</b>
<b>APPROPRIATIONS</b>					
Recreation and Parks Capital Projects Fund	\$ 200,000	K	250,000	3,883,500	4,083,500
Total Expenditures	\$ 200,000		\$ 250,000	\$ 3,883,500	\$ 4,083,500
<b>TOTAL APPROPRIATIONS</b>	<b>\$ 200,000</b>		<b>\$ 250,000</b>	<b>\$ 3,883,500</b>	<b>\$ 4,083,500</b>

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

	<b>ADJUSTED BUDGET</b>		<b>Amended 6/6/16</b>	<b>Total Amendments</b>	<b>Amended 2015-2016 Budget</b>
<b>ESTIMATED REVENUES</b>					
Public Safety Project	\$ 3,484,000		\$ -	\$ -	\$ 3,484,000
F/R & Police Storage Project	-	L	1,500,000	1,500,000	1,500,000
<b>TOTAL REVENUES</b>	<b>\$ 3,484,000</b>		<b>\$ 1,500,000</b>	<b>\$ 1,500,000</b>	<b>\$ 4,984,000</b>
<b>APPROPRIATIONS</b>					
Police Capital Projects Fund	\$ 3,484,000	L	1,500,000	1,500,000	4,984,000
Total Expenditures	\$ 3,484,000		\$ 1,500,000	\$ 1,500,000	\$ 4,984,000
<b>TOTAL APPROPRIATIONS</b>	<b>\$ 3,484,000</b>		<b>\$ 1,500,000</b>	<b>\$ 1,500,000</b>	<b>\$ 4,984,000</b>

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

Adopted this 6th day of June, 2016.

---

Allen M. Thomas

ATTEST:

---

Carol L. Barwick, City Clerk



# City of Greenville, North Carolina

Meeting Date: 6/6/2016  
Time: 6:00 PM

- Title of Item:** Public hearing on proposed fiscal year 2016-17 budgets including public hearing to be held concurrently on proposed stormwater management utility rate increase
- a) City of Greenville including Sheppard Memorial Library and Pitt-Greenville Convention & Visitors Authority
  - b) Greenville Utilities Commission

**Explanation:** **Abstract:** The City Council is required by Section 159-12 of the North Carolina General Statutes to hold a public hearing before adopting the budget ordinances. The City of Greenville's budget ordinance also includes Sheppard Memorial Library and Pitt-Greenville Convention & Visitors Authority budgets.

**Explanation:** Attached are the 2016-17 proposed City of Greenville and Greenville Utilities Commission budget ordinances. The City Council is required by Section 159-12 of the North Carolina General Statutes to hold a public hearing before adopting the budget ordinances. The City of Greenville's budget ordinance also includes Sheppard Memorial Library and Pitt-Greenville Convention & Visitors Authority budgets. Also attached is an abbreviated version of items to be implemented into the Manual of Fees and includes fee changes for Inspections, Sanitation, and Stormwater for your consideration.

It should be noted that the required public hearing on the proposed stormwater management utility rate increase will be held concurrently with the public hearing on the proposed fiscal year 2016-17 budgets as authorized by North Carolina General Statute 160A-314.

The attached ordinances are submitted for consideration at the City Council's June 16, 2016 meeting.

**Fiscal Note:** The fiscal year 2016-17 budget ordinances provide revenues and appropriations for the following funds:

General	\$	80,780,885
Debt Service		5,433,438
Public Transportation		2,530,012
Fleet Maintenance		4,240,378
Sanitation		7,647,951
Stormwater		5,850,219
Housing		1,416,027
Health Insurance		12,785,572
Vehicle Replacement		5,066,743
Facility Improvement		1,590,000
Capital Reserve		2,083,419
Sheppard Memorial Library		2,528,942
Convention & Visitors Authority		1,215,824
Greenville Utilities Commission		257,499,629

**Recommendation:** Receive staff presentations and conduct a public hearing on the proposed budget ordinances for fiscal year 2016-17, including the concurrent public hearing on the stormwater management utility rate increase.

---

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

Attachments / click to download

- [📄 Ordinances](#)
- [📄 Manual of Fees updates](#)

ORDINANCE NO. 16-

CITY OF GREENVILLE, NORTH CAROLINA  
2016-2017 BUDGET ORDINANCE

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

Section I: Estimated Revenue It is estimated that the following revenues will be available for the City of Greenville during the fiscal year beginning July 1, 2016 and ending June 30, 2017:

GENERAL FUND

Unrestricted Intergovernmental Revenues:

Ad Valorem Taxes:

Current Year Taxes - Operations	\$ 32,465,619	
Prior Year's Taxes and Penalties	<u>(157,041)</u>	
Subtotal		\$ 32,308,578

Sales Tax	\$ 17,681,023	
Video Programming & Telecommunication Services Tax	914,621	
Rental Vehicle Gross Receipts	130,763	
Utilities Franchise Tax	7,158,899	
Motor Vehicle Tax	989,174	
Other Unrestricted Intergovernmental Revenues	<u>874,012</u>	
Subtotal		\$ 27,748,492

Restricted Intergovernmental Revenues:

Restricted Intergovernmental Revenues	\$ 929,310	
Powell Bill - State allocation payment	<u>2,220,065</u>	
Subtotal		\$ 3,149,375

Licenses, Permits, & Fees:

Other Licenses, Permits & Fees	\$ 4,277,874	
Subtotal		\$ 4,277,874

Sales and Services:

Rescue Service Transport	\$ 3,096,519	
Parking Violation Penalties, Leases, and Meters	378,386	
Other Sales and Services	<u>343,328</u>	
Subtotal		\$ 3,818,233

Other Revenues:

Other Revenue Sources	\$ 1,712,727	
Subtotal		\$ 1,712,727

Investment Earnings:

Interest on Investments	\$ 400,000	
Subtotal		\$ 400,000

Other Financing Sources:

Transfer from Greenville Utilities Commission	\$ 6,498,420	
Appropriated Fund Balance	867,186	
Other Transfers	<u>-</u>	
Subtotal		\$ 7,365,606

TOTAL GENERAL FUND REVENUES		<u>\$ 80,780,885</u>
-----------------------------	--	----------------------

DEBT SERVICE FUND

Powell Bill Fund	\$	68,677	
Occupancy Tax		696,436	
Transfer from General Fund		<u>4,668,325</u>	
<b>TOTAL DEBT SERVICE FUND</b>			<b><u>\$ 5,433,438</u></b>

PUBLIC TRANSPORTATION FUND

Operating Grant 2016-17	\$	1,261,929	
Planning Grant 2016-2017		37,800	
State Maintenance Assistant Program		285,000	
Hammock Source		974	
Convergys		979	
Pitt Community College Bus Fare		9,744	
Bus Fares		255,297	
Bus Ticket Sales		108,149	
Pitt County Bus Service		4,871	
Transfer from General Fund		<u>565,269</u>	
<b>TOTAL TRANSPORTATION FUND</b>			<b><u>\$ 2,530,012</u></b>

FLEET MAINTENANCE FUND

Fuel Markup	\$	1,169,099	
Labor Fees		1,142,540	
Parts Markup		1,434,129	
Commercial Labor Markup		484,925	
Other Revenue Sources		<u>9,685</u>	
<b>TOTAL FLEET MAINTENANCE FUND</b>			<b><u>\$ 4,240,378</u></b>

SANITATION FUND

Refuse Fees	\$	7,481,586	
Extra Pickup		5,400	
Recycling Revenue		10,245	
Cart and Dumpster		93,020	
Solid Waste Tax		<u>57,700</u>	
<b>TOTAL SANITATION FUND</b>			<b><u>\$ 7,647,951</u></b>

STORMWATER MANAGEMENT UTILITY FUND

Utility Fee	\$	5,374,886	
Appropriated Fund Balance		<u>475,333</u>	
<b>TOTAL STORMWATER MANAGEMENT UTILITY FUND</b>			<b><u>\$ 5,850,219</u></b>

COMMUNITY DEVELOPMENT HOUSING FUND

Annual CDBG Grant Funding	\$	796,296	
HUD City of Greenville		327,047	
Transfer from General Fund		<u>292,684</u>	
<b>TOTAL COMMUNITY DEVELOPMENT HOUSING FUND</b>			<b><u>\$ 1,416,027</u></b>

HEALTH FUND

Employer Contributions - City of Greenville	\$	8,837,053	
Employee Contributions - City of Greenville		1,245,311	
Retiree Contributions - City of Greenville		1,311,058	
Other Health Sources		1,219,274	
Appropriated Fund Balance		<u>172,876</u>	
<b>TOTAL HEALTH FUND</b>			<b><u>\$ 12,785,572</u></b>

CAPITAL RESERVE FUND

Transfer from General Fund	\$	460,000	
Appropriated Fund Balance		<u>1,623,419</u>	
<b>TOTAL CAPITAL RESERVE FUND</b>			<b><u>\$ 2,083,419</u></b>

FACILITY IMPROVEMENT FUND

Transfer from General Fund	\$	<u>1,590,000</u>	
<b>TOTAL FACILITY IMPROVEMENT FUND</b>			<b><u>\$ 1,590,000</u></b>

VEHICLE REPLACEMENT FUND

Sale of Property	\$	223,000	
Transfer from Sanitation Fund		250,000	
Transfer from Other Funds		3,176,826	
Other Revenues		50,000	
Appropriated Fund Balance		<u>1,366,917</u>	
<b>TOTAL VEHICLE REPLACEMENT FUND</b>			<b><u>\$ 5,066,743</u></b>
<b>TOTAL ESTIMATED CITY OF GREENVILLE REVENUES</b>			<b><u>\$ 129,424,644</u></b>

SHEPPARD MEMORIAL LIBRARY FUND

City of Greenville	\$	1,197,058	
Pitt County		581,096	
Pitt County-Bethel/Winterville		12,000	
Town of Bethel		30,315	
Town of Winterville		165,300	
State Aid		191,774	
Desk/Copier Receipts		128,775	
Interest		1,000	
Capital - County Funded		100,000	
Other Revenues		82,500	
Greenville Housing Authority		10,692	
Appropriated Fund Balance		<u>28,432</u>	
<b>TOTAL SHEPPARD MEMORIAL LIBRARY FUND</b>			<b><u>\$ 2,528,942</u></b>

PITT-GREENVILLE CONVENTION AND VISITORS AUTHORITY FUND

Occupancy Tax (2%)	\$	947,100
Miscellaneous Revenue		27,560
Appropriated Fund Balance		<u>241,164</u>

TOTAL PITT-GREENVILLE CONVENTION AND VISITORS AUTHORITY FUND \$ 1,215,824

Section II: Appropriations. The following amounts are hereby appropriated for the operation of the City of Greenville and its activities for the fiscal year beginning July 1, 2016 and ending June 30, 2017:

GENERAL FUND

Mayor & City Council	\$	371,721
City Manager		2,272,474
City Clerk		246,821
City Attorney		458,883
Human Resources		2,803,440
Information Technology		2,981,407
Fire/Rescue		13,664,964
Financial Services		2,500,155
Contingency		150,000
Other Post Employment Benefits		500,000
Police		23,127,368
Recreation & Parks		7,608,895
Public Works		9,515,079
Community Development		2,584,931
Capital Improvement		3,585,593
Transfers to Other Funds		9,842,013
Indirect Cost Reimbursement		(1,432,859)
TOTAL GENERAL FUND	\$	<u>80,780,885</u>

DEBT SERVICE FUND

Debt Service	\$	5,433,438
--------------	----	-----------

PUBLIC TRANSPORTATION FUND

Public Transportation	\$	2,530,012
-----------------------	----	-----------

FLEET MAINTENANCE FUND

Fleet Maintenance	\$	4,240,378
-------------------	----	-----------

SANITATION FUND

Sanitation Service	\$	7,647,951
--------------------	----	-----------

<b>STORMWATER MANAGEMENT UTILITY FUND</b>	
Stormwater Management Utility Fund	\$ 5,850,219
<b>COMMUNITY DEVELOPMENT HOUSING FUND</b>	
Community Development Housing/CDBG	\$ 1,416,027
<b>HEALTH FUND</b>	
Health Fund	\$ 12,785,572
<b>CAPITAL RESERVE FUND</b>	
Capital Reserve Fund	\$ 2,083,419
<b>FACILITY IMPROVEMENT FUND</b>	
Facility Improvement Fund	\$ 1,590,000
<b>VEHICLE REPLACEMENT FUND</b>	
Vehicle Replacement Fund	\$ 5,066,743
<b>TOTAL CITY OF GREENVILLE APPROPRIATIONS</b>	<b><u>\$ 129,424,644</u></b>
<b>SHEPPARD MEMORIAL LIBRARY FUND</b>	
Sheppard Memorial Library	<b><u>\$ 2,528,942</u></b>
<b>PITT-GREENVILLE CONVENTION AND VISITORS AUTHORITY</b>	
Pitt-Greenville Convention and Visitors Authority	<b><u>\$ 1,215,824</u></b>

Section III: Encumbrances. Appropriations herein authorized and made shall have the amount of outstanding purchase orders as of June 30, 2016, added to each appropriation as it appears in order to account for the expenditures in the fiscal year in which it was paid.

Section IV: Revenue Neutral Tax Rate. A general reappraisal of real property was conducted and is effective January 1, 2016. In accordance with General Statutes 159-11, the revenue-neutral property tax rate was calculated to be 51.3 cents per one hundred dollars (\$100) valuation.

Section V: Taxes Levied. There is hereby levied a tax rate of 51.3 cents per one hundred dollars (\$100) valuation of taxable properties, as listed for taxes as of January 1, 2016, for the purpose of raising the revenue from current year's property tax, as set forth in the foregoing estimates of revenue, and in order to finance the foregoing appropriations.

Section VI: Salaries.

(a) Salaries of Elected Officials. The annual salaries of the Mayor, Mayor Pro-Tem, and other members of the City Council shall be as follows:

Mayor	\$ 13,900
Mayor Pro-Tem	\$ 9,600
Council Members	\$ 8,700

(b) Salary Cap of Greenville Utilities Commission Members. Pursuant to Section 4 of the Charter of the Greenville Utilities Commission of the City of Greenville, the monthly salaries of members of the Greenville Utilities Commission shall not exceed the following caps:

Chair	\$ 350
Member	\$ 200

Section VII: Amendments.

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

(b) Notwithstanding Subsection (a) above, the City Manager is authorized to transfer funds from one appropriation to another within the same fund in an amount not to exceed \$10,000. Any such transfers shall be reported to the City Council at its regular meeting and shall be entered in the minutes.

(c) In case of emergency which threatens the lives, health, or safety of the public, the City Manager may authorize expenditures in an amount necessary to meet the emergency so long as such amount does not exceed the amount in contingency accounts and the expenditure is reported to the City Council as soon as possible, and the appropriate budget amendments are submitted at the next regular meeting.

Section VIII: The Manual of Fees, dated July 1, 2016, is adopted herein by reference.

Section IX: Community Development. The City Council does hereby authorize grant project funds for the operation of FY 2016-2017 CDBG Entitlement and Community Development Home Consortium programs under the Community Development Block Grant Program and Home Consortium Program for the primary purpose of housing rehabilitation and other stated expenditures.

Section X: Greenville Utilities Commission. The City Council adopts a separate ordinance for the budget of the Greenville Utilities Commission.

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

ADOPTED this the 16th day of June, 2016.

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

ATTEST:

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

ORDINANCE NO. \_\_\_\_\_  
CITY OF GREENVILLE, NORTH CAROLINA  
2016-17 GREENVILLE UTILITIES COMMISSION BUDGET ORDINANCE

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

Section I. Estimated Net Revenues and Fund Balances. It is estimated that the following non-tax revenues and fund balances will be available during the fiscal year beginning July 1, 2016 and ending June 30, 2017 to meet the subsequent expenditures, according to the following schedules:

<u>Revenues</u>		<u>Budget</u>
<b>A. <u>Electric Fund</u></b>		
Rates & Charges	\$173,925,971	
Fees & Charges	1,475,124	
Miscellaneous	2,111,369	
Interest on Investments	165,000	
Bond Proceeds	<u>806,619</u>	
Total Electric Fund Revenue		\$178,484,083
<b>B. <u>Water Fund</u></b>		
Rates & Charges	\$18,715,321	
Fees & Charges	351,607	
Miscellaneous	240,370	
Interest on Investments	45,000	
Bond Proceeds	<u>79,633</u>	
Total Water Fund Revenue		\$19,431,931
<b>C. <u>Sewer Fund</u></b>		
Rates & Charges	\$21,728,078	
Fees & Charges	341,518	
Miscellaneous	129,041	
Interest on Investments	32,000	
Bond Proceeds	167,880	
Transfer from Cap Projects	<u>800,000</u>	
Total Sewer Fund Revenue		\$23,198,517
<b>D. <u>Gas Fund</u></b>		
Rates & Charges	\$35,653,000	
Fees & Charges	142,153	
Miscellaneous	145,350	
Interest on Investments	80,000	
Bond Proceeds	<u>364,595</u>	
Total Gas Fund Revenue		<u>\$36,385,098</u>
Total Revenues		<u><u>\$257,499,629</u></u>

Section II. Expenditures. The following amounts are hereby estimated for the Greenville Utilities Commission to be expended for managing, operating, improving, maintaining, and extending electric, water, sewer and gas utilities during the fiscal year beginning July 1, 2016 and ending on June 30, 2017, according to the following schedules:

<u>Expenditures</u>		<u>Budget</u>
Electric Fund	\$178,484,083	
Water Fund	19,431,931	
Sewer Fund	23,198,517	
Gas Fund	<u>36,385,098</u>	
Total Expenditures		<u><u>\$257,499,629</u></u>

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

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

(c) In case of emergency which threatens the lives, health, or safety of the public, the General Manager/CEO may authorize expenditures in an amount necessary to meet the emergency so long as such amount does not exceed the amount in contingency accounts and the expenditure is reported to the Greenville Utilities Commission as soon as possible, and appropriate budget amendments are submitted to the City Council, if necessary, at its next regular meeting.

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

Adopted this the \_\_\_\_\_ day of June, 2016.

