



Agenda

Greenville City Council

June 5, 2017
6:00 PM
City Council Chambers
200 West Fifth Street

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I. Call Meeting To Order

II. Invocation - Council Member Mercer

III. Pledge of Allegiance

IV. Roll Call

V. Approval of Agenda

- **Public Comment Period**

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

VI. Special Recognitions

- New Sister Cities Agreement with Yeonsu-gu of Incheon, South Korea

VII. Consent Agenda

1. Minutes from City Council Workshops held on April 18 and August 25, 2016 and from regular City Council meetings held on February 9, April 19, and April 24, 2017
2. Resolution Amending the Assignment of Classes to Salary Grades and Ranges

3. Status update on FEMA Reimbursement from Hurricane Matthew
4. Various tax refunds greater than \$100
5. Ordinance and Reimbursement Resolution Amending Greenville Utilities Commission's FY 2016-17 Budget and various capital projects budgets
6. Budget Ordinance Amendment #8 to the 2016-2017 City of Greenville budget (Ordinance #16-036), Public Works Capital Projects Fund (Ordinance #17-024), Recreation & Parks Capital Projects Fund (Ordinance #17-024), Special Revenue Grants Fund (Ordinance #11-003), Facility Improvement Fund (Ordinance #16-036), and Stormwater Utility Fund (Ordinance #16-036)

VIII. New Business

Public Hearings

7. Public hearing on proposed Fiscal Year 2017-18 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

8. Presentations by Boards and Commissions:
 - a. Neighborhood Advisory Board
9. East Carolina University Campus Law Enforcement Agency Extended Jurisdiction Agreement and Cooperation Agreements for Mutual Assistance with East Carolina University Police Department
10. Contract Negotiations for Golf Management Agreement
11. Request to utilize Federal and State Asset Forfeiture Funds to purchase various equipment for the Police Department
12. Dormitory-Style Student Housing - Approach to Public Input and Solicitation for Consultant
13. Amended Expenditures from North Carolina Department of Commerce Downtown Revitalization Grant Funds
14. Proposed Jobs Creation Grant Program

- IX. Review of June 8, 2017 City Council Agenda**
- X. City Manager's Report**
- XI. Comments from Mayor and City Council**
- XII. Adjournment**



City of Greenville, North Carolina

Meeting Date: 6/5/2017
Time: 6:00 PM

Title of Item: Minutes from City Council Workshops held on April 18 and August 25, 2016 and from regular City Council meetings held on February 9, April 19, and April 24, 2017

Explanation: Proposed minutes from City Council Workshops held on April 18 and August 25, 2016 and from regular City Council meetings held on February 9, April 19, and April 24, 2017 are presented for review and approval.

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

Recommendation: Review and approve proposed minutes from City Council Workshops held on April 18 and August 25, 2016 and from regular City Council meetings held on February 9, April 19, and April 24, 2017

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

Attachments / click to download

- [Proposed_Minutes_for_Monday_April_18_2016_City_Council_Meeting_1052515](#)
- [Proposed_Minutes_of_August_25_2016_Watershed_Workshop_1048857](#)
- [Proposed_Minutes_of_the_February_9_2017_City_Council_Meeting_1051438](#)
- [Proposed_Minutes_of_the_April_19_2017_Special_City_Council_Meeting_1051439](#)
- [Proposed_Minutes_For_the_Monday_April_24_2017_City_Council_Meeting_1052514](#)

PROPOSED MINUTES
BUDGET WORKSHOP OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
MONDAY, APRIL 18, 2016



Having been properly advertised, the Greenville City Council held a budget workshop on Monday, April 18, 2016 in Conference Room 337, located on the third floor at City Hall, with Mayor Allen M. Thomas presiding. Mayor Thomas called the meeting to order at 6:10 p.m.

Those Present:

Mayor Allen M. Thomas; Mayor Pro-Tem Kandie D. Smith (arrived at the meeting at 6:30 p.m.); Council Member McLean Godley; Council Member Rick Smiley; Council Member P. J. Connelly; and Council Member Calvin R. Mercer

Those Absent:

Council Member Rose H. Glover

Also Present:

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

APPROVAL OF THE AGENDA

Motion was made by Council Member Smiley and seconded by Council Member Godley to approve the agenda. Motion carried unanimously.

PUBLIC COMMENT PERIOD

Greg Gauss – 2005 Carey Court, Winterville, NC

Mr. Gauss made comments about proposed budget cuts of 5% or more that he read about in *The Daily Reflector*. The City should continue to fund the arts and to look at investing in things other than its employees such as programs that actually will put investment back into the community. People should be given a reason to come to Greenville.

Ryan Beeson – 108 North Summit Street, Greenville, NC

Mr. Beeson made comments about the budget proposal for \$42,000 toward security cameras in the University neighborhood area. Having them strategically placed throughout that area would help the City to tackle crime better after its occurrence and to discourage it to take place in the future.



Mr. Beeson stated that a weekend ago, three people approached him and demanded that he give them his cellphone. Fortunately, he made plans to meet his friends at a specific location and they arrived in time to deter those people from committing a crime. With the cameras, the City is sending the message that student lives and safety matter and there is an interest in keeping students in Greenville for the long term. He is supportive of continued measures to improve the campus area.

CAPITAL IMPROVEMENT PROJECTS AND FACILITIES IMPROVEMENT PROJECTS

Capital Improvement Projects

Assistant City Manager Michael Cowin summarized the proposed Capital Improvement Projects (CIP) and Facilities Improvement Plan (FIP) budget for the next two years. The overall funding of the \$36,345,409 worth of projects is as follows:

**GREENVILLE CITY COUNCIL BUDGET WORKSHOP
CAPITAL IMPROVEMENT AND FACILITIES IMPROVEMENT**

	FY 2016-17	FY 2017-18	Total
General Fund	\$ 3,734,000	\$ 3,734,000	\$ 7,468,000
Other One Time Funding	3,123,419	1,250,000	4,373,419
Powell Bill Fund	525,000	525,000	1,050,000
Town Creek Culvert Project	7,332,995	7,332,995	14,665,990
G.O. Bonds	4,620,000	3,000,000	7,620,000
Grant Funds	628,000	-	628,000
Sanitation Fund	200,000	150,000	350,000
Stormwater Fund	110,000	80,000	190,000
Total	\$ 20,273,414	\$ 16,071,995	\$ 36,345,409

Assistant City Manager Cowin stated that in the General Fund, there are capital project dollars of \$2,144,000 for fiscal year (FY) 2016-2017 and \$2,092,000 for FY 2017-2018. That is a total of \$4,236,000. The Facilities Improvement Plan averages about \$1.6 million each fiscal year totaling \$3,232,000 for the two-year period.

Assistant City Manager Cowin stated that staff is projecting some one-time dollars to roll through the City's operations that can be dedicated to capital projects over the next two years. In the General Fund, there is the possibility of \$1,500,000 in FY 2016-2017 and \$1,250,000 potentially in FY 2017-2018. The City of Greenville already appropriated \$1,623,419 in the Capital Reserve Fund, dedicated to capital projects. The City is expecting to receive \$1.5 million from the sale of the Police/Fire Parking lot in the fall of 2017. In the Capital Reserve Fund, the City appropriated \$1,501,266 towards the Sidewalk Project as well as \$122,153 appropriated for a land acquisition. That is a total of \$3,123,419 in one-time revenues projected for 2016-2017.



The projects funded for 2016-2017 would include the Sidewalk Project on Dickinson Avenue at \$1,961,266, the purchase of the Imperial Warehouse Site at \$1,040,000 and then the land acquisition dedicated to a park on the Westside corridor at \$122,153.

Assistant City Manager Cowin stated that in 2017-2018, hopefully, after the City has purchased, refurbished, and developed the Imperial site, the City could sell the land to a potential commercial developer for at least \$1,250,000. In this scenario, that \$1,250,000 would be used to fund the Town Common project.

Assistant City Manager Cowin explained that the CIP have been broken down in three components over a two-year period: 1) existing projects totaling \$30,374,472, 2) new projects totaling \$543,937, and 3) departmental requests totaling \$2,195,000. The existing projects are funded from a whole host of different funding sources and the largest of those projects is the Town Creek Culvert. A majority of the engineering costs is done on that and construction will begin in October 2017. That is a \$15 million project over a two-year period with the majority of the funding coming through the interest free loan as well some dollars through the GUC. There is approximately \$3.5 million for each year totaling \$7 million for roads. \$1,950,000 is from the bond for the West Fifth Streetscape. The cost of the Town Common Renovation over a two-year period is \$1,870,000, which includes an appropriation of \$1,250,000 contingent on the sale of the Imperial site.

Assistant City Manager Cowin summarized the funding for the following CIP existing projects:

GREENVILLE CITY COUNCIL BUDGET WORKSHOP
CAPITAL IMPROVEMENT PROJECTS (CIP)
EXISTING PROJECTS

Project	FY 2016-17	FY 2017-18	Total
Town Creek Culvert	\$ 7,332,995	\$ 7,332,995	\$ 14,665,990
Street Resurfacing	3,500,000	3,500,000	7,000,000
Sidewalk Project- Dickinson Avenue	1,961,266	-	1,961,266
West Fifth Streetscape	1,950,000	-	1,950,000
Town Common Renovation	159,183	1,711,033	1,870,216
Purchase of Imperial Center Site	1,040,000	-	1,040,000
Sidewalk Construction	503,000	500,000	1,003,000
South Greenville Athletic Fields	365,000	-	365,000
Tar River Legacy Plan Implementation	100,000	219,000	319,000
Street Light Improvements	100,000	100,000	200,000
Total	17,011,444	13,363,028	30,374,472

Approximately \$1.25 Million of Year Two Appropriation Towards the Town Common Renovation is Contingent on Sale of Imperial Site

Assistant City Manager Cowin stated that the CIP new projects include a) \$500,00 for the Westside Park (land and development), which will be funded with a combination of dollars



currently in the Capital Reserve Fund, and b) \$43,937 for the East Carolina Neighborhood Area Cameras.

Assistant City Manager Cowin gave information about the City departmental requests, stating that these projects are funded primarily from the General Fund. The City has approximately \$2,195,000 worth of projects for the next two years. They come from the areas of technology, public safety, public works, and community development.

Information Technology

Information Technology Director Rex Wilder explained that upgrades and expansion of the Ethernet routing and switching components are required. The City is replacing one core switch in FY 2016-2017 and another one in FY 2017-2018 due to redundancy built here as well as at Fire Station #6. The data backup recovery grows and there are a lot more things to retain, so more storage is needed for that backup. \$90,000 is part of the main system that backs up all those components. The \$35,000 is for storage space. Staff will also be looking at the Cloud base and will prepare a report and present the cost to the City Council.

Fire Rescue

Chief of Fire/Rescue Eric Griffin explained that \$250,000 is appropriated to extend Fire Station #2 on Hemby Lane. Presently, two ambulances run out of Fire Station #2, but it was designed to have one ambulance. So, the Fire Department is having to put one outside and the extension will help to house both ambulances.

Mayor Thomas stated that there is a stop light at the end of Hemby Lane and Arlington Boulevard and that is a dangerous area. Mayor Thomas asked was there any intent to activate the stop light.

Public Works Director Kevin Mulligan responded he feels that the warrants will be met there because Hemby Lane is not the busiest street, but staff will investigate a need to activate the stop light.

Mayor Thomas stated that there is a lot of cut-through traffic from that area to the hospital.

Police Department

Chief of Police Mark Holtzman explained that the request for additional police cars is to add more fleet. With the use of the gun violence grant, the Greenville Police Department will have additional officers on the street and they will be driving in pairs. The electronic storage for body cameras is \$50,000 for two \$25,000 servers. It will expand GPD's storage capabilities and will give a backup system for all that body wearing video, evidence, and pictures.

Director Wilder explained that the \$80,000 is for an upgrade. The IBM Message Switch Servers for mobiles and CAD is how the information is routed from the dispatcher to the patrol officers.



Council Member Smiley asked is the \$100,000 the full cost of purchase and fit out of the two cars. He also asked why wouldn't that be purchased by the Vehicle Replacement Fund and then rented for 5-7 years.

Chief Holtzman responded that is correct. It needs to be purchased up front and then added and then pay the rent back over the life of the vehicles. So, that money is in the fund 7-10 years from now when they need replacing.

Council Member Smiley stated that in the past, the City purchased new vehicles directly from the Vehicle Replacement Fund without putting capital into it.

Director Mulligan stated that was done for two side loaders when the City first started the Sanitation backyard pickup plan.

Public Works

Public Works Director Kevin Mulligan explained that the first appropriation of \$200,000 in FY 2017-2018 is for the replacement of the traffic signal mast arm poles at two intersections in the uptown area. \$25,000 for FY 2017-2018 will cover requests for the installation of speed bumps (traffic calming). A two-year total of \$70,000 is appropriated for those public parking lots in need of heavy surfacing. Greenville Boulevard is almost completed and the next two phases of traffic signal progression are Arlington Boulevard and Memorial Drive. The cemetery enhancement request is to change and upgrade the entrance of the Brown Hill Cemetery. The appropriations are \$30,000 for FY 2016-2017 and \$50,000 for FY 2017-2018.

Director Mulligan stated that the Public Works Department currently has eight knuckle boom trucks, and there are seven routes of yard waste collected every Monday, Tuesday, Thursday, and Friday as well as bulk. There is one bulk truck. Typically, there are one or two trucks in the shop. Therefore, \$200,000 has been allocated out of the Sanitation Fund to expand the knuckle boom fleet. What is unique about the garbage truck request is that it is a dual hopper and the Department is looking to have that in 2017-2018 as the backyard service goes away, staff is looking to have this so that our special services can be picked up by one truck. Right now two rear loaders and four people are being used for about 500 services. Staff feels that all 500 in a week can be done with one truck and two people. Storm drainage maintenance improvements are fairly infrastructure.

Community Development

Assistant City Manager Cowin stated that this department has \$295,000 appropriated for the renovation of the Uptown Theatre, including 2004 bond proceeds in the amount of \$170,000 and grant funding for the additional \$125,000.

Facilities Improvement Projects (FIP)

Assistant City Manager Cowin stated that the FIP are broken down between the Public Works Department and the Recreation and Parks Department. Director Mulligan will give



some background on where the City has been with the FIP program, its purpose, and how it is used to take care of the City's deferred maintenance.

Director Mulligan stated that the FIP is an asset management plan for the City's buildings, facilities, parking lots and deck, and parks. The total value of the City's buildings and facilities is over \$74 million. The total square footage of the building space maintained by the City is about 620,000 square feet. There are 69 buildings and facilities. The Public Works Department maintains approximately 415,000 square feet (35 buildings/facilities), and the Recreation and Parks Department is responsible for the remaining 205,000 square feet (34 buildings/facilities).

Director Mulligan stated that some preventive maintenance that is done by the City includes facility inspections, placing ceiling tiles, roof drains, mechanical stuff, fire extinguishers inspection, and others. Some predictive or proactive maintenance are scheduled roof replacement, air handling unit replacement, heaters, boilers and some wide asset inventory. Contractors perform over 90% of the fencing and permanent roofing upgrade and approximately 50% of mechanical repairs (fuel, relays, control systems). City staff performs 60% - 75% of the other trades work orders (electrical, plumbing, and carpentry).

Director Mulligan explained the need for the 10-year facilities maintenance plan, stating that the City's 10-year plan in 2015 was about \$16 million. The asset inventory was done, and staff inspected all the City's facilities and buildings and came up with a life for each asset, where it is in that life cycle, and what would be the cost to replace each asset. One of the goals is to minimize the more expensive repairs. If the City is maintaining instead of replacing certainly it saves a lot of money and eliminates surprise. Emergency equals to surprise and that equals to a lot of extra money.

Director Mulligan summarized the steps to developing the 10-year plan: 1) included all of the existing City buildings and facilities in the plan, 2) completed the facilities inventory, 3) established the life expectancy (inventory components), 4) developed a list of the major maintenance/repair needs, 5) established a timeline for maintenance projects, and 6) developed the report, plan and budgetary estimates. The plan's report includes the existing city maintained buildings and facilities and provides inventory of all the existing city building assets. Additionally, the report shows a listing of all the major maintenance, repair, and renewal projects greater than \$5,000 and a summary of the projected costs through 2016-2025.

Director Mulligan explained the impact the 10-year facilities maintenance plan has on the budget. The facilities funding required for the 10-Year Plan was approximately \$1.6 million per year (10-year average). If everything was done, it would be about \$4 million each year. \$1 million usually was provided for in capital, \$600,000 was equal to a penny, and that penny was put in the taxes so that the City could do the FIP. Staff tried to proportionate it based on the square footage, but really staff tried whatever the most pressing priority is and staff is following the 10-year old plan that was submitted in 2015.



Parks Superintendent Dean Foy summarized some of the FIP for fiscal year 2016-2017. In 2005 or 2006, the City actually became the owner of the GAFC building. Regarding the request for interior plumbing renovation (\$152,000) at the GAFC, the Recreation and Parks Department personnel makes many service calls for water leaks. There is no cutoff valves throughout the building; therefore, if there is a small leak somewhere the entire water system is turned off to make that repair. A new challenge is the rest of the ECVC building is now being leased for a charter school. The problem is the two water meters feed directly into the charter school's parts of the building and then it is piped over to the GAFC, and the utilities must be separated. As part of the interior plumbing renovation, the department will set a new water meter that will separate the City's building from theirs.

Superintendent Foy stated that playground units (\$75,000 each) are being placed at two parks, Hillsdale and West Haven. These two units have reached the end of their useful service life and replacement parts for them are no longer available. As part of the interior plumbing renovation, the pool will be resurfaced at the GAFC (\$48,000). At the shallow end of the pool, rust colored stains have been noted as a deficiency in the Center's health inspection for the past three years. It is at the discretion of the inspector whether that deficiency will be great enough to cause the GAFC to fail an inspection.

Superintendent Foy stated that six years ago the eight tennis courts at the River Birch Tennis Center were resurfaced. Ideally, they should be resurfaced every 4-6 years, and this resurfacing request is budgeted at \$45,000. River Birch is the City's main teaching and tournament facility so we want to keep those courts in good condition for both our teaching, programs and tournaments.

Superintendent Foy stated that the fence fabric and irrigation system will be replaced on the Jackie Robinson Baseball field (\$15,000). Some smaller projects are to reseal and stripe the Evans Park parking lot (\$30,000), four deteriorated tennis court will be demolished at Jaycee Park (\$28,000), irrigation repair is needed at the ballfield at Thomas Foreman Park (\$24,000) and at Hillsdale Park the shelter roof will be replaced (\$6,000).

City Manager Lipscomb asked whether the City is paying the full cost for separating the water meters at the GAFC.

Superintendent Foy responded that if the City was not going to do renovations and is only going to set a new water meter and separate the two water meters, the cost of the City's new meter would be roughly around \$13,500. They have a shutoff valve where it comes in the City's part of the building so they are going to shut off the valve, cap, and pipe and they are done. The City is having to pay the full cost.

Superintendent Ford summarized the following FY 2017-2018 Facilities Improvement Plan projects:



GREENVILLE CITY COUNCIL BUDGET WORKSHOP
FACILITIES IMPROVEMENT PLAN (FIP)
RECREATION AND PARKS

	FY 2017-18
Tennis Court Rebuild and Light Replacement (Evans Park)	\$ 340,000
Roof Replace, Parking Lot, Ballfield Irrigation (Jaycee Park)	244,000
Replace Roof (River Birch Tennis Center)	80,000
Roof replacement Section b and c (Eppes Recreation Center)	55,000
Paint facility interior and exterior (Guy Smith Stadium)	40,000
Replace Batting Cage Net / Fencing (Sports Connections)	40,000
HVAC Replacement (Greenfield Terrace)	15,000
Replace Shelter Roof (Peppermint Park)	13,000
Replace fencing (Westhaven Park)	12,000
Shelter Roof Replacement (Greensprings Park)	10,000
Replace HVAC (River Park North)	8,000
Total	\$ 857,000

City Manager Lipscomb asked if there was painting done at the Guy Smith Stadium about three years ago.

Superintendent Foy responded yes, but it was cosmetic and the whole complex needs to be painted and brought up to standards.

Mayor Pro-Tem Smith asked if this is the City's wish list or is this a listing of the things the City will be actually doing.

Director Mulligan responded that when staff first presented the Facilities Improvement Plan, these were 10-Year items recommended based on the importance of the item and its asset life.

Mayor Pro-Tem Smith asked who determines the importance of the item.

City Manager Lipsomb responded that the Recreation and Parks and Public Works Departments staff select the projects.

Director Mulligan summarized the following FY 2016-2017 and 2017-2018 Public Works Department FIP items:



GREENVILLE CITY COUNCIL BUDGET WORKSHOP
FACILITIES IMPROVEMENT PLAN (FIP)
PUBLIC WORKS

	<u>FY 2016-17</u>
Replace East Wing Elevator at City Hall	\$ 190,000
Replace Police Fire-Rescue Headquarters Roof	180,000
Paint interior of PWD Fleet and Administrative Buildings	100,000
Replace Gas Heaters at Fleet	77,000
Replace Roof at IGC Lessie Bass Building Building 1 (Old section)	75,000
Renovate Storage Building for Sweepers and Spreaders	75,000
Paint Walls at Municipal Building	65,000
Replace carpet at Firestations 4 and 5	50,000
Replace Roof of Firestation 2 and 5 and repair Station #4 Roof	50,000
Replace Roof at IGC Building 4 (Rectory)	40,000
Replace Tile Floor IGC Building 2 (School) multi-purpose room	40,000
Roof Coating on Barrel Roof of Facilities Management	15,000
Total	<u>\$ 957,000</u>

GREENVILLE CITY COUNCIL BUDGET WORKSHOP
FACILITIES IMPROVEMENT PLAN (FIP)
PUBLIC WORKS

	<u>FY 2017-18</u>
Resurface Parking Lot at Station # 4	\$ 100,000
Other Facility Projects Under Consideration	100,000
Upgrade Tire Rack at Fleet Maintenance	85,000
Public Works Lighting upgrade	75,000
Boiler and Furnace Upgrade at Police Fire-Rescue Headquarters	60,000
Renovate Salt Storage Facility at PWD	60,000
Homestead expansion design	50,000
Replace Hot Water Tank at Police Fire-Rescue Headquarters	50,000
Repair Metal Building at Greenwood	50,000
4th St. Parking Deck cleaning and Maintenance	40,000
Reseal Parking lots at Station 2 and 5	40,000
Paint interior of Firestation 2 and 5	20,000
Replace Roof at IGC Building 3 (Annex)	20,000
Replace HVAC at Building 1 (Lessie Bass)	15,000
Interior Lighting Upgrade at station 3 and 4	10,000
Caulk Expansion Joints at Firestation 2-6	10,000
Total	<u>\$ 785,000</u>

Director Mulligan gave information regarding other facility projects under consideration including an employee and health clinic, a joint City/County communications center, and various parking lot repairs. Some of the projects not funded are listed under FIP, but are actually FY 2017 CIP: 1) Emergency Apparatus Storage Building (\$350,000), Fire Station 1 Offices Renovation (\$65,000), and 3) Construct Animal Protective Services Kennel Facility



(\$200,000). The last one is the renovation of the Public Works Department entrance gates to enhance security, which is listed under the 2018 FIP.

HEALTH FUND/HEALTH CLINIC

Assistant City Manager Michael Cowin stated that presently, the City is looking at a \$3.8 million fund balance within the Health Fund. Included within that is the amount to carry out a large number of outstanding claims concerning the City employees at any given time.

Council Member Connelly asked whether the fund balance could be touched.

Assistant City Manager Cowin responded that once it gets into the fund, it is there and the City could use it for healthcare claims, but the City has control of the dollars that are contributing back to the employees.

Council Member Connelly stated that however, it would not be advisable to touch something that could be a necessity to pay off a bill.

Assistant City Manager Cowin stated that is correct.

Assistant City Manager Cowin stated that the overall contributions amount to the fund balance for the past two years is about \$12.3 million. That is a combination of the City's and its employees and retirees' contributions into the funds to cover the costs of the employees and any claims. The City is self-insured so this is on a claims basis.

GREENVILLE CITY COUNCIL BUDGET WORKSHOP
HEALTH FUND
PRIOR TWO YEAR REVENUES

	Actual		Projected	
	FY 2014-15	% Mix	FY 2015-16	% Mix
City Employer Contribution	8,394,660	68.0%	8,270,562	67.0%
City Employee Contribution	1,624,498	13.2%	1,581,867	12.8%
CVA Contributions	45,988	0.4%	50,426	0.4%
Library Contributions	177,134	1.4%	176,400	1.4%
Airport Contributions	158,947	1.3%	158,513	1.3%
Housing Authority Contributions	597,920	4.8%	567,805	4.6%
Retiree Contributions	1,094,678	8.9%	1,317,604	10.7%
Other Revenues	86	0.0%	33,041	0.3%
Insurance Company Refund / Reimb.	242,752	2.0%	188,442	1.5%
Appropriated Fund Balance	-	0.0%	-	0.0%
Total	12,336,663	100.0%	12,344,660	100.0%



Assistant City Manager Cowin stated that the City had about \$11,638,848 worth of actual claims last year and \$12,384,901 is projected for this year. When looking back at the last three years, the Greenville Utilities Commissioners and City Council Members have had a three-year benefits strategic plan composed of three components: 1) introduce the Health Savings Account on January 1, 2016, 2) reduce the overall benefits in the Core/Enhanced plans by 2.6%, and 3) increase the cost share of the enhanced plan to encourage migration over to the Core and Health Saving plan. There has been a delay on the excise tax as far as the Affordable Care Act. In 2020 is when that is effective.

Assistant City Manager Cowin explained the cost breakdown of the Health Fund employer/employee cost share for the enhanced and core plans. Based upon the number of enrollees that the City has for each plan, for this current fiscal year, there is about 84.3% being paid by the employer and 15.7% being paid by the employee. The 2017 cost share increases from 84.3% to 88.4%, based on a 100% employee migration from the enhanced to the core plan. That means that the employer is paying more of the overall cost of the plan. The following is a projection of revenue less expense and change in fund balance based on 100% employee migration from the enhanced to the core plan and there is no change in the core plan cost share.

Assistant City Manager Cowin stated that just from that transition alone, the City could start potentially to eat into the fund balance and then the health plan. If the City sees that migration from the Enhanced Plan to the Core Plan over about 1½ years, the fund balance would go down from \$3,824,653 to \$3,651,777. During the fall of the year, discussions will begin about what the plans will look like for the plan year as well as the approval. Even though the City has a strong Health Fund, which has been used to fund outstanding healthcare claims and to protect the City as far as any change in costs, the City has a scenario that the employer share of the cost of the plan will increase once the City moves from the enhanced plan to the core plan. That means the following:

- Expense Projected to Exceed Revenues for Both Fiscal Year 2017 and 2018
- Primary Factor Driving This is the Potential Migration From the Enhanced Plan
- The Following are Potential Options to Mitigate the Situation:
 - ◆ Adjust the Employer/Employee Cost Share Towards 80% Over Time
 - ◆ Use Fund Balance to Absorb Revenue and Expense Difference for a Short-Term Period
 - ◆ Implement an Employer Health Clinic to Reduce Costs and Employee Out of Pocket Expense.
 - ◆ Increase Funding Contribution from General Fund and Other Funds.
 - ◆ This Will Create Higher Level Burden on These Funds.
 - ◆ Combination of These (Excluding an Increase Contribution From Other Funds)

City Manager Lipscomb stated that the City is moving from the Enhanced Plan to a regular plan and then to the Health Savings Account (HSA). The City will shut down the Enhanced



Plan, which means that everybody pretty much is going to the Core Plan unless the City continues to try to get people over to the HSA. The City did some incentive financing this year to try to get people over to the HSA where employee basically take their funds and buy their medical program or however they want to do it. The next piece is if the City's expenses are starting to rise because all of the employees are over in the Core Plan, how would the City get them to move to a less cost in plan. The Health Clinic could be one way and the Health Savings Account could be another. That may be a discussion the City Council might want to have as part of joint paying benefits and how is the City planning to do that transition. The City is a target in terms of the initiated 3-year plan. The next discussion is where is the City going from there.

Council Member Connelly asked whether reducing down from the Enhanced Plan to the Core Plan has always been the City's plan.

City Manager Lipscomb responded yes.

Council Member Connelly stated that once the City moves to that bottom level, the City is taking up about 2% more costs to offset not allowing the Enhanced Plan one. Technically, the City has taken on more burden. The City needs to make an adjustment because if the City continues on that path with the same numbers, the City is going to be broke within 10 years.

City Manager Lipscomb stated so the next step would be to try to get employees over to the Health Savings Account and out to the Health Clinic.

Council Member Mercer asked whether the HSA is a non-immediate savings. He stated it has to be implemented. Council Member Mercer asked whether staff knows how long until the City start to see savings on that.

Assistant City Manager Cowin responded that the City is crunching the numbers and those will be brought to the City Council in the near future. After reviewing previous numbers, there is great opportunity for savings.

Council Member Mercer stated that he supports the Enhanced Plan and the Health Savings Account.

Assistant City Manager Cowin made comments about the Health Clinic, stating it is basically an outsourced contracted service from a third party health provider such as the Vidant Medical Center. The City will determine the staffing model, hours of operation, services provided, and other critical decisions about the Health Clinic's operations. That would all be centered on the number of claims. The City could actually move from a high cost emergency room or an urgent care center setting over to a lower cost setting within our offices. A large number of employers nationwide has moved to this type of setup. Even locally, GUC, DSM-Dyneema, Patheon, ASMO, Grady-White Boats, and Mayne Pharma have actually moved to an onsite Health Clinic.



Assistant City Manager Cowin stated that the GUC's setup has expanded over the last few years up to the point that right now, the GUC contracted 50 hours per week of occupational health nurses. The GUC has 8 hours per week of a nurse practitioner and 4.5 hours per week for a medical doctor. Its clinic's operating hours are from Monday-Friday, 7:00 a.m. – 5:30 p.m.

Assistant City Manager Cowin stated that based on the number of City employees who are going to an ER, or an emergency care, there is a great opportunity for the City to pull them over to this type of setting.

Assistant City Manager Cowin summarized the following potential benefit and services of an on-site Health Clinic.

POTENTIAL BENEFIT OF ON-SITE HEALTH CLINIC

- ✚ Lower or Waived Co-Pays for Employees
- ✚ Reduced Work Lost Time and Absenteeism
- ✚ Lower Workers' Comp as Well as Non-Occupational Claims Costs
- ✚ Redirected Care From Expensive and Time Consuming Settings (e.g., ER)
- ✚ Improved Access and Convenience
- ✚ Improved Employee Morale, Retention, and Productivity
- ✚ Increased Opportunity to Promote Wellness and Importance of Screenings and Preventive Services

ON-SITE HEALTH CLINIC SERVICES

- ✚ Treat Primary and Urgent Care Needs
- ✚ Pre-Employment Physicals and Drug/Alcohol Testing
- ✚ Occupational Health Services (Work-Site Injuries, Illnesses, and Exposures)
- ✚ Health Promotion and Wellness
- ✚ Referrals to Physicians and Specialists When Necessary

Assistant City Manager Cowin stated that staff would bring back a proposal to the City Council in the fall of 2016 about how the City can make this work for the City of Greenville.

Assistant City Manager Cowin summarized the Implementation Plan, stating that staff will work in cooperation with Vidant and evaluate various staffing models and the cost of implementation of those models. Potential employee only cases would be shifted to the on-



site clinic would be evaluated and staff would determine which model is best for the City's employees. Finding a potential location and evaluating the cost to set up the location as a health clinic would follow. The City is also looking for dollars for a one-time setup for an employee health clinic.

PUBLIC SAFETY ANSWERING POINT (PSAP)

City Manager Lipscomb made comments about a joint police communication system, stating that Chief of Police Mark Holtzman informed her that the County has been mandated by State Statutes to have a secondary Public Safety Answering Point (PSAP), which is the dispatch center. Staff discussed the City's potential tremendous savings with the County such as with telephone costs and other things, if the City and County could do some type of joint system. The County could receive funding from communications taxes, which would assist in the payment of the costs for such a system. That might free up some additional resources for the City.

City Manager Lipscomb stated that the Sheriff's Office has its own system, but the Sheriff Office has shown some interest according to Mayor Thomas. She has not seen a community the size of Greenville without consolidated dispatching for 20-30 years.

RECREATION AND PARKS DEPARTMENT

Recreation and Parks Director Gary Fenton introduced his staff and stated the following during his presentation:

Current FY 2015-2016 Budget Revenue

Approximately 25% of the Recreation and Parks Department's budget is appropriated back to the City throughout the year in the form of departmental revenues. \$671,431 was generated within this department, \$782,897 within the Bradford Creek Public Golf Course (Bradford Creek), and \$551,646 came from the Greenville Aquatics and Fitness Center (GAFC). That is a total of \$2,005,884.

General Fund Expense

The proposed Recreation and Parks Department budget for FY 2016-2017 is \$7,883,451 and \$8,093,993 is the proposed amount for FY 2017-2018. These amounts do not reflect a \$100,000 reduction that the department will be taking in its budget for each fiscal year. Making those cuts are not easy because so many places cannot be cut such as utilities, fuel, stormwater, vehicular maintenance, insurance and costs associated with any service that generates or covers all or most of its costs. If the department cuts a service some money is saved, but revenues are lost.



Interestingly, when looking where to cut in the department's budget, the Facilities Improvement Projects were determined. The Recreation and Parks Department has been spending approximately \$18,000 per year in HVAC maintenance. Some of the air conditioning units are 1-2 years old so staff is cutting that area because of the anticipation of less need for repairs. Of this departmental budget, 33.9% is for the Recreation Division, 44% is for the Parks Division, Bradford Creek is at 11.4%, and the GAFC is at 10.7%.

Personnel Expense (All Divisions)

As with most City departments, full and part-time employees make up the biggest percentage of the budget. The department's personnel are proposed at 67.4% of its budget or \$5,315,587 for FY 2016-2017. \$9,000 of that amount is for part-time and seasonal staff and many of the seasonal positions are associated with revenue producing services.

In regards to the divisions' breakdown of personnel cost, 39% is for the Recreation Division, the Parks Division is set at 38.9%, Bradford Creek is set at 10%, and the GAFC is set at 11.3%. The department's percentage is inflated because it includes salaries and benefits for three clerical positions serving all those areas as well as the Director of Recreation and Parks' salary. 24.3% (\$1,289,583) of the department's personnel expenses are devoted to benefits in FY 2016-17 and \$1,341,361 (24.6%) is for FY 2017-2018.

A total of 67 approved positions are included in the department's proposed budget (23.5 positions for the Recreation Division, which also includes the Director of Recreation and Parks, Administrative Assistant, Payroll Clerk and the Jaycee Park Receptionist positions, 31 positions for the Parks Division, Bradford Creek is set at 5.5 and 7 positions for the GAFC). Some are part-time, year round positions. The average expense per position is \$66,224 for FY 2016-2017 and \$68,369 for FY 2017-2018.

Operating Expense: Recreation Division

In FY 2016-2017, the operating cost in the Recreation Division is proposed at \$551,478 and \$566,309 is proposed for FY 2017-2018. One of the biggest pieces is supplies and materials (\$218,118 for FY 2016-2017 and \$224,756 for FY 2017-2018), which are associated with the programs offered by the department. The following is a breakdown of the supplies and materials at different places the Recreation Division can put them. There are revenue accounts associated with each of these expenses.



RECREATION DIVISION
SUPPLIES AND MATERIALS
PROGRAM SPECIFIC

Program	FY2016-17	FY2017-18
Arts & Crafts	\$ 9,430	\$ 10,400
Adult Athletics	12,000	13,000
Youth Athletics	23,000	23,500
Barnes Ebron	300	300
Drew Steele	11,000	11,000
Eppes Center	12,000	12,000
Extreme Park	200	200
HB Lee	12,700	12,700
Jaycee	2,040	2,088
Community Pool	22,000	23,000
River Birch Tennis	5,500	5,500
Sports Connection	9,500	9,500
South Greenville	10,000	11,000
Special Pops	17,250	17,250
Spray Park	5,000	5,250
Special Projects	1,040	1,040
Senior Program	13,000	13,000
Total	\$ 165,960	\$ 170,728

Mayor Pro-Tem Smith asked why would there be a higher cost for supplies and materials in the C. M. Eppes Center's budget (\$12,000) where there is lower programming in comparison to the Drew Steele Center's supplies and materials budget (\$11,000). Director Fenton responded that there are many needs at the C. M. Eppes Center and monies were found to replace some of the really dilapidated pieces.

Recreation Supervisor Shana Kriewall stated that fitness equipment is a high cost item and the game room equipment was replaced. Refurbishing the workout equipment and other things come out of supplies and materials.

Director Fenton stated that having a new director at the C. M. Eppes Center is going to create more programs and obviously some of them will create revenues as well. Sometimes that is the reason for more revenues and expenses in that particular budget.

Contractual services for programs might be special duty police officers, travel, and other things. The following is the Contract Services Program Specific:

RECREATION DIVISION
CONTRACT SERVICES
PROGRAM SPECIFIC

Program	FY2016-17	FY2017-18
Arts & Crafts	\$ 3,200	\$ 3,300
Youth Athletics	1,500	1,500
Drew Steele	3,000	3,100
Eppes Center	2,900	3,300
Extreme Park	250	300
HB Lee	3,200	3,400
Jaycee	2,500	2,800
Community Pool	10,000	10,050
River Birch Tennis	600	600
Sports Connection	1,000	1,000
South Greenville	1,000	1,500
Special Pops	2,500	2,800
Spray Park	7,000	7,200
Special Projects	200	200
Senior Program	6,000	6,000
Total	\$ 44,850	\$ 47,050



Operating Expense: Parks Division

One of the largest expenses in the Parks Division is Utilities (\$428,559 for FY 2016-2017 and \$438,000 for the second year). This represents gas, water, electric, and sewer for recreation and parks facilities across the City except those at the GAFC and Bradford Creek. The Fleet Service cost is \$158,903 for both years and that is the Parks Division's contribution to the Vehicle Replacement Fund.

The Parks Division maintenance expense is proposed at \$326,636 for the first year and \$335,114 for the second one. It includes some equipment and vehicular repair, which is how the Recreation and Parks Department reimburses the Public Works Department for parts associated with repair of the vehicles (\$86,432 for year one and \$90,306 for year two). Buildings & Grounds includes \$13,000 in custodial services, \$33,000 in landscape operations and \$116,000 in technician operations such as playground and park equipment, plumbing, roof and fence repairs, HVAC maintenance, scoreboards, lighting, electrical repairs, and signage. \$68,544 is the amount proposed for Fleet Labor for both years and is the payment to the Public Works Department for the Recreation and Parks Department's vehicular repairs. \$8,160 and \$8,364 are proposed for year one and year two, respectively, for Commercial Labor, which is for outside companies, maintenance on specialized vehicles and equipment that cannot be addressed through the Public Works Department.

\$16,000 is for purchases associated with programs and services, specifically for River Park North. That brings the total in general up to \$181,843 for FY 2016-2017. There is \$16,000 for uniforms such as employees' shirts, pants, safety boots, and uniforms for the park rangers. The amount proposed for the Gift Shop items sold at River Park North is \$5,500 for each budget year.

A big part of the Parks Division's contracted services account totaling \$164,799 includes \$69,000 spent for mowing services along the City's greenways and parks. Certain areas are contracted because they would require a long time getting there on a tractor. If the City does all the mowing itself on a cycle, the time between mowing would increase and that brings down the quality of the parks.

Other contracts included are for HVAC, carpet cleaners for facilities, pest control, burglar and fire alarm services, storage, and porta-john rental services averaging \$17,000 annually. Mop head cleaning services are used a lot at the City's recreational facilities and they are included under the Laundry account.

Bradford Creek Golf Course

The following is the operating budget revenue and expense history for the golf course since 2011:



RECREATION AND PARKS DEPARTMENT
BRADFORD CREEK REVENUE AND EXPENSE HISTORY

	Actual FY2010-11	Actual FY 2011-12	Actual FY 2012-13	Actual FY 2013-14	Actual FY 2014-15	YTD FY 2015-16
Revenue	\$ 751,836	\$ 861,084	\$ 727,840	\$ 693,724	\$ 693,364	\$ 392,800
Operating Expense						
Administration / General	449,002	397,422	446,579	451,862	480,260	323,640
Operating / Maintenance	387,917	475,526	391,725	448,005	394,278	227,038
	836,919	872,948	838,304	899,867	874,538	550,679
Revenue Less Expense	\$ (85,083)	\$ (11,864)	\$ (110,463)	\$ (206,143)	\$ (181,174)	\$ (157,878)
Revenue to Expense %	89.8%	98.6%	86.8%	77.1%	79.3%	71.3%

Note:

1. YTD Represent Eight Months Ending February 29, 2016
2. Expenses Do Not Include Capital Improvement, Facility Improvement, or Energy Savings Purchases

The recovery rates and operating budget range from a low 77% to a high of 98.6%. Although the golf course only had a 71.3% rate at the end of February 2016, March revenues met expectations and April, May and June 2016 normally account for 40% of the year's revenues.

There are two Capital Improvement Projects: the replacement of a failing cart path bridge at \$17,265 and a HVAC replacement at \$10,261. The proposed expense budget shows that the proposed budget for Bradford Creek is \$901,790 in FY 2016-17 and \$923,905 in FY 2017-2018. About 60% of both of those figures are salaries. The projected revenue is \$782,897 for each budget year. The targets for recovery for the two upcoming fiscal years are 86.82% and 84.7%.

RECREATION AND PARKS DEPARTMENT
BRADFORD CREEK REVENUE LESS EXPENSE

	FY2016-17	FY2017-18
Projected Revenue	\$ 782,897	\$ 782,897
Projected Expense	901,790	923,905
Net	\$ (118,893)	\$ (141,008)
Rev to Exp %	86.82%	84.74%

Note: (1) Net Difference is Subsidized by General Fund (2) Projected Revenue is Equal to Current Year Budget



City Manager Lipscomb stated that under the CIP and FIP, in terms of disclosure, the consultant's report recommended reducing the greens as well as changing over the greens. That \$150,000 is not included in this two-year budget.

Greenville Aquatics and Fitness Center

Recreation Manager Kathleen Shank gave statistical information regarding the membership for City of Greenville and Greenville Utilities Commission (GUC) employees and their family members at the GAFC. At this point, there are 1,931 members. That equates to the number of members and actually the number of members is 3,093. Of that the GAFC carries families of 520 members. A family could be a one parent and one child membership that is also offered in 2017. 720 members hold an individual membership, 14 are young adults, and 482 hold a senior membership. With the City employees only, the membership is 171 and the GUC has a membership of 178 excluding family membership. With family members included, the employee's membership is increased to 300 each.

Director Fenton stated the following about the GAFC:

The facility is opened 360 days a year and 75 hours a week. South Central, J. H. Rose and D. H. Conley High Schools lease the pool for their swim teams' practices from November to January at the earliest and latest times on the GAFC's operating schedule and sometimes after operating hours. The schools pay about \$1,250 each per season to use the GAFC. A local scuba group leases the GAFC regularly.

The facility was built in 1983 and the lease began in 1986. The GAFC's operating budget and expense history from FY 2011 to present indicates an operating recovery rate of 84% to almost 100% in FY 2012. In 2006, after leasing for 20 years and operating the GAFC during that time, ownership was transferred to the City at no cost and enabled the City to apply for a \$500,000 Parks and Recreation Trust Fund grant and to use the value of that gift as the \$500,000 local match. That grant was primarily for upgrading the pool and its filter system, installing a new gym floor, and replacing aging fitness equipment. Though the City paid nothing initially, the City received a 23-year-old facility that is now almost 33 years old.

In the past five years, the City has done about \$323,000 in capital repairs and the biggest repair was a complex roof project on one of the facility's several roofs. On top of that, air conditioning was installed to a previously unaired conditioned gymnasium at a cost of \$139,000. In addition, a Schneider Electric energy savings program put about \$440,000 into utility improvements at the GFAC for a total of CIP/FIP energy saving expenditure of \$906,162 over a five-year period.

The GAFC expense report of the \$847,717 FY 2016-2017 budget indicates that almost $\frac{3}{4}$ is expended on salaries and benefits at \$602,822. Operational costs include the following:



RECREATION AND PARKS DEPARTMENT AQUATICS AND FITNESS CENTER EXPENSE BUDGET

	FY 2016-17	FY 2017-18
Personnel		
Salaries	\$ 471,776	\$ 481,017
Benefits	131,046	135,009
	602,822	616,026
Operations		
Utilities	80,595	80,682
Supplies and Materials	57,000	61,000
Contracted Services	50,000	50,000
Maintenance	43,000	44,000
Concessions	7,000	7,000
Travel and Education	4,000	4,000
Other	2,500	3,000
Dues & Subscriptions	800	800
	244,895	250,482
Total	\$ 847,717	\$ 866,508

Note: Personnel Expense Does Include 3.0% Increase Without Allowance for Vacancy

The projected revenue minus expenses for the next two years utilizes the current projected revenue. Last year's projected revenue is showing as \$551,646. The FY 2015-2016 projected revenue was \$571,000 and the GAFC came in at \$591,000.

RECREATION AND PARKS DEPARTMENT
AQUATICS AND FITNESS CENTER REVENUE LESS EXPENSE

	FY2016-17	FY2017-18
Projected Revenue	\$ 551,646	\$ 551,646
Projected Expense	847,717	866,508
Net	\$ (296,071)	\$ (314,862)
Rev to Exp %	65.07%	63.66%

Note: (1) Net Difference is Subsidized by General Fund (2) Projected Revenue is Equal to Current Year Budget

Council Member Connelly stated regarding the GAFC, the City is projecting a loss of \$296,071 for FY 2016-2017.



Director Fenton stated that is correct. The GAFC is subsidizing by that amount and that is the projection.

Council Member Connelly stated that when looking at the historical figures, it looks like a huge downward trend. He projected that the City would be closer to \$595,000 of revenue based off the annual basis for 2015 and 2016, which would have the GAFC going in the same downward trend.

Council Member Connelly asked what pitch does staff have to keep the GAFC operating.

Recreation Supervisor Kriewall responded to the comments made about the downward trend, stating that the Recreation and Parks Department and Bradford Creek staff members were directed to charge a resident fee and a nonresident fee. As of September 2012, the same fees were added at the GAFC. A family not living in Greenville would pay \$125 more annually. It would be terrific if the GAFC would not offer a two-tier rate.

Council Member Connelly stated that if the City is heading in that direction and according to this budget schedule, the City is asking for \$200,000 just for the GAFC alone. The City will ask the taxpayers to come up with \$.5 million to keep that center operating.

Director Fenton stated that at a time, there were discussions about closing the GAFC (in 2014 or 2015). A lot of public input was received about how people loved the GAFC and the deal was negotiated with the Eastern Carolina Vocational Center, Inc. (ECVC) to donate the building to the City. That enabled the City to apply for the \$500,000 grant. Unfortunately, it might have been free at that time, but now the City is paying for that facility.

Director Fenton stated that the challenge is how to distinguish something like a fitness center from a recreation center. Obviously, a fitness center operates more hours than a normal recreation center, but it takes in a lot more revenue than a normal recreation center does as well. To some level or other, mostly everything done must be subsidized - some at 100%, 50%, or 70%. Hopefully, the Bradford Creek will operate at 98% next year. But recreation services are subsidized in order to provide them at a decent rate to many people. When looking at its budget from a perspective of 25% of this recovery through fees, the Recreation and Parks Department would have a \$6 million budget without that. Obviously, many services would not be provided.

Council Member Connelly stated that he would not want the City to close the GAFC. Closing this center will affect several people, but at some point throwing money into something that is not producing is not a benefit to the public. The public is going to be subsidizing the GAFC for a certain amount of people. That budget could be used differently. If \$200,000 worth of improvements are added next year, that is \$.5 million. In 10 years, the City will lose \$5 million possibly and with that amount, the City could build a new facility and maybe make it work out.



Director Fenton responded that in 2004, the decision was made that the GAFC would be part of the menu of recreation facilities offered by the City. It was added as a facility to serve people and is one of the facilities that has a great opportunity for generating a significant piece of revenue. Other facilities cannot possibly come that close and they are not asked to do so. It is a wellness piece and a price cannot be put on the value of keeping people healthy.

Council Member Connelly asked about staff's pitch for sustaining its annual level of loss. He also asked what are the plans to make it more financial viable for the citizens of Greenville.

Director Fenton responded that the Recreation and Parks Department must continue to market the GAFC. There have been some corporate partnerships in terms of payroll deductions from particular businesses. Sometimes employers will pay for all or part of their employees' membership and then the City gets more people coming from those particular places. Ideally, the location is a problem and maybe that is the downside as to why the City accepted it for free.

Council Member Smiley stated that the City certainly does not want to close down the Drew Steele Center, Guy-Smith Stadium, or the community pool, which are parks and recreational centers and they return things other than money. He asked if the City Council is going to single out one of them, why is the GAFC different from the others.

Mayor Thomas stated that there was discussion a while ago about providing services in the community that no one else provides versus competing with other cities having golf courses and fitness centers.

Mayor Thomas asked if the GAFC and Bradford Creek were once Enterprise Funds.

City Manager Lipscomb stated that the golf course changed from an Enterprise Fund to a General Fund three years ago.

Mayor Thomas asked when the use of the facility reaches its cycle of life where the diminishing returns come into play.

Director Fenton responded that the \$500,000 grant helped to bring the GAFC back to life. The fact that it has an indoor aquatics facility is monumental. There are not too many facilities having indoor swimming and aquatics licensing, and water aerobics all year round. The City has a PARTF (Parks and Recreation Trust Fund) grant with a conversion requirement associated with it. The bigger issue is will the City ever get a PARTF grant again.

Council Member Godley stated that his concerns are the City is spending nearly \$200,000 and seeing this downward trend and whether plumbing renovations and resurfacing a pool are really going to sign up people to go to the GFAC. The City is in a tradeoff situation and an honest question is whether the GAFC is worth keeping open.



Council Member Mercer stated that the GAFC is a benefit to citizens and well used. He asked how much of having this facility is helpful in marketing and attracting people to Greenville.

Director Fenton responded that all of the City's parks and recreational facilities are part of the overall package.

Council Member Connelly asked about the number of indoor swimming pools in the City.

Recreation Manager Shank responded that the one at East Carolina University is typically not open to the public and the Vidant Medical Center has one.

Council Member Connelly asked whether the huge demand would drastically increase the rental fees for that service. He stated that there is not so much supply and a huge demand.

City Manager Lipscomb responded that there is a demand, but it does not seem like the City can get a premium price for it.

Council Member Connelly stated that sometimes adjustments must be made to make models work. Maybe the City should cut hours to a different time for general usage for people, who are going for therapy and different things like that. If the rebuttal is that people are mad about the change, what would they feel like if the GAFC is closed.

Director Fenton stated that might be something that could be addressed through a communication process with all of the GAFC's members. Money may be involved because if the agreement is changed for someone who joined on May 1st through the next May 1st, that person might discontinue their membership and ask for a refund because of not receiving what was asked for.

Council Member Godley asked about how much is J. H. Rose High School paying to do their swimming practices and how often are they using the pool.

Recreation Manager Shank responded that J. H. Rose High School is charged \$1,200 per season (2 ½ - 3 months). They use the pool about three times a week for one hour.

Council Member Mercer stated that he is familiar with all the pros and cons of these arguments with the exception of renegeing on the PARTF grant. He asked staff to give more specifics about the impact that would have if the City goes back on paying that.

Director Fenton responded that he cannot find how it relates to paying that back with interest in any agreement. It does say that the City may not be able to apply and receive future PARTF grants until the City has rectified the problem with the current one.

Council Member Mercer stressed the importance of getting the necessary information, stating that the City absolutely does not want to cut itself out of any future PARTL grants.



Recreation Manager Shank stated that it is also mentioned that the City would pay back the installation of the dehumidifier (\$440,000) that came from the energy efficiency recommendation.

Council Member Godley stated that the City Council really needs to understand the ramifications of the PARTF grants. He asked staff to have the item on the agenda for the next budget meeting.

Council Member Godley stated he would like to receive benchmarks from cities similar to Greenville, including whether they have an aquatics and fitness center and a pool, are they charging "x" amount of dollars for their public school system to hold swim practices at their center, and what are the schools' cost per season. He stated that a charge of \$1,200 over a three-month period seems quite low.

Mayor Thomas stated that budgets for schools are extremely tight. Some counties are literally asking families to pay an athletic fee, a service that others have received all of their lives free.

Mayor Pro-Tem Smith asked about when the City is short in dollars for the golf course and the fitness center, are funds taken from some areas within the Recreation and Parks Department budget to continue offering services at those two facilities.

Director Fenton responded that if revenues come in short, staff tries to reduce costs. But within that same budget, if the revenues at the GFAC come up short, something may be off if money is spent elsewhere. Last year, the revenues and actual budget were over, but those revenues were able to make up for the overage. Sometimes they were over because more money was spent on programs than more money was taken in. The bottom line is the Recreation and Parks Department cannot spend more than what was appropriated and must take in what was projected.

Mayor Pro-Tem Smith requested staff to provide a report showing that at the end of the last 3-5 years how much money has been taken from the two programs at the C. M. Eppes Center and placed in other divisions of the Recreation and Parks Department and the GAFC and Bradford Creek.

Mayor Pro-Tem Smith stated the City Council has discussed the GAFC's and Bradford Creek's shortfalls. The public attended the meetings and people were saying that she wanted to close the golf course. During the discussions about the golf course, no one wanted to make comments about how many people are really using Bradford Creek and the GAFC and whether the services are offered to everybody in the City. Money was taken from an area that is already underserved and used to balance out the operation of Bradford Creek, the GAFC, and some other places. When people feel others should not use those facilities or parks that becomes an issue.



Mayor Pro-Tem Smith stated that she encourages people to lease space at the golf course. Nevertheless, when people are told the golf course is unavailable that makes it a hard sale to the public. The weather causing the golf course to be short with revenues sometimes is known already, but the more people using these facilities the less the City would use an Enterprise Fund.

Mayor Pro-Tem Smith requested an update about the marketing at the golf course. She asked about the rental fee for the clubhouse at the golf course.

Recreation Manager Michael Cato responded that the fee is \$700 for a four-hour block of time on the weekends and \$500 during the weekdays.

