



Agenda

Greenville City Council

May 11, 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 - Council Member Glover

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 January 23-24, 2015 City Council Planning Session and the March 16 and April 6, 2015 City Council meetings
2. Scheduling of Joint City Council-Greenville Utilities Commission meeting on May 26, 2015 at 5:30 p.m. in the GUC Board Room
3. Extension of Memorandum of Understanding and Lease Agreements with East Carolina University for the Intergenerational Center

4. Grant of utilities easement for a fire hydrant location
5. Resolution to abandon an electric easement in Clark's Ridge Subdivision and authorize the deed of release
6. Grant of greenway easement on property owned for the benefit of Greenville Utilities Commission
7. Acceptance of modified Golden LEAF Grant award for Project Revere
8. Contract award for sole-source equipment purchase in support of Project Revere
9. Contract with The Ferguson Group for lobbying services
10. Authorization to submit a Local Food Promotion Program (LFPP) Grant to the U.S. Department of Agriculture
11. Various tax refunds greater than \$100
12. Budget ordinance amendment #9 to the 2014-2015 City of Greenville budget (Ordinance #14-036), amendment to the Housing Trust Fund (Ordinance #2263), amendment to the Watershed Master Plan Capital Project Fund (Ordinance #14-023), amendment to the Town Creek Culvert Capital Project Fund (Ordinance #13-048), amendment to the Special Revenue Grant Fund (Ordinance #11-003), and amendment to the Wayfinding Capital Project Fund (Ordinance #06-65)

VII. New Business

13. Presentations by Boards and Commissions
 - a. Planning and Zoning Commission
14. Presentation of the City's proposed Fiscal Year 2015-2016 operating budget
15. Report and recommendations regarding Pay Study
16. Resolution directing publication of Notice of Intent to make an application to the Local Government Commission (LGC), making certain findings relating to the authorization and issuance of General Obligation Public Improvement Bonds of the City of Greenville, North Carolina, and authorizing the Director of Financial Services to file application for approval thereof with the LGC
17. Report on Input on a Proposal to Amend Greenville City Council Terms

VIII. Review of May 14, 2015, City Council Agenda

IX. Comments from Mayor and City Council

X. City Manager's Report

18. Monthly Update on Performance Management System

XI. Closed Session

- To prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes, said law rendering the information as privileged or confidential being the Open Meetings Law
- To discuss matters relating to location or expansion of industries or other businesses in the area served by the public body
- 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

XII. Adjournment



City of Greenville, North Carolina

Meeting Date: 5/11/2015
Time: 6:00 PM

Title of Item: Minutes from the January 23-24, 2015 City Council Planning Session and the March 16 and April 6, 2015 City Council meetings

Explanation: Proposed minutes from the City Council Planning Session held on January 23-24, 2015, and City Council meetings held on March 16 and April 6, 2015, are presented for review and approval.

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

Recommendation: Review and approve minutes from the City Council Planning Session held on January 23-24, 2015, and City Council meetings held March 16 and April 6, 2015

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

Attachments / click to download

- [Proposed Minutes of the January 23 24 2015 Planning Session_997120](#)
- [Proposed Minutes of March 16 2015 City Council Meeting_999935](#)
- [Proposed Minutes of April 6 2015 City Council Meeting_1002126](#)

PROPOSED MINUTES
ANNUAL PLANNING SESSION
GREENVILLE CITY COUNCIL
JANUARY 23-24, 2015



Having been properly advertised, the Annual Planning Session of the Greenville City Council was held on Friday and Saturday, January 23-24, 2015, in the Third Floor Gallery at City Hall, with Mayor Pro-Tem Calvin R. Mercer presiding on Friday evening and Mayor Allen Thomas presiding on Saturday.

FRIDAY'S SESSION

Mayor Pro-Tem Mercer called the meeting to order at 4:34 p.m. on Friday, January 23, 2015.

Those Present:

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:

Mayor Allen Thomas

Also Present:

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

WELCOME AND INTRODUCTIONS

City Manager Barbara Lipscomb stated she borrowed a theme from the Orlando area where they had a really extensive regional process entitled "How shall we grow?" She stated she hopes this Planning Session will address that question for Greenville. She then introduced Facilitator Warren Miller, of FountainWorks.

Mr. Miller stated his role at this year's session would be as a moderator. The focus of the 2014 Planning Session was to give elected officials the opportunity to review citizen and staff input toward the development of a Strategic Plan for 2014-2015 and provide direction for its creation. The 2015 Planning Session will be more presentation-oriented, with some updates related to the strategic plan developed last year, followed by a presentation and discussion of the Horizons Plan and a presentation on more long term strategic planning.

Mr. Miller highlighted a few accomplishments from the 2014 Planning Session.



At the 2014 Planning Session, the following mission statement was developed for the City:

The City of Greenville's mission is to provide all citizens with high-quality services in an open, inclusive, professional manner, ensuring a community of excellence now and in the future.

A Vision statement was also developed:

The City of Greenville is a vibrant, innovative and inclusive community with unique and sustainable neighborhoods; an abundance of first-class arts, cultural and recreational opportunities; well-maintained and cost-effective infrastructure; a diversity of transportation options; and a strong business climate supported by entrepreneurialism and top quality educational institutions.

Six goals were established:

- Dynamic and Inviting Community
- Economic Development
- Well Managed and Fiscally Sustainable City Organization
- Infrastructure
- Quality Neighborhoods
- Safe Community

PRESENTATIONS

ECONOMIC DEVELOPMENT UPDATE (CARL REES)

Economic Development and Revitalization Manager Carl Rees asked the City Council to reflect on 2012, when the City was just exiting the largest economic downturn since the great depression. That was the point when the City Council began to think about how to take greater responsibility for enhancing Greenville's economic development and quality of life. The City Council recognized the value of an assessment and a 3-year plan was adopted in 2012 with 13 major goals. Mr. Rees stated he would like to review those goals, noting progress made and opportunities which remain. The City Council and City staff engaged in a focused discussion on the following topics presented by Mr. Rees:

Strategic Goal #1

Attract and retain jobs by reaching out to companies in targeted economic sectors; compliment the efforts of Greenville's economic partners by focusing on business



operations that wish to locate in close proximity to a university or medical campus, at a downtown location or along a major commercial corridor.

Progress:

- One Source (Back Office)
- Genome ID (Life Science)
- Purilum (Advanced Manufacturing)
- E Audit (Digital Media)
- Burlington (Retail)

Opportunities:

- Continue and expand funding for programs such as the Small Business Plan Competition, the Site Ready Program and Economic Development marketing efforts
- Expand on joint recruiting efforts with local and regional economic development partners

Strategic Goal #2

Develop retail to full potential, maximizing revenue impact and neighborhood vitality.

Progress:

- Filled empty Circuit City and Home Depot stores
- New Walmart Super Center planned for North Greenville
- New retailers in Uptown District (Retail Challenge Grant)
- ±650,000 square feet of retail development underway

Opportunities:

- Large development projects, inclusive of retail, under consideration for downtown
- Leverage Vidant and ECU to increase retail in the Medical District
- Create regional retail center at Frontgate, including extension of Frontgate Drive

Strategic Goal #3

Nurture the success of local small businesses.

Progress:

- Initiated Business Visitation Program
- Entrepreneurial efforts including SEED, Common Grounds, SpazzFest and similar events
- Small Business Plan Competition
- Uptown Retail Challenge

Opportunities:

- Expansion of Business Plan Competition to all Economic Development Incentive zones
- Enhanced Façade Grant Programs for West Greenville and Dickinson
- West Greenville Culinary Training Center and Incubator

Strategic Goal #4

Increase Greenville's profile in regional and state forums, emphasizing that Greenville serves the Eastern NC region and is a rising university-medical community.



Progress:

- Completed re-branding effort
- Integrated economic development efforts into efforts of local, state and regional economic development agencies
- Developed economic development partnerships with regional counties
- Joined NC East Alliance

Opportunities:

- Ramp up collaborative business recruiting efforts with state, regional and local partners
- Work with ECU on Millennial Campus designation and associated projects
- Work with Vidant on public/private partnership projects

Strategic Goal #5

Diversify the City's tax base to increase the City's general revenue.

Progress:

- Designated Economic Development Investment zones
- Authorized Capital Investment Grant
- Authorized and funded Site Ready Grant Program
- Began tracking economic development indicators

Opportunities:

- Expand and invest in efforts to broaden revenue opportunities to include sports tourism and retiree attraction
- Study opportunities for real estate related tax growth in new Southwest Bypass Corridor
- Invest in opportunities for revenue growth presented by the Tar River Legacy Plan

Strategic Goal #6

Promote Greenville's proven track record as a business-friendly community; demonstrate how Greenville's streamlined, consistent, predictable development review process reduces business costs.

Progress:

- Developed and launched "outward oriented" economic development website
- Created "Business Concierge" service for new businesses and developments
- Launched promotion of Greenville to internal and external audiences

Opportunities:

- Work with local partners (Chamber, Uptown, Convention & Visitors Bureau) to improve local image
- Consider "One Stop Shop" for development related services (physical or virtual)

Strategic Goal #7

Support the Pitt County Development Commission and other economic development partners in promoting manufacturing, biotech and "heavier" industries.



Progress:

- Established inter-office relationships with Chamber, Pitt County Development Commission and ECU Economic Development
- Launched Mayor's Economic Development Advisory Council
- Partnered with Pitt Community College and Pitt County Economic Development on industrial business retention visits

Opportunities:

- Consider rework of Committee of 100 to serve as a clearinghouse for economic development activities
- Consider new economic models that allow for City/County investment in economic development

Strategic Goal #8

Make transportation gateways and commercial corridors more attractive, legible and accessible.

Progress:

- Advanced 10th Street Connector project to construction stage
- Partnered with NCDOT on design of Dickinson Avenue improvements
- Designed and installed comprehensive wayfinding system

Opportunities:

- Fund enhancements for 10th Street Connector and Dickinson Avenue
- Fund Phase 2 construction of West Fifth streetscape project
- Consider funding for additional gateway signage at 264E and Hwy 11N

Strategic Goal #9

Develop sports, recreational, arts, cultural and entertainment offerings.

Progress:

- Completed permanent and rotating art exhibits along City streets, in parks and in buildings
- Expanded cultural offerings in Uptown to include new events at Five Points and Town Common
- Purchased and funded building to house science museum on Dickinson Avenue

Opportunities:

- Leverage nominal local funding to complete private sector renovation of former State Theatre
- Consider City/County percent for the arts
- Pursue local and grant funding for establishment of "Dickinson Zoo" project



Strategic Goal #10

Position Center City as the vibrant epicenter of Greenville's uni-med community; encourage mixed-use redevelopment including residential and major anchor projects that reinforce the identities of downtown districts and adjacent neighborhoods.

Progress:

- Attracted private sector investment to include Boundary and "Superblock" projects
- Designed, funded and constructed 4th Street parking deck
- Attracted first microbrewery to Greenville

Opportunities:

- Provide public support for additional private sector projects to include hotel and mixed-use in Uptown
- Consider infrastructure investments in 1st Street and Town Common as well as in the Dickinson Corridor in order to catalyze private development

Strategic Goal #11

Support and promote the community's existing resources for developing human capital; training, technical education and career and small business support services.

Progress:

- Completed City's first labor/workforce study
- Developed strategic alliance with ECU, PCC and others to recruit and train exiting military veterans
- Partnered with ECU to promote local jobs and entrepreneurial opportunities to upper level ECU students

Opportunities:

- Work with ECU, PCC and Pitt County Development Commission to establish a Pharma Training Center
- Work with PCC to develop a culinary training center in West Greenville
- Continue to expand offerings and resources at SEED

Strategic Goal #12

Build 21st century infrastructure that serves industry needs, attracts active and creative professionals and improves mobility and accessibility for all Greenville citizens.

Progress:

- Assured funding for SW Bypass and 10th Street Connector projects
- Funded Town Creek Stormwater project
- Constructed 4th Street Parking Deck
- Renovated Dream Park (water feature and public art)

Opportunities:

- Pursue TIGER grant for improvements to West 5th Street, greenway legs and Imperial area street network
- Work with Eastern NC partners on Interstate designation
- Work with Pitt Greenville Airport and other partners to expand air service



Strategic Goal #13

Foster a proactive culture within City government that anticipates needs and trends, cultivates new ideas, pursues innovation and constantly seeks new ways to promote the City's strategic and long-range goals.

Progress:

- Reorganized existing City personnel to form Office of Economic Development
- Created Economic Development Strategic Plan, Economic Development Investment Zones and Capital Investment Grant
- Revised City ordinances to allow for new uses such as microbreweries and performance venues

Opportunities:

- Remain vigilant for new economic development opportunities, strategies and partnerships

Mayor Pro-Tem Mercer asked that Mr. Rees elaborate on reworking the Committee of 100.

Mr. Rees explained that as the Mayor's Economic Development Committee evolved, they began to create a calendar of potential projects that various members had heard something about. Because of the confidential nature of some projects in their infancy, these were often projects that could not be discussed. The Committee of 100 was considered as a forum for these projects and the idea has been discussed with the Chamber of Commerce staff, but the concern is agenda management for such a group due to limited staff availability.

Council Member Croskery asked Mr. Rees to expand on the Millennial Campus.

Mr. Rees stated that, in simplest terms, all ECU land is owned by the State of North Carolina, excepting a few parcels that are owned by the ECU Foundation. Any revenue derived from the sale or lease of the State-owned land goes back to the State, not ECU. Someone came up with the idea of using land to leverage private sector development that works with the university, such as supporting research interests, enhancing student life, etc. North Carolina State University pursued this approach, which requires special legislation. While the City does not collect taxes from school property, if the land is leased to these other entities, the City will be able to collect some tax benefit.



BREAK/DINNER

At 5:30 pm, upon conclusion of the discussion on Economic Development, Mayor Pro-Tem Mercer called a brief recess for a dinner break.

Mayor Pro-Tem Mercer reconvened the meeting at 5:51 pm.

PRESENTATIONS (CONTINUED)

TOWN COMMON AND FIRST STREET CORRIDOR UPDATE (GARY FENTON AND CARL REES)

Economic Development and Revitalization Manager Carl Rees said the reality is that in a 21st Century Greenville, the northern end of the city is 1970's era. As the City launched its Center City revitalization process, staff expected to see revitalization on the North going South. The reality was the reverse. This area has tremendous potential – a beautiful real estate asset with the park along the river. In the Center City Revitalization Plan, the Town Common played a big part. A master plan was developed for the park – a conceptual master plan, not a detailed plan. That was in 2010 and the expectation was to begin immediately on a more detailed design. There has been great discussion about this, but to date there has been no action. Mr. Rees stated he and Recreation and Parks Director Gary Fenton feel it should be a priority.

Mr. Fenton stated when he looks at the Town Common, he thinks back 8 years to when he came to Greenville. He was impressed with having a piece of land that size within the urban core and with the number of people who utilize it. At the risk of appearing grateful, Mr. Fenton stated he doesn't feel that it is a very dynamic park. It is not living up to its potential.

A Master Plan process was begun a few years ago to identify needed improvements and their potential impact. There was significant public involvement in the process, which identified potential concerns and a number of recommendations, which were taken into consideration in the finished plan. Recommendations included:

- A pedestrian bridge connecting the Town Common to River Park North
- Restrooms and a multipurpose indoor facility



- Site improvements
 - Narrowing 1st Street
 - Updating of parking, lighting, walking trails, picnic sites, etc.
- A public art component
- Public gardens
- Improved river access
- Vendor spaces to support easy setup for park events

Mr. Fenton stated \$150,000 was put into the current year budget to get things rolling. Parks Planner Lamarco Morrison has developed specifications for a floating dock, picnic tables, trash receptacles, etc. Furnishings are expected to be in the park in May, with the floating dock to be completed by the end of June. While this only scratches the surface of what is needed, it is a good start. Having more well-planned amenities will result in more use of the park.

Mr. Rees stated that part of the strategy is to make the park both appealing and accessible, and to leverage that momentum for redevelopment of 5-6 blocks along 1st Street to bring it out of the 1970's era. There should be more modern mixed-use, urban, walkable developments. Needs include wide sidewalks, quality lighting, green spaces, street furniture, public art, etc., that is compatible with the overall park plan as well as private development.

Mr. Rees discussed the potential impact on the tax base of bringing more people to the Town Common, stating that interest would radiate along a 5 block area South of the Town Common. There will be no skyscrapers because of the area's proximity to the airport, but it could accommodate 6-8 story buildings.

He then discussed the potential for public investments along the 1st street corridor, noting the following examples:





Council Member Blackburn asked what is happening with the Bank of America building. Mr. Rees stated a development team has purchased the property, but he is not aware of their plans for the site.

Active discussion followed on the pros and cons of various site and area improvements, as well as potential problems and possible funding sources.

STRATEGIC PLANNING AND SUSTAINABILITY – HOW SHALL WE GROW?

- HORIZONS COMPREHENSIVE PLAN (MERRILL FLOOD)

Community Development Director Merrill Flood stated that the first comprehensive plan for the entire City - Horizons: Greenville's Community Plan - was intended as a policy document. A 31 member committee developed it over a 2 year period prior to its adoption in January 1992. An early commitment was to review the plan every 5 years, with major updates occurring every 10 years. There was a major update in 2004, with the most recent minor review being in 2010, at which time agreements between the City and Winterville were established about certain areas between the two communities. It is time for the next major review and a Request for Qualifications has been sent out. Consultant proposals will be received in the coming week.

Mr. Flood discussed the following goals which will drive the focus of the upcoming update:

GOAL #1 – DYNAMIC AND INVITING COMMUNITY

Well-Planned City
Arts, Culture, Recreation and Parks
Transportation Alternatives
Inviting Community

GOAL #2 – ECONOMIC DEVELOPMENT

Economic Development Strategic Plan

GOAL #3 – WELL-MANAGED AND FISCALLY SUSTAINABLE CITY ORGANIZATION

Organizational Optimization
Fiscal Sustainability
Communication and Collaboration

GOAL #4 – INFRASTRUCTURE

Maintenance and/or Improvement of Existing Infrastructure
New Infrastructure
Policy and Planning



GOAL #5 – QUALITY NEIGHBORHOODS

Neighborhood Plans
Neighborhood Associations
Housing Programs
Neighborhood Aesthetics
Neighborhood Marketing
Staff Resources

GOAL #6 – SAFE COMMUNITY

Police Department Three-Year Strategic Plan
Fire/Rescue Services

Mr. Flood stated it is important to make sure these plans have a life and don't just sit on the shelf. The Horizons Plan is more than just a land use exercise. Its policies have a lot of far-reaching implications.

Mayor Pro-Tem Mercer asked if the Mid-East Commission should be involved in the update. Mr. Flood stated he could invite them to participate, if that was the desire of the City Council. They have a Planning Department that provides services to municipalities that don't have a Planning staff.

Mayor Pro-Tem Mercer asked if the Horizons update will review and integrate all the other various plans within the City. Mr. Flood agreed it is important to consider these other plans, stating the goal would be to include recent and past planning efforts in the process.

Council Member Smiley recommended having a real estate agent on the update committee since they are the people who have to sell the City.

Council Member Blackburn stated the Horizons Plan is an awesome document, but the ability to put some of its best concepts into place is lacking. She asked if it would be possible to statutorily make some of the concepts take place. Director Flood stated ordinances could be developed, but there would still be financial constraints.

Mayor Pro-Tem Mercer noted there is visionary language in the book, but it doesn't get fleshed out. He offered his support for methods that would get that visionary quality growth language fleshed out into ordinances and text.

Council Member Croskery noted there was a meeting with representatives from the University last year who are working on planning healthy communities – ones with



walkability, parks, clean air, easy access to food sources, etc. One of the bullet points of the plan should be a healthy living community.

City Manager Lipscomb expressed her hope that it will be crafted toward sustainability.

- **STRATEGIC PLANNING – LONG TERM PLANNING (WARREN MILLER)**

Mr. Miller spoke about the importance of strategic planning for providing a sense of direction and outlining measurable goals. At the 2014 Planning Session, focus was on forming a vision for Greenville. This roadmap provides a work plan for the City Manager and should be updated every two years. Mr. Miller stated the City is off to a great start and should continue develop performance measures to evaluate how actions are meeting goals and make adjustments as they are needed.

Council Member Smiley said it would be nice to have updates on a more regular basis. What the Council usually gets is very textual and narrative, but the metrics would be more beneficial. He would like to see something distributed via Notes to Council rather than in presentation form.

City Manager Lipscomb said we are looking toward forming a budget and evaluation section.

RECESS/ADJOURN

Council Member Blackburn moved to recess the current session and reconvene at 8:30 a.m. on Saturday in the Third Floor Gallery at City Hall. Council Member Glover seconded the motion which passed by unanimous vote. There being no discussion, Mayor Pro-Tem Mercer declared the meeting recessed at 7:35 p.m.

SATURDAY'S SESSION

Mayor Pro-Tem Mercer called the meeting to order at 8:35 a.m. on Saturday, January 24, 2015.

Those Present:

Mayor Allen Thomas (Late), 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, and City Clerk Carol L. Barwick

City Manager Lipscomb welcomed those present to the second day of the Planning Session, stating that the day would be about the number. She asked if anyone had feedback or questions from Friday's session before getting started on the day's agenda.

Council Member Blackburn suggested that First Street and the Town Common be added as a priority.

Council Member Glover asked if items not on the agenda could be added. City Manager Lipscomb stated there is a general discussion session at the end of the meeting.

Council Member Glover stated she would like to discuss South Greenville Park. City Manager Lipscomb stated the financial aspect is in today's monetary discussion and a project detail is scheduled for the February agenda.

Council Member Smith stated she would like more frequent updates about things happening downtown. She referenced the opening of the parking deck and stated it seems like people in the downtown area knew more about it than she did. City Manager Lipscomb stated that type of information is typically included in the Notes to Council packets. Public Works Director Kevin Mulligan added that a soft opening date for the parking deck has not yet been set.

Mayor Thomas arrived at this point, 8:45 am.

Council Member Glover stated that funding was allocated for lights and cameras, some of which were supposed to go into West Greenville. She said it seemed as though they all ended up downtown. Mr. Mulligan stated that some were installed in West Greenville and he could provide locations on a map.

PRESENTATIONS (CONTINUED)

**FINANCIAL UPDATE (CHRIS PADGETT AND BERNITA DEMERY)**

Former Assistant City Manager Chris Padgett stated there is much misunderstanding in the community about taxes. He said he had recently heard three different people state that Greenville's tax rate is the 3rd highest in the state, but in reality, Greenville is only the 4th highest in Pitt County. Property tax is the single largest revenue source for most NC cities, generating about 40% of Greenville's general fund revenues. It is the only one of the City's top 4 revenue sources that the City directly controls.

Municipal tax rates are often compared among cities, and while these comparisons can provide valuable information, they can also result in overly broad and uninformed conclusions. The reality is that each city is unique, and other variables related to the revenue generated by property taxes should be considered along with the rate. Mr. Padgett stated he would examine multiple dimensions of municipal tax rates to allow for a more comprehensive comparison to the City's peers.

The first challenge comes in determining which cities to use in any comparison because each community is unique. Comparisons may be based on cities that are similar in size or location, or other specific characteristics. For today's comparison, the 15 cities that are largest by population are used. He then presented the following information on City tax rates and corresponding revenues for those cities:

City	FY 12 Tax Rate	FY 15 Tax Rate	FY 12 – FY 15 Tax Rate Change	Revenue Generated by \$.01 on Tax Rate	Per Capita Revenue Generated by \$.01 on Tax Rate
Charlotte	\$.4370	\$.4687	+.0317	9,050,469	\$12.37
Raleigh	\$.3826	\$.4038	+.0212	5,119,413	\$12.68
Greensboro	\$.6325	\$.6325	+.0000	2,466,098	\$9.15
Winston-Salem	\$.4750	\$.5300	+.0550	2,171,347	\$9.46
Durham	\$.5575	\$.5912	+.0337	2,354,736	\$10.31
Fayetteville	\$.4560	\$.4980	+.0420	1,346,672	\$6.71
Cary	\$.3300	\$.3500	+.0200	2,155,735	\$15.94
Wilmington	\$.3700	\$.4600	+.0900	1,275,561	\$11.99
High Point	\$.6330	\$.6670	+.0340	888,743	\$8.52
Greenville	\$.5200	\$.5400	+.0200	585,769	\$6.93
Asheville	\$.4200	\$.4600	+.0400	1,112,684	\$13.34
Concord	\$.4200	\$.4800	+.0600	911,300	\$11.53
Gastonia	\$.5200	\$.5300	+.0100	522,896	\$7.29
Jacksonville	\$.5380	\$.6240	+.0860	366,049	\$5.22
Rocky Mount	\$.5500	\$.5500	+.0000	390,280	\$6.79
AVERAGE	\$.4828	\$.5190	+.0362	\$2,047,850	\$9.88

Mr. Padgett stated that Greenville's tax rate for FY2015 is \$.54 per \$100 valuation, placing it in the middle third of the comparison cities. The average tax rate of the 15 cities compared is \$.519 per \$100 valuation, making Greenville \$.021 above the average. Between FY2012 and FY2015, 13 of the 15 comparison cities increased their tax rate.



Greenville has increased its rate \$.02 since FY2012, the same as Cary, and the two cities are tied for the fourth lowest increase among the comparison cities. Reasons cited in the budget messages of the cities that have increased rates since 2012 were negative revaluations, changes in State authority that negatively impacted revenue growth, a recognized need to invest in infrastructure or other capital and demands for additional services and/or increased service levels from citizens.

The amount of revenue generated by \$.01 on the tax rate varies greatly among comparison cities. Charlotte, the State's largest city by a wide margin, generates the most revenue with \$.01 on the tax rate resulting in more than \$9 million in revenue. Conversely, Jacksonville generates the least revenue for \$.01 on the tax rate at \$366,049. Greenville is in the bottom 20% of the comparison cities, generating \$585,769 per \$.01 on the tax rate.

Mr. Padgett stated that since it is generally recognized that the value of \$.01 on the tax rate increases as the population of a City increases, evaluating per capita revenue normalizes the size variance of cities and provides a more apples to apples comparison of taxation levels. By this measure, Greenville generates the 12th most revenue at \$6.93, which places it in the bottom 20%. The average revenue per capita generated by \$.01 on the tax rate is \$9.88, which means that Greenville produces 30% less revenue than the average. It should be noted that there is a strong correlation between this measure and tax rates, which is demonstrated by the fact that the six cities with the highest per capita revenue generated by \$.01 on the tax rate are the same six cities with the lowest tax rate.

Mr. Padgett then compared property tax rates for the 15 largest cities to the combined city/county tax rates for the same communities and the annual taxes that would be due for a \$150,000 residence at the combined rate. High Point has the highest taxes due at \$1,000.50 and Cary has the lowest at \$525. Greenville is \$810, which is \$31.48 higher than the average of comparison cities. While High Point, located in Guilford and Davidson Counties, still has the highest taxes due at \$2,138 when looking at the combined City/County rate and Cary, located in Wake County, still has the lowest rate at \$1,392, the Greenville/Pitt County taxes due are \$1,830, placing them slightly below the average of comparison cities.

Greenville's numbers indicate that the City must be proactive in growing the tax base and diversifying its revenues. Growing the tax base will require continued and increased efforts in the area of economic development. The City must actively recruit and pursue growth in its target sectors. It is imperative to continue working with large non-profit partners such as East Carolina University and Vidant Medical Center to ensure that their approach to growth does not adversely impact the City's property tax base.

Mr. Padgett stated that state law restricts how the City diversifies its revenues, but cited three opportunities which are available:



- Ensure that Enterprise funds are fiscally self-sufficient and operate with no General Fund subsidy
- Ensure that fees for service are in line with the market
- Pursue authority for a Prepared Meals Tax

Mayor Thomas noted that potential changes in sales tax distribution are being discussed in the legislature.

City Attorney Dave Holec stated there is potential for cities to implement an additional sales tax within corporate limits and tax reform is on the table.

Council Member Blackburn stated she looks forward to hearing more about what Mayor Thomas gained through his meetings with other mayors. No one ever says they want to raise taxes, but taxes are not the community taking money away from its citizens. It is the citizens giving themselves a better community. She stated she feels the most important number today is what is generated by \$.01 on the tax rate.

Council Member Smiley stated the revenue a city requires is driven by the services that city provides. It is imperative to look at efficiency.

Financial Services Director Bernita Demery provided a six-month update on the City's current financials as reflected in the following General Fund summary as of December 31, 2014:

GENERAL FUND SUMMARY AS OF DECEMBER 31, 2014						
	2015 YTD	2014 YTD	\$ CHANGE	% CHANGE	2015 BUDGET	% REC./ SPENT
REVENUES	\$ 43,157,097	\$ 44,273,581	\$ (1,116,484)	-3%	\$ 83,643,519	52%
EXPENSES	\$ 37,388,228	\$ 32,320,059	\$ 5,068,169	16%	\$ 83,643,519	45%
NET	\$ 5,768,869	\$ 11,953,522	\$ (6,184,653)	-52%		

Ms. Demery stated the net results of revenue over expenses indicates a decline of 52% over the previous year. This is misleading, however, because of the timing of transfers that have been completed during the first half of the year when compared to the prior year.

Year-to-date total revenues have declined by 3%. Property taxes are 39% of total revenues and the 3% increase over last year is consistent with budget expectations as a result of the \$.02 increase on property taxes made effective this fiscal year. Sales taxes, which are 18%



of total revenues, are consistent with the previous year's receipts. Sales tax is reviewed monthly for consistency, however, the timing of distributions can be an issue when forecasting. Property tax and sales tax revenues are projected to come within a marginal amount of budget by the end of the fiscal year.

The Utilities Franchise Tax increased approximately 20% over the past year. Recent tax reform law eliminates the State and Local franchise tax on electricity and natural gas and applies the combined general sales tax rate of 7% to the sale of both. Municipalities are projected to receive a quarterly distribution equal to the amount of tax it received for the same quarter during FY2014. After such distribution, any remaining funds are to be divided among cities and towns based on a percentage of property tax value. Based on receipts-to-date, this revenue appears to be on target to meet budget.

Year-to-date Motor Vehicle revenue has decreased 13% compared to the prior year. This decline is attributed to the State's current tax and tag program, which has been in existence for approximately 14 months. The City anticipated this decline for the 2015 fiscal year.

Inspection revenue increased 34% due to an increase in permits issued for multi-family construction and various retail projects throughout the City. Investment earnings decreased 28% due to the change in coupon payment receipts and losses incurred during investment buy/sell transactions.

The GUC Transfer-In is based on a calculation that includes assets net of outstanding debt for electric and gas only. Year-to-date GUC Transfer-In shows an increase of 11%, however, these results are adjusted based on actual audit results. Other revenue has decreased due to the timing of a transfer that was made in the prior year for \$1,779,000 from the Capital Reserve Fund.

Ms. Demery stated that expenses have increased 16% compared to the prior year. This increase is directly linked to the timing and amount of transfers that were completed during the first quarter and which were not made during the prior year. Personnel expenses have increased 3% during this period primarily as a result of the 1.5% market adjustment for employees and the filling of vacant positions.

Operations, capital outlay and other expenditure categories fluctuate annually due to the timing of payment for various items. Capital Outlay and Improvement costs vary depending on departmental needs, timing of purchases and project activity but the current decrease is largely due to moving building improvements to a separate fund this year.

The Transfers category is up 100% due to the timing of transfers made during the first half of the fiscal year that were not made in the prior year. The largest of these were the transfer to the Facilities Improvement Project Fund (\$1,545,434), which was established



this year and the transfer to the Street Improvements Project Fund (\$2,650,000). Departmental spending was within the expected limit as a percentage of budget. Compared to the prior year, total expenses have increased by 16%.

Ms. Demery then discussed mid-year projections for significant revenues and expenditures within the General Fund as shown below:

GENERAL FUND BUDGET AS OF DECEMBER 31, 2014				
	2015 BUDGET	2015 YTD	2015 Projection	Variance Budget vs. Proj.
Revenues				
PROPERTY TAX	\$32,943,768	\$24,556,382	\$32,845,631	\$ (98,137)
SALES TAX	15,236,079	5,328,189	15,902,521	666,442
UTILITIES	5,763,988	3,281,428	5,763,988	-
MOTOR VEHICLE	1,065,237	456,953	926,985	(138,252)
INSPECTION	768,431	396,960	754,814	(13,617)
RESCUE	3,055,250	1,359,890	3,055,250	-
RECREATION	1,935,908	876,216	1,933,097	(2,811)
INVESTMENTS	551,012	249,386	451,535	(99,477)
GUC TRANSFER IN	6,524,100	3,323,296	6,524,100	-
POWELL BILL	2,215,848	1,117,871	2,215,848	-
ALL OTHER REVENUES	13,583,898	2,210,527	6,537,642	(7,046,256)
SUBTOTAL	83,643,519	43,157,097	76,911,411	(6,732,108)
Expenses				
PERSONNEL	\$50,639,294	\$22,092,586	\$48,616,703	\$ (2,022,591)
OPERATING	17,713,597	7,555,873	16,037,879	(1,675,718)
CAPITAL	4,823,315	1,300,009	2,893,989	(1,929,326)
REIMBURSEMENT INDIRECT COST	(1,268,214)	(634,107)	(1,268,214)	-
TRANSFERS OUT	11,187,405	6,673,867	11,187,405	-
OTHER EXPENSES	548,122	400,000	400,000	(148,122)
TOTAL	83,643,519	37,388,226	77,867,762	(5,775,757)
Net	-	5,768,869	(956,351)	(956,351)

Ms. Demery noted that these projections do not include the \$6.4 million of budgeted fund balance. While that amount is budgeted, the final amount used will be determined by the results of all operational and capital activity for the remainder of the fiscal year. Based on estimated results, there will be a need for \$1 million in fund balance on June 30, 2015.

Next, Ms. Demery discussed mid-year results for the various Enterprise funds, noting that the Transit Fund appears to have a 98% loss when compared to prior year results. She stated that it is normal for the Transit Fund to have a negative net result during this time of year because a majority of that fund's revenues are based on Federal Transit Authority and North Carolina Department of Transportation grant reimbursements. The increase in operations is primarily a result of increases in General Liability Insurance, Fleet Replacement, Buildings and Grounds Maintenance and Commercial Labor. These increases were planned and included in the current year budget.



Variances in Capital Outlay and Capital Improvements are due to the timing of expenses. There has been a decrease in Americans with Disabilities Act services provided by the Pitt Area Transit Service and decreases in purchases of vehicle parts and shelter parts. These decreases may or may not extend through the current fiscal year. The Capital Improvement variance is directly related to the purchase of two GREAT buses, which are linked to the reimbursement that was received during the first quarter.

The Sanitation Fund normally has a negative net result during the first half of the year, as there is a one-month lag in receiving fees for services. The net for this fund have been improving since the onset of the Sanitation 5-year Plan, which is evident in the improvement in net results at mid-year. The Sales and Services decrease is due to leveling off in Cart and Dumpster receipts. This receipt was higher last fiscal year due to the adoption of increased rates, causing many citizens to convert from back yard to curbside service. Implementation of the Sanitation 5-year Plan has resulted in a reduction in Personnel and Operational expenses due to greater efficiencies. The increase in Capital Improvements is due to the purchase of a second round of carts for automated collections that are compatible with the new sanitation vehicles. The increase in Transfers Out is the result of an increase in the budget for indirect cost. This increase is in line with total budget.

The Stormwater Fund has experienced an improvement in net results based on a seven year plan. Annual fee increases have been implemented in an effort to allow the fund to cover future expenses. The current year's increase in revenues is a result of increasing the Stormwater fee by an additional \$.50 per equivalent residential unit (ERU). Stormwater expenses vary largely according to the amount of Stormwater maintenance activity and timing of capital projects. Operating expenses fluctuate based on timing differences of when items are paid. Capital Projects vary from year to year based on timing of projects. Transfers Out has increased due to the change in allocation calculated for the current year.

Council Member Smiley expressed concern at having missed the Personnel projection by \$2 million. He stated this could have a huge impact on how decisions are made.

Council Member Blackburn stated that the City has recently operated with a bridge budget and experienced cuts and hiring freezes. Given the instability of recent years, she said she is not concerned about the difference this year, but if it continues to happen, perhaps it is time to change the model.

Mayor Pro-Tem Mercer stated that while everyone would like the numbers to be tighter if possible, he prefers this approach so there are no negative surprises at the end of the year. He pointed out that employees were not given a market raise in this fiscal year, which



would have cost the City \$480,000, and that is a small amount compared to the \$2 million. He feels the consensus is to strive for more concise budgeting numbers.

BUDGET GUIDELINES AND CONTINUED DISCUSSION (Bernita Demery)

Financial Services Director Bernita Demery began with a review of the upcoming budget schedule, as follows:

City of Greenville Budget Schedule Fiscal Year 2015 – 2016		
Monday	April 6, 2015	City Council Budget Preview
Monday	May 11, 2015	Proposed City Budget presented to City Council
Friday	May 22, 2015	Public Display of balanced budgets prior to the Public Hearing
Monday	June 8, 2015	Public Hearing – Fiscal Year 2015 – 2016 Budget
Thursday	June 11, 2015	Adoption of the Fiscal Year 2015 – 2016 Budget

She then discussed the approved FY2016 budget plan and proposed adjustments based on current information and projections made through December 31, 2014. She acknowledged that additional adjustments, which are depicted by the following table, may be required prior to the Budget Preview.



General Fund Revenue Summary										
	2013 Actual	Inc/ (Dec)	2014 Actual	Inc/ (Dec)	2015 Original	Inc/ (Dec)	2016 Plan	Inc/ (Dec)	2016 Adjusted Plan	Adj
Property Taxes	\$ 29,342,474	5%	\$ 30,940,533	6%	\$ 32,943,768	0%	\$ 32,885,747	2%	\$ 33,473,747	\$ 588,000
Sales Tax	14,672,441	1%	14,804,914	3%	15,236,081	1%	15,388,440	4%	15,902,519	514,079
Utilities Franchise Tax	5,441,125	-1%	5,413,757	6%	5,763,988	2%	5,879,268	2%	5,879,268	-
GUC Transfers In	5,761,460	6%	6,080,280	7%	6,485,183	-4%	6,210,609	-4%	6,210,609	-
Powell Bill - State Allocation	2,171,367	2%	2,215,848	0%	2,215,848	4%	2,305,369	4%	2,305,369	-
Rescue Fees	3,237,867	-5%	3,074,923	-1%	3,055,250	1%	3,085,803	1%	3,085,803	-
Investment Earnings	62,362	>100%	455,380	21%	551,012	0%	553,765	-17%	458,765	(95,000)
Motor Vehicle Fee	933,412	41%	1,315,164	-19%	1,065,237	2%	1,086,344	-10%	954,560	(131,784)
All Other Revenues	8,664,398	17%	10,172,258	-9%	9,269,299	-1%	9,210,398	-14%	7,995,075	(1,215,322)
Subtotal	\$ 70,306,906	6%	\$ 74,473,057	3%	\$ 76,585,666	0%	\$ 76,605,743	0%	\$ 76,265,716	\$ (340,027)
Appropriated Fund Balance										
General Fund					1,835,629		200,000		200,000	-
Powell Bill					128,792		273,585		273,585	-
Total	\$ 70,306,906	6%	\$ 74,473,057	5%	\$ 78,550,087	-2%	\$ 77,079,328	-2%	\$ 76,739,301	\$ -

Ms. Demery described the required revenue adjustments, which have a negative net impact of \$340,027.