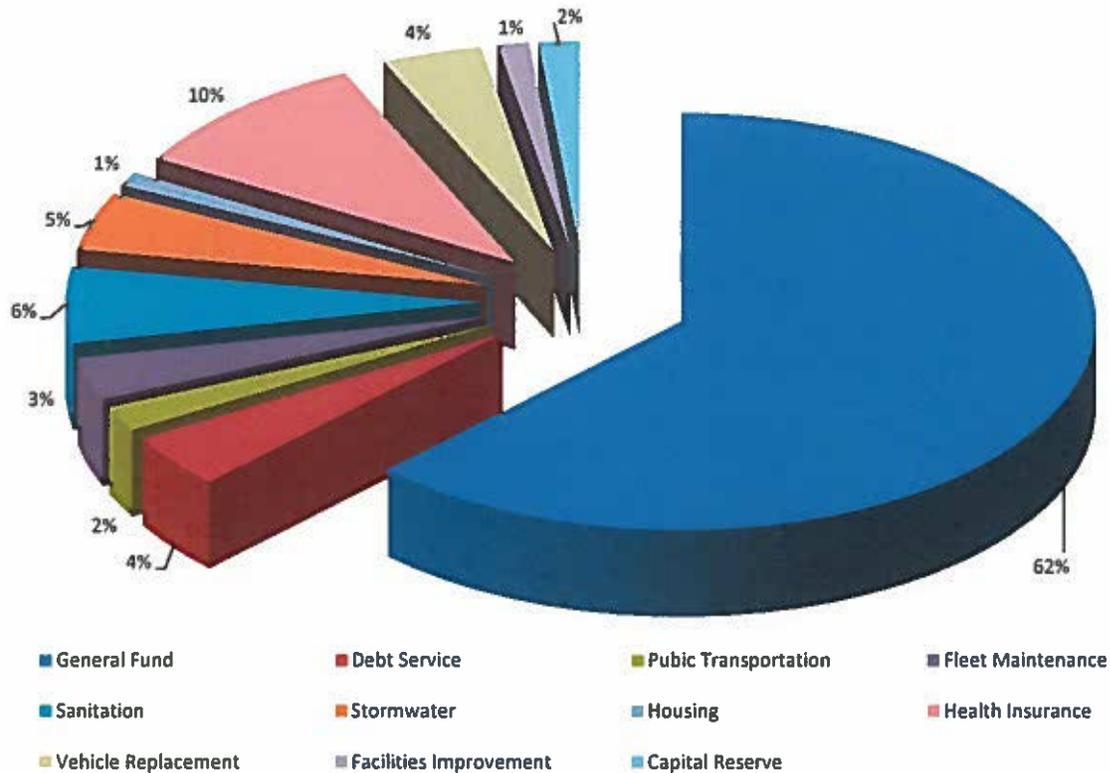
\_\_\_\_\_  
Allen M. Thomas, Mayor

Attest:

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

**CITY OF GREENVILLE  
BUDGET COMPARISON OF CITY MANAGED FUNDS**

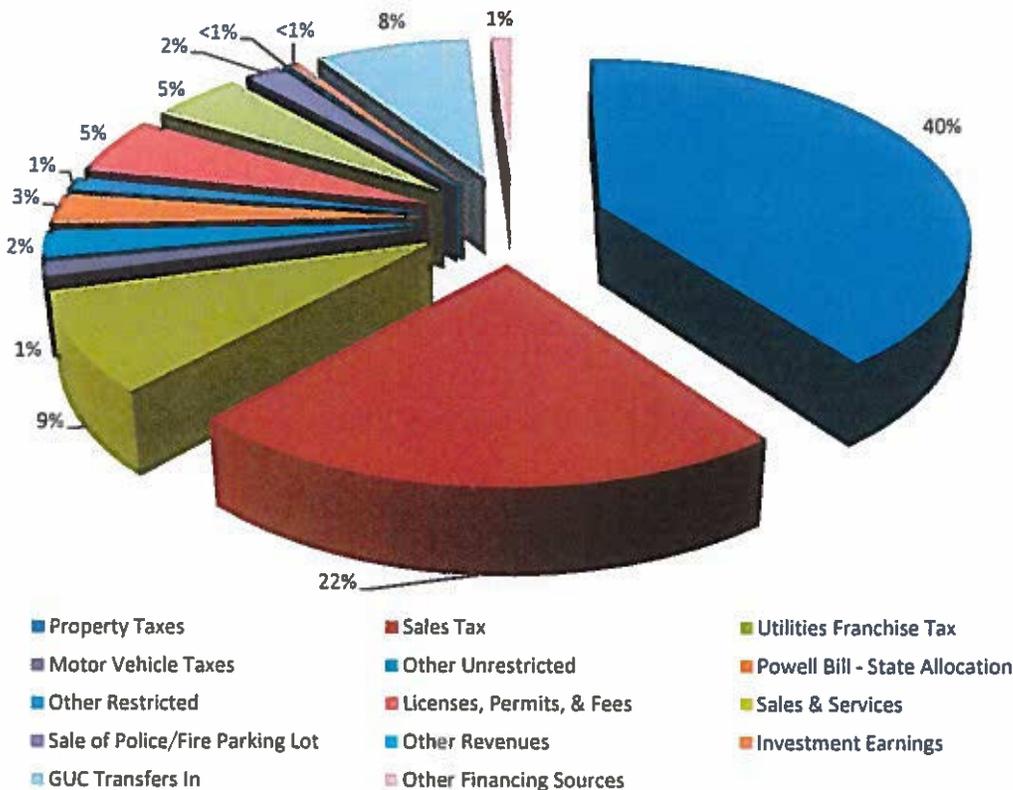
Fund	2014 Actual	2015 Actual	2016 Original Budget	2017 Proposed Budget	% Chg	2018 Financial Plan	% Chg
General Fund	\$ 74,311,463	\$ 77,407,669	\$ 78,105,680	\$ 80,780,885	3.4%	\$ 80,913,134	0.2%
Debt Service	3,735,764	4,749,894	4,882,683	5,433,438	11.3%	5,448,934	0.3%
Pubic Transportation	1,970,561	4,157,308	3,499,635	2,530,012	-27.7%	2,773,992	9.6%
Fleet Maintenance	3,935,987	3,575,629	4,457,387	4,240,378	-4.9%	4,337,071	2.3%
Sanitation	7,573,629	7,571,736	7,801,578	7,647,951	-2.0%	7,619,286	-0.4%
Stormwater	3,671,256	4,522,239	4,905,758	5,850,219	19.3%	5,928,998	1.3%
Housing	6,456,867	1,690,458	1,443,370	1,416,027	-1.9%	1,431,149	1.1%
Health Insurance	12,970,743	12,336,663	14,037,440	12,785,572	-8.9%	13,135,690	2.7%
Vehicle Replacement	3,883,203	2,854,810	3,839,362	5,066,743	32.0%	4,934,770	-2.6%
Facilities Improvement	-	1,545,434	2,317,630	1,590,000	-31.4%	1,642,000	3.3%
Capital Reserve	415,488	43,370	50,000	2,083,419	>100%	-	<100%
<b>Total</b>	<b>\$ 118,924,962</b>	<b>\$ 120,455,210</b>	<b>\$ 125,340,523</b>	<b>\$ 129,424,644</b>	<b>3.3%</b>	<b>\$ 128,165,024</b>	<b>-1.0%</b>



**CITY OF GREENVILLE  
GENERAL FUND REVENUES**

	2014 Actual	2015 Actual	2016 Original Budget	2017 Proposed Budget	2018 Financial Plan
Property Taxes	\$ 30,898,892	\$ 31,860,174	\$ 32,020,369	\$ 32,308,578	\$ 32,954,750
Sales Tax	14,804,914	16,588,706	16,627,515	17,681,023	18,034,643
Utilities Franchise Tax	5,413,757	6,282,750	6,052,187	7,158,899	7,302,077
Motor Vehicle Taxes	1,315,164	1,096,015	1,018,705	989,174	1,008,957
Other Unrestricted	1,850,023	1,882,986	1,837,156	1,919,396	1,935,486
Powell Bill - State Allocation	2,215,848	2,235,741	2,235,741	2,220,065	2,220,065
Other Restricted	860,066	749,943	1,018,844	929,310	426,310
Licenses, Permits, & Fees	4,302,518	5,408,182	4,418,870	4,277,874	4,344,485
Sales & Services	3,767,731	4,342,318	3,829,303	3,818,233	3,865,561
Sale of Police/Fire Parking Lot	-	-	-	1,500,000	-
Other Revenues	398,607	34,082	338,946	212,727	214,251
Investment Earnings	455,380	363,857	553,765	400,000	400,000
GUC Transfers In	6,107,729	6,505,044	6,500,000	6,498,420	7,135,013
Other Financing Sources	1,920,834	57,871	1,654,279	867,186	1,071,536
<b>Subtotal</b>	<b>\$ 74,311,463</b>	<b>\$ 77,407,669</b>	<b>\$ 78,105,680</b>	<b>\$ 80,780,885</b>	<b>\$ 80,913,134</b>

**FY 2017 Proposed Budget**



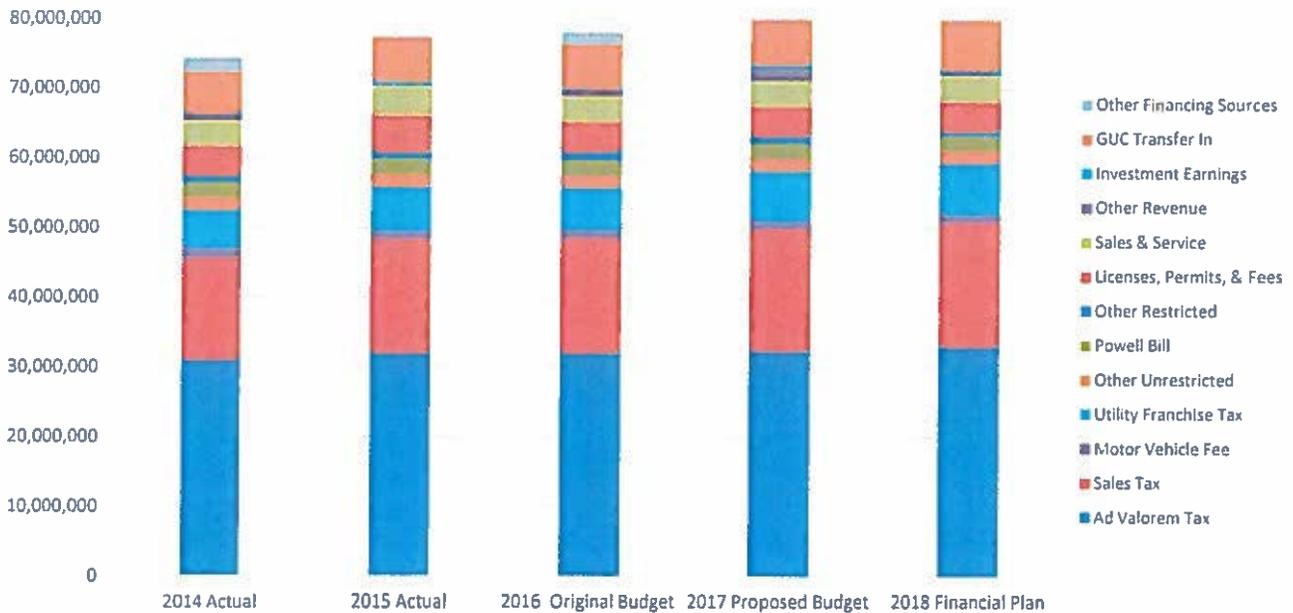
**CITY OF GREENVILLE  
DETAILED GENERAL FUND REVENUES**

	2014 Actual	2015 Actual	2016 Original Budget	2017 Proposed Budget	2018 Financial Plan
<b>Unrestricted Intergovernmental</b>					
<b>Property Taxes</b>					
Current Year Taxes	\$ 28,761,247	\$ 28,938,765	\$ 29,342,969	\$ 29,558,078	\$ 30,149,240
Motor Vehicle Taxes	1,951,684	2,884,760	2,701,045	2,907,541	2,965,692
Prior Years Taxes	431,154	281,964	280,515	146,159	149,082
Tax Penalties & Interest	229,021	220,768	180,180	183,784	187,460
Tax Discounts	(365,886)	(316,067)	(373,240)	(404,197)	(412,281)
Tax Refunds	(108,328)	(150,016)	(111,100)	(82,787)	(84,443)
NC Collections Fees	-	-	-	-	-
<b>Subtotal</b>	<b>\$ 30,898,892</b>	<b>\$ 31,860,174</b>	<b>\$ 32,020,369</b>	<b>\$ 32,308,578</b>	<b>\$ 32,954,750</b>
<b>Other Unrestricted Intergovernmental</b>					
Sales Tax	\$ 14,804,914	\$ 16,588,706	\$ 16,627,515	\$ 17,681,023	\$ 18,034,643
Rental Vehicle - Gross Receipts	119,582	127,304	126,929	130,763	133,378
Video Program & Supplemental PEG	903,072	908,091	904,000	914,621	923,767
Motor Vehicle Fee	1,315,164	1,096,015	1,018,705	989,174	1,008,957
Payment in Lieu of Taxes	56,620	51,075	51,075	51,075	51,075
State Fire Protection	393,938	380,431	384,235	390,000	390,000
Utilities Franchise Tax	5,413,757	6,282,750	6,052,187	7,158,899	7,302,077
Wine & Beer	376,811	416,085	370,917	432,937	437,266
<b>Subtotal</b>	<b>\$ 23,383,858</b>	<b>\$ 25,850,457</b>	<b>\$ 25,535,563</b>	<b>\$ 27,748,492</b>	<b>\$ 28,281,163</b>
<b>Restricted Intergovernmental</b>					
Traffic Control Lights Maintenance	183,737	290,776	183,500	157,000	157,000
Street Sweeper Agreement	-	50,070	25,035	25,035	25,035
Reimbursable Agreements	50,000	-	503,000	503,000	-
Federal Forfeiture Money	111,414	69,237	-	-	-
Powell Bill State Allocation	2,215,848	2,235,741	2,235,741	2,220,065	2,220,065
Special State/Federal/Local Grants	73,469	32,698	-	13,186	13,186
Controlled Substance Tax	27,443	30,744	-	-	-
Police Dept Grants	2,850	313	5,809	5,809	5,809
Task Force Overtime Reimbursement	21,937	25,044	-	-	-
Section 104F Planning Grant MPO	389,216	160,358	301,500	225,280	225,280
Recreation & Parks Donations - Restricted	-	90,703	-	-	-
<b>Subtotal</b>	<b>\$ 3,075,914</b>	<b>\$ 2,985,684</b>	<b>\$ 3,254,585</b>	<b>\$ 3,149,375</b>	<b>\$ 2,646,375</b>
<b>Licenses, Permits &amp; Fees</b>					
Privilege Licenses	488,325	724,810	-	-	-
Inspection Division Permits	708,910	1,084,774	865,514	766,402	787,502
Planning Fees	96,606	102,943	140,248	109,625	110,721
Recreation Dept Activity Fees	1,981,598	2,007,186	1,990,805	1,979,690	1,999,487
Police Fees	821,739	1,243,985	1,207,098	1,199,816	1,223,812
Engineering Fees	11,390	14,973	11,900	14,386	14,508
Fire/Rescue Fees	193,950	229,511	203,305	207,955	208,455
<b>Subtotal</b>	<b>\$ 4,302,518</b>	<b>\$ 5,408,182</b>	<b>\$ 4,418,870</b>	<b>\$ 4,277,874</b>	<b>\$ 4,344,485</b>
<b>Sales &amp; Services</b>					
Rescue Service Transport	3,074,923	3,499,651	3,085,803	3,096,519	3,127,484
Leased Parking & Meters	123,959	171,459	150,500	178,386	178,386
Parking Violations	187,382	188,324	212,100	200,000	216,363
Other Sales & Services	381,467	482,884	380,900	343,328	343,328
<b>Subtotal</b>	<b>\$ 3,767,731</b>	<b>\$ 4,342,318</b>	<b>\$ 3,829,303</b>	<b>\$ 3,818,233</b>	<b>\$ 3,865,561</b>
<b>Other Revenues</b>					
Donations	-	8,121	-	-	-
GUC Joint Programs	27,449	29,557	39,112	39,308	39,504
Sale of Property	5,917	7,139	25,503	1,525,758	26,016
Other Revenue	365,241	(10,735)	274,331	147,661	148,731
<b>Subtotal</b>	<b>\$ 398,607</b>	<b>\$ 34,082</b>	<b>\$ 338,946</b>	<b>\$ 1,712,727</b>	<b>\$ 214,251</b>

Item # 11

**CITY OF GREENVILLE  
DETAILED GENERAL FUND REVENUES**

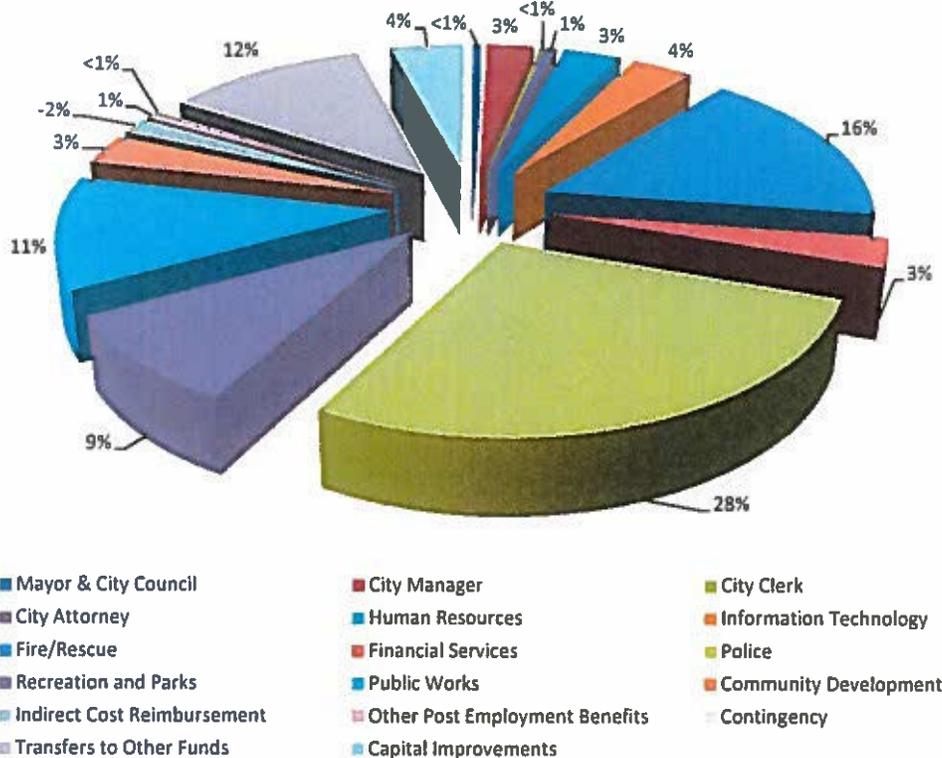
	2014 Actual	2015 Actual	2016 Original Budget	2017 Proposed Budget	2018 Financial Plan
<b>Investment Earnings</b>					
Investment Earnings	\$ 455,380	\$ 363,857	\$ 553,765	\$ 400,000	\$ 400,000
<b>Other Financing Sources</b>					
Transfer in GUC	6,107,729	6,505,044	6,500,000	6,498,420	7,135,013
Capital Reserve	1,779,000	-	50,000	-	-
Transfer from Sanitation	104,920	-	-	-	-
Transfer from General Fund	-	-	-	-	-
Transfer from ERP Project	-	-	12,597	-	-
Other Transfers	36,914	57,871	-	-	-
Appropriated Fund Balance- General Fund	-	-	1,281,944	150,000	358,958
Appropriated Fund Balance- Powell Bill	-	-	309,738	717,186	712,578
<b>Subtotal</b>	<b>\$ 8,028,563</b>	<b>\$ 6,562,915</b>	<b>\$ 8,154,279</b>	<b>\$ 7,365,606</b>	<b>\$ 8,206,549</b>
<b>Total Revenues not including Other Financing Sources</b>	<b>66,282,900</b>	<b>70,844,754</b>	<b>69,951,401</b>	<b>73,415,279</b>	<b>72,706,585</b>
<b>Total Revenues including Other Financing Sources</b>	<b>\$ 74,311,463</b>	<b>\$ 77,407,669</b>	<b>\$ 78,105,680</b>	<b>\$ 80,780,885</b>	<b>\$ 80,913,134</b>