Mayor Pro-Tem Smith asked what happened with the First Tee leadership group.

Recreation Manager Cato responded that presently, staff is trying to create a leadership team in this community and people are not getting onboard, but they participate in the discussions. There are three people on the leadership team and they are trying to recruit others. At one point, the program was sold to the Country Club that First Tee could help them specifically. That is not the way the First Tee program operates and works - it is a community program.

Director Fenton stated that the First Tee of Eastern North Carolina was unsuccessful with raising money. The City's program is not an official First Tee Chapter and cannot be until all of this comes together. Recreation Manager Cato was given permission because of his going through the training to offer programs based on the First Tee curriculum.

Mayor Pro-Tem Smith stated that when the First Tee program was brought onboard initially, certain people were asked to be involved to make sure the program would be successful and have a broader reach. That was ignored, and a partnership started at the Third Street School instead. That was not the direction given in order for it to have a broader reach. There are people who could be interested, but the reach is not broad enough.

Recreation Manager Cato stated that the First Tee should be broader than trying to bring a few kids out to Bradford Creek. It is not going to be sustainable that way.

City Manager Lipscomb asked if the part-time marketing position was filled.

Recreation Manager Cato responded that presently, revenues are definitely down so the position has not been filled. During the employment of a marketing business director, Bradford Creek had the worst two years ever.

Mayor Pro-Tem Smith stated that Greenville spent a lot of time having discussions about what First Tee is not and fewer people are interested once they hear that message. She has seen some positive First Tee events on the public access channel.



Director of Fenton stated that the Recreation and Parks Department is not in the driver seat when it comes to the First Tee program, however, staff is ready to cooperate. The First Tee is a strictly run organization.

Council Member Smiley stated that staff is budgeting a subsidy of 65% roughly over the next couple of years at the GAFC. He asked whether staff has been budgeting a 100% subsidy.

Director Fenton responded that it was not looked at as a percentage. Staff knew what the revenue total was. It is supposed to be an Enterprise Fund.

ADJOURNMENT

Mayor Thomas left the meeting at 8:38 p.m.

There being no further business before the City Council, motion was made by Council Member Mercer and seconded by Council Member Smiley to adjourn the meeting. Motion carried unanimously, and Mayor Pro-Tem Smith declared the meeting adjourned at 8:40 p.m.

Respectfully Submitted

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

Polly Jones
Deputy City Clerk

PROPOSED MINUTES
WATERSHED MASTER PLAN WORKSHOP OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
THURSDAY, AUGUST 25, 2016



Having been properly advertised, the Greenville City Council held a workshop on the Watershed Master Plan on Thursday, August 25, 2016 in Conference Room 337, located on the third floor at City Hall, with Mayor Pro-Tem Smith presiding. Mayor Pro-Tem Smith called the meeting to order at 6:00 pm.

Those Present:

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

Those Absent:

Mayor Allen M. Thomas

Also Present:

City Manager Barbara Lipscomb, City Attorney David A. Holec and City Clerk Carol L. Barwick

APPROVAL OF THE AGENDA

Upon motion by Council Member Godley and second by Council Member Connelly, the City Council voted unanimously to adopt the agenda.

PUBLIC COMMENT PERIOD

Mayor Pro-Tem Smith opened the public comment period at 6:02 pm, explaining procedures which should be followed by all speakers.

There being no one present who wished to address the City Council, Mayor Pro-Tem Smith closed the Public Comment period at 6:03 pm.

**PRESENTATION AND DISCUSSION OF WATERSHED MASTER PLANS
AND RELATED ISSUES**

City Manager Barbara Lipscomb stated she came to Greenville in the summer of 2012 and quickly realized the City had a big drainage problem. Public Works Director Kevin Mulligan came to Greenville in 2013 and immediately began getting requests for assistance,



particularly in Lynndale. The decision was made to do a study, and the results of that study will be presented this evening. She commended Streets Superintendent Ronnie Donley and his crew for doing an excellent job of keeping drainage open and ditches cleaned out. Their work has made a huge difference.

RECAP OF THE 2013 STATE OF THE STORMWATER UTILITY FUND PRESENTATION

Director Mulligan stated the Clean Water Act, which was established in 1948 and overhauled in 1972, regulates the discharge of pollutants into the waters within the United States. It makes it unlawful to discharge pollutants into navigable waters and makes criminal charges possible for violators. The Act does have teeth – the former owner of American Waste, Inc. in South Carolina was sentenced to 18 months imprisonment for illegal dumping.

The Stormwater Utility Ordinance established an enterprise fund – the Stormwater Utility Fund – in May 2001 to address pending mandates of the Clean Water Act. The intent of the fund is to provide for the management, protection, control, regulation, use and enhancement of stormwater and drainage systems. Greenville has a Phase II NPDES permit that regulates the discharge of stormwater and requires nutrient control of nitrogen and phosphorus.

Director Mulligan stated the Stormwater Management Control Ordinance was adopted in 2004. Requirements of the program include:

- Public education and outreach
- Public involvement and participation
- Illicit discharge detection and elimination
- Construction site runoff controls
- Post-construction site runoff controls
- Pollution prevention/good housekeeping

Typical issues experienced in Greenville include ditch flooding, street flooding and erosion. The City has 75 miles of ditches and erosion is becoming a major problem.

The Meetinghouse Branch Pilot Project was the first of nine watersheds. A watershed is an area of land where all discharge falls within it. The watershed covers 3 square miles (2,000 acres), 90% build-out and the entire basin falls within the City limits. Capital Projects include flood control, stream bank stabilization and water quality retrofits.

Director Mulligan then discussed expected results:

- Modified maintenance practices to be better aligned with City ordinances
 - No mowing
 - Focus on obstructions in flow line



- Contracting herbicide spraying
- Revised development regulations
 - Detention of the 2, 5 and 10 year storm events
 - Detention of the 25 year storm event as deemed necessary by the City Engineer
- Utility fee increase
 - \$.50/ERU annually for five years
 - Equates to \$1.00/month for a typical house
- Commitment to expedite and complete city-wide master planning

Upon completion of the Meetinghouse Branch Watershed Master Plan, the City Council recognized the importance of these plans and of gaining an understanding of how best to remediate the stormwater system so as not to adversely impact other properties either upstream or downstream from where an improvement is planned. As a result, the remaining watershed plans were programmed so the City could determine how best to spend Stormwater Utility funds.

W.K. Dixon, Hazen & Sawyer and CDM Smith were selected as the firms to complete the master planning process, with each assigned an area of the City, as well as a lead role based on their particular areas of expertise as follows:

W. K. Dickson

South City Phase
Lead-Program Management
Fork Swamp
Swift Creek
Hardee Creek

Hazen & Sawyer

Central City Phase
Lead-Public Involvement
Greens Mill Run

CDM Smith

North City Phase
Lead-GIS/Inventory
Harris Mill Run/Schoolhouse Branch
Johnsons Mill/Parker Creek

WATERSHED MASTER PLAN OVERVIEW

Tom Murray, PE, who is the Program Manager for W.K. Dixon, stated the City is broken into nine watersheds. There are three basic project types when talking about stormwater: flood control projects (primary and secondary systems), stream stabilization and water quality (impaired streams). For flood control projects, primary includes open channels, larger streams and culvert crossings, while secondary refers to infrastructure that flows into a primary system.

When the project began, Mr. Murray stated there was no inventory of the City's closed system and mapping had just begun on the open system maintained by the City. He then discussed the benefits of having an inventory – of moving from reactive to proactive:

- Debris blockages removed
- Broken structures repaired
- Illicit discharges identified
- System connectivity



- Increased efficiency for maintenance and service calls

Mr. Murray described the extensive public outreach process, which is still ongoing, and discussed the results of survey questionnaires. Modeling has been completed on all primary systems and on secondary systems selected based on stakeholder feedback. For primary systems, both 25 and 100 year floodplains were mapped and the results were validated against data collected in public outreach efforts.

Council Member Smiley asked if this data will end up in the City's GIS system or if that shows FEMA data.

Director Mulligan stated that both will be available in the system, but in looking at the system currently, FEMA maps are shown.

Mr. Murray stated that primary and secondary systems were evaluated based on anticipated future build-out conditions and improvements were proposed for both the City and the ETJ. Some of those improvements included the following:

- Culvert/Bridge Improvements
- Floodplain Storage/Benching
- Closed system improvements (resizing pipe, adding inlets, replacing old metal pipe)
- Detention (to reduce peak flows downstream)
- Stream Stabilization

Mr. Murray noted that, in each watershed, areas were identified that the City may want to consider for 25-year detention. The City has the ability, within its ordinance, to require more than 10 years.

Mr. Murray further noted that Swift Creek and Greens Mill Run were deemed impaired by both the State and the EPA for benthos. Benthos are insects, crustaceans, mollusks and worms which spend at least part of their lifecycle under water. They are required for a suitable habitat for a stable, diverse population, but are sensitive to pollution typically associated with stormwater runoff.

Impaired waters ultimately require TMDL's (total maximum daily load), enforced by the State and the EPA, although no timeline is established for these waterbodies. They include costly implementation actions and likely have stricter development regulations on impervious areas.

Likely TMDL requirements include:

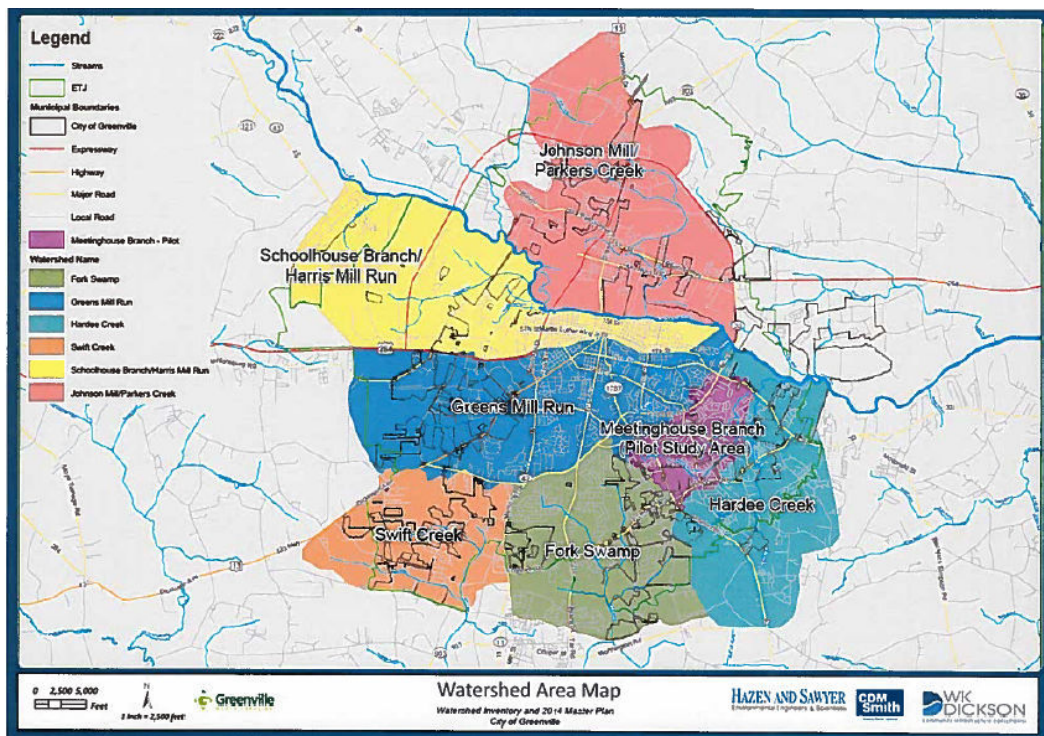
- Recurrent monitoring to measure progress
- Stringent new development regulations
- Implementation of retrofit stormwater control measures



- Additional maintenance and inspection requirements
- Routine progress reporting
- Performance-based (TMDL in effect until monitoring shows goals are met)

HIGHLIGHTS FROM SEVERAL WATERSHEDS

Mr. Murray stated he and his colleagues on the project would provide a few highlights from each of the plan areas, offering the following illustration depicting the various watersheds:



Mr. Murray stated the Swift Creek Watershed is a 6.4 square mile area in the Neuse River basin, with Forlines Road being its downstream limit. 33% of this watershed is within the City limits and it is 55% developed for residential land uses. After a brief description of existing conditions, possible causes and potential improvements, he stated the next steps will be submission of monitoring data to the State for review and potential de-listing, which could save the City up to \$300,000 annually.

Mr. Murray stated the Fork Swamp Watershed is a 10.6 square mile area in the Neuse River basin, with Worthington Road being its downstream limit. 60% of this watershed is within the City limits and it is 75% developed for residential land uses. He briefly discussed existing conditions and potential improvements.



Rob Hopper, Project Manager for CDM Smith, stated the Harris Mill Run/Schoolhouse Branch Watershed is a combined 12 square mile area along the Tar River from Ironwood to Greens Mill Run. 15% of the City and 17% of the ETJ is in this watershed with 50% of the Harris Mill Run area built-out and 75% of the Schoolhouse Branch area built-out. He briefly discussed existing conditions and potential improvements.

Mr. Hopper stated the Parkers Creek/Johnsons Mill Run Watershed is a combined 40 square mile drainage area north of and draining to the Tar River. 6% of the City and 15% of the ETJ is in this watershed with 40% of the Parkers Creek area built-out and another 50% expected to be developed, for a total build-out of 90%. Just 2% of the Johnsons Mill Run area is built-out, with another 30% expected to be developed, for a total build-out of 32%. He briefly discussed existing conditions and potential improvements.

Travis Crissman, Project Manager for Hazen and Sawyer, stated the Greens Mill Run (GMR) watershed covers a 13.8 square mile area that encompasses ECU and the downtown area and drains to the Tar River. 29% of the City and 11% of the ETJ is in the GMR basin. Approximately 63% of the area is built out with imperviousness trending up. It includes 76 miles of pipe, ranging in size from 12 to 84 inches, and 4,717 structures. He briefly discussed existing conditions and recommended the entire area be designated 25-year special risk due to numerous major issues.

Mr. Crissman introduced Jason Daw, a Biologist from Moffat & Nichols, Inc., noting he is part of Mr. Crissman's team and used to work for the Department of Environment, Health and Natural Resources. He said that Mr. Daw would address impairment in GMR waters.

Mr. Daw noted water conditions have been monitored in both wet and dry conditions. The chief drivers of impairment in the GMR basin are excessive sediment deposition, channel modification and instability and loss of physical habitat. To be as urbanized as the area is, the water quality in the GMR basin is not that bad, but streams have been straightened, and that is not natural. Much of the sedimentation choking the streams comes from the stream itself. In benthic monitoring, water quality data showed spikes of sediment in wet conditions, and pollutants increase as you move downstream.

Mr. Daw then discussed strategies for improvement:

- Water Quality Recommendations
 - BMP Retrofits
 - Detailed Source Investigations
 - Pet Waste Awareness Program
- Benthic Health Recommendations
 - Stream restoration and bank stabilization
 - Introduce woody structures and debris (habitat)



- Import desired benthic macroinvertebrates
- Continue monitoring for improvement

Mr. Murray stated the Hardee Creek Watershed is a 8.0 square mile area in the Tar River basin, with 30% of this watershed is within the City limits and 65% developed for residential land uses. He briefly discussed existing conditions and potential improvements.

IMPLEMENTATION

Director Mulligan addressed the projected costs of needed capital improvements, maintenance and operations, noting that prioritization is paramount.

- Capital Improvement Costs - \$150-\$170 million – 25+ year Timeline
 - Flood Control, Primary - \$80-\$95 million
 - Flood Control, Secondary - \$40 million
 - Streambank Stabilization - \$12.5 million
 - Water Quality - \$20.5 million
- Maintenance Costs - \$230 million – 40 year Timeline
 - 237 miles of pipe - \$219 million
 - 17,000 structures - \$51 million
 - Less secondary projects – Minus \$40 million
- Operational Costs - \$3 million – Annually

Director Mulligan suggesting establishing a stakeholders group to discuss and select projects from the prioritized list. The list of projects would come from the high priority projects in all categories.

OPERATIONAL IMPACTS (MAINTENANCE/ORDINANCE)

Director Mulligan stated the typical life of a pipe should be 40 years, but the City does not routinely inspect the existing pipe inventory and that needs to change. Crews are corroded pipes and misalignments.

In addition to regular inspections, potential modifications to City ordinances are needed.

- Increase design storm requirements
- Clarification on exemptions from detention
- Define “common plan of development”
- Require inspections during construction

UTILITY IMPACTS

Director Mulligan stated a Utility Rate Study, with consideration to future development, may be beneficial. It is important to determine how Greenville’s rates compare to other



cities. Should commercial rates be separate from residential rates? Should there be a higher fee for super-users? Should the City consider revenue bonds?

City Manager Lipscomb noted there could be a consequence in this. If other areas around Greenville are not doing the same things, Greenville's development costs will be higher so developers may choose to go elsewhere.

Council Member agreed, but said if other communities don't have the same problems as Greenville, or if they are choosing not to address them, the City could still lose development.

Director Mulligan said it would be important to compare Greenville's structure and regulations to cities of similar size.

Council Member Smiley suggested the City may need a Stormwater Commission.

Director Mulligan said he feels a stakeholders group to select projects for a revenue bond would be sufficient.

City Manager Lipscomb said the development community is useful for feedback.

Council Member Connelly asked how many people are paid out of stormwater fees.

Director Mulligan stated Greenville is at 60% of most cities. There are 2-3 engineers, 6-7 to address videotaping and street sweeping, 5 engaged in ditch work and 6-7 working with the closed pipe system.

ADJOURNMENT

Council Member Connelly moved to adjourn the meeting, seconded by Council Member Smiley. There being no further discussion, the motion passed by unanimous vote and Mayor Thomas adjourned the meeting at 8:45 p.m.

Respectfully submitted,

Carol L. Barwick, CMC
City Clerk

PROPOSED MINUTES
MEETING OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
THURSDAY, FEBRUARY 9, 2017



A regular meeting of the Greenville City Council was held on Thursday, February 9, 2017 in the Council Chambers, located on the third floor at City Hall, with Mayor Allen M. Thomas presiding. Mayor Thomas called the meeting to order at 6:00 pm. Council Member Glover gave the invocation, followed by the Pledge of Allegiance.

Those Present:

Mayor Allen M. Thomas, 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 Mercer

Those Absent:

None

Also Present:

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

APPROVAL OF THE AGENDA

City Manager Barbara Lipscomb asked that acceptance of a Museum of Science Grant be added as the final item on the agenda.

Upon motion by Council Member Smiley and second by Council Member Mercer, the City Council voted unanimously to approve the agenda with the requested addition.

PUBLIC COMMENT PERIOD

Mayor Thomas opened the public comment period at 6:05 pm, explaining procedures which should be followed by all speakers.

Upon motion by Council Member Smiley and second by Council Member Glover, the City Council voted unanimously to allow the public comment period to extend beyond the standard 30 minutes due to the number of people present who wished to address the City Council.



Ross Houser – 3805 Saxon Court – Greenville

Mr. Houser, a resident of 3805 Saxon Court, stated his concern that bike lanes can be hazardous to both bikers and drivers. Mr. Houser suggested the use of multi-pass lanes, which he feels are sufficient, rather than adding a bike lane on Evans Street with the proposed Evans Street Widening project. He further stated his support for a five-lane option, but did not feel that the current proposed plan was needed.

Troy Stox – 4003 Lyme Court – Greenville

Mr. Stocks, a resident at Lime Court in South Hall, expressed his concern about how the Evans Street Widening Project could potentially impact property values and contribute to the noise. Mr. Stocks questioned why the focus is on a residential corridor when there are other commercial areas with a high volume of traffic. Mr. Stocks spoke in favor of the five-lane option and stated his opposition to the current proposal and the need for bigger medians. Mr. Stocks further asked that the City consider buffered walkways and bicycle paths.

Meredith Gander – 828 Emerald Park Drive – Winterville

Ms. Gander stated her opposition to the North Carolina Department of Transportation's (NC-DOT) current proposal for widening Evans Street. Ms. Gander touched on the sentimental value of the property to the residents that would be impacted. She feels that the expansion is not necessary for the area and will have a detrimental impact on the adjacent properties and the families that live there.

Jason Jones – 4101 Hardwick Court – Greenville

Mr. Jones shared his concern that the proposed widening of Evans Street would be too busy to allow safe bike lanes and walkways, and that the funds that would be used to add bike lanes on Evans Street could be put towards a community need with a higher priority. Mr. Jones suggested utilizing the Greenway for bicycle paths.

Chris Mansfield – 408 S. Harding Street – Greenville

Mr. Mansfield stated that he is a professor of Public Health at East Carolina University (ECU). Mr. Mansfield said that the bike lanes, sidewalks, and greenway near his neighborhood are positive additions to that area. He feels that bike paths are a needed addition to the Evans Street Widening Project since that area connects Greenville to Winterville. Mr. Mansfield gave his support to NCDOT's proposed plan. Additionally, he stated his support for a STEAM (Science, Technology, Engineering, Art, and Math) project at the Town Common as long as it was done in a deliberate manner that would allow maximum transparency and community input.

Bill Hill – 402 Shamrock Way - Greenville

Mr. Hill stated his understanding that the Evans Street Widening Project is needed to address traffic flow, but he believes that the goal can be accomplished in a way that can minimize impact to the surrounding neighborhoods. Mr. Hill expressed his concern about



the cost of this project and questioned the need for bike lanes and walking paths when it seems that only a small percentage of the population utilizes them. Mr. Hill requested that the City Council table this item until more information and alternatives could be provided by NCDOT.

Mary Snow Hill – 402 Shamrock Way - Greenville

Ms. Hill, with the Shamrock Homeowners Association, commented that the Walk, Bike, Greenville NC Survey does not mention any negative impact where bike lanes and sidewalks may be built. She next addressed Mr. Tony Parker's petition and acknowledged that pedestrian safety is important, and that by looking at some of the comments on the petition, it seems that more discussion is needed. Ms. Hill asked that the City Council table the item until more information could be provided.

Michael Saad – 307 King George Road - Greenville

Mr. Saad stated that he came to offer support of the proposed Evans Street Widening Project on behalf of the residents of Brookfield Apartments. Mr. Saad said that while he supports the project, he is concerned that the median is too large, that it will require extra maintenance, and will come at the expense of the two buffers on the road, which he feels are needed to cover some unappealing parts of the area. Mr. Saad questioned the need to protect some of the WNCT-TV9 property on Evans Street while focusing on the west side. Mr. Saad requested that land from both sides of the street be utilized and that the City help the residents of Brookfield with a traffic solution that will meet their needs.

Glen Cauvin – 209 Jack Place – Greenville

Mr. Cauvin stated that Paramore has become a cut through for Greenville, with most of the impact coming from Firetower Rd. and Evans St. Mr. Cauvin requested that four stop signs be added to slow the cars down.

Amy Rundio – 107 Sunshine Lane, Unit B – Winterville

Ms. Rundio stated that she often sees bicyclists and pedestrians on her daily commute to ECU, and she noted that often the road would not allow drivers to get around them. Ms. Rundio stated her support of the inclusion of sidewalks and bike lanes in the proposed Evans Street Widening Project because of the positive health and safety benefits.

Scott Shook – 3800 Sheffield Court – Greenville

Mr. Shook stated his support of the expansion of Evans Street so that it can function as a true thoroughfare and move the traffic north and south more efficiently. Mr. Shook acknowledged the need for sidewalks and crosswalks, and he stated his belief that the road can be expanded and fit within the existing barriers.

Bill Kazda – 908 Tiberius Way – Winterville

Mr. Kazda stated his support for sidewalks and bike lanes along the proposed Evans/Old Tar Expansion. Mr. Kazda stated that he uses the existing bike lanes and would like to see



them expanded. Mr. Kazda expressed his belief that more citizens will bike to places like ECU and Vidant if the infrastructure is in place. Mr. Kazda stated that he had seen some reports where property values have gone up due to their proximity to bicycle lanes, so he believes that added bike lanes will add to the health, safety and economy of Greenville.

Tony Parker – 1928A Cambria Drive – Greenville

Mr. Parker stated his support for NC-DOT's Evans Street Widening Project proposal. Mr. Parker noted that the petition that had been presented to the City Council has signatures from every district in Greenville. Mr. Parker stated that building the infrastructure for bike riders would be a step toward becoming a more inclusive community and he asked the City Council to approve the plan as proposed by the NC-DOT.

Kori Brewer – 208 N. Harding Street – Greenville

Ms. Brewer, a resident of the Tar River University Neighborhood, stated that she had been initially concerned about safety, property infringement, and property values when the City Council had first proposed adding a greenway near her residence. She stated that since the completion of the Greenway she has had the opportunity to meet some of her community members that use the greenway, and she noted that her property value has gone up. She noted that the East Carolina Injury Prevention Program, a joint effort between the ECU Brody School of Medicine and Vidant with a goal of reducing injuries through community projects, supports bike lanes throughout the City as a way to reduce injuries for those that choose to walk and bike. Ms. Brewer asked that the City Council support this proposed plan.

Mark Williams – 3803 Sheffield Court – Greenville

Mr. Williams, a resident of the South Hall subdivision, stated that there are only a couple hours during the day when traffic is an issue on Evans Street. Mr. Williams said that the proposed plans by the NCDOT seemed too large and too expensive for what is needed in the area. Mr. Williams questioned the need to add bike paths to a thoroughfare because of the potential safety hazard and unnecessary cost.

Porter Kauffman – 503 Dobbs Court – Greenville

Mr. Kauffman voiced his concern that the added bike lanes would be a costly addition that would benefit a small portion of the population. Mr. Kauffman asked that the City Council consider a sidewalk that can also be used as a bicycle path. Mr. Kauffman stated that the Southwest Bypass may relieve some of the traffic in that area once it is complete.

Denise Kauffman – 503 Dobbs Court – Greenville

Ms. Kauffman read a letter for Dr. & Mrs. Marcus Albernez, residents of South Hall. Dr. Albernez asked that the City Council leave the wall that borders the entrances of South Hall intact in its existing location to maintain the community that the residents have built. Dr. Albernez wrote that as a surgeon who has seen the trauma associated with bicycle



accidents, he is not in favor of bike lanes next to roads with that have a 45 mph speed limit. Dr. Albernez wrote that he supports a plan for 5 lanes of traffic with added sidewalks.

Ms. Kauffman also read a letter from Dr. Halel Kenan stating concerns about the proposed plan and requesting that the light be left intact for left hand turns.

John Joseph Laffiteau – Rodeway Inn & Suites, Room 253 – Greenville

Mr. Laffiteau stated that he is a student at Pitt Community College. Mr. Laffiteau shared excerpts from some of the materials that he is currently reading. Mr. Laffiteau recounted an incident that he had at the Sheppard Memorial Library and suggested that a mutual lie detector test be administered.

Clay Frank – 4001 Lyme Court – Greenville

Mr. Frank, a resident of South Hall, asked that the City Council reject the NCDOT proposal. He stated that he is an avid bicyclist, but he feels that bike lanes are too risky for this project.

Daniel Hemme – 3921 Nantucket Road – Greenville

Mr. Hemme, a local attorney with a background in transportation projects, stated his support for including bike lanes into whichever plan is adopted. Mr. Hemme asked that the City Council focus on Greenville's long-term growth and needs.

Eric Kiesling – 4103 Hardwick Court – Greenville

Mr. Kiesling read a letter from Vernon Snyder. Mr. Snyder wrote that the residents along S. Evans Street and Old Tar Road see the need to expand, but are concerned about the potential detriment to their safety and detriment to their quality of life. Mr. Snyder asked that the City Council approve a plan that eliminates unnecessary lanes and bicycle lanes.

Marianne Montgomery – 1407 N. Overlook Drive - Greenville

Ms. Montgomery spoke in favor of NC-DOT's proposed plan to widen Evans Street and Old Tar Road. Ms. Montgomery noted that she would not be as concerned about the addition of bike lanes if the neighborhoods in the area connected, but since they are primarily cul-de-sacs, she does not feel that they are a good option for bicyclists to ride through. Ms. Montgomery cautioned against small-minded thinking and stated that she would be in favor of multiuse pathways along Evans Street as well.

There being no one else present who wished to address the City Council, Mayor Thomas closed the public comment period at 7:11 pm.

Mayor Thomas recommended that the two presentations by the North Carolina Department of Transportation be moved to follow Appointments.



Upon motion by Council Member Godley and second by Council Member Connelly, the City Council voted unanimously to follow the Mayor's recommendation.

SPECIAL RECOGNITIONS

DISTINGUISHED BUDGET PRESENTATION AWARD FROM THE GOVERNMENT FINANCE OFFICERS ASSOCIATION (GFOA)

City Manager Lipscomb stated the City has recently established a new office of Budget and Evaluation, which Assistant City Manager Michael Cowin works closely with. Shelley Leach, who could not be here this evening, is the Financial Analyst, who has worked on the City's budget over the past year. She said the City has again received the Government Finance Officers Association award for Distinguished Budget Presentation, which she then presented to Assistant City Manager Cowin on behalf of Financial Analyst Leach and the Finance Department.

APPOINTMENTS

APPOINTMENTS TO BOARDS AND COMMISSIONS

Affordable Housing Loan Committee

Council Member Mercer made a motion to reappoint Melinda Dixon to a second three-year term and to reappoint Anne Fisher to a first three-year term, with both terms expiring February 2020. Mayor Pro-Tem Smith seconded the motion, which carried unanimously. He continued all remaining appointments.

Environmental Advisory Commission

Council Member Godley continued all appointments.

Firefighter's Relief Fund Committee

Council Member Smiley made a motion to appoint William Franklin to a two-year term that will expire January 2019. Mayor Pro-Tem Smith seconded the motion and it carried unanimously.

Historic Preservation Commission

Mayor Pro-Tem Smith made a motion to reappoint Myron Caspar to a first three-year term that will expire January 2020; appoint Shelva Davis to fill an unexpired term that will expire January 2019 in place of Jake Postma, who resigned; appoint Mary Cole to a first three-year term that will expire January 2020 in place of Jeremy Jordan, who was no longer



eligible to serve and to appoint Roger Kammerer to a first three-year term that will expire January 2020 in place of Elizabeth Wooten, who resigned. Council Member Godley seconded the motion, which carried unanimously.

Human Relations Council

Council Member Glover continued all appointments.

Pitt-Greenville Convention & Visitors Authority

Council Member Glover continued all appointments.

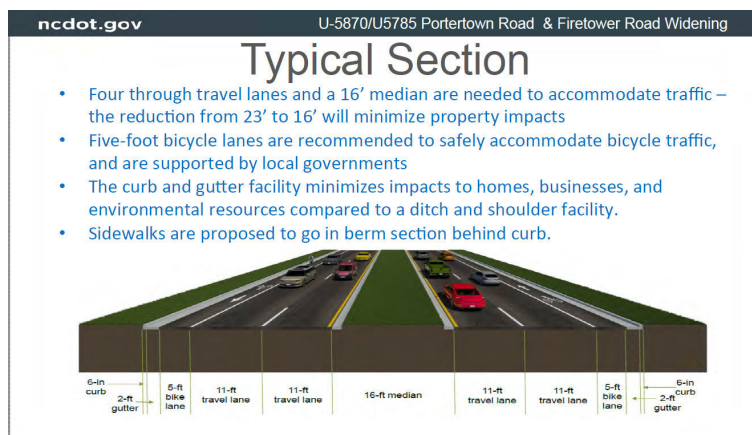
Youth Council

Council Member Mercer continued all appointments.

OTHER ITEMS OF BUSINESS (PART 1)

PRESENTATION BY THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION ON EXTENSION OF AND PREFERRED ALTERNATIVES FOR PROJECT U-5785 FIRETOWER ROAD WIDENING AND CONSIDERATION OF A RESOLUTION SUPPORTING PREFERRED ALTERNATIVES – Resolution No. 018-17

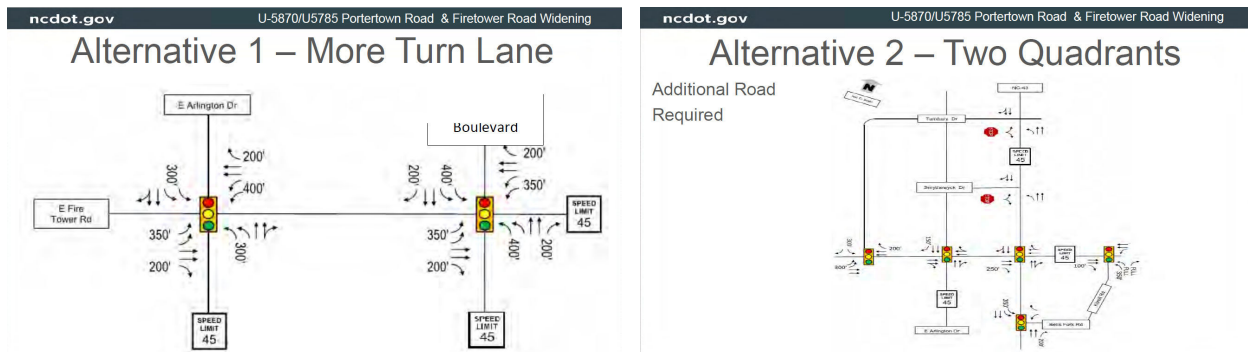
North Carolina Department of Transportation (NC-DOT) Project Development Engineer Bill Kincannon stated he was here to follow up on previous discussion about the need to address the failing of Firetower Road, particularly between Charles Boulevard and Arlington Boulevard. The project is basically to relieve congestion on Firetower Road and Portertown Road by improving traffic operations and enhancing connectivity, and to reduce crashes. He then explained the following typical section for the road:





Unfortunately, according to Mr. Kincannon, the roads don't function properly most of the time, resulting in near total gridlock during peak times. The problem will only get worse as the City grows. NC-DOT has done some preliminary design work in anticipation of extending the current project limits from Charles Boulevard to a point west of Arlington Boulevard.

Mr. Kincannon explained crash dynamics at the intersection of Firetower and Charles, noting that the majority are rear-end and left turn crashes, which is indicative of over-congestion. The same problem exists at the intersection of Firetower and Arlington. Two alternatives were developed in their preliminary design work for alleviating this congestion.



Mr. Kincannon stated Alternative 1 is to basically add more turn lanes. The only way this will work with the volume of traffic would be if the turn lane ran the full length from Arlington to Charles to handle the backup of traffic, and at best it would be a short-term solution given projected growth. Additionally, this alternative would involve a median with no breaks, which would be a problem for businesses in the area.

Alternative 2 is a quadrant intersection, which will shift some of the traffic onto Kittrell Road from the Charles intersection, and onto a road that has not been built yet from the Arlington intersection. This will allow shopping centers to maintain the same access they have currently. City Council approval will be needed for all of this in order to obtain funding.

Traffic Engineer Justin Carroll provided additional information on the mechanics of how these intersections will work and explained both existing and projected levels of service, A-F, with A being practically free-flowing and F being total gridlock.



ncdot.gov

U-5785 Fire Tower/Charles/Arlington Study

Existing Conditions		
Intersection	2016	
	AM	PM
Fire Tower Road at Arlington Boulevard	E (65.7)	F (80.7)
Fire Tower Road at Charles Boulevard	E (72.0)	F (99.3)

Intersection	Alt 1 (Traditional Intersections with More Turn Lanes)							
	2022		2029		2035		2040	
	AM	PM	AM	PM	AM	PM	AM	PM
Fire Tower Road at Arlington Boulevard	D (47.4)	D (43.4)	D (53.9)	F (109.8)	E (71.0)	F (200.4)	F (116.5)	F (285.9)
Fire Tower Road at Charles Boulevard	D (50.3)	D (50.0)	E (76.0)	E (74.7)	F (125.1)	F (105.7)	F (147.8)	F (122.1)

Intersection	Alt 2 (Two Quadrants)							
	2022		2029		2035		2040	
	AM	PM	AM	PM	AM	PM	AM	PM
Fire Tower Road at Arlington Boulevard	C (27.4)	C (23.2)	C (29.0)	C (27.9)	C (31.5)	D (36.4)	D (47.8)	E (56.3)
Fire Tower Road at Charles Boulevard	C (23.6)	C (28.9)	C (24.6)	C (31.4)	C (26.2)	D (44.0)	C (34.3)	E (69.2)
Fire Tower Road at NW Quadrant	B (14.9)	B (19.7)	B (14.4)	C (22.0)	B (14.0)	D (49.8)	B (14.1)	F (87.5)
Fire Tower Road at Kittrell Quadrant	B (14.4)	C (28.1)	B (15.2)	C (33.4)	B (17.2)	D (43.8)	C (27.2)	F (89.2)
Charles Boulevard at Kittrell Quadrant	C (25.4)	B (15.8)	C (26.7)	B (18.5)	C (27.8)	C (22.3)	C (32.7)	C (29.9)
Arlington Boulevard at NW Quadrant	C (21.7)	C (26.1)	C (23.5)	C (29.1)	C (25.8)	C (31.3)	C (29.8)	E (64.2)

Mr. Kincannon said they are specifically asking for a resolution in support of extending project limits to west of Arlington and inclusion of recommended and intersection and roadway improvements. He then asked

Council Member Smiley moved to adopt a resolution of support for Alternative #2, as recommended by the NC-DOT. Council Member Mercer seconded the motion, which passed by unanimous vote.

PRESENTATION BY THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION ON PREFERRED ALTERNATIVES FOR PROJECT U-2817 EVANS STREET/OLD TAR ROAD WIDENING AND CONSIDERATION OF A RESOLUTION SUPPORTING THE PREFERRED ALTERNATIVES – Resolution No. 019-17

North Carolina Department of Transportation (NC-DOT) Project Engineer Maria Rogerson explained that the purpose of this project is to increase capacity and improve traffic flow along Old Tar Road and Evans Street. It is a section of road that is listed as a major thoroughfare by the Greenville Urban Area Metropolitan Planning Organization (GUAMPO) Comprehensive Transportation Plan. She explained the current typical section, noting that the purpose of the median is to provide for left turn movements onto some of the side streets:



ncdot.gov U-2817 Evans Street/Old Tar Road Widening

Typical Section

- Four through travel lanes and a 23' median are needed to accommodate anticipated traffic
- Five-foot bicycle lanes are recommended to safely accommodate bicycle traffic, and are supported by local governments
- The curb and gutter facility minimizes impacts to homes, businesses, and environmental resources compared to a ditch and shoulder facility
- A reduced 16-foot median is proposed just north of Fire Tower Road to reduce property impacts.

Ms. Rogerson noted that 5-foot bike lanes are proposed. Providing bicycle lanes and sidewalks for cyclists and pedestrians in the project, improves safety and promotes alternative means of travel. Bicycle and Pedestrian accommodations need to be included along Evans/Old Tar, as a critical link in the larger network of bike/ped facilities throughout the City. Both the City of Greenville and NC-DOT have adopted complete streets standards. Sidewalks and bicycle lanes along the Evans Street corridor are supported in the Greenville Horizons 2026 Plan and the Greenville Urban Area Metropolitan Planning Organization’s 2011 Bicycle & Pedestrian Master Plan. She then showed examples of existing and proposed bicycle facilities in the area and discussed connectivity of bike lanes around the City.

Ms. Rogerson then discussed the following issues concerning impacts to the South Hall wall and the Paramore Berm:

ncdot.gov U-2817 Evans Street/Old Tar Road Widening

Impacts to South Hall Wall and Paramore Berm

- Wall and berm may be impacted
- A minimized typical section is proposed through this area with a narrower median (16')
- During final design NCDOT will try to minimize/avoid impacts to the berm and wall to the extent possible
- If a section of the wall is impacted, NCDOT will coordinate with the South Hall HOA to ensure that the impacted section of the wall is rebuilt under the construction contract
- Any site distance conflicts with the wall will have to be addressed as designs progress



Ms. Rogerson stressed that these are presently conceptual designs. They have not yet gotten into engineering designs where they can start looking at minimizing these potential impacts.

Because of the high volume of projected traffic at the Old Tar Road/Evans Street intersections with Fire Tower Road and Greenville Boulevard, Ms. Rogerson stated conventional intersection improvements are being investigated along with other design options. Considerations include:

- Quadrant roadway, which provides for left turns away from the main intersection
- Median U-turn options, which restrict left turns at key intersections, providing for those turning movements at U-turn bulb-outs away from the main intersection
- Conventional intersection improvements, which would add more travel and/or turn lanes to a four-way intersection

Ms. Rogerson reviewed two alternatives proposed for Evans and Firetower, and the three alternatives proposed for Evans and Greenville Boulevard and discussed the pros and cons of each. She said NC-DOT is recommending Alternative C in both cases.

Following extensive discussion of alternatives and potential neighborhood concerns within South Hall and Paramore, Council Member Smiley moved to adopt a resolution of support Alternative C, as recommended by NC-DOT, for both intersections, and to proceed with design work, to include bicycle facilities and sidewalks, while making every effort to minimize or remove impacts on neighborhoods on either side of the road, and to keep lines of communication open. Council Member Mercer seconded the motion, which failed by a vote of 2 to 4, with he and Council Member Smiley being the only affirmative votes.

Council Member Connelly moved to adopt a resolution of support Alternative C, as recommended by NC-DOT, for both intersections, while guaranteeing no impact to the walls and berms at South Hall and Paramore. Mayor Pro-Tem Smith seconded the motion. Council Member Smiley said if the City Council adopts this motion, they are asking NC-DOT to guarantee something they can't possibly know without doing the design work. He feels if they find their analysis is leading to either of those impacts, they should come back to tell the Council, but asked if Council Member Connelly is saying he wants NC-DOT to stop work if there will be an impact.

Council Member Connelly said he does.

Mr. Kincannon how the design process would evolve from as proposed, down to multi-use if that doesn't work, then to remove all bike facilities if it still doesn't work, etc. But there is a point at which the road cannot be designed around those parameters and still fit everything in.



Following additional discussion, the City Council voted 4 to 2 in favor of the motion to adopt a resolution of support Alternative C, as recommended by NC-DOT, for both intersections, while guaranteeing no impact to the walls and berms at South Hall and Paramore, with Council Members Smiley and Mercer casting the dissenting votes.

Mr. Kincannon stated the City Council has given them a direction that is literally impossible.

NEW BUSINESS

PUBLIC HEARINGS

City Manager Lipscomb departed the dais and Assistant City Manager Merrill Flood took her place for the remainder of the meeting.

ORDINANCE TO ANNEX ARBOR HILLS SOUTH, PHASE 5, INVOLVING 7.4973 ACRES LOCATED AT THE CURRENT TERMINUS OF ARBOR DRIVE – Ordinance No. 17-009

Planner Chantae Gooby showed a map depicting the proposed annexation area, which is located within Grimesland Township in voting district #4. The property is currently vacant with no population. A population of 52 people is estimated at full development. Current zoning is RA20 (Residential-Agricultural), with the proposed use being 24 single-family lots. Present tax value is \$187,433, with tax value at full development estimated at \$3,883,433.

Mayor Thomas declared the public hearing for the proposed annexation open at 8:59 pm and invited anyone wishing to speak in favor to come forward. Hearing no one, he then invited comment in opposition. Also hearing no one, Mayor Thomas closed the public hearing at 9:00 pm.

Mayor Pro-Tem Smith moved to adopt the ordinance to annex Arbor Hills South, Phase 5, involving 7.4973 acres located at the current terminus of Arbor Drive. Council Member Connelly seconded the motion, which passed by unanimous vote.

ORDINANCE TO ANNEX BROOK HOLLOW, SECTION 4, PHASE 2, INVOLVING 5.4450 ACRES LOCATED AT THE CURRENT TERMINUS OF CAMBRIA DRIVE – Ordinance No. 17-010

Planner Gooby showed a map depicting the proposed annexation area, which is located within Greenville Township in voting district #2. The property is currently vacant with no population. A population of 83 people is estimated at full development. Current zoning is



RA6 (Residential [Medium Density Multi-Family]), with the proposed use being 19 duplex lots (38 units). Present tax value is \$81,404, with tax value at full development estimated at \$6,797,904.

Mayor Thomas declared the public hearing for the proposed annexation open at 9:01 pm and invited anyone wishing to speak in favor to come forward.

Steve Spruill – No Address Given

Mr. Spruill, who indicated he is representing the applicant, stated he is available to answer any questions the City Council may have.

Hearing no one else wishing to speak in favor, Mayor Thomas invited comment in opposition. Also hearing no one, Mayor Thomas closed the public hearing at 9:02 pm.

Council Member Connelly moved to adopt the ordinance to annex Brook Hollow, Section 4, Phase 2, involving 5.4450 acres located at the current terminus of Cambria Drive. Mayor Pro-Tem Smith seconded the motion, which passed by unanimous vote.

ORDINANCE TO ANNEX AMERICAN BUILDERS, INCORPORATED, INVOLVING 0.646 ACRES LOCATED ALONG THE SOUTHEASTERN RIGHT-OF-WAY OF DICKINSON AVENUE EXTENSION (US 264 ALTERNATE) AND 900+/- FEET SOUTHWEST OF FROG LEVEL ROAD – Ordinance No. 17-011

Planner Gooby showed a map depicting the proposed annexation area, which is located within Arthur Township in voting district #2. She noted that this request and the next five are in the same general area. The property is currently vacant with no population, and no population anticipated. Current zoning is CH (Heavy Commercial), with the current and proposed use being a 4,800 square foot construction company. Present tax value is \$136,633, with no change anticipated.

Mayor Thomas declared the public hearing for the proposed annexation open at 9:03 pm and invited anyone wishing to speak in favor to come forward. Hearing no one, he then invited comment in opposition. Also hearing no one, Mayor Thomas closed the public hearing at 9:04 pm.

Mayor Pro-Tem Smith moved to adopt the ordinance to annex American Builders, Incorporated, involving 0.646 acres located along the southeastern right-of-way of Dickinson Avenue Extension (US 264 Alternate) and 900+/- feet southwest of Frog Level Road. Council Member Glover seconded the motion, which passed by unanimous vote.

ORDINANCE TO ANNEX THE ANN W. MEEKS PROPERTY INVOLVING 2.007 ACRES LOCATED AT THE SOUTHWESTERN CORNER OF THE INTERSECTION OF DICKINSON



AVENUE EXTENSION (US 264 ALTERNATE) AND FROG LEVEL ROAD – Ordinance No. 17-012

Planner Gooby showed a map depicting the proposed annexation area, which is located within Arthur Township in voting district #2. The property is currently vacant with no population, and no population anticipated. Current zoning is CH (Heavy Commercial), with the current and proposed use being a 11,200 square feet plumbing supply business. Present tax value is \$216,115, with no change anticipated.

Mayor Thomas declared the public hearing for the proposed annexation open at 9:04 pm and invited anyone wishing to speak in favor to come forward. Hearing no one, he then invited comment in opposition. Also hearing no one, Mayor Thomas closed the public hearing at 9:05 pm.

Mayor Pro-Tem Smith moved to adopt the ordinance to annex the Ann W. Meeks property involving 2.007 acres located at the southwestern corner of the intersection of Dickinson Avenue Extension (US 264 Alternate) and Frog Level Road. Council Member Glover seconded the motion, which passed by unanimous vote.

ORDINANCE TO ANNEX THE CHARLES AND VERNA WARTERS PROPERTY INVOLVING 0.894 ACRES LOCATED ALONG THE SOUTHEASTERN RIGHT-OF-WAY OF DICKINSON AVENUE EXTENSION (US 264 ALTERNATE) AND 1,375+/- FEET SOUTHWEST OF FROG LEVEL ROAD – Ordinance No. 17-013

Planner Gooby showed a map depicting the proposed annexation area, which is located within Arthur Township in voting district #2. The property is currently vacant with no population, and no population anticipated. Current zoning is CH (Heavy Commercial), with the current and proposed use being a 1,600 square feet plumbing company. Present tax value is \$147,037, with no change anticipated.

Mayor Thomas declared the public hearing for the proposed annexation open at 9:05 pm and invited anyone wishing to speak in favor to come forward. Hearing no one, he then invited comment in opposition. Also hearing no one, Mayor Thomas closed the public hearing at 9:05 pm.

Council Member Connelly moved to adopt the ordinance to annex the Charles and Verna Wartens property involving 0.894 acres located along the southeastern right-of-way of Dickinson Avenue Extension (US 264 Alternate) and 1,375+/- feet southwest of Frog Level Road. Council Member Godley seconded the motion, which passed by unanimous vote.

ORDINANCE TO ANNEX FOSS ENTERPRISES, INCORPORATED, INVOLVING 13.745 ACRES LOCATED ALONG THE NORTHWESTERN RIGHT-OF-WAY OF DICKINSON



AVENUE EXTENSION (US 264 ALTERNATE) AND 610+/- FEET SOUTHWEST OF FROG LEVEL ROAD – Ordinance No. 17-014

Planner Gooby showed a map depicting the proposed annexation area, which is located within Arthur Township in voting district #2. The property is currently vacant with no population, and no population anticipated. Current zoning is GC (General Commercial – County Zoning), with the current and proposed use being a 3,750 square feet auto salvage company. Present tax value is \$471,711, with no change anticipated.

Mayor Thomas declared the public hearing for the proposed annexation open at 9:06 pm and invited anyone wishing to speak in favor to come forward. Hearing no one, he then invited comment in opposition. Also hearing no one, Mayor Thomas closed the public hearing at 9:06 pm.

Council Member Connelly moved to adopt the ordinance to annex Foss Enterprises, Incorporated, involving 13.745 acres located along the northwestern right-of-way of Dickinson Avenue Extension (US 264 Alternate) and 610+/- feet southwest of Frog Level Road. Council Member Glover seconded the motion, which passed by unanimous vote.

ORDINANCE TO ANNEX FOSS ENTERPRISES, INCORPORATED, INVOLVING 3.459 ACRES LOCATED ALONG THE SOUTHEASTERN RIGHT-OF-WAY OF DICKINSON AVENUE EXTENSION (US 264 ALTERNATE) AND 440+/- FEET SOUTHWEST OF FROG LEVEL ROAD – Ordinance No. 17-015

Planner Gooby showed a map depicting the proposed annexation area, which is located within Arthur Township in voting district #2. The property is currently vacant with no population, and no population anticipated. Current zoning is CH (Heavy Commercial), with the current and proposed use being a 7,400 square feet retail business. Present tax value is \$325,363, with no change anticipated.

Mayor Thomas declared the public hearing for the proposed annexation open at 9:07 pm and invited anyone wishing to speak in favor to come forward. Hearing no one, he then invited comment in opposition. Also hearing no one, Mayor Thomas closed the public hearing at 9:07 pm.

Mayor Pro-Tem Smith moved to adopt the ordinance to annex Foss Enterprises, Incorporated, involving 3.459 acres located along the southeastern right-of-way of Dickinson Avenue Extension (US 264 Alternate) and 440+/- feet southwest of Frog Level Road. Council Member Connelly seconded the motion, which passed by unanimous vote.

ORDINANCE TO ANNEX THE PHILLIP E. TRULL PROPERTY, INVOLVING 1.737 ACRES LOCATED ALONG THE SOUTHEASTERN RIGHT-OF-WAY OF DICKINSON AVENUE



EXTENSION (US 264 ALTERNATE) AND 1,375+/- FEET SOUTHWEST OF FROG LEVEL ROAD – Ordinance No. 17-016

Planner Gooby showed a map depicting the proposed annexation area, which is located within Arthur Township in voting district #2. The property is currently vacant with no population, and no population anticipated. Current zoning is CH (Heavy Commercial), with the current and proposed use being a 5,500 square foot lawn mower repair company. Present tax value is \$208,862, with no change anticipated.

Mayor Thomas declared the public hearing for the proposed annexation open at 9:08 pm and invited anyone wishing to speak in favor to come forward. Hearing no one, he then invited comment in opposition. Also hearing no one, Mayor Thomas closed the public hearing at 9:08 pm.

Council Member Connelly moved to adopt the ordinance to annex the Phillip E. Trull property, involving 1.737 acres located along the southeastern right-of-way of Dickinson Avenue Extension (US 264 Alternate) and 1,375+/- feet southwest of Frog Level Road. Council Member Godley seconded the motion, which passed by unanimous vote.

ORDINANCE REQUESTED BY RBS RENTALS, LLC TO REZONE 1.144 ACRES LOCATED 350+/- FEET NORTH OF WEST 5TH STREET AND 180+/- FEET WEST OF BRIGHTON PARK DRIVE AND ADJACENT TO BRIGHTON PARK APARTMENTS FROM MO (MEDICAL-OFFICE) TO MR (MEDICAL-RESIDENTIAL [HIGH DENSITY MULTI-FAMILY])
– Ordinance No. 17-017

Planner Gooby stated that RBS Rentals, LLC has requested to rezone 1.144 acres located 350+/- feet north of West 5th Street and 180+/- feet west of Brighton Park Drive and adjacent to Brighton Park Apartments from MO (Medical-Office) to MR (Medical-Residential [High Density Multi-family]).

According to Planner Gooby, The Future Land Use and Character Map recommends office/institutional (OI) along the northern right-of-way of West 5th Street between Schoolhouse Branch and Harris Mill Run transitioning to residential, high density (HDR) to the north and traditional neighborhood, medium-high density (THMH) to the west.

The proposed rezoning classification could generate approximately 106 trips to and from the site on West Fifth Street, compared to the existing zoning, which generates 381 daily trips. Since the traffic analysis for the requested rezoning indicates that the proposal would generate 275 fewer daily trips than the existing zoning, Planner Gooby stated that a traffic volume report was not generated. During the review process, measures to mitigate traffic impacts will be determined.

In 1986, the subject property was incorporated into the City's extraterritorial



jurisdiction (ETJ) and zoned MD-3. Later, this district was renamed to MO (Medical-Office). Water and sanitary sewer are available to the property. 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: MR - Brighton Park Apartments

South: MO - RBS Rental Office (under common ownership of applicant)

East: MR - Brighton Park Apartments

West: MO - Port Human Services

Planner Gooby stated that, in staff's opinion, the request is in general compliance with Horizons 2026: Greenville's Community Plan and the Future Land Use and Character Map. "In general compliance with the comprehensive plan" should be construed as meaning the requested zoning is recognized as being in a transition area and that the requested zoning (i) is currently contiguous, or is reasonably anticipated to be contiguous in the future, to specifically recommended and desirable zoning of like type, character or compatibility, (ii) is complementary with objectives specifically recommended in the Horizons Plan (or addendum to the plan), (iii) is not anticipated to create or have an unacceptable impact on adjacent area properties or travel ways, and (iv) preserves the desired urban form. It is recognized that in the absence of more detailed plans, subjective decisions must be made concerning the scale, dimension, configuration, and location of the requested zoning in the particular case. Staff is not recommending approval of the requested zoning; however, staff does not have any specific objection to the requested zoning.

