



Agenda

Greenville City Council

October 7, 2013
6:00 PM
City Council Chambers
200 West Fifth Street

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I. Call Meeting To Order

II. Invocation - Mayor Pro-Tem 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. Amendment to minutes of the June 11, 2012, City Council meeting
2. Minutes from the December 13, 2012 City Council Work Session on Sanitation Services
3. Amendment to the authorized position allocations within the Parks Division of the Recreation and Parks Department
4. Resolution accepting dedication of rights-of-way and easements for Langston West, Section 4

5. Acceptance of EPA Brownfield Clean-up Grant
6. Funding for Economic Development Project
7. Report on proposed Solar Panel System for City Hall and recommendation to move panels to River Park North
8. Purchase of TASERs by the Police Department
9. Purchase of 72 rifles for the Police Department
10. Requested use of federal asset forfeiture funds to contract with the University of North Carolina at Greensboro for crime data analysis for the Focused Deterrence Initiative
11. Contract to purchase 6,000 recycling carts
12. Contract to purchase five refuse trucks
13. Contract award for study and preliminary design services (Task Order 1) for the Town Creek Culvert Drainage Project
14. Various tax refunds greater than \$100
15. Budget ordinance amendment #3 to the 2013-2014 City of Greenville budget (Ordinance #13-026), amendment to the Special Revenue Grant Fund (Ordinance #11-003), and a budget ordinance to establish the Town Creek Culvert Capital Project Fund

VII. New Business

16. Presentations by Boards and Commissions
 - a. Greenville Bicycle and Pedestrian Commission
 - b. Investment Advisory Committee
17. Financial audit for the fiscal year ended June 30, 2013
18. Presentation of Results of Branding Initiative
19. Consideration of Conceptual Design and M/WBE Plan for the Uptown Parking Deck
20. Approval of The First Tee Curriculum Provider Agreement
21. Adoption of Recreation and Parks Facility Rating Index

22. Resolution adopting the City of Greenville Local Preference Policy

VIII. Review of October 10, 2013, City Council Agenda

IX. Comments from Mayor and City Council

X. City Manager's Report

XI. Adjournment



City of Greenville, North Carolina

Meeting Date: 10/7/2013
Time: 6:00 PM

Title of Item: Amendment to minutes of the June 11, 2012, City Council meeting

Explanation: **Abstract:** Minutes of the June 11, 2012, City Council meeting are being amended to include additional text to reflect a motion and action taken related to internet sweepstakes businesses. This text was inadvertently omitted from said minutes as originally approved.

Explanation: A motion made to direct staff to provide a report to the City Council on internet sweepstakes businesses was omitted from the minutes of the June 11, 2012, City Council meeting. It is requested that the following amendment be added:

COMMENTS BY MAYOR AND CITY COUNCIL

Council Member Smith stated that she and many constituents are concerned about internet sweepstakes cafes because these businesses have been popping up throughout the City. She is requesting that discussion of them be added to the Thursday night meeting agenda and that staff prepare and submit a report in Notes to Council as to what can be done to limit or give some parameters for these internet sweepstakes cafes. Staff should include in their report whether they are too close to schools and churches and definitely their locations in the underserved and poor population areas.

Council Member Joyner stated that he is requesting that the discussion of the internet sweepstakes cafes be placed on an August meeting agenda so that the City Council can go ahead and address them. If staff contacts other cities, Rocky Mount has a great set of rules for staff's and the City Council's review.

Motion was made by Council Member Smith and seconded by Council Member Blackburn to direct staff to prepare and submit a report to the City Council regarding refining the standards for internet sweepstakes businesses to ensure appropriate separation from certain areas in the city including schools, churches and neighborhoods. The discussion of the internet sweepstakes will be placed on an

August 2012 meeting agenda. Motion carried unanimously.

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

Editor's Note: This agenda item only corrects the minutes from the June 11, 2012, City Council meeting. Staff provided the information on internet sweepstakes to City Council as requested during the August 9, September 10, October 8, and December 13, 2012, City Council meetings.

Fiscal Note: No fiscal impact.

Recommendation: Approve the requested addition to the minutes of the June 11, 2012, City Council meeting.

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City of Greenville, North Carolina

Meeting Date: 10/7/2013
Time: 6:00 PM

Title of Item: Minutes from the December 13, 2012 City Council Work Session on Sanitation Services

Explanation: Proposed minutes from the City Council Work Session on Sanitation Services held on December 13, 2012, are submitted for review and approval.

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

Recommendation: Review and approve proposed minutes from the City Council Work Session on Sanitation Services held on December 13, 2012.

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[Proposed_Minutes_of_December_13_2012_City_Council_Meeting_Sanitation_Work_Session_964002](#)



PROPOSED MINUTES
MEETING OF THE CITY COUNCIL
CITY OF GREENVILLE, NORTH CAROLINA
THURSDAY, DECEMBER 13, 2012

The Greenville City Council met on Thursday, December 13, 2012, for a Sanitation Workshop in Conference Room 337, located on the third floor at City Hall, with Mayor Allen M. Thomas presiding. Mayor Thomas called the meeting to order at 5:00 pm.

Those Present:

Mayor Allen M. Thomas, Mayor Pro-Tem Rose Glover, Council Member Kandie Smith, Council Member Marion Blackburn, Council Member Calvin R. Mercer, Council Member Max R. Joyner, Jr. and Council Member Dennis J. Mitchell

Those Absent:

None

Also Present:

City Manager Barbara Lipscomb, City Attorney David A. Holec, City Clerk Carol L. Barwick, Interim Assistant City Manager Chris Padgett, Financial Services Director Bernita Demery, Interim Human Resources Director Leah Futrell, Interim Public Works Director Scott Godefroy, Sanitation Superintendent Delbert Bryant, and Fleet Superintendent Angel Maldonado

APPROVAL OF THE AGENDA

Council Member Blackburn moved to approve the agenda, seconded by Council Member Joyner. There being no discussion, the motion passed by unanimous vote.

NEW BUSINESS

City Manager Barbara Lipscomb stated that the City Council had requested that staff examine the City's sanitation services for inefficiencies. She presented the City Council with a comprehensive look at the current service along with issues that would need to be addressed, and a Five Year Plan that had been developed to modernize the service and address the escalating cost of service delivery. She stated that this plan is driven by the concept of eliminating the use of backyard service and shifting to a semi-automated service, which staff believes will provide needed efficiencies and sustainability. She asked that the City Council hold their questions and feedback until after the presentation, which would be



made by Interim Assistant City Manager Chris Padgett, who had taken the lead on the project.

Interim Assistant City Manager Padgett stated that the work on this project had begun after the adoption of the budget this past year. Staff's initial recommendation had been to raise the rate to \$13.56 for curbside basic and multi-family collection, and to raise the backyard collection rate to \$41.71. He said City Council had rejected that recommendation and asked staff to look at further options. The official budget that was recommended included raising the rate of basic curbside and multi-family collection rates to \$12.65 and raising backyard collection to \$40.80. The City Council had approved the proposed fee for backyard collection, but had opted to set the basic curbside and multi-family collection rate at \$11.75. As a result, the Sanitation Fund would receive an operational subsidy from the General Fund of a little over \$100,000 for FY 2013 and a little over \$400,000 for FY 2014. City Council had directed staff to look into ways of improving this fund to prevent future deficits. Mr. Padgett stated that the City Council had voted to phase out of the premium backyard service collection over a five-year period that would end July 1, 2017. During the budgeting process for this year and next year, staff had allocated some level of transitioning from backyard collection to curbside collection, recognizing that the rate increase would push some customers in that direction. The transition came more quickly than staff had anticipated, with just over 1,700 customers switching from backyard to curbside within the seven-month time frame of May – December. Mr. Padgett said that the positive aspect of this quick transition is that there are now more curbside customers, and that will contribute to a more seamless transition to semi-automated service. However, the negative aspect is that the budgeting for Fiscal Year 2013-2014 had been based on a model with more revenue from backyard service collection so there will be some deficits in revenue related to that. Mr. Padgett stated that staff examined the best practices of other communities using the Performance and Cost Data North Carolina Local Government Performance Project, which is a report of fourteen cities in North Carolina including Greenville. Twelve out of fourteen cities use city sanitation services with the remaining two using private services. Out of the twelve cities, nine utilize automatic trucks for their refuse collection and two, including Greenville, solely use 3-man crews. Greenville has the lowest amount of collection points per full time employee (FTE). He stated that a city's collection points per FTE is a telling measure of efficiency.

Council Member Joyner asked for the definition of a collection point.

Mr. Padgett stated that it is a stop in front of a customer's house. He presented information to the City Council that reflects the FTE for Greenville which is just under 650 collection points per full time employee, while other cities, such as Charlotte, Greensboro, and Hickory, have FTE levels that are three times higher or more. These communities utilize automated services which are more efficient. He pointed out that Winston-Salem, similar



to Greenville, had made the decision to do away with backyard service about 8 months prior.

Council Member Joyner asked how Winston-Salem implemented their transition away from backyard collection service.

Mr. Padgett said that he did not have the information with him but he would get it and report back to the City Council.

Council Member Blackburn asked for the number of sanitation staff workers.

Mr. Padgett said that there are 72 full-time employees. He stated that the purpose of this report was to establish a five-year plan that transitions the City's current manual collection processes to automated and semi-automated processes that will result in an enhanced service delivery system. The new system is designed to continue high levels of customer service, to ensure that the Sanitation Fund is self-supporting, to better define and achieve acceptable service levels, to allow additional fees for additional services, and to ensure that the costs of services are minimized. Mr. Padgett stated that out of the 72 full-time positions in the Sanitation Division, 69 of those are filled. He further stated that the Division utilizes 47 pieces of equipment with most of those being vehicles. The services provided include refuse and backyard collection for single-family customers; refuse collection for multi-family customers; recycling, which is available to all customers; and yard waste collection.

Sanitation Superintendent Delbert Bryant outlined the current single-family refuse collection process. For this process, the Sanitation Division utilizes eight rear-loader trucks with three-person crews. He stated that basic curbside service, premium backyard service, and collection of bulky items are done once a week. The curbside customers pay a single fee no matter how many containers they have. Rollout containers are purchased by the residents. Mr. Bryant and staff have identified the following inefficiencies:

- The current collection process is labor intensive in that the Division uses manual collection.
- There are a combination of collection points, both curbside and backyard, and the backyard collection can be varied since there are different types of residences and houses.
- There is no standardization of containers.
- There is not a limit on the volume that customers can have for curbside collection.
- The fee for services is not tied to the volume.



- The weekly collection of bulky items is also done manually.

Mr. Bryant said that under the proposed process, the service will be handled by four single-operator trucks and two two-person trucks over the next five years. Curbside collection would still be provided, and bulky collections would be handled by a knuckle boom truck and a separate crew. Curbside customers that require additional services will be required to purchase an additional container and will have to pay an additional fee for collection for those additional containers.

Mayor Thomas asked if premium backyard service would be taken out at this point under this proposal.

Mr. Bryant said that backyard service would not be phased out until July 1, 2017.

Mayor Thomas said that we would still need to provide premium services for the sick and elderly.

Mr. Bryant said that premium services would still be available for that population.

Mayor Thomas said that there may be customers that are willing to pay the higher cost for premium services.

Mr. Bryant continued with the outline of the current operation for multi-family collection. Four front-loader trucks with two-person crews are utilized. The refuse collectors that are assigned to multi-family collection are responsible for picking up items that are on the dumpster pad even if they are not placed inside of the dumpster, and are responsible for providing backing assistance to the driver. Dumpster collection is done at least once a week. Although the City requires that all discarded items are to be placed inside of the dumpster, that is not always the case. Staff identified the following inefficiencies:

- The utilization of two-person crews for the front-loading trucks; staff was not able to identify other municipalities or private industries that use two-person crews for front-loaders.
- Providing service to collect items that are placed on the dumpster pad even though it is not permitted

Mr. Bryant presented the proposed process:



- Utilize four front-loaders for single operators and use one refuse collector as a floater to rotate among sites that will assist with backing up to ensure safety in situations where the space is tight
- Continue to provide dumpster collection once a week and actively enforce the City's policy of only collecting trash and debris that are placed inside of the dumpster
- Utilize the 311 system to note violations of things outside of the dumpster and note things that need to be picked up at a later time such as bulky items that are outside of the dumpster

Mr. Bryant stated that the current process for recycling collection utilizes four rear-loaders with three-person crews. Recycling services that are currently provided include basic curbside, premium backyard and multi-family collections once a week. Mr. Bryant said that the City does not require a specific type of container, but a recycling sticker is required. He advised that if the City were to continue to utilize the current process, then an additional crew would be required within the next two years. Mr. Bryant identified the inefficiencies with the current process:

- It is labor intensive because the process is done manually.
- There are a number of collection points with both curbside and backyard.
- There is a lack of standardization of collection containers.

Mr. Bryant presented the proposed process:

- Utilize three single-operator automated trucks along with two two-person crew trucks; the two-person crew trucks would be used to service tight areas that are not conducive to single-operator trucks
- All collections would be done once a week, including multi-family.
- All customers would be provided with a standard roll-out cart.
- All recycling would be required to be placed curbside for collection.

Mr. Bryant stated that the current process that is utilized for yard collection includes seven knuckle-boom trucks with two-person crews. Yard waste collection is picked up once a week and currently there is not a limit on the volume permitted. Identified inefficiencies include:



- Lack of limitation on the volume of yard waste that a customer can put out; not knowing how much yard waste to anticipate makes it hard to keep the routes on schedule
- Limited amount of compaction with the knuckle-boom trucks so there are more trips being made to the landfill
- Lack of way to collect containerized vegetation; if a customer places their yard waste into a container or bag, then crews must empty the containers so that the knuckle-boom trucks can scoop up the materials, and then crews must rake up the area once the materials have been collected

Mr. Bryant stated that the proposed process would include:

- Utilizing a combination of six rear-loaders and three knuckle-boom trucks; staff is composed of seven drivers so there would be no more than seven trucks in service at one time
- Provide service once a week
- Require that all yard waste be containerized, placed inside of biodegradable bags, or bundled.

Mayor Thomas asked if this would include leaves.

Mr. Bryant said that this would include leaves, grass clippings, and trimmings. He noted there would be a call-in option at an additional fee for customers with a large amount of yard waste that could not be bagged, containerized, or bundled. All leaves would be required to be bagged or bundled outside of the designated loose-leaf season, November – February.

Mr. Bryant stated that staff had examined staff-reduction opportunities. Upon examination, some of the options found were:

- Early retirement
- Normal resignation or termination through disciplinary actions
- Reassignment to other positions throughout the City



He noted that there are three positions that are currently frozen, and staff hopes that these measures will help with the transition. He stated that staff would also like to propose a voluntary early retirement incentive program to be included in this method.

Financial Services Director Bernita Demery presented the history of the Sanitation Fund. It began with Fiscal Year 2009, and the initial fees were \$9.15 for curbside service and \$26.00 for backyard service. Those fees remained the same through Fiscal Year 2012 with operating losses being shown at the beginning of Fiscal Year 2011 continuing through 2012. She stated that the Vehicle Replacement Fund began in 2007 with the purpose of better budgeting and planning for large equipment purchases. The contribution from the General Fund to start the Vehicle Replacement Fund was \$2.5 million; this was done because staff anticipated that the City would not be able to accumulate the amounts needed over a 7-8 year period for the equipment since it was the beginning of the fund. She stated that over that time, the Vehicle Replacement Fund has accumulated \$6.7 million in Fund Balance so staff believes that the Vehicle Replacement Fund will be able to support the transition of the Sanitation Fund. She said that costs for the trucks were \$145,000 per truck and the proposed plan is \$260,000. The vehicle replacement cost over the next five years was scheduled at \$6.3 million and with the proposed plan and the higher cost trucks, the cost will be \$7.6 million. The net difference is an additional \$1.4 million for the automated trucks, which are more expensive. Staff believes that with those trucks, the beginning \$2.5 million seed money in the fund can be used to finance this transition. She stated that in the fiscal analysis, staff had taken the fund out to 2021 before there was a point where the fund broke even. Staff tried to minimize the rate increases; the average rate increase for the 7 years is 5.2%, which is about \$5 total over 7 years. Some of the assumptions for the projections are:

- A continued phasing out of backyard service
- Purchasing 14 more efficient one-armed automated vehicles
- Financing additional carts
- Transitioning 24 employees within the City
- Having market increases for some of those operational expenses such as fleet, workers compensation, and things that go along with operating the Sanitation Fund
- Placing older vehicles in surplus

Ms. Demery stated that it is difficult to determine, but if there are no process changes and no fee increases, then staff is projecting that there may be a \$16.8 cumulative million deficit in the Sanitation Fund by 2020. Staff projects that if there are no process changes and a fee



increase, there is still a possibility that the deficit in the Sanitation Fund could be significantly high at close to \$6 million after 2020. If there is a process change and a fee increase, then staff believes that the Sanitation Fund will come closer to a break-even point by Fiscal Year 2021. She noted that staff had allowed a longer time for the transition to minimize the rate increases. She noted that some of that would be the backlog of the rate increases by not having rate increases in 2011 when the rate increases were first proposed. The Sanitation Fund has an increasing deficit balance and staff is proposing a fee increase of 5.2% over seven years, which is a total of \$5, to the fee to counter the deficit. Staff hopes that the new processes combined with the fee increases will net positive results by Fiscal Year 2021.

Mr. Padgett additionally noted that staff has recently, within the last 6 weeks, been made aware of some potential opportunities related to sanitation collections. He stated that there are some communities that have implemented programs that encourage recycling and reduce refuse collection and in doing so have reduced trips to the landfill. For those communities that typically pay a tipping fee at the landfills, these programs help to reduce costs. Also, if the community has made an arrangement with a company that accepts their recycling collection wherein they receive revenue, then the community benefits on both fronts as costs are going down from less trips to the landfill, and revenue is going up because the recycling collector is paying for the increase in recycling. He stated that the City has recently communicated with Waste Zero, a company in North Carolina that specializes in these types of processes. He stated that this could be a potential opportunity, but staff would have to examine some issues that would have to be addressed, the first of which is that the City does not pay a tipping fee. Instead, Pitt County charges a solid waste fee on residents' annual tax bill. There would need to be a conversation with Pitt County to determine what the City's current rate of providing refuse to the landfill is and to determine if there is a way to measure a reduction in that and see if there is any financial incentive to do so. Secondly, Pitt County goes through the Eastern Carolina Vocational Center (ECVC) for recycling collections, and there is no financial component to that agreement in terms of the municipality receiving money for the volume of the recyclables provided there. Mr. Padgett reminded the City Council that although this is a conversation worth having, the main focus of the workshop is how the items are collected.

Council Member Blackburn asked if there will be an additional cost for bulky items if a customer has to call it in.

Mr. Bryant said that staff had proposed having a certain number of pickups allowed under a customer's sanitation fee and then charging for every additional pickup after that limit had been met.

Council Member Blackburn asked if there are currently fines for items outside of multi-family containers and whether or not staff envisions setting a fine.



Mr. Bryant said that currently there are no fines associated with having items outside of the multi-family containers, but it is an option that can be explored.

Council Member Blackburn asked if the City recycles or composts yard waste.

Mr. Bryant said that the City had received a grant for backyard composting. Staff had been able to participate in a couple of classes and received 150 bins for backyard composting. Backyard composting is encouraged and the Buildings and Grounds Division uses some tree waste for mulching, but it is not something that the City does at this time.

Council Member Blackburn asked if recycling and composting of yard waste was something that could be worked into projections.

Mr. Bryant said that it is an option that could be examined, and he advised that staff would have to consult with Pitt County about it.

Council Member Blackburn asked if the losses in 2009 were due to factoring in indirect costs.

Ms. Demery said that the City is on a biennial process. When the fees were first adopted, it took effect for the first two years and at the end of those two years, staff brought back a fee increase that would have gone with the next biennial budget, but it was not approved.

Council Member Blackburn asked if \$2.5 million was placed into a seed fund.

Ms. Demery said that \$2.5 million had been placed in the Vehicle Replacement Fund because staff was aware that the vehicles would start to come offline the next year, the year after the fund was started, and some of those vehicles were very large. She noted that staff had transferred capital reserve money before the economy took a downturn.

Council Member Blackburn asked that staff note that ECVC is an employer that puts people to work.

Council Member Mitchell said that initially during this process, the trucks had been quoted at \$250,000 each and staff had estimated at that time that it would be \$2.5 million to replace the trucks. He asked why the estimate is now \$7 million.

Ms. Demery said that the estimate from today's workshop reflects the next five years, whereas the first estimate was intended for only the next couple of years.



Council Member Mitchell asked why the next couple of years would only cost \$2.5 million and the next five years cost \$7 million.

Mr. Bryant said that the first estimate was actually about \$3.5 million so today's estimate would be in that same range.

Ms. Demery said that the main difference would be the \$1.4 million in transitioning to a new plan, and she emphasized that the initial plan only covered a couple of years in the budgeting process where today's proposed plan is a five-year plan that has been stretched out until Fiscal Year 2021 to minimize fee increases.

Council Member Mitchell said that he understood that eight trucks are currently being used for single-family collection, so he asked if there would be more than eight trucks that would need to be replaced under this plan.

Ms. Demery said that there were already replacements in the Vehicle Replacement Fund plan so there is still a scheduled replacement plan over the seven years of trucks that have already come in.

Council Member Mitchell asked staff to elaborate on the difference in the initial estimate and today's estimate, and he asked why 14 trucks would be needed rather than 8 trucks.

Mr. Padgett said that staff will obtain a complete listing of vehicles for the City Council's review. He stated that there are more than just automated vehicles under this plan. Other pieces of equipment would have to be replaced as well.

Council Member Mitchell expressed his concern about the difference in estimates, and he asked if there is a possibility to break even by going fully automated without taking the additional measures.

Mr. Padgett said that previous talks about the budgeting process had centered on finding the right fee to satisfy current service levels.

Council Member Mitchell requested further details on the trucks and equipment.

Mayor Thomas asked if the vehicles are sold before the end of their life cycle.

Fleet Superintendent Angel Maldonado said that vehicles are usually utilized until the end of their life cycle and then they are replaced according to their respective life cycle.

Mayor Thomas asked if the cars are sold to other municipalities.



Mr. Maldonado said that sometimes arrangements are made with other municipalities, but most of the time the cars are placed for auction on GovDeals.

Mayor Thomas asked if there is any value in considering placing vehicles on GovDeals while they still hold some value rather than when the life cycles ends.

Mr. Maldonado said that it would depend on the type of vehicle and the condition that the vehicle is in.

Mayor Thomas asked if doing so would offset some of the cost of the automated vehicles.

Mr. Maldonado said that it could because any money received from the sale of the vehicles goes back into the Vehicle Replacement Fund.

Mayor Pro-Tem Glover asked what a 4% tax increase would yield.

Ms. Demery said that it would amount to approximately \$2.24 million.

Mayor Pro-Tem Glover asked if that would include automated service.

Mr. Padgett said that if the City Council were to raise the tax rate by \$.04 this year, then the revenue generated from that increase would cover the Sanitation Fund so that no changes would be needed beyond the tax increase.

Mayor Thomas stated a tax rate increase would solely impact property owners in Greenville rather than all of the citizens who utilize sanitation services.

Mayor Pro-Tem Glover expressed her concern that Greenville does not charge a fee for collecting bulky items, and she asked that staff look at options for charging for bulky items collection. She recalled that staff had proposed charging \$3 for bulky items, and she asked why the price was set at that point.

Mr. Bryant said that staff had wanted to keep the fee manageable for citizens.

Mayor Pro-Tem Glover said that she feels \$3 is not adequate to cover the level of service needed for collecting bulky items. She asked why the rates for multi-family and curbside collection are the same.

Mr. Padgett said that the rates have been similar for a number of years and as increases have been made, those two rates have moved up together.



Mayor Pro-Tem Glover said that many multi-family collection points do not have enough bins for customers, which results in workers having to pick up garbage by hand. She recommended that staff look at the rate for multi-family collection because it services so many people. Mayor Pro-Tem Glover expressed her concern about dismissing workers through disciplinary actions because she feels that personal bias may play a role.

Ms. Lipscomb stated that information on attrition within the City had been intended to serve as an indicator for the numbers that may be seen, but that information did not mean that staff would begin to proactively discipline anyone.

Interim Human Resources Director Leah Futrell said that staff had looked back over the course of five years. Over those five years, there were a few dismissals, but the majority of those numbers were voluntary resignations.

Ms. Lipscomb followed up on Mayor Pro-Tem Glover's suggestions regarding bulky items and multi-family collections. She stated that she is aware that this is a university town so her concern is that the property owners will be the ones with responsibility of paying the bill.

Mayor Pro-Tem Glover said that she is concerned with keeping workers employed so she is in favor of raising revenues for that purpose.

Council Member Joyner said that he feels that multi-family collection is a profit-center for the City because the process is more efficient when you can go to one site to collect refuse rather than several sites.

Mr. Padgett said that he would not say that it is a profit-center, but he did concede that multi-family collection in comparison to single-family collection is a more efficient process.

Council Member Joyner asked if the rollout carts mentioned in the presentation would be provided to residents at no charge.

Mr. Padgett said that under the proposed plan, if a resident does not have a compatible rollout cart, then the City will provide one free of charge.

Council Member Joyner asked if anything would be done for those that are currently financing their rollout cart.

Mr. Padgett said that the plan was to provide rollout carts free of charge to residents who did not already have a compatible cart and then have all residents set up on a replacement cycle.



Ms. Lipscomb said that she was not aware that some carts were being financed so staff would examine this detail further.

Council Member Joyner noted that many of the apartments had been compatible with side loader trucks when the City switched to front loader trucks. He asked if staff had made sure that the new equipment would be compatible with what is already in place.

Mr. Bryant said that he was correct.

Council Member Joyner asked what would go inside of the biodegradable bags.

Mr. Bryant said that yard waste would be placed inside of the bags.

Council Member Joyner asked who would provide the bags.

Mr. Bryant said that residents would have to purchase them.

Council Member Joyner expressed his concern that the new process may put too much on the residents. He asked how much the bags cost.

Interim Public Works Director Scott Godefroy said that he had purchased a pack of 25 bags for \$10.

Mr. Padgett pointed out that the bags are optional. Residents would also have the option of containerizing or bundling their yard waste.

Council Member Joyner stated that he was not comfortable with the proposed plan. He said that he would need information on whether or not yard waste would be weighed per visit or on an annual basis. Council Member Joyner asked if staff attrition would start at the supervisory level or would it be at the refuse collectors' level. He questioned the need for more supervisors if there will be fewer refuse collectors.

Mr. Padgett said that staff would look into it.

Council Member Mercer said that it seems that the Vehicle Replacement Fund will help in the transition, and he asked if the fund will be depleted once the transition is complete.

Ms. Demery said staff does not believe that it will be depleted. The current balance is \$6.8 million and the transition, over the course of seven years, will take approximately \$1.4 million. She stated that the fund will be intact for the most part, but right now with the Vehicle Replacement Fund there is a charge to the department for the fleet, so that fleet maintenance charge will go up because these are more expensive vehicles.



Council Member Mercer said that it is his understanding that the attrition rates for the department were presented to the City Council to show the trends and what may happen within the department. He asked if the cost of the incentives for the early retirement program had been factored into these scenarios.

Ms. Lipscomb said that the costs had been factored in, but staff has not decided on which program to bring back to the City Council.

Council Member Mercer said that he had presented staff with a concern passed to him by a citizen regarding the possibility that the proposed equipment may litter the area. He asked if the equipment would be problematic.

Mr. Bryant said that there are issues with litter when it comes to automated trucks on very windy days, but he pointed out that there are also issues with litter using the current semi-automated process.

Council Member Mercer asked if this is the same type of equipment that is used in Williamston.

Mr. Bryant said that it may be if Williamston is using a one-armed truck.

Council Member Joyner asked if Mr. Bryant feels confident saying that the litter problem will not be worse than what it is now.

Mr. Bryant said that he is confident in saying that.

Mr. Padgett said that staff will check if there are different designs for this vehicle that may reduce that issue.

Council Member Blackburn asked if there are ways to reduce the frequency of picking up yard waste by composting it, rather than bagging or bundling it. She asked if staff can look into imposing a fine for debris left outside of the dumpster for multi-family collection. She expressed her concern that bulky items may sit out if there is a fee for picking them up; she recommended that staff offer a certain number of free pickups and charge thereafter. She said that she feels that recycling could save the City some money.

Council Member Mitchell asked why the operational costs would go up by \$2 million between 2015 and 2020.

Ms. Demery said that personnel fee increases, fleet maintenance fees, inflation increases, labor increases, and general operational expenses had been factored into those costs.



Council Member Mitchell asked when the staffing reductions are expected to occur.

Mr. Padgett said that based on the proposed plan, the first staffing reductions would occur in January 2014.

Council Member Mitchell asked if those first reductions would be made through early retirements, resignations, or reassignments.

Mr. Padgett said that staff is not sure at this point how those reductions will be made. He noted that there are three frozen positions, and those would be the first to be taken out.

Council Member Mitchell said that based on the information presented, it appears that most of the reductions will take place at the beginning. He asked that staff examine the need for supervisory staff if the amount of workers will be reduced. He stated that he is not comfortable accepting a plan that will have the City running at a deficit at 2020.

Mayor Pro-Tem Glover asked if there have been any new hires or replacements within the Public Works Department during this planning process.

Ms. Futrell said that there have been some openings within Public Works and the knowledge, skills and abilities for those positions would have to be examined. She stated that staff had looked within Public Works and other departments, such as Recreation and Parks, for positions that require the same knowledge, skills, and abilities.

Mayor Pro-Tem Glover asked staff how the amount of \$20,000 for early retirement was decided on.

Ms. Lipscomb stated that the City Council had received a first draft of the early retirement incentive program, and nothing has been decided at this point.

Mayor Pro-Tem Glover asked if workers that are reassigned to other positions would have to go through a six-month probation period.

Ms. Lipscomb said that as positions of a similar nature become open, those workers will have the first opportunity to apply, and they will be required to go through the regular testing methods to ensure that they are a good fit for those positions.

Mayor Pro-Tem Glover asked how many positions are comparable to the Refuse Collectors' position. She stated that staff will need to look into ways to provide these workers with educational and job training opportunities so that they will be ready once other positions within the City become available.



Council Member Mercer suggested that staff receive input from employees on the types of programs being offered to see which are preferred by the employees.

Council Member Joyner thanked the Sanitation workers for coming to the workshop. He said that he agrees with Mayor Pro-Tem Glover that more educational and training opportunities are needed, and he believes that the workers should receive the first opportunity for different positions within the City as they are available.