**CITY OF GREENVILLE  
GENERAL FUND EXPENDITURES BY DEPARTMENT**

	2014 Actual	2015 Actual	2016 Original Budget	2017 Proposed Budget	2018 Financial Plan
Mayor & City Council	\$ 372,245	\$ 363,076	\$ 511,661	\$ 371,721	\$ 459,190
City Manager	1,103,392	1,060,062	1,619,586	\$ 2,272,474	\$ 2,175,534
City Clerk	234,498	261,408	259,086	246,821	256,099
City Attorney	431,871	456,107	468,242	458,883	470,933
Human Resources	2,412,600	2,412,518	2,527,943	2,803,440	2,871,231
Information Technology	2,643,615	2,909,254	3,028,347	2,981,407	3,066,494
Fire/Rescue	12,763,569	12,839,310	13,421,532	13,664,964	13,989,134
Financial Services	2,207,037	2,454,669	2,479,816	2,500,155	2,547,804
Police	22,878,563	22,575,236	23,353,229	23,127,368	23,812,106
Recreation and Parks	7,429,094	7,400,170	7,600,386	7,608,895	7,817,648
Public Works	8,129,886	7,924,225	8,825,596	9,515,079	9,553,170
Community Development	2,234,844	2,466,066	2,657,084	2,584,931	2,619,908
<b>Total by Department</b>	<b>\$ 62,841,214</b>	<b>\$ 63,122,101</b>	<b>\$ 66,752,509</b>	<b>\$ 68,136,138</b>	<b>\$ 69,639,251</b>
Indirect Cost Reimbursement	\$ (1,111,218)	\$ (1,284,768)	\$ (1,268,214)	\$ (1,432,859)	\$ (1,459,519)
Other Post Employment Benefits	350,000	400,000	450,000	500,000	500,000
Contingency	-	-	200,000	150,000	200,000
<b>Total Expenses by Department</b>	<b>\$ 62,079,996</b>	<b>\$ 62,237,333</b>	<b>\$ 66,134,295</b>	<b>\$ 67,353,279</b>	<b>\$ 68,879,732</b>
Transfers to Other Funds	\$ 8,457,031	\$ 11,408,692	\$ 8,936,493	\$ 9,842,013	\$ 9,556,558
Total Capital Improvements	3,590,692	2,596,181	3,034,892	3,585,593	2,476,844
<b>Total General Fund</b>	<b>\$ 74,127,719</b>	<b>\$ 76,242,206</b>	<b>\$ 78,105,680</b>	<b>\$ 80,780,885</b>	<b>\$ 80,913,134</b>

FY 2017 Proposed Budget



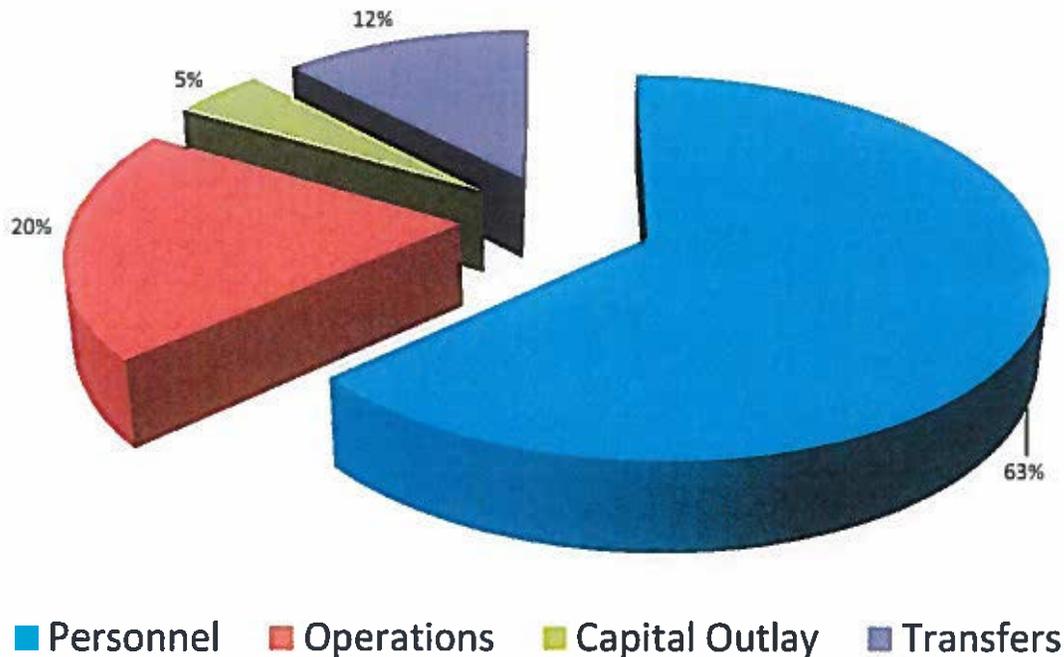
**CITY OF GREENVILLE  
GENERAL FUND EXPENDITURES BY LINE ITEM**

	2014 Actual	2015 Actual	2016 Original Budget	2017 Proposed Budget	2018 Financial Plan
<b>Personnel</b>					
Regular Salaries	\$ 30,433,298	\$ 31,341,269	\$ 33,201,337	\$ 33,959,885	\$ 34,901,875
Overtime	959,969	1,000,421	1,156,280	1,165,338	1,165,338
Off-Duty	336,602	413,046	242,838	242,838	242,838
Allowances	392,560	459,223	477,535	467,940	467,940
FICA	2,439,744	2,419,415	2,256,579	2,373,458	2,438,688
Retirement	2,345,705	2,235,190	2,333,083	2,260,754	2,325,786
Health Insurance	8,659,350	7,940,242	8,679,976	8,915,594	9,269,624
Group Life	92,550	72,915	89,540	116,806	116,806
Workers' Compensation	655,507	663,609	840,825	657,473	562,468
Education/Training Assistance	21,141	28,087	17,100	17,100	17,100
401K Program	811,744	817,076	821,818	819,835	833,357
Other Personnel Expense	-	128,210	164,545	179,895	179,945
<b>Total Personnel</b>	<b>\$ 47,148,170</b>	<b>\$ 47,518,703</b>	<b>\$ 50,281,456</b>	<b>\$ 51,176,916</b>	<b>\$ 52,521,765</b>
<b>Operating</b>					
Travel/Training	\$ 307,451	338,264	374,730	404,909	414,605
Professional Services	21,797	38,469	37,007	32,000	32,000
Equipment Maintenance	196,390	156,123	142,040	226,908	237,941
Vehicle Maintenance	625,146	617,084	612,688	725,416	743,554
Building Maintenance	367,767	302,338	264,635	299,690	300,000
Fleet Labor	518,451	573,656	623,966	921,438	915,268
Supplies & Materials	1,180,372	1,408,227	1,580,060	1,480,194	1,523,007
Street Lighting	1,318,241	1,423,108	1,505,670	1,568,840	1,568,840
Fire/Rescue General Expenses	196,164	192,344	113,100	117,775	125,250
Grants & Donations	187,241	122,892	185,000	262,140	214,600
Computer Software	355,870	540,278	606,946	705,024	644,947
Computer Hardware	136,769	97,635	198,006	313,044	441,692
Contracted Services	2,463,184	2,621,832	2,932,889	3,257,875	3,192,966
Pitt County Tax Collection	443,594	508,676	570,000	600,000	610,000
Radio Maintenance	132,388	135,061	143,870	199,310	204,741
Copier Maintenance	55,310	53,025	61,730	57,807	57,807
Dues & Subscriptions	176,443	238,325	194,788	207,659	212,805
Elections	55,444	-	70,000	-	75,000
Printing	50,924	51,517	61,827	91,715	92,946
Advertising	83,711	78,329	109,950	121,478	125,865
Postage	36,361	23,091	45,935	65,000	70,000
Telephone	307,168	275,709	310,324	326,989	327,979
Utilities	1,034,138	1,024,089	1,286,508	1,122,202	1,138,780
Fuel	949,327	655,964	716,110	667,024	689,700
Laundry & Cleaning	22,034	19,978	22,785	33,502	33,502
General Liability Insurance	871,518	1,025,774	992,800	811,000	811,000
Uniforms	385,457	234,447	335,142	312,060	312,585
Fleet Service Cost Fixed	1,074,204	966,141	967,040	1,044,702	1,044,902
Other Expense	2,140,180	1,881,022	1,405,507	1,395,503	1,385,602
Other Post Employment Benefits	350,000	400,000	450,000	500,000	500,000
Contingency	-	-	200,000	150,000	200,000
Department Reductions	-	-	-	(450,000)	(450,000)
<b>Total Operating</b>	<b>\$ 16,043,044</b>	<b>\$ 16,003,398</b>	<b>\$ 17,121,053</b>	<b>\$ 17,571,204</b>	<b>\$ 17,797,884</b>
Capital Outlay / Capital Improvements	3,590,692	2,596,181	3,034,892	3,623,611	2,496,446
<b>Total General Fund Capital</b>	<b>\$ 3,590,692</b>	<b>\$ 2,596,181</b>	<b>\$ 3,034,892</b>	<b>\$ 3,623,611</b>	<b>\$ 2,496,446</b>

**CITY OF GREENVILLE  
GENERAL FUND EXPENDITURES BY LINE ITEM**

	<u>2014 Actual</u>	<u>2015 Actual</u>	<u>2016 Original Budget</u>	<u>2017 Proposed Budget</u>	<u>2018 Financial Plan</u>
<b>Transfers</b>					
Facilities Improvement Fund	\$ -	\$ 1,545,434	\$ 1,579,180	\$ 1,590,000	\$ 1,642,000
Street Improvement Program	-	2,650,000	1,000,000	1,000,000	1,000,000
Debt Service Fund	3,384,782	4,113,477	4,197,502	4,737,002	4,737,002
Sheppard Memorial Library	1,149,486	1,248,774	1,162,192	1,197,058	1,232,969
Housing Division	130,427	211,327	313,835	292,684	307,806
Transit Fund	-	711,443	683,784	565,269	636,781
Capital Reserve Fund	25,000	43,369	-	460,000	-
Sanitation Fund	373,598	-	-	-	-
BANA - ERP	2,500,000	-	-	-	-
South Tar River Greenway	12,556	-	-	-	-
South Greenville Project	-	200,000	-	-	-
FEMA - Hurricane Irene	-	180,592	-	-	-
COPS Law Enforcement	-	262,968	-	-	-
Powell Bill	-	-	-	-	-
Health Fund	783,044	-	-	-	-
Other Transfers	98,138	241,308	-	-	-
<b>Total Transfers</b>	<b>8,457,031</b>	<b>11,408,692</b>	<b>8,936,493</b>	<b>9,842,013</b>	<b>9,556,558</b>
Indirect Cost Reimbursement	(1,111,218)	(1,284,768)	(1,268,214)	(1,432,859)	(1,459,519)
<b>Total Expenditures</b>	<b>\$ 74,127,719</b>	<b>\$ 76,242,206</b>	<b>\$ 78,105,680</b>	<b>\$ 80,780,885</b>	<b>\$ 80,913,134</b>

FY 2017 Proposed Budget







# City of Greenville, North Carolina

Meeting Date: 6/6/2016  
Time: 6:00 PM

---

**Title of Item:** Presentations by Boards and Commissions

- a. Neighborhood Advisory Board
- b. Pitt-Greenville Airport Authority
- c. Police Community Relations Committee

**Explanation:** The Neighborhood Advisory Board, Pitt-Greenville Airport Authority, and Police Community Relations Committee are scheduled to make their annual presentations to City Council at the June 6, 2016, meeting.

**Fiscal Note:** No direct cost for the presentations.

**Recommendation:** Hear the presentations from the Neighborhood Advisory Board, Pitt-Greenville Airport Authority, and Police Community Relations Committee.

---

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

Attachments / click to download

---



# City of Greenville, North Carolina

Meeting Date: 6/6/2016  
Time: 6:00 PM

**Title of Item:** Reimbursement resolution for the City's Street and Pedestrian Transportation Improvement Bond Funds

**Explanation:** **Abstract:** This item is for the City Council to approve the reimbursement resolution for the Street and Pedestrian Transportation Improvement Bonds approved by voters on November 3, 2015. The issuance of this debt is planned over the next three years.

**Explanation:** As part of the budget amendment to be reviewed at the June 6, 2016, City Council meeting, staff has included a budget to establish the Capital Project for the Street and Pedestrian Transportation Improvement Fund. Spending for this project is scheduled to begin in June. As such, staff is requesting the approval of the budget and the attached reimbursement resolution. The reimbursement resolution will allow the City to reimburse itself for costs expended prior to the actual sale of bonds for these projects.

**Fiscal Note:** The reimbursement resolution is in the amount of \$15,850,000.

**Recommendation:** Approve the attached reimbursement resolution.

---

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

Attachments / click to download

[Reimbursement Resolution Greenville 2016 Street and pedestrian improveme\\_1029393](#)

REIMBURSEMENT RESOLUTION  
OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA

RESOLUTION NO. \_\_\_\_

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA DECLARING ITS INTENTION TO REIMBURSE ITSELF FROM THE PROCEEDS OF ONE OR MORE TAX-EXEMPT FINANCINGS FOR CERTAIN EXPENDITURES MADE AND/OR TO BE MADE IN CONNECTION WITH THE ACQUISITION, CONSTRUCTION AND/OR EQUIPPING OF STREET AND PEDESTRIAN TRANSPORTATION IMPROVEMENTS

WHEREAS, the City of Greenville, North Carolina (the “Issuer”) is a political subdivision organized and existing under the laws of the State of North Carolina; and

WHEREAS, the Issuer has paid, beginning no earlier than June 6, 2016 and will pay, on and after the date hereof, certain expenditures (the “Expenditures”) in connection with the acquisition, construction and/or equipping of Street and Pedestrian Transportation Improvements, as described in more detail in Exhibit A attached hereto (the “Project”); and

WHEREAS, the City Council of the Issuer (the “City Council”) has determined that those moneys previously advanced no more than 60 days prior to the date hereof and to be advanced on and after the date hereof to pay the Expenditures are available only for a temporary period and it is necessary to reimburse the Issuer for the Expenditures from the proceeds of one or more issues of tax-exempt obligations (the “Tax-Exempt Obligations”);

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

Section 1. The City Council hereby declares the Issuer’s intent to reimburse the Issuer with the proceeds of the Tax-Exempt Obligations for the Expenditures with respect to the Project made on and after June 6, 2016, which date is no more than 60 days prior to the date hereof. The Issuer reasonably expects on the date hereof that it will reimburse the Expenditures with the proceeds of the Tax-Exempt Obligations.

Section 2. Each Expenditure was and will be either (a) of a type properly chargeable to a capital account under general federal income tax principles (determined in each case as of the date of the Expenditure), (b) a cost of issuance with respect to tax-exempt financings, (c) a nonrecurring item that is not customarily payable from current revenues, or (d) a grant to a party that is not related to or an agent of the Issuer so long as such grant does not impose any obligation or condition (directly or indirectly) to repay any amount to or for the benefit of the Issuer.

Section 3. The maximum aggregate principal amount of the Tax-Exempt Obligations expected to be issued for the Project is \$15,850,000.

Section 4. The Issuer will make a reimbursement allocation, which is a written allocation by the Issuer that evidences the Issuer's use of proceeds of tax-exempt financings to reimburse an Expenditure, no later than 18 months after the later of the date on which the Expenditure is paid or the respective Project with respect to which such Expenditure is paid is placed in service or abandoned, but in no event more than three years after the date on which the Expenditure is paid. The Issuer recognizes that exceptions are available for certain "preliminary expenditures," costs of issuance, certain de minimis amounts, expenditures by "small issuers" (based on the year of issuance and not the year of expenditure) and expenditures for construction projects of at least five years.

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

PASSED AND ADOPTED this 6th day of June, 2016.

---

Allen M. Thomas  
Mayor

Attested to:

---

Carol L. Barwick  
City Clerk

EXHIBIT A  
To Resolution No. \_\_\_\_\_

## DESCRIPTION OF PROJECT

### **Street and Pedestrian Transportation Improvements Project**

#### Project Description

Street and pedestrian transportation improvements in Greenville, North Carolina, including, but without limiting the generality of the foregoing, constructing, reconstructing, widening, extending, resurfacing and improving streets and roads, thoroughfares, and bridges; constructing, reconstructing, relocating and eliminating grade crossings and grade separations; constructing and installing traffic controls, signals, gateway treatments, markers, lighting, street trees and street furniture; improving, relocating and installing utility lines; constructing sidewalks, bike and pedestrian trails, greenways, curbs, gutters, culverts and drains; and acquiring any necessary rights of way or easements therefor.



# City of Greenville, North Carolina

Meeting Date: 6/6/2016  
Time: 6:00 PM

**Title of Item:** Reimbursement resolution for the proposed Greenville Public Safety Annex installment financing agreement

**Explanation:** **Abstract:** This item is for the City Council to approve the reimbursement resolution for the proposed Greenville Public Safety Annex installment financing agreement. The issuance of this debt is planned for November 2016.

**Explanation:** As part of the budget amendment at the June 6, 2016, City Council meeting, staff has included a budget to establish the capital project for the purchase of the Greenville Public Safety Annex within the Police Capital Project Fund. Spending for this project is scheduled to begin in June. Staff is requesting approval of the attached reimbursement resolution, which will allow the City to reimburse itself for costs expended prior to the actual installment purchase transaction for this project.

Attached is the Offer to Purchase and Contract for the City to purchase the property located at 5300 Northland Drive for \$1.3 million. The planned use of this property is for office and storage for the Police Department and Fire/Rescue Department. Pursuant to section 2 of the Contract, earnest money in the amount of \$10,000 was required to be expended. Additional expenditures will occur as the City completes its inspections and investigation of the property prior to City Council making the final decision on whether to proceed with the purchase. Key dates in the Contract are as follows:

- the closing is scheduled for November 30 or an earlier date, if agreed upon by the City and the Gourases (section 3);
- the contract is void unless City Council approves the purchase prior to November 15 (section 10);
- the City has an Examination Period until October 31 to inspect and investigate the property (section 12);
- the City has the right to choose to not purchase the property, for any reason or no reason, by giving a written notice of termination prior to October 31 (section 12).

**Fiscal Note:**           The reimbursement resolution is in the amount of \$1,500,000.

**Recommendation:**    Approve the attached reimbursement resolution.

---

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

**Attachments / click to download**

 [Offer to Purchase and Contract](#)

 [FR and Police Storage and Office Space Reimbursement Resolution 1029706](#)

---

REIMBURSEMENT RESOLUTION  
OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA

RESOLUTION NO. \_\_\_\_

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA, DECLARING ITS INTENTION TO REIMBURSE ITSELF FROM THE PROCEEDS OF ONE OR MORE TAX-EXEMPT FINANCINGS FOR CERTAIN EXPENDITURES MADE AND/OR TO BE MADE IN CONNECTION WITH THE ACQUISITION OF LAND, CONSTRUCTION AND/OR EQUIPPING OF THE LAND AND IMPROVEMENTS FOR A JOINT LOT/SPACE FOR THE FIRE/RESCUE AND POLICE DEPARTMENTS FOR THE GREENVILLE PUBLIC SAFETY ANNEX

WHEREAS, the City of Greenville, North Carolina (the “Issuer”) is a political subdivision organized and existing under the laws of the State of North Carolina; and

WHEREAS, the Issuer has paid, beginning no earlier than April 21, 2016, and will pay, on and after the date hereof, certain expenditures (the “Expenditures”) in connection with the acquisition, construction and/or equipping of the Greenville Public Safety Annex, as described in more detail in Exhibit A attached hereto (the “Project”); and

WHEREAS, the City Council of the Issuer (the “City Council”) has determined that those moneys previously advanced no more than 60 days prior to the date hereof and to be advanced on and after the date hereof to pay the Expenditures are available only for a temporary period and it is necessary to reimburse the Issuer for the Expenditures from the proceeds of one or more issues of tax-exempt obligations (the “Tax-Exempt Obligations”);

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

Section 1. The City Council hereby declares the Issuer’s intent to reimburse the Issuer with the proceeds of the Tax-Exempt Obligations for the Expenditures with respect to the Project made on and after April 21, 2016, which date is no more than 60 days prior to the date hereof. The Issuer reasonably expects on the date hereof that it will reimburse the Expenditures with the proceeds of the Tax-Exempt Obligations.

Section 2. Each Expenditure was and will be either (a) of a type properly chargeable to a capital account under general federal income tax principles (determined in each case as of the date of the Expenditure), (b) a cost of issuance with respect to tax-exempt financings, (c) a nonrecurring item that is not customarily payable from current revenues, or (d) a grant to a party that is not related to or an agent of the Issuer so long as such grant does not impose any obligation or condition (directly or indirectly) to repay any amount to or for the benefit of the Issuer.

Section 3. The maximum aggregate principal amount of the Tax-Exempt Obligations expected to be issued for the Project is \$1,500,000.