- Increase to reflect the addition \$.01 added to the Property Tax rate prior to the final FY2015 budget adoption - \$588,000
- Increase in Sales Tax estimate based on receipts through December 31, 2014 - \$514,079
- Decrease in Investment Earnings estimate based on receipts through December 31, 2014 - \$95,000
- Decrease in the Motor Vehicle fee estimate based on receipts through December 31, 2014 - \$131,784
- Decrease in Other Revenues related to Business Licenses, per State legislation - \$1,138,770
- Net decrease in Other Revenues due to receipts and projections as of December 31, 2014 - \$76,552

Expense adjustments include a decrease of \$700,861 to Health Insurance to maintain FY2015 Budget levels and a \$123,040 reduction in the transfer to the Housing Fund based on the current year's budget. These expenditure decreases total \$823,901.

Ms. Demery then reviewed the FY2016 Financial Plans for Enterprise Funds, which remain balanced at the following levels:

- Public Transportation Fund - \$3,078,461
- Sanitation Fund - \$7,801,578
- Stormwater Fund - \$4,905,758
- Health Fund - \$14,037,440
- Vehicle Replacement Fund - \$2,847,283



Ms. Demery concluded her presentation with a discussion of potential adjustments that may be needed to the FY2016 Financial Plan, as shown in the table below:

PROJECT	ESTIMATED FUNDS NEEDED	NOTES
10 th Street Connector	\$1.5M	This project involves constructing facility improvements beyond NCDOT's base design to include additional berm width, 6-foot wide sidewalks, decorative LED lighting, and gateway improvements at the intersection of 10 th and Evans Streets. Project recommended for Bond Funding by Bond Advisory Committee.
South Greenville Recreation Center Reconstruction	\$2.0M *175k annual debt service over 15 years	This project involves a complete reconstruction of the existing facility, a small addition and various other site / park improvements. The total estimated cost of this project is \$2.8M, but \$200k has already been appropriated for design and a \$600k contribution is expected from Pitt County Schools.
Salary Adjustments	2% - 270k 2.5% - 437k	A 1.25% market adjustment is already included in the FY 16 financial plan. Staff will have the results of the 5-year true-up in early Spring which could impact this decision.
New positions	Unknown	Management will meet with departments later this winter to discuss staffing needs and those will be discussed with City Council during the budget preview.
Street Resurfacing / Improvements	\$475k	The FY 16 financial plan currently includes \$525k for street resurfacing / improvements. An additional \$475k is proposed, which would bring the total up to \$1M. It is recognized that the ultimate goal is an annual street resurfacing program of \$2.5M.
West 5 th Street Streetscape, Phase II	\$1.7M	This project involves completion of streetscape improvements from Tyson Street to Albemarle Avenue, including a traffic circle at Albemarle Avenue.
Imperial Warehouse Site	\$1,033,000	The City has the contractual opportunity to purchase the 6.6 acre site after the environmental clean-up activities are complete.
Various Economic Development Investment	\$415k	-Incentive Grants \$25k (50k total) -Business Plan Competition \$60k -Façade Grant \$50k -Site Ready Program \$30k -Land Assembly along Dickinson Corridor for Public Parking \$250k
Shelter for Fire/Rescue Vehicles	\$275k	This shelter is needed to protect and extend the useful life of various F/R vehicles and equipment at the EOC.
Town Common	\$250k	Master-grading plan for the entire park and Phase 1 construction design documents.
Tar River Legacy Plan – Initial Implementation	\$50k	Initial funding for first year efforts (i.e. low-hanging fruit) such as river viewing stations, floating camping platforms, etc.



Council Member Smiley asked if revenues are generally within 1-2% of what is adopted in the budget. Ms. Demery stated that is usually the case, particularly for property tax and sales tax. Council Member Smiley indicated a desire to focus on tightening projections.

Council Member Blackburn stated that budgeting is an imprecise science. Conditions are constantly changing and there has been irregular behavior at the State level. Although it would be nice to have the budget be exactly what is projected, there needs to be room to grow and make spontaneous decisions. She stated she is comfortable having parameters of flexibility, provided staff feels they are reasonable parameters. The City continues to receive fiscal awards and recognition, which suggests that they are.

Mayor Thomas stated accountability is very important, but noted that Council Member Blackburn's point is well taken.

Council Member Croskery said there is much discussion about costs, but Greenville's challenges are different from other communities or the State. Greenville has a good deal of valuable real estate that is non-taxable and home values here are somewhat lower than a community like Cary. In the final analysis, the goal should be to get the best value for the Greenville community.

BOND REFERENDUM (Chris Padgett)

Former Assistant City Manager Chris Padgett stated the City Council voted in May 2014 to establish a Bond Advisory Committee (BAC). In June 2014, the Mayor and Council Members appointed two members each to serve on this 14-member committee to advise the City Council on the content, amount, timing, structure of an advocacy committee and other relevant aspects of a voter bond. The BAC held its first meeting in July 2014, and met regularly over the next several months, hearing presentations from staff on requested topics. In December 2014, the BAC presented their recommendation to the City Council for a \$21.9 million bond package, which included the following:

- \$9.9 million Streets Package
 - \$5 million for Street Improvements
 - \$1.75 million for 10th Street Connector Enhancements
 - \$2.45 million for Dickinson Avenue
 - \$500,000 for Sidewalks
 - \$200,000 for Debt Issuance
- \$12 million Sports Complex

Further, Mr. Padgett stated the BAC recommended the following items for the City Council's consideration:

- Utilize \$.01 of the \$.02 property tax increase approved for the current year to fund debt service associated with the proposed bond; \$.01 would cover debt service on \$7 million



- Allocate street resurfacing funding annually in an amount sufficient to get the City on a 20-year street resurfacing schedule
- Further refine conceptual projects, such as the 1st Street/Town Common improvements, various park improvement projects and various recommendations of the Tar River Legacy Plan that could be included in future bond initiatives or be funded through alternative means
- Establish and maintain a regular bond schedule

Having reviewed progress to date, Mr. Padgett addressed the question of “What is a bond?” by explaining that it is the certificate or evidence of debt issued by a governmental unit. The City borrows from the purchasers of the bonds and pledges to pay the bondholders interest and principle over a predetermined number of years (usually 20 years).

A General Obligation (G.O.) Bond pledges the full faith and credit of the City. Issuance of G.O. Bonds require a vote of the people through a bond referendum, whereby voters decide whether to authorize the sale of bonds and the potential levy of a tax to repay the bonds. Mr. Padgett stated the City established previous G.O. Bond programs in 1992 and 2004.

The 1992 G.O. Bond totaled \$25.5 million and included funding for Public Buildings (New Police-Fire/Rescue Facility), Streets, Storm Sewer (Drainage Improvements), Housing and Sanitary Sewer Improvements.

The 2004 G.O. Bond totaled \$20.8 million and included funding for Street Improvements, West Greenville Revitalization, Center City Revitalization and Stormwater Drainage.

Bond Questions must be developed for a specified purpose such as Streets, Recreation and Parks, Stormwater Drainage, Housing, Public Safety or Libraries. They may also include new facilities, improvements to existing facilities or may be a combination of these things.

In conclusion, Mr. Padgett stated the City Council must decide if a G.O. Bond should be put to Greenville’s voters, and if so, when. The next available opportunities to hold a bond referendum would be with the General Election in November 2015, or with the Primary Election in May 2016. If the answer to the first question is yes, the City Council must also decide which bond question(s) and which specific project(s). The bond amount and the debt service coverage must also be decided. The City Council must also determine the need for an advocacy committee and what public education initiatives are appropriate.

Mayor Thomas asked about funding necessary to catch up on the hemorrhaging road conditions. Public Works Director Kevin Mulligan stated \$10 million would be needed to address 100 lane miles of roads.

Council Member Blackburn stated residents have seen the value of sidewalks and she feels in looking at infrastructure, it is critical to include sidewalks.



Mayor Pro-Tem Mercer stated he feels there is support in the community and on the City Council for some sort of transportation bond. He goal is to identify a bond package that is good for the City and garners as much support as possible so that it will pass. He asked the City Attorney what things could be incorporated into a street bond.

City Attorney Dave Holec stated that bond counsel is available to help with this, but there is a list that would be compared to the City's authority and purposes. Streets, sidewalks and other related projects would be listed there. A bond question can be general or specific. If it is specific, funding must be used for the stated purpose. General purposes could include resurfacing, new construction, enhancements, sidewalks and/or pedestrian-related improvements. Greenways could be included in a Recreation and Parks question, and could possibly be included in a transportation question provided it was limited to pedestrian transportation.

Mayor Pro-Tem Mercer asked if discussion on the Dickinson Avenue piece of the bond was forthcoming.

Mr. Mulligan stated that design work on Dickinson is continuing; however, the project did not make it into the 10-year State Transportation Improvement Program.

Economic Development and Revitalization Manager Carl Rees stated there is an opportunity to apply for a Federal TIGER grant, but the program is extremely competitive. It requires a 20% local match, but because the process is so competitive, chances for being awarded the grant are better if the match is higher. Typically a community would create a plan for the area and use projects they are working on in a contiguous area in applying for the grant. The City would consider using the 10th Street Connector project as part of the match.

Council Member Glover addressed growth on Dickinson Avenue, which is a gateway into the City. She stated she strongly feels this needs to happen. When she made the motion for the bond, she asked for infrastructure and streets. Council Member Blackburn added parks, but the City Council did not ask for any big sports complex. When the committee brought that up, calls starting coming from people who said they would support a street bond, but not a sports complex.

Mayor Thomas stated prior City Councils and the current Council have been good stewards of City funds. Rates are the lowest in many years, making this a good time to pursue a bond as a springboard for growing the community. This will be the first step in a mature, long-term bonding strategy.

Council Member Smith stated she would like to have sidewalks and streets identified so citizens would know exactly what they were voting on. She said she agrees with the



process in general terms, but she does not agree with the current master plan for sidewalks. There are many areas in Districts 1 and 2 with substantial need and she is unwilling to wait until the master plan areas are complete. She feels areas where walking is high should be done first.

Mayor Thomas asked if foot traffic and accidents were taken into account with the master plan. Mr. Mulligan stated population was considered.

Council Member Smith stated population should not be the chief factor – whether or not that population drives should be the bigger issue. Sidewalk needs are greater where people walk most.

Mayor Thomas recommended considering a bond that includes \$2 million for lighting, \$10 million for lane miles, \$2.1 million for sidewalks and \$1.75 million for the 10th Street Connector.

Council Member Blackburn indicated a desire to add \$2 million to that for greenways.

Council Members Smith and Croskery suggested adding funds for enhancements to the airport corridor, perhaps co-partnering with the airport.

Mayor Pro-Tem Mercer stated the bond must be realistic in terms of the final number presented to voters for their consideration. He said he feels the staff strongly supports the \$2.45 million for Dickinson Avenue.

Council Member Smiley suggested that Phase II of the 5th Street Corridor be on the list.

BREAK

At 12:05 pm am, upon conclusion of the bond discussion, Mayor Thomas called a brief recess for a lunch break.

Mayor Thomas reconvened the meeting at 12:30 pm.

COUNCIL DISCUSSION

MISCELLANEOUS DISCUSSION



Following the lunch break, City Manager Lipscomb stated she had distributed a summary sheet to follow up on the Finance Director's presentation, but noted it was prepared without having talked to department heads about their budgetary needs. She referenced the South Greenville Recreation Center Reconstruction project and indicated it could be financed with annual debt service being around \$175,000. She stated the design would be presented at a February meeting and the school system is recommending to their board that they find \$600,000 toward the project. She also stated that a 1.5% salary adjustment was included in the FY2016 Financial Plan, but it is hoped that this can be increased to 2% at an additional cost of \$270,000.

Mayor Pro-Tem Mercer asked if there is an understanding about ongoing maintenance for South Greenville. City Manager Lipscomb stated there is nothing that is formalized.

Council Member Smith asked when the project will begin. Recreation and Parks Director Gary Fenton stated construction would likely begin in Spring 2016.

The consensus of the City Council was to finance the South Greenville Recreation Reconstruction project.

Mayor Thomas expressed some reservation about committing to an increase in the salary adjustment until the budget process was farther along. Council Member Smiley stated he had been hoping the increase could be adjusted to 2.4%.

City Attorney Holec pointed out that the City Manager is not asking for final approval of the adjustment amount, but rather is asking if the City Council comfortable with the higher amount provided there is funding available in the budget to support it.

The City Council expressed general concurrence on the proposed pay adjustment providing funding is available.

Council Member Smiley stated he was impressed with staff recommendations made the previous evening related to the Town Common and he feels \$250,000 should be set aside to begin making some of the recommended improvements. He also indicated a desire that the City be proactive and set aside \$500,000-\$750,000 to purchase park land in a few places throughout the City. He further advocated adding \$600,000 from Capital Reserve to the \$600,000 from the County School Board to lower the amount financed for the South Greenville project.

Council Member Smith moved to direct the City Manager to prepare a draft budget for FY2016 that reflects only \$.01 of the \$.02 tax increase that was imposed for FY2015. Council Member Glover seconded the motion.



Mayor Pro-Tem Mercer expressed his support for this motion, stating the City Council has said all along that the second penny should be given back if at all possible. He stressed that the City Council is not making a tax rate decision by this motion today, but rather just directing the City Manager to prepare the draft budget with that penny omitted.

Council Member Blackburn asked if that second penny is currently included in the FY2016 budget. Mr. Padgett stated the second penny is not included in the FY2016 Finance Plan.

Council Member Blackburn stated she was supportive of the motion currently, but her support for setting the tax rate in June is contingent on a satisfying bond package.

Council Member Smith clarified that the intent of her motion is to get a draft budget with the penny excluded, acknowledging that the final tax rate approval is with the budget decision in June.

There being no further discussion on the motion to direct the City Manager to prepare a draft budget for FY2016 that reflects only \$.01 of the \$.02 tax increase that was imposed for FY2015, the City Council voted unanimously to approve.

City Manager Lipscomb then asked about the preferred target date for a bond referendum.

Council Member Blackburn advocated for having the bond issue to on ballots in May 2016.

Mayor Thomas stated the City Council has been discussing this for a year. Some of the current elected officials may not be in office for a vote delayed until May.

Council Member Croskery stated he feels residents are expecting to see the bond on ballots in November 2015.

COUNCIL TERMS (Dave Holec)

City Attorney Dave Holec stated that currently, all of the City's elected officials in all seats have two-year terms. Terms for the Mayor and Council Members may be two years or four years, but it is not necessary that all terms be the same length or that they expire in the same year. Should there be a desire to explore a change in term lengths, no change would be implemented for the 2015 election.

If there is a desire for staggered terms, in 2017 three of the Council Members would be elected to four-year terms and the other three Council Members would be elected to two-year terms. Thereafter, all Council Members would be elected to four-year terms when their terms expire, with just three Council Members being elected at each election cycle.



The choice of which three Council Member seats are first elected to four-year terms is arbitrary. It could be the Council Member seats for odd numbered districts making the change to four-year terms in 2017, with the Council Member seats for even numbered districts and the At-Large seat making the change at the 2019 election. Which seats first make the change could be chosen by drawing lots. If the Mayor is making the change to four-year terms, that seat would be effective for the first election under the new system in 2017.

Mr. Holec stated the City Council could also consider a change to four-year terms but with all seats being up for election at the same time, with no staggering of terms. In that scenario, in 2015 all seats would be elected to two-year terms. At the first election under the new system in 2027, all seats would be elected to four-year terms. Mr. Holec stated it is also an option to keep the Mayor's seat on two-year terms, but change City Council seats to four-year terms, either staggered or not-staggered.

Mr. Holec noted that there may be consideration by the General Assembly to move all elections to even-numbered years, the same as national elections. This change would be deemed a more cost effective approach to elections and some people believe this would enhance turnout for local elections since more voters would be turning out. Others argue that this change would dilute local elections as they would become "lost" due to the influence of national elections.

Mr. Holec described the methods available for making a change to term lengths, noting that City Council terms are established by the City's Charter. If a change in terms is desired, the City Council can ask the General Assembly for a local act to amend the Charter. The City Council also has the option to adopt an ordinance, which is not subject to a vote by the people, to make the change. This method has the potential for citizens to submit a referendum petition requiring they be allowed to vote. The City Council can also adopt an ordinance, subject to a vote of the people, or citizens can submit a referendum petition requiring a vote. He stated that November 2015 would be the earliest for having a citizen vote and suggested if this is desired, the process should begin in February or March.

Council Member Croskery asked about the General Assembly's consideration to move elections to even-numbered years and whether that would dictate Council Members would stay for a three year term, or if Council Members would be short-changed a year of their term. Mr. Holec stated that decision would be made by the General Assembly.

Council Member Smith expressed a desire to put the term length question to Greenville's voters since they are the ones responsible for electing their representation. It is important for them to understand the questions being asked. She stated she likes that the proposal is to skip the 2015 election so the decision does not appear to be self-serving. Her preference would be four-year terms because it addressed the consistency of the work of



the City. A clean-sweep of elected officials, which is possible under the current system, could totally change the direction of local government. Staggered terms would enhance continuity. Council Member Smith stated she would like to see this on voter ballots in November to change City Council terms to four years, but she feels the Mayor's term should remain at two years.

Council Member Blackburn stated that longer terms do not necessarily mean more or better action. The longer terms can result in complacency and stagnation. Two-year terms can encourage officials to work really hard to accomplish their goals because they only have two years in which to do so. She stated that she likes that elected officials are accountable to voters every two years, creating a constant need to prove their worth to the people.

Mayor Thomas stated he would prefer having input on this issue from community groups. It is difficult for an elected official to talk about their own tenure. There is value in continuity to the City's staff and for planning purposes, and in having people on the Council who have been through some of the City's more challenging issues.

Council Member Croskery stated he has mixed feelings on the issue. There is a significant learning curve for a newly elected official coming into office for the first time. Even though he has long been very active in the community and has participated in many community groups, he still went through a training phase when first elected. He expressed doubt that a first-term official could be as effective as those serving repeat terms. With a two-year terms, elected officials devote a significant portion of their second year raising funds and campaigning for re-election. A four-year term would give an incumbent more time to be effective, but he also agrees with Council Member Blackburn's observation that a two-year term makes elected officials more accountable to voters. He feels it would be appropriate to have voters tell the City Council what they want.

Council Member Glover stated she has spoken with representatives from the North Carolina League of Municipalities and with people from other states who are surprised that Greenville has a two-year term cycle. She noted that changing the term length to four years would reduce election costs.

Mayor Pro-Term Mercer said it appears there is not a consistent opinion among Council Members as to the best approach for elections. He said he feels strongly that this issue go to citizens for input before any change is made.

Council Member Smiley asked if it is wise to put the term length question before voters at the same time as the bond referendum.



Council Member Smith recommended present the question to voters to consider staggered four-year terms for all City Council seats and two-year terms for the mayor's seat. Council Member Blackburn expressed her support for the recommendation.

Mayor Thomas stressed he would like to see input from citizens before a final decision is made.

City Attorney Holec stated the official process requires the City Council to choose a method, but a Public Hearing can be held prior to the official vote. The City could also host information sessions if the Council so desires.

Based on discussion, Mayor Thomas stated there is consensus of the City Council to present the question of term lengths to voters in May 2016.

COUNCIL BUSINESS – OTHER

Council Member Croskery stated there was an issue a few months ago about pedestrians using crosswalks incorrectly. He stated he would like to see some form of educational programs in schools about pedestrian safety. He suggested poster contests or some of other means of making the topic both fun and educational. Mayor Pro-Tem Mercer agreed and suggested having the Bicycle and Pedestrian Commission work on the idea. Mayor Thomas suggested involving the Public Information Office to work with networks on public service announcements.

Council Member Smith asked for an update on body cameras at a future Council meeting.

Council Member Blackburn expressed excitement for changes in Animal Protective Services, noting that animals bring joy and everyone, no matter what their economic services, should be able to enjoy them. She mentioned the Pet Food Pantry and the assistance they offer to pet owners by providing food in times of need.

Mayor Thomas expressed his appreciation to the City Council for their patience with his absence from the Friday evening session while he was with the US Mayors Conference. He stated it is important to engage with others to learn what is working in their communities and bring that knowledge back to Greenville.



ADJOURNMENT

There being no further discussion, Council Member Croskery moved to adjourn the meeting. Council Member Smiley seconded the motion, which was approved by unanimous vote. Mayor Thomas declared the meeting adjourned at 2:52 pm.

Respectfully submitted,

A handwritten signature in blue ink, reading "Carol L. Barwick", is displayed on a light blue rectangular background.

Carol L. Barwick, CMC
City Clerk

PROPOSED OFFICIAL MINUTES
MEETING OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
MONDAY, MARCH 16, 2015



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

Those Absent: Council Member Rose H. Glover

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 that another Closed Session item, which relates to a personnel matter, is requested to be added to the agenda.

Council Member Smith requested that the discussion of the TIGER Grant Application: Urban Multimodal Transportation Network be postponed until Thursday, March 19, 2015 because Council Member Glover is unable to be here tonight.

City Manager Lipscomb requested to remove consideration of revisions to the City of Greenville Neighborhood Traffic Calming Guidelines from the Thursday meeting agenda and to add it tonight's agenda replacing the discussion of the TIGER Grant Application: Urban Multimodal Transportation Network.

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

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



PUBLIC COMMENT PERIOD

Mary Lisa Brantley – 205 Nichols Drive

Ms. Brantley read and submitted the following written comments to City Clerk Carol Barwick:

“COPY”

1. On 11/12/2014, wildlife traps were set on my street, Nichols Drive, by a neighbor in collaboration with Greenville Animal Control. I was not aware of these traps being set. I did see Animal Control at her house and I called her and she 100% reassured me that my cat was not a problem, never went to her house and that I had nothing to worry about. She verbalized that she was only interested in trapping her next door neighbor, Scott's cat. And that she was tired of seeing dead stuff in her yard.
2. On 11/12/2014, my cat was trapped in a device set out by Greenville Animal Control. I did not know what had happened to my cat and I spent the entire night worried sick, walking the neighborhood calling my cat.
3. It took me two (2) days of searching, I discovered that my cat had been trapped. He spent all night in a cage and was returned to me terrified, hair was standing out like a porcupine, eyes fully dilated and he had an eye infection. He had been housed with a bunch of barking dogs. I missed several hours of work in order to rescue him. I had to wait two+ (2+) hours for Animal Control to come and release him. Helen's Grooming had to call them twice. No apology for the wait.
4. I had to pay \$35 for the return of my own cat. My license and personal information was collected through a process that made me feel like a criminal.
5. I am appealing that fine for these reasons:
 1. Per verbal conversation with the trapping neighbor, my cat was never a problem. I was even reassured by the neighbor.
 2. Officers failed to provide the proper legal notices to the residents of Nichols Drive letting them know traps were going to be placed. Neighbors on either side are required notification and signature on the permit. Per conversation with the Director of Animal Control, the trapping neighbor lied, she never notified her neighbor, "Scott", because her intention was to trap his cat.
 3. No effort was made to determine a reason for trapping or to determine a problem with a cat or other critter such as a possum or squirrel, or to otherwise work out a solution.
 4. The residents of my street were very upset by these traps since many of them have inside-outside cats with collars on that were also trapped and traumatized.



5. Our pet cats faced euthanasia because of this action.
6. Without a leash law, it is unfair to randomly trap residents' cats, especially without a valid reason for trapping or a simple warning.

Lisa Brantley

"COPY"

Don Cavellini – 101 Lancaster Drive

Mr. Cavellini submitted a petition to City Clerk Carol Barwick, and stated that the petition consists of 238 signatures. It reads as follows:

"COPY"

To Greenville City Council:

When Greenville city officials, both elected and appointed, make promises about improving the well-being of the entire city, it is the garbage collector, housing code enforcement officer, first responder, and other City laborers who make those promises happen.

If your promises cannot be kept without the worker's help, why are you allowing favoritism and unfairness in hiring, promotion, and discipline to erode the productivity and effectiveness of those very same dedicated workers?

We request that Carlton Dawson be appointed to the open Supervising Director of Code Enforcement position, that Mr. Ronnie Donely's friend NOT be given favored treatment for promotion within the Streets Maintenance Division of the Dept. of Public Works, and that the female Firefighter be given her just due re: promotion.

If you will not ensure that the City Manager promotes according to merit, job skills and performance, you will not get our vote in November 2015.

"COPY"

Mr. Cavellini stated that the people, who signed this petition, entrust the City Council with the importance of the things that are needed for them to survive in this City. The City Council should acknowledge every City of Greenville worker as an individual and for who they are. Many of the workers know their jobs and the jobs of their co-workers and some will do whatever it takes to get the job done, even if it is not in their job descriptions. If that does not appeal to the City Council then maybe the taxpayers should note the costs when the City does not work as efficiently as it could, if merit and experience were otherwise used for decision making.

There are stories about people who do not grasp training well or do not receive it all and after six months, City equipment is destroyed including a \$44,000 excavator used by the Public Works Department. These people continue to operate pieces of City equipment because they happen to be favorites of their supervisor. (This is related specifically to the Streets Maintenance Division.) Well-qualified workers leave the City because they do not



get acknowledged or rewarded for the work that they do or could do. That's expensive, because the City must train someone else.

Mr. Cavellini stated that it is estimated that the City has spent \$70,000 for attorney fees and countless staff work hours in fighting against righteous discrimination charges through the grievance procedure, Equal Employment Opportunity Commission and court cases. One employee is still in the very early stages of fighting her case and the City is still only deposing witnesses.

Laureen Anderson – 3660 Victoria Lane

Ms. Anderson stated that after meeting with some of the City Council Members and attending City Council meetings, she is continuing her research on the run down condition of her neighborhood. She was unaware that the City of Greenville received \$8.8 million from the federal government for the West Greenville 45-Block Revitalization Program and that East Carolina University (ECU) had contributed \$48,000 to the City for a code enforcement officer position. The City's code enforcement report indicates that only 475 inspections were conducted in West Greenville compared to over 1,000 inspections that were done in other parts of the City. Additionally, the City promised ECU that it would assign other code enforcement officers in the University area, but the City's report states that a code enforcement officer has been working on taxicab reports for two years and another one is working on files as their primary duties.

The citizens demand answers to their questions about a police officer assigned to a civilian code enforcement leadership position, cutting the housing renovation position affecting real changes in her neighborhood, a plan to make her neighborhood a ghetto so that the federal monies keep coming in for the City's buddies' pockets, and public policies being ignored, changed or neglected by City management. The citizens demand that the money from the federal government be used in their neighborhood as promised. The City's Director of Community Development made the statement that the citizens in her neighborhood are like crabs in a bucket ("a crab bucket"). Ms. Anderson said that they are not crabs in the bucket – they just have a different situation, and the Bible states that the poor will always be with you, and those citizens are not going anywhere.

Ms. Anderson submitted photographs of boarded up houses and poorly maintained properties to City Clerk Carol Barwick. These pictures were taken by her while she was driving in different sections of the City.

Kimberly Atkinson -3989 Sterling Pointe Apt #6

Ms. Atkinson stated that on January 27, 2014, Police Officer Scott George had no probable cause to arrest her for communicating threats to the dispatcher at the Greenville Police Department (GPD). The dispatcher gave a false statement and, while she did use profanity during their conversation, which is stated in the warrant, she did not threaten or harass the dispatcher. The City Council should speak to GPD officers about how they address situations and how they handle certain incidents. Because of her arrest, she lost \$7,000, including at least \$4,000 in attorney fees, her mug shot was posted in the publication, *The*



Jail Bird, and she was fired by her employer. The City Council should specifically speak to Police Officer George, the dispatcher and Sergeant Brian Fisher, who told her that if she ever came to the Police Department again, he would arrest her for trespassing. She has the right to visit GPD to obtain records of the incident.

Ms. Atkinson expressed her concern about City Manager Lipscomb not returning her telephone calls and what should be done about that. She also stated that City Manager Lipscomb should not be responsible for selecting another police chief. Ms. Atkinson made remarks about former Chiefs of Police Hassan Aden and William Anderson and Interim Chief of Police Ted Sauls. When she went to the Police Department to file her complaint about Officer George, no one came out to talk to her. She met the requirements for obtaining a record of the incident, and she has a recording in her possession.

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

Mr. Laffiteau stated that he was involved in a personnel matter at Sheppard Memorial Library. He has been living in Greenville about a decade and visited the City's libraries five times a week to gain access to the computer facilities to do managerial and academic research. On one visit, staff accused him of misconduct. He is trying to get that straightened out and he feels that what occurred is apophenia. His conduct was perfectly innocent and the Library staff misinterpreted it.

Mr. Laffiteau stated that City Attorney David Holec took some questions from him, on behalf of the City Council, and Director of Libraries Greg Needham answered the questions deposited by City Attorney Holec. There was no camera or film evidence to validate that there was any misconduct on his part. Also, there were no other patron complaints that he was guilty of any misconduct. In order to get around the barrier and with the lack of confirmatory evidence, he suggested that lie detector tests should be conducted. He would like some confirmation about whether his misconduct happened or was it apophenia that occurred.

Zachary Robinson -1010 E. 10th Street

Mr. Robinson made comments about the City of Greenville personnel promotion policy. He stated that it appears to even the most casual observer of City government that appointed officials such as the directors and assistant directors of departments and units of this City's administration follow their own policies, when it is convenient for them to do so. But, if it does not fit into their scheme of things, which may mean not getting their favorite candidate hired or promoted then their policies are skirted, manipulated and even bypassed to obtain the desired result. The example raised at a previous City Council meeting was Streets Superintendent Ronnie Donley passing up qualified candidates after the first posting for the Assistant Streets Supervisor position, only to repost the notice reducing the minimum requirements so that his handpicked favorite would then qualify. This is only one example of how the spirit of a policy is skillfully evaded.

Mr. Robinson stated that the citizens have even been informed of numerous examples of similar evasions, manipulations and violations of Greenville's policies and procedures,



since Streets Superintendent Donely's actions were made public. The written policies are woefully insufficient to help get the workers to provide the services that citizens, as taxpayers and voters, need and deserve, but elected officials have not even monitored the City's departments to make sure that even these inadequate policies are followed effectively. When citizens bring these facts to the City Council, they expect investigation and then action. Some of the City Council Members said that they would, but they have not communicated back with the citizens. It is difficult to say this, but the citizens speak truth, the power is in their vote and they will vote accordingly in November.

CONSENT AGENDA

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

- Minutes from the February 9, 2015 City Council meeting
- Amendment of the Interlocal Tax Collection Agreement with Pitt County
- Resolution accepting dedication of rights-of-way and easements for Firetower Junction Section Three (Resolution No. 017-15)
- Purchase of real property for Greenville Utilities Commission's Old River Road Regulator Station as part of GUC's Northwestern Loop High-Pressure Natural Gas Main Extension Project
- Resolution approving the extension of a lease agreement with the Greenville Industrial-Eppes High School Alumni Heritage Society for a portion of the C. M. Eppes Recreation Center (Resolution No. 018-15)
- Resolution declaring a police vehicle as surplus and authorizing its disposition to the Town of Bethel (Resolution No. 019-15)
- Contract award to KlingStubbins, Inc. d.b.a. Jacobs for architectural/engineering services for the design/construction of the Greenville Transportation Activity Center (Removed from the Consent Agenda for Separate Discussion)
- Contract award for the Green Mill Run Greenway/Bikeway Phase 2 Extension and resolution requesting a concurrence in award from the North Carolina Department of Transportation (Removed from the Consent Agenda for Separate Discussion)
- Report on bids and contracts awarded



- Budget ordinance amendment #7 to the 2014-2015 City of Greenville budget - Ordinance #14-036 and amendment to the Town Creek Culvert Capital Project Fund - Ordinance #13-048 (Ordinance No. 15-011)

Council Member Croskery requested that the contract award to KlingStubbins, Inc. d.b.a. Jacobs for architectural/engineering services for the design/construction of the Greenville Transportation Activity Center be pulled from the Consent Agenda for separate discussion.

Mayor Thomas asked that the contract award for the Green Mill Run Greenway/Bikeway Phase 2 Extension and resolution requesting a concurrence in award from the North Carolina Department of Transportation be pulled from the Consent Agenda for separate discussion.

Motion was made by Council Member Blackburn and seconded by Council Member Croskery to pull the two items from the Consent Agenda for separate discussion. Motion carried unanimously.

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

CONSENT AGENDA ITEMS FOR SEPARATE DISCUSSION

CONTRACT AWARD TO KLINGSTUBBINS, INC. D.B.A. JACOBS FOR ARCHITECTURAL/ENGINEERING SERVICES FOR THE DESIGN/CONSTRUCTION OF THE GREENVILLE TRANSPORTATION ACTIVITY CENTER - (Contract No. 2116)

Council Member Croskery requested that staff give a presentation explaining how far along the City has come with this project, how the City reached this decision and what were the qualifications for the contract award.

Public Works Director Kevin Mulligan stated that in October 2014, staff issued a Request for Qualification (RFQ) for architectural/engineering services for the design and construction management as well as for property acquisition, appraisals, surveying, Geotech work and all of the things that need to go into this contract for the GTAC. The City received eight proposals and the project team reviewed and narrowed them down to three excellent professional firms. Also, the project team met internally with the teams from each of the firms, ranked them and negotiated with the top firm, KlingStubbins, Inc. d.b.a. Jacobs. What set this firm apart from its competitors was its strength. Jacob's team covered all of the areas very well including showing a wide variety of building types and materials, their civil group, property acquisition, real estate appraisal and their surveying team with three of them being local. Ayers Saint Gross was also involved with the Dickinson Corridor Study, which brought some interesting insight to this team.



The contract work is for special design services for onsite and offsite, construction documents that the City will bid, and property appraisals, acquisition and relocation that will impact the property owners in the GTAC area. The contract price is a lump sum of \$879,965 (base architectural/engineering design services - \$480,820, special architectural/engineering services - \$85,000, construction administration - \$113,580, and property appraisal, acquisition, and relocation, surveying, Geotech, etc. services - \$200,565). This grant is a total of \$7.9 million.

Public Works Director Mulligan summarized the following contract timeline based on City Council approval of this contract award:

- City Council approval in March 2015
- Appraisal, acquisition, and relocation process begins in April 2015
- Concept presentations in late April 2015
- Design development presentations in July 2015
- Construction documents complete in late October 2015
- Appraisal, acquisition, and relocation process complete in December 2015
- Construction contract awards in December 2015
- Construction complete in December 2016

Public Works Director Mulligan delineated the location of the GTAC site on an aerial map and displayed pictures of what is currently located at the site.

Council Member Croskery asked staff to give information about the architectural design of the building. He stated that when the City builds a public space, especially one that is going to be used for a long time, receives heavy use and is at a prominent location (i.e. the parking deck), the City should make sure that it is not only well designed, but it is a well appreciated space aesthetically. He wants to make sure that the City has a good architectural team for that as well.

Public Works Director Mulligan responded that while the team is very strong, their architectural design work was ranked as number one. Jacobs is a large international firm and they brought beautiful examples of their architectural design for intermodal facilities from California, Texas, North Carolina, and Virginia.

Council Member Smiley stated that this is a subsequent phase of the project. The City has gone through two or three different phases to this point and it seems that the City is changing teams. One group was working on this project previously and currently the City is moving to a different group.

Council Member Smiley asked whether this is a logical place to change groups and whether the City was dissatisfied with the previous work that had been done.

Public Works Director Mulligan responded that it was not that the City was dissatisfied at all with the previous groups, but the City needed to put this out for RFQ as part of the



process to select a design consultant. The City could not have just given it to the current one. This would be a logical point to switch teams. The incumbent did an excellent job and presentation, but it was Jacobs' variety as well as their team arrangement that made them stronger.

Council Member Smiley asked if the bid process involves submitting prices or quotes initially or what is presented initially.

Public Works Director Mulligan responded that the City is essentially looking for information such as what are the firms' qualifications, what projects have they done and who were the prep and project managers, what are the size and locations of the firms' projects, and what sort of intermodal facilities have the firms done. The City is looking for a firm to demonstrate knowhow and technical expertise that has been shown previously. There may be some good architects, but they have never done a design for an intermodal facility. There are some unique pieces that the City is interested in, and the idea that someone is going to design this for the first time may not rank as well as a firm that has done this a dozen times.

Council Member Smiley asked after the selection of the best qualified firm, what is the next step.

Public Works Director Mulligan responded that the City would negotiate the contract price. That is standard and typical for all the City's contracts.

Council Member Smiley asked if the City feels like it loses a pricing negotiation at some point, when a firm feels like they have been chosen or whether the City has the ability to back up and go with someone else.

Public Works Director Mulligan responded the City does, if it cannot come to a resolution or agreement on what the price of this should be and there are design percentages that the City is looking for. Staff knows how much the improvement of roads, building and site are going to cost, and what the monetary amount should be for a project like this one.

Council Member Smith asked where Jacobs is located.

Public Works Director Mulligan stated that the lead of Jacobs is from Raleigh, North Carolina and the three subcontractors are from Greenville: ARK Consulting Group, Moore & Piner and Spruill & Associates.

Motion was made by Council Member Croskery and seconded by Mayor Pro-Tem Mercer to award the contract for architectural/engineering services for design and construction of the Greenville Transportation Activity Center to KlingStubbins, Inc. d.b.a. Jacobs in an amount of \$879,965. Motion carried unanimously.



CONTRACT AWARD FOR THE GREEN MILL RUN GREENWAY/BIKEWAY PHASE 2
EXTENSION AND RESOLUTION REQUESTING A CONCURRENCE IN AWARD FROM THE
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION – (Resolution No. 020-15)

City Manager Lipscomb stated that bids were received for the Green Mill Run Greenway/Bikeway Phase 2 Extension on February 13, 2015. Burney and Burney Construction Co. Inc. submitted the lowest responsive base bid in the amount of \$1,326,886.90. Public Works Director Kevin Mulligan will give the presentation.

Public Works Director Mulligan stated that this is a part North Carolina Department of Transportation (NCDOT) and part federal government funded project and the City owns 10 percent of the property. He delineated the expansion location of the project and the trail head that East Carolina University is paying for on the map, and he stated that the City received two bids: one from Burney and Burney Construction Co. and the other one from Sawyers Land Development with a higher bid. On this project, the City has \$1.6 million so there is a base bid and two alternates. The City is able to award the base bid and the one alternate bid for the East Carolina University extension.

City Manager Lipscomb stated that the City will be reimbursed 80 percent of the construction cost up to a maximum amount of \$1,622,312 from NCDOT.

Mayor Thomas asked about the completion of acquiring these tracts. City Attorney Holec responded that the City has the title to the property.

Mayor Thomas asked about the timeline for this project. Public Works Director Mulligan responded that the project will start in April 2015 and will finish towards the end of 2015.

Mayor Thomas asked about the total cost of the project and the property acquisition cost. Public Works Director Mulligan responded the construction total project cost is \$1,638,669.65. The City will be responsible for \$260,000 of that amount. The property acquisition cost is not completed yet, but it is within the construction price.

