



Agenda

January 12, 2015
6:00 PM
City Council Chambers
200 West Fifth Street

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

I. Call Meeting To Order

II. Invocation - Mayor Thomas

III. Pledge of Allegiance

IV. Roll Call

V. Approval of Agenda

- **Public Comment Period**

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

VI. Consent Agenda

1. Minutes from the November 10, December 8, and December 11, 2014, City Council meetings
2. Ordinance enacting and adopting Supplement Number 2014-S6 to the City of Greenville Code of Ordinances
3. Contract with International Association of Chiefs of Police for Police Chief Recruitment and Selection Process
4. Resolution approving a lease agreement with American Legion Post 160 for property located on

the northeast corner of Chestnut Street and North Skinner Street

5. Water Capital Project Budget Ordinance and Reimbursement Resolution for Greenville Utilities Commission's Water Main Rehabilitation Program Phase I
6. Right-of-Way Encroachment Agreement with FRC, LLC to encroach upon the public street rights-of-way of First Street, Pitt Street, and Fifth Street with a fiber optic cable in a conduit
7. Disposition of City-owned properties located at 1213 Chestnut Street, 202/204 Cadillac Street, and 1304 and 1306 West Third Street via sealed bid
8. Resolution declaring four vehicles as surplus and authorizing their disposition by public auction
9. Ordinance Amending the Fire Lane Ordinance
10. Report of Settlements
11. Various tax refunds greater than \$100
12. Budget ordinance amendment #5 to the 2014-2015 City of Greenville budget (Ordinance #14-036), amendment to the Special Revenue Grant Fund (Ordinance #11-003), and ordinance to establish the South Greenville Reconstruction Capital Project Fund

VII. New Business

13. Presentations by Boards and Commissions
 - a. Environmental Advisory Commission
 - b. Pitt-Greenville Airport Authority
14. Agreement with Uptown Greenville for Installation of the Live United Courtyard
15. Acceptance of Golden Leaf Grant award for Project Revere
16. Consideration of sole-source equipment purchase in support of Project Revere
17. Legislative Initiatives for the 2015 Session of the North Carolina General Assembly

VIII. Review of January 15, 2014, City Council Agenda

IX. Comments from Mayor and City Council

X. City Manager's Report

18. Presentation on Preliminary Crime Statistics for 2014

XI. Adjournment



City of Greenville, North Carolina

Meeting Date: 1/12/2015
Time: 6:00 PM

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- Title of Item:** Minutes from the November 10, December 8, and December 11, 2014, City Council meetings
- Explanation:** Proposed minutes from City Council meetings held on November 10, December 8, and December 11, 2014, are presented for consideration by the City Council.
- Fiscal Note:** There is no direct cost to the City.
- Recommendation:** Review and approve minutes from City Council meetings held on November 10, December 8, and December 11, 2014.
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Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

- [Proposed_Minutes_of_November_10_2014_City_Council_Meeting_992418](#)
 - [Proposed_Minutes_of_the_December_8_2014_City_Council_Meeting_994273](#)
 - [Proposed_Minutes_of_the_December_11_2014_City_Council_Meeting_993961](#)
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PROPOSED MINUTES
MEETING OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
MONDAY, NOVEMBER 10, 2014



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

Those Present:

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

Those Absent: None

Also Present:

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

APPROVAL OF THE AGENDA

Council Member Glover requested that the comments made by her regarding the Fire Study be transcribed verbatim and inserted in the minutes for the October 6, 2014 City Council meeting.

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

PUBLIC COMMENT PERIOD

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

Mr. Laffiteau stated that, at the October 6, 2014 meeting, he addressed the Greenville City Council about a personnel matter regarding the Sheppard Memorial Library (Library). He suggested four preventive measures so that the personnel matter would not occur again. He received a reply from Mr. Needham about those suggestions, and is preparing a response to that.

Mr. Laffiteau said that if the ISP service provider and connection rates were studied, there would be more objective data driven matter to rate the Library service. Arbitrary audits of



the background noise in the Library to see if it was preventing other patrons from carrying out their duties and research or the work environment in the Library is another one of his suggestions. He also asked for better camera positions. Mr. Needham rebutted that saying he relies on the expertise of the Library staff. The use of polygraphs for himself and the Library staff members is suggested so that they would not have conflicts of interests and that would be one way of supplying more evidence. The error rate from those polygraphs and the degree of ambiguity created by the first three methods mentioned would certainly be less.

Henry Williams, II – P.O. Box 1661

Mr. Williams stated that he has a complaint, but at this time he would like to refrain from making any type of statement because the situation is under further investigation.

Jim Blount – 300 Crown Point Road

As a Board Member of Uptown Greenville and a property owner in the University neighborhood, Mr. Blount stated that it is obviously a great time to be working with uptown. There are a lot of wonderful things happening including \$50 million in private money and projects, 162 new jobs, and \$78,000 for uptown events.

Mr. Blount made comments regarding the City Council's consideration of \$150,000 to fund the projects on the Town Common, stating that Uptown Greenville would like to see a density project funded and feels that the only project that is really creating density in that area and worth funding is the new floating dock system. But, excluding the dock system, Uptown Greenville feels that other funds could be used and the \$150,000 could be placed on reserve for future planning initiatives for the design build of the Master Plan. This will help when talking about eco-tourism. The City could receive good input from the business and residential community in that area. This is more of a long term plan. Mr. Blount asked for the City Council's consideration of his comments.

CONSENT AGENDA

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

- Minutes from the October 6 and October 9, 2014 City Council meetings (Minutes of the October 6, 2014 Will Be Revised Based On The Request Received From Council Member Glover)
- Ordinance Amending the Open Burning Ordinance and the Manual of Fees for Burn Permits (Ordinance No. 14-064)



- Amendment to the position allocation in the Public Works Department Sanitation Division (Removed from the Consent Agenda for Separate Discussion)
- Establishment of fair market value for a City-owned property located at 1213 Chestnut Street
- Establishment of fair market value for City-owned properties located at 202/204 Cadillac Street, 1304 West Third Street, and 1306 West Third Street
- Encroachment agreement with DeNovo Constructors, Inc. to encroach upon the property of the City of Greenville located at 200 Staton Road, being known as Fire Station #4, to install a ground water monitoring well
- Water Capital Projects Budget Ordinance and Reimbursement Resolution for Greenville Utilities Commission's NCDOT Tenth Street Connector Project (Ordinance No. 14-065; Resolution No. 056-14)
- Supplement agreement with the North Carolina Department of Transportation for additional funding for the Green Mill Run Greenway Phase 2 Extension Project and extension of the project completion date to June 30, 2016
- Resolution declaring a ball field dragging machine as surplus and authorizing its disposition to J. H. Rose High School (Removed from the Consent Agenda for Separate Discussion)
- Resolution declaring one 1988 Pierce Pumper Fire Truck and one 1993 Pierce Ladder Truck as surplus property and authorizing disposition to Pitt Community College (Resolution No. 057-14)
- Agreement with Greenville Auto Auction to sell surplus City vehicles
- Resolution to execute and deliver the Installment Financing Agreement for the second year borrowing on a three-year plan for the acquisition of Sanitation recycling roll-out carts (Resolution No. 058-14)
- Approval of sole-source purchase of Viewu body-worn cameras for the Police Department (Removed from the Consent Agenda for Separate Discussion)
- Report on bids and contracts awarded
- Various tax refunds greater than \$100
- Budget ordinance amendment #3 to the 2014-2015 City of Greenville budget (Ordinance No. 14-066)



Council Member Smith requested that three items be pulled from the Consent Agenda for separate discussion, including the position allocation in the Public Works Department Sanitation Division, resolution declaring a ball field dragging machine as surplus and authorizing its disposition to J. H. Rose High School, and approval of sole-source purchase of Viewu body-worn cameras for the Police Department.

Motion was made by Council Member Blackburn and seconded by Council Member Croskery to pull the three items from the Consent Agenda for separate discussion, and to approve all of the remaining items on the Consent Agenda. Motion carried unanimously.

CONSENT AGENDA ITEMS FOR SEPARATE DISCUSSION

AMENDMENT TO THE POSITION ALLOCATION IN THE PUBLIC WORKS DEPARTMENT
SANITATION DIVISION

Council Member Smith asked about the cost to the City for reclassifying four Refuse Collector positions to Sanitation Crew Leader I positions. Public Works Director Kevin Mulligan responded that the cost will be between \$2,500-\$5,000 per employee.

City Manager Lipscomb stated that if the employees' salaries are within the range for the new position, they would receive a five percent pay raise.

Public Works Director Kevin Mulligan stated that these are all promotions. Over the last 6-10 months, Refuse Collectors have been driving sanitation trucks as on-the-job training for the Sanitation Crew Leader I positions. Staff is looking to carry out the planned conversion to automated solid waste collection identified last year and the promotion of Refuse Collectors to Sanitation Crew Leader I positions is part of that plan.

Council Member Smith stated that the Sanitation Five-Year Plan shows that the City is not trying to intentionally get rid of anybody, and the City is trying to find positions that might better suit people and to have promotions such as this, as part of that process.

Council Member Glover stated that when several meetings were held about the five-year conversion to automated sanitation collection, the City Council was told that there would not be a salary change for the ones whose salaries are already higher than the job that they are getting. Council Member Glover asked if that still stands.

Public Works Director Mulligan responded that there are other positions where if employees are doing a lateral switch and the salary is higher than the midpoint of the position that they are switching to, those employees would go into the position with their existing salaries. That does not pertain to this reclassifying of positions nor is anyone being promoted to the Sanitation Crew Leader I position going to receive a reduction in pay.



Council Member Glover asked what specifically will those employees be doing. Public Works Director Mulligan stated that more drivers are needed for the automated trucks and those employees will be driving them.

Council Member Glover asked how about the employees who have their Commercial Driver's License (CDL) and they are not drivers. Public Works Director Mulligan responded that employees who have their CDL can apply for the promotions, which are internal only, and four Refuse Collectors will be promoted to this position.

Council Member Glover stated that she wanted to make sure that the City is taking care of the employees who keep the City roads clean and protect our citizens, clean up downtown and a lot more during rainy, snowy, and inclement weather.

Public Works Director Mulligan reminded the City Council that a presentation on the update of the Sanitation Five-Year Plan is scheduled for the City Council's Thursday night meeting.

Council Member Glover asked about the salary range for the four Sanitation Crew Leader I positions. Assistant City Manager Chris Padgett responded that the Refuse Collector position in the City's pay plan is a 103 pay grade and that is a salary range of \$23,878 - \$35,817. The new position title, Sanitation Crew Leader I, is a pay grade 108 and that is five grades above that with a salary range of \$34,472-\$45,718. The minimum salary is over \$7,000 more.

Council Member Croskery stated that this is a great and positive thing, which he applauds. Not only is the City in a position to give employees more money to do things, but with this plan, the City is making the Sanitation Division more productive. The City is not just reducing energy or injuries, but it is paying for productivity.

Public Works Director Mulligan stated that with the rear loader, the Sanitation Division is collecting solid waste at about 550 residences per route and with the side loaders, collection is done at 800-900 residences.

Motion was made by Council Member Smith and seconded by Council Member Croskery to approve the request for an amendment to the position allocation within the Sanitation Division of the Public Works Department by reclassifying four Refuse Collector positions to Sanitation Crew Leader I positions. Motion carried unanimously.

RESOLUTION DECLARING A BALL FIELD DRAGGING MACHINE AS SURPLUS AND AUTHORIZING ITS DISPOSITION TO J. H. ROSE HIGH SCHOOL (Resolution No. 059-14)

Council Member Smith asked in the future, if the City received requests from other high schools that are interested in its surplus ball field dragging machine, would the donation of this surplus equipment be handled on a rotating basis. Director of Recreation and Parks Gary Fenton responded that he is not aware of whether the City ever had that particular



situation or a plan for it. In this particular situation, the surplus equipment value is only \$300-\$400. The City has a relationship with J. H. Rose High School because the Babe Ruth baseball program uses that field quite frequently. Representatives from J. H. Rose High School asked for the donation when they knew that the City was getting a new one through the equipment replacement program.

Director of Recreation and Parks Fenton stated that there could be competition for the surplus equipment, and the City will come up with a system of how to determine which one of the schools would receive the donation.

Motion was made by Council Member Smith and seconded by Council Member Blackburn to adopt the resolution declaring the ball field dragging machine as surplus and authorizing its disposition to J.H. Rose High School. Motion carried unanimously.

APPROVAL OF SOLE-SOURCE PURCHASE OF VIEWU BODY-WORN CAMERAS FOR THE POLICE DEPARTMENT

Council Member Smith asked staff to explain the process for this item. Chief of Police Hassan Aden responded that the Greenville Police Department (GPD) currently has about 30 Viewu body-worn cameras in use. In order for the City to equip 100 percent of its patrol officers with body-worn cameras, staff is asking for authorization to use seized assets to purchase 80 more, and GPD received a grant through the United States Department of Justice to purchase 10 cameras. Since January 2013, these cameras went into effect and GPD has been using them in different forms. Because of the way a previous product recorded, which is not what GPD is using presently, and the storing of data, it would have cost thousands of dollars to maintain footage even for a 90-day schedule. GPD moved away from that and the reason why this is a sole source is that it is an existing infrastructure in the City. It is the same vendor that solves the Police Department's in-car cameras and GPD already owns the backend servers. It will not cost the City anything to store the data, which is an important policy decision. With the old cameras, police departments leave it to the police officers' discretion to turn on those cameras because of the costs. GPD has changed its policy that is about to go into effect. Cases involving youth and other victims in certain cases will be barred for recording, but everything else involving citizen interaction will be recorded.

Council Member Smith asked since the system is compatible with the City-owned servers, how long will GPD store the data and if it will be longer than 90 days. Chief of Police Aden responded that GPD can store the data indefinitely. GPD would not do that for normal cases, but anything that comes to their attention that is of criminal or internal affairs value, then GPD would keep that indefinitely. There is a certain schedule for everything else that would be kept, but 90 days is the general timeline.

Council Member Smith stated that she requested that this item be removed from the Consent Agenda for discussion because this is something that the citizens should be made aware of. It is an enormous deal that shows progression and GPD is willing to do that team



work that Chief of Police Aden talked about previously. Also, it is making sure that the City receives that buy-in from the community and GPD working together is necessary. She appreciates Chief of Police Aden's forward thinking and this is a job well done.

Motion was made by Council Member Smith and seconded by Council Member Glover to approve the sole source purchase so the purchase of additional body-worn cameras for police officers can proceed. Motion carried unanimously.

NEW BUSINESS

PRESENTATIONS BY BOARDS AND COMMISSIONS

Historic Preservation Commission

Chairperson Ryan Webb acknowledged the City Council Liaison and members of the Historic Preservation Commission (Commission), and he summarized some of the Commission's powers. He stated that the purpose of the Commission has changed over the years. The Commission has definitely focused more on economic development and the benefits behind historic preservation by working with developers to make some of the projects actually work and to save buildings for decades to come.

Chairperson Webb reported that the City has five National Register Historic Districts: College View, Dickinson Avenue, Greenville Commercial, Skinnerville-Greenville Heights, and Tobacco Warehouse Historic Districts. The College View Historic District is locally designated and this is a zoning overlay, which means there are additional standards on this district when compared to the other districts in Greenville. According to North Carolina Statutes 160A-400.1 to 160A-400.14, police power encompasses the right to control the exterior appearance of private property when the object of such control is preservation of the State's legacy of historically significant structures. The Historic Preservation Commission helps guide and regulate development in the College View Historic District. Also, the Commission helps improve property values by stabilizing this neighborhood's character and protects it from inappropriate changes by owners, who might destroy the special qualities of this neighborhood.

There are 26 Local Landmarks in the City and these properties fall under the same conveyance like the College View Historic District. Local Landmark designation applies to individual buildings, structures, sites areas or objects. This designation is an honor because the community believes that the property deserves recognition and protection. Property owners are eligible for a 50% property tax deferral as long as the property is maintained according to the current standards. Recapture penalties do apply if the owner destroys the historic nature of his/her property.

The roles of the Commission include designating only Local Historic Districts and Local Landmarks. The Commission has no role in the National Register designations. Any work on the properties may be performed on the exterior only with an approved Certificate of



Appropriateness. A decision to approve or disapprove is only made after a public hearing. The Commission has a quasi-judicial role, i.e., the members interpret the ordinance to determine if an application complies with the ordinance requirements.

Some of the most important benefits of historic preservation are retention of history and authenticity, increased commercial value, retention of existing building materials, rehabilitation often costs less than new construction, and reuse of infrastructure and energy savings. Chairperson Webb described the Historic Preservation Loan Program as an opportunity for property owners to obtain interest-free loans for properties within the College View Historic District and the City 26 local Landmarks. Also, he displayed photographs of how the Façade Improvement Grant helped to preserve and to enhance the unique historic character and architectural quality of Greenville's central business district. He stated that the grants encourage substantial, historically appropriate exterior building renovations and matches 50% of eligible cost up to a \$5,000 reimbursement per façade.

Chairperson Webb summarized the following accomplishments of the Commission from the period of August 2013 – September 2014:

- Reviewed 2 Certificates of Appropriateness Applications
- Staff Reviewed 22 Minor Works COA's
- Adopted Updated Design Guidelines March 25, 2014
- Using a grant for 60% of project budget (\$12,000)
- Created an Interactive Page on the City's Website to Present Locations of Landmarks and Historic Districts
- Designated 1 Local Landmark at 300 S. Pitt Street.
- Reviewed 1 Façade Improvement Grant Application
- Planned and Held the 2014 Annual Award Ceremony

He announced the 2014 winners of each of the following awards:

<u>Recipient</u>	<u>Award</u>
Elizabeth Ross	Sallie Southall Cotten Award
Dr. Richard and Mrs. Meridith Rizzuti	Robert Lee Humber Award
Jarvis Memorial United Methodist Church	Architectural Award for Restoration Excellence
The Third Street Community Center	Stewardship Award for Preservation Commitment

Chairperson Webb provided information regarding some of the opportunities in the City, stating that the Commission would like to create some type of relationship with the Redevelopment Commission to save some of the properties and restore neighborhoods. The Commission has been involved with economic development projects including the



parking deck and is looking forward to working on the transportation center. Also, the members would like to speak directly to the railroad representatives about their plans for the Train Depot, which would be a perfect building for a farmers market. It may help the developer of the Theater if the Commission designates this property, which will allow the developer to get more of those historic tax credits. If it is designated locally, they can get 50 percent of their property tax back. The Imperial Office Building is another property under the City's control, and it would be important to save and offer this building to developers.

CONTRACT AMENDMENT FOR DESIGN-BUILD SERVICES FOR THE GREENVILLE CONVENTION CENTER RENOVATION AND EXPANSION

Director of Public Works Kevin Mulligan stated that this contract amendment is for the construction part of the design-build services for renovating the interior, exterior and landscaping portions of the existing facility as well as adding a new 11,950 square foot addition. Exhibit Hall is the area for renovation. Ball Rooms A & B are the expansion portion of the project consisting of meeting/breakout rooms and an outdoor terrace with sliding glass doors making the ability to have indoor/outdoor entertainment there.

Public Works Director Mulligan displayed photographs of renovation features of the main entrance, interior main entry and pre-function hallways of the Exhibit Hall. He stated that the main entrance remodel includes a new canopy and decorative metal wave panel. The existing lobby remodel includes wood paneling, a decorative accent wall and a suspended art feature. The existing bathrooms will receive new tile, vinyl wall covering, ceilings, toilet partitions, quartz countertops and lighted mirrors. Pre-function corridors to the ballrooms will receive new ceilings, carpet flooring and wood accents.

He stated that the renovation features for the existing banquet hall will include:

- Acoustical lay in ceiling with accent discs, with select discs to be lit from above using colored LED fixtures
- Acoustical wall panels along three side of the entire banquet hall with the south wall to receive a wavy art feature accented with colored LED lights
- Improved lighting controls
- Modification of the HVAC system to reduce noise levels and improve ventilation
- Upgraded audio/visual capabilities

Among the biggest challenges were the noisy HVAC system and the lack of audio/visual capabilities. The existing offices will be consolidated to create additional meeting rooms.

The expansion features include the site preparation for the building and patio additions:

- Installation of new ductile iron storm sewer system
- Upgrade of existing domestic water backflow system
- Encasement of existing electrical and telecommunications duct bank



- Re-routing of existing gas line and sprinkler line
- Installation of new exterior terrace with patterned concrete
- Decorative landscaping
- Wooden pergola at addition entrance

Public Works Director Mulligan displayed photographs of the interior and exterior of the new building, and he stated features of the building expansion include the following:

- 12,000 square feet of new construction w/brick veneer
- Finishes include carpet flooring, Acoustical ceilings, vinyl wall covering and LED light fixtures
- Two large banquet rooms with folding partition allowing for one large space and includes a storefront on north façade with operable accordion style doors
- Six smaller breakout rooms with interior glass walls
- Widened corridor to allow space for exhibit booths
- Additional restroom facilities & increased storage
- LEED Silver Certification on expansion

The current project design, construction, and furnishings budget is \$4,520,000. A budget amendment was approved on October 6, 2014, providing for an additional \$120,000 to the overall budget. The total project budget is currently \$4,600,000, which includes an estimated \$80,000 in bond financing. The Guaranteed Maximum Price submitted by T. A. Loving Company is \$4,517,344. If the City Council's approval is received this evening, construction can begin tomorrow and the substantial completion of this project is June 2015. A key component is the Convention Center will remain open through this construction project.

Motion was made by Council Member Blackburn and seconded by Mayor Pro-Tem Mercer to amend the existing contract for Design-Build Services with T. A. Loving Company to include a Guaranteed Maximum Price of \$4,517,344 for the Greenville Convention Center Renovation and Expansion. Motion carried unanimously.

TAR RIVER LEGACY PLAN PRESENTATION AND REPORT

City Manager Lipscomb stated that Director of Recreation and Parks Gary Fenton will give the introduction for this project.

Director of Recreation and Parks Fenton stated that staff has been working with Rhodeside and Harwell, Inc. (Rhodeside & Harwell), a nationally recognized leader in landscape architecture and planning, and its subconsultants on the development of the Tar River Legacy Plan (Plan). The goal has been to create a dynamic vision for the Tar River (River) corridor and a plan for achieving that vision over time. Each Council Member, many citizens and nonprofits and businesses in the Greenville area have been involved with this process and their assistance is appreciated. Elliott Rhodeside is present to explain the processes, findings and recommendations of the Plan.



Mr. Rhodeside stated that one of the quotations that Rhodeside & Harwell liked from a Greenville resident, who attended an outreach session, was "We have so much untapped potential that could bring more people, jobs, and pleasure to our city!" That inspiration is apparent that the Tar River is the core of Greenville and its associated resources make Greenville a great city. The riverfront is beloved, the City has developed a greenway trail, and more people are getting to and using the River. Also, they understand the benefits of natural resources in the City. Rhodeside & Harwell heard so much during the public meetings and outreach process about how important the River is to its people. Greenville has a great downtown and neighborhoods and important districts, heritage and culture -- all of which benefit from its connection to the River. There are a lot of things that can make the City an even better place than what it is. Revitalization of the Tar River can enhance the quality of life of the City, retract and retain more people, provide economic development stimulus and be a great legacy for the City focusing on the River. Rhodeside & Harwell's plan shows how the River can be the core upon which many great things can happen.

Ron Sessoms of Rhodeside & Harwell explained the vision of the Legacy Plan, stating that the River can be embraced as a quality of life asset for its citizens and as an economic asset for the City, while continuing to protect the River and other elements of the natural environment. Rhodeside & Harwell heard comments from a wide range of stakeholders throughout the planning process including neighborhood residents, local champions and leaders, and even two advocacy groups that could help lead this project into the future. Through their public engagement, the following eight key principles emerged and led to the development of the Legacy Plan:

- Connect to and along the riverfront
- Enliven the urban core
- Expand river contact
- Preserve and enjoy the wilderness
- Activate recreation programs
- Attract people to the river
- Promote community wellness
- Interpret history

Mr. Sessoms stated that the Tar River and conservation were at the heart of Rhodeside & Harwell's recommendations. Rhodeside & Harwell identified several key streets and roadways that connect one to the riverfront area, which serve as local connections and connections from the region. Smaller streets, such as Greene Street, can provide opportunities to tie neighborhoods to the riverfront through an environmentally steward way. Rhodeside & Harwell also looked at how a framework of activities can be laid out along the riverfront. In doing that, they identified six primary corridors that stretch from the western end of the riverfront to the east. All of these activity corridors are based upon the landscape character.

1. *Wild West Corridor* - This area is located in the western portion of the City area near the Medical District. It is recommended that this area be open to the public with



access and there are opportunities for swamp tours, trails, bird and habitat watching and a trailhead for greater access to this natural area.

2. West Greenville Corridor - West Greenville is one of the first historic neighborhoods moving east along the riverfront. Because of its location, high above the River, there is an opportunity for river overlooks, a pedestrian crossing to the north side of the River, areas for open space, trails and access to the lakes.
3. Uptown & North Greenville Corridor - There is a significant opportunity to tie the urban center to the nature areas to the North of the River. There are opportunities for connections to tie the uptown river area to River Park North, which is the City's largest nature park. These areas can be programmed to become new and exciting places with zipline canopy tours, and observation towers. Signature connections can be had and flood-prone areas can be reused for productive things such as urban farming.
4. Tar River/University Corridor - The Tar River/University neighborhoods lie east of uptown and there are opportunities to reuse flood-prone land for new uses such as healing gardens, and playgrounds, and to tie this neighborhood and area to the north side of the River where there would be ziplines, camping areas, and trail connections.
5. Action Sports Corridor - This corridor is west of Greenville Boulevard and there is an opportunity to reuse some underutilized land. There is a city landfill and private properties through there, but there may be some opportunities for partnerships to develop new and exciting recreational activities on the lakes. New programming such as BMX and skate parks and water skiing on the lakes and this would be an opportunity to capitalize on Greenville's brand as Sportstown USA. A sports complex North of the River should be included into the Plan.
6. Wild East Corridor - There are more wetland and very nature secluded areas to build upon as one of the major boat launch areas in the City for additional trails and connections to the emerging neighborhood that is taking place east of Greenville. There can be opportunities for food truck and mobile commerce locations near the boat access areas and trails that connect this area back to the center of the City.

Mr. Sessoms stated that there are many opportunities for conserving City land for future generations because the City owns a lot of land along the riverfront. It is important to make sure that the City dedicates some of the non-dedicated parking lands for public use. Land banking and conservation easements and other easements could be used to provide greater access to areas that would be attractions for people.

Through the process, Rhodeside & Harwell heard over and over again that sometimes the River can become not as navigable. This occurs especially after stormy events, when debris ranging from natural debris to even refrigerators and all sorts of things flow down the



River. River maintenance should be considered within this plan to continue to protect the water quality and to enhance the navigability of the River.

Mr. Sessoms summarized some of Greenville's branding and placemaking opportunities. Greenville could capitalize on its brand of Sportstown USA through the programming of the riverfront area. Like other cities, Greenville has the opportunity to create a riverfront district that is branded and has an identity and a place where people want to come and redevelop and take advantage of the new branded destinations along the riverfront. The programming of the riverfront area with parks and recreational opportunities will lead to community revitalization. Supportive programs will make those neighborhoods and areas along the riverfront more attractive for people to live and to visit.

Mr. Rhodeside stated that Rhodeside & Harwell developed six different approaches toward implementation:

1. Identify Local Partners & Champions - During the process Rhodeside & Harwell spoke with groups and a lot of people have stepped up to voice their interest in the River and associated land. There are many groups, who are interested in making the River a more significant place and resource for the City.
2. Establish a Greenville Tar River Alliance - This will be an important step in partnering with a nonprofit, which has the ability to seek funding to collaborate with the City and interest groups and are very proactive in trying to implement various projects. They have been working successfully for the last 12 years in Newark, New Jersey with Branch Brook Park Alliance. Twelve years ago, Branch Brook Park was in a sad state of affairs. The Alliance was established and worked very aggressively to establish trust funds, sought grants and worked very collaboratively with Essex County in New Jersey. During the past 12 years, Branch Brook Park Alliance implemented over \$50 million worth of improvements. All of which Rhodeside & Harwell has been happy to be the landscape architects and planners for those projects.
3. Jumpstart the Legacy Plan - This third step would be to jumpstart durable achievable low hanging fruit projects that are indicated in the Legacy Plan. A lot of things can be done that do not require a great deal of money. They require imagination, commitment and the ability to seize opportunities.
4. Implement the Riverfront Focus Areas - Rhodeside & Harwell identified three core areas that could be the focus for implementation of projects:
 - Riverfront Entertainment District
 - North Greenville Adventure Park
 - Extreme Sports Hub



If opportunity comes up and it is in a different area, the opportunity can be seized. The whole River according to the City Council's vision was part of the overall plan, and Rhodeside & Harwell want to help the City identify those places which implementation can make a big impact.

5. Continue Implementation of the Legacy Plan - Continued implementation is important.
6. Tackle On-Going & Sustaining Projects - There are a lot of public and private entities that are interested in developing active programs along rivers like the Tar River. Seizing the opportunity to work with them during the course of implementation will be really critical.

Mayor Thomas asked Mr. Rhodeside to explain more about the first 12 months because the City does not want to lose momentum on this at all. Mr. Rhodeside responded that adoption of the plan is critical making sure that the plan reflects your vision for what the River should be. The City made sure in the Request for Proposal (RFP) that the study area would entail the whole seven miles of the riverfront. It would be not just about the River, but it would also involve the neighborhoods and all the natural resources that make the Tar River and its associated areas great. Rhodeside & Harwell have worked hard to be inclusive in terms of its process and the area that make up the Plan. Further, focusing on low hanging fruit and getting the City's partners and champions together are important. By putting together and partnering one champion in the City on the City staff and one outside champion, the City can get them to do a huge amount. Also, keeping the Plan alive on the City's website to keep looking for every opportunity that associates any new development as it relates to the river would be important, i.e. the extension of the Greenway and lots of other opportunities.

Mayor Thomas asked if Rhodeside & Harwell work with companies and vendors that participate in RFPs across the country. Mr. Rhodeside responded that they do and Rhodeside & Harwell has a long list of places. In some of his travels in the past year, a city like Greenville does not have a great river like the Tar River and has different kinds of resources, but it has zipline action parks and bikeways and provides a lot of wayfinding to the resources. Those kind of recreational amenities and nature resources retain people who live, go to school, work and want to come here.

Mayor Thomas stated that he would not want the City to miss the treasure trove of vendor contacts (for ziplines, kayak, water access or others) that Rhodeside & Harwell's has across the country. The City would like to have a lot of public/private partnership opportunities where they can come in make good use of the City's resources that are in play.

Council Member Smith thanked Rhodeside & Harwell for their tremendous work on the Tar River Legacy Plan. She stated that after extensive collaboration with Rhodeside & Harwell and the stakeholders from the community, it appears that many of the naysayers are now aboard and excited about having access to the River and what it can do to our community.



Hopefully, the City Council will accept the Plan, which is transformational and will help make the City more attractive to live, work and play. As a City Council, it is important to have that foresight of not to place the Plan on the back burner and not to make excuses, but to move forward with identifying projects that kick start off this with the low hanging fruit.

Motion was made by Council Member Smith and seconded by Council Member Glover to accept the Tar River Legacy Plan. In addition, during its Planning Retreat, the City Council will identify three top projects that could be considered as low hanging fruit and included in the City's upcoming budget process.

Council Member Blackburn stated that it is important for the City to move on ways to make the River more viewable. She is concerned about the idea of putting a bridge from the middle of the Town Common to cross over the River. To have this part of the plan commits the community in a way and she has not heard from the community. The other items can be integrated into neighborhoods and what the City does, but to commit to a bridge from the Town Common is not something she is willing to support this evening. She has heard hydraulically it is not possible because the land is spongy and low and would not support a bridge if it is taken from Evans Street and put North of the River.

Council Member Blackburn asked if Rhodeside & Harwell looked at that hydraulic feasibility. Mr. Rhodeside responded that Rhodeside & Harwell did not look at that feasibility.

Council Member Blackburn stated that Rocky Mount Mills has a wonderful historic bridge and they actually put a nice wide aluminum pedestrian bridge adjoining it. The City's Greenway Master Plan calls for a similar bridge with the Greene Street Bridge so she is concerned that that bridge was not integrated into this. That is a project that the City can do and it already has community approval, it is not as intrusive and it does get one from the Town Common over to River Park North.

Council Member Blackburn asked if Rhodeside & Harwell looked at considering the sistering bridge where the City could put right there on Greene Street Bridge. Mr. Rhodeside responded that Rhodeside & Harwell feels it would be terrific to increase the pedestrians' safety in that area and is showing some transformational aspects of what a bridge can do somewhere. Rhodeside & Harwell is not being specific that the bridge had to be in the middle of Town Common, and having a bridge from the Center City would be great. There are a lot of options.

Mayor Thomas asked whether the acceptance of this report in any way obligates the City to implement all of the strategies. City Manager Lipscomb responded that these are possibilities. Since this is called a legacy plan, she imagines that the City will be implementing many of these items over a long period of time as funds and resources become available.



Mayor Pro-Tem Mercer stated that he does not remember seeing the specificity of a bridge from Town Common north in the report, but he does remember seeing “from uptown”, which is more of a general statement.

Council Member Croskery stated that one of the reasons that he appreciates Rhodeside & Harwell’s initial presentation is, that the City Council did not necessarily have and the City Planners, who are familiar with the River, did not necessarily have the extensive experience, as does Rhodeside & Harwell, with doing this type of project in other places and contacts with people who helped with the public/private investments. Rhodeside & Harwell has given the City a nice list of potential funding opportunities all the way from federal and state tax breaks to various different granting, charitable people and those sorts of things. At the initial presentation months ago, Rhodeside & Harwell mentioned that their group would continue to be in the background as the City needed advice in the future in implementing this and there would be some service after sale. So, he is hoping that as the City Council goes through this list, the City Council will find great ideas that will fit the City.

Mr. Rhodeside stated that they have been in business for 30 years, and they do that kind of thing.

Council Member Croskery spoke in support of the motion as suggested to accept the Tar River Legacy Plan realizing that it is a living document that gives the City a roadmap, which is similar to the City’s Horizons Plan. The Tar River Legacy Plan is nicely done and the City Council has a lot of discussion to do in the future, but there is no harm in adopting this plan as the City’s vision.

Council Member Blackburn requested that it be recorded in the minutes that the City Council is not embracing or approving, at least from her part, any specific location for these crossing points. She is referring specifically to the bridge that is shown going from the Town Common north.

Council Member Smith stated that when talking about making sure that the City has champions and people who are willing to keep the Legacy Plan on fire and moving forward, she would like to personally thank Lamarco Morrison of the Recreation and Parks Department for his extensive time and attention spent on this plan. She thanked former Council Member Dennis Mitchell for his spearheading, foresight and vision to do something about the Tar River.

There being no further discussion, the motion passed unanimously to accept the Tar River Legacy Plan. In addition, during its Planning Retreat, the City Council will identify three top projects that could be considered as low hanging fruit and included in the City’s upcoming budget process.

RESOLUTION ACCEPTING A STATE REVOLVING LOAN OFFER RELATING TO THE TOWN CREEK CULVERT AND BMP RETROFIT PROJECT (Resolution No. 060-14)

City Manager Lipscomb explained that staff is bringing this item back before the City Council because of the change in the amounts of the funding and the estimated project cost. Presently, the City is eligible to receive \$9,959,380 with a zero percent interest rate, a maximum loan term of 20 years, and an estimated closing fee of \$199,186, which is two percent of the loan amount. Staff's recommendation is that the City accept the State Revolving Loan offer related to the Town Creek Culvert and BMP Retrofit Project.

Motion was made by Council Member Smith and seconded by Council Member Blackburn to adopt the resolution and to accept the State Revolving Loan offer of \$9,959,308 and give assurances to the North Carolina Department of Environment and Natural Resources that all items specified in the loan offer will be adhered to. Motion carried unanimously.

RECOMMENDATION REGARDING TOWN COMMON IMPROVEMENT OPTIONS

Director of Recreation and Parks Gary Fenton stated that a few months ago, staff presented possibilities to the City Council for some specific improvement options at the Town Common. At that time, the City Council asked staff to seek the Recreation and Parks Commission's opinions and recommendations regarding this initiative. At its October 8, 2014 meeting, the Recreation and Parks Commission (Commission) ranked their preferred projects. Then, the Commission asked staff to go back to look at various quantities so that all of their highest ranked projects in prioritized order could be included within the \$150,000 appropriation. Also, the Commission recommended approval by the City Council. The following is an estimate of each of these projects:

TOWN COMMON IMPROVEMENTS PROBABLE COST STATEMENT

Improvement	Cost
Walkway; Parking Lot to Amphitheater/5500 sf	\$ 55,000.00
Ornamental Bench with Back (5 @ \$2,091 each)	\$ 10,455.00
Ornamental Bench without Back (5 @ \$1,700 each)	\$ 8,500.00
Floating Fishing Pier/360 sf	\$ 43,992.00
Vinyl Coated Picnic tables (5 @ \$1,343 each)	\$ 6,715.00
Dumpster Relocation, pad & PVC Fencing /400 sf	\$ 3,440.00
Recycling Bin /Trash Receptacle Combo (4 @ \$1,837)	\$ 7,348.00
Water Fountain with Pet Bowl (3 @ \$1,200 each)	\$ 3,600.00
Decorative Park Entrance	<u>\$ 10,950.00</u>
TOTAL	\$150,000.00

Mayor Thomas stated that the walkway would be the most expensive item by far, and at some point in the next 2-3 years, there are probably some plans for some improvements throughout the area.



Mayor Thomas asked if the City put \$55,000 into a walkway, can staff guarantee a permanent location for that walkway. Director of Recreation and Parks Fenton stated that staff would consider the ADA accessibility walkway being along the borders and not necessarily straight across the field, where it might impact a future project.

City Manager Lipscomb stated that regarding the concern about a fixed walkway from the parking lot to the amphitheater, the full design for the park has not been done.

Council Member Blackburn stated that the Commission is a broad-based group, and she feels that the members took this very seriously and have really spoken for our community with their recommendations.

Motion was made by Council Member Blackburn and seconded by Mayor Pro-Tem Mercer to accept the Recreation and Parks Commission's recommendations.

Mayor Pro-Tem Mercer stated that the Commission's proposed list of projects has been placed on the agenda and it has received some publicity. Several citizens contacted him with their opinions. He supports the motion because as Greenville becomes a larger city, the City Council is going to depend upon recommendations from the City's various boards and commissions. There will be times when the City Council will want to agree or might disagree with them, but there are differences of opinions about this issue. He feels comfortable supporting the recommendations of the Commission.

Council Member Smith stated that citizens have contacted her as well about the recommendations appearing in the newspaper. She is the City Council Liaison to the Recreation and Parks Commission. At the October 8th meeting, the decision about the projects was made based on the information given to the Commission. A major concern is the lack of bathrooms at the Town Common, and it was explained to the Commission that there is not enough to complete the bathrooms. That was the reason why the members had to look at some other options. Citizens have asked about the cost of the bathrooms at the Bradford Creek Soccer Complex and the Dream Park. After communicating with some people, the cost for the bathrooms at those facilities was approximately \$125,000, which would fit within the \$150,000 appropriation in the budget. Their suggestion is that the City could install a bathroom at the Town Common and there could be additions later according to how they are designed.

Council Member Smith made comments about the walkway, stating that at one time, according to the design, it was suggested that the amphitheater might be moved. If that is done, what would happen to the \$55,000 walkway? This City Council talks continuously about being fiscally responsible and constructing a walkway that might be dismantled contradicts that. It is not that she does not respect the Commission's decision about the walkway, but she was involved with the first design portion that members of the present Commission were not. If the City Council is looking at doing things to attract more people to the Town Common and the City cannot install Taj Mahal bathrooms at the Town Common, she is looking at doing things more sustainable for that area. Perhaps, the



decision about putting all of these other items into the park should be placed on hold until it is known whether the City is going to stay with the design study.

Council Member Glover stated that getting into porta-potties is almost like being in an airplane bathroom. If there are people in wheelchairs who are asking for the walkway to be more accessible to them, then she would think that bathrooms are needed to be more accessible for them as well. She has seen a lot of people with wheelchairs at big events held at the Town Common and as a handicapped person, she is aware of their special needs and amenities. The walkway will give them accessibility to get in the park, but when they get in the park, they have nowhere to go to a bathroom.

Director of Recreation and Parks Fenton stated that the City pays additional monies for ADA Port-a-Johns, and if there is only one Port-a-John in the park, it has to be ADA accessible.

Council Member Croskery stated his cry continues to be that restroom facilities are needed at the Town Common and that was his top priority on this list. There are already benches, garbage cans, etc. and the ones listed would give a signature feel to the park. This list probably gives reasonably good bang for the buck. With regard to the amphitheater, he has spent 30 years in the City and he has been on the Town Common on many occasions. He has performed at the amphitheater and has seen performances there, and it is safe to say that the amphitheater may be improved, but it will not be moved. That is the natural place where it ought to be.

Council Member Croskery stated that citywide, there are a lot of facilities that need to be looked at because there are some other well used places in the City where some things cannot be done in a sanitary fashion. There should be an inventory of what the City has where, maybe that is a part of a bond or some bigger spending project, and make the City's recreation facilities more user-friendly.

Council Member Croskery stated that he does not have a problem with this list of projects as the City's first \$150,000 investment.

Director of Parks and Recreation Fenton stated that staff could do that inventory and provide the City Council with a list of those parks that do not have parking lots. That means that they are intended to be places that people walk to. They are small and there is no room for parking so maybe those would not necessarily need bathroom facilities.

Council Member Smiley stated that this is a great list and he appreciates the fact that it was put together by a citizens' commission. A lot more of this detailed work should be done at the commission level. Council Member Smiley asked in attempting to fund all of these projects, is there any piece of this that staff feels has been thinned out so much that it is not having an impact.



Director of Recreation and Parks Fenton responded no. He stated that obviously, when talking about picnic tables and other things that people can use more of, the Town Common has very few there now. It is a start and the reaction that staff will probably receive from some people is that this is nice and why not do 10 more.

Council Member Smiley stated that it would be his intention that the City does not wait another 3-5 years to look at another list like this one. This is something that the City should be doing next year and the year after that. The City has to invest in this stuff and try to make sure it is moving forward.

Council Member Smith stated that because the City Council knows that it will be very tough to spend \$150,000 on improvements at the Town Common to get the bang for the City's buck that was the reason for her motion made at the September 11, 2014 City Council meeting for the additional \$350,000 to put the City's appropriation at \$500,000 to do something at Town Common. That could have included the installation of sanitary bathrooms, etc., and the City has the money to be able to do that. She is concerned about this area, which is her district where she receives a lot of feedback. Now the City Council is sure that the amphitheater will not move, and no one was saying that with surety when the design was happening and presentations were made in all the communities. The City Council can make this decision in December and look at whether there are other funds available.

Council Member Glover stated that bathrooms are essential and if the City is thinking about the handicapped, bathrooms should be installed at the Town Common. The presenters of the Legacy Plan gave the City Council a look at how the City can improve the Tar River. She appreciates the Commission for looking at the improvement options and pulling out things that the City could possibly do, but it would not break the City to add more money to actually get some decent bathrooms that will last at the Town Common, which is used a lot. Sometimes there are 1,000-2,000 people there at one time. Also, she appreciates the other City boards and commissions that are trying to figure out where to get monies to do things in the City.

Mayor Thomas stated that the City must heed to those who have studied this space and the area the most. Uptown Greenville is concerned enough to send a representative to the meeting tonight with a recommendation of rather than spreading the money paper thin over a number of small items, the City should select the pier and boat ramp, which are not going anywhere, and do them well. Also, those items are included in the Tar River Legacy Plan as well, and he supports the thought about them, but all of the items that were discussed tonight are good ideas.

Mayor Pro-Tem Mercer stated that there is actually sentiment in taking the next steps on the Town Common, and when the City Council goes through the City budget process in the spring, everything could be laid out on the table.



There being no further discussion, the motion to accept the Recreation and Parks Commission's recommendations passed with a 4:2 vote. Mayor Pro-Tem Mercer and Council Members Blackburn, Smiley and Croskery voted in favor of the motion and Council Members Smith and Glover voted in opposition.

REVIEW OF NOVEMBER 13, 2014 CITY COUNCIL AGENDA

The Mayor and Council reviewed the agenda for the November 13, 2014 City Council meeting.

City Manager Lipscomb informed the City Council that the item concerning the financial audit for the fiscal year ended June 30, 2014 will be withdrawn from the agenda for the November 13, 2014 City Council meeting. A memorandum was sent to the City Council explaining why the auditors need to take another look at the Financial Audit of FY 2013. She explained that according to auditors' standards, the City may need to correct any changes later to those financial statements prior to completing the new financial statement. There were some administrative/clerical errors in the information and those have been changed, corrections were made at the website, and staff notified those who may have relied on those financial statements. The auditors will need to complete the FY 2013 Financial Audit and they have requested that the City reschedule them to come in for the FY 2014 Financial Audit in December.

Motion was made by Council Member Croskery and seconded by Council Member Glover to withdraw the item concerning the financial audit for the fiscal year ended June 30, 2014 from the agenda for the November 13, 2014 City Council meeting. Motion carried unanimously.

Council Member Blackburn requested that the item concerning the consideration of capital projects be removed from the agenda for the City Council's Thursday meeting as well.

Motion was made by Council Member Blackburn and seconded by Council Member Croskery to remove the item concerning the consideration of capital projects from the agenda for the November 13, 2014 City Council meeting. Motion carried unanimously.

After a brief discussion, motion was made by Council Member Smiley and seconded by Council Member Smith to move three items up on the agenda for the November 13, 2014 City Council meeting, including the Public Comment Period, the report on the South Greenville Recreation Center and the presentation by the Pet Food Pantry. These three agenda items will be heard before the public hearings. Motion carried unanimously.



COMMENTS BY MAYOR AND CITY COUNCIL

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

CITY MANAGER'S REPORT

City Manager Lipscomb stated the staff has reports on the following items:

Naming of 4th Street Parking Garage

City Manager Lipscomb stated that the parking garage project (uptown parking deck) will be completed in December 2014. The official address of the new parking facility is 120 East 4th Street, and the City will be designating it as the 4th Street Parking Garage. The signage is being prepared and the City is getting ready for the opening of this new facility.

Report on Code Enforcement Division

City Manager Lipscomb stated that a few months ago, staff wanted to start making some changes in the Code Enforcement Division. Chief of Police Hassan Aden initiated a retreat with code enforcement staff, changes were discussed or made, and staff would like to report on those changes.