Mayor Thomas said that he supports educational opportunities and job training for the workers. He noted that there are some residents that are willing to pay a higher price for premium service, and he asked staff to consider that. He asked that serious consideration be given to the issue of whether or not to raise the property tax since approximately 65% of Greenville's residents are renters and that would place the burden on property owners.

Council Member Smith asked that all positions within the City be examined rather than limiting the Sanitation workers to just a few positions.

ADJOURNMENT

Council Member Blackburn moved to adjourn the meeting, seconded by Council Member Joyner. There being no discussion, the motion to adjourn passed by unanimous vote and Mayor Thomas adjourned the meeting at 6:43 p.m.

Respectfully submitted,

Carol L. Barwick, CMC
City Clerk



City of Greenville, North Carolina

Meeting Date: 10/7/2013
Time: 6:00 PM

Title of Item: Amendment to the authorized position allocations within the Parks Division of the Recreation and Parks Department

Explanation: **Abstract:** Recreation and Parks is proposing to eliminate one of the two full-time Park Ranger positions and to replace that position with three designated part-time, 20 hours per week Park Ranger positions. This change is proposed in an effort to reduce costs and increase coverage. The primary focus of the part-time Park Ranger positions will be to provide direct services to the public through security patrols in the parks and in the recreation centers, assistance with reserved facilities, event support, and other support functions.

Explanation: As a result of the retirement of a full-time Park Ranger, a re-evaluation of the position needs was conducted. A need exists to provide additional man-hours for patrol and park visitor assistance, and it was determined that this need could be best met by eliminating the vacant, 40 hours per week Park Ranger position and replacing it with three, 20 hours per week part-time positions. This arrangement provides an additional 20 hours per week of Park Ranger coverage while reducing City costs. The cost of the permanent ranger position was \$63,398 annually, while the cost of these 3 designated part-time positions will be \$52,000, a savings of \$11,398.

Fiscal Note: Approval of the request will reduce Recreation and Parks personnel costs by \$11,398.

Recommendation: Approve the request to amend the position allocation within the Parks Division of the Recreation and Parks Department.

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

Attachments / click to download



City of Greenville, North Carolina

Meeting Date: 10/7/2013
Time: 6:00 PM

Title of Item: Resolution accepting dedication of rights-of-way and easements for Langston West, Section 4

Explanation: **Abstract:** This item proposes a resolution to accept dedication of rights-of-way and easements for Langston West, Section 4. Funds for the maintenance of these rights-of-way and easements are included within the fiscal year 2013-2014 budget.

Explanation: In accordance with the City's Subdivision regulations, right-of-ways and easements have been dedicated for Langston West, Section 4 (Map Book 76 at Page 135). A resolution accepting the dedication of the aforementioned rights-of-way and easements is attached for City Council consideration. The final plat showing the rights-of-way and easements is also attached.

Fiscal Note: Funds for the maintenance of these rights-of-way and easements are included within the fiscal year 2013-2014 budget.

Recommendation: Adopt the attached resolution accepting dedication of rights-of-way and easements for Langston West, Section 4.

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

Attachments / click to download

[Langston West Section 4](#)

[October 2013 Right of Way Resolution 963886](#)

RESOLUTION NO.

A RESOLUTION ACCEPTING DEDICATION TO THE PUBLIC OF
RIGHTS-OF-WAY AND EASEMENTS ON SUBDIVISION PLATS

WHEREAS, G.S. 160A-374 authorizes any City Council to accept by resolution any dedication made to the public of land or facilities for streets, parks, public utility lines, or other public purposes, when the lands or facilities are located within its subdivision-regulation jurisdiction; and

WHEREAS, the Subdivision Review Board of the City of Greenville has acted to approve the final plats named in this resolution, or the plats or maps that predate the Subdivision Review Process; and

WHEREAS, the final plats named in this resolution contain dedication to the public of lands or facilities for streets, parks, public utility lines, or other public purposes; and

WHEREAS, the Greenville City Council finds that it is in the best interest of the public health, safety, and general welfare of the citizens of the City of Greenville to accept the offered dedication on the plats named in this resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville, North Carolina:

Section 1. The City of Greenville accepts the dedication made to the public of lands or facilities for streets, parks, public utility lines, or other public purposes offered by, shown on, or implied in the following approved subdivision plats:

Langston West, Section 4

Map Book 76

Page 135

Section 2. Acceptance of dedication of lands or facilities shall not place on the City any duty to open, operate, repair, or maintain any street, utility line, or other land or facility except as provided by the ordinances, regulations or specific acts of the City, or as provided by the laws of the State of North Carolina.

Section 3. Acceptance of the dedications named in this resolution shall be effective upon adoption of this resolution.

Adopted the 7th day of October 2013.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

NORTH CAROLINA
PITT COUNTY

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

WITNESS my hand and official seal this the 7th day of October, 2013.

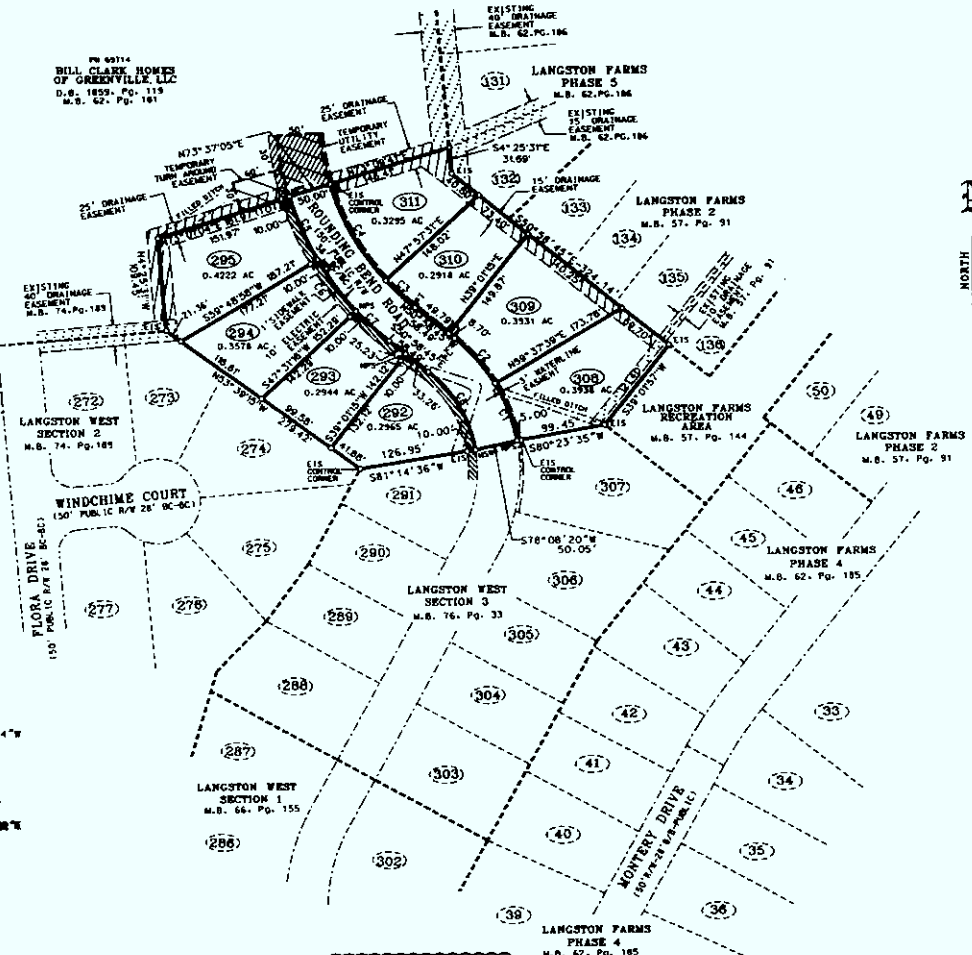
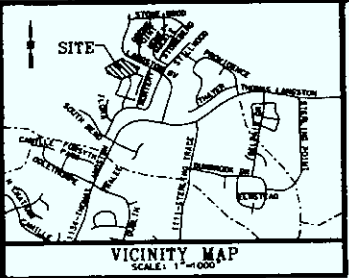
Notary Public

My Commission Expires:

COPY

Doc ID: 013771800001 Type: CDF
Recorded: 04/10/2013 at 04:00:58 PM
Fee Amt: \$21.00 Page 1 of 1
PITC COUNTY, NC
Deborah T Barrington REG OF DEEDS
0476 PG 135

SITE DATA	
NUMBER OF LOTS CREATED.....	8
TOTAL AREA IN TRACT.....	3.2150 AC
AREA IN COMMON AREA.....	0
AREA IN PARKS, RECREATION AREAS AND THE LIKE.....	0



- NOTES:**
1. THE DESIGNATION NOTED OVER WATER, SANITARY SEWER, GAS OR ELECTRIC LINES IS FOR THE PURPOSE OF ESTABLISHING THE WIDTH OF SAID EASEMENT. THE EASEMENTS SHOWN ARE NOT EXCLUSIVE AND WILL PERMIT THE FUTURE INSTALLATION OF WATER, SANITARY SEWER, GAS AND ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS.
 2. ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
 3. THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE NATIONAL FLOOD INSURANCE PROGRAM. REFERENCE: FIRM PANEL NUMBER 3720466600J. PRELIMINARY DATE JUNE 8, 2011.
 4. IRON STAKES SET AT ALL LOT CORNERS UNLESS OTHERWISE NOTED.
 5. NO PERMANENT STRUCTURES (INCLUDING BUT NOT LIMITED TO SUBDIVISION STORAGE, FENCES OR STORAGE BUILDINGS), SHALL BE CONSTRUCTED OR LOCATED IN ANY DRAINAGE EASEMENT SHOWN ON THIS PLAT WITHOUT PRIOR APPROVAL FROM THE CITY OF GREENVILLE PUBLIC WORKS DEPARTMENT.
 6. NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS, MATERIALS AND SURFACES, INCLUDING BUT NOT LIMITED TO PRINCIPAL AND ACCESSORY STRUCTURES AND ADDITIONS OR APPURTENANCES THEREON; SIGNAGE; FENCES; WALLS; MECHANICAL EQUIPMENT; CANOPIES; ANTENNAS; MASTS; AERIALS; MONUMENTS; LANDSCAPE PLANTINGS; FILL MATERIALS; DEBRIS; SOLID WASTE COLLECTION CONTAINERS; MAIL RECEPTACLES AND IMPERVIOUS SURFACES, SHALL ENROACH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR WRITTEN APPROVAL OF THE CITY OF GREENVILLE.
 7. THERE IS A NEW SIDEWALK EASEMENT TO RUN PARALLEL TO THE WESTERN RIGHT-OF-WAY OF ROUNDING BEND ROAD. THE EASEMENT IS TO EXTEND FROM THE WESTERN RIGHT-OF-WAY TO 11' WIDE LOTS 292, 293, 294 AND 295.
 8. NO POINTS SET ON THE WESTERN RIGHT-OF-WAY OF ROUNDING BEND ROAD UNLESS OTHERWISE NOTED.

- LEGEND**
- NPS - NO POINT SET
 - EIS - EXISTING IRON STAKE
 - EIR - EXISTING IRON ROD
 - CH - CHORD
 - PT - POINT OF TANGENCY
 - PC - POINT OF CURVATURE
 - Δ - DELTA
 - R - RADIUS
 - BC - BACK OF CURB
 - AC - ACRES
 - L - CURVE LENGTH
 - C - CENTERLINE
 - R/W - RIGHT-OF-WAY
 - - DENOTES A CHANGE IN DIRECTION OF A LINE
 - EPKM - EXISTING PARKER KALON MAIL
 - NIS - NEW IRON STAKE
 - CC - CONTROL CORNER
 - MSW - HOLE IN THE SIDEWALK
 - SPKM - SET PARKER KALON MAIL

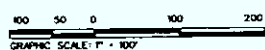
I, HOWARD O. BARRIN, CERTIFY THAT THIS MAP IS OF A SURVEY THAT CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE REGULATING PARCELS OF LAND.

Howard O. Barrin
HOWARD O. BARRIN, PLS L-3634



CURVE TABLE

CL	CL	CL	CL
R=200.00' Δ=20°45'57" L=72.49' Ch=159°23'23"W 72.09'	R=200.00' Δ=28°38'52" L=71.54' Ch=140°40'33"W 71.54'	R=300.00' Δ=08°56'16" L=146.80' Ch=146°30'37"W 46.75'	R=300.00' Δ=23°12'10" L=130.90' Ch=129°26'24"W 130.90'
R=350.00' Δ=13°24'36" L=101.92' Ch=123°28'43"E 81.73'	R=350.00' Δ=12°17'41" L=95.10' Ch=136°19'53"E 74.96'	R=350.00' Δ=08°30'02" L=101.93' Ch=146°43'45"E 51.88'	R=150.00' Δ=22°07'21" L=41.028' Ch=229°48'48"W 107.28'



A PORTION OF PARCEL NUMBER 69714
REFERENCE: DEED BOOK 1859, PAGE 119 AND
MAP BOOK 62, PAGE 181

SHEET 1 OF 1



OFFICIAL SEAL
Notary Public, North Carolina
Tracy W. Grasha
My Commission Expires July 12, 2012

OWNER: *Katherine Smith*
OWNER: *Katherine Smith*
OWNER: *Katherine Smith*

SURVEYOR'S CERTIFICATION

I, HOWARD O. BARRIN, CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY AND THAT THE SAME IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE NORTH CAROLINA SURVEYING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING. I HAVE REVIEWED THE PLAT AND AM Satisfied THAT IT IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE NORTH CAROLINA SURVEYING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING.

I FURTHER CERTIFY PURSUANT TO G.S. 47-30 THAT I AM A LICENSED SURVEYOR IN THE STATE OF NORTH CAROLINA AND THAT I AM A MEMBER OF THE NORTH CAROLINA SURVEYING SOCIETY.

WITNESS MY ORIGINAL SIGNATURE AND SEAL, THIS 10th DAY OF APRIL, 2013.

SEAL: HOWARD O. BARRIN, PLS L-3634

MAP FOR RECORD
LANGSTON WEST SECTION 4
GREENVILLE, WINTERTVILLE TWP., PITT COUNTY, NORTH CAROLINA

OWNER: BILL CLARK HOMES OF GREENVILLE, LLC
200 E. ARLINGTON BLVD.
GREENVILLE, NC 27658
(252) 355-5805

SOURCE OF TITLE
THIS IS TO CERTIFY THAT THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLE(S) OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY REGISTRY AT GREENVILLE NORTH CAROLINA IS:

OWNERS STATEMENT
THIS IS EVIDENCE THAT THIS SUBDIVISION IS MADE AT THE REQUEST OF
See ABOVE

APPROVAL
THIS FINAL PLAT, 0-10, WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE THE 27th DAY OF MARCH, 2013.

DEDICATION
THE UNDERSIGNED HEREBY ACKNOWLEDGE(S) THIS PLAT AND ALLOTMENT TO BE A FREE ACT AND DEED, AND HEREBY DEDICATES TO PUBLIC USE AS STREETS, PARKS, PLAY-GROUNDS, OPEN SPACES AND EASEMENTS FOREVER, ALL AREAS AS SHOWN OR AS INDICATED ON SAID PLAT.

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

STROUD ENGINEERING, P.A.
107-B COMMERCE STREET
GREENVILLE, NC 27658
(252) 756-9352
LICENSE # C-0647

SURVEYED: HOB
APPROVED: HOB
DRAWN: Q
DATE: 3-12-13
CHECKED: DTB
SCALE: 1" = 100'

DEED BOOK _____ PAGE _____
DEED BOOK _____ PAGE _____
DEED BOOK _____ PAGE _____
N.C. REG. NO. L-3634

SWORN AND SUBSCRIBED TO BEFORE ME THIS 9th DAY OF April, 2013.
Tracy W. Grasha
NOTARY PUBLIC, MY COMMISSION EXPIRES ON _____

SIGNED: *Andrew Thomas Jr.*
ATTEST: _____
MAP BOOK _____ PAGE _____

SIGNED: _____
ATTEST: _____
MAP BOOK _____ PAGE _____

REVIEW OFFICER'S CERTIFICATE
DATE: 4/10/13



City of Greenville, North Carolina

Meeting Date: 10/7/2013
Time: 6:00 PM

Title of Item: Acceptance of EPA Brownfield Clean-up Grant

Explanation: **Abstract:** In May 2013, the City of Greenville was awarded a \$400,000 Brownfield Clean-up Grant from the Environmental Protection Agency (EPA) to complete site remediation of two parcels on the Imperial Tobacco site in the West Greenville Certified Redevelopment Area. Acceptance of the clean-up grant will enable the City to address existing environmental issues on the site and prepare the site for future redevelopment.

Explanation: In May 2013, the City of Greenville was awarded a \$400,000 Brownfield Clean-up Grant from the Environmental Protection Agency (EPA) to complete site remediation of two parcels on the Imperial Tobacco site in the West Greenville Certified Redevelopment Area. Since that time, staff has been working with the assigned EPA Project Manager to complete the Work Agreement and complete other steps necessary for the City to receive and spend the grant funds.

The clean-up grant will enable the City to address existing environmental issues on the site and prepare the site for future redevelopment. The former Imperial Tobacco Company property was severely damaged during a catastrophic fire in 2008. Since then, the City has dealt with a long list of code violations on the property, while the owner Mr. Wilson claimed that financial hardship made him unable to abate the violations. Staff developed a plan to leverage funds from an Environmental Protection Agency (EPA) Clean-Up Grant to remove large concrete slabs, dispose of debris, remove two large fuel oil tanks that are located under the slab, remove two above-ground petroleum tanks, and remove contaminated soil at various locations around the property. To utilize the clean-up grant program, the City had to take ownership of the property. After the property is abated, the City may elect to return the property to Mr. Wilson, make a payment to Mr. Wilson and keep the property, or pass the property to a third party for redevelopment.

The City has previously been awarded multiple brownfield assessment grants from the EPA (for both hazardous substances and petroleum). To date, the City

has assessed over 40 former industrial properties, including facilities like closed tobacco warehouses, railroad facilities, and abandoned service stations.

This clean-up grant will support the City's efforts to promote redevelopment in West Greenville, including on brownfields sites, and to support community outreach activities.

Fiscal Note:

The environmental clean-up of the property is expected to cost approximately \$451,605. Since the contamination on the property is located on at least two separate parcels, the City was eligible to apply for two separate clean-up grants of \$200,000 each. With the 20% local cost share, the total grant budget is \$480,000, which includes line items for personnel, contractual services, and a limited supply budget. Some of the 20% local cost share will be covered through in-kind services with the remainder of the \$80,000 coming from project funds that have been set aside previously for revitalization in the Bonners Lane/Imperial Tobacco property area. If Mr. Wilson does not reimburse the City for the 20% cost share, the City is entitled to keep a portion of the property along Dickinson Avenue as payment.

Recommendation:

Staff recommends that the City Council formally accept the \$400,000 in grant funds awarded by the EPA for brownfields clean-up of the Imperial Tobacco site.

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

Attachments / click to download

 [Announcement Email and Project Fact Sheet](#)

 [Grant Work Plan](#)

From: Storm, Aimee [<mailto:storm.aimee@epa.gov>]

Sent: Wednesday, May 08, 2013 12:21 PM

To: Allen M. Thomas

Cc: Vorsatz, Phil; Carl Rees

Subject: Brownfields ARC Grant Selection

Attachment number 1

Page 1 of 3

Dear Mayor Thomas,

Congratulations! All or part of your grant proposal(s) for the FY 13 Brownfields Assessment, Revolving Loan Fund, and Cleanup grant competition were selected for award. Attached is your notification letter summarizing your selection.

EPA will post a press release at 2pm EDT to announce the grant recipients. The press release and additional information on the FY13 Brownfields Assessment, Revolving Loan Fund, and Cleanup grant selections will be posted on our website: <http://www.epa.gov/newsroom/>. It was important to us that we provide you with a courtesy notification in advance of the public announcement. However, we ask that you keep this information as confidential until the press release is published at 2 pm EDT. Also, prior to taking any public action in regards to today's announcement, please consult your EPA Regional contact for guidance and procedures on dealing with any local press or before planning any local events highlighting this new grant.

EPA Region 4 Brownfields Program staff will work with you on the grant award process.

-Aimee

Aimee Storm

US EPA

Office of Brownfields and Land Revitalization

(202) 566-0633

storm.aimee@epa.gov



Brownfields 2013 Cleanup Grant Fact Sheet *Greenville, NC*

EPA Brownfields Program

EPA's Brownfields Program empowers states, communities, and other stakeholders to work together to prevent, assess, safely clean up, and sustainably reuse brownfields. A brownfield site is real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. In 2002, the Small Business Liability Relief and Brownfields Revitalization Act was passed to help states and communities around the country cleanup and revitalize brownfields sites. Under this law, EPA provides financial assistance to eligible applicants through four competitive grant programs: assessment grants, revolving loan fund grants, cleanup grants, and job training grants. Additionally, funding support is provided to state and tribal response programs through a separate mechanism.

Cleanup Grants

\$264,625 for hazardous substances

\$135,375 for petroleum

EPA has selected the City of Greenville for two brownfields cleanup grants. Hazardous substances and petroleum grant funds will be used to clean up the former Imperial Tobacco Outparcel Property and the former Imperial Tobacco Warehouse Property, both located at 710 Atlantic Avenue. The parcels are part of a larger property that operated as a tobacco processing plant from about 1900 to 1977. It used coal as a source of power until 1929, switching to fuel oil until operations ceased. Two above-ground and underground storage tanks remain on the property. Surface and subsurface soil in the vicinity of the tanks has been impacted by total petroleum hydrocarbons and heavy metals. Grant funds also will be used to support community outreach activities.

Contacts

For further information, including specific grant contacts, additional grant information, brownfields news and events, and publications and links, visit the EPA Brownfields Web site (<http://www.epa.gov/brownfields>).

EPA Region 4 Brownfields Team
(404) 562-8789
EPA Region 4 Brownfields Web site
(<http://www.epa.gov/region4/rcra/bflr/brownfields.html>)

Grant Recipient: City of Greenville, North Carolina
252-329-4510

The information presented in this fact sheet comes from the grant proposal; EPA cannot attest to the accuracy of this information. The cooperative agreement for the grant has not yet been negotiated. Therefore, activities described in this

fact sheet are subject to change.

BROWNFIELD CLEANUP COOPERATIVE AGREEMENT
WORK PLAN
COOPERATIVE AGREEMENT NUMBER: **TBD**

FOR:
The Former Imperial Tobacco Warehouse

June 14, 2013
Revision 0

Submitted by:
City of Greenville, NC
P.O. Box 7207
201 W. 5th Street
Greenville, NC 27834

Contact: Tom Wisemiller, Project Manager
Phone: 252-329-4514
Fax: 252-329-4631
Email: twisemiller@greenvillenc.gov

Submitted to
EPA Region 4
61 Forsyth Street, S.W.
Atlanta, GA 30303

Contact: Aaryn Jones, Environmental Scientist
Phone: 404-562-8969
Email: Jones.Aaryn@epa.gov

**Former Imperial Tobacco Warehouse
BROWNFIELD CLEANUP
COOPERATIVE AGREEMENT WORK PLAN**

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1.3	Project Team Structure and Responsibilities
2.0	PROJECT TASK DESCRIPTIONS
2.1	Task 1 Project Management and Reporting
2.2	Task 2 Public Involvement
2.3	Task 3 Cleanup Planning
2.4	Task 4 Site Cleanup
3.0	SCHEDULE
4.0	BUDGET

ATTACHMENTS

1. Quarterly Reporting Template

1. PROJECT OVERVIEW

1.1. Project Description

The City of Greenville, located in eastern North Carolina, was once home to one of the largest tobacco warehouse and auction markets in the nation. Adjacent to downtown Greenville, the Tobacco Warehouse District became a bustling complex of tobacco warehouses, industrial facilities, commercial buildings, fueling depots, and railroad infrastructure. At the heart of “Tobacco Town” was the Imperial Tobacco Warehouse – the largest buyer of tobacco on the Greenville market for the export trade. Originally constructed in 1902, the warehouse operated as a drying and sorting facility for nearly eighty years, employing 750 workers during peak production. Power for the warehouse boilers originally came via coal; however, coal was replaced with fuel oil in the late 1920’s. During operation, a variety of herbicides, pesticides, and fumigants were used in warehouse. The success of the Imperial Tobacco Warehouse helped Greenville become the largest tobacco processing center in North Carolina and eastern North Carolina as a region to become the producer of nearly 25% of the world’s flue-cured tobacco during the 1950’s.

Recognizing the need for revitalization in the West Greenville area, the Greenville City Council worked in partnership with downtown and West Greenville residents, business owners, and neighborhood groups to adopt the *Center City – West Greenville Revitalization Plan* in January 2006. The plan, which recognizes West Greenville’s role as the heart of the City’s African-American community, established the official West Greenville Redevelopment Area (WGRA) and outlined as overarching goals to “increase the levels of home ownership, remove blighted influences, improve the public infrastructure, create continuous and ongoing programs with service providers to address the social issues of the community, and to provide quality economic development and commercial opportunities for the area and its residents.”

Within the WGRA, the former Imperial Tobacco Warehouse still remains at the heart of “Tobacco Town.” Unfortunately, the warehouse no longer stands as the proud symbol of prosperity and jobs. Closed for tobacco processing in 1977, the property was sold to a private individual in 1981 who subsequently leased the space for storage and warehousing of various goods and materials, a reuse of the space that did not employ many West Greenville citizens. The storage and warehouse business eventually closed and the property stood vacant, shuttered, and idle. In 2008, plans were put in motion for the adaptive reuse of the historic structure as a mixed-use residential/commercial/office complex. Unfortunately, a fire consumed the structure in 2008, effectively halting redevelopment plans. After 48-hours of burning, little remained other than various piles of building debris in the form of bricks, rubble, structural beams, and rebar. This was particularly disheartening to the West Greenville neighborhood that anticipated the redevelopment of the property and hoped it would be the catalyst to spark additional redevelopment in the WGRA. Instead, the property became a significant brownfield negatively impacting the WGRA.

Using the City’s EPA Brownfield Program, a redevelopment plan was prepared for the Imperial Tobacco facility, based on input from WGRA residents. The proposed redevelopment plan is ambitious and provides a conceptual design for a major mixed-use project to anchor the revitalization efforts of the Dickinson Avenue and Tobacco Warehouse districts in West Greenville. The Imperial Tobacco Facility has been divided into two parcels, the **Warehouse Parcel**, and the **Outparcel**.

The location of the Imperial Tobacco site at the heart of “Tobacco Town” is strategically vital for two main reasons: 1) The future 10th Street Connector (scheduled for completion in 2016 will be the primary east/west gateway connecting the City’s Medical District to the Center City/East Carolina University main campus. Plans call for an elevated 10th Street corridor which will provide an excellent diagonal view of Dickinson Avenue, which is also scheduled for \$12-million in streetscape improvements. Redevelopment of the Imperial Tobacco site to include 3-4 story mixed-use residential, office, retail, and commercial buildings will thus serve as a visual “arch” for vehicular traffic on 10th Street, signifying entry into Center City. 2) Center City growth is moving in the direction of the Dickinson Avenue and Tobacco Warehouse districts. The Imperial Tobacco site is envisioned to become a mixed-use “downtown edge” arts, restaurant, residential, and cultural district. Upon completion, the Imperial Tobacco site will also anchor additional redevelopment on, and adjacent to, Atlantic Avenue – including adaptive reuse of warehouses, open space, and expansion of Nathaniel Village (high-quality, affordable housing).

The City is exploring the desirability of redeveloping the Imperial Tobacco site as a light and/or low-impact manufacturing/industrial “campus.” The site is directly served by rail; it is adjacent to the planned Greenville Transportation and Activity Center (GTAC), which will connect multiple modes of transportation and/or public transit and which will require infrastructure improvements to the area to accommodate large vehicles, etc.; and the site is in close proximity to East Carolina University’s (ECU) Warehouse District, for which ECU’s master plan suggests an IT/data center and technology-oriented “Millennial Campus,” among other uses that might be complementary to 21st century light manufacturing uses.

However, a significant amount of cleanup is required to turn this vision into reality. The former Imperial Tobacco site currently exists in a state of blight. All that remains of the historic structure are piles of building rubble and bricks. In this condition, the property is a significant impediment to efforts being undertaken to revitalize the area. However, this property is centrally located within the 45-Block WGRA, its redevelopment is key to the revitalization of this distressed neighborhood. Residents of this area have called for improved access to affordable housing and a variety of services many other wealthier areas of the city take for granted: grocery stores, health care, banks, and green space. A private developer recognized the potential of the historic structure and property, but after the devastating fire of 2008 the structure was decimated and no longer suitable for an adapted reuse. In a blow to the hopes of the neighborhood, the developer had no choice but to abandon the project.

Due to the community’s concerns about the unsafe conditions and physical and environmental hazards on the property, The City now has funding to complete cleanup and move toward the redevelopment of the site.

1.2. Outputs and Outcomes

The City will track and measure the grant’s progress and success by reporting the outputs and outcomes to EPA. The expected outputs and outcomes will be reported in the quarterly reports. Additionally, the EPA’s online Assessment Cleanup and Redevelopment Exchange System (ACRES) will be utilized to track site cleanup as it occurs (outputs) as well as into the future as redevelopment occurs (outcomes). Further, the City will work closely with their assigned EPA Region 4 Project Officer, Ms. Aaryn Jones and the North Carolina Brownfield Program (NCBP), meeting at least quarterly to review progress of the project and to ensure that the terms and conditions of the grant are met properly.

Outputs: The outputs, items produced, are expected to be a brochure/information sheet, documentation of community meetings, updates on the website, and any redevelopment plans produced as part of the cleanup. Measures of Outputs may include:

- Number of Program Team Meetings
- Number of Public and/or Stakeholder Meetings
- Quantity of Outreach Materials Distributed
- Number of Public Announcements Printed/Aired
- Preparation of Cleanup Bid and Selection of Contractor to complete Remediation Activities
- Final Cleanup Report

Outcomes: The outcomes, results or consequences, of the grant will include the minimization of public health exposure to the contamination across the site via the proposed cleanup, tracking progress toward redevelopment, efforts toward sustainable redevelopment, and information on leveraging of the grant funding. Measures of Outcomes may include:

- Number of Attendees at Meetings
- Number of Public Inquiries Received
- Contract with Cleanup Contractor
- Acres Cleaned Up
- Dollars Leveraged in the Redevelopment
- Jobs Leveraged and/or Created
- Tax Impact of Redeveloped Property
- Sustainable Redevelopment Concepts Incorporated

1.3. Project Team Structure and Responsibilities

The City of Greenville is a local government unit of the State of North Carolina. The Mayor of Greenville, Allen Thomas, presides over a City Council, which is the ultimate decision-making authority for the City. The City Manager is Barbara Lipscomb, who provides executive level leadership for all staff projects and advises Council on City actions.