Council Member Croskery stated that he noticed that the trail skirts the back of built neighborhoods along the Green Mill Run along the forest, and there are a few areas of high density of youth through various neighborhoods. He is wondering if staff gave consideration to any required extra security to maintain this area safely and if the City had budgeted for that.

Interim Chief of Police Ted Sauls responded that just like the City has with the existing areas, the Greenville Police Department (GPD) patrols greenways with Segways and has been fortunate to purchase an electric motorcycle. Gas powered vehicles are kept off the greenways. Council Member Smith brought back information from a conference and the City was able to purchase one. As a loan, the City was able to use one for a significant period, but the electric motorcycle was picked up because it was needed elsewhere. GPD uses a rotating basis with its reserve officers and is currently doing it for a minimal



expense. Like a lot of GPD's other projects, that is something that GPD is absorbing into its current practices. Another avenue that staff looked at and briefly spoke about is putting in conduit and laying the foundation at least for devices such as blue light phones and proper lighting, as well as other things, when the funds become available. The goal is to get the pavement in first and then progress after that. He does not see any real concerns in terms of what GPD has seen on the existing greenway, and every piece will be different, but GPD is well-equipped currently to answer those issues.

City Attorney Holec stated that in response to the Mayor's inquiries about the completion of acquiring the tracts and whether the City can proceed with this contract, the City had to impose an eminent domain proceeding for one of these tracts and with the title to the property, the City can go forward with the contract. But, there has not yet been a final determination as to what the fair market value is for that property. Funds are budgeted, but there is a potential that fair market value could exceed budget funds.

Council Member Smith asked about the eminent domain for one of the tracts. City Attorney Holec responded that there is one tract that the City had to acquire through eminent domain because the City could not reach an agreement with the property owner.

Motion was made by Council Member Blackburn and seconded by Council Member Croskery to award a construction contract for the Green Mill Run Greenway/Bikeway Phase 2 Extension Project to Burney and Burney Construction Co., Inc. in the amount of \$1,638,669.65 and approve the attached resolution requesting a Concurrence in Award from NCDOT. Motion carried unanimously.

NEW BUSINESS

PRESENTATIONS BY BOARDS AND COMMISSIONS

Affordable Housing Loan Committee

Vice-Chairperson Walt Kitchen acknowledged the members of the Affordable Housing Loan Committee and summarized the Affordable Housing Loan Committee's function and its accomplishments and activities during the past year. He stated that the primary function of the Committee is to approve loans made under the affordable housing bond programs for first time homeowners, downpayment assistance, home mortgages and elderly homeowner rehabilitation loans. To make recommendations to the City Council for the purchase of land to be used for affordable housing development and to review other housing related policies deemed appropriate by the City of Greenville.

Vice-Chairperson Kitchen reported that during March 2014 to March 2015, the Committee has assisted the City of Greenville Housing Division in its efforts to extend and strengthen its partnerships among the public and private sector and to provide decent housing, establish and maintain a suitable living environment and at the same time expand



economic opportunities. This year the Committee approved downpayment assistance to two homeowners in the University area program at 800 North Hills Circle and 2209 East Fifth Street for a total of \$14,750. The Committee set just compensation for acquisition of properties in the West Greenville 45-Block area: 806 Douglas Avenue (\$3,000), 1318 West Fifth Street (\$28,000), 1616 Albermarle Avenue (\$15,000), and 600 McKinley Avenue (\$21,209.99) for a total of \$67,209.99. The Committee approved the following nonprofit organizations for CBDG funding: the Center for Family Violence (\$25,000), Boys and Girls Club of Eastern North Carolina (\$20,000), Literacy Volunteers of Pitt County (\$15,000), East Carolina University Lucille W. Gorham Intergenerational Community Center (\$15,000) and Life of North Carolina, d.b.a. STRIVE (\$25,000) for a total of \$100,000. The Affordable Housing Loan Committee reviewed federal and local government documents including the Annual Action Plan Review and the Consolidated Annual Performance Evaluation Report. Upcoming activities are Community Development Week, which is scheduled for April 6-11, 2015, and a presentation will come before the City Council on April 9, 2015 from the same subrecipients that the Committee granted or made funding recommendations for last year.

CONFIRMATION OF PREFERRED DATE FOR A POTENTIAL REFERENDUM ON A PROPOSED CHARTER AMENDMENT CHANGING THE LENGTH OF TERMS OF CITY COUNCIL

City Attorney David Holec stated that during the January 2015 Planning Session, the City Council received information concerning the process and potential advantages and disadvantages relating to a charter amendment to extend the length of City Council terms. Also, during the Planning Session, the City Council determined to further pursue considering the charter amendment with the following:

- 1) No change would be implemented before the 2015 election.
- 2) The amendment would be to change the length of terms of Council Members from two (2) years to four (4) years, with the terms being staggered, and possibly to also change the Mayor's term to a 4-year term.
- 3) The amendment would be accomplished by the option of amendment by ordinance effective only if approved by a vote of the people.
- 4) The referendum on this issue would be either on the date of the municipal general election on November 3, 2015, or the date of the primary election on May 3, 2016. Discussion occurred about scheduling the referendum on this issue on May 3, 2016, in order to have it on a different date than the bond referendum.
- 5) Community forums to receive input from citizens on the proposal to change the length of the City Council terms should be held.

City Attorney Holec stated that community forums have been scheduled for Tuesday, March 31, 2015 at 6:00 p.m. in the Council Chambers at City Hall and Thursday, April 2, 2015 at 6:00 p.m. in the Chapel at the Lucille W. Gorham Intergenerational Center. At these sessions, he will review the potential options and the advantages and disadvantages, and then solicit public comment during both of those forums. That will then be made available to the City Council to consider. Once that is determined the City Council will make a determination as to whether to further pursue this potential change.



City Attorney Holec explained why the City Council is considering this item at this time, stating that there is a scheduling issue as to when to bring the first initial step back to the City Council for consideration. If the November 2015 municipal election date is chosen, then the initial step would be brought back to the City Council on either the April or May meeting giving an opportunity to adopt the ordinance subject to the referendum, after having a public hearing at either the June 22, 2015 or August 10, 2015 meeting. If the City Council decides to wait until the May 16 primary date then the initial step would be brought to the City Council at the August 10, 2015 meeting or the September 10, 2015 meeting. Then the City Council would have the ability to schedule it for that primary date. If your decision is to have it on the May 2016 primary date, the City Council cannot start it at the same time as if the City would do the November election because of State law. That being once the City Council makes the determination, then it is scheduled for the first available election which is more than 70 days away. By deciding the scheduling issue, this action does not mean that the City Council will commence the process for the change. The City Council wants to receive public input before making that determination. This request is for scheduling so staff knows when to bring it back to the City Council.

Mayor Thomas stated that he requested to have public hearings because it is very important to give the citizens the opportunity to weigh in on a change of that nature, and he applauds the fact that the forums will be held in different parts of the City. He would much rather have public input as to whether the City Council proceeds with this at all or if the City Council does not proceed on what dates and what makes sense. In regards to what is happening in the North Carolina legislature, there are a number of bills that are in committee as well as in process potentially of being submitted regarding adjustments of structure with when elections will take and whether those will be partisan or nonpartisan. There are some movements afoot in Raleigh to reach down into the cities and across the entire State and potentially move all our elections to even years when other elections take place.

Motion was made by Council Member Smiley and seconded by Council Member Blackburn to confirm the May 2016 Primary Election as the preferred date for a potential referendum on a proposed charter amendment changing the length of term of the City Council.

Council Member Croskery stated that May 2016 will be a presidential primary election. Traditionally, a good turnout is expected for those compared to an off-year municipal election. That will also give the City Council an opportunity to have a broader base of voters to weigh in on it.

Council Member Blackburn stated that no decision has been made. If the City Council were to decide to do it after hearing from the public, the City Council will at least have this on the docket and build toward that.



There being no further discussion the motion passed unanimously to confirm the May 2016 Primary Election as the preferred date for a potential referendum on a proposed charter amendment changing the length of term of the City Council.

TIGER GRANT APPLICATION: URBAN MULTIMODAL TRANSPORTATION NETWORK
(Continued to the March 19, 2015 City Council Meeting)

REVISIONS TO THE CITY OF GREENVILLE NEIGHBORHOOD TRAFFIC CALMING GUIDELINES

City Manager Lipscomb stated that the guidelines were first developed in City policy in 2001 and updated and amended in 2008. It is seven years later, and the City has a number of neighborhoods that are requesting speed bumps. She asked staff to look at what other cities are doing, then to give the City Council an update and any recommendations for changes. Traffic Engineer Rik DiCesare will give the presentation.

Traffic Engineer DiCesare stated that the 2008 update to the Greenville Neighborhood Traffic Calming Guidelines added a weighted points system to the City's criteria. That system had a maximum value of six points obtainable to satisfy the criteria. He stated that the goals of the latest research are to:

- Place more emphasis on speed (rather than volume)
- Create a special condition section (to address unique variables)
- Investigate removing accidents from points rating system.

There are challenges with the existing scoring system and there is historical evidence of locations with speeding issues that do not have enough volume to satisfy the total criteria. Staff had true concern for roadways with neighborhood parks along them within the limits of the candidate location.

Based on the goals and a renewed best practice investigation, staff came up with new criteria for traffic calming including speed qualifiers making up 45 percent of that criteria, pedestrian activity of 25 percent, volume information of 20 percent and road characteristics of 10 percent. The new points system established this criteria and is now based on a 100-point maximum system. The new points system establishes a low and high priority location by its scoring method, 30 to 60 is low priority and anything greater is higher priority. It places emphasis on speed rather than volume, which is one of staff's key goals for this proposed system.

Traffic Engineer DiCesare provided a new table and he explained the sliding scale in each category stating that speed 0-45 points obtainable, pedestrian activity – 20 points, 5 points specifically can be provided if there are no sidewalks present. That is a very important aspect. Volume is 0-20 points and other factors are 0-10 points. Those other factors are typically roadway conditions or sight distance issues. Under the City's current criteria, a typical location with high speed and medium volume received 3 of 6 points required and



would not qualify. Under the new point system, the same location would receive automatically a minimum of 30 points, based on the speed of 35 miles per hour, which was 10 miles per hour over the 25 posted speed, and it qualifies for a traffic calming device.

A special conditions section is recommended because all locations have unique variables. Also, staff wanted to establish eligibility of a location, if a neighborhood park existed along the road and the location has a posted speed limit of 25 mph. Children are usually around these locations. With the fiscal impacts of this recommended update, staff anticipates approximately 10 percent to 25 percent yearly increase in satisfied criteria. The City will respond positively to 25 percent more requests based upon the new table. The current budget is at \$30,000.

Staff recommends that the City Council approve these revisions to the traffic calming guidelines because:

- Changes meet goal objectives
- Point system represents current best practices
- Evaluation emphasizes speed over volume
- Point system offers a method to rate low and high priority locations.

Motion was made by Council Member Blackburn and seconded by Council Member Smith to approve the revisions to the City of Greenville Neighborhood Traffic Calming Guidelines. Motion carried unanimously.

YEAR-TO-DATE FINANCIAL UPDATE AS OF FEBRUARY 28, 2015

City Manager Lipscomb stated at the City Council's January 2015 City Council Planning Session, staff gave a six-month update for this current budget year. Staff noted that there was a need for a few months of tax revenue to come in for the City Council to have a better idea of where the City's revenue picture would be. Director of Financial Services Bernita Demery will give a brief year-to-date financial update.

Director of Financial Services Demery stated that year-to-date net results have improved in the last two months with January 2015 being the City's largest collection month. Year-to-date, revenues exceed expenses by \$6.92 million.



Year-to-Date Results

		2015 YTD		2014 YTD	\$ Change	% Change	2015 Budget	%Rec./ Spent
Revenues	\$	56.25M	\$	54.05M	\$ 2.20M	4%	\$ 83.81M	67%
Expenses	\$	49.33M	\$	46.83M	\$ 2.50M	5%	\$ 83.81M	59%
Net	\$	6.92M	\$	7.22M	\$			

Director of Financial Services Demery gave a review of the City's top five revenues, stating that when revenues are compared year-to-year, as of February 28, 2015, the City is at a 4 percent increase on property taxes, but the City still may be \$610,000 under budget, which staff is estimating and projecting to year end. Although the *Property Tax* is up from 2014, it may be a few hundred thousand under budget. That is still within a close percentage of the budget for 2015, which is \$32,940,000. The City will be within \$600,000 of that. The *Sales Tax* is up 7 percent this year, which will offset the decline that the City has in property taxes for this year. Due to the State's new sales tax rate, the *Utilities Franchise Tax* is up 8 percent. That is an excellent source of revenue and the City will be within budget for that line item. *GUC Transfers* are up 11 percent and are projected close to the budget. *Rescue Service Transport* is up 5 percent this year and the City expects to meet its \$3 million budget for that revenue. Year-to-Date Revenues at the end of February were at \$56.25 million, 67 percent of the City's annual budget, and \$2.20 million greater than February 2014. As a reminder, the City had a property tax rate increase this year.

Director of Financial Services Demery summarized the City's expenses, stating that *Personnel* is up 2 percent over last year, which is credited to filling vacant positions and the 1.5 percent market increase to employees. The City is expecting to be \$2.6 million under budget, which is a positive variance for expenses. *Operations* is 2 percent over 2014 and there was quite a bit of an increase in 2014 (13 percent). Staff projects this category by the end of the year will still be almost \$2 million under what was budgeted for this year because of carryover items; those projects that the City transferred to the next year. Year-to-date expenses are \$49.30 million, 59 percent of the annual budget, and \$2.5 million greater than where the City was in February 2014.

Director of Financial Services Demery stated when looking at the City's net projection for fiscal year 2015, the City's revenues are at \$76.5 million and the expenses are at \$77.1 million.

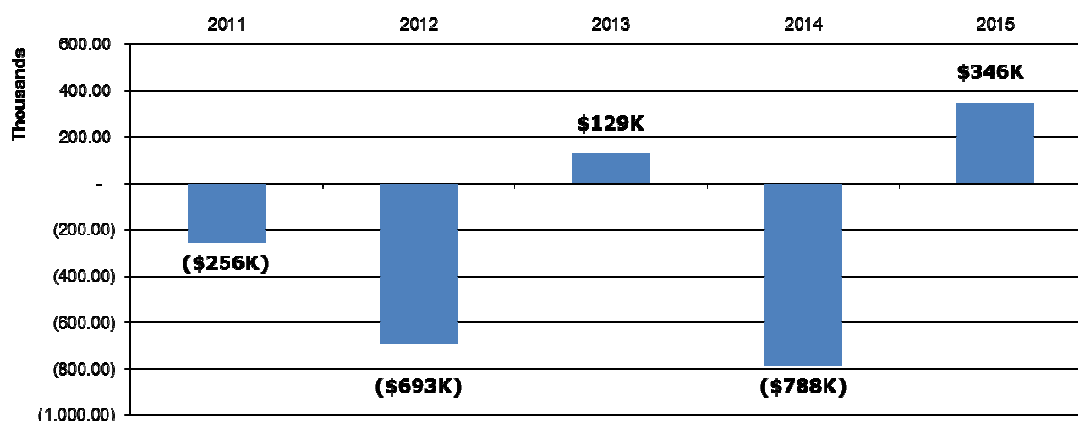


FY15 Net Projection

		Budget 2015	YTD 2015	Projection 2015
Revenues	\$	83,816,657	\$ 56,252,889	\$ 76,487,528
Expenses		<u>83,816,657</u>	<u>49,330,967</u>	<u>77,144,402</u>
Net	\$	-	\$ 6,921,922	\$ (656,874)

Director of Financial Services Demery stated that regarding the year-to-date recap for the General Fund, revenues are over expenses to date, capital expenses are in line with the budget, and the fund balance is projected to decrease but to remain within the 14 percent City policy. The Enterprise Funds Net Results have not changed that much since staff's update in January 2015. The Sanitation Fund Net Results do show improvements prior to last year, the City did have a fee increase and the following are the net results year-to-date for 2015, which is \$346,000 revenues over expenses.

Sanitation Fund Net Results



*Net results show improvement from prior year based on the execution of the 5-year plan

City Manager Lipscomb stated that not only did the City have the fee increases but the City also had some reductions in staff.

Director of Financial Services Demery stated that the City is seeing some greater efficiency in the Sanitation Fund as well as the Stormwater Fund, which are more project-driven so the timing of projects will significantly impact the Stormwater Fund. However, the City did adopt a seven-year plan and the City is on track with that. The City is projecting to have better results this fiscal year with the Health Fund. Contributions are currently projected to be over expenses so, in 2016, staff has proposed some decreases to the revenue side of the Health Fund because of the two years of good performance.



Director of Financial Services Demery summarized the 2016 Budget Schedule:

April 6 th	City Council preview of proposed City Budget
May 6 th	Proposed City, GUC, SML, and CVA budgets distributed to City Council
May 11 th & May 14 th	Proposed City, GUC, SML and CVA budgets presented to City Council presented to City Council
June 8 th	Public Hearing – FY 2015-2016 Budget
June 11 th	Consideration of adoption of the FY 2015-2016 Budget

Council Member Smiley asked if the budget versus the actual is the net of the projected fund balance transfers.

Director of Financial Services Demery stated that is correct. The fund balance is not a real number so it is not in the projection. Staff is projecting that the City will maybe use \$700,000 worth of fund balance. It was in the budget at \$7 million.

Council Member Smiley asked what did staff project the City's revenues to be without fund balance and what is that revenue projected to be net of fund balance.

Director of Financial Services Demery stated that in the projections, it is always the net of fund balance.

Council Member Smith asked about the difference in the GUC Transfers (\$6.4 million) and what the City had budgeted (\$6.5 million).

Director of Financial Services Demery responded that the exact number is unknown until after the audit so there were some variations in that formula of their 6 percent of total fixed assets less long term debt. Staff usually figures that part out during the month of November. A street lighting reimbursement is included in the GUC Transfers, and the City receives 50 percent of that monthly and the exact number is unknown until it occurs. Staff is still expecting GUC Transfers to be at or near budget.

Council Member Smiley stated that the City budgeted Personnel at \$50.6 million and that expense is projected to come in at over \$48 million. So, the City will underspend its Personnel budget by \$2.64 million, which is 5 percent.

Director of Financial Services Demery stated that in speaking with the Director of Human Resources, the City will consistently have maybe that 5 percent vacancy factor.

Council Member Smiley stated that \$2.64 million is \$.04 on the tax rate.

Director of Financial Services Demery stated when looking at all those expenses together, it is really \$6.6 million that the City will be under budget, but the City does not have the money to cover it. It would be taxes because the City's revenues would have to go up. The City put in a fund balance and some of it is required. When the City has encumbrances of



over, for example, \$2 million or \$3 million, the City has to transfer those encumbrances at June 30th. That is a part of fund balance because it is supposedly expenses that the City did not incur until the next fiscal year. Of course, the City plans for those because Greenville is an ongoing city. If Greenville was a city that ended operations at June 30 and quit existing, then the City would not have the carryover of those encumbrances. The \$2 million or \$3 million ends up being for the capital projects.

Mayor Thomas stated that there are always projects that are delayed or things that happen. For example, last year, there were City project carryovers from one year to the other. So on paper it looks like the City has a shortage, but really the city is moving it over to the new year.

Council Member Smiley stated that he is concerned that the City is this far off on such a large part of its budget, when the City Council is making decisions about whether to spend another \$200,000 or \$300,000 or as they have to save \$500,000 because the State does something. If the margin of error is on Personnel and it is five times what those amounts are, then the City Council's efforts to be cautious, prudent and deliberate is like watching the dimes, but the dollars are out of control. He would like the City to do a better job of projecting its actual personnel expenses.

City Manager Lipscomb responded that the City Council had that discussion during its Planning Session, and staff and City Council will consider and look at whether some adjustments can be made during the budget process.

Council Member Blackburn stated it would be a shame to get into a situation where the City is not able to hire or to do the kind of programs that are needed to recruit personnel. For instance, the City is doing a police chief search and that cost was unforeseen and a significant amount of money. While looking at adjustments is a great idea, the City probably needs the ability to have some flexibility in case of the need to look for or replace a large number of staff members.

Council Member Blackburn stated that at one time, the City was having about \$1 million a year in Greenville Police Department (GPD) overtime. Council Member Blackburn asked what is the current situation and is that overtime part of the \$2.64 million or is it even a relevant matter anymore.

Director of Financial Services Demery stated that staff receives that report monthly, and she can get that information to the City Council.

City Manager Lipscomb stated that staff will consider the GPD overtime and she gave examples of what other cities are doing. Some communities opt to add more employees, but there is overhead including pensions, retirements, etc. Some just basically allow a certain amount of overtime to supplement, when needed, and not necessarily add full-time positions. It depends upon the philosophy that is wanted in a community.



APPROVAL OF CHANGES TO THE FY 2015 VEHICLE REPLACEMENT LIST AND BUDGET
ORDINANCE AMENDMENT #8 TO THE 2014-2015 CITY OF GREENVILLE BUDGET
(ORDINANCE #14-036) – (Ordinance No. 15-011)

City Manager Lipscomb stated that ordinarily this item appears under the Consent Agenda because there are usually only a few adjustments to be made to the Vehicle Replacement Fund. Due to several unexpected mechanical problems and cost increases for City vehicles and equipment, the City Council should receive details about these changes that staff is proposing for FY 2015. Public Works Director Kevin Mulligan will make the presentation for this item.

Public Works Director Mulligan stated this request is to modify the Vehicle Replacement Budget with an increase in the amount of \$677,326. That will enable the City to purchase 10 replacement vehicles. Three vehicles were totaled this year, but there were no bodily injuries and that is the testament to the fact that the City has new vehicles with state of the art equipment.

Public Works Director Mulligan stated that for FY 2015, staff is requesting the following adjustments:

Replacement FY 2015:

Unit	Vehicle	Proposed Replacement Vehicle	Cost of New Vehicle
6404	2005 Chevrolet C150 Pickup Truck	Ford Escape Eco Boost AWD	\$ 28,500
20003	2004 Ford Taurus	Ford Escape Eco Boost AWD	\$ 28,500
6856	2009 72" Mower	Exmark Laser Z	\$ 15,500

Units Needed Due To Higher Maintenance Cost:

5107	2002 GMC TC7H042 Knuckle Boom	Knuckle Boom Truck	\$160,000
5794	2004 Freightliner Knuckle Boom	Knuckle Boom Truck	\$160,000
8177	2009 BMW Motorcycle	BMW Motorcycle	\$ 30,000
8178	2009 BMW Motorcycle	BMW Motorcycle	\$ 30,000
5928	2004 GMC Rear Loader	Autocar Side Loader	\$280,000

**Total Loss Vehicle:**

7099	2011 Ford Escape (Insurance \$11,000)	Ford Escape Eco Boost AWD	\$ 28,500
8189	2014 Ford Interceptor (Waiting Insurance)	Ford Interceptor Police Package	<u>\$ 37,500</u>
		Total	\$798,500
		Remaining FY 2015 Budget	<u>(\$121,174)</u>
		Required Amendment Amount	<u>\$677,326</u>

Public Works Director Mulligan summarized the reasons for replacing some of the vehicles, stating that two Knuckle Boom trucks are breaking down and it would be expensive to repair or upgrade them - one would cost approximately \$30,000 and the other would cost \$15,000. The Ford Taurus is well beyond its useful life and experiencing downtime in the Stormwater Division. The 72" Mower is scheduled for replacement next year, but it would be helpful to get that in the spring during the growing season rather than in the fall. Two BMW motorcycles for the Greenville Police Department (GPD) are nearing the end of their useful life and the maintenance costs are increasing. There are two total loss vehicles, a Ford Escape assigned to the Building Inspections Division and a Ford Interceptor for GPD.

Council Member Smith asked if staff is recommending that the City take this money out of the Vehicle Replacement Fund early. Public Works Director Mulligan responded that is incorrect. This money would come from the fund balance of the Vehicle Replacement Fund.

Council Member Smith stated that as she recalled during a previous discussion about the Vehicle Replacement Fund, staff received accolades for the maintenance that was being done to extend the life of City vehicles. She wants to make sure that vehicles are not just being replaced because the money is available and the City is deferring any maintenance expenses if possible, and that the City is still making fiscally sound decisions.

Public Works Director Mulligan stated that the City follows the practices of the American Public Works Association and the economic theory of vehicle replacement. If a truck cost \$150,000 and the City is spending \$30,000 to repair the hydraulic boom, it does not make fiscal sense for the City to do that repair. It would be better to replace and surplus that Knuckle Boom truck. A few of the City vehicles have been totaled and most of the others are beyond their useful life.

Council Member Smith made comments about other departments wanting to purchase vehicles that would better suit their department. She wants to make sure that the City is being responsible as far as transferring vehicles to other City departments rather than purchasing new vehicles.



Public Works Director Mulligan stated that the City is moving the 2005 pickup truck over to the Recreation and Parks Department to replace a 1990 pickup truck that is an operational challenge. That truck is an older vehicle with low mileage and it is being replaced in that department.

Mayor Thomas asked if the City is dispensing these vehicles because the City has a new agreement with the local auctions in Greenville. Mayor Thomas stated that the City just gifted one vehicle to the Town of Bethel to put to good use.

Public Works Director Mulligan responded that the requirements of the City's current surplus program are being followed and staff reaches out to the Purchasing Division for help with the exact methodology. The value of the truck gifted to Bethel actually goes back into the Vehicle Replacement Fund.

Motion was made by Council Member Croskery and seconded by Council Member Blackburn to approve the amendments to the Vehicle Replacement Fund in the amount of \$677,326 and to approve budget ordinance amendment #8 to the 2014-2015 City of Greenville budget. Motion carried unanimously.

REVIEW OF MARCH 19, 2015 CITY COUNCIL AGENDA

The Mayor and City Council reviewed the agenda for the March 19, 2015 City Council meeting.

COMMENTS BY MAYOR AND CITY COUNCIL

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

Council Member Blackburn made comments about the remarks made by Ms. Mary Lisa Brantley during the Public Comment Period. She stated that staff should make sure that they are not picking up animals that belong to people, and hopefully, the City will consider, with compassion, Ms. Brantley's request.

Mayor Thomas thanked Ms. Laureen Anderson for sharing her photographs with the City Council. He stated that because consistent public comments have been made during the past three meetings about how the City handles human resources, there may be some misunderstandings or questions that need to be answered. Mayor Thomas asked staff to set up a meeting with Ms. Anderson, Mr. Moses Teele and others. Additionally, Mayor Thomas asked staff to give a presentation at the April 2015 City Council meeting about the City's plan to modernize the way the City hires and promotes employees.



CITY MANAGER'S REPORT

City Manager Lipscomb invited the Mayor and City Council to attend the Open House for the East Zone Substation scheduled for March 19, 2015, 2:00 p.m. - 4:00 p.m. at 3195 East Tenth Street, Suite A. She stated this new Greenville Police Department substation will serve as the headquarters for the East Zone officers and commander. The location was chosen due to its proximity to heavily traffic areas, and there are some issues of crime and hotspots in that area. The intersection of Tenth Street and Greenville Boulevard has served as a gateway for the City for years and will continue to be a central location for public safety efforts in the City. The office will be open Monday through Friday during regular business hours, 8:00 a.m. - 5:00 p.m.

CLOSED SESSION

Council Member Blackburn moved to enter closed session pursuant to G.S. §143-318.11(a)(1) to prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes, said laws rendering the information as privileged or confidential being the Open Meetings Law; G.S. §143-318.11(a)(4) to discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body; 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 Smith seconded the motion, which passed by unanimous vote.

Mayor Thomas declared the City Council in closed session at 8:10 p.m. and called a brief recess to allow Council Members time to relocate to Conference Room 337.

Upon conclusion of the closed session discussion, motion was made by Council Member Croskery and seconded by Council Member Smith to return to open session. Motion was approved unanimously, and Mayor Thomas returned the City Council to open session at 9:14 p.m.



ADJOURNMENT

Motion was made by Council Member Smith and seconded by Council Member Croskery to adjourn the meeting. Motion carried unanimously. Mayor Thomas declared the meeting adjourned at 9:15 p.m.

Respectfully Submitted

A handwritten signature in cursive script, reading "Polly Jones", is positioned above the printed name.

Polly Jones
Deputy City Clerk

PROPOSED MINUTES
MEETING OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
MONDAY, APRIL 6, 2015



The Greenville City Council met in a regular meeting on the above date in the Council Chambers, third floor of City Hall, with Mayor Allen M. Thomas presiding. Mayor Thomas called the meeting to order at 6:00 p.m. Mayor Pro-Tem Mercer asked those present to observe a moment of silence, followed by the Pledge of Allegiance.

Those Present:

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

Those Absent: Council Member Rose H. Glover

Also Present:

Richard Hicks, Interim Assistant City Manager; David A. Holec, City Attorney; Carol L. Barwick, City Clerk; and Polly Jones, Deputy City Clerk

APPROVAL OF THE AGENDA

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

PUBLIC COMMENT PERIOD

Keith Cooper – PO Box 30103

Mr. Cooper stated that when hearing about hiring and promotional practices from City of Greenville employees, he sometimes wonders if their dreams of maximizing their talents and professional abilities are being deferred. The late great poet, Langston Hughes, admonished people about the dangers of a dream deferred. Mr. Cooper read the following poem:

A Deferred Dream
by Langston Hughes

What happens to a dream deferred?

Does it dry up
like a raisin in the sun?



Or fester like a sore--
And then run?
Does it stink like rotten meat?
Or crust and sugar over--
like a syrupy sweet?

Maybe it just sags
like a heavy load.

Or does it explode?

Mr. Cooper stated that recently, people have heard speakers criticizing the policies, procedures, and practices related to hiring in the City. Hence, the horse is out of the barn. The City should hire an independent consultant to review the hiring policies and procedures and make recommendations, when necessary. If current policies are enforced across the board, then the complaints will become minimal. For example, a consistent policy is needed for promotions and job postings. The City Council does not belong to Council Members; it belongs to the citizens of Greenville. Moreover, if Greenville is to become that shiny city on the hill, the City Council must ensure that basic fairness and equality of opportunity take precedence over cronyism and job discrimination.

Mr. Cooper read the last stanza of "Stopping by Woods on a Snowy Evening", a poem by Robert Frost: "The woods are lovely, dark, and deep, But I have promises to keep, And miles to go before I sleep, And miles to go before I sleep. " He stated that there is no time to sleep until the City Council's promises to voters are kept and all City employees are treated with respect and dignity, and salaries are commensurate with work experience and competence.

Bill Clark – No Address Given

Mr. Clark stated that the passing of the bond issue is extremely important because the City's streets are falling apart. He made comments about some of the items proposed for its usage, stating that not all of the items that the City Council has on the list totaling \$8-\$13 million dollars were recommended by the Bond Advisory Committee. For instance, the greenway improvement in the amount of \$750,000 is not included in the Committee's recommendations because the City normally receives a grant of 90 percent to do a greenway. Personally, he feels that the greenway improvement could be delayed and the City could get the grant later. The 5th Street improvement, which probably needs to be done, is not one of the Committee's recommendations, and that money would probably be better used on other street improvements.

Mr. Clark stated that members of the Bond Advisory Committee recommended a few items because they were afraid the general public would not pass more than what they recommended, which is not enough. The street being proposed for improvement will use up a huge amount of the money that the City Council has allocated in the bond. A million dollars does not go far when improving streets is involved. The City still needs another



\$2.5 million a year to get the job done, and if the City does not get that money from the budget or somewhere, the problem will not be solved. In order to get the bond passed, the City Council should talk upfront with the citizens about the \$2.5 million a year needed for street improvements.

CONSENT AGENDA

Interim Assistant City Manager Richard Hicks introduced the following items on the Consent Agenda:

- Minutes from the February 12 and March 23, 2015 City Council meetings
- Water and Sewer Capital Project Budget Ordinances and Reimbursement Resolution for Greenville Utilities Commission's relocation of utilities for the Town Creek Culvert Improvements Project - (Ordinance Nos. 15-14 and 15-015; Resolution No. 021-15)
- Amendment to the contract with W. K. Dickson & Co., Inc. for Task Order 2 (final design) for the Town Creek Culvert Drainage Project (Contract No. 2096A)
- Amendment to the contract with CDM Smith for the Northern Watershed Master Plans (Removed for Separate Discussion)
- Resolution declaring ten vehicles as surplus and authorizing their disposition by public auction (Resolution No. 022-15)
- Approval of purchase order request for two knuckle boom trucks for the Sanitation Division
- Approval of purchase order request for three side-loader refuse trucks for the Sanitation Division
- Contract award to lease parking pay stations and handheld ticket devices (Removed for Separate Discussion)
- Various tax refunds greater than \$100

Council Member Smith requested that two items, including the amendment to the contract with CDM Smith for the Northern Watershed Master Plans and the contract award to lease parking pay stations and handheld ticket devices be pulled from the Consent Agenda for separate discussion.



Motion was made by Council Member Blackburn and seconded by Council Croskery to pull the two items from the Consent Agenda for separate discussion and to approve the remaining items under the Consent Agenda. Motion carried unanimously.

CONSENT AGENDA ITEMS FOR SEPARATE DISCUSSION

AMENDMENT TO THE CONTRACT WITH CDM SMITH FOR THE NORTHERN WATERSHED MASTER PLANS (Contract No. 2079A)

Council Member Smith asked staff to give more information about the Watershed Master Plans, which definitely affects her district on a regular basis. There are current issues about which she is receiving several telephone calls from the citizens, and this is something they want to hear more about.

Public Works Director Kevin Mulligan stated that this is an amendment to the Watershed Master Plans for \$24,515. There are three contracts and this particular one with CDM Smith is for the northern watershed. Previously, this contract was costed out based on the City's pilot study program, the Meetinghouse Branch Watershed Master Plan. The infrastructure numbers for Meetinghouse Branch are some of the general numbers that CDM Smith and the City agreed on for a unit cost price for inspection of pipe infrastructure, manholes, catch basins, but the Meetinghouse Branch estimate did not equate well with the northern watershed, which actually has the inner City in it. There are quite a few more structures there and this amendment request is to accommodate all of those as well as some of the other structures north of the river.

Council Member Smith asked if the additional money for the contract amendment is because of the misalignment with what CDM Smith expected in the beginning. Also, Council Member Smith asked about how this will help resolve additional problems within the northern area.

Public Works Director Mulligan responded that there will be several hundred more structures. Originally, the structures estimate was 1,830 and there are 2,845, over 1,000 additional structures. The City will have the infrastructure and conditional assessments and will be able to model those more effectively.

Council Member Smith asked whether the City will have an aggressive plan for the next step, after the assessments, or something that will possibly sit on the shelf.

Public Works Director Mulligan responded when the inventory is actually completed, staff will begin to model the primary and secondary areas and look at what improvements are needed system-wide to get the City to a 10-year conveyance. The City is a long way from being able to convey a 10-year storm and a 6-7 inch rainfall, but the City has made a tremendous amount of progress with some of its operational practices. Some of the roads



do not flood as frequently or do not flood at all. The City will model that and see what sort of capital improvements are needed and prioritize all of those capital improvements city-wide. The stormwater utility will pay for the Town Creek Culvert and those capital improvement projects. There will be a significant investment to get the City to a 10-year conveyance over the next 15-20 years.

Council Member Smith stated that based on the 10-year conveyance information given, if there are not many citizens living in a certain area, their problems will be placed on the back burner. And the City will deal with the projects where most of the population may be. The population north of the river does not need a 5-year or 10-year or 500-year storm – they are in trouble (i.e. flooding in their driveways) if there is a 2-day rain period. Pictures of ditches where algae are forming were sent to Public Works Director Mulligan because people are concerned about possible health related issues.

Public Works Director Mulligan responded that is a bigger problem, and the infrastructure within the City is being looked at to determine the best way to handle and convey that. There are many problem areas in the City, and north and east of its boundaries are non-contiguous. The City maintains its infrastructure but as stormwater leaves the City, it flows through private land that may have a dam or some sort of obstruction. The City could do 100 percent maintenance and all of the water could be moving from areas north of the river, but once it hits that wall on a private piece of property then the City has a problem and it backs up. It is a holistic problem where the City is reaching out to the Department of Transportation, railroad and County to see what sort of measures can be done to improve stormwater globally.

Council Member Smith asked whether this assessment covers those issues. Public Works Director Mulligan responded that this covers it within the City and it will look at stormwater within the extraterritorial jurisdiction. A few weeks ago, staff met with the County about extending this study into the County's reaches. The watersheds do not follow the political boundaries or geopolitical boundaries – they follow their geographic boundaries.

Council Member Smith stated that because of being on the outskirts and in the City, District 1 might be placed last unless the County and DOT come onboard with the City.

Public Works Director Mulligan stated the City is continuing those conversations to make sure that the City's efforts are mirrored with their efforts or their efforts help the City and vice-versa.

Council Member Smith asked that staff send her updates.

Council Member Croskery asked what caused the estimate on the number of structures to be so far off.



Public Works Director Mulligan responded that the City was unaware of how many structures were out there because a complete assessment had never been done on the City's stormwater system. Presently, the City knows the size and condition of the pipes and how the stormwater travels, and now it can be modeled.

Motion was made by Council Member Blackburn and seconded by Council Member Smiley to approve the proposed contract amendment for \$247,515. Motion carried unanimously.

CONTRACT AWARD TO LEASE PAYING PAY STATIONS AND HANDHELD TICKET DEVICES

Director of Community Development Merrill Flood explained that this item is a result of changes in technology. In 2008, the City implemented its first round of using parking pay stations and handheld ticket devices. It is all designed to provide a more efficient way of parking enforcement and parking turnover of high volume spaces so that the public has spaces readily available, when needed. Staff has experienced several malfunctions with the current system, but more importantly the 2G service was scheduled to end January 1, 2015. Although it has not ended yet, the City is still in that period of any day that the service could be taken away.

The vendor that provided the City's parking pay stations, the Duncan Company, has not provided the City with a solution. In November 2014, a team of City staff was assembled to discuss what should be done with this system that was about to become inoperable for the City and how to continue parking enforcement in the uptown area. The City issued a Request for Proposals (RFP) shortly thereafter, responses were received in January 2015, and vendors were evaluated in February 2015.

During that time, one of the vendors had provided the City two pay stations free of charge for testing purposes, and the City was responsible for payment of the merchant and/or internet use fees, if any. As a result, the five vendors that submitted a proposal were invited to give an onsite product demonstration and to receive an interview. The team determined that the best product, system and pricing for the City were offered by Hectronic, Inc. and they were the ones that provided the test units.

Director of Community Development Flood stated that originally, the City had eight pay stations that they purchased from Duncan, six were implemented and two were scheduled to go into the parking deck. Because of the technology issue, they were not put into service. The City's RFP requested 12 pay stations, as well as eight handheld ticket devices. The City currently has six handheld ticket devices with only four being used by the parking enforcement officers because two are inoperable. Staff is experiencing several changes with both technologies; however, they are both designed to work together so that one system talks to another to allow parking enforcement.