Chief of Police Aden reported that over the years, there have been some tumultuous relationships within this unit and its effectiveness has been questioned. He looked at how this unit functions and pulled apart what its core function is for the City. Two retreats were professionally facilitated through Pitt Community College and they helped staff to sort through real and difficult issues.

Chief of Police Aden reported on the outcome of the retreats, stating that a new mission statement that is simple and exemplifies the seriousness of the unit's mission within the community was developed. The mission statement is "The Code Enforcement Unit exists to enhance the quality of life and to protect the health, safety, and welfare of our community".

There is a need to develop a standard operating procedure for the unit that clearly identifies and defines the duties of each member and the unit itself with performance measures. That is being synthesized and put together now.

Chief of Police Aden stated that discussion led to recognition of a need for a senior code enforcement position and a code enforcement officer position that would be a working supervisor and would serve as a street mentor to the officers that are on the street. This is a position that would be critical because it would also take over the training function. One person would train consistently any new person coming into the unit and would provide



updated in-service training and the direction and guidance for any certifications that they would need. This would provide a consistent supervisory person out there working on the street with the code enforcement officers.

Also, the unit found the need to constantly monitor and recommend updates to the City's ordinances to the City Council. Currently, staff is going through every single ordinance that deals with code enforcement either directly or tangentially. Staff will be looking for the City Council's help to streamline and to make the unit's jobs easier and more effective.

Chief of Police Aden stated that the key is identifying course certifications and training to ensure that the unit has the best training possible. Presently, there is a staff member who serves at the State level on a council that guides and provides best practices to all code enforcement divisions in North Carolina. Staff will be using that unit member's expertise to help craft what they need to do and actually create a certain career path for the City's code enforcement officers. The City Council will receive an outlined document that puts it all in perspective. Staff recognizes the importance of this unit and will make sure that it serves the City. As everything else is developing, we cannot let the City's infrastructure decay.

Council Member Smith asked if staff has an estimated timeline for the changes. Chief of Police Aden responded it should be potentially in the spring of 2015. Another retreat will be held to serve as a team building one and then staff will get everybody together to go through this before it becomes a final product.

Council Member Smith thanked Chief of Police Aden and stated that she looks forward to all of these changes because she would love to see Code Enforcement Officers in her district.

Report on Animal Protective Services

Chief of Police Aden reported that the Greenville Police Department (GPD) changed the name of the Animal Control Division to Animal Protective Services. Staff is in negotiation with the County on certain aspects of the County's plan. This name change is very important and deliberate, and the name of the division was changed because Animal Control implies that something is done to animals. Animal Protective Services is really much more of what the City does, which is protecting animals that need to be placed in a safer environment. A lot of the animal abuse cases that the Animal Protective Services Officers encounter are horrific. They really appreciated and worked through this whole name change with staff at a similar retreat that was done with the Code Enforcement Division. The County is changing the space allotments in terms of stray cats and dogs and the way that it operates. Staff needs more time to come back to the City Council with a definitive update.

Council Member Blackburn thanked Chief of Police Aden for the report regarding the Animal Protective Services, and she stated that the name change alone is such a significant step that has been taken. The old Animal Control model came from a time when there were not any leash laws and that model is really sort of beginning to fall. Greenville is among the first communities to adopt this animal protective services approach.



Council Member Blackburn thanked the staff members, who advocate for the animals and created the City's webpage and the lost and found pets page on Facebook. In the last two weeks, because of that Facebook page, she has been involved with channeling information to people where three animals have been reunited with their owners.

Council Member Smiley stated that sometimes people are not really sure exactly what they are supposed to do to report animal cruelty or similar incidents, and they think that they should call a nonprofit agency.

Council Member Smiley asked if the Greenville Police Department has animal protective services, can citizens call GPD directly or 911.

Chief of Police Aden stated that citizens should call 911 if there is an emergency. If they call the nonemergency number, 252-329-EYES, GPD will dispatch out an Animal Protective Services Officer to the locations.

Senator Davis Visit

City Manager Lipscomb stated that Senator Don Davis stopped by City Hall this afternoon and staff spent a few hours with him going over several of the City's projects and concerns. She reported that it was a good session with Senator Davis and staff appreciated his presence at City Hall.

ADJOURNMENT

Motion was made by Council Member Blackburn and seconded by Council Member Croskery to adjourn the meeting. Motion carried unanimously. Mayor Thomas declared the meeting adjourned at 9:00 p.m.

Respectfully Submitted

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

Polly Jones
Deputy City Clerk

PROPOSED MINUTES
MEETING OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
MONDAY, DECEMBER 8, 2014



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

Those Present:

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

Those Absent: Council Member 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 informed the City Council of one change to the agenda, stating that another Closed Session item, which relates to a personnel matter, is requested to be added to the agenda.

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

PUBLIC COMMENT PERIOD

Sophia Cyriacks – 504 Boxelder Way

Ms. Cyriacks stated that over the semester, the East Carolina University School of Social Work conducted a community analysis relating to Greenville Boulevard, Hooker Road, and Arlington Boulevard. After interviewing many informal and formal leaders of the community, it came to the conclusion that traffic safety is the most prevalent issue in that area. With the occurrences of high traffic accidents and casualties in that area, the group wanted to propose a petition to implement speed humps on Arlington Boulevard in front of J. H. Rose High School. As of today's date, the group has collected 368 signatures and will continue to collect them. From there, they want to try and further pursue this within the community. Ms. Cyriacks submitted a copy of the petition to City Clerk Carol Barwick.



Nancy Colville

Ms. Colville made comments about the City's bond referendum committee, stating that four of its members are Board Members of Uptown Greenville, the nonprofit that the City has a yearly contract with in the amount of \$50,000. She finds that to be a conflict of interest and would like to receive a response from somebody here whether it is. In her opinion, this is unethical.

Ms. Colville stated that she read an article in the newspaper about the clocks for the 4th Street Parking Garage, and she asked if the City is going to get these clocks for free. She stated that it is nice that contributions will be received from the West Foundation and the Edwards Memorial Fund, but the maintenance of the clocks will be the City's responsibility. Also, there was a mention of plaques thanking these people and placing them somewhere at City Hall. The City Council should consider placing a large plaque at City Hall thanking the taxpayers of Greenville for the \$5.1 million that the parking deck is going to cost and it is going to be paid with taxpayers' dollars.

Joseph Laffiteau - Roadway Inn & Suites, 301 Greenville Boulevard SE

Mr. Laffiteau stated that he has addressed the City Council at its October 6 and November 10, 2014 meetings about a personnel matter regarding the Sheppard Memorial Library. He suggested four preventive measures so that the personnel matter would not occur again. He is wondering if the City Council had considered his comments and if the City Council will give him some feedback eventually. Mr. Laffiteau submitted copies of his research material to City Clerk Carol Barwick.

CONSENT AGENDA

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

- Minutes from the November 13, 2014 City Council meeting
- Proposed revision to the October 6, 2014 City Council minutes
- Amendment to the Assignment of Classes to Salary Grades and Ranges within the Community Development Department Inspections Division
- Resolution of Intent to Close a portion of Greenpark Drive (Resolution No. 062-14)
- Resolution of Intent to Close a portion of Lawrence Street (Resolution No. 063-14)
- Sale and grant of easements by the City of Greenville to Piedmont Natural Gas



- Resolution and deed of release for the abandonment of easements at University Medical Park, Inc. (Resolution No. 064-14)
- Sewer Capital Project Budget Ordinance and Reimbursement Resolution for Greenville Utilities Commission's Wastewater Treatment Plant Air Distribution System (Ordinance No. 14-078; Resolution No. 065-14)
- Approval to submit an Urgent Repair Grant Application to the North Carolina Housing Financing Agency on behalf of the City of Greenville
- EPA Brownfields Assessment Grant Application
- Acceptance of Dickinson Avenue Market and Planning Study
- Agreement with Uptown Greenville for clocks for the 4th Street Parking Garage
- Contract for On-Call Civil Engineering Services
- Report on bids and contracts awarded
- Various tax refunds greater than \$100
- Budget ordinance amendment #4 to the 2014-2015 City of Greenville budget (Ordinance #14-036), amendment to the Special Revenue Grant Fund (Ordinance #11-003), and amendment to the Greenway Capital Project Fund (Ordinance #12-007.02) (Ordinance No. 14-079)

Motion was made by Council Member Blackburn and seconded by Council Member Croskery to approve the Consent Agenda. Motion carried unanimously.

NEW BUSINESS

PRESENTATIONS BY THE EAST CAROLINA UNIVERSITY STUDENT GOVERNMENT ASSOCIATION

As Director of Community Outreach for the East Carolina University Student Government Association (SGA), McLean Godley reported that SGA is proud to have participated in various activities that have benefited not only their campus, but the City of Greenville as a whole. Recently, SGA participated in a philanthropy project to provide children in Sierra Leone, Africa with scholarships to attend school. An initiative was created to encourage ECU's 30,000 students to participate in student government much more. Another initiative on campus is the creation of the Community Outreach.



Community Outreach's sole purpose is to develop stronger relationships with individuals and organizations within the Greater Greenville community and within the University neighborhood especially. They have partnered with the Tar River/University Neighborhood Association and other organizations to hold multiple events and quarterly meetings. Also, Community Outreach partnered with the Greenville Police Department to create and develop a comprehensive grid wide neighborhood watch program, which has enabled crime to reduce drastically within our community.

In addition, Mr. Godley reported that SGA would like to propose a project that includes the usage of 10-acres at the Off-Leash Dog Park at the end of North Warren Street near the Greenway. SGA would like to partner with the City of Greenville and partially fund a nine-hole Disc Golf Course. He gave a brief history of disc golf, and stated that SGA has provided the City Council with a course overview document of the entire proposed course and a hole by hole breakdown.

The following is the breakdown of the budget showing that the project would cost \$4,266.

Budget Breakdown

Item	Cost p/ Unit	Quantity	Shipping	Total
Disc Golf Basket	\$275	9	\$401	\$2,876.19
Tee Markers	\$7.50	36	\$31.20	\$301.20
Trashcans	\$76.88	4	\$136.00	\$443.52
4' x 8' Course Overview Sign	\$448.00	1	0	\$448.00
Hole Signs	\$22.00	9	0	\$198.00
Labor	0	0	0	\$0.00
			Total	\$4,266.91

Individuals from the neighborhood association have stated their support for this project and they would like to make a contribution of \$646 to pay for the nine holes and 4' x 8' course overview signs. Their letter of support and statement and pledge can be found within the documents that he presented to the City Council this evening. SGA raised \$2,286. If the City is interested in Community Outreach pursuing this project, they will raise the remaining \$1,900 so that it would not cost the City any money. The City should support this cause for the following reasons:

- Low Maintenance
- Paid for by the ECU Student Government Association and private supporters of the initiative



- Increase Greenway usage and gets more citizens down by the River
- Disc Golf is an extremely popular outdoors activity for folks of all ages
- Disc Golf projects will make Greenville a more desirable destination
- If the City would like to use this land for another purpose at another period in time, then all you have to do is take the Disc Golf Holes and rocks out of the ground
- Continues to cultivate and strengthen the ECU Student Government Association-City of Greenville relationship

Mr. Godley stated that this project would fit in with the Tar River Legacy Plan to get more citizens down by the River.

Mayor Thomas stated that the disc golf course proposal is intriguing and interesting and he appreciates that SGA is interested in pledging money towards this. Mayor Thomas asked if staff is familiar with this proposal.

Director of Recreation and Parks Gary Fenton responded that he became familiar with SGA's proposal on Friday, after Mr. Godley met with the City's Park Superintendent and Park Planner about this issue.

Mayor Thomas asked if the City has any use for that space at this time. Director of Recreation and Parks Fenton responded that there have been a lot of proposals for that land. Obviously, it was flood reclaimed, and there are some trees on the property. There have been a lot of ideas about that property. Even during the bond referendum discussions, the City proposed greenway amenities and a lot of them were in that particular area and others were farther up the trail. He would appreciate if Mr. Godley and his group could give the same presentation at the next Recreation and Parks Commission (Commission) meeting. This is an impressive report and obviously a lot of work was done. The City has a disc golf course at Meadowbrook, there is one at the University at the North Campus Crossing area, and the one at the Covenant Church is opened to the public. It is a great game. Unfortunately, the City has to look carefully at these issues from a safety and maintenance perspective, and what it precludes (if the City can do one thing and cannot do another). Certainly, staff can look at this land and other land along the greenway that might be appropriate as well. Mr. Godley's presentation can be placed on the agenda for the Commission's January 14, 2015 meeting in the Council Chambers at 5:30 p.m.

Council Member Blackburn stated that the Master Plan for this area has a lot of suggestions and the City Council has talked about a sand volleyball court and there is actually private funding available for that. Maybe the City Council can talk about this and the sand volleyball court at its upcoming Planning Retreat.

Council Member Croskery stated that he has not canvassed District 5 about this request, but personally he loves this idea for several reasons. This is a fantastic use and if it is not done at the requested location, the City should do it somewhere else. Disc golf is a terrific intergenerational sport. The disc golf course on the University campus was lost, and he would love to see another one close to the campus available. The idea of getting more



people to the greenway and families together to do something really is an essence of community. Hopefully, this project or something like it goes forward.

Council Member Glover stated that she applauds Community Outreach and SGA for all of their hard work because sometimes people do not look at the University students as being the most desirables in the community. But we were all students and young adolescents at one time or the other and this is a wonderful recommendation from SGA. She is quite sure that the disc golf course would enhance the community as far as activities. It would be wonderful to have the disc golf course in that community where everybody can take advantage of it. It is a great idea for flood land in other areas of the City with a minimum cost.

Mayor Thomas stated that the proposal for this project shows what level of expertise and talent is on the University campus.

UPDATE ON THE COMMUNITY DEVELOPMENT DEPARTMENT AND SECU-RE PARTNERSHIP

City Manager Lipscomb stated this is the first of a series of presentations on neighborhoods scheduled for this evening. She wanted staff to give updates on what the City has been doing with neighborhoods as the City Council and staff move toward planning the upcoming Planning Session.

Planner Nikki Jones stated that in February 2013, staff first met with the State Employees Credit Union – Real Estate (SECU-RE) regarding the City's housing partnership. Mayor Thomas initiated the City's invitation to that meeting because he heard good news about what SECU-RE was doing in the City of Durham, North Carolina.

Planner Jones stated that SECU-RE is a wholly-owned subsidiary of the State Employees Credit Union (SECU). SECU-RE has not asked the City of Greenville for any money at all and is using its own funds to reinvest into the community. Over the past two years, staff has worked with SECU-RE representatives to 1) coordinate planning; 2) assess property; and 3) provide development guidance. For example, SECU-RE is interested in doing something with a redevelopment area where the City is not working in. The City used its expertise to look at their properties and helped the representatives with cost estimates on potential rehabs, and staff looked at development standards, zoning and those sorts of things helping SECU-RE to navigate through those issues.

Their focus has been north of West Third Street. Essentially, SECU-RE is buying dilapidated properties in this area that the City cannot easily gain control over and rehabbing them into safe, quality affordable housing. It is their intent to partner with the City to create homeownership opportunities by forwarding their tenants to the City to participate in the Downpayment Assistance Homeownership workshops.

Planner Jones stated two representatives from SECU-RE, Russ Taylor and Sam Adams, are present to share information about some of the homes that they have actually conducted



rehab. This will give the public an idea of what SECU-RE is doing and intending to do with home rehabilitation in the West Greenville area.

Mr. Taylor stated that SECU-RE has several properties that they have already started to rehabilitate. Their representatives are focusing on a particular area that is surrounded by some very positive influences. The area that they have chosen is Third Street north to the River and from Memorial Drive to the old Third Street School. To the north, the City has the greenway project and the Tar River, surrounding that area to the east is downtown and the main University campus, to the west there is the Vidant Health Center, School of Medicine and the west University campus, and to the south is the 45-Block area that the City has been working on for several years and has been doing some very good work.

Mr. Taylor displayed some before and after photographs of some of the housing that SECU-RE completed recently and is working on presently. He stated that new energy star appliances, ceilings, hard wooden floors, windows, cabinets, countertops, lighting fixtures,, roofs, and siding were installed, bedrooms and bathrooms were added, and many of these projects were rewired. In addition, he displayed a photograph of an uninhabitable house that was demolished, and he stated that SECU-RE is working with the City's Planning Department to build three new homes. They are working with a contractor now and hope to be ready to go with those within the next 30 days. The new homes will be within the 1,100-1,200 square foot range with three bedrooms and two bathrooms.

Planner Jones stated that staff has shared the building plans with SECU-RE that the City is using in Lincoln Park to ensure the continuity of the historic character amongst the neighborhood.

Mr. Adams stated at one time, they sold all foreclosures that they processed. SECU-RE has a program, MAP, and their members are sent through that program to try to save their homes from foreclosure, but, unfortunately, that tends to happen from time to time. Once that happened, SECU-RE would take the homes and sell them on the open market. Often, the homes were sold for pennies on the dollars, which depreciates the value of each and everyone's homes. They decided to take a new route, which was taking homes that were neglected for months and years, revitalizing them, and putting them on the rental market. SECU-RE started in Durham with 13 foreclosures owned by one person and those were remodeled with the exception of the last four, which are being remodeled currently. They have expanded that to take on some communities such as Greenville, and Greenville will be the first where SECU-RE has taken a community where they did not own the homes. Their representatives went in and looked at what would make the best homes for renovation and, of course, they have made some mistakes, but they have learned from their experiences in Durham and believe that they got it right now. They are not trying to step on anybody toes, but they are trying to find a segment that SECU-RE can help the community and provide quality, safe, and energy efficient homes. SECU-RE's motto is "it is a place where you would take your mother to live". This is a long term project and SECU-RE is serious about what it is doing in Greenville.



Mayor Thomas stated that he applauds SECU-RE for the work it has done. Sometimes the best way to do this is to get the planning in order and to find the right properties to start off in an effective manner. He heard about this program in Durham and he was excited about trying to get Greenville onboard as another beta city in this endeavor.

Mayor Thomas asked if SECU-RE is hiring locally in terms of the subcontractors and the people doing the work. Also, he asked how do you transition this back to the public that these houses are for sale or lease or rent.

Mr. Taylor responded that SECU-RE is using local contractors, and the plan at this point is that they will initially rent all of the properties with the hope that at some point in the future, some of the tenants will become homeowners.

Council Member Glover stated that she is familiar with SECU-RE's project in Durham, which is impressive. The chosen focus area is excellent to work in and to bring it up to par. At one point, the City had CDBG money for the underserved areas and when the City chose an area for revitalization, north of West Third Street was not included. Several of the homes over there are dilapidated and some family members passed away and their heirs live out-of-state plus everywhere. Hopefully, once this project is completed, SECU-RE will help the City with its revitalization area. Greenville is happy and fortunate to have this Division of SECU to make our community a much desirable one for working people, from moderate to low income, who would like to buy a rehabbed or new home.

Mr. Taylor stated that SECU-RE never thought that it would be able to do this alone and hoped to come in, get the door open and rehab enough properties so that if others would see this as a worthy project, they will feel comfortable getting involved. SECU-RE certainly cannot do it all, but felt that this is a great place to get a good start.

Council Member Blackburn stated that it is so hopeful to see these homes that are attractive, once your representatives go in and fix them up and make someone a nice home.

Council Member Blackburn asked if the properties in Greenville are foreclosures like they were in Durham. Also, she asked is SECU-RE a real estate branch of SECU and is this the operating model. Mr. Adam responded that SECU-RE is truly a property management company obtaining homes whether through foreclosure or purchase, fixing them up, and actually making them rentals. He has a total staff of six in Raleigh doing this across North Carolina. They have houses throughout North Carolina, but Greenville is the first where they purchased homes outside of the foreclosures to do renovations.

Council Member Blackburn stated what has happened throughout the country is, and not just in Greenville, good families had to leave their homes for whatever reasons. Some say that they were forced out by banks, some fell on hard times and then their homes sit there, but SECU-RE has gone in with a responsible approach to try to turn them into family homes. SECU-RE operates like any other real estate company, except it sounds like there is



an additional sort of public interest motive SECU-RE is doing, which distinguishes it from other real estate operations.

Mr. Adams stated that the SECU is all about people helping people, which is a social responsibility. You may ask why is SECU-RE doing this, and their response is why shouldn't SECU-RE do this, and everybody should step up because everyone needs somewhere decent to live. When they first visited Durham, the tenants were cooking under a tent outside because there was no ventilation in the property and mold was growing on the ceiling. He was told that there are 3,000 boarded up homes in Durham, people are sleeping in the streets and subpar homes, and children cannot go to school and learn because they are sleeping in a cold house. That type of stuff needs to cease, and SECU-RE is doing its part to try to alleviate that.

Council Member Glover stated that regarding the area that SECU-RE is working in, the majority of West Greenville, and even in the South Greenville area, the National Community Reinvestment Coalition did a survey. Greenville was one of the cities that they looked at and saw that traditional banks had not loaned money in those areas since the early 1960s. People who did have homes or lived in those areas were more likely to be steered to a subprime lender versus traditional banks giving them a loan. The title of the study is Income Is No Shield Against Racial Difference in Lending. It also compared people with high incomes — doctors, attorneys, etc., and African Americans and people of color. Greenville ranked #3 in the Nation of traditional banks steering minorities, regardless of their income, to subprime lenders.

Council Member Smiley asked if the capital for this project comes from SECU and its members. Mr. White responded that is correct, and he stated that it comes from SECU capitalized securities.

Council Member Smiley asked is there any limit to the amount of money and what SECU-RE can do. Mr. Adam responded that SECU-RE was initially capitalized for \$50 million.

Mr. Taylor stated that in the focus area, SECU-RE has nine properties with two more pending closing. Initially, 20-25 was the start that they would want to have in that area.

Council Smiley said that is fantastic and thanked them for their attention to our community.

Mr. Adams stated that SECU-RE manages 500 properties across the State and 200 are presently rented, and that does not include what Mr. Taylor is getting ready to do in Greenville.

Council Member Smiley stated that SECU-RE may prefer to own these properties for years and make a real return on basis of the rentals, but there is potential that at least that it could cycle to a homeowner. Council Member Smiley asked if SECU-RE had any properties statewide that have made that cycle yet.



Mr. Adams responded that they are just leaving that rental cycle one year basically. They have not had any rentals at this time to cycle through to homeownership, but one of their main objectives is to provide quality homeownership and SECU will finance them.

Mayor Thomas stated that a scalable injection of capital can change a community. A cluster of new development is what the City talked about as a philosophy. It was so good to see SECU-RE putting their money where their mouth is in terms of investing in a community and obviously the City is with SECU-RE to do whatever it can do as a partner.

Council Member Glover asked whether there will be onsite management for their rental properties as SECU-RE rehab and build more houses in Greenville. Mr. Adams responded normally, onsite management is present at an apartment complex; however, most of SECU-RE's homes are single family or duplexes so the response is probably not. They have branches throughout the State to help them oversee what is going on at their properties, which is an advantage.

Council Member Glover stated that often the problem is a renter will convert a rehabbed residence back to its original poor condition. She asked that SECU-RE screen their tenants and collaborate with the City's Housing Division so that some of the City's thoughts can be shared with them. The City has an excellent success rate in homebuyership with people who thought they could not have homes. The City has a successful homeownership education program with very low incidences of people not being able to continue to live in those homes as long as they wanted to because of foreclosure.

INTRODUCTION TO NEIGHBORHOOD QUALITY OF LIFE DASHBOARD

City Manager Lipscomb stated that the City Council may have seen or heard about this item a couple of years ago when Deputy City Manager Ron Kimble of Charlotte, North Carolina was in Greenville. He informed the City Council that some of the Charlotte neighborhoods were using this process. Neighborhoods Ombudsman Tiana Keith of the City's Community Development Department will make the presentation on this item.

Ombudsman Keith stated that the purpose of this presentation is to introduce the City Council to the Neighborhood Quality of Life Dashboard (Dashboard). The Dashboard is an interactive mapping tool used to identify resources and neighborhood trends in and around the City.

Ombudsman Keith gave an overview of where and how the program originated, its purpose, design and intended use and the next steps toward the City's implementation. She stated that the Quality of Life Index was actually the predecessor developed in the early 1990s in Charlotte, North Carolina. It is a collection of data used to analyze conditions of neighborhoods. From that the Quality of Life Dashboard was released by Charlotte in 2012 and it evolved from the Index as an opportunity to ensure wider use of the data. The Dashboard is an innovative tool that provides the snapshot of areas and neighborhoods' health. This model has been effective at utilizing open data to promote evidence-based



decision-making in Mecklenburg County, Greensboro, Durham and other communities across the Nation.

Together the City's Community Development Department and Information Technology Department have been able to modify the Dashboard so it can be incorporated into Greenville's neighborhood program. Staff anticipated it being beneficial for a wide range of users including City staff, other governmental officials, the University, real estate agents, nonprofit organizations, and the list goes on. Staff wants this tool to simulate increased citizen engagement and ownership by promoting neighborhood understanding and forward thinking, to create opportunities for evidence-based decision-making, and to support service providers in their assessment of the community needs.

Ombudsman Keith explained the design of the Dashboard, stating that the Dashboard is organized by four dimensions or categories (social, economic, housing and safety indicators). Within each category, there is a series of variables that are used to depict the neighborhoods' conditions. There are 20 variables among all four of the dimensions and the number of variables per dimension really depends upon the availability of data at the time. The geography use for the Dashboard is called Neighborhood Profile Areas (NPAs) and these are defined by 2010 Census Block groups. This unit was selected because it is the best representation of neighborhoods that has data published by the U. S. Census Bureau. It is important to note that the NPAs are large enough to ensure confidentiality yet small enough and homogeneous that they represent boundaries and characteristics of the City's neighborhoods.

She gave a preview of the Dashboard, which is published at the City's website, and stated that the City wants to encourage more neighborhood engagement to help City staff and neighborhoods better understand their strengths and weaknesses. The data tells a story so this is an opportunity for the City to celebrate successes within neighborhoods, identify opportunities for improvement and prioritize those opportunities, and most importantly, to communicate with service providers and government officials to identify what needs to be accomplished for neighborhood improvements.

Ombudsman Keith informed the City Council that the anticipated release for the Dashboard to the public is early January 2015. For this program to be really beneficial and impact the City's neighborhoods, staff is going to really push for a public outreach. The neighborhood webpage is where the Dashboard will be located. This accomplishes the further development of the Neighborhood marketing, which is a City Council priority for this year's tactics. The Neighborhood Advisory Board is a vehicle for publicity. The neighborhood meetings are opportunities for community feedback and training and the Annual Neighborhood Symposium, which is scheduled for May 2, 2015, includes plans for a session on using technology for citizen engagement with highlights on the Dashboard and City Compass. The opportunities and benefits of the Dashboard are for internal promotion to identify and encourage ways for City staff to use this tool in their respective fields and further project development to maximize the effectiveness and potential of the program.



Council Member Blackburn stated that this is a great way to be able to look at neighborhoods and get an idea of who lives in them and for citizens to reach out and connect with their neighbors. It allows the City Council Members to know their districts from a census prospective, and the Dashboard provides great information. This is an exciting project.

Council Member Blackburn suggested that the Dashboard could be on the City's homepage for a while to promote it.

Council Member Smiley asked if the data in Dashboard is driven from external sources and is there anything the City staff has to generate itself. Ombudsman Keith responded there is some data that is generated from City staff including the safety data, which comes from the Police Department and the housing data comes from the Inspection and Code Enforcement Divisions. There are opportunities to incorporate quite a bit of internal data, and staff needs to determine what is readily available and what staff can work towards compiling in the future, and it can all be incorporated.

Council Member Smiley asked if there is a plan in place for regularly refreshing the data to make sure it is regularly useful. Ombudsman Keith responded that presently, the City has 2013 data in the safety dimension and staff has already contacted the Police Department and staff is looking to incorporate 2014 data as soon as the 2015 rolls in to test that process. As data is made available, because everything will not be refreshed at the same time, it is something that staff will definitely need to continue looking at. Staff is working on plans to have a set of expectations for when the data will be refreshed.

Council Member Smiley asked if there is the opportunity to launch reports to compare previous and current year data. Ombudsman Keith responded that the capability is built into the program, but it is not set up presently. She feels confident that is something that the City can work towards.

Council Member Glover stated that Charlotte and Mecklenburg County and other cities started out doing this as part of their Weed and Seed Program to actually be able to look at the quality of life in every neighborhood and home. To be able to see where they can best use their resources to improve the neighborhood and how to best help the communities that need to be served. With the quality of life and the police piece all of that is something that makes it an excellent tool, which is used by most progressive cities.

UPDATE ON THE POLICY AND CAPITAL IMPLEMENTATION STRATEGIES FOR ADOPTED NEIGHBORHOOD REPORTS AND PLANS

City Manager Lipscomb stated that the City has had neighborhood reports and plans being formulated for several years, and she wanted to give the City Council an updated status on a number of those plans and where the City is today. Planner Chantae Gooby will make that presentation.



Planner Gooby stated that in 2004, neighborhood reports and plans were one of the 10 neighborhood improvement strategies recommended by the Task Force on Preservation of Neighborhoods and Housing. The purpose of these plans is to guide City Council on public policy and investment decisions in older, established neighborhoods. The City Council selected this item as one of its 2006-2007 goals to emphasize the importance of neighborhoods stabilization and revitalization. Since then, staff has done neighborhood plans for West Greenville, College Court Coghill, Lake Ellsworth, Tar River/University Neighborhood Association (TRUNA), Carolina Heights, and Oak Grove Estates. Collectively it is over 12 neighborhoods and six plans. In all of those plans, there are four policy items and some of those items carried over from one plan to the next. There are 35 capital items and many of those were repeats throughout the plans. A few capital items remain unaddressed:

Category	Item
Grant	Home improvement grant programs (4 plan areas)
Infrastructure	Improve Tripp Lane (pave existing gravel \$20,000)
Policy	Junk car policy
	Commercial zoning adjacent to Lake Ellsworth Subdivision
	Request/encourage GUC update GIS/GPS coverage for all public utilities

An item that is included in all of the plans is some kind of home improvement grant program similar to what the City has in the TRUNA area. Under Infrastructure, a section of Tripp Lane off of Dickinson Avenue is only gravel. (This street is paved at one section and then the pavement stops.) The policy regarding junk cars relates to having covered junk cars put on improved surfaces so that grass was not growing on cars parked in backyards. The commercial zoning adjacent to the Lake Ellsworth Subdivision is in between Dansey Drive and off of Dickinson Avenue. The Greenville Utilities Commission (GUC) updated its Geographic Information System (GIS) and GPS coverage for public utilities including street lights, water, sewer, etc.

Planner Gooby stated that one of the bigger things that came about when developing the plans was neighborhood associations. This is a time for the City to engage with the neighborhoods, and find out whether they have a neighborhood association. When doing the plans, staff was actually able to get the Lake Ellsworth Neighborhood Association reactivated and then the Carolina Heights area is trying to get a neighborhood association started.

The follow-up that has come out of doing these plans is staff will take the different concerns of the neighborhoods and put them in a plan. Then staff will look at these concerns to see if there is any action that the City can take. The City has been able to install five new street lights in the TRUNA area that were not up to lighting standards, two were added in the



Carolina Heights area, and another one added in the Oak Grove Estates area. A few of the neighborhoods had some concerns about speeding cars and they were directed to the City's Engineering Division. Traffic calming studies were done and speed bumps were installed on Millbrook Road and in the Lake Ellsworth Subdivision. Concerns about street drainage, yard drainage, etc. will be rolled into the City's stormwater and watershed master plan.

Planner Gooby stated that some of the end products out of these plans are this is a great way for staff to make contact with the neighborhoods to give the benefits of having neighborhood associations and staff tries to involve community watch programs to give neighborhoods a direct link into the Police Department.

Council Member Blackburn stated that the commercial property at the Lake Ellsworth Subdivision was one of three situations where the City had neighborhood entrances where commercial property was approved. At River Hills, there are a couple of heavy commercial properties (CHs) that were done long ago that are now on the books. She knows that this has been a concern for many neighborhoods. Council Member Blackburn asked staff to talk about that particular situation and has there been a positive result because of that.

Planner Gooby responded that the reason why it was mentioned is because it is unaddressed. In this particular situation, this is zoning that has been in place since 1969. As time went by and the City developed a future Land Use Plan Map, it came up that there was commercial where the North Carolina Lottery Office and a mini storage business are located and the opposite of the road was shown as office-institutional and multi-family. In particular with this property, it is vacant so there were some concerns about what the commercial property would become, what could be put there and the fact that it was not shown on the Land Use Plan Map. To her knowledge, there has not been any contact between the neighborhood and the property owner. This is just an item that has been identified and there are other areas that have something similar, but this is not a widespread problem.

Council Member Blackburn asked is there any way for neighborhoods to address that they would like to see something other than a commercial zoning at the entrance of their subdivision. Also, she asked whether it is that the City now considers it is not the appropriate land use for neighborhood entrances and are those commercial zonings on the books to stay or is there anything that can or should be done.

Planner Gooby responded that anytime a property is rezoned it has to go through the normal process, which is through the Planning and Zoning Commission and City Council. So the zoning does not change unless it comes before the City Council and it is changed on the zoning map. There could be possibly some transitional zoning added, if there is enough depth. While these properties are vacant, it does not mean that they are not tied up with financing for that property owner. So the City has to be very careful about trying to change something with a property owner because it may result in unintended consequences. It can be an opportunity for the neighborhood and the property owners to try to work together and come up with something mutually beneficial to both sides.



Council Member Glover expressed her concern about convenience stores being placed in communities. She stated that the King’s Mart on Fifth Street was closed for approximately six months and it has been reopened and, less than 50 feet away, there is another convenience store across the street. Council Member Glover asked why was that allowed to happen.

Director of Community Development Merrill Flood responded that those properties are zoned appropriately to allow continuation of the use. They are not nonconforming. During the revitalization plan, there was a move to change the zoning to not allow those, but that was not included in the final plan after public input. The zoning has not changed for those particular locations because it was viewed as being important to still allow commercial in the neighborhood.

Council Member Glover stated that reopening the King’s Mart has defeated the purpose of what the Police Department did to get convenience stores out of the community because crime is still occurring and people are loitering around them. Her concern is about the number of people who were shot and the sale of alcohol at the King’s Mart, and it is unfair to the homeowners to have to live in an area where there is no control placed on these stores. She does not want to put people out of business, but their business is not what is wanted in our neighborhood. The City Council needs to talk about this so there is not a reoccurrence.

REVIEW OF DECEMBER 11, 2014 CITY COUNCIL AGENDA

The Mayor and City Council reviewed the agenda for the December 11, 2014 City Council meeting.

City Manager Lipscomb stated that recognizing Fire/Rescue Chief Eric Griffin’s appointment to the Fire/Rescue Chief position will be requested to be added as an additional Special Recognition item on the agenda for the Thursday’s meeting.

COMMENTS BY MAYOR AND CITY COUNCIL

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

CITY MANAGER’S REPORT

No comments were made by City Manager Lipscomb during the City Manager’s Report.



CLOSED SESSION

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

Mayor Thomas declared the City Council in closed session at 7:56 p.m. and called a brief recess to allow Council Members time to relocate to Conference Room 337.

Upon conclusion of closed session discussion, motion was made by Council Member Croskery and seconded by Council Member Blackburn to return to open session. Motion was approved unanimously, and Mayor Thomas returned the City Council to open session at 8:44 p.m.

ADJOURNMENT

Motion was made by Council Member Blackburn and seconded by Council Member Croskery to adjourn the meeting. Motion carried unanimously. Mayor Thomas declared the meeting adjourned at 8:45 p.m.

Respectfully Submitted

Polly Jones
Deputy City Clerk

PROPOSED MINUTES
MEETING OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
THURSDAY, DECEMBER 11, 2014



A regular meeting of the Greenville City Council was held on Thursday, December 11, 2014 in the Council Chambers, located on the third floor at City Hall, with Mayor Allen M. Thomas presiding. Mayor Thomas called the meeting to order at 7:00 pm. Council Member Rick Croskery gave the invocation, followed by the Pledge of Allegiance.

Those Present:

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

Those Absent:

None

Also Present:

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

APPROVAL OF THE AGENDA

City Manager Barbara Lipscomb requested that recognition for the new Fire Chief be added to the agenda.

Upon motion by Council Member Croskery and second by Council Member Glover, the City Council voted unanimously to adopt the agenda with the recommended addition.

SPECIAL RECOGNITION

INFORMATION TECHNOLOGY DEPARTMENT

City Manager Lipscomb presented an award to Information Technology Director Rex Wilder and Systems Analyst Nancy Gosset for their department's Top Ten Ranking in the 2014 Digital Cities Survey

(ADDED) FIRE-RESCUE DEPARTMENT

Interim Deputy Fire Chief Brock Davenport introduced the Fire-Rescue Department's Honor Guard, who presented new Fire Chief Eric Griffin with his fire helmet. City Manager Lipscomb thanked Chief Griffin for his service as Interim Fire Chief and stated that his official promotion to Fire Chief was effective on December 8, 2014.



APPOINTMENTS

APPOINTMENTS TO BOARDS AND COMMISSIONS

Greenville Bicycle & Pedestrian Commission

Council Member Smiley made a motion to appoint Norris W. Smith to an unexpired term that will expire in January 2016 in replacement of Gunnar Swanson. Council Member Blackburn seconded the motion and it carried unanimously.

Human Relations Council

Council Member Glover made a motion to appoint Sierra Plato to an unexpired term that will expire October 2015 in replacement of Terry Parrish. Council Member Blackburn seconded the motion and it carried unanimously. She continued the appointment for Robert Hudak's seat.

Redevelopment Commission

Mayor Thomas recommended that Sharif Houtim be reappointed to a first five-year term that will expire November 2019. Council Member Smiley made a motion to that effect, Council Member Glover seconded the motion and it carried unanimously.

Youth Council

Mayor Pro-Tem Mercer made a motion to appoint Jodie Lee to a first one-year term that will expire September 2015. Council Member Croskery seconded the motion and it carried unanimously.

NEW BUSINESS

PUBLIC HEARINGS

ORDINANCE TO ANNEX WILLIAM E. DANSEY, JR. HEIRS PROPERTY, INVOLVING 1.582 ACRES LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF EAST ARLINGTON BOULEVARD AND MULBERRY LANE – (Ordinance No. 14-080)

Community Development Director Merrill Flood showed a map depicting the proposed annexation area, which is located within Winterville Township in voting district #4. The property is currently vacant with no population. No population is estimated at full development. Current zoning is OR (Office-Residential), with the proposed use being



33,860+/- square feet of office space. Present tax value is \$413,471, with tax value at full development estimated at \$3,799,471. The property is located within Vision Area D.

Mayor Thomas declared the public hearing for the proposed annexation open at 7:12 pm and invited anyone wishing to speak in favor to come forward. Hearing no one, he then invited comment in opposition. Also hearing no one, Mayor Thomas closed the public hearing at 7:13 pm.

Council Member Croskery moved to adopt the ordinance to annex the William E. Dansey, Jr. heirs property, involving 1.582 acres located at the northeast corner of the intersection of East Arlington Boulevard and Mulberry Lane. Council Member Glover seconded the motion, which passed by unanimous vote.

FIRST PUBLIC HEARING FOR THE 2015-2016 ANNUAL ACTION PLAN FOR THE CDBG AND HOME INVESTMENT PARTNERSHIP FUNDS

Senior Planner Niki Jones stated that, as a requirement of receiving Community Development Block Grant (CDBG) and HOME Investment Partnership funds, the City must prepare an annual action plan every year of its 2013-2018 Consolidated Plan, which outlines planned activities and funding amounts. The Community Development Department's Housing Division is in the process of identifying activities for this plan for the 2015-2016 fiscal year. The following are activities and projects which the Housing Division proposes to deliver to the community:

- Planning and Administration
- Owner-Occupied Home Rehabilitation
- Downpayment Assistance
- New Construction
- Acquisition of Substandard Properties
- Public Service
- Public Facility Improvements
- Demolition and Clearance
- Economic Development

The Federal government is currently operating from a continuing resolution, therefore, exact funding amounts have not been awarded. The US Department of Housing and Urban Development has advised staff to use last year's award as a base. Last year, the City received \$840,143 in CDBG funds and \$383,808 in HOME funds. Once the US Congress has approved a budget, the City will be notified of the program funding for the 2015-2016 fiscal year.



Council Member Smith asked if the \$100,000 under Housing Rehabilitation was for all homes or for each home. Mr. Jones stated it is for all homes. He stated there is a cap on expenditures of \$60,000 per home and, on average, we spend about \$50,000 per home.

Council Member Smith asked if the cap could be increased. Mr. Jones stated it can, but doing so would reduce the number of families that could be helped.

Community Development Director Merrill Flood pointed out that the housing rehab program is strictly for rehab purposes. There needs to be a more thorough and careful evaluation of which homes will be addressed with program funds and which will not. The key issues are the age of the home, the delayed maintenance and the unexpected things that are found once work has begun. He noted that Mr. Jones' presentation is only a proposed budget and changes can be made if that is the desire of City Council, but there is not much new money coming into the system.

Council Member Smith stated she wants the City to help as many families as possible. She asked if sweat equity was a consideration so that homeowners could assist in the project and thereby reduce costs.

Mr. Flood stated that once a permit is issued the responsibility for the work belongs to the general contractor and most of those do not want to use labor that is not their own. It might be possible to allow homeowners to do things like painting.

Council Member Smith asked about the \$200,000 for public facilities improvements. Mr. Jones stated that is for infrastructure needs such as sidewalks or lighting. This year, about \$70,000 was used toward water and sewer needs.

Council Member Smith asked about demolition costs. Mr. Jones stated it averages about \$5,000 per home, provided there is no asbestos. He noted the City is pursuing an urgent repair grant.

Council Member Blackburn asked if Mr. Jones can share any details about the project in mind for the Public Facilities improvement money. Mr. Jones stated there is a building on West 5th Street for which there may be users if the City does some upfits.

Council Member Glover referenced the presentation at the previous meeting by the State Employee's Credit Union (SECU). She stated she has some concern about the proposed rental costs of \$750 per month, which is higher than some of the nicer areas of the community, when the area median income is around \$30,000. She stated she doesn't want to see homes built, just to have them repossessed.



Mayor Thomas declared the public hearing open at 7:31 pm and invited anyone wishing to speak in favor of the proposed plan to come forward. Hearing no one, he then invited comment in opposition. Also hearing no one, Mayor Thomas closed the public hearing at 7:32 pm.

No action was required.

PUBLIC COMMENT PERIOD

Mayor Thomas opened the public comment period at 7:33 pm, explaining procedures which should be followed by all speakers.

Nancy Colville – No Address Given

Ms. Colville stated after reading the newspaper this morning, she thought Professor Jonathan Gruber had come to Greenville. What started as a street repair bond is now up to \$22 million, with only \$5 million being for street repairs. The people in Greenville are not stupid. The mayor and council members were elected to make decisions on behalf of the people and to be aware of everything the City needs. The proposal from the Bond Committee will be heard tonight and, after hearing it, she hopes the City will go back to the drawing board.

There being no one else present who wished to address the City Council, Mayor Thomas closed the public comment period at 7:35 pm.

OTHER ITEMS OF BUSINESS

FINANCIAL AUDIT FOR THE FISCAL YEAR ENDED JUNE 30, 2014

Financial Services Director Bernita Demery introduced Paula Hodges, from Martin Starnes and Associates, to present the annual audit report.

Ms. Hodges described the approach Martin Starnes takes for conducting the audit, touching on the following key points: planning and risk assessment, interim procedures, final procedures and their year 'round process. Greenville was awarded an unmodified opinion, which is the highest rating, on both internal controls and compliance for all Federal and State programs. She stated that the health of a City's General Fund is determined by calculating its fund balance. As of June 30th, Greenville's available fund balance was \$3.5 million, or 31%, which would cover 3-4 months of the City's expenses.



Ms. Demery added that this is the 25th year the City has received an unmodified, or “clean”, opinion. She stated her department will soon be preparing the Comprehensive Annual Financial Report (CAFR) which will be presented for the annual award.

Council Member Smiley observed that the difference between the budget and actual expenditures appears to be about \$13 million, but he’d understood Ms. Demery to refer to it as being close.

Ms. Demery stated if you disregard the Other Expenses category and Capital Improvements, then it is close. In other words, Operational Expenses versus Revenues were close.

Council Member Smiley asked about monies for projects carried forward.

Ms. Demery stated street improvements were not completed and the ERP money was moved into a Capital Project.

Mayor Thomas asked if the difference within the Public Works budget was a result of changes in Sanitation.

Ms. Demery stated it is because Inspections was moved from Public Works to Community Development.

Council Member Blackburn asked Ms. Demery to explain what she meant by ERP.

Ms. Demery stated ERP stands for Enterprise Resource Planning. It’s the new financial software.

Council Member Smith stated there was roughly \$2.8 million left for transfer. She asked if that included the unfinished projects. Ms. Demery replied it did not.

Council Member Smith moved to rescind one cent of the sales tax imposed at the start of this fiscal year, effective at the beginning of the coming fiscal year. She stated she feels it is appropriate, especially since the City is considering a bond. Council Member Glover seconded the motion.

City Attorney Dave Holec stated that, as far as the scope of the agenda item, it relates to the presentation of the audit report. In his opinion, Council Member Smith’s motion exceeds the scope of the agenda item and is not appropriate at this time. Additionally, the tax rate is set as part of the budget process. The decision on the tax rate is included as a part of the budget ordinance, which is adopted following a public hearing.



Mayor Thomas asked whether it was the City Attorney's opinion that this motion was out of order and not in context of the agenda. City Attorney Holec confirmed that was his opinion.

Council Member Smiley moved to accept the audit report. The motion was seconded by Mayor Pro-Tem Mercer.

Council Member Smith asked how her motion would be dealt with since it received a second.

City Attorney Holec stated she could withdraw the motion, which she was disinclined to do, or the Mayor would make a determination based on the attorney's advice. She, or another member of the City Council, could appeal the Mayor's decision, in which case the City Council would vote on the appeal.

Mayor Thomas stated he accepted the motion and second to rescind one cent of the tax rate, so he would allow discussion and vote on the motion.

Council Member Smiley stated he has no problem with the underlying intent of Council Member Smith's motion because the fund balance does call into question how the current rate was set, but he feels the appropriate time for this discussion would be at a future meeting when the public would have the opportunity to be here if they were aware that it was going to be discussed. He moved to appeal Mayor Thomas' ruling and declare the motion out of order. Mayor Pro-Tem Mercer seconded the motion.