Planner Gooby stated the Planning and Zoning Commission voted unanimously to recommend approval of this request at its January 17, 2017 meeting.

Mayor Thomas declared the public hearing for the proposed rezoning open at 9:11 pm and invited anyone wishing to speak in favor to come forward.

Brian Fegundus – No Address Given

Mr. Fegundus stated he is speaking in favor of this rezoning on behalf of the applicant. He said he has nothing to add to Planner Gooby's presentation, but would be happy to answer any questions from the City Council.

Hearing no one else wishing to speak in favor, Mayor Thomas invited comment in opposition. Also hearing no one, Mayor Thomas closed the public hearing at 9:12 pm.

Mayor Pro-Tem Smith moved to adopt the ordinance to rezone 1.144 acres located 350+/- feet north of West 5th Street and 180+/- feet west of Brighton Park Drive and adjacent to Brighton Park Apartments from MO (Medical-Office) to MR (Medical-Residential [High



Density Multi-family]]. Council Member Mercer seconded the motion, which passed by unanimous vote.

ORDINANCE AMENDING THE SUBDIVISION ORDINANCE TO EXTEND THE REVIEW TIME OF PRELIMINARY PLATS BY TWENTY WORKING DAYS

Lead Planner Michael Dail stated the Planning and Zoning Commission voted at their January 17, 2017 meeting to sponsor and approve this text amendment. Preliminary plats are development plans that illustrate the layout of individual lots, streets, utilities, stormwater facilities and drainage, and they are typically one of the first steps in the development process and can be required for both commercial and residential development. Planning and Zoning is requesting to lengthen the process from 20 to 40 working days for the review of preliminary plats because of the numerous continuances that have been occurring. Of the six preliminary plats that were reviewed in 2016, three were continued, and this has been a trend over the last decade. The continuances are due to technical issues in land development that arise during the review period pertaining to street extensions, ties into existing transportation networks, street interconnectivity to adjoining properties and driveway cuts. In many cases, the 20 working day standard, which was established in 1989, is proving insufficient to work out these issues. Many of these issues require sit-down meetings between the developer and the review agencies. These continuances impact the public who want to participate in the process. Under the current process, there are only 8 days of review time before the notice is published in the newspaper and, once this notice is published, it has to be continued at the meeting. Citizens are inconvenienced by coming to meetings, only to see the item continued. A 40 day review period will provide for 28 days of review time before the first notice is published in the newspaper. Since preliminary plats are one of the first steps in development, this amendment will not impact the building permit process.

Mayor Thomas asked that this item be tabled to March to allow time for a town hall meeting with the City's Engineering leadership, Planning, Inspections and maybe the Fire Marshall, and to invite the development community and the engineers for a refresher. Perhaps they could submit questions ahead of time so answers could be prepared.

Council Member Mercer noted it would be helpful to have information on how peer cities handle similar matters.

Upon motion by Council Member Connelly and second by Council Member Glover, the City Council voted unanimously to table this item and its related public hearing to March.

RESOLUTION TO CLOSE PARKWOOD DRIVE – Resolution No. 020-17

City Engineer Scott Godefroy stated the City received a petition from Koinonia Christian Center Church Ministries, Inc. requesting the closure of Parkwood Drive from Pearl Drive to



the terminus adjoining the property of the petitioner. Parkwood Drive is a dedicated but an unimproved/unopened street section beginning at Pearl Drive and running east for 170 feet to the terminus at the property of Koinonia Christian Church. Parkwood Drive was proposed to be extended through the property of Koinonia Church. The Church made a request to delete the extension of Parkwood Drive through its property because of future expansion plans. As a requirement of deleting the extension of Parkwood Drive, the unimproved section is required to be closed.

City Engineer Godefroy stated the City Council adopted a Resolution of Intent to Close Parkwood Drive during its January 12, 2017 meeting and scheduled the required public hearing for tonight's City Council meeting. He noted that the Planning and Zoning Commission gave a favorable recommendation to the petition for closure during its December 20, 2016 meeting.

Mayor Thomas declared the public hearing for the proposed street closing open at 9:22 pm and invited anyone wishing to speak in favor to come forward. Hearing no one, he then invited comment in opposition. Also hearing no one, Mayor Thomas closed the public hearing at 9:22 pm.

Council Member Glover moved to adopt the resolution to Close Parkwood Drive. Council Member Connelly seconded the motion, which passed by unanimous vote.

OTHER ITEMS OF BUSINESS (PART 2)

(ADDED) ACCEPTANCE OF MUSEUM OF SCIENCE GRANT FOR RIVER PARK NORTH

Assistant City Manager Flood stated the City received the grant notification in December. It is necessary to officially accept the grant and there is no match required.

Council Member Mercer moved to accept the Museum of Science Grant for River Park North. Council Member Connelly seconded the motion, which passed by unanimous vote.

CITY MANAGER'S REPORT

Assistant City Manager Flood stated there has been some conversation about what is being done with the Inspections Division. There was one retirement and two people who resigned to accept other employment opportunities. The retiree came back on a temporary basis, although he had to wait 30 days, so he returned Tuesday of this week. The division is also bringing on a temporary Plans Reviewer, who hopefully will begin work in the next



week or two. Work is being done on an inter-local agreement, which will hopefully be before City Council in March, for an additional inspector that will be available to help in cases where there is a backlog. There will also be reserve inspectors on standby so that they can be contracted when needed.

Mayor Thomas asked what steps are being taken to get the permanent hires in place within the next 90 days.

Assistant City Manager Flood stated the division is within the recruitment period and there are some qualified applicants that came into the process this week. They are under review and, if it is determined they are eligible, interviews will be scheduled so that a selection can be made.

COMMENTS FROM THE MAYOR AND CITY COUNCIL

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

ADJOURNMENT

Mayor Pro-Tem Smith moved to adjourn the meeting, seconded by Council Member Godley. There being no further discussion, the motion passed by unanimous vote and Mayor Thomas adjourned the meeting at 9:27 pm.

Respectfully submitted,

Carol L. Barwick, CMC
City Clerk



PROPOSED MINUTES
SPECIAL MEETING OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
WEDNESDAY, APRIL 19, 2017

Having been properly advertised, a special meeting of the Greenville City Council was held on Wednesday, April 19, 2017 in the Council Chambers, located on the third floor at City Hall, with Mayor Allen M. Thomas presiding. Mayor Thomas called the meeting to order at 6:10 pm.

Those Present:

Mayor Allen M. Thomas, Mayor Pro-Tem Kandie Smith, and Council Members Rose H. Glover, McLean Godley, P. J. Connelly and Calvin Mercer

Those Absent:

Council Member Rick Smiley

Also Present:

City Attorney David A. Holec, City Clerk Carol L. Barwick and City Manager Search Consultant Bob Slavin

APPROVAL OF THE AGENDA

Upon motion by Mayor Pro-Tem Smith and second by Council Member Godley, the City Council voted unanimously to approve the agenda as presented.

PUBLIC COMMENT PERIOD

Mayor Thomas opened the public comment period at 6:11 pm, explaining procedures which should be followed by all speakers.

There being no one present who wished to address the City Council, Mayor Thomas closed the public comment period at 6:12 pm.

CLOSED SESSION

City Attorney Dave Holec advised that the City Council should proceed with holding a closed session for a review of candidates by Search Consultant Bob Slavin for the City Manager's position.



Mayor Pro-Tem Smith moved to enter closed session in accordance with G.S. §143-318.11(a)(6) for the purpose of considering the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer of employee. Council Member Glover seconded the motion, which passed by unanimous vote. Mayor Thomas declared the City Council in closed session at 6:13pm.

Upon conclusion of closed session discussion, motion was made by Council Member Godley and seconded by Mayor Pro-Tem Smith to return to open session. Motion was approved unanimously, and Mayor Thomas returned the City Council to open session at 7:38 pm.

ADJOURNMENT

Mayor Pro-Tem Smith then moved to adjourn the meeting, seconded by Council Member Godley. There being no discussion, the motion to adjourn passed by unanimous vote and Mayor Thomas adjourned the meeting at 7:39 pm.

Respectfully submitted,

A handwritten signature in cursive script that reads "Carol L. Barwick".

Carol L. Barwick, CMC
City Clerk

OFFICIAL MINUTES
MEETING OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
MONDAY, APRIL 24, 2017



The Greenville City Council met in a regular meeting on the above date at 6:30 p.m. in the Council Chambers, third floor of City Hall, with Mayor Allen M. Thomas presiding. The meeting was called to order, followed by the invocation by Mayor Thomas and the Pledge of Allegiance.

Those Present:

Mayor Allen M. Thomas; 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 Pro-Tem Kandie D. Smith

Also Present:

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

APPROVAL OF THE AGENDA

City Manager Barbara Lipscomb requested to add a closed session regarding personnel to the agenda.

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

PUBLIC COMMENT PERIOD

Glenn Cauvin – 209 Jack Place, Winterville, NC

Mr. Cauvin made comments about the Evans Street/Old Tar Road widening, stating to correct what was written in the newspapers and for the record, some residents never said that they opposed the roads expansion. His comments at another Council meeting were about the anticipated traffic increase in the Paramore community due to the road widening. He asked that someone get back to him at (252) 814-1483. The Paramore community is aware that the road widening needs to be done and this community is looking for equality – whatever is taken from one side, the same should be taken from the other side. The Paramore community is not prepared to give up more than they have to.

John Davis – 1200 Airport Road

Mr. Davis expressed his concern about the building of a camping deck directly across the Tar River from his house. His house is the only one on the river for a ½ mile in any direction and he has lived there for 30 years. It would not be a good relationship for him or people who camp there and feel they might enjoy a peaceful night on the river in a wilderness situation. He is an outdoor person who has floodlights, outdoor live music, and target shooting. The distance is 200 feet between the other side of the river and his house where the platform is going. He was not notified and was unaware of this site until he saw them unloading the lumber at night. Moving the location for the camping deck a couple of 100 yards from its original site in either direction would keep the camping deck from being an issue.

Mayor Thomas asked Mr. Davis to leave his contact information with staff.

Steven Hardy-Bras – Greene Street

Mr. Hardy-Bras stated that a week ago, members of the 82nd Airborne were in Greenville. For the first time when going out, the veterans felt more accessible, welcomed and included in Greenville because of the improvements on the sidewalks and crosswalks. On behalf of the veterans and the disabled, serving the country in the few years, he thanked the City Council for making sidewalks and making Greenville more accessible and inclusive. The more done to make the City more walkable and bikable, the more inclusively the City is welcoming to tourists and others coming to Greenville to visit.

Amy Rundio – 107 Sunshine Lane, Unit B

Ms. Rundio spoke about the importance and need for biking. When she moved to Greenville from Florida, she was nervous about finding a new home. However, this cycling community has been great. She found people to spend time with and to explore the City and County and she believes that is something she would have not done, if she had not found Greenville. Having safe infrastructure to allow cyclists to continue to do this would be very important for her and the community.

Tony Parker – 1928 Cambria Drive

Mr. Parker made comments about the need for sidewalks and bike lanes in Greenville and Pitt County. Many people in the community rely on walking and biking as their sole modes of transportation. The topic of active transportation will come before the City Council twice this evening.

Mr. Parker spoke in support of the proposed resolution on a policy to support bike lanes in Pitt County. Having complete streets will benefit those who have an active lifestyle, but more than anything this type of streetscape will be freeing those who depend on transportation such as wheelchairs, walking and biking. They are a progressive shot in the arm that will help stimulate growth and investment and go a long way to better the health of citizens, both mentally and physically. Movement is good for the body and soul.

Mary Clay – 343 Third Street

Ms. Clay stated that she is supportive of the bike lanes, sidewalks, and safety for bikers. Cyclists want to be safe and healthy. All of them work, live, and do their social activities in Greenville, and they do what everybody else does, but they do it by bike. She asked the City Council to give them consideration to do it safely, and any considerations given for bike lanes and sidewalks would be appreciated.

Brian Glover – 1407 North Overlook Drive

Mr. Glover made comments about the issues on the agenda related to roads. The North Carolina Department of Transportation must create that the Evans Street/Old Tar Road widening does go forward and that it does shift some traffic to other modes. The City must make it bikable and the City has to have good transit on that corridor because it is the most important corridor in the City. The City Council must consider the needs of the elderly, children, and people with disabilities of all kinds, and those who cannot afford a car or who simply do not want one. All of those people are being shut out of doing what they want in this community by the road plans made.

Mr. Glover asked for the City Council's support of the resolution on complete streets and to make sure that any further plan for Evans Street/Old Tar Road widening includes multi-module facilities to connect Winterville to Greenville.

Landen Weaver – Bill Clark Homes

Mr. Weaver stated that Bill Clark Homes is concerned mainly about the left turn from Evans Street onto Firetower Road. They want to make sure that Paramore is not a cut-through because it would devastate the homeowners and property values. Also, landscaping on a buffer is a secondary concern.

Megan Perry – 601 South Oak Street

Mr. Perry made comments about bikers and pedestrians' safety. As a cyclist, she has experienced many close calls herself not only on even longer recreational rides, but on also cycling to and from work. She has also seen students get struck and some of them have been injured rather severely. Students have to walk in the middle of the streets to get from where they park or from their homes to the campus. The City Council should take in consideration the safety for all citizens and that companies coming to Greenville are looking for bike and pedestrian friendly cities and do look at that as a factor of quality of life.

Bill Kazda – 908 Tiberius Way, Winterville, NC

Mr. Kazda stated this past Saturday, he had the opportunity to enjoy the new greenway extension and the bike lane on Arlington Boulevard. He thanked everyone for their support of such new infrastructure that would be a benefit not only for recreation, but also for those who commute to the university and the hospital. Hopefully, such attention could be directed to bike lanes on the Evans Street/Old Tar Road improvements and other road widening improvements in Greenville so that citizens can continue to enjoy the economic and health benefits as other towns around the country is seeing.



Mr. Kazda stated that where there are bike lanes and infrastructure, 46% of Americans, who have access to a bike, would be more likely to ride them if there is infrastructure where they feel safe. Several studies have shown that businesses are near bike infrastructure because people on bikes will not spend as much money in one visit as someone in a car, but they would spend more at those businesses from month to month.

CONSENT AGENDA

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

- Acceptance of Single-Family Loan Pool Disaster Recovery Funds from the North Carolina Housing Finance Agency
- *Removed For Separate Discussion* Renewal of Contract with The Ferguson Group
- *Removed For Separate Discussion* Establishment of Fair Market Value for 1009 West 5th Street
- *Removed For Separate Discussion* Establishment of Fair Market Value for 1119 West 5th Street
- *Removed For Separate Discussion* Establishment of Fair Market Value for 1404 West 5th Street

Council Member Connelly requested to remove four items listed under the Consent Agenda for separate discussion, including the renewal of the contract with The Ferguson Group and the establishment of Fair Market Value for three properties: 1009 West 5th Street, 1119 West 5th Street, and 1404 West 5th Street.

Motion was made by Council Member Smiley and seconded by Council Member Mercer to approve the remaining item under the Consent Agenda. Motion carried unanimously.

CONSENT AGENDA ITEMS FOR SEPARATE DISCUSSION

RENEWAL OF CONTRACT WITH THE FERGUSON GROUP

Council Member Connelly asked staff to give an update on some of the initiatives and grants that the City received from The Ferguson Group over the last fiscal year.

Assistant City Manager Merrill Flood responded that most notably this year, the designation of Highway 264 as an interstate would not have happened without The



Ferguson Group. The Ferguson Group is having discussions with not only HUD (U. S. Department of Housing and Urban Development), but also with the local congressional delegation about a lead based paint grant application for the City. Also, they have been urging funding to help in the aftermath of Hurricane Matthew.

Council Member Connelly asked whether the City received \$500,000 from the COPS Grant.

Assistant City Manager Flood responded that is correct.

Council Member Connelly asked whether the City has heard anything from The Ferguson Group as far as budget cuts from the new administration.

Assistant City Manager Flood responded yes. The Ferguson Group has given staff monthly updates as to the proposed budget that is in front of Congress and areas that the City needs to mobilize to support the local funding initiatives. Last week, staff sent them the City's participation in CDBG (Community Development Block Grant) activities. The Ferguson Group is carrying the City's messages forward.

Mayor Thomas stated that although the City was unsuccessful to date, both the TIGER grant applications were very instrumental in that. Sometimes it's not just the things The Ferguson Group are successful with, it is how much effort that they put in other things as well. Also, the Ferguson Group is trying to help with the Pitt-Greenville Airport funding for an extra airline out of Greenville.

Motion was made by Council Member Smiley and seconded by Council Member Connelly to approve and authorize the City Manager to execute the contract agreement with The Ferguson Group. Motion carried unanimously.

ESTABLISHMENT OF FAIR MARKET VALUE FOR 1009 WEST 5TH STREET

Council Member Connelly stated that this property was purchased in September 2011 for \$32,867. The City Council is charged with establishing a fair market value, which is presently \$18,000. Council Member Connelly asked about the reason behind the City paying such a high rate for this house.

Assistant City Manager Merrill Flood stated that at the time it was purchased, the appraisal cost came out at that amount, and the house was in a different condition. Once the City purchased the home, it was considered as a contributing structure. The Department of HUD (U. S. Department of Housing and Urban Development) had some guidelines as far as how the City had to renovate the house and that would have been an expensive rehab. Since that time, there has been interest to purchase and renovate the home by a family member.



Council Member Connelly stated that understandably, 2011 was not exactly the height of the market so paying a premium for it is not the same if it was 2005 or 2006. Council Member Connelly asked why it was so much more at that timeframe.

Assistant City Manager Flood responded that the City had interest in the area and between 2004 and 2010, the City purchased, 230-260 properties through bond, CDBG, and HOME funds. The City was its own worst enemy; the City was affected by the market and real estate prices because of being actively engaged with acquisitions at the time.

Council Member Connelly asked about the condition of the house between 2011 and now. Has the City just neglected the property and let it deteriorate?

Assistant City Manager Flood responded that the City has done minor things to secure the house. No major renovations were done and paint is obviously an issue, according to the appraisal report of flaking and peeling paint on the inside. Over time, a house that is not lived in begins to show signs of wear.

Council Member Connelly stated the City Council is charged with establishing the fair market value for this property. He asked whether the City Council should use the \$18,000 appraised value or is the City Council setting a different value for the property.

Assistant City Manager Flood responded that staff is asking the City Council to set the fair market value based on the appraisal report. Unless, the City Council has an idea on what the price would be then staff would advertise the property at 1009 West 5th Street through the sealed bid process.

Council Member Connelly asked about the advertisement method for the sale of this property. Does staff use paper publications and websites such as Trulia, Zillow, and realtor.com?

Assistant City Manager Flood responded that past practice has been to advertise that properties are available for sale basically through The Daily Reflector as a legal notice. Also, available properties for sale are advertised at the City's website as well.

Council Member Connelly asked whether the City can list this property with a real estate broker.

City Attorney David Holec responded that the City is still required to go through the sealed bid process. That is one of the methods available. The other is the negotiated offer and upset bid method, but the City cannot just retain a realtor and then put the property up for sale with an asking price without one of those legally authorized procedures.

Council Member Connelly stated that his concern is when the City sells these properties, the City should get the highest and best price for these properties and offer them to as many people as possible. Paper publications are not exactly where they once were.



Internet-based advertisements are probably more effective. His concern is that the City is not advertising in the current manner.

Council Member Godley stated that The Daily Reflector does a great job with covering Greenville's news, but the City should advertise with the New York Times as well. People around his age group are thinking about making that first purchase of a home. Not many of them are looking at newspapers or will turn to them for potential listings. That should be something that the City Council should look at in the future.

Council Member Godley stated the City Council must make sure that the City's investments pay off and are not simply a money pit when money is lost over a 4-5 year period of time.

Mayor Thomas stated that purchasing this property was not a good result, but he also does not want this discussion to end without acknowledging that staff has made a lot of good decisions as well. The guidelines should have been known by all before getting the City in that situation and it was a learning experience.

Motion was made by Council Member Smiley and seconded by Council Member Glover to establish fair market value of the property at \$18,000 and to authorize the sale of the property located at 1009 West 5th Street by the sealed bid method, as outlined in N.C. General Statutes 160A and 268J. The motion passed with a 3-2 vote. Council Members Glover, Smiley, and Mercer voted in favor of the motion and Council Members Godley and Connelly voted in opposition.

ESTABLISHMENT OF FAIR MARKET VALUE FOR 1119 WEST 5TH STREET

Motion was made by Council Member Smiley and seconded by Council Member Glover to establish the fair market value of the property at \$9,600 and to authorize the sale of the property located at 1119 West 5th Street by sealed bid method, as outlined by N.C. General Statutes 160A and 268J. The motion passed with a 3-2 vote. Council Members Glover, Smiley, and Mercer voted in favor of the motion and Council Members Godley and Connelly voted in opposition.

ESTABLISHMENT OF FAIR MARKET VALUE FOR 1404 WEST 5TH STREET

Assistant City Manager Merrill Flood stated that this property was part of early on revitalization efforts. The appraisal price is \$19,800 and that is the recommendation for the fair market value for this piece of property.

Council Member Connelly asked if it is true that the City paid \$120,000 for this property.

Assistant City Manager Flood responded that an old dry cleaning business and a gas station was on this property so the City paid for some cleanup as well.

Mayor Thomas asked if the City received funds to help with the cleanup.



Assistant City Manager Flood responded that HUD (U. S. Department of Housing and Urban Development) dollars were used to do the cleanup.

Council Member Connelly asked if there is a reason why the City paid an inflated amount of money. That is a \$101,200 loss for the City.

Assistant City Manager Flood stated that as in the past, the City seeks to purchase property using the method of appraisal and reappraisal to establish what the price point should be to purchase it. That was based upon the appraisal and the review of appraisal, which is typical.

Council Member Connelly stated that he wants to see improvements made west of the City and on West 5th Street. His concern is that the City is paying exorbitant amounts of money for properties. Whether the tax dollars come from the federal, state, or local level, they are still tax dollars. Taxes are taken out of paychecks on a monthly basis.

Council Member Connelly stated that as a City Council Member for 1 ½ years, he has seen more real estate that has gone badly and his concern is that it is always because of the use of federal funds. There is no excuse because the City could use those federal funds in other manners and better ways. There are plenty of houses in West Greenville that could use \$101,200 or \$120,000 for rehabilitation.

Mayor Thomas asked about when this property was purchased by the City.

Assistant City Manager Flood responded that this one was purchased in April 2014.

Council Member Smiley asked about the toxic chemicals on the site.

Assistant City Manager Flood stated that when the property cleanup was done, the City had to go through the Environmental Phase I and identify what was there and that is booked into the price. When federal dollars are used, you have to acquire under the Uniform Relocation and Acquisition Act. While issues dictate the City is not liable in removal of blighted conditions, the appraiser takes in account the existing conditions of the structure and what the market and comparables are on a square foot basis for these properties.

Assistant City Manager Flood stated that this property has a commercial zoning and the highest and best use was determined to be a commercial use and the end that factored into the appraiser's establishment of what the value is on that particular piece of property. When using the USPAP (Uniform Standards of Professional Appraisal Practice) conformity, you are not necessarily aware of all of the appraiser's thoughts whenever it comes to establishing those values, but that is the avenue that the City is in when using federal dollars to purchase property.

Council Member Smiley asked whether the environmental hazards on this property would have been an obstacle to a private development of the site.



Assistant City Manager Flood responded yes.

Council Member Smiley asked whether those hazards have been removed and is the property now open for private/commercial development.

Assistant City Manager Flood responded yes. There was mainly soil contamination and the City cleaned up the property.

Council Member Smiley stated so that a significant amount of the value that the public has received from this process has been removal of circumstances, which would have kept that property in a blighted condition (perhaps in perpetuity), in the absence of somebody willing to step in and assume the risk of cleaning it up. That risk has been assumed and is now extinguished.

Assistant City Manager Flood responded that is correct.

Council Member Godley asked whether the City is obligated to pay fair market value for the City's new real estate acquisitions.

Assistant City Manager Flood responded that if federal funds are used, the City is obligated to pay the fair market value.

Council Member Godley stated that this item was put on the Consent Agenda, which means that unless a Council Member pulls it for separate discussion it could be approved and unnoticed. The City is going in the hole for these purchases so the City Council must be smart and frugal about this moving forward.

Council Member Connelly stated that he is aware there were environmental concerns and just because they are created, the City is not responsible for the cleanups.

Assistant City Manager Flood stated that the purpose was not to purchase the property to create a City of Greenville gas station or laundry mat, but it was purchased to clean up a blighting situation. When the City Council adopted the Revitalization Plan, blighted properties were identified and without investment by the City, they would remain or the City would work to clean up them. This is one of those properties.

Council Member Smiley asked whether the properties nearby are probably worth more because they do not have a blighted property sitting right next to them.

Assistant City Manager Flood responded that the real estate value can be affected by property cleanup. The City has some interest in one more consisting of about four properties that had a transmission shop on it. That will come before the City Council for consideration in the upcoming months and for the very same reasons: square footage value, zoning, highest and best use, and determination by the appraisal. The City had to spend equal amounts to clean up these situations.



Council Member Smiley stated that it is the City Council's job to try to do good things for the community. If there is a toxic pit in the middle of the community, it is the task of this City Council to make sure it gets cleaned up and sometimes the cheapest way is for the City to do it. Maybe the City can find someone else to do the cleanup and that would be great, but sometimes it is not possible.

Motion was made by Council Member Smiley and seconded by Council Member Glover to establish the fair market value of the property at \$19,800 and to authorize the sale of the property located at 1404 West 5th Street by sealed bid method, as outlined in N.C. General Statutes 160A and 268J.

Council Member Glover stated that if these properties remain vacant, there will be problems with transients living in them and vandalism could occur as well.

Council Member Glover asked whether these people, who are interested in the properties, are moving back to Greenville and remodeling the homes or redeveloping the properties.

Assistant City Manager Flood responded that for the various properties, there have been redevelopment proposals by people who made the offers. This is the very first step, determine fair market value, and market them through the sealed bid method, they will come back with a bid and a redevelopment proposal for the property. In each case, an interested party indicated that they are willing to buy the properties and to invest for redevelopment.

Council Member Glover asked about the type of investments for redevelopment.

Assistant City Manager Flood stated that the three that the City has now are all commercial. There has been interest by redevelopers for commercial purposes.

Council Member Glover asked if there will be any more fast food stores and 24-hour drive through stores.

Assistant City Manager Flood responded that staff heard uses that will be supportive of the neighborhood.

Council Member Godley asked how many of the 230 houses have been sold.

Assistant City Manager Flood responded that the City is on house number 37 or 38 and the City had combined lots. The City had a number of substandard structures/lots to come down, and this will be the first commercial investment. The appraisal that was done was for a house and property so there was some value.

Council Member Godley requested that the discussion of advertising City properties for sale online should be placed on a future City Council meeting agenda.



There being no further discussion, the motion passed with a 3-2 vote to establish the fair market value of the property at \$19,800 and to authorize the sale of the property located at 1404 West 5th Street by sealed bid method, as outlined in N.C. General Statutes 160A and 268J. Council Members Glover, Smiley, and Mercer voted in favor of the motion and Council Members Godley and Connelly voted in opposition.

OLD BUSINESS

REQUEST BY HOME BUILDERS SUPPLY COMPANY TO PURCHASE CITY-OWNED PROPERTY LOCATED AT WILSON STREET AND LINE AVENUE, BEING PITT COUNTY PARCEL NUMBER 19999

Assistant City Manager Merrill Flood stated that this request was before the City Council at its March 20, 2017 meeting. At that discussion, the City Council wanted to hear more information about the proposed and intended redevelopment by the petitioner. An offer has been made by the Home Builders Supply Company (Home Builders) for a piece of property that was donated to the City in October 1993 by the Higgs' heirs. The property is located on Wilson Street and Line Avenue. It is 11,300 square feet and the recent evaluation by the Pitt County Tax Assessor has the property valued at \$4,550. After hearing plans by the proposed redeveloper, if the City Council decides to move forward, staff would secure an appraisal, bring the report back to the City Council for establishment of the fair market value, and then advertise the property through the sealed bid method.

Council Member Smiley asked about the current use of the property.

Assistant City Manager Flood responded that it is a parking lot being used for overflow parking for the Guy-Smith Stadium.

Council Member Smiley asked whether it is regularly used for that purpose.

Director of Recreation and Parks Gary Fenton responded there might be times when some of the activities held at the Guy-Smith Stadium Park might have a use for the additional parking. There are about 29 parking spaces in that parking lot and they are seldom used. Council Member Connelly asked about the appraisal cost in the amount of \$1,500 for this property.

Assistant City Manager Flood responded that is staff's estimate, which is based on incoming appraisal reports.

Council Member Connelly stated the appraisals for the other properties discussed earlier this evening were \$550. Why is the appraisal for this property three times as much?



Assistant City Manager Flood responded that in part of that, the City would get a review appraisal, and that is two appraisal reports.

Council Member Glover stated that she does not understand why the City would want to sell this parcel because there are times when this parking lot is full. Losing those 29 parking spaces would invite people to park their vehicles more into the neighborhoods and people are doing that already. During the summer months, the parking lot is used for the ballpark and the pool is open. She would not be in favor of the City selling this property because the business has already built a new building plus if the company is granted to purchase this property then the business is pushed into the residential area.

Motion was made by Council Member Smiley and seconded by Council Member Glover to deny the request.

Darsine Sowers, CFO for Homebuilders Supply, displayed photos of the property and stated that the property has been at the location since 1948. Home Builders has been in business since 1948 and the property is a result of a cut-through. The company has acquired more land overtime. The road was absorbed into the current parking structure. Since 2006, Home Builders does not own the property, but the company has been paying the property taxes on that small section, which is about a quarter of an acre.

Mr. Sowers stated the reason for the Home Builders' request is the business is growing and they have the opportunity to expand, and this section would open up a ½ acre, about 20,000 square feet of ground space for them to continue development. The company has an alternative site for it to grow, which is their sister facility in Wilson, North Carolina. They would like to keep the development and growth in Greenville. Home Builders has the opportunity potentially to add a full-time employee as a result of this growth and expansion of their business.

Mr. Sowers stated that another question raised at the March 20, 2017 City Council meeting was about the parking situation. He had discussions with the neighbors and they do not have a problem with the company investing in, changing and moving the business more towards commercial. Most of the homes in the area is rentals with the exception of 3-4 homes on a corner, which are not maintained as nicely. Most people choose not to park in the parking lot instead they use a road for parking for Little League baseball parking behind the dugout or in the swimming pool area. If they do park, they will park on the side of the road. The parking lot is not being used effectively.

Mr. Sowers stated that Home Builders' proposal is to put the expansion on the corner and there will be nicer fencing. The memorial plaque would be predominately displayed on the property and moved anywhere based on the City's choice of location. The company will bring its highest and best offer because it is a sealed bid process and they cannot afford someone else to purchase the property.



Council Member Glover stated that most of the photos displayed rental properties, some homeowners' properties are located behind the dugout and pool, and there is a one-way street where the parking lot is located.

Mr. Sowers stated that their proposed development really does not impact those homeowner's properties as much. Myrtle Street is a one-way street. Anyone who built or developed in the area knows that their business is a lumber company. Home Builders employ many of the people who live there so they do not want to stand in the way of progress.

Council Member Connelly stated that he feels that it would be great if the plaque remains on the same property because it was donated to the City.

Council Member Connelly asked about the company hiring an additional employee due to the proposed expansion.

Mr. Sowers responded that they have a temporary part-time position and the company has been busy.

Council Member Glover asked about how far the company is planning to build out on Line Avenue.

Mr. Sowers responded that right now, the company has no plans for any structures. It would just be fencing and then they would enclose and use that area for some of the company's lumber supplies and a second staging area, possibly.

Council Member Smiley stated that selling this property is not in the City's best interest. The City has strong uses for this property and substantial plans for this area and the baseball. The parking will be needed plus there is no other parking in the area that the City could buy. This land is worth more to the City than it is likely to get in terms of an appraised value or a bid from this company. Since he does not want the City to sell the property, he does not want it to be appraised for the purpose of selling it. Council Member Smiley recommended to deny the request.

There being no further discussion, the motion to deny the request passed with a 3:2 vote. Council Members Glover, Smiley, and Mercer voted in favor of the motion and Council Members Godley and Connelly voted in opposition.

NEW BUSINESS

UPDATED PRESENTATION BY THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION ON PREFERRED ALTERNATIVES FOR PROJECT U-2817 EVANS

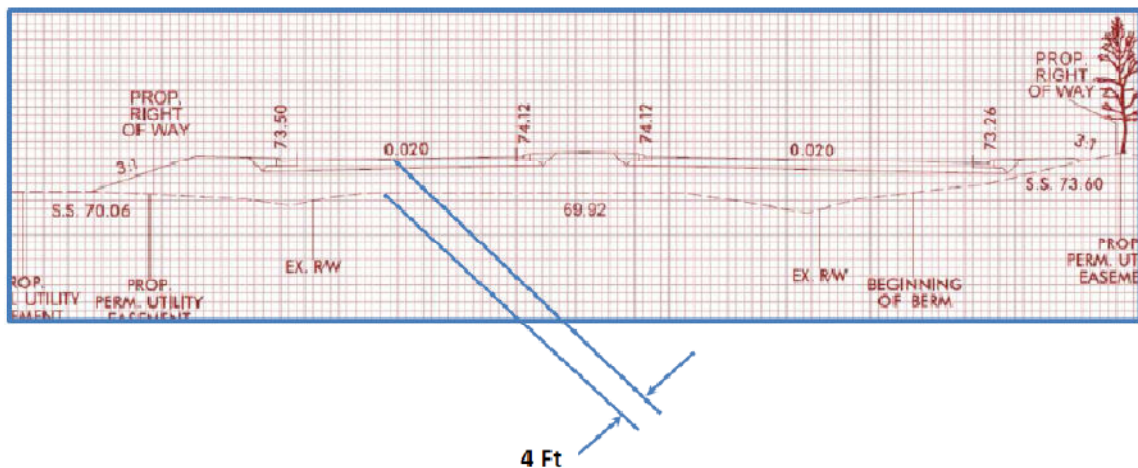


STREET/OLD TAR ROAD WIDENING AND CONSIDERATION OF RECOMMENDED PROJECT DESIGN – (Resolution No. 028-17)

Project Engineer Bill Kincannon from Division 2 of the North Carolina Department of Transportation (NCDOT) gave information regarding the current project status. This project is currently on hold from the City Council meeting of February 9, 2017. The NCDOT spoke with City Council Members, the homeowners associations (HOAs) along the corridor, and various members of the public. The typical section has been revised to minimize the impacts. The corridor has been viewed for median reductions and accessibility. The NCDOT has done some initial stormwater management engineering to figure out the elevations of the road in certain sections. Also, the NCDOT has looked at the intersections from Winterville to Greenville Boulevard to see what can be done to improve them, minimize impacts to property and businesses and homeowners. Any further design is on hold until approval and an adopted resolution are received from the City Council.

Mr. Kincannon explained the engineering review findings stating that the initial 23 feet raised median can be reduced to 17.5 feet in many places. Too much reduction of the median results in some impact in some impact to traffic flow and reduces turning movements and accessibility at several key intersections including Ashley Meadows, West Meath, and Martinsboro. The NCDOT also found that they can reduce the impacts at the Greenville Boulevard intersection by changing their alternative. The NCDOT has done some initial hydraulics study, which basically tells them the elevation of the road because, right now, there is a ditch section. The ditches will come out, pipes will go in, there will be curb and gutter so the elevation is going to change and the water will move to the nearest outfall. The following is a sketch of the section exactly in the center between the two driveways at South Hall.

Elevation Changes for Drainage



Station 160+00 Centered between N and S South Hall entrances

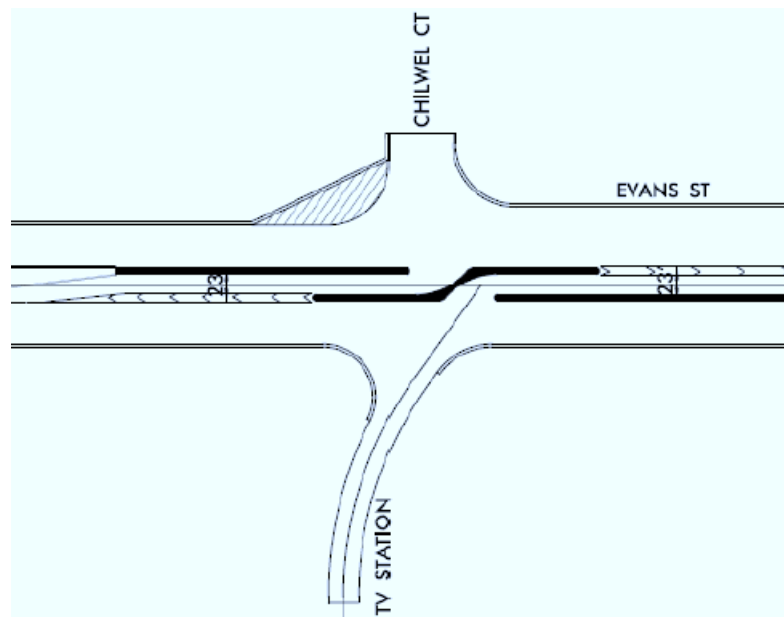


At station 1600 precisely in the center of the two driveways, the elevation will change to 4 feet, which is going to make a significant impact to both sides of the road. At the wall and berm of the other side, there will be some lesser impacts probably from 1-3 feet.

Mr. Kincannon explained how the NCDOT will reduce some of the impacts, stating they will be going block by block to reduce underground utility placement impacts using placement as close as possible behind the curb. The City leadership and NCDOT are working closely with the Greenville Utilities Commission (GUC) to minimize aerial easements including using the GUC's poles within the right-of-way whenever feasible and agreeable.

Mr. Kincannon state that the NCDOT had discussions about using staged construction. If they must impact the wall, berm or anywhere they are going to affect a property and structure, they will determine the impact, establish a green space and place a barrier fence in front of the planting area. That will be done so the people who live there will not have to look at a construction site the entire time. This will be done ahead of the actual construction. The sight distance clearing will be reduced to the minimum required by design standard. They will minimize the medians widths to accommodate traffic access while still providing protected turn lanes.

Mr. Kincannon displayed the following median configuration of the intersection of Chilwel Court and Evans Street across from the TV Station.



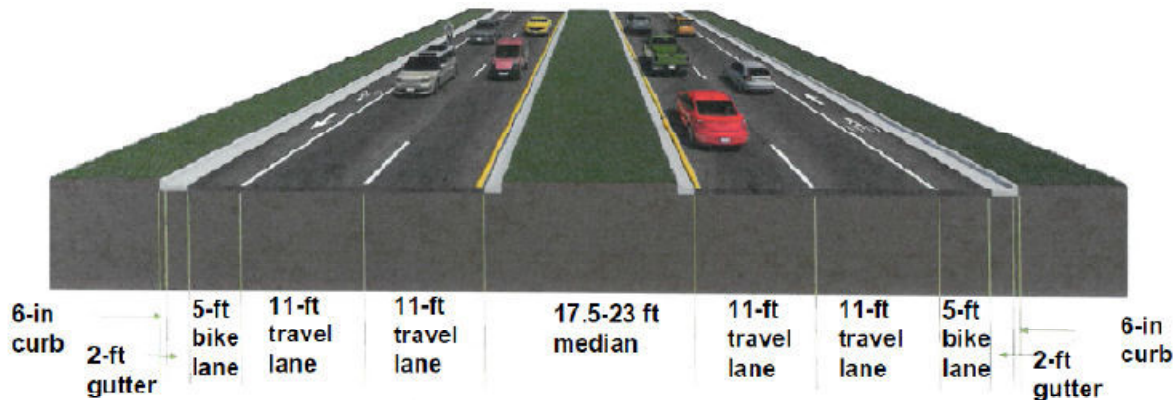
This a typical place where there are opposing left turns and by placing the medians this way, they can put people in a protective left turn in either direction and maintain the access that NCDOT wanted at these locations. The NCDOT received some inquiries about what is going to happen with the medians. These medians can be as they are on Firetower Road where there are larger medians and plantings can be established in them to enhance their aesthetic appeal.



Mr. Kincannon explained the typical section through the corridor, stating that NCDOT will reduce the initial median where possible. The original configuration was two 12 feet inside lanes and two 14 feet outside lanes resulting in a 74.5 feet curb to curb width. The proposed lane configuration is four 11 feet lanes and two 5 feet bike lanes resulting in a 76.5 curb to curb width. The NCDOT is accommodating the bicyclists. This is an appropriate lane width for this speed and the urban setting. This configuration fully supports the City of Greenville Horizons 2026 Community Plan. The following is a sketch of the recommend typical section.

Recommended Typical Section

- Purpose of the project is to increase capacity and improve traffic flow along Old Tar Road and Evans Street. This approved section meets that objective.



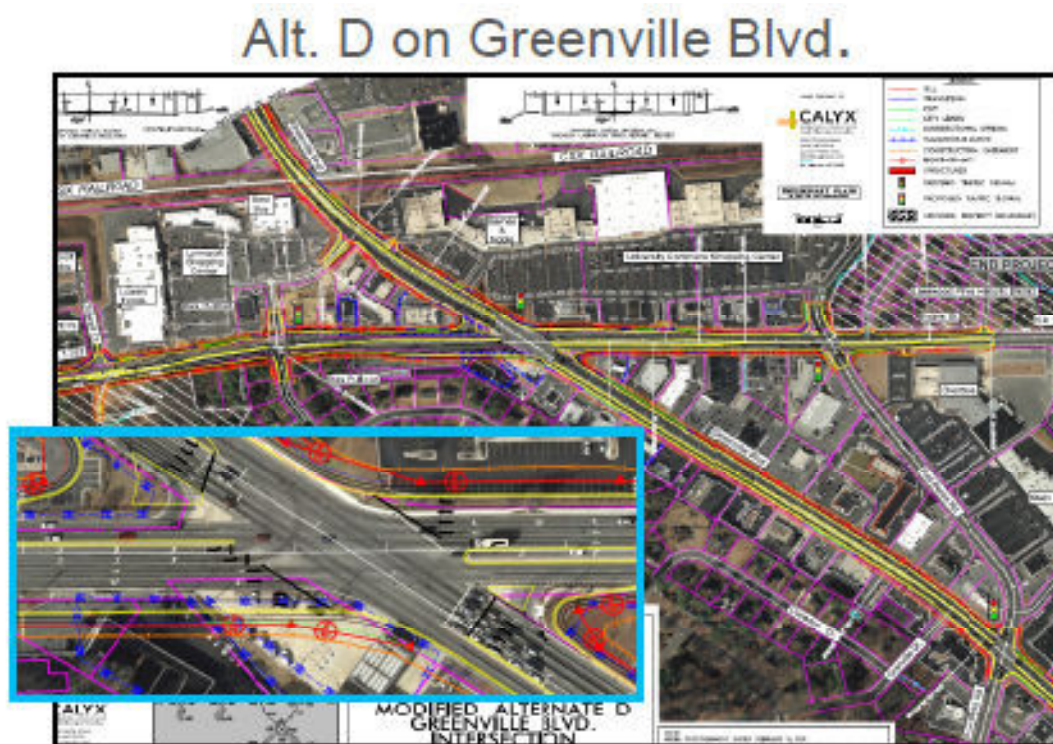
Mr. Kincannon summarized the NCDOT's commitment to minimizing impact to Evans Street and Old Tar Road property owners:

- Barriers (Walls and berms) will like be impacted – These impacts will be addressed with HOA or other owner's groups individually
- Department is willing to include wall replacement construction in project construction contract
- Berm retaining walls will be implemented where practical with input from citizen groups with goal to maintain a project standard
- Affected berms not sustainable by retaining walls may be rebuilt as practical with vegetation replaced
- Construction will be staged to allow vegetation placement and barrier replacement ahead of roadway construction when possible
- When practical plantings will be installed separately from main contract to establish growth and maintain barrier
- Safety fence installed between revised barrier and construction



Mr. Kincannon stated that when the NCDOT looked closely at the impacts to the properties throughout the corridor, they also took a look at the intersections. The Alternative C quadrant design may result in reduced accessibility to Greenville Boulevard businesses on either side of Evans Street. There will be extended extra lanes on Greenville Boulevard resulting in significant right of way acquisition and impacts to businesses and reduced parking. The pedestrian access at this intersection is currently not really there. A few individuals are crossing at the intersection where there is paint. They are crossing half way back and in between cars. The design team looked at the safety concern of U-turns on Greenville Boulevard at the end of the median near the railroad.

Mr. Kincannon stated that Alternative D maintains traffic as well as Alternative C.



The movements are basically the same as they are now. The NCDOT is adding one left turn lane. The movements remain the same with the lanes shifting from three lanes to two instead of the current two lanes dropping to one. To facilitate pedestrian crossing, a crosswalk will be built at the signalized intersection at Martinsboro Street and a pedestrian head will be placed there so that pedestrians will have a controlled crossing. Also, NCDOT is looking to do the same thing on the other side to facilitate a safe crossing location. That is to place one at Red Banks Road and that leaves one place to cross on Greenville Boulevard. Greenville Boulevard is a difficult place to establish a crossing. Across the State, there are not a lot of safe crossing in a vicinity similar to this one.



Mr. Kincannon stated that with Alternative D, the NCDOT has been able to drop a lane on both sides of Greenville Boulevard. This will allow less property and parking lot impacts. So, this is something that the City Council should strongly consider.

Mr. Kincannon stated that there were inquiries about statewide triple left locations. Ten examples of the statewide triple left locations are listed in the following slide.

Statewide Triple Left Locations

- US 401 at Skibo Rd, Fayetteville
- Raeford Rd at All American Expy, Fayetteville
- Western Blvd at NC 24, Jacksonville
- Wendover Ave at Cridland Rd, Greensboro
- IIS 70 at White Oak Rd, Garner
- Wendover Ave at Holden Rd, Greensboro
- Wendover Ave at I-40, Greensboro
- Wendover at I-73, Greensboro
- Bruton Smith Blvd at I-85 ramps, Concord
- Leadmine and IIS 70 at Crabtree, Raleigh

Council Member Smiley stated that the three turns on Greenville Boulevard hang a left into Evans Street. Council Member Smiley asked whether Evans Street will be three lanes at that point.

Mr. Kincannon responded that currently, Evans Street has a double left and two receiving lanes then the second receiving lane drops and the traffic must merge. Three lanes will be going across Evans Street or across Greenville Boulevard and three lanes coming around to make a turn. The following examples have the same turning movement merge while the NCDOT proposal travels 1,700 feet before someone actually merges.



The example on the left at Garner merges in about 1,400 feet. The example on the right is Leadmine at US 70 Crabtree and the Triple F is from the top right corner down under Crabtree and within 1,400 feet of it, one is actually merging into an interchange. So, the same movement is there and less space. These are all over the state and work well. There have been two studies done that indicate there has been no noticeable change in crash patterns or frequency.



Mr. Kincannon stated that Alternative D on Greenville Boulevard has all legs of the intersection and full movement. The difference is if one is on Greenville Boulevard, turning south on Evans to go to Winterville, there are three left turn lanes. If one is on Evans Street on the north side of the road coming across Greenville Boulevard, there are three feeding lanes that will help the traffic at the intersection and the traffic going through the intersection.

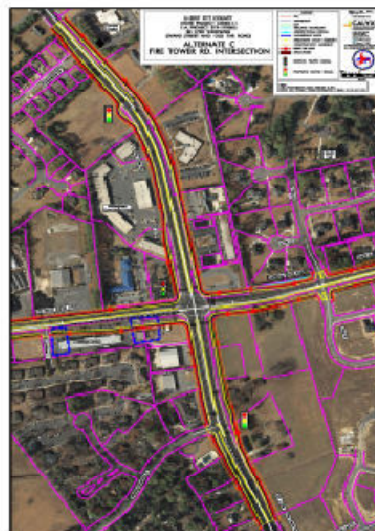
Mr. Kincannon stated regarding Alternative C, if one is in Winterville coming up Old Tar Road, turning left into Evans Street, making a turn left onto Greenville Boulevard, and going to Highway 11, one cannot make that left turn.

Alt. C on Greenville Blvd



One must go through and turn right at Bells Fork and carry Bells Fork around, turn right on Greenville Boulevard, and take Greenville Boulevard back through.

Alt. C on Fire Tower Rd.





Mr. Kincannon stated that with Alternative D, the signal phases are the same as they are now but there are more lanes. Typically, the outside lane will provide the support when the traffic is the busiest at the peak hours. City staff and the NCDOT pointed out everybody queues up on the inside lane and fewer people use the outside lane to make a turn. On the Triple F, people are only going to use that to merge when the traffic is the busiest. The majority of the time, people are going to queue up, similar to what they do now, and there will be more on the inside lane and a few more on the outside or middle lane. There might be a straggler on the outside.

Council Member Smiley stated that with Alternative C, the NCDOT is getting rid of left turns. The advantage is that the NCDOT is gaining to reduce impacts on some of the surrounding properties. Council Member Smiley asked whether the NCDOT is losing something with safety by reinserting up the left turns on the north side corridor.

Mr. Kincannon stated that some safety will be gained by changing some movements. The people who are familiar with the area will know where to go and how to use the intersection. When people, who are unfamiliar with the area, go through this intersection without a left turn lane, there is likely to be some confusion.

Mr. Kincannon stated that one thing that he dislikes about Alternative C is the access on the southeast quadrant. The cars can only get there from two directions at the intersection and not all four. The other part is the turnaround location on Greenville Boulevard makes him nervous. A definite concern is at the free end, where the railroad is located, there is going to be an uncontrolled turn where people are making that move now, and more people will be making it.

Mr. Kincannon recommended that the City Council take a hard look at Alternative D because it works, there is less reduction and more access, and the City will have less right-of-way impacts with Alternative D than with Alternative C.

Mayor Thomas asked about the design having equity on both sides of Evans Street.

Mr. Kincannon responded that NCDOT is doing symmetrical widening as close as literally possible, not favoring one side or the other. There are places to do a best fit where you are going to shift one side to the other. There is enough on both sides of the road and NCDOT is trying to keep it in the middle. To respond to a comment that he heard earlier about the Alternative C at Fire Tower Road, drivers will be able to turn left from Evans Street onto Greenville Boulevard in either direction.

Mr. Kincannon stated it was pointed out that there are 18-20 triple lefts in the State. They are at Greensboro, Jacksonville, Fayetteville, and Garner. There are a lot more of these than there are quad movements.

Mr. Kincannon stated that he truly believes in Alternative C at Fire Tower Road and Old Tar Road at the Evans Street intersection. Alternative D will give the City what it needs to



function at this point with fewer impacts to both the business community and the travelling public. Division 2 is requesting that the project development continue with NCDOT's stated commitments. They are taking this seriously and are committed to putting this road through there with least impact to the people, getting them through the process as painlessly as possible, and minimizing impacts to properties adjacent to the project.

Council Member Connelly expressed his appreciation of the wonderful work that the NCDOT has done. He stated that he has received letters from several subdivisions, including Paramore, South Hall, Willoughby Park, and Shamrock. Paramore had no intentions of halting this project, but the residents thought that they were unfairly thrown into the mix. There are so many people on that corridor, who will be adversely affected by this road widening. Now they have a true understanding of the impacts of this project. The NCDOT provided solutions and the majority of the people are happy with them.

Council Member Connelly asked as far as the width of the lanes, is it safer to have 11 feet lanes rather than 12 feet lanes.

Mr. Kincannon responded that if he were building a freeway, he would want 12 feet lanes. If he wants people to pay attention while they are driving, he would build something with 11 feet lanes. Some studies show that 11 feet lanes are actually safer and give a calming effect. This section is perfectly acceptable from an engineer's perspective, and that is one thing that all were in agreement.

Council Member Smiley asked about the sidewalks not being on the sketch.

Mr. Kincannon responded that the sidewalks are not on the drawing, but they will go in the berm area. The sidewalks are not going to add or subtract anything from the overall project footprint.

Mayor Thomas asked if the utilities are running under the berms and sidewalks.

Mr. Kincannon responded that is correct. Utilities are going to run through the berms and easements. The City is perfectly fine with having the utilities under the sidewalk.

Council Member Connelly asked if the resolution is passed tonight would it have any effect on the timetable for the project being completed.

Mr. Kincannon responded that NCDOT is still onboard to make its delivery in February 2021.

Council Member Godley stated that some things have resulted out of this process, including more public opinion, happier citizens and more precise science. This is a \$35 million investment from our government into the City and it is going to be able to take citizens from point A to B in a more swift fashion.



Mayor Thomas thanked the NCDOT for its communication with the HOAs and the City Council and for eliminating some of the uncertainty. People want to know when the NCDOT is moving into the City where there are memories and homes. The NCDOT has taken some advanced steps and concepts that the City Council had really not thought about initially. This is an important project for the City as well as the City's MPO partners and other areas.

Mr. Kincannon stated that the next step is to go to hydraulics and to do the full study so that the NCDOT will know exactly where the road elevation is going to be. Once that information is received, the NCDOT can project it out and tell people exactly what the impacts are going to be and what can be done about them.

Council Member Mercer stated that the \$35 million for this project has been put out there, but clarification is needed for it being \$50 plus million.

Mr. Kincannon responded that \$35 million is the construction cost estimate and the remainder is right-of-way cost, which will not be nailed down firmly until a decision is made about which model to use and what can be done to reduce the impacts to that cost.

City Attorney David Holec explained that the City Council previously adopted a resolution, which includes the guarantee of no impact on the walls and berms and Alternative C. The presentation this evening has made a difference. If the City Council desires to go in this direction, the City Council should amend the previous resolution in order to give different direction.

City Attorney Holec stated that a proposed resolution has been prepared which amends the previous resolution. The NCDOT is asking that the City state its preferred alternative. The proposed resolution removes the guarantee about no impact on the walls and berms. But, the proposed resolution does include the construction of bicycle lanes and sidewalks throughout the project. The proposed resolution is based on the presentation that was made and the added language to show that it is based on the NCDOT stated commitment to using sound engineering judgement to minimize property impacts to the Evans Street/Old Tar Road community property owners. It also includes the preferred alternative, Alternative D. Previously, the City Council had Alternative C as the preferred alternate for the Greenville Boulevard/Evans Street location and now the City is stating its preference for Alternative D.