The idea was to replace existing parking pay stations with new pay stations and, after a public involvement and information timeframe, the new parking pay stations will be introduced in areas where need had been determined. There have been some past



discussions about implementing them along the Evans Street Mall, around the courthouse, and in areas around the parking deck. On January 26, 2015, there was a meeting at Sheppard Memorial Library with merchants to give information about all parking issues including E-tags, the parking deck as well as the parking pay stations process.

Director of Community Development Flood stated that staff is recommending the execution of a contract to lease these machines as opposed to purchasing them at this time.

Council Member Blackburn stated that her experience with pay stations is the one in front of Chico's, which has been down as much as it has worked. She has never known how to respond. The City's Uptown District is healthy and booming, and the City wants to discourage overuse of some parking spaces, but still make sure that the City has that welcome mat out. Her concern is with the expansion of paid parking to any area where it is not currently in place.

Director of Community Development Flood stated that certainly, this gives the City that ability over time. It would not be envisioned by staff to implement it immediately upon replacement at those existing locations. However, there has been a careful conversation and discussion by the Police Department as well as others about which spaces the City needs to encourage high turnover. Obviously, parking is a system that the City wants to have turnover in its high volume locations so that people can get a parking space. That is always sort of a balancing act and there has been a source of discussions over time. Nothing would be done immediately. The City will get such good pricing by going ahead and upgrading for the future so staff continues to have those conversations.

Mayor Thomas stated that he received several telephone calls from citizens, who are business owners in the uptown area. This is a bit of a sensitive topic because people can park at the mall without any hassles and shop, but in the uptown area, where the City is trying to foster growth, parking needs managing. His concern is the City's attempt to be customer focused. When it comes to parking, the customer focus component is creating a conducive business environment where the City's partners in the uptown area and the City's business owners are and also the citizens and visitors alike, who want to park their vehicles and do shopping and help to breathe life and environment activity in the uptown area. Without that, it does not work and all that dies.

Mayor Thomas asked whether staff asked individual business owners in the uptown area about what they have seen in other cities and what they like and dislike about the City's parking system. Mayor Thomas also asked if the City received feedback about the two test pay stations before moving toward buying 12 of them.

Director of Community Development Flood responded that he is not aware of any particular comments that were received by staff at the January 2015 meeting that indicated there was an aversion toward this program. As far as how the beta test machines have run, the parking enforcement personnel can respond since they are there daily and see the system at work.



Code Enforcement Officer Corey Barrett stated that in comparison to the service and products that the City had with the Duncan Company, the test devices have worked really well. There have been some minor issues, i.e. batteries, and a lot of that is attributed to where the pay stations are currently located. With them being blocked by some of the buildings and around the University, the parking enforcement officers have only had a couple of issues with the credit card readers. They call and the companies tell them how to solve the problems. Presently, he has received nowhere near the amount of emails and alarms that were received while using the Duncan Company's products and services.

Code Enforcement Officer Barrett stated that some meetings have been held, but he is unaware of staff visiting each individual establishment for feedback. Staff can certainly do a survey to see what the uptown business owners would like to do.

Mayor Thomas asked about the City's model for the new system and whether Raleigh, Greensboro, and Charlotte are using this system.

Director of Community Development Flood responded most of the cities that were mentioned are using some form of parking pay stations. Raleigh is using the Duncan Company and in the process of switching over as well as some of the other cities. All of the cities are hitting that same critical point where the technology has grown and they are beginning to change vendors, but many cities using the Duncan Company machines are beginning to experience the same sort of problems as Greenville.

Mayor Thomas stated that he received feedback such as the 30-minute parking areas are of a concern because some people are spending longer in some of those short-term parking areas in the Cotanche Street area, and those are the same vehicles over and over again. On Fridays at 5:00 p.m. – Monday at 8:00 a.m., the City parking lots at Five Points Plaza and many other areas are now inundated with student sticker parking instead of them parking at Mingus Coliseum. They are working the system based upon what is available to them. The weekend is a very important business time for retailers and restaurants and individuals, who are not even from North Carolina, are literally coming in to the City and parking 2-3 days and using a lot of spaces in those areas.

Mayor Thomas asked whether the City has a strategy to deal with that situation.

Code Enforcement Officer Barrett stated that would probably require a change in the City's ordinance, which is currently enforced Monday through Friday.

Mayor Thomas stated that he also received feedback about the current pay stations causing first and second time users to make three trips to their cars: 1) leaving their car to go to the pay station 2) returning to their cars for their license plate numbers because they cannot remember them and going back to make the payment 3) returning to their cars to place a parking sticker in their car window. The goal is to keep it simple. However, the uptown business owners do appreciate the sale of tokens inside of businesses, which is a good concept that really helps.



Council Member Smith asked staff to give further information about the 2G service, which is scheduled to expire.

Director of Community Development Flood stated that the internet carrier service is built on for the existing pay stations which are on a 2G sort of platform. Anything that uses a 2G technology for internet based coverage will eventually go away.

Council Smith asked how long has staff been aware that the service was expected to end January 2015.

Director of Community Development Flood responded that around the fall of 2014 is when staff first realized that the City had a real problem coming forward that the service was scheduled to end January 1, 2015.

Council Member Smith stated that the City wanted to replace the old ones and not add anything new, but staff wants to add two new pay stations in the parking deck.

Director of Community Development Flood stated that it is adding something new. However, when the parking deck was being built, the decision was made to have paid parking in the deck by these meters. It did not seem reasonable to put these systems in then have to pull them back out to replace them with something else as it would confuse patrons. Therefore, they were not installed at the grand opening of the parking deck.

Council Member Smith asked how long ago were the Duncan Company pay stations changed to even test the new ones.

Code Enforcement Officer Barrett responded they were installed in May 2014.

Council Member Smith stated that the City had an opportunity to invite proper engagement with the business owners to keep them involved. Citizens and business owners have concerns about system security because license plate numbers are being provided. Where does that information go? If the City has public engagement like it should, there is transparency and those questions can be answered and business owners can share that with their customers. People should be aware that the two new pay stations are being installed at the parking deck.

Code Enforcement Officer Barrett stated there would be warning periods and the code enforcement officers would not just go in and start writing tickets because people would not be aware of the pay stations in place. Informing the public about the new pay stations would be handled similarly to implementation of new parking regulations in the University area. Flyers would be placed on vehicles parked in the area to educate citizens and there would be information on GTV9 and through various City social media applications.

Mayor Pro-Tem Mercer stated that he had conversations today with Bianca Shoneman, Director of Uptown Greenville and Michael Glenn, a business owner. He sent them an email



concerning their questions about the meters and he asked them whether they feel this agenda item is sufficiently narrow, whether it is okay to proceed with it, if there are any questions that can be addressed in ongoing discussion or whether they would like this agenda item pulled. The two of them responded that they had spoken to Director of Community Development Flood and have some clarity on what the direction is going to be and that they have no problems with moving forward with this agenda item.

Mayor Thomas stated that since there will be agenda items for the April 20, 2015 meeting, he would like to give people more time but he does not want to do feedback just for window dressing. If people have some legitimate concerns, then the City may want to go back and look at whether another system is more conducive for a business climate here.

Council Member Blackburn asked about the parking pricing or parking timing structure for the parking deck.

Director of Community Development Flood responded that there are some leased spaces as well as two-hour meters.

Council Member Blackburn asked whether there will be pay stations for the entire deck.

Director of Community Development Flood responded that there will be two floors with pay stations.

Economic Development and Revitalization Manager Carl Rees explained that it has always been in the plan to have one-half leased parking and one-half meters at the parking deck and that was also part of the financial plan for the parking deck. Even before the parking deck opening, it was made clear at the January 2015 public meeting with Uptown merchants that the City is going to make the parking deck two-hour free until the City procured its new parking meters and installed them. The City is not expecting to receive a huge amount of money from those pay stations on the first two floors, but every bit counts.

Director of Community Development Flood explained that with the Duncan meters in 2008, there was an extensive public interaction period to announce what was coming, what it was going to look like and how it was going to work. Before the City would roll out additional meters, the City would go through a similar process because of its effectiveness. It was probably a month or two before the City actually turned the machines on and people actually had to pay any type of penalty.

Council Member Blackburn asked if the two-hour free parking will remain on the top floor.

Economic Development and Revitalization Manager Rees responded that the third and fourth floors are leased.

Director of Community Development Flood stated that the first and second floors would be metered.



Council Member Croskery asked with the new technology and the City's vendor, whether staff has discussed the ability to upgrade as technology changes.

Director of Community Development Flood responded staff had that discussion and that is the reason for selecting a lease this time. Heltronic has a good track history of constantly providing upgrades and part of their structure does provide for upgrades of the system. Under years three-five of the lease terms, the City may have to buy a contract, but the first three years are already being paid in the lease cost.

Council Member Croskery stated that there are lots of items in the equation. He asked if consideration had been given to the cost of staff time for checking meters versus the labor savings with handheld devices and whether that justifies the cost of the devices.

Council Member Croskery also asked whether a cost analysis has been done to compare how much revenue will the City receive versus its expenditure to control parking.

Director of Community Development Flood stated that staff will certainly get those answers for the City Council. There is a price for service and the City is trying to make sure that is done. One of the things missing is violation collections from out-of-state violators, which is a huge issue for the Code Enforcement Division because there is no way of tracking them. This system gives the City the ability to recapture some of those costs that are being lost right now.

Motion was made by Council Member Smiley and seconded by Council Member Croskery to approve the request to allow the leasing of the equipment and authorize the City Manager to execute the contract.

Motion was made by Mayor Pro-Tem Mercer and seconded by Council Member Blackburn to table this item for the April 20, 2015 City Council meeting.

Council Member Smith asked staff to meet with the business owners before April 20, 2015 about this rollout and putting this system in the parking deck. She also requested more information on future rollout plans.

Council Member Smith asked about the cost per year, if the City decides to award this contract on April 20, 2015.

Director of Community Development Flood responded that \$21,035 would be the annualized lease cost for the equipment and there would be an increase in operational cost.

Council Member Smiley asked if the City decided to rebid this and explore a new technology and put out new RFPs, how long would that take.

Director of Community Development Flood responded 60 days at a minimum.



There being no further discussion, the motion passed unanimously to table this item for the April 20, 2015 City Council meeting.

NEW BUSINESS

PRESENTATIONS BY BOARDS AND COMMISSIONS

Community Appearance Commission

Chairperson Scott Johnson acknowledged the members and City Council and staff liaisons of the Community Appearance Committee (CAC), and gave an overview of its responsibilities and actions for the past year. He stated that the CAC was created in 1979 to encourage beautification and community appearance, to initiate, promote and assist in the implementation of programs of general community beautification and appearance, and to seek to coordinate the activities of individuals, agencies, public and private organizations, and city departments whose plans, activities and programs bear upon the appearance of Greenville.

Chairperson Johnson reported on CAC's programs: Awards Program, Adopt-A-Street, and Neighborhood Improvement Grants. He stated that CAC established a process to recognize exemplary efforts of individuals, businesses, institutions and community groups to enhance the appearance of the City of Greenville. He explained the criteria for both the monthly and biennial awards and announced the winners of the various awards.

For the monthly awards, nominations are submitted by CAC members and all nominees must be located within the City of Greenville on its extraterritorial jurisdiction. Nominees are considered based on criteria such as overall appearance of landscape and design, maintenance of vegetation, variation of vegetation, property upkeep and building upkeep. During this past year the Commission formally recognized 13 property owners or projects for their efforts to promote architectural and landscaping excellence in the development of their properties:

Gordon's Golf Ski & Snowboard
City of Greenville – City Hall
Dream Park
Campus Walk Apartments
Charles Street Apartments
Brookfield Apartments
Children's World Learning Center

Oakwood School
Burton Family Dental
Wilmarrell Apartments
Charles Street Apartments
Kappa Delta Sorority House
Carolina Breast Imaging
Modlin Agency

Certificates and letters are awarded to each winner and onsite signage is provided for recipients to display. Award signs are installed at the recipients' property in either the



yard sign format or window sign format depending upon whether the property has a yard or is in a more urban setting.

For the Biennial Awards, the monthly award recipients during the previous two years automatically become nominees for the biennial CAC Appearance Awards. This year, CAC awarded eight biennial awards that were presented during the November 2014 City Council Meeting:

Winslow's (Patio Garden)
Elmhurst elementary Outdoor School
WITN
Wasabi 88

Jonathan Bowling Metal Sculptures
Drew Steel Center
Mellow Mushroom
Oakwood School

Chairperson Johnson displayed a map showing the locations of all the award winners of the biennial and monthly awards.

The Adopt-A-Street Program now has 105 streets throughout the City after the addition of one street during this past year. This program is currently being evaluated by the Public Works Department and the actual program will be housed with Keep Greenville Beautiful for now. CAC still evaluates the applications and provides approval during their meetings. This past year, a portion of Third Street was adopted.

Chairperson Johnson stated that also this year, CAC was involved with the Neighborhood Improvement Grant Program. CAC approved five applications for a total of \$375,000 and awarded five recipients \$750 each. They have two award cycles each year. The five Neighborhood Improvement Grants awarded this year were:

- Cambridge Neighborhood Assoc. (Covered food lights)
- Windsor Downs Neighborhood Assoc. (Landscaping)
- Treetops General Neighborhood Assoc. (Landscape and lighting)
- Colonial Heights Neighborhood Assoc. (Website renewal, newsletter, 25 safety vests, 9 reusable paneled signs)
- Cherry Oaks North Neighborhood Assoc. (Landscaping)

Youth Council

Chairperson Taylor Clark gave the annual report for the Greenville Youth Council. She stated that the Youth Council was created August 11, 2005, for high school students. As members, they want Greenville to be a community where all youth can have a voice and will have opportunities to participate in their community. The Youth Council sponsored and/or participated in many events which were enriching and gave student leaders opportunities to communicate their ideas as they interacted with their City government.

In the fall of 2014, the members worked hard to sponsor two 5K Runs and to raise monetary funding for the Food Bank of Central and Eastern North Carolina. Despite the



necessary cancellation of both runs, the Council managed to raise \$600 through the support of businesses, churches, and individual donations.

Chairperson Clark stated from January through March of this year, the Youth Council has participated in various activities. Approximately 20 students attended a mini workshop on Driving and Texting conducted by Safe Kids. This was an important reminder for student leaders who were encouraged to find ways to communicate these issues to their peers. Ms. Jo Morgan of the Pitt County Health Department addressed the Youth Council to conduct a health assessment on what teens consider to be the health issues that affect youth. The members identified the following as health problems for youth: teen pregnancy, unhealthy food, obesity, poverty, lack of health education, drug abuse, alcohol, mental development, and bullying. Also, the members were provided with several resources or assets that could help alleviate some of those concerns/problems: umbrella market (healthier food choices), food drives (provide food to families/agencies), homeless shelter, wellness programs, school counselors, DARE Program, Carolina Pregnancy Center, Greenville Youth Council, Special Olympics, Center for Family Violence, Recreational Sports, and Community Centers. Also, the Youth Council members brainstormed about challenges youth face including time management problems, not enough sex education and prevention other than abstinence, economic disparities, not enough programs for general public, program costs, need healthier food choices in schools, some counselors don't encourage students to succeed, no support groups for students who have issues, fear of reprimand, no information about mental health issues, and fear of being bullied.

Recently, Ms. Lorrie Palauran of Pitt County Schools, spoke with the Youth Council regarding Teen Dating Violence. Repercussions of teen dating violence are impossible to ignore; they hurt not just the young people victimized, but also families, friends, schools, and communities. Members of the Youth Council observed the Greenville Regional Focused Deterrence Violence Reduction Initiative; a program of the Greenville Police Department. The members in attendance felt the most effective parts of the presentation were people telling their stories as a way to encourage repeat offenders to turn their lives around, and the video produced by criminals and their families discussing the options of those who participate in the program. The Youth Council is currently preparing to volunteer at Relay for Life and the Boys and Girls Club.

Chairperson Clark stated she is grateful for the meaningful service opportunity that the City Council has provided to improve the quality and coordination of youth activities in Greenville in order to improve youth outcomes in our community.

PREVIEW OF THE CITY'S PROPOSED OPERATING BUDGET FOR FY 2015-2016

Director of Financial Services Bernita Demery stated the following during her presentation:

Budget Summary

The City Council's Strategic Planning Retreat in January 2015 was the beginning of the budget process. At the Retreat, staff gave information regarding revenue projections and



has updated them for each month end since that time. Balancing for Fiscal Year 2016 is in progress and staff is still receiving adjustments since the FY 2016 Financial Plan was done 18 months in advance by departments. Staff will continue to work on those adjustments up until the deadline for the May 2015 City Council meeting agenda. Current service levels and programs in the proposed budget will be the same. The budget continues to focus on the City Council's strategic goals. The sustainable funding level is provided for the maintenance of existing facilities and vehicles. Staff will focus on completing the following capital program projects:

- 10th Street Connector (Waiting on State Action)
- Town Creek Culvert
- Convention Center Project
- Better Roads Initiative
- Facilities Improvement Program
- Greenville Transportation Activity Center

Review of Planning Retreat Adjustments

At the Retreat, staff proposed some changes including adjusting the financial plan for revenue items (property tax, sales tax, business license, and other revenues). The City Council expressed a strong desire to eliminate \$.01 of the \$.02 property tax increase implemented in FY 2015. Regarding personnel, the City Council was told that staff would be making adjustments to the Health Fund and Housing Fund. Presently, with the balanced budget, the City's adjusted plan for 2016 is at \$76.6 million, which is approximately 3 percent less than the budget for 2015. Revenues reflect the reduction in the property tax rate referenced above and the change in privilege license authority for FY 2016, a \$1.1 million reduction based on a change in State legislation occurring after the FY 2016 Financial Plan had been approved.

Budget and Plan Overview – General Fund

Based on the City's current revenue projections, some revenues and expenses have decreased. Appropriated fund balance is \$246,000, with a majority being from the General Fund. Staff also rebalanced the Powell Bill Fund, eliminating \$31,000. The primary revenue sources for the General Fund include property taxes, governmental revenues (utilities franchise tax and sales tax, which is the second largest source of revenue), other functional revenues (rescue fees and other building fees, etc.), investment earnings, and Greenville Utilities Commission transfers in.

Revenues

A high level overview reflects the following net changes on the revenue side:

Summary of Changes (Revenue)

<u>Category</u>	<u>Amount of Change</u>
Property Tax	\$ 975,378(-)
Sales Tax	879,075(+)



Utilities Franchise Tax	172,919(+)
GUC Transfer (Include Lighting)	289,391(+)
Privilege License	1,138,770(-)
Other Revenues	91,349(+)
Appropriated Fund Balance	<u>246,706(+)</u>
Total	\$ 434,708(-)

Property tax will be somewhat flat in comparison to FY 2015, reflecting a 3 percent decrease. The City is expecting an increase in sales tax based on the FY 2015 projection.

Expenses

A summary of changes for the General Fund Expenses include the following net amounts:

Summary of Changes (Expenses)

<u>Category</u>	<u>Net Amount of Change</u>
Regular Salaries	\$ 339,269(-)
Health Insurance	683,011(-)
Other Personnel	55,969(-)
Utilities	106,834(+)
Other Operations	48,800(+)
Capital Improvements	607,290(+)
Transfers to Other Funds	<u>119,383(-)</u>
Total	\$ 434,708(-)

The net decrease in personnel cost categories takes into account the addition of positions in the City Manager's Office and Public Works, additional overtime in the City Manager's Office and salary adjustments due to the Pay Study and a market increase reduced by a significant change in the vacancy factor and a reduction to the Health Insurance allocation.

In Operations, there are increases in travel, dues/subscriptions, contractual services and utilities as follows:

- **City Manager's Office**
 - Travel: \$10,000 for Association of County Commissioners Annual Meeting
 - Travel: \$6,000 for Internal Auditor and Financial Analyst
 - Dues and Subscriptions: \$1,000 for Internal Auditor and Financial Analyst
- **Community Development**
 - \$33,000 in New Money for Contracted Services
- **Parks and Recreation Utilities**
 - Increased by \$106,834

Overall, there is less than a 1 percent change between the original plan and the adjusted plan. These are some other changes in transfers and debt service including the debt service for ½ year for South Greenville. Housing was readjusted to the new plan and the net total



difference was a \$119,383 decrease. There are some changes in the capital improvement items that have also been adjusted.

Other Funds

Transit is down as a result of capital purchases in 2015, which will not repeat in 2016. The Fleet Maintenance Fund is relatively flat, but is under review because current charges are not covering the cost of fleet maintenance. Staff is looking at labor and parts costs to revamp that fund, which may result in an additional change that the City Council will see in May. The Sanitation Fund is down one percent. The cycle of multi-year fee increases in the Sanitation fees will continue as planned. The Stormwater Fund fees will go up. The Town Creek Culvert is a major capital project for which the City obtained an interest free loan, , but the City has to repay the loan. Regarding the Housing Fund, the plan was adjusted to match the 2015 HOME and CDBG Plan.

Remaining Budget Schedule

April 20	June 9
Joint Meeting with Greenville Utilities Commission	Public Hearing
May 11	June 11
Proposed Budget to City Council	Adoption of Budget

Council Member Blackburn asked about the \$339,269 decrease in salaries. Director of Financial Services Demery explained that it is a result of the City Council's direction to get closer to budget for those costs. Staff included a conservative 3 percent vacancy factor.

Council Member Smith asked whether the two positions (Internal Auditor and Financial Analyst) listed under the Budget and Evaluation Office are no longer needed in the Financial Services Department or whether this is a newly developed office.

Interim Assistant City Manager Hicks responded that City Manager Barbara Lipscomb's recommendation is that the Assistant City Manager position would be the Chief Financial Officer (CFO). The Internal Auditor is already in the budget, but the position has not been filled. The third position, Financial Analyst, is currently in the Financial Services Department. City Manager Lipscomb's desire is to move all of the budget process to a budget and evaluation office. The City's auditor would be looking at financial information year round to insure the City is in compliance. The second Assistant City Manager would be an Assistant Chief Executive Officer (CEO).

Council Member Smith asked if there are any position vacancies in the Financial Services Department. Director of Financial Services Demery responded that since July 1, 2014, they were authorized to hire an Internal Auditor with the 2015 Budget. The Financial Analyst position is filled and the Financial Services Department is proposing that they keep the current Financial Analyst and that the Budget and Evaluation Office hires another.



Council Member Smith asked staff to clarify whether the current Financial Analyst remains in the Financial Services Department and an additional position would be budgeted for the Budget and Evaluation Office. Interim Assistant City Manager Hicks responded that the recommendation takes a portion of the existing position's duties and responsibilities and assigns it to a different person who would report to the City Manager as opposed to the Director of Financial Services. This separates the budget from the Financial Services Department, which will retain all of the responsibilities of managing financial accounts, records, bank statements and investments.

Council Member Smith stated she would like to see the benefits of moving the two positions from Financial Services under the Assistant City Manager position. She would like to have more information about why that would be considered effective.

Council Member Smith asked if the Streets Coordinator and Cemetery Supervisor positions will become available in the near future. Director of Financial Services Demery responded those would be effective July 1, 2015.

Council Member Smith asked about the salaries increase of \$217,931 due to the pay study related to compression results. Assistant City Manager Hicks stated that the compression results will be addressed at the Joint Planning and Benefits Committee meeting with GUC this week.

Council Member Smith asked about the amount of travel (\$6,000) allocated for both the Internal Auditor and Financial Analyst for training. Director of Financial Services Demery responded this is per the request of the City Manager's Office.

Council Member Smiley asked about the raw dollars for Street Maintenance, independent of Powell Bill funds in the current budget. Director of Financial Services Demery responded \$525,000, but that is in the Powell Bill. Unless there is a separate capital fund, street improvements come from Powell Bill funds.

Council Member Smiley stated that the City is allocating funds from a revenue stream other than the Powell Bill into this fund. Director of Financial Services Demery responded that the City allocated \$2,325,000 previously, but the City has not utilized any more General Fund money for street improvements. Interim Assistant City Manager Hicks responded that there is no General Fund money proposed to be transferred to street improvements for FY 2016. The FY 2016 number is \$525,000, which is significantly less than the City's Goal of \$2.5 million.

Understanding that there is work ongoing, Council Member Smiley proposed that the City begin including a substantial allocation for Streets Maintenance in the annual budget so that over a course of years, the City will achieve a sustainability level. Public Works Director Mulligan has been before the City Council multiple times supporting a goal of a 20-25 year lifespan for City streets. The City should strive to pay its way there. In the past, when the City faced challenges like this – the Other Post-Employment Benefits (OPEB)



challenge, for example – the City began allocating money with annual increases up over time. A similar approach might be appropriate to address the City's street maintenance issues.

Mayor Thomas asked staff to give a snapshot of what was done with the \$4 million for roads and provide some clarity on what the City has accomplished and what remains to be done.

Public Works Director Mulligan gave a comprehensive chronology as follows:

Road Improvement Timeline	
Date	Action Taken
April 11, 2013	Good Roads Initiative was proposed by the City Council
June 10, 2013	Contract Awarded for resurfacing and those roads that were resurfaced had already been prepped
Summer/Fall 2013	Those roads were resurfaced
June 2013	\$1.1 million went towards both the in-house and the contractor allotment for that resurfacing contract
September 9, 2013	Contract awarded for microsurfacing. This technology was a city pilot project done in the Sedgefield neighborhood. The cost was about 30-40 percent of the resurfacing technology.
November of 2013	Contract Awarded for the diagnostic study. The contract with Transmap provides the assessment of surface conditions of all of the City's segments. This tool will be used along with where the City is on other capital projects and the City partner's replacement of utilities.
June 2014	The City received the final draft of that pavement condition survey, which is one of the main tools used to develop the City's 5-year plan of road resurfacing.
August 11, 2014	Results of the Transmap survey and corresponding steps associated with the City's Road Improvement Program were presented to the City Council.
Late August 2014	The City advertised the latest road resurfacing project. Bids were initially submitted. The City only received two bids and a re-advertisement was required
September of 2014	Bids were received
October 6, 2014	Contract Awarded for resurfacing. This award was the result of that diagnostic study as well as staff's communications with partner utilities and the City's evaluation of where existing capital projects are and what the future capital projects would be.
November of 2014	Staff discussion with contractor about a winter shutdown
April 2015	Contract is underway and City road resurfacing commences



Council Member Smith asked for clarification on the funding source for the \$4 million for paving the roads.

Public Works Director Mulligan stated that \$2.3 million was allocated from reserves and \$1.7 million was from the Powell Bill Fund. The City usually has an annual allocation of \$400,000 for roads.

Director of Financial Services Demery explained that the City took \$2,325,000 from the General Fund, specifically from fund balance, because the City Council wanted to spend money on road improvements. At the end of FY 2014, to achieve the \$4 million initiative, \$1,675,000 of Powell Bill money was added to the \$2,325,000 to fund the \$4 million for street improvements.

Public Works Director Mulligan stated that Powell Bill monies go toward anything that deals with roads so it can apply to a lot of the City's operational items as well as any of the capital projects that happen on roads, i.e. road resurfacing, sidewalks. Some are specific capital projects which are also funded using Powell Bill funds.

Council Member Croskery stated he would like the City to establish a five-year funding process for street maintenance needs, beginning with an appropriate base allocation that increases annually. His hope is that bond funding, if passed, will help get the street maintenance process moving in the right direction and that the process can then be sustained on City-provided funding thereafter.

Council Member Blackburn asked about the situation with the State roads. Public Works Director Mulligan stated that DOT does a fantastic job with the funds that they have to maintain the condition of their roads. The 10th Street Connector has been in design and is just about done. The bids will be due later this summer for that project, and when complete, it will greatly improve the overall condition of that road. A second 10th Street Corridor study is ongoing and work will potentially be funded through federal safety funds. The whole country has challenges with infrastructure and everyone is trying to do their best to address them.

Council Member Blackburn stated that it sounds like the City has a constellation of ways to find funding for road improvements as well as different approaches that the City can use to get cars off the roads. This is a national problem that includes everything from roads to bridges to stormwater. Infrastructure is not something that is fixed quickly and if the City tries to get everything fixed in a too short of period of time it will impose a significant local burden on the backs of its taxpayers.

Mayor Pro-Tem Mercer supported the idea of having a plan in place for sustainability over time with the City's roads but noted that the City still has other sustainability programs in place. The City is still adding to the OPEB amount that was put in place many years ago and it is a good model for sustainability. With all this attention on roads, the City does not want



to mislead the citizens and have them disappointed. Regardless of how much money is put into roads, there are going to be roads out there that are not going to be repaired if the State does not repair them. The City is not going to tax citizens twice to pave one road. It is very important for citizens to understand that the City is responsible for its roads but not the State roads.

Mayor Thomas stated that reflective strips and items on the road have been a great innovation over the past decade. Mayor Thomas asked if that something that the City will be doing in the spring and if that part of the budget.

Public Works Director Mulligan stated that is correct.

AUTHORIZATION TO SUBMIT TIGER GRANT APPLICATION

Economic Development and Revitalization Manager Carl Rees stated that the Transportation Investment Generating Economic Recovery (TIGER) is a United States Department of Transportation (USDOT) Discretionary Grant Program. \$500 million is available in the USDOT's budget this year for TIGER. The great thing about these funds is that they can be spent on all primary modes of transportation. President Barak Obama's Administration and Congress have emphasized for several years that they like partnerships for grants – partnerships between different federal institutions – state and local as well. In this particular grant, they value most partnerships with the United States Environmental Protection Agency (EPA) programs, and the City is heavily involved and has been for years involved with Brownfield grant programs and the United States Department of Housing and Urban Development (HUD) programs. Greenville is a HUD entitlement city and has put those funds to good use every year. They also talk about livability principles and ladders of opportunity as keys. Livability principles are about making our communities better places to live. Ladders of opportunity are about helping those who are maybe less fortunate or have not found their path to career success and financial opportunity.

The project selection criteria go beyond transportation and includes economic development and opportunity and environmental and quality of life benefits. Economic development is very important to this particular grant and the City will be able to show that these transportation projects will actually advance economic development and goals in the community. The Program is competitive. Last year, 796 applications were submitted from communities across the country and 72 were approved.

There are local expectations. Communities must have have a minimum of 20 percent match, project readiness (everything must be ready to go to start building by September 2017) and partnerships (state and local agency coordination). Some of that is reflected in the outline for the City's proposal.

Economic Development and Revitalization Manager Rees summarized the grant application schedule, stating that the notice of funding availability was released April 3, 2015. The pre-application is due on May 4, 2015, and includes registering with the federal grant system



and providing a summary form of the City's grant. The full application is due on June 5, 2015. Regarding the City Council's consideration, discussions were held on March 16th about the bond issue and how the City might find some match through that. Tonight, staff is asking the City Council to consider authorizing the grant submission.

The area under consideration is the City's urban area – the neighborhoods of West Greenville, particularly the Dickinson Corridor. Economic Development Manager Rees displayed slides of one of the keystones from the Dickinson Corridor Plan that the City Council adopted several months ago, and delineated where there is fragmentation where the City does not have the appropriate road network and development that has moved forward. This is a significant reason why the City does not have a lot of financial opportunities in these areas. He delineated the area where the plans are for the grant, and stated that this area is surrounded by the greatest employers and wealth in the City: the Medical employment center, the Uptown employment center, and the University employment centers. These are the areas that create jobs in the City and wealth, yet the area in between has not seen those benefits. By furthering connections in this area, the City has the chance of continuing to bring along these areas that the City has been working so hard to develop.

Another mode of transportation is the South Tar River Greenway that is under design now and soon to be under construction for different modes such as bikers, runners, walkers and so forth. This connects the medical area, University and the uptown. Staff also completed the first leg of the Streetscape Master Plan as it speaks to West 5th Street and has completed the design that the City Council has approved for the next leg. It is time to replace the old infrastructure in the Town Creek Culvert area and if that is not done, the 10th Street Connector might fail or flood the remaining areas. If the City wants to have economic opportunity, it cannot have flood areas.

The City has partnered with NCDOT and their private consultants for the design of Dickinson Avenue from Reid Street out to Memorial Drive and is awaiting funding on that. The City has the Greenville Transportation Activity Center (GTAC), which is a state, federal and local partnership. The tech transfer park and Old Imperial site are within the Dickinson Corridor Plan, and the City is working with Brownfield funds and the EPA to plan cleanup. The City is also working with ECU in an old tobacco warehouse and 20 acres that they own just off of the 10th Street Connector on a tech transfer facility, which could include some incubation and other things. In West Greenville, three opportunities for work force development are the Intergenerational Center where there is training, a kitchen incubator site, and The Third Street Community Center with STRIVE and other agencies there. Part of the plan will be to further connect all of these.

Economic Development and Revitalization Manager Rees stated that regarding the new connections that the City would like to achieve through a Tiger Grant, the City would complete that segment of West 5th Street and then take East 5th Street all the way through, really reaching the campus of ECU per the Streetscape Master Plan. In the area around the GTAC, where the City is expecting some new development opportunities, one of the things



that the Dickinson Corridor Plan talked about is that the City does not have the east/west connectivity in there. The site could only be reached from one area and that was Dickinson Avenue to the south. This will also help with moving vehicles around the GTAC facility. Hopefully, the State will fund all of the rest of Dickinson Avenue, but the City has quite a bit of development interest from Reid to 10th Street so the City is looking at leveraging dollars to do the first phase of that Streetscape work along Dickinson Avenue.

The sidewalk network in West Greenville, and even the bikeways, are not as strong as they could be so the City is looking at building off of the South Tar River Greenway with bicycle and pedestrian improvements running north/south with one of them connecting to the GTAC. The other one would connect to the 10th Street Connector and 5th Street. All of this together will help the City to move forward.

Economic Development and Revitalization Manager Rees stated this is the public infrastructure side of achieving the goals of the Dickinson Arts and Innovation Study. With all of this and private investment, the City can create a fourth mode of employment and wealth creation which is the Dickinson Arts and Innovation District. Where there was significant fragmentation and lack of connection, all of the projects currently underway plus those that could be achieved through the TIGER grant, will provide the City with an extremely connected area having less fragmentation.

Economic Development and Revitalization Manager Rees stated that the City will be able to use projects that are on the books but have not necessarily been completed and use local funds from those to help achieve a near 50 percent total match figure. This approach puts the City at a local match of \$12.4 million for a TIGER grant of \$13.1.

Mayor Thomas asked when will the City know the results of its application. Economic Development Manager Rees responded that it will be at least six months because USDOT did not follow the same schedule last year.

Mayor Thomas asked whether the City applied for a TIGER previously. Economic Development Manager Rees stated that the City has not applied before, but staff has consulted with other cities that have. A local congressman directed staff to Goldsboro, who had applied previously and received a nice size grant. Staff also talked with Asheville, who received a grant in the last round for a project not dissimilar to Greenville's proposal.

Mayor Thomas asked if the \$25 million is an appropriate amount for the application or if a lesser amount might be more successful. Economic Development Manager Rees stated that staff based the project on the average federal award, which was about \$14 million, with the City funding about \$13 million. The City did not want to be significantly higher or lower and wanted a match of approximately 50 percent. Those are applications that seem to be successful and are still highly competitive.

Motion was made by Mayor Pro-Tem Mercer and seconded by Council Member Croskery to authorize City staff to submit a 2015 TIGER grant application proposal for federal funding



in the amount of \$13,127,706 with a local match commitment of \$12,442,000. Motion carried unanimously.

REVIEW OF APRIL 9, 2015 CITY COUNCIL AGENDA

The Mayor and City Council reviewed the agenda for the April 9, 2015 City Council meeting.

Interim Assistant City Manager Hicks requested that clarification of dates for City-sponsored One-Stop Voting sites be added to the agenda for the April 9, 2015 City Council meeting.

Motion was made by Council Member Smiley and seconded by Council Member Croskery to add the One-Stop Voting item to the agenda for the April 9, 2015 meeting. 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

Interim Assistant City Manager Hicks stated that Recycling Coordinator Cheryl Tafoya of the Public Works Department will give the presentation regarding recycling.

Recycling Update

Recycling Coordinator Cheryl Tafoya stated that the City of Greenville's goals for recycling are to divert recyclables from the landfill and to implement efficient and effective programs to increase recycling collection. Greenville has not had an active landfill since 1995; therefore, all of the City's garbage is transferred to the Bertie County Transfer Station. In 1991, Greenville implemented its first recycling pilot program in four different areas, and in 1993, the City offered recycling citywide. The distribution of recycling carts began in 2013. 12,200 residents have received the carts and approximately 6,600 residents will receive them in 2015.

Recycling Coordinator Tafoya summarized the various grant-funded recycling programs implemented throughout the City. She stated that many years ago, in various areas of the City, some of the owners of apartment complexes independently started their collection of recyclables. Phase 5 of the City's Multi-Family Recycling Program is underway and should be completed by the end of the year. To promote community recycling, the Recreation and



Parks Department worked with the Public Works Department to have carts placed in City parks. Also, there are three recycling drop-off sites available at the Public Works Department located at 1500 Beatty Street, Evans Park at 625 West Arlington Boulevard, and the Greene Street Parking Lot at the corner of Fourth and Pitt Streets. Due to the City receiving more grant monies last year, community recycling was started at the Town Common and at Five Points Plaza. There is evidence that citizens are truly recycling based on the items collected at these sites.

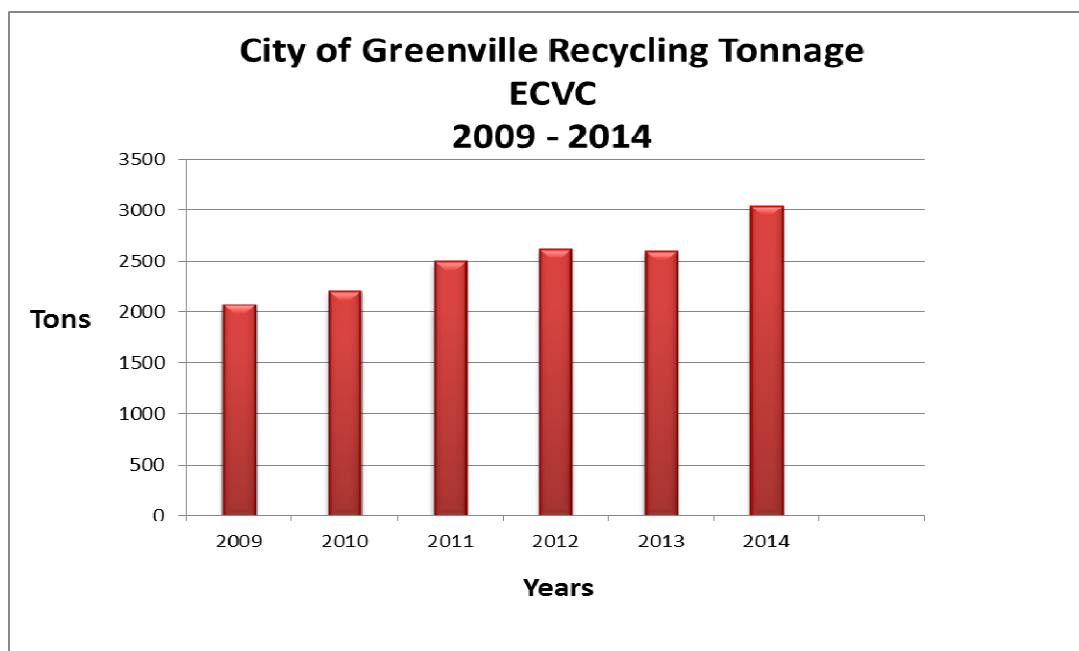
The City has been pursuing additional recycling initiatives in order to offer recycling to everyone. Recycling bins are located at the greenways. A company with 25 or less employees is provided an 18-gallon bin to participate in the City's Small Business Recycling Program. However, the City will not collect those recyclables and businesses are responsible for hiring someone to take them to one of the City's drop-off sites. Some companies, churches, and families have different events and want to recycle, so they participate in the Lend-a-Bin Recycling Program, which requires their signing a lease form. The Boys & Girls Club recycles, and schools are recycling with the Feed-the-Bin Program. Each classroom has an 18-gallon bin and some schools have as many as 10 or 15 recycling rollout carts. The City collects their recyclables twice a week.