The City of Greenville has more than six years of experience in managing and administering EPA Community-wide Brownfield Assessment Grants (2006, 2009, and 2012). The City has established a brownfields process under the previous assessment grants that will be furthered under this project. The City of Greenville's Community Development Department, Office of Economic Development will continue to serve as the lead for this project. The Director of the Community Development Department, Merrill Flood, and the head of the Office of Economic Development, Carl Rees, will perform direct managerial oversight of the WGRA Brownfield Program. As the Project Manager for this grant, Tom Wisemiller, Economic Development Project Coordinator, will implement project activities and work with the community to increase awareness and involve the local community in the decision making process. Mr. Wisemiller will be responsible for the day-to-day activities, which will include progress reporting and interaction with contractors, Ms. Aaryn Jones, EPA Project Officer, and NCBP personnel. The City's Project Manager will ensure that both the EPA and NCBP are updated regularly on project activities. This will include frequent contact for site-specific activities.

A total of \$15,000 for personnel has been budgeted for project management under this grant. Much of the work output (in terms of dollar value) associated with project management and reporting will be provided by City of Greenville as in-kind services. Mr. Wisemiller will dedicate approximately 5.0 hours per week on Project Management tasks during the life of the grant. Part-time, temporary staff will also devote approximately eight hour per week (at \$10/hr.) supporting project management tasks. The Project Manager along with the City's Financial Services Director, Bernita Demery will be responsible for financial reporting and reimbursement requests.

Due to the technical nature of the project, the City will seek the services of an experienced, brownfields contractor(s) through a competitive bid process per 40 CFR 31.36. The selected contractor(s) will be tasked to accomplish the technical and programmatic aspects of the grant within the federal procurement guidelines. The City will monitor the progress of the subcontractor in meeting deadlines to ensure that the project activities are completed on time and within budget. Monthly telephone calls between the Project Manager and contractors will be conducted.

The NCBP will serve a significant role in assisting the City in oversight of the cleanup activities. Cleanup activities will conform to the requirements of the Brownfield Agreement (BFA).

Thus, the Program Team will be comprised of Mr. Carl Rees, Mr. Tom Wisemiller, Ms. Aaryn Jones, NCBP staff, and our selected contractors Project or Program Manager. In order to ensure project performance accountability, the City will evaluate the progress of the project in achieving the stated goals. The City and project team members will meet monthly, probably by telephone conference call, to discuss past and future project activities. At its initial meeting, the team will be provided with the terms and conditions of the cooperative agreement, and these terms and conditions will be reviewed and discussed. The City anticipates an in-person meeting with the project team on an approximate quarterly basis. The original Cooperative Agreement records and files will be maintained at the City offices.

2. PROJECT TASK DESCRIPTIONS

2.1. Task 1 – Project Management and Reporting

The City will perform the following project management tasks as required to implement and manage this project under the cooperative agreement, including all required reporting and contractor procurement. In addition, the City plans to coordinate and leverage all activities under this grant in order to efficiently and effectively achieve the goals and objectives of the City.

A. Federal Funding Accountability & Transparency Act (FFATA)

The City is already registered in the System for Award Management (SAM). Currently, the City does not plan on making any sub-awards under this grant. However, should a sub-award be made, it will be registered with the FFATA Sub-award Reporting System (www.FSRS.gov) for first tier sub-awardee.

B. Contractor Procurement

The City, through a competitive process and in accordance with 40 CFR Part 31 Uniform Administrative requirements for Grants and Cooperative agreements to State and Local Governments, will release a Request for Qualifications (RFQ) in order to hire an experienced brownfield consultant to assist with day-to-day project activities; including, but not limited to community outreach, cleanup planning and bid specifications, hiring and overseeing qualified

remediation contractors, remedial oversight, and completion of the any confirmation sampling, as necessary.

C. Kick-off Meeting

Upon selection of a brownfield consultant, the Program Team will conduct a kick-off meeting as soon as is practicable. Roles and responsibilities, project schedules, and project responsibilities will be reviewed, so that all involved will know what is expected.

D. ACRES / Property Profile Form

The City, working their consultant, will submit property specific information and regularly maintain this information via the on-line Assessment Cleanup Redevelopment Exchange System (ACRES) database. The information in the quarterly report will correlate with the information in ACRES. Relevant portions of the database must be updated for each property when the following occur:

- 30 days after award;
- Upon initiation of cleanup (date of contractor mobilization);
- Upon cleanup completion (only after consultation with the Project Officer; and
- Upon completion of the final report.

E. Quarterly Reporting

Quarterly Brownfield Progress Reports will be submitted by October 30, January 30, April 30, and July 30 for the previous federal fiscal quarter.

Quarterly reports will be submitted to the following:

- EPA Region 4 Project Officer – Ms. Aaryn Jones (jones.aaryn@epa.gov)
- EPA Brownfield Data Manager – (bf_forms@epa.gov)
- NCBP Coordinator – Mr. Bruce Nicholson (bruce.nicholson@ncdenr.gov)

F. Semi-Annual Reporting

Disadvantaged Business Enterprise (DBE) Reporting (also known as Minority Business Enterprise/Women-owned Business Enterprise – MBE/WBE) will be completed semi-annually. The City recognized the Federal Government’s goal to support disadvantaged business enterprises with federal funds and will utilize the services of DBE’s where possible. The City will use EPA Form 5700-52A for DBE reporting. These reports will be submitted semi-annually with the quarterly report due September 30 and April 30 of each grant year.

DBE Reports (EPA Form 5700-52A) will be submitted semiannually no later than September 30 and April 30 to the EPA Project Officer and mailed to:

EPA Region 4
Grants Management Office
61 Forsyth Street, 14th Floor
Atlanta, GA 30303

G. Annual Reporting

Federal Financial Reports (FFRs) (EPA Standard Form 425) will be completed for the previous calendar year and submitted annually to EPA by January 30 of each project year.

Annual reports will be submitted to the following:

- EPA Region 4 Project Officer – Ms. Aaryn Jones (jones.aaryn@epa.gov)
- U.S. EPA Las Vegas Finance Center
Post Office Box 98515
Las Vegas, Nevada 89193-8515
Fax: 702/794-2423
Attn: Sharen Rheinhardt
Rheinhardt.Sharen@epa.gov

H. Final Performance Report

The Final Quarterly Report will serve as the Final Performance Report. The City will submit it electronically to the EPA Project Officer, Aaryn Jones, within 90 calendar days after the expiration of the grant. In addition to containing the information for the last quarter of work under the grant, the Final Report will include the following:

- A chart summarizing all sites assessed during the grant, the work completed, and the funds expended at each site;
- A list of all the outreach materials produced;
- Site photographs (on disk); and
- Lessons learned.

I. Cleanup Report

A site cleanup report will be generated in accordance with the requirements of the NCBP BFA and submitted along with, or prior to the Final Performance Report.

2.2. Task 2 – Public and/or Stakeholder Involvement

The City with the assistance of their selected consultants will update the existing Community Involvement Plan (CIP) to ensure that community concerns are considered and addressed during the cleanup of the site. The CIP will be submitted in accordance with the schedule provided in this work plan and will ensure that the public is kept informed of project progress and results. The CIP will outline a plan to encourage public involvement during the project. As necessary, the City may also facilitate meetings with stakeholders to discuss the progress of clean-up efforts in relation to plans and/or economic development initiatives for the site, possibly including a plan to redevelop the site as a light and/or low-impact manufacturing “campus” (pending feasibility and market analysis, etc.). In the event that the City decides to pursue a specific redevelopment approach to the site (e.g. light manufacturing), simultaneous with the other clean up-related activities described in this Work Plan, the idea will be to maximize the value of the City’s larger outreach efforts by incorporating more targeted messages to, and discussions with, key stakeholders, along with the general public involvement program of this project.

The Plan will detail the activities and efforts the City is planning, including:

- **Outreach:**
 1. The City will appoint a spokesperson to respond to public, media, or other information requests about the assessment grant work.
 2. The City, and its consultants, will continue to maintain a web site for the WGRA Brownfields Program and will update it regularly.
 3. The City will establish an Information Repository (IR) at the City Offices and at appropriate libraries to include relevant documents. The IR will be updated as additional documents are generated. Also, the City will include links to these

documents on the website that will be developed to as a part this grant.

- **Project Updates and other Public Information:**

1. The Analysis of Brownfield Cleanup Alternatives (ABCA) will be put on public notice for no less than 30 days.
2. The City will hold public meetings, as needed, to ensure community involvement.
3. The City will update the project brochure, as needed.
4. The City will prepare and distribute information sheets to the community in understandable, non-technical language on an as needed basis.
5. Upon request, the City will attend the meetings of community groups to present information on the project, update them on progress, and invite participation.

2.3. Task 3 – Cleanup Planning

A. Additional Site Characterization

At this time, the City does not anticipate needing additional site characterization funds from the cleanup grant. Should site conditions change, the City will notify the EPA Project Officer in a timely manner in order to come up with a solution.

B. Cleanup Planning Documents

The ABCAs Warehouse and Outparcels completed prior to the grant application will be finalized under this Cleanup Grant. The ABCAs summarize information about the site and contamination; cleanup standards; applicable laws; alternatives considered (at least two); and the proposed cleanup plan. The final document will be available for public comment prior to commencing cleanup and will be submitted to NCBP to ensure that it meets State requirements and regulations per the BFA.

C. Endangered Species Act (ESA) & National Historic Preservation Act (NHPA) & Clean Water Act (CWA) Section 404

Where necessary, the City will require its consultant team to perform an endangered species, habitat and cultural historic resources, and waters subject to the CWA Section 404 assessment prior to any cleanup activities. If any waters are subject to the Clean Water Act Section 404, species, or resources will be harmed or disturbed by the project, the consultant team will propose what alternatives or mitigation could be done to eliminate or minimize the impact. Information to be submitted prior to field work may include, but is not limited to the following:

- The location of the project;
- Any threatened or endangered species or habitat which may be affected by the project;
- Whether the site is considered to be of concern by the State Historic Preservation Officer;
- A list of Tribes who may believe the site or project could disturb cultural resources; and
- Any waters subject to the CWA Section 404 (wetlands) that may be affected.

D. Applicable Federal and State Laws & Davis-Bacon Act

The City and their selected consultants will ensure that cleanup activities performed under this grant comply with all applicable local, state, and federal laws, including the Davis-Bacon Act which requires payment of the prevailing wage rate for construction projects (including cleanup activities). The City will be responsible for reporting, self-monitoring, and other requirements.

E. Quality Assurance Project Plans (QAPPs) & Health and Safety Plans (HASPs)

Subsequent to the completion of remedial activities, it may be necessary to complete confirmation sampling to ensure that project goals have been achieved. Prior to undertaking sampling activities on subject property, the consultant team will prepare and submit a Quality Assurance Project Plan (QAPP). The consultant team and subcontractors will also prepare and follow an Occupational Safety and Health Administration (OSHA) compliant Health and Safety Plan (HASP), and place a copy in the Cooperative Agreement file. The site specific QAPP and HASP will be submitted to EPA and NCBP, where appropriate, for review prior to any cleanup and/or sampling activities. A copy of these plans will be maintained in the project file.

F. Greener Cleanups

At the Imperial Tobacco site, we plan to maximize the use of existing infrastructure to support redevelopment initiatives. The redevelopment will take advantage of the existing roadways, public transportation, and utilities infrastructure already serving the area. In addition, we will continue to incorporate and encourage the use of sustainable design and construction principles as part of the redevelopment. For example, in the ongoing housing initiative, we mandated that all single family homes be constructed to meet E-300 standards. For this redevelopment, we will explore the feasibility of implementing new green building technologies and using energy efficiency building standards. An Advisory Committee comprised of urban designers and real estate professionals worked with the community to develop design guidelines. The draft guidelines addressed the possibility of incentivizing green building technologies and set asides for public spaces. In addition to those, we will evaluate the potential to utilize Leadership in Energy and Environmental Design (LEED) and LEED-ND standards for the redevelopment. In addition to the environmental benefits of removing the contaminants from the site, we want the subsequent redevelopment to be a model for the use of sustainable, smart growth principles.

Care will be taken to prevent pollution or contamination from leaving the site during cleanup and redevelopment activities. Additional sustainable design features that will reduce and minimize storm water runoff and non-point source pollution have been incorporated, such as harvesting of rainwater, bio-swales, and roof gardens, where applicable.

The City and its selected consultants will evaluate various best practices to help alleviate the environmental footprint of cleanup activities. These practices are meant to help minimize total energy use while maximizing renewable energy resources; minimize air pollution and greenhouse gas emissions; minimize water use and impacts to water resources; reduce, reuse, and recycle material and waste; and protect land and ecosystems.

2.4. Task 4 – Site Cleanup

A. Warehouse Parcel

In order to make the Imperial Tobacco **Warehouse Parcel** (a 2.75-acre parcel, where the former main warehouse was located) safe for redevelopment, several environmental concerns will be addressed including two (2) 37,500-gallon fuel oil USTs, one (1) 1,000-gallon AST, and a significant volume of contaminated soil associated with the two tank areas. Additionally, the property is covered with piles of building rubble and debris, containing suspected asbestos and lead based paint. Prior to the fire 2008, the previous owner spent approximately \$300,000 in order to rehabilitate the site and make it ready for an adaptive reuse. Subsequent to the fire, with the

environmental concerns still looming, the owner ran out of money and left the site unsuitable for sale or redevelopment.

In November 2012, a draft ABCA was prepared to address cleanup of the Imperial Tobacco Warehouse Property. Three options for remediation of impacted site soils and removal of the UST/AST systems were outlined, including the estimated costs to fully address the property. These options included no action, excavation and off-site disposal, and capping.

Based on the ABCA, the City and its selected contractors are planning on the removal of an estimated 25 cubic yards (CYD) of impacted site soils. This includes two (2) discrete areas, primarily associated with the UST/AST systems, where soils are documented to contain high levels of metals and petroleum hydrocarbons. Several other smaller areas also require remediation with documented levels of metals in site soils. Additionally, the City is planning for the demolition and removal of debris piles containing suspected asbestos and lead based paint contaminated materials. Contaminated groundwater will not be addressed during the cleanup of the Warehouse Parcel; instead institutional controls in the form of a restrictive covenant will be placed on the property to prevent use of groundwater.

B. Outparcel

In order to make the Imperial Tobacco Outparcel (a 3.8-acre parcel, with open space and where several smaller buildings were located) safe for redevelopment, several environmental concerns will be addressed including one (1) 1,000-gallon fuel oil UST, one (1) 1,000-gallon AST, and a significant volume of contaminated soil associated with the two tank areas. Additionally, the property is covered with piles of building rubble and debris, containing suspected asbestos and lead based paint.

In November 2012, a draft ABCA was prepared to address cleanup of the Imperial Tobacco Outparcel Property. Three options for remediation of impacted site soils and removal of the UST/AST systems were outlined, including the estimated costs to fully address the property. These options included no action, excavation and off-site disposal, and capping.

Based on the ABCA, The City and its selected contractors plan to remove approximately 220 CYD of impacted site soils. This includes two (2) discrete areas, primarily associated with the UST/AST systems, where soils are documented to contain high levels of metals and petroleum hydrocarbons and several other areas across the property requiring remediation due to documented contamination of metals in site soils. Additionally, the City is planning for the demolition and removal the remaining site structures containing suspected asbestos and lead based paint contaminated materials. Again, contaminated groundwater will not be addressed during the cleanup of the Outparcel; instead institutional controls in the form of a restrictive covenant will be placed on the property to prevent use of groundwater.

3.0 SCHEDULE

Table 1: Imperial Tobacco Proposed Project Schedule

Task	2013			2014												2015														
	Quarter 3		Quarter 4			Quarter 1			Quarter 2			Quarter 3			Quarter 4			Quarter 1			Quarter 2			Quarter 3			Quarter 4			
	Jul	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Task 1 - Project Management & Reporting																														
Release RFQ and hire a qualified brownfield consultant																														
Prepare and submit reporting requirements (Quarterly Reports, MBE/WBE Reports, FFR)																														
Program Team meetings, monthly & quarterly status calls																														
Submit Reimbursement Requests																														
Prepare and submit Final Performance / Cleanup Reports																														
Task 2 - Public and/or Stakeholder Involvement																														
Hold Kick Off Meeting																														
Update the Public Involvement Plan																														
Issue press releases and public notices to inform the community of project activities and upcoming meetings (As needed)																														
Update the project brochure																														
Hold community outreach and education meetings to gather input and keep the public involved																														
Task 3 - Cleanup Planning																														
Finalize ABCA and release for public comment																														
Update the Generic QAPP																														
Finalize the Cleanp Work Plan																														
Initiate and finalize SS-QAPP as needed																														
Prepare and evalute cleanup bid packages																														
Negotiate final contracts with cleanup contractors																														
Final permitting as needed and required																														
Task 4 - Site Cleanup																														
Site cleanup activities																														
Confirmation sampling as needed																														

Note:  Indicates timeframe for completion of the task

4.0 BUDGET

A. Cleanup Budget Description - Hazardous:

Budget Categories	Task 1: Project Management & Reporting	Task 2: Public and/or Stakeholder Involvement	Task 3: Cleanup Planning	Task 4: Site Cleanup	TOTAL
Personnel*	\$3,750	\$3,750	\$0	\$0	\$7,500
Travel	\$0	\$0	\$0	\$0	\$0
Equipment	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0
Contractual	\$0	\$5,000	\$15,000	\$290,050	\$310,050
Other	\$0	\$0	\$0	\$0	\$0
Subtotal - Federal	\$3,750	\$8,750	\$15,000	\$237,125	\$264,625
Subtotal – Cost Share	\$0	\$0	\$0	\$52,925	\$52,925
TOTAL	\$3,750	\$8,750	\$15,000	\$290,050	\$317,550

B. Cleanup Budget Description - Petroleum:

Budget Categories	Task 1: Project Management & Reporting	Task 2: Public and/or Stakeholder Involvement	Task 3: Cleanup Planning	Task 4: Site Cleanup	TOTAL
Personnel*	\$3,750	\$3,750	\$0	\$0	\$7,500
Travel	\$0	\$0	\$0	\$0	\$0
Equipment	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0
Contractual	\$0	\$3,000	\$10,000	\$141,950	\$154,950
Other	\$0	\$0	\$0	\$0	\$0
Subtotal - Federal	\$3,750	\$6,750	\$10,000	\$114,875	\$135,375
Subtotal – Cost Share	\$0	\$0	\$0	\$27,075	\$27,075
TOTAL	\$3,750	\$6,750	\$10,000	\$141,950	\$162,450

*City of Greenville senior staff as well as part time temporary employees will provide in-kind management and facilitation of all brownfield program activities, including but not limited to the following: GIS data compilation, analysis, and management (mapping); staff management of and/or support for public outreach, prioritization & visioning, and remediation planning activities (meeting facilitation, production of advertisements & public relations materials, writing reports); and general program management tasks. Personnel budget will be utilized to fund temporary part time worker(s) to assist with activities outlined above.

ATTACHMENT 1:
Quarterly Reporting Template

**Greenville, NC Brownfield Program – Work Plan Template
Imperial Tobacco Cleanup**

CAR Name: City of Greenville, NC Cooperative Agreement Number: **TBD**
 Date Submitted: June 14, 2013 Quarterly Report Number: **Work Plan**

Task 1: Project Management and Reporting

Subtask / Activity	Deliverable / Outputs / Milestone	Target Date	Lead Party
1. Form Brownfield Team; Complete Application/Work Plan; Establish project schedule	Schedule developed. Application/ Draft Work Plan submitted	June 14, 2013	Project Manager (PM), Team (City staff)
2. Contractor Procurement a. RFQ for experienced brownfield consultant b. Select contractor	Request For Qualifications (RFQ) Released Contractor selected	Jul. 2013 Aug. 2013	PM Team
3. Kick-off meeting	Kick-off meeting held	TBD – Oct. 2013	PM, Consultant
4. Grant Project Reporting and Performance Evaluation: a. Quarterly Progress Reports to EPA	Quarterly Progress Reports	Oct. 30, Jan. 30, Apr. 30, Jul. 30	PM, Consultant
b. Semi-Annual Reports to EPA c. Annual Reports to EPA b. Final Grant Reporting	DBE Reports SF-425 Final Performance Report; Cleanup Report	Apr. 30, Jul. 30 Jan. 30 Dec. 30, 2016	PM, Consultant PM, Consultant PM, Consultant

Task 1 Budget:

- Personnel – \$7,500.00
- Travel – N/A
- Supplies – N/A
- Contractual – N/A

Actual Accomplishments and Progress Reporting for Reporting Period are in **bold**:

- **Work Plan Template completed June 14, 2013.**

**Greenville, NC Brownfield Program – Work Plan Template
Imperial Tobacco Cleanup**

CAR Name: City of Greenville, NC Cooperative Agreement Number: **TBD**
 Date Submitted: June 14, 2013 Quarterly Report Number: **Work Plan**

Task 2: Public Involvement

Subtask / Activity	Deliverable / Outputs / Milestone	Target Date	Lead Party
1. Form Brownfield Team	1 st Meeting	Oct. - Dec. 2013	PM, Team
2. Community Engagement a. Community Involvement Plan (CIP)	Update CIP	Nov. 2013	PM, Consultant, Team
3. Media Releases a. Grant Announcement b. Website c. Project brochure d. Public Notices	Presentation to City Council Website updates Brochure to disperse Public notice posted	Sept. 2013 On-going On-going As needed	PM, Team Consultant PM, Consultant PM, Consultant
4. Public Meeting a. Community Meetings b. Redevelopment Planning	Meetings held Meetings held	On-Going As needed	Team, PM, Consultant

Task 2 Budget:

- Personnel – \$7,500
- Travel – N/A
- Supplies – NA
- Contractual – \$8,000

Actual Accomplishments and Progress Reporting for Reporting Period are in **bold**:

- **Work Plan Template completed June 14, 2013.**

**Greenville, NC Brownfield Program – Work Plan Template
Imperial Tobacco Cleanup**

CAR Name: City of Greenville, NC Date Submitted: June 14, 2013	Cooperative Agreement Number: TBD Quarterly Report Number: Work Plan		
Task 3: Cleanup Planning			
Subtask / Activity	Deliverable/ Outputs / Milestone	Target Date	Lead Party
1. Finalize ABCA	ABCA on public notice	Oct. 2013	PM, Team, Consultant
2. QAPPs a. Generic QAPP b. Site-specific QAPP	Updated Generic QAPP SS-QAPP Addendum	Dec. 2013 Jan. 2014	Consultant Team
3. Cleanup Bids a. Prepare and evaluate bid documents b. Negotiate with selected contractor/s	Bid Documents Signed contract	Jan. 2014 Feb. 2014	PM, Consultant Team
4. Permitting	Permits	April 2014	Consultant Team
Task 3 Budget: <ul style="list-style-type: none"> • Personnel – N/A • Travel – N/A • Supplies – N/A • Contractual – \$25,000.00 			
Actual Accomplishments and Progress Reporting for Reporting Period are in bold : <ul style="list-style-type: none"> • Work Plan Template completed June 14, 2013. 			

**Greenville, NC Brownfield Program – Work Plan Template
Imperial Tobacco Cleanup**

CAR Name: City of Greenville, NC Date Submitted: June 14, 2013		Cooperative Agreement Number: TBD Quarterly Report Number: Work Plan		
Task 4: Site Cleanup				
Subtask / Activity	Deliverable/ Outputs / Milestone	Target Date	Lead Party	
1. Site Cleanup Activities	Cleanup Memos, Invoices, Disposal Manifests	Sept. 2014	Consultant Team, subcontractors	
2. Confirmation Sampling	Confirmation Sampling Report	Dec. 2014	Consultant Team	
Task 4 Budget:				
<ul style="list-style-type: none"> • Personnel – N/A • Travel – N/A • Supplies – N/A • Contractual – \$432,000.00 				
Actual Accomplishments and Progress Reporting for Reporting Period are in bold :				
<ul style="list-style-type: none"> • Work Plan Template completed June 14, 2013. 				

**Greenville, NC Brownfield Program – Work Plan Template
Imperial Tobacco Cleanup**

BUDGET - HAZARDOUS

Budget Categories	Task 1: Project Mgt & Reporting	Task 2: Outreach & Education	Task 3: Cleanup Planning	Task 4: Site Cleanup	TOTAL
Personnel*	\$3,750	\$3,750	\$0	\$0	\$7,500
Travel	\$0	\$0	\$0	\$0	\$0
Equipment	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0
Contractual	\$0	\$5,000	\$15,000	\$290,050	\$310,050
Other	\$0	\$0	\$0	\$0	\$0
Subtotal - Federal	\$3,750	\$8,750	\$15,000	\$237,125	\$264,625
Subtotal – Cost Share	\$0	\$0	\$0	\$52,925	\$52,925
TOTAL	\$3,750	\$8,750	\$15,000	\$290,050	\$317,550

BUDGET - PETROLEUM

Budget Categories	Task 1: Project Mgt & Reporting	Task 2: Outreach & Education	Task 3: Cleanup Planning	Task 4: Site Cleanup	TOTAL
Personnel*	\$3,750	\$3,750	\$0	\$0	\$7,500
Travel	\$0	\$0	\$0	\$0	\$0
Equipment	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0	\$0
Contractual	\$0	\$3,000	\$10,000	\$141,950	\$154,950
Other	\$0	\$0	\$0	\$0	\$0
Subtotal - Federal	\$3,750	\$6,750	\$10,000	\$114,875	\$135,375
Subtotal – Cost Share	\$0	\$0	\$0	\$27,075	\$27,075
TOTAL	\$3,750	\$6,750	\$10,000	\$141,950	\$162,450



City of Greenville, North Carolina

Meeting Date: 10/7/2013
Time: 6:00 PM

Title of Item: Funding for Economic Development Project

Explanation: **Abstract:** A unique DNA analysis firm, "Project Sequence", is considering the establishment of a forensic DNA analysis laboratory in Greenville. At some future date, the City of Greenville may need to consider financial support in order to leverage outside funding for the project.

Explanation: This item was originally scheduled for action by City Council following a public hearing on August 8th but was continued until September 12th and subsequently to October 10th. With work to secure additional funding for the project ongoing, no immediate action on this item is necessary and therefore a public hearing for this item is not required at the October 10, 2013, City Council meeting. This item will be scheduled for action and public hearing at a future City Council meeting if necessary.

Fiscal Note: No financial commitment from the City of Greenville is required at this time.

Recommendation: No action by City Council is required.

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

Attachments / [click to download](#)



City of Greenville, North Carolina

Meeting Date: 10/7/2013
Time: 6:00 PM

Title of Item: Report on proposed Solar Panel System for City Hall and recommendation to move panels to River Park North

Explanation: **Abstract:** City Council's 2012 Goals included direction for the Public Works Department to prepare a report on installing solar panels at City Hall. This project was tentatively included with the Schneider Energy Project. A change in location is recommended by the Recreation and Parks and Public Works Departments to install the Solar PV System at River Park North Science and Nature Center instead of City Hall.

Explanation: As requested by City Council, the City's energy consultant, Schneider Electric, evaluated the installation of a proposed Solar Photovoltaic (PV) System with twenty (20) solar panels on the roof of City Hall. An optional location recommended by the Recreation and Parks and Public Works Departments is to install the Solar PV System at River Park North Science and Nature Center. This site is preferred since the solar panels would be visible to the public, in addition to more closely aligning with the educational component of the Science and Nature Center. A typical layout of solar panels as well as a photograph of a roof-installed system are attached.

The output of the Solar PV system located at River Park North would be integrated into the current display in the lobby of City Hall for educational purposes. Citizens and visitors would be able to see on displays (monitors) located at both City Hall and River Park North how much energy would be produced by this small system.

The Solar PV System is designed to produce an estimated 6,000 kWh per year that will be added to the power grid of the River Park North electrical system. The installation will cost an estimated \$33,000 to install and has an estimated payback period of approximately 60 years. While it is clear that the payback period for the Solar PV System would not be achieved in the short term, there is an educational component through the display at River Park North and City Hall.

There are two options for the Solar PV System installation. The City can opt to (1) receive 7 cents per kWh for the energy placed in the power grid by the Solar PV System or (2) reduce the City's utility bill by supplementing the existing power supply with solar. After review of the options, City staff plans to work with Schneider Electric to submit an application (\$250 fee) to Greenville Utilities Commission (GUC) for interconnection to the power grid. Upon approval of City Council and application approval, the installation phase would begin, and GUC would provide the City with an executable interconnection agreement for processing at the completion of the project.

Staff also evaluated the feasibility of installing the panels at the Aquatics and Fitness Center as an alternate to City Hall. Structural and roofing concerns eliminated this from further consideration.

Fiscal Note:

The cost of the installation is \$33,000. The payback for this installation is about 60 years. Staff is currently seeking sponsorship possibilities (utility companies, solar panel manufacturers, etc.) to reduce the overall cost of this installation to the City.