Council Member Blackburn stated she appreciates Council Member Smith's perspective on this issue, but concurs with the City Attorney's recommendation that her motion is out of order at the present time. As Council Member Smiley suggested, the public was not aware of this being a discussion item tonight, nor was the City Council. Departments came in right at, or just under their budgets, and the City has remained in very good financial status by being conservative and prudent. Perhaps there are changes that should be made, but the appropriate time is during budget discussion.

Mayor Pro-Tem Mercer said, to be clear, the current vote results from the attorney giving his opinion on Council Member Smith's motion, the mayor ruling it in order, and Council Member Smiley's motion to appeal the Mayor's ruling. He supports that motion, but doesn't want the vote to be understood. Council Member Croskery said during the budget process this past spring that he wanted to give the second penny back if the budget would allow. He stated he agreed, and his vote tonight in favor of Council Member Smiley's motion does not mean he opposes giving the penny back, as long as it is done in this coming spring's budget process.



Council Member Smith stated the City Attorney said it was up to the Mayor to decide if the Council could vote on her motion to rescind the penny of sales tax. She asked if the Council is saying the Mayor was out of order.

City Attorney Holec stated ultimately, the responsibility for the decision belongs to the City Council. The Mayor, as presiding officer, makes the initial determination, but the City Council always has the opportunity to appeal and overrule.

Council Member Glover stated she has concerns about the tax increase, and particularly about the second penny. The second penny was not on the agenda and citizens were not given the opportunity to be heard on that. The City Council must stop being hypocritical and insure citizens are being taken care of and be transparent.

Council Member Croskery stated he believes he was quoted correctly. The vote on the additional one cent tax increase was a difficult decision. He doesn't know if it was right or wrong, but it was made in the context of budget discussion after a long presentation on various facets of the budget. Although his sentiment is exactly as it was eight months ago, he feels Council Member Smith's motion was out of order and should be done in budget discussion.

Mayor Thomas stated a motion was made and seconded to rescind a penny of the tax increase and his decision to allow the vote was one of principle. As presiding officer, he feels it would be a double standard to have allowed the original vote on the tax increase back in May or June, when a Council Member was not even present and at a time when the increase was not on the agenda and the public had not had opportunity to comment, and not allow this one.

Council Member Blackburn stated, as a point of order, that the two meetings in question were May 9th and May 18th. While it is true that Council Member Smith was not at one of those meetings, there was still a month before the public hearing, so there was ample time for dissemination of information to the public.

Council Member Smiley noted that between May 9th and May 18th, the State knocked about \$1 million out of the City's budget by changing a law that impacted City revenues. The City Council had to give staff some direction on how to address the deficit.

Mayor Thomas said he didn't believe the previous statement was accurate. The actual removal of the privilege license isn't effective until the upcoming fiscal year.

City Attorney Holec clarified there were two actions by the General Assembly. The elimination of the City's authority to collect privilege license fees isn't effective until the upcoming fiscal year, but there was also a decision, effective in the current fiscal year, to



not allow the City to increase its privilege license fees and revenues, which had already been factored into the budget, when Council eliminated the cap on privilege license fees.

Council Member Smiley noted they also changed the City's ability to collect certain taxes on Sweepstakes businesses.

Council Member Glover stated she was hearing some really shaky things that were not true. The last tax was done when the City was about \$500,000 short of being able to balance its budget. City Manager Lipscomb stated the options were to raise revenues or reduce expenses. Various alternatives were considered and it was suggested that money could be taken from the Vehicle Replacement Fund. There was no time for it to be advertised and it had to be decided that night. The Council does not need to defend its actions, but it does need to give the public the truth.

Council Member Smiley acknowledged he'd made an error and the vote to add the second penny was at the June 6th meeting.

Council Member Smith noted that an abbreviated budget process leads to irrational decisions. She did not vote in favor of the first or second increase because of the process used. She stated she is doing everything she can to assure citizens this tax will be rescinded rather than just wait and see.

There being no further discussion, Council Member Smiley's motion to appeal Mayor Thomas' ruling and declare Council Member Smith's motion out of order passed by a vote of 4 to 2 with Council Members Smith and Glover casting the dissenting votes.

Council Member Smiley's motion to accept the audit report passed by unanimous vote.

CAPITAL PROJECTS FUNDING

Council Member Blackburn stated her motivation for initiating this conversation now was to bring certain projects to the forefront for funding consideration as the budget process begins. A boathouse with bathrooms, or perhaps a boat dock, at the Town Common, parks in the University area and a dance floor at Jaycee Park are all worthy of consideration.

Mayor Pro-Tem Mercer stated he appreciates the concern about these projects, which are all good. The time to discuss these are at the budget process, when rational decisions can be made. All are worthy of discussion and the value of having this item tonight is to get the City Council and the public thinking about them.

Council Member Smith agrees that any vote on these items now would be inappropriate, but consideration during the budget process would be good.



Council Member Smiley stated we should be sure to take note of these projects for the budget process.

UPDATE ON MAJOR PROJECTS

Mayor Thomas stated he asked for the report on major projects because it felt it was important to have that context in mind as we hear the report from the Bond Advisory Committee. He stated this was particularly important in the area of roads where we have roughly 700 lane miles, of which 200 miles are at or near failing.

Public Works Director Kevin Mulligan stated that road resurfacing is required every 20-25 years. For Greenville, that equates to the need to resurface 30-35 miles each year. The City would need an annual allocation of \$2.5 million to achieve that goal.

Of the \$4 million allocated by the City Council, \$1.3 million was spent in FY2014 leaving \$2.7 million available for improvements. For 2015, a contract has been awarded to Barnhill Contracting in the amount of \$1,798,772 with the expectation of resurfacing 21 lane miles. Work should be complete in May or June of 2015.

With regard to the parking deck, the contract was for \$4.9 million. The deck itself will be complete this month, but the full project, which includes the plaza surrounding the parking deck, will not be complete until January or February. The plaza work has been expanded because the Redevelopment Commission provided additional funds to complete walkways from 4th to 5th Streets and from Reade to Evans.

South Greenville Recreation Center was originally estimated at \$3.1 million, but has been reduced to \$2.8 million due to the removal of a covered walkway and a 2,200 sq. ft. reduction in size. Design funds of \$200,000 have already been allocated. A contribution of \$600,000 from the Pitt County Schools is expected, leaving a funding need of \$2 million. The Request for Qualification has just gone out, with bids expected in at the end of this month. Following evaluation, bids will be presented to the City Council in February and it is anticipated that the design phase will be complete during the winter of 2015.

RECOMMENDATIONS OF THE BOND ADVISORY COMMITTEE

Mr. Mitchell stated that the City's capital needs were discussed at the City Council Planning Session, the Capital Improvement Plan (CIP) Presentation and at budget meetings which took place between January and May, 2014. On May 5, 2014, the City Council directed staff to develop a bond program for presentation at their next meeting. Staff presented a conceptual bond program to City Council at its May 19th meeting. This program included three areas, which related to Streets, Recreation and Parks and Public Safety. After hearing staff's presentation, the City Council voted to appoint a Bond Advisory Committee



consisting of 14 individuals or 2 appointments each for the Mayor and Council Members. The mission of the Bond Advisory Committee would be to advise the City Council on the content, amount, timing, structure of an advocacy committee and other relevant aspects of a voter bond. City Council members made their individual appointments at the June 12th meeting. He acknowledged and thanked the following members of the Bond Advisory Committee: Kelly Barnhill, Sr., Alberto Blanco, Ashley Breedlove, Bill Clark, Will Franklin, Tony Khoury, Michael Overton, Tony Parker, Tammy Perdue, Bianca Shoneman, Tilwanda Steinberg, Jon Tart and Terri Williams. Mr. Mitchell stated this was a great group of folks who put in a great deal of hard work. They were presented with a tremendous amount of information to review and understand in a short amount of time, and they provided great ideas and opinions. Staff was extremely supportive to the group, who met twice monthly since formation.

During the course of their meetings, the Committee requested staff presentations on various topics and conducted a Project Ranking exercise on 17 potential projects. In total, the Committee discussed these projects as possible bond candidates:



Committee Process

Projects Discussed - Streets

- Street Improvements (Resurfacing)
- 10th St. Connector Enhancements
- Dickinson Avenue Streetscape
- Sidewalks
- W. 5th St. Streetscape, Phase II

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Committee Process

Projects Discussed - Parks

- | | |
|---|--|
| <ul style="list-style-type: none"> South Greenville Recreation Center Park Land Acquisition in Westgate & Southwest Site and New Park Development in Westgate River Related Improvement Projects <ul style="list-style-type: none"> - South Tar Greenway Amenities - River Park North Renovations and Expansion - Eastside Park Initial Development - Phil Carroll Nature Preserve Improvements | <ul style="list-style-type: none"> Town Common Improvements City-Wide Park Improvements <ul style="list-style-type: none"> - Boyd Lee Park Improvements - Bradford Creek Public Golf Course Improvements - Bradford Creek Soccer Complex Improvements and Land Acquisition - Greenfield Terrace Park Improvements - Paramore Park Improvements |
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Committee Process

Projects Discussed - Economic Development

- | | | |
|---|--|---|
| <p style="color: red; font-weight: bold;">Enhanced Versions of Streets Projects</p> | <p style="font-size: 2em; color: red;">}</p> | <ul style="list-style-type: none"> 10th St. Connector Enhancements Dickinson Corridor Enhancements 1st Street and Town Common Frontgate Retail Corridor Medical District Tech Park Sports Complex Baseball Stadium |
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Mr. Mitchell stated that after much hard work and thoughtful deliberation, the Committee recommends a \$21.9 million bond referendum consisting of two parts, a \$9.9 million streets package and a \$12 million Sports Complex.

The \$9.9 million streets package, which was approved by a vote of 11 to 1 by the Committee, includes:

- \$5 million for Street Improvements
- \$1.75 million for 10th Street Connector Enhancements
- \$2.45 million for Dickinson Avenue Enhancements
- \$500,000 for Sidewalks
- \$200,000 for Debt Issuance

The \$12 million Sports Complex, which was approved by a vote of 7 to 5 by the Committee, includes:

- A regional-scale facility on approximately 180 acres
- Possible amenities of baseball, softball, soccer, lacrosse and football fields, a stadium, playgrounds, concessions, restrooms and parking
- Potentially located adjacent to Bradford Creek Soccer Complex
- Intended to serve both large tournaments and existing City programs
- Intended to increase out-of-town visitors, which would directly or indirectly lead to increased tax base (occupancy taxes, property taxes, sales taxes)

In addition, Mr. Mitchell stated the Committee also unanimously approved making the following additional recommendations to the City Council:

- City Council consider utilizing at least \$.01 of the \$.02 property tax increase approved for the current year to fund debt service associated with the proposed bond.
- City Council allocate street resurfacing funding annually in an amount sufficient to get the City on a 20 – 25 year street resurfacing schedule.
- City Council take the steps necessary to further refine conceptual projects that could be included in a future bond initiative or be funded through alternative means (i.e. prepared meals tax). Such projects include, but are not limited to, 1st Street / Town Common Improvements; various parks improvement projects, and various recommendations of the Tar River Legacy Plan.
- City Council discuss the need to establish and maintain a regular bond schedule

Upon motion by Council Member Smiley and second by Council Member Croskery, the City Council voted unanimously to accept the report from the Bond Advisory Committee.



Council Member Blackburn moved to make this issue a discussion item for the January Planning Retreat. Council Member Croskery seconded the motion, which passed by unanimous vote.

Mayor Pro-Tem Mercer asked about the reference to increased property tax base related to the Sports Complex.

Mr. Mitchell stated he feels the Sports Complex is more related to economic development because the real emphasis is on sales tax. Assistant City Manager Chris Padgett stated that the potential property tax impact is for the amenities that would develop around the Sports Complex. City Manager Lipscomb added that the Rocky Mount City Manager had indicated there was about \$2 million in economic impact related to their facility in the first year.

PREVIOUSLY FUNDED IMPROVEMENTS AND MAINTENANCE AT EASTSIDE PARK

Council Member Blackburn stated she'd asked for this discussion because Eastside Park is loved by many people, but it lacks sidewalks and driveways and basic amenities such as swingsets. Still, it is a very popular place for people to walk their dogs and take their children. Recent storms have resulted in a large tree falling at the entrance and some kiosks with broken glass. She said she was hoping for an update on what is going on with Eastside Park.

Recreation and Parks Director Gary Fenton stated he had done some research on this park, which was originally known as the Highway 33 property. He reviewed the following timeline of events:

 <p>Timeline - Hwy 33 Property</p> <ul style="list-style-type: none"> • 1/29/2010 Draft Capital Improvement Program (CIP) for FY11 distributed; includes \$120,000 for Greenfield Terrace Park (GTP) improvements. • 3/1/2010 \$35,000 added to FY10 budget from contingency to allow GTP walking trail to move forward within FY10. 	 <p>Timeline, cont.</p> <ul style="list-style-type: none"> • 6/7/2010 Consideration whether the FY11 CIP walking trail money replaced by this \$35,000 contingency allocation could be designated towards master planning for the Hwy 33 park land. Council approves. • 6/10/2010 Council approves the FY11 budget; CIP eliminates \$35,000 of the \$120,000 GTP funding, reducing line item to \$85,000.
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Timeline, cont.

- CIP also added a \$35,000 appropriation for "Hwy 33 Park Development," not originally included in the draft CIP.
- Ultimately, \$23,331 from completed and closed out capital projects was added to the \$35,000, bringing the line item to \$58,331.
- The original plan was to use any remaining funds not utilized for the master plan for primitive trail routes and signage.

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Timeline, cont.

- 10/14/2010 Council approves entering into contract with Rivers & Associates for development of master plan for "Eastside Park;" \$46,500.
- Two (2) gates, three (3) signs and a kiosk were subsequently installed on site.
- 6/6/2011 \$11,500 remaining in the line item were carried over to FY12.

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Timeline, cont.

- 6/9/2011 Council adopts completed master plan.
- End of FY12, remaining "Eastside Park" capital allocation was not carried forward, and reverted to fund balance.

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Mr. Fenton stated that he could only speculate as to why the funding was not carried forward, and he feels there are two possibilities. One is that it was simply an oversight. At that time, the City was in the middle of numerous capital projects such as the Drew Steele Center, the Eppes Recreation Center and others. The other is that there was a concern at the time, and still is, about parking for the site, and for parking not to become a problem for the residents of River Hills.

Mr. Fenton showed a map of the property, which is located between 10th Street and the Tar River. He stated it is City land, purchased initially with expansion of the cemetery in mind, and a park, half and half. Subsequent to that, for reasons he is not aware of, the interest in expanding the cemetery was lost and emphasis on the land became focused on just a park. He showed the location of the three access gates, which are near the synagogue, the active part of the cemetery and at Sloan Drive within River Hills. He briefly discussed the problems associated with public access to and parking within the park.

Council Member Blackburn stated there was never intended to be public access to the park through River Hills, but rather access off Highway 33 East.



Mayor Thomas asked if this park is in the park system in terms of maintenance.

Mr. Fenton stated it is for minor maintenance, such as the complaints about the fallen tree or the broken glass, but the City does not go out there and mow, nor does it contract out for mowing. He referred to a lease arrangement with a farmer who keeps it mowed. He stated they've tried to make it accessible to people without making it so desirable, at this stage in the game, that people from all over the City would want to use it due to the access and parking issues which currently exist. He referred to a red line on the map which is the stub of a future street called Parkside Drive. It will go a lot further into the park and that is the planned future access for the park. Several Council Members voiced their objection to using the cemetery for either access or parking for the park.

Council Member Smith asked if the money not used for Greenfield Terrace was moved to Eastside, and if money from Eppes was moved to Eastside as well. She also asked, if that was the case, why did it happen. Who made the decision, and when did it happen?

Mr. Fenton replied that whenever you close out a capital project, if there is money left over, it can be used in another 9500 capital project. The budget process is based on best guess; sometimes it comes in higher and sometimes it comes in lower. But the whole 9500 realm is essentially like the operating budget – if you go over in one line item, you balance it out by being under in another line item. The important thing is that the bottom line remains at or under the allocated amount.

Council Member Smith asked again who makes the decision about where the money goes.

Mr. Fenton stated whenever there is a shortfall or an excess of funding, the department discusses its needs with Finance to make sure any use of funds is appropriate.

Council Member Smith stated there had been money allocated to purchase the land for a park in Countryside Estates, but because there was an extreme need with the ceiling falling at the Aquatics Center, that money was taken to be used for repairs. It was agreed that any money remaining would be returned to the Countryside Estates project, but it somehow wound up designated for Eastside.

Mr. Fenton stated he could not say where the money went without researching that in particular, but he could say that the Recreation Department negotiated a land purchase for a park for Countryside Estates and the City Council decided not to purchase that land.

Council Member Smith stated that decision was made because they were faced with the higher priority of the ceiling falling at the Aquatics Center and the Council had to make the difficult decision of not purchasing the land in order to maintain an existing facility at which people were paying memberships. She stated she was a part of that decision because she doesn't believe in letting things ruin. This was not a decision that said the City



was no longer interested in acquiring land for a park for Countryside Estates and it should never have been dropped from the Capital Improvement Plan. Council Member Smith said she is concerned that money left from Greenfield Terrace or other projects on that side of town would not be placed back into the pot of money for that purpose rather than being diverted to projects on the other side of town.

After consulting with Assistant City Manager Padgett, he stated that he'd been informed the \$35,000 with Greenfield Terrace happened before the issue she was referring to. He stated there was no money left in the Eppes budget; rather money was borrowed from other places to complete that project.

Council Member Smith stated she still has questions and concerns and suggested that Mr. Fenton research these issues further and address them at the January Planning Session.

Council Member Blackburn stated the allocation for the Eastside Park Master Plan was made about two years before the Aquatics Center roof failed. The money for Countryside was still in place and intact at that time. Money was taken from the contingency fund to do the Greenfield Terrace, which left money over into the new fiscal year. That money was taken, with a little more added to it, so nothing was taken away from the Countryside funds at that time.

Council Member Blackburn stated that her concern was that some of the money that was allocated for the Master Plan wasn't spent. She thought the Master Plan cost \$34,000, leaving about \$20,000 that could be spent on the park. The bottom line is that there are many park needs and she hopes we will someday be able to fund them all. Council Members Smith and Glover have both mentioned park needs they feel are important and there will not be any argument from her. She supports all parks.

COMMENTS FROM THE MAYOR AND CITY COUNCIL

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

CITY MANAGER'S REPORT

City Manager Lipscomb stated she and the City Attorney traveled to Raleigh today to join with other cities in working on the formation of the League of Municipalities' Advocacy Goals for the coming year. More information on that will be forthcoming.



ADJOURNMENT

Council Member Croskery moved to adjourn the meeting, seconded by Council Member Blackburn. There being no further discussion, the motion passed by unanimous vote and Mayor Thomas adjourned the meeting at 10:20 p.m.

Respectfully submitted,

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

Carol L. Barwick, CMC
City Clerk



City of Greenville, North Carolina

Meeting Date: 1/12/2015
Time: 6:00 PM

Title of Item: Ordinance enacting and adopting Supplement Number 2014-S6 to the City of Greenville Code of Ordinances

Explanation: **Abstract:** The City Council will consider adopting and enacting a supplement to the Code of Ordinances which incorporates all ordinances of a general and permanent nature adopted after December 12, 2013 and on or before June 12, 2014.

Explanation: In accordance with a Codification Agreement (Contract No. 1757) dated November 14, 2008, between the City of Greenville and the North Carolina League of Municipalities, along with its code contractor, American Legal Publishing Corporation, the Code of Ordinances was fully revised and updated to include all ordinances adopted through October 8, 2009. Subsequent to this initial revision and update, American Legal Publishing Corporation maintains the City Code by producing supplements to the printed version and hosting/updating an online version of the City Code.

Supplement Number 2014-S6 incorporates all ordinances of a general and permanent nature enacted after December 12, 2013 and on or before June 12, 2014.

Fiscal Note: Total cost for production of Supplement 2014-S6 is estimated at \$1,300. A final bill has not yet been received. Funds are included in the City Clerk's Office budget for this expense.

Recommendation: Adopt the ordinance enacting and adopting Supplement Number 2014-S6 to the City of Greenville's Code of Ordinances.

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

Attachments / click to download

 [Ordinance adopting Supplement 2014 S6 to the Code of Ordinances 994878](#)

ORDINANCE NO. 15-_____

AN ORDINANCE ENACTING AND ADOPTING SUPPLEMENT NUMBER 2014-S6 TO
THE CODE OF ORDINANCES OF THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, American Legal Publishing Corporation of Cincinnati, Ohio, has completed Supplement Number 2014-S6 to the Code of Ordinances of the City of Greenville, North Carolina, which supplement contains all ordinances of a general and permanent nature enacted after December 12, 2013, and on or before June 12, 2014; and

WHEREAS, North Carolina General Statute 160A-77 empowers and authorizes the City of Greenville to adopt and issue a code of its ordinances in book form and to adopt supplements.

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

Section 1. That Supplement Number 2014-S6 to the Code of Ordinances of the City of Greenville, North Carolina, as submitted by American Legal Publishing Corporation of Cincinnati, Ohio, be and the same is hereby adopted by reference as if set out in its entirety.

Section 2. Such supplement shall be deemed published as of the day of its adoption and approval by the City Council of the City of Greenville, and the City Clerk of the City of Greenville, North Carolina, is hereby authorized and ordered to insert such supplement in the copy of the Code of Ordinances kept on file in the Office of the City Clerk.

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

This the 12th day of January, 2015.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk



City of Greenville, North Carolina

Meeting Date: 1/12/2015
Time: 6:00 PM

Title of Item: Contract with International Association of Chiefs of Police for Police Chief Recruitment and Selection Process

Explanation: **Abstract:** The City Manager desires to contract with the International Association of Chiefs of Police (IACP) to utilize their expertise in conducting a recruiting and selection process for the Chief of Police position.

Explanation: Police Chief Hassan Aden has resigned from the City of Greenville effective January 12, 2015. The City Manager wishes to enter into a contract with the International Association of Chiefs of Police (IACP) to conduct a recruiting and selection process to fill the vacant Police Chief position. The City contracted with IACP in 2012 to provide similar services, which resulted in the hiring of Chief Aden.

Services to be provided are outlined in the attached proposal. The recruitment and selection process is expected to take four to six months.

Fiscal Note: The cost for the IACP comprehensive executive search is \$29,000 plus travel expenses for IACP staff. Additionally, the cost to have IACP conduct the assessment center for candidates will cost \$4,000. There may also be travel costs incurred for assessors and candidates participating in the assessment center. Funds are to come from unused salaries (due to vacancies) in the Police Department's budget.

Recommendation: Approve the contract with IACP and authorize the City Manager to execute the contract documents.

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 [IACP Proposal](#)



IACP Executive Search Services

A Proposal for the City of Greenville, North Carolina

The International Association of Chiefs of Police (IACP) offers the most comprehensive and thorough police executive search process available. We take pride in working closely with the client agency and its stakeholders during all stages of the transition process. A nationwide IACP executive search process typically follows the work plan outlined below. However, the IACP is always able to tailor its services to meet the needs and requirements of the client agency.

I. JOB AND CANDIDATE PROFILING

At the very outset, specific criteria will be established in cooperation with hiring officials to define qualifications of the ideal candidate. Criteria typically include management style; policing philosophy; minimum education; minimum level of law enforcement command experience; demonstrated ability to work with the community and social agencies in pursuit of common goals; unquestionable record of integrity; and demonstrated leadership, management, team building, and crime-control program implementation skills.

Job Analysis. An on-site job analysis will be conducted. The analysis will produce a comprehensive list of tasks, duties, and responsibilities for the next chief. The analysis will specify additional critical knowledge, skills, and abilities required to perform effectively as a police leader and manager.

The contemporary police chief is properly expected to lead. He or she is expected to

- promote professional ethics and values.
- foster public support for the agency.
- ensure that the public is satisfied with police services.
- establish objectives.
- achieve those objectives successfully.
- create and maintain an effective and motivated police force.
- manage resources productively.
- observe professional police principles.
- function productively with external agencies.
- remain accountable to the governing body.

The leadership role must be fulfilled in a way that satisfies not only the many constituencies both inside and outside of the police agency. Failure to do so usually results in conflict, acrimony, and frustration. The IACP job analysis will concentrate on all of the foregoing dimensions and

requirements in the police, government, and community settings. The result of the job analysis is a comprehensive position profile that will guide recruitment and initial screening efforts.

Profiling Methodology. Our profiling methodology includes interviews with a cross section of individuals from various constituencies. In a municipal environment, these normally include elected and appointed leaders, heads of other departments, police union officials, members of the police agency, civic and religious leaders, business leaders, and members of the community.

Our methodology also entails an examination of factors and trends that condition the client's policing environment. Factors and trends of significance are policing style, serious and less serious crime, citizen attitudes and complaints, police resources, staff characteristics, urgent problems, and significant accomplishments and department assets. Prime candidates will insist on such information when seriously considering applying for the job. The information also enables us to appraise candidate qualifications.

The IACP concentrates heavily on discovering and, if necessary, formulating, specific goals and objectives the new chief will be expected to achieve, problems to be solved, and innovations sought. Our view is that the thoroughness of job profiling dictates the effectiveness of the entire search process. Accordingly, the IACP focuses substantial attention at this initial phase of the process.

II. RECRUITMENT MARKETING & ADVERTISING

The IACP offers unparalleled reach into the law enforcement community and will leverage our considerable avenues of information transfer to support the client's recruitment effort. Specific examples include:

Promotional Recruitment Brochure. The IACP will develop and distribute a full color recruitment brochure describing the position, the hiring agency, and the jurisdiction designed to elicit responses from the best possible applicants. This brochure will be converted into a full page advertisement for publication in the IACP's monthly magazine, *Police Chief*, contingent upon the magazine's production schedule.

The IACP Network. Using our nationwide network of governmental and police executives, the IACP will proactively search for (cold source) ideal candidates. The IACP will discuss this position with individuals across the country whose professional judgment is respected and solicit their recommendations. The IACP is uniquely qualified through its position in the law enforcement community to identify and recruit the most dynamic and highly qualified law enforcement executives.

Internet and Email. An ad will be prominently posted on www.DiscoverPolicing.org, the official career center of the IACP and an award-winning police recruitment website. In addition, awareness of the job will be promoted through a series of email notices sent directly to

IACP members, including prominent placement in the *IACP News* biweekly e-newsletter with a distribution of 33,500. Finally, the announcement will be shared through the IACP's social media outlets, including Facebook and Twitter with a combined following of 20,000+.

Diversity Recruitment. We will provide notices to and solicit candidate recommendations from diversity-oriented groups like the National Organization of Black Law Enforcement Executives, the Hispanic American Command Officers Association, the National Center for Women and Policing, and the National Association of Women Law Enforcement Executives. The IACP understands the importance of diversity and works hard to ensure an inclusive recruitment process. Many successful finalists in past IACP searches for police chief and other command positions have been minority candidates.

III. APPLICANT SCREENING, EVALUATION & SELECTION

Resume Receipt and Review. The IACP will acknowledge receipt of application materials from candidates and conduct an initial review of all resumes and cover letters. Applicants are categorized based on their basic qualifications relative to the needs of the department as identified through the job analysis. Common evaluation factors include:

- Experience as a chief or at a command level, including consideration of breadth and depth of experience.
- Patterns of employment, including frequency of job changes and gaps in employment.
- Experience in an agency or environment similar to the client agency.
- Demonstrated record of accomplishments in areas of specific relevance to the client.
- Evidence of formal education and specialized leadership training such as the FBI National Academy.
- Written communication skill and the extent to which the candidate expresses an understanding of the department and is able to present and correlate his or her qualification to the needs of the agency.

This initial review process will identify the best candidates (approximately 15 semifinalists) for initial screening.

Semifinalist Screening. Initial screening typically involves internet checks (including full-text news search on Lexis Nexis) and structured telephone interviews tailored to the agency's job. We have found that at this stage, thorough questioning of the candidate and an internet search provide adequate information to form an accurate picture of the candidate's history. Based on the results of the initial screening, the IACP will recommend a group (approximately six) of the most highly qualified candidates for further on-site evaluation. Brief dossiers on each recommended finalist are provided summarizing the candidate's resume and the results of the preliminary background checks and telephone interviews. The IACP will conduct a conference call with City officials to review the results of the semifinalist screening and discuss the recommended finalists.

Finalist Evaluation. The IACP will assist with evaluation of the finalists, including development of an interview process, scheduling, coordination of finalist travel arrangements, and on-site administration. The IACP typically recommends an independent structured interview process with IACP-provided interviewers, augmented by one or more client interview panels. For the IACP panel, we will develop interview questions designed to reveal comparative strengths and weaknesses of the finalists and the best match among candidates and the job. Questions are based on the job analysis as well as knowledge of the department and its policing environment. The IACP panel runs parallel to any interviews planned by the hiring authority. The IACP will schedule, coordinate, and facilitate the interview process, including arrangement of candidate travel, and can assist in city panel selection and question development as needed.

Assessment Center Option. At your option, an assessment center will be conducted to evaluate the managerial and administrative capabilities of the final group of five or six candidates. In an assessment center, candidates participate in a series of individual and group exercises that simulate critical aspects of the target job. Trained assessors observe each candidate's performance and evaluate their behavior on predefined dimensions that relate to success in the specific job in question

Selection. Immediately following the evaluation process, the IACP search team will facilitate a meeting between IACP subject matter experts and city selection officials. Candidate strengths and weaknesses, as revealed by all efforts undertaken, will be documented and discussed at length with participants in all panels sharing their impressions and feedback. Following this intense dialogue, clients are generally prepared to make a well informed hiring decision at the conclusion of this meeting.

On-site Background Investigation. Our experienced investigators will conduct a thorough on-site background investigation of the selected candidate. A candidate's current supervisor and subordinates, leaders in the community, union representatives, and others who know the candidate will be contacted and interviewed at length. Records concerning civil suits, financial status, driving history, etc., will be obtained. The entire career of the candidate is considered and controversies in previous jobs are investigated as necessary.

Offer Negotiation. The IACP is able to assist in extending and negotiating an offer to the top candidate as needed.

IV. TIMELINE

The typical executive search can be completed within four to six months. While this time frame was designed to produce work that meets IACP quality standards, we are happy to work to accommodate individual agency needs. The following table outlines the major activities of an IACP search and the estimated timeframe to complete each.

Activity	Estimated Timeframe
Contract Execution	-
Onsite Visit - Job/Candidate Profile	2 weeks of contract execution
Open Job; Begin Recruitment Marketing and Advertising	Immediately following on-site; continue for 30 – 60 days
Review resumes, make first cut	2 weeks after job closes
Conduct initial screening / phone interviews; select finalists; Deliver finalist dossiers	2 weeks after making first cut
Develop interview questions or assessment exercises; Schedule and conduct on-site evaluation for finalists.	2.5 weeks after phone interviews
Conduct background on candidate; Negotiate offer	2 weeks after on-site interviews

V. QUALIFICATIONS

The IACP is a non-profit 501c(3) corporation, chartered in the District of Columbia and headquartered in Alexandria, Virginia. The IACP is the world's leading association of law enforcement executives with over 23,000 members in over 100 countries. Headquarters staff comprises approximately 100 professionals engaged in a variety of activities, from grant management and research to training and technical assistance. The association's mission is simple: to serve the police leaders of today and develop the leaders of tomorrow. Assisting agencies with the identification and placement of that leadership helps us attain that goal. The IACP differs from private firms who are in the business of offering executive search services. We are motivated by our commitment to improving law enforcement leadership and professionalism across the country. Further, we concentrate our efforts exclusively on police and law enforcement matters. We do not diffuse our interests and capacities.

Since the association began its program of field consulting in 1935, it has conducted hundreds of management surveys, technical assistance projects, staff studies, planning projects, and has provided contract training and testing services for jurisdictions of all sizes and types. The IACP's Executive Search Service was established in 1986 in response to urgings of local government officials, chiefs, and potential chiefs. Since that time, the same veteran team of resident professional staff and associate consultants has assisted scores of police organizations with the important task of identifying future leadership. Project team resumes are available upon request.

VI. COST

The IACP prices its professional services on a fixed fee for service basis. Below are the proposed fees associated with providing these services to your agency. The IACP is always ready to tailor its services to your agency's needs and financial abilities. The proposed price can be adjusted, therefore, to accommodate variations in scope of services, either greater or lesser.

PROCEDURE	COST
Comprehensive Executive Search <i>(includes Structured Interview and on-site background investigation of finalist)</i>	\$29,000 plus IACP travel expenses
Assessment Center Option	additional \$4,000

The flat fee outlined above is inclusive of all developmental and administrative costs except travel for IACP staff, consultants, and assessors and assessor honoraria, if any. *Candidate travel expenses are not included* and will be paid directly by your agency, or reimbursed if incurred by the IACP.

Generally, one half of the fixed fee is billed upon contract initiation. The remainder of the fixed fee and reimbursable expenses are billed upon project completion. This customary arrangement is subject to negotiation.

VII. CONTACT

Kim Kohlhepp

Manager

International Association of Chiefs of Police

Center for Professional Services

44 Canal Center Plaze, Suite 200

Alexandria, VA 22314

kohlheppk@theiacp.org

Direct: 703-647-7237

Main line: 800-THE-IACP



City of Greenville, North Carolina

Meeting Date: 1/12/2015
Time: 6:00 PM

Title of Item: Resolution approving a lease agreement with American Legion Post 160 for property located on the northeast corner of Chestnut Street and North Skinner Street

Explanation: **Abstract:** American Legion Post 160 has been leasing the old West End Fire Station located on the northeast corner of Chestnut Street and North Skinner Street since 1997. The current lease expires on February 28, 2015, and a new lease agreement needs to be executed.

Explanation: American Legion Post 160 has been leasing the old West End Fire Station located on the northeast corner of Chestnut Street and North Skinner Street since 1997. Post 160 uses the building for its meetings and activities and also allows other groups to use it for meetings and functions. The annual lease payment is \$1, but the Post is responsible for all repairs, maintenance, and utilities expenses.

The proposed lease is for a five-year period under the same provisions as the previous lease except that it no longer recognizes the use of the building by Brown New Living, Inc. as a food distribution site; this use is no longer occurring. The building is allowed to be used for meetings and functions of the American Legion and for other meetings and functions specifically approved by the American Legion. This has been considered as a good use of the building, which provides a site for community meetings and functions. The required notice of the intent to authorize the lease has been published. A copy of the lease is attached.

The attached resolution approves the lease agreement with the American Legion Post 160 for the property currently known as the old West End Fire Station located on the northeast corner of the intersection of Chestnut Street and North Skinner Street for a term of five (5) years commencing on March 1, 2015, and terminating on February 29, 2020, for the annual rental sum of one dollar, and does further authorize the City Manager to execute said lease agreement.

Fiscal Note: \$1 to be received as an annual lease payment each year.

Recommendation: Approval of the resolution which approves the lease agreement with the American Legion Post 160.

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- [📄 Resolution approving Lease Agreement with American Legion Post 160 853650](#)
 - [📄 2015 Lease Agreement American Legion Post 994032](#)
-

RESOLUTION ____-15
RESOLUTION APPROVING LEASE AGREEMENT WITH
AMERICAN LEGION POST 160

WHEREAS, North Carolina General Statute 160A-272 authorizes the City Council of the City of Greenville to approve a lease of property for a term of less than ten (10) years for any property owned by the City for such terms and upon such conditions as City Council may determine; and

WHEREAS, City Council does hereby determine that the property herein described will not be needed by the City for the term of the lease.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that it does hereby approve the Lease Agreement with the American Legion Post 160, for the property currently known as the old West End Fire Station located on the northeast corner of the intersection of Chestnut Street and N. Skinner Street for a term of five (5) years commencing on March 1, 2015, and terminating on February 29, 2020, for the annual rental sum of one dollar, and does further authorize the City Manager to execute said Lease Agreement.

This the 12th day of January, 2015.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

**NORTH CAROLINA
COUNTY OF PITT**

**LEASE
AGREEMENT**

THIS LEASE AGREEMENT, made and entered into this the ____ day of January, 2015, by and between the City of Greenville, a North Carolina municipal corporation, Party of the First Part and hereinafter referred to as LESSOR, and American Legion Post 160, Party of the Second Part and hereinafter referred to as LESSEE;

Subject to the terms and conditions of this Lease Agreement, LESSOR does hereby let and lease unto the LESSEE, and LESSEE does hereby lease from the LESSOR, the following described premises located in Greenville, North Carolina:

A building known as the old West End Fire Station located on the northeast corner of the intersection of Chestnut Street and N. Skinner Street, and a specific tract of land upon which the building is located and immediately abutting the building being bounded on the south by the northern right-of-way of Chestnut Street, on the west by the eastern right-of-way of N. Skinner Street, on the north by a line parallel with Chestnut Street forty (40) feet north of the backline of the building, and on the east by a line parallel with N. Skinner Street twenty (20) feet east of the east side of the building at the bottom of the swale.

The terms and conditions of this Lease Agreement are as follows:

1. Term.

The term of this Lease Agreement is for five (5) years, commencing on the 1st day of March, 2015, and expiring on the 29th day of February, 2020.

2. Rent.

The annual rent shall be ONE DOLLAR, and shall be paid by the first day of March of each year. Rent payments shall be delivered to the Director of Financial Services of the City of Greenville, P.O. Box 7207, Greenville, NC 27835.

3. Use of Leased Premises.

During the term of this Lease Agreement, LESSEE shall use the leased premises for meetings and sponsored functions of the LESSEE and for other meetings and functions specifically approved by the LESSEE. LESSEE shall make no other use of the leased premises without the prior written consent of the LESSOR.

4. Additional Limits and Conditions.

In addition to the restrictions on the use of the leased premises set forth in paragraph 3, the LESSEE agrees to the following limits and conditions governing the use of the leased premises:

- (a) The possession of and use of alcoholic beverages is prohibited on the leased premises, except for scheduled social functions of the LESSEE held exclusively for the members and guests of the LESSEE.
- (b) All use of the leased premises must cease by 9:00 PM, except for scheduled social functions of the LESSEE held exclusively for members and guests of the LESSEE and scheduled meetings of the LESSEE held exclusively for members and guests of the LESSEE.
- (c) There shall be no music or sound at the leased premises which violates the provisions of the Noise Control Ordinance contained in Chapter 5 of Title 12 of the Greenville City Code.
- (d) Persons not participating in scheduled meetings or functions or activities at the leased premises will not be allowed to loiter on the premises and will be considered as trespassers.

5. Trespass Agreement.

LESSEE shall complete and file with the Greenville Police Department a Trespass Agreement which authorizes Greenville Police Department officers to remove and/or arrest trespassers upon the leased premises. LESSEE shall ensure that the Trespass Agreement is kept current and effective during the term of this Lease Agreement.

6. Use as Polling Site.

LESSOR specifically reserves the right to use the leased premises as a voting polling place when needed.

7. Activities Report.

Within thirty (30) days of a request by the LESSOR, the LESSEE shall provide a written report to the LESSOR on the meetings, functions, and activities occurring on the leased premises during the term of this Lease Agreement.

8. Signage.

No signs shall be erected on the leased premises without the prior written approval of the LESSOR. Notwithstanding the foregoing, it is understood and agreed that LESSEE shall be permitted to install a sign, subject to the approval of the LESSOR, to identify the building as American Legion Post 160.

9. Acceptance of Leased Premises.

The LESSEE agrees to accept the leased premises in its present physical condition.

10. Repairs and Maintenance.

The LESSEE shall, at its expense, be responsible for all maintenance and repairs, both major and minor, of the leased premises. The responsibility of the LESSEE includes, but is not limited to, the following maintenance of the leased premises:

- (a) Routine, periodic maintenance for heating and air conditioning systems including, but not limited to, the replacement of filter pads.
- (b) Maintenance of lawns.
- (c) Fire extinguisher servicing, pest control, and outside trash disposal.

The LESSEE shall, at its expense, be responsible for the maintenance and repairs to the leased premises so that the leased premises are kept in a habitable and usable condition. The LESSEE shall, at its sole expense, keep the leased premises, in good condition, reasonable wear and tear excepted. The LESSEE shall give the LESSOR notice of any repairs made.

The LESSEE shall, at its expense, be responsible for keeping the leased premises in a good, clean, neat, attractive, pleasant and sanitary condition at all times. The LESSEE shall be responsible for providing and paying for all charges for housekeeping, cleaning, and janitorial services at the leased premises.

11. ANNUAL INSPECTION:

During the term of this Lease Agreement, the LESSEE and LESSOR shall make an annual inspection of the leased premises to determine the state of maintenance and repair and to discuss any mutual concerns regarding the upkeep and maintenance of the leased premises. The Chief Building Inspector, the Building and Grounds Superintendent of the Public Works Department, and Risk Manager or their designees shall represent the LESSOR in the annual inspection. The Post Commander or his designee shall represent the LESSEE in the annual inspection. Other employees of the LESSOR or members of the LESSEE may participate in the inspection.

12. Alterations and Improvements.

No alterations, additions, improvements, or renovations shall be made to the leased premises without the prior written consent of the LESSOR.

13. Utilities.

The LESSEE shall be responsible for providing and paying for all charges for electricity, lighting, heating, water, air conditioning, and sewer used by LESSEE in connection with the occupancy of the leased premises. The LESSEE shall be responsible, at its expense, for the telephone charges, network connection charges, and all charges for utilities used by LESSEE in connection with the occupancy of the leased premises.

14. Insurance.

The LESSEE will at all times during the term of this Lease Agreement, at its expense, insure and keep in effect insurance on the leased premises against claims for personal injury or property damage under a policy of general liability insurance with a combined single limit of not less than \$1,000,000 with the LESSOR named as an additional named insured, written by an

insurance company or companies authorized to do business in the State of North Carolina. The LESSEE shall provide the LESSOR with a certificate of insurance evidencing said coverage.

15. Damage or Destruction by Fire or Other Casualty.

In the event that the building located on the leased premises is destroyed by fire or other casualty or act of God, then this Lease Agreement shall terminate as of the time of such destruction without action on the part of either the LESSOR or the LESSEE. In the event that the building located on the leased premises is so damaged by fire, other casualty, or act of God that more than fifty percent (50%) of the floor space of the building cannot reasonably be used by LESSEE in the conduct of its activities, or the building is so damaged by fire or other casualty or act of God that it cannot, in the LESSOR's opinion, be economically repaired, then either party shall have the option to terminate this Lease Agreement by the provision of written notice to the other party.

16. Assignment and Subletting.

LESSEE may not assign or transfer this Lease Agreement or sublet the leased premises or any part of the leased premises without the prior written consent of the LESSOR. Notwithstanding the foregoing, it is understood and agreed that the LESSEE may allow Brown's New Living, Inc. to use the leased premises only as a food or clothing distribution site for persons in need provided that LESSEE shall not charge Brown's New Living, Inc. any fee for the use of the leased premises

17. Indemnity.

The LESSEE agrees to indemnify and save harmless the LESSOR and its officers and employees from and against any and all claims and demands whether from injury to person, loss of life, or damage to property, associated with the programs, functions, and activities conducted or approved by the LESSEE on or within the demised premises.

18. Surrender on Termination.

Upon the termination of this Lease Agreement for any reason, the LESSEE shall yield and deliver peaceably to the LESSOR possession of the leased premises and any alterations, additions, and improvements made by LESSEE thereto, promptly and in good condition, order, and repair, except for reasonable wear and tear and acts of God.

19. Default.

If LESSEE shall neglect to pay any annual installment of rent when due, or shall neglect to do and perform any other matter agreed to be done, and shall remain in default for a period of thirty (30) days after receiving written notice from LESSOR calling attention to the non-payment or default, LESSOR may declare this Lease Agreement terminated and take possession of the leased premises without prejudice to any other legal remedy it may have on account of such default. If LESSOR neglects to do or perform any matter agreed to be done in this Lease Agreement and shall remain in default for a period of thirty (30) days after written notice from

the LESSEE calling attention to such default, the LESSEE may declare this Lease Agreement terminated without prejudice to any other legal remedy it may have on account of such default.

20. Liens.

The LESSEE agrees that it will not permit the claim of any contractor, sub-contractor, mechanic, laborer or materialmen to become and remain a lien on the leased premises or upon the right, title or interest of the LESSEE created by this Lease Agreement after the indebtedness secured by such lien shall become due unless the same is in the process of actually being contested in good faith on the part of the LESSEE and in any event the LESSEE will protect, indemnify and save harmless the LESSOR from and in respect of any and all such claims.

21. Access.

LESSEE will be able to secure and restrict access to the leased premises when not in use for its activities. Notwithstanding the foregoing, LESSOR and LESSOR's officers and employees shall have full access to enter the leased premises anytime to examine the condition thereof or make repairs, additions or alterations as may be necessary for the safety, preservation or improvement of the property which the LESSOR, in its sole discretion, determines to make or for any other purpose which the LESSOR deems appropriate as it relates to the physical facility and equipment.

22. Quiet Enjoyment.

LESSOR agrees that LESSEE, upon payment of rent and performing the agreements in this Lease Agreement may peacefully and quietly have, hold and enjoy the said leased premises in accordance with all the terms of this Lease Agreement.

23. Notices.

Any notice provided for herein shall be deemed to have been served sufficiently when presented personally or sent by first class mail addressed as follows:

If to LESSOR:
City Manager
City of Greenville
P.O. Box 7207
Greenville, NC 27835

If to LESSEE:
Post Commander
American Legion Post 160
P.O. Box 7251
Greenville, NC 27835

Addresses for the purpose of this section can be changed by written notice to the other party by certified mail with returned receipt requested.

24. Legal and Regulatory Duties.

The LESSEE shall observe all applicable local, state, and federal laws and regulations as they pertain to LESSEE's use and occupation of the leased premises. LESSEE shall indemnify

and hold harmless the LESSOR from and against any liability arising from such laws or regulations caused by LESSEE's use or occupation of the leased premises.

25. Amendment.

This Lease Agreement shall not be altered, amended or modified except by an agreement in writing executed by the duly authorized officials of the LESSOR and LESSEE.

26. Entire Agreement.

This Lease Agreement is the only agreement between the parties hereto with respect to the subject matter hereof and contains all of the terms agreed upon, and there are no other agreements, oral or written, between the parties hereto with respect to the subject matter thereof.

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

CITY OF GREENVILLE

BY: _____
Barbara Lipscomb, City Manager

AMERICAN LEGION POST 160

BY: _____
Joe C. Daniels, Post Commander

**NORTH CAROLINA
PITT COUNTY**

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

WITNESS my hand and official seal, this the ____ day of _____, 2015.