Mayor Thomas asked if the project includes crosswalks.

Mr. Kincannon responded that it is not in the resolution, but it is part of the design to have crosswalks at Red Banks Road and Martinsboro Street. The NCDOT is moving people away from the intersection to cross the road so that the City has the visibility factor that the City does not have at the intersection.

Council Member Connelly asked will the resolution cover the 11 feet wide lanes.



Mr. Kincannon responded that the NCDOT included the 11 ft. wide lanes, a bike lane, safe corridor to drive on, a modern engineered design 5 ft. bike lane, and reduced medians literally at every place possible.

Council Member Connelly asked about the vegetation.

Mr. Kincannon responded that the vegetation areas will be determined once the NCDOT determines their impacts.

Motion was made by Council Connelly and seconded by Council Member Smiley to approve a resolution amending Resolution No. 019-17 in accordance with the North Carolina Department of Transportation's recommendations. Motion carried unanimously.

RESOLUTION AUTHORIZING THE CONVEYANCE OF CITY-OWNED PROPERTY LOCATED AT 611 ROOSEVELT AVENUE TO THE KCC COMMUNITY DEVELOPMENT CENTER – (Resolution No. 029-17)

Senior Planner Amy Lowe stated that staff is recommending to convey this city-owned property to the KCC (Koinoia Christian Center) Community Development Center. The property at 611 Roosevelt Avenue was purchased originally with CDBG (Community Development Block Grant) funds. Staff is proposing to donate the property to this non-profit organization for them to carry out their mission to create an improved neighborhood by adding affordable housing in West Greenville. It is their plan to use their own funding to rehabilitate this house and then potentially donate or lease it to a low-to moderate-income family.

Senior Planner Lowe explained that under the provisions of this conveyance, there will be restrictive covenants in place to ensure that the public purpose of this donation will be carried out plus the project will be monitored by staff. Staff is pleased to be partnering with this organization and hope to develop capacity with them to do more projects in the redevelopment area as well.

Motion was made by Council Member Glover and seconded by Council Member Smiley to adopt the resolution authorizing conveyance of 611 Roosevelt Avenue to the Koinoia Christian Center Community Development Center for rehabilitation and eventual purchase by a low-to moderate-income family.

Council Member Connelly stated that Mayor Pro-Tem Smith is in support of this item and he read her comments:

First, I would like to apologize for my absence at tonight's meeting, but I had previously scheduled business before the City Council decided to reschedule this meeting. In my absence, I want my thoughts to be known on a few agenda items.



I am in full support of authorizing the conveyance of 611 Roosevelt Avenue to be rehabbed by KCC Redevelopment Center. I personally drove through the area to get a better feel and understanding of what was currently taking place with surrounding homes. This home will be in line with the other five homes that have already been rebuilt or rehabbed. This will make a complete block of renovations which has a tremendous improvement in the entire area. I feel that in order to be effective in our efforts as a City, we should be more intentionally in developing blocks or clusters of homes versus spot rehabbing which makes the process to sell far more challenging.

If one feels that if the surroundings are new with the renewed outlook, they tend to be more inclined to purchase in the area. The improvements of the exterior alone with replacing the collapsing chain linked fence will give the appearance of people caring about their neighborhood and also create a stronger sense of safety.

I would like to thank the Community Development Department for its work and finding ways to help low- to moderate-income families, who may not otherwise be able to purchase their own home with the special opportunities. And for securing the CHDO (Community Housing Development Organization) as KCC's Community Development Center helps to reduce the blight in identified areas of the city.

Keep up the great work!!!
Kandie D. Smith
Mayor Pro-Tem

There being no further discussion, the motion passed unanimously to adopt the resolution authorizing conveyance of 611 Roosevelt Avenue to the Koinoia Christian Center Community Development Center for rehabilitation and eventual purchase by a low-to moderate-income family.

UPDATE ON COASTAL PLAIN BASEBALL LEAGUE POTENTIAL EXPANSION INTO THE GREENVILLE AREA

Director of Recreation and Parks Gary Fenton stated that the Coastal Plain Baseball League's (CPL) program bills itself as the nation's hottest summer collegiate baseball league. In 1997, there were six participating communities. Currently, there are 15 participating communities (10 in North Carolina, two in South Carolina, two in Virginia, and one in Georgia). The CPL features collegiate players from across the nation and each team is limited to a maximum of four players from any one single institution.

Director Fenton stated that the season runs from late May to early August. The Guy-Smith Stadium was originally considered as a possible temporary venue for the CPL until the



community could develop a new stadium facility. However, the local Babe Ruth League season runs May and June with post season play taking a big piece of July. So, there would be numerous conflicts and through meeting with the Babe Ruth League leadership, it was felt that two leagues playing in this same stadium, even temporarily, was problematic. Understandably, the CPL also had discussions with Pitt Community College (PCC) and perhaps with ECU as well.

Director Fenton stated that additionally, the CPL will ultimately need a stadium with a capacity of about 1,500. The current capacity of Guy-Smith Stadium is about 1,200, but there are numerous other stadium upgrades needed, including accessibility issues, locker room improvements, and concession needs. As noted, the long term is the CPL would need a permanent facility. One possibility as a long-term, big idea by the City Council is a sports complex for youth baseball and softball that could also ultimately accommodate the CPL. The idea of a possible future development of such a sports complex was one of the 2017 goals in the report, *A Greater Greenville Strategic Plan Goals and Objectives 2016-2018*. Also, this discussion has been on the table for some time.

CPL Operating Chief Officer and Commissioner Justin Sellers stated that the CPL is interested in the Greenville market. It fits their geographies with franchises in Edenton, Wilson, and Morehead City, North Carolina. The CPL could help the East Carolina University program by putting four of its students in their franchise and that could be beneficial.

Mr. Sellers stated that the facility at Guy-Smith Stadium will not lend itself to the long-term success of a viable franchise. That is based on where the CPL is heading. The CPL is going in its 21st year and had a lot of new ball parks since 2008. They have 8-10 new cities and two more have been added recently and are they are being further investigated. A good seven of those are looking at brand new facilities similar to what was done in Holly Springs, North Carolina.

Council Member Smiley asked whether the CPL expects a municipality or governmental entity to spend millions of dollars to create a place for the team to play baseball. Mr. Sellers responded that the municipality would find a place where the CPL could be long-term successful tenants. It might be a brand new facility completely dedicated to the team or a facility that is part of a bigger project with other sport programs wanted by the City, and the team is housed there at that facility as well. Ultimately, in order to do something along this level, there would need to be an investment by the community as far as whether that is heavy renovations to an existing facility like Guy-Smith Stadium or a new facility.

Council Member Smiley asked if the City spent \$10 million, is the CPL able to pay a lease that would be sufficient to service the debt on \$10 million. Council Member Smiley stated that would be a lease of \$700,000 a year.



Mr. Sellers responded that the lease would be nowhere near \$700,000. It would be a long term lease within the 10-20 year range, and on a new facility, somewhere in the \$50,000-\$60,000 a year range according to what Coastal has right now.

Council Member Smiley stated that implicitly, a team like this is asking a community to partner with it in a very large financial way in order to secure having the benefits of a minor league baseball team in the City.

Mr. Sellers responded that is correct.

Mayor Thomas asked if the CPL had discussions with PCC.

Mr. Sellers responded that they have had preliminary discussions with PCC as far as an entry level program. The CPL would require a long-term response before bringing a franchise to Greenville because of the significant investment for them.

Mayor Thomas stated that he has spoken unofficially with leadership at PCC and they seem to be receptive to the concept. PCC has a great baseball facility, but that is not the long-term solution.

Mayor Thomas asked whether an upgraded Guy-Smith Stadium would be of interest to the CPL.

Mr. Sellers responded that the Guy-Smith Stadium would require significant upgrades, based on CPL's working in other cities and what it has seen in other cities. The CPL is similar to what a Single A baseball team would present to Greenville. The difference being the students are still in college instead of going pro right out of high school.

Mr. Sellers stated that the CPL has several teams growing, 3,000 plus people. For example, Gastonia has already worked toward moving even further ahead on its \$15,000 million project. He has not contacted architects to find out exactly what usage the Guy-Smith Stadium could serve long term. Rather than considering the investment of getting the Guy-Smith Stadium to a right level, building a new facility would be better suited and could be a bigger part to the City Council's overall plan for the City.

Mayor Thomas asked about the number of annual home games for minor league baseball. Mr. Sellers responded about 70 home games.

Mayor Thomas asked about the CPL's home games.

Mr. Sellers responded that their home games are around 28-30.

Council Member Godley stated that the hot topic nationally is always the public funding of sports facilities. The football stadium in Atlanta, Georgia was \$1.5 billion for the Falcons.



Council Member Godley asked whether there has been a situation where other communities have, in fact, built new stadiums and at what costs.

Mr. Sellers responded that on the low end, a new sports complex is estimated at \$3.5 million such as the one in Lexington, South Carolina, which was built two years ago. Holly Springs' facility was \$13 million and Gastonia is projecting a \$15 million tag on its new stadium. Something in the \$5.5-\$8 million range would get Greenville what it needs with the ability to have a facility that can be advantageous to other entities wanting to bring in tournaments and other events. If Greenville surrounded a sports complex with accessible fields, the door would be opened bigger for an attractive market - people who want to bring in travel baseball tournaments and similar things during the spring or even while the Coastal Plain League team is on the road.

Mayor Thomas stated that at its January 2017 Planning Session, the City Council voted a multi-sports complex as one of the City's priorities.

Council Member Connelly stated that he would like the sports complex to happen in Greenville. His hesitation is that is a significant financial investment to be made. The CPL is looking for the City to make some kind of commitment, saying that the CPL would be willing to come to Greenville at a temporary location. Perhaps at PCC, if that would be feasible. In his personal opinion, the City of Greenville would be as well able to move forward with a sports complex than probably any community in Eastern North Carolina. Greenville could easily attract 1,500-2,000 fans per game due to the amount of kids, who are so interested in baseball. Council Member Connelly asked if the City moves forward with this, is the CPL looking for a guarantee.

Mr. Sellers stated that the CPL is patient and wants to do what makes sense. It has other places that are in front of Greenville right now as far as the timeframe goes. They must be ensured that the City Council is onboard and willing to make the commitment. As far as bringing a franchise to Greenville, the CPL would want to make sure that everybody on the City Council and in the City feel comfortable with a long-term commitment. Regardless, if ironing that out takes a couple of years.

Mr. Sellers stated that it took about four years to get Holly Springs the way the CPL has it and some of that was construction related. The CPL is the best fit for Greenville as far as creating something during the summer that is baseball related especially. He is happy to continue negotiations, discussions, and going down the exploratory path to figure out what options are available. Holly Springs is a stadium built more so for parks and recreation type of needs so there are adjoining fields and other things. Gastonia is looking at doing something more like Fayetteville where the focus is on a big draw facility and building around it. It entails figuring out what makes sense for everybody involved and how the CPL can be a part of it.

Council Member Mercer stated there is a sentiment of those who have spoken, that if there is a way forward with this, it is probably some sort of sports complex and that question is



probably one this community has to decide not solely on the basis of the CPL team, but looking at other considerations. The City Council has not set a timetable for that, but he is glad to hear that CPL's patience may go out for 1-2 years. It may take that long as a community to sort out what can be done with that first bond program.

Council Member Mercer stated that he would like the team to see the community's response over a period of a couple of years before the City is able to make a commitment. But, it does not sound like that kind of formula is available and that is understandable because the CPL needs a commitment from Greenville before locating a team here. The City Council would have to look at other proposals for a sports facility.

Mr. Sellers stated that CPL does not want to ever rule anything out, but typically given what is working elsewhere and where the CPL is trying to become more successful, they do not want to bring a franchise that is going to pack up and leave Greenville. Of their existing 15 franchises, the average lifespan is 17 years. When they bring a franchise to Greenville they want to know that it is there to stay.

Motion was made by Council Member Connelly and seconded by Council Member Mercer to direct staff to study the potential for locating a Coastal Plain League team in Greenville.

Council Member Glover stated that there are already problems with parking including people parking their vehicles the wrong way on streets, there is a one-way street, parking on both sides of a street, and neighbors cannot get out of their driveways. This is a potential mess because people will be parking everywhere in the neighborhood. The entire neighborhood located near the Guy-Smith Stadium should be considered before the City Council makes a decision about the location of a sports complex.

Council Member Glover expressed her concerns about how something like this is done in other City neighborhoods, stating that she can see the potential and the excitement, but before the City makes a commitment the people in the community should give their input. Staff has been asked to do some research and should discuss that with the people in the community to see how they feel about it. There are several churches in the neighborhoods and a meeting can be held at either one of them.

Assistant City Manager Merrill Flood stated that based on the motion and in the City Council's goals, there is the idea of a sports complex with multi-fields. Staff will further try to study, refine and discuss programming and then come back with regular updates to the City Council as milestones are hit in that evaluation process. Hopefully, that will form a program.

Council Member Smiley stated that the City's economic study impact statement suggests that either pools or indoor courts would be a far better investment for the City. He presumes that staff will consider that study as well.



Council Member Mercer stated there is no question that the City will not harm the existing youth baseball programs. If the City Council moves forward with some kind of complex, it would certainly be situated in a way to foster development around such a facility and to fit the City's goals.

There being no further discussion, the motion passed unanimously to direct staff to study the potential for locating a Coastal Plain League team in Greenville.

UPDATE ON THE SISTER CITIES INITIATIVE AND CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING

Public Information Officer Brock Letchworth gave an overview of the Sister Cities International program and the benefits of its membership, and he summarized his meetings with prospective partners.

Overview of Sister Cities International

- Sister Cities partnership is a broad-based, long-term partnership between two communities in two countries
- Formed when highest elected or appointed official from both cities sign off on an agreement
- Participants in Sister Cities program can have any number of sister cities
- Offers connections between communities that are mutually beneficial and relevant for partners
- Usually overseen by a nonprofit Sister Cities organization made up of volunteers
- Sister Cities organization pursues activities/areas important to it including municipal, business, trade, educational, and cultural exchanges
- Sister City organization includes a liaison from the City who is often a member of the Board of Directors

Public Information Officer Letchworth displayed photos and stated that in November 2016, Greenville was visited by the delegation from Yeonsu-gu District in Incheon, South Korea. The delegation toured City Hall, the Greenville Utilities Commission building, some of the uptown area, East Carolina University, and Pitt Community College.

Public Information Officer Letchworth stated that at the November 10, 2016 City Council meeting, the City Council directed staff to move forward with the establishment of a Sister Cities International program for the City of Greenville and staff has done so. In December 2016, the City joined the program at a cost of \$765 annually for membership dues, which will be increased in future years to \$780. The benefits of the membership are 1) staff assistance in connecting to other cities, 2) governance and policy services, 3) visa consultations, 4) background checks, and 5) assistance in obtaining grants.

Public Information Officer Letchworth stated that he has been in communications back and forth with representatives from Yeonsu-gu about their visit and the City's plans moving



forward. Also, he has taken time to have discussions with representatives from Sister Cities organizations throughout North Carolina getting an idea of how they operate and exactly what the City needed to do. In early March 2017, he met with Assistant City Manager Merrill Flood and Human Relations Council Members Byung Lee and Heena Shah to discuss the next steps for establishing a successful program. This group established the organizational structure for the Sister Cities Association (SCA) of Greenville.

Public Information Officer Letchworth stated that City Attorney Dave Holec and he prepared the Articles of Incorporation and submitted them to the North Carolina Secretary of State. An application for tax-exempt status (501c3) will be forthcoming. The Mission states that the Sister Cities Association of Greenville, North Carolina seeks to promote multicultural understanding and unity between the City of Greenville and its sister cities. Its goal is bringing communities together through the exchange of ideas and experiences in the fields of education, culture, the arts, business, and economic development. The SCA of Greenville will:

- Serve as the overall Sister Cities corporation with its tax exempt status applied to all of the Sister City Committees
- Represent and promote each of the Sister City committees, providing information to interested individuals and organizations, potential volunteers, the media, and City Hall
- Serve as the forum for communication among the various Sister City committees
- Facilitate fundraising for the individual Sister City committees
- Set criteria for the selection of future sister cities for Greenville, NC

Public Information Officer Letchworth stated that recently, he met with representatives from the East Carolina University (ECU), Pitt Community College (PCC) and the Greenville-Pitt County Chamber of Commerce (Chamber) to gauge their interest in being a part of or having representation with the Sister Cities Association. Jim Hopf made comments about how this aligns closely with the new Chancellor Staton of ECU and his priority of global awareness. Additionally, Amelia Martin of PCC (Global Affairs) said that she has been thinking of ideas about how the group could provide exchanges through such an association. The Chamber also expressed its interest. Future meetings are planned with the Pitt County Schools, Vidant Health Center, private schools, civic groups, and the churches in Greenville. The SCA of Greenville is only going to be as strong as the interest and volunteers involved.

Public Information Officer Letchworth stated that Yeonsu-gu is awaiting the approval from the City Council for a memorandum of understanding (MOU) for friendly exchanges and bilateral cooperation. Under the MOU, Greenville and Yeonsu-gu shall:

- Pursue joint development by working on exchanges and cooperation in diverse fields including, but not limited to, economic development, education, and culture



- Provide active cooperation so that they can maintain a constant relationship regarding common interests and exchange projects while putting in efforts for ongoing exchanges
- Actively facilitate cooperation between organizations in public and private sectors while providing conveniences during visits to each other for the advancement of friendly relationships

Public Information Officer Letchworth stated that if a MOU is approved by the City Council, Yeonsu-gu would like to return to Greenville for a signing ceremony. The proposed dates are May 29-31, 2017 or June 4-6, 2017. (May 29 is Memorial Day and a Council Meeting is scheduled for June 5.) Yeonsu-gu is requesting a delegation from Greenville to visit when possible with preference being late September 2017 for its annual culture festival. No money is currently budgeted for the Sister Cities initiative. There are grants available for exchanges and opportunities are there for financing such a trip, but that must be worked out before taking a trip to Yeonsu-gu.

Mayor Thomas stated that he canvassed other cities and asked about their process. Byung Lee is the one who is really excited about the Sister Cities program. All said the obvious key is to have an enthusiastic set of cities who are interested in running a nonprofit to do the exchange. It is a huge advantage for Greenville to have a university and it is extremely important in terms of carrying that torch forward because it provides for partnership.

Mayor Thomas stated that he is interested in the program because it is great to see diversity in the community and some citizens and first and second generations of other parts of the world excited about connecting to Greenville. He is always for economic development relationships and cultural ties. Having the delegation visiting Greenville was obviously impressive. Greenville is not a small community – this is a very tech oriented new community, which is very interesting. Basically, the City Council is saying that this is a good idea to proceed forward and give blessings to setting up a group for the nonprofit, and the City Council has oversight.

Public Information Officer Letchworth responded that is correct. The enthusiasm and support from the community is needed. The other important thing is the City is not seemingly disrespectful on how this is going and playing out and will not be something to happen instantaneously. The City must raise funds, which would take some time and he explained that to the delegation. They are very excited about potentially returning to Greenville for a signing ceremony, if the MOU is approved.

Council Member Connelly stated that his concern is how much time staff would devote to this program.

Public Information Officer Letchworth responded that the goal is once the nonprofit gets going, there will be little involvement with City staff.



Motion was made by Council Member Godley and seconded by Council Member Glover to move forward with a Memorandum of Understanding for Friendly Exchange and Cooperation with Yeonsu-gu. Motion carried unanimously.

DISCUSSION ON CAR ACCIDENT CLEAN-UP MAINTENANCE PROCEDURES

Council Member Godley stated that he requested this item to be placed on the agenda.

Council Member Godley asked whether the officer who responds to the scene or a designated crew is responsible for cleaning up the debris left behind after a car accident.

Chief of Police Mark Holtzman stated that he spoke to Parking Enforcement Supervisor Corey Barrett, who communicates with the City's tow companies. The Greenville Police Department (GPD) has a rotation list of tow companies that are approved to pick up cars involved in accidents. Supervisor Barrett was quick to point out that the procedure is in the City's Code of Ordinances under Section 11 7-9, Duties of a Police Rotation List of Tow Services. It states that Cleanup – In the event of a motor vehicle accident, tow service operators shall remove the wreck debris from the road or the road right-a-way and properly dispose of it. So, it is the responsibility of the tow truck driver responding at the GPD's request to clean up the wreck debris.

Chief Holtzman stated that he asked Supervisor Barrett about how often he communicates this to the towing companies' drivers and he reported that on March 10, 2017, a letter was mailed again to them as a reminder. This is something that Supervisor Barrett monitors regularly and he constantly readdresses it with the tow operators.

Council Member Godley asked whether the private sector tow truck companies such as AAA are responsible for the clean-ups as well.

Chief Holtzman responded that these are the ones that come out to a crash scene at the request of the GPD. If the GPD requests them to come out, they are required to do the cleanup and that is what the ordinance states. The GPD police officers are aware of the ordinance as well.

Council Member Godley stated that he feels that the GPD should convey the message to the tow companies more simply because people can get hurt and become involved with another accident afterwards.

Council Member Glover asked if a police officer is required to stay at the accident until the tow truck operator arrives and removes the wreck debris.

Chief Holtzman stated that police officers provide safety for a scene until tow truck operators arrive and clear the debris at a scene, and they can tell them whether the cleanup was done properly. Also, police officers are at a scene dealing with the injuries, clearing the



intersection, and keeping the traffic moving so that people are able to reach their destinations.

Council Member Connelly asked whether the current procedure is the most efficient and the best way of handling the crashes debris.

Chief Holtzman responded that the procedure is efficient. Sometimes, a crash accident causes glass to spread. Police officers along with their other responsibilities at a scene can only do so much in the middle of the night and during rainy weather. The only other fallback is to have the debris removed by a street sweeper.

Council Member Connelly asked is there something that could be set up with the Public Works Department to clear the crash locations at off peak hours or could that department get a list of the crash locations and clear them two or three times a week.

Chief Holtzman stated that the Public Works Department employees would be doing a street sweeper route already so there should not be a problem with the GPD communicating the trash locations to them. He will have discussions with the GPD traffic supervisor, Sgt. Mike Ross, and have him to touch base with the Public Works Department to work out a solution. The City's pace is 10 crash accidents per day.

DISCUSSION OF WAIVING PARKING FINES IN THE UNIVERSITY NEIGHBORHOOD DURING GRADUATION CEREMONIES

Council Member Godley stated that he receives a lot of complaints this time of the year from residents in the University neighborhoods, specifically, because students' parents come to the City for the East Carolina University graduation. They park their cars on the street in front of their children's place of residence and receive a \$20 parking fine. These same people take their children to Bonefish to celebrate and spend \$150. He is requesting the City to waive parking fines in the University neighborhoods during the day of and after graduation ceremonies. August 1st might be another time to do the same because that is when students are moving into their new residences.

Chief Holtzman stated that he spoke to Parking Enforcement Supervisor Corey Barrett about this agenda item. Last year was the first time tickets were issued to people parking their vehicles on the streets, in the University neighborhoods, without a permit. In 2013, Supervisor Barrett worked with the City Attorney to create Section 10-2 150 of the City's Code of Ordinances regarding temporary suspension of parking and restriction for special events. This ordinance permits the City to waive parking fines during the days recommended by Council Member Godley.

Chief Holtzman stated that the ordinance states that the Chief of Police or his designee is authorized to temporarily suspend parking. He will notify the City Council about the waiving of parking fines in the University neighborhoods for the upcoming ECU graduation. Supervisor Barrett is familiar with other specific events that should be brought to the City Council's attention.



Chief Holtzman stated that Supervisory Barrett works with the property owners in the area when students are moving out of their residences. The property owners are available during that time to collect the trash and bulk items. Supervisory Barrett gets credit for his knowledge of this ordinance.

DISCUSSION OF RESOLUTION FOR NAMING THE 10TH STREET CONNECTOR IN HONOR OF DR. LEO W. JENKINS AND NAMING THE NEW 10TH STREET CONNECTOR BRIDGE IN HONOR OF DR. ANDREW A. BEST – (Resolution No. 030-17)

Council Member Godley stated that Greenville's medical and academic industries would not be where they are today without the late Dr. Leo W. Jenkins and the late Dr. Andrew A. Best. Both of them were huge advocates for education. Dr. Jenkins was a former Chancellor of East Carolina University (ECU). Dr. Best served on the ECU Board of Trustees and he was the first African-American member of the Board of Governors. Both helped to integrate ECU without a court order. There is a corridor going directly to connect these two industries and their districts. He feels that the City should honor the legacy of these two individuals by naming the new 10th Street Connector and Connector Bridge in their honor.

Motion was made by Council Member Godley and seconded by Council Member Glover to adopt the resolution naming the 10th Street Connector in honor of Dr. Leo W. Jenkins and naming the new 10th Street Connector Bridge in honor of Dr. Andrew A. Best.

Mayor Thomas emphasized that the City should personalize the community as much as possible because it really brings a sense of history and legacy. When people come to Greenville, there will be stories told in neighborhoods, at a bridge or a crossing explaining what they do connect not only in real life, but also metaphorically.

Council Member Glover stated that a lot of people are unaware that Greenville might not have a medical school if Dr. Best had not been working with Dr. Jenkins. During their discussions about the school, the main people involved asked where are the African-American doctors. Dr. Best introduced them to the old Eastern Medical Association, a group of African-American doctors, and they signed on to the medical school. Additionally, the late Dr. Best and Dr. Iron and her mother integrated the nursery at the hospital.

Council Member Connelly read the following comments from Mayor Pro-Tem Smith:

Although I do know that the NCDOT (North Carolina Department of Transportation) will make a decision after the completion of this project, I think that it is beneficial for the City to share its wishes in order to have the best collaboration in the naming of the final project. I have spoken to members of the community and shared some of the naming suggestions and the feedback was both positive and supportive. The late Dr. Leo Jenkins was a strong contributor to the Greenville community and his work will continue to be recognized for years to come. Naming the new road that shows a path from the



hospital to the University is most fitting in his honor. Dr. Jenkins did not work alone. There was someone who was a strong bridge builder, who was pivotal in his efforts in connecting West Greenville and the rural areas to health care resources - Dr. Andrew Best! Dr. Best practiced in the West Greenville area and did what he could to educate and connect others to the better quality of life. Naming the bridge after him reflects his strong connection, which often serves as a bridge to the community.

Kandie D. Smith
Mayor Pro-Tem

There being no further discussion, the motion passed unanimously to adopt the resolution naming the 10th Street Connector in honor of Dr. Leo W. Jenkins and naming the new 10th Street Connector Bridge in honor of Dr. Andrew A. Best.

DISCUSSION OF THE GREENVILLE BICYCLE AND PEDESTRIAN COMMISSION'S
RESOLUTION ON A POLICY TO SUPPORT BIKE LANES AND SIDEWALKS FOR CURRENT
AND FUTURE ROAD PROJECTS

City Manager Lipscomb stated that Council Member Mercer requested that this item be placed on tonight's agenda.

Chairperson Katy Webb stated that the Greenville Bicycle and Pedestrian Commission (GBPC) is requesting that bicycle lanes and sidewalks are considered when future projects occur in the City. The GBPC wanted to make sure that other modes of transport were considered in both the discussion tonight and future City of Greenville projects.

Council Member Mercer stated that the GBPC is one of the City's very active commissions and it is great working with the members, who are supportive of the City of Greenville. The members are requesting the City Council to reaffirm its commitment to complete the streets, which is a trend for growing an exciting city and consistent with State standard.

Motion was made by Council Mercer and seconded by Council Member Smiley to support the Greenville Bicycle and Pedestrian Commission's resolution on a policy to support bike lanes and sidewalks for current and future road projects.

City Attorney Holec explained that the City Council received copies of a resolution from the GBPC and there is no resolution proposed for the City Council's action. City Attorney Holec asked whether the City Council is directing staff to prepare a resolution to reaffirm the complete streets. By motion, the City Council could support the recommendation of the resolution from the GBPC.

Council Member Connelly stated that his reservation with the GBPC's request is the language in the last sentence of the resolution. It states that the City is going to apply this



resolution to any and all future projects within the Greenville city limits and Greenville's extraterritorial jurisdiction and to provide the people of Greenville, North Carolina with fewer accidents, more options for transportation, and safer travel for all. He has some hesitation with going forward with or showing support for a resolution forcing the City Council to move forward with every project. Is the resolution referring to resurfacing, development, future expansion like the Evans Street Allen Road, Portertown Road as those projects? It is vague and needs to spell out when that would be applicable. There may be some situations that the City cannot do it or maybe massive amounts of condemnation proceedings that might need to be taken place.

Council Member Mercer stated his sense of this is that the City Council is affirming what is in the Horizons 2026 Community Plan, which has been approved by the Horizons Committee, Planning and Zoning Commission and this City Council. If the City Council needs to wordsmith the resolution, he is open to that.

Council Member Glover stated that the City Attorney should come back with a resolution with the appropriate language because there will be some areas where the bike lanes cannot be placed. If the areas are big enough then bike lanes should be there, but a lot of the City streets that will be resurfaced are not wide enough to have a bicycle lane.

Council Member Godley asked if the City Council supports this resolution is the City of Greenville bounded by anything.

City Attorney Holec responded no. Basically, the City Council is supporting a complete streets concept and as every project comes in, the City Council is stating they would attempt to and this is the City's policy.

Council Member stated that he agrees that sometimes it may not be durable.

Chairperson Webb stated that the GBPC thought it would be presented before hearing from the NCDOT. The members thought of it as a strong affirmation that they supported continuing on with that project as planned or in an amended way that kept those modes of transport on the road.

Council Member Mercer accepted the friendly amendment by Council Member Glover to direct the City Attorney to draft appropriate language for the resolution.

Chairperson Webb invited the Mayor and City Council to participate in a city bike ride on May 13, 2017 starting at the Town Common at 2:00 p.m.

There being no further discussion, the motion passed unanimously to support the Greenville Bicycle and Pedestrian Commission's resolution for the City Council's consideration.



CITY MANAGER'S REPORT

City Attorney Holec reported the terms of settlements in two lawsuits. In the City of Greenville vs. Heirs of Ben W. Sherrod, Jr., eminent domain action for the Greenville Transportation Activity Center project, the amount of just compensation to pay to the owner is \$95,750. In the City of Greenville vs. W. G. B. Properties, Inc., eminent domain action for the greenway, the amount of just compensation to pay to the owner is \$150,000. No action is required of the City Council.

COMMENTS BY MAYOR AND CITY COUNCIL

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

CLOSED SESSION

Council Member Godley moved to enter closed session in accordance with G.S. §143-318.11(a)(6) to consider qualifications, competence, performance, and conditions of appointment of a public officer or employee. Council Member Glover seconded the motion, which passed by unanimous vote.

Mayor Thomas declared the City Council in Closed Session at 9:54 p.m. and called a brief recess to allow Council Members to relocate to Conference Room 337.

Upon conclusion of the closed session discussion, motion was made by Council Member Smiley and seconded by Council Member Godley to return to open session. Motion was approved unanimously, and Mayor Thomas returned the City Council to open session at 10:12 p.m.

ADJOURNMENT

There being no further business before the City Council, motion was made by Council Member Smiley and seconded by Council Member Godley to adjourn the meeting. Motion carried unanimously, and Mayor Thomas declared the meeting adjourned at 10:13 p.m.



Respectfully Submitted

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

Polly Jones
Deputy City Clerk



City of Greenville, North Carolina

Meeting Date: 6/5/2017
Time: 6:00 PM

Title of Item: Resolution Amending the Assignment of Classes to Salary Grades and Ranges

Explanation: **Abstract:** A resolution amending the City of Greenville's Assignment of Classes to Salary Grades and Ranges is being presented for approval. The Financial Services Department is proposing to reclassify two positions in order to maximize managerial effectiveness and efficiency. The Police Department and the Office of Economic Development are requesting to retitle various positions.

Explanation: The Financial Services Department has recently experienced turnover in the position of Senior Financial Services Manager. Financial Services is proposing to reclassify two positions as they move forward to fill this vacancy. The Police Department and the Office of Economic Development are also requesting to retitle various positions. The following is a detail of the proposed changes for each area:

Financial Services Department:

The Financial Services Department is proposing to reclassify two of its existing positions to create a new job classification within the department. This reclassification would eliminate the current allotment of one (1) vacant Senior Financial Services Manager position (pay grade 121) and one (1) Business Analyst position (pay grade 115). The two positions eliminated would be replaced with two Financial Services Manager positions (pay grade 120). Essentially, the responsibilities of the previous Senior Financial Services Manager and Business Analyst will be split between the new positions. This is a budget neutral reclassification that will not result in additional personnel expenses or an increase to the budget. The reclassifications will improve operational effectiveness by directing expertise to assigned areas of responsibility. Segal Waters has reviewed the job documentation for the proposed position and recommends that the position be placed in Pay Grade 120.

The positions will perform managerial and administrative work in accounting, financial reporting, budgeting, collections, and purchasing. In addition, the positions will be assigned responsibility for functional areas within the Financial

Services Department, based on their skill sets and experience. Additionally, both positions will supervise a number of professional, paraprofessional, and clerical personnel involved in diverse finance-related activities.

Police Department:

The Police Department is proposing to retitle the current Community Services Supervisor position to Telecommunications Supervisor. This proposed title change is consistent with industry titling and will help attract qualified applicants when recruiting for the position. There is no budget impact of the proposed change in title. The position will remain assigned to Pay Grade 115.

Economic Development:

The Office of Economic Development is proposing to retitle two positions so as to provide a greater degree of clarity to prospective applicants as part of the recruitment process for two vacant Economic Development positions. There is currently one vacant Planner II position within the office with a second Planner II position expected to become vacant in the next several weeks. The retitling of positions is intended to assist in expediting the hiring process.

The Office is proposing to retitle the Planner II position to Economic Developer and the GIS Technician II position to Senior Economic Developer. There is not a change in pay grade associated with these changes as the newly retitled Economic Developer will remain in Pay Grade 114 and the newly retitled Senior Economic Developer will remain in Pay Grade 115. In addition, there is no budget impact of the proposed changes in title.

Fiscal Note:

The former Senior Financial Services Manager was a long-tenured employee. Due to the budgeted salary of the former position being significantly higher than the starting salary of the newly reclassified positions, the proposed changes outlined in this agenda item are budget neutral. There is no negative impact to the budget as a result of the requested reclassifications.

Recommendation:

Approve the resolution amending the Assignment of Classes to Salary Grades and Ranges.

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

Attachments / click to download

 [Resolution amending pay plan 6_05_17_1052844](#)

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>
Telecommunications Supervisor	115
Financial Services Manager	120
Senior Economic Developer	115
Economic Developer	114

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

<u>Classification Title</u>	<u>Pay Grade</u>
Community Services Supervisor	115
Business Analyst	115
Senior Financial Services Manager	121
GIS Technician II	115
Planner II- Economic Development	114

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

Section 4. This resolution shall be effective June 5, 2017.

Adopted this the 5th day of June, 2017.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk



City of Greenville, North Carolina

Meeting Date: 6/5/2017
Time: 6:00 PM

Title of Item: Status update on FEMA Reimbursement from Hurricane Matthew

Explanation: **Abstract:** Staff is providing a status update on FEMA reimbursements from Hurricane Matthew.

Explanation: The purpose of this item is to provide an update to the projection of funds the City of Greenville expects to receive as reimbursement from FEMA and the State of North Carolina for work performed and costs incurred related to Hurricane Matthew. It should be noted that all figures are estimates based on meetings with FEMA staff. While confidence in these figures is high, it remains probable that the final reimbursements will vary from these estimates.

FEMA Public Assistance Program - Emergency Work (Category A – B)

Category A – Debris Removal

- Projected Reimbursement: **\$250,000**
- Project Status: This project has been finalized and submitted to FEMA project writers. This is the final stage of the FEMA approval process.

Category B – Emergency Protective Measures

- Projected Reimbursement: \$440,000
- Project Status: This project is being finalized and is projected to be submitted to FEMA project writers by June 2, 2017. Per FEMA's Public Assistance Crew Lead, once a project is submitted to FEMA project writers the typical time to reimbursement is six to eight weeks.

FEMA Public Assistance Program Permanent Work (Category C – G)

There are Permanent Work projects for the City of Greenville that are in various

stages of completion. (See attached spreadsheet for detail).

- Projected Reimbursement: **\$720,000**
- Project Status: These projects are being coordinated between the individual City departments and the FEMA Public Assistance Crew Lead. Reimbursement timelines will vary based on the project.

FEMA Hazard Mitigation Grant Program

The City has submitted a reimbursement request for buyout costs associated with eight properties. The costs are categorized as follows:

Purchase Cost	\$646,013.70
Demolition Cost	89,200.00
Administrative Cost	<u>36,203.19</u>
Total	\$771,416.89

This request is in the early stages of the submission process. More information will be available in subsequent updates.

Fiscal Note:

FEMA Category Reimbursement Estimates:

Debris Removal - \$250,000
Emergency Protective Measures - \$440,000
FEMA Public Assistance Program Permanent Work - \$720,000
FEMA Hazard Mitigation Grant Program - \$771,417

Recommendation: Receive the status update on FEMA reimbursements from Hurricane Matthew

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

Attachments / click to download

 [COG Permanent Work 1052875](#)

City of Greenville - Permanent Work

Facility / Location	Address	Project	Estimate	Work	Status
West Meadowbrook Park	900 Legion Street	Parking lot fence repairs	\$ 3,000.00	Contract	Out to bid
West Meadowbrook Park	900 Legion Street	Ballfield lights and controls	\$ 250,000.00	Contract	Estimate received
West Meadowbrook Park	900 Legion Street	Restroom building	\$ 10,000.00	Contract	Complete
Elm St Park	1055 S Elm St	playground fence repairs	\$ 3,000.00	Contract	Complete
Elm Street Park	1055 South Elm Street	fence repairs at ESP, Lawn Games area	\$ 7,500.00	Contract	Complete
River Park North	1000 Mumford Rd	ADA Gate replacement, electronics submerged. Front Gate automatic motorized opener and control unit, unit submerged. Spill rail removal and replacement - 453 ft / Broken fence Holly St property / Broken fence gate, maintenance entrance to play area.	\$ 11,800.00	Contract	Complete
River Park North	1000 Mumford Rd	Sand surfacing around concrete animals eroded and inundated / EWF eroded and inundated	\$ 15,000.00		Complete
River Park North	1000 Mumford Rd	Front Gate Lighting inundated (2). Pedal Boat shed 100% inundated, needs inspected, and electrical re-wired. Electrical box near pedal boats inundated. Electricity at large shelter needs inspected and replaced if inundated. (meter base was inundated)	\$ 2,800.00	Force Account	Complete
River Park North	1000 Mumford Rd	Pedal Boat dock and gangway need reset	\$ 150.00	Contract	Complete
River Park North	1000 Mumford Rd	Reset kayak racks at RPN-West. Reset and clean raised garden beds. Drain and Clean Monofilament Collectors. Jon Boat - Replace sand, Clean, Replace Bimini Top, Reset in Place.	\$ 1,800.00	Force Account (Vol)	Reviewing volunteer documentation
River Park North	1000 Mumford Rd	Blue Mulch eroded in play area	\$ 450.00	Force Account	Completed
South Tar Greenway	<-> 5th St and Tar River	Path washed out.	\$ 60,000.00	Contract	Being rebid because Army Corps didn't accept original plan.
Sheppard Memorial Library	530 Evans St	Roof damage around old chimneys ask about mitigation and water proofing, will contract design and repair. Waiting on proposal from East Group for design. We have a quote for some demo and abatement which we will be completing ahead of East Group design. Intend to ask for mitigation \$.	\$ 250,000.00	Contract	Initial work is done. Cleanup and mold tests are done. Proposal is in the process of being completed to fix.
Public Works Yard Back Gate	1500 Beatty St	Electric controls - Step A completed for \$1700 which didn't fix problem but confirmed damage was due to imidation. Waiting on bid for full repair and a bid to elevate equipment as mitigation.	\$ 10,000.00	Contract	Initial work completed. Mitigation needed to raise gate (estimated \$5000)
Various culverts citywide	Various	45 pipe ends damaged, 23 structures damaged	\$ 74,500.00	Contract	Estimated. No work done yet.
Elm Street/ Greens Mill Run Crossing	No address	Culvert failure, water overtopped road, lost part of road	\$ 16,394.06	Force Acct	Completed
Hooker and Millbrook/ Greens Mill Run Crossing	No address	Culvert failure, water overtopped road, lost sidewalk	\$ 5,117.50	Force Acct	Completed
Oxford Road Bridge	Intersection of Oxford Rd and	Bridge approach failure, water overtopped road	\$ 2,439.48	Force Acct	Completed



City of Greenville, North Carolina

Meeting Date: 6/5/2017
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 the refund of the following taxes:

<u>Payee</u>	<u>Adjustment Refunds</u>	<u>Amount</u>
Dixon, Lisa M.	Registered Property Tax	723.77
Godley, Quynette	Registered Property Tax	160.36
Hugo, Nelson	Registered Property Tax	128.15
Meads, Wayne O., Sr.	Registered Property Tax	247.86
Pablo, Nereo A.	Registered Property Tax	314.99
Portillo, Miguel A.	Registered Property Tax	176.30
Ramirez, Pedro	Registered Property Tax	140.86
Walker, Lamont L.	Registered Property Tax	119.63
Williams, Gloria	Registered Property Tax	142.60

Fiscal Note: The total to be refunded is \$2,154.52

Recommendation: Approval of tax refunds by City Council

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Attachments / [click to download](#)



City of Greenville, North Carolina

Meeting Date: 6/5/2017
Time: 6:00 PM

Title of Item: Ordinance and Reimbursement Resolution Amending Greenville Utilities Commission's FY 2016-17 Budget and various capital projects budgets

Explanation: **Abstract:** Greenville Utilities Commission (GUC) seeks to amend its fiscal year 2016-17 budget to reflect end of year projections which includes certain capital projects budget amendments.

Explanation: GUC's fiscal year 2016-17 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 18, 2017, the GUC Board of Commissioners approved the fiscal year 2016-17 budget amendment which included certain capital projects budget amendments and a reimbursement resolution. The GUC Board of Commissioners recommends similar action by City Council.

Fiscal Note: No cost to the City.

Recommendation: Adopt the attached ordinance and resolution amending GUC's fiscal year 2016-17 budget amendment which includes certain capital projects budget amendments and a reimbursement resolution.

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

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[Reimbursement Resolution - GUC Budget Amendment](#)

[Ordinance - GUC Budget Amendment](#)

RESOLUTION NO. 17-__
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 \$49,636,858.

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 _____, 2017.

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:

FCP10072 New Operations Center Phase 2	40,941,858
WCP-117 Water Treatment Plant Upgrade Phase 1	6,900,000
SCP-121 Sewer Harris Mill Interceptor	995,000
SCP10219 Candlewick Area Sanitary Sewer System Project	800,000
	<u>\$49,636,858</u>

ORDINANCE NO. 17-
CITY OF GREENVILLE, NORTH CAROLINA
TO AMEND THE GREENVILLE UTILITIES COMMISSION 2016-17 BUDGET, AND
TO AMEND VARIOUS CAPITAL PROJECTS BUDGETS

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>	<u>Change</u>	<u>Revised</u>
A. <u>Electric Fund</u>			
Rates & Charges	\$173,925,971	(\$988,238)	\$172,937,733
Fees & Charges	1,475,124	419,476	1,894,600
Miscellaneous	2,111,369	(288,228)	1,823,141
Interest on Investments	165,000	42,479	207,479
FEMA/Insurance Reimbursement	0	667,636	667,636
Bond Proceeds	806,619	(806,619)	0
Transfer from Capital Projects	<u>0</u>	<u>806,619</u>	<u>806,619</u>
Total Electric Fund Revenue	\$178,484,083	(\$146,875)	\$178,337,208
B. <u>Water Fund</u>			
Rates & Charges	\$18,715,321	\$170,384	\$18,885,705
Fees & Charges	351,607	6,599	358,206
Miscellaneous	240,370	128,030	368,400
Interest on Investments	45,000	2,384	47,384
FEMA/Insurance Reimbursement	0	17,363	17,363
Bond Proceeds	79,633	(79,633)	0
Transfer from Capital Projects	<u>0</u>	<u>79,633</u>	<u>79,633</u>
Total Water Fund Revenue	\$19,431,931	\$324,760	\$19,756,691
C. <u>Sewer Fund</u>			
Rates & Charges	\$21,728,078	\$253,447	\$21,981,525
Fees & Charges	341,518	22,216	363,734
Miscellaneous	129,041	57,693	186,734
Interest on Investments	32,000	(471)	31,529
FEMA/Insurance Reimbursement	0	16,613	16,613
Bond Proceeds	167,880	(167,880)	0
Transfer from Capital Projects	<u>800,000</u>	<u>(632,120)</u>	<u>167,880</u>
Total Sewer Fund Revenue	\$23,198,517	(\$450,502)	\$22,748,015
D. <u>Gas Fund</u>			
Rates & Charges	\$35,653,000	(\$5,837,710)	\$29,815,290
Fees & Charges	142,153	13,203	155,356
Miscellaneous	145,350	183,474	328,824
Interest on Investments	80,000	(20,100)	59,900
FEMA/Insurance Reimbursement	0	19,726	19,726
Bond Proceeds	364,595	(364,595)	0
Transfer from Capital Projects	0	364,595	364,595
Transfer from Rate Stabilization	0	400,000	400,000
Appropriated Fund Balance	<u>0</u>	<u>1,000,000</u>	<u>1,000,000</u>
Total Gas Fund Revenue	\$36,385,098	(\$4,241,407)	\$32,143,691
Total Revenues	<u>\$257,499,629</u>	<u>(\$4,514,024)</u>	<u>\$252,985,605</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	\$178,484,083	(\$146,875)	\$178,337,208
Water Fund	19,431,931	324,760	19,756,691
Sewer Fund	23,198,517	(450,502)	22,748,015
Gas Fund	36,385,098	(4,241,407)	32,143,691
Total Expenditures	<u>\$257,499,629</u>	<u>(\$4,514,024)</u>	<u>\$252,985,605</u>

Section III. Capital Projects. The following Capital Project Budgets previously established are hereby amended.

(a) The revenues anticipated to be available to complete the projects are amended as follows.

Proceeds from long-term debt	\$6,535,000	\$42,301,858	\$48,836,858
Capital projects fund balance	700,000	100,000	800,000
	<u>\$7,235,000</u>	<u>\$42,401,858</u>	<u>\$49,636,858</u>

(b) The amounts appropriated for the projects are amended as follows:

FCP10072 New Operations Center Phase 2	\$4,000,000	\$36,941,858	\$40,941,858
WCP117 Water Treatment Plant Upgrade Phase 1	1,900,000	5,000,000	6,900,000
SCP121 Sewer Harris Mill Interceptor	635,000	360,000	995,000
SCP10219 Candlewick Area Sanitary Sewer System Project	700,000	100,000	800,000
	<u>\$7,235,000</u>	<u>\$42,401,858</u>	<u>\$49,636,858</u>

(c) The capital project revenues and expenditures authorizations shall extend from year to year until each project is completed.

Section IV. Amendments.

(a) Pursuant to General Statutes 159-15, these budgets 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 V: 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 _____, 2017.

Allen M. Thomas, Mayor

Attest:

Carol L. Barwick, City Clerk



City of Greenville, North Carolina

Meeting Date: 6/5/2017
Time: 6:00 PM

Title of Item: Budget Ordinance Amendment #8 to the 2016-2017 City of Greenville budget (Ordinance #16-036), Public Works Capital Projects Fund (Ordinance #17-024), Recreation & Parks Capital Projects Fund (Ordinance #17-024), Special Revenue Grants Fund (Ordinance #11-003), Facility Improvement Fund (Ordinance #16-036), and Stormwater Utility Fund (Ordinance #16-036)

Explanation: **Abstract:** This budget amendment is for City Council to review and approve proposed changes to the adopted 2016-2017 budget and other funds as identified.

Explanation: Attached for consideration at the June 5, 2017 City Council meeting is an ordinance amending the 2016-2017 City of Greenville budget (Ordinance #16-036), Public Works Capital Projects Fund (Ordinance #17-024), Recreation & Parks Capital Projects Fund (Ordinance #17-024), Special Revenue Grants Fund (Ordinance #11-003), Facility Improvement Fund (Ordinance #16-036), and Stormwater Utility Fund (Ordinance #16-036).