Recommendation:

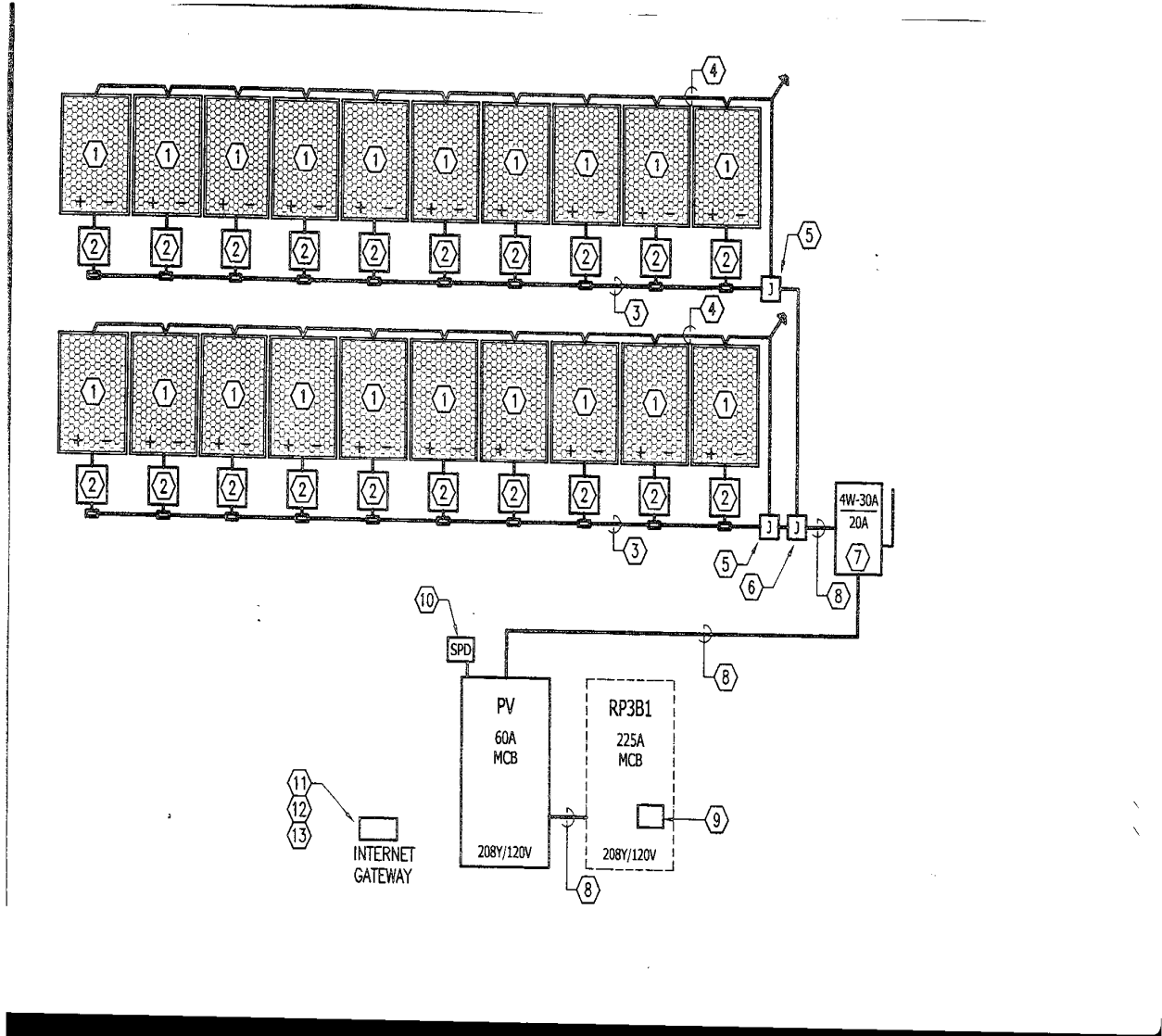
Approve the installation of a Solar Panel System at River Park North.

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

Attachments / click to download

 [Attachment for Solar Panel Agenda Item 964445](#)

PROPOSED SOLAR PANEL LAYOUT ON RIVER PARK NORTH SCIENCE AND NATURE SYSTEM ROOF



**PICTURE OF MONITOR IN CITY HALL ATRIUM THAT WILL
DISPLAY SOLAR PV INFORMATION**



EXAMPLE OF A ROOF MOUNTED SOLAR PV SYTEM





City of Greenville, North Carolina

Meeting Date: 10/7/2013
Time: 6:00 PM

Title of Item: Purchase of TASERs by the Police Department

Explanation: **Abstract:** The Police Department will perform a periodic upgrade of TASERs. The units being replaced are at the end of their life cycle and will be upgraded to a new model. The units no longer being used by the Department will be used as trade-ins toward the new purchase.

Explanation: The Police Department has used the TASER for several years. The need to replace aging devices occurs periodically and is necessary to ensure that the device being used functions properly. With this purchase, the Department will obtain 30 new devices and trade in 27 devices. Some of the units being traded are no longer functioning, and others are at the end of their expected life cycle.

Fiscal Note: With the trade-ins, the purchase of 30 new devices will be \$42,240. These funds will be taken from the federal asset forfeiture funds.

Recommendation: Staff recommends approval of this purchase to upgrade the 30 devices and trade in the stock that is no longer of use.

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

Attachments / click to download

 [Tasers Quote](#)



REMIT TO:

3319 Anvil Place
Raleigh, NC 27603
Ph: 919.779.6141

3440 St. Vardell Ln. Ste H
Charlotte, NC 28217
Ph: 704.494.7575

3315 Broad River Rd. Ste 120
Columbia, SC 29210
Ph: 803.798.2253

SALES QUOTE	
SQ-182363	8/13/2013



Customer	Contact	Ship To
CITY OF GREENVILLE ATTN: ACCOUNTS PAYABLE 500 SOUTH GREENE STREET GREENVILLE NC 27834 Tel: (252) 329-4323 Fax: (252) 329-4792		CITY OF GREENVILLE PD Attn: Terry Basden 500 South Greene Street P.O. Box 7207 GREENVILLE NC 27835

Account	Terms	Due Date	Account Rep	Schedule Date	
GREENV	NET 15	8/28/2013	CECIL BATCHELOR	8/13/2013	
Quotation	PO #	Reference	Ship VIA	Page	Printed
SQ-182363		Terry Basden		1	8/13/2013 3:59:02PM

L	Item / Model / Brand Description	Qty	Price UM	Discount %	Amount
1	TAS22003 / 796430220032 X2 YELLOW ECD WITHOUT POWER MAGAZINE	30	\$978.00 EA	\$0.00	\$29,340.00
2	TAS22011 / TAS22011 X2/X26P POWER MAG AUTO SHUT-DOWN (APPM)	30	\$61.95 EA	\$0.00	\$1,858.50
3	TAS22501 / 648018170300 X2 HOLSTER RH BLACKHAWK	30	\$61.95 EA	\$0.00	\$1,858.50
4	TAS22014 WARRANTY, X2 4-YEAR EXTENDED	30	\$308.99 EA	\$0.00	\$9,269.70
5	TAS22013 / 796430220131 X2/X26P DATAPORT DOWNLOAD KIT	2	\$159.95 EA	\$0.00	\$319.90
6	TRADEINRAL TRADE IN PROGRAM - EACH USED ECD IS GIVE \$120 CREDIT UNTIL 09/30/2013	30	-\$120.00 EA	\$0.00	-\$3,600.00
7	SH SHIPPING/HANDLING *ESTIMATE*	1	\$194.00 EA	\$0.00	\$194.00

<p>**PLEASE VERIFY THAT THE PART NUMBERS AND DESCRIPTIONS ARE CORRECT BEFORE SUBMITTING YOUR ORDER.</p> <p>**RESTOCKING FEES MAY APPLY TO RETURNED ITEMS.</p> <p>**FREIGHT WILL BE ADDED TO ALL INVOICES.</p> <p>**PRICES QUOTED ARE BASED ON PAYMENT BY CHECK OR CASH.</p> <p>**QUOTE IS GOOD FOR 30 DAYS.</p>	<p>Tax Details EXEMPT \$0.000 NCCITY7.00 \$2998.842</p>	<p>Taxable \$42,840.60</p> <p>Total Tax \$2,998.84 Exempt -\$3,600.00 Total \$42,239.44</p> <p>Balance \$42,239.44</p>
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City of Greenville, North Carolina

Meeting Date: 10/7/2013
Time: 6:00 PM

Title of Item: Purchase of 72 rifles for the Police Department

Explanation: **Abstract:** The Police Department is attempting to replace rifles currently in use, many of which were purchased by officers for use on duty. The rifles will be assigned to individuals to ensure accountability for the equipment and to allow for immediate deployment in critical incidents.


Explanation: The Police Department deploys patrol rifles as a force multiplier for uniformed officers responding to critical incidents, many of which are in progress and involve the use of firearms. The criminal element is changing tactics regularly, and the Police Department must match the change in order to provide the best protection possible to the citizens and visitors of Greenville. These rifles will replace those purchased for use by officers and increase the overall complement. These rifles will be equipped with electronic sighting systems, tactical flashlights, and retention slings.

Fiscal Note: Funds needed to purchase these items are not included in the FY 2013-2014 budget. If approved, the expenditure will be made from the Controlled Substance account within the Police Department budget. These funds require consent before the expenditure is processed. The total expenditure will be \$114,407.48. These items are on state contract and will therefore require no formal bid process. The quote denoting the items being requested is attached to this item. There will also be a trade-in associated with the expenditure (used shotguns) which will yield funds that will return to the General Fund. The exact number to be traded will not be determined until all of the new rifles are received and officers are trained/qualified.

Recommendation: Staff recommends approval of the purchase of 72 rifles with the use of Controlled Substance funds.

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

Attachments / click to download

 [Rifles Quote](#)



SALES QUOTE

SQ-184284

9/16/2013



REMIT TO:

3319 Anvil Place
Raleigh, NC 27603
Ph: 919.779.6141

3440 St. Vardell Ln. Ste H
Charlotte, NC 28217
Ph: 704.494.7575

3315 Broad River Rd. Ste 120
Columbia, SC 29210
Ph: 803.798.2253

Customer	Contact	Ship To
CITY OF GREENVILLE ATTN: ACCOUNTS PAYABLE 500 SOUTH GREENE STREET GREENVILLE NC 27834 Tel: (252)329-4323 Fax: (252)329-4792		CITY OF GREENVILLE PD Deputy Chief Ted Sauls 500 S. Greene St. GREENVILLE NC 27835

Account	Terms	Due Date	Account Rep	Schedule Date	
GREENV	NET 15	10/1/2013	DIANNA SILLS	9/16/2013	
Quotation	PO #	Reference	Ship VIA	Page	Printed
SQ-184284		ANGELINE BRINKLE		1	9/16/2013 11:36:33AM

L	Item / Model / Brand Description	Qty	Price UM	Discount %	Amount
1	S-W311024 M&P 15TS 5.56 16" BLK, •14-1/2" Barrel with 1 in 7" Twist and Fixed pinned and welded Vortex Flash-Hider for Overall Length of 16.1", •13" Troy® TRX Extreme Handguard and Magpul accessories. Includes one 30rd P-Mag.	72	\$965.92 EA	\$0.00	\$69,546.24
2	EOTXPS20 / 672294600206 TRANSVERSE NON-NV COMP 65MOA/ Single CR123 battery;reticle pattern with 65 MOA ring and 1MOA dot.	72	\$449.00 EA	\$0.00	\$32,328.00
3	MICMAG557BLK / 873750006178 PMAG 30 AR/M4 GEN M3 5.56MM BLACK	144	\$13.72 EA	\$0.00	\$1,975.68
4	BLA70GS17BK / 648018127502 SLING, UNIVERSAL SWIFT (3-pt)	72	\$24.00 EA	\$0.00	\$1,728.00
5	MOO52121 / 043699521210 MEDIUM TACTICAL RIFLE CASE - 33'', BLACK, 3 MAGAZINE POUCHES	72	\$18.68 EA	\$0.00	\$1,344.96
6	NC STATE CONTRACT 680B				

**PLEASE VERIFY THAT THE PART NUMBERS AND DESCRIPTIONS ARE CORRECT BEFORE SUBMITTING YOUR ORDER. **RESTOCKING FEES MAY APPLY TO RETURNED ITEMS. **FREIGHT WILL BE ADDED TO ALL INVOICES. **PRICES QUOTED ARE BASED ON PAYMENT BY CHECK OR CASH. **QUOTE IS GOOD FOR 30 DAYS.	Tax Details NCCTTY7.00 \$7484.602	Taxable Total Tax \$7,484.60 Exempt \$0.00 Total \$114,407.48 Balance \$114,407.48	\$106,922.88
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City of Greenville, North Carolina

Meeting Date: 10/7/2013
Time: 6:00 PM

Title of Item: Requested use of federal asset forfeiture funds to contract with the University of North Carolina at Greensboro for crime data analysis for the Focused Deterrence Initiative

Explanation: **Abstract:** The Police Department will partner with the University of North Carolina at Greensboro (UNC-G) to implement a focused deterrence initiative. UNC-G will serve as the core analytical component for the initiative.

Explanation: Beginning in July 2013, the Police Department began implementation of the Focused Deterrence Initiative. This initiative was developed as a hybrid of the "High Point Model" of crime deterrence. Staff members attended training, and Chief Aden assigned specific individuals the responsibility to implement this strategy/initiative by May 2014. One of the key aspects of this initiative is the collection of pertinent data and analysis of the individuals involved in criminal activity within the city limits. The capacity to do this sort of analysis exceeds the current capabilities of the Police Department. UNC-G has a component that will partner with the Police Department during the entire process.

Fiscal Note: The cost to partner with UNC-G to mine data, analyze the crimes and those committing the crimes, and train staff at the Police Department on how to continue the process long-term will be \$25,000. The contract for services will be paid with federal asset forfeiture funds.

Recommendation: Approve the expenditure of federal asset forfeiture funds to contract with UNC-G so the initiative will continue as scheduled.

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Attachments / click to download

 [UNCG Proposal](#)



**PROPOSAL TO GREENVILLE POLICE
DEPARTMENT:
TRAINING & TECHNICAL ASSISTANCE FOR
FOCUSED DETERRENCE IMPLEMENTATION**

July 22, 2013

The University of North Carolina Greensboro (UNCG) Training and Technical Assistance (T/TA) Team will assist the Greenville Police Department (GPD) in accomplishing the detailed tasks/products listed on the following pages. The tasks/products on the following pages are those that are necessary based on our experience and the recommendations of the National Network for Safe Communities for the implementation of an effective and sustainable focused deterrence strategy. The T/TA team will work closely with the GPD command staff and the workgroup identified at the July 12, 2013 meeting during the implementation process.

While the T/TA team has outlined steps in the process, each site is different in terms of strengths and challenges. Therefore, the tasks/products in this proposal are guidelines for implementation with an understanding that certain tasks/products may take more time to accomplish than others, and that certain areas may need more assistance from the T/TA team than others. The T/TA team will use a site assessment tool for use in planning with the GPD workgroup for a timeline to accomplish the tasks. There is most often a range from the beginning of T/TA support until the initial notification or "call-in", which can be approximately five to eight months. Timeframes / timetables are regularly discussed with site personnel, and revisited throughout implementation process.

Typically, a site coordinator will be designated (or hired), and has the primary responsibility to oversee the focused deterrence implementation logistics and planning on-site. This person will serve as the hub of communication through which the T/TA team can plan on-site visits. The coordinator will ensure that the necessary attendees are invited to those meetings and will also be responsible for setting up meeting times among partners, securing meeting space, and other logistics. Prior to any on-site visits, prep or planning phone calls will take place between the T/TA team and site coordinator about the purpose of the visit, who should attend, and what information should be brought to the meeting. In addition, the coordinator and other meeting attendees will receive a memo to detail the purpose and specifics of the meeting. Weekly or bi-weekly phone calls will be planned with the coordinator to troubleshoot and share updates with

the T/TA team. During the initial site assessment visit, the T/TA team and the GPD workgroup can discuss the site coordinator option

The T/TA package can be provided for \$25,000.00, and is detailed in the table / description below.



City of Greenville, North Carolina

Meeting Date: 10/7/2013
Time: 6:00 PM

Title of Item: Contract to purchase 6,000 recycling carts

Explanation: **Abstract:** The City of Greenville desires to purchase 6,000 recycling roll-out carts with the use of a cooperative purchasing contract. This purchasing method is used by many North Carolina cities and is similar to purchasing items from a state contract.

Explanation: The Sanitation Five-Year Plan is being implemented with automated curbside recycling. As part of this plan, residents will be issued a blue recycling cart for curbside collection. The City is initially purchasing 6,000 curbside recycling containers with automated collection scheduled to begin in January 2014. The City plans to deliver these initial carts in December 2013. As the plan continues over the next few years, additional recycling carts for curbside collection will be issued.

The City of Greenville has been awarded a grant from the North Carolina Department of Environment and Natural Resources (NCDENR) in the amount of \$75,000 to aid in purchasing carts for city residents. NCDENR states recycling participation and diversion rates increase significantly with the issuance of roll-out carts to residents. This coincides with the City's goal of increasing recycling and landfill diversion.

City staff has reviewed the purchase options and cooperative bids and selected Rehrig Pacific Company as the best value for the City through the HGACBuy* cooperative contract for 6,000 blue roll-out carts. Rehrig Pacific Company will deliver the assembled carts in December 2013.

* Houston Galveston Area Council (HGACBuy) is a cooperative on the City's list of approved buying cooperatives.

Fiscal Note: The cost of purchasing 6000 96-gallon recycling carts is \$311,700. This cost includes the cart, assembly, and delivery of the recycling carts.

Recommendation: Execute a contract with Rehrig Pacific Company for the amount of \$311,700 for the recycling roll-out cart purchase including assembly and delivery through the HGACBuy cooperative contract.

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

Attachments / click to download



City of Greenville, North Carolina

Meeting Date: 10/7/2013
Time: 6:00 PM

Title of Item: Contract to purchase five refuse trucks

Explanation: **Abstract:** The City of Greenville desires to purchase five refuse trucks using piggyback purchases on other cities' contracts, which is allowed by N.C. General Statute. Four automated side-loader refuse trucks and one front-loader refuse truck will be purchased, and funding for these purchases will be made through the Vehicle Replacement Fund at a total cost of \$1,291,783.46.

Explanation: The Public Works Department requests to use North Carolina General Statute 14-129(g), which allows an exception to the bidding process for piggyback purchases, to purchase five refuse trucks. The purchase of four automated side-loader refuse trucks is from a City of Raleigh contract awarded in March 2013, and the purchase of a front-loader truck is from a City of Roxboro contract awarded in March 2013.

City staff reviewed purchase options and determined the piggyback purchase to be the best option. The piggyback purchase allows receiving the units sooner, standardization of the automated fleet, and the same unit price that the City of Raleigh is paying for nine automated side-loader refuse trucks. This is the second order of automated trucks as outlined in the Five-Year Sanitation Plan.

The City of Raleigh advertised to purchase nine automated side-loader refuse trucks and received 27 bids from various truck vendors. It is staff's opinion that Raleigh received a fair price and the trucks will service their city well. It is important to note that the low bidder for Raleigh was not awarded the bid as they did not meet the specifications. Raleigh has purchased, operated, and compared different automated side-loaders over the past few years. They have experience with this type of truck and highly recommend the vehicle that is the low responsible bid.

This is Greenville's second purchase of automated side-loaders. Staff recognizes that the cost, flexibility, and dependability of its equipment are paramount in beginning the City of Greenville's five-year refuse collection plan and methods.

All four automated side-loaders will be equipped with 31 cubic yard bodies. Staff believes the life cycle cost of these vehicles is much less than others on the market.

The front-loader cab and chassis is the same as the automated side-loaders, thus allowing some cost savings for maintenance and repair. The front-loader's 40 cubic yard body is the same make as others in the City's fleet and is considered reliable and needing only minor repairs. These purchases will provide 10 trucks with the same cab and chassis systems.

Staff recommends the City purchase the optional 60 month/150,000 mile extended warranty on the Autocar engine at the cost of \$3,475.00. This is a worthwhile investment as the 2013-14 emission engines incorporate new technology. The extended engine warranty will cover all engine components, injectors, turbo, induction after-treatment, emission components, and water pump for five (5) years versus two (2) years for the standard warranty. In addition, we recommend purchasing the Transmission extended warranty 60 month/unlimited miles at the cost of \$450.00.

Fiscal Note:


Funding is available in the Vehicle Replacement Fund. The automated side-loader cost is \$262,395.00 each, and the front-loader cost is \$242,203.46. The total purchase price is \$1,291,783.46.

Recommendation:

Execute a contract with Advantage Truck Center of Charlotte, North Carolina, for the amount of \$1,291,783.46 for the purchase of five refuse trucks.

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

Attachments / click to download

 [Raleigh and Roxboro purchase orders](#)

Revised Purchase Order



City of Raleigh

Purchasing Division
PO Box 590
Raleigh, NC 27602-0590
United States
Phone: 919-996-3240

Purchase Order			
Purchase Order Date	PO/Reference No.	Revision No.	Revision Date
3/20/2013	0000019367	1	3/22/2013
Contact Information		Brenda Brandon	
Departmental Contact		Brenda.Brandon@ci.raleigh.nc.us	
Departmental Contact E-Mail		919/250-2733	
Departmental Contact Phone		ANDERSON-SOLOMON, TANGA	
Purchasing Division Contact			

Order acceptance instructions:

Acceptance of this order includes acceptance of all terms, conditions, prices, delivery instructions and specifications as shown on this order. This includes City of Raleigh Purchase Order Terms & Conditions as of the date of this order which can be found at http://www.raleighnc.gov/content/FinPurchasing/Documents/Terms_and_Conditions.pdf

Supplier Information		Delivery Information	
Vendor Number	000009227	Delivery Address	City of Raleigh
Vendor Name	ADVANTAGE TRUCK CENTER		7W Heavy Equipment Shop
Address	3880 JEFF ADAMS DRIVE CHARLOTTE, NC 28208 US		4120 New Bern Ave Raleigh, NC 27610 United States
Phone	+1 (704) 597-4253	ShipTo Address Code	S0177
Fax		Delivery Information	
F.O.B.	FOB Dest, Freight Prepd, Allowed	Ship Via	Best Carrier-Best Way
Payment Terms	0% D, Net 30		
Contract	no value		

Billing Contact Information		Billing Address	
Email:	accounts payable@raleighnc.gov	City of Raleigh	
Fax:	919-996-7508	Accounts Payable	
Phone:	919-996-3210, option 3	PO Box 590	
		Raleigh, NC 27602-0590	
		United States	

Line No.	Product Description	Vendor Item ID	Size / Packaging	Unit Price	Quantity	Ext. Price
1 of 4	2014 Autocar ACX64 Chassis		EA	147,673.00 USD	7 EA	1,029,511.00 USD
	Taxable Yes	Due Date	4/8/2013			
	City Item ID no value					
2 of 4	Neway Sidewinder 29 Yard Automated Refuse Body		EA	110,197.00 USD	7 EA	771,379.00 USD
	Taxable Yes	Due Date	4/8/2013			
	City Item ID no value					
3 of 4	2014 Autocar ACX64 Chassis		EA	147,073.00 USD	2 EA	294,146.00 USD
	Taxable Yes	Due Date	4/8/2013			
	City Item ID no value					
4 of 4	Neway Sidewinder 29 Yard Automated Refuse Body - Per formal bid# 2012-11-A1		EA	110,197.00 USD	2 EA	220,394.00 USD
	Taxable Yes	Due Date	4/8/2013			
	City Item ID no value					

Shipping and Handling charges are calculated and charged by each supplier. The City of Raleigh is not exempt from North Carolina State Sales Tax, Wake County Sales Tax, and Wake County Prepared Meals and Hotel Room Taxes. These taxes must be correctly invoiced to the City for payment. Taxes shown on the purchase order are approximate.	Subtotal	2,315,430.00
	Tax1	156,291.53
	Tax2	0.00
	Shipping	0.00
	Handling	0.00

HTML Attachment Email

Total 1,471,721.53

Approval
Signature

THIS INSTRUMENT HAS BEEN PREAIDED IN THE MANNER REQUIRED BY THE
LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.

M. L. Waller (interim)
Purchasing Manager

CITY OF ROXBORO


105 S. Lamar Street • P.O. Box 128 • Roxboro, N.C. 27573 • Phone (336) 598-3116 • Fax (336) 598-3774

003804/13	DEPARTMENT	REQ'N NUMBER	PURCHASE ORDER NO. 20130047
S P O V E N D O R	PUBLIC SERVICES DEPARTMENT CITY OF ROXBORO 778A MOUNTAIN RD ROXBORO, NC 27673		B I L L T O CITY OF ROXBORO 105 S. LAMAR STREET P.O. BOX 128 ROXBORO, N.C. 27573
	YOUNG'S TRUCK CENTER, INC DBA ADVANTAGE TRUCK CENTER 3880 JEFF ADAMS DRIVE CHARLOTTE, NC 28208		CHARLOTTE, NC P.O.B. POINT VENDOR'S PREFERENCE SHIP / DEL VIA 03/04/13 SHIP / DEL ON OR BEFORE TERMS UPON RECEIPT

ITEM NO.	QUANTITY	PRODUCT DESCRIPTION		UNIT PRICE	AMOUNT
1	1 EA	1 AUTOCAR ACX84 WITH EZ PACK H ERCULES BODY FRONT LOADER ACCT #: 10-30-4711-510	Y	238,278.46	238,278.46

SUBTOTAL: 238,278.46
TAX AMOUNT: 16,083.80
TOTAL: 254,362.26

VENDOR NO: 2399

MATERIAL SAFETY DATA SHEET (MSDS) IS REQUIRED FOR ANY CHEMICAL DELIVERED TO THE CITY OF ROXBORO.	THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.
IMPORTANT! THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS AND PACKAGES. No. 20130047	 FINANCIAL DIRECTOR PURCHASING AGENT

Front Loader Garbage Truck Bid

Bids were opened on Wednesday February 6, 2013 at 2:00 pm for a replacement front loader garbage truck. Three bids were received.

Company	Manufacturer	Model	Delivery Price	Delivery Date
Advantage Truck Center	AutoCar	ACX64/ Hercules Body	\$ 238,278.46	180-210 days
Amick Equipment Co	Newway/ AutoCar	ACX64/ Mammoth 40 yd	\$ 228,936.86	150-180 days
Cavaller Equipment Corp	AutoCar/E-Z Pac	ACX64/ Hercules	\$ 239,281.00	120 days

The bids are being reviewed to verify that the trucks meet the specifications. A recommendation will be made at the council meeting. There was \$228,000 budgeted for this item.



City of Greenville, North Carolina

Meeting Date: 10/7/2013
Time: 6:00 PM

Title of Item: Contract award for study and preliminary design services (Task Order 1) for the Town Creek Culvert Drainage Project

Explanation: **Abstract:** Based on the 10th Street Connector design plans, the Town Creek Culvert will need to accommodate an increase in stormwater runoff due to a redirection of water and shorter time of concentration for the watershed. As a result, the City will analyze the current condition and capacity of the Town Creek Culvert and ultimately invest in rehabilitation, a new system, or a combination of both. The design contract for this project will have three phases or task orders. Those task orders are as follows: study and preliminary design, final design, and construction administration services. Public Works is requesting City Council approve the base fee for Task Order 1 and award a professional services contract to WK Dickson in the amount of \$452,884.24 for the study and preliminary design of the Town Creek Culvert.

Explanation: The Town Creek Culvert Drainage Project will require an aggressive planning, design, and construction schedule as well as coordination between multiple adjacent public and private construction projects. The Town Creek Culvert drains approximately 400 acres in the uptown area. The culvert (closed system) begins near West 9th Street and Ficklen Street and continues for approximately 3,000 feet to its outlet downstream of East 3rd Street between Reade Street and South Summit Street. There is an additional 1,200 linear feet of open channel to the ultimate outfall into the Tar River.

The urgency of this project is dictated by the 10th Street Connector Project (NCDOT, U-3315). At the City's request, the 10th Street Connector Project will be redirecting water from two other outfalls to the Town Creek Culvert. This will minimize the amount of additional storm drainage infrastructure improvements to be designed and constructed by the City. Based on the 10th Street Connector design plans, the Town Creek Culvert will need to accommodate an increase in stormwater runoff due to the redirection of water and shorter time of concentration for the watershed. In addition, the stormwater drainage improvements associated with the 10th Street Connector Project are

scheduled for completion in December 2015.

The Town Creek Culvert design contract will have three phases (or task orders). Each task order will be negotiated upon the completion of the previous task order. The first task order for study and preliminary design will involve surveying and evaluating the condition of the existing stormwater drainage system, completing a drainage analysis, developing possible solutions, and providing a recommendation for rehabilitation and/or replacement improvements. In addition, the consultant will seek out and apply for alternative funding sources for the improvements to the Town Creek Culvert. The second task order for final design will involve developing and preparing the necessary construction documents and completion of any right-of-way/easement acquisitions for the project, obtaining all applicable permitting, and supporting the City through the bidding, selection, and award process. The third and final task order is to provide construction administration services through final completion of the Town Creek Culvert Drainage Project improvements.

The Public Works Department recently solicited Requests for Qualifications (RFQ) from qualified engineering firms interested in providing the above highlighted services. In response to the RFQ, five (5) engineering firms/teams submitted proposals from which three (3) teams were selected for interviews. After the interviews, the team lead by WK Dickson Co., Inc. out of Cary, NC, was selected. Attached is the lump-sum fee proposal and the recommended scope of service. The study/preliminary design will begin immediately and is expected to be completed by December 2013.

Fiscal Note:

Preliminary investigation, design, and construction administration services will be funded by the Stormwater Utility Fund. Last month, City Council approved a resolution granting the City Manager authority to apply for the Clean Water Management State Revolving Fund Program. It is anticipated the City will receive a portion of the construction costs through a 0% interest loan. The remaining funds will be acquired through a revenue bond to minimize the immediate demand on the Stormwater Utility Fund.

Phases and associated budget for Task Order 1 are as follows:

Project Development (Work Plan)	\$9,180.00
Data Complilation	\$206,669.70
Modeling & Alternative Analysis	\$97,786.98
Ancillary Services	\$73,272.58
• Environmental Services	
• Public Outreach	
• Alternative funding	
• Right-of-Way Evaluation/Acquisition	

Administration	\$53,938.09
Reimbursables	\$12,036.90
BASE FEE:	\$452,884.24

Potential additional services for Task Order 1:

Survey	\$15,070.00
SUE Locates	\$47,845.00
Environmental Screening	\$45,695.00
Title Searches (up to 25 properties)	\$10,000.00
Additional Unspecified Services	\$25,000.00
ADDITIONAL SERVICES:	\$143,610.00

Recommendation: City Council approve the base fee for Task 1 of the Town Creek Culvert Drainage Project and award a professional services contract to WK Dickson in the amount of \$452,884.24 for the study and preliminary design of the Town Creek Culvert. In addition, City Council grant the City Manager the authority to authorize award of any additional services identified in Exhibit A of the contract and highlighted above.

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

Attachments / click to download

 [Town Creek Culvert Task 1 Agreement](#)

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Laws and Regulations.

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

EJCDC 

**ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE**

and

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NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC User's Guide to the Owner-Engineer Agreement, EJCDC E-001, 2009 Edition.

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**ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE**

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of September 27, 2013 ("Effective Date") between
City of Greenville ("Owner") and
W. K. Dickson Co., Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Town Creek Culvert – Task Order 1 – Study and Preliminary Design ("Project").

Engineer's services under this Agreement are generally identified as follows:
See Exhibit A

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Exhibit C.
- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to

Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.
- D. ~~*Legislative Actions:* If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.~~

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator as provided in Exhibit B.

5.02 *Designing to Construction Cost Limit*

- A. ~~If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.~~

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and regulations.
 - 2. Prior to the Effective Date, Owner provided to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's performance of services under this Agreement. provided to Engineer in writing. Engineer shall comply with such policies and procedures, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.
- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint

Contract Documents Committee (EJCDC C-700, 2007 Edition) unless both parties mutually agree to use other general conditions by specific reference in Exhibit J.