Section 4. The Issuer will make a reimbursement allocation, which is a written allocation by the Issuer that evidences the Issuer's use of proceeds of tax-exempt financings to reimburse an Expenditure, no later than 18 months after the later of the date on which the Expenditure is paid or the respective Project with respect to which such Expenditure is paid is placed in service or abandoned, but in no event more than three years after the date on which the Expenditure is paid. The Issuer recognizes that exceptions are available for certain "preliminary expenditures," costs of issuance, certain de minimis amounts, expenditures by "small issuers" (based on the year of issuance and not the year of expenditure) and expenditures for construction projects of at least five years.

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

PASSED AND ADOPTED this 6th day of June, 2016.

---

Name: Allen M. Thomas  
Title: Mayor

Attested to:

---

Name: Carol L. Barwick  
Title: City Clerk

EXHIBIT A  
To Resolution No. \_\_\_\_\_

DESCRIPTION OF PROJECT

**Greenville Public Safety Annex**

Project Description

The Greenville Public Safety Annex will be located at 5300 Northland Drive, Greenville, North Carolina. The installment proceeds will be for the purchase of this land and building and renovation of the building for office and storage space.



CITY OF GREENVILLE  
NORTH CAROLINA

CERTIFICATION OF THE CITY CLERK

I hereby certify that I am the duly appointed and acting City Clerk of the City of Greenville, North Carolina, and as such I am the legal custodian of the Official Minutes and Records of the City of Greenville, North Carolina. I further attest and certify that the foregoing is a true copy of Resolution No. \_\_\_\_-16, which was duly adopted by the Greenville City Council at their meeting held June 6, 2016.

In witness whereof, I have hereunto set my hand and the official seal of the City of Greenville, North Carolina on this the 6<sup>th</sup> day of June, 2016.

---

Carol L. Barwick, CMC  
City Clerk

SEAL

**NORTH CAROLINA  
PITT COUNTY**

**OFFER TO  
PURCHASE AND CONTRACT**

**THIS OFFER TO PURCHASE AND CONTRACT**, made and entered into as of the 24<sup>th</sup> day May, 2016, by and between Robert J. Gouras, Jr., and wife, Mary P. Gouras, Parties of the First Part and hereinafter referred to as the "Seller", and the City of Greenville, a body corporate and politic, organized and existing under the laws of the State of North Carolina, Party of the Second Part and hereinafter referred to as the "City".

**WITNESSETH:**

For and in consideration of the mutual covenants and agreements herein set forth, the City hereby offers to purchase and Seller, upon acceptance of said offer, agrees to sell to the City all that certain real property, together with the improvements located thereon, located at 5300 Northland Drive, Greenville, North Carolina, and consisting of Pitt County Tax Parcel Number 74947, and being described in the deed recorded in Book 2336, at Page 378, Pitt County Registry, said real property and improvements collectively being hereinafter referred to as the "Property".

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

**1. PURCHASE PRICE.** The purchase price of the Property is One Million Three Hundred Thousand and 00/100ths Dollars (\$1,300,000.00). The foregoing purchase price, subject to adjustments and prorations in accordance with paragraphs 2, 4, and 5, shall be paid to Seller at closing. The Seller understands that the foregoing purchase price subject to the aforementioned adjustments and prorations shall be the entire amount which the Seller will receive from the City for the sale of the Property.

**2. EARNEST MONEY.** The City shall deposit Ten Thousand no/100ths Dollars (\$10,000.00), in earnest money, within ten (10) days of the Seller's acceptance of the offer, with Graham, Nuckolls, Conner Law Firm, PLLC, Greenville, North Carolina, as agent, who shall hold such amount in escrow. In the event that any of the conditions of this contract are not satisfied or waived by the City prior to closing, in the event City Council approval does not occur as required by paragraph 10, in the event the City chooses not to purchase the Property prior to the expiration of the Examination Period in accordance with paragraph 12, or in the event of a breach of this contract by Seller, then the earnest money shall be returned to the City, but such return shall not affect any other remedies available to the City. In the event the City breaches this contract, then the earnest money shall be forfeited to Seller, and the escrow agent shall pay over to Seller said earnest money, but such forfeiture shall not affect any other remedies available to Seller as a result thereof. Otherwise, the earnest money shall be paid to Seller at the closing and applied against the purchase price.

**3. CLOSING.** Closing is defined as the date and time of the recordation of the deed. Closing of the purchase of the Property hereunder shall take place at 10 a.m. on November 30, 2016, or at such

time prior thereto as Seller and the City shall agree mutually in writing, at the law office of Graham, Nuckolls, Conner Law Firm, PLLC, Greenville, North Carolina, at which time the purchase price shall be paid as herein provided, and possession of the Property shall be delivered to the City.

**4. ADJUSTMENTS.** The following items shall be prorated and either adjusted between the parties or paid at closing:

- a. Ad valorem taxes on real property shall be prorated on a calendar year basis through the date of closing;
- b. Ad valorem taxes on personal property for the entire year shall be paid by the Seller unless the personal property is conveyed to the City, in which case, the personal property taxes shall be prorated on a calendar year basis through the date of closing;
- c. All late listing penalties, if any, shall be paid by Seller;
- d. Rents, if any, for the Property shall be prorated through the date of closing; and
- e. Utilities, if any, for the Property shall be prorated through the date of the closing.

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

**6. CONVEYANCE OF TITLE.** Seller shall make, execute and deliver to the City at closing a good and sufficient deed for the Property in fee simple with general warranty conveying good and marketable title to the Property, free of all liens, encumbrances, restrictions, covenants, rights of way and easements of any kind except ad valorem taxes for the current year (prorated through the date of closing); utility easements and unviolated restrictive covenants that do not materially affect the value or use and occupancy of the Property; and such other encumbrances as may be specifically approved by the City.

In addition, Seller shall furnish to the title company at closing a standard form affidavit and indemnification agreement showing that all labor and/or materials, if any, furnished to the property within one hundred twenty (120) days prior to the date of closing have been paid and by which Seller agrees to indemnify a title insurance company pursuant to a standard form ALTA title affidavit against all loss, cost, claim and expense arising therefrom, including reasonable attorney's fees.

**7. EVIDENCE OF TITLE.** Seller agrees to use diligent efforts to deliver to the City as soon as reasonably possible after the date of this contract, copies of all title information in possession of Seller, including, but not limited to, title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust and easements relating to the property.

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

- a. (i) The Property and its use shall not be or previously have been in violation of any law, rule, regulation, order or requirement pertaining to environmental regulations, contamination, or clean-up; and there shall not exist on the Property any hazardous substance, hazardous waste, pollutant, contaminant, toxic substance, asbestos, oil, other petroleum or chemical, biological or radioactive substance which is subject to regulation under any such law, rule, regulation, order or requirement or storage tank now or previously used for the storage thereof, whether above-ground or underground.  
  
(ii) No portion of the Property shall be or shall have been used as a sanitary landfill, whether permitted or unpermitted, and no activity shall be or shall have been conducted thereon which is subject to regulation under the North Carolina Solid Waste Management Act.
- b. The Property must be substantially the same or in better condition at closing as on the date of this offer, reasonable wear and tear excepted.
- c. All deeds of trust, liens and other charges against the Property must be paid and satisfied by Seller prior to or at closing such that cancellation may be promptly obtained following closing. Seller shall remain obligated to obtain any such cancellations following closing.
- d. There shall be no leases for the property.
- e. The City has secured the financing for the acquisition of the Property by an installment contract in accordance with the provisions of North Carolina General Statute 160A-20.

Failure of any of the foregoing conditions of this paragraph shall be evidenced and determined by written notice to Seller from the City or the attorney for the City, which notice shall be given at or prior to closing and shall be effective upon hand delivery or by placement in the U.S. Mail, postage prepaid, if sent by the United States Mail by certified mail, return receipt requested, postage prepaid, addressed to Seller. Upon the City's provision of such notice of failure, all sums paid by the City hereunder shall be returned forthwith to the City, and thereafter neither Seller nor the City shall have any rights or liabilities hereunder.

**9. ENVIRONMENTAL.** Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including,

without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

**10. CITY COUNCIL APPROVAL REQUIRED.** This Offer to Purchase and Contract shall be null and void in the event the City Council of the City of Greenville does not approve the purchase of the Property on or before November 15, 2016.

**11. EXPIRATION OF OFFER.** The offer of the City shall expire unless acceptance is delivered to the City on or before 5 o'clock p.m. on June 10, 2016, or until withdrawn by the City, whichever occurs first. In the event of such expiration, this Offer to Purchase and Contract shall be null and void.

**12. REASONABLE ACCESS.** Seller shall allow the City's agents, employees, and designees full and complete access to the property for the purpose of surveying and physically inspecting and investigating the property. All such surveys, inspections and investigations shall be conducted in such manner as to avoid unreasonable interference with Seller's present use, operation, and occupation of the Property. City shall conduct all such surveys, inspections, and investigations of the Property in a good and workmanlike manner and shall repair any damage to the Property caused by City's entry and on-site inspections. City shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that City shall not disclose any information regarding this Property (or any tenant therein) unless required by law. City shall have until the expiration of the Examination Period, October 31, 2016, to perform the above surveys inspections, and investigations. IF CITY CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS CONTRACT SHALL TERMINATE, AND CITY SHALL RECEIVE A RETURN OF THE EARNEST MONEY.

**13. FIRE AND OTHER CASUALTY.** The risk of loss or damage by fire, tornado, hurricane, or other casualty prior to closing shall be upon Seller. In the event that the Property is materially damaged by fire or other casualty between the date of this Agreement and the date of closing, the City, in its sole election and discretion, (i) may declare this Agreement to be void, or (ii) accept title to the Property without any abatement in the Purchase Price, in which event, on the date of closing, all insurance proceeds shall be assigned to the City, and Seller shall pay to City an amount equal to the deductible portion of the insurance award along with any funds theretofore received by Seller in connection with such casualty. The City shall give Seller written notice of City's election

on or before twenty (20) days after the occurrence of such casualty.

14. **BROKERS.** The Seller shall be solely responsible for any broker's or finder's fees or commissions for any broker or realtor utilized with this transaction. The Seller agrees to defend, indemnify and hold harmless the City from and against any claim for broker's or finder's fees or commissions made by any party claiming to have dealt with them.

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

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

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

To Seller  
Robert J. Gouras, Jr.  
and wife, Mary P. Gouras  
825 Lexington Drive  
Greenville, NC 27834

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

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

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

20. **ENTIRE AGREEMENT.** This contract contains the entire agreement and understanding between Seller and the City. There are no oral understandings, terms or conditions, and neither Seller nor the City has relied upon any representation, express or implied, not contained herein. All prior negotiations, understandings, terms and conditions are merged in this contract.

21. **MODIFICATION.** This contract may not be changed or modified orally, but only by

an agreement in writing signed by the party against whom enforcement or waiver, change, modification or discharge is sought.

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

**23. EXECUTION.** This offer shall become a binding contract, subject to the conditions set out herein, when signed by both the City and Seller.

**24. SURVIVAL.** The terms and provisions of this Contract shall survive Closing.

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

CITY OF GREENVILLE

By: Barbara Lipscomb (SEAL)  
Barbara Lipscomb, City Manager

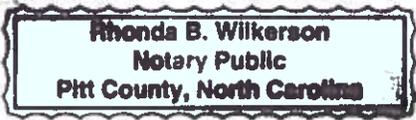
Robert J. Gouras Jr. (SEAL)  
Robert J. Gouras, Jr.

Mary P. Gouras (SEAL)  
Mary P. Gouras

**NORTH CAROLINA  
PITT COUNTY**

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

WITNESS my hand and official seal, this the 24<sup>th</sup> day of May, 2016.



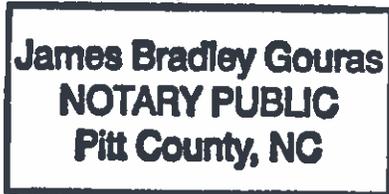
Rhonda B. Wilkerson  
Notary Public Rhonda B. Wilkerson

My Commission Expires: May 21, 2017

**NORTH CAROLINA  
PITT COUNTY**

I, JAMES BRADLEY GOURAS, Notary Public in and for the aforesaid County and State, do hereby certify that Robert J. Gouras, Jr. personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal, this the 25<sup>th</sup> day of MAY, 2016.



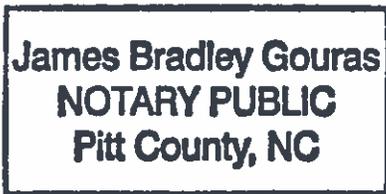
James Bradley Gouras  
Notary Public

My Commission Expires: 8/21/2016

**NORTH CAROLINA  
PITT COUNTY**

I, JAMES BRADLEY GOURAS, Notary Public in and for the aforesaid County and State, do hereby certify that Mary P. Gouras, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal, this the 25<sup>TH</sup> day of MAY, 2016.



  
Notary Public

My Commission Expires: 8/21/2019



# City of Greenville, North Carolina

Meeting Date: 6/6/2016  
Time: 6:00 PM

**Title of Item:** Presentation of Neighborhood Pride Program

**Explanation:** **Abstract:** In an effort to improve communities, the Police and Community Development Departments have developed a joint program for the betterment of neighborhoods. The program is designed to address core issues in each community through the administration of City resources in a coordinated effort.

**Explanation:** As part of the community policing strategy, the Police and Community Development Departments are planning to lead a concentrated effort to reduce crime, address community problems, and encourage neighborhood cohesion. Staff will identify and dedicate resources to address community concerns in identified neighborhoods during the 2016 pilot year. Staff and community partners will create a specialized team ensuring a holistic approach to a City and community side-by-side effort toward neighborhood improvement. Staff will continue community engagement with stakeholders to better understand citizen concerns, ensure community buy-in, and streamline resources to develop scope of service for each neighborhood.

**Fiscal Note:** None.

**Recommendation:** Presentation on the Neighborhood Pride Program is for informational purposes.

---

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

Attachments / click to download

---



# City of Greenville, North Carolina

Meeting Date: 6/6/2016  
Time: 6:00 PM

---

**Title of Item:** COPS Hiring Grant Application for the Police Department

**Explanation:** The Police Department seeks City Council approval to apply for this year's Community Oriented Policing Services (COPS) hiring grant through the Department of Justice (DOJ). The Department intends to apply for four (4) new officers, which will raise the number of authorized sworn positions from 188 to 192 officers. The new officers will work primarily on foot under the title of a "Neighborhood Guardianship Program" where they will work to reduce crime and improve relationships with the neighborhoods they serve.

**Fiscal Note:** The grant supplies a maximum of \$125,000 per officer over the first three-year period for a total grant funding of \$500,000 for the four officers. The City's portion for all four officers during the first three years will be \$227,577. The fourth year retention requirement is not grant funded and is estimated to cost the City \$260,000 (at \$65,000 per officer for salary and benefits). The total City cost over the four-year period is estimated at \$487,577.

**Recommendation:** Approval by Council to apply for four new officers under this year's COPS hiring grant.

---

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

**Attachments / click to download**

[COPS Hiring Grant Part 1 of 2](#)

[COPS Hiring Grant Part 2 of 2](#)



## COPS Office Grant Application

NC07403

Greenville Police Department



**COPS**  
Community Oriented Policing Services  
U.S. Department of Justice

### SECTION 1: COPS OFFICE GRANT PROGRAM REQUEST

Federal assistance is being requested under the following COPS Office program:

Verify the COPS Office grant program for which you are requesting federal assistance. A separate application must be completed for each COPS Office program for which you are applying. Please ensure that you read, understand, and agree to comply with the applicable grant terms and conditions as outlined in the COPS Office Application Guide before finalizing your selection.

The program you have selected is: COPS Hiring Program

### SECTION 2: AGENCY ELIGIBILITY INFORMATION

A. Type of Agency (select one)

- Law Enforcement

Item # 19

**Non-Law Enforcement**

From the list below, please select the type of agency which best describes the applicant.

**Law Enforcement Entities**

Municipal Police ▼

**2A. CHP Eligibility Questions**

In this section, we will ask you several questions about your law enforcement agency operations and authority to determine your eligibility to apply for a COPS Hiring Program (CHP) grant. Please note that CHP applicants must have a police department that is operational as of June 20, 2016, or receive services through a new or existing contract for law enforcement services. Applicants must also maintain primary law enforcement authority for the population to be served.

In addition, if funds under this program are to be used as part of a written contracting arrangement for law enforcement services (e.g., a town which contracts with a neighboring sheriff's department to receive services), the government agency wishing to receive law enforcement services must be the legal applicant in this application (although we will ask you to supply some information about the contract service provider later).

**Part I. Law Enforcement Agency Operations**

A law enforcement agency is established and operational if the jurisdiction has passed authorizing legislation and it has a current operating budget.

Q1) Is your agency established and currently operational?

Yes ▼

**Part II. Contracting to Receive Law Enforcement Services**

Q1) If awarded, does your agency plan to use funds awarded under this grant to establish or supplement a written contract for law enforcement services (e.g., a town contracting for services with a nearby sheriff's department)?

No ▼

**Part III. Law Enforcement Agency Authority**

An agency with primary law enforcement authority is defined as the first responder to calls for service for all types of criminal incidents within its jurisdiction. Agencies are not considered to have primary law enforcement authority if they only: respond to or investigate specific type(s) of crime(s), respond to or investigate crimes within a correctional institution, serve warrants, provide courthouse security, transport prisoners, have cases referred to them for investigation or investigational support or only some combination of these.

Q1) Based on the definition above, does your agency have primary law enforcement authority? [Or, if contracting to receive services, does the agency that will be providing law enforcement services have primary law enforcement authority for the population to be served?]

Yes ▼

**SECTION 3: GENERAL AGENCY INFORMATION****A. Applicant ORI Number NC07403**

The ORI number is assigned by the FBI and is your agency's unique identifier. The COPS Office uses the first seven characters of this number. The first two letters are your state abbreviation, the next three numbers are your county's code, and the next two numbers identify your jurisdiction within your county. If you do not currently have an ORI number, the COPS Office will assign one to your agency for the purpose of tracking your grant. ORI numbers assigned to agencies by the COPS Office may end in "ZZ."

**B. Applicant Data Universal Numbering System (DUNS) Number:** 124090197

A Data Universal Numbering System (DUNS) number is required prior to submitting this application. A DUNS number is a unique nine or thirteen digit sequence recognized as the universal standard for identifying and keeping track of entities receiving federal funds. For more information about how to obtain a DUNS number, please refer to the "How to Apply" section of the COPS Office Application Guide.

**C. System for Award Management (SAM)**

The System for Award Management (SAM) replaces the Central Contractor Registration (CCR) database as the repository for standard information about federal financial assistance applicants, recipients, and sub recipients. The U.S. Department of Justice requires that all applicants (other than individuals) for federal financial assistance maintain current registrations in the SAM database. Please note that applicants must update or renew their SAM registration at least once a year to maintain active status.

Applicants that were previously registered in the CCR database must, at a minimum:

Create a SAM account

Log into SAM and migrate permissions to the SAM account (all the entity registrations and records should already have been migrated).

Applicants that were not previously registered in the CCR database must register in SAM prior to registering in Grants.gov. Information about SAM Registration procedures can be accessed at <http://www.sam.gov>.

For more information about how to register with SAM, please refer to the "How to Apply" section of the COPS Office Application Guide.

**Your SAM Registration is set to expire on:** 04/04/2017

Please enter date in MM/DD/YYYY format.

Note: If your SAM registration is set to expire prior to September 30, 2016, please renew your SAM Registration prior to completing this application. Contact the SAM Service Desk at 866-606-8220 or view/update your registration information at <http://www.sam.gov>

**D. Geographic Names Information System (GNIS) ID:** 2131002

Please enter your Geographic Names Information System (GNIS) Identification Number. This is a unique ID assigned to all geographic entities by the U.S. Geological Survey. To look up your GNIS Feature ID, please go to the website: <http://geonames.usgs.gov/domestic/index.html>. For more information about how to obtain a GNIS number, please refer to the "How to Apply" section of the COPS Office Application Guide.