For ease of reference, a footnote has been added to each line item of the budget ordinance amendment, which corresponds to the explanation below:

Item	Justification	Funds Amended	Net Adjustment
A.	Reallocate Insurance Loss and Premium balances to the Human Resources Department to pay the remaining claims for the fiscal year.	- General Fund	\$53,110
B.	Adjust departmental budgets to projected actual for year-end. Adjustments have been made between departments.	- General Fund	\$0
C.	Recognize money received from the Connect NC bond for the Accessible Water Sports Facility	- R&P Capital Fund - Facility	\$224,090 \$0

	project.	Improvement	
D.	Reclass remaining funds in Contingency to cover expenses associated with the NCLM Conference to be held later this year.	- General Fund	\$0
E.	Recognize monies received from the NC Department of Commerce-Building Reuse Program for Caremaster, LLC	- Special Revenue Fund	\$157,500
F.	Recognize monies received from the NC Science Museum for the Love a Sea Turtle Grant	- Special Revenue Fund	\$62,913
G.	Recognize monies received from the NC Housing Finance Agency for the 2017 cycle of the Urgent Repair Program (URP17)	- Special Revenue Fund	\$50,000
H.	Appropriate Stormwater Utility Funding from the Watershed Master Plan project in the Enterprise Capital Project Fund	- Stormwater Utility Fund	\$677,575
I.	Reverse replicated budget for the Golden Leaf Economic Catalyst Grant	- Special Revenue Fund	\$(539,445)
J.	Record Occupancy Tax funds for the Convention Center Expansion project	- Public Works Capital Project Fund	\$30,000

Fiscal Note:

The budget ordinance amendment affects the following funds:


Fund Name	2016-17 Budget Per Amend #7	Amend #8	2016-17 Budget Per Amend #8
General	\$85,154,087	\$53,110	\$85,207,197
Debt Service	5,505,438	0	5,505,438
Stormwater Utility	6,544,434	677,575	7,222,009
Facility Improvement	2,326,152	0	2,326,152
Vehicle Replacement	5,303,743	0	5,303,743
Special Revenue Grant	5,393,298	(269,032)	5,124,266
Public Works Capital Projects	34,459,537	30,000	34,489,537
Transportation	2,634,012	0	2,634,012
Health Fund	12,885,572	0	12,885,572
Rec & Parks Capital Projects	5,822,348	224,090	6,046,438
Capital Reserve	2,090,538	0	2,090,538

Fleet Maintenance	4,240,378	0	4,240,378
Sanitation	7,647,951	0	7,647,951
CD- Housing	1,417,781	0	1,417,781
Sheppard Memorial Library	2,547,428	0	2,547,428
FEMA- Hurricane Matthew Fund	2,000,000	0	2,000,000
Pitt-Greenville Convention and Visitors Authority (CVA)	1,294,324	0	1,294,324
CD Capital Projects	18,478,476	0	18,478,476

Recommendation: Approve budget ordinance amendment #8 to the 2016-2017 City of Greenville budget (Ordinance #16-036), Public Works Capital Projects Fund (Ordinance #17-024), Recreation & Parks Capital Projects Fund (Ordinance #17-024), Special Revenue Grants Fund (Ordinance #11-003), Facility Improvement Fund (Ordinance #16-036), and Stormwater Utility Fund (Ordinance #16-036)

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 [FY2016-17 Amend #8](#)

ORDINANCE NO. 17-
CITY OF GREENVILLE, NORTH CAROLINA

Ordinance (#8) Amending the 2016-2017 City of Greenville Budget (Ordinance #16-036), Public Works Capital Projects Fund (Ordinance #17-024), Recreation & Parks Capital Projects Fund (Ordinance #17-024), Special Revenue Grants Fund (Ordinance #11-003), Facility Improvement Fund (Ordinance #16-036), and Stormwater Utility Fund (Ordinance #16-036)

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

Section I: Estimated Revenues and Appropriations. General Fund, of Ordinance #16-036, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	Budget Amendment #8					2016-17 Budget per Amend #8
	2016-17 Budget per Amend #8	A.	B.	D.	Total Amend #8	
ESTIMATED REVENUES						
Property Tax	\$ 32,444,935	\$ -	\$ -	\$ -	\$ -	\$ 32,444,935
Sales Tax	17,831,023	-	-	-	-	17,831,023
Video Prog. & Telecom. Service Tax	914,621	-	-	-	-	914,621
Rental Vehicle Gross Receipts	130,763	-	-	-	-	130,763
Utilities Franchise Tax	7,158,899	-	-	-	-	7,158,899
Motor Vehicle Tax	1,383,674	-	-	-	-	1,383,674
Other Unrestricted Intergov't	874,012	-	-	-	-	874,012
Powell Bill	2,220,065	-	-	-	-	2,220,065
Restricted Intergov't Revenues	1,735,640	-	-	-	-	1,735,640
Licenses, Permits and Fees	4,427,874	-	-	-	-	4,427,874
Rescue Service Transport	3,096,519	-	-	-	-	3,096,519
Parking Violation Penalties, Leases,	378,386	-	-	-	-	378,386
Other Sales & Services	343,328	-	-	-	-	343,328
Other Revenues	1,797,131	-	-	-	-	1,797,131
Interest on Investments	500,000	-	-	-	-	500,000
Transfers In GUC	6,498,420	-	-	-	-	6,498,420
Other Financing Sources	-	53,110	-	-	53,110	53,110
Appropriated Fund Balance	3,418,797	-	-	-	-	3,418,797
Total Revenues	\$ 85,154,087	\$ 53,110	\$ -	\$ -	\$ 53,110	\$ 85,207,197
APPROPRIATIONS						
Mayor/City Council	\$ 378,265	\$ 1,732	\$ 35,000	\$ -	\$ 36,732	\$ 414,997
City Manager	2,783,031	(4,081)	-	6,275	2,194	2,785,225
City Clerk	244,879	(499)	5,000	-	4,501	249,380
City Attorney	455,059	2,000	2,500	-	4,500	459,559
Human Resources	2,808,701	766,359	(52,500)	-	713,859	3,522,560
Information Technology	3,136,382	187	-	-	187	3,136,569
Fire/Rescue	14,339,758	(33,881)	-	-	(33,881)	14,305,877
Financial Services	2,491,809	(2,248)	10,000	-	7,752	2,499,561
Recreation & Parks	8,347,997	(83,331)	-	-	(83,331)	8,264,666
Police	23,638,955	(118,109)	-	-	(118,109)	23,520,846
Public Works	10,884,484	(464,367)	-	-	(464,367)	10,420,117
Community Development	2,599,005	(10,652)	-	-	(10,652)	2,588,353
OPEB	500,000	-	-	-	-	500,000
Contingency	6,275	-	-	(6,275)	(6,275)	-
Indirect Cost Reimbursement	(1,432,859)	-	-	-	-	(1,432,859)
Capital Improvements	250,000	-	-	-	-	250,000
Total Appropriations	\$ 71,431,741	\$ 53,110	\$ -	\$ -	\$ 53,110	\$ 71,484,851
OTHER FINANCING SOURCES						
Transfers to Other Funds	\$ 13,722,346	\$ -	\$ -	\$ -	\$ -	\$ 13,722,346
Total Other Financing Sources	\$ 13,722,346	\$ -	\$ -	\$ -	\$ -	\$ 13,722,346
Total Approp & Other Fin Sources	\$ 85,154,087	\$ 53,110	\$ -	\$ -	\$ 53,110	\$ 85,207,197

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

	Budget Amendment #8			
	2016-17 Budget per Amend #7	J.	Total Amend #8	2016-17 Budget per Amend #8
ESTIMATED REVENUES				
Tax Revenue	\$ 88,000	\$ 30,000	\$ 30,000	\$ 118,000
Transfers from Convention Center	400,000	-	-	400,000
Bond Proceeds	9,096,803	-	-	9,096,803
Restricted Intergovernmental	15,052,766	-	-	15,052,766
Capital Lease	2,591,373	-	-	2,591,373
Transfer from Powell Bill	1,443,015	-	-	1,443,015
Transfer from General Fund	5,439,972	-	-	5,439,972
Transfer from West Third Street	109,498	-	-	109,498
Transfer from Stormwater Utility	80,170	-	-	80,170
Transfer from Public Transportation	104,000	-	-	104,000
Investment Earnings	33,440	-	-	33,440
Other Revenues	20,500	-	-	20,500
Total Revenues	\$ 34,459,537	\$ 30,000	\$ 30,000	\$ 34,489,537

APPROPRIATIONS				
Stantonsburg Rd./10th St Con Project	\$ 6,044,950	\$ -	\$ -	\$ 6,044,950
Thomas Langston Rd. Project	3,980,847	-	-	3,980,847
GTAC Project	9,336,917	-	-	9,336,917
Energy Efficiency Project	777,600	-	-	777,600
King George Bridge Project	1,341,089	-	-	1,341,089
Energy Savings Equipment Project	2,591,373	-	-	2,591,373
Convention Center Expansion Project	4,688,000	30,000	30,000	4,718,000
Pedestrian Improvement Project	210,761	-	-	210,761
Street Improvements Project	5,488,000	-	-	5,488,000
Total Appropriations	\$ 34,459,537	\$ 30,000	\$ 30,000	\$ 34,489,537

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

	Budget Amendment #8			
	2016-17 Budget per Amend #7	C.	Total Amend #8	2016-17 Budget per Amend #8
ESTIMATED REVENUES				
Restricted Intergovernmental	\$ 1,350,000	\$ 179,272	\$ 179,272	\$ 1,529,272
Transfer from General Fund	2,217,695	-	-	2,217,695
Transfer from Debt Service	32,500	-	-	32,500
Transfer from Facilities Improvement	-	44,818	44,818	44,818
Transfer from Capital Reserve	122,153	-	-	122,153
Bond Proceeds	2,100,000	-	-	2,100,000
Total Revenues	\$ 5,822,348	\$ 224,090	\$ 224,090	\$ 6,046,438
APPROPRIATIONS				
South Greenville Renovations & Add	\$ 3,238,000	\$ -	\$ -	\$ 3,238,000
Trillium Park Equipment Project	1,001,331	-	-	1,001,331
Town Common Renovations	985,932	-	-	985,932
Water Sports Facility Project	-	239,390	239,390	239,390
Westside Park Acquisition & Dev	271,153	-	-	271,153
Tar River	325,932	(15,300)	(15,300)	310,632
Total Appropriations	\$ 5,822,348	\$ 224,090	\$ 224,090	\$ 6,046,438

Section IV: 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:

	Budget Amendment #8					Total Amend #8	2016-17 Budget per Amend #8
	2016-17 Budget per Amend #7	E.	F.	G.	I.		
ESTIMATED REVENUES							
Special Fed/State/Loc Grant	\$ 4,723,265	\$ 150,000	\$ 62,913	\$ 50,000	\$ (539,445)	\$ (276,532)	\$ 4,446,733
Transfer From General Fund	590,033	7,500	-	-	-	7,500	597,533
Transfer From Pre-1994 Entitlement	80,000	-	-	-	-	-	80,000
Total Revenues	\$ 5,393,298	\$ 157,500	\$ 62,913	\$ 50,000	\$ (539,445)	\$ (269,032)	\$ 5,124,266
APPROPRIATIONS							
Personnel	\$ 1,052,069	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,052,069
Operating	3,034,554	157,500	62,913	50,000	(539,445)	(269,032)	2,765,522
Capital Outlay	1,306,675	-	-	-	-	-	1,306,675
Transfers	-	-	-	-	-	-	-
Total Appropriations	\$ 5,393,298	\$ 157,500	\$ 62,913	\$ 50,000	\$ (539,445)	\$ (269,032)	\$ 5,124,266

Section V: Estimated Revenues and Appropriations. Stormwater Utility Fund Fund, of Ordinance #16-036, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	Budget Amendment #8			2016-17 Budget per Amend #8
	2016-17 Budget per Amend #7	H.	Total Amend #8	
ESTIMATED REVENUES				
Stormwater Fee	\$ 5,374,886	\$ -	\$ -	\$ 5,374,886
Appropriated Fund Balance	1,169,548	677,575	677,575	1,847,123
Total Revenues	\$ 6,544,434	\$ 677,575	\$ 677,575	\$ 7,222,009
APPROPRIATIONS				
Stormwater Fund	\$ 6,544,434	\$ 677,575	\$ 677,575	\$ 7,222,009
Total Appropriations	\$ 6,544,434	\$ 677,575	\$ 677,575	\$ 7,222,009

Section VI: Estimated Revenues and Appropriations. Facility Improvement Fund, of Ordinance #16-036, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	Budget Amendment #8			2016-17 Budget per Amend #8
	2016-17 Budget per Amend #7	C.	Total Amend #8	
ESTIMATED REVENUES				
Transfer From General Fund	\$ 1,590,000	\$ -	\$ -	\$ 1,590,000
Appropriated Fund Balance	736,152	-	-	736,152
Total Revenues	\$ 2,326,152	\$ -	\$ -	\$ 2,326,152
APPROPRIATIONS				
Capital Improvements	\$ 2,326,152	\$ (44,818)	\$ (44,818)	\$ 2,281,334
Transfer to Rec & Parks Capital Fund	-	44,818	44,818	44,818
Total Appropriations	\$ 2,326,152	\$ -	\$ -	\$ 2,326,152

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

Adopted this 5th day of June, 2017

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

City of Greenville
Budget Amendment #8
Fiscal Year 2016-17

GENERAL FUND

Fund Balance Appropriated per Amendment #8

	General Fund	Powell Bill Fund	Total
2016-17 Adopted Budget Ordinance			
Purchase of Imperial Site	\$ 1,040,000	\$ -	\$ 1,040,000
Budget Contingency	38,808	-	38,808
Powell Bill Carryover	-	717,186	717,186
Subtotal	<u>\$ 1,078,808</u>	<u>\$ 717,186</u>	<u>\$ 1,795,994</u>
Capital Project Carryover From FY2015-16			
Fire/Rescue #3 Parking Lot Project	\$ 139,551	\$ -	\$ 139,551
Tar River Study	136,932	-	136,932
Public Works Dept Carryover	191,187	-	191,187
Town Common Improvements	260,534	-	260,534
Mast Arm Poles Project	100,000	-	100,000
City Hall Lobby Renovation Project	34,719	-	34,719
Fire/Rescue Defibrillators	35,500	-	35,500
Historical Loan Pilot Projects	70,000	-	70,000
Subtotal	<u>\$ 968,423</u>	<u>\$ -</u>	<u>\$ 968,423</u>
Economic Development Carryover			
Revolving Loan Fund	\$ 110,000	\$ -	\$ 110,000
The Boundary Property Tax Credit	175,000	-	175,000
Subtotal	<u>\$ 285,000</u>	<u>\$ -</u>	<u>\$ 285,000</u>
Other Appropriations			
King George Road Bridge Project	\$ -	\$ 164,761	\$ 164,761
Police Vehicles	\$ 197,500	\$ -	\$ 197,500
Parking Residuals	\$ 7,119	\$ -	\$ 7,119
Subtotal	<u>\$ 204,619</u>	<u>\$ 164,761</u>	<u>\$ 369,380</u>
Total Appropriated as of Amendment #8	<u><u>\$ 2,536,850</u></u>	<u><u>\$ 881,947</u></u>	<u><u>\$ 3,418,797</u></u>

City of Greenville
Budget Amendment #8
Fiscal Year 2016-17

GENERAL FUND

General Fund Contingency Available for Appropriation per Amendment #8:

2016-17 Contingency Fund Budget \$ 150,000

Appropriations As of Amendment #8:

Pedestrian Bridge Study (20% Match)	\$	(5,000)	
Governor's Crime Commission Grant (20% Match)		(27,725)	
Recreation and Parks Credit Card Chip Readers		(7,000)	
Security Cameras at South Greenville Rec Center		(6,000)	
Uptown Greenville Contract		(50,000)	
Uptown Brewing Company (5% Match)		(3,000)	
South Greenville Rec Center LEAD		(45,000)	
N.C. League of Municipalities Conference		(6,275)	
		(150,000)	

Contingency Available for Appropriation per Amend #8 \$ -



City of Greenville, North Carolina

Meeting Date: 6/5/2017
Time: 6:00 PM

- Title of Item:** Public hearing on proposed Fiscal Year 2017-18 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 2017-18 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 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 2017-18 budgets as authorized by North Carolina General Statute 160A-314.

The 2017-18 budget has been adjusted from the proposed budget that was presented at the May 8, 2017 City Council meeting. At the May 8th meeting, Council approved a motion that directed staff to make various adjustments to the 2017-18 proposed General Fund budget.

The following is a summary of the adjustments made to the General Fund budget:

Budget Increases:

Street Lighting	\$ 100,000
Street Improvements	<u>200,000</u>
Total Budget Increases	\$ <u>300,000</u>

Budget Adjustments:

R&P Capital Project Reduction	
Eastside Park	\$ (102,000)
Westside Park	(18,000)
Subtotal	(120,000)
CDBG Fund Allocation	(100,000)
Routers/Switches Reduction	(50,000)
Public Works: Operations & Capital	<u>(30,000)</u>
Total Budget Adjustments	\$ <u>(300,000)</u>

The following is a reconciliation between the 2017-18 proposed General Fund budget as presented at the May 8, 2017 City Council meeting and the budget as adjusted per the motion approved by Council at the May 8th meeting:

	2017-18 Proposed Budget	Increase Streets & Lights	R&P Capital Budget Adjustments	Other Budget Adjustments	2017-18 Adjusted Budget
<u>Revenue</u>					
Property Tax	\$32,750,000	\$ -	\$ -	\$ -	\$ 32,750,000
Sales Tax	18,823,000	-	-	-	18,823,000
UFT	7,102,077	-	-	-	7,102,077
GUC Transfer	6,651,919	-	-	-	6,651,919
Powell Bill	2,220,065	-	-	-	2,220,065
Rescue Fees	3,127,484	-	-	-	3,127,484
Investment	500,000	-	-	-	500,000
Motor Vehicle	1,503,457	-	-	-	1,503,457
Inspections	950,000	-	-	-	950,000
Recreation	1,999,487	-	-	-	1,999,487
Other Rev	5,107,966	-	-	100,000	5,207,966
Approp FB	<u>1,178,344</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,178,344</u>
Total Revenue	<u>\$81,913,799</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 100,000</u>	<u>\$ 82,013,799</u>
<u>Expense</u>					
Personnel	\$53,265,688	\$ -	\$ -	\$ -	\$ 53,265,688
Operating	17,505,441	-	-	(15,000)	17,490,441
Capital	5,727,631	100,000	(120,000)	(65,000)	5,642,631
Transfers	6,874,558	200,000	-	-	7,074,558
Indirect Cost	<u>(1,459,519)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(1,459,519)</u>
Total Expense	<u>\$81,913,799</u>	<u>\$ 300,000</u>	<u>\$ (120,000)</u>	<u>\$ (80,000)</u>	<u>\$ 82,013,799</u>

The attached ordinances are submitted for consideration at the City Council's June 8, 2017 meeting.

Fiscal Note:

The fiscal year 2017-18 budget ordinances provide revenues and appropriations for the following funds:

General	\$82,013,799
Debt Service	5,448,934
Public Transportation – Transit	2,858,391
Fleet Maintenance	4,337,071
Sanitation	7,619,286
Stormwater	5,928,998
Housing	1,424,149
Health Insurance	13,135,690
Vehicle Replacement	4,934,770
Facilities Improvement	1,542,000
Capital Reserve	-
Greenville Utilities Commission	250,541,773
Convention & Visitors Authority	1,228,484
Sheppard Memorial Library	2,432,280

Recommendation:

Receive staff presentations and conduct a public hearing on the proposed budget ordinances for fiscal year 2017-18, including the concurrent public hearing on the stormwater management utility rate increase.

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Attachments / click to download

- [Budget Introduction](#)
- [Managers Proposed Budget](#)
- [Budget Ordinance 2017_18 COG_1052227](#)
- [Budget Ordinance 2017_18 GUC_1052225](#)
- [FY2018 Fee_Changes_1052694](#)

ORDINANCE NO. 17-

CITY OF GREENVILLE, NORTH CAROLINA
2017-2018 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, 2017 and ending June 30, 2018:

GENERAL FUND

Unrestricted Intergovernmental Revenues:

Ad Valorem Taxes;			
Current Year Taxes - Operations	\$	32,413,458	
Prior Year's Taxes and Penalties		336,542	
Subtotal		<u>32,750,000</u>	\$ 32,750,000
Sales Tax	\$	18,823,000	
Video Programming & Telecommunication Services Tax		923,767	
Rental Vehicle Gross Receipts		133,378	
Utilities Franchise Tax		7,102,077	
Motor Vehicle Tax		1,503,457	
Other Unrestricted Intergovernmental Revenues		878,341	
Subtotal		<u>29,364,020</u>	\$ 29,364,020
Restricted Intergovernmental Revenues:			
Restricted Intergovernmental Revenues	\$	420,501	
Powell Bill - State allocation payment		2,220,065	
Subtotal		<u>2,640,566</u>	\$ 2,640,566
Licenses, Permits, & Fees:			
Other Licenses, Permits & Fees	\$	4,512,792	
Subtotal		<u>4,512,792</u>	\$ 4,512,792
Sales and Services:			
Rescue Service Transport	\$	3,127,484	
Parking Violation Penalties, Leases, and Meters		216,363	
Other Sales and Services		178,386	
Subtotal		<u>3,522,233</u>	\$ 3,522,233
Other Revenues:			
Other Revenue Sources	\$	793,925	
Subtotal		<u>793,925</u>	\$ 793,925
Investment Earnings:			
Interest on Investments	\$	500,000	
Subtotal		<u>500,000</u>	\$ 500,000
Other Financing Sources:			
Transfer from Greenville Utilities Commission	\$	6,651,919	
Appropriated Fund Balance		1,178,344	
Other Transfers		100,000	
Subtotal		<u>7,930,263</u>	\$ 7,930,263
TOTAL GENERAL FUND REVENUES			<u><u>\$ 82,013,799</u></u>

DEBT SERVICE FUND

Powell Bill Fund	\$	73,299	
Occupancy Tax		711,932	
Transfer from General Fund		<u>4,663,703</u>	
TOTAL DEBT SERVICE FUND			<u>\$ 5,448,934</u>

PUBLIC TRANSPORTATION FUND

Operating Grant 2017-2018	\$	1,434,397	
Planning Grant 2017-2018		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		603,781	
Appropriated Fund Balance		<u>117,399</u>	
TOTAL TRANSPORTATION FUND			<u>\$ 2,858,391</u>

FLEET MAINTENANCE FUND

Fuel Markup	\$	1,222,336	
Labor Fees		1,136,773	
Parts Markup		1,471,233	
Commercial Labor Markup		496,796	
Other Revenue Sources		<u>9,933</u>	
TOTAL FLEET MAINTENANCE FUND			<u>\$ 4,337,071</u>

SANITATION FUND

Refuse Fees	\$	7,449,600	
Extra Pickup		5,400	
Recycling Revenue		10,552	
Cart and Dumpster		94,880	
Solid Waste Tax		<u>58,854</u>	
TOTAL SANITATION FUND			<u>\$ 7,619,286</u>

STORMWATER MANAGEMENT UTILITY FUND

Utility Fee	\$	<u>5,928,998</u>	
TOTAL STORMWATER MANAGEMENT UTILITY FUND			<u>\$ 5,928,998</u>

COMMUNITY DEVELOPMENT HOUSING FUND

Annual CDBG Grant Funding	\$	796,296	
HUD City of Greenville		327,047	
Transfer from General Fund		<u>300,806</u>	
TOTAL COMMUNITY DEVELOPMENT HOUSING FUND			<u>\$ 1,424,149</u>

HEALTH FUND

Employer Contributions - City of Greenville	\$	9,197,718	
Employee Contributions - City of Greenville		991,464	
Retiree Contributions - City of Greenville		1,349,309	
Other Health Sources		1,251,447	
Appropriated Fund Balance		<u>345,752</u>	
TOTAL HEALTH FUND			<u>\$ 13,135,690</u>

FACILITY IMPROVEMENT FUND

Transfer from General Fund	\$	<u>1,542,000</u>	
TOTAL FACILITY IMPROVEMENT FUND			<u>\$ 1,542,000</u>

VEHICLE REPLACEMENT FUND

Sale of Property	\$	227,460	
Transfer from Sanitation Fund		250,000	
Transfer from Other Funds		3,328,636	
Other Revenues		51,000	
Appropriated Fund Balance		<u>1,077,674</u>	
TOTAL VEHICLE REPLACEMENT FUND			<u>\$ 4,934,770</u>

TOTAL ESTIMATED CITY OF GREENVILLE REVENUES			<u>\$ 129,243,088</u>
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SHEPPARD MEMORIAL LIBRARY FUND

City of Greenville	\$	1,232,969	
Pitt County		598,529	
Pitt County-Bethel/Winterville		12,000	
Town of Bethel		30,315	
Town of Winterville		167,780	
State Aid		191,774	
Desk/Copier Receipts		128,775	
Interest		1,000	
Other Revenues		31,500	
Greenville Housing Authority		10,692	
Appropriated Fund Balance		<u>26,946</u>	
TOTAL SHEPPARD MEMORIAL LIBRARY FUND			<u>\$ 2,432,280</u>

PITT-GREENVILLE CONVENTION AND VISITORS AUTHORITY FUND

Occupancy Tax (2%)	\$	1,061,783	
Miscellaneous Revenue		60	
Appropriated Fund Balance		<u>166,641</u>	
TOTAL PITT-GREENVILLE CONVENTION AND VISITORS AUTHORITY FUND			<u>\$ 1,228,484</u>

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, 2017 and ending June 30, 2018:

GENERAL FUND	
Mayor & City Council	\$ 457,998
City Manager	2,077,618
City Clerk	265,083
City Attorney	460,767
Human Resources	2,790,698
Information Technology	2,993,452
Fire/Rescue	14,023,486
Financial Services	2,428,481
Contingency	200,000
Other Post Employment Benefits	500,000
Police	24,750,354
Recreation & Parks	7,573,949
Public Works	9,671,950
Community Development	2,562,292
Capital Improvement	2,100,631
Transfers to Other Funds	10,616,558
Indirect Cost Reimbursement	(1,459,519)
TOTAL GENERAL FUND	<u>\$ 82,013,799</u>
DEBT SERVICE FUND	
Debt Service	\$ 5,448,934
PUBLIC TRANSPORTATION FUND	
Public Transportation	\$ 2,858,391
FLEET MAINTENANCE FUND	
Fleet Maintenance	\$ 4,337,071
SANITATION FUND	
Sanitation Service	\$ 7,619,286
STORMWATER MANAGEMENT UTILITY FUND	
Stormwater Management Utility Fund	\$ 5,928,998

COMMUNITY DEVELOPMENT HOUSING FUND

Community Development Housing/CDBG \$ 1,424,149

HEALTH FUND

Health Fund \$ 13,135,690

FACILITY IMPROVEMENT FUND

Facility Improvement Fund \$ 1,542,000

VEHICLE REPLACEMENT FUND

Vehicle Replacement Fund \$ 4,934,770

TOTAL CITY OF GREENVILLE APPROPRIATIONS \$ 129,243,088

SHEPPARD MEMORIAL LIBRARY FUND

Sheppard Memorial Library \$ 2,432,280

PITT-GREENVILLE CONVENTION AND VISITORS AUTHORITY

Pitt-Greenville Convention and Visitors Authority \$ 1,228,484

Section III: Encumbrances. Appropriations herein authorized and made shall have the amount of outstanding purchase orders as of June 30, 2017, 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: Taxes Levied. There is hereby levied a tax rate of 52 cents per one hundred dollars (\$100) valuation of taxable properties, as listed for taxes as of January 1, 2017, 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 V: 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 VI: 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 VII: The Manual of Fees, dated July 1, 2017, is adopted herein by reference.

Section VIII: Motor Vehicle Tax.

(a) Pursuant to the provisions of General Statute 20-97 (b1) and Section 10-3-1 of the Code of Ordinances, City of Greenville, an annual motor vehicle tax in the amount of thirty dollars (\$30) is hereby levied upon any vehicle resident in the city.

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 XI: 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 8th day of June, 2017.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

ORDINANCE NO. _____
CITY OF GREENVILLE, NORTH CAROLINA
2017-18 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, 2017 and ending June 30, 2018 to meet the subsequent expenditures, according to the following schedules:

	<u>Revenues</u>	<u>Budget</u>
A.	<u>Electric Fund</u>	
	Rates & Charges	\$169,026,175
	Fees & Charges	1,777,452
	Miscellaneous	2,295,301
	Interest on Investments	<u>204,000</u>
	Total Electric Fund Revenue	\$173,302,928
B.	<u>Water Fund</u>	
	Rates & Charges	\$19,010,430
	Fees & Charges	359,787
	Miscellaneous	246,053
	Interest on Investments	<u>45,000</u>
	Total Water Fund Revenue	\$19,661,270
C.	<u>Sewer Fund</u>	
	Rates & Charges	\$22,065,490
	Fees & Charges	304,686
	Miscellaneous	145,866
	Interest on Investments	<u>27,000</u>
	Total Sewer Fund Revenue	\$22,543,042
D.	<u>Gas Fund</u>	
	Rates & Charges	\$33,683,200
	Fees & Charges	135,176
	Miscellaneous	156,157
	Interest on Investments	60,000
	Appropriated Fund Balance	<u>1,000,000</u>
	Total Gas Fund Revenue	<u>\$35,034,533</u>
	Total Revenues	<u><u>\$250,541,773</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, 2017 and ending on June 30, 2018, according to the following schedules:

<u>Expenditures</u>	<u>Budget</u>
Electric Fund	\$173,302,928
Water Fund	19,661,270
Sewer Fund	22,543,042
Gas Fund	<u>35,034,533</u>
Total Expenditures	<u><u>\$250,541,773</u></u>

Section III: Capital Improvements. The following Capital Improvements anticipated revenues and project appropriations as listed below in this section are hereby adopted in the fiscal year beginning July 1, 2017.

(a) It is estimated that the following non-tax revenues and long term debt proceeds will be available to fund capital project expenditures that will begin in the fiscal year beginning July 1, 2017.

<u>Capital Projects Revenues</u>		<u>Budget</u>
Electric Fund - Long Term Debt Proceeds	\$2,500,000	
Sewer Fund - Long Term Debt Proceeds	6,780,000	
Gas Fund - Long Term Debt Proceeds	<u>12,300,000</u>	
Total Revenues		<u><u>\$21,580,000</u></u>

(b) The following amounts are hereby appropriated for capital projects that will begin during the fiscal year beginning July 1, 2017.

<u>Capital Projects Expenditures</u>		<u>Budget</u>
Electric System Expansion Project	\$2,500,000	
Southeast Area Sewer Extensions Project	2,500,000	
Sewer Outfall Rehabilitation Phase 4 Project	2,480,000	
Regional Pump Station Upgrades Project	1,800,000	
High-Pressure Multiple Gas Facilities Relocation Project	9,500,000	
NCDOT Southwest Bypass Relocations Project	1,500,000	
Firetower Road Widening Project	<u>1,300,000</u>	
Total Capital Projects Expenditures		<u><u>\$21,580,000</u></u>

Section IV: 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.

(d) Capital Projects listed in section III may be amended on an individual project basis.

Section V: Appropriation. The capital project revenue and expenditure authorizations shall extend from year to year until each project is completed.

Section VI: 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 8th day of June, 2017.

Attest:

Allen M. Thomas, Mayor

Carol L. Barwick, City Clerk

**PROPOSED FEE CHANGES FOR CITY OF GREENVILLE
MANUAL OF FEES
ALL DEPARTMENTS- SUMMARIZED BY FINANCIAL SERVICES**

Doc# 1052694

Department/Division	FEE DESCRIPTION	ACCOUNT NUMBER	CURRENT FEE	RECOMMENDED FEE	REVENUE INCREASE
STORMWATER					
	Storm Water Utility Fee for each equivalent rate unit (ERU) proposed to be raised by \$0.50/ERU	033-01-00-00-000-000-480034	\$4.85/ERU	\$5.35/ERU	\$554,112.00
SANITATION					
	Curbside Fee (Monthly)	032-01-00-00-000-000-476002	\$15.75	\$16.00	\$27,000.00
	Backyard Fee (Monthly)	032-01-00-00-000-000-476002	\$44.30	Service Eliminated	\$0.00
	Multi-family fee (Monthly)	032-01-00-00-000-000-476002	\$15.75	\$16.00	\$31,305.00
TOTAL FUND					\$612,417.00

CITY OF GREENVILLE
ADJUSTMENTS TO 2017-18 PROPOSED GENERAL FUND BUDGET
AS DIRECTED BY CITY COUNCIL AT MAY 8, 2017 COUNCIL MEETING

CONTENTS:

<u>Section</u>	<u>Page #</u>
Motion Approved at May 8, 2017 Council Meeting	1.
Recreation & Parks Capital Projects Included in the 2017-18 Proposed Budget	1.
Parameters Used to Carry Out Motion	2.
Budget Adjustment Scenario Summary	3.
Summary of Adjustments to Eastside and Westside Park Projects	4.
Reconciliation of Adjustments to the 2017-18 Proposed Budget	5.

City of Greenville
Adjustments to 2017-18 Proposed General Fund Budget
As Directed by City Council at May 8, 2017 Council Meeting

Motion Approved at May 8, 2017 Council Meeting

The following motion was approved by Council in reference to the 2017-18 PROPOSED BUDGET:

Direct staff to increase the street lighting budget by an additional \$100,000-\$150,000 and the road construction budget by an additional \$200,000-\$250,000; looking first to R&P capital projects, particularly Eastside Park, as a funding source.

Recreation & Parks Capital Projects Included in the 2017-18 Proposed Budget

* Town Common	\$ 461,033
Westside Park	190,000
Eastside Park	140,000
* Tar River Legacy Plan	180,000
Total	<u>\$ 971,033</u>

* The following Recreation & Park projects are not being considered for budget adjustment:

	<u>Reason</u>
Town Common:	Identified as Council's #1 Priority
Tar River Legacy Plan:	Already reduced by \$139,000 to cover wage increase

City of Greenville
Adjustments to 2017-18 Proposed General Fund Budget
As Directed by City Council at May 8, 2017 Council Meeting

Parameters Used to Carry Out Motion

Budget Increases:

- Street Lighting: - Increase budget by \$100,000 (From \$100,000 to \$200,000)
- Street Improvements: - Increase budget by \$200,000 (From \$2.0 Million to \$2.2 Million)

Budget Adjustments to Offset Budget Increases:

- R&P Capital Projects: - \$120,000 budget adjustment (represents 40% of total budget adjustment)
 - Eastside Park: 85% of R&P adjustment allocated to Eastside (\$102,000)
 - Westside Park: 15% of R&P adjustment allocated to Westside (\$18,000)
- CDBG Fund Allocation: - \$100,000 allocated to street lighting
- Routers/Switches: - \$50,000 budget adjustment
- Public Works Budgets: - \$30,000 budget adjustment

Allocation of Budget Adjustments:

R&P Capital Project Reduction			
Eastside Park	\$ (102,000)	34.0%	(see note 1 and 2 below)
Westside Park	(18,000)	6.0%	(see note 1 and 2 below)
Subtotal	<u>(120,000)</u>	40.0%	(see note 1 below)
CDBG Fund Allocation	(100,000)	33.3%	
Routers/Switches Reduction	(50,000)	16.7%	
Public Works: Operations & Capital	(30,000)	10.0%	
Total Budget Adjustments	<u><u>\$ (300,000)</u></u>	100.0%	

Notes:

- (1) The largest percentage of the total budget adjustments is coming from R&P (40%)
- (2) The Eastside park was looked to first within R&P with 85% of the R&P reduction coming from the Eastside and the remaining 15% from the Westside

City of Greenville
Adjustments to 2017-18 Proposed General Fund Budget
As Directed by City Council at May 8, 2017 Council Meeting

Budget Adjustment Scenario Summary

Budget Increases:

Street Lighting	\$ 100,000
Street Improvements	200,000
Total Budget Increases	<u>\$ 300,000</u>

Budget Adjustments:

R&P Capital Project Reduction		
Eastside Park	\$ (102,000)	34.0%
Westside Park	(18,000)	6.0%
Subtotal	<u>(120,000)</u>	<u>40.0%</u>
CDBG Fund Allocation	(100,000)	33.3%
Routers/Switches Reduction	(50,000)	16.7%
Public Works: Operations & Capital	(30,000)	10.0%
Total Budget Adjustments	<u>\$ (300,000)</u>	<u>100.0%</u>
Balance	<u><u>-</u></u>	

Note:

- The largest percentage of the total budget adjustment is coming from R&P (40%)
- The Eastside park was looked to first within R&P with 85% of the R&P reduction coming from the Eastside and the remaining 15% from the Westside

Eastside Park	\$ (102,000)	85.0%
Westside Park	(18,000)	15.0%
Total	<u>\$ (120,000)</u>	<u>100.0%</u>

City of Greenville
Adjustments to 2017-18 Proposed General Fund Budget
As Directed by City Council at May 8, 2017 Council Meeting

Summary of Adjustments to Eastside & Westside Park Projects

	Eastside Park	Westside Park	Total
<u>FY2017-18 Budget Summary</u>			
2017-18 Financial Plan	\$ 150,000	\$ 200,000	\$ 350,000
Adjustment for Wage Increase	(10,000)	(10,000)	(20,000)
Adjustment for Streets / Lighting	(102,000)	(18,000)	(120,000)
Total Adjustments	(112,000)	(28,000)	(140,000)
2017-18 Adjusted Budget	<u>\$ 38,000</u>	<u>\$ 172,000</u>	<u>\$ 210,000</u>
<u>Biennial Budget Summary</u>			
2016-17 Current Year Budget	\$ 150,000	\$ 300,000	450,000
2017-18 Adjusted Budget	38,000	172,000	210,000
Total Biennial Budget	188,000	472,000	660,000
Original Biennial Budget	300,000	500,000	800,000
Budget Reduction	<u>\$ (112,000)</u>	<u>\$ (28,000)</u>	<u>\$ (140,000)</u>
Percentage Reduction	-37.3%	-5.6%	-17.5%

Note:

- City Council has approved the purchase of land for the Westside Park and the City is currently moving forward with acquisition.

City of Greenville
Adjustments to 2017-18 Proposed General Fund Budget
As Directed by City Council at May 8, 2017 Council Meeting

Reconciliation of Adjustments to 2017-18 Proposed Budget

	2017-18 Proposed Budget	Increase Streets & Lights	R&P Capital Budget Adjustments	Other Budget Adjustments	2017-18 Adjusted Budget
Revenue					
Property Tax	\$ 32,750,000	\$ -	\$ -	\$ -	\$ 32,750,000
Sales Tax	18,823,000	-	-	-	18,823,000
Utility Franchise Tax	7,102,077	-	-	-	7,102,077
GUC Transfer In	6,651,919	-	-	-	6,651,919
Powell Bill	2,220,065	-	-	-	2,220,065
Rescue Fees	3,127,484	-	-	-	3,127,484
Investment Earnings	500,000	-	-	-	500,000
Motor Vehicle Fees	1,503,457	-	-	-	1,503,457
Inspections	950,000	-	-	-	950,000
Recreation	1,999,487	-	-	-	1,999,487
All Other Revenues	5,107,966	-	-	100,000	5,207,966
Appropriated Fund Balance	1,178,344	-	-	-	1,178,344
Total Revenue	\$ 81,913,799	\$ -	\$ -	\$ 100,000	\$ 82,013,799
Expense					
Personnel	\$ 53,265,688	\$ -	\$ -	\$ -	\$ 53,265,688
Operating	17,505,441	-	-	(15,000)	17,490,441
Capital	5,727,631	100,000	(120,000)	(65,000)	5,642,631
Transfers	6,874,558	200,000	-	-	7,074,558
Indirect Cost	(1,459,519)	-	-	-	(1,459,519)
Total Expense	\$ 81,913,799	\$ 300,000	\$ (120,000)	\$ (80,000)	\$ 82,013,799
Balance	\$ -	\$ (300,000)	\$ 120,000	\$ 180,000	\$ -

FY 2017-18 Proposed Budget

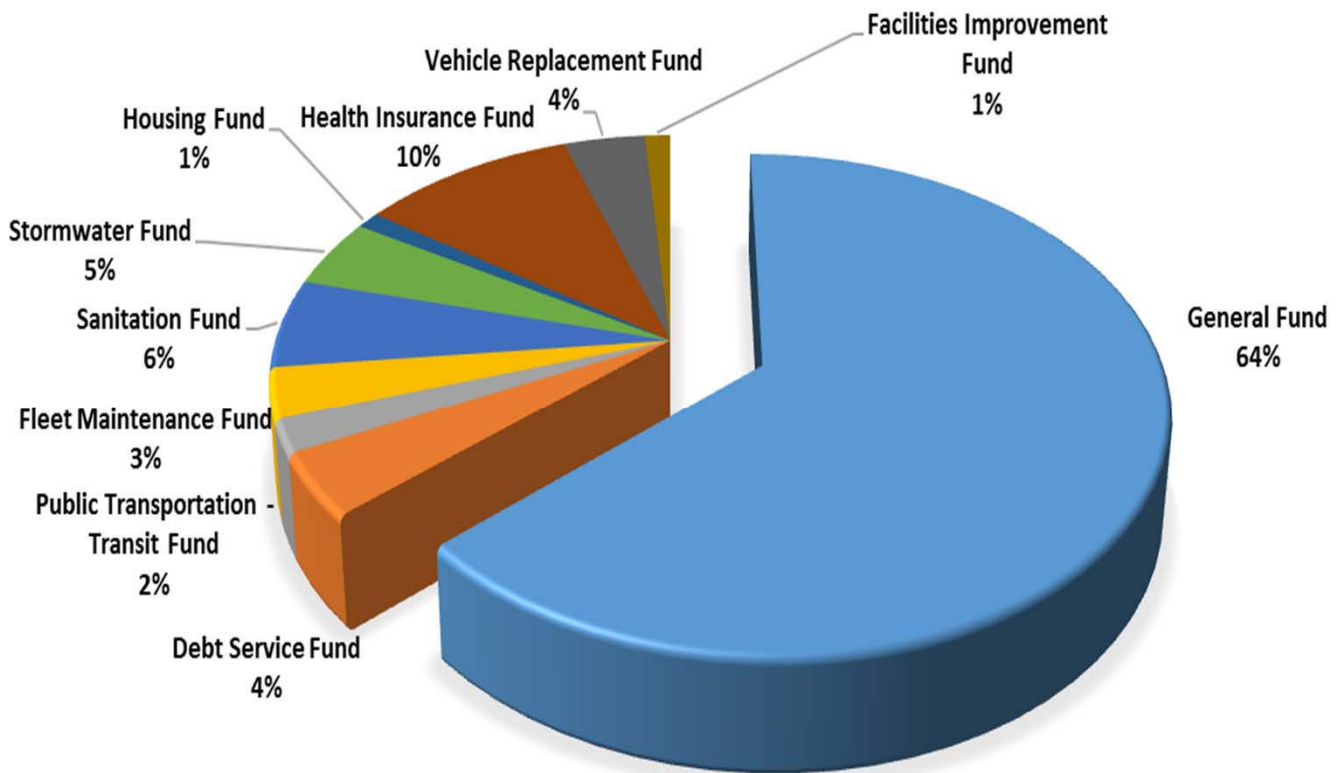


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Budget Comparison City Managed Funds

**CITY OF GREENVILLE
BUDGET COMPARISON OF CITY MANAGED FUNDS
FOR FISCAL YEAR 2018**

Fund	2015 Actual	2016 Actual	2017 Budget	2018 Proposed	% Change
General Fund	\$ 77,407,669	\$ 78,092,981	\$ 82,640,550	\$ 82,013,799	-0.8%
Debt Service Fund	4,749,894	10,991,661	5,433,438	5,448,934	0.3%
Public Transportation - Transit Fund	4,157,308	2,638,981	2,530,012	2,858,391	13.0%
Fleet Maintenance Fund	3,575,629	4,058,800	4,240,378	4,337,071	2.3%
Sanitation Fund	7,571,736	7,460,008	7,647,951	7,619,286	-0.4%
Stormwater Fund	4,522,239	4,905,213	5,850,219	5,928,998	1.3%
Housing Fund	1,690,458	1,251,636	1,416,027	1,424,149	0.6%
Health Insurance Fund	12,336,663	12,233,779	12,785,572	13,135,690	2.7%
Vehicle Replacement Fund	2,854,810	2,161,930	5,066,743	4,934,770	-2.6%
Facilities Improvement Fund	1,545,434	1,579,180	1,590,000	1,542,000	-3.0%
Capital Reserve Fund	43,370	1,447,851	2,083,419	-	-100.0%
Total	\$ 120,455,210	\$ 126,822,020	\$ 131,284,309	\$ 129,243,088	-1.6%



FY 2017-18 Proposed Budget



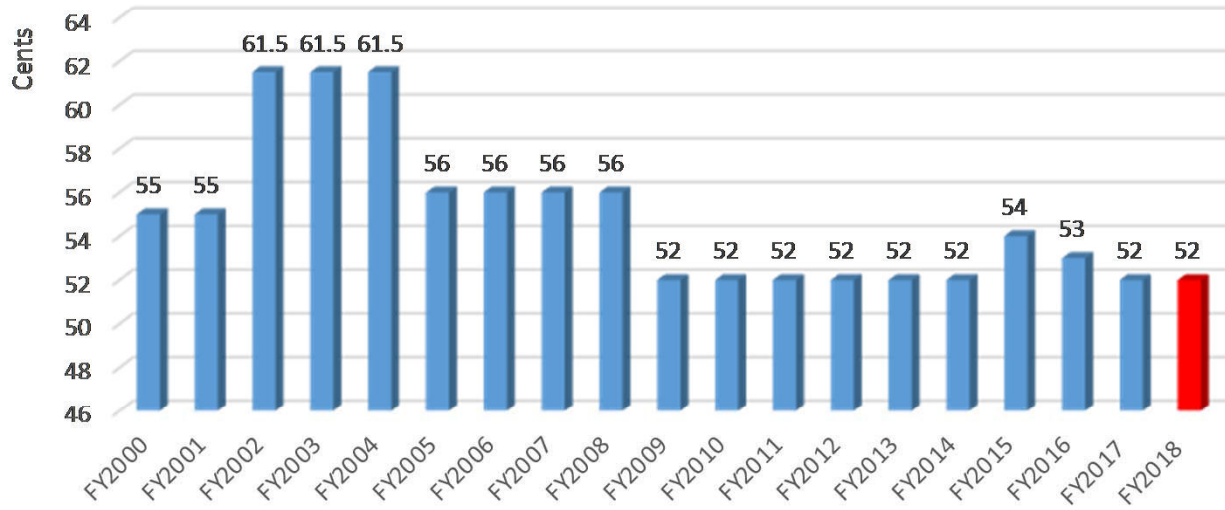
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General Fund Budget Summary

General Fund

The General Fund is established to account for the revenues and expenditures in operating the general functions of a non-proprietary nature. This fund receives ad valorem tax revenues, state shared revenues, licenses, permits, and fees. The major operating activities include general government, police, fire, public works, recreation and parks, and other governmental service functions.

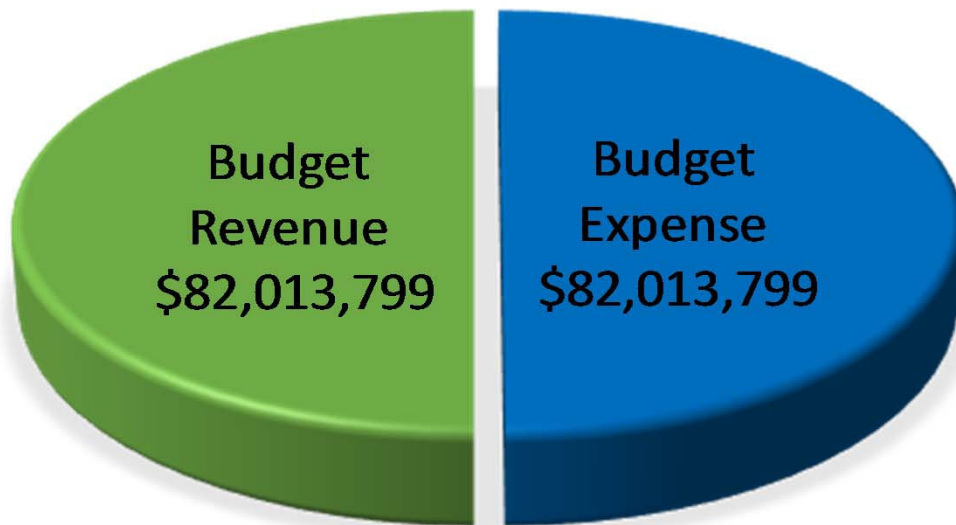
**CITY OF GREENVILLE
AD VALOREM PROPERTY TAX RATE
FOR FISCAL YEAR 2018**



CITY OF GREENVILLE
SUMMARY OF BUDGET PROPOSAL FOR GENERAL FUND
FOR FISCAL YEAR 2018

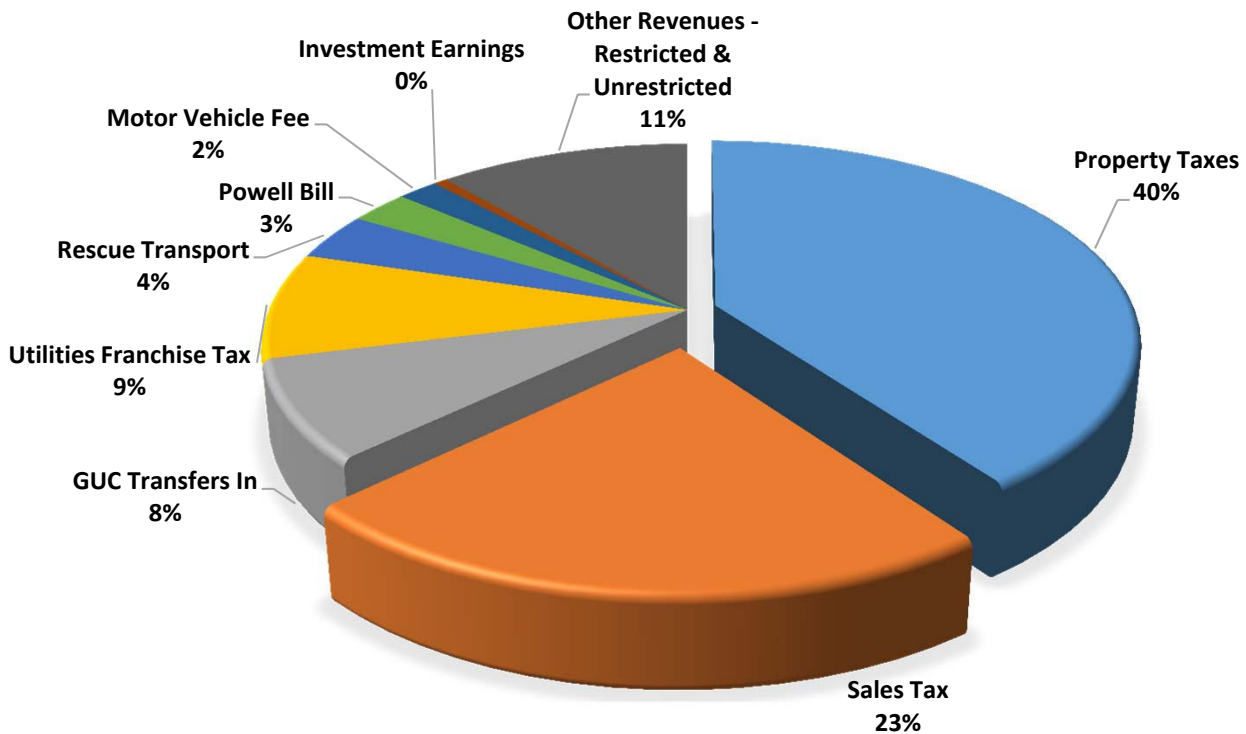
2017-18 Budget Plan	\$81,950,799
Budget Adjustment	<u>63,000</u>
2017-18 Proposed Budget	\$82,013,799

% Increase **0.08%**



CITY OF GREENVILLE
BUDGET PROPOSAL FOR GENERAL FUND REVENUES
FOR FISCAL YEAR 2018

	2015 Actual	2016 Actual	2017 Budget	2018 Proposed
Property Taxes	\$ 31,860,174	\$ 31,760,125	\$ 32,444,935	\$ 32,750,000
Sales Tax	16,588,706	17,289,708	17,831,023	18,823,000
GUC Transfers In	6,505,044	7,383,935	6,459,112	6,651,919
Utilities Franchise Tax	6,282,750	6,949,180	7,158,899	7,102,077
Rescue Transport	3,499,651	3,033,907	3,096,519	3,127,484
Powell Bill	2,235,741	2,220,065	2,220,065	2,220,065
Motor Vehicle Fee	1,096,015	1,015,680	1,383,674	1,503,457
Inspections	1,084,774	658,573	916,402	950,000
Recreation	2,007,186	1,864,639	1,979,690	1,999,487
Investment Earnings	363,857	683,778	500,000	500,000
Other Revenues - Restricted & Unrestricted	5,883,771	5,233,391	6,854,237	5,207,966
Appropriated Fund Balance				
General Fund	-	-	1,078,808	465,766
Powell Bill	-	-	717,186	712,578
Subtotal	\$ 77,407,669	\$ 78,092,981	\$ 82,640,550	\$ 82,013,799

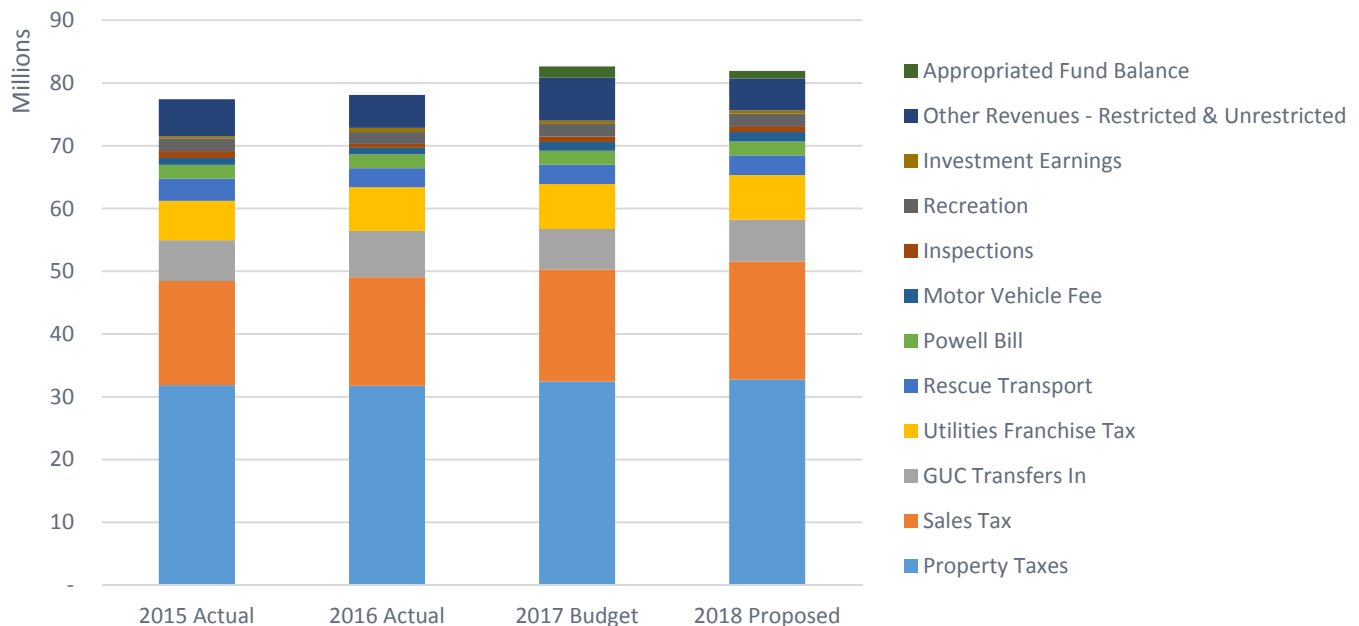


CITY OF GREENVILLE
BUDGET PROPOSAL FOR GENERAL FUND REVENUES
FOR FISCAL YEAR 2018

	2015 Actual	2016 Actual	2017 Budget	2018 Proposed
Unrestricted Intergovernmental				
Property Taxes				
Current Year Taxes	\$ 28,938,765	\$ 28,842,926	\$ 29,694,435	\$ 29,944,490
Motor Vehicle Taxes	2,884,760	2,994,670	2,907,541	2,965,692
Prior Years Taxes	281,964	204,359	146,159	149,082
Tax Penalties & Interest	220,768	172,176	183,784	187,460
Tax Discounts	(316,067)	(409,232)	(404,197)	(412,281)
Tax Refunds	(150,016)	(44,774)	(82,787)	(84,443)
Subtotal	\$ 31,860,174	\$ 31,760,125	\$ 32,444,935	\$ 32,750,000
Other Unrestricted Intergovernmental				
Sales Taxes	16,588,706	17,289,708	17,831,023	18,823,000
Rental Vehicle - Gross Receipts	127,304	142,723	130,763	133,378
Video Program & Supplemental PEG	908,091	871,962	914,621	923,767
Motor Vehicle Fee	1,096,015	1,015,680	1,383,674	1,503,457
Payment in Lieu of Taxes	51,075	46,584	51,075	51,075
State Fire Protection	380,431	386,926	390,000	390,000
Utilities Franchise Tax	6,282,750	6,949,180	7,158,899	7,102,077
Wine & Beer	416,085	390,180	432,937	437,266
Subtotal	\$ 25,850,457	\$ 27,092,943	\$ 28,292,992	\$ 29,364,020
Restricted Intergovernmental				
Traffic Control Lights Maintenance	290,776	(78,869)	157,000	157,000
Street Sweeper Agreement	50,070	25,035	25,035	25,035
Reimbursable Agreements	-	-	503,000	-
Federal Forfeiture Money	69,237	-	-	-
Powell Bill State Allocation	2,235,741	2,220,065	2,220,065	2,220,065
Special State/Federal/Local Grants	32,698	-	13,186	13,186
Controlled Substance Tax	30,744	34,173	-	-
Police Department Grants	313	-	-	-
Task Force Overtime Reimbursement	25,044	-	-	-
Section 104 F Planning Grant MPO	160,358	91,763	225,280	225,280
Recreation & Parks Donations - Restricted	90,703	72,837	-	-
Subtotal	\$ 2,985,684	\$ 2,365,004	\$ 3,143,566	\$ 2,640,566
Licenses, Permits & Fees				
Privilege Licenses	724,810	23	-	-
Inspection Division Permits	1,084,774	658,573	916,402	950,000
Planning Fees	102,943	135,975	109,625	110,721
Recreation Department Activity Fees	2,007,186	1,864,639	1,979,690	1,999,487
Police Fees	1,243,985	1,344,499	1,205,625	1,229,621
Engineering Fees	14,973	29,981	14,386	14,508
Fire / Rescue Fees	229,511	202,061	207,955	208,455
Subtotal	\$ 5,408,182	\$ 4,235,751	\$ 4,433,683	\$ 4,512,792