- H. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.
- I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- K. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.
- L. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, review and response to Contractor claims, contract administration, processing Change Orders, revisions to the Contract Documents during construction, construction surety bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase engineering or professional services except for those services that are expressly required of Engineer in Exhibit A, Paragraph A1.05.

6.03 *Use of Documents*

- A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.

- B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. If the parties agree to other electronic transmittal procedures, such are set forth in Exhibit J.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- F. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

- B. ~~Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies and as loss payees on any property insurance policies carried by Owner which are applicable to the Project.~~
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- D. ~~Owner and Engineer shall each deliver to the other~~ certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and its Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds, additional insureds, or loss payees thereunder.
- F. All policies of insurance shall ~~contain a provision or endorsement that the coverage afforded will~~ not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner ~~and Engineer~~ and to each other additional insured (if any) to which a certificate of insurance has been issued.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 *Suspension and Termination*

A. *Suspension:*

1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
2. By Engineer: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of Engineer.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - 3) Engineer shall have no liability to Owner on account of such termination.
- c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

- a. By Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.
2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly

attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 *Controlling Law*

- A. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

6.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to ~~invoking the procedures of Exhibit H or other provisions of this Agreement,~~ or exercising their rights under law.
- B. ~~If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.~~

6.09 *Environmental Condition of Site*

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. ~~This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."~~

- B. ~~*Indemnification by Owner:*~~ Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.
- C. *Environmental Indemnification:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. ~~*Percentage Share of Negligence:*~~ To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. *Mutual Waiver:* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.11 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

- E. *Accrual of Claims:* To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 2. *Agreement* – This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 3. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 4. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 5. *Construction Contract* – The entire and integrated written agreement between Owner and Contractor concerning the Work.
 6. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner's costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
 7. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
9. *Contract Documents* – Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
10. *Contractor* – The entity or individual with which Owner has entered into a Construction Contract.
11. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
12. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
13. *Effective Date* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
14. *Engineer* – The individual or entity named as such in this Agreement.
15. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
16. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
17. *Owner* – The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
18. *PCBs* – Polychlorinated biphenyls.
19. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.
20. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

21. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
22. *Record Drawings* – Drawings depicting the completed Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
23. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
24. *Resident Project Representative* – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
25. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
26. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
27. *Site* – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
28. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
29. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
30. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
31. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

32. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.
33. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative – Not Applicable
- E. Exhibit E, Notice of Acceptability of Work – Not Applicable
- F. Exhibit F, Construction Cost Limit – Not Applicable
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution – Not Included
- I. Exhibit I, Limitations of Liability – Not Included
- J. Exhibit J, Special Provisions – Not Included
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

[NOTE TO USER: If an exhibit is not included, indicate "not included" after the listed exhibit item]

8.02 *Total Agreement:*

- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This

Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives:*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications:*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: _____
City of Greenville

Engineer: _____
W. K. Dickson Co., Inc.

By: _____

By: Scott Whalen, PE

Title: _____

Title: Vice President

Date _____

Date _____

Signed: _____

Signed: 9-30-13 Scott Whalen

Engineer License or Firm's Certificate No. _____

F-0374

State of: North Carolina

Address for giving notices:

Address for giving notices:

1500 Beatty Street

720 Corporate Center Drive

Greenville, NC

Raleigh, NC

27834

27607

Designated Representative (Paragraph 8.03.A):

Designated Representative (Paragraph 8.03.A):

Scott Sigmon, P. E.

Title: _____

Title: Project Manager

Phone Number: _____

Phone Number: 919-782-0495

Facsimile Number: _____

Facsimile Number: 919-782-9672

E-Mail Address: _____

E-Mail Address: ssigmon@wkdickson.com

This is **EXHIBIT A**, consisting of 23 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 27, 2013.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PHASE 1: PROJECT DEVELOPMENT

WK Dickson (Engineer) will develop a project work plan framework that includes the essential elements needed to ensure a successful project. As part of this effort, we will take into account the City's (Owner's) and various subconsultant's schedules as well as budget, and will work to avoid duplication of work previously completed to provide cost efficiency and expedition of the schedule.

At a minimum, the following elements will be used as the framework of our project approach and workplan:

- Project Description;
- Roles and Responsibilities of prime firm and subconsultants;
- Project Work Flow and Communications Plan;
- Quality Assurance / Quality Control;
- Technical Approach;
- Assumptions and Methodologies;
- Schedule of Performance with milestone and deliverable dates;
- Technical and Design Standards;
- Coordination with adjacent projects;
- Previously completed survey and mapping efforts;
- Available Utility GIS data sets;
- Tar-Pam Stormwater Regulations;
- NPDES Phase II Rules;
- CWSRF Funding Option and project scoring matrix;
- Flood Mitigation;
- Green Infrastructure Practices;
- Modeling Approaches Consistent with City SOPs;
- Infrastructure Inspection Protocols;
- Non-destructive Testing Methods;
- City of Greenville Phase II permit;
- NASSCO Pipe Assessment and Certification Program (PACP) codes;
- Federal OSHA Confined Spaces Standard Regulations 29 CFR 1910.146;
- Develop project safety protocols; and
- GUC flood studies for Tar River.

PHASE 2: DATA COMPILATION

Task 1 – Records Research

The Engineer will obtain readily available data needed to make determinations regarding the presence and extent of environmental constraints on the site. If the information is provided by the Owner, the Engineer shall be able to rely on the completeness and accuracy of the information.

- Flood studies;
- Historical aerial photographs;
- Historical survey data from the City, NCDOT or others;
- Water quality studies (if available from ECU and/or PTRF);
- Soil surveys;
- National Wetland Inventory Maps;
- USGS maps;
- Previous environmental studies conducted in the area (provided by NCDENR UST Section);
- Other technical documents (provided by Owner);
- Previous drainage studies (if available);
- Old master drainage studies and mapping (if available);
- Stormwater management plans (including design drawings and calculations for existing stormwater BMPs within the watershed) (provided by City);
- Applicable Geographic Information Systems (GIS) data (provided by City);
- Citizen complaint reports (provided by City);
- Pertinent as-built or to-be-built drawings of facilities and utilities (provided by City);
- State Historic Preservation Office (SHPO) database;
- Environmental Data Resource (EDR) Report;
- Natural Heritage Program for potential threatened and endangered species; and
- Georeferenced maintenance reports.

As part of this element, the ENGINEER will submit letters to environmental regulatory agencies to request information from their respective databases. This should include the NC Natural Heritage Program, the State Historic Preservation Office, and others as appropriate.

Task 2 – Above Ground Survey

The Engineer will perform a survey of the project area to supplement existing surveys completed by the City, NCDOT, and/or others if available for the project area as shown on Figure 1. The Owner will furnish to the Engineer any available topographic and storm water infrastructure inventory data relative to the Project to be reviewed by the Engineer. All additional horizontal surveys will be tied to the North Carolina State Plane Coordinate System (North American Datum 1983) and all additional vertical surveys will be based on the National American Vertical Datum of 1988. Benchmarks will be established outside of the anticipated construction limits. The survey will comply with the standards for

a Class A survey as detailed in the Standards of Practice for Land Surveying in North Carolina, Amended August 1, 2000, or latest revision.

2.1 Survey Notifications

The Engineer will not commence the above ground field survey effort until the Owner provides written authorization and the Engineer has mailed survey notifications to citizens in the project area unless early authorization is given by the Owner. The Owner will provide the Engineer with a list of homeowners, businesses, and educational institutions (with contact address) in the project area that should be notified. At this time the Engineer will also send out a questionnaire for the project residents.

2.2 Detailed Location and Design Survey

The Engineer will create new base mapping that, at a minimum, includes the following:

- Establish Horizontal and Vertical Control
 - Horizontal Datum: NAD 83/2011 established by N.C.G.S. (North Carolina Geodetic Survey) Real Time Network Solution. Minimum of four (4) GPS control points (Azimuth Pairs).
 - Vertical Datum: NAVD88 established from nearest N.C.G.S. Monuments or acceptable existing control. (Class A Standard)
 - Intermediate survey control points to be established by traditional traversing between GPS control points; where feasible, control is to be semi-permanent, i.e. PK nails or 9” spikes set in locations to ensure long term retention. (Class A Standard)
 - Intermediate vertical benchmarks are to be set at no more than 500 foot intervals and are to be easily identifiable: Top operating nut on fire hydrants along route.
 - All control data to be established for below ground survey of the tunnel.

- Above ground field surveys
 - Perform detailed topographic survey for the project area as specified in Figure 1 by means of digital airborne orthoimagery. The airborne imagery will be combined with conventional survey to include all visible above ground features.
 - Obtain storm structure data on inlets discharging into the culvert along the route; information is to be collected on storm pipe system to the second structure removed from the culvert. (No confined Space Entry Performed) Notify Owner of any structures that are not accessible or filed with debris to be cleaned. The Owner will have 48 hours to address accessibility or debris removal.
 - Locate any storm drainage structure locations, based on information obtained during the interior culvert survey, not discernible from above ground features.
 - Obtain sanitary sewer inverts at least one manhole upstream and downstream of the corridor area (No confined Space Entry Performed).
 - Obtain sanitary sewer lateral cleanouts and water meters.

- Locate closest water valve each direction outside corridor at drainage crossing.
 - Mark and locate horizontally other visible above ground utility items for gas, phone, cable, fiber optic, electrical etc. (Locating and surveying underground utilities will be completed under scope for Task 3).
 - Buildings outside of the project area, but within 100 feet of the project will be shown based upon available GIS information.
 - Visible property corners within the project area will be collected to aid in a GIS parcel overlay. Full property corner surveys on impacted State owned property (ie. ECU) will be performed to allow the Engineer to begin to develop easement plats during the planning process (Full property corner surveys on remaining parcels will be included as needed on subsequent contracts (i.e. Task 2 Town Creek Culvert Final Design).
- Base Mapping
 - Owner to provide current GIS Data for Parcels along corridor.
 - Obtain deeds and maps for current property owners based upon information provided by Pitt County Tax Office and Pitt County Register of Deeds Office (Pitt County On-line Parcel Identification System - OPIS).
 - Develop planimetric and topographic base mapping in AutoCAD.
 - All survey will be review for both quality and accuracy by the Professional Surveyor of record. This could include spot checking computations, visual review of base mapping in the field and in the office, review of field notes, etc.
 - Prepare sheet layouts for sealed drawings and provide base mapping. Engineer to obtain description, book, and page number of the official registry of all properties affected by the Project, including current property owner name(s), tax parcel identification number, street address, existing property acquisitions, rights-of-way, and discovered recorded easements during current property owner research noted above).

2.3 Field Survey Project Administration

Prior to acceptance and use of the survey, the Engineer will perform an independent field review of the survey to verify that it is complete and accurate.

2.4 Survey Submittal

The Engineer will provide the survey data to the Owner in an electronic format in AutoCAD 2012.

Task 3 – Subsurface Utilities Evaluation (SUE)

The Engineer will provide below ground survey and subsurface utilities identification (water, sewer gas, electric, fiber optic, cable, etc.). The most common components are defined as follows:

- Designating: Two-dimensional mapping of underground facilities using geophysical prospecting and related technologies.

- Locating: Three-dimensional mapping of underground systems and components both horizontally and vertically, using vacuum excavation, computer, survey, and related technologies.
- All SUE work will be performed under direct supervision of registered professionals to help assure the quality, value, and usefulness of the data collected.
- Common quality levels defined in the "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data", C/I ASCE Standard 38-02" are as follows:
 - Utility Quality Level A: Precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, usually at a specific point. Minimally intrusive excavation equipment is typically used to minimize the potential for utility damage. Precise horizontal and vertical locations as well as other utility attributes are shown on plan documents. Accuracy is typically set at 0.05' vertical, and to applicable horizontal survey and mapping accuracy as defined or expected by the project owner.
 - Utility Quality Level B: Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. QL B data should be reproducible by surface geophysics at any point of their depiction. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents.
 - Utility Quality Level C: Information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to QL D information.
 - Utility Quality Level D: Information derived from existing records or oral recollections.

In performing Quality Level "C" designating services the Engineer will:

- Conduct appropriate records research, investigate site conditions and identify applicable project limits.
- Obtain necessary permits from City, County or other municipal jurisdictions to allow the Engineer to work in the existing streets, roads or rights-of-way.
- Horizontally survey visible utility appurtenances in the field and plot onto base plans furnished by the client. Use surveyed appurtenances as reference points for the depiction of utilities of record.
- Prepare appropriate field sketches of marked utilities, and survey designating marks, which will be referenced to project control provided by the Owner.
- Compare survey information plotted on base plans with information provided from field sketches and evaluate all plotted information in the field for accuracy and reliability.
- Finalize survey to account for any corrections noted from the previous review and review plan sheets against: a) records, b) field sketches, c) CADD drafting, and d) field notes.
- Translate survey data and drafting codes to an electronic file to allow direct incorporation into the project base file.

- Provide sealed drawings of all finalized SUE mapping.
- Return final work product to the client and review project with the same.
- With respect to the above services, the Engineer and the client will work together to accomplish peripheral tasks necessary to accomplish the work, such as assistance in obtaining records, notifications to and access from property owners, etc.
- In areas where additional information is needed, Engineer can perform Quality Level "A" vacuum excavations. Quality Level "A" locates will be performed as part of a subsequent contract for Task 2, Final Design.
- Only the accuracy of data obtained by actual physical verification (through vacuum excavation or otherwise) can be guaranteed to applicable surveying and/or engineering standards. However, the Engineer does carry professional liability insurance to cover negligent errors or omissions of our work product as related to the standard of care prevalent in the subsurface utility engineering profession, including application and interpretation of surface geophysical methods, survey and mapping. Markings placed on the ground by the Engineer are not to be used for excavation purposes. The use of information provided by the Engineer does not relieve any contractor from the duty to comply with applicable utility damage prevention laws and regulations, including but not limited to, giving notifications to utility owners or "one-call" centers, if any, before excavation.

Task 4 – Tunnel Structural Condition Assessment

The Engineer has completed numerous culvert structural condition assessments and, based on this experience, proposes the following approach on the Town Creek Culvert project:

4.1 Existing Data Collection and Review

- Coordinate with underground/above ground survey subconsultants to obtain available base mapping, existing tunnel baseline, and internal survey data to develop tunnel assessment base mapping and work packages to be utilized by condition assessment crews during field work.

4.2 Internal Visual Observation

- Ensure appropriate OSHA certification of personnel assigned to the project, as well as required equipment for confined entry work.
- An existing conditions video assessment will be performed utilizing a robotic crawler for the entire length of the tunnel to document the existing conditions. The wall stationing established during the tunnel survey will be captured on the video and will allow for the viewer to know the exact location of visible obstructions, deterioration etc. within the tunnel. Multiple set-ups will be required for the robotic crawler to avoid obstructions in the tunnel. If areas are encountered that are not accessible by robotic crawler, conventional video methods if possible will be employed and will be merged into the overall video. This video will serve as a tool to assist with

locating problem areas that need further visual observation and assessment. A copy of the existing conditions video assessment will also be submitted to the Owner at this time.

- The tunnel condition assessment team will review the existing conditions video and develop a visual observation plan. The condition assessment team will consist of one (1) structural engineer and two (2) So-Deep staff members for tunnel entry/exit.
- After a thorough review of the existing conditions video that was captured by the CCTV robotic crawler, the tunnel condition assessment team will perform an internal visual observation inside the Town Creek Culvert in areas of concern (identified from the video). A photographic survey will be performed documenting any visual structural deficiencies. The Owner will be required to assist with difficult access including pumping of standing water, etc.
- All data will be tied to internal baseline as established as part of the internal tunnel survey.
- The size, shape, material of the culvert, and any connected drainage structures will be verified as well as the location of any transition points along the alignment.
- Groundwater infiltration will be estimated based on the size of opening and estimated flow rate.
- Following the internal visual observation, preliminary findings will be developed based on the results of the existing condition video and internal visual observation.
- Perform preliminary structural analysis in an effort to determine the tunnel sections that are structurally sound enough to be rehabilitated, sections that must be replaced, and sections that require further analysis or assessment.
- Once the existing condition culvert modeling is complete (as described in Phase 3, Task 1 section of this scope), a conference call will be held with the Owner prior to beginning the detailed in-office structural assessment phase (Task 4.3).

Materials Inspection services will include the following:

- Provide staff experienced with the requested testing techniques and certified in Confined Space Entry for up to two (2) field days estimated at ten (10) hours per day.
- The testing techniques requested include:
 - Rebound hammer testing for approximate compressive strength determination.
 - Windsor probe testing.
 - Rebar location utilizing a Proceq Profometer 5.
 - Concrete thickness determination utilizing a Concrete Thickness Gauge (CTG) by Olsen Instruments.

Additional destructive testing services as shown below are not included.

- Core sampling
- Petrographic analysis
- Chloride penetration testing

Additional testing, if needed, will be considered out of scope and if deemed necessary, may be included through written authorization by Owner using the additional unspecified services budget.

Structural items to review non-destructive material testing and results evaluation services hereunder will include the following:

- Coordination with Materials Testing Subconsultant
- Review of Materials Testing Reports/Results

4.3 Structural Assessment and Findings

- If required, core samples of the structure may be needed to perform additional assessment/test of the concrete. The additional testing includes, but is not limited to, petrographic analysis and chloride penetration test to determine the remaining life of the concrete. If this service is warranted, it will be performed as an additional unspecified service.
- If required, various types of non-destructive testing may be needed based on the findings from the CCTV video assessment and the internal visual observation. Potential testing techniques may include, but are not limited to, rebound hammer test, Windsor probe test, electromagnetic concrete test, rebar location test. The results of the non-destructive testing will be documented. If this service is warranted, it will be performed as an additional service.
- Perform in-office structural assessment to determine conceptual rehabilitation options.
- Summarize the in-office structural assessment in a technical memorandum that will later be incorporated into the final planning report. This memorandum will include a summary of the findings from the visual observation and the in-office structural assessment. The document will also include support data and select photos from the photographic survey. The memorandum will provide recommendations for which tunnel sections should be rehabilitated and/or replaced. For sections that will be rehabilitated, a list/description of required repairs will be included. A preliminary Engineer's Opinion of Probable Cost will be provided for the recommended repairs and/or replacements.

Task 5 – Below Ground Culvert Survey

Confined Space Entry (CSE) Management for Culvert Condition Assessment Team

- The Engineer will provide two (2) Confined Space Entry (CSE) certified personnel to assist the “condition assessment team” in the inspection of the culvert. Based on the length of the tunnel and past experience performing similar inspections it is estimated that this will not exceed three (3) 10-hour workdays for this inspection. If for any reason this effort takes longer than (3) 10-hour workdays then written authorization from the Owner to use Unspecified Additional Services will required.
- Prior to this inspection the Engineer will provide appropriate OSHA CFR 1910.146a training to the Assessment Team. Costs have been included in our proposal to prepare for and conduct this training.

Initial Inspection and Horizontal Survey within Culvert

- Initial Inspection to establish the baseline stationing to be used by the robotic crawler and condition assessment team and the horizontal survey within culvert will be completed as part of a separate contract.

Vertical Survey within Culvert

- The Engineer will perform a confined space entry survey of the referenced culvert beginning at the East 4th Street outfall and ending at a structure near East 9th Street (approximately 3,100 LF, see attachment to this Exhibit A). Confined space entry survey will include previously surveyed work where practical.
- The culvert floor elevation will be determined approximately every 50 feet along the culvert and at bends within the culvert.
- Invert elevations will be determined for storm drain pipes that intercept the culvert. Top elevations will be determined for utility pipes and conduits that pass through the culvert as well as diameter and pipe material if obtainable (i.e. not encased in a encasement sleeve).
- The Engineer will determine the approximate interior height of the culvert every 50 feet (approximately) and at bends in the culvert. For culvert sections with arched ceilings, heights will be measured to the apex of the arch and to where the culvert wall transitions into the arch. This information will be combined with the horizontal survey completed as part of a separate contract to determine exact size, shape, slope and cross-sectional area of the tunnel.
- The Engineer will exert its best efforts to collect surveyed data through the requested length of the culvert. However, if work conditions within the culvert degrade to a level in which the Engineer crews cannot work safely, survey activities will cease. If this occurs the Engineer will provide a map of the data collected thus far and only below ground survey services completed will be billed against the Not-to-Exceed amount

In performing subsurface structure survey services the Engineer will:

- Obtain as necessary permits from City, County or other municipal jurisdictions to allow the Engineer to work in the existing streets, roads or rights-of-way.
- Field survey the approximate horizontal and vertical position of the interior of the box culvert tunnel.
- Prepare appropriate field sketches of survey which will be referenced to project control.
- Add vertical and horizontal tunnel survey information onto project base survey.
- Compare survey information plotted on base plans with information provided from field sketches and evaluate all plotted information in the field for accuracy and reliability.
- Final plot all information onto the final project base plans to account for any corrections noted from the previous step and review plan sheets against a) records, b) field sketches, c) CADD drafting, and d) field notes. Discrepancies with records will be noted.
- Return final work product to the client and review project with the same.

Task 6 – Coordination of Utilities

Following initial base map preparation and prior to development and submittal of 25% plans, the Engineer will coordinate with private utility companies whose facilities (both existing and proposed) may be affected by the design of the Project to identify or confirm all utilities that could adversely affect horizontal alignment development. The Engineer will distribute plans to all utilities with requests to confirm existing facilities and identify any proposed facilities and will ensure receipt of same. Such information will be shared with the City for determination of costs and benefits of shifting the alignment versus relocating the private utility facilities based upon analysis and recommendation of the Engineer.

Task 7 – Geotechnical Investigation

Engineer will secure and manage a consultant to perform geotechnical subsurface investigations necessary for completion of the final design documents after receiving written authorization from the Owner's Project Manager. These investigations include fifteen (15) soil borings at an average depth of fifteen (15) feet with a report including but not limited to an estimation of seasonal high groundwater levels, soil bearing pressure analysis, laboratory testing, encountered soils conditions and engineering recommendations.

PHASE 3: MODELING ALTERNATIVE ANALYSIS AND FINDINGS

Task 1 – Modeling

1.1 Model and Evaluate Existing System

- Stormwater Modeling - The intent of the Existing Conditions Analysis is to identify which section(s) of the system do not meet current City design standards or selected level of service, assesses the degree of flood damage, and determines the hydraulic and hydraulic interconnectivity of the system.
 - Utilize SWMM to develop the hydrologic and hydraulic characteristics in the project area.
 - Subwatersheds will be delineated as appropriate; divides will occur at significant hydrologic features such as culvert crossings, confluences, and detention facilities.
 - Watershed characteristics will be identified for each subwatershed in a manner consistent with NRCS (TR-55) and proposed land uses will be developed from zoning information provided by the Owner.
 - Hydrologic parameters calculated will include, subwatershed area, existing land use, future land use, curve number, NRCS soil types, significant detention storage areas, and directly connected impervious areas.
 - Prior to beginning the hydrologic modeling the hydrologic parameters above will be submitted to the City from review and approval.

- Evaluate 2-, 10-, 25-, 50-, and 100-year 24 hour storm events using Type III rainfall distribution.
 - Starting water surface elevation (WSEL) will be based on with the slope area method or the WSELs developed as part of the GUC flood studies for the Tar River or FEMA mapping project whichever is determined by the Engineer and Owner to be most appropriate.
 - Develop Existing Conditions SWMM model.
 - Based upon Existing Conditions modeling results, identify segments of the conveyance system that are not meeting the City design standards or selected level of service. These levels of services will be determined collaboratively by the Owner and Engineer prior to starting the alternative analysis.
 - Complete validation of Existing Conditions SWMM model using high water marks, regression equations, as well as other pertinent data provided by the Owner or public.
 - Evaluate capture capability of the existing inlets.
 - Evaluate impact of the 10th Street Connector project by adding flows from the new NCDOT drainage system into the Existing Conditions SWMM model.
- Water/Sewer - Determination of utility conflicts and viable options to remedy or clear those conflicts-obviously with the objective of clearing the conflicts ahead of the drainage. Work includes a scoping meeting with GUC to confirm their policies, procedures and preferences that may impact utility conflict resolution in particular construction sequencing and coordination. Additionally, a scoping meeting with NCDOT is included to discuss relocation options and impact to their facilities. This will include coordination with the NCDOT on their U-3315 project. Meeting minutes will be produced and distributed to all attendees and concurrence from Greenville Utilities Commission (GUC) and North Carolina Department of Transportation (NCDOT) will be requested. In addition, coordination with East Carolina University (ECU) will be performed on this task.

1.2 Design Development and Modeling

- Stormwater
 - Once problem areas have been identified, improvement options will be considered that may include:
 - Upgrade of the entire conveyance system to meet established design criteria;
 - Upgrade of portions of the conveyance system to lesser design standards;
 - Use of alternative best management practices for water quantity and quality control; and
 - Alternative alignments and materials to minimize construction cost and impacts to private property and transportation systems.
 - The Engineer and the Owner will discuss and agree upon the proposed alternatives to be evaluated and written concurrence from the Owner and GUC will be obtained on the

alternatives. The alternative analysis will consider results from the tunnel condition assessment memorandum and mapped utility conflicts, as well as impacts to nearby infrastructure.

- Green infrastructure elements, type and location will be identified with input from the Owner to qualify project for submittal for CWSRF funding. Green infrastructure elements will not be modeled within the SWMM model alternatives below.
- Develop SWMM models for up to three (3) alternatives for future land use conditions. Potential alternatives to be considered are as follows:
 - Alternative #1: Full City level of service new pipe or a combination of new pipe and rehabilitation of existing pipe ;
 - Alternative #2: Varying level of service depending on whether located in the upper, middle, or lower end (new pipe throughout); and
 - Alternative #3: Varying level of service with a combination of new pipe and rehabilitation of existing pipe.
- Secondary closed systems include selected drainage pipe systems that connect to the main Town Creek Culvert. Examples would include closed pipe systems with known flooding problems or known collection problems (lack of inlets) that are located adjacent to the main Town Creek Culvert alignment. For budgetary estimating purposes for this project, we have included up to 1,000 linear feet of secondary closed systems to be studied in detail. Analyzed systems will be identified based on watershed reconnaissance, historical drainage complaints, community input, feedback from the Owner, and other means to determine systems that may have conveyance or collection problems. Then Engineer's staff will present the list of secondary systems to be modeled to the Owner's Project Manager for approval before the secondary system analysis is performed.
- For the closed systems connecting to the main Town Creek Culvert, SWMM software will be used to evaluate hydraulic performance.
- A budget cost analysis will be computed using recent bid tab information from similar projects and input on the local bid climate from Owner's staff. Budget costs for drainage improvements will include, at a minimum, installation of the following elements: channel restoration and stabilization material, storm drainage improvements, grading, necessary street improvements, water and sewer utility relocations, erosion and sediment control measures, traffic control measures, miscellaneous items (e.g. fencing, walls, etc.), and easement and right of way acquisition estimates.
- The Engineer will recommend and provide justification for the "best" alternative based on the following factors:
 - Hydraulic Design;
 - Permitting;
 - Utility Conflicts;
 - Constructability;
 - Water Quality and Environmental Impacts;

- Maintenance and Safety; and
 - Cost versus Benefit.
-
- Water/Sewer - Hydraulic water system modeling will be done for those alternatives in which existing operations may be impacted such as the need to isolate a section of water main while the closed drainage system is replaced, rerouted, etc. Secure GUC input on sewer flows as bypass pumping will likely be unavoidable. Probable cost estimates will be developed for each water/sewer alternative.

Task 2 – Summary of Findings Report

- Upon written acceptance of the preferred alternative, a draft copy of the findings report will be submitted to the Owner summarizing the existing conditions analysis and the alternatives analysis. A budget cost analysis will be included for each of the three alternatives considered. The report will also include a listing of environmental findings, required permits, summaries of public meetings and other public input, copies of all funding applications submitted for the project, geotechnical report, and documentation of findings from other involved entities including NCDOT and GUC.
 - Four hard copies and one digital copy (including all models) will be provided to the Owner for review. A hard copy will also be provided to GUC and ECU as well.
- A final, sealed report will be submitted to the Owner after subsequent review/approval of the draft report; one reproducible hard copy and one digital copy will be provided to the Owner as the final deliverable.

PHASE 4: ANCILLARY SERVICES

Task 1 – Environmental Services

1.1 Stream/Wetland Delineation

The Engineer will conduct a field investigation of the project boundary to determine the absence or presence of wetlands, streams, and open waters within the study area utilizing the three parameter approach for wetland delineation as described in the 1987 U.S. Army Corps of Engineers Wetland Delineation Manual – Atlantic Coastal Plain Supplement. The jurisdictional limits will be flagged and data forms required for certification by the USACE and DWQ will be completed with the data necessary obtained during field reviews. Any jurisdictional streams will be classified as either perennial or intermittent and the ordinary high water mark elevation will be marked at representative locations along the channel. The delineated wetland and stream boundaries will be GPS mapped with sub-meter GPS receiver.

Streams Mapping – In order to prepare a Jurisdictional Determination Map for approval by the USACE, the Engineer will provide to the surveyor a sketch of the approximate location of the wetlands and

streams as well as sub-meter GPS data. The Engineer will review the completed stream survey map prior to submission to the USACE. It is anticipated that no field time will be required to review the survey.

The Engineer will review the appropriate databases to determine the potential for the presence of Federally threatened or endangered species. As part of the delineation, the Engineer will conduct a preliminary site review to determine the potential or the presence of habitat for any species identified. Any Section 7 consultations shall be considered additional services.

The Engineer will also review available information from SHPO to determine if the project will interact with any historic properties, features, or areas. This review does not include any field investigations or Phase I or II Archeological Investigations. Such shall be considered additional services as would any consultations with SHPO.

1.2 Preliminary Water Quality Assessment

The Engineer will also visually assess opportunities within the project boundary for water quality BMP opportunities that would provide ecological uplift to the watershed. Such BMPs could include, but are not limited to, various types of BMPs included in DENR BMP manual, green infrastructure, stream enhancement/restoration, infiltration, and rainwater harvesting. The purpose of these evaluations is to identify potential stream /restoration or enhancement areas that could serve as water quality features, education features, and to identify opportunities that would make the project (or aspects of the project) more attractive to alternative funding sources such as (but not necessarily limited to) the CWSRF. Engineer will coordinate these water quality opportunities with ECU and the Owner.

1.3 Regulatory Agency Interaction

After determining the design approach, the Engineer will meet onsite with appropriate regulatory agencies to provide an overview of the site and discuss the design approach. Regulatory agencies that could be contacted include (but are not limited to):

- US Army Corps of Engineers;
- NC Division of Water Quality;
- US EPA;
- NC Division of Land Quality;
- NC Department of Cultural Resources (SHPO);
- US Fish and Wildlife Service; and
- Division of Marine Fisheries.