Notary Public

My Commission Expires: _____

**NORTH CAROLINA
PITT COUNTY**

I, _____, Notary Public in and for the aforesaid County and State, do hereby certify that Joe C. Daniels, Post Commander of American Legion, Post 160, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal, this the ____ day of _____, 2015.

Notary Public

My Commission Expires: _____



City of Greenville, North Carolina

Meeting Date: 1/12/2015
Time: 6:00 PM

Title of Item: Water Capital Project Budget Ordinance and Reimbursement Resolution for Greenville Utilities Commission's Water Main Rehabilitation Program Phase I

Explanation: **Abstract:** Greenville Utilities Commission (GUC) seeks to establish a water main rehabilitation program.

Explanation: GUC's existing water distribution system dates to 1905 when the first cast iron water mains were placed into service. Many of the cast iron mains that were constructed in the early twentieth century are still in service today. Cast iron pipe was the predominant material used in construction of the water distribution system until the 1960's. Since that time, most of the water mains constructed in the GUC system have utilized either asbestos cement or poly-vinyl chloride pipe materials. However, approximately 12% of the total distribution system piping is cast iron pipe, and much of it is in need of rehabilitation.

The GUC Water Distribution System Master Plan recommends establishment of an ongoing water main rehabilitation program for the water distribution system. The initial focus will be on those early to mid-1900's cast iron water mains that have deteriorated to the point where their internal condition may be affecting fire flow volumes and/or water quality. The proposed rehabilitation program would include a more detailed assessment of the condition of these mains and development of a prioritized schedule for their rehabilitation or replacement. The estimated project cost for the initial phase of rehabilitation is \$1.5 million.

At its regular meeting on December 18, 2014, the GUC Board of Commissioners adopted a water capital project budget ordinance and reimbursement resolution, and recommends similar action by City Council.

Fiscal Note: No costs to the City.

Recommendation: Adopt attached ordinance and reimbursement resolution.

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 [Ordinance](#)

 [Resolution](#)

ORDINANCE NO. 15-_____

WATER CAPITAL PROJECT BUDGET
WATER MAIN REHABILITATION PROGRAM

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

Section 1. Revenues. Revenues of the Water Capital Project Budget, Water Main Rehabilitation Program, is hereby established to read as follows:

Revenue

Long-term debt	<u>\$1,500,000</u>	
Total Project Revenue		<u><u>\$1,500,000</u></u>

Section 2. Expenditures. Expenditures of the Water Capital Project Budget, Water Main Rehabilitation Program, is hereby established to read as follows:

Expenditures

Project costs	<u>\$1,500,000</u>	
Total Project Expenditures		<u><u>\$1,500,000</u></u>

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

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

Adopted this the _____ day of _____, 2015.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

RESOLUTION NO. 15-__
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 \$1,500,000.

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 _____, 2015.

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:

WCP122-Water Main Rehabilitation Program Phase I	\$1,500,000
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Total	<u>\$1,500,000</u>
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City of Greenville, North Carolina

Meeting Date: 1/12/2015
Time: 6:00 PM

Title of Item: Right-of-Way Encroachment Agreement with FRC, LLC to encroach upon the public street rights-of-way of First Street, Pitt Street, and Fifth Street with a fiber optic cable in a conduit

Explanation: **Abstract:** The City has received a request from FRC, LLC to encroach upon the public street rights-of-way of First Street, Pitt Street, and Fifth Street with a fiber optic cable in a conduit.

Explanation: Attached for City Council's consideration is a right-of-way encroachment agreement setting out the terms for FRC, LLC to encroach upon the public street rights-of-way of First Street, Pitt Street, and Fifth Street with a fiber optic cable in a conduit. No adverse comments regarding this encroachment were received through the departmental review process. Staff takes no exception to this request.

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

Recommendation: Approve the right-of-way encroachment agreement permitting FRC, LLC to encroach upon the public street rights-of-way of First Street, Pitt Street, and Fifth Street with a fiber optic cable in a conduit.

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

Attachments / click to download

 [Attachment A](#)

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

STATE OF NORTH CAROLINA
COUNTY OF PITT

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

Right of Way Encroachment Agreement
First St, Pitt St, Fifth St.

THIS AGREEMENT made and entered into this the 12th day of January, 2015, by and between the **CITY OF GREENVILLE**, Party of the First Part and hereinafter sometimes referred to as the **CITY**, and **FRC, LLC**, a North Carolina Limited Liability Corporation with principle address: 491 Lakeshore Parkway, Rock Hill, SC 29730, Party of the Second Party and hereinafter sometimes referred to as the **OWNER**;

WITNESSETH

THAT WHEREAS, the OWNER desires to encroach upon the public right of ways of the public streets designated as First Street, Pitt Street, and Fifth Street with the construction of (1) 1.25" HDPE innerduct containing (1) fiber optic cable as shown on Attachment "A";

WHEREAS, it is to the material advantage of the OWNER to effect this encroachment, and the CITY, in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of ways as indicated on attachment "A", subject to the conditions of this Agreement.

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

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

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

1. All costs of construction and maintenance of the encroaching structure will be at the sole cost and expense of the OWNER.
2. All damages to the right of ways, including the traveled portion of the street located thereon, or to facilities maintained by Greenville Utilities Commission as a result of the construction or maintenance of the encroaching structure, shall be borne by the OWNER, including but not limited to the following:
 - a. Restoring the traveled portion of the street to good, passable condition for use by the public.
 - b. Repairing any damage to the existing curbing or sidewalks.
 - c. Repairing any damage to facilities maintained by Greenville Utilities Commission
3. Any damage to the OWNER's encroaching structure caused by the CITY's or Greenville Utilities Commission use of its right of ways for construction or maintenance work in the ordinary course of its business, shall be borne by the OWNER.
4. The OWNER shall maintain the encroaching structure so that it does not interfere with the utilization of the right of way by the CITY or utilization by the Greenville Utilities Commission of the right of way or facilities maintained by Greenville Utilities Commission.
5. The OWNER shall install and maintain the encroaching structure in such safe and proper condition that it will not obstruct or interfere with the proper maintenance of the right of way, or facilities maintained by Greenville Utilities Commission and if at any time in the future the CITY shall require the removal of or changes in the location of the encroaching structure, the OWNER shall promptly remove or alter the location of the encroaching structure in order to conform to such requirements without cost to the CITY.
6. The OWNER hereby agrees to indemnify and save the CITY and its officers and employees harmless from all damages and claims for damage that may arise by reason of the installation and maintenance of the encroaching structure.
7. The OWNER agrees to exercise every reasonable precaution during construction and maintenance of the encroaching structures to prevent damage to the right of way or facilities maintained by Greenville Utilities Commission. The OWNER shall comply with all applicable rules, regulations, and ordinances of the CITY as well as those of state and federal regulatory agencies. Whenever any installation or maintenance operation by the OWNER or its contractors disturbs the ground surface, the OWNER agrees to return the area as nearly as possible to its condition prior to disturbance.
8. The OWNER agrees to maintain membership in good standing with North Carolina 811, Inc. during the life of the encroachment.
9. The OWNER agrees to assume the actual cost of any inspection of the OWNER's work considered to be necessary by the CITY.
10. In the event of noncompliance by the OWNER with any of the covenants and agreements herein contained, the CITY reserves the right to stop all works by the OWNER until

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

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

IT IS UNDERSTOOD AND AGREED that after completion of the construction of the encroaching structures, the OWNER may assign, subject to the conditions contained in this Agreement, the encroachment rights under this Agreement to the Homeowners' Association provided that said assignment is in writing with the association, agreeing to perform and abide by the covenants and conditions to be performed by the OWNER contained in this Agreement and provided that a copy of said assignment is delivered to the CITY within ten (10) days of the execution of the assignment.

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

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

FRC, LLC

Robert Robinson (Seal)
Capitol Project manager
491 Lakeshore Parkway
Rock Hill, SC 29730

CITY OF GREENVILLE

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

APPROVED AS TO FORM:

David A. Holec, City Attorney

RECOMMENDED:

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

State of North Carolina
County of Pitt

I, Polly Jones, Notary Public for said County and State, do hereby certify that Carol L. Barwick personally appeared before me this day and acknowledged that she is the City Clerk of the City of Greenville, a municipality, and that by authority duly given and as an act of the municipality, the foregoing instrument was signed in its name by its Mayor, sealed with the corporate seal, and attested by herself as its City Clerk.

WITNESS my hand and Notarial Seal, this the 12th day of January, 2015.

Notary Public

My Commission Expires: August 5, 2016

State of South Carolina
County of _____

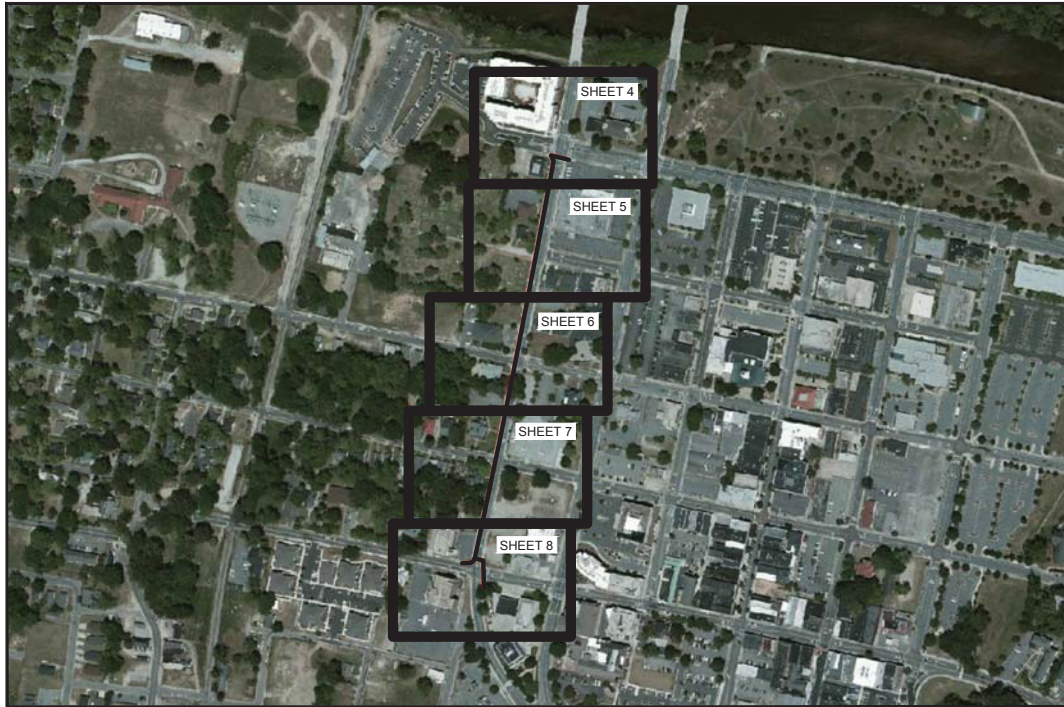
I, _____, Notary Public of said County and State, do hereby certify that **Robert Robinson**, Capital Project Manager of FRC, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

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

Notary Public

My Commission Expires

ADDRESS: 401 W 5th ST., GREENVILLE, NC
 PROJECT NAME:



SITE LOCATION

CONTACTS

ADDRESS: 401 W 5th ST
 CITY: GREENVILLE
 COUNTY, STATE: PITT, NC
 ZIP CODE: 27834
 CUSTOMER/TENANT:
 SITE CONTACT:
 OFFICE PHONE #:
 ENTRY TYPE:
 PROPERTY MANAGEMENT:
 CONTACT #:
 SPIRIT ENGINEER: ROBERT ROBINSON
 CONTACT #: 803-230-0515
 TPRC BROADBAND ENGINEER: RYAN
 McCUMBER
 CONTACT #: 336-483-4254

SITE INDEX

- 01 - COVER SHEET/SITE LOCATION
- 02 - LEGEND
- 03 - GENERAL NOTES
- 04 - PROJECT SHEET
- 05 - PROJECT SHEET
- 06 - PROJECT SHEET
- 07 - PROJECT SHEET
- 08 - PROJECT SHEET
- 09 - TYPICALS
- 10 - PHOTOS
- 11 - PHOTOS
- 12 - RAKE OFF TABLES

SCOPE OF WORK:

PLACE FIBER FOR LSO.



NO.	DATE	ENG DESIGN	DRAFTING	COMMENT
3				AS-BUILT
2	12/30/14	RM	JLW	REVISION # 1
1	11/15/14	RM	JC	ORIGINAL

Spirit Telecom	
SPIRIT ENGINEER: ROBERT ROBINSON	
ENGINEERING FIRM: TPRC BROADBAND	
SERVICE ORDER:	
LOCATION: 401 W 5th ST., GREENVILLE, NC	
DRAWING NAME: 401 W 5TH ST (Revision 1).dwg	
CONFIDENTIAL/PROPRIETARY	SHEET: 1 OF 12

LEGEND

LINETYPES

	UG FIBER - EXISTING
	UG FIBER - PROPOSED
	AERIAL FIBER - EXISTING
	AERIAL FIBER - PROPOSED
	STRAND - EXISTING
	STRAND - PROPOSED
	CONDUIT - EXISTING
	CONDUIT - PROPOSED
	INNERDUCT - EXISTING
	INNERDUCT - PROPOSED
	GAS
	WATER
	TELEPHONE
	ELECTRIC
	SANITARY SEWER (SEW)
	STORM DRAIN
	FENCE
	CABLE TV
	STEAM
	OIL
	UNKNOWN UTILITY
	RIGHT OF WAY
	EDGE OF PAVEMENT

SYMBOL DESCRIPTION

ASW	ASPHALT SIDEWALK
BIP	BLACK IRON PIPE
BSP	BLACK STEEL PIPE
CSW	CONCRETE SIDEWALK
EOP	EDGE OF PAVEMENT
EOTW	EDGE OF TRAVEL WAY
FOC	FACE OF CURB
HDPE	HIGH DENSITY POLYETHYLENE
HH	HANDHOLE
JB	JUNCTION BOX
MH	MANHOLE
MP	MILE POST
O/S	OFFSET
PVC	POLY VINYL CHLORIDE
RGS	RIGID GALVANIZED STEEL CONDUIT
ROW	RIGHT OF WAY
STA.	STATION

	RISER
	TELEPHONE
	POWER VAULT
	CATCH BASIN/INLET
	FIRE HYDRANT
	GROUND/BOND
	STREET LIGHT
	TREE
	CULVERT
	WING WALL
	BRIDGE
	MISC. UTILITY
	UTILITY POLE - EXISTING
	POLE - PROPOSED

	HANDHOLE - EXISTING
	HANDHOLE - PROPOSED
	HANDHOLE SPIRIT

	MANHOLE - EXISTING
	MANHOLE - PROPOSED
	MANHOLE SPIRIT

	PULLBOX - EXISTING
--	--------------------

	PULLBOX - PROPOSED
	PULLBOX SPIRIT

VAULT- VAULT - EXISTING



VAULT- VAULT - PROPOSED



0' AERIAL STORAGE - EXISTING



0' AERIAL STORAGE - PROPOSED



0' VAULT/BUILDING STORAGE - EXISTING



0' VAULT/BUILDING STORAGE - PROPOSED



POLE ANCHOR/DOWN GUY - EXISTING



POLE ANCHOR/DOWN GUY - PROPOSED



PROPOSED DOWN GUY ON EXISTING ANCHOR

TERMINATION - EXISTING



TERMINATION - PROPOSED



BUILDING CALLOUT - PROPOSED



SPLICE POINT - EXISTING



SPLICE POINT - PROPOSED



#F	IN:	0
	OUT:	0

SEQUENTIAL CALLOUT

#F	IN:	0
	TAIL:	0

SEQUENTIAL IN TAIL CALLOUT

#F	TAIL:	0
	OUT:	0

SEQUENTIAL TAIL OUT CALLOUT

POLE_NO	N/A
UTILITY1	0'-0"

POLE ATTACHMENT CALLOUT - EXISTING
USE DYNAMIC PULL DOWN TO SELECT
FROM 1 TO 6 ATTACHMENTS

POLE_NO	N/A
UTILITY1	0'-0"

POLE ATTACHMENT CALLOUT - PROPOSED
USE DYNAMIC PULL DOWN TO SELECT
FROM 1 TO 6 ATTACHMENTS

1	CABLE FIBERS: FIBERS CABLE OWNER: TWTC CABLE LENGTH: LENGTH NOTES:
---	---

CABLE SPAN CALLOUT - EXISTING
FOR USE ON PAPER SPACE (SHOWN AT 50X)

1	CABLE FIBERS: FIBERS CABLE OWNER: TWTC CABLE LENGTH: LENGTH NOTES:
---	---

CABLE SPAN CALLOUT - PROPOSED
FOR USE ON PAPER SPACE (SHOWN AT 50X)

1	CONDUIT OWNER: LEVEL 3 CONDUIT LENGTH: LENGTH CONDUIT QTY: CONDUITS CONDUIT SIZE: SIZE CONDUIT TYPE: TYPE INNER DUCT QTY: INNERDUCTS INNER DUCT SIZE: SIZE INNER DUCT TYPE: TYPE NOTES:
---	---

CONDUIT CALLOUT - EXISTING
FOR USE ON PAPER SPACE (SHOWN AT 50X)
WITH OR WITHOUT INNER DUCT INFO

1	CONDUIT OWNER: LEVEL 3 CONDUIT LENGTH: LENGTH CONDUIT QTY: CONDUITS CONDUIT SIZE: SIZE CONDUIT TYPE: TYPE INNER DUCT QTY: INNERDUCTS INNER DUCT SIZE: SIZE INNER DUCT TYPE: TYPE NOTES:
---	---

CONDUIT CALLOUT - PROPOSED
FOR USE ON PAPER SPACE (SHOWN AT 50X)
WITH OR WITHOUT INNER DUCT INFO

1	STRAND TYPE: TYPE STRAND LENGTH: LENGTH NOTES:
---	--

STRAND CALLOUT - EXISTING
FOR USE ON PAPER SPACE (SHOWN AT 50X)

1	STRAND TYPE: TYPE STRAND LENGTH: LENGTH NOTES:
---	--

STRAND CALLOUT - PROPOSED
FOR USE ON PAPER SPACE (SHOWN AT 50X)



3				AS-BUILT
2	12/30/14	RM	JLW	REVISION # 1
1	11/18/14	RM	JC	ORIGINAL
NO.	DATE	ENG DESIGN	DRAFTING	COMMENT
SPIRIT ENGINEER: ROBERT ROBINSON				
ENGINEERING FIRM: TPRC BROADBAND				
SERVICE ORDER:				
LOCATION: 401 W 5th ST., GREENVILLE, NC				
DRAWING NAME: 401 W 5TH ST (Revision 1).dwg				
CONFIDENTIAL/PROPRIETARY				

GENERAL NOTES

GENERAL NOTES

CONTRACTOR MUST OBTAIN LOCATES PRIOR TO DISTURBING THE GROUND.

CONTRACTOR MUST HAVE A COPY OF THE APPROVED PERMIT FROM THE APPROPRIATE AGENCY ON THE JOBSITE AT ALL TIMES.

ALL CABLE WILL BE PLACED AT STANDARD MINIMUM DEPTH. (SPIRIT TELECOM STANDARD IS 36" DEEP UNLESS OTHERWISE DIRECTED BY A SPIRIT TELECOM REPRESENTATIVE.)

ANY LANDSCAPING WILL BE REPLACED TO EQUAL OR BETTER THAN THAT WHICH EXISTED PRIOR TO WORK.

PROJECT SITE WILL BE PROPERLY SECURED PRIOR TO THE END OF EACH DAY.

ALL WORK IS TO BE IN ACCORDANCE WITH ALL AUTHORITIES HAVING JURISDICTION IN THE WORK ZONE.

CONTRACTORS ARE ADVISED TO CONTACT SPIRIT TELECOM FOR ANY ADDITIONAL INFORMATION OR CLARIFICATION CONCERNING SCOPE OF WORK OR THE REQUIREMENTS NECESSARY FOR PROJECT COMPLETION.

CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY ALL DIMENSIONS, QUANTITIES AND EXISTING CONDITIONS PRIOR TO CONSTRUCTION. IF A SIGNIFICANT CHANGE TO THE RUNNING LINE IS NEEDED, PLEASE CONTACT YOUR SPIRIT TELECOM REPRESENTATIVE BEFORE PROCEEDING.

BEFORE CONSTRUCTION BEGINS, CONTRACTOR SHALL TAKE APPROPRIATE PRECAUTIONS TO AVOID ANY POTENTIAL OBSTRUCTIONS PRIOR TO PROCEEDING WITH WORK.

NO CONSTRUCTION ON PRIVATE PROPERTY WILL COMMENCE UNTIL APPROVAL IS GIVEN BY THE APPROPRIATE SPIRIT TELECOM EMPLOYEE.

CONTRACTOR SHALL NOT PROCEED WITH WORK UNTIL THEY HAVE RECEIVED A PURCHASE ORDER AND HAVE BEEN DIRECTED TO DO SO BY AN AUTHORIZED SPIRIT TELECOM REPRESENTATIVE.

CONTRACTOR SHALL NOT EXCEED THE PURCHASE ORDER VALUE WITHOUT AUTHORIZATION IN WRITING FROM THE APPROPRIATE SPIRIT TELECOM REPRESENTATIVE.

AS-BUILTS WILL BE REQUIRED FOR EACH PROJECT INCLUDING CABLE FOOTAGE SEQUENTIALS AT EVERY ACCESS POINT, SLACK LOOP, SPICE LOCATION, POLE AND TERMINATION POINT. CONTRACTOR SHOULD ALSO PROVIDE NOTES OF ALL CHANGES IN DEPTHS, RUNNING LINES, WH/HH LOCATIONS, AND ANY OTHER APPLICABLE NOTES TO DEPICT THE WORK THAT TOOK PLACE. NOTE: ALL MAJOR CHANGES NEED TO BE PRE-APPROVED BY AN AUTHORIZED SPIRIT TELECOM EMPLOYEE PRIOR TO STARTING THE WORK.

SITE CONDITIONS

THE ACTUAL LOCATION OF EXISTING CONDUIT AND CABLES MAY VARY FROM THE LOCATION SHOWN. REPAIR OF ANY DAMAGED CONDUIT CONTAINING CABLE SHALL BE MADE BY USE OF PVC SPLIT DUCT. THE CONTRACTOR SHALL ENCLOSE THE EXISTING CABLES IN PVC.

THE LOCATIONS OF EXISTING UTILITIES SHOWN IN THIS PLAN ARE APPROXIMATE. WHEN WORK IS TO BE CONDUCTED IN THE VICINITY OF KNOWN UTILITIES, THEIR ACTUAL LOCATION MUST BE FIELD VERIFIED TO AVOID CONFLICTS OR DAMAGE TO THOSE UTILITIES. VARIATION IN LOCATION BETWEEN "RECORDED POSITIONS" AND ACTUAL POSITIONS SHOULD BE ANTICIPATED.

IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES. BURIED UTILITIES MAY EXIST IN THE AREA IN ADDITION TO THOSE SHOWN ON THE PLAN. THE CONTRACTOR SHALL CONTACT PROPERTY OWNERS WHEN WORKING WITHIN PRIVATE EASEMENTS FOR LOCATION OF UNDERGROUND TANKS, PIPELINES, DRAIN TILES, OR OTHER BURIED IMPROVEMENTS. THE CONTRACTOR SHALL ALSO NOTIFY THE UTILITY NOTIFICATION CENTER PRIOR TO COMMENCING ANY CONSTRUCTION ACTIVITIES.

THE CONTRACTOR MUST ASSUME ALL BURIED UTILITIES ENCOUNTERED ARE ALIVE AND ACTIVE UNLESS SPECIFICALLY INSTRUCTED OTHERWISE BY OWNERS OR OPERATORS OF SAID UTILITIES.

DAMAGE TO SUB-SURFACE STRUCTURES IS THE SOLE RESPONSIBILITY OF THE PLACING CONTRACTOR.

THE CONTRACTOR SHALL PROTECT THE EXISTING TRAFFIC CONTROL LOOPS. IF EXISTING TRAFFIC CONTROL LOOPS ARE DAMAGED DURING CONSTRUCTION, THE ENTIRE LOOPWIRES FROM TERMINAL TO TERMINAL SHALL BE REPLACED IN ACCORDANCE WITH GOVERNING AGENCY STANDARDS AND REGULATIONS AT CONTRACTOR'S EXPENSE.

REMOVAL OF EXISTING ASPHALT PAVEMENT, CONCRETE CURBS, AND CONCRETE SIDEWALKS WILL BE "NEAT LINE" WITH SAW OR PAVEMENT CUTTER, PER REQUIREMENTS AND SPECIFICATIONS OF THE AGENCY OR DEPARTMENT RESPONSIBLE FOR EACH LOCATION. IF CONCRETE PAVEMENT IS ENCOUNTERED WHILE EXCAVATING CONDUIT TRENCHES, THE CONCRETE REMOVAL WILL BE "NEAT LINE" WITH A PAVEMENT SAW.

IF CONCRETE CURB RETURNS AND/OR SIDEWALKS ARE REPLACED DUE TO CONDUIT OR MANHOLE INSTALLATION, THE CONTRACTOR SHALL PLACE APPROVED HANDICAPPED SIDEWALK AND CURB ACCESS RAMPS IN CONFORMANCE WITH STATE OF JURISDICTION STATUTES.

ALL MATERIALS NECESSARY FOR THE REPAIR OF STREETS, CURBS, SIDEWALKS, SANITARY SEWERS, STORM SEWERS, AND PUBLIC SERVICE UTILITIES, AND THE INSTALLATION OF SUCH MATERIALS SHALL BE IN CONFORMANCE WITH THE REQUIREMENTS AND SPECIFICATIONS OF THE AGENCY OR DEPARTMENT RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE REPAIRED FACILITY.

ALL WORK SHALL CONFORM TO THE SPECIFICATIONS OF THE JURISDICTIONAL PERMIT AGENCY.

ALL OPEN TRENCH WILL BE CLEARLY MARKED WITH BARRICADES OR CONES. STEEL PLATES OR OTHER TYPES OF BRIDGING SHALL BE PROVIDED TO COVER OPEN TRENCH IN THE TRAVEL PORTION OF THE STREETS. THESE PLATES OR BRIDGING SHALL BE ADEQUATE TO SUPPORT THE NORMAL VEHICLE LOADS ANTICIPATED IN THIS AREA AND SHALL BE IN PLACE DURING ALL NON-WORKING AREAS.

ALL SURFACES TO BE RESTORED TO ORIGINAL CONDITION, AND BACKFILL TO BE COMPACTED AS SPECIFIED. TRENCH EXCAVATION IN SURFACES WHICH INCLUDE CONCRETE TREATED BASE SHALL FOLLOW LOCAL AREA SPECIFICATIONS.

HAZARDOUS MATERIALS

THE CONTRACTOR SHALL NOTIFY THE JURISDICTIONAL PERMIT AGENCY IMMEDIATELY IF ANY MATERIALS ARE ENCOUNTERED THAT ARE CONSIDERED HAZARDOUS BY THE EPA, DEQ, OR OSHA. IF POTENTIALLY HAZARDOUS MATERIALS ARE ENCOUNTERED THE CONTRACTOR SHALL SECURE THE SITE AND PREVENT THE ACCIDENTAL EXPOSURE BY THE PUBLIC OR THE CONTRACTOR'S PERSONNEL.

THE CONTRACTOR MAY EXCAVATE UP TO, BUT SHALL NOT DISTURB KNOWN HAZARDOUS MATERIALS SUCH AS ASBESTOS, OILS, ACID, ETC. THE REMOVAL OF ALL HAZARDOUS MATERIALS MUST BE DONE BY AN APPROVED OR CERTIFIED HAZARDOUS MATERIALS CONTRACTOR LICENSED BY THE STATE OF JURISDICTION.

A COPY OF ALL CORRESPONDENCE PERTINENT TO THE REMOVAL OF HAZARDOUS MATERIALS SHALL BE TRANSMITTED TO OWNER AND A COPY SHALL BE AVAILABLE AT THE PROJECT OFFICE AND THE JOB SITE.

AERIAL NOTES

- AERIAL CONSTRUCTION TO BE PERFORMED TO INDUSTRY ACCEPTABLE STANDARDS.
- ALL HEIGHTS OF CABLE PLACEMENT WILL BE RECORDED AT TIME OF CONSTRUCTION. DOCUMENT ALL POINTS OF ATTACHMENT.
- 6M STRAND WILL BE USED WITH STANDARD 5/8 HARDWARE.
- ALL EXTENSION ARMS TO BE PLACED WILL BE EPOXY ARMS UNLESS OTHERWISE NOTED OR APPROVED BY THE INSPECTOR.
- BOND STRAND TO POWER MGN WHERE APPLICABLE. ANCHORS TO BE USED WILL BE 3/4" SCREW IN TYPE.
- ALL STRAPS WILL BE PLACED 4" BEFORE AND AFTER EVERY SUPPORTING CLAMP AT A MINIMUM OF 21" APART.
- P.O.A. = POINT OF ATTACHMENT.
- ADD MISSING GROUNDS.
- REPAIR/REPLACE EXISTING LASHING WIRE IF DAMAGED.

CONSTRUCTION STAKING

IN AREAS WHERE THE CONDUIT ALIGNMENT IS NOT CLEARLY DEFINED BY CURB LINES, FENCE LINES, OR OTHER EVIDENCE OF THE RIGHT-OF-WAY, THE ENGINEER WILL PROVIDE CENTERLINE STAKES OR PAINT MARKS WHERE REQUIRED TO MAKE THE PROPOSED CONDUIT ALIGNMENT EVIDENT.

MANHOLE CENTERS WILL BE FIELD STAKED BY THE ENGINEER WHEN REQUESTED WITH OFFSET STAKES AT RIGHT ANGLES (90°) TO THE CONDUIT ALIGNMENT.

CLOSURES IDENTIFIED IN THE PLANS SHALL BE LOCATED BY THE CONTRACTOR. DEVIATION FROM PLAN LAYOUT SHALL BE APPROVED BY THE ENGINEER PRIOR TO CONDUIT AND/OR CLOSURE INSTALLATION.

IF ADDITIONAL, FIELD STAKING OR LOCATION OF CONDUITS, MANHOLES, PROPERTY LINES, ETC., BECOMES NECESSARY, THE CONTRACTOR IS TO NOTIFY THE INSPECTOR OR THE ENGINEER TWO WORKING DAYS PRIOR TO BEGINNING THE WORK.

PERMITS - FRANCHISES - EASEMENTS

PHYSICAL WORK SHALL NOT BE STARTED UNTIL THE GOVERNING AGENCY INSPECTOR AND THE CONTRACTOR ARE IN POSSESSION OF AND HAVE CAREFULLY REVIEWED AND FULLY UNDERSTAND ALL CONDITIONS AND SPECIFICATIONS SET FORTH IN THE REQUIRED PERMITS, FRANCHISES, AND/OR EASEMENTS.

PLACING FOREMAN TO HAVE A COPY OF THE PERMITS/EASEMENTS ON SITE AT ALL TIMES.

ANY CONFLICT BETWEEN WORK PRINT SPECIFICATIONS AND SPECIFICATIONS SET FORTH UNDER RELATED PERMITS, FRANCHISES, AND/OR EASEMENTS MUST BE CLEARED BY PROPER COMPANY AUTHORITY BEFORE PROGRESSING WITH WORK INVOLVED

TRAFFIC CONTROL

THIS PROJECT WILL INVOLVE WORKING ALONG A MAJOR ARTERIAL ROAD AND HEAVY TRAFFIC VOLUME SHOULD BE ANTICIPATED.

UNIFORM TRAFFIC FLOW SHALL BE MAINTAINED AT ALL TIMES. ONLY EQUIPMENT AND MATERIALS NECESSARY FOR IMMEDIATELY SCHEDULED OR IN PROGRESS WORK WILL BE MAINTAINED IN THE WORK AREA. ALL OTHER EQUIPMENT AND MATERIALS WILL BE "STORED OR STOCKPILED" IN SUCH A MANNER AS TO ELIMINATE HAZARDOUS CONDITIONS FOR TRAFFIC OR PEDESTRIANS DURING NON-WORKING OR SHUT DOWN PERIODS.

TRAFFIC WARNING DEVICES AND SIGNS SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS (U.S. GOVERNMENT PRINTING OFFICE) AND TO THE STATE HIGHWAY DIVISION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION. HIGH LEVEL WARNING TYPE DEVICES ARE TO BE USED AT ALL TIMES AND SPECIAL WARNING DEVICES MAY BE STIPULATED BY THE JURISDICTIONAL PERMIT AGENCY AT ANY TIME THE USE WILL ADD TO THE SAFETY AND PROTECTION OF TRAFFIC OR PEDESTRIANS IN THE CONSTRUCTION AREA.

ALL CONDUIT TRENCHING IN PAVED AREAS SHALL BE BACKFILLED WITH CRUSHED GRAVEL OR COMPLETELY COVERED AT THE COMPLETION OF EACH WORKING DAY. ANY BACKFILLED TRENCH SHALL BE CAPPED WITH A MINIMUM LAYER OF ASPHALTIC CONCRETE COLD PATCH AT THE END OF EACH WORKING DAY.

THE CONTRACTOR SHALL MARK THE CONDUIT TRENCH AND DEFINE HIS CONSTRUCTION AREA CLEARLY WITH BARRICADES, CONES, AND/OR OTHER VISIBLE METHODS THAT ALERT THE PUBLIC OF THE CONSTRUCTION ACTIVITY.

A TRAFFIC CONTROL PLAN SHALL BE PREPARED BY THE CONTRACTOR AS REQUIRED AND SUBMITTED TO EACH PERMITTING AGENCY REQUESTING SUCH PLAN FOR REVIEW AND APPROVAL OR REVISION PRIOR TO COMMENCING ANY CONSTRUCTION ACTIVITY FOR THIS PROJECT. THE APPROVED PLAN SHALL BE SUBMITTED TO THE AGENCY AND A COPY OF THE PLAN SHALL BE KEPT AT THE CONSTRUCTION SITE AND MUST BE READILY AVAILABLE FOR REVIEW BY THE AGENCY REPRESENTATIVES.

SPECIAL UTILITY CLEARANCES

ALL WORK CONDUCTED ADJACENT TO WATER MAINS SHALL CONFORM TO THE FOLLOWING CONDITIONS:

- WHEREVER POSSIBLE CONDUIT SHALL MAINTAIN A HORIZONTAL SEPARATION OF 5.0 FEET. MEASURED SURFACE TO SURFACE (OUTSIDE EDGE TO OUTSIDE EDGE), FROM PARALLEL WATER MAINS.
- WHEREVER POSSIBLE, CONDUIT SHALL PASS UNDER EXISTING WATER MAINS AND MUST MAINTAIN 5.0 FEET VERTICAL CLEAR SEPARATION. CONDUITS PASSING OVER WATER MAINS MUST ALSO MAINTAIN THE 5.0 FEET VERTICAL SEPARATION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING AND MAINTAINING THIS REQUIRED VERTICAL SEPARATION BY EITHER EXPOSING THE WATER MAIN EVERY 100 FEET IN THOSE AREAS WHERE HORIZONTAL SEPARATION IS LESS THAN 5.0 FEET OR BY UTILIZING THE DEPTHS OF ADJACENT WATER VALVES. IF THE CONTRACTOR UTILIZES THE ADJACENT WATER TO DETERMINE WATER MAIN DEPTH, HE SHALL CONTACT THE AGENCY AT EACH SUCH LOCATION AND THE AGENCY WILL DETERMINE THE NECESSARY DEPTH OF THE TOP OF THE CONDUIT AT THAT POINT.
- THE VERTICAL AND HORIZONTAL SEPARATION SHALL BE MAINTAINED AT ALL TIMES UNLESS SPECIFICALLY REVISED BY AGREEMENT BETWEEN THE JURISDICTIONAL PERMIT AGENCY AND THE AGENCY ANY SPECIFIC DEVIATION IN VERTICAL AND HORIZONTAL SEPARATION FROM THOSE DESCRIBED SHALL BE REPORTED TO THE OWNER BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING VERTICAL AND HORIZONTAL SEPARATION AT ALL TIMES AND SHALL BE RESPONSIBLE FOR ANY AND ALL ENCROACHMENTS.
- CLEARANCES TO STORM SEWERS AND SANITARY SEWERS SHALL BE EXACTLY THE SAME AS THOSE TO WATER MAINS.

STRUCTURE PROTECTION

MANHOLES AND CONDUIT TO BE PLACED ADJACENT TO EXISTING STRUCTURES SUCH AS BRIDGE BRIDGE FOOTINGS/PIERS, BUILDING FOUNDATIONS, WALLS, POWER AND TELEPHONE POLES, AND OTHER UTILITIES SHALL MAINTAIN A MINIMUM CLEARANCE AS SHOWN. THE CONTRACTOR SHALL NOT UNDERMINE ANY ADJACENT STRUCTURE WITHOUT SPECIFIC WRITTEN PERMISSION FROM THE OWNER/OPERATOR OF SUCH STRUCTURE.

SHORING USED AS FOUNDATION SUPPORT SHALL BE DESIGNED SPECIFICALLY FOR BOTH THE LIVE AND DEAD LOADS OF THE STRUCTURE, OR IF ONLY THE DEAD LOAD IS USED FOR DESIGN, THE CONTRACTOR SHALL PROVIDE A DETAILED LAYOUT AND PLAN OF THE METHOD OF ESTABLISHING AND MAINTAINING THE DESIGN LOAD CONDITIONS (I.E., ROAD DETOURS, TIEBACKS, ETC.).

SEE UTILITY CLEARANCE SECTION NOTES FOR CLEARANCE CRITERIA TO PARALLEL OR CROSS UTILITIES.

EXISTING UTILITIES EXPOSED DURING EXCAVATION SHALL BE 100% SUPPORTED BY EITHER TRENCH BRIDGING AND SUSPENSION OR BY THE USE OF LONGITUDINAL TRAYS OR PLATFORMS VERTICALLY SUPPORTED BY ADJUSTABLE BUILDING JACKS.

EXISTING SPICE CASES AND CABLES SHALL BE SUPPORTED BY SUSPENSION FROM A CROSSING BEAM. SUPPORTS SHALL BE PLACED AT A MAXIMUM SPACING OF 4.0 FEET AND SHALL CONSIST OF A CANVAS SLING WITH NYLON BELTING OR ROPE. ALL CABLE SUPPORTS SHALL BE PLACED IN A MANNER THAT PREVENTS KINKS OR OTHER DAMAGE TO THE CABLE SHEATH.

AN ACCEPTABLE ALTERNATIVE TO CABLE SLINGS WOULD BE THE UTILIZATION OF A WIDE FLANGE "I" BEAM OR CHANNEL AS A "CABLE TRAY" WITH THE CABLES/CASES BANDED IN PLACE.

SHORING

THE CONTRACTOR SHALL PROVIDE SHORING FOR CONDUIT TRENCH EXCAVATION 42" OR MORE IN DEPTH AS MEASURED FROM THE HIGH SIDE OF THE TRENCH AND FOR ALL MANHOLE EXCAVATION. MANHOLE SHORING SHALL BE TIGHT-SHEETED.

ALL SHORING SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF LOCAL COUNTY AND THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA).

SHORING SHALL BE DESIGNED TO MEET H-20 HIGHWAY LOADING.

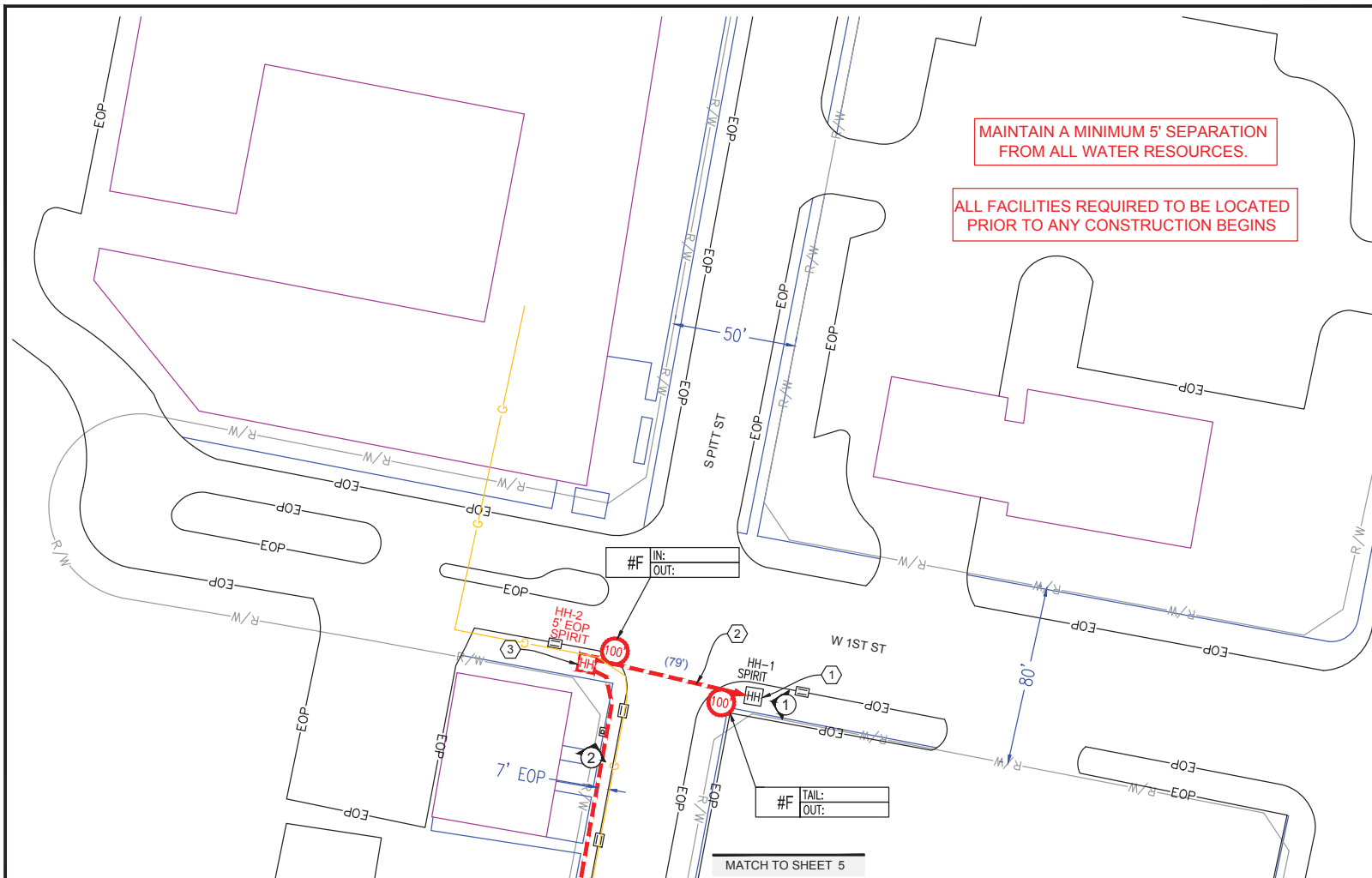
THE CONTRACTOR SHALL PROVIDE ALL SHORING AND DESIGN CALCULATIONS TO THE PERMIT ISSUING AGENCY PRIOR TO COMMENCING ANY CONSTRUCTION ACTIVITY.



Know what's below.
Call before you dig.

NO.	DATE	ENG DESIGN	DRAFTING	COMMENT
3				AS-BUILT
2	12/30/14	RM	JLW	REVISION # 1
1	11/18/14	RM	JC	ORIGINAL

SPIRIT ENGINEER: ROBERT ROBINSON				
ENGINEERING FIRM: TPRC BROADBAND				
SERVICE ORDER:				
LOCATION: 401 W 5th ST., GREENVILLE, NC				
DRAWING NAME: 401 W 5TH ST (Revision 1).dwg				
CONFIDENTIAL/PROPRIETARY				



CONSTRUCTION NOTES

- ① EXISTING SPIRIT HANDHOLE-1
NOTE: HANDHOLE LOCATED IN THE SIDEWALK.
- ② CABLE FIBERS: 144 CT FOC
CABLE OWNER: SPIRIT
CABLE LENGTH: 279'
NOTES: LEAVE A 100' SLACK LOOP IN EXISTING HANDHOLE-1 THEN PULL 79' OF FOC FROM EXISTING HANDHOLE-1 TO PROPOSED HANDHOLE-2 AND LEAVE A 100' SLACK LOOP IN PROPOSED HANDHOLE-2.

CONDUIT OWNER: SPIRIT
CONDUIT LENGTH: 79'
CONDUIT QTY: 3
CONDUIT SIZE: 1-1/4"
CONDUIT TYPE: HDPE
NOTE: DIRECTIONAL BORE 79' FROM EXISTING HANDHOLE-1 UNDER S PITT ST TO PROPOSED HANDHOLE-2.
- ③ PROPOSED SPIRIT HANDHOLE-2
NOTE: PLACE HANDHOLE IN THE SIDEWALK.
NOTE: CUT AND RESTORE 24 SQ FT OF CONCRETE.
NOTE: 24"x36"x36" E/W NCDOT LID
RATING AT 20,000 LBS

SYMBOL CORRESPONDS TO PHOTO LOCATIONS AND ORIENTATION. SEE SHEET # FOR SITE PHOTOGRAPHS.