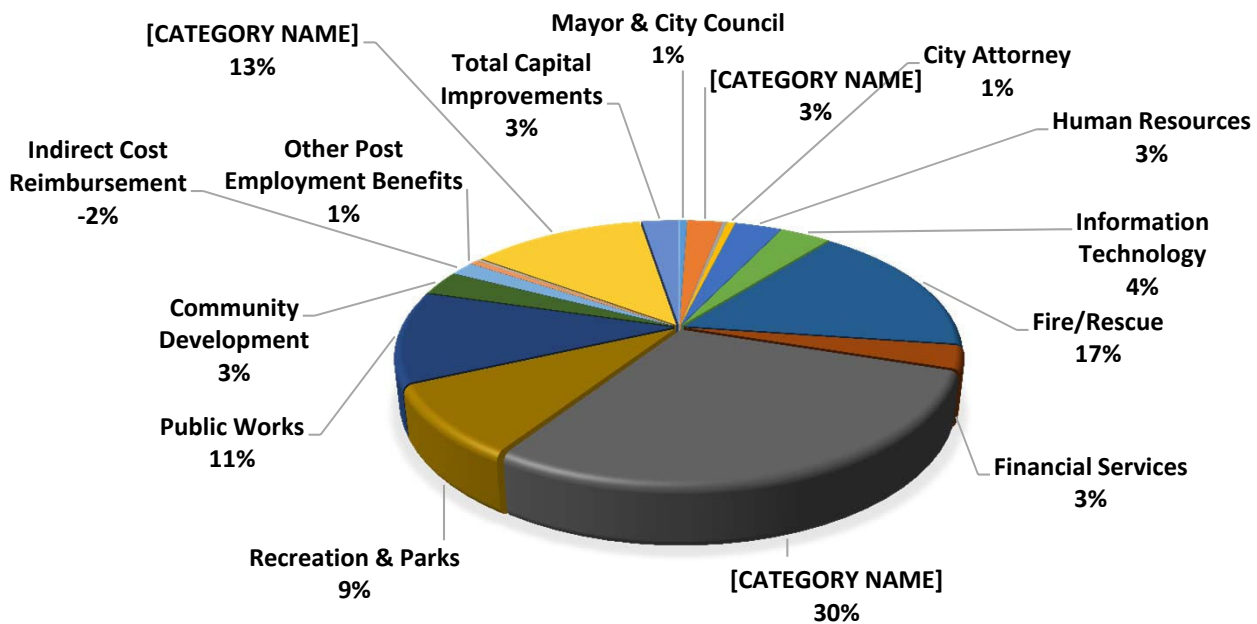
CITY OF GREENVILLE
BUDGET PROPOSAL FOR GENERAL FUND REVENUES
FOR FISCAL YEAR 2018

	2015 Actual	2016 Actual	2017 Budget	2018 Proposed
Sales & Services				
Rescue Service Transport	3,499,651	3,033,907	3,096,519	3,127,484
Leased Parking & Meters	171,459	186,697	178,386	178,386
Parking Violations	188,324	297,783	200,000	216,363
Other Sales & Services	482,884	361,545	343,328	-
Subtotal	<u>\$ 4,342,318</u>	<u>\$ 3,879,932</u>	<u>\$ 3,818,233</u>	<u>\$ 3,522,233</u>
Other Revenues				
Donations	8,121	-	-	-
Sale of Property	7,139	70,435	1,525,758	26,016
Other Revenue	18,822	179,279	226,277	767,909
Subtotal	<u>\$ 34,082</u>	<u>\$ 249,714</u>	<u>\$ 1,752,035</u>	<u>\$ 793,925</u>
Investment Earnings				
Investment Earnings	<u>\$ 363,857</u>	<u>\$ 683,778</u>	<u>\$ 500,000</u>	<u>\$ 500,000</u>
Other Financing Sources				
Transfer in GUC	6,505,044	7,383,935	6,459,112	6,651,919
Transfer from Capital Reserve	-	50,000	-	-
Transfer from Housing	-	-	-	100,000
Transfer from Sanitation	-	58,942	-	-
Other Transfers	57,871	332,857	-	-
Appropriated Fund Balance - General Fund	-	-	1,078,808	465,766
Appropriated Fund Balance - Powell Bill	-	-	717,186	712,578
Subtotal	<u>\$ 6,562,915</u>	<u>\$ 7,825,734</u>	<u>\$ 8,255,106</u>	<u>\$ 7,930,263</u>
Total Revenues not including Other Financing Sources	<u>70,844,754</u>	<u>70,267,247</u>	<u>74,385,444</u>	<u>74,083,536</u>
Total Revenues including Other Financing Sources	<u>\$ 77,407,669</u>	<u>\$ 78,092,981</u>	<u>\$ 82,640,550</u>	<u>\$ 82,013,799</u>



CITY OF GREENVILLE
BUDGET PROPOSAL FOR GENERAL FUND EXPENDITURES
FOR FISCAL YEAR 2018

	2015 Actual	2016 Actual	2017 Budget	2018 Proposed
Mayor & City Council	\$ 363,076	\$ 399,017	\$ 378,265	\$ 457,998
City Manager	1,060,062	1,257,272	2,181,371	2,077,618
City Clerk	261,408	232,546	244,879	265,083
City Attorney	456,107	468,044	455,059	460,767
Human Resources	2,412,518	3,607,855	2,796,037	2,790,698
Information Technology	2,909,254	3,263,760	2,963,382	2,993,452
Fire/Rescue	12,839,310	13,630,366	13,568,513	14,023,486
Financial Services	2,454,669	2,490,011	2,487,958	2,428,481
Police	22,575,236	23,551,071	23,087,392	24,750,354
Recreation & Parks	7,400,170	7,644,946	7,572,763	7,573,949
Public Works	7,924,225	8,471,925	9,470,961	9,671,950
Community Development	2,466,066	2,624,262	2,661,558	2,562,292
Total by Department	\$ 63,122,101	\$ 67,641,075	\$ 67,868,138	\$ 70,056,129
Indirect Cost Reimbursement	\$ (1,284,768)	\$ (1,390,869)	\$ (1,432,859)	\$ (1,459,519)
Other Post Employment Benefits	400,000	450,000	500,000	500,000
Contingency	-	-	150,000	200,000
Total Expenses by Department	\$ 62,237,333	\$ 66,700,205	\$ 67,085,279	\$ 69,296,610
Transfers to Other Funds	\$ 11,408,692	\$ 11,116,896	\$ 11,582,013	\$ 10,616,558
Total Capital Improvements	2,596,181	78,419	3,973,258	2,100,631
Total General Fund	\$ 76,242,206	\$ 77,895,520	\$ 82,640,550	\$ 82,013,799

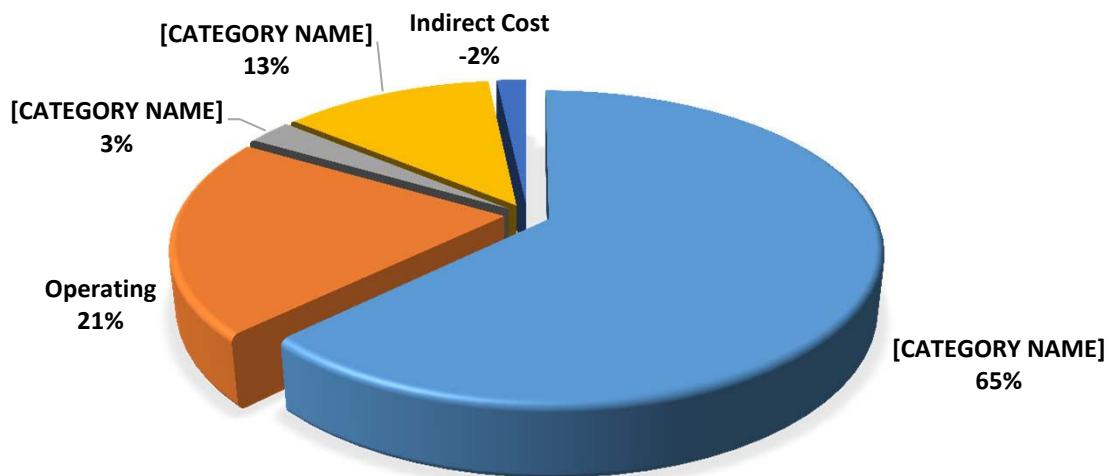


CITY OF GREENVILLE
BUDGET PROPOSAL FOR GENERAL FUND EXPENDITURES
FOR FISCAL YEAR 2018

	2015 Actual	2016 Actual	2017 Budget	2018 Proposed
Personnel				
Regular Salaries	31,341,269	32,322,096	33,699,614	35,258,772
Overtime Salaries	1,000,421	1,229,450	1,165,338	1,456,762
Off-Duty	413,046	369,374	237,838	237,838
Allowances	459,223	366,982	467,940	459,540
FICA	2,419,415	2,500,280	2,355,312	2,703,818
Retirement	2,235,190	2,229,691	2,243,874	2,732,279
Health Insurance	7,940,242	8,113,249	8,946,371	8,691,174
Group Life Insurance	72,915	93,162	116,118	140,398
Workers Compensation	663,609	630,099	656,068	559,512
Education/Training Assistance	28,087	52,549	17,100	30,000
401K Program	817,076	837,572	811,488	903,386
Other Personnel Expense	128,210	102,344	179,895	92,209
Total Personnel	\$ 47,518,703	\$ 48,846,846	\$ 50,896,956	\$ 53,265,688
Operating				
Contracted Services	3,168,977	3,661,916	3,787,361	3,760,647
Supplies & Equipment	3,838,932	4,137,821	3,417,302	3,314,310
Utilities/Fuel	3,103,161	2,984,295	3,351,600	3,285,729
Maintenance	1,263,631	1,247,705	1,451,609	1,493,001
Fleet Expense	1,539,797	1,688,938	1,966,140	1,960,170
Technology	913,622	1,181,658	1,265,057	1,271,348
Liability Insurance	1,025,774	1,533,970	811,000	811,000
Other Post-Employment Benefits	400,000	450,000	500,000	500,000
Travel & Training	338,264	318,879	386,034	378,245
Contingency	-	-	150,000	200,000
Elections	-	63,362	-	-
Other Expense	411,240	300,172	497,061	515,991
Total Operating	\$ 16,003,398	\$ 17,568,717	\$ 17,583,164	\$ 17,490,441
Capital Outlay / Capital Improvements	2,596,181	1,753,930	4,011,276	2,100,631
Total Capital	\$ 2,596,181	\$ 1,753,930	\$ 4,011,276	\$ 2,100,631

**CITY OF GREENVILLE
BUDGET PROPOSAL FOR GENERAL FUND EXPENDITURES
FOR FISCAL YEAR 2018**

	<u>2015 Actual</u>	<u>2016 Actual</u>	<u>2017 Budget</u>	<u>2018 Proposed</u>
Transfers				
Facilities Improvement Fund	1,545,434	1,579,180	1,590,000	1,542,000
Street Improvement Program	2,650,000	1,138,000	1,700,000	2,200,000
Debt Service Fund	4,113,477	4,281,286	4,737,002	4,737,002
Sheppard Memorial Library	1,248,774	1,162,192	1,197,058	1,232,969
Housing Division	211,327	235,561	292,684	300,806
Transit Fund	711,443	712,963	565,269	603,781
Capital Reserve Fund	43,369	1,447,301	460,000	-
Imperial Site Project Fund	-	-	1,040,000	-
South Greenville Project	200,000	81,000	-	-
FEMA - Hurricane Irene	180,592	-	-	-
COPS Law Enforcement	262,968	-	-	-
Other Transfers	241,308	479,412	-	-
Total Transfers	\$ 11,408,692	\$ 11,116,896	\$ 11,582,013	\$ 10,616,558
Indirect Cost Reimbursement	(1,284,768)	(1,390,869)	(1,432,859)	(1,459,519)
Total Expenditures	\$ 76,242,206	\$ 77,895,520	\$ 82,640,550	\$ 82,013,799



FY 2017-18 Proposed Budget



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Other Fund Budget Summaries

Other Funds

This section will include the revenues and expenses for the following funds:

- Debt Service Fund
- Public Transportation
- Fleet Maintenance
- Sanitation
- Stormwater
- Housing
- Health Insurance
- Vehicle Replacement
- Facilities Improvement
- Capital Reserve

FY 2017-18 Proposed Budget



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Debt Service Fund Budget Summary

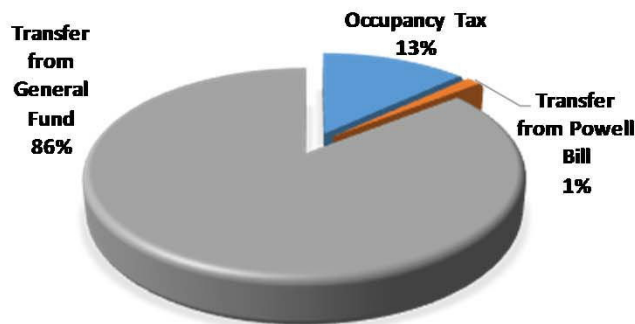
Debt Service Fund

The Debt Service Fund accounts for the payment of the City's debt. When payments are due, the General Fund transfers the needed funds into this fund for payment.

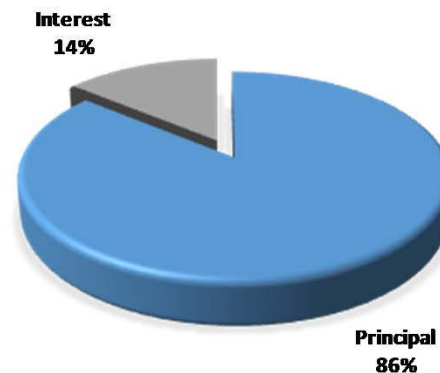
**CITY OF GREENVILLE
DEBT SERVICE FUND
FOR FISCAL YEAR 2018**

	2015 Actual	2016 Actual	2017 Budget	2018 Proposed
Revenues:				
Occupancy Tax	\$ 636,088	\$ 520,822	\$ 696,436	\$ 711,932
Transfer from Powell Bill	66,107	49,845	68,677	73,299
Transfer from General Fund	4,047,370	4,231,441	4,668,325	4,663,703
Bond Proceeds	-	6,185,392	-	-
Investment Earnings	329	4,161	-	-
Total	\$ 4,749,894	\$ 10,991,661	\$ 5,433,438	\$ 5,448,934
Expenses:				
Principal	\$ 3,766,065	\$ 3,808,442	\$ 4,606,181	\$ 4,682,088
Interest	1,024,261	815,107	827,257	766,846
Closing Costs	-	6,248,200	-	-
Transfer to South Greenville Center	-	102,500	-	-
Other	9,671	56,050	-	-
Total	\$ 4,799,997	\$ 11,030,298	\$ 5,433,438	\$ 5,448,934

DEBT SERVICE REVENUES



DEBT SERVICE EXPENSES



FY 2017-18 Proposed Budget



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Public Transportation Budget Summary

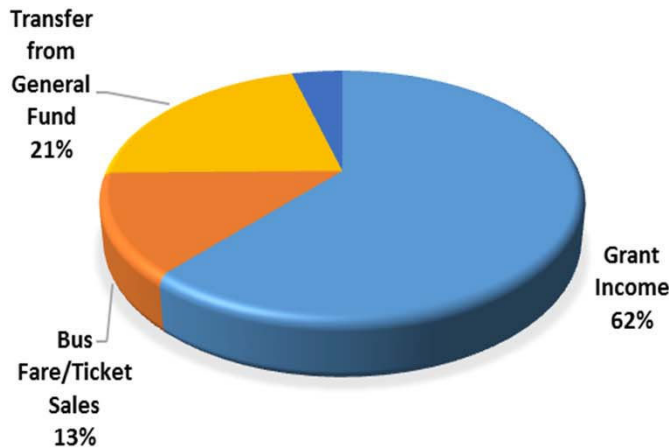
Public Transportation Fund

Planning activities remain approximately the same and are reimbursed at 80% from Federal funds. Federal operating funding remains at 50% of the total. Capital items and ADA service and preventative maintenance items requested are reimbursable at 80% Federal share.

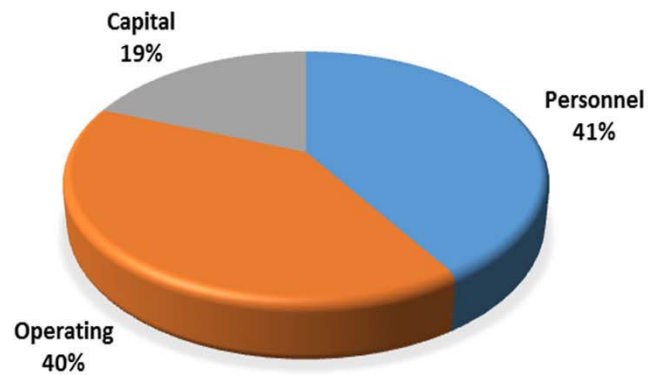
**CITY OF GREENVILLE
PUBLIC TRANSPORTATION FUND
FOR FISCAL YEAR 2018**

	2015 Actual	2016 Actual	2017 Budget	2018 Proposed
Revenues:				
Grant Income	\$ 3,043,669	\$ 1,642,200	\$ 1,584,729	\$ 1,757,197
Bus Fare/Ticket Sales	319,129	281,058	380,014	380,014
Other Revenues	83,067	2,759	-	-
Transfer from General Fund	711,443	712,963	565,269	603,781
Appropriated Fund Balance	-	-	-	117,399
Total	<u>\$ 4,157,308</u>	<u>\$ 2,638,981</u>	<u>\$ 2,530,012</u>	<u>\$ 2,858,391</u>
Expenses:				
Personnel	\$ 1,114,361	\$ 1,114,245	\$ 1,099,591	\$ 1,177,241
Operating	797,856	1,087,378	1,013,309	1,141,561
Capital	2,071,804	347,945	417,112	539,589
Other	-	(419,782)	-	-
Total	<u>\$ 3,984,021</u>	<u>\$ 2,129,787</u>	<u>\$ 2,530,012</u>	<u>\$ 2,858,391</u>

TRANSIT REVENUES



TRANSIT EXPENSES



FY 2017-18 Proposed Budget



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Fleet Maintenance Budget Summary

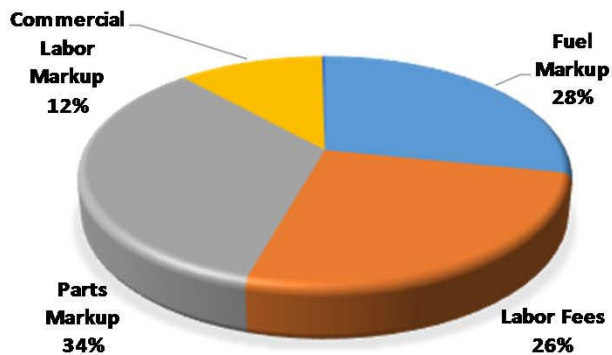
Fleet Maintenance

The Fleet Maintenance Fund has been established as an internal service fund to account for charge-backs to the respective departments of the City for labor, fuel, and parts for items needed to maintain City vehicles. The creation of this fund will assist the City in more accurately reflecting the true costs of the vehicle maintenance by department.

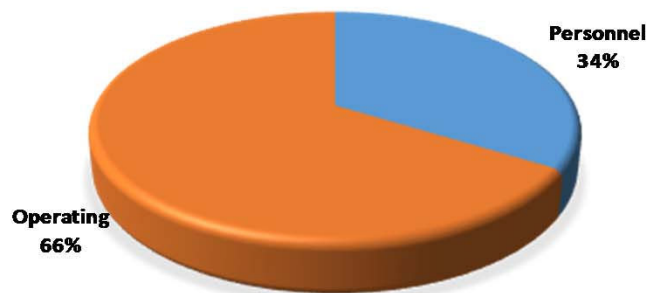
**CITY OF GREENVILLE
FLEET MAINTENANCE FUND
FOR FISCAL YEAR 2018**

	<u>2015 Actual</u>	<u>2016 Actual</u>	<u>2017 Budget</u>	<u>2018 Proposed</u>
Revenues:				
Fuel Markup	\$ 1,095,091	\$ 935,828	\$ 1,169,099	\$ 1,222,336
Labor Fees	939,388	1,261,071	1,142,540	1,136,773
Parts Markup	1,093,418	1,208,087	1,434,129	1,471,233
Commercial Labor Markup	438,418	613,651	484,925	496,796
Other	9,314	40,163	9,685	9,933
Total	<u>\$ 3,575,629</u>	<u>\$ 4,058,800</u>	<u>\$ 4,240,378</u>	<u>\$ 4,337,071</u>
Expenses:				
Personnel	\$ 1,397,377	\$ 1,364,193	\$ 1,408,128	\$ 1,466,383
Operating	2,677,115	2,585,079	2,832,250	2,870,688
Capital	-	-	-	-
Transfer to General Fund	-	8,487	-	-
Other	-	(19,344)	-	-
Total	<u>\$ 4,074,492</u>	<u>\$ 3,938,415</u>	<u>\$ 4,240,378</u>	<u>\$ 4,337,071</u>

FLEET MAINTENANCE REVENUES



FLEET MAINTENANCE EXPENSES



FY 2017-18 Proposed Budget



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Sanitation Fund Budget Summary

Sanitation Fund

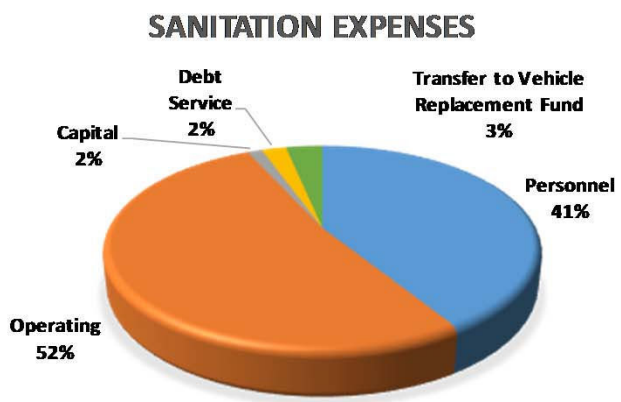
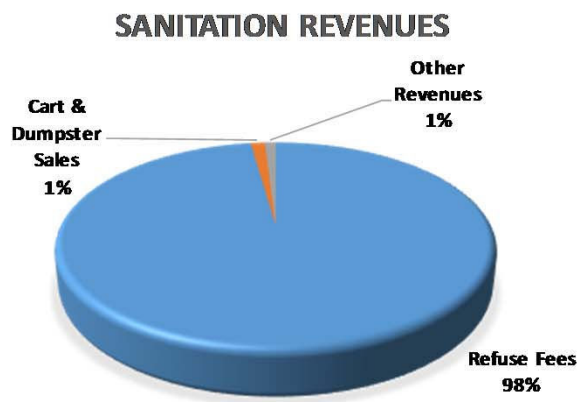
The Sanitation Fund is established to account for the user charges, fees, and all operating costs associated with the operation of the Sanitation Division operated through the Public Works Department of the City. The Sanitation Division offers comprehensive solid waste services such as garbage, recyclable, bulky trash, leaf collection, as well as mosquito and rodent control. A rate increase of \$0.25/per month is proposed for the next year as to move forward with the elimination of backyard service and to make the service self-supporting.

Scheduled Changes in Monthly Rates

	Back Yard Rates		Curbside Rates	
	Monthly Rate	Change	Monthly Rate	Change
2015 Actual	\$ 43.55	\$ 1.25	\$ 14.50	\$ 1.25
2016 Actual	44.30	0.75	15.25	0.75
2017 Actual	44.30	-	15.75	0.50
2018 Projected	-	-	16.00	0.25
2019 Projected	-	-	16.25	0.25
2020 Projected	-	-	16.50	0.25

**CITY OF GREENVILLE
SANITATION FUND
FOR FISCAL YEAR 2018**

	2015 Actual	2016 Actual	2017 Budget	2018 Proposed
Revenues:				
Refuse Fees	\$ 7,015,305	\$ 7,307,613	\$ 7,481,586	\$ 7,449,600
Cart & Dumpster Sales	91,196	66,866	93,020	94,880
Other Revenues	105,235	85,529	73,345	74,806
Transfer from General Fund	-	-	-	-
Bond Proceeds	360,000	-	-	-
Total	\$ 7,571,736	\$ 7,460,008	\$ 7,647,951	\$ 7,619,286
Expenses:				
Personnel	\$ 3,178,689	\$ 2,951,139	\$ 2,950,369	\$ 3,135,859
Operating	3,239,932	2,885,696	4,076,855	3,963,668
Capital	608,034	326,401	200,000	101,606
Debt Service	57,991	58,942	170,727	168,153
Contra Expense	-	(48,359)	-	-
Transfer to Vehicle Replacement Fund	-	-	250,000	250,000
Total	\$ 7,084,646	\$ 6,173,819	\$ 7,647,951	\$ 7,619,286



FY 2017-18 Proposed Budget



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Stormwater Fund Budget Summary

Stormwater Fund

The Stormwater Utility Fund is an enterprise fund established to implement the City’s Stormwater Management Program. Revenue for this program is generated through a Stormwater fee paid by citizens owning improved property with buildings, parking lots, driveways, etc. The Stormwater Management Program is implemented through the Public Works Department’s Engineering and Street Maintenance Divisions. It is directed at compliance with Federal and State environmental regulations through the implementation of local development regulations, capital improvements, and storm drain maintenance. A fee increase of \$0.50/ERU is proposed for the next year so as to move forward with the Watershed Master Plan and complete various other projects of high priority.

Scheduled Changes in Monthly Rates

	Monthly Rate		Change
2015 Actual	\$ 3.85	\$	0.50
2016 Actual	4.35		0.50
2017 Actual	4.85		0.50
2018 Projected	5.35		0.50
2019 Projected	5.35		-
2020 Projected	5.35		-

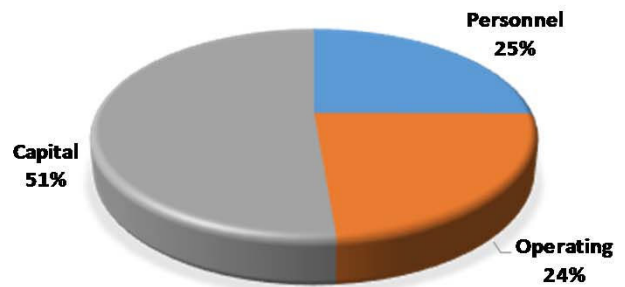
**CITY OF GREENVILLE
STORMWATER FUND
FOR FISCAL YEAR 2018**

	<u>2015 Actual</u>	<u>2016 Actual</u>	<u>2017 Budget</u>	<u>2018 Proposed</u>
Revenues:				
Stormwater Utility Fee	\$ 4,354,309	\$ 4,932,955	\$ 5,374,886	\$ 5,928,998
Other Revenues	167,930	(28,221)	-	-
Transfer from Other Funds	-	479	-	-
Appropriated Fund Balance	-	-	475,333	-
Total	<u>\$ 4,522,239</u>	<u>\$ 4,905,213</u>	<u>\$ 5,850,219</u>	<u>\$ 5,928,998</u>
Expenses:				
Personnel	\$ 1,261,563	\$ 1,268,564	\$ 1,427,041	\$ 1,487,637
Operating	1,333,290	757,434	1,423,178	1,398,361
Capital	3,112,364	209,153	3,000,000	3,043,000
Other Expenses	-	(115,352)	-	-
Transfer Out	257,515	406,056	-	-
Total	<u>\$ 5,964,732</u>	<u>\$ 2,525,855</u>	<u>\$ 5,850,219</u>	<u>\$ 5,928,998</u>

STORMWATER REVENUES



STORMWATER EXPENSES



FY 2017-18 Proposed Budget



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Housing Fund Budget Summary

Housing Fund

The Housing Division administers US Department of Housing and Urban Development Community Development Block Grant Funds and Local Bond Funds. The funds are used to develop programs to serve low and moderate-income households. To this end, this fund is responsible for monitoring programs for compliance with local, state, and federal program standards. This fund also provides housing rehabilitation assistance to owner occupants, assistance to nonprofit agencies, down-payment assistance to homebuyers, acquisition and demolition of substandard structures, and program administrative funding.

**CITY OF GREENVILLE
HOUSING FUND
FOR FISCAL YEAR 2018**

	<u>2015 Actual</u>	<u>2016 Actual</u>	<u>2017 Budget</u>	<u>2018 Proposed</u>
Revenues:				
CDBG Grant Income	\$ 1,006,478	\$ 684,002	\$ 796,296	\$ 796,296
HOME Grant Income	446,867	332,073	327,047	327,047
Program Income	25,786	-	-	-
Transfer from General Fund	211,327	235,561	292,684	300,806
Total	<u>\$ 1,690,458</u>	<u>\$ 1,251,636</u>	<u>\$ 1,416,027</u>	<u>\$ 1,424,149</u>
Expenses:				
Personnel	\$ 285,248	\$ 261,773	\$ 463,182	\$ 485,655
Operating	1,383,869	957,880	952,845	938,494
Capital	-	29,987	-	-
Transfer Out	-	9,960	-	-
Total	<u>\$ 1,669,117</u>	<u>\$ 1,259,601</u>	<u>\$ 1,416,027</u>	<u>\$ 1,424,149</u>



FY 2017-18 Proposed Budget



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Health Fund Budget Summary

Health Fund

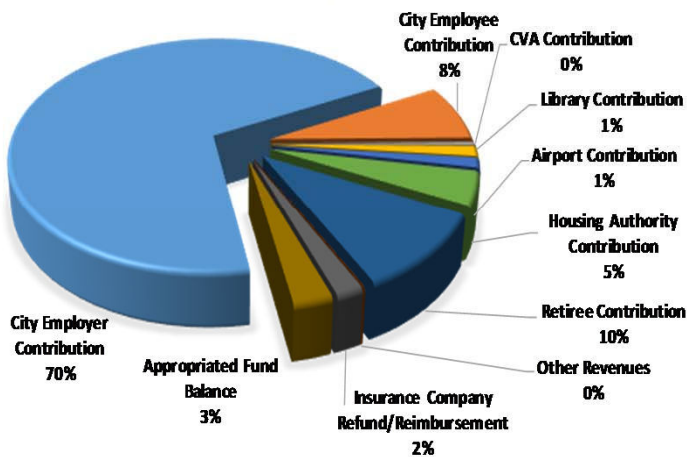
The Health Fund is used to account for the administration of the City's health insurance program.

**CITY OF GREENVILLE
HEALTH FUND
FOR FISCAL YEAR 2018**

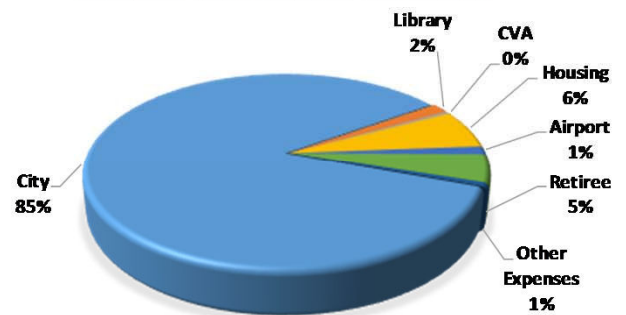
	<u>2015 Actual</u>	<u>2016 Actual</u>	<u>2017 Budget</u>	<u>2018 Proposed</u>
Revenues:				
City Employer Contribution	\$ 8,394,660	\$ 7,878,601	\$ 8,837,053	\$ 9,197,718
City Employee Contribution	1,624,498	1,619,812	1,245,311	991,464
CVA Contribution	45,988	47,936	48,670	51,713
Library Contribution	177,134	166,147	176,895	182,536
Airport Contribution	158,947	157,489	168,179	173,411
Housing Authority Contribution	597,920	581,240	581,284	599,541
Retiree Contribution	1,094,678	1,401,474	1,311,058	1,349,309
Other Revenues	86	94	4,246	4,246
Insurance Company Refund/Reimbursement	242,752	380,987	240,000	240,000
Appropriated Fund Balance	-	-	172,876	345,752
Total	<u>\$ 12,336,663</u>	<u>\$ 12,233,779</u>	<u>\$ 12,785,572</u>	<u>\$ 13,135,690</u>

Expenses:				
City	\$ 9,854,263	\$ 10,548,236	\$ 10,851,187	\$ 11,137,330
Library	186,670	184,658	209,203	216,313
CVA	38,511	49,495	52,814	54,611
Housing	782,673	804,968	812,915	841,305
Airport	156,146	159,164	177,167	183,234
Retiree	563,766	426,888	592,286	612,897
Other Expenses	56,819	-	90,000	90,000
Total	<u>\$ 11,638,848</u>	<u>\$ 12,173,410</u>	<u>\$ 12,785,572</u>	<u>\$ 13,135,690</u>

HEALTH INSURANCE REVENUES



HEALTH INSURANCE EXPENSES



FY 2017-18 Proposed Budget



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Vehicle Replacement Fund Budget Summary

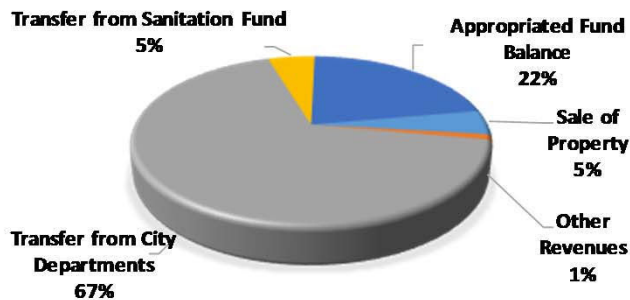
Vehicle Replacement Fund

The Vehicle Replacement Fund accounts for monies to fund the City's capital budget, for the replacement of vehicles. All vehicles/equipment maintained by the Fleet Maintenance Division of the Public Works Department are considered under this fund. This fund minimizes fluctuations in the annual budget for vehicle expenditures and establishes a manageable replacement cycle.

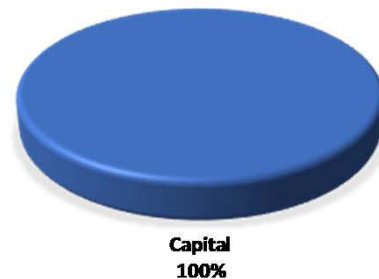
**CITY OF GREENVILLE
VEHICLE REPLACEMENT FUND
FOR FISCAL YEAR 2018**

	<u>2015 Actual</u>	<u>2016 Actual</u>	<u>2017 Budget</u>	<u>2018 Proposed</u>
Revenues:				
Sale of Property	\$ 219,488	\$ 63,819	\$ 223,000	\$ 227,460
Other Revenues	-	-	50,000	51,000
Transfer from City Departments	2,635,322	2,098,112	3,176,826	3,328,636
Transfer from Sanitation Fund	-	-	250,000	250,000
Appropriated Fund Balance	-	-	1,366,917	1,077,674
Total	<u>\$ 2,854,810</u>	<u>\$ 2,161,930</u>	<u>\$ 5,066,743</u>	<u>\$ 4,934,770</u>
Expenses:				
Operating	\$ -	\$ 1,782,721	\$ -	\$ -
Capital	3,334,759	4,320,146	5,066,743	4,934,770
Contra Expense	-	(3,483,687)	-	-
Total	<u>\$ 3,334,759</u>	<u>\$ 2,619,180</u>	<u>\$ 5,066,743</u>	<u>\$ 4,934,770</u>

VEHICLE REPLACEMENT REVENUES



VEHICLE REPLACEMENT EXPENSES



FY 2017-18 Proposed Budget



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Facilities Improvement Fund Budget Summary

Facilities Improvement Fund

The Facilities Improvement Fund accounts for monies to fund deferred maintenance projects as outlined in the City's 10 Year Facilities Improvement Plan. The projects funded include facility operations projects that are overseen by the Public Works department as well as Parks and Recreation improvement projects that are overseen by the Parks and Recreation department. The fund was created back in fiscal year 2014-15 through a \$0.01 increase in the ad valorem property tax rate. The fund receives funding through transfers from the General Fund in an amount needed to fund the annual budgeted projects.

**CITY OF GREENVILLE
FACILITIES IMPROVEMENT FUND
FOR FISCAL YEAR 2018**

	2015 Actual	2016 Actual	2017 Budget	2018 Proposed
Revenues:				
Transfer from General Fund	\$ 1,545,434	\$ 1,579,180	\$ 1,590,000	\$ 1,542,000
Total	\$ 1,545,434	\$ 1,579,180	\$ 1,590,000	\$ 1,542,000
Expenses:				
Depreciation	\$ -	\$ 40,734	\$ -	\$ -
Capital/Capital Improvements	752,770	577,498	1,590,000	1,542,000
Contra Expense	-	(441,254)	-	-
Total	\$ 752,770	\$ 176,979	\$ 1,590,000	\$ 1,542,000

**FACILITIES IMPROVEMENT
REVENUES**



**FACILITIES IMPROVEMENT
EXPENSES**



FY 2017-18 Proposed Budget



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Capital Reserve Fund Budget Summary

Capital Reserve Fund

Capital Reserve Fund is a fund established to set aside and appropriate current funding to future capital projects. Routinely, the Council has transferred unassigned fund balance from the General Fund above the 14% Fund Balance policy into the Capital Reserve Fund to fund specifically identified projects as approved by Council. Currently, the Capital Reserve Fund contains funding appropriated to land banking for future park sites as well as funding for the Dickinson Sidewalk Project.

**CITY OF GREENVILLE
CAPITAL RESERVE FUND
FOR FISCAL YEAR 2018**

	<u>2015 Actual</u>	<u>2016 Actual</u>	<u>2017 Budget</u>	<u>2018 Proposed</u>
Revenues:				
Investment Earnings	\$ -	\$ 550	\$ -	\$ -
Transfers from General Fund	43,370	1,447,301	460,000	-
Transfers from Convention Center	-	-	-	-
Appropriated Fund Balance	-	-	1,623,419	-
Total	<u>\$ 43,370</u>	<u>\$ 1,447,851</u>	<u>\$ 2,083,419</u>	<u>\$ -</u>
Expenses:				
Increase in Reserve	\$ 43,370	\$ -	\$ -	\$ -
Transfer to Capital Project Fund	-	-	2,083,419	-
Transfer to General Fund	-	50,000	-	-
Total	<u>\$ 43,370</u>	<u>\$ 50,000</u>	<u>\$ 2,083,419</u>	<u>\$ -</u>



City of Greenville, North Carolina

Meeting Date: 6/5/2017
Time: 6:00 PM

Title of Item: Presentations by Boards and Commissions:

a. Neighborhood Advisory Board

Explanation: The Neighborhood Advisory Board is scheduled to make their annual presentation to City Council at the June 5, 2017 meeting.

Fiscal Note: No direct cost.

Recommendation: Hear the presentation from the Neighborhood Advisory Board.

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

Attachments / click to download



City of Greenville, North Carolina

Meeting Date: 6/5/2017
Time: 6:00 PM

Title of Item: East Carolina University Campus Law Enforcement Agency Extended Jurisdiction Agreement and Cooperation Agreements for Mutual Assistance with East Carolina University Police Department

Explanation: **Abstract:** The City of Greenville Police Department and the ECU Police Department have been discussing cooperative measures which will (1) provide extended jurisdiction and designated authority to the ECU Police to include the area within the City's corporate limits and (2) have ECU Police provide four loaned police officers to the City Police in the Center City area. In order to accomplish this, three agreements are required. The purpose of these three agreements is to enhance overall law enforcement capabilities, response effectiveness and efficiency, and to provide a highly visible law enforcement presence in the Center City Area.

Explanation: The City of Greenville Police Department and the ECU Police Department have been discussing cooperative measures which will (1) provide extended jurisdiction and designated authority to the ECU Police to include the area within the City's corporate limit and (2) have ECU Police provide four loaned police officers to the City Police in the Center City area. In order to accomplish this, three agreements are required. The purpose of these three agreements is to enhance overall law enforcement capabilities, response effectiveness and efficiency, and to provide a highly visible law enforcement presence in the Center City Area.

The three agreements are the following:

First Amended and Restated Agreement for Police Cooperation and Campus Law Enforcement Agency Extended Jurisdiction. This agreement allows ECU Police officers extended jurisdiction to all of the City's territorial jurisdiction within the corporate boundaries of the City and designates and defines the roles and authority of ECU Police officers in the extended jurisdictional area by broadening their authority (more specifically addressed below in paragraphs 4., 5., 6., 8., 9., and 13. under the heading First Amended

and Restated Agreement for Police Cooperation and Campus Law Enforcement Agency Extended Jurisdiction). Currently under an existing agreement, the extended jurisdiction of ECU Police officers is limited to in both area and scope. As to area, the current ECU Police area of extended jurisdiction is the following area: The area bounded to the north by the Tar River, to the east by Greene Street, Reade Circle, down Cotanche Street and Charles Boulevard, and then to the south and west by Greenville Boulevard/Alternate US 264 east and back up to the Tar River. As to scope, the current scope of authority for ECU Police officers within the area of existing extended jurisdiction, is limited to 1) when the ECU Police officer has probable cause to believe that a person to be arrested has committed a felony or 2) the officer has probable cause to believe that the person to be arrested has committed a misdemeanor in or out of the officer's presence and has probable cause to believe that either a) the person to be arrested will not be apprehended unless immediately arrested, or b) the person to be arrested may cause physical injury to self or others unless immediately arrested, or c) the person to be arrested may damage property of another unless immediately arrested.

State law (N.C.G.S. § 116-40.5(b)) authorizes the City and ECU to enter into agreements to extend the law enforcement authority of ECU Police officers into any or all of the municipality's jurisdiction and to determine the circumstances in which this extension of authority may be granted. Without such an agreement, the jurisdiction of the ECU Police officers would be limited to that which is statutorily defined by N.C.G.S. § 116-40.5(a), which states that "the territorial jurisdiction of a campus police officer shall include all property owned or leased to the institution employing the campus police officer and that portion of any public road or highway passing through such property or immediately adjoining it, wherever located." This agreement is required to be approved by City Council and the ECU Board of Trustees. This agreement is scheduled to be presented to the ECU Board of Trustees at its July meeting.

Interagency Mutual Assistance Agreement. This agreement allows the City Police and ECU Police to provide to each other, upon request and when feasible to do so, temporary assistance in enforcing the laws of North Carolina and other matters. This agreement is the same as a mutual aid agreement which provides the basis for temporary assistance by one law enforcement agency to another. This agreement updates the existing mutual aid agreement. State law and City ordinance (N.C.G.S. § 160A-288, § 90-95.2, § 116-40.5, and City Code § 5-1-21) authorizes the head of the City Police (Chief of Police Mark R. Holtzman) and ECU Police (Interim Chief/Director Jason L. Sugg) to enter into this agreement. Approval by City Council is also sought. This agreement is also scheduled to be presented to the ECU Board of Trustees at its July meeting.

Request for Interagency Mutual Assistance and Agreement. This agreement provides that from August 1, 2017 to July 31, 2018, ECU Police will provide to the City four (4) loaned police officers to be assigned to the Center City area (as defined by the Agreement) and assume non-exclusive law enforcement responsibility with City Police officers during specified times. This agreement involves an action under the authority of the above- described Interagency Mutual Assistance Agreement, where this inter-agency assistance is requested by

the City Police and being provided by the ECU Police. Chief of Police Holtzman is authorized to make this request on behalf of the City Police Department and ECU Police Chief Sugg is authorized to grant the request on behalf of the ECU Police Department. Approval by City Council is also sought. This agreement is also scheduled to be presented to the ECU Board of Trustees at its July meeting.

The agreements are attached and provide as follows:

First Amended and Restated Agreement for Police Cooperation and Campus Law Enforcement Agency Extended Jurisdiction

1. Must be approved by City Council and the ECU Board of Trustees.
2. The agreement amends the September 26, 2006 Agreement whereby the City and ECU agreed to an extension of ECU Police officers' law enforcement authority beyond that as provided by N.C.G.S. § 116-40.5(a).
3. Defines the ECU Police extended area of jurisdiction to mean, pursuant to N.C.G.S. § 116-40.5(b), all of the City's territorial jurisdiction except that area outside of the corporate boundaries of the City known as the City's extraterritorial jurisdiction ("City's ETJ"), as defined in Chapter 160A, Article 19, Part 1 of the North Carolina General Statutes. The ECU Police Extended Area of Jurisdiction shall specifically include all buildings, rooms, adjacent grounds, common areas, and parking areas of all commercial and residential properties leased by ECU within the corporate limits of the City and those portions of any public road or highway passing through such property or immediately adjoining it, wherever located within the City.
4. Designates, clarifies, and defines the primary responsibilities of City Police and ECU Police and their scope of authority. ECU Police will have and maintain primary responsibility in the following instances: 1) To respond to calls for service and investigate offenses committed on ECU's original area of jurisdiction as defined by N.C.G.S. § 116-40.5(a); 2) To respond to calls for service originating from and investigate offenses committed on the following portion of the ECU Police extended area of jurisdiction: all buildings, rooms, adjacent grounds, common areas, and parking areas of all commercial and residential properties leased by ECU within the corporate limits of the City; and 3) The response and investigation of an offense committed on the ECU Police original area of jurisdiction for which the suspect or alleged perpetrator is no longer present on the ECU Police original area of jurisdiction, whether or not officers are in active or immediate pursuit.
5. ECU Police officers may exercise all law enforcement authority and powers, including the powers of arrest, anywhere within the ECU Police extended area of jurisdiction. This includes, but is not limited to participating in joint operations or training with City Police officers so long as those activities are approved by both the Head of the City Police and the Head of the ECU Police. ECU Police officers are further authorized to conduct routine law enforcement patrols outside of the ECU Police original area of jurisdiction and anywhere within the ECU

Police extended area of jurisdiction whether in the performance of routine law enforcement activity, traveling to and from property leased by ECU, participating in a joint operation with the City Police, or while participating in, responding to, or consistent with a mutual assistance request by the City Police under any mutual assistance agreement in effect at the time of such a request.

6. When in pursuit of suspects of offenses that occurred on the ECU Police original area of jurisdiction or arising from other instances defined in the agreement, ECU Police officers shall provide notice to the City Police as soon as possible when continuing the pursuit otherwise into the corporate limits of the City.

7. When in pursuit of suspects of offenses that occurred within its jurisdiction, City Police officers shall provide notice to the ECU Police as soon as possible when continuing the pursuit upon the ECU Police original area of jurisdiction.

8. City Police shall have primary responsibility for those portions of any public road or highway passing through such property or immediately adjoining all commercial and residential properties leased by ECU, wherever located within the City and in all other instances, including but not limited to investigating parking violations occurring on City streets adjacent the ECU original area of jurisdiction.

9. When an ECU Police officer has in the officer's possession either a search authorization to search an area outside of the ECU Police original area of jurisdiction or has an arrest warrant for an offense committed on the ECU Police original area of jurisdiction but where such search or arrest authorizations are to be served outside of the ECU Police original area of jurisdiction, but within the ECU Police extended area of jurisdiction, ECU Police will request assistance from City Police in service of such authorizations and a member of the City Police will accompany the ECU Police officer in service of such authorizations.

10. When a City Police Officer has in the officer's possession either a search authorization to search an area within the ECU Police original area of jurisdiction or has an arrest warrant for an offense committed outside of the ECU Police original area of jurisdiction but to be served on the ECU Police original area of jurisdiction, the City Police will request assistance from ECU Police in service of such authorizations and a member of the ECU Police will accompany the City Police officer in service of such authorizations.

11. The Head of ECU Police, exercising discretionary authority, may request the assistance of the City Police in investigating any offense committed on the ECU Police original area of jurisdiction. This provision has no effect on the obligation of the ECU Police to notify the State Bureau of Investigation as required by statute, regulation, directive, or policy.

12. The Head of the City Police, exercising discretionary authority, may request that the ECU Police assume full responsibility for investigations of any offense, and the Head of the ECU Police, exercising discretionary authority, may accept

such responsibility.

13. In addition to the powers ECU Police officers normally possess, while on-duty and acting in a law enforcement capacity within the ECU Police extended area of jurisdiction under the authority of N.C.G.S. § 116-40.5(b) and the agreement, ECU Police officers will have the same powers, rights, privileges, and immunities (including those relating to civil actions and payment of judgments) as City Police officers, including all law enforcement powers as authorized by statute, case law, and the common law of the State of North Carolina.

14. The City, its managers, officers, directors, or employees make no assumption of liability or waiver of any sovereignty for the actions taken by ECU Police officers while said officers are acting in a law enforcement capacity within the City's corporate limits and the ECU Police extended area of jurisdiction under the authority of N.C.G.S. § 116-40.5(b) and the agreement.

15. ECU, its governing board, officers, agents, and employees make no assumption of liability or waiver of any sovereignty for the actions taken by the City Police officers within the City's corporate limits and jurisdiction.

16. The City Police and ECU Police agree to periodically participate in joint training exercises and programs, including but not limited to, natural and manmade disasters, active shooter, civil disorder, and incident command and control. Such continuing training exercises and programs shall not be a substitute for each law enforcement agency's current training programs but in addition to or as a supplement to such ongoing training.

17. The City Police and ECU Police agree to independently conduct ongoing officer training related to community policing, sensitivity, and bias-based policing.

18. The agreement does not supersede any mutual assistance agreement between the City Police and the ECU Police currently in effect.

19. Any mutual assistance agreement in effect during the term of the agreement shall be read in conjunction with the agreement and not contrary to the terms of such mutual assistance agreement.

20. The agreement begins on the last date signed by a party to the agreement.

21. The agreement will remain in force and effect until terminated by either party upon written notice to the respective agency Head. Such written notification shall be effective upon date of receipt by the party not issuing the termination notice. All such investigations, citations, cases, and actions opened by the ECU Police pursuant to the agreement shall be completed by the ECU Police and so much of the agreement as needed shall remain in effect until all such cases, investigations, citations, and judicial actions are completed and closed.

22. The City Police and ECU Police may amend the agreement by written concurrence of both parties.

Interagency Mutual Assistance Agreement

1. Establishes that while working with the requesting agency, a temporarily assigned loaned officer from the loaning agency shall have the same jurisdiction, powers, rights, privileges, and immunities (including those relating to the defense of civil actions and payments of judgments) as the officers of the requesting agency in addition to those the loaned officer normally possesses.
2. Establishes that while on duty with the requesting agency, a loaned officer shall be subject to the lawful operational commands of the loaned officer's superior officers in the requesting agency, but the loaned officer shall, for personnel and administrative purposes, remain under the control of the loaned officer's own agency, including for purposes of pay, whether by salaries, wages, bonuses, or other compensation. A loaned officer shall furthermore be entitled to workers' compensation and the same benefits from the loaning agency to the same extent and as though he or she were functioning within the normal scope of his or her duties.
3. When temporary assistance is needed, the head of the requesting agency shall notify the loaning agency of the need for such assistance and the assistance shall be provided if feasible to do so. A requesting agency which needs temporary assistance shall notify the loaning agency of such need in writing, when possible. In an emergency situation, the notification of the need for temporary assistance need not be in writing, but a written notification from respective agency head shall be provided as soon thereafter as possible.
4. Any disciplinary actions arising out of the temporary work assignment of any loaned officer will remain the responsibility of the loaned officer's own agency.
5. The loaning agency assumes liability to pay compensation for personal injury or death by accident arising out of and in the course of any loaned officer's employment while responding to the request for assistance from the requesting agency pursuant to the North Carolina Workers' Compensation Act, N.C. Gen. Stat. § 97-1, *et. seq.*, and its exclusive coverage.
6. The loaning agency will not attempt to hold the requesting agency liable or responsible for damages to the supplies, materials, or equipment of the loaning agency when responding to a request for assistance from the requesting agency.
7. The loaning agency assumes no liability or responsibility for the death of or injury to any personnel of the requesting agency.
8. The loaning agency assumes no liability or responsibility for damage to the supplies, materials, or equipment of the requesting agency.
9. The requesting agency is responsible for the conduct of its officers, agents,

and employees arising out of the performance of the agreement to the extent permitted and limited by the laws of North Carolina, including the North Carolina Tort Claims Act, N.C.G.S. § 143-291, *et. seq.*, the Defense of State Employees Act, and the Excess Liability Policy administered through the North Carolina Department of Insurance, subject to availability of appropriations and in proportion to and to the extent that such liability for damages is caused by or results from the acts of the requesting agency, its officers, or employees. As a state agency, East Carolina University does not waive any rights or defenses under the Act or the rights and authority of the Attorney General of the State of North Carolina to represent East Carolina University.

10. The agreement is exclusively for the benefit of the parties and it may not be enforced by any party other than the parties to the agreement and shall not give rise to liability to any third party. Nothing in the agreement shall limit the jurisdiction, powers, rights, privileges and immunities of loaned officers, the control of the loaned officers' own agency for personnel and administrative purposes, or the entitlement to workers' compensation and the same benefits when acting pursuant to the agreement as though a loaned officer were functioning within the normal scope of his or her duties, as provided by N.C.G.S. § 160A-288 and as restated herein.

11. The agreement will remain in force and effect until terminated by either party upon written notice to the respective agency head of the other party.

Request for Interagency Mutual Assistance and Agreement

1. The agreement is a request for temporary law enforcement assistance pursuant to the contemporaneously approved Interagency Mutual Assistance Agreement.

2. The agreement defines the City as the requesting agency and ECU as the loaning agency.

3. The agreement further defines the "Center City Area" as follows: that specified area limited to the land area located within the following boundary: bounded on the north by the Tar River, on the east by Elm Street, extended to the Tar River, on the south by 10th Street, and on the west by Dickinson Avenue between 10th Street and Pitt Street, and Pitt Street between Dickinson Avenue northward extended to the Tar River.

4. ECU agrees to provide to the City four (4) loaned officers to be assigned to the Center City Area and assume the non-exclusive responsibility with the City Police during specified times as herein stated for law enforcement services in the Center City Area as follows:

A. As the loaning agency, ECU will provide to the City two (2) loaned officers to supplement the City Police officers assigned to the Center City Area from Wednesday night through Sunday morning of each week, during times as assigned by the City Police but not less than 80 hours every two-weeks, for the duration of the agreement.

B. As the loaning agency, ECU will provide to the City two (2) additional loaned officers to supplement the City Police officers assigned to the Center City Area not to exceed six consecutive hours per day per officer, Wednesday night through Sunday morning of each week for the duration of the agreement.

5. The loaned officers shall have the same powers, rights, privileges, and immunities (including those relating to civil actions and payment of judgments) as City Police officers, including all law enforcement powers as authorized by statute, case law, and the common law of the State of North Carolina.

6. Loaned officers shall report to and will be supervised by the City Police Chief or the City Police Chief's designee. The City Police will ensure a clearly defined command structure and will establish procedures governing the use of loaned officers including processing arrestees, transporting prisoners, and operating temporary detention facilities, when applicable. While on-duty pursuant to the agreement, loaned officers shall be subject to the lawful operational commands of the assigned and designated City Police supervisor, but shall, for all personnel and administrative purposes, remain under the authority and control of ECU and ECU Police, including for purposes of pay. When acting pursuant to the agreement, loaned officers shall be entitled to the same and continuous workers' compensation coverage and other benefits provided by ECU and ECU Police that the loaned officers receive within the normal course and scope of their duties as ECU Police officers. ECU shall be responsible for the payment of all compensation and benefits for all loaned officers.