The Engineer will arrange the (assumed two) site meetings and prepare maps and background information necessary for the meeting. The results of the meetings will be documented in minutes to be prepared by the Engineer. These results will be used in assessing alternatives in the feasibility study and design. The agency meetings should identify the permitting requirements for the design and construction phases.

1.4 Miscellaneous Environmental Reporting

Order an Environmental Data Resource (EDR) Report for the project area as shown in Figure 1.

Task 2 – Public Outreach and Communication

Public involvement will be an integral part of the planning process for the project. The public involvement process will have two primary objectives: 1) to educate and inform the public on a timely basis regarding the study scope, schedule, findings, and recommendations; and 2) to obtain public comments/input. The Engineer will:

- Develop a brief Public Outreach Plan for the project. The Public Outreach Plan will outline the various elements of the public involvement efforts and identify key contacts with agencies, the news media, public officials, citizens groups, neighborhood/business associations, and the general public. The Plan will identify the methods to be used for informing the public about the project and for soliciting public input to the process. One (1) update to the plan will be provided in addition to the original submittal.
- Initiate coordination with state/federal agencies (e.g. State Historic Preservation Office).
- Hold initial meetings with local businesses and residents for data collection (two meetings anticipated).
- Coordinate with ECU Communications, possibly the Construction Management / Engineering Department.

One open-house style workshop (public meeting) will be held (anticipated to be in November 2013) to introduce the project to the public. The Engineer will prepare a flyer or postcard announcing the meeting and revise the notice based on the Owner's review. The Engineer will distribute the flyer/postcard to property owners and tenants in the project study area prior to the public workshop, based on the mailing list provided by the Owner. It is anticipated that two staff from WK Dickson, two staff from Kimley-Horn, and one staff member from Rivers and Associates will attend the public meeting. The Engineer will assist the Owner with meeting logistics and provide large-scale roll plot mapping showing an aerial of the project study area. The Engineer will prepare handouts, comment sheets, sign-in sheets, and a PowerPoint presentation for the workshop. The Engineer will revise the materials based on the Owner's comments and provide copies of the handouts and comment sheets for the workshop.

The Engineer will assist Owner' staff with a PowerPoint presentation and attend one City Council meeting and provide information on topics such as alternatives, cost, and project finances.

The ENGINEER will create a placard (poster size [19" x 26"]) announcing the project study and provide contact information. The placard will be drafted and submitted to the Owner for approval prior to printing. The placards will be printed in color on card stock. These placards will be distributed by ENGINEER and the Owner. Placards will be distributed to businesses for placement in windows and in other appropriate locations for maximum visibility along the project study area.

The Engineer will develop a project web page to be hosted on the City's website. The initial web page and any revised web pages will be reviewed and approved by the Owner prior to web site activation. The ENGINEER will provide the project web page information to the Owner for their use on the City's website. It is anticipated that the website content provided by the Engineer will include a project description, (approved) maps, public notices and announcements of public workshops, PDF copies of newsletters, flyers, or other mailings, updates on the project schedule, and the project manager(s)' contact information. The Engineer will assist the Owner with website updates (anticipated no more than once per month) for the anticipated duration of Phase 1 of the project (5 months).

Task 3 – Funding Application Preparation

- Prepare CWSRF loan application, required NCDENR follow up post-award notice, prepare PER in required CWSRF format, coordination with funding entities.
- Prepare FEMA Floodplain grant application and coordinate required follow up actions with NC Department of Emergency Management.

Task 4 – Right of Way Evaluation/Acquisition

- The Engineer will meet with Owner along to determine which procedures will be required:
 - Appraisals required for each parcel.
 - Discuss claim reports as opposed to full appraisals.
 - Title opinions for each parcel.
 - Partial Deed of Trust Release limits and waivers.
- The Engineer (and its Right of Way Subconsultant) will attend all Public Meetings.
 - Establish rapport with owners to provide a conducive atmosphere for negotiations.
 - Provide information about the project and its effect upon their property.
 - Deliver the Owner's pamphlet advising them of their legal rights.
 - Verify ownership information
- The Right of Way process with ECU will be a critical path item and contact with them will begin immediately to establish open communication with ECU related to easement needs on their property, gain feedback and input from them on the project elements adjacent to or on their property and initiate the full Right of Way process including the State Property Office Requirements.

PHASE 5 – ADMINISTRATION

The Engineer will administer the project in a manner so as to be responsive to the needs and schedule of the Owner and assure the quality of the product. The following project administration efforts will include but not be limited to the following items:

- Oversee the project team relative to ensuring budget, schedule and conformance to the project scope on a day-to-day basis.

- Provide a minimum of two project contacts for the Owner so that at any time someone familiar with the project can be available to the Owner if questions, comments, concerns, or other project needs arise.
- Ensure the quality control program throughout the life of the project as outlined in the Project Work Plan Manual.
- Perform project planning and formulation.
- Update the project schedule (formally) if during the life of the project a substantial deviation in the schedule occurs for any reason. All other minor schedule updates will occur in the monthly project reporting.
- Meet with the Owner's Project Team as appropriate throughout the life of the project via conference call or be available to answer project related questions on a regular basis via phone calls and email. It is anticipated that bi-weekly conference calls will occur every other Wednesday at 10:30 AM.
- Attend monthly progress meetings in Greenville as needed.
- Prepare and submit via email a monthly progress report to update the project schedule, list milestones achieved, provide current status of each major task, support and document schedule changes, update product costs and justify any proposed changes to the schedule or budgets. Monthly progress reports are due at the end of each month and shall approximately coincide with monthly project invoicing.
- Provide an ArcGIS Server website to the Owner for the duration of the project. The website will host project data and allow the Owner to view updates throughout the project.
- Maintain a project cost accounting system throughout the life of the project.
- Maintain a project filing system throughout the life of the project to use for storage and retrieval of project documents.

All project final deliverables will be certified (signed, sealed and dated) by a professional engineer and/or surveyor registered in the state of North Carolina. Engineer will participate in project closeout and ensure it is completed on a timely basis.

Project Management is anticipated to occur on an ongoing basis throughout the entire project.

ADDITIONAL SERVICES

Engineering services described in this Scope do not include certain categories of work, which are usually referred to as "Additional Services." The Engineer will provide Additional Services only upon receipt of written authorization from the Owner. To the extent possible, the Engineer will notify the Owner in advance if the need for Additional Services is anticipated.

General Assumptions for ADDITIONAL SPECIFIED SERVICES for Additional Survey:

Work will follow scope as detailed in Phase 2 – Task 2 for the 1.71 acre supplemental survey area as shown in Figure 1.

General Assumptions for ADDITIONAL SPECIFIED SERVICES for Subsurface Utilities Evaluation (Quality Level "B"):

Quality Level "B" locates will utilize the following scope for the 1.71 acre supplemental survey area as shown in Figure 1.

- Conduct appropriate records research, investigate site conditions and identify applicable project limits.
- Obtain necessary permits from City, County or other municipal jurisdictions to allow the Engineer to work in the existing streets, roads or rights-of-way.
- Designate existing utilities and their major laterals within project limits utilizing appropriate radio frequency electromagnetic, magnetic, acoustic emission, and ground penetrating radar (GPR) techniques. Unless expressly requested, utilities designated will not include (a) non-accessible empty conduits or empty utilities, (b) vault or manhole limits or dimensions, (c) irrigation or sprinkler systems, (d) landscape lighting, (e) underground storage tanks, (f) septic tanks and drain fields, or (g) gravity sanitary or storm sewer mains or laterals (note: these will be located as part other surveying services). If record drawings are available on the location of underground storage tanks they can be shown for informational purposes. If exact physical location is required a Quality Level A survey utilizing test holes to locate (X,Y,Z) the tank dimensions will be required.
- Other surface geophysical methods, such as terrain conductivity and point to source transmitters can be used as appropriate. These techniques, although typically involving extra expense, can further refine the utility model. Generally, these extra refinements are not cost effective, and the Engineer will not apply these techniques without authorization from the client. However, the Engineer can recommend appropriate techniques on a case-by-case basis.
- Prepare appropriate field sketches of marked utilities, and survey designating marks, which will be referenced to project control provided by the Owner.
- Compare survey information plotted on base plans with information provided from field sketches and evaluate all plotted information in the field for accuracy and reliability.
- Finalize survey to account for any corrections noted from the previous review and review plan sheets against: a) records, b) field sketches, c) CADD drafting, and d) field notes. Discrepancies with records may be resolved through the depiction of utilities at "Quality Level C or D".
- Translate survey data and drafting codes to an electronic file to allow direct incorporation into the project base file.
- Provide sealed drawings of all finalized SUE mapping.
- Return final work product to the client and review project with the same.
- With respect to the above services, the Engineer and the client will work together to accomplish peripheral tasks necessary to accomplish the work, such as assistance in obtaining records, notifications to and access from property owners, etc.

- The accuracy of subsurface data can be influenced by factors beyond our control, such as conductivity of materials and their surroundings, moisture, proximity of other underground utilities or structures, depth, etc. Therefore, only the accuracy of data obtained by actual physical verification (through vacuum excavation or otherwise) can be guaranteed to applicable surveying and/or engineering standards. However, the Engineer does carry professional liability insurance to cover negligent errors or omissions of our work product as related to the standard of care prevalent in the subsurface utility engineering profession, including application and interpretation of surface geophysical methods, survey and mapping. Markings placed on the ground by the Engineer are not to be used for excavation purposes. The use of information provided by the Engineer does not relieve any contractor from the duty to comply with applicable utility damage prevention laws and regulations, including but not limited to, giving notifications to utility owners or "one-call" centers, if any, before excavation.

General Assumptions for ADDITIONAL SPECIFIED SERVICES for Environmental Screening for Groundwater and/or Soil Contamination - Base Alignment (up to 25 properties):

Environmental Screening for Groundwater and/or Soil Contamination - Base Alignment, will include the following:

- Records Review - Obtain and review available historical files/records (historic aerial photos, state data base, etc.) related to subject and adjacent parcels.
- Site Reconnaissance - On-site inspection of subject and adjacent parcels including interior of buildings, storage facilities, etc.
- Interviews with Owners/Occupants - Questionnaire related to the historic use and activities that have occurred on the property.
- Interviews with Local Government Officials - Questionnaire related to previous known incidences involving hazardous materials on subject or adjacent properties.
- Data Evaluation - Review all information gathered and develop/document opinion of potential presence of recognized environmental conditions.
- A per parcel cost of \$1,235 is based on an economy of scale for performing this service for all 25 properties. Should fewer properties be required, a revised fee will be developed based on the number and size of properties and complexity of effort required for the actual parcels requested by the City.

General Assumptions for ADDITIONAL SPECIFIED SERVICES for Environmental Screening - additional survey area only (up to 12 properties):

Environmental Screening for Groundwater and/or Soil Contamination - additional survey area as shown in Figure 1, will include the following:

- Records Review - Obtain and review available historical files/records (historic aerial photos, state data base, etc.) related to subject and adjacent parcels.
- Site Reconnaissance - On-site inspection of subject and adjacent parcels including interior of buildings, storage facilities, etc.
- Interviews with Owners/Occupants - Questionnaire related to the historic use and activities that have occurred on the property.
- Interviews with Local Government Officials - Questionnaire related to previous known incidences involving hazardous materials on subject or adjacent properties.
- Data Evaluation - Review all information gathered and develop/document opinion of potential presence of recognized environmental conditions.
- Order an EDR Report.
- A per parcel cost of \$1,235 is based on an economy of scale for performing this service for all 12 properties. Should fewer properties be required, a revised fee will be developed based on the number and size of properties and complexity of effort required for the actual parcels requested by the City.

General Assumptions for ADDITIONAL SPECIFIED SERVICES for Title Searches (up to 25 properties):

A title search and Preliminary Opinion beyond the current owner back to an institutional Deed of Trust or back a maximum of 30 years will be performed on parcels where the Town Creek Culvert Base Alignment either crosses that property or is adjacent to that property. It is estimated that 25 parcels will require this research for a cost of \$400 each.

General Assumptions for ADDITIONAL SPECIFIED SERVICES for Subsurface Utilities Evaluation (Quality Level "A"):

Quality Level "A" locating (test hole) services hereunder will include the following:

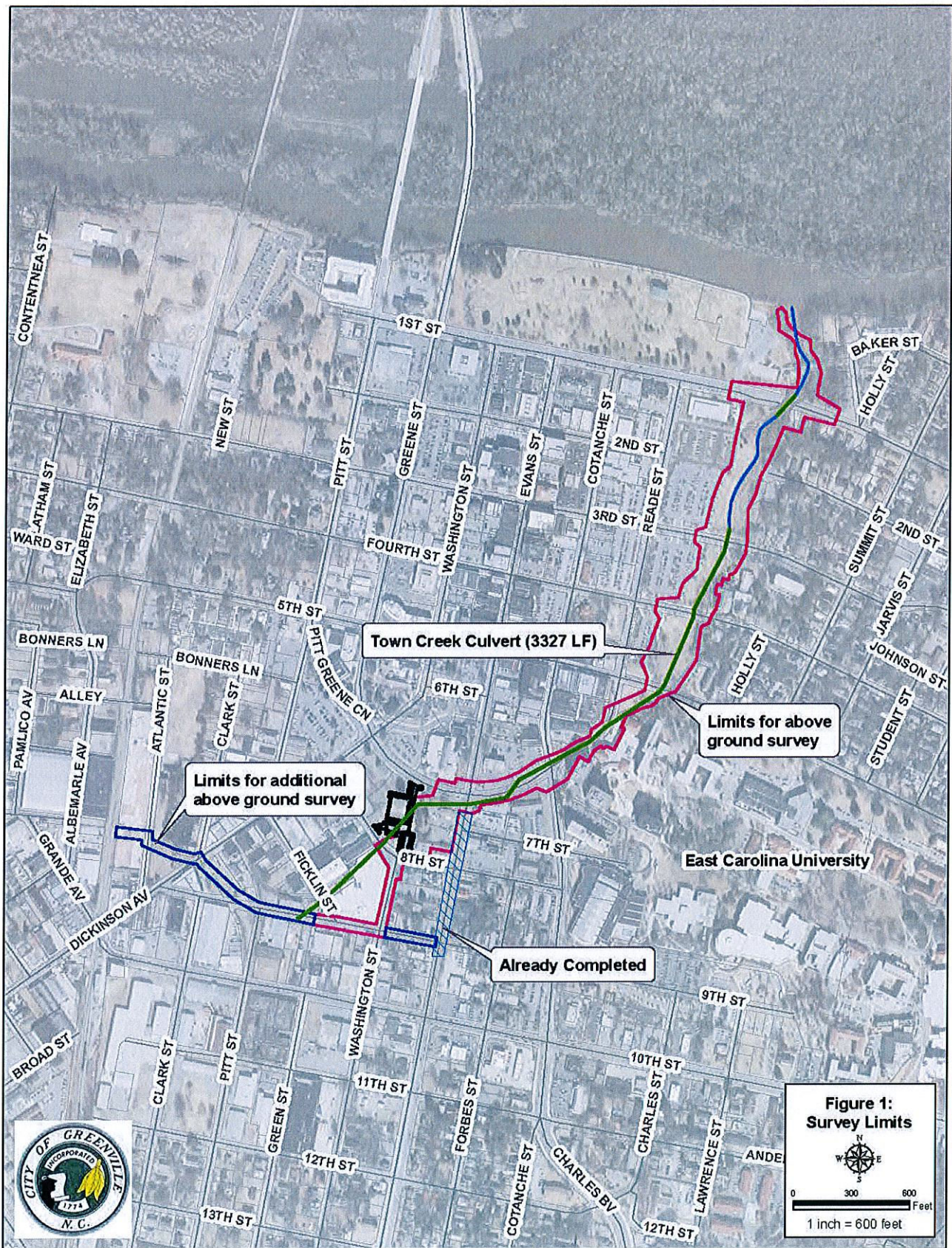
- Excavate up to twenty (20) test holes including providing traffic control flagging services required to ensure the safety of the Engineer and the public.
- Conduct appropriate records research and investigate site conditions.
- Obtain necessary permits from City, County or other municipal jurisdictions to allow Engineer to work in existing streets, roads and rights-of-way.
- The crews will designate (sweep) the utility in the area of the proposed conflict with appropriate surface geophysics and perform necessary surveying procedures to "set-up" test holes.

- Excavate test holes to expose the utility to be measured in such a manner that insures the safety of the excavation and the integrity of the utility to be measured. In performing such excavations, the Engineer will comply with applicable utility damage prevention laws and coordinate with utility inspectors, as required. Excavations will be performed using specially developed vacuum excavation equipment that is non-destructive to existing facilities. If contaminated soils are discovered during the excavation process, the Engineer will so notify the client.
- Investigate, evaluate, measure and record a) horizontal and vertical location of top and/or bottom of utility referenced to project datum, b) elevation of existing grade over utility at test hole referenced to project datum, c) outside diameter of utility and configuration of non-encased, multi-conduit systems. References to project datum will maintain vertical tolerances to +/- .05' based on benchmarks shown on the Engineer's deliverables and horizontal tolerances to applicable surveying standards.
- Furnish and install permanent markers directly above the centerline of utility structure, and in each excavated test hole record the elevation of the above ground marker.
- Excavations will be backfilled and compacted in lifts. When required, backfill around the exposed facility using screened or sifted select material. Compaction will be equivalent to conditions as required by permits obtained from City, County or other municipal jurisdictions to allow Engineer to work in existing streets, roads and rights-of-way.
- Provide permanent restoration of pavement within limits of original cut. When test holes are excavated in areas other than roadway pavement, these disturbed areas will be restored as nearly as reasonably possible to the condition that existed prior to excavation.
- Evaluate and compare field information with utility information described in utility records and resolve conflicts.
- Plot horizontal location and, if applicable, profile view of utility on project plans, profiles, and/or cross sections provided by the Owner.
- Final review and seal proprietary certification form by an appropriately registered staff professional, who is in responsible charge.
- Return and review certification forms, project plans and plotted locations with the Owner's staff members.
- A total of twenty (20) test holes for \$30,873.50 has been established as a not to exceed fee. Should fewer test holes be required, a revised not to exceed fee will be established and submitted for Owner approval prior to beginning work.

General Assumptions for ADDITIONAL UNSPECIFIED SERVICES:

Engineering services described in this Scope do not include certain categories of work, which are usually referred to as "Additional Unspecified Services." The Engineer will provide Additional Unspecified Services only upon receipt of written authorization from the Owner. To the extent possible, the Engineer will notify the Owner in advance if the need for Additional Unspecified Services is anticipated. Additional Unspecified Services include:

- Any services not listed above under "Scope of Services" or "Additional Specified Services"
- Other professional services related to the Project, but not specifically described in this Scope of Services, which are identified and authorized in writing by the Owner.



This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 27, 2013.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the

scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.

- E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
 - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 - 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
- J. Place and pay for advertisement for Bids in appropriate publications.
- K. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- L. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- M. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

- N. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- O. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Project.
- P. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- Q. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
- R. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- S. Perform or provide the following additional services: *[Here list any such additional services]*.

This is **EXHIBIT C**, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated September 27, 2013.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-1: Basic Services – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation for Study and Preliminary Design Services – Lump Sum Method of Payment.

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. A Lump Sum amount of \$ 596,494.24 based on the following estimated distribution of compensation:

SUMMARY			
GREENVILLE - TOWN CREEK CULVERT			
TASK ORDER #1 - STUDY AND PRELIMINARY DESIGN			27-Sep-13
Phase	Task	Description	LS Fee
1.0		Project Development	\$9,180.00
2.0		Data Compilation	
	1	Records Research	\$9,070.00
	2	Above Ground Survey	\$74,023.88
	3	Subsurface Utilities Evaluation	
		<i>Quality Level "C"</i>	\$21,990.00
	4	Tunnel Structural Inspection and Condition Assessment and CCTV	\$51,010.45
	5	Below Ground Culvert Survey	\$28,126.00
	6	Coordination of Utilities	\$9,949.37
	7	Geotechnical Investigation	\$12,500.00
3.0		Modeling Alternative Analysis and Findings	
	1	Modeling	\$63,581.74
	2	Summary of Findings Report	\$34,205.24
4.0		Ancillary Services	
	1	Environmental Services	\$10,393.89
	2	Public Presentations/Notices/Website/Outreach	\$40,738.69

	3	Funding Application Preparation	\$19,140.00
	4	Right of Way Evaluation/Acquisition	\$3,000.00
5.0		Administration	\$53,938.09
6.0		Reimbursables	\$12,036.90
		BASE SERVICES SUBTOTAL	\$452,884.24
		Additional Specified Services for Additional Survey	\$15,070.00
		Additional Specified Services for Subsurface Utilities Evaluation (Quality Level "B")	\$16,971.50
		Additional Specified Services for Environmental Screening for Groundwater and/or Soil Contamination - Base Alignment (up to 25 properties)	\$30,875.00
		Additional Specified Services for Environmental Screening - additional survey area only (up to 12 properties)	\$14,820.00
		Additional Specified Services for Title Searches (up to 25 properties)	\$10,000.00
		Additional Specified Services for Subsurface Utilities Evaluation (Quality Level "A")	\$30,873.50
		Additional Unspecified Services	\$25,000.00
		ADDITIONAL SERVICES TOTAL	\$143,610.00
		GRAND TOTAL	\$596,494.24

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
3. The Lump Sum amount includes compensation for Engineer's services and services of Engineer's Consultants. The Lump Sum amount accounts for labor, overhead, profit, and Reimbursable Expenses.
4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.
5. Period of Service: The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service that begins upon receipt of signed contract and will end when the Preliminary Design is completed. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

This is **EXHIBIT G**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 27, 2013.

Insurance

Paragraph 6.04 of the Agreement is supplemented to include the following agreement of the parties.

G6.04 *Insurance*

A. The limits of liability for the insurance required by Paragraph 6.04.A and ~~6.04.B~~ of the Agreement are as follows:

1. By Engineer:

- | | |
|--|---------------------|
| a. Workers' Compensation: | Statutory |
| b. Employer's Liability -- | |
| 1) Each Accident: | \$ _____ |
| 2) Disease, Policy Limit: | \$ _____ |
| 3) Disease, Each Employee: | \$ _____ |
| c. General Liability -- | |
| 1) Each Occurrence (Bodily Injury and Property Damage): | \$ <u>1,000,000</u> |
| 2) General Aggregate: | \$ <u>2,000,000</u> |
| d. Excess or Umbrella Liability -- | |
| 1) Each Occurrence: | \$ <u>5,000,000</u> |
| 2) General Aggregate: | \$ <u>5,000,000</u> |
| e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage): | |
| Each Accident | \$ <u>1,000,000</u> |
| f. Professional Liability -- | |
| 1) Each Claim Made | \$ <u>1,000,000</u> |
| 2) Annual Aggregate | \$ <u>1,000,000</u> |

g. Other (specify): \$ _____

2. By Owner:

a. ~~Workers' Compensation:~~ Statutory

b. ~~Employer's Liability --~~

- 1) ~~Each Accident~~ \$ _____
- 2) ~~Disease, Policy Limit~~ \$ _____
- 3) ~~Disease, Each Employee~~ \$ _____

c. ~~General Liability --~~

- 1) ~~General Aggregate:~~ \$ _____
- 2) ~~Each Occurrence (Bodily Injury and Property Damage):~~ \$ _____

d. ~~Excess Umbrella Liability --~~

- 1) ~~Each Occurrence:~~ \$ _____
- 2) ~~General Aggregate:~~ \$ _____

e. ~~Automobile Liability—Combined Single Limit (Bodily Injury and Property Damage):~~

Each Accident: \$ _____

f. ~~Other (specify):~~ \$ _____

B. *Additional Insureds:*

1. The following persons or entities are to be listed on Owner's general liability policies of insurance as additional insureds, and on any applicable property insurance policy as loss payees, as provided in Paragraph 6.04.B:

a. Scott W
Engineer

b. _____
Engineer's Consultant

c. _____
Engineer's Consultant

2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability and property policies of insurance.
3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.04.A.



City of Greenville, North Carolina

Meeting Date: 10/7/2013
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 adjustment refunds of the following taxes:

<u>Payee</u>	<u>Description</u>	<u>Amount</u>
Rodney A. Williford	Refund of City Taxes Paid	\$328.29
Mary Wesley Harvey	Refund of City Taxes Paid	\$152.13
Tiffany C. Frank	Refund of City Taxes Paid	\$116.02
Enrique Reyes	Refund of City Taxes Paid	\$146.10
Michael C. Smith	Refund of City Taxes Paid	\$130.86
Misty Kathleen Mills	Refund of City Taxes Paid	\$124.96

Fiscal Note: The total to be refunded is \$ 998.36.

Recommendation: Approval of tax refunds by City Council

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City of Greenville, North Carolina

Meeting Date: 10/7/2013
Time: 6:00 PM

Title of Item: Budget ordinance amendment #3 to the 2013-2014 City of Greenville budget (Ordinance #13-026), amendment to the Special Revenue Grant Fund (Ordinance #11-003), and a budget ordinance to establish the Town Creek Culvert Capital Project Fund

Explanation: **Abstract:** The budget amendment is for City Council to review and approve proposed changes to the adopted 2013-2014 budget and the Special Revenue Grant fund, and to establish the Town Creek Culvert Capital Project Fund.

1) Explanation: Attached is an amendment to the 2013-2014 budget ordinance for consideration at the October 7, 2013, City Council meeting. 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 donated by W.W. Grainger to be spent in local communities in order to support Community Policing Through Environmental Design (CPTED). (Total - \$5,000).

B To appropriate Federal Forfeiture funds to purchase tasers for the Police Department (Total - \$42,240).

C To appropriate Federal Forfeiture funds to purchase a Jedburgh Target System (JTS) for the Police Department. This system was approved at the September 9, 2013, City Council meeting (Total - \$45,300).

D To allocate Federal Forfeiture funds to contract with the University of North Carolina at Greensboro (UNC-G) to assist with setting up a focused deterrence program (Total - \$25,000).

E To appropriate funds granted to the City by NCDOT for the operating architecture upgrade of the City's current traffic signal system. The grant is to cover 75% of the total cost of the project, \$279,827. The City is responsible for 25%, or \$69,955, which has already been included in the budget (Total -

\$209,866).

F To reallocate from Public Works to Community Development the budgeted funds for the Inspection Division's wireless fees. All other costs were transferred as part of the September budget amendment (Total - \$4,968).

G To appropriate funds needed for the first year of the new Sanitation plan to purchase recycle roll-out carts within the city. The first year costs will be offset by the grant received for recycling in the amount of \$75,000. Total first-year purchase costs are \$311,700. The difference is estimated to come from Sanitation fees (Total - \$311,700).

H To appropriate funds to be received from the Department of Justice for the 2013 Justice Assistance Grant (JAG). Funds will assist the Police Department with the purchase of the Touch Ultimate Software, which allows for the retrieval and analysis of data from cell phones and GPS systems (Total - \$64,811).

2) Attached is the budget ordinance to establish the Town Creek Culvert Capital Project Fund. The Town Creek Culvert drains approximately 400 acres in the uptown area. As a result of the 10th Street Connector, the City will use these funds to analyze the current condition and capacity of the Town Creek Culvert and ultimately invest in rehabilitation, a new system, or a combination of both. Currently, the City is underway to complete a design phase. The City is currently discussing the option of revenue bonds to fund the construction phases of the project (Total - \$9,262,500). The City has also applied for a loan which has a grant component which could assist in reducing the actual expenditures needed for this project.