**E. Cognizant Federal Agency:** Department of Housing and Urban Development ▼

Select the legal applicant's Cognizant Federal Agency. A Cognizant Federal Agency, generally, is the federal agency from which your jurisdiction receives the

most federal funding. Your Cognizant Federal Agency also may have been previously designated by the Office of Management and Budget as an agency that have never received federal funding should select "Department of Justice" as the Cognizant Federal Agency.

F. Fiscal Year: From 07/01/2016 to 06/30/2017

Please enter date in MM/DD/YYYY format.

G. Law Enforcement Agency Sworn Force Information

1. Enter the Fiscal Year Budgeted Sworn Force Strength for the current fiscal year below. The budgeted number of sworn officer positions is the number of sworn positions funded in your agency's budget, including funded but frozen positions, as well as state, Bureau of Indian Affairs, or locally funded vacancies. Do not include unfunded vacancies or unpaid/reserve officers.

a. Number of officers funded in agency's current fiscal year budget:

Full-Time: 188

Part-Time: 0

H. Civilian Staffing

1. Enter the number of civilian positions funded in agency's current fiscal year budget:

a. Number of civilian positions funded in agency's current fiscal year budget:

Full-Time: 51

Part-Time: 4

I. U.S. Department of Justice and Other Federal Funding

Applicants are required to disclose whether they have pending applications for federally funded assistance or active federal grants that support the same or similar activities or services for which grant funding is being requested under this application.

Be advised that as a general rule COPS Office grant funding may not be used for the same item or service funded through another funding source. However, leveraging multiple funding sources in a complementary manner to implement comprehensive programs or projects is encouraged and is not seen as inappropriate. To aid the COPS Office in the prevention of awarding potentially duplicative funding, please indicate whether your agency has a pending application or an active grant with any other federal funding source (e.g. direct federal funding or indirect federal funding through state sub awarded federal funds) that supports the same or similar activities or services as being proposed in this COPS Office application. (check all that apply):

Bureau of Justice Assistance (BJA)

- Pending Application
Active Grant

Office of Justice Programs (OJP)

- Pending Application
Active Grant

Office of Juvenile Justice and Delinquency Prevention (OJJDP)

- Pending Application
Active Grant

Office on Violence Against Women (OVW)

- Pending Application
Active Grant

National Institute of Justice (NIJ)

- Pending Application
Active Grant

Office for Victims of Crime (OVC)

- Pending Application
Active Grant

Other U.S. Department of Justice Funding

- Pending Application
Active Grant

Other Federal or State Sub-awarded Funding

- Pending Application
Active Grant

No Federal or State Sub-awarded Funding

SECTION 4: EXECUTIVE INFORMATION

Note: Listing individuals without ultimate programmatic and financial authority for the grant could delay the review of your application, or remove your application from consideration.

A. Law Enforcement Executive/Agency Executive Information:

For Law Enforcement Agencies: This is the highest ranking law enforcement official within your jurisdiction (e.g., Chief of Police, Sheriff, or equivalent). The

Item # 19

section below has been pre-populated from the information listed in your COPS Office Agency Portal Account. If this information is no longer correct, please log in to your COPS Office Agency Portal account and make the necessary corrections before proceeding with this application. For assistance, please call the COPS Office Response Center at 800-421-6770. For Non-Law Enforcement Agencies: This is the highest ranking individual in the applicant agency (e.g., chief executive officer, president, chairperson, director) who has the authority to apply for this grant on behalf of the applicant agency. If the grant is awarded, this position will ultimately be responsible for the programmatic implementation of the award. The section below has been pre-populated from the information listed in your COPS Office Agency Portal Account. If this information is no longer correct, please log in to your COPS Office Agency Portal account and make the necessary corrections before proceeding with this application. For assistance, please call the COPS Office Response Center at 800-421-6770.

Title: Chief of Police  
First Name: Mark MI: Last Name: Holtzman Suffix:  
Agency Name: Greenville Police Department  
Street1: 500 South Greene Street  
Street2: P.O. Box 7207  
City: Greenville State: NC Zip / Postal Code: 27835  
Telephone Number: 2523294333 Fax: 2523294792 Email: mholtzman@greenvillenc.gov  
Edit Contact Information

If your agency previously indicated in Section 2, that if awarded, this grant would be used in a written contracting arrangement to receive law enforcement services (e.g., a town which is contracting with a neighboring sheriff's department to receive services), then question 4A, should display the executive information for the agency which will be providing the law enforcement services under this grant (e.g., Sheriff). Question 4B should display the executive information for the government agency which will be receiving the law enforcement services under this grant (i.e., Mayor, City Manager, etc.). Before proceeding with this application, we ask that you please log onto the COPS Office Agency Portal to update the agency providing law enforcement services as your Law Enforcement Executive/Agency Executive Information. This information will be used to populate Section 4 of this application, so please ensure its accuracy.

**B. Government Executive/Financial Official Information:**

For Government Agencies: This is the highest ranking government official within your jurisdiction (e.g., mayor, city administrator, or equivalent). The section below has been pre-populated from the information listed in your COPS Office Agency Portal Account. If this information is no longer correct, please log in to your COPS Office Agency Portal account and make the necessary corrections before proceeding with this application. For assistance, please call the COPS Office Response Center at 800-421-6770. For Non-Government Agencies: This is the financial official who has the authority to apply for this grant on behalf of the applicant agency (e.g., chief financial officer, treasurer). If the grant is awarded, this position will ultimately be responsible for the financial management of the award. Please note that information for non-executive positions (e.g., clerks, trustees) is not acceptable. The section below has been pre-populated from the information listed in your COPS Office Agency Portal Account. If this information is no longer correct, please log in to your COPS Office Agency Portal account and make the necessary corrections before proceeding with this application. For assistance, please call the COPS Office Response Center at 800-421-6770.

Title: City Manager  
First Name: Barbara MI: Last Name: Lipscomb Suffix:  
Agency Name: Greenville Police Department  
Street1: 200 West 5th Street  
Street2:  
City: Greenville State: NC Zip / Postal Code: 27835  
Telephone Number: 2523294432 Fax: 2523294435 Email: blipscomb@greenvillenc.gov  
Edit Contact Information

**C. Application Contact Information:**

Application Contact: Enter the application contact's name and contact information.

Title:   
First Name:  MI:  Last Name:  Suffix:   
Agency Name:   
Street1:   
Street2:   
City:  State:  Zip / Postal Code:   
Telephone Number:  Fax:  Email:

**SECTION 5A: COPS HIRING PROGRAM OFFICER REQUEST**

**Part I**

Enter the Fiscal Year Actual Sworn Force Strength as of the date of this application. The actual number of sworn officer positions is the actual number of sworn positions employed by your agency as of the date of this application. Do not include funded but currently vacant positions or unpaid positions.

Number of officers employed by your agency as of the date of this application:

Full-Time:

Part-Time:

What is the actual population your department serves as the primary law enforcement entity?

This may or may not be the same as your census population. For example, a service population may be the census population minus incorporated towns and cities that have their own police department within your geographic boundaries or estimates of ridership (e.g., transit police) or visitors (e.g., park police). An agency with primary law enforcement authority is defined as having first responder responsibility to calls for service for all types of criminal incidents within its jurisdiction.

For FY 2016 COPS Hiring Program (CHP) applicants are eligible to apply for the number of officers equal to 5% of their actual sworn force strength up to a maximum of 25 officers. Agencies with a sworn force of twenty or fewer officers may apply for one (1) officer position. Agencies with a service population of 1 million or more may apply for up to 25 officer positions; however, agencies with a service population less than 1 million may apply for up to 15 officer positions.

FY 2016 CHP grant funds cover 75 percent of the approved entry-level salary and fringe benefits of each newly-hired and/or rehired, full-time sworn career law enforcement officer for three years (36 months) up to \$125,000 per officer position. CHP grant funding will be based on your agency's current entry-level salaries and fringe benefits for full-time sworn officers.

If your agency requests officers to be deployed as school resource officers (SRO), ALL OF THE OFFICER POSITIONS REQUESTED BELOW MUST BE USED TO DEPLOY FULL-TIME school resource officers. Applicants in this focus area are encouraged to refer to Recommendation 4.6 in the Interim Report of the President's Task Force on 21st Century Policing for suggested actions to incorporate into your proposed community policing strategy. [http://cops.usdoj.gov/pdf/taskforce/TaskForce\_FinalReport.pdf] Do not request more officer positions than your agency can expect to deploy in this capacity. A "school resource officer" is a career law enforcement officer, with sworn authority, who is engaged in community policing activities and is assigned by the employing agency to work in collaboration with schools. If awarded a grant for SRO position(s), please note that the COPS Office requires that the officer(s) deployed into the SRO position(s) spend a minimum of 75 percent of their time in and around primary and secondary schools working on school and youth-related activities. The placement of law enforcement officers in school carries a risk of contributing to a "school-to-prison pipeline" process where students are arrested or cited for minor, non-violent behavioral violations and then diverted to the juvenile court system. This pipeline wastes community resources and can lead to academic failure and greater recidivism rates for these students. If awarded, the grantee will agree that any officers deployed while implementing School-based Policing under the COPS Hiring Program grant may not be involved in the administrative discipline of the students.

There must be an increase in the level of community policing activities performed in and around primary or secondary schools in the agency's jurisdiction as a result of the grant. The time commitment of the funded officers must be above and beyond the amount of time that the agency devoted to the schools before receiving the grant. Grantees using CHP funding to hire or deploy school resource officers into schools agree that a signed memorandum of understanding (MOU) between the law enforcement agency and the school partner(s) must be submitted to the COPS Office before obligating or drawing down funds under this award. An MOU is not required at time of application; however, if the law enforcement agency already has an MOU in place that is applicable to the partnership, the MOU can be submitted as an attachment in Section 13 of the grant application. The MOU must contain the following; the purpose of the MOU, clearly defined roles and responsibilities of the school district and the law enforcement agency focusing officers' roles on safety, information sharing, supervision responsibility, and chain of command for the SRO and signatures. If awarded, grantee will agree that the MOU must be submitted to the COPS Office 90 days from the date shown on the award congratulatory letter. Implementation of the COPS Hiring Program grant without submission and acceptance of the required MOU may result in expenditures not being reimbursed by the COPS Office and/or award de-obligation.

In addition, in Section 6B, you must select "School Based Policing through School Resource Officers" under "Child and Youth Safety Focus" as your focus area.

Is your agency requesting that all of these officer positions be deployed as school resource officers (SROs)?

No ▾

**Based on the information provided in this application:**

Your agency is eligible to apply for up to the number of officer position(s) shown below.

10

How many entry-level, full-time officer positions is your agency requesting in this application?

4

**IMPORTANT:** If you later return to this section of the application and change the above number of officers you are requesting, you must then go to Section 14A, Part 1 to allow the application to recalculate your budget figures. You will also need to adjust your projection of your Federal/Local share costs in the chart located in Section 14A, Part 3. Failure to do this will cause a conflict in your budget submission. Next, your agency must allocate the number of positions requested under each of the three hiring categories described below based on your agency's current needs at the time of this application. Please be mindful of the initial three-year grant period, and your agency's ability to fill and retain the officer positions awarded, while following your agency's established hiring policies and procedures. CHP grant awards will be made for officer positions requested in each of the three hiring categories, and grantees are required to use awarded funds for the specific categories awarded.

It is imperative that your agency understand that the COPS Office statutory nonsupplanting requirement mandates that grant funds may only be used to supplement (increase) a grantee's law enforcement budget for sworn officer positions and may not supplant (replace) state, local, or tribal funds that a grantee otherwise would have spent on officer positions if it had not received a grant award. This means that if your agency plans to

- (a) hire new officer positions (including filling existing vacancies that are no longer funded in your agency's budget): It must hire these new additional positions on or after the official grant award start date, above its current budgeted (funded) level of sworn officer positions, and otherwise comply with the nonsupplanting requirement as described in detail in the grant owner's manual.
- (b) rehire officers who have been laid off by any jurisdiction as a result of state, local, or tribal budget reductions: It must rehire the officers on or after the official grant award start date, maintain documentation showing the date(s) that the positions were laid off and rehired, and otherwise comply with the nonsupplanting requirement as described in detail in the grant owner's manual.
- (c) Rehire officers who are (at the time of application) currently scheduled to be laid off (by your jurisdiction) on a specific future date as a result of state, local, or tribal budget reductions: It must continue to fund the officers with its own funds from the grant award start date until the date of the scheduled lay-off (for example, if the CHP award start date is September 1 and the lay-offs are scheduled for November 1, then the CHP funds may not be used to fund the officers until November 1, the date of the scheduled lay-off); identify the number and date(s) of the scheduled lay-off(s) in this application (see below); maintain documentation showing the date(s) and reason(s) for the lay-off; and otherwise comply with the nonsupplanting requirement as described in detail in the grant owner's manual. [Please note that as long as your agency can document the date that the lay-off(s) would occur if CHP funds were not available, it may transfer the officers to the CHP funding on or immediately after the date of the lay-off without formally completing the administrative steps associated with a lay-off for each individual officer.]

Documentation that may be used to prove that scheduled lay-offs are occurring for local economic reasons that are unrelated to the availability of CHP grant funds may include (but are not limited to) council or departmental meeting minutes, memoranda, notices, or orders discussing the lay-offs; notices provided to the individual officers regarding the date(s) of the lay-offs; or budget documents ordering departmental or jurisdiction-wide budget reductions. These records must be maintained with your agency's CHP grant records during the grant period and for three years following the official closeout of the CHP grant in the event of an audit, monitoring, or other evaluation of your grant compliance.

If your agency's request is funded, your agency will have the opportunity after the award announcement to request a grant modification to move awarded funding into the category or categories that meet your agency's law enforcement needs at that time (including updating the dates of future scheduled lay-offs).

If you need additional information regarding requesting a modification, please contact the COPS Office Response Center at 1-800-421-6770.

Category A: New, additional officer positions (including filling existing vacancies no longer funded in your agency's budget).

Item # 19

Category A Request:

Category B: Rehire officers laid off (from any jurisdiction) as a result of state or local budget reductions.

Category B Request:

Category C: Rehire officers scheduled to be laid off (at the time of the application) on a specific future date as a result of state or local budget reductions.

We also need some information about when the layoff of officers in this category is scheduled to occur. In the space below, please indicate when the officer(s) specified in this category are scheduled to be laid off.

To enter your information, click "Add a New Officer Layoff". To save your submission, click "Save" before moving to the next section.

Number of Officers	Date these officers are scheduled to be laid off	Action
--------------------	--	--------

[Add a New Officer Layoff](#)

Total Category C Request: 0

**Part 3**

As noted previously, the number of officers an applicant can request under the COPS Hiring Program in 2016 is capped. However, the COPS Office is interested in learning more about the overall need for officer positions within your department. Therefore, if no officer caps were in place, what is the total number of officers that your agency would be requesting in this application?

Hire

Re-Hires

Lay Off

**Part 4**

1. Under the 2016 COPS Hiring Program, applicants are not required to hire post-September 11, 2001 military veterans as new hires. However, the COPS Office supports the Attorney General's commitment to hiring military veterans whenever possible. Please note that if your agency checks "yes" to the question below, your agency will be required to maintain documentation that it made every effort possible (consistent with your internal procedures and policies) to hire at least one military veteran.

Does your agency commit to hire and/or rehire at least one post-September 11, 2001 military veteran (as defined in the Application Guide) for the officer position(s) you have requested?

- Yes
- No

If yes, how many officer position(s) from your total 2016 CHP request does your agency anticipate filling with post-September 11, 2001 military veterans?

**Part 5**

The following questions will help Congress and the U.S. Department of Justice identify potential gaps in training. This information will not be used in the scoring/evaluation of your application.

1. On average how many hours of IN-SERVICE (non recruit) training (e.g. FTO, continuing professional education, roll call, standard) are required annually for each of your agency's officers/deputies in the following categories (if none, please indicate 0 hours)?

Use of force (hours)

De-escalation of conflict (hours)

Racial and ethnic bias that includes elements of implicit/unconscious bias (hours)

Gender bias in response to domestic violence and sexual assault (hours)

Bias towards lesbian, gay, bisexual, and transgender (LGBT) individuals (hours)

Community engagement ( e.g., community policing and problem solving )(hours)

2. Does your agency administer a police training academy?

## SECTION 6B: LAW ENFORCEMENT & COMMUNITY POLICING STRATEGY

### Community Policing Strategy

COPS Office grants must be used to reorient the mission and activities of law enforcement agencies through initiating community policing or enhancing their involvement in community policing with the officers hired under this grant program or an equal number of veteran officers who have been redeployed to implement this plan after hiring the entry-level COPS Office-funded officers. If awarded funds, your responses to sections II(a) and II(b) that follow will

constitute your agency's community policing strategy under this grant. Your organization may be audited or monitored to ensure that it is in compliance with enhancing community policing in accordance with this strategy. The COPS Office may also use this information to understand the needs of the field, and potentially provide for training, technical assistance, problem solving and community policing implementation tools. Please note that the COPS Office recognizes that your COPS Office-funded officer(s) (or an equal number of veteran officers who are redeployed after hiring the entry-level COPS Office-funded officers) will engage in a variety of community policing activities and strategies, including participating in some or all aspects of your identified community policing strategy. Your community-policing strategy may be influenced and impacted by others within and outside of your organization; this is considered beneficial to your community policing efforts.

At any time during your grant, you should be prepared to demonstrate (1) the community policing activities engaged in prior to the grant award that are detailed in section I of this application and (2) how the grant funds and grant-funded officers (or an equal number of redeployed veteran officers) were specifically used to enhance (increase) or initiate community policing activities according to your community policing strategy contained in sections II (a) and II (b) of this application.

**Finally, we also understand that your community policing needs may change during the life of your grant. Minor changes to this strategy may be made without prior approval of the COPS Office; however, grantees will be required to report on progress and changes to the community policing strategy (if any) through required progress reports. If your agency's community policing strategy changes significantly, you must submit those changes to the COPS Office for approval. Changes are significant if they deviate from the specific crime problems(s) originally identified and approved in the community policing strategy submitted with the application. In some cases, changes to the approved community policing approaches may also be deemed significant and may require approval of a modified community policing strategy by the COPS Office, depending on the scope and nature of those changes as identified in the quarterly progress reports.**

The following is the COPS Office definition of community policing that emphasizes the primary components of community partnerships, organizational transformation, and problem solving. Please refer to the COPS Office web site (<http://www.cops.usdoj.gov>) for further information regarding this definition.

*Community policing is a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem solving techniques to proactively address the immediate conditions that give rise to public safety issues, such as crime, social disorder, and fear of crime.*

The COPS Office has completed the development of a comprehensive community policing self-assessment tool for use by law enforcement agencies. Based on this work, we have developed the following list of primary sub-elements of community policing. Please refer to the COPS Office web site (<http://www.cops.usdoj.gov>) for further information regarding these sub-elements.

#### **Community Partnerships:**

Collaborative partnerships between the law enforcement agency and the individuals and organizations they serve to both develop solutions to problems and increase trust in police.

Other Government Agencies

Community Members/Groups

Non-Profits/Service Providers

Private Businesses

Media

#### **Organizational Transformation:**

The alignment of organizational management, structure, personnel and information systems to support community partnerships and proactive problem-solving efforts.

#### **Agency Management**

Climate and culture

Leadership

Labor relations

Decision-making

Strategic planning

Policies

Organizational evaluations

Transparency

#### **Organizational Structure**

Geographic assignment of officers

Despecialization

Resources and finances

#### **Personnel**

Recruitment, hiring and selection

Personnel supervision/evaluations

Training

#### **Information Systems (Technology)**

Communication/access to data

Quality and accuracy of data

#### **Problem Solving:**

The process of engaging in the proactive and systematic examination of identified problems to develop effective responses that are rigorously evaluated.