7. The officer in charge of the division or unit in which a loaned officer is temporarily assigned pursuant to this Agreement may, at any time, relieve such loaned officer of his or her duties and shall immediately forward to the head of the loaning agency, or designee, a written statement setting forth the reason for such action.

8. Loaned officers shall report for work with all necessary equipment, including vehicles, issued to them by ECU and ECU Police. The City may furnish loaned officers with other equipment and personnel support as may be reasonably necessary to perform the assigned duties required under the agreement. Additionally, ECU may furnish equipment and supplies to the City if so requested by the City.

9. Each loaned officer shall provide a weekly report to the City Police through the loaned officer's ECU Police chain of command. Such report shall include a daily breakdown of the number of hours worked and the assignments performed by the loaned officer.

10. Loaned officers shall assist the City, as required, in any court actions or proceedings related to loaned officers' service under the agreement.

11. The term of the agreement will be for a twelve (12) month period commencing on **August 1, 2017** and terminating on **July 31, 2018**.

12. If either party should desire to terminate this arrangement, the terms of the agreement shall control and the party desiring termination shall provide a thirty (30) day written notice to the other party setting forth the effective date of such termination.

13. Unless otherwise specified, termination of this agreement will not terminate the Interagency Mutual Assistance Agreement.

Fiscal Note:

There are no costs to the City associated with these Agreements nor attached to this proposal. However, the City is receiving the benefit of four ECU police officers in the Center City area without incurring an expense. There may be expenses incurred or benefits received when future requests for assistance are made.

Recommendation:

It is recommended that the City Council approve the First Amended and Restated Agreement for Police Cooperation and Campus Law Enforcement Agency Extended Jurisdiction and authorize the City Manager to sign same. It is further recommended that the City Council approve the Interagency Mutual Assistance Agreement and Request for Interagency Mutual Assistance and Agreement as proposed.

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Attachments / click to download

- [Extended Jurisdiction and Center Center Area Maps](#)
 - [COG ECU First Amended Extended Jurisdiction Agreement 1052459](#)
 - [COG ECU Interagency Mutual Assistance Agreement 1052461](#)
 - [COG ECU Request for Interagency Mutual Assistance and Agreement 1052466](#)
-

**FIRST AMENDED AND RESTATED AGREEMENT FOR POLICE COOPERATION
AND CAMPUS LAW ENFORCEMENT AGENCY EXTENDED JURISDICTION**

THIS FIRST AMENDED AND RESTATED AGREEMENT FOR POLICE COOPERATION AND CAMPUS LAW ENFORCEMENT AGENCY EXTENDED JURISDICTION (“Amended Agreement”) is made and entered into this the _____ day of _____, 2017, by and between the **City of Greenville**, a municipal corporation organized and existing under the laws of the State of North Carolina (the “CITY”), and **East Carolina University**, a constituent institution of the University of North Carolina as designated by N.C.G.S. § 116-4 (“ECU”)(collectively referred to herein as the “Parties”) as follows:

WITNESSETH:

WHEREAS, the CITY has established, organized, and maintained an accredited law enforcement agency, the Greenville Police Department (“CITY Police”), with territorial jurisdiction and all law enforcement powers as authorized by statute, case law, and the common law of the State of North Carolina within the corporate limits of the CITY, pursuant to N.C.G.S. § 160A-281 and § 160A-285;

WHEREAS, ECU has established, organized, and maintained an accredited law enforcement agency, the East Carolina University Police Department (“ECU Police”), with territorial jurisdiction and all law enforcement powers as authorized by statute, case law, and the common law of the State of North Carolina within the territorial jurisdiction defined by N.C.G.S. § 116-40.5(a);

WHEREAS, the Parties have a close working relationship in the function of law enforcement, which both desire to maintain;

WHEREAS, pursuant to N.C.G.S. § 116-40.5(b), § 90-95.2, and § 160A-288, ECU may enter into agreements with the CITY to extend the law enforcement authority of ECU Police officers from that as defined by N.C.G.S. § 116-40.5(a) into any or all of the CITY’s jurisdiction and to determine the circumstances in which this extension of authority may be granted;

WHEREAS on September 26, 2006, pursuant to N.C.G.S. § 116-40.5(b), the Parties entered into an agreement (the “September 26, 2006 Agreement”) whereby the CITY and ECU agreed to an extension of ECU Police officers’ law enforcement authority beyond that as provided by N.C.G.S. § 116-40.5(a); and

WHEREAS, pursuant to paragraph 5.5 of the September 26, 2006 Agreement, the Parties desire to amend said September 26, 2006 Agreement to modify and extend the law enforcement authority of ECU Police officers;

NOW THEREFORE, IN CONSIDERATION OF THESE MUTUAL INTERESTS, THE PARTIES AMEND THE AGREEMENT AND RESTATE THE AGREEMENT IN FULL BY REWRITING THE AGREEMENT AS FOLLOWS:

1.0 Definitions.

1.1. “CITY” shall mean the City of Greenville, a municipal corporation organized and existing under the laws of the State of North Carolina.

1.2. “CITY Police” shall mean the Greenville Police Department, an accredited law enforcement agency with territorial jurisdiction and all law enforcement powers as authorized by statute, case law, and the common law of the state of North Carolina within the corporate limits of the CITY, pursuant to N.C.G.S. § 160A-281 and § 160A-285.

1.3. “Head of CITY Police” shall mean the Chief of Police of the City of Greenville Police Department.

1.4. “ECU” shall mean East Carolina University, a constituent institution of the University of North Carolina as designated by N.C.G.S. § 116-4.

1.5. “ECU Police” shall mean the ECU Police Department, an accredited law enforcement agency with territorial jurisdiction and all law enforcement powers as authorized by statute, case law, and the common law of the State of North Carolina within the territorial jurisdiction defined by N.C.G.S. § 116-40.5(a).

1.6. “Head of ECU Police” shall mean the Chief/Director of ECU Police.

1.7. “ECU Police Original Area of Jurisdiction” or “ECU Police OAJ” shall interchangeably and synonymously mean the territorial jurisdiction of ECU Police officers as defined by N.C.G.S. § 116-40.5(a) which shall include all property owned or leased to ECU and that portion of any public road or highway passing through such property or immediately adjoining it, wherever located.

1.8. “ECU Police Extended Area of Jurisdiction” or “ECU Police EAJ” shall interchangeably and synonymously mean and include, pursuant to N.C.G.S. § 116-40.5(b), all of the CITY’s territorial jurisdiction except that area outside of the corporate boundaries of the CITY known as the CITY’s extraterritorial jurisdiction (“CITY’s ETJ”), as defined in Chapter 160A, Article 19, Part 1 of the North Carolina General Statutes. The ECU Police EAJ shall specifically include all buildings, rooms, adjacent grounds, common areas, and parking areas of all commercial and residential properties leased by ECU within the corporate limits of the CITY and those portions of any public road or highway passing through such property or immediately adjoining it, wherever located within the CITY.

1.9. “Primary Responsibility” shall mean the responsibility and authority by either the CITY Police or ECU Police to assume principal duties of responding to calls for service, initiating and conducting investigations, and concluding the investigations of an offense with or without the assistance of the other law enforcement agency that is a party to this Amended Agreement.

1.10. “Mutual assistance agreement” shall mean an interagency mutual aid or mutual assistance agreement in effect during the term of this Amended Agreement to provide temporary assistance pursuant to N.C.G.S. § 160A-288.

1.11. “On-Duty” shall mean a police officer’s scheduled work period and shall include the period of time immediately before a police officer’s scheduled work period, when the officer is driving to work. It also includes the period of time immediately following a police officer’s work period, when the officer is driving from work.

2.0 Designation and Clarification of Primary Responsibilities of CITY Police and ECU Police and Scope of Authority.

2.1. Given that pursuant to this Amended Agreement and N.C.G.S. § 116-40.5(b), the CITY Police has extended the authority of ECU Police to include the ECU Police EAJ, the parties desire to designate, clarify, and further define which law enforcement agency has Primary Responsibility for responding to calls for service and the investigation of offenses originating on the ECU Police OAJ and offenses originating on the ECU Police EAJ.

2.2. ECU Police shall have and maintain Primary Responsibility in the following instances:

2.2.1. To respond to calls for service and investigate offenses committed on the ECU OAJ.

2.2.2. To respond to calls for service originating from and investigate offenses committed on the following portion of the ECU Police EAJ: all buildings, rooms, adjacent grounds, common areas, and parking areas of all commercial and residential properties leased by ECU within the corporate limits of the CITY.

2.2.3. The response and investigation of an offense committed on the ECU Police OAJ for which the suspect or alleged perpetrator is no longer present on the ECU Police OAJ, whether or not officers are in active or immediate pursuit.

2.2.4. Unless otherwise specified, CITY Police shall have Primary Responsibility for those portions of any public road or highway passing through such property or immediately adjoining all commercial and residential properties leased by ECU, wherever located within the CITY and in all other instances, including but not limited to investigating parking violations occurring on CITY streets adjacent the ECU OAJ.

2.3. Notwithstanding the designation of Primary Responsibility as established in paragraph 2.2. (2.2.1. to 2.2.4.), ECU Police Officers may exercise all law enforcement authority and powers, including the powers of arrest, anywhere within the ECU Police EAJ. This includes, but is not limited to participating in joint operations or training with CITY Police

officers so long as those activities are approved by both the Head of the CITY Police and the Head of the ECU Police. ECU Police officers are further authorized to conduct routine law enforcement patrols outside of the ECU Police OAJ and anywhere within the ECU Police EAJ whether in the performance of routine law enforcement activity, traveling to and from property leased by ECU, participating in a joint operation with the CITY Police, or while participating in, responding to, or consistent with a mutual assistance request by the CITY Police under any mutual assistance agreement in effect at the time of such a request.

2.4. When in pursuit of suspects of offenses that occurred on the ECU Police OAJ or arising from instances defined by paragraphs 2.2.1. to 2.2.3., ECU Police officers shall provide notice to the CITY Police as soon as possible when continuing the pursuit otherwise into the corporate limits of the CITY.

2.5. When in pursuit of suspects of offenses that occurred within its jurisdiction, CITY Police officers shall provide notice to the ECU Police as soon as possible when continuing the pursuit upon the ECU Police OAJ.

2.6. When an ECU Police officer has in the officer's possession either a search authorization to search an area outside of the ECU Police OAJ or has an arrest warrant for an offense committed on the ECU Police OAJ but where such search or arrest authorizations are to be served outside of the ECU Police OAJ, but within the ECU Police EAJ, ECU Police will request assistance from CITY Police in service of such authorizations and a member of the CITY Police will accompany the ECU Police officer in service of such authorizations.

2.7. When a CITY Police Officer has in the officer's possession either a search authorization to search an area within the ECU Police OAJ or has an arrest warrant for an offense committed outside of the ECU Police OAJ but to be served on the ECU Police OAJ, the CITY Police will request assistance from ECU Police in service of such authorizations and a member of the ECU Police will accompany the CITY Police officer in service of such authorizations.

2.8. Notwithstanding the responsibilities described in paragraphs 2.2. (2.2.1. to 2.2.4.) and 2.4., the Head of ECU Police, exercising discretionary authority, may request the assistance of the CITY Police in investigating any offense committed on the ECU Police OAJ. This provision has no effect on the obligation of the ECU Police to notify the State Bureau of Investigation as required by statute, regulation, directive, or policy.

2.9. Notwithstanding the primary responsibilities described in paragraphs 2.2. (2.2.1. to 2.2.4.) and 2.4., the Head of the CITY Police, exercising discretionary authority, may request that the ECU Police assume full responsibility for investigations of any offense, and the Head of the ECU Police, exercising discretionary authority, may accept such responsibility.

3.0 Privileges, Rights, and Immunities.

3.1. In addition to the powers ECU Police officers normally possess, while On-Duty and acting in a law enforcement capacity within the ECU Police EAJ under the authority of

N.C.G.S. § 116-40.5(b) and this Amended Agreement, ECU Police officers shall have the same powers, rights, privileges, and immunities (including those relating to civil actions and payment of judgments) as CITY Police officers, including all law enforcement powers as authorized by statute, case law, and the common law of the State of North Carolina.

3.2. The CITY, its managers, officers, directors, or employees make no assumption of liability or waiver of any sovereignty for the actions taken by ECU Police officers while said officers are acting in a law enforcement capacity within the CITY's corporate limits and the ECU Police EAJ under the authority of N.C.G.S. § 116-40.5(b) and this Amended Agreement.

3.3. ECU, its governing board, officers, agents, and employees make no assumption of liability or waiver of any sovereignty for the actions taken by the CITY Police officers within the CITY's corporate limits and jurisdiction.

3.4. The CITY Police and ECU Police agree to periodically participate in joint training exercises and programs, including but not limited to, natural and manmade disasters, active shooter, civil disorder, and incident command and control. Such continuing training exercises and programs shall not be a substitute for each law enforcement agency's current training programs but in addition to or as a supplement to such ongoing training.

3.5. The CITY Police and ECU Police agree to independently conduct ongoing officer training related to community policing, sensitivity, and bias-based policing.

4.0 Terms and Amendments.

4.1. This Amended Agreement does not supersede any mutual assistance agreement between the CITY Police and the ECU Police currently in effect.

4.2. Any mutual assistance agreement in effect during the term of this Amended Agreement shall be read in conjunction with this Agreement and not contrary to the terms of such mutual assistance agreement.

4.3. This Amended Agreement shall be effective on the date last signed by a signatory to this agreement.

4.4. This Amended Agreement shall remain in force and effect until terminated by either party upon written notice to the respective agency Head. Such written notification shall be effective upon date of receipt by the party not issuing the termination notice. All such investigations, citations, cases, and actions opened by the ECU Police pursuant to this Amended Agreement shall be completed by the ECU Police and so much of this Amended Agreement as needed shall remain in effect until all such cases, investigations, citations, and judicial actions are completed and closed.

4.5. The parties to this Amended Agreement may amend this agreement by written concurrence of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in duplicate originals, pursuant to authority duly granted.

CITY OF GREENVILLE

By: _____
Barbara Lipscomb, City Manager

Date: _____

EAST CAROLINA UNIVERSITY

By: _____
Cecil Staton, Chancellor
On behalf of the Board of Trustees

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.

Bernita W. Demery, Director of Financial Services

Account Number _____

Project Code
(if applicable) _____

STATE OF NORTH CAROLINA
COUNTY OF PITT

LAW ENFORCEMENT
MUTUAL AID

INTERAGENCY MUTUAL ASSISTANCE AGREEMENT

Pursuant to N.C.G.S. § 160A-288, § 90-95.2, and § 116-40.5 and § 5-1-21 of the Code of Ordinances, City of Greenville, North Carolina, the undersigned do hereby request of each another, and agree to provide to each another, when feasible to do so, temporary assistance in enforcing the laws of North Carolina and other matters. This Interagency Mutual Assistance Agreement (“Agreement”) shall serve as the request, in writing for such assistance. The assistance may consist of, but is not limited to, the loaning of officers (including in an undercover capacity) and equipment and supplies.

1. While working with a requesting agency, a temporarily assigned loaned officer from the assisting agency (“loaned officer”) shall have the same jurisdiction, powers, rights, privileges, and immunities (including those relating to the defense of civil actions and payments of judgments) as the officers of the requesting agency in addition to those the loaned officer normally possesses.

2. While on duty with the requesting agency, a loaned officer shall be subject to the lawful operational commands of the loaned officer’s superior officers in the requesting agency, but the loaned officer shall, for personnel and administrative purposes, remain under the control of the loaned officer’s own agency, including for purposes of pay, whether by salaries, wages, bonuses, or other compensation. A loaned officer shall furthermore be entitled to workers’ compensation and the same benefits from the assisting agency to the same extent and as though he or she were functioning within the normal scope of his or her duties.

3. When temporary assistance is needed pursuant to this Agreement, the head of the requesting agency shall notify the assisting agency of the need for such assistance and the assistance shall be provided if feasible to do so. A requesting agency which needs temporary assistance shall notify the assisting agency of such need in writing, when possible. In an emergency situation, the notification of the need for temporary assistance need not be in writing, but a written notification from respective agency head shall be provided as soon thereafter as possible.

4. Any disciplinary actions arising out of the temporary work assignment of any loaned officer will remain the responsibility of the loaned officer’s own agency.

5. The assisting agency assumes liability to pay compensation for personal injury or death by accident arising out of and in the course of any loaned officer’s employment while responding to the request for assistance from the requesting agency pursuant to the North Carolina Workers’ Compensation Act, N.C. Gen. Stat. § 97-1, *et. seq.*, and its exclusive coverage.

6. The assisting agency will not attempt to hold the requesting agency liable or responsible for damages to the supplies, materials, or equipment of the assisting agency when responding to a request for assistance from the requesting agency.

7. The assisting agency assumes no liability or responsibility for the death of or injury to any personnel of the requesting agency.

8. The assisting agency assumes no liability or responsibility for damage to the supplies, materials, or equipment of the requesting agency.

9. Without waiving any of its rights or defenses, and notwithstanding any other provision of this Agreement, the requesting agency is responsible for the conduct of its officers, agents and employees arising out of the performance of this Agreement to the extent permitted and limited by the laws of North Carolina, including the North Carolina Tort Claims Act, N.C.G.S. § 143-291, *et. seq.*, the Defense of State Employees Act, and the Excess Liability Policy administered through the North Carolina Department of Insurance, subject to availability of appropriations and in proportion to and to the extent that such liability for damages is caused by or results from the acts of the requesting agency, its officers, or employees. As a state agency, East Carolina University does not

waive any rights or defenses under the Act or the rights and authority of the Attorney General of the State of North Carolina to represent East Carolina University.

10. This Agreement is exclusively for the benefit of the parties hereto and it may not be enforced by any party other than the parties to this Agreement and shall not give rise to liability to any third party; provided, however, that nothing herein shall limit the jurisdiction, powers, rights, privileges and immunities of loaned officers, the control of the loaned officers' own agency for personnel and administrative purposes, or the entitlement to workers' compensation and the same benefits when acting pursuant to this Agreement as though a loaned officer were functioning within the normal scope of his or her duties, as provided by N.C.G.S. § 160A-288 and as restated herein.

11. The undersigned enter into this agreement pursuant to duly adopted resolutions, rules, policies, or guidelines officially adopted by their respective governing bodies, as authorized by N.C.G.S. § 160A-288.

12. This Agreement shall remain in force and effect until terminated by either party upon written notice to the respective agency head of the other party.

SO AGREED.

STATE OF NORTH CAROLINA
COUNTY OF PITT

EAST CAROLINA UNIVERSITY
POLICE DEPARTMENT

I, _____, a Notary Public for said County and State aforesaid, certify that Jason L. Sugg, personally came before me this day and acknowledged that she executed the foregoing document.

Jason L. Sugg
Interim Chief/Director
East Carolina University Police Department

Witness my hand and Notarial Seal this _____ day of _____, 2017.

This the _____ day of _____, 2017.

(Seal)

SO AGREED.

STATE OF NORTH CAROLINA
COUNTY OF PITT

GREENVILLE POLICE DEPARTMENT

I, _____, a Notary Public for said County and State aforesaid, certify that Mark R. Holtzman, personally came before me this day and acknowledged that she executed the foregoing document.

Mark R. Holtzman
Chief of Police
Greenville Police Department

Witness my hand and Notarial Seal this _____ day of _____, 2017.

This the _____ day of _____, 2017.

(Seal)

1050487

**STATE OF NORTH CAROLINA
COUNTY OF PITT**

**LAW ENFORCEMENT
MUTUAL AID**

REQUEST FOR INTERAGENCY MUTUAL ASSISTANCE AND AGREEMENT

This Request for Mutual Assistance and Agreement (the “Request and Agreement”) is made and entered into by the **City of Greenville**, a municipal corporation organized and existing under the laws of the State of North Carolina (the “City”), and **East Carolina University**, a constituent institution of the University of North Carolina as designated by N.C.G.S. § 116-4 (“ECU”)(individually referred to herein as “Party” and collectively referred to herein as the “Parties”) pursuant to the Parties’ current Interagency Mutual Assistance Agreement (“IMAA”) and N.C.G.S. § 90-95.2, § 160A-288, § 116-40.5, and § 5-1-21 of the Code of Ordinances, City of Greenville, North Carolina, as follows:

The mutual assistance herein provided pursuant to the IMAA will enable each Party to enhance its law enforcement capabilities, response effectiveness, and efficiency, and provide a highly visible law enforcement presence in the Center City Area as herein defined;

The Parties have agreed that such law enforcement undertaking shall be subject to certain terms and conditions as provided in the IMAA and as herein stated; and

NOW, THEREFORE, pursuant to the mutual promises set forth in the IMAA, the Parties herein agree as follows:

DEFINITIONS

1. “Center City Area” shall mean that specified area limited to the land area located within the following boundary: bounded on the north by the Tar River, on the east by Elm Street, extended to the Tar River, on the south by 10th Street, and on the west by Dickinson Avenue between 10th Street and Pitt Street, and Pitt Street between Dickinson Avenue northward extended to the Tar River.

2. “On-Duty” shall mean a loaned officer’s scheduled work period under this Request and Agreement and shall include the period of time immediately before a loaned officer’s scheduled work period, when the officer is driving to work. It also includes the period of time immediately following a loaned officer’s work period, when the officer is driving from work.

3. “Loaned officer” (and “loaned officers” in its plural form) shall mean any and all temporarily assigned loaned officer from the assisting agency, which are those ECU Police officers provided to the City pursuant to this Request and Agreement.

REQUEST AND AGREEMENT

4. In accordance with the IMAA, the City, as the requesting agency, herein requests from ECU, and ECU, as the assisting agency, herein agrees to provide to the City four (4) loaned officers to be assigned to the Center City Area and assume the non-exclusive responsibility with

the City Police during specified times as herein stated for law enforcement services in the Center City Area as follows:

- A. As the assisting agency, ECU will provide to the City two (2) loaned officers to supplement the City Police officers assigned to the Center City Area from Wednesday night through Sunday morning of each week, during times as assigned by the City Police but not less than 80 hours every two-weeks, for the duration of this Request and Agreement.
- B. As the assisting agency, ECU will provide to the City two (2) additional loaned officers to supplement the City Police officers assigned to the Center City Area not to exceed six consecutive hours per day per officer, Wednesday night through Sunday morning of each week for the duration of this Request and Agreement.

5. In addition to the powers loaned officers normally possess, acting in a law enforcement capacity with the City under the terms of the IMAA and that First Amended and Restated Agreement for Police Cooperation and Campus Law Enforcement Agency Extended Jurisdiction Agreement, executed contemporaneously with the Agreement, the loaned officers shall have the same powers, rights, privileges, and immunities (including those relating to civil actions and payment of judgments) as City Police officers, including all law enforcement powers as authorized by statute, case law, and the common law of the State of North Carolina.

6. Loaned officers shall report to and will be supervised by the City Police Chief or the City Police Chief's designee. The City Police will ensure a clearly defined command structure and will establish procedures governing the use of loaned officers including processing arrestees, transporting prisoners, and operating temporary detention facilities, when applicable. While On-Duty pursuant to this Agreement, loaned officers shall be subject to the lawful operational commands of the assigned and designated City Police supervisor, but shall, for all personnel and administrative purposes, remain under the authority and control of ECU and ECU Police, including for purposes of pay. When acting pursuant to this Request and Agreement, loaned officers shall be entitled to the same and continuous workers' compensation coverage and other benefits provided by ECU and ECU Police that the loaned officers receive within the normal course and scope of their duties as ECU Police officers. ECU shall be responsible for the payment of all compensation and benefits for all loaned officers.

7. The officer in charge of the division or unit in which a loaned officer is temporarily assigned pursuant to this Agreement may, at any time, relieve such loaned officer of his or her duties and shall immediately forward to the head of the assisting agency, or designee, a written statement setting forth the reason for such action.

8. Loaned officers shall report for work under this Request and Agreement with all necessary equipment, including vehicles, issued to them by ECU and ECU Police. The City may furnish loaned officers with other equipment and personnel support as may be reasonably necessary to perform the assigned duties required under this Request and Agreement. Additionally, ECU may furnish equipment and supplies to the City if so requested by the City.

9. Each loaned officer shall provide a weekly report to the City Police through the loaned officer's ECU Police chain of command. Such report shall include a daily breakdown of the number of hours worked and the assignments performed by the loaned officer.

10. Loaned officers shall assist the City, as required, in any court actions or proceedings related to loaned officers' service under this Request and Agreement.

11. The term of this Request and Agreement pursuant to the Parties IMAA shall be for a twelve (12) month period commencing on August 1, 2017 and terminating on July 31, 2018. Notwithstanding the foregoing, in the event that either of the Parties should desire to terminate this arrangement, the terms of this Request and Agreement shall control and the Party desiring termination shall provide a thirty (30) day written notice to the other Party setting forth the effective date of such termination. Unless otherwise specified, termination of this Request and Agreement will not terminate the IMAA. Notice to either Party as required by this paragraph shall be as follows:

If to the City: Chief of Police
City of Greenville
P.O. Box 7207
Greenville, NC 27835-7207

If to ECU: Chief/Director of ECU Police
East Carolina University Police Department
609 East Tenth Street
Greenville, NC 27858-4353

IN WITNESS WHEREOF, the parties hereto have agreed to provide this Interagency Mutual Assistance as requested by the City and as agreed to by ECU, herein memorialized by this writing and executed below, in duplicate originals, pursuant to authority duly granted.

EAST CAROLINA UNIVERSITY
POLICE DEPARTMENT

GREENVILLE POLICE DEPARTMENT

By: _____
Jason L. Sugg
Interim Chief/Director of ECU Police

By: _____
Mark R. Holtzman
Chief of Police

Date: _____

Date: _____



City of Greenville, North Carolina

Meeting Date: 6/5/2017
Time: 6:00 PM

Title of Item: Contract Negotiations for Golf Management Agreement

Explanation: **Abstract:** Staff was instructed to research the possibility of a golf management firm operating the Bradford Creek Public Golf Course. A Request for Proposals (RFP) was recently issued for such a management arrangement, and staff subsequently interviewed and received presentations from the three (3) firms that submitted proposals. Staff is seeking permission to negotiate the provisions of a possible management contract with the preferred company.

Explanation: In an effort to increase financial efficiencies at the Bradford Creek Public Golf Course while maintaining a high level of service, the possibility of an outside firm managing the course has been investigated. An RFP targeting eastern U.S. golf management firms was issued, resulting in the City receiving operational proposals from three (3) golf management companies: Billy Casper Golf, Cornerstone Golf, and Pope Golf.

A staff committee composed of Assistant City Manager Michael Cowin, Business Analyst Byron Hayes, Recreation and Parks Director Gary Fenton, and Parks Superintendent Dean Foy hosted in-person interviews and received presentations from all three firms. Staff is seeking Council approval to pursue contract negotiations with Billy Casper Golf, the preferred company, for the possible management of Bradford Creek Public Golf Course. Billy Casper Golf has extensive experience in golf course management throughout the nation and manages just over 140 courses with 80 of those courses being municipal. In North Carolina, they manage the Fairfield Harbour Property Owners Association course in New Bern. Billy Casper Golf has a strong marketing program and approach for the courses they manage.

The negotiated contract would then be brought back to Council at a future meeting for consideration and possible approval.

Fiscal Note: No fiscal impact is anticipated at this time.

Recommendation: Grant permission for staff to negotiate the provisions of a management contract with Billy Casper Golf for the company's possible operation of the Bradford Creek Public Golf Course.

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Attachments / click to download



City of Greenville, North Carolina

Meeting Date: 6/5/2017
Time: 6:00 PM

Title of Item: Request to utilize Federal and State Asset Forfeiture Funds to purchase various equipment for the Police Department

Explanation: **Abstract:** The Police Department is requesting authorization to purchase needed equipment for the department by utilizing Federal and State Asset Forfeiture Funds. These funds are the direct result of money and property seized during criminal investigations.

Explanation: The Police Department is seeking approval to use both Federal and State Asset Forfeiture funds to purchase equipment needed for the department. Copies of quotes for each item are attached for your information.

The following is a description of proposed expenditures requested from the **Federal** Asset Forfeiture account:

Mini-Caliber Robot and Accessory package: \$54,110.85

This equipment will be for use by the Emergency Response Team during various critical incidents. This device allows the operator to penetrate areas that are initially unsafe for human intervention. The unit will provide the operator with live camera footage from anywhere within its mobile range and can be used to interact with a violent or potentially violent person absent the presence of an officer.

Crash and Crime Scene Laser Scanning System: \$123,298.69

This device will provide a means for precise mapping of crash and major crime scenes. Laser technology will replace the need for analog measurements that officers must utilize when responding to these types of major scenes. It will also provide a digital map whereby scenes can be created/recreated for use in the investigative process as well as in court proceedings.

Three-Line Message Board

With speed measurement and data collection capabilities: \$17,000.00

The current digital message board, which is heavily used throughout the

city, is obsolete. This item will not only allow for messaging but will also measure speed when needed and provide the ability to collect data such as traffic volume, high traffic times of day, and vehicular count in regard to a specific area.

Speed Patrol Trailer: \$8,347.18

This device is needed to replace an outdated, out of service speed measurement trailer that has been utilized by the department for years. This trailer can be placed in areas experiencing chronic speed issues and can serve as a tremendous deterrent for violators thereby gaining voluntary compliance and addressing a major quality of life issue.

30 Tasers and Holsters: \$41,340.02

These units are needed to replace units that are no longer supported for repair by TASER and continue with the current complement among the sworn law enforcement officers. The new units will ensure that the devices are supported for service and that they function properly when deployed.

The proposed expenditure requested from the **State** Asset Forfeiture account will be used to purchase the following:

Ballistic Resistant Emergency Rescue Vehicle: \$259,559.00

This vehicle will be utilized when the standard police vehicle no longer provides the protection needed for either the responding officers or members of the public. It will provide officers the ability to respond to a victim in a critical incident who otherwise might not be rescued. The vehicle will also be utilized as part of the de-escalation model to safely resolve crisis negotiations. In addition, the Greenville Police Department has developed a policy that governs and restricts the use of the vehicle under certain conditions so as not to negatively impact public perception.

The anticipated cost for the vehicle is \$259,559. However, as indicated on the attached letter of support from Pitt County Sheriff Neil Elks, the Sheriff's Office has agreed to contribute \$20,000 towards the purchase of this vehicle for use as needed within Pitt County.

Additionally, in support of the Pitt County Mutual Aid Agreement, regional police departments support the availability of this vehicle in the area. Letters of support from Ayden Police Department, Grifton Police Department, Farmville Police Department, and Winterville Police Department are also attached.

Fiscal Note:

The total proposed expenditures from the **Federal** Asset Forfeiture account are \$244,096.74. The City's Federal Forfeiture cash account has an available balance of \$314,489.


The total proposed expenditure from the **State** Asset Forfeiture account is \$259,559.00. The City's State Controlled Substance account has an available balance of \$328,673.

Recommendation: Staff recommends approval to utilize Federal and State Asset Forfeiture Funds for the purchase of the stated equipment needs.

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Attachments / click to download

 [Quotes](#)

 [Letters of Support](#)

 [Emergency Rescue Vehicle](#)



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sales@icortechology.com

QUOTE

Richard Tyndall
Greenville Police Department (NC)
To 500 S Greene St.
Greenville, NC 27858

Email: RTyndall@greenvillenc.gov

QUOTE NO.: QUO-03373-J7V8-3
DATE: 3/3/2017
EXPIRATION DATE: 6/3/2017

CURRENCY: USD
SHIPPING METHOD: Ground
SHIPPING TERMS: FOB-DESTINATION
DELIVERY DATE: 14 - 16 weeks APO
PAYMENT TERMS: Net 30
GSA Contract Number: GS-07F-0430V

QTY	P/N	DESCRIPTION	\$/UNIT	% DISC.	LINE TOTAL
1	CAL-MINI	Mini-CALIBER® SWAT Robot Comes standard with: • Rubber Tracks for traversing rough terrain and climbing stairs • Wirelessly Controlled Front and Rear Grippers with positional feedback with preset Home and Stair Climbing positions • Turreted Robotic Claw arm with 1.5ft x 1.5ft and 5 axes of movement • 10x Color zoom camera on claw arm • Front and Rear Color/IR Drive Cameras • Wide Angle color rear mast camera • Color Claw camera • 2-Way Audio: Talk/Listen through the robot • LED drive lights for Front and Mast Cameras • Wireless RF control: 2.4GHz Video; 900MHz Data • Portable, Lightweight, Handheld Controller • 2x 24V DC Lithium-Iron Phosphate Robot Battery Packs (1x onboard; 1x spare) & 1x 24V DC Battery Charger • 2x 12V DC Lithium-Ion CCU Battery Packs (1x onboard; 1x spare) & 1x 12V DC Battery Charger • 2 year limited warranty • Mini-iPad electronic manual with training videos and hard copy of operator manual. *Note: Mini-CALIBER is shipped in a wooden crate. Hardshell case is available as an option.	\$44,500.00	3.00%	\$43,165.00
1	CAL-CA1	Glaw Attachment Kit - Mini A set of specially designed tools for the Mini-CALIBER® claw, includes: camera extension, box cutters, extension poles, tire deflator, finger extension, cutting hook, utility shears, multiple effectors and hook & line accessories.	\$2,950.00	3.00%	\$2,861.50
1	CAL-MDVR	Digital Video Recorder (DVR) for Mini-CALIBER Capture Video images from your Mini-CALIBER CCU. 1080p HD video recording and picture capture up to 320GB of MPEG-4 video and/or JPEG images. Onboard 5" (12.7cm) LCD Screen for quick review of recorded images and video. (Available for MK3, T5, or Mini)	\$1,950.00	3.00%	\$1,891.50
1	CAL-OP002	Firing Circuit AND Duke Pro 24V DC Firing Circuit AND Duke Pro Single Channel Shock Tube Initiator with mounting bracket for Mini-CALIBER® Robot	\$2,260.00	3.00%	\$2,192.20
1	CAL-OP014	Mini-CALIBER case Mini-CALIBER hardshell transit case with custom cut foam and tie downs to secure robot. Note: the transit case only holds the Mini-CALIBER robot. There is a separate hardshell case for the CCU.	\$1,570.00	3.00%	\$1,522.90
1	CAL-SP2	Mini Basic Spare Parts Kit Essential items to maintain and repair your Mini-CALIBER® robot	\$1,575.00	3.00%	\$1,527.75
1	S&H	SHIPPING AND HANDLING	\$950.00		\$950.00
TOTAL					\$54,110.85

This is a quotation on the goods named, subject to the conditions noted below:

Unless otherwise provided. This quote is in US Dollars; shipping terms are EX WORKS for domestic and international shipments; all prices are exclusive of shipping costs, insurance, custom clearance and any applicable Taxes of any kind; all price quotations are valid for 90 days. Published list prices are subject to change without notice. Due to a policy of continuous product improvement, ICOR reserves the right to change specifications and appearance without notice. Please reference the invoice number on your cheque and remit to ICOR Technology Inc. 935 Ages Drive, Ottawa, Ontario K1G 6L3 Canada. The CALIBER® Robot (including the MK3, T5, Mini, and MK4) contains up to 35% US-source materials and are ITAR export license free and not subject to AECA or EAR regulations. **DISCLAIMER REGARDING DISRUPTER MOUNT CONFIGURATIONS:** ICOR Technology is a robot manufacturer and do not make disrupters. The end-user must consult with the disrupter manufacturer for complete instructions on loading, operation, maintenance and firing procedures. ICOR recommends that the end-user takes disrupter training from the manufacture before firing the weapon off of the robot. **USE AT OWN RISK. ANY POTENTIAL DAMAGES TO THE ROBOT AS A RESULT OF USING A DISRUPTER ARE NOT COVERED UNDER WARRANTY. AS PER ICOR'S LIMITED WARRANTY, WARNING AND LIMITATION OF LIABILITY DOCUMENT, ICOR SHALL BE HELD HARMLESS TO ANY LOSS OR INJURY AS RESULT OF USING DISRUPTERS ON THE ROBOT.**

To accept this quotation, sign here and return:

Signature

Date



FARO Technologies Inc
250 Technology Park
Lake Mary FL 32746-7115
Phone No: (888)319-7005
Fax No: (407)562-5298
Email: John.Mbwambo@faro.com

Remit to:
FARO Technologies, Inc.
P.O. Box 116908
Atlanta, GA 30368-6908

Quotation No: 20107943
Quote Date: 03/17/2017
Expiration Date: 06/24/2017
Regional Manager: Dennis Sweet
Account Manager: Scott Gershowitz
Sales Support: John Mbwambo
Ship: 2 Day
Payment Terms: Net due in 30 days
with approved credit
Delivery Terms: EXW Origin
Delivery Date: 2-10 Weeks

Bill To :
Greenville Police Department
(NC)
PO Box 7207
Greenville NC 27835-7207
US

Ship To :
Greenville Police Department
(NC)
Billy Hill
PO Box 7207
Greenville NC 27835-7207
US

Qty	Item No.	Description	Unit Price	Discount	Ext. Price
1	LS-8-S-150	3D_HW_LS_FocusS 150 Laser Scanner FocusS 150 ships with: 1 FocusS 150, with HDR photography, with GPS, compass, altimeter (barometer), dual-axis compensator, WLAN, accessory bay, IP rating 54, on-site compensation functionality, 1x Battery Power Block, 1x Battery Power Dock, 1x 90W Power Supply, 1x Optic Cleaning Fluid, 3x Optic Cleaning Tissues, 1x 32GB SD card, 1x SD card reader, 1x SD card cover, 1x Allen wrench, 1x rugged transport case, calibration certificate and a quick start guide. Please notice: the leadtime may take 6 weeks or more after receipt of written order.	54,490.00	0.00	54,490.00
1	SOFTS0302	3D_SW_SC_SCENE SCENE version 6.N. Software and license to process data of FARO 3D Laser Scanners. Includes 1-year of software maintenance.	5,990.00	1,590.00	4,400.00







PURCHASE AGREEMENT AND CONDITIONS OF SALE Customer will pay any federal, state and local taxes. All conditions of sale, service and warranty as described in FARO standard purchase conditions currently on file with FARO are made as part of this Quotation and are incorporated herein by reference (02FRM522). DR12 PLEASE REFERENCE FARO QUOTE NUMBER ON ALL DOCUMENTS. BY REFERENCING FARO QUOTE, CUSTOMER AGREES TO SAID TERMS AND CONDITIONS AS LISTED ON FARO QUOTATION.
FARO Technologies GSA Contract # GS24F0044M




Qty	Item No.	Description	Unit Price	Discount	Ext. Price
1	TR-SCN-POS	Laser Scanner Tr. - FARO Fac. - Inc Three-day course for two (2) trainee at an approved FARO training facility that discusses LS operation, setup, and basic measurements. NOTE: Classroom trainings are limited to six (6) trainees and are scheduled on a first come, first served basis. Classes can be canceled within two weeks of the scheduled date if sufficient enrollment is not met. NOTE: Training will expire if not taken within 90-days of receipt of equipment. No charge item applicable only with purchase of laser scanner.	0.00	0.00	0.00
1	ACCSS8001	3D_AC_LS_FocusS Battery Power Block Power Block battery for FARO Focus S and Scan Localizer	580.00	87.00	493.00
1	ACCSS6005	3D_AC_LS_Carbon Fiber Compact Tripod High-level carbon fiber tripod for Focus3D X 330 and Focus 3D X 130.	1,130.00	169.50	960.50






Qty	Item No.	Description	Unit Price	Discount	Ext. Price
1	ACCSS0287	<p>200mm Koppa Target W/ Tripod Mount Kit</p> <p>A complete package of target spheres along with tripods and other accessories, shipped in 2 crates. Spheres are sprayed with #KoppaTuff™ coating. The first crate contains a 6 pack of 200mm target spheres with magnetic bases and individual cotton storage/handling bags, and 6 1/4-20 camera tripod mount plates. The second crate contains tripods and accessories that provide most of the standard mounting options for use in the field. Included are 6 camera tripods, 3 small flexible tripods, 3 traffic cone Adapters, and a dozen 2" fender washers.</p>	2,850.00	427.50	2,422.50
		 			
1	ACCSS0299	<p>80Mm Koppa Target Set W/ Trajectory Rods</p> <p>A combination set of 12 80mm targets - 6 magnetic base targets, 6 trajectory mount. Includes 6 1/4" x 10" aluminum, magnetic base stand-off rods. All shipped in a plastic storage crate.</p>	1,410.00	211.50	1,198.50
1	SOFTS0334	<p>3D_SW_SC_SCENE Extension Forensic</p> <p>Extension of FARO SCENE software with additional features for forensic applications.</p>	2,000.00	500.00	1,500.00
		 			
1	APPS01002	<p>3D_SW_AP_SCENE Video Pro App</p> <p>SCENE Video Pro App, for SCENE single user license Plug-in for SCENE 5.N to create animated videos from scan data.</p>	1,340.00	335.00	1,005.00
		 			



Qty	Item No.	Description	Unit Price	Discount	Ext. Price
1	TR-SCN-POS-FOR-O	OnSite Forensics Cust-Site Upg. 5 Day Additional travel and lodging fees may be required for travel outside the US and Canada.#	8,140.00	0.00	8,140.00
2	COMP0121X64	Super Power User Notebook High-end notebook computer. Contact your FARO representative for current specifications.	5,000.00	750.00	8,500.00
					
2	SMA-SC-3Y	3D_MA_SC_SCENE Maintenance_3Y_STAND Maintenance for SCENE software. Includes SCENE software upgrades during the term of the contract. Duration: Three (3) year. Scope of service according to the conditions of the SCENE maintenance contract.	2,490.00	498.00	3,984.00
1	SWS-FCS-3Y	3D_WA_LS_FocusS Warranty_3Y_STAND Standard warranty for the FARO Laser Scanner FocusS. Included: free recertification of the FARO FocusS once a year at FARO service centre, free repair of damages which are not caused by the user, technical Hotline support, return shipping charges. Duration: 3 years, considers 3 year factory warranty (included with yearly service). Only available at the point of sale of a new unit. Services based on our General terms and conditions of maintenance.	8,230.00	1,646.00	6,584.00



Qty	Item No.	Description	Unit Price	Discount	Ext. Price
1	ACCSS6069	<p>3D_AC_LS_3D-Scale Bar Kit</p> <p>The 3D Measurement Scale Bar is used as a reference point in scans to verify scan accuracy. Traceable to NIST (National Institute of Standards and Technology) and international standards, the certified distance between the spheres is 1.5 meters. The scale bar has two 70 mm spheres mounted on a 31.75 mm (1.25) diameter rod. The spheres on the Scale Bar can also serve as near-distance (under 5 m) targets. The Scale Bar comes in two pieces, that are easily assembled at the scan scene. The Scale Bar Kit includes the Scale Bar (ACCSS6074), case (ACCSS6078), and a clamp (ACCSS6075) that allows the scale bar to be mounted onto a standard photography tripod.</p>	2,110.00	316.50	1,793.50
					
1	ACCSS6079	<p>3D_AC_LS_3D-Scale Bar Tripod</p> <p>The Scale Bar Tripod allows the Scale Bar to be securely positioned in a scan scene. This tripod is not intended to hold the scanner.</p>	170.00	25.50	144.50
1	FS-1X	<p>3D_HW_FS_FARO Freestyle3D X</p> <p>FARO Freestyle3D X ships with: 1 Freestyle3D X Handheld Scanner, 1 Rugged Case, 1 Micro SD Card, 1 USB Card Reader, 1 Hand Strap for Tablet, 1 Calibration Board, 1 Cleaning Kit, Software Media for Capture & Process on USB, 1 License for SCENE Capture & Process, 1-Year Warranty on Hardware, 1-Year Maintenance Contract for Software. Transport case fits in most airline overhead compartments (outside case dimensions: 18.25" X 14" X 7").</p>	14,900.00	2,235.00	12,665.00



Qty	Item No.	Description	Unit Price	Discount	Ext. Price
1	ACCSF0010	Set of 25 Targets for Freestyle3D Set of 25 photogrammetry targets/markers which are automatically recognized by the Freestyle3D and increase accuracy and tracking stability. The markers are statically charged and can be attached to any flat surface. They do not leave any residue and can be reused multiple times.	60.00	12.00	48.00
1	ACCSF0011	Freestyle3D calibration board NIST (National Institute of Standards and Technology) traceable calibration board for Freestyle3D. A NIST traceability certificate is also included.	670.00	100.50	569.50
1	SWS-FS-3Y	3D_WA_FS_Freestyle3D Warranty_3Y_STAND Three (3) year Standard Warranty for FARO Freestyle3D includes annual certification and recalibration. Parts, labor and return shipping charges covered. Goal is to have service completed within 10 business days from date of receipt.	2,980.00	596.00	2,384.00
1	ACCSF0012	3D_AC_FS_Tablet Surface Pro 4& Charger Windows-Based Tablet for use with Freestyle Objects. Tablet is pre-loaded with SCENE Capture software. Settings have been optimized by FARO to ensure the fastest possible scanning.	1,902.70	285.41	1,617.29



Qty	Item No.	Description	Unit Price	Discount	Ext. Price
1	ACCSF-PS-0001	<p>Freestyle Magnetic Targets</p> <p>Set of 25 Freestyle3D coded magnetic targets. The tablet running the SCENE Capture software automatically recognizes and tracks the coded targets. Registration is fast as the targets are automatically detected and numbered in the capture. The targets are Laser cut/engraved for accuracy and longevity. The engraved surface ensures excellent detect-ability and tracking. A full set of 25 (1-25) contiguously numbered targets is included. Targets measure 3 in x 3in (76 mm x 76 mm), and fit conveniently in the open slots on the sides of the Freestyle case for ease of transport.</p>	560.00	84.00	476.00
1	SOFT40111	<p>FARO Reality 3D Complete</p> <p>FARO Reality 3D Complete.# 64-bit architecture, advanced point cloud data management, momentum analysis tool, and advanced graphics.# Can handle up to 2 billion data points from point cloud.# Includes FARO Genius (SOFT40340), (SOFT40230), FARO Collinear Momentum Module (SOFT40240), FARO Angular Momentum Module (SOFT40250), FARO Advanced Poseable Human Model (SOFT40270), FARO Articulation Animation Module (SOFT40260), FARO Human Motion Studio (SOFT40130). Software purchase includes one training seat and one year of maintenance.</p>	7,495.00	2,098.60	5,396.40



Qty	Item No.	Description	Unit Price	Discount	Ext. Price
1	SMA40111-03	FARO Reality 3D Complete Mtc. - 3 Year Reality 3D Complete 3-year maintenance includes product updates and upgrades (as available), including top tier technical support for one year. Customer must be on the most current software release to purchase this plan.	2,465.00	493.00	1,972.00
4	TR-CRA-LE-ONL	FARO Reality Virtual Training - 4 Day Reality Crash training hosted online. 4 day training course developed for new users of Reality Crash. Priced per person. NOTE: Training will expire if not taken within 90-days of purchase.	600.00	0.00	2,400.00

Order Total:	136,852.70
Discount Amount:	-13,709.01
Shipping Total:	155.00
Total in USD:	123,298.69



Additional Information

QUOTE TERMS

To accurately and promptly process your order, the following information is required with your Purchase Order:

1. Purchase Order Number (PO#)
2. Bill To AND Ship To Address (even if they are the same)
3. Net 30 or Sooner Payment Terms
4. Prepay and Add Freight Charges OR Collect (with your shippers Account #)
5. Method of Shipment (Best Way, Ground, Overnight, 2DAY)
6. FOB Origin or Destination (for GSA and Warranty ONLY Customers)
7. FARO Quote Number
8. PO Signed and Dated
9. Ship To State Tax Exemption Certificate OR acknowledgement to charge tax
10. Signed Credit Application (New Customers ONLY)

Quoted delivery terms are contingent upon timely receipt of all above listed items.

CALIBRATION CAPABILITIES

FARO meets the calibration requirements of ISO 17025 for FARO USB FaroArms and Bluetooth Gage and Laser Trackers (when B89 or Standard Calibration for Vantage is requested). If another calibration standard is required please discuss with your Customer Service representative.

FARO USB FaroArms and Bluetooth Gage are certified using calibration procedures developed in accordance with ASME B89.4.22.

FARO Laser Trackers are certified following FARO internal procedures developed in accordance with ISO9001:2008. The ASME B89.4.19 System Calibration (Part # 960-02589) is an additional calibration process to our FARO Standard Calibration (Part # ACC-00). The tracker must be put through our standard calibration first before an ASME B89.4.19 System Calibration.

FARO follows the recommendation of the ASME B89.4.22-2004, Appendix J, in the application of the decision rule to testing results. This appendix states "B89 standards that adopt standards referencing ISO 14253-1 as a normative standard shall explicitly state a different default decision rule, where the 4.1 simple acceptance and rejection rule from B89.7.3.1 shall be the default rule unless a different rule is specified.

STANDARD TERMS AND CONDITIONS OF SALE

These standard terms and conditions of sale are the only terms and conditions, oral or written, applying to the sale of equipment, Software, other products or services ("Product") to Purchaser except for additional terms consistent with these standard terms and conditions on prices, quantities, delivery schedules, and the description of the Products as set forth in an order issued by FARO or approved by FARO (each an "Order"). FARO hereby objects to and rejects any other terms or conditions appearing on, incorporated by reference in or attached to any purchase order, acceptance, acknowledgement, invoice, transmittal or other document and FARO's acceptance of any Order is expressly made conditional on Purchaser's acceptance of these standard terms and conditions. FARO's failure to object to any provision contained in a document or communication from Purchaser shall not be a waiver of these standard terms and conditions. Acceptance of these standard terms and conditions and any Order, both or either of which may be delivered to Purchaser in electronic form by FARO shall be deemed to have occurred upon the earlier of (i) executing or accepting these standard terms and conditions, (ii) executing or accepting any Order, (iii) when Purchaser is aware that FARO has commenced performance thereunder or (iv) taking delivery of any Products.