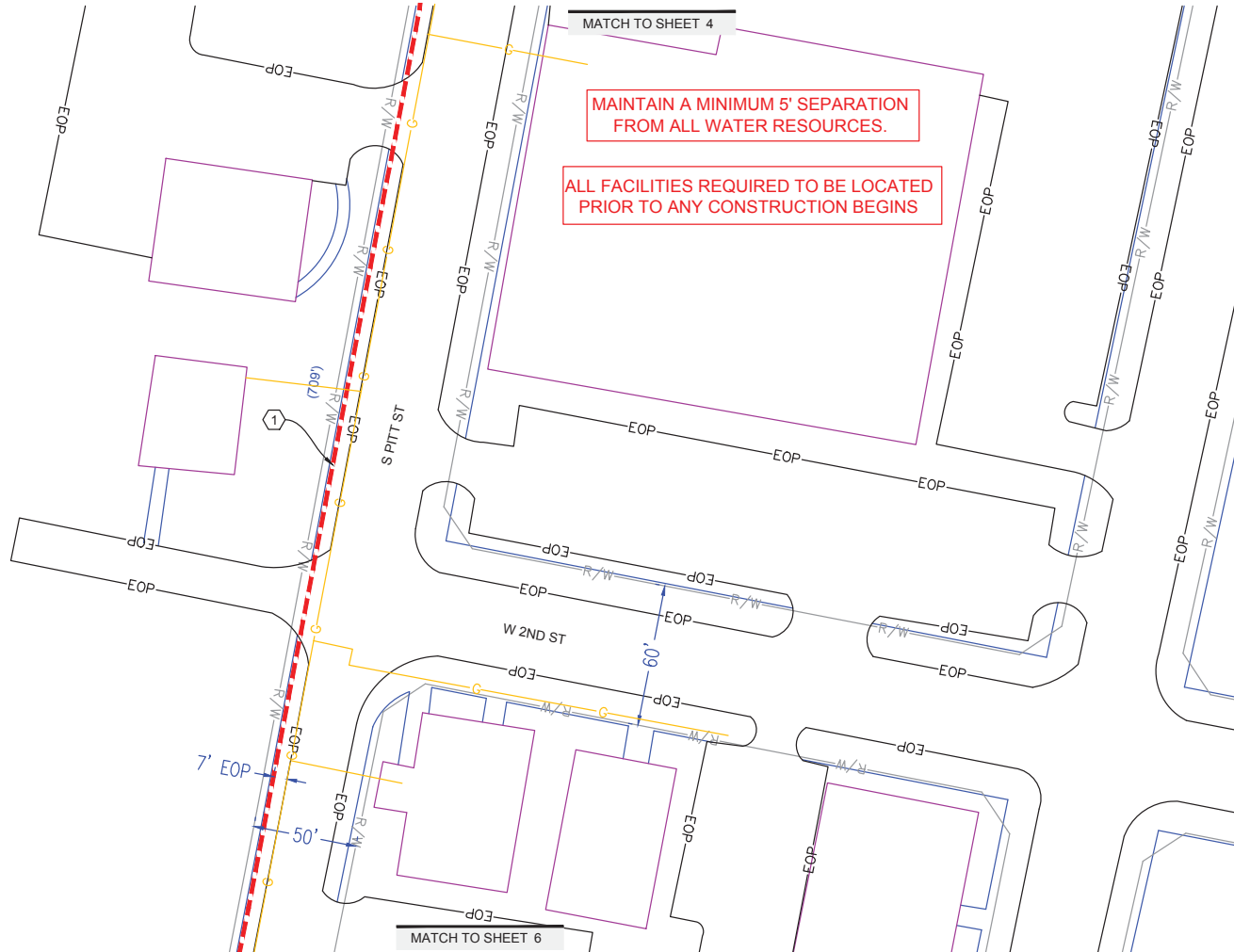
3				AS-BUILT
2	12/30/14	RM	JLW	REVISION # 1
1	11/18/14	RM	JC	ORIGINAL
NO.	DATE	ENG DESIGN	DRAFTING	COMMENT

Page Rake Off			
Unit Code & Description	Units	Estimated Quantity	Actual Quantity
Place (3) 1-1/4" HDPE SDR11 (via Directional Bore)	FT	79'	
Quarite Teir 15 Handhole - 30"x48"x36" Installed with Ground Rod	EA	1	
Concrete Sidewalk Remove and Replacement	SQ FT	24	



Scale is for reference purposes only. The cable contractor is responsible placing facilities within the designated Right-of-Way.

SPIRIT ENGINEER:	ROBERT ROBINSON
ENGINEERING FIRM:	TPRC BROADBAND
SERVICE ORDER:	
LOCATION:	401 W 5th ST., GREENVILLE, NC
DRAWING NAME:	401 W 5TH ST (Revision 1).dwg
CONFIDENTIAL/PROPRIETARY	SHEET: 4 OF 12



CONSTRUCTION NOTES

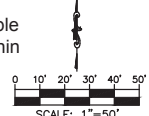
- ① CABLE FIBERS: 144 CT FOC
- CABLE OWNER: SPIRIT
- CABLE LENGTH: 809'
- NOTES: PULL 709' OF FOC FROM PROPOSED HANDHOLE-2 TO PROPOSED HANDHOLE-3 AND LEAVE A 100' SLACK LOOP IN PROPOSED HANDHOLE-3.
- CONDUIT OWNER: SPIRIT
- CONDUIT LENGTH: 709'
- CONDUIT QTY: 3
- CONDUIT SIZE: 1-1/4"
- CONDUIT TYPE: HDPE
- NOTE: DIRECTIONAL BORE 709' FROM PROPOSED HANDHOLE-2 ALONG S PITT ST TO PROPOSED HANDHOLE-3.

① SYMBOL CORRESPONDS TO PHOTO LOCATIONS AND ORIENTATION. SEE SHEET # FOR SITE PHOTOGRAPHS.

3				AS-BUILT
2	12/30/14	RM	JLW	REVISION # 1
1	11/18/14	RM	JC	ORIGINAL
NO.	DATE	ENG DESIGN	DRAFTING	COMMENT



Know what's below.
Call before you dig.



SCALE: 1"=50'

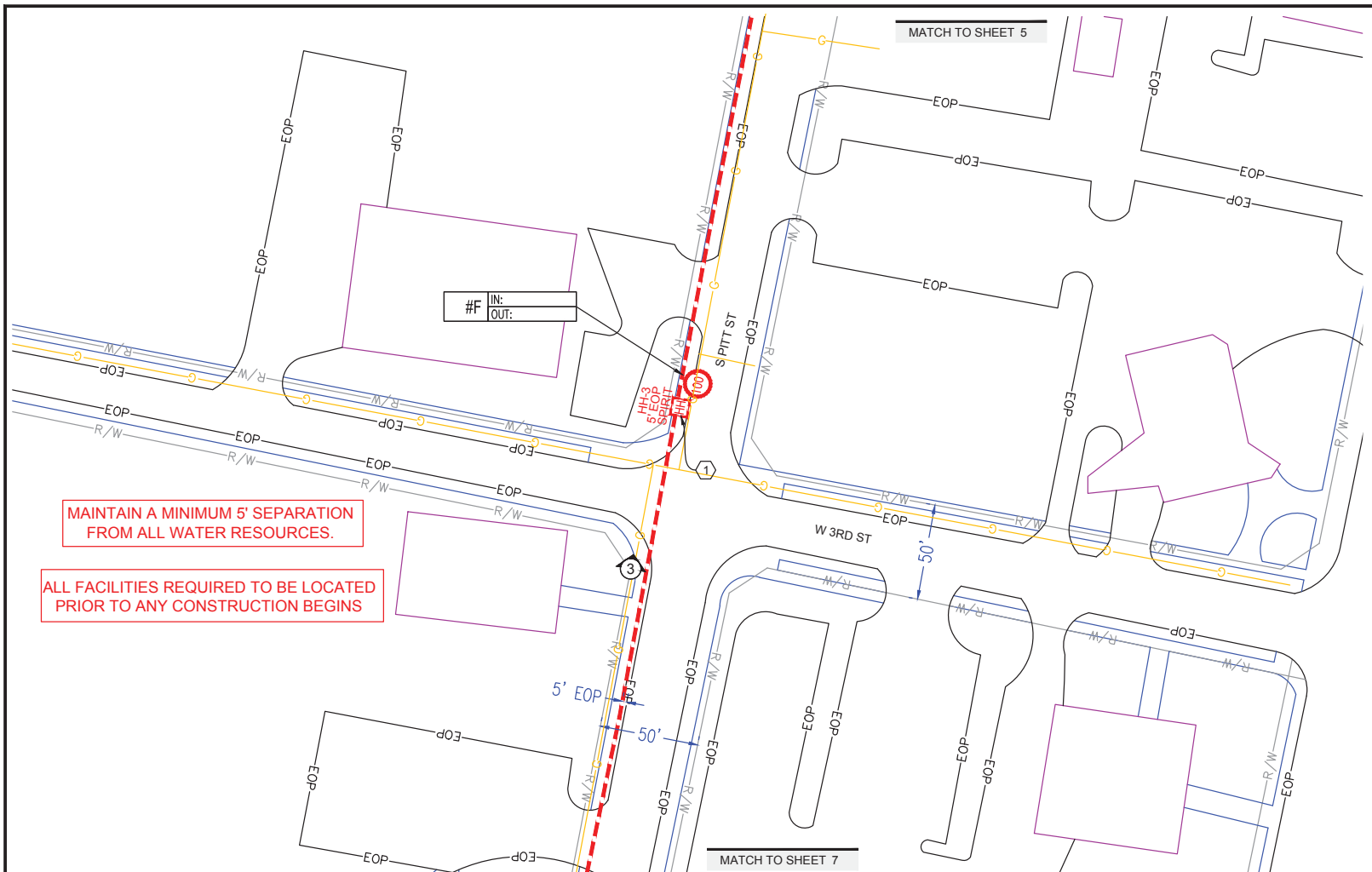
Scale is for reference purposes only. The cable contractor is responsible placing facilities within the designated Right-of-Way.

Page Rake Off			
Unit Code & Description	Units	Estimated Quantity	Actual Quantity
Place (3) 1-1/4" HDPE SDR11 (via Directional Bore)	FT	709'	

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SPIRIT ENGINEER: ROBERT ROBINSON
 ENGINEERING FIRM: TPRC BROADBAND
 SERVICE ORDER:
 LOCATION: 401 W 5th ST., GREENVILLE, NC
 DRAWING NAME: 401 W 5TH ST (Revision 1).dwg

CONFIDENTIAL/PROPRIETARY SHEET: 5 OF 12



MAINTAIN A MINIMUM 5' SEPARATION FROM ALL WATER RESOURCES.

ALL FACILITIES REQUIRED TO BE LOCATED PRIOR TO ANY CONSTRUCTION BEGINS

CONSTRUCTION NOTES

- 3 PROPOSED SPIRIT HANDHOLE-3
NOTE: PLACE HANDHOLE IN THE SIDEWALK.
NOTE: CUT AND RESTORE 24" SQ FT OF CONCRETE.
NOTE: 24"x36"x36" E/W NCDOT LID
RATING AT 20,000 LBS

SYMBOL CORRESPONDS TO PHOTO LOCATIONS AND ORIENTATION. SEE SHEET # FOR SITE PHOTOGRAPHS.

3				AS-BUILT
2	12/30/14	RM	JLW	REVISION # 1
1	11/18/14	RM	JC	ORIGINAL
NO.	DATE	ENG DESIGN	DRAFTING	COMMENT

Spirit Telecom

ENGINEERING FIRM: TPRC BROADBAND

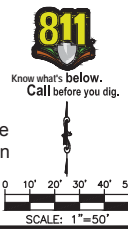
SERVICE ORDER:

LOCATION: 401 W 5th ST., GREENVILLE, NC

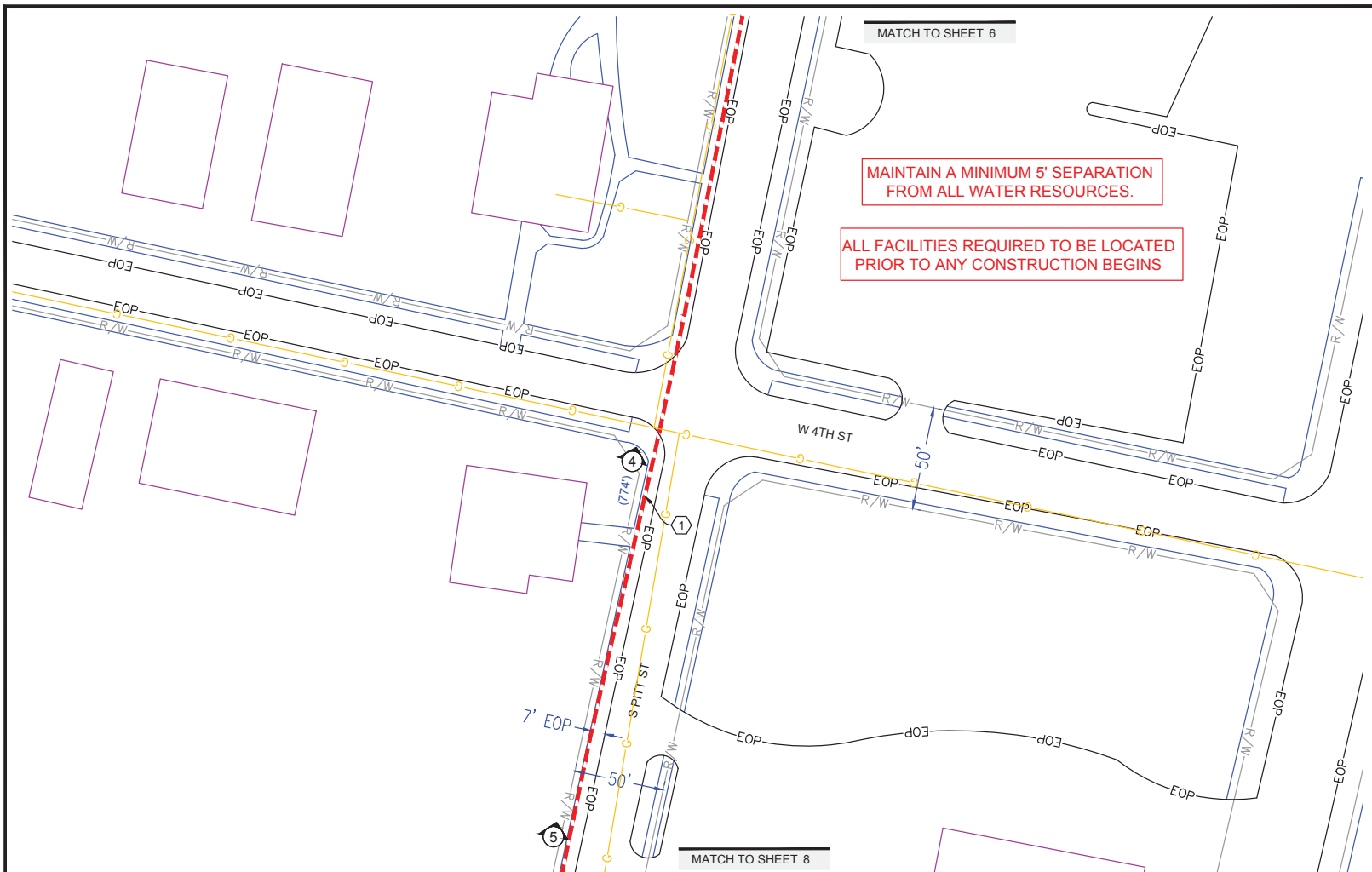
DRAWING NAME: 401 W 5TH ST (Revision 1).dwg

CONFIDENTIAL/PROPRIETARY

Page Rake Off			
Unit Code & Description	Units	Estimated Quantity	Actual Quantity
Quarite Teir 15 Handhole - 30"x48"x36" Installed with Ground Rod	EA	1	
Concrete Sidewalk Remove and Replacement	SQ FT	24	



Scale is for reference purposes only. The cable contractor is responsible placing facilities within the designated Right-of-Way.



CONSTRUCTION NOTES

- ① CABLE FIBERS: 144 CT FOC
CABLE OWNER: SPIRIT
CABLE LENGTH: 774'
NOTES: PULL 774' OF FOC FROM PROPOSED HANDHOLE-3 TO PROPOSED HANDHOLE-4.
- CONDUIT OWNER: SPIRIT
CONDUIT LENGTH: 774'
CONDUIT QTY: 3
CONDUIT SIZE: 1-1/4"
CONDUIT TYPE: HDPE
NOTE: DIRECTIONAL BORE 774' FROM PROPOSED HANDHOLE-3 ALONG S PITT ST TO PROPOSED HANDHOLE-4.

MAINTAIN A MINIMUM 5' SEPARATION FROM ALL WATER RESOURCES.

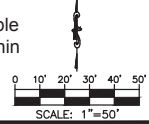
ALL FACILITIES REQUIRED TO BE LOCATED PRIOR TO ANY CONSTRUCTION BEGINS

① SYMBOL CORRESPONDS TO PHOTO LOCATIONS AND ORIENTATION. SEE SHEET # FOR SITE PHOTOGRAPHS.

3				AS-BUILT
2	12/30/14	RM	JLW	REVISION # 1
1	11/18/14	RM	JC	ORIGINAL
NO.	DATE	ENG DESIGN	DRAFTING	COMMENT



Know what's below.
Call before you dig.



SCALE: 1"=50'

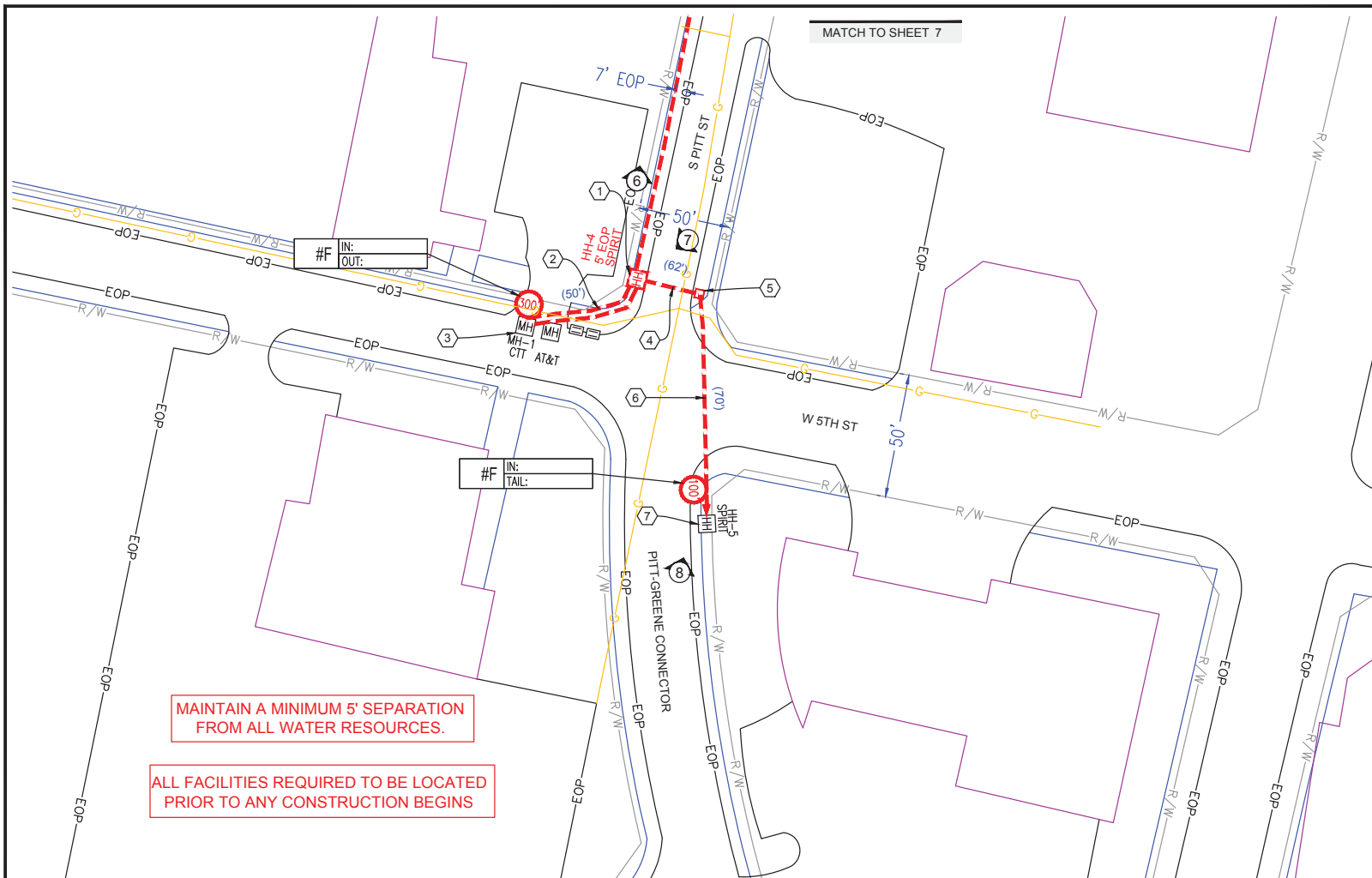
Scale is for reference purposes only. The cable contractor is responsible placing facilities within the designated Right-of-Way.

Page	Take Off	Units	Estimated Quantity	Actual Quantity
	Unit Code & Description			
	Place (3) 1-1/4" HDPE SDR11 (via Directional Bore)	FT	774'	

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SPIRIT ENGINEER: ROBERT ROBINSON
ENGINEERING FIRM: TPRC BROADBAND
SERVICE ORDER:
LOCATION: 401 W 5th ST., GREENVILLE, NC
DRAWING NAME: 401 W 5TH ST (Revision 1).dwg

CONFIDENTIAL/PROPRIETARY SHEET: 7 OF 12



MAINTAIN A MINIMUM 5' SEPARATION FROM ALL WATER RESOURCES.

ALL FACILITIES REQUIRED TO BE LOCATED PRIOR TO ANY CONSTRUCTION BEGINS

Page Rake Off			
Unit Code & Description	Units	Estimated Quantity	Actual Quantity
Place (3) 1-1/4" HDPE SDR11 (via Directional Bore)	FT	182'	
Quarite Teir 15 Handhole - 30"x48"x36" Installed with Ground Rod	EA	1	
Concrete Sidewalk Remove and Replacement	SQ FT	24	

CONSTRUCTION NOTES

- 1 PROPOSED SPIRIT HANDHOLE-4
NOTE: PLACE HANDHOLE IN THE SIDEWALK.
NOTE: CUT AND RESTORE 24' SQ FT OF CONCRETE.
NOTE: 24"x36"x36" E/W NCDOT LID RATING AT 20,000 LBS
- 2 CABLE FIBERS: 144 CT FOC
CABLE OWNER: SPIRIT
CABLE LENGTH: 400'
NOTES: PULL 50' OF FOC FROM PROPOSED HANDHOLE-4 TO EXISTING CTT MANHOLE AND LEAVE A 300" SLACK LOOP THEN PULL 50' BACK TO PROPOSED HANDHOLE-4.

CONDUIT OWNER: SPIRIT
CONDUIT LENGTH: 50'
CONDUIT QTY: 3
CONDUIT SIZE: 1-1/4"
CONDUIT TYPE: HDPE
NOTE: DIRECTIONAL BORE 50' FROM PROPOSED HANDHOLE-4 UNDER W 5TH ST TO EXISTING CTT MANHOLE.
- 3 EXISTING CTT MANHOLE
NOTE: MANHOLE LOCATED IN THE ASPHALT.
- 4 CABLE FIBERS: 144 CT FOC
CABLE OWNER: SPIRIT
CABLE LENGTH: 62'
NOTES: PULL 62' OF FOC FROM PROPOSED HANDHOLE-4 TO PROPOSED SMALL BORE PIT.

CONDUIT OWNER: SPIRIT
CONDUIT LENGTH: 62'
CONDUIT QTY: 3
CONDUIT SIZE: 1-1/4"
CONDUIT TYPE: HDPE
NOTE: DIRECTIONAL BORE 62' FROM PROPOSED HANDHOLE-4 UNDER S PITT ST TO PROPOSED SMALL BORE PIT.
- 5 PROPOSED SMALL BORE PIT
NOTE: 6"x4"x5'
- 6 CABLE FIBERS: 144 CT FOC
CABLE OWNER: SPIRIT
CABLE LENGTH: 170'
NOTES: PULL 70' OF FOC FROM PROPOSED SMALL BORE PIT TO EXISTING HANDHOLE-5 AND LEAVE A 100' SLACK LOOP IN EXISTING HANDHOLE-5.

CONDUIT OWNER: SPIRIT
CONDUIT LENGTH: 70'
CONDUIT QTY: 3
CONDUIT SIZE: 1-1/4"
CONDUIT TYPE: HDPE
NOTE: DIRECTIONAL BORE 70' FROM PROPOSED SMALL BORE PIT UNDER W 5TH ST TO EXISTING HANDHOLE-5.
- 7 EXISTING SPIRIT HANDHOLE-5
NOTE: HANDHOLE LOCATED IN THE SIDEWALK.

SYMBOL CORRESPONDS TO PHOTO LOCATIONS AND ORIENTATION. SEE SHEET # FOR SITE PHOTOGRAPHS.

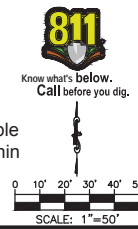
3				AS-BUILT
2	12/30/14	RM	JLW	REVISION # 1
1	11/18/14	RM	JC	ORIGINAL
NO.	DATE	ENG DESIGN	DRAFTING	COMMENT

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 ENGINEERING FIRM: TPRC BROADBAND
 SERVICE ORDER:
 LOCATION: 401 W 5th ST., GREENVILLE, NC
 DRAWING NAME: 401 W 5TH ST (Revision 1).dwg

CONFIDENTIAL/PROPRIETARY SHEET: 8 OF 12

Scale is for reference purposes only. The cable contractor is responsible placing facilities within the designated Right-of-Way.



TYPICALS

HANDHOLE DETAILS (FOR NCDOT RIGHT-OF-WAY)

2436

COVER:
 Style: Flush Sided
 Material: Polymer Concrete
 Height: 1 1/2" (152.4mm)
 Set Features: 10-13 Stainless Steel Hex Head Bolt, Washer and Flaming Nut
 Options: Ledges and Special Workings
 Surface: Slip Resistant & Marked

BOX:
 Material: Polymer Concrete
 Size: 24" x 36" (L x W)
 Height: 18" Depth 142 lbs
 24" Depth 175 lbs
 30" Depth 242 lbs
 Wall Type: Straight
 Performance: Tier 22, MISC Category 3, ASTM C897 A-16

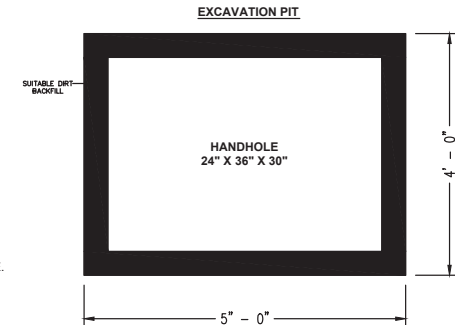
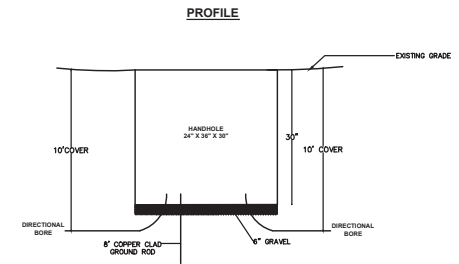
EXTENSION:
 Material: Polymer Concrete
 Size: 24" x 36" (L x W)
 Height: 7" Depth 62 lbs

	A	B	C	D	E
2436-13	18"	22 1/2"	36 3/4"	23 1/2"	27 1/2"
2436-24	24"	22 1/2"	36 3/4"	23 1/2"	27 1/2"
2436-30P	30"	22 1/2"	36 3/4"	23 1/2"	27 1/2"
2436-23	30"	22 1/2"	36 3/4"	23 1/2"	27 1/2"

Heavy Duty:
 Incidental, non-vehicular traffic
 for use in non-vehicular traffic situations only

As per local utility requirements:
 18" for use and cover installation
 Heights and dimensions may vary slightly

oldcastleprecast.com/enclosuresolutions 800-735-5365



- NOTES:**
- VOID IN EXCAVATED AREAS TO BE BACKFILLED WITH SELECT MATERIAL.
 - BOTTOM OF EXCAVATION PIT TO BE FILLED WITH 6" OF GRAVEL (075" GRADE).
 - SHORED WILL BE REQUIRED.
 - ALL HANDHOLES SHALL BE PLACED AT EXISTING GRADE.

PRODUCT LIST DETAIL

PRODUCT ID (EX. NPYX-XXXX): NP10-5459 PLANT ID: PRODUCT NAME: OLDCAST ENCLOSURE / JUNCTION BOX MODEL NUMBER: H3048-36 W/ H3048-P1 DESCRIPTION: CARON PRODUCTS BRAND IS AN UNDERGROUND ENCLOSURE MADE FROM HIGH DENSITY POLYMER CONCRETE (HDPC) AND REINFORCED WITH POLYMER AND FIBER GLASS STRANDS. MODEL NO: H3048-36 (BOX), H3048-P1 (LID). MANUFACTURER / DISTRIBUTOR: OLDCASTLE ENCLOSURE SOLUTIONS APPROVAL RESPONSIBILITY: QUALITY ENHANCEMENT UNIT GROUP: UTILITIES CATEGORY: UTILITY STRUCTURES BRAND: H SERIES STATUS: APPROVED



NO.	DATE	ENG DESIGN	DRAFTING	COMMENT
3				AS-BUILT
2	12/30/14	RM	JLW	REVISION # 1
1	11/18/14	RM	JC	ORIGINAL

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 SERVICE ORDER:
 LOCATION: 401 W 5th ST., GREENVILLE, NC
 DRAWING NAME: 401 W5THST (Revision 1).dwg

CONFIDENTIAL/PROPRIETARY SHEET: 9 OF 12

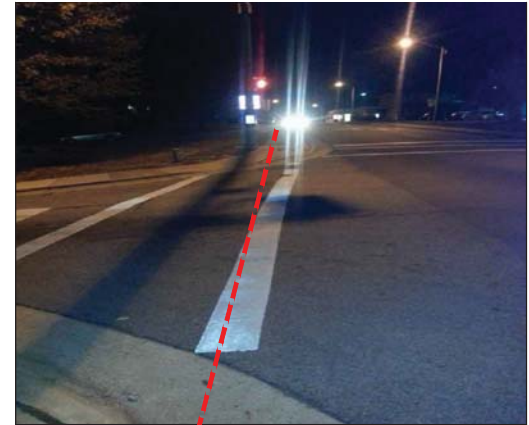
SITE PHOTOGRAPHS



1



2



3



4



5



NO.	DATE	ENG DESIGN	DRAFTING	COMMENT
3				AS-BUILT
2	12/30/14	RM	JLW	REVISION # 1
1	11/18/14	RM	JC	ORIGINAL

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 ENGINEERING FIRM: TPRC BROADBAND
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 LOCATION: 401 W 5th ST., GREENVILLE, NC
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 CONFIDENTIAL/PROPRIETARY SHEET 10 OF 12

SITE PHOTOGRAPHS



6



7



8



Know what's below.
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NO.	DATE	ENG DESIGN	DRAFTING	COMMENT
3				AS-BUILT
2	12/30/14	RM	JLW	REVISION # 1
1	11/18/14	RM	JC	ORIGINAL

Spirit Telecom	
SPIRIT ENGINEER: ROBERT ROBINSON	
ENGINEERING FIRM: TPRC BROADBAND	
SERVICE ORDER:	
LOCATION: 401 W 5th ST., GREENVILLE, NC	
DRAWING NAME: 401 W5THST (Revision 1).dwg	
CONFIDENTIAL/PROPRIETARY	

Total Underground Rake Off			
Unit Code & Description	Units	Estimated Quantity	Actual Quantity
Place (3) 1-1/4" HDPE SDR11 (via Directional Bore)	FT	1744'	
Quarite Tejr 15 Handhole - 30"x48"x36" Installed with Ground Rod	EA	3	
Concrete Sidewalk Remove and Replacement	SQ FT	72	

Total Aerial Rake Off				
Unit Code & Description	Units	Estimated Quantity	Actual Quantity	

Total Inside Plant (ISP) Rake Off			
Unit Code & Description	Units	Estimated Quantity	Actual Quantity

MATERIAL TOTALS

24 CT FOC	2444'
LOCATE WIRE	1744'
1-1/4" HDPE INNERDUCT	5232'
HANDHOLES	3
CONCRETE (SQ FT)	72

FIBER CABLE TOTALS

OSP 24 CT. FIBER OPTIC CABLE	UNDERGROUND	1744'
	TOTAL:	1744'
OSP 24 CT. SLACK LOOP	UNDERGROUND	700'
	TOTAL:	700'
TOTAL FIBER CABLE USED ON JOB:	JOB TOTAL:	2444'



Know what's below.
Call before you dig.

3				AS-BUILT
2	12/30/14	RM	JLW	REVISION # 1
1	11/18/14	RM	JC	ORIGINAL
NO.	DATE	ENG DESIGN	DRAFTING	COMMENT
SPIRIT ENGINEER: ROBERT ROBINSON				
ENGINEERING FIRM: TPRC BROADBAND				
SERVICE ORDER:				
LOCATION: 401 W 5th ST., GREENVILLE, NC				
DRAWING NAME: 401 W 5TH ST (Revision 1).dwg				
CONFIDENTIAL/PROPRIETARY				
				SHEET 12 OF 12



City of Greenville, North Carolina

Meeting Date: 1/12/2015
Time: 6:00 PM

Title of Item: Disposition of City-owned properties located at 1213 Chestnut Street, 202/204 Cadillac Street, and 1304 and 1306 West Third Street via sealed bid

Explanation: **Abstract:** The City acquired the properties located at 1213 Chestnut Street, 202/204 Cadillac Street, and 1304 and 1306 West Third Street (tax parcel numbers 23784, 07731/08852, 06556, and 06557) in order to remove dilapidated and blighted housing conditions. Staff worked to replace the dilapidated properties with either affordable housing or an activity that would produce economic benefit. These lots are within and in close proximity to the West Greenville Redevelopment Area.

Explanation: This is a request to approve the disposition of City-owned properties located at 1213 Chestnut Street, 202/204 Cadillac Street, and 1304 and 1306 West Third Street (tax parcel numbers 23784, 07731/08852, 06556, and 06557). Appraisals of the properties were completed by Moore and Piner in June 2014 for the purpose of establishing fair market value. On November 10, 2014, the City Council established fair market value for each of these properties based on their appraisals. The fair market values are as follows:

- 1213 Chestnut Street = \$10,000
- 202/204 Cadillac Street = \$12,000
- 1304 West 3rd Street = \$3,500
- 1306 West 3rd Street = \$3,500

These lots are within and in close proximity to the West Greenville Redevelopment Area.

The properties were advertised for sealed bids from November 24 thru December 29, 2014. On December 29, 2014, staff opened the sealed bids at 10:00 AM. Staff received sealed bids for each of the lots. The Grace College of Barbering placed the winning bid on the Chestnut Street lot for \$11,000. SECU-RE placed the winning bids on the Cadillac and Third Street lots for \$12,000, \$3,500, and \$3,500.

Fiscal Note:

If the disposition of the lots is approved by City Council, the total amount received by the City will equal \$30,000.

Recommendation:

Staff recommends that the City Council approve the sale of 1213 Chestnut Street, 202/204 Cadillac Street, and 1304 and 1306 West Third Street (tax parcel numbers 23784, 07731/08852, 06556, and 06557) based on the winning sealed bids.

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 [Grace College Lot](#)

 [SECU-RE Lots](#)

The Grace College of Barbering Lot



0 185 370 740 Feet Item # 7

SECU-RE Lots



0 137.5 275 550 Feet Item # 7



City of Greenville, North Carolina

Meeting Date: 1/12/2015
Time: 6:00 PM

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

Explanation: **Abstract:** The City of Greenville has replaced four vehicles per the Vehicle Replacement Plan and has declared the used vehicles as surplus to the City's needs and made them ready to be sold by public auction.

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

Asset#	Year	Make	Model	Type	VIN#
3777	1998	Ford	Ranger	Truck	1FTYR10U9WVB53981
4180	1999	Ford	Crown	Victoria	2FAFP71W0XX209063
4373	2001	Dodge	Ram	Truck	3B7KC26Z91M244374
70-115	2002	Dodge	Maxi Wagon 3500	Handicap Van	2B5WB35242K134923

On November 10, 2014, the City Council approved an agreement with Greenville Auto Auction, a local auction dealer, to sell its surplus vehicles via public auction.

These four vehicles will be sold at a public auction to be held at Greenville Auto Auction, located at 4330 Dickinson Avenue, Greenville, NC, on January 29, 2015, at 10:30 a.m. The public is welcome to attend and bid on these vehicles. Anyone desiring information regarding the process for registering and bidding can contact the Purchasing Division at 252-329-4664 or review this information on the City website.

Fiscal Note: Proceeds from the sale of these vehicles will be returned to the City, net of the

7.5% auction fee.

Recommendation: Approval of the resolution declaring the four vehicles as surplus and authorizing their disposal via public auction by Greenville Auto Auction on January 29, 2015.

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 [Resolution Surplus Vehicles to be sold by GAA Jan 2015 994222](#)

RESOLUTION NO. _____
RESOLUTION DECLARING CERTAIN PROPERTY TO BE SURPLUS
AND AUTHORIZING ITS DISPOSITION BY PUBLIC AUCTION

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

Asset#	Year	Make	Model	Type	VIN#
3777	1998	Ford	Ranger	Truck	1FTYR10U9WVB53981
4180	1999	Ford	Crown	Victoria	2FAFP71W0XX209063
4373	2001	Dodge	Ram	Truck	3B7KC26Z91M244374
70-115	2002	Dodge	Maxi Wagon 3500	Handicap Van	2B5WB35242K134923

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

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that the above listed property is hereby declared as surplus and the Purchasing Manager is hereby authorized and directed to utilize the services of Greenville Auto Auction, Inc., to sell the surplus vehicles listed via Public Auction to the highest bidder. The public auction will be held on January 29, 2015, at 10:30 a.m. at Greenville Auto Auction located at 4330 Dickinson Avenue, Greenville, NC.

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

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

This 12th day of January, 2015.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk



City of Greenville, North Carolina

Meeting Date: 1/12/2015
Time: 6:00 PM

Title of Item: Ordinance Amending the Fire Lane Ordinance

Explanation: **Abstract:** This is a request to amend Section 10-2-147 of the City Code relating to fire lane designations and enforcement including a provision authorizing the Chief of Fire-Rescue to require the establishment of fire lanes on private parking areas open to the public and a provision authorizing the Chief of Police or Chief of Fire-Rescue and their designees to enforce fire lane violations.

Explanation: Currently, City staff has an inability to enforce “No Parking” in fire lanes at many of the marked locations throughout the city. Concerns about this issue have been raised by enforcement staff and citizens throughout the community.

The City can only enforce “No Parking” within fire lanes throughout the city that have been formally accepted via a review process. The City’s current practice of accepting fire lanes within the city is very lengthy for property owners. A property owner has to make an individual application to the City, which is then routed through numerous departments for review before finally having a determination being made months later.

The problem with this approach is the following:

1. For multi-tenant developments, such as malls and shopping centers, enforcement becomes “spotty” throughout the entire development. Whereas a few owners may have filed for their respective tenant spaces, many others have not. Tracking the places where the City can and cannot enforce becomes cumbersome and problematic.
2. The application runs with the property owner, not the land. As businesses and owners change or go out of business, there is no mechanism to ensure the City is enforcing within the parameters of the approved application that was originally submitted.

3. The current approval process is spread across multiple departments.
4. It is not uncommon to see fire lanes striped in developments throughout the city, whereas they might have been reviewed by the staff, but were never approved for enforcement. When explaining to citizens the process for acceptance for enforcement and the manner whereby we can enforce parking, it becomes frustrating and confusing, especially when explaining why staff can write tickets for some violators and not others in the same development.

The proposed ordinance amendment seeks to resolve the problems for new developments as outlined above by addressing the following:

1. It will allow for a comprehensive staff review and acceptance of fire lanes via the Technical Review Committee (TRC) process and site plan approval. This would eliminate the communication discrepancies between departments and the need for a lengthy approval process.
2. It would allow the fire lanes to be accepted for enforcement for the entire development, not just sections within the same development. This would reduce confusion as to where the City can or cannot enforce parking. This would also eliminate confusion with citizens and developers on enforcement practices.
3. The acceptance for enforcement would “run with land” as part of the site plan approval rather than with the property owner.

It is important to note that this proposed ordinance amendment addresses enforcement for fire lane parking for all **new** developments being approved. Staff is currently developing options for Council consideration to address enforcement at existing properties.

Fiscal Note: No fiscal impact for the City.

Recommendation: Approval of the ordinance amending the fire lane regulations.

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[CAO Version Fire Lane Ordinance 994309](#)

[CAO Clean Version Fire Lane Ordinance 994333](#)

ORDINANCE NO. 15-__
AN ORDINANCE AMENDING THE FIRE LANE ORDINANCE
OF THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, North Carolina General Statute 160A-301 authorizes the City Council of the City of Greenville to regulate the stopping, standing or parking of vehicles in specified areas of any parking areas or driveways of a hospital, shopping center, apartment house, condominium complex or commercial office complex or any other privately owned public vehicular area;

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

Section 1: That Section 10-2-147 of the Code of Ordinances, City of Greenville, be and is hereby amended by rewriting said section so that it will read as follows:

SECTION 10-2-147 FIRE LANES.

(A) It shall be unlawful for any person or persons to park or leave a motor vehicle or to place any other object, structure or obstruction in a fire lane.

(B) Fire lanes may be established in **publicly and** privately owned public vehicular areas of shopping centers, hospitals, apartment complexes, condominiums or any other **public or** private parking area which is open to the public.

(C) The Chief of Fire Rescue **or his designee and Chief of Police are** is hereby authorized to **recommend the establishment and require** the designation of fire lanes on private property **when a site plan is required to be submitted for an improvement to the property. The designation of fire lanes shall be made when the site plan is approved after review by the Technical Review Committee. The fire lanes shall be installed prior to the issuance of a Certificate of Occupancy for the improvement.**

(D) The Chief of Fire Rescue **or his designee** is hereby authorized to approve the designation of fire lanes on private property for existing developments when the owner or person in general charge of the operation and control of the area requests in writing the designation of the fire lanes.

(~~E~~) All fire lanes designated on or after January 12, 2015, are required to comply with the applicable Fire Code, as adopted. Any nonconforming fire lanes or lanes marked as fire lanes which do not comply with currently adopted Fire Code standards shall be required to comply with currently adopted Fire Code standards when a site plan is required to be submitted for an improvement to the property.

(~~F~~) Fire lanes may be designated on any surface, road, alley, or roadway generally used for the movement or parking of motor vehicles, when the parking of motor vehicles or other

obstructions in that area would interfere with the speed and efficiency of fire fighting and emergency personnel or the proper ingress and egress of emergency vehicles and equipment.

(~~E~~G) Areas designated as fire lanes shall be clearly marked, with yellow or another suitable color of paint, with the words “No Parking, Fire Lane,” and the boundaries, borders or curbs shall be clearly visible.

(~~F~~H) Fire lanes shall be designated in the Schedule of Traffic Regulations, ~~held and maintained by the Public Works Director or designee.~~ copies of which are on file in the offices of the City Clerk and City Engineer.

(~~G~~I) The Chief of Police ~~and~~ or Chief of Fire Rescue and their designees are hereby authorized to enforce the provisions of this section. ~~For purposes of this subsection all police officers and parking control officers are considered designees of the Chief of Police.~~

Section 2: That all ordinances and sections of ordinances in conflict with this ordinance are hereby repealed.

Section 3: That this ordinance shall become effective upon its adoption.

ADOPTED this 12th day of January, 2015.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

ORDINANCE NO. 15-__
AN ORDINANCE AMENDING THE FIRE LANE ORDINANCE
OF THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, North Carolina General Statute 160A-301 authorizes the City Council of the City of Greenville to regulate the stopping, standing or parking of vehicles in specified areas of any parking areas or driveways of a hospital, shopping center, apartment house, condominium complex or commercial office complex or any other privately owned public vehicular area;

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

Section 1: That Section 10-2-147 of the Code of Ordinances, City of Greenville, be and is hereby amended by rewriting said section so that it will read as follows:

SECTION 10-2-147 FIRE LANES.

(A) It shall be unlawful for any person or persons to park or leave a motor vehicle or to place any other object, structure or obstruction in a fire lane.

(B) Fire lanes may be established in publicly and privately owned public vehicular areas of shopping centers, hospitals, apartment complexes, condominiums or any other public or private parking area which is open to the public.

(C) The Chief of Fire Rescue or his designee is hereby authorized to require the designation of fire lanes on private property when a site plan is required to be submitted for an improvement to the property. The designation of fire lanes shall be made when the site plan is approved after review by the Technical Review Committee. The fire lanes shall be installed prior to the issuance of a Certificate of Occupancy for the improvement.

(D) The Chief of Fire Rescue or his designee is hereby authorized to approve the designation of fire lanes on private property for existing developments when the owner or person in general charge of the operation and control of the area requests in writing the designation of the fire lanes.

(E) All fire lanes designated on or after January 12, 2015, are required to comply with the applicable Fire Code, as adopted. Any nonconforming fire lanes or lanes marked as fire lanes which do not comply with currently adopted Fire Code standards shall be required to comply with currently adopted Fire Code standards when a site plan is required to be submitted for an improvement to the property.

(F) Fire lanes may be designated on any surface, road, alley, or roadway generally used for the movement or parking of motor vehicles, when the parking of motor vehicles or other obstructions in that area would interfere with the speed and efficiency of fire fighting and emergency personnel or the proper ingress and egress of emergency vehicles and equipment.

(G) Areas designated as fire lanes shall be clearly marked, with yellow or another suitable color of paint, with the words "No Parking, Fire Lane," and the boundaries, borders or curbs shall be clearly visible.

(H) Fire lanes shall be designated in the Schedule of Traffic Regulations, copies of which are on file in the offices of the City Clerk and City Engineer.

(I) The Chief of Police or Chief of Fire Rescue and their designees are hereby authorized to enforce the provisions of this section.

Section 2: That all ordinances and sections of ordinances in conflict with this ordinance are hereby repealed.

Section 3: That this ordinance shall become effective upon its adoption.

ADOPTED this 12th day of January, 2015.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk



City of Greenville, North Carolina

Meeting Date: 1/12/2015
Time: 6:00 PM

Title of Item: Report of Settlements

Explanation: **Abstract:** The terms of recently concluded settlements are being reported to City Council to be entered into its minutes.

Explanation: There have been settlements concluded in the pending lawsuits filed by the City against clubs which had been fined for non-compliance with the City ordinance requiring the submittal of the monthly form by public/private clubs demonstrating compliance with the bouncer training and background check. The terms of the settlements are to be reported to City Council and entered into its minutes.

The lawsuits and the terms of the settlements are as follows:

City of Greenville v. Alvin Grant, and d/b/a/ The Phoenix Nightclub

The lawsuit sought a judgment in the amount of \$34,300. Judgment in the amount of \$34,300 has been entered against the defendant with a provision if the defendant pays \$8,500 within 30 days of the entry of the judgment and \$8,500 within 60 days of the entry of the judgment, the balance will be forgiven. Otherwise, the full judgment amount may be executed upon.

City of Greenville v. George Jeffrey Beaman, and JBC of Greenville LLC, and dba Fifth StreetDistillery

The lawsuit sought a judgment in the amount of \$1,350. \$625 has been paid to the City, the balance of the indebtedness was forgiven, and a voluntary dismissal with prejudice filed.