Scanning: Identifying and prioritizing problems

Analysis: Analyzing problems

Response: Responding to problems

Item # 19

Assessment: Assessing problem-solving initiatives

Using the Crime Triangle to focus on immediate conditions (Victim/Offender/Location)

### I. Current Organizational Commitment to Community Policing

1) For each of the following statements, please answer in terms of existing agency policies and practices as they relate to collaborative partnerships and problem solving activities. Please check all that apply.

ACTIVITY	Community Partnerships	Problem Solving
Q1a. The agency mission statement, vision, or goals includes references to:	✓	✓
Q1b. The agency strategic plan includes specific goals or objectives relating to:	✓	✓
Q1c. The agency recruitment, selection and hiring processes include elements relating to:	✓	✓
Q1d. Annual line officers evaluations assess performance in:	✓	✓
Q1e. Line officers receive regular (at least once every two years) training in:	✓	✓

2) Which of the following internal management practices does your agency currently employ? Please check all that apply.

- Assignment of officers to specific neighborhoods or areas for longer periods of time to enhance customer service and facilitate more contact between police and citizens
- Assignment of officers to geographic hot spots that are defined statistically by creating incident maps to identify geographic clustering of crime and disorder
- In-service training for officers on basic and advanced community policing principles
- Early Intervention Systems that help identify officers who may be showing signs of stress, personal problem, and questionable work conduct
- Alternatives to formal disciplinary practices that encourage ethical behavior
- None of the above

3) Which of the following do you count/measure to annually assess your agency's overall performance? Please check all that apply.

- Response times
- Reported crimes
- Reported incidents
- Arrests and citations
- Problem solving outcomes
- Department employee satisfaction
- Clearance rates
- Complaints of officer behavior
- Reduction of crime in identified hot spots
- Repeat calls for service
- Social disorder/nuisance problems (e.g., graffiti, panhandling, loitering)
- Satisfaction with police services
- Fear of crime
- Victimization (i.e, non-reported crime)
- Community meetings held/attended
- Use of force incidents
- Meeting the priorities as identified in your agency strategic plan
- My agency does not conduct annual assessments of overall performance

4) Through which of the following does your agency routinely share information with community members? Please check all that apply.

- Neighborhood, beat, and/or school meetings
- Local media outlets
- Agency newsletter
- Neighborhood newsletters
- Agency website
- Social networking (Blogs, Twitter feeds, Facebook pages, etc.)
- Citizen alert system (telephone, email, text, etc.)
- Citizen alert system that is geographically targeted, based on updated hot spots
- Public access television/radio
- Community organization board membership
- Public forums with chief/sheriff/command staff
- Posters, billboards, flyers
- None of the above

5) Through which of the following ways does your agency formally involve community members in influencing agency practices and operations? Please check

Item # 19

all that apply.

- Citizen police academies
- Volunteer activities
- Auxiliary police programs
- Civilian review boards (i.e. disciplinary review boards)
- Citizen advisory groups (i.e. informal advisory function)
- Involvement in hiring decisions (interview panels, selection boards, etc.)
- Involvement in contributing to annual line officer performance reviews
- Representation on promotional boards
- Participation in accountability and performance reporting and tracking meetings
- Participation in complaint resolution process (formal mediation, disciplinary boards, etc.)
- None of the above

**II(a) Proposed Community Policing Strategy: Problem Solving and Partnerships**

COPS Office grants must be used to initiate or enhance community policing activities with either the newly hired officers funded by this grant program or an equivalent number of veteran officers who are redeployed to implement this community policing strategy after hiring the additional entry-level officers with COPS Office grant funds. In this section you will be asked to identify the crime and disorder problem/focus area and the partners to be engaged through your requested COPS Office funding. Identifying the specific problem/focus area and partnerships that your agency plans to focus on is important to ensure that you satisfy the requirements for COPS Office funding under this program and to ensure that ultimately the additional grant-funded officers (or equivalent number of redeployed veteran officers) will initiate or enhance your agency's capacity to implement community policing strategies and approaches.

6) Using the following list, select a problem/focus area that will be addressed by the officers requested in this application. Please choose the option that best fits your problem. You may select one problem/focus area to address through this grant funding.

When identifying a problem, it is important to think about the nature of similar incidents that taken together comprise the problem and accordingly describe it in precise, specific terms (e.g. "burglary of retail establishments", rather than just "burglary"). In doing this, it can be helpful to consider all aspects of the problem, including the likely offenders, the suitable targets/victims, and how these come together in time and space.

**Child and Youth Safety Focus**

- Child Sexual Predators and Internet Safety
- Children Exposed to Violence
- Youth Crime and Delinquency

**Child and Youth Safety Focus**

School Based Policing through School Resource Officers

By selecting this focus area, your agency is committing that if awarded, all officer positions requested in this application (or an equivalent number of redeployed veteran officers) will be used to deploy school resource officers and address problems in and around primary and secondary schools.

Please specify the areas the school resource officer(s) would address (check all that apply):

- Address crime problems, gangs, and drug activities affecting or occurring in or around an elementary or secondary school;
- Develop or expand crime prevention efforts for students;
- Educate youth in crime prevention and safety;
- Develop or expand community justice initiatives for students;
- Train students in conflict resolution, restorative justice, and crime awareness;
- Assist in the identification of physical changes in the environment that may reduce crime in or around the school;
- Assist in developing school policy that addresses crime and to recommend procedural changes to enhance school safety.
- Other Area

(Please Specify Other Area)

- Other Child and Youth Safety Focus (please specify)

**Drug Related Problems**

- Drug Manufacturing/Trafficking
- Drug Dealing
- Drug Abuse
- Other Drug Related Problem (please specify)

**Homeland Security Problems**

- Protecting Critical Infrastructure Problems
- Information or Intelligence Problems
- Other Homeland Security Problem (please specify)

**Non-Violent Crime Problems**

Item # 19

- Burglary
- Fraud
- Larceny/Theft (Non-Motor Vehicle)
- Motor Vehicle Theft/Theft from Motor Vehicle
- Vandalism
- Social Disorder
- Quality of Life Problem
- Prostitution
- Other Non-Violent Crime Problem (please specify)

**Building Trust Applicants selecting any of the following Building Trust Focus Areas are encouraged to refer to the Interim Report of the President's Task Force on 21st Century Policing for suggested actions to incorporate into your proposed community policing strategy. [ [http://cops.usdoj.gov/pdf/taskforce/Interim\\_TF\\_Report.pdf](http://cops.usdoj.gov/pdf/taskforce/Interim_TF_Report.pdf) ]**

- Impartial Policing
- Transparency
- Fairness and Respect
- Community Engagement
- Diversifying Police Departments
- Other Building Trust Focus (please specify)

Neighborhood Guardianship Program

#### **Traffic/Pedestrian Safety Problems**

- Traffic Congestion
- Pedestrian Safety
- Driver Safety
- Traffic Accidents
- Other Traffic/Pedestrian Safety Problem (please specify)

#### **Violent Crime Problems**

- Assault
- Homicide
- Rape
- Robbery
- Domestic/Family Violence
- Gun Violence
- Other Violent Crime Problem (please specify)

6a) Briefly describe the problem/focus area that you will address with these grant funds and your approach to the problem. [4,000 characters or less]

The City of Greenville Police Department has operated under a philosophy of Community Oriented policing for many years. The Department is deeply committed to involving the community in all aspects of policing that affect the quality of life in our City. Like most cities, Greenville has several identified neighborhoods that have a higher concentration of crime, gang activity, repeat calls for service, and quality of life issues. For example, in one neighborhood in 2015, there were over 650 calls for service, including 66 disturbing the peace, 34 domestic, 21 burglaries, and 20 shots fired calls. The Greenville Police Department began a zone deployment plan in 2013, which allows three Lieutenants to manage each of three Zones that divide the City. Watch Commanders are tasked with controlling calls for service, and monitoring daily activity. The Crime Analyst has identified Crime Reduction Initiative Areas, or CRIAs which are small areas of about 750 feet that are identified as problem areas currently and over a period of time where additional policing is assigned. In conjunction with our Zone Deployment Plan, we intend to implement a Neighborhood Guardianship Program where neighborhoods with high activity are selected for increased foot patrols, improved community relationships, code enforcement, CPTED assessments for Crime Prevention, and youth diversion and intervention. Through an interview and selection process, four officers will be selected to become Neighborhood Guardianship Officers and will work in specific neighborhoods with the goal of improving relationships and trust, reducing crime and calls for service, recognizing basic needs, and improving the quality of life. The officers will operate primarily on foot patrol, knocking on doors, speaking to residents, scanning for issues, and building relationships. Occasionally, the officers will work out of a mobile command center in the neighborhoods. Using the SARA model, they will 1) Recognize recurring issues in the communities; 2) Identify the problems and their underlying causes; 3) Propose plans and objectives to address the issues and; 4) Evaluate the success of the outcomes. We intend to partner with the 1) City Code Enforcement Division for problems with code violations, increased trash, and community hazards 2) Pitt County Social Services for referrals when needed; 3) The Office of Probation and Parole for maintaining contact with parolees who may live in the neighborhoods 4) Pitt County Juvenile Justice for high risk or offending youth; 5) Landlords and Property Owners to maintain contact concerning quality of life issues, 6) East Carolina University Department of Justice Research for community surveys and studies; and 7) Civic Groups, such as youth and services organizations. Officers will arrange community meetings, where residents will be invited to meet the officers and voice their concerns. They will work closely with the Crime Analyst to monitor the types of calls that are occurring and repeat addresses. During their shift, they will be the first responders to calls in the neighborhood they are assigned. The Neighborhood Guardianship Officers will remain in the assigned neighborhoods until there is significant and measurable improvement.

6b) Will the problem/focus area described above be addressed with an explicit place-based strategy (e.g. hot-spot policing) that targets specific addresses or locations with a disproportionate share of crime or disorder?

- Yes  
 No

6c) Which of the following activities will your agency and officers hired under this grant (or an equivalent number of redeployed veteran officers) engage in as it pertains to your identified crime hot spot? (please check all that apply):

- Enhance enforcement efforts (sweeps or increased patrol)  
 Targeted community alerts  
 Prevention efforts directed at high-risk victims  
 Prevention efforts directed at high-risk offenders  
 On-going identification of crime concentrations by qualified analysts  
 Formal evaluations of the effectiveness of interventions (e.g. using pre/post-test and/or comparison groups)  
 None of the above

7) Which of the following information sources did you use to prioritize this problem/focus area as a problem/focus area to address through this grant program (please check all that apply):

- Police department data (e.g. police reports, calls for service, crime data, citizen complaints)  
 Agency personnel (e.g. officer feedback, command staff priorities)  
 Other local non-law enforcement government agency data  
 Community based organizations (e.g. faith based, non-profits, social service providers)  
 Local businesses  
 Individual community members/community meetings  
 Community survey  
 Local government officials  
 The media  
 None of the above

Item # 19

8) If awarded funds, my agency will improve our understanding of this problem/focus area by examining (please check all that apply):

- Routinely collected law enforcement data/information related to the problem (e.g. arrest, incident reports, calls for service)
- The location and/or time aspects of the problem/focus area (e.g. mapping)
- The conditions and environmental factors related to the problem/focus area
- The strengths and limitations of current responses to the problem/focus area
- Non-law enforcement data/information related to the problem/focus area (e.g. insurance crash data, other government agency data, census data, survey data)
- Existing research and best practices related to the problem/focus area
- Data/information from the community related to the problem/focus area (e.g. resident associations, business groups, non-profit community service organizations)
- Information about offenders contributing to the problem/focus area (e.g. offender interview, arrest records)
- Information about victims affected by the problem/focus area (e.g. crime reports, victim interviews)
- Strengths and weaknesses of previous responses to the problem/focus area
- None of the above

9) If awarded funds my agency will use the following information sources to assess our response to this problem/focus area to determine whether the response was implemented and achieved the desired outcomes (please check all that apply):

- Routinely collected law enforcement data/information related to the problem/focus area (e.g. arrests, incident reports, calls for service)
- Data/information regarding whether the response was implemented as planned
- Police data collected for this specific problem/focus area (e.g. problem-specific surveys, field interview contact cards)
- Non-police data/information related to the problem/focus area (e.g. insurance crash data, other government agency data, census data, survey data)
- Data/information from the community related to the problem/focus area (e.g. resident associations, business groups, non-profit community service organizations)
- Information about offenders contributing to the problem/focus area (e.g. offender interview, arrest records, probation/parole data)
- Information about victims and/or stake holders affected by the problem/focus area (e.g. crime reports, victim interviews)
- None of the above

10) To the best of your ability at this time, please select from the below list what your primary goals are in responding to your selected problem/focus area (please select up to 3):

- Eliminating the problem/focus area
- Reducing the number of incidents
- Increasing public trust in your agency
- Reducing the seriousness of the incidents or the amount of harm
- Reducing the number of victims and repeat victims
- Reducing the number of offenders and repeat offenders
- Moving the problem/focus area to another area
- Getting other agencies and stake holders to assume responsibility for the problem/focus area
- Improving the response to the problem/focus area (i.e. more comprehensive and coordinated way of dealing with the problem/focus area, providing better services to victims, or greater efficiency in dealing with the problem/focus area)
- Improving citizen perceptions of the problem/focus area
- Increasing the number of arrests/citations
- Reducing the number of calls for service
- None of the above

11) An important part of a comprehensive community policing strategy is the formation of partnerships, such as working with other public agencies, private organizations, or participation in regional law enforcement partnerships. If awarded funds, will your agency and the grant funded officers (or an equivalent number of redeployed veteran officers) initiate or enhance a partnership with an external group/organization to develop responses to this problem/focus area?

- Yes
- No

11a) If awarded funds, how many external groups/organizations will your agency initiate or enhance a partnership with to develop responses to this problem/focus area?

3

11b) Name the most important external groups/organizations that your agency will initiate or enhance a partnership with to develop responses to this problem/focus area (maximum of three partners). Note: you may attach optional letters of this support from any or all of these prospective partners in Section 13 of the application. You will be limited to listing no more than three partners per public safety problem/focus area.

Partner Number	Partner Name	11c/11d	Action
----------------	--------------	---------	--------

11c) For this partner, please indicate the statement that best characterizes this partner:

- Local government agencies (non-law enforcement, e.g., probation/parole, parks and recreation, code enforcement)
- Community based organizations (e.g., faith based, community redevelopment groups, social service providers, resident associations)
- Businesses operating in the community

Item # 19

- 1 City of Greenville Code Enforcement
- Tribal law enforcement agencies
  - Federal, state, or local law enforcement agencies (non-tribal) including through multi-jurisdictional/regional partnerships
  - Local educational institutions (schools/colleges/universities)
  - Individual stakeholders (persons residing, working, or with an interest in the community or problem)

**11c) For this partner, please indicate the statement that best characterizes this partner:**

- Local government agencies (non-law enforcement, e.g., probation/parole, parks and recreation, code enforcement)
- Community based organizations (e.g., faith based, community redevelopment groups, social service providers, resident associations)

2 Pitt County Social Services

- Businesses operating in the community
- Tribal law enforcement agencies
- Federal, state, or local law enforcement agencies (non-tribal) including through multi-jurisdictional/regional partnerships
- Local educational institutions (schools/colleges/universities)
- Individual stakeholders (persons residing, working, or with an interest in the community or problem)

[Edit](#) [Delete](#)

**11c) For this partner, please indicate the statement that best characterizes this partner:**

- Local government agencies (non-law enforcement, e.g., probation/parole, parks and recreation, code enforcement)
- Community based organizations (e.g., faith based, community redevelopment groups, social service providers, resident associations)

3 East Carolina University

- Businesses operating in the community
- Tribal law enforcement agencies
- Federal, state, or local law enforcement agencies (non-tribal) including through multi-jurisdictional/regional partnerships
- Local educational institutions (schools/colleges/universities)
- Individual stakeholders (persons residing, working, or with an interest in the community or problem)

[Edit](#) [Delete](#)

**II(b) Proposed Community Policing Strategy: Organizational Transformation**

COPS Office grants must be used to initiate or enhance community policing activities. In this section you will be asked to identify the organizational change(s) that your agency plans to focus on through your requested COPS Office funding. Identifying the specific organizational change(s) that your agency plans to focus on is important to ensure that you satisfy the requirements for COPS Office funding under this program, and to ensure that ultimately the use of these funds will initiate or enhance your agency's capacity to implement community policing approaches.

12) If awarded funds, will your agency initiate or enhance any of the following internal changes to personnel management? (Select no more than 2 internal changes to personnel management that will be addressed with these grant funds.)

- Flexibility in officer shift assignments to facilitate addressing specific problems

Please provide a narrative for each internal change to personnel management identified (2,000 characters or less)

The Neighborhood Officers will be a part of the Operations Division and will work primarily evenings and night hours when residents are home from work and able to communicate with the officers; however, their schedule will be flexible depending on the needs of the community. They will maintain contact with the Crime Analyst on a regular basis to determine what is happening in the neighborhood while they are off duty. While on duty, they will be the first responders to calls and incidents. The officers will follow up on incidents, such as domestic situations that might require further attention, issues with juveniles, and code violations. The assigned officers will document their activities, follow-up contacts, and any outcomes.

- Assignment of officers to specific neighborhoods or areas for longer periods of time to enhance customer service and facilitate more contact between police and citizens

Please provide a narrative for each internal change to personnel management identified (2,000 characters or less)

Two officers will be assigned to specific neighborhoods that have been identified as having an usually high police response, code violations, crime, gangs and other quality of life issues. The officers go into the neighborhoods primarily on foot and document initial findings and report those findings to Planning and Research. Crime Analysis will assist with identifying crime, repeat calls, repeat addresses, drug violations, public nuisances and gang activity. They will knock on doors and speak with the residents to let them know that they are assigned to the neighborhood on a long term basis to assist with any problems. They will establish relationships with homeowners as well as with those who are renting. They will work with the landlords to notify them when any problems erupt. In cases where drug activity has been identified, the officers will work with the landlords to give them the information they need to help quickly evict the tenants. If gangs are present in the community, the officers will work with the gang unit to quickly eradicate any gang activity. The officers will also partner with Social Services, Probation and Patrol, and the Code Enforcement Unit for referrals when necessary. Neighborhood and/or community watch meetings will take place occasionally so that residents are able to voice any concerns.

- Recruitment and hiring practices that reflect an orientation towards problem solving and community engagement
- In-service training for officers on basic and advanced community policing principles
- Field training officer (FTO) programs that teach and test problem solving, community engagement, and critical thinking skills
- Further define and clarify community policing roles and expectations for officers
- Personnel evaluation systems that assess officer activities, accomplishments, and performance related to problem solving and community engagement
- Early intervention systems that help identify officers who may be showing early signs of stress, personal problems, and questionable work conduct
- First-line supervisory skills to support officer problem solving and community engagement activities
- Career development and/or promotional processes that reinforce problem solving and community engagement
- None of the above

13) If awarded funds, will your agency initiate or enhance any of the following internal changes to agency management? (Select up to 2 internal changes to agency management that will be addressed with these grant funds.)

- Agency mission statement, vision, and/or goals that reflect the core values of community policing
- Agency strategic plan that outlines the goals and objectives around community policing and other departmental priorities

Please provide a narrative for each internal change to agency management identified (2,000 characters or less)

The Greenville Police Department has a well-defined strategic plan that includes goals, strategies, responsibilities, and a timeline for completion. As part of our goal of crime reduction, we intend to add a provision that includes Neighborhood policing along with objectives to decrease crime in neighborhoods as well as to improve quality of life and communication with residents.