Recycling Coordinator Tafoya stated there are other recycling initiatives. The City participates annually in the America Recycles Day and the Unnatural Resources Fair and offers composting workshops with demonstration sites at the Public Works Department and River Park North. Since electronics are banned from being dropped off at the landfill, the City implemented an Electronics Recycling Program, encouraging residents to leave unwanted electronics at the curbside or to call the Public Works Department for collection. Two events are held annually for shredding and recycling paper. The Public Works Department will partner again with the Local Government Federal Credit Union in August 2015 to offer the Shred Event to the citizens. The Recycle and Win Program is a partnership with Coca Cola, who provides gift cards as incentives for residents to recycle. \$15,000 in gift cards was given the first year this event was held.

Along with the collection of acceptable container and paper products and yard waste, other acceptable materials for recycling are concrete, used motor oil and vehicle tires, scrap metal, Christmas trees, printer cartridges, and compact florescent light bulbs. The City buys products containing recycled materials and encourages City employees to do likewise.

The City recycled over \$3,000 tons last year. There is no direct savings for the City, but the County saves, which minimizes landfill fees. All of the City's recyclables go to the Eastern Carolina Vocational Center (ECVC), who hires people with disabilities to hand sort the recyclables. This program is working because ECVC currently employs over 200 people and recently hired 20 more for their electronics program plus eight of them are working part-time.

The following illustrates the City's recycling tonnage from 2009-2014:



Recycling Coordinator Tafoya explained the keys to a successful recycling program, stating that the City of Greenville receives local leadership support from the City Council. The policies that support diversion, commitment to recycling in public buildings and schools, and a wide variety of recycling services and education contribute to a successful recycling program.

CLOSED SESSION

Council Member Blackburn moved to enter closed session in accordance with G.S. §143-318.11(a)(1) to prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes, said laws rendering the information as privileged or confidential being the Open Meetings Law and, in accordance with G. S. §143-318.11(a)(4), to discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, 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. Council Member Croskery seconded the motion, which passed by unanimous vote.

Mayor Thomas declared the City Council in Closed Session at 9:04 p.m. and called a brief recess to allow Council Members to relocate to Conference Room 337.



ADJOURNMENT

Motion was made by Council Member Croskery and seconded by Council Member Smiley to adjourn the meeting. Motion carried unanimously. Mayor Thomas declared the meeting adjourned at 10:25 p.m.

Respectfully Submitted

A handwritten signature in cursive script, reading "Polly Jones", is positioned above the printed name and title.

Polly Jones
Deputy City Clerk



City of Greenville, North Carolina

Meeting Date: 5/11/2015
Time: 6:00 PM

Title of Item: Scheduling of Joint City Council-Greenville Utilities Commission meeting on May 26, 2015 at 5:30 p.m. in the GUC Board Room

Explanation: A joint meeting of the Greenville City Council and Greenville Utilities Commission (GUC) is requested for Tuesday, May 26, at 5:30 p.m. in the GUC Board Room in order to approve the agreements necessary to complete the North Carolina Eastern Municipal Power Agency transaction.

Fiscal Note: No cost to the City

Recommendation: Schedule a joint City Council-Greenville Utilities Commission meeting for 5:30 p.m. on May 26, 2015 in the GUC Board Room.

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

Attachments / [click to download](#)



City of Greenville, North Carolina

Meeting Date: 5/11/2015
Time: 6:00 PM

Title of Item: Extension of Memorandum of Understanding and Lease Agreements with East Carolina University for the Intergenerational Center

Explanation: **Abstract:** The Lucille W. Gorham Intergenerational Center is owned by the City of Greenville and managed by East Carolina University. Since 2006, the City and ECU have had a cooperative effort at this location to provide a multidisciplinary community center to assist in meeting the program needs of West Greenville. It is proposed to extend the Memorandum of Understanding and Lease Agreements with ECU for the Intergenerational Center until August 31, 2015, in order to allow time to finalize a longer term extension.

Explanation: The City of Greenville acquired the property in the Fall of 2006, which now comprises the Lucille W. Gorham Intergenerational Center. Since September 15, 2006, the City and East Carolina University have had a Memorandum of Understanding for the provision of services, lease of a building, and site management of the Intergenerational Center. Since November 2006, the State of North Carolina has been leasing the first floor of the Lessie Bass Building. Additionally, since 2010, ECU has been leasing the school building (prior to this, Pitt Community College leased the school building beginning in 2007).

The standard practice has been to extend the MOU and the leases for a one-year period. However, in February, they were extended for a three-month period which expires on May 31, 2015. This extension was made so that discussions could occur about modifications to the provisions of the documents. These discussions have been about the length of the term, the responsibility for maintenance and repairs, and the payment of rent.

Although these discussions have occurred, more time is needed to conclude them with a resolution. The basic format being discussed involves a longer term, the City being responsible for maintenance and repair, and ECU paying a market rental rate and utility expenses. Additionally, since Pitt Community College is using the school building for a significant portion of its use, discussion about

PCC leasing directly from the City (rather than through a Use Agreement between PCC and ECU) also has occurred.

Fiscal Note: \$6,249.75 will be received during the three-month period due to the lease with the State of North Carolina for the Lessie Bass Building.

Recommendation: It is recommended that City Council approve a three-month extension until August 31, 2015, of the Memorandum of Understanding with East Carolina University, the lease of the school building with East Carolina University, and the Lease of the first floor of the Lessie Bass Building with the State of North Carolina.

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

Attachments / click to download



City of Greenville, North Carolina

Meeting Date: 5/11/2015
Time: 6:00 PM

Title of Item: Grant of utilities easement for a fire hydrant location

Explanation: **Abstract:** The City owns a lot on the east side of Bayswater Road, south of Firetower Road. This lot was acquired in 2009 as a potential future fire station site. The City requested that a fire hydrant be located on this lot. A utilities easement is necessary for its placement.

Explanation: In 2009, the City of Greenville acquired a lot on the east side of Bayswater Road, south of Firetower Road. This lot was acquired as a potential fire station site. The City requested that a fire hydrant be located on the lot and paid for the installation of the fire hydrant when it was first installed. The fire hydrant was installed on the adjacent lot by mistake. The owner of the adjacent lot does not want the fire hydrant on his lot, and the City still desires to have the fire hydrant located on its lot.

The fire hydrant will be relocated onto the City's lot at no cost to the City.

Attached is the following:

- (1) Utilities easement; and
- (2) Map of easement.

Fiscal Note: There is no cost to the City for the relocation of the fire hydrant onto the City lot.

Recommendation: It is recommended that City Council approve the grant of the utilities easement.

Attachments / click to download

 [Easement](#)

 [Map](#)

CORPORATION

GRANT OF ALL UTILITIES EASEMENT
AND ACCESS EASEMENT FOR INGRESS,
EGRESS AND REGRESS

DATE February 5, 2015

KNOW ALL MEN BY THESE PRESENTS, that the undersigned "GRANTOR" (whether one or more), for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration to it in hand paid by GREENVILLE UTILITIES COMMISSION of the City of Greenville, Pitt County, North Carolina, hereinafter referred to as the "COMMISSION", the receipt of which is hereby acknowledged, does hereby grant the City of Greenville, a body politic and corporate in Pitt County, North Carolina, for use of the "COMMISSION", its licensees, successors and assigns, the right, privilege and easement to go in, through, under, and upon lands of the GRANTOR located in the City of Greenville, Winterville Township, Pitt County, North Carolina, and more fully described as follows:

A Permanent Utility Easement twenty feet (20') by sixteen feet (16') located in the southwest corner of Lot 2, Block B, Firetower Junction, Section One which appears in Map Book 72, page 129, for the use and benefit of Greenville Utilities Commission and being further described as follows:

Beginning at a point in the eastern right of way line of Bayswater Road, said point being the southwest corner of Lot 2, Block B Firetower Junction, Section One recorded in Map Book 72, page 129, Pitt County Registry, thence with the eastern right of way line of Bayswater Road N 21°02'10" W 20.00 feet to a point in said right of way, thence leaving Bayswater Road N 68°57'50" E 16.00 feet to a point, thence S 21°02'10" E 20.00 feet to a point in the southern line of Lot 2, Block B, Firetower Junction, Section One as referenced herein, thence with the southern line of Lot 2, S 68°57'50" W 16.00 feet to the Point of Beginning containing 320.00 square feet more or less all as shown on the attached Map by Rivers and Associates, Inc. dated February 5, 2015, drawing G-1197-X entitled Greenville Utilities Commission, Permanent Utility Easement, Property of the City of Greenville, Greenville, Pitt County, N.C. which by reference is made a part hereof.

(Reference is hereby made to Deed Book 2678, at Page 338, in the Office of the Register of Deeds of Pitt County, North Carolina) and to construct, install, operate and maintain sanitary sewer lines, water lines, gas lines and electrical lines in a manner suitable to the Commission upon, across, under and through said premises within an easement and right of way strip of the width, location and approximate length hereinafter defined and to be utilized by the Commission a permanent easement for the public use with the right to do a" things necessary or convenient thereto, including the following:

- (a) the right of officers, agents, and workmen of the Commission and its contractors to go to and from said right of way strip at all times over the above described land by such route or routes as

shall occasion the least practicable inconvenience to Grantor, including private roads and ways then existing thereon, on foot or by conveyance, with materials, machinery, supplies and equipment as may be desirable; provided that except in emergencies, existing roads and ways thereon shall be used to the extent that they afford ingress and egress to and from the right of way strip; and to construct, reconstruct, work upon, repair, alter, inspect and in general do any other thing necessary or convenient to maintain and operate said lines for the purpose aforesaid;

- (b) the right and privilege to enter upon the land included in the construction easement hereinabove described for the purpose of constructing said utility facilities, and the right and privilege at all times to enter upon the land included in the area of the permanent easement hereinabove described for the maintenance and repair of said utility facilities;
- (c) the right to clear, and keep cleared, from said right of way strip all structures (other than ordinary fences, but when Commission desires, such fences may be opened and reclosed or temporarily removed and replaced, or Commission may provide suitable gates therein) and all vegetation which may interfere with the utility facilities herein described and to use (1) chemicals which are not injurious to human beings, domestic animals, fish or game, (2) machinery, and (3) other forms of equipment and devices in so doing;
- (d) the right to install, construct, repair, maintain and operate all utility lines, structures and appurtenant facilities of the Commission.

The structures and appurtenant facilities installed by the Commission shall be and remain the property of the Commission and may be removed by it at any time and from time to time.

Grantor reserves the right to use the lands in and over which the right of way and easement rights are hereby granted for all purposes not inconsistent with said right of way and easement rights, except that Grantor agrees that (1) no buildings or permanent structures, wells, septic tanks, absorption pits, underground or overhead storage tanks, burial plots, or any other obstruction which might interfere with the construction, maintenance and operation of said utility facilities shall be placed within the area of said strip without the express written permission of the Commission; and (2) the Commission's facilities shall in no way be interfered with or endangered by the Grantor or Grantor's licensees, successors or assigns, without the express written permission of the Commission.

The Commission agrees that it will repair, rebuild, replace or pay the actual damages sustained as mutually agreed upon by the Commission and Grantor, and pay the actual damages to actual crops inside said right of way strip on the above land caused by the construction, operation, maintenance, inspection, rebuilding and removal of said lines, and in going to and from said right of way strip, and will repair any extraordinary damage to any bridge or to any road due to heavy hauling to and from the said right of way strip if claim is made within a period of thirty (30) days after such damages are sustained by Grantor.

Any notice to be given by one party to the other party hereunder may be delivered or deposited postage prepaid addressed to the following:

GRANTOR: City of Greenville
 P.O. Box 7207
 Greenville, NC 27835

COMMISSION: Greenville Utilities Commission
 P. O. Box 1847
 401 S. Greene Street
 Greenville, North Carolina 27835-1847

TO HAVE AND TO HOLD the aforesaid rights, privileges and construction easement unto the Grantee for such period of time as may be required to complete the construction of said utility facilities, and thereafter a permanent easement unto the Grantee and its successors, licensees and assigns for the uses and purposes hereinabove set forth.

And Grantor, for the Grantor and for the Grantor’s heirs, executors, administrators, licensees, successors and assigns, covenants to and with the Commission, its licensees, successors and assigns, that Grantor is lawfully seized of the above described land in fee and has the right to convey the said rights, easements and privileges herein described; that the same is free and clear from any and all encumbrances not satisfactory to the Commission; that the Commission shall have quiet and peaceful possession, use and enjoyment of the aforescribed easement of right of way, rights and privileges; that the Grantor shall execute such further assurances thereof as may be reasonably required by the Commission; and Grantor will forever warrant and defend the title to the said easement of right of way, rights and privileges against the lawful claims of all persons whomsoever.

The singular shall include the plural and reference to gender shall include masculine, feminine and neuter.

IN WITNESS WHEREOF, the Grantor has adopted the word “SEAL” as his seal and has hereunto set his hand and seal, or if Grantor be a corporation, Grantor has caused these presents to be signed in its corporate name by its corporate officers, duly attested and its corporate seal hereunto affixed, all by authority of its Board of Directors duly given, this the day and year first above written.

City of Greenville

BY: _____
Allen M. Thomas, Mayor

ATTEST

Carol L. Barwick, Clerk

(SEAL)

I, _____ , a Notary Public of the aforesaid County and State, hereby
certify that Carol L. Barwick , personally appeared before me this day and acknowledged that she is
Clerk to the City Council of the City of Greenville, North Carolina and that by authority duly given and as
the act of the City Council of the City of Greenville, North Carolina, the foregoing instrument was signed
in its name by its Mayor, sealed with an official seal, and attested by her as its Clerk.

Attachment number 1
Page 4 of 4

Witness my hand and Notarial Seal, this the ____ day of _____, 20____.

NOTARY PUBLIC

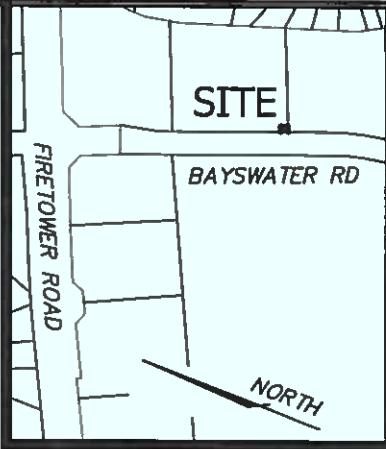
My commission expires:

NOTES:

1. ALL DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS.
2. NO POINTS SET UNLESS OTHERWISE INDICATED.
3. MAP WAS PREPARED FOR EASEMENT ACQUISITION ONLY. IT IS NOT INTENDED TO SERVE AS A BOUNDARY SURVEY OF THE PROPERTIES SHOWN HEREON
4. PROPERTY SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS-OF-WAY, RESTRICTIVE COVENANTS WHICH MAY BE OF RECORD.

LEGEND

P.N.	PARCEL NUMBER		GREENVILLE UTILITIES COMMISSION UTILITY EASEMENT
M.B.	MAP BOOK		
PG.	PAGE		
D.B.	DEED BOOK		
R/W	RIGHT OF WAY		
E.I.P.	EXISTING IRON PIPE		
N/F	NOW OR FORMERLY		
	EXISTING PROPERTY LINE		
	PROPOSED EASEMENT		



Vicinity Map N.T.S.

Attachment number 2
Page 1 of 1

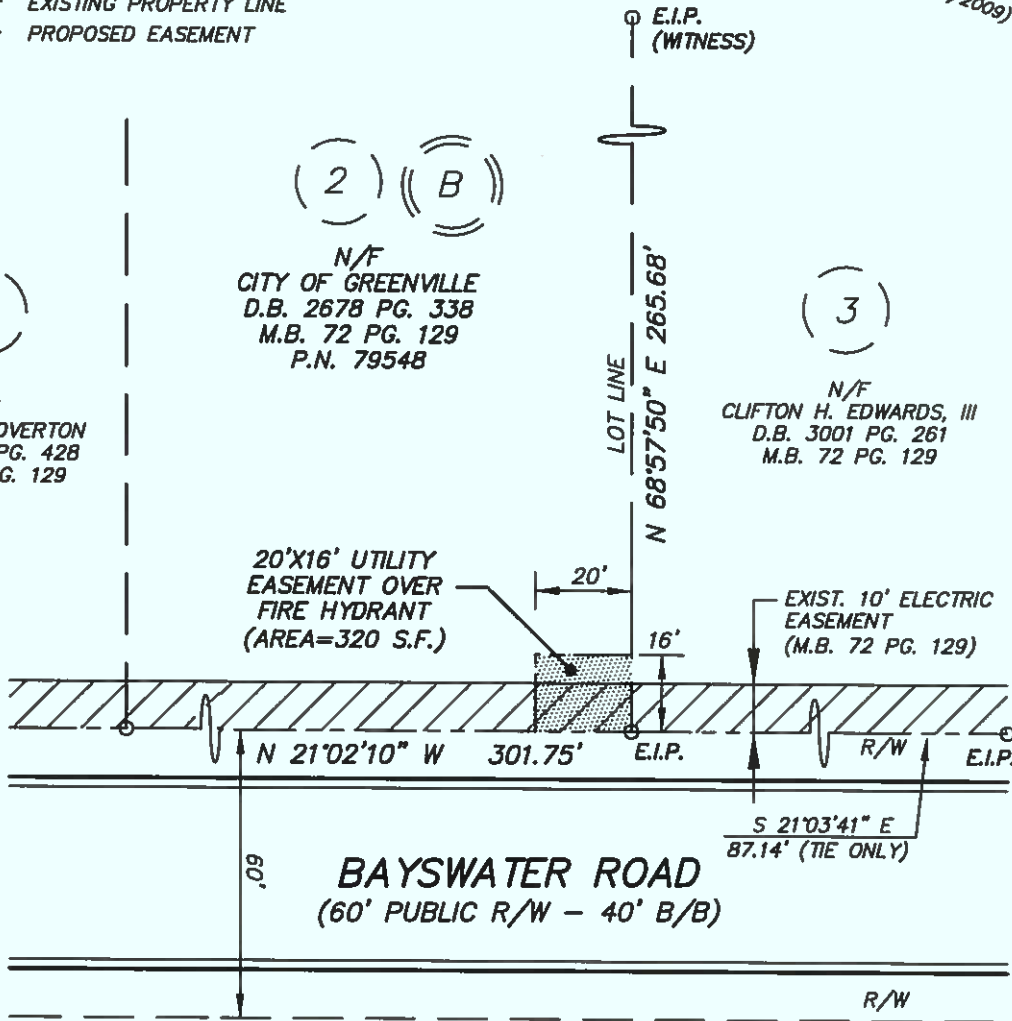
NORTH (MAP BOOK 72 PAGE 129)
(09/23/2009)

REFERENCES

- D.B. 2678 PG. 338
D.B. 2223 PG. 428
D.B. 3001 PG. 261
M.B. 72 PG. 129
P.N. 79548

N/F
CLIFTON H. EDWARDS, III
D.B. 3001 PG. 261
M.B. 72 PG. 129

N/F
V. PARKER OVERTON
D.B. 2223 PG. 428
M.B. 72 PG. 129



REVIEW OFFICER PITT COUNTY
I, Andrew Thomas, Jr.
A REVIEW OFFICER OF THE PITT COUNTY, N.C., CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

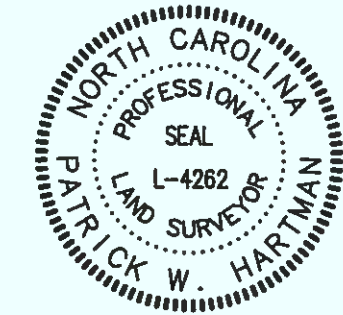
I HEREBY CERTIFY THAT NO APPROVAL IS REQUIRED BY THE CITY OF GREENVILLE PLANNING DEPARTMENT.

Amelia Strong
CITY OF GREENVILLE PLANNING DEPARTMENT

REVIEW OFFICER
DATE 2/6/15

40' 0 20' 40'
SCALE 1 inch = 40 ft

SHEET 1 OF 1
DRAWING NO. G-1197-X
SCALE 1"=40' DRAFT KB



REVISIONS:

NORTH CAROLINA PITT COUNTY
I, PATRICK W. HARTMAN, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM A FIELD SURVEY BY WM ON 8/21/14 FROM DEED DESCRIPTIONS RECORDED IN BOOK AS NOTED; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOKS REFERENCED HEREON; THAT THE RATIO OF PRECISION IS 1:10,000+. I FURTHER CERTIFY PURSUANT TO G.S. 47-30 (f)(11)d. THAT THIS PLAT IS OF ANOTHER CATEGORY (EASEMENT PLAT). WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 5TH DAY OF FEBRUARY, 2015.

Patrick W. Hartman
PROFESSIONAL LAND SURVEYOR LICENSE NO. L-4262

Rivers
& Associates, Inc.
Since 1918
107 East Second Street
Greenville, NC 27858
(252) 752-4135
Engineers
Planners
Surveyors
LICENSE NO. F-0334

EASEMENT MAP FOR:
GREENVILLE UTILITIES COMMISSION
PERMANENT UTILITY EASEMENT
PROPERTY OWNER:
CITY OF GREENVILLE
P.O. BOX 7207
GREENVILLE, N.C. 27834
GREENVILLE, WINTERVILLE TWP, PITT CO., N.C.



City of Greenville, North Carolina

Meeting Date: 5/11/2015
Time: 6:00 PM

Title of Item: Resolution to abandon an electric easement in Clark's Ridge Subdivision and authorize the deed of release

Explanation: **Abstract:** Greenville Utilities Commission seeks to abandon an electric easement, located in Clark's Ridge Subdivision, that is no longer necessary.

Explanation: GUC has received a request to abandon an existing 20-foot wide electrical easement that runs across property commonly known as Lot 1, Clark's Ridge Subdivision, Section I. The 20-foot wide electrical easement previously granted to the City of Greenville for the use and benefit of Greenville Utilities Commission is no longer needed by the Commission and was deemed surplus in 1998; however, the necessary paperwork to abandon the easement was never executed.


At its April 16, 2015 regular meeting, the GUC Board of Commissioners adopted a resolution abandoning said electrical easement and recommends similar action by City Council.

Fiscal Note: No costs to the City.

Recommendation: Adopt the attached resolution and authorize the execution of the attached deed of release

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

Attachments / click to download

 [Resolution](#)

 [Deed of Release](#)

RESOLUTION _____
RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF GREENVILLE, NORTH CAROLINA
ABANDONING AN EXISTING ELECTRICAL EASEMENT 20' IN WIDTH
AND AUTHORIZING EXECUTION OF DEED OF RELEASE

WHEREAS, Greenville Utilities Commission of the City of Greenville, North Carolina (hereinafter referred to as "Commission"), heretofore obtained a twenty foot (20') wide Electrical Easement across property commonly known as Lot 1, Clark's Ridge Subdivision, Section I, according to the Map which appears of record in Map Book 49 at Page 170, Pitt County Public Registry; and

WHEREAS, such Electrical Easement is no longer needed by the Commission; and

WHEREAS, Commission anticipates no use now or in the future for such Electrical Easement hereinafter described as "TO BE ABANDONED;" and

WHEREAS, Commission desires to abandon such twenty foot (20') wide Electrical Easement all as is shown on that certain plat entitled "Final Plat Clark's Ridge Section I Being on the Southeast Side of S.R. 1402 and on the Left Side of N.C. 33 Belvoir Township, Pitt County, North Carolina" which is marked Exhibit "A" and is attached hereto and made a part hereof and to which reference is hereby made for a more particular and accurate description of the Electrical Easement "TO BE ABANDONED;" and

WHEREAS, the current owner of such property has requested the City of Greenville and Commission to abandon such twenty foot (20') wide Electrical Easement as shown on the plat marked Exhibit "A" and attached hereto and made a part hereof, and has requested the City of Greenville to acknowledge such abandonment and release said twenty foot (20') wide Electrical Easement as shown on the plat marked Exhibit "A" as "TO BE ABANDONED;" and

WHEREAS, Commission deems such abandonment to be reasonable and in the best interests of Commission and all parties and requests the City of Greenville to acknowledge such abandonment and to release such twenty foot (20') wide Electrical Easement as shown on such plat as "TO BE ABANDONED" as hereinafter described.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville, North Carolina, in Regular Session held in the Council Chambers of the Municipal Building of the City of Greenville, North Carolina, on the ____ day of _____, 2015, as follows:

1. That the City Council of the City of Greenville does hereby abandon a twenty foot (20') wide Electrical Easement as shown on that certain plat entitled "Final Plat Clark's Ridge Section I Being on the Southeast Side of S.R. 1402 and on the Left Side of N.C. 33 Belvoir

Township, Pitt County, North Carolina” which is marked Exhibit “A” and is attached hereto and made a part hereof, and to which reference is hereby made for a more particular and accurate description of the Electrical Easement “TO BE ABANDONED;” and

2. That the appropriate City Officials be and are hereby empowered to make, execute and deliver to YVONNE HARDY or the current owner of the property encumbered by such twenty foot (20') wide Electrical Easement in an instrument in a form suitable for recording ^{Attachment number 1} to release whatever interests the City of Greenville for the use and benefit of Greenville Utilities Commission, might have in and to such twenty foot (20') wide Electrical Easement to be abandoned as hereinabove described.

Adopted this the ____ day of _____, 2015.

CITY OF GREENVILLE

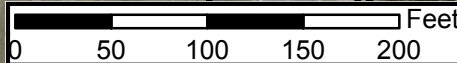
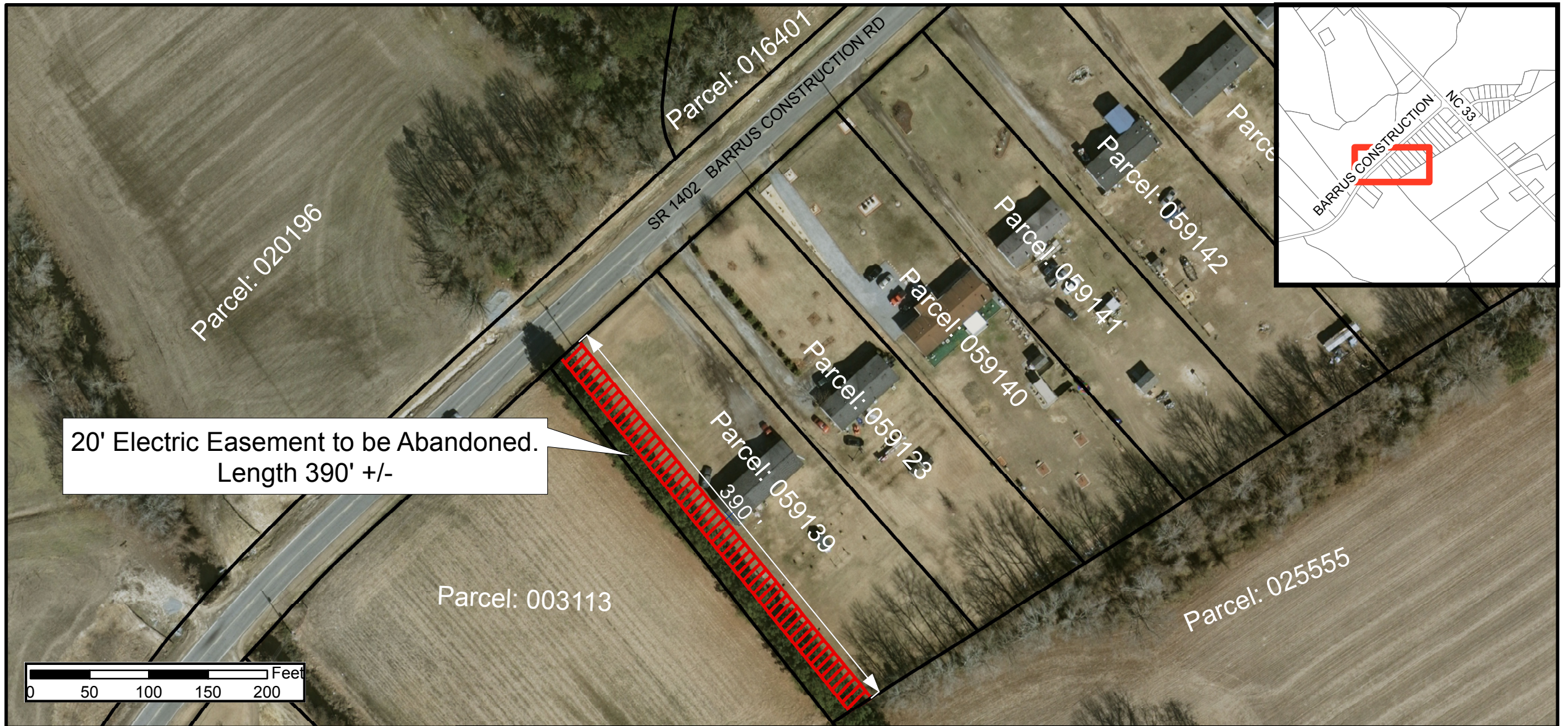
By _____
ALLEN M. THOMAS, Mayor

(SEAL)

ATTEST:

CAROL L. BARWICK, Clerk

C:\Users\aspruill\AppData\Roaming\OpenText\DM\Temp\COG-#1003360-v1-GUC_Resolution_Abandoning_Easement_Clarks_Ridge_Subdivision.docxs



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

**Yvonne Hardy
Easement to be Abandoned
Belvoir TWP, Pitt Co., NC**

Date Created: 3/19/2015

Created by: GDS

Requested by: Chris Corey



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

Item # 5

EXHIBIT "A"

NORTH CAROLINA

DEED OF RELEASE

PITT COUNTY

THIS DEED OF RELEASE, made and entered into this the ____ day of _____, 2015, by and between the City of Greenville, North Carolina, a municipal corporation in Pitt County, North Carolina, party of the first part (hereinafter called GRANTOR), and YVONNE HARDY, party of the second part (hereinafter called GRANTEE).

Attachment number 2
Page 1 of 5

W I T N E S S E T H

THAT WHEREAS, the GRANTOR for the use and benefit of Greenville Utilities Commission currently owns a twenty foot (20') wide Electrical Easement across property commonly known as Lot 1, Clark's Ridge Subdivision, Section I, according to the Map which appears of record in Map Book 49 at Page 170, Pitt County Public Registry, and to which reference is hereby made for a more particular and accurate description of the Electrical Easement "TO BE ABANDONED;" and

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

WHEREAS, Greenville Utilities Commission has no further use or need for such twenty foot (20') wide Electrical Easement to be abandoned" and

WHEREAS, Greenville Utilities Commission has requested that GRANTOR to indicate formally that it has no claims or interest in such property encumbered by such twenty foot (20') wide Electrical Easement shown as to be abandoned on the attached Exhibit "A"; and

WHEREAS, Greenville Utilities Commission has therefore requested GRANTOR to execute a Deed of Release to GRANTEE to indicate its abandonment and release of such twenty foot (20') wide Electrical Easement shown as to be abandoned on the attached Exhibit "A;" and

WHEREAS, the City Council of the GRANTOR, acting on the recommendation of Greenville Utilities Commission, has duly adopted the Resolution abandoning to GRANTEE, such twenty foot (20') wide Electrical Easement, a copy of which said Resolution is attached hereto as Exhibit "B" and made a part hereof.

NOW THEREFORE, pursuant to and in accordance with said Resolution, GRANTOR does hereby remise, release, discharge and forever quitclaim unto GRANTEE, YVONNE HARDY as the current owner of the subject property, his heirs and assigns, all the GRANTOR's rights, title and interest in and to such twenty foot (20') wide Electrical Easement across property commonly known as Lot 1, Clark's Ridge Subdivision, Section I, according to the Map

which appears of record in Map Book 49 at Page 170, Pitt County Public Registry, marked Exhibit "A" and attached hereto and made a part hereof, and to which reference is hereby made for a more particular and accurate description of the twenty foot (20') wide Electrical Easement to be abandoned.

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

CITY OF GREENVILLE, NORTH CAROLINA

By: _____
ALLEN M. THOMAS, Mayor

[SEAL]

Attest:

CAROL L. BARWICK, City Clerk

NORTH CAROLINA

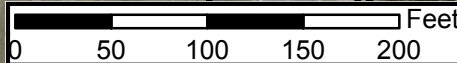
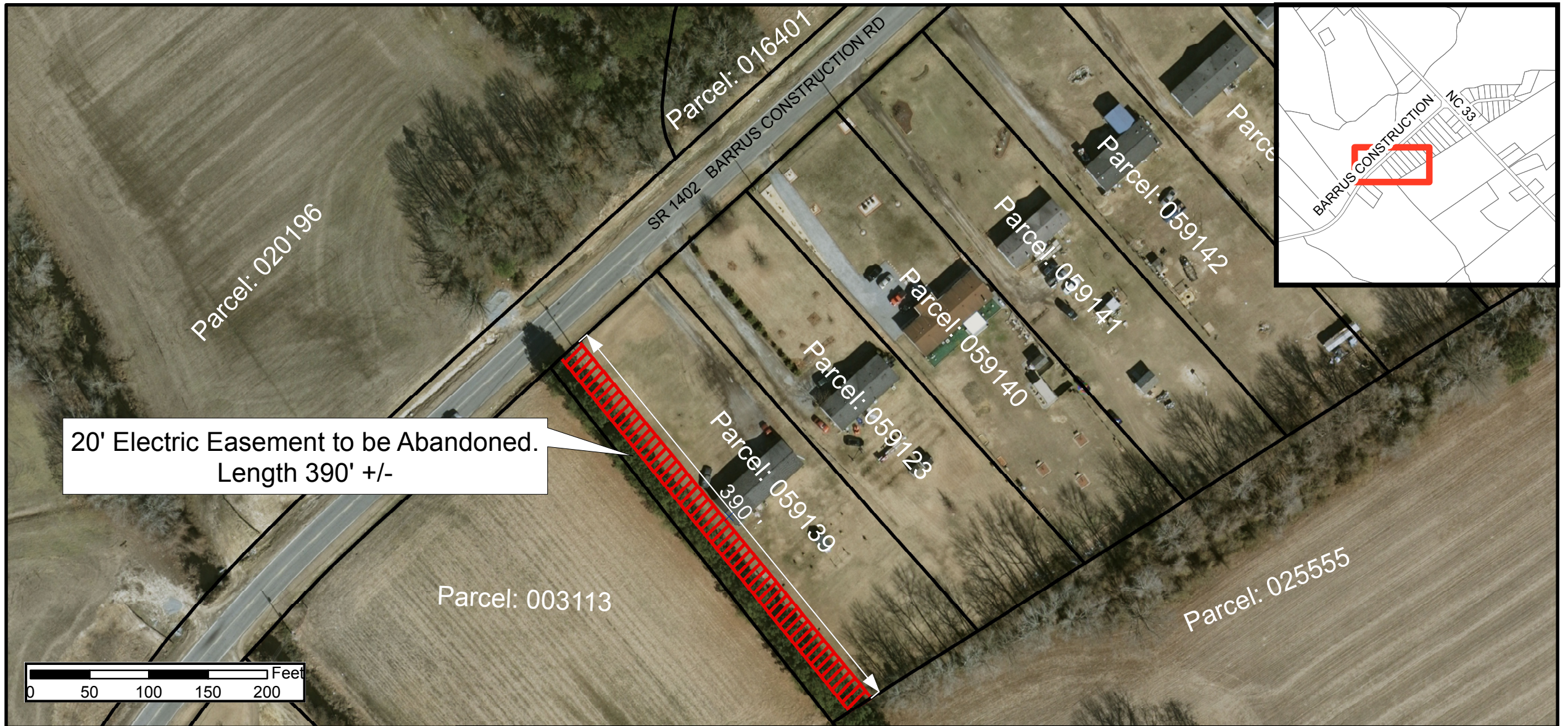
PITT COUNTY

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

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

NOTARY PUBLIC

My Commission Expires:



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

**Yvonne Hardy
Easement to be Abandoned
Belvoir TWP, Pitt Co., NC**

Item # 5

Date Created: 3/19/2015

Created by: GDS

Requested by: Chris Corey



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

RESOLUTION _____
 RESOLUTION OF THE CITY COUNCIL
 OF THE CITY OF GREENVILLE, NORTH CAROLINA
 ABANDONING AN EXISTING ELECTRICAL EASEMENT 20' IN WIDTH
 AND AUTHORIZING EXECUTION OF DEED OF RELEASE

WHEREAS, Greenville Utilities Commission of the City of Greenville, North Carolina (hereinafter referred to as "Commission"), heretofore obtained a twenty foot (20') wide Electrical Easement across property commonly known as Lot 1, Clark's Ridge Subdivision, Section I, according to the Map which appears of record in Map Book 49 at Page 170, Pitt County Public Registry; and

WHEREAS, such Electrical Easement is no longer needed by the Commission; and

WHEREAS, Commission anticipates no use now or in the future for such Electrical Easement hereinafter described as "TO BE ABANDONED;" and

WHEREAS, Commission desires to abandon such twenty foot (20') wide Electrical Easement all as is shown on that certain plat entitled "Final Plat Clark's Ridge Section I Being on the Southeast Side of S.R. 1402 and on the Left Side of N.C. 33 Belvoir Township, Pitt County, North Carolina" which is marked Exhibit "A" and is attached hereto and made a part hereof and to which reference is hereby made for a more particular and accurate description of the Electrical Easement "TO BE ABANDONED;" and

WHEREAS, the current owner of such property has requested the City of Greenville and Commission to abandon such twenty foot (20') wide Electrical Easement as shown on the plat marked Exhibit "A" and attached hereto and made a part hereof, and has requested the City of Greenville to acknowledge such abandonment and release said twenty foot (20') wide Electrical Easement as shown on the plat marked Exhibit "A" as "TO BE ABANDONED;" and

WHEREAS, Commission deems such abandonment to be reasonable and in the best interests of Commission and all parties and requests the City of Greenville to acknowledge such abandonment and to release such twenty foot (20') wide Electrical Easement as shown on such plat as "TO BE ABANDONED" as hereinafter described.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville, North Carolina, in Regular Session held in the Council Chambers of the Municipal Building of the City of Greenville, North Carolina, on the ____ day of _____, 2015, as follows:

1. That the City Council of the City of Greenville does hereby abandon a twenty foot (20') wide Electrical Easement as shown on that certain plat entitled "Final Plat Clark's Ridge Section I Being on the Southeast Side of S.R. 1402 and on the Left Side of N.C. 33 Belvoir Township, Pitt

County, North Carolina” which is marked Exhibit “A” and is attached hereto and made a part hereof, and to which reference is hereby made for a more particular and accurate description of the Electrical Easement “TO BE ABANDONED;” and

2. That the appropriate City Officials be and are hereby empowered to make, execute and deliver to YVONNE HARDY or the current owner of the property encumbered by such twenty foot (20') wide Electrical Easement in an instrument in a form suitable for recording to release whatever interests the City of Greenville for the use and benefit of Greenville Utilities Commission, might have in and to such twenty foot (20') wide Electrical Easement to be abandoned as hereinabove described.