City of Greenville v. George Jeffrey Beaman, and Club 519, Inc. dba Club 519

The lawsuit sought a judgment in the amount of \$2,750. \$1,300 has been paid to the City, the balance of the indebtedness was forgiven, and a voluntary dismissal with prejudice filed.

City of Greenville v. Benjamin Garth Edwards, Vickie Young, B and O of Greenville, Inc., and dba LIVE

The lawsuit sought a judgment in the amount of \$750. \$400 has been paid to the City, the balance of the indebtedness was forgiven, and a voluntary dismissal with prejudice filed.

Fiscal Note:

The City has received \$2,325 in payment and has a judgment in the amount of \$34,300.

Recommendation:

No action is required. The terms of the settlement are to be reported to City Council and entered into its minutes.

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City of Greenville, North Carolina

Meeting Date: 1/12/2015
Time: 6:00 PM

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

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

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

<u>Payee</u>	<u>Adjustment Refunds</u>	<u>Amount</u>
Ryan P. Adkins	Registered Motor Vehicle	\$148.10
Bobby E. Cooley	Registered Motor Vehicle	\$111.23
East Coast Glass of Greenville, Inc.	Registered Motor Vehicle	\$560.41
Jeffery L. Herrington	Individual Personal Property	\$182.29
Jimmy W. Jones	Registered Motor Vehicle	\$113.87
Kelvin R. Jones	Real Property	\$125.27
Martha R. Squire	Registered Motor Vehicle	\$125.97
Donald J. Taylor	Registered Motor Vehicle	\$111.88
Willie R. May	Individual Personal Property	\$131.29
Felton Moore	Individual Personal Property	\$373.27

Fiscal Note: The total to be refunded is \$1,983.58

Recommendation: Approval of tax refunds by City Council

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City of Greenville, North Carolina

Meeting Date: 1/12/2015
Time: 6:00 PM

Title of Item: Budget ordinance amendment #5 to the 2014-2015 City of Greenville budget (Ordinance #14-036), amendment to the Special Revenue Grant Fund (Ordinance #11-003), and ordinance to establish the South Greenville Reconstruction Capital Project Fund

Explanation: **Abstract:** This budget amendment is for City Council to review and approve proposed changes to the adopted 2014-2015 budget and to two other funds.

Explanation:

1) Attached for consideration at the January 12, 2015, City Council meeting is an ordinance amending the 2014-2015 budget (Ordinance #14-036). Additionally, there are amendments to the Special Revenue Grant Fund (Ordinance #11-003) and a budget ordinance to establish the South Greenville Reconstruction Capital Project Fund. For ease of reference, a footnote has been added to each line item of the budget ordinance amendment, which corresponds to the explanation below:

A To appropriate funds requested to establish an adult volleyball league during the spring of the year. It is anticipated that all costs, including setup, will be covered by estimated revenue for fees (\$1,454).

B To appropriate donated funds that were received during fiscal year 2013-2014 designated to offset National Night Out expenses during the current fiscal year (\$8,000).

C To carry over unused funds appropriated in prior year to complete the Dickinson Avenue study (\$78,098).

D To appropriate Golden Leaf Foundation grant funds to be received to purchase equipment that will in turn be leased to local companies. In the future, these lease payments, along with subsidies from the City and GUC, will be managed as loans to local companies to assist them in preparing their properties for development. Once estimates have been finalized for lease payments to the City and loan repayments, staff will submit a budget ordinance to establish a Golden Leaf revolving loan fund

(\$539,445).

E To appropriate Federal Forfeiture funds to purchase cameras for the City's 4th Street Parking Garage (\$60,000).

2) Attached is the budget ordinance to establish the South Greenville Reconstruction Capital Project Fund. The first phase of this project will include the design which will have some professional services to include schematic design, design development, and construction documents. There will be cost estimates given at each design phase. Staff will provide a budget amendment to this ordinance at a later date to capture the additional costs of this project. The transfer into this fund was previously budgeted in the General Fund (\$200,000).

Fiscal Note:

The budget ordinance amendment affects the following funds: increases the General Fund by \$147,552; increases the Special Revenue Grant Fund by \$539,445; and increases the South Greenville Reconstruction Capital Project Fund by \$200,000.

<u>Fund Name</u>	<u>Original /Amended Budget</u>	<u>Proposed Amendment</u>	<u>Amended Budget 1/12/2015</u>
General	\$ 83,845,337	\$ 147,552	\$ 83,992,889
Special Revenue Grant	\$ 1,781,249	\$ 539,445	\$ 2,320,694
South Greenville Reconstruction	\$ -	\$ 200,000	\$ 200,000

Recommendation:

Approve budget ordinance amendment #5 to the 2014-2015 City of Greenville budget (Ordinance #14-036), amendment to the Special Revenue Grant Fund (Ordinance #11-003) and the budget ordinance to establish the South Greenville Reconstruction Capital Project Fund.

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[Budget Amendment FY 2014 2015 985202](#)

[South Greenville Reconstruction Capital Project Fund 994321](#)

ORDINANCE NO. 15-
CITY OF GREENVILLE, NORTH CAROLINA
Ordinance (#5) Amending the 2014-2015 Budget (Ordinance #14-036), and Amending the Special Revenue Grant Fund
(Ordinance #11-003)

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

Section I: Estimated Revenues and Appropriations. **General Fund**, of Ordinance 14-036, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	ORIGINAL 2014-2015 BUDGET		#5 Amended 1/12/15	Total Amendments		Amended 2014-2015 Budget
ESTIMATED REVENUES						
Property Tax	\$ 32,943,768		\$ -		\$ -	\$ 32,943,768
Sales Tax	15,236,081		-		-	15,236,081
Video Prog. & Telecom. Service Tax	904,000		-		-	904,000
Rental Vehicle Gross Receipts	124,440		-		-	124,440
Utilities Franchise Tax	5,763,988		-		-	5,763,988
Motor Vehicle Tax	1,065,237		-		-	1,065,237
Other Unrestricted Intergov't Revenue	777,245		-		-	777,245
Powell Bill	2,215,848		-		-	2,215,848
Restricted Intergov't Revenues	1,649,591	E	60,000	174,101		1,823,692
Privilege License	535,485		-		-	535,485
Other Licenses, Permits and Fees	4,227,205	A	1,454	1,454		4,228,659
Rescue Service Transport	3,055,250		-		-	3,055,250
Parking Violation Penalties, Leases, & Meters	430,650		-		-	430,650
Other Sales & Services	372,577		-	5,000		377,577
Other Revenues	248,106		-		-	248,106
Interest on Investments	551,012		-		-	551,012
Transfers In GUC	6,485,183		-		-	6,485,183
Appropriated Fund Balance	4,435,020	B,C	86,098	2,791,648		7,226,668
TOTAL REVENUES	\$ 81,020,686		\$ 147,552	\$ 2,972,203		\$ 83,992,889
APPROPRIATIONS						
Mayor/City Council	\$ 321,237		-		-	321,237
City Manager	1,218,689		-	5,000		1,223,689
City Clerk	257,557		-		-	257,557
City Attorney	455,458		-		-	455,458
Human Resources	2,920,647		-	5,545		2,926,192
Information Technology	3,234,967		-		-	3,234,967
Fire/Rescue	13,684,689		-	16,280		13,700,969
Financial Services	2,587,864		-	1,118		2,588,982
Recreation & Parks	7,763,413	A	1,454	119,237		7,882,650
Police	23,867,860	B,E	68,000	124,229		23,992,089
Public Works	9,217,987		-	70,733		9,288,720
Community Development	2,659,620		-	2,542		2,662,162
OPEB	400,000		-		-	400,000
Contingency	155,869		-	(7,747)		148,122
Indirect Cost Reimbursement	(1,268,214)		-		-	(1,268,214)
Capital Improvements	4,944,577	C	78,098	27,959		4,972,536
Total Appropriations	\$ 72,422,219		\$ 147,552	\$ 364,896		\$ 72,787,115
OTHER FINANCING SOURCES						
Transfers to Other Funds	\$ 8,598,467		-	\$ 2,607,307		\$ 11,205,774
	\$ 8,598,467		-	\$ 2,607,307		\$ 11,205,774
TOTAL APPROPRIATIONS	\$ 81,020,686		\$ 147,552	\$ 2,972,203		\$ 83,992,889

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

	ADJUSTED BUDGET		Amended 1/12/15	Total Amendments		Amended 2014-2015 Budget
ESTIMATED REVENUES						
Special Fed/State/Loc Grant	\$ 1,547,971	D	\$ 539,445	\$ 613,437		\$ 2,161,408
Transfer from General Fund	79,286		-		-	79,286
Transfer from Pre-1994 Entitlement	80,000		-		-	80,000
TOTAL REVENUES	\$ 1,707,257	\$ -	\$ 539,445	\$ 613,437		\$ 2,320,694
APPROPRIATIONS						
Personnel	\$ 114,387		-		-	114,387
Operating	1,315,413		-	73,992		1,389,405
Capital Outlay	277,457	D	539,445	539,445		816,902
Total Expenditures	\$ 1,707,257		\$ 539,445	\$ 613,437		\$ 2,320,694
TOTAL APPROPRIATIONS	\$ 1,707,257		\$ 539,445	\$ 613,437		\$ 2,320,694

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

Adopted this 12th day of January, 2015.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

ORDINANCE NO. 15-____
ORDINANCE ESTABLISHING THE SOUTH GREENVILLE RECONSTRUCTION
CAPITAL PROJECT FUND

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

Section I: Estimated Revenues. It is estimated that the following revenues will be available for the South Greenville Reconstruction Capital Project Fund:

	ORIGINAL 2014-2015 BUDGET
<u>ESTIMATED REVENUES</u>	
Transfer from General Fund	\$ 200,000
TOTAL REVENUES	\$ 200,000

Section II: Appropriations. The following amounts are hereby appropriated for the South Greenville Reconstruction Capital Project Fund:

<u>APPROPRIATIONS</u>	
Design	\$ 188,000
Contingency	12,000
TOTAL APPROPRIATIONS	\$ 200,000

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

Section IV: This ordinance will become effective upon its adoption.

Adopted this 12th day of January, 2015.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk



City of Greenville, North Carolina

Meeting Date: 1/12/2015
Time: 6:00 PM

Title of Item: Presentations by Boards and Commissions

- a. Environmental Advisory Commission
- b. Pitt-Greenville Airport Authority

Explanation: The Environmental Advisory Commission and the Pitt-Greenville Airport Authority are scheduled to make their annual presentations to City Council at the January 12, 2015, meeting.

Fiscal Note: N/A

Recommendation: Hear the presentations from the Environmental Advisory Commission and the Pitt-Greenville Airport Authority.

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City of Greenville, North Carolina

Meeting Date: 1/12/2015
Time: 6:00 PM

Title of Item: Agreement with Uptown Greenville for Installation of the Live United Courtyard

Explanation: **Abstract:** The City of Greenville Public Works Department and Uptown Greenville are seeking approval from City Council for an agreement to partner in installing the proposed Live United Courtyard on City-owned property on West 4th Street (Tax Parcel 18141), between Evans Street and Washington Street. The courtyard project installation cost of \$30,000 has been secured by Uptown Greenville through a grant from United Way of Pitt County. Additional funding for the project has been secured by Uptown Greenville for the design and art components of the project, which will be paid for directly by Uptown. The City of Greenville will bid and manage the construction of the courtyard project. The project is anticipated to be completed by the summer of 2015.

Explanation: Uptown Greenville and the City of Greenville propose to enhance the City-owned gravel parking lot located on West 4th Street (Tax Parcel 18141) between Evans Street and Washington Street by installing a courtyard. Construction of the courtyard project, designed by Rivers and Associates, is funded through efforts of Uptown Greenville to obtain a \$30,000 grant from United Way of Pitt County from their Community Building Fund. The costs of the project design and the art components of the project are in addition to the construction budget of \$30,000. These expenses are being paid for directly by Uptown Greenville. Additional funding was secured by Uptown Greenville from other sources including the Redevelopment Commission to pay for these additional expenses. The proposed courtyard is to be named the Live United Courtyard.

The City's Redevelopment Commission has sanctioned these latest improvements as well as the first phase improvements completed at the gravel parking lot some eighteen months ago.

The attached proposed agreement between the City of Greenville and Uptown Greenville provides for the following responsibilities of each party for the Live United Courtyard:

City of Greenville:

1. Management and coordination of installation of the Project;
2. Procurement of services of a contractor necessary for the installation of the project with funds provided by Uptown Greenville;
3. Procurement of landscape and other materials for the Project with funds provided by Uptown Greenville;
4. Determination of future replacement or repair needs for the project and coordination with Uptown Greenville to determine how needs will be funded;
5. Provision of application of landscape materials associated with normal landscape maintenance activities (fertilizer, lime, herbicides, pesticides);
6. Provision of future replacement or repair of the project to the extent funds are provided by Uptown and allocated by the City;
7. Maintenance of property and liability insurance coverage on the project on the same basis as coverage is maintained on other property owned by the City; and
8. Installation of a plaque that recognizes United Way, Uptown Greenville, and the City.

Uptown Greenville:

1. Promotion of the Project;
2. Provision of funding for all material and installation costs associated with construction of the project and design of the project;
3. Provision of funding for installation by a private contractor of landscape mulch once per calendar year for the project;
4. Preparation of design, and technical specifications of the project for the purpose of bidding and contracting for the installation of the project;
5. Reception of requests and scheduling of the use of the Live United Courtyard by persons;
6. Coordination of and payment for any and all artwork associated with the project. The art work for the project must be approved by the City; and
7. Coordination with the City to determine how future replacement or repair needs will be funded.

The agreement is proposed to be for three (3) years with the option for extension of one (1) year periods thereafter upon agreement, in writing, by both parties.

Fiscal Note:

The project's construction is funded by a grant obtained by Uptown Greenville from United Way of Pitt County. City personnel will be utilized to manage the project; however, no other costs for construction will be incurred by the City.

Recommendation:

Staff recommends City Council approve the agreement between the City of Greenville and Uptown Greenville for the construction of the Live United Courtyard.

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

Attachments / click to download

 [Live United Presentation](#)

 [Live United Courtyard_988183](#)

NORTH CAROLINA
PITT COUNTY

AGREEMENT

THIS AGREEMENT made and entered into this the ____ day of January, 2015, by and between the City of Greenville, Party of the First Part and hereinafter sometimes referred to as the CITY, and Evergreen of Greenville, Inc. doing business as Uptown Greenville, Party of the Second Party and hereinafter sometimes referred to as UPTOWN;

W I T N E S S E T H

WHEREAS, the CITY and UPTOWN have determined to cooperate with each other to construct and maintain a Live United Courtyard located on Tax Parcel 18141, said property being on the south side of West 4th Street between Evans Street and Washington Street and being owned by the CITY;

NOW, THEREFORE, for and in consideration of the covenants and agreements herein contained, the CITY and UPTOWN agree as follows:

- 1) The CITY and UPTOWN will cooperate in the design, construction of a landscape enhancement and courtyard construction project to be located on tax parcel number 18141, said property being on the south side of West 4th Street between Evans Street and Washington Street and being owned by the CITY. The landscape enhancement and courtyard project to be known as the Live United Courtyard, to consist of a landscape bed, improved surface courtyard, fencing, benches, art work, and signage, and being hereinafter referred to as the Project.
- 2) The CITY shall perform the following responsibilities in connection with the Project:
 - (a) Management and coordination of installation of the Project;
 - (b) Procurement of the services of a contractor necessary for the installation of the Project with funds provided by UPTOWN;
 - (c) Procurement of landscape and other materials for the Project with funds provided by UPTOWN;
 - (d) Determination of future replacement or repair needs for the Project and coordination with UPTOWN to determine how needs will be funded;
 - (e) Provision of and application of landscape materials associated with normal landscape maintenance activities (fertilizer, lime, herbicides, and pesticides);
 - (f) Provision of future replacement or repair of the Project to the extent funds are provided by UPTOWN or allocated by the CITY;
 - (g) Maintenance of property and liability insurance coverage on the project on the same basis as coverage is maintained on other property owned by the City; and
 - (h) Installation of a plaque that recognizes United Way, UPTOWN, and the CITY.

- 3) UPTOWN shall perform the following responsibilities in connection with the Project:
 - (a) Promotion of the Project;
 - (b) Provision of funding for all material and installation costs associated with construction of the Project and for design of the Project;
 - (c) Provision of funding for installation by a private contractor of landscape mulch once per calendar year for the Project;
 - (d) Preparation of design, and technical specifications of the Project for the purpose of bidding and contracting for the installation of the Project;
 - (e) Reception of requests and scheduling of the use of the Live United Courtyard by persons. This will include managing the approval process through a committee established for this purpose. The committee is to be composed of representatives from the Public Works Department, Community Development Department, and UPTOWN;
 - (f) Coordination of and payment for any and all artwork associated with the Project. UPTOWN must coordinate and obtain approval from the CITY for installation of any and all artwork associated with the Project; and
 - (g) Coordination with the CITY to determine how future replacement or repair needs will be funded.

- 4) It is understood and agreed that approval of the design of the Project shall be in the sole discretion of the CITY, however, input of UPTOWN on the design will be sought and considered. The design provided by UPTOWN of the Project shall include, but not be limited to courtyard, fencing, benches, art work, and gates associated with the Project. UPTOWN will design any signage associated with the Project but must receive approval from the CITY of the design. UPTOWN shall be responsible for the expense of the design, and technical specifications of the Project.

- 5) It is understood and agreed that UPTOWN shall be responsible for providing the funds not to exceed \$ 30,000 in total installed costs for the materials utilized in installing the Project, and for the expense for installation by a private contractor of the Project. UPTOWN shall provide these funds and pay these funds to the CITY prior to the CITY entering into the contract for the materials and installation of the Project. In the event adequate funding, as determined solely by the CITY, is not provided by UPTOWN for the installation of the Project, then the CITY may terminate the Project.

- 6) It is understood and agreed that the CITY shall be responsible for managing the installation of the Project after UPTOWN has completed the raising of the necessary funds for the Project and provided to the CITY the design, specifications and rendering of the Project.

- 7) It is understood and agreed that the CITY may utilize the Live United Courtyard, at no charge, for events conducted or sponsored by the CITY. The scheduling of the use for events conducted or sponsored by the CITY shall be through the committee established in accordance with section 3(e) of this Agreement, provided that the use for events conducted or sponsored by the CITY shall be scheduled and permitted unless an event was previously scheduled for the requested date.

8) Any claim, dispute, or other matter in question arising out of this Agreement shall be submitted first to mediation as a condition precedent to litigation. The CITY and UPTOWN will endeavor to resolve claims, disputes, or other matters in question between them by mediation. The request for mediation shall be given in writing to the other party to the Agreement.

9) Except as otherwise provided by this Agreement, the term of this Agreement shall be for three (3) years commencing on January 1, 2015 and terminating on December 31, 2017. The term of this Agreement may be extended for subsequent one (1) year terms thereafter upon agreement, in writing, by both parties. Upon the expiration of the term of this Agreement, the City may remove and dispose of all materials and components which comprise the Project.

10) All notices required to be given under this Agreement shall be in writing and shall be deemed sufficiently given either upon delivery, when delivered personally to the notice address of the party, or when deposited in the mail, first-class postage prepaid, and addressed to the respective parties as follows:

CITY:

Public Works Operations Manager, Public Works Department
City of Greenville
1500 Beatty Street
Greenville, NC 27834

UPTOWN:

Executive Director
Uptown Greenville
301 S. Evans Street, Suite 101
P.O. Box 92
Greenville N.C. 27835

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

EVERGREEN OF GREENVILLE INC. dba
UPTOWN GREENVILLE

Tony Khoury, President

ATTEST:

Wayne Conner, Secretary

CITY OF GREENVILLE

Barbara Lipscomb, City Manager

APPROVED AS TO FORM:

David A. Holec, City Attorney

PRE-AUDIT CERTIFICATION

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

Bernita W. Demery, Director of Financial Services

Live United Courtyard



4th Street Pocket Park



Find yourself in good company

LIVE UNITED Courtyard & Born Learning Trail

GOAL: Uptown Greenville proposes to create an urban recreational area and Uptown “Born Learning Trail” designed to engage youth and adults in a quality urban experience while simultaneously fostering opportunities to build physical, intellectual, emotional and social strength in families.

The United Way of Pitt County actively embraces the nationally acclaimed “Born Learning Trail” as a valuable youth development tool.

LIVE UNITED Courtyard & Born Learning Trail

A Born Learning Trail provides young children with an opportunity to get active, have fun and boost language and literacy skills. The "trail" features age-appropriate, simple-to-construct activities that can be set up outdoors or in.



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Item # 14

LIVE UNITED Courtyard & Born Learning Trail

The “ Uptown Born Learning Trail” (BLT) is proposed to consist of several stations throughout the district to provide parents/caregivers and their children the opportunity to get active and bond.



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POTENTIAL UPTOWN BORN LEARNING TRAIL SITES



- Potential “BLT” sites include:
- The Pitt County Arts Council at Emerge
 - The Greenville Museum of Art
 - Go-Science Center
 - The Uptown Parking deck plaza
 - Town Common
 - Trailhead to the Greenway
 - Sheppard Memorial Library
 - City Hall
 - Pitt County Boys & Girls Club

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LIVE UNITED COURTYARD and Born Learning Trail

IS A JOINT EFFORT BETWEEN THE FOLLOWING PARTNERS:

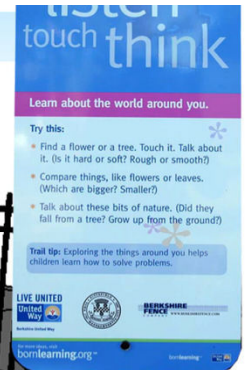
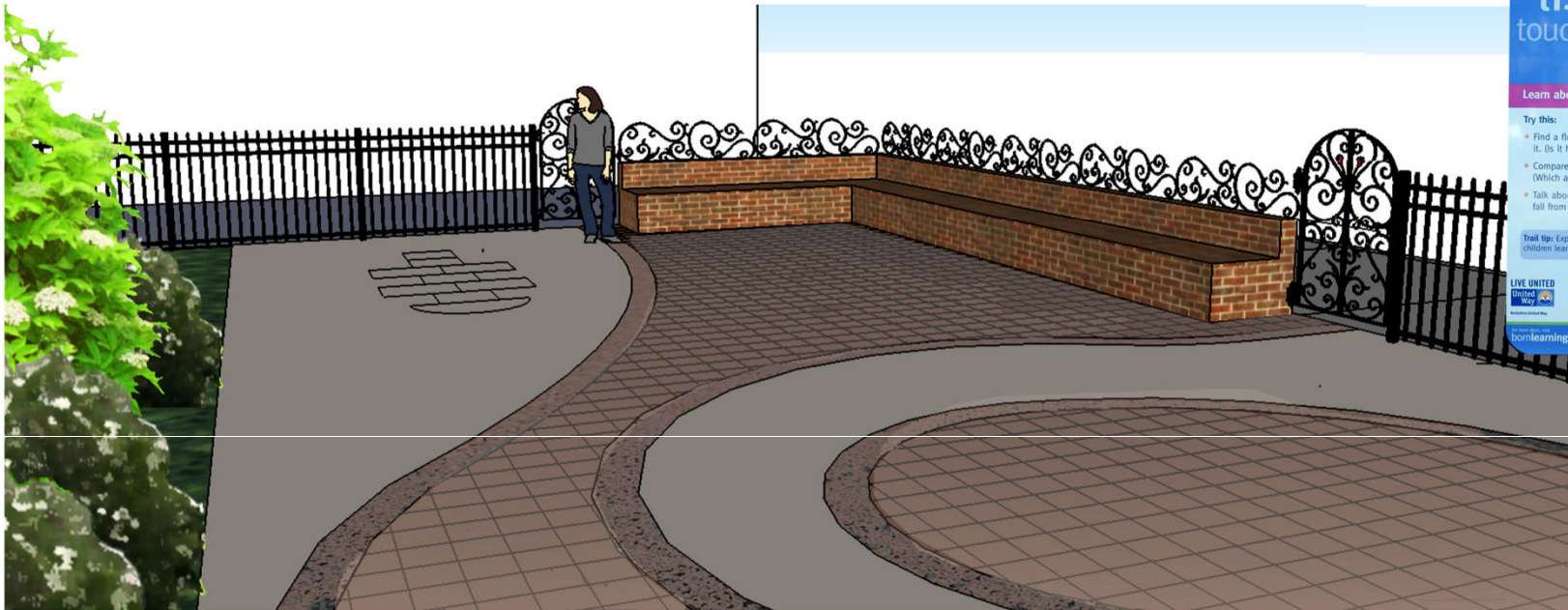
- United Way
- Uptown Greenville
- The City of Greenville's Redevelopment Commission and the Public Works Department
- Pitt County Arts Council at Emerge
- Rivers and Associates



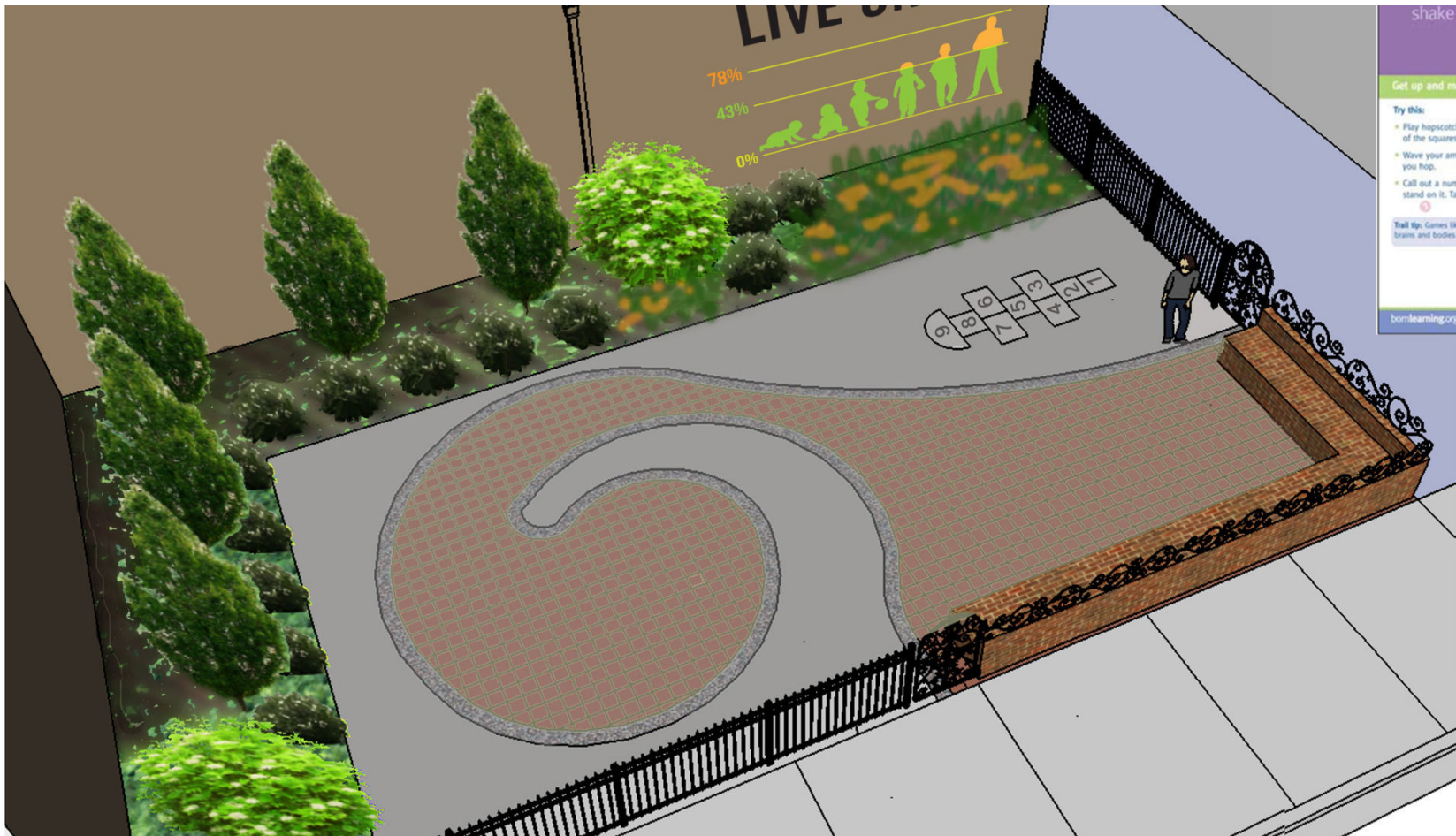
ARTIST DESIGNED GATES AND FENCE PANELS TO TOP SEAT WALL. MAY BE COLORFUL AND WHIMSICAL, OR IN SOME WAY INTERACTIVE.

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Item # 14



LOOK, LISTEN, TOUCH, THINK SIGNAGE IN PLANTING BED. PLANTS CHOSEN FOR INTERESTING QUALITIES SUCH AS SHAPE, COLOR, SMELL, TEXTURE



shake wiggle

Get up and moving with your child.

Try this:

- Play hopscotch. Toss a small rock on one of the squares. Then hop over it.
- Wave your arms or tap your head as you hop.
- Call out a number and ask your child to stand on it. Take turns.

Trail tip: Games like these will get children's brains and bodies moving.

bonlearning.org

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Item # 14

Budget Overview

Entity	Cash	In-Kind	Use
United Way	\$30,000		Construction, courtyard
City of Greenville's Redevelopment Commission	\$15,000		Construction, courtyard
Uptown Greenville	\$ 2,000	\$8,000	Phase 1 site development, project management
Rivers and Associates		\$7,000	Design services
Total project	\$47,000	\$15,000	\$62,000

LIVE UNITED COURTYARD
Preliminary Opinion of Probable Cost
PRELIMINARY 04/29/14

DESCRIPTION OF ITEM	QUANTITY	UNIT	UNIT PRICE	ITEM COST	SUBTOTALS	TOTALS
DEMOLITION & REMOVALS						
Remove existing site furnishings	1	ea	\$100.00	\$100.00		
Erosion control and tree protection measures	1	ls	\$1,000.00	\$1,000.00		
Removal of existing shrubs for relocation	6	ea	\$50.00	\$300.00		
Remove existing gravel parking (1100 SF)	150	sy	\$12.00	\$1,800.00		
Remove existing concrete curb & gutter	40	lf	\$12.00	\$480.00		
					\$3,680.00	
SITE IMPROVEMENTS						
Concrete Seat Wall with Back	35	lf	\$325.00	\$11,375.00		
Concrete Paver Band (spiral)	100	sf	\$15.00	\$1,500.00		
Concrete Paving	420	sf	\$3.50	\$1,470.00		
Concrete Paving with Integral color	500	sf	\$10.00	\$5,000.00		
Powder Coated Aluminum Fence	50	lf	\$50.00	\$2,500.00		
					\$21,845.00	
SITE FURNISHINGS						
Bollard Lights	3	ea	\$750.00	\$2,250.00		
Up Lights (Mounted in planting bed)	2	ea	\$400.00	\$800.00		
Wall Art	1	ls	\$3,500.00	\$3,500.00		
Water Fountain with Sink	1	ea	\$2,500.00	\$2,500.00		
					\$9,050.00	
LANDSCAPING						
Trees						
Shrubs-Large	5	ea	\$60.00	\$300.00		
Shrubs-Small	25	ea	\$30.00	\$750.00		
Topsoil- planting beds- Avg. 6" deep	6	cy	\$40.00	\$240.00		
Mulch @ 4" Depth	8	sy	\$20.00	\$160.00		
					\$1,450.00	

Construction TOTAL	\$36,025.00
Design fees	\$5,000.00
Contingency @ 10%	\$4,000.00
GRAND TOTAL	\$45,025.00

To embrace the domain of healthy youth development, programming at the LIVE UNITED Courtyard may include activities organized by area nonprofits who are focused on youth development. Once fully constructed, Uptown Greenville will assist with coordinating meaningful programming.

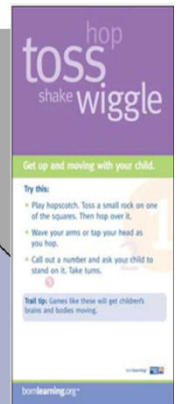
IN SOME WAY INTERACTIVE.

BORN LEARNING WELCOME SIGNAGE VISIBLE TO FOOT TRAFFIC ON 4th STREET AND MERCHANTS ALLEY.



WALL WITH PAINTING

HOP, TOSS, SHAKE, WIGGLE SIGN NEAR HOPSCOTCH - ETCHED IN PAVEMENT. SPIRAL PATTERN ENCOURAGES KIDS TO FOLLOW



Find yourself in good company

Item # 14



City of Greenville, North Carolina

Meeting Date: 1/12/2015
Time: 6:00 PM

Title of Item: Acceptance of Golden Leaf Grant award for Project Revere

Explanation: **Abstract:** The City was awarded grant funds in the amount of \$539,444.67 from the Golden Leaf Foundation to purchase laboratory equipment, which is to be leased by a local technology company and used at its lab facility in Greenville. The company has committed to creating at least 138 new full-time jobs over the next four years as a result of this project. Funds generated from the equipment lease payments will go into an account that will capitalize the City's new Site Ready Program.

Explanation: In October 2014, City Council authorized City staff to apply for Golden Leaf grant funds to support Project Revere. In December 2014, the Golden Leaf Foundation awarded the City of Greenville a total of \$539,444.67 to implement the project. Copies of the award letter and contract are attached. For Project Revere, the City purchases laboratory equipment that will then be leased by a local technology company at market-rate terms. The equipment will be used at the company's Greenville facility. The leased equipment will enable facility expansion over the next five years, creating new jobs and enhancing the City's tax base.

The facility has been in operation for one year. The company provides cutting-edge laboratory analysis services. The demand for these services is expected to outstrip supply. The company recently merged with another U.K.-based firm; together, these firms have the potential to be industry leaders. The equipment lease program under Project Revere, along with a capital-infusion from the merger, will enable the company to bid for more contracts by expanding its technical capacity and skilled workforce, in an industry that is expected to grow rapidly in coming years. Under the terms of Project Revere, the company has committed to creating at least 138 new full-time jobs at its Greenville facility by the end of 2018.

The City's lease to the company essentially operates as a market-rate lease with economic development incentives for new job creation. If this equipment were leased by a private firm from a private vendor on the "open market," the current

interest rate would be expected to be 8.5 percent. Under Project Revere, the City will lease the equipment at an incentivized interest rate, based on the assumption that the job creation and other positive economic development impacts would more than compensate for the incentivized interest rate on the lease. In the event that job creation does not meet project goals, the terms of Project Revere include “claw back” provisions that shall result in an adjusted higher interest on lease payments up to 8.5 percent, terms which are intended to ensure that no significant private benefit is accrued from the arrangement. Consideration of the final lease, along with the required public hearing for economic development incentives, will take place in February.

The monthly equipment lease payments made by the company will be deposited in an account that will be used for the City’s Site Ready Program.

Fiscal Note:

Acceptance of the grant award does not require any long-term (or unreimbursed) fiscal outlays by the City; however, the equipment under Project Revere will be purchased using City funds and then fully reimbursed by the Golden Leaf Foundation.

Recommendation:

Staff recommends that the City Council accept the Golden Leaf Grant award in the amount of \$539,444.67.

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Attachments / click to download

[📄 Agreement](#)

[📄 Award announcement](#)

The Golden LEAF Foundation

GRANTEE ACKNOWLEDGMENT AND AGREEMENT

1. Grantee: City of Greenville
2. Project File Number & Title: FY2015-057 / Project Revere
3. Purpose of Grant: The purpose of this grant is to provide funding to the City of Greenville to purchase equipment that it will lease to Genome ID Group, LLC, which is headquartered in Greenville, and does business as The Center for Advanced Forensic DNA Analysis (CAFDA). CAFDA provides advanced forensic DNA technologies and expert consulting services to forensic laboratories, law enforcement, attorneys, and government agencies. It is also completing validation of its proprietary DNA technology that will allow it to interpret mixed DNA samples, which comprise up to 50% of all DNA samples and cannot be interpreted using current analysis techniques. CAFDA has secured a contract to analyze cases for the Tennessee Bureau of Investigation, and is pursuing other large multi-year contracts. Rising demand for CAFDA's services will outstrip the capacity of its existing laboratory equipment and staff. It plans to add 138 new full time positions by the end of 2018. These new jobs will pay an average salary of \$60,697/year, plus benefits. Greenville will purchase laboratory equipment that it will lease to CAFDA to facilitate this expansion. The equipment will be leased at a rate that will require CAFDA to repay the value of the equipment, plus interest, over five years. Proceeds of the leases would be placed in a new Site Ready Program account and loaned to businesses and individuals to help prepare sites and buildings for sale to promote economic development in the City.
4. Amount of Grant: \$539,444.67
5. Award Date: 12/4/2014 Start Date: _____
6. Special Terms and Conditions Applicable to Grant:
 - a) The term of the grant is 12 months, commencing on the Start Date proposed by the Grantee and accepted by Golden LEAF or, if Grantee does not propose a Start Date, commencing on the Award Date. All project-related expenses must be incurred during the term of the grant.
 - b) Funds are to be used for permissible public purposes associated with acquiring equipment that will be leased to Genome ID Group, LLC or its successors in interest (the "Company") at fair market value.
 - c) Release of funds is contingent on Golden LEAF's approval of the terms of the lease(s) for the equipment.
 - d) Release of funds is contingent on the Grantee and the Company demonstrating to the satisfaction of Golden LEAF that the Company has secured sufficient capital to implement the proposed business model, including the job creation and merger, comparable to that outlined in the proposal and supplemental information submitted to Golden LEAF.
 - e) Funds are contingent on the Company agreeing to create 138 new full-time jobs at its Greenville, NC facilities no later than December 31, 2018, with an average annual wage of no less than \$60,697, plus benefits, which at a minimum must include one half of the costs of employee-only health insurance. The Golden LEAF President may approve minor variations of this requirement.
 - f) Release of funds is contingent on the Company agreeing to allow the Grantee and Golden LEAF to verify the Company's job creation figures and wage rates and employee benefits by reviewing NCUI-101 forms submitted and through other means satisfactory to Golden LEAF.
 - g) The grant is contingent on the Grantee entering an agreement with the Company satisfactory to Golden LEAF providing appropriate consequences for the Company's failure to meet job creation commitments and limiting the ability of the Company to transfer the equipment purchased with

Golden LEAF funds out of its Greenville, North Carolina facilities prior to completing obligations under the terms of the grant.

- h) Any funds that the Grantee receives from the Company because of the Company's failure to satisfy its job creation obligations must be paid to Golden LEAF, plus a pro rata share of the amount of the grant for each job not created; provided, however, that the Grantee shall not be required to repay Golden LEAF an amount in excess of payments received from the Company under the lease agreement(s).
- i) Grantee agrees that the proceeds from the lease(s) will be held in a special reserve account restricted to use for future economic development activities that meet charitable, educational, scientific or tax-exempt public purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code. Permissible purposes include establishing a loan fund to support a "Site Ready" program consistent with that described in the Grantee's application, provided that Golden LEAF has approved the loan fund policies and procedures, and the loan program satisfies the other requirements of this section. Proceeds from the lease may not be paid or otherwise transferred to the Company, its affiliates, or principals, or used to further support this project without prior agreement by Golden LEAF. Grantee agrees to provide Golden LEAF detailed information regarding the balance of the reserve account and the use of funds in the reserve account upon request.

7. Standard conditions on the release of grant funds:

- a) Release of grant funds is contingent on Grantee attending a Golden LEAF grants management workshop or satisfactory consultation with Golden LEAF staff to gain training in management of Golden LEAF grants and reporting requirements.
- b) For non-governmental grantees, release of funds is contingent on Grantee providing the Foundation with a copy of the Grantee's policy regarding conflicts of interest with evidence that the policy has been adopted by the Grantee's board of directors.
- c) Release of funds is contingent on Grantee returning a fully executed original of this Grantee Acknowledgment and Agreement no later than three months after the Award Date set forth in Section 5, above, unless the Foundation agrees to extend the deadline for its submission.
- d) Prior to the release of funds, Grantee must submit for approval by Golden LEAF a project management plan and project budget. Unless otherwise approved, the project management plan and budget must be submitted on Golden LEAF forms. The project management plan will identify key activities and milestones that are critical to successful implementation of the grant, persons responsible for implementing identified tasks, deadlines for each activity and milestone, and an overall project time line. It will also include an evaluation plan. In projects that involve job creation, workforce training and other work where outcomes are expected to be achieved after the grant term has ended, the project management plan may require the Grantee to report results and accomplishments to Golden LEAF for a period of at least 3 years beyond the grant term.
- e) If the Grantee fails to comply with its obligations under this Agreement, no further grant funds will be released unless such noncompliance is resolved to the satisfaction of Golden LEAF.

8. Confirmation of Eligibility/Permissible use of Funds: The Grantee confirms: (1) that the Internal Revenue Service has determined that the Grantee is an organization described in Section 501(c) (3) of the Internal Revenue Code of 1986, as amended, and that such determination has not been revoked, or (2) that the Grantee is a federal, state or local governmental unit. Grantee agrees to notify the Foundation promptly if the Grantee's tax-exempt status is revoked or modified in any way. It agrees that it will use the funds from this grant only for charitable, educational, or scientific purposes within the meaning of Section 501(c)(3) of the Code, and that it will not use the funds from this grant in any way that would result in or give rise to private inurement or impermissible private benefit. The Grantee agrees that no funds from this grant will be used to carry on propaganda or otherwise to attempt to influence legislation, to influence the outcome of any public election, or to carry on directly or indirectly any voter registration drive. The Grantee agrees that it will not use any of these grant funds to make any expenditure or grant that does not comply with the requirements of Section 4945(d)(3) or (4) of the Code or to undertake any activity for any purpose other than one specified in Section 170(c)(1) or

Section 170(c)(2)(B) of the Code. Unless otherwise agreed by the Foundation in writing, no portion of the Grantee's rights or obligations under this Agreement may be transferred or assigned to any other entity.

9. Compliance with laws/liens: The Grantee is in material compliance with all federal, state, county, and local laws, regulations, and orders that are applicable to the Grantee, and the Grantee has timely filed with the proper governmental authorities all statements and reports required by the laws, regulations, and orders to which the Grantee is subject. There is no litigation, claim, action, suit, proceeding or governmental investigation pending against the Grantee, and there is no pending or (to the Grantee's knowledge) threatened litigation, claim, action, suit, proceeding or governmental investigation against the Grantee that could reasonably be expected to have a material adverse effect upon the Grantee's ability to carry out this grant in accordance with its terms. The Grantee has timely paid all judgments, claims, and federal, state, and local taxes payable by the Grantee the non-payment of which might result in a lien on any of the Grantee's assets or might otherwise adversely affect the Grantee's ability to carry out this grant in accordance with its terms.
10. Project and budget modification: The Grantee agrees to immediately notify the Foundation of anything that may materially affect the Grantee's ability to perform the project funded. **If the Grantee proposes to modify the budget, the objectives, or any other feature of the project funded, the Grantee shall not encumber or expend any funds from this grant for such purposes unless and until the Foundation has approved such proposed modifications in writing.** Moreover, no further payments shall be made to the Grantee in connection with the project funded unless and until the Foundation has approved such proposed modifications in writing.
11. Use of grant funds/rescission and termination of grants: The Grantee accepts and will retain full control of the disposition of funds awarded to the Grantee by the Foundation under this grant, and accepts and will retain full responsibility for compliance with the terms and conditions of the grant. Grant funds shall be utilized exclusively for the purposes set forth above. If the Grantee breaches any of the covenants or agreements contained in this Agreement, uses grant funds for purposes other than those set out above, or any of the representations and warranties made by the Grantee are untrue as to a material fact, the Grantee agrees to repay to the Foundation the full amount of this grant. Any condition, purpose, term or provision in the Foundation's resolution approving funding or in this Agreement shall take precedence over any conflicting provision in the Grantee's application.

The Grantee acknowledges receipt of the following policy regarding termination and rescission of grants, which is intended to supplement but not replace or limit the rights and remedies of the Foundation set forth elsewhere in this Agreement. The Grantee acknowledges that the Foundation may, from time to time, amend its policy regarding termination and rescission of grants, and the Grantee acknowledges that the Grantee will be subject to the policy as amended.

Policy Regarding Rescission and Termination of Grants. Rescission of a grant revokes the grant award. When funds have been disbursed to a Grantee by the Foundation and a grant is rescinded, the Grantee may be liable for repayment to the Foundation for an amount up to the total of grant funds received by the Grantee. Termination of a grant ends the grant on a going-forward basis, and the Grantee is responsible for repayment to the Foundation of only that portion of the grant funds that has been disbursed but not expended by the Grantee in accordance with the terms of the grant.

A grant may be rescinded or terminated at any time in the discretion of the Foundation for the Grantee's failure to comply with its obligations under this Agreement or if any of the Grantee's representations and warranties in this Agreement are or become untrue as to a material fact. Reasons for rescission or termination of a grant include but are not limited to the following:

- a. The Grantee has not signed and delivered to the Foundation the Grantee Acknowledgment and Agreement within three (3) months of the Award Date set out in Section 5, above.

- b. The Grantee has failed to complete the project within the grant term established by this Agreement or any extensions thereof.
- c. The Grantee's tax-exempt status has been modified or revoked.
- d. The Grantee is unable, or has failed or refused, to comply with a material term or condition of the grant.
- e. The Grantee has experienced a change in circumstances that is likely to have a material adverse effect upon the Grantee's ability to accomplish fully the purposes of the grant (e.g., loss of collateral funding, loss of key personnel, etc.).
- f. The Grantee has failed or refused to submit a report, statement, accounting or return required by this Agreement or applicable law.
- g. The Grantee has materially modified its budget for the project, and such material modification has not been approved by the Foundation.
- h. The Grantee commits a material violation of the Internal Revenue Code, or uses grant funds for some purpose not permitted by the Internal Revenue Code or for some purpose not contemplated by the grant.
- i. The Grantee breaches any of the covenants or agreements contained in this Grantee Acknowledgment and Agreement.
- j. The Grantee requests that the grant be rescinded or terminated.

It is anticipated that a grant will be rescinded in situations in which no grant funds have been disbursed. Where grant funds have been disbursed, it is anticipated that a grant will be rescinded in the case of more serious violations (including, without limitation, use of grant funds for some purpose not contemplated by the grant or in violation of the Internal Revenue Code, or upon other affirmative misconduct of the Grantee), and that termination of a grant will occur in the case of the less serious instances of non-compliance or where the circumstance giving rise to termination is not the result of misconduct of the Grantee.