All capitalized terms used but not defined in the body of this document are defined in Section 10 00

- 1 00 Payment of Purchase Price
 1 01 Subject to credit approval by FARO and except as otherwise expressly set forth in an Order the Purchase Price for Product shall be paid to FARO within thirty (30) days from the date of FARO's invoice. If FARO determines not to extend credit to Purchaser, FARO reserves the right to require Purchaser to pay for Product by wire transfer prior to shipment. FARO shall be entitled to issue an invoice upon shipment of Product. FARO has the right to charge interest on late Purchase Price payments at a rate of 1.5% per month (18% per annum).
 1 02 Purchaser shall also pay FARO for any and all governmental taxes, charges or duties of every kind (excluding any tax based upon FARO's income) that FARO may be required to pay with respect to the production, transportation, export, import, storage, delivery, purchase, sale or use of Product. Purchaser shall provide FARO, on request, with properly completed exemption certificates for any tax or duty from which Purchaser claims an exemption.
 1 03 Purchaser grants to FARO a security interest in all Product sold pursuant to the Order, which FARO may perfect by filing a UCC Financing Statement or by other filings, registrations or notices as may be required. Any such security interest will remain in effect until FARO has received payment in full of the Purchase Price together with interest on any late Purchase Price payments.
 1 04 If Purchaser fails to make full payment of the Purchase Price in accordance with the terms set forth in the Order, FARO shall, at its sole option, have the right to the following remedies, which shall be cumulative and not alternative and which are not exclusive:
 a) the right to cancel the Order and enter Purchaser's premises to re-take possession of Product, in which event Purchaser agrees that any down payment or deposit for Product shall be forfeited to FARO as liquidated damages and not as a penalty, and all costs incurred by FARO in connection with the removal and subsequent transportation of Product shall be payable by Purchaser upon written demand;
 b) the right to enter Purchaser's premises and remove any Software, components of Product or other items necessary to render Product inoperative;
 c) the right to withhold all services which would otherwise be required to be provided by FARO pursuant to the Warranties set out in Section 4 00 hereof;
 d) the right to terminate any existing Software license agreement with Purchaser; and
 e) the right to pursue any other available remedy, including without limitation suing to collect any remaining balance of the Purchase Price (i.e., accelerate the payment of the Purchase Price, causing the entire balance to immediately become due and payable in full).
 1 05 Except as expressly set forth in Section 4 06, FARO does not permit returns on any Products shipped.
 1 06 No waiver by FARO of its rights under these terms and conditions shall be deemed to constitute a waiver of subsequent breaches or defaults by Purchaser. In the event more than one Product is being purchased pursuant to the Order, unless otherwise set forth herein, each payment received by FARO from Purchaser shall be applied pro rata against the cost of each Product rather than being applied to the Purchase Price of any Product.
 1 07 Purchaser shall pay FARO all costs and expenses of collection, suit, or other legal action to enforce the Order, including, but not limited to, all actual attorneys' and paralegal fees and collection costs. FARO may assign any cause of action that it has against Purchaser without Purchaser's consent.
- 2 00 Delivery and Transportation
 2 01 Delivery dates set forth in the Order are estimates and not guarantees, and are based upon conditions at the time such estimate is given.
 2 02 FARO shall not be liable for any loss or damage, whether direct, indirect or consequential, resulting from delivery of Product past the estimated delivery date. If Product is not delivered within 90 days of the estimated delivery date, Purchaser's sole remedy shall be to cancel the Order and to recover from FARO, without interest or penalty, the amount of the down payment or deposit and any other part of the Purchase Price which has been paid by Purchaser. Notwithstanding the foregoing, such right of cancellation shall not extend to situations where delayed delivery is due to a Force Majeure Event (as defined in Section 9 01). Any delays resulting from a Force Majeure Event shall extend estimated delivery dates by the length of such delay.
 2 03 If there is a shortage of Product, excessive demand for Product or any other reason for which FARO is unable to supply the full amount of Product specified in Purchaser's Order, FARO reserves the right to allocate its available supply of Product among its customers and distributors. The allocation of Product shall be in such a manner and in such amounts as FARO determines in its sole discretion.
 2 04 Responsibility for all costs and risks in any way connected with the storage, transportation and installation of Product shall be borne entirely by Purchaser. If any disagreement arises as to whether or not damage to Product was in fact caused in storage, in transit or on installation, the opinion of FARO's technical advisors, acting reasonably, shall be conclusive.
 2 05 Unless otherwise agreed to by FARO in an Order, Product shall be delivered by FARO at FARO's premises EXW (Ex Works) as defined in Incoterms 2010.
- 3 00 Installation, Operator Training and Maintenance
 3 01 Purchaser shall be responsible for installation of Product, including, without limitation, the preparation of its premises, the uncrating of Product and setting up of Product for operation.
 3 02 Subject to Section 4 00, Purchaser shall be responsible for all maintenance of Product.
- 4 00 Warranties and Exclusions; Exclusive Remedies and Disclaimers
 4 01 Subject to Section 4 05, FARO warrants that any Product (but excluding Software and services) shall be free from material defects in workmanship or material affecting the fitness of Product for its usual purpose under normal conditions of use, service and maintenance. FARO makes no warranty that any Product will operate in an uninterrupted or error free manner.
 4 02 Subject to Section 4 05, FARO warrants that any Software shall operate substantially according to written user documentation provided by FARO. FARO makes no warranty that any Software will operate in an uninterrupted or error free manner.
 4 03 The warranties set out in paragraphs 4 01 and 4 02 above (together, the "Warranties") shall expire at the end of the twelve (12) month period commencing on the last day of the calendar month in which Product was delivered to Purchaser (the "Warranty Period").
 4 04 To properly make a claim under the Warranties, Purchaser must deliver written notice to FARO during the Warranty Period, at FARO's contact information set forth on the Order, of a breach of the Warranties, together with a description of such breach in reasonable detail. Within a reasonable time following receipt of such proper notice, FARO shall have Product diagnosed by its service personnel. Nothing herein contained shall be construed as obligating FARO to make service, parts, or repairs available for any breach reported after the expiration of the Warranty Period. If Product is determined by FARO, in its reasonable opinion, to be covered by and in breach of the Warranties, FARO will, as Purchaser's sole and exclusive remedy, repair or adjust Product to the extent determined by FARO to be necessary or, at the option of FARO, will replace Product with replacement Product or parts therefor at no cost to Purchaser, other than the cost of shipping Product to FARO pursuant to Section 4 06. If Product is determined by FARO, in its reasonable opinion, not to be covered by or not to be in breach of the Warranties, Purchaser shall pay the cost of service, which shall be the amount that FARO would otherwise charge for an evaluation under a non-warranty service evaluation.
 4 05 The Warranties shall not apply to or cover:
 a) Any defects in any component of a Product if, in the reasonable opinion of FARO, (i) Product has been improperly stored, installed, operated, or maintained; (ii) the defect was caused by or relates to misuse or extraordinary use of Product, or to use of Product outside the purpose for which Product was designed and manufactured; (iii) Purchaser has permitted unauthorized modifications, additions, deletions, adjustments and/or repair to any Software, hard drive structure or content, or any other part of Product, or which might otherwise affect Product; or (iv) the defect was caused by, or repairs are required as a result of, causes external to FARO workmanship or the materials used by FARO. As used herein, "unauthorized" means that which has not been approved and authorized by FARO in writing.
 b) Any replacement of expendable items, including, but not limited to, fuses, diskettes, printer paper, printer ink, printing heads, disk cleaning materials, or similar cleaning items.
 c) Minor preventive and corrective maintenance, including, but not limited to, replacement of fuses, disk drive head cleaning, fan filter cleaning and system clock battery replacement.
 d) Any Product or component which was sold or transferred to any party other than the original Purchaser unless transferred in accordance with section 4 11 or prior express written consent is obtained.
 e) Any defect in or related to Product which FARO cannot duplicate with reasonable effort.
 f) Any defect in or related Product caused by materials, including hardware, software or data not supplied by FARO.
 g) Any defect caused or resulting from accident, physical, electrical or magnetic stress, failure of electric power, air condition or environmental controls, use in or with defective or non-compatible equipment, hardware, software or data.
 h) Any defect or problem caused by changes in the operating characteristics of computer systems, hardware or software developed after Product is delivered.
 i) Any Product exported by Purchaser outside of the United States or Canada.
 j) Any demonstration or used Product.
 k) Any services of FARO. ALL SERVICES OF FARO ARE PROVIDED TO PURCHASER 'AS IS' WITHOUT WARRANTY OF ANY KIND.
 l) Any Third Party Product sold or included with the Products. Such Third Party Products are provided with the manufacturer's warranties, if any, which FARO is permitted to pass on to Purchaser. OTHERWISE, SUCH THIRD PARTY PRODUCTS ARE PROVIDED TO PURCHASER 'AS IS' WITHOUT WARRANTY OF ANY KIND.
- 4 06 Factory Repairs
 a) IF PRODUCT IS UNDER WARRANTY: Purchaser agrees to ship Product to FARO in the original packing container at Purchaser's sole cost and expense. FARO will return the repaired or replacement Product to Purchaser at FARO's sole cost and expense.
 IF PRODUCT IS UNDER A SEPARATE PREMIUM SERVICE PLAN: When practical, as determined by FARO in its sole discretion, and subject to availability, FARO will make available to Purchaser substitute component parts or substitute Product ("Temporary Replacements") as appropriate while Purchaser's Product is undergoing repair. Shipping charges for these Temporary Replacements will be the responsibility of FARO.
 b) IF PRODUCT IS NOT UNDER WARRANTY: Purchaser shall be responsible for the cost of any repair or replacement of any part, Software or Product, together with all shipping charges related to such repair or replacement. All charges shall be estimated and prepaid by Purchaser to FARO prior to commencement of repairs.
 4 07 FARO may authorize the manufacturer of a component of Product to perform any Warranty service.
 4 08 Purchaser's sole and exclusive remedy, and FARO's sole and exclusive liability hereunder, with respect to breach of warranty relating to any Product, consists of the obligation to repair, adjust or replace Product as provided in Section 4 04.
- 4 09 DISCLAIMER OF WARRANTIES: THE WARRANTIES SPECIFIED IN THIS SECTION 4 00 ARE THE COMPLETE WARRANTIES BETWEEN FARO AND PURCHASER. THEY SUPERSEDE ALL PROPOSALS, PROMOTIONS, ADVERTISEMENTS, REPRESENTATIONS OR PRIOR WARRANTIES, VERBAL OR WRITTEN, AND ANY COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THESE WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN THIS SECTION 4 00, FARO EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, CORRESPONDENCE WITH DESCRIPTION OR QUALITY, AND NON-INFRINGEMENT.

4 10 FARO does not authorize any person (whether natural or corporate) to assume for FARO any liability in connection with or with respect to Product. No agent or employee of FARO has any authority to make any representation or promise on behalf of FARO, except as expressly set forth herein or in the Order, or to modify the terms or limitations of the Warranties. No verbal statements shall be binding upon FARO.

4 11 The Warranties extend only to Purchaser and are transferable by Purchaser only under the following conditions:

1. Product is currently within the Warranty Period,
2. The new owner is, or becomes, a Certified User,
3. A FARO warranty transfer form is completed and submitted to FARO Customer Service.

4 12 All claims under the Warranties must originate with Purchaser, or any subsequent owner that becomes a Certified User, and Purchaser will indemnify, defend and hold FARO harmless from any and all claims, liabilities, damages, costs and expenses for breach of warranty asserted against FARO by any third party.

4 13 PURCHASER ACKNOWLEDGES THAT IT HAS PURCHASED PRODUCT BASED UPON ITS OWN KNOWLEDGE OF THE USES TO WHICH PRODUCT WILL BE PUT, FARO SPECIFICALLY DISCLAIMS ANY WARRANTY OR LIABILITY RELATED TO THE FITNESS OF PRODUCT FOR ANY PARTICULAR PURPOSE OR ARISING FROM THE INABILITY OF PURCHASER TO USE PRODUCT FOR ANY PARTICULAR PURPOSE.

4 14 FARO is an equal opportunity employer. All candidates for employment will be considered without regard to race, color, religion, sex, national origin, physical or mental disability, veteran status, or any other basis protected by applicable federal, state or local law.

5 00 Limitations of Liability

5 01 In no case shall FARO be liable for any indirect, special, incidental, punitive or consequential damages arising from any cause whatsoever, whether based in contract, tort (including without limitation negligence), strict product liability or any other theory of law (including without limitation theories of equitable relief), including, but not limited to, injury to or death of any operator or other person, damage or loss resulting from inability to use Product, increased operating costs, loss of production, loss of profits or revenues, loss of software or data, any cost or expense of providing substitute product or software during periods of, or resulting from, malfunction, non-use or maintenance or repair (except as provided in Section 4.06(b)), or damage to property. The disclaimer of liability for indirect, special, incidental, punitive and consequential damages extends to any damages which may be suffered by third parties, including without limitation, caused directly or indirectly resulting from test results or data produced by Product or any component thereof, and Purchaser agrees to indemnify and save FARO harmless from any such claims made by third parties.

5 02 FARO's maximum aggregate liability arising out of or relating to any Product from any cause whatsoever, whether based in contract, tort (including without limitation negligence), strict product liability or any other theory of law shall not exceed the Purchase Price received by FARO for the Product to which such liability relates. In all cases, FARO's maximum aggregate liability arising out of or relating to an Order shall not exceed the aggregate amounts paid by Purchaser to FARO under such Order.

5 03 The limitations of liability in this Section apply even if FARO had notice of the possibility of damages and even if any exclusive remedies fail of their essential purpose. Purchaser acknowledges that FARO has set its pricing in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth in these terms and conditions, and that the same form an essential basis of the bargain between the parties.

6 00 Design Changes

6 01 Product is subject to changes in design, manufacture and programming between the date of the Order and the actual delivery date.

6 02 FARO reserves the right to implement such changes without Purchaser's consent. Notwithstanding the foregoing, nothing contained herein shall be construed as obligating FARO to include such changes in Product provided to Purchaser.

7 00 Intellectual Property

7 01 As between FARO and Purchaser, FARO owns all ownership in all FARO Intellectual Property, and Purchaser shall not own or acquire any right, title or interest in any FARO Intellectual Property. FARO grants Purchaser only a limited, non-exclusive, non-transferable license to use any Software in object code form only and, unless otherwise set forth in an Order or approved in writing by FARO, only with Product in which such Software is installed or embedded.

7 02 Purchaser acknowledges and agrees that the Software contains trade secrets, and confidential and proprietary information, of FARO, and shall maintain all Software as confidential and proprietary information of FARO, and shall use no less than the same degree of care to avoid misuse or improper disclosure of the trade secrets, and confidential and proprietary information, than Purchaser uses with respect to its own similar information, which shall be no less than a reasonable degree of care. Purchaser shall not, in whole or in part, reproduce or duplicate (other than that which is necessary and incidental to the ordinary use of the Software in compliance with these terms and conditions, or for purpose of making one (1) archival or back-up copy of the Software), alter, modify, disassemble, reverse assemble, decompile, reverse compile, reverse engineer, sell, transfer, assign, sublicense, lease, rent or use in connection with a service bureau or to provide services to others, in any manner the Software, in whole or in part, or permit access to or use thereof by any third party.

7 03 Purchaser acknowledges that any unauthorized use of the Software, or any right therein, will result in irreparable harm to FARO, and that FARO shall be entitled to damages, lost profits, attorney's fees, costs, expenses, and injunctive relief, including without limitation temporary restraining orders, preliminary injunctions and permanent injunctions from any such unauthorized use.

7 04 Purchaser shall forthwith execute any further assurances in the form of non-disclosure or licensing agreements which may reasonably be required by FARO in connection with the Software.

8 00 Indemnification

Purchaser will defend, indemnify and hold harmless FARO against all claims, losses, liabilities, damages, costs and expenses either (a) on account of any damage to property or injury or death of persons caused by or arising out of Purchaser's (and/or any of Purchaser's employee's, agent's, affiliate's and customer's) distribution, storage, handling, use, or disposal of Product or caused by or (b) arising out of: (i) any breach of contract by Purchaser, (ii) any acts or omissions of Purchaser (and/or any of Purchaser's employees, agents, affiliates and customers), or (iii) any willful misconduct or any violation by Purchaser (and/or by any of Purchaser's employees, agents, affiliates and customers) of any applicable law, rule or regulation.

9 00 Force Majeure/ Entire Agreement / Governing Law / Miscellaneous

9 01 FARO shall not be liable for any loss, damage, detention or delay due directly or indirectly to any cause beyond FARO's control (a "Force Majeure Event"), including without limitation, compliance with any rules, regulations, orders or instructions of any federal, state, county, municipal or other government or any department or agency thereof, acts of god, acts or omissions of Purchaser, acts of civil or military authorities, fires, floods, embargoes, war or insurrection, labor interruption through strike or walkout, transportation delays, or inability or difficulties in obtaining necessary labor, manufacturing facilities, materials or transportation from its usual sources.

9 02 These terms and conditions and the Order into which they are incorporated by reference constitute the entire agreement between FARO and Purchaser in respect to Product subject to such Order. There are no representations or warranties by FARO, express or implied, except for those contained herein, and these terms and conditions supersede and replace any proposals, quotations, or agreements, whether oral or written, between FARO and Purchaser with respect to such Order.

9 03 No representative of FARO has any authority to modify, alter, delete or add to any of the terms or conditions hereof. Any such modifications shall be void and of no force and effect.

9 04 The terms and conditions hereof shall be governed by and construed in accordance with the laws of the State of Florida, United States of America, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof. Purchaser and FARO agree that the sole and exclusive jurisdiction and venue for purposes of any and all lawsuits, disputes, causes of action, arbitrations or mediations shall be in either (a) the United States District Court for the Middle District of Florida, Orlando Division, or (b) the Business Court of the Ninth Judicial Circuit Court of Orange County, Florida.

9 05 These conditions shall not be construed more strictly against one party than another as a result of one party having drafted said instrument.

9 06 If any provision of these terms and conditions or the Order is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of these terms and conditions and the Order shall remain in full force and effect. Any provision of these terms and conditions or the Order held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

9 07 FARO AND PURCHASER HEREBY IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF, UNDER OR IN CONNECTION WITH THE ORDER OR THESE TERMS AND CONDITIONS, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENT OR ACTION RELATED THERETO OR HERETO.

9 08 Any claim, action, suit or other proceeding initiated by Purchaser in connection with any Product must be brought within one year after delivery to Purchaser of the applicable Product to which such claim, action, suit or other proceeding relates.

9 09 Purchaser shall not export or re-export any Product in violation of applicable law, rules or regulations.

10 00 Definitions

10 01 "Certified User" means any person who has completed at full session of product-specific training for Product.

10 02 "FARO" means FARO Technologies, Inc.

10 03 "FARO Intellectual Property" means all intellectual property rights relating to any Product, including without limitation, patents, copyrights, trademarks, trade secrets, and know-how, and any derivative works, improvements, modifications, repairs, maintenance, enhancements and updates of any Product.

10 04 "Purchaser" means the party buying Product and who is legally obligated under the Order.

10 05 "Software" means all computer programs, disk drive directory organization and content, including without limitation the devices containing such computer programs disk drive directory organization and content, sold pursuant to the Order.

10 06 "Purchase Price" means the agreed-upon price of Product set forth in the Order.

10 07 "Third Party Product" shall mean any equipment, products, Software or services of a third party that FARO sells or makes available to Purchaser under an Order.



QUOTE

5870 Tennyson Street, Arvada, Colorado 80003
303-427-5700 | Fax 303-427-5725 | sales@wanco.com

FOR: Theresa "Terry" Basden
Staff Support Specialist III
Accounts Payable/Purchasing Coordinator
Greenville Police Department
City of Greenville, NC
252-329-4323

QUOTE NO.:
TODAY'S DATE: 2/17/2017
QUOTE EXPIRES:

WANCO CONTACT	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	DUE DATE
Jeff Hilliard	Flat Bed	FOB Denver	TBD	Net 30	TBD

SPECIAL INSTRUCTIONS

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	WVT3-PD	Wanco mini 3 line board, 96"X55" cabinet size, NTCIP compliant, hand crank tower, 2" ball hitch, 4-6V batteries, 130 watt solar panel, 15 AMP on-board charger, blue and white body assembly	\$14,500	\$14,500
1	Radar	Radar option	\$900	\$900
1	Data	Counts and logs traffic	\$1,600	\$1,600
			SUBTOTAL	\$17,000
			FREIGHT	\$0
			TOTAL	\$17,000

To ensure prompt processing of your accepted quotation, please sign below and return this form to your Customer Service Representative.

I hereby accept this quotation: _____
Signed _____ Date _____

Please print name: _____ PO or Ref. # _____

Quotation prepared by: Jeff Hilliard _____ Item # 11

MPH Industries
316 East 9th. St. - Owensboro, KY 42303
866-629-9250
Fax 270-685-6288
klconrad@mphindustries.com

QUOTE

Date	Quote Number
02/20/17	AAAQ20703

Sold To: Greenville Police Department
Tina Oxendine
500 S. Greene Street
Greenville, NC 27835

Ship To: Greenville Police Department
Tina Oxendine
500 S. Greene Street
Greenville, NC 27835

Email: poxendine@greenvillenc.gov
Phone: (252)329-4152
Fax:

Phone: (252)329-4152
Fax:

On Behalf of MPH Industries I am pleased to present the following quotation for your consideration.
MPH is Proud to be an " American Made Product Company "

Terms	Rep	P.O. Number
N30	Toni	

Qty	Description	Unit Price	Ext. Price
1	Speed Patrol 18" Trailer Includes Weatherproof Display with Lexan Impact-Resistant Window and 2 Digit, 18 in high Red or Amber LED's Approach-Only K-Band Radar, Automatic Dimming for better night viewing, One 12V battery with charger, 1 Screw-type Jack and 2 Adjustable Stabilizer Jacks, 14in tires and leaf-spring suspension, 2 in ball hitch on a fixed tongue, 2 in. square tube frame with lockable storage box, white graffiti-resistant powdered coating, 2 yr limited factory warranty on radar and display, 1 yr warranty on trailer components and Operators Manual.	\$5,921.00	\$5,921.00
	** Optional Equipment Below Not Included in Above Trailer Package **		
1	SpeedView Traffic Data Collections Computer	\$833.00	\$833.00
1	20 Watt Solar Panel	\$495.00	\$495.00
0	Additional Stan Batteries w/cables	\$202.00	\$0.00
0	Motion Detector Alarm	\$145.00	\$0.00
0	Timer(12V, 24hr)	\$80.00	\$0.00
0	New Style LED Strobes (Red, White, Blue, Amber) Mix or Match Pairs	\$463.00	\$0.00
0	Each Individual Numerical Speed Limit Signs	\$55.00	\$0.00
1	Set of Numerical Speed Limit Signs	\$225.00	\$225.00

Qty	Description	Unit Price	Ext. Price
		SubTotal	\$7,474.00
		Sales Tax	\$523.18
		Shipping	\$350.00
		Total	\$8,347.18

If we can be of further service to you please do not hesitate to contact me.

Kelly Conrad
MPH District Sales Manager
klconrad@mphindustries.com
Cell 270-313-6980

TASER International

Protect Life. Protect Truth.

17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737
Fax:

David Anderson
(252) 329-4300
danderson@greenvillenc.gov



Quotation

Quote: Q-105533-1
Date: 3/7/2017 1:15 PM
Quote Expiration: 7/28/2017
Contract Start Date*: 3/7/2017
Contract Term: 1 year

AX Account Number:
109215

Bill To:
Greenville Police Department - NC
500 S. GREENE STREET
GREENVILLE, NC 27858
US

Ship To:
David Anderson
Greenville Police Department - NC
500 S. GREENE STREET
GREENVILLE, NC 27858
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Matt Deane		mdeane@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Hardware

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
35	11003	HANDLE, YELLOW, CLASS III, X26P	USD 964.05	USD 33,741.75	USD 0.00	USD 33,741.75
35	11501	HOLSTER, BLACKHAWK, RIGHT, X26P	USD 57.04	USD 1,996.40	USD 0.00	USD 1,996.40
35	22011	APPM, BATTERY PACK, AUTO SHUT OFF, X2/X26P	USD 70.54	USD 2,468.90	USD 0.00	USD 2,468.90
Hardware Total Before Discounts:						USD 38,207.05
Hardware Net Amount Due:						USD 38,207.05

Subtotal	USD 38,207.05
Estimated Shipping & Handling Cost	USD 458.48
Estimated Tax	USD 2,674.49
Grand Total	USD 41,340.02

TASER International, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's Master Services and Purchasing Agreement posted at www.taser.com/legal. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature: _____	Date: _____
Name (Print): _____	Title: _____
PO# (if needed): _____	

Quote: Q-105533-1

Please sign and email to Matt Deane at mdeane@taser.com or fax to

THANK YOU FOR YOUR BUSINESS!

'Protect Life' and © are trademarks of TASER International, Inc., and TASER® is a registered trademark of TASER International, Inc., registered in the U.S.
© 2013 TASER International, Inc. All rights reserved.



Protecting Our Nation's Defenders™

10 Betnr Industrial Drive – Pittsfield, MA 01201
PH (413) 443-7359 – FAX (413) 445-7865

Quotation 13224B

Quotation Date: January 19, 2017
Lenco Tax ID#: 04-2719777

GRLNC Greenville Police Department 500 S Greene St. Greenville, NC 27834	F.O.B.: Greenville, NC
	Ship Via: Common Carrier
	Payment Terms: Net 30 Days
	Estimated Completion: 210 - 240 Days ARO
Inspection & Acceptance: At Lenco's Facility, Pittsfield, MA	

Terms and Conditions: 1) Transfer of Vehicle Certificate of Origin to New Owner Done Upon Receipt of Payment in Full. 2) Lenco Does Not Collect Tax or Register Vehicles with DMV. 3) Cooperative Purchasing available under Lenco's GSA Contract# GS-07F-169DA or the 1122 Program. 4) Acceptance of this Quotation or entering into a purchase agreement with Lenco, the purchaser agrees to Lenco's full Terms and Conditions of Sale, available upon request.

Item:	Product #	Commercial	Net Price
Lenco BearCat (4WD, Rotating Hatch; Counter Balanced)	BC55003	\$209,255.79	\$198,793.00
US State Department Armor Level E			
Options:			
Diesel Engine, 6.7L Turbo	BCDLEN	8,557.89	8,130.00
Rear A/C - Heating System: Auxiliary	BCAC	2,014.74	1,914.00
Extreme Heat Reducing Insulation & Sound Reduction Pkg	BCEXHT	2,151.58	2,044.00
22.5" Tire and Wheel Upgrade	BCTWU	9,263.16	8,800.00
Ballistic Skip Round Shield (2)	BCBSRS	4,075.78	3,872.00
Front Mounted Receiver with Ram Post and Plate	BCFRAM	4,735.79	4,499.00
Hydraulic Ram Upgrade	BCHYDRAM	5,768.42	5,480.00
Gas Injector Unit	BCGIU	8,653.68	8,221.00
Plasma Rope (2)	BCPLAS2	1,058.94	1,006.00
4-Door Configuration	BC4DR	8,271.58	7,858.00
AC-DC Power Inverter 2k Watt w/ Battery Charge Feature	BCPINV36	5,728.42	5,442.00
Net Savings \$13,476.77		\$269,535.77	\$256,059.00
		FOB Greenville, NC	\$3,500.00
		Total Cost of (1) Lenco BearCat FOB Greenville, NC \$259,559.00	

Specifications Subject to Change PROPRIETARY

WARNING: Information Subject to Export Control Laws
The technical data in this document is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., App. 2401 et seq. and which may not be exported, released or disclosed to non-U.S. persons (i.e. persons who are not U.S. citizens or lawful permanent residents ["green card" holders]) inside or outside the United States, without first obtaining an export license. Violations of these export laws are subject to severe civil, criminal and administrative penalties.

THE WRITTEN APPROVAL OF THE DIRECTORATE OF US DEFENSE TRADE CONTROLS AND LENCO INDUSTRIES, INC. MUST BE OBTAINED BEFORE RESELLING, TRANSFERRING, TRANSSHIPPING, OR DISPOSING OF A DEFENSE ARTICLE TO ANY END USER, END USE OR DESTINATION OTHER THAN AS STATED ON THIS LENCO QUOTE OR THE SHIPPER'S EXPORT DECLARATION IN CASES WHERE AN EXEMPTION IS CLAIMED UNDER THIS SUBCHAPTER ITAR 123.9(A).

WE ARE PLEASED TO SUBMIT THE ABOVE QUOTATION FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS QUOTATION IS VALID FOR 30 DAYS. THEREAFTER, IT IS SUBJECT TO CHANGE WITHOUT NOTICE.

ACCEPTANCE OF PROPOSAL – The above prices are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature: _____

Please sign and return

Authorized Signature: 
James J. Massery

LENCO INDUSTRIES, INC.

Thank You



PITT COUNTY, NORTH CAROLINA
OFFICE OF THE SHERIFF
NEIL ELKS, SHERIFF

Chief Mark Holtzman
Greenville Police Department
PO Box 7207
Greenville, NC 27835

Re: Purchase of an Armored Rescue Vehicle

Dear Chief Holtzman:

I am writing in support of the purchase and partnership in use of an armored rescue vehicle for the Greenville Police Department. I share your vision for providing our community and law enforcement officers with the safety equipment needed to both rescue someone in harm's way and to provide the highest level of protection to our law enforcement community in Pitt County.

I recognize the issues surrounding the purchase of an armored vehicle for use by our law enforcement agencies and agree to work within the guidelines we will develop to ensure it is used in a manner that will not undermine the relationship our law enforcement officers have with our community. As such, I wish to pledge \$20,000.00 toward the purchase of the armored rescue vehicle.

Sincerely,

Neil Elks, Sheriff

MAILING ADDRESS
POST OFFICE BOX 528
GREENVILLE, NORTH CAROLINA 27858

OFFICE: (252) 902-2800
FAX: (252) 830-4166

STREET ADDRESS
100 WEST THIRD STREET
GREENVILLE, NORTH CAROLINA 27858

500 S. Greene Street
Greenville, NC 27834



Mark Holtzman
Chief of Police

March 29, 2017

Barry Stanley
Chief of Police
Ayden, NC Police Department
4144 West Avenue
Ayden, NC 28513

To whom it may concern:

The Greenville Police Department is exploring the purchase a Lenco Bearcat armored rescue vehicle. The Bearcat has been proven on numerous occasions to be a life-saving resource during crisis situations. In support of the Pitt County Mutual Aid Agreement, the Greenville Police Department has responded to each town or jurisdiction within Pitt County when requested. As a regional responder, we will continue to support each jurisdiction when requested for critical incidents. The availability of an armored rescue vehicle will only improve the police services provided throughout Pitt County and the surrounding region. The Greenville Police Department is not seeking funding from any of its regional partners; however, we are seeking support from those communities that we would assist in times of crisis. As a signatory of this letter, I recognize the importance of having immediate access to an armored rescue vehicle and support the purchase as part of the ongoing effort to improve the emergency capabilities available in Pitt County.

A handwritten signature in black ink, appearing to read 'Barry Stanley'. The signature is written in a cursive style with a large, sweeping flourish at the end.

Chief of Police
Ayden, NC Police Department

500 S. Greene Street
Greenville, NC 27834



Mark Holtzman
Chief of Police

March 29, 2017

Bryan P. Cauley
Chief of Police
Grifton, NC Police Department
6881 South Highland Avenue
Grifton, NC 28530

To whom it may concern:

The Greenville Police Department is exploring the purchase a Lenco Bearcat armored rescue vehicle. The Bearcat has been proven on numerous occasions to be a life-saving resource during crisis situations. In support of the Pitt County Mutual Aid Agreement, the Greenville Police Department has responded to each town or jurisdiction within Pitt County when requested. As a regional responder, we will continue to support each jurisdiction when requested for critical incidents. The availability of an armored rescue vehicle will only improve the police services provided throughout Pitt County and the surrounding region. The Greenville Police Department is not seeking funding from any of its regional partners; however, we are seeking support from those communities that we would assist in times of crisis. As a signatory of this letter, I recognize the importance of having immediate access to an armored rescue vehicle and support the purchase as part of the ongoing effort to improve the emergency capabilities available in Pitt County.

A handwritten signature in black ink, appearing to read 'Bryan P. Cauley', written over a horizontal line.

Chief of Police
Grifton, NC Police Department

500 S. Greene Street
Greenville, NC 27834



Mark Holtzman
Chief of Police

December 2, 2016

Donnie Greene
Chief of Police
Farmville, NC Police Department
3672 North Main Street
Farmville, NC 27828

To whom it may concern:

The Greenville Police Department is exploring the purchase a Lenco Bearcat armored rescue vehicle. The Bearcat has been proven on numerous occasions to be a life-saving resource during crisis situations. In support of the Pitt County Mutual Aid Agreement, the Greenville Police Department has responded to each town or jurisdiction within Pitt County when requested. As a regional responder, we will continue to support each jurisdiction when requested for critical incidents. The availability of an armored rescue vehicle will only improve the police services provided throughout Pitt County and the surrounding region. The Greenville Police Department is not seeking funding from any of its regional partners; however, we are seeking support from those communities that we would assist in times of crisis. As a signatory of this letter, I recognize the importance of having immediate access to an armored rescue vehicle and support the purchase as part of the ongoing effort to improve the emergency capabilities available in Pitt County.

A handwritten signature in black ink, appearing to read 'Donnie Greene'. The signature is fluid and cursive, written over a horizontal line.

Chief of Police
Farmville, NC Police Department

500 S. Greene Street
Greenville, NC 27834



Mark Holtzman
Chief of Police

December 2, 2016

Ryan Willhite
Chief of Police
Winterville, NC Police Department
2571 Railroad Street
Winterville, NC 28590

To whom it may concern:

The Greenville Police Department is exploring the purchase a Lenco Bearcat armored rescue vehicle. The Bearcat has been proven on numerous occasions to be a life-saving resource during crisis situations. In support of the Pitt County Mutual Aid Agreement, the Greenville Police Department has responded to each town or jurisdiction within Pitt County when requested. As a regional responder, we will continue to support each jurisdiction when requested for critical incidents. The availability of an armored rescue vehicle will only improve the police services provided throughout Pitt County and the surrounding region. The Greenville Police Department is not seeking funding from any of its regional partners; however, we are seeking support from those communities that we would assist in times of crisis. As a signatory of this letter, I recognize the importance of having immediate access to an armored rescue vehicle and support the purchase as part of the ongoing effort to improve the emergency capabilities available in Pitt County.

A handwritten signature in black ink, appearing to read 'Ryan C. Willhite', written over a horizontal line.

Chief of Police
Winterville, NC Police Department





City of Greenville, North Carolina

Meeting Date: 6/5/2017
Time: 6:00 PM

Title of Item: Dormitory-Style Student Housing - Approach to Public Input and Solicitation for Consultant

Explanation: **Abstract:** At their May 8, 2017 meeting, City Council directed staff to (1) look into potential vendors to conduct a study on dormitory-style student housing and report back to Council in June, and (2) begin a public input process.

Explanation: Recent rezoning requests to allow various types of student housing projects have generated much discussion among Council Members and throughout the community. There have been specific areas of concern regarding the number and location of dormitory-style student housing complexes that are developed within and outside of the core ECU campus area. Before proposed amendments are promulgated to amend the zoning map, table of uses or zoning ordinance text, Council asked staff to research the cost to have a study commissioned that would determine whether or not the market for dormitory-style student housing is currently overbuilt or will be saturated after programmed projects in various stages of review and construction are completed. Consensus by Council discussion was also to solicit public input regarding the current status of student housing.

1. Consultant. During the May 8, 2017 Council meeting, staff presented a summary of a study commissioned for the City of Auburn, Alabama, that addresses similar concerns as Greenville in Auburn around the University of Auburn and throughout the city. Staff contacted both Auburn's City staff and the real estate research consultant Auburn used and determined the initial 2013 study had a professional fee of \$14,500. Staff recommends Council approve a contract price for a similar study in Greenville for a not-to-exceed fee of \$20,000. Attached is a draft Request for Qualifications that includes a scope of services similar to the report prepared for the City of Auburn, Alabama.

2. Public Input. To gather input by the public, as recommended by City Council, staff recommends one public input session during a weekday in City Hall's 3rd floor gallery in June; one public input session in the evening in City

Hall's 3rd floor gallery in June; a public input item during a scheduled public hearing of the Planning and Zoning Commission on July 18; and an online survey on the City of Greenville website throughout the months of July and August. The scope of services for the real estate research consultant will also include a public input session in early September.

Fiscal Note:

The estimated consultant fee is \$20,000, which is not in the City's current budget. Attached is a DRAFT Request for Qualifications that includes a recommended scope of services. If Council approves this outline, dates will be firmed up in the draft RFQ.

Recommendation:

Seek direction from City Council to (1) authorize the City to issue a Request for Qualifications to commission a student and market-rate housing analysis to determine whether the market is or will become saturated based on existing and programmed dormitory-style student housing projects and (2) approve a series of public input sessions as outlined above.

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

Attachments / click to download

 [Student and Market Rate Apartment Housing Analysis RFQ 1052451](#)



DRAFT #2, 5/26/2017

**Community Development Department
Request for Qualifications (RFQ)**

Date of Issue: _____

Due Date: _____

Student and Market-Rate Apartment Housing Analysis

Through this RFQ the City of Greenville is soliciting Requests for Qualifications from Real Estate Research and Consulting firms to prepare a student and market-rate housing analysis in the City of Greenville, NC.

Contact Information:

City of Greenville
Financial Services/Purchasing
Attention: Denisha Harris, Purchasing Manager
Post Office Box 7207
201 West Fifth Street
Greenville, NC 27835-7207
dharris@greenvillenc.gov

REQUEST FOR QUALIFICATIONS

CITY OF GREENVILLE, NORTH CAROLINA STUDENT AND MARKET-RATE APARTMENT HOUSING ANALYSIS

1.0 Introduction

The City of Greenville, North Carolina, is seeking a qualified and experienced real estate research consultant to assist in conducting and preparing a student and market rate apartment housing analysis in the City of Greenville to ascertain whether the supply of private dormitory developments, existing and approved for construction, have saturated or will saturate the housing market.

2.0 Project Scope and Budget

PROJECT SCOPE: Responders must prepare a preliminary scope of work and project schedule to achieve the following requirements. A preliminary scope of work must be included in the overall response. The City and the selected consultant will determine the final scope of work following selection. The selected consultant will, at a minimum:

1. Develop a timeline for the completion of the Housing Analysis, with clear deadlines and specific action items identified for each task or phase identified in the scope.
2. Establish and implement a community outreach and information strategy to ensure appropriate resident, business and City staff involvement is present throughout the research process. The public outreach efforts will help to establish and prioritize goals and strategies to meet the community's vision.
3. Prepare for and present preliminary and final report findings to the Planning and Zoning Commission and City Council for public input.
4. Facilitate meetings and calls with City staff to provide progress and solicit input. Meetings are expected to be held at an average of one meeting every six months throughout the planning and adoption process.
5. The scope of the housing study shall include a complete analysis of the rental market for students with a minimum of the following considerations: a field survey of modern apartments; an analysis of area housing; profile data; an analysis of the area economy; a demographic analysis; and recommendations for development.
 - a. **Field Survey:** Conduct a survey of modern apartments includes a cross-analysis of vacancies by rents, a survey of unit and project amenities, and a rent/value analysis.

- b. Area Housing Analysis: Conduct an analysis of housing demand that includes a study of support by both growth and internal mobility. Analyze existing housing using the most recent census material.
- c. Profile Data: Conduct case studies of student-oriented housing projects at universities and colleges throughout the country. This information, which included questions regarding unit size and features, project amenities, roommate preferences, rent, student profiles, and residing characteristics, is incorporated into the analysis and report.
- d. University Profile: Conduct interviews with East Carolina University officials and reviewed student demographic information while completing a university profile. The profile includes general information, housing characteristics, enrollment, a profile of the student body, tuition and fees, available transportation, and review of area attractions.
- e. Economic Analysis: Major employers, utilities, banks, savings and loans, and media that serve the area should be listed in the study. The information should be used to create a map showing school, shopping, and employment areas in relation to the University.
- f. Demographic Analysis: The study includes an analysis of demographic characteristics of the student population and identifies any trends that may impact the development of student housing at the subject site. Enrollment trends have also been evaluated.
- g. Key Interviews: Interviews regarding the perception of housing, recent development trends, planned and proposed developments and local conditions were conducted with city and county officials, area property owners and developers, major employers and human resource directors, major institutions such as schools and hospitals and real estate professionals.
- h. Case Study of Universities: Colleges and universities in the south/southeast United States were identified for comparison of key indicators and ratios impacting student housing in Greenville.

PROJECT BUDGET: The City's budget for the Housing Analysis is \$20,000.

3.0 Submittal Requirements

- 1. Interested firms shall limit their proposal to a maximum of 10 pages and are required to submit the following information:
- 2. A letter of interest.

3. An organization chart of the project team including identification of project manager, professional support staff, principal in charge, and known sub-consultant/contractor relationships.
4. Statements of qualifications and resumes for project team members with specific mention of related projects including specific knowledge and experience.
5. A proposed scope of services and timeline to complete the project.
6. A demonstrated record of completing similar projects on schedule and within budget.
7. A list of three references and contacts from past or current client relationships involving similar projects.

4.0 Submittal Timeline

Interested firms shall deliver one original hardcopy and four electronic (CD or flash drive) submittal packages in a sealed enclosure bearing the name and address of the firm and the project name. Submittals must be received by the Purchasing Manager no later than 4:00 p.m. on _____ at the following address. Responses may be hand delivered, mailed or delivered via courier. Faxes and e-mails are not accepted and qualification statements received after the deadline will not be considered.

City of Greenville
Financial Services/Purchasing
Attention: Denisha Harris, Purchasing Manager
Post Office Box 7207
201 West Fifth Street
Greenville, NC 27835-7207

5.0 Criteria for Selection

The evaluation of the proposals for these services will be based on the following considerations and their respective weights for the services listed in the scope of work:

- 30% Experience in providing professional real estate research services.
- 25% Education and experience of professional personnel including sub-consultants, if applicable.
- 25% Past performance on similar type of projects of comparable sized cities.

20% The commitment of the firm, its key project members and proposed sub-consultants to provide requested services in accordance with City of Greenville plans and schedules.

The City of Greenville may choose to short list firms for interview, if determined necessary. The presentations and interviews, if applicable, would be held in (July of 2017). The City will notify applicants of their status in the selection process by (End of July 2017).

Based on an evaluation of all materials and the potential interview process, the City will identify the most qualified firm by (August of 2017) and pursue the development of an agreement covering the scope of services, fees, timetable, performance standards, etc. If an agreement cannot be reached, staff will consider another firm.

Once completed, the agreement will be delivered to the City Manager for execution.

6.0 Miscellaneous Provisions

1. Ownership of Proposals. Upon delivery, all RFQ's will become the property of the City of Greenville.
2. Public Disclosure of All Proposals. All proposals received in response to this RFQ shall become the property of the City. All proposals shall become a matter of public record, and shall be regarded as public records.
3. Reasonable Inquiry. The City may conduct any reasonable inquiry to determine the responsibility of the proposer. The submission of a proposal constitutes permission by the proposer for the City to verify all information contained therein. If the City deems it necessary, additional information may be requested from any proposer. Failure to comply with any such request may disqualify a proposer from consideration.

7.0 Minority and/or Women Business Enterprise (M/WBE) Program

It is the policy of the City of Greenville to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchase, and professional and personal service contracts. In accordance with this policy, the City has adopted a Minority and Women Business Enterprise (M/WBE) Plan and subsequent program, outlining verifiable goals.

The City has established a 4% Minority Business Enterprise (MBE) and 4% Women Business Enterprise (WBE) goal for the participation of M/WBE firms in supplying goods and services for the completion of this project. All firms submitting qualifications and/or proposals agree to utilize minority and women owned firms whenever possible.

8.0 Equal Employment Opportunity Clause

The City has adopted an Equal Employment Opportunity Clause, which is incorporated into all specifications, purchase orders, and contracts, whereby a vendor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin or ancestry. A copy of this clause may be obtained at the City Clerk's Office, City Hall, Greenville, NC. By submitting qualifications and/or proposals, the firm is attesting that they are an Equal Opportunity Employer.

Federal law (Rehabilitation Act and ADA) prohibits handicapped discrimination by all governmental units. By submitting a proposal, the vendor is attesting to its policy of nondiscrimination regarding the handicapped.

9.0 City of Greenville Local Preference Policy

It is the policy of the City of Greenville to ensure the best overall value in the procurement of goods and services and to support the City's economic development. Therefore, the City of Greenville has adopted a Local Preference Policy which provides a preference to eligible local bidders in the awarding of certain city contracts.

In accordance with the City's Local Preference Policy, being local is a factor to be considered in determining the qualifications of the entity or person submitting a proposal. A copy of the City's local preference policy can be found at <http://www.greenvillenc.gov/government/financial-services/purchasing>

Questions regarding the City's Local Preference Policy should be directed to the Purchasing Division of the City of Greenville at (252) 329-4664.

10.0 Acceptance/Rejection of Proposals

The City of Greenville reserves the right to award to the Firm who will best serve the interests of the City. The City also reserves the right to waive minor variations in the specifications and in the bidding process, as well as to accept in whole or in part such proposal(s) where it deems it advisable in protection of the best interests of the City. The City further reserves the right to accept or reject any or all proposals, and to award or not award a contract based on this proposal.

11.0 E-Verify

The firm submitting a proposal shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the firm utilizes a sub consultant, the firm shall require the sub consultant to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The firm represents that the firm and its sub consultants are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

12.0 Iran Divestment Act

The firm submitting a proposal certifies that it is not on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. The firm will not utilize on the contract any sub consultant that is listed on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58.

13.0 Questions

Questions regarding this Request for Qualifications shall be submitted in writing by (July 2017) to:

City of Greenville
Financial Services/Purchasing
Attention: Denisha Harris, Purchasing Manager
Post Office Box 7207
201 West Fifth Street
Greenville, NC 27835-7207
Email: dharris@greenvillenc.gov

Refer to the City of Greenville Purchasing Department website for posted questions and answers associated with this Request for Qualifications at the following address:
<http://www.greenvillenc.gov/government/financial-services/purchasing-division/current-bid-opportunities>



City of Greenville, North Carolina

Meeting Date: 6/5/2017
Time: 6:00 PM

Title of Item: Amended Expenditures from North Carolina Department of Commerce
Downtown Revitalization Grant Funds

Explanation: **Abstract:** In September of 2016, the City Council accepted a \$94,340 downtown revitalization grant from the Rural Economic Development Division of the North Carolina Department of Commerce. The City intended to use these funds to pay Development Finance Initiative (DFI). Due to cost savings on the Imperial site brownfields cleanup, \$61,840 of the \$94,240 grant is available for downtown revitalization projects. The original deadline to spend these funds was March 31, 2017; however, the State extended the deadline for one year. On March 2, 2017, staff received input from the Redevelopment Commission concerning how to spend the additional funds. Staff is seeking City Council approval to spend the money on the projects listed herein.

Explanation: In September of 2016, the City Council accepted a \$94,340 downtown revitalization grant from the Rural Economic Development Division of the North Carolina Department of Commerce. The City of Greenville's grant application stated the City intended to use these funds to pay for Imperial site redevelopment planning and related items. With funding in place, the City hired the Development Finance Initiative (DFI) of the UNC School of Government for services in the amount of \$94,000 (plus a 1.5 percent commission). The flat fee included urban design services that were to be completed by a subcontractor.

To expedite the project, the City agreed to hire the urban design firm – J. Davis – directly in the amount of \$24,000, while paying DFI's \$70,000 flat fee separately. Cost savings on the Imperial site brownfields cleanup enabled the City to pay DFI using U.S. Environmental Protection Agency brownfields grant funds. The City used part of the \$94,340 revitalization grant to pay for three other Imperial site redevelopment items: J. Davis (\$24,000), Duncklee & Dunham (\$5,000) to complete environmental consulting services for the Imperial site, and a fence (\$3,500) to protect two historic properties on the site. That leaves \$61,840 for other downtown revitalization items. Eligible expenses under

this grant program include:

- Planning costs that will produce a final plan for physical improvements, including architectural and engineering design;
- Streetscape design and implementation;
- Public infrastructure including water, sewer, electric, lighting, sidewalk, traffic, road and/or digital infrastructure improvements;
- Façade or building improvements;
- Wayfinding signage; or
- Art or cultural installations.

The original deadline to expend these funds was March 31, 2017. When the additional \$61,840 in grant funds became available, OED staff met with other City departments and Uptown stakeholders to gather input on program-eligible projects within the Uptown/Dickinson Avenue area, on an expedited basis. Subsequently, the NC Rural Economic Development Division gave municipalities participating in this grant program a one-year extension through March 2018. Among stakeholders and staff, there was consensus to use the grant funds to expedite two high-priority Uptown/Dickinson Avenue projects:

- Uniform, black parking sign poles: to improve wayfinding and streetscape, furthering the City’s goal of decluttering and enhancing signage aesthetics
- Banners: to help “brand” Uptown/Dickinson Avenue districts

Other items that stakeholders and staff considered:

- Public art purchases and/or installations
- An information kiosk on Dickinson Avenue

Given additional time, staff sought input from the Redevelopment Commission (RDC) at its May 2, 2017 meeting. The consensus of the RDC is to use these funds on revitalization projects that are already underway and can be implemented immediately. With that in mind, the RDC agreed that the parking signage poles and banners should be included, but the RDC prefers to spend remaining funds on the Hodges Alley improvement project – which is expected to commence this summer – as opposed to purchasing public art or an information kiosk, two projects which will require additional study and/or a (competitive, open) public selection process.

Based on stakeholder and RDC input, staff recommends that the City use the remaining \$61,480 in Downtown Revitalization Grant funds to support the following projects:

Total grant award	\$94,340
Spent	
Imperial Site	-\$32,500
Current balance	\$61,840

New items:

Hodges Alley	-\$20,000
Parking (signage poles)	-\$31,651
Banners	-\$10,189
Final balance	\$0

Staff is prepared to complete the project items, as outlined above, within the next few months, pending City Council approval.

Fiscal Note:

Acceptance of these grant funds did not require any additional fiscal commitments from the City; this grant required no local match.

Recommendation:

Staff recommends that City Council approve the program outlined herein.

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

Attachments / click to download



City of Greenville, North Carolina

Meeting Date: 6/5/2017
Time: 6:00 PM

Title of Item: Proposed Jobs Creation Grant Program

Explanation: **Abstract:** Staff presented an outline of a proposed Job Creation Grant program to the City Council Economic Development Committee (CCEDC). The CCEDC was satisfied with the proposal and requested that staff seek City Council input prior to finalizing the program Guidelines.

Explanation: The City Council Economic Development Committee (CCEDC) requested staff to develop proposals for additional economic development incentives to better position Greenville to attract and locate jobs-producing projects. At CCEDC's May 10, 2017 meeting, staff presented a proposed Job Creation Grant Program. The CCEDC was satisfied with the proposal and requested that staff seek City Council feedback. After incorporating changes suggested by City Council, staff will schedule a public hearing in August to request City Council approval for the final incentive program.

Staff will discuss the purpose of this incentive program; eligibility requirements; guidelines for which types of economic development projects would automatically be sent to City Council for consideration; the grant amounts that businesses would be eligible to receive; the application process; and a "clawback" provision for the City to recover funds from failing projects.

Fiscal Note: Approval of a Job Creation Grant Program would require initial seed funding of \$60,000. These funds would be re-directed from the Airport Tax Incentive funds within the Economic Development Budget.

Recommendation: Staff requests that City Council provide input on the outlined proposal.

Attachments / click to download

 [Jobs Based Incentive guidelines outline May26](#)

Outline of Proposed Job Creation Grant Program

CITY OF GREENVILLE, NORTH CAROLINA

1). Purpose: to better position Greenville to attract and land competitive economic development projects. The Job Creation Grant will complement the City's existing Capital Investment Grant program as well as the State's economic development incentives. Used prudently, the Job Creation Grant (and the Capital Investment Grant) can help the City to close the deal on competitive economic development projects. Local incentives will not convince a company, or site selector, to take an interest in your market area initially; however, incentives can make a big difference when your city has made it to a company's "short list" for a project.

2). Eligibility: is for businesses seeking to open or expand facilities within Greenville city limits; business activities that will create net new full-time jobs¹ (or FTEs) *with benefits* as a function of producing goods and services locally and/or selling them outside of the Greenville M.S.A. (i.e., create "basic" or "export" jobs) are eligible for the Job Creation Grant.

3.) Guidelines: Projects that meet or exceed the following minimum job-creation thresholds, in addition to meeting basic eligibility requirements, will be submitted to City Council for Job Creation Grant funding consideration:

- A minimum of 10 net new full-time jobs, or FTEs, that pay at least \$25/hour (total employment compensation); or
- A minimum of 30 net new full-time jobs, or FTEs, that pay at least \$11/hour plus benefits; or
- A minimum of 50 net new full-time jobs, of FTEs for any salary/hourly wage but pays benefits

Projects that are receiving State of NC economic development incentives may also receive a Job Creation Grant. Projects that meet the basic eligibility requirements, but do not meet the above thresholds, may also be awarded funding at the discretion of City Council.

4). Grant Awards: Project awards are cash grants, which are paid in three annual installments, over a 36-month grant period. The total amount of grant awards is calculated on the basis of net new jobs created, as outlined below, unless otherwise modified at the discretion of City Council:

- Tier I = \$1,500 per full-time job that provides full benefits (health insurance/medical plan) at any wage level
- Tier II = \$3,000 per full-time job that pays over \$25/hour

¹ Net job creation refers to the net result of all hiring minus voluntary and involuntary separations. Businesses that create new job openings, which are not expected to displace similar positions within the existing local employment base, are creating net new jobs. On the other hand, if a local company, which employs 100 workers, decides to move across town to a new, state-of-the-art facility that enables the company to maintain or increase production while employing only 75 workers, this project would actually result in a net *loss* of 25 jobs for the community (although the project would figure to generate positive economic impacts as well). A more complicated example is when a new company moves into the city, promising to create 50 new jobs, but is expected to put considerable competitive pressure on an existing local company that employs 50 workers; it's unlikely that all 100 employees will still be working two or three years later. In such cases, the City Council might estimate that the new company will really create about 25 net new jobs and award a Job Creation Grant based on that estimate.

If a company creates a combination of Tier I and Tier II jobs, the total grant amount will be determined by combining the subtotals from Tier I and Tier II jobs created, unless modified at the discretion of City Council.

Companies receiving Job Creation Grants shall provide annual reports to the Office of Economic Development demonstrating the total number of full-time employees in the last month of the reporting period and total salary/benefits paid for the entire 12-month period:

- First Annual Report: 12 months from the date of the grant award
- Second Annual Report: 24 months from the date of the grant award
- Third (and Final) Annual Report: 36 months from the date of the grant award

If the company reaches its job creation and wage targets for each reporting period, then the cash grants will be awarded as follows:

- First installment (12th-month) = 1/3 of total grant award
- Second installment (24th-month) = 1/3 of total grant award
- Third installment (36th-month) = 1/3 of total grant award

Once a company has reached all of its job and wage targets after 36 months, it will have received the full amount of the grant award. At the conclusion of the 36th month report and final installment, the grant is closed out.

For an explanation of how grant installments are modified in the event that a company does not reach the agreed upon job and wage targets, see section (7). Clawback Provisions.

5). Examples of “export” industries: when goods and services are produced locally and then sold predominantly outside of the MSA, it brings wealth back into the local economy. Businesses engaged in these activities are creating value-added jobs, whereas non-wealth producing jobs typically recirculate wealth within a community.

1. Manufacturing - heavy, light, or artisanal.
2. Financial services, high-value back-office operations, or other similar value-added service functions that generate a majority of transactions originating outside of eastern NC; may include customer service operations.
3. Corporate or regional headquarters.
4. Digital media/simulation/animation.
5. Research and development. The conducting of research, development or testing for industrial, scientific, medical, or food/drink products.

6). Application Process: businesses interested in applying for either a Job Creation Grant, a Capital Investment Grant, or both programs are requested to submit an application in the form of a letter to the Economic Development Manager (Office of Economic Development). The OED staff will process and review the letter and attachments; work with applicants to provide any additional data that might be pertinent to the application, and then forward the application and OED staff recommendation to the City Manager and City Council Economic Development Committee, respectively, for their consideration. If the CCEDC supports moving forward with the application, staff will submit the application to City Council for approval.

Applicant's letter to the Office of Economic Development should include the following information:

- Name of company
- Description of product produced, production process and/or service provided, and the local project proposed
- Number of new employees at the start of operation and projected jobs 36 months after start of operations
- Anticipated start date of operations
- Average wages to be paid for employees at the start of operation and average estimated wages 36 months after the start of operations
- Annual payroll anticipated at the end of 36 months after the start of operations
- Total investment in land, building and equipment anticipated at the start of operations, and at the end of 36 months after the start of operations

Attachments should include:

- A copy of the company's business plan describing the goals and objectives of the company, current sales, operational costs and employment, and anticipated investments, sales or services, and employment
- Letters of recommendation

7). Clawback Provision: the Job Creation Program Grant agreement shall include provisions for the reimbursement of applicable local incentives if the business fails to achieve established job creation and wage scale obligations.

If a company does not reach the agreed-upon job creation and wage targets at either, or both, of the 12-month and 24-month "interim" reporting periods, the 1/3 annual installment for either, or both, periods will be reduced on a prorated basis; however, if the company subsequently reaches its targets at the final, 36-month period, it will receive the full amount of the award, including any amounts previously discounted from the 1/3 annual installments on a prorated basis.

If a company fails to reach its job and wage targets at the 36th-month reporting period, it will forfeit all of its third installment payment and thus its total effective grant award will equal whatever amounts it had received from the 12- and 24-month installments.

The formula for calculating how much of the 1/3 annual installments will be paid is as follows:

- First, calculate the realized total value of the project to the local employment base over the 36th-month grant period: e.g. Year 1 total employee compensation for all 12-months
- Then use the following equation to determine the clawback amount:

$$\frac{\text{Total salaries + benefits actually paid (Realized Total Project Value)}}{\text{Agreed Upon Total salaries + benefits (Promised 36 month Total Project Value)}} = \% \text{ of the Installment paid}$$

Grant amount awarded - grant amount earned = Installment payment

- The clawback (reimbursement) provision shall be included in the contract agreement
- The City Manager, with the approval of the City Council, may abrogate or modify provisions contained within the contract for the repayment of incentives, other economic development incentives (e.g., waiver of fees) should the City Manager determine such provisions need modification due to conditions in the general economy, industry specific conditions, in the event of natural disasters, or similar reason