Adopted this the ____ day of _____, 2015.

CITY OF GREENVILLE

By _____
ALLEN M. THOMAS, Mayor

(SEAL)

ATTEST:

CAROL L. BARWICK, Clerk



City of Greenville, North Carolina

Meeting Date: 5/11/2015
Time: 6:00 PM

Title of Item: Grant of greenway easement on property owned for the benefit of Greenville Utilities Commission

Explanation: **Abstract:** A portion of the planned route of the South Tar River Greenway traverses upon property owned by the City of Greenville for the use and benefit of the Greenville Utilities Commission. A greenway easement and temporary construction easement are necessary for the construction and maintenance of the greenway upon this property. The Greenville Utilities Commission has approved the grant, and City Council approval is also required.

Explanation: The South Tar River Greenway, Phase 3 will extend the existing greenway from its current terminus point west of the Town Common (at First Place apartments) westward across Memorial Drive to the VA Clinic on Moyer Boulevard north of West Fifth Street. The planned route of the greenway traverses across property consisting of Tax Parcels 29030 and 31462, which are owned by the City of Greenville for the use and benefit of the Greenville Utilities Commission. A greenway easement and a temporary construction easement are necessary in order to construct and maintain the greenway upon this property.

The Greenville Utilities Commission approved the grant of the easements at its April 16, 2015, meeting. City Council approval is also required.


Attached is the Greenway easement which includes the maps of the easements.

Fiscal Note: There is no cost to the City.

Recommendation: It is recommended that City Council approve the grant of the greenway easement and the temporary construction easement.

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

Attachments / click to download

 [Easement and Maps](#)

This instrument prepared by: David A. Holec, City Attorney, City of Greenville
Return to: City of Greenville, P.O. Box 7207, Greenville, NC 27835

**NORTH CAROLINA
PITT COUNTY**

**GREENWAY
EASEMENT**

THIS DEED OF EASEMENT, made this the _____ day of _____, 2015, by and between the CITY OF GREENVILLE, a municipal corporation created under the laws of the State of North Carolina, for the benefit of Greenville Utilities Commission, a body politic, hereinafter referred to as the GRANTOR, and the CITY OF GREENVILLE, a municipal corporation created under the laws of the State of North Carolina, P.O. Box 7207, Greenville, NC 27835, hereinafter referred to as the CITY;

WITNESSETH:

WHEREAS, the GRANTOR, for the use and benefit of Greenville Utilities Commission, owns the property consisting of Tax Parcel Number 29030 and Tax Parcel Number 31462; and

WHEREAS, the CITY needs the greenway easements and temporary construction easements upon said property and the Greenville Utilities Commission has approved the conveyance of said easements;

NOW, THEREFORE, the GRANTOR, in consideration of the sum of ONE DOLLAR (\$1.00), and other valuable consideration, in hand paid, the receipt of which is hereby acknowledged as paid and received, has bargained and sold and by these presents does grant, bargain, and sell to the CITY, its successors and assigns forever, the perpetual right, easement and privilege to build, construct, lay, install, maintain, and operate a greenway for public use with improvements thereof consisting of access ways, bridges, recreational areas, pipes, drains, connections, and other attachments and equipment and accessories necessary or desirable in connection therewith, to patrol, inspect, alter improve, repair, relocate, remove, and replace any

or all of such access ways, bridges, recreational areas, pipes, drains, connections, and other attachments and equipment and accessories, to cut and keep clear all trees and undergrowth both on the described easement area and adjacent thereto, that may in any way endanger the proper use and enjoyment of this easement by walkers, joggers, bicyclists, nature enthusiasts, and other recreational uses, and to have all rights and privileges necessary or convenient for the full enjoyment or use of this easement, in, on, under, over, through and across certain land hereinafter described, said easement area being described as follows:

Tax Parcel Number 29030

Being a permanent greenway easement over and upon a portion of the property owned by the Grantor, for the use and benefit of the Greenville Utilities Commission, with said permanent greenway easement, temporary construction easement no. 1 and temporary construction easement no. 2 as described on the attached Exhibit "A" and as shown on the map attached as Exhibit "B" titled "Easement Exhibit for: City of Greenville, South Tar River Greenway, Being Over and Upon the Property of Greenville Utility Commission, Project #: G12067, as prepared by Stewart Engineering, Firm License No. C-1015, dated 2/12/15, which reference is made for a more accurate and complete description.

Tax Parcel Number 31462

Being a permanent greenway easement over and upon a portion of the property owned by the Grantor, for the use and benefit of the Greenville Utilities Commission, with said permanent greenway easement, temporary construction easement no. 1 and temporary construction easement no. 2 as described on the attached Exhibit "C" and as shown on the maps attached as Exhibit "D" titled "Easement Exhibit for: City of Greenville, South Tar River Greenway, Being Over and Upon the Property of Greenville Utility Commission, Project #: G12067, as prepared by Stewart Engineering, Firm License No. C-1015, dated 2/12/15, which reference is made for a more accurate and complete description.

TO HAVE, TO HOLD AND TO ENJOY said right, easement and privilege as above defined and described, in, on, under, over, through and across said land and all privileges and appurtenances thereto belonging to the CITY, its successors and assigns forever and that the GRANTOR, for the GRANTOR, the GRANTOR'S heirs, successors, executors, and assigns, hereby warrants and covenants that the GRANTOR is the sole owner of the property; that the GRANTOR solely has the right to grant the said easement; and that the GRANTOR will warrant and defend title to the same against the lawful claims of all persons whomsoever.

The CITY agrees that it will be solely responsible to repair, rebuild, replace, or pay the actual damages caused by the construction of any improvements within the greenway easements which occur to utility lines or facilities of GRANTOR, and CITY agrees to indemnify

and hold GRANTOR harmless on account of same. Such damages for which the CITY shall indemnify GRANTOR shall be any damages caused by the construction, operation, maintenance, or any improvements of the subject property which require any repair, relocation, removal, or replacement of any utility lines or facilities of the GRANTOR.

The singular shall include the plural and reference to gender shall include masculine, feminine, and neuter.

IN WITNESS WHEREOF, the GRANTOR hereunto has set his or her hand and seal the day and year first above written.

CITY OF GREENVILLE

By: _____
ALLEN M. THOMAS, Mayor

ATTEST:

CAROL L. BARWICK, City Clerk

NORTH CAROLINA
PITT COUNTY

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

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

Signature of Notary Public

Notary's printed or typed name

My Commission Expires: _____

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PLAN PARCEL 027
GREENVILLE UTILITIES COMMISSION (PARCEL 29030)
WRITTEN DESCRIPTION (PAGE 1 OF 1)

PERMANENT EASEMENT:

Commencing at a set iron rod on the eastern CSX Railroad right-of-way being 1126.5+/- feet from the northern right-of-way of 3rd Street; thence to the POINT OF BEGINNING being on a bearing N24°33'12"E, 3.51 feet to a set iron rod; thence to a set iron rod on a bearing N 24°33'12" E, 20.07 feet; thence to a point on a bearing S 70°22'24" E, 13.53 feet; thence to a point on a bearing S 70°22'24" E, 12.37 feet; thence to a point on a bearing S 19°37'36" W, 20.00 feet; thence to a point on a bearing N 70°22'24" W, 13.88 feet; thence to a set iron rod on a bearing N 70°22'24" W, 13.74 feet; returning to a POINT OF BEGINNING. Having an area of 535 square feet being 0.01 acres more or less, according to a plat entitled "Easement Exhibit for: City of Greenville South Tar River Greenway" by Stewart Inc., dated February 12, 2015.

TEMPORARY EASEMENT NO.1:

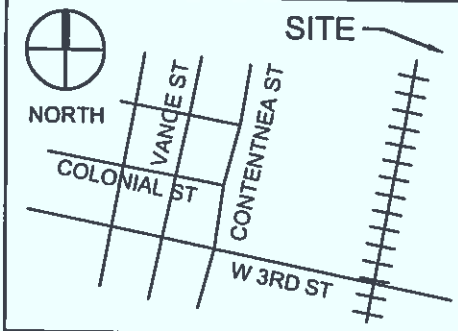
Commencing at a POINT OF BEGINNING being a set iron rod on the eastern CSX Railroad right-of-way being 1126.5+/- feet from the northern right-of-way of 3rd Street; thence to a set iron rod on a bearing N 24°33'12" E, 3.51 feet; thence to a point on a bearing S 70°22'24" E, 13.74 feet; thence to a set iron rod on a bearing N 84°2'53" W, 14.47 feet; returning to a POINT OF BEGINNING. Having an area of 24 square feet being 0.0006 acres more or less, according to a plat entitled "Easement Exhibit for: City of Greenville South Tar River Greenway" by Stewart Inc., dated February 12, 2015.

TEMPORARY EASEMENT NO.2:

Commencing at a set iron rod on the eastern CSX Railroad right-of-way being 1126.5+/- feet from the northern right-of-way of 3rd Street; thence to the POINT OF BEGINNING being on a bearing N24°33'12"E, 23.58 feet to a set iron rod; thence to a set iron rod on a bearing N 24°33'12" E, 1.47 feet; thence to a point on a bearing S 64°08'02" E, 13.48 feet; thence to a set iron rod on a bearing N 70°22'24" W, 13.53 feet; returning to a POINT OF BEGINNING. Having an area of 10 square feet being 0.0002 acres more or less, according to a plat entitled "Easement Exhibit for: City of Greenville South Tar River Greenway" by Stewart Inc., dated February 12, 2015.

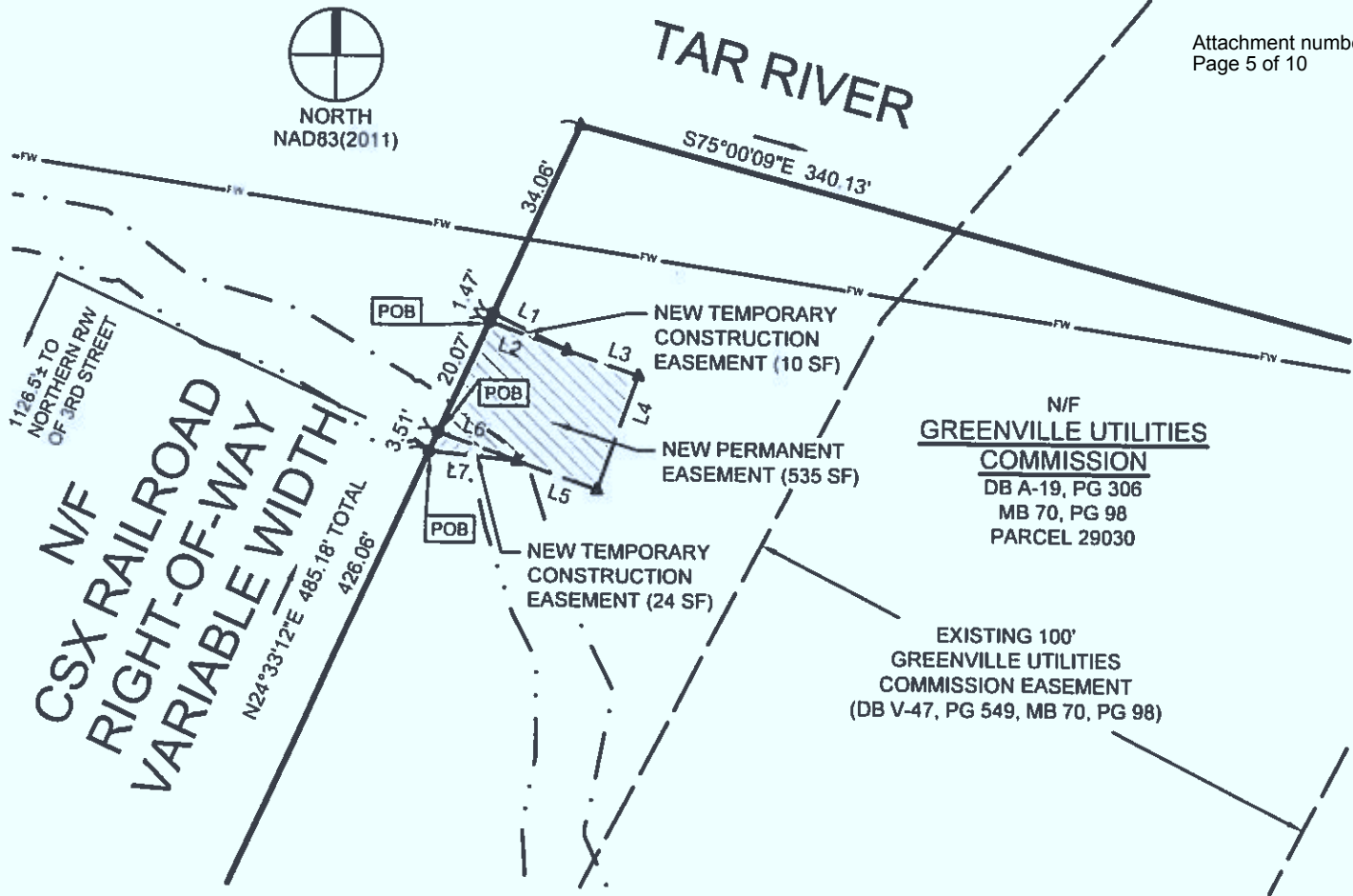
I, RICHARD W. PENCI, CERTIFY THAT THIS MAP WAS DRAWN FROM AN ACTUAL SURVEY MADE BY ME (DEED DESCRIPTION RECORDED IN MAP BOOK 70, PAGE 98; THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOKS REFERENCED HEREON; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY IS 1:10,000+, AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE LAND STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA" (21 NCAC 56.1600)

Richard W. Penci 4/14/15
RICHARD W. PENCI, PLS L-5023



VICINITY MAP
NOT TO SCALE

Attachment number 1
Page 5 of 10



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S64°08'02"E	13.48'
L2	S70°22'24"E	13.53'
L3	S70°22'24"E	12.37'
L4	S19°37'36"W	20.00'
L5	N70°22'24"W	13.88'
L6	N70°22'24"W	13.74'
L7	N84°21'53"W	14.47'

LEGEND

- IRON ROD SET
- ▲ COMPUTED POINT
- Y MEASUREMENT TICK MARK
- [Hatched Box] PERMANENT EASEMENT
- [Dotted Box] TEMPORARY CONSTRUCTION EASEMENT
- 0.2% CHANCE FLOOD LINE
- - - 1% CHANCE FLOOD LINE
- FW FLOODWAY LINE
- SUBJECT PROPERTY LINE
- ADJACENT PROPERTY LINE

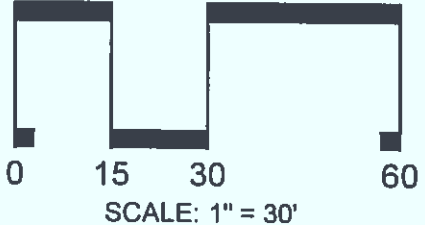
GENERAL NOTES

- ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET, UNLESS OTHERWISE NOTED. AREA BY COORDINATE GEOMETRY.
- THE SUBJECT PROPERTY IS LOCATED IN A SPECIAL FLOOD HAZARD AREA BASED ON THE FLOOD INSURANCE RATE MAP COMMUNITY NUMBER 3720467800K, DATED JULY 7, 2014.

NORTH CAROLINA, COUNTY OF PITT

I, Andrew Thomas, Jr. REVIEW OFFICER OF THE CITY OF GREENVILLE, PITT COUNTY, N.C., CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING

BY *Andrew Thomas, Jr.* 4/15/15
REVIEW OFFICER DATE



EASEMENT EXHIBIT FOR:
CITY OF GREENVILLE
SOUTH TAR RIVER GREENWAY
BEING OVER AND UPON THE PROPERTY OF
GREENVILLE UTILITIES COMMISSION
GREENVILLE TOWNSHIP, GREENVILLE
PITT COUNTY, NORTH CAROLINA

Project No: G12067	Ref No: --
Scale: 1"=30'	Date: 2/12/15
Drawn By: RWP	Sheet: 1 OF 1
Checked By: RWP	Item # 6

PLAN PARCEL 026
GREENVILLE UTILITIES COMMISSION (PARCEL 31462)
WRITTEN DESCRIPTION (PAGE 1 OF 2)

PERMANENT EASEMENT:

Commencing at a set iron rod on the western CSX Railroad right-of-way being 658.4+/- feet from the northern right-of-way of 3rd Street; thence to a point on a bearing N 39°48'08" E, 47.05 feet; thence to POINT OF BEGINNING being N 14°38'46" E, 638.39 feet to a set iron rod; thence to a set iron rod on a bearing S 14°38'46" W, 20.00 feet; thence to a point on a bearing N 75°58'22" W, 2.68 feet; thence along a curve 23.18 feet having a radius of 65.00 feet. The chord of said curve being on a bearing of N 86°11'25" W, a distance of 23.06 feet; thence to a point on a bearing S 83°35'33" W, 136.89 feet; thence along a curve 50.61 feet having a radius of 310.00 feet. The chord of said curve being on a bearing of S 88°16'09" W, a distance of 50.55 feet; thence to a set iron rod on a bearing N 87°03'16" W, 207.30 feet; thence to a set iron rod on a bearing N 09°46'49" E, 20.14 feet; thence to a point on a bearing S 87°03'16" E, 204.90 feet; thence along a curve 47.34 feet having a radius of 290.00 feet. The chord of said curve being on a bearing of N 88°16'09" E, a distance of 47.29 feet; thence to a point on a bearing of N 83°35'33" E, 136.89 feet; thence along a curve 30.32 feet having a radius of 85.00 feet. The chord of said curve being on a bearing of S 86°11'25" E; thence to a set iron rod on a bearing S 75°58'22" E 2.90 feet; returning to a POINT OF BEGINNING. Having an area of 8,430 square feet being 0.19 acres more or less, according to a plat entitled "Easement Exhibit for: City of Greenville South Tar River Greenway" by Stewart Inc., dated February 12, 2015.

TEMPORARY CONSTRUCTION EASEMENT NO. 1:

Commencing at a POINT OF BEGINNING on the western CSX Railroad right-of-way being 658.4+/- feet from the northern right-of-way of 3rd Street; thence to a point on a bearing N 12°34'06" E, 220.65 feet; thence to a point on a bearing N 14°38'46" E, 255.54 feet; thence to a point on a bearing N 50°31'57" W, 75.90 feet; thence to a point on a bearing N 88°15'51" W, 101.33 feet; thence to a point on a bearing N 03°30'06" E, 101.61 feet; thence to a point on a bearing N 86°01'00" W, a distance of 192.44 feet; thence to a set iron rod on a bearing N 09°46'49" E, 1.79 feet; thence to a point on a bearing S 87°03'16" E, 207.30 feet; thence along a curve 50.61 feet having a radius of 310.00 feet. The chord of said curve being on a bearing of N 88°16'09" E, a distance of 50.55 feet; thence to a point on a bearing N 83°35'33" E, 136.89 feet; thence along a curve 23.18 feet having a radius of 65.00 feet. The chord of said curve being on a bearing of S 86°11'25" E, a distance of 23.06 feet; thence to a set iron rod on a bearing S 75°58'22" E, 2.68 feet; thence to a point on a bearing S 14°38'46" W, 618.39 feet; thence to a set iron point on a bearing S 39°48'08" W, 47.05 feet; returning to a POINT OF BEGINNING. Having an area of 40,572 square feet being 0.93 acres more or less, according to a plat entitled "Easement Exhibit for: City of Greenville South Tar River Greenway" by Stewart Inc., dated February 12, 2015.

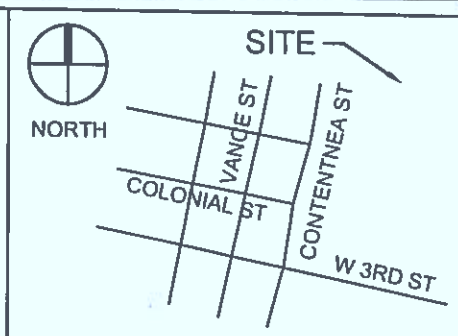
PLAN PARCEL 026
GREENVILLE UTILITIES COMMISSION (PARCEL 31462)
WRITTEN DESCRIPTION (PAGE 2 OF 2)

TEMPORARY CONSTRUCTION EASEMENT NO. 2:

Commencing at a set iron rod on the western CSX Railroad right-of-way being 658.4+/- feet from the northern right-of-way of 3rd Street; thence to a point on a bearing N 39°48'08" E, 47.05 feet; thence to POINT OF BEGINNING being N 14°38'46" E, 638.39 feet to a set iron rod; thence to a point on a bearing N 75°58'22" W, 2.90 feet; thence along a curve 30.32 feet having a radius of 85.00 feet. The chord of said curve being on a bearing of N 86°11'25" W, a distance of 30.16 feet; thence to a point on a bearing S 83°35'33" W, 136.89 feet; thence along a curve 47.34 feet having a radius of 290.00 feet. The chord of said curve being on a bearing of S 88°16'09" W, a distance of 47.29 feet; thence to a set iron rod on a bearing N 87°03'16" W, 204.90 feet; thence to a set iron rod on a bearing N 09°46'49" E, 2.85 feet; thence to a point on a bearing S 87°36'11" E, 238.04 feet; thence to a point on a bearing N 82°51'05" E, 141.28 feet; thence to a set iron rod on a bearing S 84°07'50" E, 43.22 feet; thence to a set iron rod on a bearing S 14°38'46" W, 2.63 feet; returning to a POINT OF BEGINNING. Having an area of 1,642 square feet being 0.04 acres more or less, according to a plat entitled "Easement Exhibit for: City of Greenville South Tar River Greenway" by Stewart Inc., dated February 12, 2015.

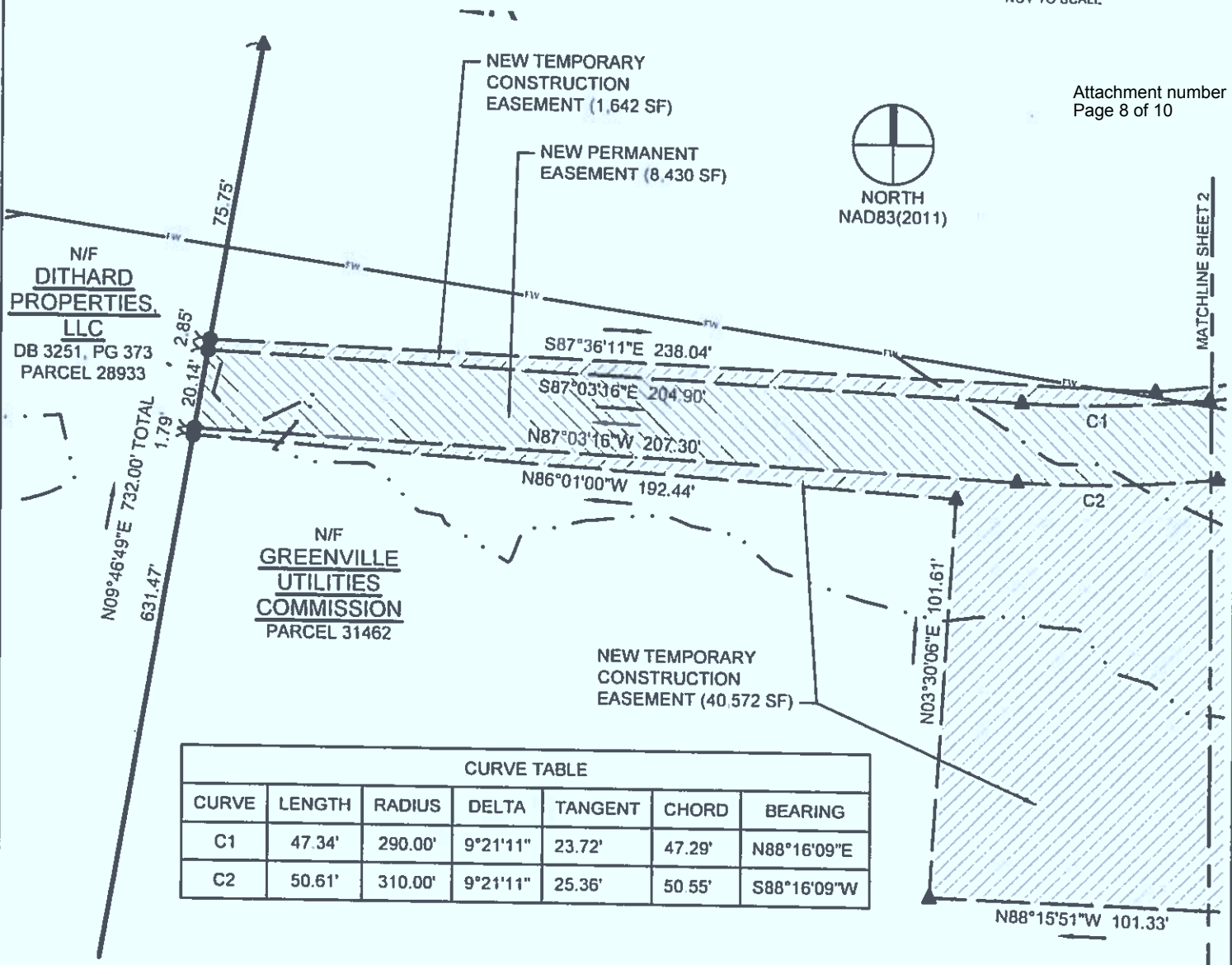
I, RICHARD W. PENCI, CERTIFY THAT THIS MAP WAS DRAWN FROM AN ACTUAL SURVEY MADE BY ME (DEED DESCRIPTION RECORDED IN BOOKS REFERENCED HEREON; THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOKS REFERENCED HEREON; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY IS 1:10,000+; AND THAT THIS MAP MEETS THE REQUIREMENTS OF "THE LAND STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA" (21 NCAC 58.1600).

Richard W. Penc 4/10/15
RICHARD W. PENCI, PLS L-5023



VICINITY MAP
NOT TO SCALE

Attachment number
Page 8 of 10



CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	BEARING
C1	47.34'	290.00'	9°21'11"	23.72'	47.29'	N88°16'09"E
C2	50.61'	310.00'	9°21'11"	25.36'	50.55'	S88°16'09"W

GENERAL NOTES

- ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES IN U.S. SURVEY FEET, UNLESS OTHERWISE NOTED. AREA BY COORDINATE GEOMETRY.
- THE SUBJECT PROPERTY IS LOCATED IN A SPECIAL FLOOD HAZARD AREA BASED ON THE FLOOD INSURANCE RATE MAP COMMUNITY NUMBER 3720467800K, DATED JULY 7, 2014.

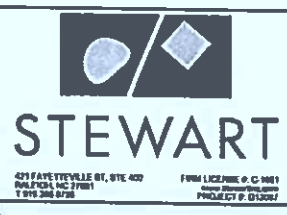
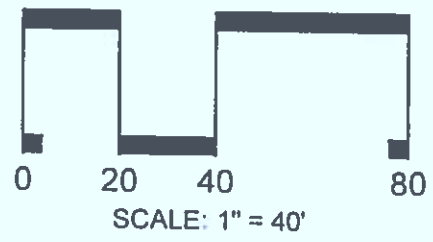
NORTH CAROLINA, COUNTY OF PITT

I, ANDREW THOMAS, JR. REVIEW OFFICER OF THE CITY OF GREENVILLE, PITT COUNTY, N.C., CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

BY *Andrew Thomas Jr.* 4/15/15
REVIEW OFFICER DATE

LEGEND

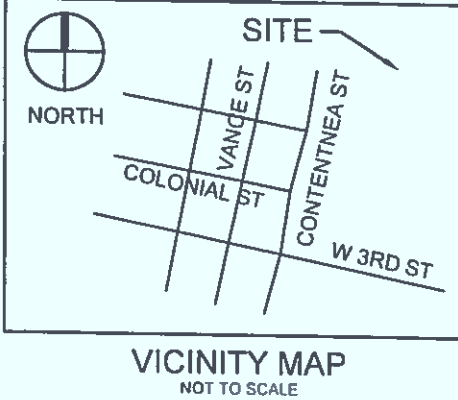
- IRON ROD SET
- ▲ COMPUTED POINT
- Y MEASUREMENT TICK MARK
- PERMANENT EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT
- 0.2% CHANCE FLOOD LINE
- 1% CHANCE FLOOD LINE
- FW FLOODWAY LINE
- SUBJECT PROPERTY LINE
- ADJACENT PROPERTY LINE



EASEMENT EXHIBIT FOR:
CITY OF GREENVILLE
SOUTH TAR RIVER GREENWAY
BEING OVER AND UPON THE PROPERTY OF
GREENVILLE UTILITIES COMMISSION
GREENVILLE TOWNSHIP, GREENVILLE
PITT COUNTY, NORTH CAROLINA

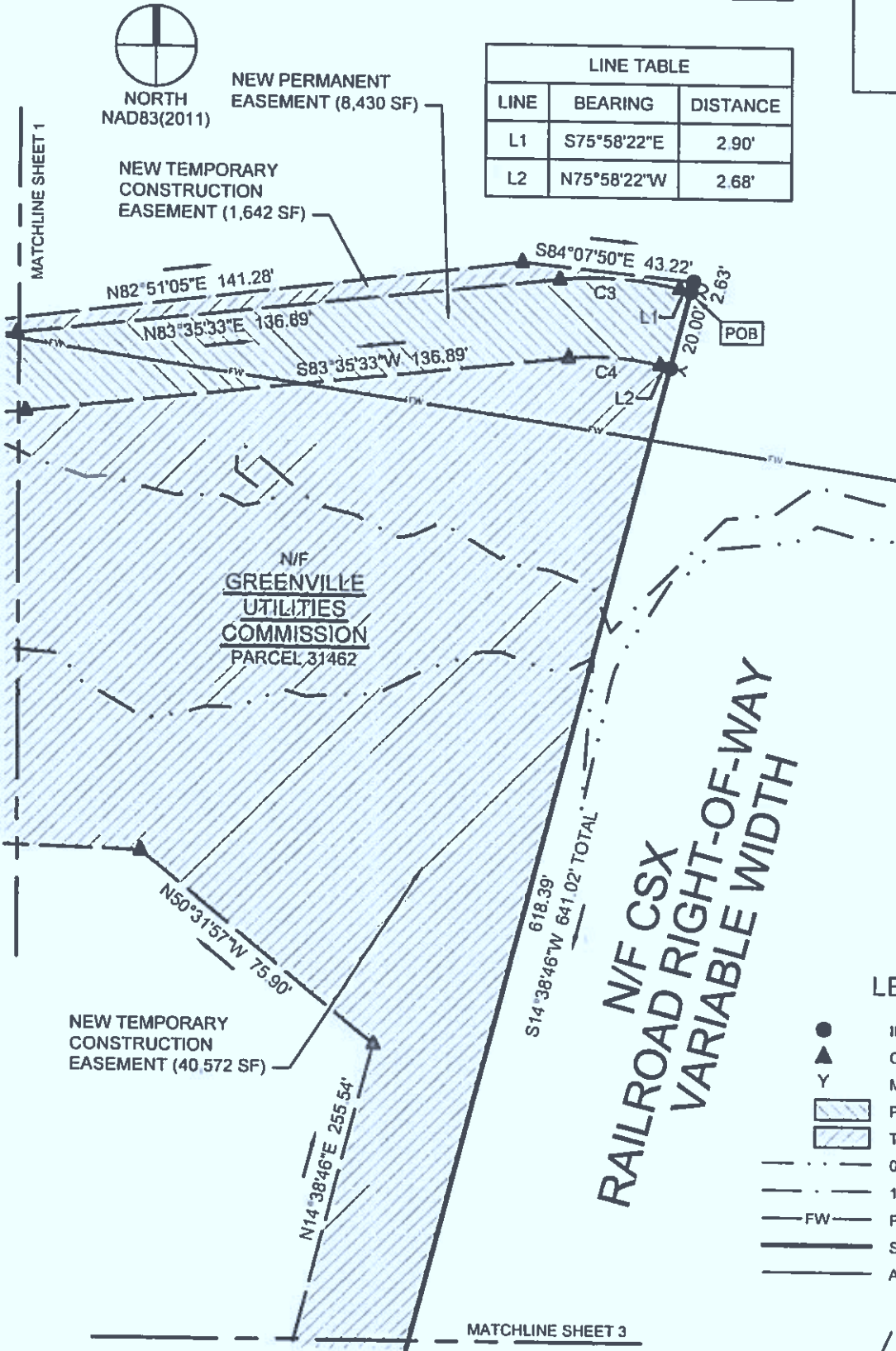
Project No:	G12067	Ref No:	--
Scale:	1"=40'	Date:	2/12/15
Drawn By:	RWP	Sheet:	1 OF 3
Checked By:	RWP	Item #	6

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	BEARING
C3	30.32'	85.00'	20°26'05"	15.32'	30.16'	S86°11'25"E
C4	23.18'	65.00'	20°26'05"	11.72'	23.06'	N86°11'25"W



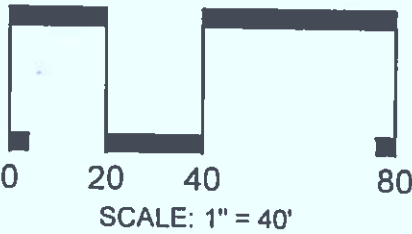
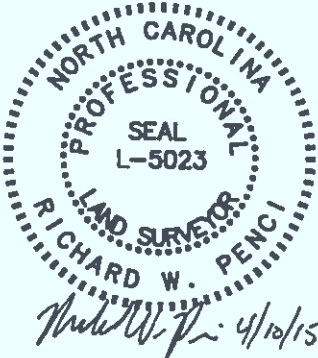
LINE TABLE		
LINE	BEARING	DISTANCE
L1	S75°58'22"E	2.90'
L2	N75°58'22"W	2.68'

Attachment number 1
Page 9 of 10



LEGEND

- IRON ROD SET
- ▲ COMPUTED POINT
- Y MEASUREMENT TICK MARK
- [Hatched Box] PERMANENT EASEMENT
- [Hatched Box] TEMPORARY CONSTRUCTION EASEMENT
- - - 0.2% CHANCE FLOOD LINE
- - - 1% CHANCE FLOOD LINE
- FW FLOODWAY LINE
- SUBJECT PROPERTY LINE
- ADJACENT PROPERTY LINE



EASEMENT EXHIBIT FOR:
CITY OF GREENVILLE
SOUTH TAR RIVER GREENWAY
BEING OVER AND UPON THE PROPERTY OF
GREENVILLE UTILITIES COMMISSION
GREENVILLE TOWNSHIP, GREENVILLE
PITT COUNTY, NORTH CAROLINA

Project No: G12067	Ref No: --
Scale: 1"=40'	Date: 2/12/15
Drawn By: RWP	Sheet: 2 OF 3
Checked By: RWP	Item # 6

MATCHLINE SHEET 2



NORTH
NAD83(2011)



NORTH

SITE



VICINITY MAP

NOT TO SCALE

Attachment number 1
Page 10 of 10

N/F
GREENVILLE
UTILITIES
COMMISSION
PARCEL 31462

NEW TEMPORARY
CONSTRUCTION
EASEMENT (40,572 SF)

N/F CSX
RAILROAD RIGHT-OF-WAY
VARIABLE WIDTH

N14°38'46"E 255.54'

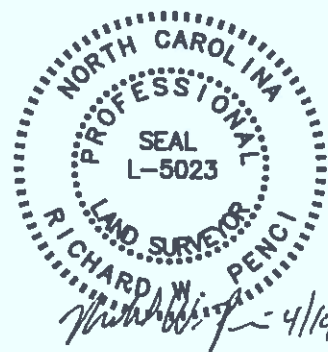
618.39'
S14°38'46"W 641.02' TOTAL

N12°34'06"E 220.65'

S39°48'08"W 47.05'
658.41'± TO
NORTHERN
R/W OF 3RD
STREET

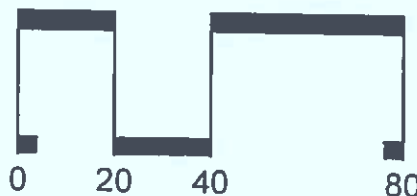
POB

S14°38'46"W 458.41'



LEGEND

- IRON ROD SET
- ▲ COMPUTED POINT
- Y MEASUREMENT TICK MARK
- PERMANENT EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT
- 0.2% CHANCE FLOOD LINE
- 1% CHANCE FLOOD LINE
- FW FLOODWAY LINE
- SUBJECT PROPERTY LINE
- ADJACENT PROPERTY LINE



SCALE: 1" = 40'



STEWART

421 FAYETTEVILLE BL. STE. 400
RALEIGH, NC 27601
TEL 919 286 8720

100% LICENSE P.C. 9001
www.stewartinc.com
PROJECT # G12067

EASEMENT EXHIBIT FOR
CITY OF GREENVILLE
SOUTH TAR RIVER GREENWAY
BEING OVER AND UPON THE PROPERTY OF
GREENVILLE UTILITIES COMMISSION
GREENVILLE TOWNSHIP, GREENVILLE
PITT COUNTY, NORTH CAROLINA

Project No: G12067	Ref No: --
Scale: 1"=40'	Date: 2/12/15
Drawn By: RWP	Sheet: 3 OF 3
Checked By: RWP	Item # 6



City of Greenville, North Carolina

Meeting Date: 5/11/2015
Time: 6:00 PM

Title of Item: Acceptance of modified Golden LEAF Grant award for Project Revere

Explanation: **Abstract:** In January 2015, the City accepted a grant award from the Golden LEAF Foundation to purchase lab equipment, which is to be leased by ArroGen, LLC, a local tech company, and used at its lab facility in Greenville. The Golden LEAF Foundation has since approved a modified grant agreement in the amount of \$427,557 that will better accommodate the company's revised business plans. ArroGen, LLC has committed to creating at least 80 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 originally awarded the City of Greenville a grant to facilitate Project Revere. In April 2015, the Golden LEAF Foundation approved a modified grant in the amount of \$427,557. Copies of the letter announcing that the Golden LEAF Foundation had accepted the modifications and the agreement between the Golden LEAF Foundation and the City of Greenville are attached. Under Project Revere, the City purchases lab equipment that will then be leased by ArroGen, LLC, a local tech 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. ArroGen, LLC provides cutting-edge lab analysis services. The demand for these services is expected to outstrip supply. The company recently merged with another U.K.-based firm, and 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 80 new full-time jobs at its Greenville facility

by the end of 2019.

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%. 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 may result in an adjusted higher interest on lease payments up to 8.5%, terms which are intended to ensure that no significant private benefit is accrued from the arrangement. Consideration of the modified final lease along with the required public hearing for the economic development incentive will take place on May 14, 2015.

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 modified 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 modified Golden Leaf Grant award in the amount of \$427,557.