If the Board of Directors of the Foundation determines that a grant should be rescinded or terminated, the Foundation will notify the Grantee of that decision. The Foundation may choose to notify the Grantee that the grant is subject to rescission or termination unless the Grantee remedies the noncompliance and establish deadlines or other limitations on the Grantee's opportunity to remedy the noncompliance. If the Foundation allows the Grantee the opportunity to correct the noncompliance, no further grant funds shall be advanced until the noncompliance is remedied.

12. Release of Funds: Unless otherwise agreed by the Foundation, up to twenty percent (20%) of funds may be released in advance after all conditions on the release of funds are satisfied. Funds may be released in additional advances of up to twenty percent (20%) of the grant amount upon receipt of evidence satisfactory to the Foundation that funds previously released have been properly expended and accounted for. Funds may instead be released on a reimbursement basis, in which case payments may be made in an amount equal to or up to eighty percent (80%) of the grant amount upon receipt of evidence satisfactory to the Foundation that funds have been properly expended and accounted for. Unless otherwise approved by the President of the Foundation, a sum equal to twenty percent (20%) of the total amount of the grant will be retained by the Foundation until the Grantee completes its obligations under this grant, including submission of a satisfactory final report on the project funded. This final twenty percent (20%) retained by the Foundation shall be paid to the Grantee on a reimbursement basis. If the grant is conditional or contingent, all conditions and contingencies must be met before any payment will be made. Sales and use taxes for which the Grantee will be reimbursed from the NC Department of Revenue are not eligible Golden LEAF expenses. Each request for payment shall be in writing and shall certify that the Grantee has performed in accordance with the terms and provisions of its Grantee Acknowledgment and Agreement, and that such Grantee is entitled under the terms of such Agreement to receive the amount so requested. Each request should be made to Mr. Dan Gerlach, President, The Golden LEAF Foundation, 301 N. Winstead Avenue, Rocky Mount, NC 27804. Payment should not be requested until the Grantee has need for actual expenditures of the funds. The Grantee should request payment at least thirty (30) days prior to its desired payment date.

13. Reporting: The Grantee agrees to submit a Progress Report to the Foundation biannually, to be received by the Foundation six months from the date of award and every six months thereafter. The Grantee agrees to submit a final Progress Report for receipt by the Foundation within sixty (60) days after the completion of all obligations for the project funded or the end date, whichever comes first. Report forms may be found on the Foundation's website, www.goldenleaf.org. The Grantee will furnish additional or further reports if so requested by the Foundation on forms prescribed by the Foundation.
14. Records: The Grantee agrees to maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data for the project funded in such a manner so as to identify and document clearly the activities and outcomes of the project funded and the expenditure of Foundation funds. Financial records regarding the Foundation's grant shall be kept separate from accounts for other awards, monetary contributions, or other revenue sources for the project funded. The Grantee agrees to retain all financial and programmatic records, supporting documents, and all other pertinent records related to the project funded for a period of five (5) years from the end of the grant funding period. In the event such records are audited, all project records shall be retained beyond such five-year period until all audit findings have been resolved. The Grantee shall provide to the Foundation copies of all financial and other records requested by the Foundation and shall make available to the Foundation, or the Foundation's designated representative, all of the Grantee's records that relate to the project funded, and shall allow the Foundation or the Foundation's representative to audit, examine and copy any data, documents, proceedings, records and notes of activity relating to the project. Access to these records shall be allowed upon request at any time during normal business hours and as often as the Foundation or its representative may deem necessary. The Grantee may be subject to audit by the State Auditor.
15. This Section 15 is applicable if the following blank is marked: _____ Staff Initials & date: _____

Intellectual property/New Developments: In consideration of its receipt of funds granted by the Foundation, the Grantee agrees that during the course of the project funded by the grant, the Grantee, and any recipient of grant funds, will promptly disclose to the Foundation any improvements, inventions, developments, discoveries, innovations, systems, techniques, ideas, processes, programs, and other things, whether patentable or unpatentable, that result from any work performed by or for the Grantee in connection with the project funded, or by individuals whose work is funded by the grant (the "New Developments"). If the Grantee provides to the Foundation a copy of any Invention Disclosure Reports it receives from Grantee employees that report making inventions under this Agreement, then the Grantee will be deemed to have satisfied the disclosure requirement in the preceding sentence.

The Grantee agrees that it, and any recipient of grant funds, shall take all reasonably appropriate actions to assure that the New Developments shall be and remain the sole and exclusive property of the Grantee. In the event that the interests of the public would be served by commercialization of the New Developments, the Grantee agrees to use its best reasonable efforts to pursue the commercialization of any such New Developments in a manner that will serve the interests of the public, including but not limited to the transfer, assignment or licensing of such New Developments; provided, however, that the Grantee, and any recipient of grant funds, shall not transfer, assign or license such New Developments in part or in whole without first having obtained the written consent of the Foundation.

Any revenue generated as a result of transferring, assigning, or licensing New Developments will be managed by the Grantee in accordance with its published patent, copyright and technology transfer procedures, if any, and in the absence of such procedures such revenue will be managed by the Grantee in accordance with procedures approved by the Foundation. Such procedures typically will prioritize the distribution of revenues to insure that the Grantee first honors its obligation to its inventors and then to cover its own out-of-pocket expenses as necessary to protect its intellectual property.

The Grantee and Foundation further agree that should there be any revenue generated greater than that necessary to meet the obligations of the preceding paragraph (“Net Revenue”), the Net Revenue shall be managed by the Grantee as follows:

- a) 15% of the Net Revenue will be retained by the Grantee as a fee for the management and distribution of funds as required under this Agreement.
- b) 30% of the remaining Net Revenue will be paid to the Foundation.
- c) 70% of the remaining Net Revenue will be retained by the Grantee and used in accordance with the procedures referenced in the preceding paragraph above.

The Grantee's obligations pursuant to this Section will continue beyond the expiration of the funding period.

- 16. Independent entity: The Grantee acknowledges and agrees that the Grantee is an entity independent from the Foundation, is not an agent of the Foundation, and is not authorized to bind the Foundation to any agreement of payment for goods or services. The Grantee is responsible for payment of all its expenses, including rent, office expenses and all forms of compensation to employees. It shall provide workers compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment compensation, social security, income taxes and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees. All expenses incurred by the Grantee are the sole responsibility of the Grantee, and the Foundation shall not be liable for the payment of any obligations incurred in the performance of the project funded.
- 17. Non-discrimination: The Grantee shall not discriminate by reason of age, race, ethnicity, religion, color, sex, national origin, or handicap related to the activities of a project funded by the Foundation.
- 18. Publicity: All publicity and printed materials regarding projects or activities supported in whole or in part by this grant should contain the following language: **“This project received support from The Golden LEAF Foundation.”** The Golden LEAF logo is to be displayed in all of the Grantee’s publicity and printed materials relating to this grant. Please contact Jenny Tinklepaugh (jtinklepaugh@goldenleaf.org) for digital versions of the logo.
- 19. Authority to execute: The individual signing below certifies his or her authority to execute this Agreement on behalf of the Grantee. By executing this Agreement, the Grantee, to induce the Foundation to make this grant, makes each of the representations set forth hereinabove and certifies that each of such representations is true, accurate and complete as of the date hereof.

IN WITNESS WHEREOF, the Grantee has executed this Agreement this ___ day of _____, 20__.

Name of Grantee Organization (print): _____

Signature: _____

Name of Person Signing (print): _____

Title of Person Signing (print): _____

Date: _____

The Golden LEAF Foundation

GRANTEE ACKNOWLEDGMENT AND AGREEMENT

1. Grantee: City of Greenville
2. Project File Number & Title: FY2015-057 / Project Revere
3. Purpose of Grant: The purpose of this grant is to provide funding to the City of Greenville to purchase equipment that it will lease to Genome ID Group, LLC, which is headquartered in Greenville, and does business as The Center for Advanced Forensic DNA Analysis (CAFDA). CAFDA provides advanced forensic DNA technologies and expert consulting services to forensic laboratories, law enforcement, attorneys, and government agencies. It is also completing validation of its proprietary DNA technology that will allow it to interpret mixed DNA samples, which comprise up to 50% of all DNA samples and cannot be interpreted using current analysis techniques. CAFDA has secured a contract to analyze cases for the Tennessee Bureau of Investigation, and is pursuing other large multi-year contracts. Rising demand for CAFDA's services will outstrip the capacity of its existing laboratory equipment and staff. It plans to add 138 new full time positions by the end of 2018. These new jobs will pay an average salary of \$60,697/year, plus benefits. Greenville will purchase laboratory equipment that it will lease to CAFDA to facilitate this expansion. The equipment will be leased at a rate that will require CAFDA to repay the value of the equipment, plus interest, over five years. Proceeds of the leases would be placed in a new Site Ready Program account and loaned to businesses and individuals to help prepare sites and buildings for sale to promote economic development in the City.
4. Amount of Grant: \$539,444.67
5. Award Date: 12/4/2014 Start Date: _____
6. Special Terms and Conditions Applicable to Grant:
 - a) The term of the grant is 12 months, commencing on the Start Date proposed by the Grantee and accepted by Golden LEAF or, if Grantee does not propose a Start Date, commencing on the Award Date. All project-related expenses must be incurred during the term of the grant.
 - b) Funds are to be used for permissible public purposes associated with acquiring equipment that will be leased to Genome ID Group, LLC or its successors in interest (the "Company") at fair market value.
 - c) Release of funds is contingent on Golden LEAF's approval of the terms of the lease(s) for the equipment.
 - d) Release of funds is contingent on the Grantee and the Company demonstrating to the satisfaction of Golden LEAF that the Company has secured sufficient capital to implement the proposed business model, including the job creation and merger, comparable to that outlined in the proposal and supplemental information submitted to Golden LEAF.
 - e) Funds are contingent on the Company agreeing to create 138 new full-time jobs at its Greenville, NC facilities no later than December 31, 2018, with an average annual wage of no less than \$60,697, plus benefits, which at a minimum must include one half of the costs of employee-only health insurance. The Golden LEAF President may approve minor variations of this requirement.
 - f) Release of funds is contingent on the Company agreeing to allow the Grantee and Golden LEAF to verify the Company's job creation figures and wage rates and employee benefits by reviewing NCUI-101 forms submitted and through other means satisfactory to Golden LEAF.
 - g) The grant is contingent on the Grantee entering an agreement with the Company satisfactory to Golden LEAF providing appropriate consequences for the Company's failure to meet job creation commitments and limiting the ability of the Company to transfer the equipment purchased with

Golden LEAF funds out of its Greenville, North Carolina facilities prior to completing obligations under the terms of the grant.

- h) Any funds that the Grantee receives from the Company because of the Company's failure to satisfy its job creation obligations must be paid to Golden LEAF, plus a pro rata share of the amount of the grant for each job not created; provided, however, that the Grantee shall not be required to repay Golden LEAF an amount in excess of payments received from the Company under the lease agreement(s).
- i) Grantee agrees that the proceeds from the lease(s) will be held in a special reserve account restricted to use for future economic development activities that meet charitable, educational, scientific or tax-exempt public purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code. Permissible purposes include establishing a loan fund to support a "Site Ready" program consistent with that described in the Grantee's application, provided that Golden LEAF has approved the loan fund policies and procedures, and the loan program satisfies the other requirements of this section. Proceeds from the lease may not be paid or otherwise transferred to the Company, its affiliates, or principals, or used to further support this project without prior agreement by Golden LEAF. Grantee agrees to provide Golden LEAF detailed information regarding the balance of the reserve account and the use of funds in the reserve account upon request.

7. Standard conditions on the release of grant funds:

- a) Release of grant funds is contingent on Grantee attending a Golden LEAF grants management workshop or satisfactory consultation with Golden LEAF staff to gain training in management of Golden LEAF grants and reporting requirements.
- b) For non-governmental grantees, release of funds is contingent on Grantee providing the Foundation with a copy of the Grantee's policy regarding conflicts of interest with evidence that the policy has been adopted by the Grantee's board of directors.
- c) Release of funds is contingent on Grantee returning a fully executed original of this Grantee Acknowledgment and Agreement no later than three months after the Award Date set forth in Section 5, above, unless the Foundation agrees to extend the deadline for its submission.
- d) Prior to the release of funds, Grantee must submit for approval by Golden LEAF a project management plan and project budget. Unless otherwise approved, the project management plan and budget must be submitted on Golden LEAF forms. The project management plan will identify key activities and milestones that are critical to successful implementation of the grant, persons responsible for implementing identified tasks, deadlines for each activity and milestone, and an overall project time line. It will also include an evaluation plan. In projects that involve job creation, workforce training and other work where outcomes are expected to be achieved after the grant term has ended, the project management plan may require the Grantee to report results and accomplishments to Golden LEAF for a period of at least 3 years beyond the grant term.
- e) If the Grantee fails to comply with its obligations under this Agreement, no further grant funds will be released unless such noncompliance is resolved to the satisfaction of Golden LEAF.

8. Confirmation of Eligibility/Permissible use of Funds: The Grantee confirms: (1) that the Internal Revenue Service has determined that the Grantee is an organization described in Section 501(c) (3) of the Internal Revenue Code of 1986, as amended, and that such determination has not been revoked, or (2) that the Grantee is a federal, state or local governmental unit. Grantee agrees to notify the Foundation promptly if the Grantee's tax-exempt status is revoked or modified in any way. It agrees that it will use the funds from this grant only for charitable, educational, or scientific purposes within the meaning of Section 501(c)(3) of the Code, and that it will not use the funds from this grant in any way that would result in or give rise to private inurement or impermissible private benefit. The Grantee agrees that no funds from this grant will be used to carry on propaganda or otherwise to attempt to influence legislation, to influence the outcome of any public election, or to carry on directly or indirectly any voter registration drive. The Grantee agrees that it will not use any of these grant funds to make any expenditure or grant that does not comply with the requirements of Section 4945(d)(3) or (4) of the Code or to undertake any activity for any purpose other than one specified in Section 170(c)(1) or

Section 170(c)(2)(B) of the Code. Unless otherwise agreed by the Foundation in writing, no portion of the Grantee's rights or obligations under this Agreement may be transferred or assigned to any other entity.

9. Compliance with laws/liens: The Grantee is in material compliance with all federal, state, county, and local laws, regulations, and orders that are applicable to the Grantee, and the Grantee has timely filed with the proper governmental authorities all statements and reports required by the laws, regulations, and orders to which the Grantee is subject. There is no litigation, claim, action, suit, proceeding or governmental investigation pending against the Grantee, and there is no pending or (to the Grantee's knowledge) threatened litigation, claim, action, suit, proceeding or governmental investigation against the Grantee that could reasonably be expected to have a material adverse effect upon the Grantee's ability to carry out this grant in accordance with its terms. The Grantee has timely paid all judgments, claims, and federal, state, and local taxes payable by the Grantee the non-payment of which might result in a lien on any of the Grantee's assets or might otherwise adversely affect the Grantee's ability to carry out this grant in accordance with its terms.
10. Project and budget modification: The Grantee agrees to immediately notify the Foundation of anything that may materially affect the Grantee's ability to perform the project funded. **If the Grantee proposes to modify the budget, the objectives, or any other feature of the project funded, the Grantee shall not encumber or expend any funds from this grant for such purposes unless and until the Foundation has approved such proposed modifications in writing.** Moreover, no further payments shall be made to the Grantee in connection with the project funded unless and until the Foundation has approved such proposed modifications in writing.
11. Use of grant funds/rescission and termination of grants: The Grantee accepts and will retain full control of the disposition of funds awarded to the Grantee by the Foundation under this grant, and accepts and will retain full responsibility for compliance with the terms and conditions of the grant. Grant funds shall be utilized exclusively for the purposes set forth above. If the Grantee breaches any of the covenants or agreements contained in this Agreement, uses grant funds for purposes other than those set out above, or any of the representations and warranties made by the Grantee are untrue as to a material fact, the Grantee agrees to repay to the Foundation the full amount of this grant. Any condition, purpose, term or provision in the Foundation's resolution approving funding or in this Agreement shall take precedence over any conflicting provision in the Grantee's application.

The Grantee acknowledges receipt of the following policy regarding termination and rescission of grants, which is intended to supplement but not replace or limit the rights and remedies of the Foundation set forth elsewhere in this Agreement. The Grantee acknowledges that the Foundation may, from time to time, amend its policy regarding termination and rescission of grants, and the Grantee acknowledges that the Grantee will be subject to the policy as amended.

Policy Regarding Rescission and Termination of Grants. Rescission of a grant revokes the grant award. When funds have been disbursed to a Grantee by the Foundation and a grant is rescinded, the Grantee may be liable for repayment to the Foundation for an amount up to the total of grant funds received by the Grantee. Termination of a grant ends the grant on a going-forward basis, and the Grantee is responsible for repayment to the Foundation of only that portion of the grant funds that has been disbursed but not expended by the Grantee in accordance with the terms of the grant.

A grant may be rescinded or terminated at any time in the discretion of the Foundation for the Grantee's failure to comply with its obligations under this Agreement or if any of the Grantee's representations and warranties in this Agreement are or become untrue as to a material fact. Reasons for rescission or termination of a grant include but are not limited to the following:

- a. The Grantee has not signed and delivered to the Foundation the Grantee Acknowledgment and Agreement within three (3) months of the Award Date set out in Section 5, above.

- b. The Grantee has failed to complete the project within the grant term established by this Agreement or any extensions thereof.
- c. The Grantee's tax-exempt status has been modified or revoked.
- d. The Grantee is unable, or has failed or refused, to comply with a material term or condition of the grant.
- e. The Grantee has experienced a change in circumstances that is likely to have a material adverse effect upon the Grantee's ability to accomplish fully the purposes of the grant (e.g., loss of collateral funding, loss of key personnel, etc.).
- f. The Grantee has failed or refused to submit a report, statement, accounting or return required by this Agreement or applicable law.
- g. The Grantee has materially modified its budget for the project, and such material modification has not been approved by the Foundation.
- h. The Grantee commits a material violation of the Internal Revenue Code, or uses grant funds for some purpose not permitted by the Internal Revenue Code or for some purpose not contemplated by the grant.
- i. The Grantee breaches any of the covenants or agreements contained in this Grantee Acknowledgment and Agreement.
- j. The Grantee requests that the grant be rescinded or terminated.

It is anticipated that a grant will be rescinded in situations in which no grant funds have been disbursed. Where grant funds have been disbursed, it is anticipated that a grant will be rescinded in the case of more serious violations (including, without limitation, use of grant funds for some purpose not contemplated by the grant or in violation of the Internal Revenue Code, or upon other affirmative misconduct of the Grantee), and that termination of a grant will occur in the case of the less serious instances of non-compliance or where the circumstance giving rise to termination is not the result of misconduct of the Grantee.

If the Board of Directors of the Foundation determines that a grant should be rescinded or terminated, the Foundation will notify the Grantee of that decision. The Foundation may choose to notify the Grantee that the grant is subject to rescission or termination unless the Grantee remedies the noncompliance and establish deadlines or other limitations on the Grantee's opportunity to remedy the noncompliance. If the Foundation allows the Grantee the opportunity to correct the noncompliance, no further grant funds shall be advanced until the noncompliance is remedied.

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15. This Section 15 is applicable if the following blank is marked: _____ Staff Initials & date: _____

Intellectual property/New Developments: In consideration of its receipt of funds granted by the Foundation, the Grantee agrees that during the course of the project funded by the grant, the Grantee, and any recipient of grant funds, will promptly disclose to the Foundation any improvements, inventions, developments, discoveries, innovations, systems, techniques, ideas, processes, programs, and other things, whether patentable or unpatentable, that result from any work performed by or for the Grantee in connection with the project funded, or by individuals whose work is funded by the grant (the "New Developments"). If the Grantee provides to the Foundation a copy of any Invention Disclosure Reports it receives from Grantee employees that report making inventions under this Agreement, then the Grantee will be deemed to have satisfied the disclosure requirement in the preceding sentence.

The Grantee agrees that it, and any recipient of grant funds, shall take all reasonably appropriate actions to assure that the New Developments shall be and remain the sole and exclusive property of the Grantee. In the event that the interests of the public would be served by commercialization of the New Developments, the Grantee agrees to use its best reasonable efforts to pursue the commercialization of any such New Developments in a manner that will serve the interests of the public, including but not limited to the transfer, assignment or licensing of such New Developments; provided, however, that the Grantee, and any recipient of grant funds, shall not transfer, assign or license such New Developments in part or in whole without first having obtained the written consent of the Foundation.

Any revenue generated as a result of transferring, assigning, or licensing New Developments will be managed by the Grantee in accordance with its published patent, copyright and technology transfer procedures, if any, and in the absence of such procedures such revenue will be managed by the Grantee in accordance with procedures approved by the Foundation. Such procedures typically will prioritize the distribution of revenues to insure that the Grantee first honors its obligation to its inventors and then to cover its own out-of-pocket expenses as necessary to protect its intellectual property.

The Grantee and Foundation further agree that should there be any revenue generated greater than that necessary to meet the obligations of the preceding paragraph (“Net Revenue”), the Net Revenue shall be managed by the Grantee as follows:

- a) 15% of the Net Revenue will be retained by the Grantee as a fee for the management and distribution of funds as required under this Agreement.
- b) 30% of the remaining Net Revenue will be paid to the Foundation.
- c) 70% of the remaining Net Revenue will be retained by the Grantee and used in accordance with the procedures referenced in the preceding paragraph above.

The Grantee's obligations pursuant to this Section will continue beyond the expiration of the funding period.

- 16. Independent entity: The Grantee acknowledges and agrees that the Grantee is an entity independent from the Foundation, is not an agent of the Foundation, and is not authorized to bind the Foundation to any agreement of payment for goods or services. The Grantee is responsible for payment of all its expenses, including rent, office expenses and all forms of compensation to employees. It shall provide workers compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment compensation, social security, income taxes and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees. All expenses incurred by the Grantee are the sole responsibility of the Grantee, and the Foundation shall not be liable for the payment of any obligations incurred in the performance of the project funded.
- 17. Non-discrimination: The Grantee shall not discriminate by reason of age, race, ethnicity, religion, color, sex, national origin, or handicap related to the activities of a project funded by the Foundation.
- 18. Publicity: All publicity and printed materials regarding projects or activities supported in whole or in part by this grant should contain the following language: **“This project received support from The Golden LEAF Foundation.”** The Golden LEAF logo is to be displayed in all of the Grantee’s publicity and printed materials relating to this grant. Please contact Jenny Tinklepaugh (jtinklepaugh@goldenleaf.org) for digital versions of the logo.
- 19. Authority to execute: The individual signing below certifies his or her authority to execute this Agreement on behalf of the Grantee. By executing this Agreement, the Grantee, to induce the Foundation to make this grant, makes each of the representations set forth hereinabove and certifies that each of such representations is true, accurate and complete as of the date hereof.

IN WITNESS WHEREOF, the Grantee has executed this Agreement this ___ day of _____, 20__.

Name of Grantee Organization (print): _____

Signature: _____

Name of Person Signing (print): _____

Title of Person Signing (print): _____

Date: _____



(LONG-TERM ECONOMIC ADVANCEMENT FOUNDATION)

December 10, 2014

BOARD OF DIRECTORS

JOHNATHAN L. RHYNE, JR.
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LINCOLN, NC

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JEROME VICK
WILSON, NC

PRESIDENT
DAN GERLACH

Mr. Carl Rees
Project Director
City of Greenville
P.O. Box 7207
Greenville, North Carolina 27835-7207

Dear Mr. Rees:

A handwritten signature in black ink, appearing to read "Carl", is written over the name "Mr. Rees" in the address block.

I am pleased to inform you that the Board of Directors of the Golden LEAF Foundation has approved a grant for "Project Revere," in the amount of \$539,444.67. We trust that this support will further your work to the benefit of North Carolinians.

Enclosed are two copies of our Grantee Acknowledgement and Agreement, which includes details regarding administration of the grant, including the payment schedule and reporting requirements. Please read your grantee agreement carefully and take note of special conditions that may apply to your grant award.

We require that grantees become acquainted with Golden LEAF's policies governing grants by attending a grants management workshop. We will provide you the dates and locations of upcoming workshops in the near future.

Upon receipt of one original signed Grantee Acknowledgement and Agreement form, documentation that any requisite conditions have been met, and a written request for payment, we will make the first disbursement of funds in connection with your project. As outlined in the Grantee Acknowledgement and Agreement, subsequent payments will be forwarded upon the receipt of the required reports. Reporting forms can be accessed at our website, www.goldenleaf.org, or by contacting us at 888-684-8404 or at programs@goldenleaf.org.

All publicity and printed materials regarding projects or activities funded in whole or in part by this grant should contain the following language: **"This project received support from the Golden LEAF Foundation."** The Golden LEAF logo is to be displayed in all of the publicity and printed materials relating to this grant. Please contact Jenny Tinklepaugh (jtinklepaugh@goldenleaf.org) for digital versions of the logo.

Item # 15

Mr. Carl Rees
December 10, 2014
Page 2

Please let me or any member of our programs staff know if you have any questions regarding your grant, its conditions, or reporting requirements. We stand ready to be of assistance to you at any time. Once again, on behalf of the Board, congratulations on your grant award. We look forward to learning about your accomplishments.

Sincerely,

A handwritten signature in black ink, appearing to read "Dan Gerlach", with a long, sweeping horizontal line extending to the right.

Dan Gerlach
President

DG:bs

Enclosures: as stated



City of Greenville, North Carolina

Meeting Date: 1/12/2015
Time: 6:00 PM

Title of Item: Consideration of sole-source equipment purchase in support of Project Revere

Explanation: **Abstract:** The Golden Leaf Foundation awarded grant funds to the City to purchase laboratory equipment, which will be leased to a local company in support of Project Revere. Some of the equipment required for Project Revere is highly specialized. The purchase of the six attached items, at a total quoted cost of \$432,765.60, via sole source is to ensure that this equipment meets the needs of Project Revere, as stipulated in attached sole source justification documents.

Explanation: The City of Greenville was awarded a total of \$539,444.67 by the Golden Leaf Foundation to purchase laboratory equipment that will be leased to support Project Revere, at a facility which is located within Greenville's city limits. The leased equipment will enable the facility to expand operations over the next five years, creating new jobs and enhancing the City's tax base. The company has committed to creating at least 138 new full-time jobs at its Project Revere facility by the end of 2018.

The facility has been in operation for a year. Based on operational experiences and industry expertise, the company has determined that some of the specialized equipment to be leased under this program is only suitably provided by one vendor. For that equipment, the Office of Economic Development is proposing that the City award sole source contracts with the vendors that provide that specialized equipment, as this equipment cannot be competitively provided by another alternative vendor. The sole source equipment requested herein includes six items:

1. 3500 Genetic Analyzer (x 1): \$113,300.00 (Life Tech)
2. 7500 Real Time PCR System (x 1): \$31,875.00 (Life Tech)
3. GeneAMP PCR System 9700 (x 2): \$14,232.00 (Life Tech)
4. HID EVOLution Extraction system (x 1): \$246,835.36 (Tecan Inc.)

5. CX41 Olympus microscopy system (x 4): \$16,567.20 (Olympus America)
6. Crime-Lite 82S Light sources (x 2): \$9,956.04 (Foster+Freeman)

Note: Several of the above equipment items come with installed software, which are included in the cost; Life Tech provided an additional sole source letter specific to the software needed to run the 7500 Real Time PCR System, at their discretion.

The purchase of the above listed items via sole source is to ensure that all equipment is appropriate to the needs of Project Revere and thus will support successful implementation of the Golden Leaf Grant. If the City Council approves this request, it is recommended that the contract award to purchase this equipment be contingent upon the lease and contract being approved by the Golden Leaf Foundation and executed by the company. In the event that the lease contract is not formally accepted by all parties, the contract award for this sole source equipment would be null and void.

Fiscal Note:

The above listed sole source equipment items will cost \$432,765.60. Budget ordinance amendments are being completed by the Financial Services Department that will allow for purchase of equipment and subsequent reimbursement by the Golden Leaf Foundation.

Recommendation:

Staff recommends that the City Council award sole source contracts to vendors described herein, contingent upon the equipment lease terms and contract being approved by the Golden Leaf Foundation and the terms of that lease and contract being executed by the company in pursuance of Project Revere.

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

Attachments / click to download

 [Sole Source Justification Forms and Letters](#)

CITY OF GREENVILLE OFFICE OF ECONOMIC DEVELOPMENT SOLE SOURCE JUSTIFICATION FORM

Date:	12/23/2014	Requisition No.:	
Dept/Div Name:	OED	Contact Name/Phone:	Carl Rees, 329-4510

Vendor Name:	Life Technologies
Address:	3175 Staley Road
City/State/Zip:	Grand Island, NY 14072
Contact Person:	
Phone/Fax:	800-955-6288

TYPE OF SOLE SOURCE (Check One)

<input checked="" type="checkbox"/>	One-Time: applies to a single requisition and purchase order for the current fiscal year Requisition Amount: \$113,300.00
<input type="checkbox"/>	On-Going: Applies to multiple purchases to be made for one calendar year from date Sole Source approved. Estimated Annual Expenditures for One year: \$ _____

DESCRIPTION OF ITEM/SERVICE:	Applied Biosystems 3500 Genetic Analyzer; quantity = 1 (see attached Differentiating Features explanation).
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SOLE SOURCE JUSTIFICATION

(Check All Entries That Apply)

Pursuant to N.C.G.S. 143-129(e)(6), the sole-source exception provides that the formal bidding requirements do not apply when:

- (1) Performance or price competition for a product are not available; (2) A needed product is available from only one source of supply; or
(3) Standardization or compatibility is the overriding consideration in the purchase. In making this request, the requestor confirms that all sources of supply have been thoroughly researched and proper documentation has been provided to support the requested use of this exception to the competitive bidding law.

<input type="checkbox"/>	Vendor is the original equipment manufacturer; there are no regional distributors. Verification from manufacturer is attached.
<input checked="" type="checkbox"/>	The parts/equipment are not interchangeable with similar parts of another manufacturer. Verification from manufacturer is attached.
<input checked="" type="checkbox"/>	This is the only equipment that meets the specialized needs of the department and performs the intended function. Detailed justification is attached.
<input type="checkbox"/>	Vendor is the sole distributor that is restricted by the manufacturer to our territory. Verification from manufacturer is attached.
<input type="checkbox"/>	This product brand, make, and model is necessary to maintain operational continuity. Detailed justification is attached.
<input type="checkbox"/>	Standardized/Approved Brand. Approved by City Council on ____/____/____. (Date)

REQUESTING DEPARTMENT RECOMMENDATION

Per North Carolina General Statutes 143-129(e)(6), any purchases made under this statute must be approved by the governing board, therefore, any application or use of this exception will require the requesting department to receive City Council approval of this request.

Therefore, I recommend that the competitive quoting/bidding process be waived and that the goods/services be purchased as a sole source.

 Dept. Head Signature (or authorized designee)	12/23/14 Date:
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Applied Biosystems® 3500 Genetic Analyzer Differentiating Features for Human Identification



1. The Applied Biosystems® 3500 Genetic Analyzer is an 8-capillary, fluorescence-based capillary electrophoresis system used for genetic analysis. The 3500 Genetic Analyzer can process multiple runs with up to 8 samples per run. The system is fully automated from polymer loading and replacement, DNA separation, detection, and data analysis to generate base-called or size-called results.
2. The Applied Biosystems® 3500 Genetic Analyzer systems are supplied as follows:
 - A capillary electrophoresis instrument
 - DNA sequencing, fragment analysis, and/or human identification reagents and consumables for system qualification
 - Integrated software for instrument control, data collection, quality control, and auto-analysis of data
 - Dell Computer Workstation with a flat-screen monitor
3. The 3500 instrument uses less lab bench space with a width of 61 cm (closed door) and 122 cm (open door), depth of 61 cm, and height of 72 cm.
4. The 3500 Genetic Analyzer is designed for use with 8-tube standard and fast strips as well as 96-well standard and fast strips. Samples are automatically injected directly from the 96-well microtiter plates or 8-strip tubes. The 3500 was validated by Applied Biosystems for human identification (HID) applications using 96-well plates.
5. The 3500 Genetic Analyzer is built with a single-line, solid-state, long-life 505 nm laser that utilizes a standard power supply and requires no heat removal ducting.
6. The 3500 Genetic Analyzer thermal systems are specifically designed to improve temperature control and can maintain temperatures from 18 to 70 degrees C.
7. The 3500 Genetic Analyzer enables significantly improved signal uniformity from instrument-to-instrument, run-to-run, and capillary-to-capillary through the use of instrument normalization schemes.
8. The 3500 Genetic Analyzer instrument is designed with pre-packaged, single-use consumables as shown below:
 - Performance Optimized Polymers (POP-4™, POP-6™, POP-7™ polymers) available in ready-to-use, load-and-run, pouch format. Pouches available in two sizes: 384 samples and 960 samples.
 - Conditioning Reagent Consumables available in ready-to-use, load-and-run, pouch format. Contains enough reagents for a single use only.
 - Cathode Buffer Container available as a pre-filled container with 1X buffer with two separate compartments; the left side with cathode buffer for electrophoresis, and the right side with spent polymer waste from capillary wash between injections.
 - Anode Buffer Container available as a pre-filled container with 1X buffer, with a primary chamber containing buffer and a secondary overflow chamber.



9. Each of the 3500 Genetic Analyzer primary consumables are designed with a Radio Frequency Identification (RFID) tag integrated into the label. These labels allow tracking and reporting of the consumable usage, lot and part numbers, expiration dates, and on-instrument lifetime through the instrument operation software.
10. The instrument is designed to work with a Dell® Workstation running a Windows Vista® operating system SP1 or higher for instrument operation and data analysis—specifically, a powerful computing platform necessary for receiving data from the instrument at a high rate.
11. The 3500 Genetic Analyzer system software is designed with a single software interface for instrument control to regulate the functions of the instrument, automatically perform primary analysis (i.e., basecalling and/or fragment sizing), and provide functionality to provide real-time data assessment as well as the ability to generate quality control reports.
12. The system software is designed with the ability to perform chemistry checks to verify that the system meets the sequencing read length specifications, conforms to fragment analysis or HID sizing precision, sizing range, and peak height specifications.
13. The system software is designed with wizards for easy instrument maintenance operations, automatic notifications, and tracking of performed tasks, as well as calendar functionality for scheduling tasks.
14. The system software includes features to support security, audit trail, and electronic signature features that assist with certain 21 CFR Part 11 or ISO 17025 requirements.
15. The 3500 Genetic Analyzer system files are generated in industry standard ABIF format, which must be viewed on a Windows® computing system. Sample files will be compatible with secondary analysis applications for post processing such as Sequencing Analysis v5.4, Variant Reporter® v1.1, GeneMapper® v4.1, SeqScape® v2.7, and GeneMapper® *ID-X* v1.2 software programs.
16. The 3500 Genetic Analyzer capillary arrays are designed for at least 160 injections.
17. The 3500 Genetic Analyzer is designed to detect and analyze six fluorescent dyes simultaneously for DNA fragment analysis.
18. The 3500 Genetic Analyzer is designed to support human identification applications using POP-4™ polymer and a 36 cm array.
19. The 3500 system was designed to enable the user to meet the following HID specifications:
 - For DNA sizing of fragments in the resolution range of 40 to 420 bp using POP-4™ polymer with the HID run module.
 - Sizing precision for a given allele size across all capillaries in the same injection, the system is designed to perform with a standard deviation of less than 0.15 bp. The HID installation standard is used to evaluate within run sizing precision.
 - Sizing precision for a given allele size across all capillaries for multiple injections is <1 bp.
 - The sample throughput is greater than or equal to 312 samples in 23 hours.
20. Using the DNA control standard provided with the 3500 Genetic Analyzer installation kit, the system is designed to enable the user to meet the following sequencing specifications for each run module as shown below.
Short read sequencing:



- With the Short Read Sequencing run module, the 3500 Genetic Analyzer can generate a sequence with a QV 20 CRL* of greater than 300 bp, with a sample throughput of greater than or equal to 368 samples in 23 hours.[†]

Rapid sequencing:

- With the Rapid Sequencing run module, the 3500 Genetic Analyzer can generate a sequence with a QV 20 CRL of greater than 500 bp, with a sample throughput of greater than or equal to 280 samples in 23 hours.

Fast sequencing:

- With the Fast Sequencing run module, the 3500 Genetic Analyzer can generate a sequence with a QV 20 CRL of greater than 700 bp, with a sample throughput of greater than or equal to 168 samples in 23 hours.

Standard sequencing:

- With the Standard sequencing run module, the 3500 Genetic Analyzer can generate a sequence a sequence with a QV 20 CRL of greater than 850 bp, with a sample throughput of greater than or equal to 88 samples in 23 hours.

* QV 20 CRL (Contiguous Read Length) is defined as the longest uninterrupted segment of bases with an average of QV \geq 20, calculated over a sliding window of 21 base pairs.

[†] Allows time for sample preparation, instrument maintenance, and warm-up.

21. Using the DNA control standard provided with the 3500 Genetic Analyzer installation kit, the system is designed to meet the following Fragment Analysis specifications for each run module as shown below:

DNA sizing for fragments in the resolution range 40 to 520 bp using POP-7™ polymer:

- With the Fragment Analysis POP-7™ polymer run module, for a given allele size across all capillaries in the same run, the system is designed to perform with a standard deviation of less than 0.15 bp. The sample throughput is greater than or equal to 280 samples in 23 hours.

DNA sizing for fragments in the resolution range 20 to 550 bp using POP-6™ polymer:

- With the Fragment Analysis POP-6™ polymer run module, for a given allele size across all capillaries in the same run, the system is designed to perform with a standard deviation of less than 0.15 bp. The sample throughput is greater than or equal to 112 samples in 23 hours.

DNA Sizing for large fragments in the resolution range from 40 to 700 bp using POP-7™ polymer:

- With the Long Fragment Analysis POP-7™ polymer run module, for a given allele size across all capillaries in the same run, the system is designed to perform with a standard deviation of
 - less than 0.15 bp up to 400 bases,
 - less than 0.30 bp from 401 to 600 bases, and
 - less than 0.45 bp from 601 to 1200 bases

The sample throughput is greater than or equal to 88 samples in 23 hours.

DNA sizing for SNaPshot® kit in the resolution range 40–120 bp using POP-7™ polymer:

- With the SNaPshot® kit run module, for a given allele size across all capillaries in the same run, the system is designed to perform with a standard deviation of less than 0.50 bp. The sample throughput is greater than or equal to 376 samples in 23 hours.

Multi-run sizing precision:

- Multi-run sizing is a measure of the precision of the 3500 Genetic Analyzer across multiple runs. With any of the fragment analysis run modules, the multi-run sizing precision is <1 bp in the fragment size range up to 400 bp.



22. The vendor is able to supply application-specific kits that are optimized for the instrument in the area of human identification, agriculture, molecular microbiology, and genetic disease research.
23. The purchase of the instrument will include:
- Reference E328890 for UL and cUL Approval
 - Basic system installation and operator training performed by an Applied Biosystems authorized service engineer
 - A one-year limited warranty on hardware parts and labor
 - Technical phone support
 - Support via the Internet
 - C-tick approval



This instrument has the following licensing statement information:

NOTICE TO PURCHASER:

For Research, Forensic or Paternity Use Only. Not intended for any animal or human therapeutic or diagnostic use.

This instrument is Authorized for use in DNA sequencing and fragments analysis only. This Authorization is included in the purchase price of the instrument and corresponds to the up-front fee component of a license under process claims of U.S. Patent Nos. 5,821,058 and 5,332,666 and under all process claims for DNA sequence and fragment analysis of U.S. patents now or hereafter owned or licensable by Applied Biosystems for which an Authorization is required, and under corresponding process claims in foreign counterparts of the foregoing for which an Authorization is required. The running royalty component of licenses may be purchased from Applied Biosystems or obtained by using Authorized reagents purchased from Authorized suppliers in accordance with the label rights accompanying such reagents. Purchase of this instrument does not itself convey to the purchaser a complete license or right to perform the above processes. This instrument is also licensed under U.S. Patent No. 5,171,534 and apparatus and system claims in foreign counterparts thereof. No rights are granted expressly, by implication, or by estoppel under composition claims or under other process or system claims owned licensable by Applied Biosystems. For more information regarding licenses, please contact the Director of Outlicensing at Applied Biosystems, 850 Lincoln Centre Drive, Foster City, California 94404, USA.

NOTICE TO PURCHASER

The purchase price of this Instrument includes a grant of a limited, non-transferable license under U.S. Patent No. 5,567,292 and method claims of its foreign counterparts, and under U.S. Patent No. 6,358,385 and element claims of its foreign counterparts, to use this particular instrument for electrophoresis methods employing fluorescence as a means of detection. No other licenses or rights are hereby conveyed either expressly, by implication, or estoppel including, but not limited to, any claims to a composition. This instrument incorporates technology subject to one or more patents licensed from Hitachi, Ltd. as well as patents and patented technology owned by or under control of Applied Biosystems.

During the development of products for forensic DNA analysis, Applied Biosystems performs developmental validation studies. However, it is the responsibility of customer to perform its own analysis and appropriate internal validation studies to ensure that the products and services it obtains from Applied Biosystems satisfy or will satisfy the applicable guidelines used by the forensic community and are fit for the customer's human identification applications.

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CITY OF GREENVILLE OFFICE OF ECONOMIC DEVELOPMENT SOLE SOURCE JUSTIFICATION FORM

Date:	12/23/2014	Requisition No.:	
Dept/Div Name:	OED	Contact Name/Phone:	Carl Rees, 329-4510

Vendor Name:	Life Technologies
Address:	3175 Staley Road
City/State/Zip:	Grand Island, NY 14072
Contact Person:	
Phone/Fax:	800-955-6288

TYPE OF SOLE SOURCE (Check One)

<input checked="" type="checkbox"/>	One-Time: applies to a single requisition and purchase order for the current fiscal year Requisition Amount: \$31,875.00
<input type="checkbox"/>	On-Going: Applies to multiple purchases to be made for one calendar year from date Sole Source approved. Estimated Annual Expenditures for One year: \$ _____

DESCRIPTION OF ITEM/SERVICE:

Applied Biosystems 7500 Real Time PCR System and associated software; quantity = 1 (see attached Sole Source Justification for the 7500 equipment and Differentiating Features and Benefits of the analysis software).

SOLE SOURCE JUSTIFICATION

(Check All Entries That Apply)

Pursuant to N.C.G.S. 143-129(e)(6), the sole-source exception provides that the formal bidding requirements do not apply when:

- (1) Performance or price competition for a product are not available; (2) A needed product is available from only one source of supply; or
(3) Standardization or compatibility is the overriding consideration in the purchase. In making this request, the requestor confirms that all sources of supply have been thoroughly researched and proper documentation has been provided to support the requested use of this exception to the competitive bidding law.

<input type="checkbox"/>	Vendor is the original equipment manufacturer; there are no regional distributors. Verification from manufacturer is attached.
<input checked="" type="checkbox"/>	The parts/equipment are not interchangeable with similar parts of another manufacturer. Verification from manufacturer is attached.
<input checked="" type="checkbox"/>	This is the only equipment that meets the specialized needs of the department and performs the intended function. Detailed justification is attached.
<input type="checkbox"/>	Vendor is the sole distributor that is restricted by the manufacturer to our territory. Verification from manufacturer is attached.
<input type="checkbox"/>	This product brand, make, and model is necessary to maintain operational continuity. Detailed justification is attached.
<input type="checkbox"/>	Standardized/Approved Brand. Approved by City Council on ____/____/____. (Date)

REQUESTING DEPARTMENT RECOMMENDATION

Per North Carolina General Statutes 143-129(e)(6), any purchases made under this statute must be approved by the governing board, therefore, any application or use of this exception will require the requesting department to receive City Council approval of this request.

Therefore, I recommend that the competitive quoting/bidding process be waived and that the goods/services be purchased as a sole source.

 Dept. Head Signature (or authorized designee)	 Date:
--	--

Applied Biosystems
Applied Biosystems 7500 Real Time PCR System
SOLE SOURCE JUSTIFICATION

1. The instrument must be an integrated system designed to perform both real-time PCR (polymerase chain reaction) and post-PCR (end-point) analysis. The instrument must be capable of analyzing 96 samples simultaneously in a 96-well plate format. The instrument must provide specialized application specific software that collects and analyzes the fluorescence data for the applications of absolute quantitation, relative quantitation, allelic discrimination/SNP (Single Nucleotide Polymorphism) detection and plus/minus assays that utilize internal positive controls. The relative quantitation software should incorporate the ability to simultaneously visualize and analyze up to ten 96-well plates of gene expression data.
2. The instrument must support two homogeneous reaction chemistries, the fluorogenic 5' nuclease assay using TaqMan[®] probes and the SYBR[®] Green I double stranded DNA binding dye chemistry.
3. The instrument must utilize a tungsten-halogen lamp, a cooled charge coupled device (CCD) camera, and an optical system which utilizes multiple filters sets to enable multiple wavelength detection. Instrument software should utilize a multicomponenting algorithm to provide precise deconvolution of multiple dye signals, to enable the simultaneous detection of multiple fluorophores with reduced crosstalk.
4. The five position filter wheel must have individual filters designed for use with a dedicated set of fluorescent dyes, which are available from the vendor as reporter dyes on fluorogenic probes.
5. A heated lid assembly must heat the top half of the sample plates and their sealing devices so that no refluxing occurs in the sample plates. The heated lid assembly must apply sufficient sealing force to the reaction plate to ensure effective sealing and minimize reaction mixture evaporation.
6. The instrument must have real-time quantitative PCR installation specifications which demonstrate the ability to distinguish between 5,000 and 10,000 template copies with a 99.7% confidence level.
7. The instrument must be supplied with automated oligonucleotide design software.
8. The instrument must have a footprint of less than 237 in² (1530 cms²) and must be supplied with an optional notebook computer to further reduce complete system footprint.
9. The instrument must be supplied with either a dedicated notebook or tower computer platform (Pentium[®] M Centrino or Pentium[®] IV or above) running the Windows[®] XP Operating System.
10. The instrument must be UL approved. The instrument must be manufactured in accordance with quality system requirements that comply with ISO 9001:2000 standards.
11. The instrument must be provided with a warranty for a period of one year from the date of installation (or fifteen months from the date of shipment). A factory trained service engineer must be available to perform installation and all repairs. Optional service contracts after warranty period must also be offered.
12. The vendor must be able to supply all the necessary consumables to perform real-time quantitative PCR and SNP genotyping, including PCR reagents designed for use with the fluorogenic 5' nuclease assay, PCR reagents designed for use with SYBR[®] Green I dye assay chemistry, fluorogenic probes, reaction plates and adhesive plate sealing covers. All PCR reagents should contain a passive internal reference dye to minimize well-to-well variability.
13. The vendor must provide comprehensive assay design and development guidelines for real-time quantitative PCR and SNP genotyping assays.