- Organizational performance measurement systems that include community policing metrics, and conduct annual assessments of agency performance
- Technology systems that provide officers, analysts, and the community better and more timely access to data and information
- Mediation strategies to resolve citizen complaints
- Collection, analysis, and use of crime data and information in support of problem solving goals
- Formal accreditation process
- System to capture and track problem solving and partnership efforts and activities
- An organizational assessment of community policing
- Level and frequency of communication with the community on crime problems and agency activities to enhance transparency

Please provide a narrative for each internal change to agency management identified (2,000 characters or less)

By establishing a Neighborhood Guardianship program, there will be enhanced communications and transparency within the communities that will benefit the entire City of Greenville. Police officers assigned to the neighborhoods will patrol on foot and sometimes from a mobile command center parked inside the community where they will contact residents frequently throughout their working day. They will speak to them about any issues or concerns they have. The officers will establish relationships and build trust within the community by letting the residents know that they are there to reduce crime and help to improve the community. They will educate the community by providing outreach services, such as directing them to proper resources, assisting in referrals to public agencies such as social services, medical and mental health assistance, and any other resources that the residents may not be aware are available. They will be encouraged to contact the neighborhood officers, anonymously if needed, to report a problem they know is occurring.

- None of the above

### III. General Community Support and Engagement

14) Did your agency consult with any of the following groups/organizations on the development of this community policing strategy? Please check all that apply.

- Local government agencies (non-law enforcement, e.g. probation/parole, parks and recreation, code enforcement)
- Community based organizations (e.g. faith based, community redevelopment groups, social service providers, resident associations)
- Businesses operating in the community
- Tribal law enforcement agencies (outside your jurisdiction)
- Other Federal, state, or local law enforcement agencies
- Multi-jurisdictional or regional task forces/partnerships
- Local educational institutions (schools/colleges/universities)
- Local government officials
- Individual stakeholders residing, working or with an interest in the community and/or problem
- None of the above

15) To what extent are there related governmental and/or community initiatives that complement your agency's proposed community policing strategy?

- a) There are a significant number of related initiatives
- b) There are a moderate number of related initiatives
- c) There are a minimal number of related initiatives
- d) There are no related initiatives

16) To what extent is there community support in your jurisdiction for implementing the proposed community policing strategy?

- a) High level of support
- b) Moderate level of support
- c) Minimum level of support

17) If awarded funds, to what extent will the community policing strategy impact the other components of the criminal justice system in your jurisdiction?

- a) Potentially decreased burden
- b) No change in burden
- c) Potentially increased burden

## SECTION 7: NEED FOR FEDERAL ASSISTANCE

### A. Explanation of Need for Federal Assistance

All applicants are required to explain their inability to address the need for this award without federal assistance. Please do so in the space below. [Please limit your response to a maximum of 4,000 characters.]

The City has operated under a somewhat flat budget for the past five years, despite a growth in population. Our upcoming 2017-2018 does not include any new police officer positions; therefore, we have operated with the same number of officers for several years. Additionally, there are constantly vacancies due to retirements, resignations, and sometimes disciplinary dismissals. Supervisors often request that officers work extra shifts to help out. Without federal funding, we will not have the personnel needed to enhance our community policing proposals. We believe that a neighborhood policing unit is the next step to improving relations and decreasing crime.

**B. Service Population**

1. Enter the total population of the government entity applying for this grant using the latest census estimate available in the American Fact Finder at <http://FactFinder2.census.gov>.

84554

2. Check here if the population of the entity applying for this grant is not represented by U.S. Census figures (e.g., colleges, special agencies, school police departments, etc.).

3. What is the actual population your department serves as the primary law enforcement entity? 84554

*This may or may not be the same as the population specified above. For example, a service population may be the census population minus incorporated towns and cities that have their own police department within your geographic boundaries or estimates of ridership (e.g., transit police) or visitors (e.g., park police). An agency with primary law enforcement authority is defined as having first responder responsibility to calls for service for all types of criminal incidents within its jurisdiction.*

3a. If applicable, please explain why the service population differs from the census population:

**C. Fiscal Health**

1) Enter your law enforcement agency's total operating budget for the current AND previous two fiscal years. Please note: All figures must be rounded to the nearest whole dollar.

CURRENT FISCAL YEAR (2016) \$ 23729701

PREVIOUS FISCAL YEAR (2015) \$ 23973653

PREVIOUS FISCAL YEAR (2014) \$ 23451989

2) Since January 1, 2015, what percentages of the following employees in your jurisdiction (city, county, state, tribal, university) have been reduced through lay-offs. Please note: All figures must be rounded to the nearest whole percent.

Civilian Law Enforcement Agency Personnel % 0

Sworn Law Enforcement Agency Personnel % 0

Other Government Agency Personnel % 0

3) The U.S. Census Bureau American Community Survey (ACS) provides multi-year poverty rate estimates for communities. Please go to the U.S. Census Bureau's American Fact Finder (<http://FactFinder2.census.gov>) to determine the percentage of individuals in poverty in your jurisdiction. For jurisdictions not included in the census (e.g., schools, universities, transit, parks), please check the box for "Not Applicable." Please see the program Application Guide for additional information and help in using the American Fact Finder. Please note: All figures must be rounded to the nearest whole percent.

Percentage of individuals in poverty % 30

Not Applicable:

4) The Bureau of Labor Statistics' Local Area Unemployment Statistics (LAUS) program provides monthly estimates of unemployment for communities. Please go to the Bureau of Labor Statistics' LAUS website (<http://www.bls.gov/lau/data.htm>) to find detailed instructions for looking up your local area's unemployment rate. It may be necessary to select the nearest best match to your jurisdiction (for example, a city of fewer than 25,000 people may report their county level rate). Please see the program application guide for additional information and help in using the LAUS data. For jurisdictions not included in the census (e.g., schools, universities, transit, parks), please check the box for "Not Applicable". Please note: All figures must be rounded to the nearest whole percent.

Percentage Unemployed for December 2015 5

Not Applicable:

5) Indicate if your jurisdiction has experienced any of the following events since January 1, 2015 (Check all that apply)

- A declaration of natural or other major disaster or emergency has been made pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act. (42 U.S.C. 5121 et seq.)
- A declaration as an economically or financially distressed area by the state in which the applicant is located.
- Downgrading of the applicant's bond rating by a major rating agency.
- Has filed for or been declared bankrupt by a court of law.
- Has been placed in receivership or its functional equivalent by the state or federal government.
- Taken on additional law enforcement duties and responsibilities resulting from an agency merger or the disbanding of a neighboring law enforcement agency (which did not result in a new or supplemented funded contract to provide these law enforcement services).

Item # 19

6) In addition to the data collected elsewhere in this application, the COPS Office would like to capture information from jurisdictions that may have faced an unanticipated catastrophic event that had a significant impact on the delivery of law enforcement services or have experienced an unusually large increase in the number of homicides in the past year. Examples of unanticipated catastrophic events include mass shootings, terrorist attacks, natural disasters, or other events leading to mass casualties that would not necessarily be reflected in the UCR crime statistics previously reported. Please note that if your jurisdiction is faced with an unanticipated catastrophic event (e.g., mass shooting, terrorist attack, other mass casualty event) after submission of this application, but before the application closing date, you should contact the COPS Office immediately at 800-421-6770 to update your application to include this information.

If your agency experienced has an unanticipated catastrophic event or an unusually large increase in the number of homicides in the time period from January 1, 2015 to present, check this box.

7) The Promise Zone Initiative is part of the President's plan to create a better bargain for the middle class by partnering with local communities and businesses to create jobs, increase economic security, expand educational opportunities, increase access to quality, affordable housing and improve public safety. In exchange, these designees will receive the resources and flexibility they need to achieve their goals. The designees have agreed to and must demonstrate a collaborative effort- between private business and federal, state, tribal and local officials; faith-based and nonprofit organizations; children and parents- to ensure that hard work leads to a decent living for every American, in every community.

To be a Promise Zone, your jurisdiction must have been designated as such by the closing date of this solicitation.

If your agency has a designated Promise Zone within its jurisdiction, check the box.

**D. Property/Violent Crime**

Please select at least one statement below:

- My agency can report crime data for all 3 years (please input in table below:).
- My agency cannot report crime data for 2015.
- My agency cannot report crime data for 2014.
- My agency cannot report crime data for 2013.

1) Using UCR crime definitions, enter the actual number of incidents reported to your agency in the previous three calendar years (2015, 2014, 2013) for the following crime types. Note that only those incidents for which your agency had primary response authority should be provided. Please enter 0 (zero) to indicate no incidents in a particular year/type. Leave blanks only where data is unavailable.

UCR Data	2015	2014	2013
Criminal Homicide	7	7	7
Forcible Rape	37	20	20
Robbery	141	144	175
Aggravated Assault	332	308	352
Burglary	740	795	1157
Larceny (except motor vehicle theft)	2488	2770	2573
Motor Vehicle Theft	85	114	132

**SECTION 8: CONTINUATION OF PROJECT AFTER FEDERAL FUNDING ENDS**

If you are applying for a COPS Office grant with a post-award retention plan requirement, please complete A. If you are applying for a COPS Office grant without a post-award retention plan requirement, please complete B.

**A. Continuation of Project after Federal Funding Ends (for COPS Office grants with a retention plan requirement)**

Applicants must plan to retain all sworn officer positions awarded under your COPS Office hiring grant for a minimum of 12 months at the conclusion of 36 months of federal funding for each position. The retained COPS Office-funded positions should be added to your agency's law enforcement budget with state and/or local funds at the end of grant funding, over and above the number of locally-funded sworn officer positions that would have existed in the absence of the grant. These additional position(s) must be retained using state, local, or other nonfederal funding only. You may not use funds awarded by other federal grants to cover the costs of retention. At the time of grant application, applicants must affirm that they plan to retain the positions and identify the planned source(s) of retention funding. We understand that your agency's source(s) of retention funding may change during the life of the grant. Your agency should maintain proper documentation of any changes in the event of an audit, monitoring or other evaluation of your grant compliance. Please refer to the frequently asked questions on retention which can be found here <http://www.COPS.usdoj.gov/Default.asp?Item=2367>.

1. Will your agency plan to retain any additional positions awarded under this grant for a minimum of 12 months at the conclusion of federal funding for each position?

Note: Agencies that do not plan to retain all the positions awarded under this grant are ineligible to receive CHP funding

2. Please identify the source(s) of funding that your agency plans to utilize to cover the costs of retention: (check all that apply)

- General funds
- Raise bond/tax issue
- Private sources/donations
- Nonfederal asset forfeiture funds (subject to approval from the state or local oversight agency)
- Fundraising efforts
- State, local, or other nonfederal grant funding
- Other

If other, please provide a brief description of the source(s) of funding not to exceed 500 characters.

## SECTION 12: OFFICIAL PARTNER(S) CONTACT INFORMATION

An official "partner" under the grant may be a governmental, private, school district, or other applicable entity that has established a legal, contractual, or other agreement with the applicant for the purpose of supporting and working together for mutual benefits of the grant. Please see the COPS Office application guide for more information on official partners that may be required.

First Name	Last Name	Agency Name	Action
Title: <input type="text"/>			
First Name: <input type="text"/>	Middle Name: <input type="text"/>	Last Name: <input type="text"/>	Suffix: <input type="text" value="Select One..."/>
Name of Partner Agency (e.g., Smithville High School): <input type="text"/>			
Type of Partner Agency (e.g., School District): <input type="text"/>			
Street1: <input type="text"/>			
Street2: <input type="text"/>			
City: <input type="text"/>	State: <input type="text" value="Select One..."/>	Zip/ Postal Code: <input type="text"/>	
Telephone Number: <input type="text"/>	Fax: <input type="text"/>	Email: <input type="text"/>	

**Important!** Please click "Add Partner" below to add a partner to the list.

**Reminder!** If you have modified (edit, update, or delete) the list of partners in any way, please click "Save" to store your changes before moving to the next section.

## SECTION 13: APPLICATION ATTACHMENTS

This section should be used to attach any required or applicable attachments to your grant applications (e.g. memorandum of understanding)

If awarded, grantees using CHP funding to hire and/or deploy school resource officers into schools will agree that a signed Memorandum of Understanding (MOU) between the law enforcement agency and the school partner(s) must be submitted to the COPS Office before obligating or drawing down funds under this award. An MOU is not required at time of application; however, if the law enforcement agency already has an MOU in place that is applicable to the partnership, the MOU can be submitted as an attachment in section 13 of the grant application. The MOU must contain the following; the purpose of the MOU, clearly defined roles and responsibilities of the school district and the law enforcement agency; focusing officers' roles on safety, information sharing, supervision responsibility and chain of command for the SRO and signatures. If awarded, grantee will agree that the MOU must be submitted to the COPS Office 90 days from date on the award congratulatory letter. The implementation of the COPS Hiring Program grant without submission and acceptance of the required MOU may result in expenditures not being reimbursed by the COPS Office and/or award de-obligation. Please refer to the program-specific Application Guide to determine if an MOU or other application attachments are required. The guide will also specify if optional attachments are permitted for submission. Please use appropriately descriptive file names (e.g. Program Narrative, Budget Detail Worksheet and Budget Narrative, Timelines, Memoranda of Understanding, Resumes) for all attachments. Please do not submit executable file types as application attachments. These disallowed file types include, but are not limited to, the following extensions: .com, .bat, .exe, .vbs, .cfg, .dat, .db, .dbf, .dll, .ini, .log, .ora, .sys, and .zip. The system may reject applications with files that use these extensions.

### Current Attachments

Upload attachments using "Browse..." and "Upload...". File names may only contain: a-z0-9period(.), underscore(\_), hyphen(-) Characters other than these will be replaced by a hyphen(-). After clicking the "Upload..." button, please wait for the page to refresh. The uploaded file will automatically appear in the file list.

[Form COPS\\_Sh\\_ApplicationAttachment\\_2\\_3-V2.3.pdf](#) SF-424 [Delete](#)

[Form SF424\\_2\\_1-V2.1.pdf](#) SF-424 [Delete](#)

No file chosen

## SECTION 14: BUDGET DETAIL WORKSHEETS

### Instructions for Completing the Budget Detail Worksheets

The following Budget Detail Worksheets are designed to allow all COPS Office grant and cooperative agreement applicants to use the same budget forms to request funding. Allowable and unallowable costs vary widely and depend upon the type of COPS Office program. The maximum federal funds that can be requested and the federal/local share breakdown requirements also vary.

Please refer to the program-specific application guide to determine the allowable/unallowable costs, the maximum amount of federal funds that can be requested, and the federal/local share requirements for the COPS Office program for which your agency is applying (see <http://www.cops.usdoj.gov/Default.asp?Item=46>). To assist you, sample Budget Detail Worksheets are included in each application guide.

Please complete each section of the Budget Detail Worksheets applicable to the program for which you are applying (see <http://www.cops.usdoj.gov/Default.asp?Item=46> for requirements). If you are not requesting anything under a particular budget category, please check the appropriate box in that category indicating that no positions or items are requested.

Final calculations will be rounded to the nearest whole dollar. Once the budget for your proposal has been completed, a budget summary page will reflect the total amounts requested in each category, the total project costs, and the total federal and local shares.

If you need assistance in completing the Budget Detail Worksheets, please call the COPS Office Response Center at 800-421-6770.

## SECTION 14A: BUDGET DETAIL WORKSHEETS

Item # 19

Instructions: This worksheet will assist your agency in reporting your agency's current entry-level salary and benefits and identifying the total salary and benefits request per officer position for the length of the grant term. Please list the current entry-level base salary and fringe benefits rounded to the nearest whole dollar for one full-time sworn officer position within your agency. Do not include employee contributions. (Please refer to <http://www.cops.usdoj.gov/Default.asp?Item=46> for information on the length of the grant term for the program under which you are applying.)

Special note regarding sworn officer fringe benefits: For agencies that do not include fringe benefits as part of the base salary costs and typically calculate these separately, the allowable expenditures may be included under Part 1, Section B. Any fringe benefits that are already included as part of the agency's base salary (Part 1, Section A of the Sworn Officer Budget Worksheet) should not also be included in the separate fringe listing (Part 1, Section B). Please refer to <http://www.cops.usdoj.gov/Default.asp?Item=46> for information about allowable and unallowable fringe benefits for sworn officer positions requested under the program to which your agency is applying.

**A. SWORN OFFICER POSITIONS**

**Full-Time Entry-Level Sworn Officer Base Salary Information**

Part 1: Instructions: Please complete the questions below based on your agency's entry-level salary and benefits package for one locally-funded officer position. As applicable per the program-specific application guide, you may also be required to project Year 2 and Year 3 salaries.

Sworn Officer Position

**A. Base Salary Information**

**Year 1 Salary**

Enter the first year entry-level base salary for one sworn officer position.

33426.00

**Year 2 Salary**

Enter the second year entry-level base salary for one sworn officer position.

40872.00

**Year 3 Salary**

Enter the third year entry-level base salary for one sworn officer position.

42523.00

Yes  Does the base salary include Vacation costs? Please select Yes or No.

Yes  Does the base salary include Vacation costs? Please select Yes or No.

No  Does the base salary include Vacation costs? Please select Yes or No.

Yes  Does the base salary include Sick Leave costs? Please select Yes or No.

Yes  Does the base salary include Sick Leave costs? Please select Yes or No.

No  Does the base salary include Sick Leave costs? Please select Yes or No.

**B. Fringe Benefit costs should be calculated for each year of the grant term.**

**FRINGE BENEFITS:**

**Year 1 Fringe Benefits**

**Year 2 Fringe Benefits**

**Year 3 Fringe Benefits**

	Year 1 Fringe Benefits		Year 2 Fringe Benefits		Year 3 Fringe Benefits	
	COST BASE	% OF SALARY	COST BASE	% OF SALARY	COST BASE	% OF SALARY
Social security expenses <input type="checkbox"/> Exempt <input checked="" type="checkbox"/> 6.2% <input type="checkbox"/> Fixed Rate cannot exceed 6.2%	2072.41	6.2	2534.06	6.2	2636.43	6.2
Medicare expenses cannot exceed 1.45% <input type="checkbox"/> Exempt <input checked="" type="checkbox"/> 1.45% <input type="checkbox"/> Fixed Rate	484.68	1.45	592.64	1.45	616.58	1.45
Health Insurance (Family Coverage)	12108.00	36.22	12108.00	29.62	12108.00	28.47
Life Insurance	6.00	0.02	6.00	0.01	5.68	0.01
Vacation Number of Hours Annually: 0	0	0.00	0	0.00	0	0.00
Sick Leave Number of Hours Annually: 0	0	0.00	0	0.00	0	0.00
Retirement	2390.00	7.15	2922.00	7.15	3040.00	7.15
Worker's Compensation <input type="checkbox"/> Exempt	1136.00	3.40	1389.00	3.40	1445.00	3.40
Unemployment Insurance <input type="checkbox"/> Exempt	0	0.00	0	0.00	0	0.00
Other 401K Plan	1671.00	5.00	2044.00	5.00	2126.00	5.00
Other Dental Insurance	544.00	1.63	544.00	1.33	544.00	1.28
Other Select One	0	0.00	0	0.00	0	0.00
<b>Benefits Sub-Total Per Year (1 Position)</b>	<b>20412.09</b>		<b>22139.70</b>		<b>22521.69</b>	
<b>C. Total Salary + Benefits Per Year (1 Position)</b>	<b>53838.09</b>		<b>63011.70</b>		<b>65044.69</b>	

Item # 19

**D. Total Salary and Benefits for Years 1, 2, and 3 (1 Position):**

X  # of Positions

**SALARY DETAILS**

**Part 2 : Sworn Officer Salary Information**

1. If your agency's second or third-year costs for salaries and/or fringe benefits increase after the first year, check the reasons(s) why in the space below. If these costs do not increase, please select "Not Applicable".

- Cost of Living Adjustment (COLA)
- Step Raises
- Change in Benefit Costs
- Not Applicable

**Part 3: Federal/Local Share Costs (for Hiring Grants)**

As part of the local matching requirement for the 2016 COPS Hiring Program, grantees must assume a progressively larger share of the cost of the grant with local funds over the three-year grant period. This means that your local match must increase each year, while the federal share must decrease.

Total Salary and Benefits for year 1, 2, & 3 (all positions):

Total Federal Share:

Total Federal Percentage:

Total local share required:

Total Local Percentage:

Please project in the chart below how your agency plans to assume a progressively larger share of the grant costs during each year of the program. The chart is only a projection of your plans; while your agency may deviate from these specific projections during the grant period, it must still ensure that the federal share decreases and the local share increases. For more details on local matching requirements for this program, please refer to <http://www.cops.usdoj.gov/Default.asp?Item=46>.