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

Attachments / click to download

 [Project Revere Golden Leaf Letter](#)



(LONG-TERM ECONOMIC ADVANCEMENT FOUNDATION)

JOHNATHAN L. RHYNE, JR.
CHAIRMAN OF THE BOARD

DAN GERLACH
PRESIDENT

April 15, 2015

Mr. Tom Wisemiller
Economic Development Project Coordinator
City of Greenville
P.O. Box 7207
Greenville, North Carolina 27835-7207

Dear Mr. Wisemiller:

At its meeting on April 2, 2015, the Golden LEAF Foundation Board of Directors approved the modifications to Project Revere requested by the City of Greenville and ArroGen, LLC. Changes include requiring ArroGen, LLC to commit to create 80 new jobs by December 31, 2019 and allowing the City to use the Golden LEAF grant funds to purchase equipment ArroGen, LLC will use to implement a new fingerprint molecular identification technology. The Golden LEAF Board also reduced the amount of the grant to \$427,557, which is the amount needed to implement the modified project.

Enclosed please find two copies of a Revised Grantee Acknowledgment and Agreement form. Please return an executed copy of the form to Golden LEAF and keep a copy for your records. Please also be in touch with Ted Lord of our staff to discuss implementation of the revised grant.

We look forward to receiving future updates outlining progress made through this initiative.

Sincerely,

A handwritten signature in dark ink, appearing to read "Dan Gerlach". The signature is fluid and cursive, with the first name "Dan" and last name "Gerlach" clearly distinguishable.

Dan Gerlach
President

DG:bs

Item # 7

The Golden LEAF Foundation

REVISED 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 ArroGen, LLC, which is headquartered in Greenville. ArroGen provides advanced forensic DNA technologies and expert consulting services to forensic laboratories, law enforcement, attorneys, and government agencies. It is also completing validation of a proprietary fingerprint analysis technology that will allow investigators to use molecular analysis of fingerprints to assess characteristics of individuals such as gender and whether they use illegal drugs. This new technology expands upon products that ArroGen's parent company already sells in European markets. ArroGen plans to add 80 new full time positions by the end of 2019. These new jobs will pay an average salary of \$62,000/year, plus benefits. Greenville will purchase laboratory equipment that it will lease to ArroGen to facilitate this expansion. The equipment will be leased at a rate that will require ArroGen to repay the value of the equipment, plus interest, over five years. Proceeds of the lease may 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; Amended amount: \$427,557.00
5. Award Date: 12/4/2014; REVISED 04-02-2015 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 ArroGen, LLC (the "Company") at fair market value.
 - c) Release of funds is contingent on Golden LEAF's approval of the terms of the lease for the equipment.
 - d) Funds are contingent on the Company agreeing to create 80 new full-time jobs at its Greenville, NC facilities (above its baseline employment on December 31, 2014) no later than December 31, 2019, with an average annual wage of no less than \$62,000, plus benefits, which at a minimum must include one half of the costs of employee-only health insurance. The President of Golden LEAF may approve minor variations of this requirement.
 - e) 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.
 - f) 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.
 - g) 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).

- h) 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

REVISED 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 ArroGen, LLC, which is headquartered in Greenville. ArroGen provides advanced forensic DNA technologies and expert consulting services to forensic laboratories, law enforcement, attorneys, and government agencies. It is also completing validation of a proprietary fingerprint analysis technology that will allow investigators to use molecular analysis of fingerprints to assess characteristics of individuals such as gender and whether they use illegal drugs. This new technology expands upon products that ArroGen's parent company already sells in European markets. ArroGen plans to add 80 new full time positions by the end of 2019. These new jobs will pay an average salary of \$62,000/year, plus benefits. Greenville will purchase laboratory equipment that it will lease to ArroGen to facilitate this expansion. The equipment will be leased at a rate that will require ArroGen to repay the value of the equipment, plus interest, over five years. Proceeds of the lease may 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; Amended amount: \$427,557.00
5. Award Date: 12/4/2014; REVISED 04-02-2015 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 ArroGen, LLC (the "Company") at fair market value.
 - c) Release of funds is contingent on Golden LEAF's approval of the terms of the lease for the equipment.
 - d) Funds are contingent on the Company agreeing to create 80 new full-time jobs at its Greenville, NC facilities (above its baseline employment on December 31, 2014) no later than December 31, 2019, with an average annual wage of no less than \$62,000, plus benefits, which at a minimum must include one half of the costs of employee-only health insurance. The President of Golden LEAF may approve minor variations of this requirement.
 - e) 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.
 - f) 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.
 - g) 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).

- h) 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.

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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.

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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: _____



City of Greenville, North Carolina

Meeting Date: 5/11/2015
Time: 6:00 PM

Title of Item: Contract award for sole-source equipment purchase in support of Project Revere

Explanation: **Abstract:** The Golden LEAF Foundation awarded grant funds to the City to purchase lab equipment, which will be leased to a local company in support of Project Revere. The equipment required for Project Revere is highly specialized. The purchase of the attached Mass Spectrometer, at a total quoted cost of \$427,557, via sole source is to ensure that this equipment meets the needs of Project Revere, as stipulated in attached sole source justification documents.

Explanation: Under the modified grant agreement, the City of Greenville was awarded a total of \$427,557 by the Golden LEAF Foundation to purchase lab equipment that will be leased to support Project Revere at a facility which is located within Greenville 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 80 new full-time jobs at its Project Revere facility by the end of 2019.

The facility has been in operation for a year. Based on operational experiences and industry expertise, the company has determined that the Mass Spectrometer, which is to be leased under this program, is highly specialized equipment that is only suitably provided by one vendor. For that equipment, the Office of Economic Development is proposing that the City award a sole-source contract with Bruker Daltonics, Inc. to provide that specialized equipment, as this equipment cannot be competitively provided by another alternative vendor. The full name of the sole source equipment requested herein is AutoFlex Speed MALDI-TOF Mass Spectrometer, which is manufactured and distributed by Bruker Daltonics Inc.

The purchase of the above item 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 item will cost \$427,557. Budget ordinance amendments are being completed by the Financial Services Department that will allow for the purchase of equipment and subsequent reimbursement by the Golden LEAF Foundation.

Recommendation:

Staff recommends that the City Council award a sole-source contract to the vendor 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 Form](#)

 [Sole Source Letter](#)

CITY OF GREENVILLE

FINANCIAL SERVICES DEPARTMENT

SOLE SOURCE JUSTIFICATION FORM

Date:	April 27, 2015	Requisition No.:	
Dept/Div Name:	Office of Economic Development	Contact Name/Phone:	Tom Wisemiller

Vendor Name:	Bruker Daltonics Inc.
Address:	40 Manning Road
City/State/Zip:	Billerica, MA., 01821
Contact Person:	Steven T. Fannin, Regional Sales Manager
Phone/Fax:	770-350-8260

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: \$ 427,557
<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: AutoFlex Speed MALDI-TOF Mass Spectroemete, to be used by ArroGen, LLC in its Greenville, NC as part of Project Revere, which is being financed by a Golden Leaf Grant to the City.

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 checked="" 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 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 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)		Date:	4/27/2015
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(LONG-TERM ECONOMIC ADVANCEMENT FOUNDATION)

JOHNATHAN L. RHYNE, JR.
CHAIRMAN OF THE BOARD

DAN GERLACH
PRESIDENT

April 15, 2015

Mr. Tom Wisemiller
Economic Development Project Coordinator
City of Greenville
P.O. Box 7207
Greenville, North Carolina 27835-7207

Dear Mr. Wisemiller:

At its meeting on April 2, 2015, the Golden LEAF Foundation Board of Directors approved the modifications to Project Revere requested by the City of Greenville and ArroGen, LLC. Changes include requiring ArroGen, LLC to commit to create 80 new jobs by December 31, 2019 and allowing the City to use the Golden LEAF grant funds to purchase equipment ArroGen, LLC will use to implement a new fingerprint molecular identification technology. The Golden LEAF Board also reduced the amount of the grant to \$427,557, which is the amount needed to implement the modified project.

Enclosed please find two copies of a Revised Grantee Acknowledgment and Agreement form. Please return an executed copy of the form to Golden LEAF and keep a copy for your records. Please also be in touch with Ted Lord of our staff to discuss implementation of the revised grant.

We look forward to receiving future updates outlining progress made through this initiative.

Sincerely,

A handwritten signature in dark ink, appearing to read "Dan Gerlach". The signature is fluid and cursive, with the first name "Dan" and last name "Gerlach" clearly distinguishable.

Dan Gerlach
President

DG:bs

Item # 8

The Golden LEAF Foundation

REVISED 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 ArroGen, LLC, which is headquartered in Greenville. ArroGen provides advanced forensic DNA technologies and expert consulting services to forensic laboratories, law enforcement, attorneys, and government agencies. It is also completing validation of a proprietary fingerprint analysis technology that will allow investigators to use molecular analysis of fingerprints to assess characteristics of individuals such as gender and whether they use illegal drugs. This new technology expands upon products that ArroGen's parent company already sells in European markets. ArroGen plans to add 80 new full time positions by the end of 2019. These new jobs will pay an average salary of \$62,000/year, plus benefits. Greenville will purchase laboratory equipment that it will lease to ArroGen to facilitate this expansion. The equipment will be leased at a rate that will require ArroGen to repay the value of the equipment, plus interest, over five years. Proceeds of the lease may 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; Amended amount: \$427,557.00
5. Award Date: 12/4/2014; REVISED 04-02-2015 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 ArroGen, LLC (the "Company") at fair market value.
 - c) Release of funds is contingent on Golden LEAF's approval of the terms of the lease for the equipment.
 - d) Funds are contingent on the Company agreeing to create 80 new full-time jobs at its Greenville, NC facilities (above its baseline employment on December 31, 2014) no later than December 31, 2019, with an average annual wage of no less than \$62,000, plus benefits, which at a minimum must include one half of the costs of employee-only health insurance. The President of Golden LEAF may approve minor variations of this requirement.
 - e) 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.
 - f) 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.
 - g) 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).

- h) 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

REVISED 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 ArroGen, LLC, which is headquartered in Greenville. ArroGen provides advanced forensic DNA technologies and expert consulting services to forensic laboratories, law enforcement, attorneys, and government agencies. It is also completing validation of a proprietary fingerprint analysis technology that will allow investigators to use molecular analysis of fingerprints to assess characteristics of individuals such as gender and whether they use illegal drugs. This new technology expands upon products that ArroGen's parent company already sells in European markets. ArroGen plans to add 80 new full time positions by the end of 2019. These new jobs will pay an average salary of \$62,000/year, plus benefits. Greenville will purchase laboratory equipment that it will lease to ArroGen to facilitate this expansion. The equipment will be leased at a rate that will require ArroGen to repay the value of the equipment, plus interest, over five years. Proceeds of the lease may 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; Amended amount: \$427,557.00
5. Award Date: 12/4/2014; REVISED 04-02-2015 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 ArroGen, LLC (the "Company") at fair market value.
 - c) Release of funds is contingent on Golden LEAF's approval of the terms of the lease for the equipment.
 - d) Funds are contingent on the Company agreeing to create 80 new full-time jobs at its Greenville, NC facilities (above its baseline employment on December 31, 2014) no later than December 31, 2019, with an average annual wage of no less than \$62,000, plus benefits, which at a minimum must include one half of the costs of employee-only health insurance. The President of Golden LEAF may approve minor variations of this requirement.
 - e) 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.
 - f) 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.
 - g) 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).

- h) 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.
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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: _____



City of Greenville, North Carolina

Meeting Date: 5/11/2015
Time: 6:00 PM

Title of Item: Contract with The Ferguson Group for lobbying services

Explanation: **Abstract:** The City of Greenville desires to contract with The Ferguson Group for lobbying services, as there are key City projects and focus areas for which The Ferguson Group may be able to assist in securing federal and grant funding. The contract would be for one year, beginning on July 1, 2015.

Explanation: The Ferguson Group, a lobbying firm in Washington, DC, assists clients with identifying and securing federal and grant funds for projects and initiatives. The City of Greenville previously contracted with The Ferguson Group for lobbying services from November 1, 2002, through October 31, 2011. During that time, The Ferguson Group assisted the City in obtaining over \$14 million for the Tenth Street Connector, greenways, West Greenville revitalization, Police wireless technology, Green Mill Run stream restoration study, expansion buses and the intermodal center.

There are a number of key projects currently in various stages of development for which The Ferguson Group may be able to assist in securing funding. Examples are the TIGER grant, Tar River Legacy Plan, Town Common development and First Street redevelopment, Dickinson Arts and Innovation District, economic development initiatives, and additional air service at Pitt-Greenville Airport. The Ferguson Group has submitted the attached letter of agreement outlining their services with regard to four priority areas for which the City plans to seek federal assistance.


Fiscal Note: The cost of the 12-month contract is \$6,000 per month, plus reimbursement of expenses (such as travel, postage, etc.) with an annual cap of \$2,500, for a total maximum cost of \$74,500. If the City Council approves the contract, funds will be included in the FY 2015-2016 budget to cover this cost.

Recommendation: Authorize the City Manager to enter into an agreement with The Ferguson Group

as outlined in the letter of agreement.

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Attachments / click to download

 [TFG Letter of Agreement](#)



Building Stronger Communities

1130 Connecticut Avenue, NW
Suite 300
Washington DC 20036
Tel: 202.331.8500
Fax: 202.331.1598

Via electronic mail

April 2, 2015

Ms. Barbara Lipscomb
City of Greenville
P.O. Box 7207
Greenville, NC 27835

Dear Ms. Lipscomb:

Thank you for the detailed information on the four priority areas for which the City plans to seek federal assistance: **Central City**, which includes the Tar River Legacy Plan, Town Common Park Development and First Street Redevelopment Program; **Dickinson Avenue Arts and Innovation District**, which includes enhancements such as parking, street improvements, signage, art, and purchase of brownfield land; **Economic Development** projects, including an additional airline for Pitt-Greenville Airport, corridor improvements and signage, entrepreneur programs (start-ups and accelerators) in the City's economically challenged districts and other areas, and development around the City's industry clusters; and TIGER Grant support for the **Dickinson Corridor Multimodal Transportation Network**. Our team at The Ferguson Group (TFG) has reviewed the information and we are confident that we can help the City of Greenville advance these projects by working with the relevant federal agencies, accessing federal grant funding and other financing mechanisms. You will find below an overall description of TFG's grants methodology and then more specific information on how we can help the City move these priorities forward.

TFG's Grants Methodology

Competitive federal grants represent a significant opportunity for communities like Greenville to supplement local resources with federal funding. In order to successfully compete for federal grant funds, local entities must be strategically positioned and organized to respond to the Notice of Funding Availability. TFG has a proven approach to winning federal grant awards. ***Since 2010, our clients have secured over \$487 million in federal competitive grants.***

TFG will begin working with Greenville to strategically develop the projects related to your funding priorities. For example, we will review the City's TIGER grant project proposal to ensure that the City meets grant eligibility criteria and is positioned to be highly competitive. For all funding projects, TFG will work with the Greenville team to:

- Expand partnerships with local, regional, state, and national organizations.

- Add or subtract project components to better fit federal programmatic objectives.
- Leverage assistance or other local/state/federal resources into the project.
- Recommend the development or expansion of local programs and initiatives that will bolster the success for the grant proposal.

Federal agencies award grants to proposals that are complete and which fully address the key elements of the Notice of Funding Availability. The best-reasoned grant strategy is meaningless unless required forms are properly completed, project budgets are reasonable, and grant narratives convincingly address selection criteria.

TFG understands the importance of ensuring a quality end-product and our grant services do not stop at strategic advice. We assist grant writers in developing checklists and schedules so that they are organized to complete application steps in an efficient manner. We will work directly with Greenville during the grant writing process to provide constant feedback and guidance, including final edits and review of grant narratives and accompanying materials, and we will also take the lead in writing grant applications when appropriate. TFG's professionals have personally written successful grant proposals for essentially every major federal agency and are able to provide relevant insight into every facet of the grant writing and submission process, from the first draft to the final package.

TFG's advocacy will continue after the City's grant application is submitted. Once the grant proposal has been sent to the relevant federal agency, it is important to effectively rally and organize political support for the application. Although federal career staff conduct the initial review and ranking of grant applications, in most programs, it is the political appointees who make the final decision about which applications to fund. These Administration officials must consider multiple factors when making their selections, including an assessment of the political support each project enjoys. Bringing the most effective and targeted political pressure available to bear on these officials can be the difference between a project that secures funding and one that is highly ranked but not funded.

Since 1982, TFG has been working closely with congressional and Administration officials and understands both legislative and executive branch interests and politics. We regularly work to secure a variety of demonstrations of support from lawmakers, including letters, phone calls and meetings with agency staff. Furthermore, TFG has developed strong and meaningful relationships with federal policymakers and program managers needed to strategically time and direct its advocacy efforts in order to achieve the maximum impact.

Greenville's Priorities

Based on the information provided, we understand that Greenville's top priority is to access federal assistance for various aspects of the **Central City**, the **Dickinson Avenue Arts and Innovation District**, numerous **Economic Development** priorities, and the TIGER Grant for the **Dickinson Corridor Multimodal Transportation Network**.

To support all of these initiatives, TFG will utilize the demographic reports and industry cluster analyses that have been completed for the City. Using that information, we will provide a comprehensive grant guide that identifies the programs that the City can and should focus on

based on the demographic and economic statistics and trends. To ensure we have all of the vital information necessary to make these recommendations, TFG will review all reports and add any information we typically include in our Local Government Demographic and Economic Analysis Reports that we provide other clients.

For an example of how TFG has taken an overall project and broken it down into various programmatic and grant opportunities, please see a March 2014 Guide provided to Mooresville, NC entitled "[Developing Downtown Mooresville](#)." This document is being used to help the Town focus on a variety of funding mechanisms to achieve their overall goal of downtown redevelopment. A number of these and other programs could be used to further Greenville's priorities in the **Central City** and the **Dickinson Avenue Arts and Innovation District**.

As one of the **Central City's** priorities, the Tar River Legacy Plan also provides numerous opportunities for federal assistance. TFG has a long history of working successfully with its clients to secure federal support for major waterfront projects, like the Tar River Legacy Plan, including the following:

- *Los Angeles River Restoration, CA* - TFG assisted the Los Angeles River Revitalization Corporation in pursuing funds to complete the Los Angeles River Ecosystem Restoration Feasibility Study, a Corps of Engineers study that is the cornerstone of a public-private partnership to revitalize the Los Angeles River and its watershed. The project is transforming the river basin for new, multiple-benefit uses, including natural system restoration, treatment of storm water runoff, establishment of a continuous River greenway, and an interconnected network of parks and trails. The project is not only reviving the River and restoring its ecological functions, it is restoring the River's identity to one that celebrates the past and the future of Los Angeles.
- *City of Yuma, AZ* - TFG has worked with the City of Yuma, AZ to secure more than \$6 million in federal wetlands restoration assistance tied to waterfront redevelopment in the City.
- *City of Memphis, TN* - TFG helped the City of Memphis, TN on a \$290 million project to revitalize the downtown Mississippi River waterfront with a riverfront esplanade, an amphitheater, parks, road and bridge infrastructure, and mixed-use development.

Our approach would be to dissect the project elements of the Tar River Legacy Plan and identify the sources of federal funding to accelerate work on the project and reduce the costs borne by the City of Greenville. Examples of funding opportunities include:

- Corps of Engineers funds that can be used for a variety of ecosystem restoration and wetlands protection activities. There are currently FY 2014 funds that have not been obligated by the Corps. TFG can work immediately with the City to help access those available funds.
- EPA's Five Star and Urban Waters Restoration Program, which provides funds for collaborative efforts involving 5 or more public and private entities seeking to support diverse local partnerships for wetland, forest, riparian, and coastal habitat restoration; stormwater management; outreach; and stewardship. Funding is provided to efforts with a particular focus on water quality, watersheds, and the habitats supported by participating

partners. The Tar River Legacy Plan would be a good candidate for these funds, which can be used to support planning and project implementation.

- EPA's Non-Point Source Management Program, which supports a wide variety of activities including technical assistance, financial assistance, education, training, technology transfer, demonstration projects and monitoring to assess the success of specific nonpoint source implementation projects, wetland restoration and streambank restoration projects.

Other programs that could fund portions of the Plan include:

- US Fish and Wildlife Service's Boating Infrastructure Grant
- USDA's National Urban and Community Forest Challenge Grant
- DOI's Land and Water Conservation Fund
- DOI's River, Trails, and Conservation Assistance Program
- DOT's Transportation Alternatives Program
- DOI's North American Wetlands Conservation Act Small Grants Program

All of these programs and strategies for accessing program funds will be included in our Tar River Legacy Plan Funding Guide, similar to the Mooresville example above.

One of the City's **Economic Development** priorities is to secure an additional airline at Pitt-Greenville Airport. TFG has particular experience helping a similar airport – Concord Regional Airport – attract low-cost commercial air service. Additionally, we provide continuous support to the airport as it expands and improves its infrastructure. As a result of our work with Concord Regional Airport and other general aviation and commercial airports around the country, TFG has productive working relationships with FAA personnel at Headquarters in Washington, D.C. and in the Memphis Airport District Office, as well as the U.S. Customs and Border Control and the Transportation Security Agency.

The City of Greenville plans to apply for a TIGER grant in the current TIGER VII round to help fund the City's nearly \$16 million **Dickinson Corridor Multimodal Network**. The TIGER grant solicitation opened on April 3; pre-applications are due May 4 and final applications are due June 5. As you know, the TIGER Grant program is extremely competitive. In the last round (TIGER VI), DOT received 797 applications with funding requests totaling \$9.5 billion (for \$600 million of available funding). DOT funded 72 TIGER projects in 46 states, including 4 in North Carolina.

As in previous TIGER grant rounds, an eligible project must:

- Be for no less than \$10 million if it is in an urban area or \$1 million if the project is in a rural area (the maximum grant is \$200 million);
- Have a *minimum* 20% non-federal matching requirement of the total cost of the project (TFG understands the City is committing to a 45% match, which will certainly enhance competitiveness);
- Have a substantially complete environmental review; and
- Be listed in the relevant state, metropolitan or local planning documents or show that you are working with the agency to be listed.

Effectively explaining how a project responds to the Primary and Secondary Criteria is the most important aspect of a TIGER grant narrative. As an applicant, the City of Greenville should be

prepared to respond to all six criteria listed below. Whenever possible, specific metrics on each benefit should be identified and baseline data provided. US DOT encourages applicants to integrate expected outcomes under the banner of the given criteria – Project Readiness, State of Good Repair, Economic Competitiveness, Livability, Environmental Sustainability, and Safety – rather than to propose different project criteria.

Although labeled as “Secondary” criteria, TIGER applicants should not assume that Innovation and Partnership are insignificant aspects of their proposal. Indeed, since the TIGER program is so competitive, most projects in contention for funding score highly on the Primary criteria, and it is often the Secondary criteria that can separate a successful application from an unsuccessful one. In addition, a top DOT priority is to fund projects through the TIGER program that cannot easily be funded through traditional formula programs. Most often these projects involve multiple transportation modes or multi-jurisdictional efforts. If possible, reasons why the proposed project cannot be implemented through available or potential non-TIGER federal funding should be articulated in this section to emphasize the need for a TIGER grant.

Crafting a Benefit-Cost Analysis (BCA) is one of the most technically demanding aspects of a TIGER grant application. An effective BCA requires the monetization of a variety of project costs and benefits, including metrics that aren’t always easily monetized. We understand that an economist at East Carolina University is crafting the BCA for your TIGER grant. We would welcome the opportunity to review and provide any comments or recommendations.

TFG helped El Paso County, CO, secure a \$1.2 million grant in the last TIGER round. TFG professionals worked with the County from the project’s inception to application submission to craft a winning application with significant political support. This award will fund pre-construction activities for reconstruction of Charter Oak Ranch Road and Santa Fe Avenue leading to Gate 19 at the Fort Carson Army Post located in El Paso County, CO. To accommodate Fort Carson’s ongoing expansion, El Paso County is working with the Army to reopen Gate 19 to provide alternate access to the base’s military training infrastructure. The roads leading to Gate 19 are in substandard condition and are unable to support expected traffic resulting from the reopened gate. The project will develop conceptual design and preliminary engineering for rehabilitation of Charter Oak Ranch Road and Santa Fe Avenue.

TFG will begin assisting Greenville’s TIGER team immediately. We are prepared to discuss the merits of the project with members of Greenville’s Congressional Delegation, officials in the Governor’s Office, and leadership in the DOT and the TIGER Office when City representatives travel to D.C. in May.

Proposed Next Steps

TFG proposes a 12-month contract with the City of Greenville beginning July 1, 2015 for a fee of \$6,000 per month. Our team is available to travel to Greenville to discuss your project needs in greater detail and get up to speed on the work the City has already started/completed to advance those projects. In addition to the proposed monthly retainer, TFG recommends that the City will pay TFG for reimbursable expenses with an annual cap of \$2,500. Those expenses include travel (in-town and out-of-town) and related accommodations, document production, telephone, subscriptions, and shipping, handling, and postage.

Please [click here](#) for bios of our TFG professionals. Note that the City will have access to all of TFG's professionals but Greenville's projects will be managed by Jennifer Imo (Managing Partner for Client Services), Roger Gwinn (President/CEO), and Karl Kalbacher (Director of Environment, Economic Development and Grants).

Please let me know if you have any questions or if there is additional information that I can provide to you. Thank you for the opportunity to work together again. There are many federal initiatives and opportunities that the City should be involved in, and we want to help you engage again in federal advocacy. If the terms of this letter of agreement are acceptable to you, please sign both copies and return one to me. The other is for your files. If you have any questions, please don't hesitate to contact me. We are excited about the possibility of reengaging with the City of Greenville.

Sincerely,



Jennifer Imo
Managing Partner for Client Services

THE FERGUSON GROUP, LLC

CITY OF GREENVILLE, NC



ROGER GWINN
President/CEO

BARBARA LIPSCOMB
City Manager

April 2, 2015
Date

Date



City of Greenville, North Carolina

Meeting Date: 5/11/2015
Time: 6:00 PM

Title of Item: Authorization to submit a Local Food Promotion Program (LFPP) Grant to the U.S. Department of Agriculture

Explanation: **Abstract:** The U.S. Department of Agriculture (USDA) has issued a Request for Applications (RFA) for a Local Food Promotion Program (LFPP) Grant in 2015. This competitive grant is designed to support the development and expansion of local and regional food business enterprises to increase domestic consumption of, and access to, locally and regionally produced agricultural products, and to develop new market opportunities for urban farm and ranch operations serving local markets.

Explanation: This is a request to submit a Local Food Promotion Program (LFPP) Grant application to the U.S. Department of Agriculture (USDA) in response to the most recent Request for Applications (RFA). The City of Greenville will be in competition with municipalities and agencies across the nation to receive this funding.

There are two types of grants that agencies can apply for – planning and implementation. An agency may apply for both, but can only be awarded one. The City will apply for both grants, and the funding will enable the City to provide design, marketing, education, job training, and water infrastructure for potential projects.

The total available amount of funding is \$13 million, and there is a maximum grant amount of \$25,000 for the planning grant. The maximum grant amount for the implementation grant is \$100,000. The duration of the planning grant is 12 months, and the duration of the implementation grant is 24 months.

If awarded the planning grant, the Community Development Department (CDD) plans to use the funds to assist in offsetting the costs for the planning and design of the West Greenville Kitchen Facility. If awarded the implementation grant, the CDD will use the funds to expand and improve the West Greenville Community Garden Network, upgrade water infrastructure to current gardens, and establish a farmers market in West Greenville. The funds can also be used to

support gardens throughout the city.

Fiscal Note:

A 25% match from the City will be required. The matching funds would come from the Community Development Trust Fund account.

Recommendation:

Staff recommends that the City Council authorize the submission of the Local Food Promotion Program grant applications to the USDA.

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City of Greenville, North Carolina

Meeting Date: 5/11/2015
Time: 6:00 PM

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

Explanation: **Abstract:** Pursuant to North Carolina General Statute 105-381, adjustment 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 adjustment 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>
Antioch Church Ministries, Inc.	Registered Motor Vehicles	\$141.30
Billy R. Elks	Registered Motor Vehicles	\$133.82
Carolyn B Everette, Jim W Wainwright III, and Bennie R. Beaman	Real Property	\$602.21
Jillane G. Hardee	Registered Motor Vehicles	\$202.46
Elmo & Barbara Meeks	Real Property	\$578.16
Jessica S. Nobles	Registered Motor Vehicles	\$140.34
Pitt Green Electric Membership Corp	Registered Motor Vehicles	\$316.91
Mark F. Tripp	Registered Motor Vehicles	\$196.52
Jose A. Rojas	Registered Motor Vehicles	\$526.73
Donna C. Villarreal- Grimaldo	Individual Personal Property	\$374.33

Fiscal Note: The total to be refunded is \$3,212.78.

Recommendation: Approval of tax refunds by City Council.

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City of Greenville, North Carolina

Meeting Date: 5/11/2015
Time: 6:00 PM

Title of Item: Budget ordinance amendment #9 to the 2014-2015 City of Greenville budget (Ordinance #14-036), amendment to the Housing Trust Fund (Ordinance #2263), amendment to the Watershed Master Plan Capital Project Fund (Ordinance #14-023), amendment to the Town Creek Culvert Capital Project Fund (Ordinance #13-048), amendment to the Special Revenue Grant Fund (Ordinance #11-003), and amendment to the Wayfinding Capital Project Fund (Ordinance #06-65)

Explanation: **Abstract:** This budget amendment is for City Council to review and approve proposed changes to the adopted 2014-2015 budget, the Housing Trust Fund, the Watershed Master Plan Capital Project Fund, the Town Creek Culvert Capital Project Fund, the Special Revenue Grant Fund, and the Wayfinding Capital Project Fund.

Explanation: Attached for consideration at the May 11, 2015, City Council meeting is an ordinance amending the 2014-2015 budget (Ordinance #14-036), the Housing Trust Fund (Ordinance #2263), the Watershed Master Plan Capital Project Fund (Ordinance #14-023), the Town Creek Culvert Capital Project Fund (Ordinance #13-048), the Special Revenue Grant Fund (Ordinance #11-003), and the Wayfinding Capital Project Fund (Ordinance #06-65). 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 received from Koinonia Christian Center Church as a donation for youth programming and beautification. A portion of this receipt (\$1,000) will be appropriated this fiscal year for one Recreation and Parks summer camp trip and t-shirts. The remaining balance will be part of the fiscal year 2015-2016 operations budget to be allocated among Recreation and Parks, Police, and Public Works (\$27,000).

B To appropriate funds received from the Convention and Visitors Authority (CVA) to assist with tourism to offset costs of the Greenville Grooves concert that will take place this summer. This was a one-time administrative fee related to the transition to a new Executive Director (\$12,000).

C To appropriate funds needed to pay for the first year's lease costs and set-up for the 12 parking pay stations and 8 handheld ticketing devices with Hectronic, Inc. The lease will be over a 60-month period with the option to purchase for \$1.00 at the end of the term. Residual funds (\$47,871) from the Wayfinding Capital Project will be used to assist with lease payments over the next four years. Funds have been appropriated for the current year's set-up in the Police Department and will be transferred to Community Development for payment (\$27,541).

D To appropriate Stormwater Utility's fund balance to the Watershed Master Plan Capital Project to pay for additional inventory associated with Harris Mill Run/Schoolhouse Branch basin and Johnsons Mill/Parker Creek basin. This was approved during the April City Council meeting (\$247,515).

E To appropriate funds that have been received during previous years to pay for the grass cutting contract and serve as a match on an upcoming grant (\$40,000).

F To appropriate funds to finalize design work on the Town Creek Culvert project. These funds will be reimbursed by GUC. This item was approved during the April City Council meeting (\$145,100).

G To appropriate grant funds to be received from the NC Department of Transportation for continued coordination and work on the motorcycle safety program known as "Bike Safe" (\$10,000).

H To present the annual budget amendment on behalf of Sheppard Memorial Library. These amendments have already been approved by the Library Board and submitted to the City Council for review (\$53,024).

Fiscal Note:

The budget ordinance amendment affects the following funds: increases the General Fund by \$13,000; increases the Stormwater Utility Fund by \$247,515; increases the Housing Trust Fund by \$40,000; increases the Watershed Master Plan Capital Project Fund by \$247,515; increases the Town Creek Culvert Capital Project Fund by \$145,100; increases the Special Revenue Grant Fund by \$10,000; decreases the Sheppard Memorial Fund by \$53,024; and has a net zero impact on the Wayfinding Capital Project Fund.

<u>Fund Name</u>	<u>Original /Amended Budget</u>	<u>Proposed Amendment</u>	<u>Amended Budget 5/11/2015</u>
General	\$ 83,981,028	\$ 13,000	\$ 83,994,028
Stormwater Utility	\$ 4,905,004	\$ 247,515	\$ 5,152,519
Housing Trust	\$ 302,975	\$ 40,000	\$ 342,975
Watershed Master Plan	\$ 3,395,490	\$ 247,515	\$ 3,643,005

Town Creek Culvert	\$ 10,959,308	\$ 145,100	\$ 11,104,408
Special Revenue Grant	\$ 2,320,694	\$ 10,000	\$ 2,330,694
Sheppard Memorial Library	\$ 2,498,749	\$ (53,024)	\$ 2,445,725

Recommendation: Approve budget ordinance amendment #9 to the 2014-2015 City of Greenville budget (Ordinance #14-036), amendment to the Housing Trust Fund (Ordinance #2263), amendment to the Watershed Master Plan Capital Project Fund (Ordinance #14-023), amendment to the Town Creek Culvert Capital Project Fund (Ordinance #13-048), amendment to the Special Revenue Grant Fund (Ordinance #11-003), and amendment to the Wayfinding Capital Project Fund (Ordinance #06-65)

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 [Budget Amendment FY 2014 2015 985202](#)

ORDINANCE NO. 15-
CITY OF GREENVILLE, NORTH CAROLINA
Ordinance (#9) Amending the 2014-2015 Budget (Ordinance #14-036), amendment to Housing Trust Fund (Ordinance #2263),
amendment to the Watershed Master Plan Capital Project Fund (Ordinance #14-023),
amendment to the Town Creek Culvert Capital Project Fund (Ordinance #13-048), amendment to the
Special Revenue Grant Fund (Ordinance #11-003), and amendment to the Wayfinding Capital
Project Fund (Ordinance #06-65)

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		#9 Amended 5/11/15	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	A	27,000	256,686	1,906,277
Privilege License	535,495		-	-	535,495
Other Licenses, Permits and Fees	4,227,195		-	1,454	4,228,649
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	B	12,000	12,000	260,106
Interest on Investments	551,012		-	-	551,012
Transfers In GUC	6,485,183		-	-	6,485,183
Other Financing Sources	-	C	47,871	47,871	47,871
Appropriated Fund Balance	4,233,202	A,C	(73,871)	2,852,149	7,085,351
TOTAL REVENUES	\$ 80,818,868		\$ 13,000	\$ 3,175,160	\$ 83,994,028
APPROPRIATIONS					
Mayor/City Council	\$ 319,836		\$ -	\$ -	\$ 319,836
City Manager	1,218,689		-	139,372	1,358,061
City Clerk	256,358		-	-	256,358
City Attorney	455,458		-	-	455,458
Human Resources	2,914,679		-	5,545	2,920,224
Information Technology	3,233,383		-	-	3,233,383
Fire/Rescue	13,658,352		-	41,865	13,700,217
Financial Services	2,585,265		-	1,118	2,586,383
Recreation & Parks	7,722,995	A	1,000	120,237	7,843,232
Police	23,849,424	C	(27,541)	96,688	23,946,112
Public Works	9,190,127		-	70,733	9,260,860
Community Development	2,654,725	B,C	39,541	42,083	2,696,808
OPEB	400,000		-	-	400,000
Contingency	155,869		-	(7,747)	148,122
Indirect Cost Reimbursement	(1,268,214)		-	-	(1,268,214)
Capital Improvements	4,873,454		-	57,959	4,931,413
Total Appropriations	\$ 72,220,400		\$ 13,000	\$ 567,853	\$ 72,788,253
OTHER FINANCING SOURCES					
Transfers to Other Funds	\$ 8,598,468		\$ -	\$ 2,607,307	\$ 11,205,775
	\$ 8,598,468		\$ -	\$ 2,607,307	\$ 11,205,775
TOTAL APPROPRIATIONS	\$ 80,818,868		\$ 13,000	\$ 3,175,160	\$ 83,994,028

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

	ORIGINAL 2014-2015 BUDGET		Amended 5/11/15	Total Amendments	Amended 2014-2015 Budget
ESTIMATED REVENUES					
Stormwater Utility Fee	\$ 4,301,401		\$ -	\$ -	\$ 4,301,401
Other Revenue	2,000		-	-	2,000
Appropriated Fund Balance	601,603	D	247,515	247,515	849,118
TOTAL REVENUES	\$ 4,905,004		\$ 247,515	\$ 247,515	\$ 5,152,519
APPROPRIATIONS					
Stormwater Fund	\$ 4,905,004	D	247,515	\$ 247,515	\$ 5,152,519
Total Expenditures	\$ 4,905,004		\$ 247,515	\$ 247,515	\$ 5,152,519
TOTAL APPROPRIATIONS	\$ 4,905,004		\$ 247,515	\$ 247,515	\$ 5,152,519

Section III: Estimated Revenues and Appropriations. **Housing Trust Fund**, of Ordinance 2263, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	ADJUSTED BUDGET		Amended 5/11/2015	Total Amendments	Amended Budget
ESTIMATED REVENUES					
State/Loc/Fed Grant	\$ 170,500	E	\$ 8,000	\$ 8,000	\$ 178,500
Loan Payments	7,210	E	23,793	23,793	31,003
Other Income	4,265	E	8,207	8,207	12,472
Transfer from Other Funds	121,000		-	-	121,000
TOTAL REVENUES	\$ 302,975		\$ 40,000	\$ 40,000	\$ 342,975
APPROPRIATIONS					
Revitalization	\$ 19,332		\$ -	\$ -	\$ 19,332
Rehabilitation	221,113		-	-	221,113
Loans Made	62,530	E	40,000	40,000	102,530
Total Expenditures	\$ 302,975		\$ 40,000	\$ 40,000	\$ 342,975
TOTAL APPROPRIATIONS	\$ 302,975		\$ 40,000	\$ 40,000	\$ 342,975

Section IV: Estimated Revenues and Appropriations. **Watershed Masterplan Capital Project Fund**, of Ordinance 14-023, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	ORIGINAL BUDGET		Amended 5/11/15	Total Amendments	Amended Budget
ESTIMATED REVENUES					
State/Fed/Loc Grants	\$ 195,490		\$ -	\$ -	\$ 195,490
Transfer from Stormwater Utility	3,200,000	D	247,515	247,515	3,447,515
TOTAL REVENUES	\$ 3,395,490		\$ 247,515	\$ 247,515	\$ 3,643,005
APPROPRIATIONS					
Engineering - Green Mill Run	\$ 1,200,000		\$ -	\$ -	\$ 1,200,000
Engineering - Neuse River	1,200,000		-	-	1,200,000
Engineering - N. Tar Rivier	800,000	D	247,515	247,515	1,047,515
Engineering - ECU & Main College Hill	195,490		-	-	195,490
Total Expenditures	\$ 3,395,490		\$ 247,515	\$ 247,515	\$ 3,643,005
TOTAL APPROPRIATIONS	\$ 3,395,490		\$ 247,515	\$ 247,515	\$ 3,643,005

Section V: Estimated Revenues and Appropriations. **Town Creek Culvert Capital Project Fund**, of Ordinance 13-048, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	ADJUSTED BUDGET		Amended 5/11/15	Total Amendments	Amended Budget
ESTIMATED REVENUES					
State/Fed/Loc Grants	\$ -	F	\$ 145,100	\$ 145,100	\$ 145,100
Transfer from Stormwater Utility Fund	1,000,000		-	-	1,000,000
Loan Proceeds	8,262,500		-	1,696,808	9,959,308
TOTAL REVENUES	\$ 9,262,500		\$ 145,100	\$ 1,841,908	\$ 11,104,408
APPROPRIATIONS					
Capital Improvements	\$ 9,262,500	F	\$ 145,100	\$ 1,841,908	\$ 11,104,408
Total Expenditures	\$ 9,262,500		\$ 145,100	\$ 1,841,908	\$ 11,104,408
TOTAL APPROPRIATIONS	\$ 9,262,500		\$ 145,100	\$ 1,841,908	\$ 11,104,408

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

	ADJUSTED BUDGET		Amended 5/11/15	Total Amendments	Amended 2014-2015 Budget
ESTIMATED REVENUES					
Special Fed/State/Loc Grant	\$ 2,161,408	G	\$ 10,000	\$ 10,000	\$ 2,171,408
Transfer from General Fund	79,286		-	-	79,286
Transfer from Pre-1994 Entitlement	80,000		-	-	80,000
TOTAL REVENUES	\$ 2,320,694		\$ 10,000	\$ 10,000	\$ 2,330,694
APPROPRIATIONS					
Personnel	\$ 114,387		\$ -	\$ -	\$ 114,387
Operating	1,389,405	G	10,000	10,000	1,399,405
Capital Outlay	816,902		-	-	816,902
Total Expenditures	\$ 2,320,694		\$ 10,000	\$ 10,000	\$ 2,330,694
TOTAL APPROPRIATIONS	\$ 2,320,694		\$ 10,000	\$ 10,000	\$ 2,330,694

Section VII: Estimated Revenues and Appropriations. **Sheppard Memorial Library Budget**, of Ordinance 14-036, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	ORIGINAL 2014-2015 BUDGET		Amended 5/11/2015	Total Amendments	Amended 2014-2015 Budget
ESTIMATED REVENUES					
City of Greenville	\$ 1,140,440		\$ -	\$ -	\$ 1,140,440
Pitt County	570,220	H	(16,527)	(16,527)	553,693
Pitt County - Bethel/Winterville	6,229	H	(229)	(229)	6,000
Town of Bethel	30,015		-	-	30,015
Town of Winterville	171,423	H	(9,803)	(9,803)	161,620
State Aid	184,113	H	1,652	1,652	185,765
Desk/Copier Receipts	127,500	H	(2,500)	(2,500)	125,000
Interest	1,000	H	500	500	1,500
Misc Revenues	31,000	H	10,000	10,000	41,000
Greenville Housing Authority	10,692		-	-	10,692
Fed/Local Grants	81,666		-	-	81,666
Capital - City Funded	108,334		-	-	108,334
Appropriated Fund Balance	36,117	H	(36,117)	(36,117)	-
TOTAL REVENUES	\$ 2,498,749		\$ (53,024)	\$ (53,024)	\$ 2,445,725
APPROPRIATIONS					
Sheppard Memorial Library	\$ 2,498,749	H	(53,024)	(53,024)	\$ 2,445,725
Total Expenditures	\$ 2,498,749		\$ (53,024)	\$ (53,024)	\$ 2,445,725
TOTAL APPROPRIATIONS	\$ 2,498,749		\$ (53,024)	\$ (53,024)	\$ 2,445,725

Section VIII: Estimated Revenues and Appropriations. **Wayfinding Capital Project Fund**, of Ordinance 06-65, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	ADJUSTED BUDGET	Amended 5/11/2015	Total Amendments	Amended Budget
ESTIMATED REVENUES				
Transfer from General Fund	\$ 308,606	\$ -	\$ -	\$ 308,606
Investment Earnings	2,536	-	-	2,536
TOTAL REVENUES	\$ 311,142	\$ -	\$ -	\$ 311,142
APPROPRIATIONS				
Construction	\$ 271,142	C (47,871)	\$ (47,871)	\$ 223,271
Transfer to Convention Center	40,000	-	-	40,000
Transfer to General Fund	-	C 47,871	47,871	47,871
Total Expenditures	\$ 311,142	\$ -	\$ -	\$ 311,142
TOTAL APPROPRIATIONS	\$ 311,142	\$ -	\$ -	\$ 311,142

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

Adopted this 11th day of May, 2015.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk



City of Greenville, North Carolina

Meeting Date: 5/11/2015
Time: 6:00 PM

Title of Item: Presentations by Boards and Commissions

a. Planning and Zoning Commission

Explanation: The Planning and Zoning Commission is scheduled to make its annual presentation to City Council at the May 11, 2015, meeting.