14. The instrument must be capable of providing a path to an optional, service-engineer-installed upgrade to a high speed thermal cycling block.
15. Automated instruments for PCR are covered by one or more of U.S. Patent Numbers 5,038,852, 5,333,675, 5,475,610, and 6,703, 236 B2 and corresponding claims in patents and patent applications outside the U.S.A. The instrument, whether integral or a base unit in combination with interchangeable blocks, must have rights under all applicable claims. The use of instruments for performing the PCR process is covered by U.S. Patent No. 5,656,493 and by automated method claims of patents and patent applications outside the U.S.A. that claim priority of U.S. application Serial No. 899,061. The instrument must carry rights for its use in PCR for research under these claims. The PCR process itself is covered by U.S. patent Nos. 4,683,202, 4,683,195 and 4,965,188 and corresponding patents and patents applications outside the U.S.A. The instrument must carry the up front fee component of a research license under these patents for automated PCR. The vendor must be willing to state in writing, at the time of purchase, that the instrument being offered will perform the PCR process and that the instrument carries rights under all of the above patents which are pertinent.
16. Instruments capable of real-time fluorescence detection for PCR are covered by US Patent Number 6,814,934 and corresponding patents outside the U.S.A. Such instruments must carry rights for research under these claims.
17. The vendor must be able to offer Telephone Technical Support and Field Applications/Sales/Service Support to help solve chemistry and instrumentation problems encountered with real-time quantitative PCR and SNP genotyping.

Revision 1/11/05.

Differentiating Features and Benefits of the Applied Biosystems HID Real-Time PCR Analysis Software v1.2 (P/N: A24664, A24665)

The HID Real-Time PCR Analysis software v1.2 integrates the 7500 Real-Time PCR system software and data analysis software into one convenient software package. It's also the only commercially available Real-Time PCR analysis software designed specifically for the Human Identification marketplace.

The software is an essential component of Applied Biosystems' Quantifiler[®] DNA sample quantitation and assessment solution, which includes the 7500 instrument, HID Real-Time PCR Analysis Software, and Quantifiler[®] Kits.

The software includes the following key features and benefits:

- Easy to navigate user interface and specially designed Quantifiler[®] assay templates dramatically streamline the DNA quantification workflow
- Human Identification (HID) specific quality flags and analysis summary allow users to quickly assess the DNA sample quality and identify samples that need further review
- Degradation Index, M:F Ratio and IPCCT flags guide users in downstream Applied Biosystems[®] PCR Amplification Kit selection
- Dilution Calculation and Applied Biosystems[®] Kit Reaction Setup Tools speed up STR analysis workflow
- Configurable reporting function allows users to select desired information to be added to the exportable or printable report
- Step-by-step wizard-based calibration instructions and automated calibration analysis simplify the calibration process and eliminate the need for time consuming manual calibration analysis
- Easy switch between HID Quantifiler[®] Assay and Custom Assay mode provides users maximum flexibility

For Research, Forensic or Paternity Use Only. Not for use in diagnostic procedures.

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CITY OF GREENVILLE OFFICE OF ECONOMIC DEVELOPMENT SOLE SOURCE JUSTIFICATION FORM

Date:	12/23/2014	Requisition No.:	
Dept/Div Name:	OED	Contact Name/Phone:	Carl Rees, 329-4510

Vendor Name:	Life Technologies
Address:	3175 Staley Road
City/State/Zip:	Grand Island, NY 14072
Contact Person:	
Phone/Fax:	800-955-6288

TYPE OF SOLE SOURCE (Check One)

<input checked="" type="checkbox"/>	One-Time: applies to a single requisition and purchase order for the current fiscal year Requisition Amount: \$14,232.00
<input type="checkbox"/>	On-Going: Applies to multiple purchases to be made for one calendar year from date Sole Source approved. Estimated Annual Expenditures for One year: \$ _____

DESCRIPTION OF ITEM/SERVICE:

Applied Biosystems GeneAmp PCR System 9700; quantity = 2 (see attached Differentiating Features explanation).

SOLE SOURCE JUSTIFICATION

(Check All Entries That Apply)

Pursuant to N.C.G.S. 143-129(e)(6), the sole-source exception provides that the formal bidding requirements do not apply when:

- (1) Performance or price competition for a product are not available; (2) A needed product is available from only one source of supply; or
(3) Standardization or compatibility is the overriding consideration in the purchase. In making this request, the requestor confirms that all sources of supply have been thoroughly researched and proper documentation has been provided to support the requested use of this exception to the competitive bidding law.

<input type="checkbox"/>	Vendor is the original equipment manufacturer; there are no regional distributors. Verification from manufacturer is attached.
<input checked="" type="checkbox"/>	The parts/equipment are not interchangeable with similar parts of another manufacturer. Verification from manufacturer is attached.
<input checked="" type="checkbox"/>	This is the only equipment that meets the specialized needs of the department and performs the intended function. Detailed justification is attached.
<input type="checkbox"/>	Vendor is the sole distributor that is restricted by the manufacturer to our territory. Verification from manufacturer is attached.
<input type="checkbox"/>	This product brand, make, and model is necessary to maintain operational continuity. Detailed justification is attached.
<input type="checkbox"/>	Standardized/Approved Brand. Approved by City Council on ____ / ____ / _____. (Date)

REQUESTING DEPARTMENT RECOMMENDATION

Per North Carolina General Statutes 143-129(e)(6), any purchases made under this statute must be approved by the governing board, therefore, any application or use of this exception will require the requesting department to receive City Council approval of this request.

Therefore, I recommend that the competitive quoting/bidding process be waived and that the goods/services be purchased as a sole source.

 Dept. Head Signature (or authorized designee)	Date: 12/23/14
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Applied Biosystems
GeneAmp® PCR System 9700

SOLE SOURCE JUSTIFICATION

1. The instrument must be specifically designed for controlling the times and temperatures required for the polymerase chain reaction (PCR) process for nucleic acid amplification. Automated instruments for PCR are covered by one or more of U.S. Patent Numbers 5,038,852, 5,333,675 and 5,475,610 and corresponding claims in patents and patent applications outside the U.S.A. The instrument must be licensed under these claims. The use of instruments for performing the PCR process is covered by U.S. Patent No. 5,656,493 and by automated method claims of patents and patent applications outside the U.S.A. that claim priority of U.S. application Serial No. 899,061. The instrument must carry rights for its use in PCR for research under these claims. The PCR process itself is covered by U.S. patent Nos. 4,683,202, 4,683,195 and 4,965,188 and corresponding patents and patents applications outside the U.S.A. **The instrument must carry the appropriate component of a research license under these patents for automated PCR.** The vendor must be willing to state in writing, at the time of purchase, that the instrument being offered will perform the PCR process and that the instrument carries the above patent rights.
2. The vendor must be able to offer PCR protocols, 800 Toll Free Technical Support and Field Sales/Service Support to help optimize PCR chemistry, as well as solve chemistry and instrumentation problems encountered with the PCR technique. Instrument must guarantee at least 100,000 fold amplification of the GeneAmp® PCR Reagent Kit DNA control template in 25 cycles using a two temperature protocol. The vendor must be willing to state in writing at the time of purchase that the instrument being offered will perform the polymerase chain reaction. Additionally, instrument must be validated within the forensic community for use with validated STR kits.
3. Must provide a warranty for two years from receipt of instrument. A factory trained service engineer must perform all repairs. Optional service contracts after warranty period must also be offered.
4. Must be a self-contained Peltier heating/cooling unit. The unit must be controlled by a high performance microprocessor.
5. Must be designed to accept user interchangeable sample blocks. The base module and the sample block modules must be available under separate part numbers. At least one of these interchangeable sample blocks must be capable of heating and cooling up to 96 samples at one time. A sample cover must heat the top half of the sample tubes and caps so that no refluxing occurs in the sample tubes. This will eliminate the need for oil overlays in the sample tubes. The sample cover must press down equally on all tubes so that they all seat correctly in the sample wells and eliminate the need for oil in the wells.
6. The system must be self-contained for heating and cooling and must have no external requirements for refrigeration. The temperature range must be between 4.0⁰C and 99.9⁰ C settable to 0.1⁰ C, times must be settable to 1 second.
7. The sample block must be manufactured from silver and engineered and controlled so that the Sample Temperature Uniformity across the sample block is +/-0.5⁰C, 30 seconds after the clock starts at 95⁰C.
8. When heating and cooling, the displayed sample temperature must show less than 0.5⁰ C overshoot for upramps and down ramps.
9. The displayed temperature must be the calculated sample temperature and it is this temperature which starts the Hold Segment clock. The display must be a 7 x 40 character backlit LCD display

which graphically shows the PCR method being programmed or run and as a safety feature will indicate when the sample block is above 50^o C.

10. In the event of a power failure the instrument must, after the resumption of power, record when and for how long the power failure lasted and then resume the PCR protocol, which was running prior to the failure. Furthermore, the instrument must provide user definable recovery parameters for either continuation of the protocol interrupted by the power outage, or to incubate the samples at a set temperature.
11. The instrument must have a safe memory for 100 PCR methods (a method must include Pre-PCR incubations, PCR cycling and Post-PCR incubations) with a method protection scheme controlled with a 1-4 digit PIN number. Run-time data and status messages stored in a History file should be reviewable on the display. Instrument diagnostic tests should be accessible to the user.
12. There must be up to three types of protocol segments for each method stored in the instrument memory: Pre-PCR, PCR and Post-PCR, each one of which can be modified to suit specific protocol requirements. Software must utilize a graphical interface with 5 soft-keys, a STOP key, 4 arrow keys and a full numeric keypad for direct program access. There must be a preprogrammed protocol of 1 Pre-PCR hold (95^oC for 5 min.), 3 temperature PCR (95^o C for 30 sec., 55^o C for 30 sec. and 72^o C for 30 sec. for 25 cycles) and 2 Post-PCR holds (72^o C for 5 min. and 4^o C for ever until manually stopped).
The instrument software must be capable of programming HOLDS (for Pre- and Post-PCR holds), time and temperature configurations in a PCR CYCLE set for PCR cycling with an INSERT function to allow further HOLDS and CYCLES within a given CYCLE set. An AUTO program must be available to increment and decrement setpoint times and/or temperatures by a fixed amount every cycle and variable upramp and downramp temperature rates must be available. Pauses within a method can be manually executed or programmed as part of a method; any pauses must be recorded as part of the History file.
The software must allow the user to view the current status of the PCR method which is running, when temperatures are ramping from one incubation setpoint to another the graphical user interface will show a "flashing" bar as the temperature increases or decreases. At the set incubation temperature the display will show the time remaining at the set point temperature. On completion of the PCR method, the software must display the time the method started and the total run time of the method. A method can be stored with either an alphanumeric User name or alphanumeric Method name. A CONFIG function must allow the user to set date and time as well as changing other set parameters.
13. Must have two RS485 ports for connecting to a printer or personal computer. There must be a PCMCIA card interface, which can be used for any future software upgrades, storage of methods, as well as network connection.
14. The vendor must be able to supply all the necessary disposables to perform PCR. These must be 0.2ml, thin-walled reaction tubes available as either separate tubes, tubes in rows of 8, or as a full 96-well plate, all of which require a capping device or as separate tubes with attached cap. Tubes must be available in a variety of colors. Trays and retainers must be available to hold the tubes and caps for placement in the instrument.
15. The instrument must be UL approved. The instrument must be manufactured to ISO 9001 standards and temperatures calibrated to standards traceable to NIST and the vendor must offer a suitable Temperature Verification Kit, which is also calibrated to standards traceable to NIST (National Institute for Standards and Technology, U.S.).
16. Instrument must ship with a start up kit of MicroAmp® Disposables plus a User's Manual and Quick Reference Guide.

Revision 6/00

CITY OF GREENVILLE OFFICE OF ECONOMIC DEVELOPMENT SOLE SOURCE JUSTIFICATION FORM

Date:	12/23/2014	Requisition No.:	
Dept/Div Name:	OED	Contact Name/Phone:	Carl Rees, 329-4510

Vendor Name:	Tecan Inc.
Address:	9401 Globe Center Drive, Suite 140
City/State/Zip:	Morrisville, NC 27560
Contact Person:	
Phone/Fax:	919-361-5200

TYPE OF SOLE SOURCE (Check One)

<input checked="" type="checkbox"/>	One-Time: applies to a single requisition and purchase order for the current fiscal year Requisition Amount: \$246,835.36
<input type="checkbox"/>	On-Going: Applies to multiple purchases to be made for one calendar year from date Sole Source approved. Estimated Annual Expenditures for One year: \$ _____

DESCRIPTION OF ITEM/SERVICE:

HID EVOLution Extraction solution; quantity = 1 (see attached Unique Features of the HID EVOLution Extraction solution appropriate for sole source justification).

SOLE SOURCE JUSTIFICATION (Check All Entries That Apply)

Pursuant to N.C.G.S. 143-129(e)(6), the sole-source exception provides that the formal bidding requirements do not apply when:

- (1) Performance or price competition for a product are not available; (2) A needed product is available from only one source of supply; or
(3) Standardization or compatibility is the overriding consideration in the purchase. In making this request, the requestor confirms that all sources of supply have been thoroughly researched and proper documentation has been provided to support the requested use of this exception to the competitive bidding law.

<input type="checkbox"/>	Vendor is the original equipment manufacturer; there are no regional distributors. Verification from manufacturer is attached.
<input checked="" type="checkbox"/>	The parts/equipment are not interchangeable with similar parts of another manufacturer. Verification from manufacturer is attached.
<input checked="" type="checkbox"/>	This is the only equipment that meets the specialized needs of the department and performs the intended function. Detailed justification is attached.
<input type="checkbox"/>	Vendor is the sole distributor that is restricted by the manufacturer to our territory. Verification from manufacturer is attached.
<input type="checkbox"/>	This product brand, make, and model is necessary to maintain operational continuity. Detailed justification is attached.
<input type="checkbox"/>	Standardized/Approved Brand. Approved by City Council on ____/____/____. (Date)

REQUESTING DEPARTMENT RECOMMENDATION

Per North Carolina General Statutes 143-129(e)(6), any purchases made under this statute must be approved by the governing board, therefore, any application or use of this exception will require the requesting department to receive City Council approval of this request.

Therefore, I recommend that the competitive quoting/bidding process be waived and that the goods/services be purchased as a sole source.

 Dept. Head Signature (or authorized designee)	Date: 12/23/14
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Unique Features of the HID EVOLution Extraction solution appropriate for sole source justification.

The following features are unique to the HID EVOLution Extraction system. For a comprehensive list of unique features of the Freedom EVO system irrespective of the specific application, please contact your Tecan representative.

The system has been verified for the intended use by the reagent manufacturer of Prepfil® DNA Extraction Kits, Applied Biosystems.

The system is able to perform preparation of DNA Extraction of forensic samples according to the Prepfil® kit from Applied Biosystems (Foster City, CA), beginning from the stage of clarified lysates.

Verified automated protocols (scripts) for using the Prepfil® kit that are supported by the customer support of the Prepfil® manufacturer (Applied Biosystems, Foster City, CA) are available.

The system has been developmentally validated according to SWGDAM guidelines for the extraction of forensic samples using Prepfil® kits from Applied Biosystems (Foster City, CA) .

Automated protocols for extraction of DNA using the Prepfil® kit are able to prepare 1 - 96 reactions in increments of one, with scaling of the consumption of reagents to match the chosen number of samples.

Automated protocols for DNA extraction using the Prepfil® kit are able to export sample data in the form of an electronic file suitable for import into the HID EVOLution qPCR-STR software suitable for automated preparation of Quantifiler® or Quantifiler Y® reactions using the HID EVOLution qPCR-STR software wizard.

The automated system must include an Application manual which details the preparation of the robotic worktable for the automation protocols for the Prepfil® DNA extraction kit, including location of reagent tubes, reservoirs of reagents, location of source lysates, location of empty tubes and microplates for reagents and labware. The Application Manual should also detail the execution of the automated protocol, and give the sources for all labwares and reagents.

Software.

Standard software provided must allow the user to choose to import sample identification information from a comma-separated value (csv) file

Standard software provided must allow the user to choose to identify samples by scanning barcoded tubes or plates.

Standard software provided must allow the user to choose process samples located in barcoded tubes or plates.

Standard software provided must allow the user to choose microfuge tubes or plates as the destination for isolated DNA extracts.

The developmentally validated solution must include a run-time software interface to guide the user through the selection of run parameters and the placement of labware, reagents and consumables on the system, thus insuring against omissions.

The developmentally validated solution must produce a PDF report of the run, including the sample IDs and if desired the lot number, product numbers, and expiration dates of the Prepfil® reagents used in the run.

Robotics

The instrument has sufficient space for up to 21 microplates to be simultaneously available on the worktable when configured for random tip-well access, or 28 microplates for column-wise access.

The pipetting tips have variable spread enabling them to access eight 1.5 mL microfuge tubes (9 to 38 mm) and immediately dispense to adjacent wells of SBS format microplates.

The volume aspirated or dispensed by each tip must be independently controlled.

Each pipetting tip must be able to individually access tube containing reaction mix, one at a time.

The instrument must be able to keep track of partially used tip boxes. When used as a component of automated systems, partially used tip boxes are not wasted.

The instrument must have the capacity to replace/replenish up to 3 used boxes of 96 x 1 milliliter disposable filter tips automatically within the automated protocols for DNA extraction

The instrument must be able to detect the level of liquids within a vessel with the options of detecting liquid, no liquid and being able to calculate the volume and determine if there is enough liquid. Error messages for these conditions to be handled by the user or automatically by the software. Each of the eight pipetting tips must be able to detect liquid independently.

The system must include an integrated automated barcode reader reading barcodes from both microfuge tubes in removable racks and microplates on removable carriers, in order to track transfers from tube to microplate.

Tubes being read by the barcode reader must remain within the worktable of the instrument, both to insure operator safety and to reduce exposure of tubes to potential contamination

Customer support

Users must be able to seek customer support from directly the manufacturer of the Prepfil® reagent kits, Applied Biosystems (Foster City, CA), regardless of the suspected nature of the problem.

Users must be able to seek customer support from directly the manufacturer of the automated system, Tecan (Männedorf, Switzerland) regardless of the suspected nature of the problem.

System Extensibility

The system should be sufficiently open as to allow the user to create additional robotic protocols for other liquid handling tasks should the users have additional needs in the future. The system software should be open as to allow the users to program additional liquid handling tasks without additional charges from the manufacturer, provided that the users consult the available manuals.

Unique Features of the HID EVolution qPCR/STR solution appropriate for sole source justification.

The following features are unique to the HID EVolution qPCR/STR system. For a comprehensive list of unique features of the Freedom EVO system irrespective of the specific application, please contact your Tecan representative.

The system has been verified for the intended use by the reagent manufacturer of Quantifiler® and QuantifilerY® DNA Quantification Kits, Applied Biosystems.

The system is able to perform preparation of qPCR reactions according to the Quantifiler® kit from Applied Biosystems (Foster City, CA)

Verified automated protocols (scripts) for preparation of qPCR reactions using the Quantifiler® kit that are supported by the customer support of the Quantifiler® manufacturer (Applied Biosystems, Foster City, CA) are available.

The system has been developmentally validated according to SWGDAM guidelines for the preparation of qPCR reactions using Quantifiler® kits from Applied Biosystems (Foster City, CA) .

The system is able to perform automated preparation of qPCR reactions according to the Quantifiler Y kit from Applied Biosystems (Foster City, CA)

Verified automated protocols (scripts) for the automated preparation of qPCR reactions using the Quantifiler Y kit that are supported by the customer support of the Quantifiler manufacturer (Applied Biosystems, Foster City, CA) are available.

The system has been developmentally validated according to SWGDAM guidelines for the automated preparation of qPCR reactions using Quantifiler Y kits from Applied Biosystems (Foster City, CA) .

Automated protocols for preparation of Quantifiler or Quantifiler Y are able to prepare 1 - 80 reactions in increments of one, with scaling of the consumption of reagents to match the chosen number of samples.

Automated protocols for preparation of Quantifiler or Quantifiler Y are able to prepare quantitation standards according to the protocols specified in the Quantifiler® and Quantifiler (Applied Biosystems (Foster City, CA) kit protocols.

Automated protocols for preparation of Quantifiler or Quantifiler Y are able to export sample data in the form of an electronic file suitable for import into the software for the Applied Biosystems 7500 real-time thermocycler.

The system has been verified for the intended use by the reagent manufacturer of The system has been verified for the intended use by the reagent manufacturer of Applied Biosystems AmpF ℓ STR $\text{\textcircled{R}}$ Identifiler $\text{\textcircled{R}}$ PCR Amplification Kit, and other Applied Biosystems AmpF ℓ STR $\text{\textcircled{R}}$ series PCR Amplification Kits, including AmpF ℓ STR $\text{\textcircled{R}}$ SGM Plus $\text{\textcircled{R}}$ PCR Amplification Kit, AmpF ℓ STR $\text{\textcircled{R}}$ SEfiler TM PCR Amplification Kit, AmpF ℓ STR $\text{\textcircled{R}}$ COfiler $\text{\textcircled{R}}$ PCR Amplification Kit, AmpF ℓ STR $\text{\textcircled{R}}$ Yfiler $\text{\textcircled{R}}$ PCR Amplification Kit, AmpF ℓ STR $\text{\textcircled{R}}$ Identifiler $\text{\textcircled{R}}$ PCR Amplification Kit, AmpF ℓ STR $\text{\textcircled{R}}$ MiniFiler TM PCR Amplification Kit, AmpF ℓ STR $\text{\textcircled{R}}$ Profiler Plus $\text{\textcircled{R}}$ PCR Amplification Kit.

(Note - below Identifiler has been used as an example. Substitute the kits you actually intend to use.)

The system is able to perform automated preparation of short terminal repeat (STR) reactions according to the Identifiler $\text{\textcircled{R}}$ kit from Applied Biosystems (Foster City, CA)

Verified automated protocols (scripts) for preparation of STR reactions using the Identifiler $\text{\textcircled{R}}$ kit that are supported by the customer support of the Identifiler $\text{\textcircled{R}}$ manufacturer (Applied Biosystems ,Foster City, CA) are provided with the system.

The system has been developmentally validated according to SWGDAM guidelines for the automated preparation of STR reactions using Identifiler $\text{\textcircled{R}}$ kits from Applied Biosystems (Foster City, CA) .

Automated protocols for preparation of Identifiler $\text{\textcircled{R}}$ are able to prepare 1 - 88 reactions in increments of one, with scaling of the consumption of reagents to match the chosen number of samples.

Automated protocols for preparation of Identifiler $\text{\textcircled{R}}$ are able to prepare controls and standards according to the protocol specified in the Identifiler $\text{\textcircled{R}}$ (Applied Biosystems (Foster City , CA) kit.

Automated protocols for preparation of Identifiler $\text{\textcircled{R}}$ are able to import sample concentration data in the form of an electronic file exported from the Applied Biosystems 7500 real-time thermocycler.

Software.

Standard software provided must allow the user to choose to import sample identification information from a comma-separated value (csv) file

Standard software provided must allow the user to choose to identify samples by scanning barcoded tubes or plates.

The developmentally validated solution must include a run-time software interface to guide the user through the selection of run parameters and the placement of labware, reagents and consumable on the system, thus insuring against omissions.

The developmentally validated solution must produce a PDF report of the run, including the sample IDs and if desired the lot number, product numbers, and expiration dates of the Quantifiler $\text{\textcircled{R}}$, Quantifiler $\text{\textcircled{R}}$ Y or Identifiler $\text{\textcircled{R}}$ reagents used in the run.

The developmentally validated solution must produce a PDF report of the run, including the sample IDs and if desired the lot number, product numbers, and expiration dates of the Quantifiler $\text{\textcircled{R}}$, Quantifiler $\text{\textcircled{R}}$ Y or Identifiler $\text{\textcircled{R}}$ reagents used in the run.

The software must be able to import files created by the SDS v.1.2.3 software of the Applied Biosystems (Foster City, CA) 7500 Real-Time thermocycler as the input source of sample DNA concentration, IPC and CT information.

The software must allow inspection of the imported sample concentration prior to commitment to further processing.

The software must allow the operator to individually select or deselect samples for further processing prior to commitment to complete automated processing.

The software must allow the operator to adjust the target amount of DNA in the STR reaction individually or for all samples globally prior to final commitment to automated processing.

Error handling

Robotics

The instrument has sufficient space for up to 21 microplates to be simultaneously available on the worktable when configured for random tip-well access, or 28 microplates for column-wise access.

The pipetting tips have variable spread enabling them to access four 1.5 mL microfuge tubes (9 to 38 mm) and immediately dispense to adjacent wells of SBS format microplates.

The volume aspirated or dispensed by each tip must be independently controlled.

Each pipetting tip must be able to individually access tube containing reaction mix, one at a time.

The instrument must be able to keep track of partially used tip boxes. When used as a component of automated systems, partially used tip boxes are not wasted.

The instrument must be able to detect the level of liquids within a vessel with the options of detecting liquid, no liquid and being able to calculate the volume and determine if there is enough liquid. Error messages for these conditions to be handled by the user or automatically by the software. Each of the four pipetting tips must be able to detect liquid independently.

The system must include an integrated automated barcode reader reading barcodes from both microfuge tubes in removable racks and microplates on removable carriers, in order to track transfers from tube to microplate.

Tubes being read by the barcode reader must remain within the worktable of the instrument, both to insure operator safety and to reduce exposure of tubes to potential contamination

Customer support

Users must be able to seek customer support from directly the manufacturer of the Quantifiler® and Identifier® reagent kits, Applied Biosystems (Foster City, CA), regardless of the suspected nature of the problem.

Users must be able to seek customer support from directly the manufacturer of the automated system, Tecan (Männedorf, Switzerland) regardless of the suspected nature of the problem.

For prospective customers who own a Genesis or Miniprep

Compatibility with existing robotic system and applications

The system is able to share microfuge tube and microplate carriers with our existing robotic system (Tecan Genesis 150).

The system has software tools for the conversion and use of existing robotic protocols (scripts) from the old robotic system on the new robotic system (ExportImport).

The system must be programmable for additional applications performed on existing systems including qPCR and STR reaction preparation.

CITY OF GREENVILLE OFFICE OF ECONOMIC DEVELOPMENT SOLE SOURCE JUSTIFICATION FORM

Date:	12/23/2014	Requisition No.:	
Dept/Div Name:	OED	Contact Name/Phone:	Carl Rees, 329-4510

Vendor Name:	Olympus America
Address:	
City/State/Zip:	Norfolk, VA
Contact Person:	Catherine Boyd
Phone/Fax:	757- 647-2274

TYPE OF SOLE SOURCE (Check One)

<input checked="" type="checkbox"/>	One-Time: applies to a single requisition and purchase order for the current fiscal year Requisition Amount: \$16,567.20
<input type="checkbox"/>	On-Going: Applies to multiple purchases to be made for one calendar year from date Sole Source approved. Estimated Annual Expenditures for One year: \$ _____

DESCRIPTION OF ITEM/SERVICE:

The CX41 Olympus microscopy system ; quantity = 4(see attached justification for work flow continuity).

SOLE SOURCE JUSTIFICATION (Check All Entries That Apply)

Pursuant to N.C.G.S. 143-129(e)(6), the sole-source exception provides that the formal bidding requirements do not apply when:
(1) Performance or price competition for a product are not available; (2) A needed product is available from only one source of supply; or
(3) Standardization or compatibility is the overriding consideration in the purchase. In making this request, the requestor confirms that all sources of supply have been thoroughly researched and proper documentation has been provided to support the requested use of this exception to the competitive bidding law.

<input type="checkbox"/>	Vendor is the original equipment manufacturer; there are no regional distributors. Verification from manufacturer is attached.
<input type="checkbox"/>	The parts/equipment are not interchangeable with similar parts of another manufacturer. Verification from manufacturer is attached.
<input type="checkbox"/>	This is the only equipment that meets the specialized needs of the department and performs the intended function. Detailed justification is attached.
<input type="checkbox"/>	Vendor is the sole distributor that is restricted by the manufacturer to our territory. Verification from manufacturer is attached.
<input checked="" type="checkbox"/>	This product brand, make, and model is necessary to maintain operational continuity. Detailed justification is attached.
<input type="checkbox"/>	Standardized/Approved Brand. Approved by City Council on ____ / ____ / _____. (Date)

REQUESTING DEPARTMENT RECOMMENDATION

Per North Carolina General Statutes 143-129(e)(6), any purchases made under this statute must be approved by the governing board, therefore, any application or use of this exception will require the requesting department to receive City Council approval of this request.

Therefore, I recommend that the competitive quoting/bidding process be waived and that the goods/services be purchased as a sole source.

 Dept. Head Signature (or authorized designee)	12/23/14 Date:
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Sole Source Justification for Olympus CX41 City of Greenville, NC

For Olympus Equipment

Olympus America is the sole distributor of Olympus products in North Carolina. Olympus America is the only vendor authorized to provide Olympus microscope sales and support in North Carolina.

CX41 Specification

1. The CX41 microscopy system is currently in use in the forensic department. The purchase of same equipment is cost effective and will provide continuity of work flow in the laboratory.
2. Justifications for cost effectiveness and work flow continuity:
 - a. Utilizing the CX41 microscopy system will allow interchangeability of parts between systems currently in place in the laboratory reducing cost by sharing of parts as needed.
 - b. All laboratory personnel are trained and certified on the current equipment. They would be able to operate new equipment without interruption of work flow and maximizing employee hours. No interruptive training or learning curve.
 - c. Lab certifications and training is utilizing the current equipment. A different microscope would require retraining and new protocols.

System Specifications

1. The microscope must have a planar infinity optical system for flatness of field and clarity of optics.
2. Objectives should be interchangeable between microscope systems. Tube lens of 180mm.
3. Coaxial and adjustable focus for ease of use.
4. Phase condenser for phase, darkfield and brightfield applications.

5. Antifungal coating on lenses, eyepieces and condensor.
6. Rackless stage for smooth movement and 188x134mm.
7. Stage stop to limit stage height and adjustable per application.
8. Eyepiece field number should be 20.
9. Microscope should be expandable to fluorescence, polarization, camera addition, and teaching arms for future applications.
10. The microscope must have a inward quintuple nosepiece ready to accept an analyzer.

The Olympus CX41 meets all necessary specifications and is the most cost cost effective approach to satisfying or microscopy needs. The system is currently in place in the laboratory and provides continuity of work flow and maintains our current laboratory protocols and procedures.

CITY OF GREENVILLE OFFICE OF ECONOMIC DEVELOPMENT SOLE SOURCE JUSTIFICATION FORM

Date:	12/23/2014	Requisition No.:	
Dept/Div Name:	OED	Contact Name/Phone:	Carl Rees, 329-4510

Vendor Name:	Foster+Freeman
Address:	46030 Manekin Plaza, Suite 170
City/State/Zip:	Sterling, VA 20166
Contact Person:	Amy Temenak, Corporate Secretary
Phone/Fax:	888-445-5048

TYPE OF SOLE SOURCE (Check One)	
<input checked="" type="checkbox"/>	One-Time: applies to a single requisition and purchase order for the current fiscal year Requisition Amount: \$9,956.04
<input type="checkbox"/>	On-Going: Applies to multiple purchases to be made for one calendar year from date Sole Source approved. Estimated Annual Expenditures for One year: \$ _____

DESCRIPTION OF ITEM/SERVICE:	Crime-lite 82S light sources; quantity = 2 (see attached Sole Source justification letter).
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SOLE SOURCE JUSTIFICATION (Check All Entries That Apply)

Pursuant to N.C.G.S. 143-129(e)(6), the sole-source exception provides that the formal bidding requirements do not apply when:

- (1) Performance or price competition for a product are not available; (2) A needed product is available from only one source of supply; or
(3) Standardization or compatibility is the overriding consideration in the purchase. In making this request, the requestor confirms that all sources of supply have been thoroughly researched and proper documentation has been provided to support the requested use of this exception to the competitive bidding law.

<input type="checkbox"/>	Vendor is the original equipment manufacturer; there are no regional distributors. Verification from manufacturer is attached.
<input checked="" type="checkbox"/>	The parts/equipment are not interchangeable with similar parts of another manufacturer. Verification from manufacturer is attached.
<input checked="" type="checkbox"/>	This is the only equipment that meets the specialized needs of the department and performs the intended function. Detailed justification is attached.
<input type="checkbox"/>	Vendor is the sole distributor that is restricted by the manufacturer to our territory. Verification from manufacturer is attached.
<input type="checkbox"/>	This product brand, make, and model is necessary to maintain operational continuity. Detailed justification is attached.
<input type="checkbox"/>	Standardized/Approved Brand. Approved by City Council on ____/____/____. (Date)

REQUESTING DEPARTMENT RECOMMENDATION

Per North Carolina General Statutes 143-129(e)(6), any purchases made under this statute must be approved by the governing board, therefore, any application or use of this exception will require the requesting department to receive City Council approval of this request.

Therefore, I recommend that the competitive quoting/bidding process be waived and that the goods/services be purchased as a sole source.

 Dept. Head Signature (or authorized designee)	12/23/14 Date:
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foster+freeman

46030 Manekin Plaza, Suite 170
Sterling, Virginia 20166
Tel: 888 445 5048 or 703 433 9361
Fax: 888 445 5049 or 703 433 9354
www.fosterfreeman.com

November 19, 2014

The Center for Advanced Forensic DNA Analysis
Genome ID Group LLC
2305 Executive Cir. #102
Greenville, NC 27834
Attn: Mary Lou Clair

Re. Sole Source justification for Crime-lite® 82S light sources

I am pleased to confirm that Crime-lite®82 light sources are manufactured by and only available from Foster & Freeman.

The 82 series design is based upon Crime-lite® technology. Multiple high-powered LEDs provide a very intense, yet narrow waveband output, in a compact portable design. We are not aware of any equivalent unit available.

Some of the key features include:

- Each light contains 16 high-efficiency LEDs (7 in UV model)
- Long-lifetime light sources provide up to 50,000 hours operation
- Compact design weighs approximately one and a quarter pounds (560g)
- Viewing goggles use anti-glare, optical-quality filter glass
- Single waveband output with no interchangeable heads
- Nine wavebands available, including UV, Violet, Blue, Blue/Green, Green, Orange, Red, Infra-red and White.
- Certificate of actual output spectrum supplied with each light source
- No lamps to replace
- External, rechargeable Lithium ion battery pack with 22-minute recharge
- Optional UV-Vis-IR camera attaches to light source for image capture

Please let me know if we can be of any further assistance

Yours sincerely,



Amy Temenak
Corporate Secretary

® Crime-lite is a registered trademark of Foster & Freeman.



City of Greenville, North Carolina

Meeting Date: 1/12/2015
Time: 6:00 PM

Title of Item: Legislative Initiatives for the 2015 Session of the North Carolina General Assembly

Explanation: **Abstract:** City Council will identify potential legislative initiatives to pursue with the local legislative delegation during the 2015 Session of the North Carolina General Assembly. After the initiatives have been identified, resolutions relating to the identified legislative initiatives will be prepared and scheduled to be acted upon by City Council.

Explanation: The North Carolina General Assembly will convene at 9 a.m. on Wednesday, January 14, 2015. Discussion by City Council of issues and local acts which it desires to pursue with our local legislative delegation during this Session should occur at this time so that the City's legislative initiatives can be developed and identified. Upon Council reaching a consensus, resolutions for Council's consideration will be presented at a later meeting which will request the City's local legislative delegation to seek enactment of identified initiatives during the Session.

The City is not alone in its efforts to secure legislation which will assist it in providing services to its citizens. The North Carolina League of Municipalities, in representing its more than 530 member cities, towns, and villages, promotes the common interests of municipalities in the General Assembly. A copy of the Legislative Goals for the 2015-16 legislative biennium approved by the member cities and towns of the North Carolina League of Municipalities is attached.

Some potential legislative initiatives for Council to consider for this session or future sessions have been developed and are as follows:

Additional Municipal Revenue Sources Including a Replacement Revenue Source for Privilege License Tax.

Support efforts to grant additional authorities to cities to implement new revenue sources including a revenue source to replace the significant revenue lost by the

elimination of the privilege license tax. The available revenue sources for cities are limited. Consideration should be given to grant more flexibility to cities in funding their services. The authority of cities to levy privilege license taxes has been eliminated commencing in FY 2015-16 except for beer and wine taxes specifically authorized by statute. This was a significant revenue source for the City of Greenville with there being a loss of approximately \$535,485 for FY15-16 in addition to the approximately \$592,000 lost as a result of a legislative change effective for FY 14-15. Although this revenue source has been lost, there has been a commitment made by some of the members of the General Assembly that they will work with local governments during this session to find a resolution that will address the lost revenue.

Economic Development Incentives

Support enactment of legislation which will provide additional incentives which promote economic development including preserving the State Historic Rehabilitation Tax Credits and Mill Rehabilitation Tax Credits and the creation of a fund to provide loans to local governments for the development of site infrastructure. The legislation which authorized the State Historic Rehabilitation Tax Credit and Mill Rehabilitation Tax Credit sunset on January 1, 2015. Preserving these credits will provide an additional tool to promote economic development projects. The State Historic Rehabilitation Tax Credit is available for qualified rehabilitation expenses of a certified historic structure. The Mill Rehabilitation Tax Credit is available to a site which (a) was used as a manufacturing facility or for purposes ancillary to manufacturing, as a warehouse for selling agricultural product or as a public or private utility; (b) is a certified historic structure or a State-certified historic structure; and (c) has been at least 80% vacant for a period of two (2) years. Additionally, bills have been introduced in recent sessions which provided for a fund, to be administered by the Department of Commerce, for subsidized loans to local governments to finance site development for business to stimulate economic activity and create new jobs. The attraction of new and expanding business and industry projects is facilitated by having quality sites available.

State Transportation Bonds

Support the proposal for the State to issue transportation bonds. There are transportation improvement projects which are needed throughout the State including some in eastern North Carolina. Governor McCrory has proposed the issuance of statewide transportation bonds in order to fund these improvements. The issuance of such bonds would benefit the City of Greenville and the region.

Parks and Recreation Trust Funding Source

Support legislation to restore a dedicated funding source for the Parks and Recreation Trust Fund. This Trust provides funding for land acquisition and development of municipal recreation facilities. The City of Greenville has benefited from this Trust Fund in the Drew Steele Center and the Aquatics and Fitness Center. Restoration of a dedicated funding source will maintain the

significant benefits of this Trust Fund.

East Carolina University Initiative for The Brody School of Medicine

Support East Carolina University in its efforts to seek State funding and policy changes that promote the fiscal sustainability of The Brody School of Medicine. It is the mission of The Brody School of Medicine to educate North Carolinians as health care providers for North Carolina and to provide access to care for the underserved in eastern North Carolina. Growing financial challenges for ECU's medical school mirror those of community-based medical schools nationwide. The Brody School of Medicine is now 72% self-funded (up from 38% in 1990) through its clinical practice, ECU Physicians. Securing revenue streams for medical education as well as care delivery is vital to its survival. Although legislation was enacted during the 2014 Session which promotes the School of Medicine's fiscal sustainability, there remains a need to continue to consider measures which would promote the fiscal sustainability of The Brody School of Medicine.

Amendment to Council Terms of Office


Information has been provided to the City Council previously concerning the process for a Charter amendment to extend the length of City Council terms. The two-year terms of office of the Mayor and Council Members are established by the City Charter. A possible change would be to amend the terms to staggered, four-year terms of office. One method to amend this provision of the Charter is by an act of the General Assembly. Discussion on the possibility of pursuing a Charter amendment will be scheduled to occur during the City Council Planning Session.

Fiscal Note: The development of the Legislative Initiatives will not have a fiscal impact.

Recommendation: Identify the initiatives which Council desires to include in its Legislative Initiatives so that resolutions for Council action at a later meeting can be developed.

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 [2015 Advocacy Goals](#)

[Full Version | http://www.ncml.org/legislative-advocacy/advocacy/Pages/Advocacy-Agenda.aspx](http://www.ncml.org/legislative-advocacy/advocacy/Pages/Advocacy-Agenda.aspx)

Municipal Advocacy Goals

[Legislative Goals](#)

[Regulatory Goals](#)

[Federal Goals](#)

Legislative Goals

Seek or support legislation to generate additional revenues to address growing transportation needs at the state and local level, and enable local governments to enter into alternative financing mechanisms to complete local transportation projects.

Support legislation authorizing new, fair, transparent and nonpartisan methods of drawing legislative and congressional districts.

Support legislation providing the funding for state-level incentive programs necessary to keep North Carolina competitive in its efforts to bring additional jobs and economic development to local communities.

Seek legislation allowing the people to vote on an amendment to the North Carolina constitution establishing Home Rule authority for municipal governments, following the belief that the government closest to the people governs best.

Support legislation enabling municipalities to access a portion of the proceeds of any statewide transportation bonds.

Seek legislation to provide relief for municipal governments who are forced to pay the costs of municipal utility relocation related to NCDOT projects by doing the following: requiring non-municipal units of governments to pay the costs of utility relocations; raising the existing municipal population threshold for the requirement of reimbursement; and limiting reimbursement requirements to the widening of existing rights of way by NCDOT.

Oppose legislation that weakens or removes local control over public assets.

Seek legislation to strengthen the law regarding municipal decision-making authority of public enterprise service provisions beyond municipal limits and ensure the existing municipal public enterprise service system is given deference in order to support orderly growth.

Support measures which maximize the ability of local governments to provide and manage high-quality services, including utilities and public enterprises, to meet the needs of the community, and oppose legislation that weakens or removes local control over public assets.

Seek legislation to create a cooperative municipal-county planning framework for growth that allows for public participation, orderly development on the urbanizing edges of municipalities, and a streamlined dispute resolution process.

Item # 17

Seek legislation to correct the constitutional issue within the annexation law requiring municipal construction of/payment for water and sewer lines across private property all the way to the home or structure.

Oppose legalization of internet sweepstakes operations; however, if internet sweepstakes operations are legalized, support legislation that would protect the land use decision-making authority and authorize municipalities to levy taxes on said operations.

Seek legislation to reestablish authority for city-initiated annexation of "doughnut holes," areas of land that are completely surrounded by municipal territory, and categories of right-of-way that have been accepted for maintenance by either a city or the NCDOT and in which there are no registered voters.

Support legislation that provides municipalities with additional tools/incentives to encourage developers to undertake economic development projects in economically distressed or blighted areas of a city, such as land banks and other tools.

Seek legislation that allows aesthetic-based design standards for residences and commercial properties in and adjacent to existing neighborhoods, including designated historic districts, as well as for all structures when based on public safety.

Seek legislation to authorize a state bond to provide low-cost loans to local governments and authorities for infrastructure.

Seek legislation providing municipalities with additional local option tax revenue sources to replace the significant revenue lost through elimination of the local privilege license tax.

Seek legislation to modernize and enhance the existing local tax system by:

- Giving municipalities the authority to levy a sales tax that applies within their corporate limits and is solely a municipal revenue;

- Expanding the sales tax base to include more services, provided that any accompanying change in the local sales tax rate includes a perpetual hold harmless provision for individual cities and towns;

- Allowing all municipalities to adopt occupancy taxes and use revenues from those taxes to fund municipal service and infrastructure costs in order to support travel and tourism;

- Providing all municipalities with additional local option tax revenue sources, including to replace the significant revenue lost through elimination of the local privilege license tax; and

- Providing a uniform state rate of tax on sales by internet-based retailers to facilitate and encourage passage of federal marketplace fairness legislation, with a reasonable method of distribution from the state to local government.

Seek legislation to alter the current statutes governing distribution of local sales taxes by:

- Establishing alternative methods which counties may use to distribute sales tax revenues, including but not limited to, a combination of existing distribution formulas and/or new distribution formulas, including factors such as the location of the point of sale;

Requiring a one-year delay in implementation when a county changes its method of distributing sales tax revenue; and

Requiring a study of the impact of any change in sales tax distribution method, including input from all affected municipalities, before any such change could be implemented.

Seek legislation to give municipalities the option to use electronic legal public notices in lieu of publication in a newspaper.

Seek legislation to increase Clean Water Management Trust Fund appropriations and restore the fund's recurring appropriation.

Support legislation to establish a competitive film incentive program and preserve the state historic tax credits.

Support legislation which defends the fiscal integrity of the Local Government Employees' Retirement System and its defined benefit structure, promotes reasonable pension reforms that are prospective in nature, and meets the needs of local employees, employers, and retirees.

Seek legislation that will restore the dedicated funding source for the Parks & Recreation Trust Fund to maintain funding for land acquisition and development of municipal recreation facilities.

Seek legislation preventing municipalities from being additionally charged for services which are already funded through the payment of county property taxes.

Regulatory Goals

Seek more open, transparent and flexible regulatory procedures that support solutions addressing nutrient impairment in waters based on current site-specific data and analysis, demonstrate use impairment, assign responsibility proportionate to the source of impairment, and equitably hold accountable all contributors to the impairment.

Seek policies that provide flexibility when implementing programs guided by water quality standards adopted through the triennial review process.

Seek administrative changes to water, wastewater, and stormwater infrastructure funding programs to prioritize public projects that: repair, rehabilitate, or replace existing failing infrastructure; reduce nonpoint source pollution, even when a permit condition requires the measures; protect or improve the quality of drinking water sources; assist systems in managing assets; contain a long-range planning components; incentivize innovative projects; or address impaired waters.

Support legislation to create a legal framework that recognizes the rights of municipal government to allocations from navigable and non-navigable waterway resources in an amount adequate to meet the community's long-range water supply needs.

Seek legislation that restores and clarifies municipalities' ability create stream, wetland, nutrient and buffer mitigation banks and provides methods and procedures for doing so.

Federal Goals

Seek clarification of the EPA's proposed definition of "waters of the United States" to address municipalities' concerns, including the following:

- Exempting from jurisdictional waters human-made ditches.

- Exempting from jurisdictional waters Municipal Separate Storm Sewer Systems (MS4s).

Support legislation allowing municipalities to collect the sales tax they are currently owed on purchases from Internet-based retailers.



City of Greenville, North Carolina

Meeting Date: 1/12/2015
Time: 6:00 PM

Title of Item: Presentation on Preliminary Crime Statistics for 2014

Explanation: Police Chief Hassan Aden will make a presentation to City Council on preliminary crime statistics for 2014.

Fiscal Note: No direct cost for the presentation.

Recommendation: Hear the presentation from Chief Aden.

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