Fiscal Note:

The budget ordinance amendment affects the following funds: increase the General Fund by \$327,406; increase Sanitation Fund by \$311,700; increase the Special Revenue Grant Fund by \$64,811; and establish the Town Creek Culvert Capital Project Fund of \$9,262,500:

<u>Fund Name</u>	<u>Original /Amended Budget</u>	<u>Proposed Amendment</u>	<u>Amended Budget 10/7/2013</u>
General	\$ 86,505,388	\$ 327,406	\$ 86,832,794
Sanitation	\$ 7,664,636	\$ 311,700	\$ 7,976,336
Special Revenue Grant	\$ 659,037	\$ 64,811	\$ 723,848
Town Creek Culvert Capital Project	\$ -	\$ 9,262,500	\$ 9,262,500

Recommendation: Approve budget ordinance amendment #3 to the 2013-2014 City of Greenville budget (Ordinance #13-026), amendment to the Special Revenue Grant Fund (Ordinance #11-003), and the budget ordinance to establish the Town Creek Culvert Capital Project Fund

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[Budget Amendment FY 2013 2014 958470](#)

[Town Creek Culvert Capital Project Fund 963825](#)

ORDINANCE NO. 13-
CITY OF GREENVILLE, NORTH CAROLINA
Ordinance (#3) Amending the 2013-2014 Budget (Ordinance No. 13-026) and amendment to the
Special Revenue Grant Fund (Ordinance No. 11-003)

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

Section I: Estimated Revenues and Appropriations. **General Fund**, of Ordinance 13-026, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	ORIGINAL 2013-2014 BUDGET		#3 Amended 10/07/13		Total Amendments		Amended 2013-2014 Budget
ESTIMATED REVENUES							
Property Tax	\$ 30,725,377		\$ -		\$ -		\$ 30,725,377
Sales Tax	14,910,654		-		-		14,910,654
Video Prog. & Telecom. Service Tax	988,360		-		-		988,360
Rental Vehicle Gross Receipts	124,554		-		-		124,554
Utilities Franchise Tax	5,650,969		-		-		5,650,969
Motor Vehicle Tax	947,925		-		-		947,925
Other Unrestricted Intergov't Revenue	773,961		-		-		773,961
Powell Bill	2,190,005		-		-		2,190,005
Restricted Intergov't Revenues	906,300	A,B,C,D,E	327,406		384,367		1,290,667
Privilege License	635,694		-		-		635,694
Other Licenses, Permits and Fees	4,441,905		-		-		4,441,905
Rescue Service Transport	3,109,570		-		-		3,109,570
Parking Violation Penalties, Leases, & Meters	320,760		-		-		320,760
Other Sales & Services	594,405		-		27,803		622,208
Other Revenues	368,049		-		-		368,049
Interest on Investments	1,416,062		-		-		1,416,062
Transfers In GUC	6,482,380		-		-		6,482,380
Other Financing Sources	2,083,920		-		-		2,083,920
Appropriated Fund Balance	9,466,137		-		283,637		9,749,774
TOTAL REVENUES	\$ 86,136,987		\$ 327,406		\$ 695,807		\$ 86,832,794
APPROPRIATIONS							
Mayor/City Council	\$ 388,957		\$ -		\$ -		\$ 388,957
City Manager	1,307,015		-		-		1,307,015
City Clerk	273,769		-		-		273,769
City Attorney	453,843		-		-		453,843
Human Resources	2,632,937		-		-		2,632,937
Information Technology	3,089,753		-		-		3,089,753
Fire/Rescue	13,465,164		-		21,404		13,486,568
Financial Services	2,388,772		-		1,880		2,390,652
Recreation & Parks	7,532,229		-		140,051		7,672,280
Police	23,120,136	A,B,C,D	117,540		189,977		23,310,113
Public Works	10,196,796	E,F	124,853		(695,687)		9,501,109
Community Development	1,917,798	F	4,968		827,241		2,745,039
OPEB	350,000		-		-		350,000
Contingency	200,000	E	80,045		100,045		300,045
Indirect Cost Reimbursement	(1,014,572)		-		-		(1,014,572)
Capital Improvements	6,550,990		-		377,000		6,927,990
Total Appropriations	\$ 72,853,587		\$ 327,406		\$ 961,911		\$ 73,815,498
OTHER FINANCING SOURCES							
Debt Service	\$ 3,995,586		\$ -		\$ -		\$ 3,995,586
Transfers to Other Funds	9,287,814		-		(266,104)		9,021,710
	\$ 13,283,400		\$ -		\$ (266,104)		\$ 13,017,296
TOTAL APPROPRIATIONS	\$ 86,136,987		\$ 327,406		\$ 695,807		\$ 86,832,794

Section II: Estimated Revenues and Appropriations. **Sanitation Fund**, of Ordinance 13-026, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	ORIGINAL 2013-2014 BUDGET		Amended 10/07/13	Total Amendments	Amended 2013-2014 Budget
ESTIMATED REVENUES					
Refuse Fees	\$ 6,911,561	G	\$ 236,700	\$ 236,700	\$ 7,148,261
Extra Pickup	5,307		-	-	5,307
Recycling Revenue	13,748	G	75,000	80,000	93,748
Cart and Dumpster	155,000		-	-	155,000
Solid Waste Tax	56,997		-	-	56,997
Transfer from General Fund	252,597		-	-	252,597
Appropriated Fund Balance	264,426		-	-	264,426
TOTAL REVENUES	\$ 7,659,636		\$ 311,700	\$ 316,700	\$ 7,976,336
APPROPRIATIONS					
Sanitation Fund	\$ 7,659,636	G	\$ 311,700	\$ 316,700	\$ 7,976,336
Total Expenditures	\$ 7,659,636		\$ 311,700	\$ 316,700	\$ 7,976,336
TOTAL APPROPRIATIONS	\$ 7,659,636		\$ 311,700	\$ 316,700	\$ 7,976,336

Section III: 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 10/07/13	Total Amendments	Amended 2012-2013 Budget
ESTIMATED REVENUES					
Special Fed/State/Loc Grant	\$ 1,074,160	H	\$ 64,811	\$ 64,811	\$ 1,138,971
Transfer from General Fund	79,286		-	-	79,286
TOTAL REVENUES	\$ 1,153,446		\$ 64,811	\$ 64,811	\$ 1,218,257
APPROPRIATIONS					
Personnel	\$ 99,387		\$ -	\$ -	\$ 99,387
Operating	786,602	H	54,811	54,811	841,413
Capital Outlay	267,457	H	10,000	10,000	277,457
Total Expenditures	\$ 1,153,446		\$ 64,811	\$ 64,811	\$ 1,218,257
TOTAL APPROPRIATIONS	\$ 1,153,446		\$ 64,811	\$ 64,811	\$ 1,218,257

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

Adopted this 7th day of October, 2013.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

ORDINANCE NO. 13-____
ORDINANCE ESTABLISHING THE TOWN CREEK CULVERT
CAPITAL PROJECT FUND

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

Section I: Estimated Revenues. It is estimated that the following revenues will be available for the Town Creek Culvert Capital Project Fund:

	ORIGINAL 2013-2014 BUDGET
<u>ESTIMATED REVENUES</u>	
Transfer from Stormwater Utility Fund	\$ 1,000,000
Bond Proceeds	8,262,500
TOTAL REVENUES	<u>\$ 9,262,500</u>

Section II: Appropriations. The following amounts are hereby appropriated for the Town Creek Culvert Capital Project Fund:

<u>APPROPRIATIONS</u>	
Design	\$ 1,000,000
Construction	7,250,000
Contingency	1,012,500
TOTAL APPROPRIATIONS	<u>\$ 9,262,500</u>

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

Section IV: This ordinance will become effective upon its adoption.

Adopted this 7th day of October, 2013.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk



City of Greenville, North Carolina

Meeting Date: 10/7/2013
Time: 6:00 PM

Title of Item: Presentations by Boards and Commissions

- a. Greenville Bicycle and Pedestrian Commission
- b. Investment Advisory Committee

Explanation: The Greenville Bicycle and Pedestrian Commission and the Investment Advisory Committee will make their annual presentations to City Council at the October 7, 2013, City Council meeting.

Fiscal Note: N/A

Recommendation: Hear the presentations from the Greenville Bicycle and Pedestrian Commission and the Investment Advisory Committee.

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City of Greenville, North Carolina

Meeting Date: 10/7/2013
Time: 6:00 PM

Title of Item: Financial audit for the fiscal year ended June 30, 2013

Explanation: **Abstract:** City staff and Martin Starnes & Associates, CPA, P.A. will present the audit results for the City of Greenville as of June 30, 2013, which entails receipt of an unmodified opinion.

Explanation: The City's independent auditor, Martin Starnes & Associates, will present the firm's unmodified opinion on the financial statements for the fiscal year ended June 30, 2013. The attached statements are for the governmental funds and the City-managed business-type activities. Additionally, the Financial Services Director will present the financial position of the City for fiscal year 2012-2013 along with other comparative financial information.

On September 18, 2013, the City's Audit Committee received a draft of the Governmental fund financial statements (highlighting the General Fund's results) for the fiscal year ending June 30, 2013. The auditor's opinion also disclosed no material internal control weaknesses or material violations of laws and regulations relative to the City's major federal programs. Additionally, the auditors will discuss the changes in accounting principal, Governmental Accounting Standards Board (GASB) #63 and #65.

The final phase of the annual audit cycle includes submission of financial statements to the Local Government Commission (LGC) for review. That process must be completed by October 31, 2013. Following LGC review and final revisions, the Comprehensive Annual Financial Report (CAFR) will be finalized and submitted to the Mayor and City Council Members.

Fiscal Note: Detailed fiscal information is contained in the audit report.

Recommendation: Accept the audit report as presented by Martin Starnes & Associates and receive the information on the results of operations for the fiscal year ended June 30,

2013, presented by the Financial Services Director.

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 [Final_Financial_Statements_FY2013_as_of_9_13_13_963983](#)

CITY OF GREENVILLE, NORTH CAROLINA

BALANCE SHEET - GOVERNMENTAL FUNDS
JUNE 30, 2013

	<u>General</u>	<u>Nonmajor Governmental Funds</u>	<u>Total Governmental Funds</u>
Assets:			
Cash and cash equivalents	\$ 26,766,190	\$ 9,454,519	\$ 36,220,709
Taxes receivable, net	978,423	-	978,423
Accounts receivable, net	2,904,479	1,051,178	3,955,657
Interest receivable	-	1,362	1,362
Due from other funds	1,773,551	-	1,773,551
Due from other governments	2,939,309	144,836	3,084,145
Inventories	27,844	-	27,844
Prepaid items	47,716	49,470	97,186
Restricted cash and investments	3,188,229	1,817,167	5,005,396
Total assets	<u>\$ 38,625,741</u>	<u>\$ 12,518,532</u>	<u>\$ 51,144,273</u>
Liabilities:			
Accounts payable and accrued liabilities	\$ 3,203,462	\$ 1,074,529	\$ 4,277,991
Due to other funds	196,474	1,169,361	1,365,835
Advances from grantors	-	270,782	270,782
Prepaid business licenses	178,664	-	178,664
Other liabilities	969,078	-	969,078
Total liabilities	<u>4,547,678</u>	<u>2,514,672</u>	<u>7,062,350</u>
Deferred Inflows of Resources:			
Property taxes receivable	\$ 978,423	\$ -	\$ 978,423
Prepaid property taxes	159,321	-	159,321
Loans receivable	-	685,324	685,324
Other receivables	1,873,110	-	1,873,110
Total deferred Inflows of resources:	<u>3,010,854</u>	<u>685,324</u>	<u>3,696,178</u>
Fund Balances			
Nonspendable			
Prepaid items and inventories	75,560	49,470	125,030
Restricted :			
Stabilization by State Statute	7,077,621	512,052	7,589,673
Restricted for general government	-	488,636	488,636
Restricted for streets	2,629,260	-	2,629,260
Restricted public safety	559,970	-	559,970
Restricted for economic development	-	1,057,749	1,057,749
Restricted for culture and recreation	-	101,259	101,259
Committed			
Committed for catastrophic losses	2,276,781	-	2,276,781
Committed for culture and recreation	-	706,312	706,312
Committed for public safety	-	296,130	296,130
Committed for economic development	-	3,781,567	3,781,567
Committed for capital outlays	-	2,019,768	2,019,768
Committed for debt service	-	942,821	942,821
Assigned			
Assigned for subsequent years expenditures	7,047,025	83,847	7,130,872
Assigned for culture and recreation	-	460,429	460,429
Unassigned	<u>11,400,992</u>	<u>(1,181,504)</u>	<u>10,219,488</u>

The notes to the financial statements are an integral part of this statement.

CITY OF GREENVILLE, NORTH CAROLINA

BALANCE SHEET - GOVERNMENTAL FUNDS
JUNE 30, 2013

	<u>General</u>	<u>Nonmajor Governmental Funds</u>	<u>Total Governmental Funds</u>
Total fund balance	31,067,209	9,318,536	40,385,745
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 38,625,741</u>	<u>\$ 12,518,532</u>	<u>\$ 51,144,273</u>
 Amounts reported for governmental activities in the Statement of Net Position are different because:			
Capital assets used in governmental activities are not financial and, therefore, are not reported in the funds.			135,291,537
Liabilities for earned revenues considered deferred inflows of resources in fund statements.			3,410,657
Internal service funds are used by management to charge the costs of dental insurance costs to individual funds. The assets and liabilities of the internal service funds are included in governmental activities in the statement of net position.			17,181,113
Long-term liabilities, compensated absences, unfunded other postemployment benefits, and unfunded pension obligation are not due and payable in the current period and therefore, are not reported in the funds.			<u>(50,348,189)</u>
Net position of governmental activities			<u>\$ 197,065,136</u>

The notes to the financial statements are an integral part of this statement.

CITY OF GREENVILLE, NORTH CAROLINA

BALANCE SHEET - GOVERNMENTAL FUNDS
JUNE 30, 2013

	General	Nonmajor Governmental Funds	Total Governmental Funds
Total fund balance	31,067,209	9,318,536	40,385,745
Total liabilities, deferred inflows of resources and fund balances	\$ 38,625,741	\$ 12,518,532	\$ 51,144,273
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Internal service funds are used by management to charge the costs of dental insurance costs to individual funds. The assets and liabilities of the internal service funds are included in governmental activities in the statement of net position.			17,181,113
Long-term liabilities, compensated absences, unfunded other postemployment benefits, and unfunded pension obligation are not due and payable in the current period and therefore, are not reported in the funds.			(50,348,189)
Net position of governmental activities			\$ 197,065,136

The notes to the financial statements are an integral part of this statement.

CITY OF GREENVILLE, NORTH CAROLINA

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE YEAR ENDED JUNE 30, 2013

	General	Nonmajor Governmental Funds	Total Governmental Funds
Revenues:			
Ad valorem taxes	\$ 30,275,886	\$ -	\$ 30,275,886
Other taxes	15,710,307	809,044	16,519,351
Unrestricted intergovernmental	5,876,643	-	5,876,643
Restricted intergovernmental	3,561,410	4,416,947	7,978,357
Licenses, permits and fees	2,456,928	-	2,456,928
Sales and services	5,484,350	-	5,484,350
Investment earnings	62,362	6,988	69,350
Other revenues	795,594	519,800	1,315,394
Total revenues	<u>64,223,480</u>	<u>5,752,779</u>	<u>69,976,259</u>
Expenditures:			
Current:			
General government	9,134,933	2,102,736	11,237,669
Public safety	34,745,321	1,331,622	36,076,943
Public works	8,360,722	-	8,360,722
Cultural and recreational	1,633,906	2,487,441	4,121,347
Economic and physical development	7,111,553	4,518,607	11,630,160
Capital outlay	3,785,652	-	3,785,652
Reimbursement of indirect cost	(1,014,572)	-	(1,014,572)
Contribution to OPEB Trust	300,000	-	300,000
Debt Service:			
Principal retirement	-	12,613,973	12,613,973
Interest and fees	-	2,010,321	2,010,321
Total expenditures	<u>64,057,515</u>	<u>25,064,700</u>	<u>89,122,215</u>
Revenues over (under) expenditures	<u>165,965</u>	<u>(19,311,921)</u>	<u>(19,145,956)</u>
Other Financing Sources (Uses):			
Payments to escrow agents	-	(9,750,000)	(9,750,000)
Transfers from other funds	5,908,396	6,218,148	12,126,544
Transfers to other funds	(7,349,834)	(416,029)	(7,765,863)
Long term debt issued	-	2,591,372	2,591,372
Refunding debt issued	-	19,950,000	19,950,000
Total other financing sources (uses)	<u>(1,441,438)</u>	<u>18,593,491</u>	<u>17,152,053</u>
Net change in fund balance	(1,275,473)	(718,430)	(1,993,903)
Fund balance:			
Fund balance, beginning of year - July 1	31,964,967	10,036,966	42,001,933
Prior period adjustment	377,715	-	377,715
Fund balance, beginning of year- as restated	<u>32,342,682</u>	<u>10,036,966</u>	<u>42,379,648</u>
Fund balance, end of year - June 30	<u>\$ 31,067,209</u>	<u>\$ 9,318,536</u>	<u>\$ 40,385,745</u>

The notes to the financial statements are an integral part of this statement.

CITY OF GREENVILLE, NORTH CAROLINA

**RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN
FUND BALANCES - GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2013**

Net change in fund balances - total governmental funds	\$ (1,993,903)
Capital outlays are reported as expenditures in the governmental fund statement. However, in the Statement of Activities, capital outlay is not an expense, rather it is an increase in capital assets.	8,638,242
Depreciation expense allocates the costs of capital assets over their useful lives. It is not reported as an expenditure in the governmental funds statement.	(6,121,597)
There are differences in the revenues in the Statement of Activities and revenues in the funds for:	
Property tax	(254,229)
Sales and services and other revenues	91,666
Expenses related to other postemployment benefits, compensated absences and law enforcement officer's separation allowance that do not require current financial resources are not reported as expenditures in the governmental fund statement.	(2,262,581)
Proceeds from issuance of long-term debt are reported as revenues in the governmental fund statement. However, in the statement of activities, it is not a revenue, rather it is an increase in liabilities.	(12,013,516)
Changes in accrued interest expense	-
Principal repayments on long-term debt are reported as expenditures in the governmental funds statement. However, in the Statement of Activities, these transactions are not an expense, rather they are a decrease in liabilities.	12,613,973
Gain (loss) on disposal of capital assets is reported in the Statement of Activities but not the funds statement.	(189,012)
Contributed capital from other funds is reported in the Statement of Activities but not the fund statements.	5,783,543
The internal service fund is used by management to charge the costs of dental insurance costs. The net revenue of the internal service fund is determined to be governmental-type.	<u>2,798,735</u>
Change in net assets of governmental activities	<u>\$ 7,091,321</u>

The notes to the financial statements are an integral part of this statement.

CITY OF GREENVILLE, NORTH CAROLINA

**GENERAL FUND - BUDGET AND ACTUAL
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
FOR THE YEAR ENDED JUNE 30, 2013**

	General Fund			
	Budget		Actual Amounts	Variance Over/Under
	Original	Final		
Revenues:				
Ad valorem taxes	\$ 30,192,968	\$ 30,192,968	\$ 30,275,886	\$ 82,918
Other taxes	15,704,760	15,704,760	15,710,307	5,547
Unrestricted intergovernmental	5,910,166	5,910,166	5,876,643	(33,523)
Restricted intergovernmental	3,318,977	3,982,457	3,561,410	(421,047)
Licenses, permits and fees	2,679,825	2,679,825	2,456,928	(222,897)
Sales and services	5,359,671	5,366,062	5,484,350	118,288
Investment earnings	1,768,922	1,768,922	62,362	(1,706,560)
Other revenues	1,368,319	1,368,319	795,594	(572,725)
Total revenues	<u>66,303,608</u>	<u>66,973,479</u>	<u>64,223,480</u>	<u>(2,749,999)</u>
Expenditures:				
Current:				
General government	9,900,100	10,270,665	9,134,933	1,135,732
Public safety	35,881,308	36,042,185	34,745,321	1,296,864
Public works	9,664,128	9,866,825	8,360,722	1,506,103
Economic development	1,698,394	1,808,855	1,633,906	174,949
Cultural and recreational	7,244,788	7,361,861	7,111,553	250,308
Capital outlay	5,262,203	6,588,403	3,785,652	2,802,751
Reimbursement of indirect cost	(1,014,572)	(1,014,572)	(1,014,572)	-
Contribution to OPEB Trust	300,000	300,000	300,000	-
Total expenditures	<u>68,936,349</u>	<u>71,224,222</u>	<u>64,057,515</u>	<u>7,166,707</u>
Revenues over (under) expenditures	<u>(2,632,741)</u>	<u>(4,250,743)</u>	<u>165,965</u>	<u>4,416,708</u>
Other Financing Sources (Uses):				
Transfers from other funds	6,018,195	6,399,427	5,908,396	(491,031)
Transfers to other funds	(5,693,381)	(7,218,335)	(7,349,834)	(131,499)
Long-term debt issued	-	-	-	-
Contingency	(181,871)	(257,819)	-	257,819
Appropriated fund balance	2,489,798	5,327,470	-	(5,327,470)
Total other financing sources (uses)	<u>2,632,741</u>	<u>4,250,743</u>	<u>(1,441,438)</u>	<u>(5,692,181)</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ -</u>	<u>(1,275,473)</u>	<u>\$ (1,275,473)</u>
Fund Balance:				
Fund balance, beginning of year - July 1			31,964,967	
Prior period adjustment			<u>377,715</u>	
Fund balance, beginning of year- as restated			<u>32,342,682</u>	
Fund balance, end of year - June 30			<u>\$ 31,067,209</u>	

The notes to the financial statements are an integral part of this statement.

CITY OF GREENVILLE, NORTH CAROLINA

STATEMENT OF FUND NET POSITION
PROPRIETARY FUNDS
JUNE 30, 2013

	Nonmajor Enterprise Funds	Total Enterprise Funds	Internal Service Funds
Assets:			
Current Assets:			
Cash and cash equivalents	\$ 3,467,387	\$ 61,194,875	\$ 9,609,393
Accounts receivable, net	981,456	26,238,014	129,391
Notes receivable, net			
Due from other governments	28,053	1,595,655	367,088
Due from other funds	222,317	355,398	-
Inventories	-	5,286,891	-
Prepaid items	350	34,264	150,960
Total current assets	<u>4,699,563</u>	<u>94,705,097</u>	<u>10,256,832</u>
Noncurrent Assets:			
Cash and cash equivalents, restricted	-	18,492,700	-
Land improvements and construction in progress	7,279,153	31,709,033	-
Other capital assets, net	1,468,163	307,751,909	9,452,698
Total noncurrent assets	<u>8,747,316</u>	<u>357,953,642</u>	<u>9,452,698</u>
Total assets	<u>13,446,879</u>	<u>452,658,739</u>	<u>19,709,530</u>
Liabilities:			
Current Liabilities:			
Accounts payable and accrued	315,751	19,040,285	1,982,942
Accrued interest payable	-	1,244,248	-
Due to other governments	-	1,525,476	-
Due to other funds	-	875,227	545,475
Deferred revenue	-	947,369	-
Current portion of compensated absences	169,541	1,572,019	-
Current maturities of long-term debt	196,539	8,792,352	-
Liabilities payable from restricted assets:			
Customer deposits	-	2,914,474	-
Total current liabilities	<u>681,831</u>	<u>36,911,450</u>	<u>2,528,417</u>
Noncurrent Liabilities:			
Compensated absences payable	72,662	407,916	-
Noncurrent portion of other postemployment benefits	1,933,281	6,842,738	-
Noncurrent portion of long-term debt	4,207,523	112,775,196	-
Total noncurrent liabilities	<u>6,213,466</u>	<u>120,333,271</u>	<u>-</u>
Total liabilities	<u>6,895,297</u>	<u>157,244,721</u>	<u>2,528,417</u>
Net Position:			
Net investment in capital assets	4,343,254	236,232,889	9,452,698
Unrestricted	2,208,328	59,181,129	7,728,415
Total net position	<u>\$ 6,551,582</u>	<u>\$ 295,414,018</u>	<u>\$ 17,181,113</u>

The notes to the financial statements are an integral part of this statement.

**STATEMENT OF REVENUES, EXPENSES, AND CHANGE IN FUND NET POSITION
 PROPRIETARY FUNDS
 FOR THE YEAR ENDED JUNE 30, 2013**

	Nonmajor Enterprise Funds	Total Enterprise Funds	Internal Service Funds
Operating Revenues:			
Charges for services	\$ 9,914,117	\$ 267,709,371	\$ 18,459,393
Other operating revenues	<u>192,194</u>	<u>909,978</u>	<u>533,295</u>
Total operating revenues	<u>10,106,311</u>	<u>268,619,349</u>	<u>18,992,688</u>
Operating Expenses:			
Administrative and general	40,288	13,506,684	551,792
Operations and maintenance	11,538,824	43,966,763	4,164,387
Purchased power and gas	-	185,203,575	-
Depreciation and amortization	448,825	15,773,172	695,554
Claims and payments to third party administrators	<u>-</u>	<u>-</u>	<u>11,250,124</u>
Total operating expenses	<u>12,027,937</u>	<u>258,450,194</u>	<u>16,661,857</u>
Operating income (loss)	<u>(1,921,626)</u>	<u>10,169,155</u>	<u>2,330,831</u>
Non-Operating Revenues (Expenses):			
Investment earnings	1,143	1,426,669	-
Restricted intergovernmental revenues	-	-	-
Other revenue	-	1,432,735	-
Interest expense	(167,002)	(4,337,336)	-
Loss on disposal of capital assets	<u>-</u>	<u>-</u>	<u>-</u>
Total non-operating revenue (expenses)	<u>(165,859)</u>	<u>(1,477,932)</u>	<u>-</u>
Income (loss) before transfers and contributions	<u>(2,087,485)</u>	<u>8,691,223</u>	<u>2,330,831</u>
Transfers In (Out) and Capital Contributions:			
Capital Contributions	2,102,738	6,564,586	-
Transfers from other funds	1,009,811	1,009,811	642,904
Transfers to other funds	<u>(183,898)</u>	<u>(5,470,265)</u>	<u>(175,000)</u>
Total transfers in (out) and capital contributions:	<u>2,928,651</u>	<u>2,104,132</u>	<u>467,904</u>
Change in net position	841,166	10,795,355	2,798,735
Net Position:			
Beginning of year , July 1st	5,710,416	284,618,663	14,810,172
Prior period adjustment	<u>-</u>	<u>-</u>	<u>(427,794)</u>
Beginning of year - restated	<u>5,710,416</u>	<u>284,618,663</u>	<u>14,382,378</u>
End of year , June 30th	<u>\$ 6,551,582</u>	<u>\$ 295,414,018</u>	<u>\$ 17,181,113</u>

The notes to the financial statements are an integral part of this statement.

CITY OF GREENVILLE, NORTH CAROLINA

**STATEMENT OF FIDUCIARY NET POSITION
FIDUCIARY FUNDS
FOR THE YEAR ENDED JUNE 30, 2013**

	OPEB Trust Fund
Assets	
Restricted cash and cash equivalents	<u>\$ 1,703,533</u>
Total assets	<u>\$ 1,703,533</u>
Net position	
Assets held in trust for OPEB benefits	<u>\$ 1,703,533</u>

The notes to the financial statements are an integral part of this statement.

CITY OF GREENVILLE, NORTH CAROLINA

STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
 FIDUCIARY FUNDS
 FOR THE YEAR ENDED JUNE 30, 2013

	<u>OPEB Trust Fund</u>
Additions:	
Employer contributions	\$ 1,163,577
Investment income:	
Net appreciation (depreciation) in fair value of investments	<u>172,934</u>
Total additions	<u>1,336,511</u>
Deductions:	
Benefits	1,324,770
Administrative expense	<u>3,065</u>
Total deductions	<u>1,327,835</u>
Change in net position	<u>8,676</u>
Net position, beginning	<u>1,694,857</u>
Net position, ending	<u>\$ 1,703,533</u>

CITY OF GREENVILLE, NORTH CAROLINA

GENERAL FUND
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL
FOR THE YEAR ENDED JUNE 30, 2013

	2013		Variance Over/Under
	Budget	Actual	
Revenues:			
Ad Valorem Taxes:			
Current year operations		\$ 30,064,980	
Prior year		571,813	
Interest and penalties		184,568	
Tax discounts		(404,962)	
Tax refunds		(140,513)	
Total Ad Valorem Taxes	<u>\$ 30,192,968</u>	<u>30,275,886</u>	<u>\$ 82,918</u>
Other Taxes:			
Local options sales tax		5,789,231	
Cable TV franchise tax		919,187	
One-half percent sales tax		6,103,784	
Medicaid Hold Harmless payment		2,779,426	
Rental vehicle - gross receipts		118,679	
Total Other Taxes	<u>15,704,760</u>	<u>15,710,307</u>	<u>5,547</u>
Unrestricted Intergovernmental:			
Other unrestricted revenues		92,095	
Utilities franchise tax		5,441,125	
Beer and wine tax		343,423	
Total Unrestricted Intergovernmental	<u>5,910,166</u>	<u>5,876,643</u>	<u>(33,523)</u>
Restricted Intergovernmental:			
NC DOT traffic control lights		338,656	
Housing Authority Drug Grant		111,088	
Special Federal, State and Local Grants		156,081	
Section 104F Planning Grant		173,862	
Law enforcement block grant		14,939	
Other restricted intergovernmental revenue		247,298	
File and rescue SAFER grant		155,288	
Powell Bill - State allocation payment		2,364,198	
Total Restricted Intergovernmental	<u>3,982,457</u>	<u>3,561,410</u>	<u>(421,047)</u>
Licenses, Permits and Fees:			
Privilege licenses		601,335	
Inspection fees		776,267	
State fire protection		396,706	
Planning department fees		82,388	
Police department fees		337,141	
Fire and rescue department fees		169,780	
Other permits and fees		93,311	
Total Licenses, Permits and Fees	<u>2,679,825</u>	<u>2,456,928</u>	<u>(222,897)</u>
Sales and Services:			
Rescue fees		3,263,257	

CITY OF GREENVILLE, NORTH CAROLINA

GENERAL FUND
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL
FOR THE YEAR ENDED JUNE 30, 2013

	2013		Variance Over/Under
	Budget	Actual	
Recreation department programs and fees		1,138,645	
Utilities street cuts		189,900	
Rents and concessions		210,832	
Other sales and services		681,716	
Total Sales and Services	<u>5,366,062</u>	<u>5,484,350</u>	<u>118,288</u>
Investment earnings	<u>1,768,922</u>	<u>62,362</u>	<u>(1,706,560)</u>
Other Revenues:			
Parking violation penalty		192,902	
Other revenues		602,692	
Total Other Revenues	<u>1,368,319</u>	<u>795,594</u>	<u>(572,725)</u>
Total Revenues	<u>66,973,479</u>	<u>64,223,480</u>	<u>(2,749,999)</u>
Expenditures:			
General Government:			
Mayor and City Council	297,964	297,960	4
City Manager	1,290,938	1,003,757	287,181
City Clerk	271,798	232,301	39,497
City Attorney	445,278	444,252	1,026
Human Resources	2,654,692	2,147,256	507,436
Financial Services	2,349,592	2,228,036	121,556
Information Technology	2,960,403	2,781,371	179,032
Total General Government	<u>10,270,665</u>	<u>9,134,933</u>	<u>1,135,732</u>
Public Safety:			
Fire and Rescue	13,318,531	12,518,984	799,547
Police	22,723,654	22,226,337	497,317
Total Public Safety	<u>36,042,185</u>	<u>34,745,321</u>	<u>1,296,864</u>
Public Works:			
Other Public Works	8,502,832	7,366,992	1,135,840
Streets	1,363,993	993,730	370,263
Total Public Works	<u>9,866,825</u>	<u>8,360,722</u>	<u>1,506,103</u>

CITY OF GREENVILLE, NORTH CAROLINA

GENERAL FUND
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL
FOR THE YEAR ENDED JUNE 30, 2013

	<u>2013</u>		
	<u>Budget</u>	<u>Actual</u>	<u>Variance Over/Under</u>
Economic and Physical Development:			
Community Development	1,808,855	1,633,906	174,949
Total Economic and Physical Development	<u>1,808,855</u>	<u>1,633,906</u>	<u>174,949</u>
Cultural and Recreational:			
Recreation	7,361,861	7,111,553	250,308
Total Cultural and Recreational	<u>7,361,861</u>	<u>7,111,553</u>	<u>250,308</u>
Capital outlay	<u>6,588,403</u>	<u>3,785,652</u>	<u>2,802,751</u>
Reimbursement of indirect cost	<u>(1,014,572)</u>	<u>(1,014,572)</u>	<u>-</u>
Contribution to OPEB trust	<u>300,000</u>	<u>300,000</u>	<u>-</u>
Total expenditures	<u>71,224,222</u>	<u>64,057,515</u>	<u>7,166,707</u>
Revenues over (under) expenditures	<u>(4,250,743)</u>	<u>165,965</u>	<u>4,416,708</u>
Other Financing Sources (Uses):			
Transfers from other funds:			
Greenville Utilities Commission turnover	5,204,669	5,037,808	(166,861)
Greenville Utilities Commission, lighting reimbursement	708,606	695,668	(12,938)
Other funds	486,152	174,920	(311,232)
Transfers to other funds	(7,218,335)	(7,349,834)	(131,499)
Contingency	(257,819)	-	257,819
Appropriated fund balance	5,327,470	-	(5,327,470)
Total other financing sources (uses)	<u>4,250,743</u>	<u>(1,441,438)</u>	<u>(5,692,181)</u>
Net change in fund balance	<u>\$ -</u>	<u>(1,275,473)</u>	<u>\$ (1,275,473)</u>
Fund Balance:			
Fund balance, beginning of year - July 1		31,964,967	
Prior period adjustment		<u>377,715</u>	
Fund balance, beginning of year- as restated		<u>32,342,682</u>	
Fund balance, end of year - June 30		<u>\$ 31,067,209</u>	