Fiscal Note: N/A

Recommendation: Hear the presentation from the Planning and Zoning Commission.

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City of Greenville, North Carolina

Meeting Date: 5/11/2015
Time: 6:00 PM

Title of Item: Presentation of the City's proposed Fiscal Year 2015-2016 operating budget

Explanation: **Abstract:** City staff will present the proposed fiscal year 2015-2016 operating budget.

Explanation: As provided in the approved budget schedule, staff will present the City's proposed fiscal year 2015-2016 operating budget during the May 11, 2015, City Council meeting.

During the May 14, 2015, City Council meeting, representatives from the Pitt-Greenville Convention and Visitors Authority, Sheppard Memorial Library, and Greenville Utilities Commission will present their proposed fiscal year 2015-2016 budgets.

In compliance with Section 160A-148(5) of the North Carolina General Statutes, the City Council will hold a public hearing on Monday, June 8, and consider adopting the annual budget ordinance on Thursday, June 11.

Fiscal Note: The final amount for the City's budget will be determined by City Council action at the June 11, 2015, City Council meeting.

Recommendation: Receive the presentation on the proposed fiscal year 2015-2016 operating budget and provide feedback and direction.

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City of Greenville, North Carolina

Meeting Date: 5/11/2015
Time: 6:00 PM

Title of Item: Report and recommendations regarding Pay Study

Explanation: At the April 20, 2015 joint City Council-Greenville Utilities Commission meeting, City Council requested that the City Manager provide information on alternative pay adjustments and living wages. Information will be presented by City staff to City Council at the May 11, 2015 meeting.

Fiscal Note: To be determined based on Council action.

Recommendation: Review report and options presented by City staff.

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City of Greenville, North Carolina

Meeting Date: 5/11/2015
Time: 6:00 PM

Title of Item: Resolution directing publication of Notice of Intent to make an application to the Local Government Commission (LGC), making certain findings relating to the authorization and issuance of General Obligation Public Improvement Bonds of the City of Greenville, North Carolina, and authorizing the Director of Financial Services to file application for approval thereof with the LGC

Explanation: **Abstract:** This resolution is for review and approval by the City Council so that staff may move forward with the application to the LGC to authorize through public referendum the issuance of General Obligation debt for street and pedestrian transportation improvements.

Explanation: At the April 20, 2015, City Council meeting, the City Council discussed the possibility of a funding strategy for special projects for the City. The Financial Services and City Attorney's offices have been working with the Financial Advisors and Bond Counsel to initiate steps on a 2015 General Obligation bond for streets and pedestrian transportation improvements.

The bond referendum is scheduled for November 3, 2015 and the bond question reads as indicated below.

Street and Pedestrian Transportation Bonds

Shall the order adopted on _____, 2015, authorizing not exceeding \$13,850,000 Street and Pedestrian Transportation Bonds of the City of Greenville, North Carolina, for the purpose of providing funds, together with any other available funds, for providing street and pedestrian transportation improvements in said City, including, but without limiting the generality of the foregoing, constructing, reconstructing, widening, extending, resurfacing and improving streets and roads, thoroughfares, and bridges; constructing, reconstructing, relocating and eliminating grade crossings and grade separations; constructing and installing traffic controls, signals, gateway treatments, markers, lighting, street trees and street furniture; improving, relocating and installing utility lines; constructing sidewalks, bike and pedestrian trails, greenways, curbs,

gutters, culverts and drains; and acquiring any necessary rights of way or easements therefor, and authorizing the levy of taxes in an amount sufficient to pay the principal of and the interest on said bonds, be approved?

Attached is the resolution that calls for a Notice of Intent to make an application with the LGC for this bond. Additionally attached is the "Notice of Intent" that will be published in The Daily Reflector explaining the intent of the City to file the application referenced above. The source of funds for the debt service associated with this project is the City's General Fund.

Fiscal Note:


Annual debt service payment amounts are anticipated to begin in fiscal year 2016-2017 and will be included in the biennial budget and operating plan with a two-cent tax increase, if required to pay the new debt service.

Recommendation:

Approve the attached resolution directing publication of Notice of Intent to make an application to the Local Government Commission (LGC), make certain findings relating to the authorization and issuance of General Obligation Public Improvement Bonds of the City of Greenville, North Carolina, and authorize the filing of the application for approval with the LGC.

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 [Resolution of Intent to Issue Bonds 1003299](#)

 [Notice of Intent to Apply for Bond Approval 1003298](#)

A regular meeting of the City Council of the City of Greenville, North Carolina, was held in the Council Chambers of the City Hall Building, 200 West Fifth Street, Greenville, North Carolina, the regular place of meeting, at 6:00 P.M., on Monday, May 11, 2015.

Present: Mayor Allen M. Thomas, presiding, and Council Members _____

Absent: _____

* * * * *

[The Director of Financial Services introduced the following resolution, which was read by title and summarized by the City Manager:]

RESOLUTION DIRECTING PUBLICATION OF NOTICE OF INTENT TO MAKE AN APPLICATION TO THE LOCAL GOVERNMENT COMMISSION, MAKING CERTAIN FINDINGS RELATING TO THE AUTHORIZATION AND ISSUANCE OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF THE CITY OF GREENVILLE, NORTH CAROLINA, AND AUTHORIZING THE DIRECTOR OF FINANCIAL SERVICES TO FILE APPLICATION FOR APPROVAL THEREOF WITH THE LOCAL GOVERNMENT COMMISSION

WHEREAS, the City Council of the City of Greenville, North Carolina (the “City”) is considering the authorization of not exceeding \$13,850,000 General Obligation Public Improvement Bonds of the City (the “Bonds”) for the purpose of providing funds, together with any other available funds, for portions of the costs of certain street and transportation improvement capital projects; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA, as follows:

Section 1. The City Council hereby directs the publication of a notice of intent to file an application for approval of the Bonds with the Local Government Commission of North Carolina.

Section 2. The City Council hereby finds and determines, in connection with authorizing the issuance of the Bonds, that (a) the proposed issuance of the Bonds is necessary or expedient for the City, (b) the proposed principal amount of the Bonds is adequate and not excessive for the proposed purpose of such issue, (c) the City's debt management procedures and policies are good and are managed in strict compliance with law, (d) any increase in taxes necessary to service the Bonds will not be excessive, and (e) under current economic conditions, the Bonds can be marketed at reasonable rates of interest.

Section 3. The Director of Financial Services is hereby designated as the representative of the City to file an application for approval of the Bonds with the Local Government Commission of North Carolina, and all actions heretofore taken by the Director of Financial Services and any other officers of the City relating to such matter are hereby approved, ratified and confirmed.

Section 4. This resolution shall take effect immediately upon its passage.

Upon motion of Council Member _____, seconded by Council Member _____, the foregoing resolution entitled:

“RESOLUTION DIRECTING PUBLICATION OF NOTICE OF INTENT TO MAKE AN APPLICATION TO THE LOCAL GOVERNMENT COMMISSION, MAKING CERTAIN FINDINGS RELATING TO THE AUTHORIZATION AND ISSUANCE OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF THE CITY OF GREENVILLE, NORTH CAROLINA, AND AUTHORIZING THE DIRECTOR OF FINANCIAL SERVICES TO FILE APPLICATION FOR APPROVAL THEREOF WITH THE LOCAL GOVERNMENT COMMISSION”

was passed by the following vote:

Ayes: Council Members _____

Noes: _____

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I, Carol L. Barwick, City Clerk of the City of Greenville, North Carolina, DO HEREBY CERTIFY that the foregoing has been carefully copied from the recorded minutes of the City Council of said City at a meeting held on May 11, 2015, said record having been made in Minute Book No. ____ of the minutes of said City Council, beginning at page ____ and ending at page ____, and is a true copy of so much of said proceedings of said City Council as relates in any way to the passage of the resolution described in said proceedings.

WITNESS my hand and the official seal of said City, this ____ day of May, 2015.

City Clerk

[SEAL]

NOTICE OF INTENT TO
APPLY TO THE LOCAL GOVERNMENT COMMISSION
FOR APPROVAL OF BONDS

NOTICE is hereby given of the intention of the undersigned to file an application with the Local Government Commission, Raleigh, North Carolina, for its approval of the issuance of the following proposed bonds of the City of Greenville, North Carolina, which bonds shall be subject to the approval of the voters of said City at a referendum:

\$13,850,000 STREET AND PEDESTRIAN TRANSPORTATION BONDS for the purpose of providing funds, together with any other available funds, for providing street and pedestrian transportation improvements in said City, including, but without limiting the generality of the foregoing, constructing, reconstructing, widening, extending, resurfacing and improving streets and roads, thoroughfares, and bridges; constructing, reconstructing, relocating and eliminating grade crossings and grade separations; constructing and installing traffic controls, signals, gateway treatments, markers, lighting, street trees and street furniture; improving, relocating and installing utility lines; constructing sidewalks, bike and pedestrian trails, greenways, curbs, gutters, culverts and drains; and acquiring any necessary rights of way or easements therefor.

Any citizen or taxpayer who objects to said bonds in whole or in part may file with the Local Government Commission a statement setting forth his objections and containing his name and address as provided in Section 159-50 of the General Statutes of North Carolina, in which event he shall also file a copy of such statement with the undersigned, at any time within seven days from the date of publication of this Notice. Objections set forth in said statement will be considered by said Commission, along with said application, in determining whether to approve or disapprove said application.

CITY COUNCIL OF THE CITY OF GREENVILLE,
NORTH CAROLINA

By: Bernita Demery
Director of Financial Services



City of Greenville, North Carolina

Meeting Date: 5/11/2015
Time: 6:00 PM

Title of Item: Report on Input on a Proposal to Amend Greenville City Council Terms

Explanation: **Abstract:** At their Annual Planning Session on January 24, 2015, City Council directed that input be sought from citizens on a proposal to amend the terms of members of the Greenville City Council. A report on the input received is being provided.

Explanation: In response to a current year tactic listed in the 2014-2015 Strategic Plan, a memo was provided to City Council in Notes to Council on August 27, 2014. The memo outlined the process and the potential advantages and disadvantages of pursuing a charter amendment to extend the length of City Council terms. City Council discussed this issue at its Planning Session on January 24, 2015, and directed that input be sought from citizens on a proposal to amend the terms of members of the Greenville City Council.

A report on the input received is attached.

* * *

Schedule

At its March 16, 2015, meeting, City Council confirmed that the preferred date for a referendum on a proposed charter amendment changing the length of terms of City Council is the May, 2016, primary date. This action did not mean that Council will commence the process for the change but established benchmarks for the scheduling of consideration by Council of the required actions. With the May, 2016 primary date, action by this City Council to adopt a resolution of intent to consider a charter amendment and set a public hearing can occur either (1) at the August 10, 2015, meeting (with the Ordinance implementing the charter amendment and setting the referendum date scheduled to occur at the October 8, 2015, meeting) or (2) at the September 10, 2015, meeting (with the Ordinance implementing the charter amendment and setting the referendum date scheduled to occur at the November 9, 2015, meeting).

The primary election for all offices (except for United States President) elected in 2016 is May 3, 2016. These offices include U.S. Senator (Richard Burr's seat), U.S. Representatives, N.C. Governor, N.C. Lieutenant Governor, N.C. Senators, N.C. Representatives, N.C. Attorney General, N.C. Secretary of State (and all other Council of State offices), County Commissioners, Clerk of Superior Court, Register of Deeds, and District Attorney. By the provisions of G.S. 163-213.2, the North Carolina Presidential Preference Primary is also to be held on May 3, 2016, unless South Carolina holds its presidential preference primary before March 15, 2016, in which event, the N.C. Presidential Preferential Primary will be the Tuesday after that date. South Carolina has not yet officially set its presidential preference primary date. A bill (House Bill 457) has been introduced during this session of the General Assembly to amend this statute which would establish the Presidential Preference Primary date as March 8, 2016. This bill has passed the House and it appears that it is likely that this bill will be approved.

Board of Elections Director Dave Davis advises that the average percentages for turnout at elections is as follows:


- Municipal election –17%
- Primary with or without a presidential preference – 24.56%
- Presidential preference primary (1976 and 1988) – 36.8%


The proposed March, 2016, date of the Presidential Preference Primary is also a possible referendum date in addition to the May, 2016, primary date. However, since the cost to the City for an election is determined by the number of questions on the ballot, it would involve significant expense. The estimated expense for having the referendum on the date of the May, 2016, primary is between \$3,200 and \$4,000. The estimated expense for having the referendum on the proposed March, 2016, date of the Presidential Preference Primary is \$58,500.

Fiscal Note: If Council determines to proceed with a referendum, there is an expense involved.


Recommendation: It is recommended that City Council consider the report. Action by Council is not required at this time since Council previously determined that it would conduct the election after the November 2015 municipal election, if it determines to proceed with scheduling a referendum.

Attachments / click to download

 [Terms Memo](#)

 [Citizen Input](#)

TO: Mayor and City Council Members

FROM: David A. Holec, City Attorney 

DATE: May 5, 2015

SUBJECT: Input on a Proposal to Amend Greenville City Council Terms

At its Planning Session on January 24, 2015, City Council directed that input be sought from citizens on a proposal to amend the length of the terms of members of the Greenville City Council. The purpose of this memo is to summarize the efforts to solicit input and the input received.

Solicitation of Input

Efforts to solicit input on a proposed charter amendment changing the length of the terms of City Council were as follows:

--A presentation on the proposal was made at the Chamber of Commerce Power Luncheon on Tuesday, March 17, 2015, at noon at the Hilton. Information on the scheduled public forums was provided and an email address was given for comments to be sent.

--A presentation on the proposal was made at the monthly meeting of the Interfaith Clergy Standing for Our Community on Thursday, March 26, 2015, at noon at the Sheppard Memorial Library. Information on the scheduled public forums was provided and an email address was given for comments to be sent.

--A public forum was held on Tuesday, March 31, 2015, at 6 p.m. in the Council Chambers of City Hall. An opportunity to provide comments in a public comment type format was afforded and to submit written comments was afforded. An email address was given for comments to be sent.

--A public forum was held on Thursday, April 2, 2015, at 6 p.m. in the Chapel at the Lucille W. Gorham Intergenerational Center. An opportunity to provide comments in a public comment type format was afforded and to submit written comments was afforded. An email address was given for comments to be sent.

--A presentation on the proposal was made at the Uptown Greenville Board of Directors meeting on Thursday, April 23, 2015, at 8:30 a.m. in the United Way conference room. An email address was given for comments to be sent.

--Promotion of the public forums occurred via GTV, City Page, fliers, Facebook, email list used by Community Development, and event tips to media. The members of the Neighborhood Advisory Board assisted in promoting the public forums.

--After the public forums, a notice in the City Page and on the City website advising of the opportunity to comment was published.

Input

Input was received at the scheduled public forums in the form of public comment and of submitted written comment on forms provided at the public forums. Additionally, input was received in the form of submitted emails and Facebook messages.

A videotape of the March 31, 2015, public forum is available for viewing. The audio recording of the April 2, 2015, public forum is available for listening. The power point presentation made at the public forums is available for viewing.

A summary of comments at the **March 31, 2015, Public Forum** is as follows:

1. Andrew Gorman stated that he supports keeping the terms at 2 years; that it is best to have all seats elected at the same time; and that a change to a staggered system makes it too complicated.
2. Nancy Colville stated that she opposes the proposed change to 4 year terms; that United States Congressmen have 2 year terms and they address more complicated matters than Council; that 4 years is too long for a Council that does not get along or does things which the voters do not agree; that a change would impact voters ability to participate in the elective process; and that term limits should be considered.
3. Chris Mansfield stated that he supports keeping the 2 year terms; that having elections more often promotes a representative democracy and its purpose to have representatives represent a constituency; that 4 year terms would result in lack of responsiveness and an inability to be nimble; and that term limits should be considered.
4. Adele Greer stated that she supports keeping the 2 year terms; and that having staggered elections would be complicated for voters.
5. Uriah Ward stated that he supports keeping 2 year terms; and since Council has a visible, immediate impact, having elections more often makes sense.
6. David Douglas stated that he would like to hear from Council Members which they prefer.
7. Carolyn Glast stated that she does not believe a change would be good; and that if the current system is not broken, why fix it.
8. Ann Maxwell stated that she wonders whether other cities, who have changed, believe it has been a good change.

A summary of comments at the **April 2, 2015**, Public Forum is as follows:

1. Angela Cooper stated that the terms should remain at 2 years; that this would combat persons becoming complacent; that competition is healthy; and that staff can assist new members in getting them up to date on ongoing initiatives.
2. Keith Cooper stated that the 2 year terms should stay; that there is no reason to change the length; that term limits should be considered; that good pending initiatives which are popular will continue after an election; that there should be concern about career politicians; and that we should want new ideas and imagination.
3. Ajal Purswani stated that 2 year terms for Council Members should not change but the Mayor should have a 4 year term in order to allow more time for the Mayor's initiatives; that a lot can change in a 2 year period; and that if the elected representative is doing good, the voters will re-elect him and if the elected representative is not doing good, voters will not re-elect him.
4. Brenda Harris stated that 2 year terms keep people honest; that there is a need for checks and balances and elections every 2 years provides this; and that elections more often allows people to be exposed for what they are doing or not doing.
5. Don Cavelleni stated that 2 year terms should not change; that 4 year terms would be less democratic; that 4 year terms limit the ability to hold people accountable; and that there is no reason to change.
6. Kimberly Atkinson stated that there is a need to have Council Members to be responsive; and that 4 years would be too long.
7. Moses Teel stated that his comments are on a written statement which he distributed.

The sign-up sheets for the public forums are attached. All written comments received are attached as follows:

- 1) March 30, 2015, Facebook comment by Jim Latham (supports 4 year terms);
- 2) March 30, 2015, Facebook comment by Dave Alexander (term limits instead of extension);
- 3) March 31, 2015, Forum comment by Andrew Gorham (keep 2 year terms);
- 4) March 31, 2015, Forum comment by Nancy Colville (opposes 4 year terms);
- 5) April 1, 2015, Email comment by Lars and Pat Larsen (opposes 4 year terms);
- 6) April 1, 2015, Email comment by Vince Bellis (notes that overwhelming majority of Council Members have served over 2 terms);
- 7) April 2, 2015, Forum comment by Angela Cooper (keep 2 year terms);

- 8) April 2, 2015, Forum comment by Keith Cooper (keep 2 year terms);
- 9) April 2, 2015, Forum comment by Brenda Harris (keep 2 year terms);
- 10) April 2, 2015, Forum comment by Kimberly Atkinson (keep 2 year terms);
- 11) April 2, 2015, Forum comment by Moses Teel (is justice included in the votes?);
- 12) April 4, 2015, Email comment by Donna Whitley (supports 4 year terms);
- 13) April 5, 2015, Email comment by Kacem Sebti (supports 4 year terms); and
- 14) April 11, 2015, Email comment by Sherry Pofahl (supports 4 year terms).

cc: Barbara Lipscomb, City Manager

NEIGHBORHOOD ADVISORY BOARD



Tuesday, March 31, 2015

Members and Guests

FORUM TO AMEND CITY COUNCIL TERMS SIGN-IN SHEET

Name (PLEASE PRINT)	District	Liaison Y/N	E-mail Address
1 Tiana Keith, Staff			gturnage@greenvillenc.gov
2 Gwen Turnage, Staff			tkeith@greenvillenc.gov
3 Merrill Flood, CD Director			mflood@greenvillenc.gov
4 Dave Holec, City Attorney			dholec@greenvillenc.gov
5 Carolyn Huet	1	X	Casue@suddenlink.net
6 Mary Q. Kennedy	4	fy	merrysandra@gmail.com
7 Laura E McKenna	3	Y	mkennal@ecu.edu
8 NANCY COLVILLE	5		
9 Andrew Gorman	6		andrewraygorman@gmail
10 Blythe Termeer	4	Y	
11 Sharon Stang	5	Y	rick.stang@gmail.com
12 Brenda Diggs	5	X	bdiggs@comcastmail.com
13 DAVID DOUGLAS	2	X	Nenee
14 Uriah Ward	3	no	UriahWard@yahoo.com

NEIGHBORHOOD ADVISORY BOARD



Tuesday, March 31, 2015

Members and Guests

FORUM TO AMEND CITY COUNCIL TERMS SIGN-IN SHEET

	Name (PLEASE PRINT)	District	Liaison Y/N	E-mail Address
15	<i>V. Bellis</i>	<i>3</i>	<i>Y</i>	
16	<i>Ann Bellis</i>	<i>3</i>	<i>N</i>	
17	<i>Ann Maxwell</i>			<i>NAB Member</i>
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				

4/2/15

NAME

ADDRESS

Moses Teufel

2788 Old River Rd

NANCY COLVILLE

DISTRICT 5

Rick Smiley

D4 - 102 Christenbury

Reels Crokey

D5

Keith W. Cooper

P.O. Box 30103, Greenville

Angela Cooper

P.O. Box 30103, Greenville

Calvin Mercer

210 Quail Hollow Rd

Ajay Palswani

1900 Exchange Drive

Devinder Gulati

112 Fort Santa Drive Greenville

Getty News

2615 Calumet Way Greenville

Don Daus

Don Cavallini

101 Lancaster Dr Greenville 27834

Breda Harris

2223 Hollyhock Ct

Harry Harris

Greenville
27844 The Dragon

RD Hamby

business 417 @ gmail com

1

Reply to this email to comment on this photo.

This message was sent to shawley@greenvillenc.gov. If you don't want to receive these emails from Facebook in the future, please [unsubscribe](#).

Facebook, Inc., Attention: Department 415, PO Box 10005, Palo Alto, CA 94303

Follow Up Flag:	Follow up
Flag Status:	Flagged

Comment #2.

Steve Hawley
Communications Manager / Public Information Officer
 City of Greenville, NC
shawley@greenvillenc.gov
www.greenvillenc.gov
 252-329-4131



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* Please note that any and all correspondence to and from this email address is subject to North Carolina Public Records Law and may be disclosed to third parties.

From: Facebook <update+oof09aoy@facebookmail.com>

Reply-To: Reply to Comment

<e+1youyja000000bbdwv0009ax83tsxp00000000000000000000000000002vi09@reply.facebook.com>

Date: Monday, March 30, 2015 at 10:57 PM

To: Steve Hawley <shawley@greenvillenc.gov>

Subject: Dave Alexander (friends with Brittony Bray Peele) commented on City of Greenville, NC Government's p...



Facebook

Dave Alexander (friends with Brittony Bray Peele) commented on City of Greenville, NC Government's photo.



Dave Alexander

March 30 at 10:57pm

I would rather vote on a term limit versus an extension. This City needs new people and ideas. Too many are holding us back for their own biases and personal agendas.

 Like

 Comment

See comment

Reply to this email to comment on this photo.

This message was sent to shawley@greenvillenc.gov. If you don't want to receive these emails from Facebook in the future, please [unsubscribe](#).

Facebook, Inc., Attention: Department 415, PO Box 10005, Palo Alto, CA 94303

Proposal

Amend the City Charter:

- Length of the terms of Greenville City Council Members is changed from 2 years to 4 years
- The terms are staggered so one-half of the Council is elected every 2 years
- Mayor's term either remains at 2 years or is changed from 2 years to 4 years

COMMENTS:

- Keep terms at 2 years
- Double the size of the Council
- Make all seats at-large
- There is no reason to increase term-length or to stagger it other than to subvert democracy.

NAME (Please Print):

Andrew Gorman

ADDRESS:

4A Merry Lane

-or- email your comments to dholec@greenvillenc.gov

Item # 17

3/31/15

Proposal

Amend the City Charter:

- Length of the terms of Greenville City Council Members is changed from 2 years to 4 years
- The terms are staggered so one-half of the Council is elected every 2 years
- Mayor's term either remains at 2 years or is changed from 2 years to 4 years

COMMENTS:

See, attached.

NAME (Please Print):

NANCY COLVILLE

ADDRESS:

113 LORD ASHLEY DR GUILFORD NC 27858

-or- email your comments to dholec@greenvillenc.gov

3/31/15

Item # 17

I WISH TO SPEAK IN OPPOSITION TO THE PROPOSED EXTENDED TERM OF OFFICE FOR CITY COUNCIL AND MAYOR FROM TWO TO FOUR YEAR TERMS.

THE CITY'S CHARTER WOULD HAVE TO BE AMENDED FOR THIS CHANGE TO TAKE PLACE.

THE CHARTER HAS ONLY BEEN AMENDED ONCE BEFORE TO INCREASE GUS' CONTRIBUTION TO THE CITY.

THIS DOCUMENT REFLECTS THE CITY'S COMMITMENT TO SERVE ITS RESIDENTS IN A RESPONSIBLE MANNER IT SERVES AS BEACON OF STRENGTH FOR FUTURE INVESTORS AND RESIDENTS ALIKE.

IT SHOULD NOT BE AMENDED AT THE WHIM OF A HAND FULL OF INDIVIDUALS WITH PERSONAL OR POLITICAL AGENDAS

TWICE BEFORE THIS IDEA WAS PRESENTED TO COUNCIL ONLY TO BE PROMPTLY SET ASIDE DUE TO PUBLIC OPPOSITION.

STATE LEGISLATORS AND CONGRESSMEN RUN FOR REELECTION EVERY TWO YEARS AND YET MANAGE TO CONDUCT THE PEOPLE'S BUSINESS ADDRESSING MUCH MORE COMPLEX BUDGETS.

BETWEEN NOVEMBER 2, 1999 AND NOVEMBER 6, 2001 ARIELLE MORRIS SERVED AS COUNCILWOMAN FOR DISTRICT FOUR. A TUG OF WAR ENSUED BETWEEN COUNCIL MEMBERS DURING HER TERM CAUSING THE RESIGNATION OF THE POLICE CHIEF, AND CITY MANAGER, PRODUCTIVITY OF EMPLOYEES WENT DOWN. THE CITY TOOK A FINANCIAL HIT SOME COUNCIL MEMBER'S BEHAVIOR WAS AN EMBARRASSMENT TO THE CITY.

FOUR YEAR TERMS WITH A DIVISIVE COUNCIL CAN AGAIN CAUSE A FINANCIAL SETBACK AND DAMAGE GREENVILLE'S IMAGE.

FOUR YEAR TERMS WILL SIMPLY REDUCE CITIZENS INPUT IN THE PROCESS ALLOWING ELECTED OFFICIALS FREE REIGN TO PURSUE THEIR OWN AGENDA.

PERHAPS TERM LIMITS SHOULD GO ALONG WITH THE EXTENSION OF TERMS.

David Holec

From: lars larsen <larsenlc46@gmail.com>
Sent: Wednesday, April 01, 2015 8:40 AM
To: David Holec
Subject: City Council Term Lengths

Follow Up Flag: Follow up
Flag Status: Flagged

Mr. Holec,

My wife and I have lived in Greenville for the past 23 years. This communication is IN STRONG OPPOSITION to any extension in term lengths for City Council members. Such an extension, in our opinion, would lessen the council's accountability to the people who elected them.

Again, we OPPOSE any extension in term lengths for council members.

Sincerely,

Lars and Pat Larsen

1204 Kingsbrook Road
Greenville, NC
email: larsenlc46@gmail.com

David Holec

From: Vincent Bellis <corgys@suddenlink.net>
Sent: Wednesday, April 01, 2015 11:01 AM
To: David Holec
Subject: Re: Council Terms
Attachments: GREENVILLE CITY COUNCIL COMPOSITION.docx

Follow Up Flag: Follow up
Flag Status: Flagged

GREENVILLE CITY COUNCIL COMPOSITION - 1993-2013

Compiled by Vince Bellis from information provided by the Greenville City Attorney
April 2, 2015.

The Greenville City Council term for members has been two years throughout the last ten election cycles (twenty years). The council consists of five District Members, one At-Large, and the Mayor for a total of seven.

Mayor

Mayor Jenkins served seven successive terms. Mayor Dunn served three terms as a council member and two terms as mayor. Mayor Thomas is currently completing his second term in office.

City Council

During this twenty-year period council members have served as follows:

Number of council members	Number of terms served
2	8
1	4
7	3
6	2
5	1

There seems to be an incumbent advantage in that the majority of city council members have been re-elected several times once they get past the first election. Two of the five council members listed above as having served a single term are *currently* serving in their *first* term. Two council members served for eight successive terms (sixteen years).

Over the last twenty years overwhelming majority of city council members have served at least two terms (four years).

From: [David Holec](#)
Sent: Wednesday, April 01, 2015 8:46 AM
To: <mailto:corgys@suddenlink.net>
Subject: Council Terms

Dr. Bellis:

As requested, attached is the sheet which lists the composition of Council from 1953 to the present. The highlighted names indicate a change from the previous term of the person holding that office (although the person may have been on Council in another office).

Dave

David A. Holec
City Attorney
City of Greenville, NC
dholec@greenvillenc.gov
www.greenvillenc.gov
P.O. Box 7207
Greenville, NC 27835-7207
252-329-4426



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04/02/15

Proposal

Amend the City Charter:

- Length of the terms of Greenville City Council Members is changed from 2 years to 4 years
- The terms are staggered so one-half of the Council is elected every 2 years
- Mayor's term either remains at 2 years or is changed from 2 years to 4 years

COMMENTS:

Length of terms should remain at 2 years.

NAME (Please Print):

Angela Cooper

ADDRESS:

P.O. Box 30103, Greenville, NC 27833

-or- email your comments to dholec@greenvillenc.gov

Item # 17
4/2/15

Proposal

Amend the City Charter:

- Length of the terms of Greenville City Council Members is changed from 2 years to 4 years
- The terms are staggered so one-half of the Council is elected every 2 years
- Mayor's term either remains at 2 years or is changed from 2 years to 4 years

COMMENTS:

Length of term should remain (2) years. We also should look at the issue within the context of term limits.

NAME (Please Print):

Keith W. Cooper

ADDRESS:

P.O. Box 30103, Greenville, NC 27833

-or- email your comments to dholec@greenvillenc.gov

Item # 17

4/2/15

Proposal

Amend the City Charter:

- Length of the terms of Greenville City Council Members is changed from 2 years to 4 years
- The terms are staggered so one-half of the Council is elected every 2 years
- Mayor's term either remains at 2 years or is changed from 2 years to 4 years

COMMENTS:

2 years Only
8649777

NAME (Please Print):

ADDRESS:

-or- email your comments to dholec@greenvillenc.gov

Item # 17

4/2/15

Proposal

Amend the City Charter:

- Length of the terms of Greenville City Council Members is changed from 2 years to 4 years
- The terms are staggered so one-half of the Council is elected every 2 years
- Mayor's term either remains at 2 years or is changed from 2 years to 4 years

COMMENTS:

2 years till city council members need to
be voted out 2 years

NAME (Please Print):

Kimberly Johnson

ADDRESS:

3989 Pine Stray Pond

-or- email your comments to dholec@greenvillenc.gov

Item # 17

4/2/15

Proposal

Amend the City Charter:

- Length of the terms of Greenville City Council Members is changed from 2 years to 4 years
- The terms are staggered so one-half of the Council is elected every 2 years
- Mayor's term either remains at 2 years or is changed from 2 years to 4 years

COMMENTS:

See, attached

NAME (Please Print): Moses Teel

ADDRESS: _____

-or- email your comments to dholec@greenvillenc.gov

4/2/15

Proposal

Amend the City Charter:

- Length of the terms of Greenville City Council Members is changed from 2 years to 4 years
- The terms are staggered so one-half of the Council is elected every 2 years
- Mayor's term either remains at 2 years or is changed from 2 years to 4 years

COMMENTS:

NAME (Please Print): _____

ADDRESS: _____

-or- email your comments to dholec@greenvillenc.gov

Item # 17

Is Justice Included in the Votes?

Throughout the course of an election year, our city council learns what works and doesn't work for our community. Through trial and error, through listening and communicating, through experiencing and exploring. But who are the people who perform the tasks of understanding the needs of our community? The city workers, the laborers, the blue collar employees. They are the ones who have first person accounts of what is really going on in our community. They are the ones who become an asset to the city council. Why? Because they are the ones who are at the front line of duty. The ones who see, hear, experience, and explore what the people in the community voice; from the CEO to the garbage collector, they know the ins and outs, and the workings of the community.

But who are the ones that the community choose to spearhead its operation, its commonwealth? The city council and city managers who solicit votes. Here is where the question comes in. Is justice included in the votes? The promises of improvements, the well-being and equity of everyone seems to be the mantra of the city officials, but who are the people carrying out these promises? The city workers, the laborers, the blue collar employees. Where are their voices in our local government?

If your promises cannot be upheld without the help of the workers, then their voices need to be heard. When a worker exemplifies dedication, experience, and expertise, shouldn't that worker be the first considered in advancement or promotions, in order to ensure the continuance of your promises? Then why are selected workers of this caliber overlooked for years, given no recognition, remain in the same position, and have to train unqualified people hired to be their superiors? Elected officials are held accountable for such actions and the community needs to understand that their elected officials are NOT including justice in their votes.

David Holec

From: Donna Whitley <donnawhitley@embarqmail.com>
Sent: Saturday, April 04, 2015 9:49 PM
To: David Holec
Subject: City council terms

Sir,

I want to go on record as supporting four year staggered terms for City Council members.

Thank you for your time and consideration.

Donna Whitley
1800 Forest Hill Drive
Greenville NC 27858
252-412-8971

David Holec

From: Kacem Sebti <kacem@embarqmail.com>
Sent: Sunday, April 05, 2015 5:18 PM
To: David Holec
Subject: Terms of City council members

Dear Mr. Holec,

It is my opinion that four year terms that are staggered would be a good idea for the Greenville City Council.

Kacem Sebti
1800 Forest Hill Street
252-412-8972

David Holec

From: Sherry Pofahl <sspofahl@gmail.com>
Sent: Monday, April 13, 2015 4:11 PM
To: David Holec
Subject: Council/mayoral terms

Follow Up Flag: Follow up
Flag Status: Flagged

I support lengthening and staggering the terms of the Greenville city council and lengthening the term of the mayor.
Were three year terms considered for the mayor?

-Sherry Pofahl
Sent from my iPhone