**Please use the Recalculate button below after any changes to the benefit table above before moving forward.**

Percent of the "Total Local Share Required" your agency plans to assume in Year 1

Percent of the "Total Local Share Required" your agency plans to assume in Year 2

Percent of the "Total Local Share Required" your agency plans to assume in Year 3

Percent Total

Federal Share Year 1

Federal Share Year 2

Federal Share Year 3

Federal Total

Local Share Year 1

Local Share Year 2

Local Share Year 3

Local Total

**S. BUDGET SUMMARY**

Instructions: Please review the category totals and the total project costs below. If the category totals and project amounts shown are correct, please continue with the submission of your application. Should you need to make revisions to a budget category, please return to the Budget Detail Worksheet.

Section

Budget Category	Category Total	
<b>A. Sworn Officer Positions</b>	\$727577.92	
<b>B. Non-Sworn Personnel</b>	\$0.00	
<b>C. Equipment &amp; Technology</b>	\$0.00	
<b>D. Supplies</b>	\$0.00	
<b>E. Travel &amp; Training</b>	\$0.00	
<b>F. Contracts &amp; Consultants</b>	\$0.00	
<b>G. Other Costs</b>	\$0.00	
<b>H. Indirect Costs</b>	\$0.00	

Item # 19

<b>Total Project Amount:</b>	\$727577.92	
<b>Total Federal Share Amount:</b> (Total Project Amount X Federal Share Percentage Allowable)	\$500000.00	68.721162%
<b>Total Local Share Amount(if applicable):</b> (Total Project Amount - Total Federal Share Amount)	\$227577.92	31.278838%

If your application is funded, but for a reduced number of officer positions, the percentage of the local share provided above will be applied to the total project cost of the awarded officers.

#### Waiver of Local Match

The COPS Office may waive some or all of a grantee's local match requirement based on severe fiscal distress. During the application review process, your agency's waiver request will be evaluated based on the availability of funding, a demonstration of severe fiscal distress as reflected through the fiscal health data in section 7 of this application, and a comparison of your fiscal health data with that of the overall applicant pool.

Q1: Are you requesting a waiver of the local match based on severe fiscal distress?

No ▾

#### Contact Information for Budget Questions

Please provide contact information of the financial official that the COPS Office may contact with questions related to your budget submission.

First Name:

Rhonda

Last Name:

Conner

Title:

Planning/Research

Telephone Number:

252-329-4340

Fax:

252-329-4792

Email Address:

rconner@greenvillen

## SECTION 15A: ASSURANCES

Several provisions of federal law and policy apply to all grant and cooperative agreement programs. The Office of Community Oriented Policing Services ("COPS Office") needs to secure your assurance that the applicant will comply with these provisions. If you would like further information about any of these assurances, please contact your state's COPS Office Grant Program Specialist at 800-421-6770.

By signing this form, the applicant assures that it will comply with all legal and administrative requirements that govern the applicant for acceptance and use of federal award funds. In particular, the applicant assures us of the following:

1. It has been legally and officially authorized by the appropriate governing body (for example, mayor or city council) to apply for this grant or cooperative agreement and that the persons signing the application and these assurances on its behalf are authorized to do so and to act on its behalf with respect to any issues that may arise during processing of this application.
2. It will comply with the provisions of federal law, which limit certain political activities of employees whose principal employment is in connection with an activity financed in whole or in part with this grant or cooperative agreement. These restrictions are set forth in 5 U.S.C. § 1501, et seq.
3. It will comply with the minimum wage and maximum hours provisions of the Fair Labor Standards Act (29 U.S.C. § 201, et seq.), if applicable.
4. It will establish safeguards, if it has not done so already, to prohibit employees from using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties. In addition, it will disclose (in writing) to the COPS Office any potential conflict of interest arising during the course of performance of the grant or cooperative agreement award and also will require such written disclosures by any subrecipients.
5. As required by 42 U.S.C. § 3796dd-6, it will give the U.S. Department of Justice or the Comptroller General access to and the right to examine records and documents related to the award.
6. It will comply with all requirements imposed by the U.S. Department of Justice as a condition or administrative requirement of the grant or cooperative agreement, including but not limited to: the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101 ; 48 C.F.R. Part 31 (FAR Part 31) (Contract Cost Principles and Procedures); the applicable provisions of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 28 C.F.R. Part 38 (Equal Treatment for Faith-Based Organizations); the applicable COPS application guide; the applicable COPS grant owner's manual or award owner's manual; and with all other applicable program requirements, laws, orders, or regulations.
7. As required by 42 U.S.C. § 3796dd-1(c)(11), it will, to the extent practicable and consistent with applicable law, seek, recruit and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions in the agency.
8. It will not (and will require any subgrantees, contractors, successors, transferees, and assignees not to), on the grounds of race, color, religion, national origin, sex, disability, or age, unlawfully exclude any person from participation in, deny the benefits of or employment to any person, or subject any person to discrimination in connection with any programs or activities funded in whole or in part with federal funds. These civil rights requirements are found in the non-discrimination provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Omnibus Crime Control and Safe Streets Act of 1968, as amended (42 U.S.C. § 3789d); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); the Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.); Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681, et seq.); and the corresponding U.S. Department of Justice regulations implementing those statutes at 28 C.F.R. Part 42 (subparts C, D, E, G, and I). It will also comply with Executive Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Procedures; and Executive Order 13762,

Partnerships With Faith-Based and Other Neighborhood Organizations; and the U.S. Department of Justice implementing regulations at 28 C.F.R. Part 38.

A. In the event that any court or administrative agency makes a finding of discrimination on grounds of race, color, religion, national origin, gender, disability or age against the applicant after a due process hearing, it agrees to forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, D.C. 20531.

B. It will comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan (28 C.F.R. Part 42 subpart E). The requirements are as follows: If your organization has fewer than fifty employees or receives an award of less than \$25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf. If your organization is a government agency or private business and receives an award of \$25,000 or more, but less than \$500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf. If your organization is a government agency or private business and has received an award for \$500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at http://www.ojp.usdoj.gov/about/ocr/eeop.htm. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf. To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at EEOsubmission@usdoj.gov.

9. Pursuant to U.S. Department of Justice guidelines (June 18, 2002 Federal Register (Volume 67, Number 117, pages 41455-41472)), under Title VI of the Civil Rights Act of 1964, it will ensure meaningful access to its programs and activities by persons with limited English proficiency.

10. It will ensure that any facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency' (EPA) list of Violating Facilities and that it will notify us if advised by the EPA that a facility to be used in this grant is under consideration for such listing by the EPA.

11. If the applicant's state has established a review and comment procedure under Executive Order 12372 and has selected this program for review, it has made this application available for review by the state Single Point of Contact.

12. It will submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget for clearance under the Paperwork Reduction Act of 1995 if required.

13. It will comply with the Human Subjects Research Risk Protections requirements of 28 C.F.R. Part 46 if any part of the funded project contains non-exempt research or statistical activities which involve human subjects and also with 28 C.F.R. Part 22, requiring the safeguarding of individually identifiable information collected from research participants.

14. Pursuant to Executive Order 13043, it will enforce on-the-job seat belt policies and programs for employees when operating agency-owned - or - rented or personally-owned vehicles.

15. As required by 42 U.S.C. § 3796dd-3(a), it will not use COPS Office funds to supplant (replace) state, local, or Bureau of Indian Affairs funds that otherwise would be made available for the purposes of this grant, as applicable.

16. If the awarded grant contains a retention requirement, it will retain the increased officer staffing level or the increased officer redeployment level, as applicable, with state or local funds for a minimum of 12 months following expiration of the grant period.

17. It will not use any federal funding directly or indirectly to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law ratification, policy or appropriation whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy or appropriation as set forth in the Anti-Lobby Act, 18 U.S.C. § 1913.

18. In the event that a portion of grant reimbursements are seized to pay off delinquent federal debts through the Treasury Offset Program or other debt collection process, it agrees to increase the nonfederal share (or, if the awarded grant does not contain a cost sharing requirement, contribute a nonfederal share) equal to the amount seized in order to fully implement the grant project.

False statements or claims made in connection with COPS Office grants or cooperative agreements may result in fines, imprisonment, debarment from participating in federal grants or contracts, and/or any other remedy available by law.

I certify that the assurances provided are true and accurate to the best of my knowledge.

Elections or other selections of new officials will not relieve the awardee of its obligations under this award.

**Signature of Law Enforcement Executive/Agency Executive (For your electronic signature, please type in your name) Mark Holtzman**

**Date:**

**Signature of Government Executive/Financial Official (For your electronic signature, please type in your name) Barbara Lipscomb**

**Date:**

## SECTION 15B: CERTIFICATIONS

### Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Federal Taxes and Assessments; Drug-Free Workplace Requirements; and Coordination with Affected Agencies.

Although the U.S. Department of Justice has made every effort to simplify the application process, other provisions of federal law require us to seek your agency's certification regarding certain matters. Applicants should carefully review the statutes and regulations cited below and the instructions for certification to understand the requirements and whether they apply to a particular applicant. Signing this form complies with the certification and notice requirements under 28 C.F.R. Part 69 "New Restrictions on Lobbying"; 2 C.F.R. Part 2867 "Nonprocurement Debarment and Suspension"; 2 C.F.R. Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"; the general provisions in the applicable Appropriations Act; 28 C.F.R. Part 83 "Government-Wide Requirements for Drug-Free Workplace (Grants)"; and the Public Safety Partnership and Community Policing Act of 1994. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice determines to award the covered grant.

Item # 19

**1. Lobbying**

As required by 31 U.S.C. § 1352, implemented at 28 C.F.R. Part 69, for persons entering into a grant or cooperative agreement over \$100,000, and 2 C.F.R. § 200.450 as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101, the applicant certifies to the following:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant; the entering into of any cooperative agreement; or the extension, continuation, renewal, amendment or modification of any federal grant or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- C. If applicant is a nonprofit organization or an institution of higher education, it will comply with the additional lobbying restrictions set forth in 2 C.F.R. § 200.450(c) as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101.
- D. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**2. Debarment, Suspension and Other Responsibility Matters (Direct Recipient)**

Pursuant to Executive Order 12549, Debarment and Suspension, as implemented at 2 C.F.R. Part 2867, for prospective participants in primary covered transactions, as defined at 2 C.F.R. § 2867.20(a), and other requirements, the applicant certifies that it and its principals

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
- B. Have not within a three-year period preceding this application been convicted of a felony criminal violation under any federal law, or been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) or private agreement or transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (B) of this certification; and
- D. Have not within a three-year period preceding this application had one or more public transactions (federal, state or local) terminated for cause or default.

**3. Mandatory Disclosure**

Pursuant to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. § 200.113 as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101, the applicant certifies that it:

- A. Has not violated any federal criminal law involving fraud, bribery, or gratuity that may potentially affect the federal grant or cooperative agreement;
- B. Shall timely disclose in writing to the federal awarding agency or pass-through entity, as applicable, any violation of federal criminal law involving fraud, bribery, or gratuity that may potentially affect the federal grant or cooperative agreement; and
- C. Shall require that the language of this certification be included in the award documents for all subawards (including subgrants and cooperative agreements) and shall require all subrecipients certify and disclose accordingly.

**4. Federal Taxes and Assessments**

- A. If applicable, an applicant who receives an award in excess of \$5,000,000 certifies that, to the best of its knowledge and belief, the applicant has filed all federal tax returns required during the three years preceding the certification, has not been convicted of a criminal offense under the Internal Revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.
- B. The applicant certifies that it does not have any unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

**5. Drug-Free Workplace**

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. 8103), and implemented at 28 C.F.R. Part 83, for recipients (other than individuals), as defined at 28 C.F.R. § 83.660 –

- A. The applicant certifies that it will, or will continue to, provide a drug- free workplace by doing the following:
  - (i) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (ii) Establishing an on-going drug-free awareness program to inform employees about -
    - (a) the dangers of drug abuse in the workplace;
    - (b) the grantee's policy of maintaining a drug-free workplace;
    - (c) any available drug counseling, rehabilitation and employee assistance programs; and
    - (d) the penalties that may be imposed upon employees for drug-abuse violations occurring in the workplace;
  - (iii) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (i);
  - (iv) Notifying the employee in the statement required by paragraph (i) that, as a condition of employment under the grant, the employee will -
    - (a) abide by the terms of the statement; and
    - (b) notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
    - (v) Notifying the agency in writing within 10 calendar days after receiving notice under subparagraph (iv)(b) from an employee or otherwise receiving actual

Item # 19

notice of such conviction. Employers of convicted employees must provide notice, including position title, to: COPS Office, 145 N Street, N.W., Washington, D.C. 20530. Notice shall include the identification number(s) of each affected grant;

(vi) Taking one of the following actions within 30 calendar days of receiving notice under subparagraph (iv)(b) with respect to any employee who is so convicted –

(a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement or other appropriate agency;

(vii) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (i), (ii), (iii), (iv), (v), and (vi).

B. The applicant further certifies that it will identify all known workplaces under each COPS Office award, keep the identification documents on file, and make them available for inspection upon request by the U.S. Department of Justice officials or their designated representatives.

**6. Coordination**

As required by 42 U.S.C. § 3796dd-1(c)(5) of the Public Safety Partnership and Community Policing Act of 1994, applicants must certify that there has been appropriate coordination with all agencies that may be affected by the applicant's grant proposal if approved. Affected agencies may include, among others, the Office of the United States Attorney, state or local prosecutors, or correctional agencies. The applicant certifies that there has been appropriate coordination with all affected agencies.

Where the applicant is unable to certify to any of the statements in this Certifications form, he or she shall attach an explanation to this application regarding the particular statement that cannot be certified. Please check the box if an explanation is attached to this application. Please note that the applicant is still required to sign the Certifications form to certify to all the other applicable statements.

False statements or claims made in connection with COPS Office grants or cooperative agreements may result in fines, imprisonment, debarment from participating in federal grants or contracts, and/or any other remedy available by law.

I certify that the assurances provided are true and accurate to the best of my knowledge.

Elections or other selections of new officials will not relieve the grantee entity of its obligations under this grant.

**Signature of Law Enforcement Executive/Agency Executive (For your electronic signature, please type in your name) Mark Holtzman**

[Signature box]

**Date:**

[Date box]

**Signature of Government Executive/Financial Official (For your electronic signature, please type in your name) Barbara Lipscomb**

[Signature box]

**Date:**

[Date box]

**SECTION 16: DISCLOSURE OF LOBBYING ACTIVITIES**

**This section duplicates OMB's Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of a covered federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. § 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with a covered federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District number, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, U.S. Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in item 1 (e.g. Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFPD E-90-001."
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting registrant identified in item 4 to influence the covered federal action.  
(b) Enter the full name(s) of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB

Item # 19

control number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**Disclosure of Lobbying Activities**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. § 1352.

Not Applicable

**1. Type of Federal Action:**

- a. contract
- b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

**2. Status of Federal Action:**

- a. bid/offer/application
- b. initial award
- c. post-award

**3. Report Type:**

- a. initial filing
- b. material change

*For Material Change Only: If you select "b. material change" above, the following three fields are required.*

**4. Name and Address of Reporting Entity:**

- a. Prime
- b. Subawardee

Subawardee Tier, if known

Congressional District (number), if known:

**5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:**

Congressional District (number), if known:

**6. Federal Department/Agency:**

**7. Federal Program Name/Description:**

CFDA Number, if applicable:

**8. Federal Action Number, if known:**

**9. Award Amount, if known:**

**10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):**

10 b. Individuals Performing Services (including address if different from No.1 0a) (last name, first name, MI):

**11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.**

Typed Name:

Title:

Telephone Number:

DATE:

**Federal Use Only:**

Authorized for Local Reproduction, Standard Form - LLL

## **SECTION 17: CERTIFICATION OF REVIEW AND REPRESENTATION OF COMPLIANCE WITH REQUIREMENTS**

### **1) Federal Civil Rights and Grant Reviews:**

Please be advised that an application may not be funded and, if awarded, a hold may be placed on the award if it is deemed that the applicant is not in compliance with federal civil rights laws, and/or is not cooperating with an ongoing federal civil rights investigation, or is not cooperating with a U.S. Department of Justice grant review or audit.

### **2) Certification of Review of 28 C.F.R. Part 23/Criminal Intelligence Systems:**

*Please review the COPS Office application guide: Legal Requirements Section for additional information.*

Please check one of the following, as applicable to your agency's intended use of this grant:

- No, my agency will not use these COPS Office grant funds (if awarded) to operate an interjurisdictional criminal intelligence system.
- Yes, my agency will use these COPS Office grant funds (if awarded) to operate an interjurisdictional criminal intelligence system. By signing below, we assure that our agency will comply with the requirements of 28 C.F.R. Part 23.

### **3) Certification of Review and Representation of Compliance with Requirements:**

The signatures of the Law Enforcement Executive/Agency Executive, Government Executive/Financial Official, and the Person Submitting this Application on the Reviews and Certifications represent to the COPS Office that:

- a) the signatories have been legally and officially authorized by the appropriate governing body to submit this application and act on behalf of the grant applicant entity;
- b) the applicant will comply with all legal, administrative, and programmatic requirements that govern the applicant for acceptance and use of federal funds as outlined in the applicable COPS Office application guide, the COPS Office grant or award owner's manual, Assurances, Certifications and all other applicable program regulations, laws, orders, and circulars;
- c) the applicant understands that false statements or claims made in connection with COPS Office grant programs may result in fines, imprisonment, debarment from participating in federal grants, cooperative agreements, or contracts, or any other remedy available by law to the Federal Government;
- d) the information provided in this application, including any amendments, shall be treated as material representations of fact upon which reliance will be placed when the U.S. Department of Justice determines to award the covered grant;
- e) the applicant understands that as a general rule COPS Office funding may not be used for the same item or service funded through another funding source
- f) the applicant and any required or identified official partner(s) listed in section 12 are partners in this grant project and mutually agreed to this partnership prior to this grant application.

*The signatures of the Law Enforcement Executive/Agency Executive and the Government Executive/Financial Official on this application must be the same as those identified in Section 4 of this application. Applications with missing, incomplete, or inaccurate signatories or responses may not be considered for funding.*

**Signature of Law Enforcement Executive/Agency Executive (For your electronic signature, please type in your name) Mark Holtzman**

Date:

Item # 19

**Signature of Government Executive/Financial Official (For your electronic signature, please type in your name) Barbara Lipscomb**

**Date:**

**Signature of Person Submitting This Application (For your electronic signature, please type in your name)**

**Date:**

By clicking this box, the applicant understands that the use of typed names in this grant application and the required grant forms, including the Assurances and Certifications, constitute electronic signatures and that the electronic signatures are the legal equivalent of handwritten signatures.



# City of Greenville, North Carolina

Meeting Date: 6/6/2016  
Time: 6:00 PM

---

**Title of Item:** Potential Amendments to City Council Meeting Schedule

**Explanation:** **Abstract:** Staff is requesting that City Council consider two changes to the 2016 City Council meeting schedule. One is the addition of a workshop in August to discuss watershed master plans, and the second change is the rescheduling or cancelling of the October 13 City Council meeting.

**Explanation:** Due to the complexity of the subject and the amount of time anticipated for presentation and discussion, staff is asking that a Council workshop be scheduled in August to discuss watershed master plans.

Additionally, a home ECU football game is scheduled for Thursday, October 13. When conflicts have arisen with home ECU football games in the past, City Council has traditionally cancelled or rescheduled their meetings. The City Clerk's Office has already polled Council about cancelling the October 13 meeting or moving it to October 17 or October 20.

**Fiscal Note:** No cost associated with amending the meeting schedule.

**Recommendation:** Consider scheduling a stormwater workshop in August and either moving or cancelling the October 13 City Council meeting.

---

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

Attachments / [click to download](#)

---