CITY OF GREENVILLE, NORTH CAROLINA

NONMAJOR GOVERNMENTAL FUNDS
COMBINING BALANCE SHEET
JUNE 30, 2013

	Special Revenue Funds	Debt Service Fund	Capital Project Funds	Total
Assets:				
Cash and cash equivalents	\$ 1,849,784	\$ 942,821	\$ 6,661,914	\$ 9,454,519
Accounts receivable, net	678,040	-	373,138	1,051,178
Interest receivable	1,362	-	-	1,362
Due from other governments	60,349	-	84,487	144,836
Prepaid items and deposits	49,470	-	-	49,470
Restricted cash and investments	-	-	1,817,167	1,817,167
Total assets	<u>\$ 2,639,005</u>	<u>\$ 942,821</u>	<u>\$ 8,936,706</u>	<u>\$ 12,518,532</u>
Liabilities:				
Accounts payable and accrued liabilities	\$ 248,846	\$ -	\$ 825,683	\$ 1,074,529
Advances from grantors	-	-	270,782	270,782
Due to other funds	512,449	-	656,912	1,169,361
Total liabilities	<u>761,295</u>	<u>-</u>	<u>1,753,377</u>	<u>2,514,672</u>
Deferred inflows of resources:				
Loans receivable	323,916	-	361,408	685,324
Total deferred inflows of resources:	<u>323,916</u>	<u>-</u>	<u>361,408</u>	<u>685,324</u>
Fund Balances:				
Nonspendable				
Prepaid items	49,470	-	-	49,470
Restricted				
Stabilization by State Statute	415,835	-	96,217	512,052
Restricted for general government	-	-	488,636	488,636
Restricted for economic development	-	-	1,057,749	1,057,749
Restricted for culture and recreation	101,259	-	-	101,259
Committed				
Committed for culture and recreation	-	-	706,312	706,312
Committed for public safety	1,759	-	294,371	296,130
Committed for economic development	774,932	-	3,006,635	3,781,567
Committed for capital outlays	-	-	2,019,768	2,019,768
Committed for debt service	-	942,821	-	942,821
Assigned				
Assigned for subsequent years expenditures	83,847	-	-	83,847
Assigned for culture and recreation	460,429	-	-	460,429
Unassigned	(333,737)	-	(847,767)	(1,181,504)
Total fund balances	<u>1,553,794</u>	<u>942,821</u>	<u>6,821,921</u>	<u>9,318,536</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 2,639,005</u>	<u>\$ 942,821</u>	<u>\$ 8,936,706</u>	<u>\$ 12,518,532</u>

CITY OF GREENVILLE, NORTH CAROLINA

**NONMAJOR GOVERNMENTAL FUNDS
 COMBINING STATEMENT OF REVENUES, EXPENDITURES,
 AND CHANGES IN FUND BALANCES
 FOR THE YEAR ENDED JUNE 30, 2013**

	Special Revenue Funds	Debt Service Fund	Capital Projects Funds	Total
Revenues:				
Other taxes	\$ -	\$ 591,792	\$ 217,252	\$ 809,044
Restricted intergovernmental	3,833,942	-	583,005	4,416,947
Investment earnings	1,862	543	4,583	6,988
Other revenues	393,918	-	125,882	519,800
Total revenues	<u>4,229,722</u>	<u>592,335</u>	<u>930,722</u>	<u>5,752,779</u>
Expenditures:				
Current:				
General government	-	-	2,102,736	2,102,736
Cultural and recreational	2,330,115	-	157,326	2,487,441
Public safety	472,931	-	858,691	1,331,622
Economic and physical development	2,666,605	-	1,852,002	4,518,607
Principal retirement	-	12,613,973	-	12,613,973
Interest and fees	-	2,010,321	-	2,010,321
Total expenditures	<u>5,469,651</u>	<u>14,624,294</u>	<u>4,970,755</u>	<u>25,064,700</u>
Revenues over (under) expenditures	<u>(1,239,929)</u>	<u>(14,031,959)</u>	<u>(4,040,033)</u>	<u>(19,311,921)</u>
Other Financing Sources (Uses):				
Long-term debt issued	-	-	2,591,372	2,591,372
Refunding debt issued	-	19,950,000	-	19,950,000
Payments to escrow agents	-	(9,750,000)	-	(9,750,000)
Transfers from other funds	1,429,897	3,795,423	992,828	6,218,148
Transfers to other funds	(71,029)	-	(345,000)	(416,029)
Total other financing sources (uses)	<u>1,358,868</u>	<u>13,995,423</u>	<u>3,239,200</u>	<u>18,593,491</u>
Net change in fund balances	118,939	(36,536)	(800,833)	(718,430)
Fund Balances:				
Fund balances, beginning of year	<u>1,434,855</u>	<u>979,357</u>	<u>7,622,754</u>	<u>10,036,966</u>
Fund balances, end of year - June 30th	<u>\$ 1,553,794</u>	<u>\$ 942,821</u>	<u>\$ 6,821,921</u>	<u>\$ 9,318,536</u>

CITY OF GREENVILLE, NORTH CAROLINA

NONMAJOR SPECIAL REVENUE FUNDS

COMBINING BALANCE SHEET

JUNE 30, 2013

	Community Development Fund	Sheppard Memorial Library	Housing Trust Fund	Small Business Loan Program	League of Municipalities Conference	Lead Based Paint Hazard Grant
Assets:						
Cash and cash equivalents	\$ 420,936	\$ 768,033	\$ 45,336	\$ 68,065	\$ -	\$ 2,176
Accounts receivable, net	426,581	-	9,692	20,785	-	-
Interest receivable	-	1,362	-	-	-	-
Due from other governments	1,238	58,866	245	-	-	-
Prepaid items	-	49,470	-	-	-	-
Total assets	<u>\$ 848,755</u>	<u>\$ 877,731</u>	<u>\$ 55,273</u>	<u>\$ 88,850</u>	<u>\$ -</u>	<u>\$ 2,176</u>
Liabilities:						
Accounts payable and accrued liabilities	\$ 52,411	\$ 72,996	\$ -	\$ -	\$ -	\$ -
Due to other funds	154,723	49,502	-	-	7,664	-
Total liabilities	<u>207,134</u>	<u>122,498</u>	<u>-</u>	<u>-</u>	<u>7,664</u>	<u>-</u>
Deferred inflows of resources:						
Loans receivable	292,175	-	9,490	8,419	-	-
Total deferred inflows of resources:	<u>292,175</u>	<u>-</u>	<u>9,490</u>	<u>8,419</u>	<u>-</u>	<u>-</u>
Fund Balances:						
Nonspendable:						
Prepaid items	-	49,470	-	-	-	-
Restricted:						
Stablization by State Statute	135,644	60,228	447	12,366	-	-
Restricted for culture and recreation	-	101,259	-	-	-	-
Committed						
Committed for economic and physical development	213,802	-	45,336	68,065	-	2,176
Committed for public safety	-	-	-	-	-	-
Assigned						
Assigned for subsequent years expenditures	-	83,847	-	-	-	-
Assigned for culture and recreation	-	460,429	-	-	-	-
Unassigned	-	-	-	-	(7,664)	-
Total fund balances	<u>349,446</u>	<u>755,233</u>	<u>45,783</u>	<u>80,431</u>	<u>(7,664)</u>	<u>2,176</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 848,755</u>	<u>\$ 877,731</u>	<u>\$ 55,273</u>	<u>\$ 88,850</u>	<u>\$ -</u>	<u>\$ 2,176</u>

Schedule C-1

CDBG Recovery Grant Project	Byrne-JAG Grant Recovery Grant	Energy Efficiency Recovery Grant	COPS Hiring Recovery Grant	Centralized Grant	Hurricane Irene FEMA Grant	Total
\$ -	\$ 1,759	\$ 259,500	\$ -	\$ 283,979	\$ -	\$ 1,849,784
-	-	13,832	136,620	69,410	1,120	678,040
-	-	-	-	-	-	1,362
-	-	-	-	-	-	60,349
-	-	-	-	-	-	49,470
<u>\$ -</u>	<u>\$ 1,759</u>	<u>\$ 273,332</u>	<u>\$ 136,620</u>	<u>\$ 353,389</u>	<u>\$ 1,120</u>	<u>\$ 2,639,005</u>
\$ -	\$ -	\$ -	\$ 24,062	\$ 97,926	\$ 1,451	\$ 248,846
288	-	-	124,946	-	175,326	512,449
<u>288</u>	<u>-</u>	<u>-</u>	<u>149,008</u>	<u>97,926</u>	<u>176,777</u>	<u>761,295</u>
-	-	13,832	-	-	-	323,916
-	-	13,832	-	-	-	323,916
-	-	-	-	-	-	49,470
-	-	-	136,620	69,410	1,120	415,835
-	-	-	-	-	-	101,259
-	-	259,500	-	186,053	-	774,932
-	1,759	-	-	-	-	1,759
-	-	-	-	-	-	83,847
-	-	-	-	-	-	460,429
(288)	-	-	(149,008)	-	(176,777)	(333,737)
<u>(288)</u>	<u>1,759</u>	<u>259,500</u>	<u>(12,388)</u>	<u>255,463</u>	<u>(175,657)</u>	<u>1,553,794</u>
<u>\$ -</u>	<u>\$ 1,759</u>	<u>\$ 273,332</u>	<u>\$ 136,620</u>	<u>\$ 353,389</u>	<u>\$ 1,120</u>	<u>\$ 2,639,005</u>

CITY OF GREENVILLE, NORTH CAROLINA

NONMAJOR SPECIAL REVENUE FUNDS
 COMBINING STATEMENT OF REVENUES, EXPENDITURES,
 AND CHANGES IN FUND BALANCES
 FOR THE YEAR ENDED JUNE 30, 2013

	Community Development Fund	Sheppard Memorial Library	Housing Trust Fund	Small Business Loan Program	League of Municipalities Conference	Lead Based Paint Hazard Grant
Revenues:						
Restricted Intergovernmental	\$ 1,704,183	\$ 935,861	\$ -	\$ -	\$ -	\$ -
Investment earnings	-	1,862	-	-	-	-
Other revenues	193,039	178,312	600	19,867	-	-
Total revenues	<u>\$ 1,897,222</u>	<u>\$ 1,116,035</u>	<u>\$ 600</u>	<u>\$ 19,867</u>	<u>\$ -</u>	<u>\$ -</u>
Expenditures:						
Current:						
Cultural and recreational	\$ -	\$ 2,330,115	\$ -	\$ -	\$ -	\$ -
Public safety	-	-	-	-	-	-
Economic and physical development	1,935,468	-	3,318	5,263	-	414
Total expenditures	<u>1,935,468</u>	<u>2,330,115</u>	<u>3,318</u>	<u>5,263</u>	<u>-</u>	<u>414</u>
Revenues over (under) expenditures	<u>(38,246)</u>	<u>(1,214,080)</u>	<u>(2,718)</u>	<u>14,604</u>	<u>-</u>	<u>(414)</u>
Other financing sources (uses):						
Transfers from other funds	290,967	1,110,180	-	-	-	-
Transfers to other funds	-	-	-	(71,029)	-	-
Total other financing sources (uses)	<u>290,967</u>	<u>1,110,180</u>	<u>-</u>	<u>(71,029)</u>	<u>-</u>	<u>-</u>
Net change in fund balances	<u>252,721</u>	<u>(103,900)</u>	<u>(2,718)</u>	<u>(56,425)</u>	<u>-</u>	<u>(414)</u>
Fund Balances:						
Fund balance, beginning of year - July 1	<u>96,725</u>	<u>859,133</u>	<u>48,501</u>	<u>136,856</u>	<u>(7,664)</u>	<u>2,590</u>
Fund balance, end of year - June 30	<u>349,446</u>	<u>755,233</u>	<u>45,783</u>	<u>80,431</u>	<u>(7,664)</u>	<u>2,176</u>

Schedule C-2

CDBG Recovery Grant Project	Byrne-JAG Grant Recovery Grant	Energy Efficiency Recovery Grant	COPS Hiring Recovery Grant	Centralized Grant	Hurricane Irene FEMA Grant	Total
\$ -	\$ -	\$ 137,199	\$ 504,378	\$ 550,835	\$ 1,486	\$ 3,833,942
-	-	-	-	-	-	1,862
-	-	-	-	2,100	-	393,918
<u>\$ -</u>	<u>\$ -</u>	<u>\$ 137,199</u>	<u>\$ 504,378</u>	<u>\$ 552,935</u>	<u>\$ 1,486</u>	<u>\$ 4,229,722</u>
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,330,115
-	15,187	-	457,744	-	-	472,931
-	-	134,200	-	348,141	239,801	2,666,605
-	15,187	134,200	457,744	348,141	239,801	5,469,651
-	(15,187)	2,999	46,634	204,794	(238,315)	(1,239,929)
-	-	-	-	28,750	-	1,429,897
-	-	-	-	-	-	(71,029)
-	-	-	-	28,750	-	1,358,868
-	(15,187)	2,999	46,634	233,544	(238,315)	118,939
(288)	16,946	256,501	(59,022)	21,919	62,658	1,434,855
(288)	1,759	259,500	(12,388)	255,463	(175,657)	1,553,794

CITY OF GREENVILLE, NORTH CAROLINA

**COMMUNITY DEVELOPMENT & HOME FUND
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL
FROM INCEPTION AND FOR THE YEAR ENDED JUNE 30, 2013**

	Project			
	Authorization	Prior Years	Current Year	Total
Revenues:				
CDBG & Home Entitlement Program:				
Property owners matching fund	\$ 146,083	\$ 40,371	\$ -	\$ 40,371
Federal grant , HUD	27,600,270	7,017,811	1,704,183	8,721,994
Consortium members	34,000	13,666	-	13,666
Loan payments	550,454	186,918	61,124	248,042
Interest income	153,215	25	-	25
Sale of acquired property	147,930	204,779	131,915	336,694
Total revenues	28,631,952	7,463,570	1,897,222	9,360,792
Expenditures:				
CDBG & Home Entitlement Program:				
Administration	6,484,373	1,238,504	471,271	1,709,775
Rehab - third party owned dwellings	10,221,698	2,796,887	603,981	3,400,868
Rehab - rental	202,716	62,875	-	62,875
Outside agency funding	2,121,833	98,030	128,991	227,021
Acquisition dilapidated	1,273,158	102,077	6,642	108,719
Code enforcement	310,815	167,315	10,795	178,110
Conversion program	253,000	-	-	-
Small area revitalization	787,830	5,000	-	5,000
Demolition grants	344,259	-	17,970	17,970
Secondary mortgage	1,475,239	421,601	38,694	460,295
Ec. Dev. Study , West Grn./Meadowbrook	489,255	178,424	125	178,549
Neighborhood input grants	2,964	-	-	-
Concentrated needs	1,772,299	-	-	-
Sewer Oakgrove	25,482	-	-	-
Other expenses	58,010	58,010	-	58,010
Relocation	116,920	21,162	13,316	34,478
Contribution to other consortium members	5,368,429	2,893,909	643,683	3,537,592
Capital outlay	12,403	11,834	-	11,834
Total expenditures	31,320,683	8,055,628	1,935,468	9,991,096
Revenues over (under) expenditures	<u>(2,688,731)</u>	<u>(592,058)</u>	<u>(38,246)</u>	<u>(630,304)</u>
Other Financing Sources (Uses):				
Transfers In (Out):				
Transfers from other funds	3,356,231	1,356,283	290,967	1,647,250
Transfers to other funds	<u>(667,500)</u>	<u>(667,500)</u>	<u>-</u>	<u>(667,500)</u>
Total other financing sources (uses)	2,688,731	688,783	290,967	979,750
Net change in fund balance	<u>\$ -</u>	<u>\$ 96,725</u>	<u>252,721</u>	<u>\$ 349,446</u>
Fund Balance:				
Fund balance, beginning of year - July 1			<u>96,725</u>	
Fund balance, end of year - June 30			<u>\$ 349,446</u>	

CITY OF GREENVILLE, NORTH CAROLINA

SHEPPARD MEMORIAL LIBRARY
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL
FOR THE YEAR ENDED JUNE 30, 2013

	<u>Budget</u>	<u>Actual</u>	<u>Variance</u> <u>Over/Under</u>
Revenues:			
County of Pitt	\$ 530,091	\$ 535,681	\$ 5,590
Town of Winterville	161,240	30,901	(130,339)
Town of Bethel	30,901	161,240	130,339
State aid	183,039	183,039	-
LSTA grant	25,000	25,000	-
Fees	118,040	126,066	8,026
Interest earnings	1,000	1,862	862
Housing authority	10,692	10,692	-
Miscellaneous	40,535	41,554	1,019
Total revenues	<u>1,100,538</u>	<u>1,116,035</u>	<u>15,497</u>
Expenditures:			
Current:			
Culture and Recreation:			
Salaries and benefits	1,406,888	1,385,901	20,987
Other operating expenditures	373,442	351,047	22,395
Maintenance & repairs	179,350	180,443	(1,093)
Capital outlay	365,485	412,724	(47,239)
Total expenditures	<u>2,325,165</u>	<u>2,330,115</u>	<u>(4,950)</u>
Revenues over (under) expenditures	<u>(1,224,627)</u>	<u>(1,214,080)</u>	<u>10,547</u>
Other Financing Sources (Uses):			
Transfers in - City of Greenville	1,110,180	1,110,180	-
Appropriated fund balance	114,447	-	(114,447)
Total other financing sources (uses)	<u>1,224,627</u>	<u>1,110,180</u>	<u>(114,447)</u>
Revenues and other financing sources over (under) expenditures	<u>\$ -</u>	<u>(103,900)</u>	<u>\$ (103,900)</u>
Fund Balances:			
Beginning of year, -July 1		<u>859,133</u>	
End of year - June 30		<u>\$ 755,233</u>	

CITY OF GREENVILLE, NORTH CAROLINA

HOUSING TRUST FUND

SCHEDULE OF REVENUES, EXPENDITURES AND

CHANGES IN FUND BALANCE - BUDGET AND ACTUAL

FROM INCEPTION AND FOR THE YEAR ENDED JUNE 30, 2013

	<u>Project Authorization</u>	<u>Prior Years</u>	<u>Current Year</u>	<u>Total</u>
Revenues:				
Grants	\$ 320,500	\$ 178,576	\$ -	\$ 178,576
Investment earnings	4,265	12,473	-	12,473
Loan payments	7,210	26,233	600	26,833
Total revenues	<u>331,975</u>	<u>217,282</u>	<u>600</u>	<u>217,882</u>
Expenditures:				
Small area revitalization	19,332	19,978	-	19,978
Rehabilitation	221,113	215,374	-	215,374
Loans made	212,530	54,429	3,318	57,747
Total expenditures	<u>452,975</u>	<u>289,781</u>	<u>3,318</u>	<u>293,099</u>
Revenues over (under) expenditures	(121,000)	(72,499)	(2,718)	(75,217)
Other Financing Sources (Uses):				
Transfers from other funds	121,000	121,000	-	121,000
Total other financing sources (uses)	<u>121,000</u>	<u>121,000</u>	<u>-</u>	<u>121,000</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ 48,501</u>	(2,718)	<u>\$ 45,783</u>
Fund Balance:				
Fund balance, beginning of year - July 1			<u>48,501</u>	
Fund balance, end of year - June 30			<u>\$ 45,783</u>	

CITY OF GREENVILLE, NORTH CAROLINA

**SMALL BUSINESS LOAN PROGRAM
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
FROM INCEPTION AND FOR THE YEAR ENDED JUNE 30, 2013**

	<u>Project Authorization</u>	<u>Prior Years</u>	<u>Current Year</u>	<u>Total</u>
Revenues:				
Other Revenues:				
Bank contribution	\$ 546,029	\$ 448,243	\$ -	\$ 448,243
Loan payments	253,552	477,376	6,009	483,385
Application fees	2,000	1,550	13,858	15,408
Investment earnings	1,706	5,817	-	5,817
Total revenues	<u>803,287</u>	<u>932,986</u>	<u>19,867</u>	<u>952,853</u>
Expenditures:				
Administration	2,000	658	-	658
Payments to banks	255,258	483,521	5,263	488,784
Loans made	475,000	448,242	-	448,242
Loan loss reserve	142,500	6,209	-	6,209
Total expenditures	<u>874,758</u>	<u>938,630</u>	<u>5,263</u>	<u>943,893</u>
Revenues over (under) expenditures	<u>(71,471)</u>	<u>(5,644)</u>	<u>14,604</u>	<u>8,960</u>
Other Financing Sources (Uses):				
Transfers from other funds	142,500	142,500	-	142,500
Transfers to other funds	(71,029)	-	(71,029)	(71,029)
Total other financing sources (uses)	<u>71,471</u>	<u>142,500</u>	<u>(71,029)</u>	<u>71,471</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ 136,856</u>	<u>(56,425)</u>	<u>\$ 80,431</u>
Fund Balance:				
Fund balance, beginning of year - July 1			<u>136,856</u>	
Fund balance, end of year - June 30			<u>\$ 80,431</u>	

CITY OF GREENVILLE, NORTH CAROLINA

LEAGUE OF MUNICIPALITIES CONFERENCE
 SCHEDULE OF REVENUES, EXPENDITURES AND
 CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
 FROM INCEPTION AND FOR THE YEAR ENDED JUNE 30, 2013

	<u>Project Authorization</u>	<u>Prior Years</u>	<u>Current Year</u>	<u>Total</u>
Revenues:				
Other , Donations	\$ 150,000	\$ 85,970	\$ -	\$ 85,970
Total revenues	<u>150,000</u>	<u>85,970</u>	<u>-</u>	<u>85,970</u>
Expenditures:				
Administration	30,000	9,085	-	9,085
Contracted Services	80,000	74,018	-	74,018
Supplies and Materials	<u>69,394</u>	<u>39,925</u>	<u>-</u>	<u>39,925</u>
Total expenditures	<u>179,394</u>	<u>123,028</u>	<u>-</u>	<u>123,028</u>
Revenues over (under) expenditures	<u>(29,394)</u>	<u>(37,058)</u>	<u>-</u>	<u>(37,058)</u>
Other Financing Sources (Uses):				
Transfers from other funds	<u>29,394</u>	<u>29,394</u>	<u>-</u>	<u>29,394</u>
Total other financing sources (uses)	<u>29,394</u>	<u>29,394</u>	<u>-</u>	<u>29,394</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ (7,664)</u>	<u>-</u>	<u>\$ (7,664)</u>
Fund Balance:				
Fund balance, beginning of year - July 1			<u>(7,664)</u>	
Fund balance, end of year - June 30			<u>\$ (7,664)</u>	

CITY OF GREENVILLE, NORTH CAROLINA

LEAD BASED PAINT HAZARD GRANT
 SCHEDULE OF REVENUES, EXPENDITURES AND
 CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
 FROM INCEPTION AND FOR THE YEAR ENDED JUNE 30, 2013

	<u>Project Authorization</u>	<u>Prior Years</u>	<u>Current Year</u>	<u>Total</u>
Revenues:				
Recovery lead-based paint grant	1,922,370	1,650,580	-	1,650,580
Total revenues	<u>1,922,370</u>	<u>1,650,580</u>	-	<u>1,650,580</u>
Expenditures:				
Administration	216,894	193,856	-	193,856
Operations	<u>1,705,476</u>	<u>1,454,134</u>	<u>414</u>	<u>1,454,548</u>
Total expenditures	<u>1,922,370</u>	<u>1,647,990</u>	<u>414</u>	<u>1,648,404</u>
Net change in fund balance	<u>-</u>	<u>2,590</u>	<u>(414)</u>	<u>2,176</u>
Fund Balance:				
Fund balance, beginning of year - July 1			<u>2,590</u>	
Fund balance, end of year - June 30			<u>\$ 2,176</u>	

CITY OF GREENVILLE, NORTH CAROLINA

CDBG RECOVERY GRANT PROJECT
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
FROM INCEPTION AND FOR THE YEAR ENDED JUNE 30, 2013

	<u>Project</u> <u>Authorization</u>	<u>Prior</u> <u>Years</u>	<u>Current</u> <u>Year</u>	<u>Total</u>
Revenues:				
CDBG recovery grant	\$ 216,580	\$ 216,580	\$ -	\$ 216,580
Total revenues	<u>216,580</u>	<u>216,580</u>	<u>-</u>	<u>216,580</u>
Expenditures:				
Administration	21,650	21,386	-	21,386
Public service	30,000	29,302	-	29,302
Operations	164,930	166,180	-	166,180
Total expenditures	<u>216,580</u>	<u>216,868</u>	<u>-</u>	<u>216,868</u>
Net change in fund balance	<u>-</u>	<u>(288)</u>	<u>-</u>	<u>(288)</u>
Fund Balance:				
Fund balance, beginning of year - July 1			<u>(288)</u>	
Fund balance, end of year - June 30			<u>\$ (288)</u>	

CITY OF GREENVILLE, NORTH CAROLINA

**BYRNE-JAG GRANT RECOVERY
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
FROM INCEPTION AND FOR THE YEAR ENDED JUNE 30, 2013**

	<u>Project Authorization</u>	<u>Prior Years</u>	<u>Current Year</u>	<u>Total</u>
Revenues:				
Byrne-JAG recovery grant	\$ 490,323	\$ 490,323	\$ -	\$ 490,323
Investment earnings	-	33	-	33
Total revenues	<u>490,323</u>	<u>490,356</u>	<u>-</u>	<u>490,356</u>
Expenditures:				
Operating	63,193	50,482	10,849	61,331
Capital outlay	427,130	422,928	4,338	427,266
Total expenditures	<u>490,323</u>	<u>473,410</u>	<u>15,187</u>	<u>488,597</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ 16,946</u>	<u>(15,187)</u>	<u>\$ 1,759</u>
Fund Balance:				
Fund balance, beginning of year - July 1			<u>16,946</u>	
Fund balance, end of year - June 30			<u>\$ 1,759</u>	

CITY OF GREENVILLE, NORTH CAROLINA

**ENERGY EFFICIENCY RECOVERY GRANT
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
FROM INCEPTION AND FOR THE YEAR ENDED JUNE 30, 2013**

	<u>Project Authorization</u>	<u>Prior Years</u>	<u>Current Year</u>	<u>Total</u>
Revenues:				
Energy efficiency recovery grant	\$ 777,600	\$ 355,773	\$ 137,199	\$ 492,972
Investment income	-	17	-	17
Total revenues	<u>777,600</u>	<u>355,790</u>	<u>137,199</u>	<u>492,989</u>
Expenditures:				
Administration	25,000	1,773	-	1,773
Operations	752,600	97,516	134,200	231,716
Total expenditures	<u>777,600</u>	<u>99,289</u>	<u>134,200</u>	<u>233,489</u>
Revenues over (under) expenditures	<u>\$ -</u>	<u>\$ 256,501</u>	<u>\$ 2,999</u>	<u>\$ 259,500</u>
Other financing sources (uses):				
Transfers from other funds	275,000	275,000	-	275,000
Transfers to other funds	(275,000)	(275,000)	-	(275,000)
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ 256,501</u>	<u>2,999</u>	<u>\$ 259,500</u>
Fund Balance:				
Fund balance, beginning of year - July 1			<u>256,501</u>	
Fund balance, end of year - June 30			<u>\$ 259,500</u>	

CITY OF GREENVILLE, NORTH CAROLINA

**COPS HIRING RECOVERY PROGRAM GRANT
 SCHEDULE OF REVENUES, EXPENDITURES AND
 CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
 FROM INCEPTION AND FOR THE YEAR ENDED JUNE 30, 2013**

	<u>Project Authorization</u>	<u>Prior Years</u>	<u>Current Year</u>	<u>Total</u>
Revenues:				
COPS hiring recovery grant	\$ 1,211,803	\$ 1,078,494	\$ 504,378	\$ 1,582,872
Investment income	-	1	-	1
Total revenues	<u>1,211,803</u>	<u>1,078,495</u>	<u>504,378</u>	<u>1,582,873</u>
Expenditures:				
Operations	1,621,180	1,137,517	457,744	1,595,261
Total expenditures	<u>1,621,180</u>	<u>1,137,517</u>	<u>457,744</u>	<u>1,595,261</u>
Revenues over (under) expenditures	<u>(409,377)</u>	<u>(59,022)</u>	46,634	<u>(12,388)</u>
Other financing sources:				
Transfers from other funds	409,377	-	-	-
Total other financing sources (uses)	<u>409,377</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ (59,022)</u>	46,634	<u>\$ (12,388)</u>
Fund Balance:				
Fund balance, beginning of year - July 1			<u>(59,022)</u>	
Fund balance, end of year - June 30			<u>\$ (12,388)</u>	

CITY OF GREENVILLE, NORTH CAROLINA

**CENTRALIZED GRANT PROJECT
 SCHEDULE OF REVENUES, EXPENDITURES AND
 CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
 FROM INCEPTION AND FOR THE YEAR ENDED JUNE 30, 2013**

	<u>Project</u> <u>Authorization</u>	<u>Prior</u> <u>Years</u>	<u>Current</u> <u>Year</u>	<u>Total</u>
Revenues:				
Federal and State grants	\$ 1,074,160	\$ 195,552	\$ 550,835	\$ 746,387
Investment Income	-	1	-	1
Other revenue	-	-	2,100	2,100
Total revenues	<u>1,074,160</u>	<u>195,553</u>	<u>552,935</u>	<u>748,488</u>
Expenditures:				
Operating	858,152	216,495	344,632	561,127
Capital outlay	295,294	7,675	3,509	11,184
Total expenditures	<u>1,153,446</u>	<u>224,170</u>	<u>348,141</u>	<u>572,311</u>
Revenues over (under) expenditures	<u>\$ (79,286)</u>	<u>\$ (28,617)</u>	<u>\$ 204,794</u>	<u>\$ 176,177</u>
Other financing sources (uses):				
Transfers from other funds	79,286	50,536	28,750	79,286
Total other financing sources (uses)	<u>79,286</u>	<u>50,536</u>	<u>28,750</u>	<u>79,286</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ 21,919</u>	233,544	<u>\$ 255,463</u>
Fund Balance:				
Fund balance, beginning of year - July 1			21,919	
Fund balance, end of year - June 30			<u>\$ 255,463</u>	

CITY OF GREENVILLE, NORTH CAROLINA

HURRICANE IRENE FEMA GRANT
 SCHEDULE OF REVENUES, EXPENDITURES AND
 CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
 FROM INCEPTION AND FOR THE YEAR ENDED JUNE 30, 2013

	<u>Project</u> <u>Authorization</u>	<u>Prior</u> <u>Years</u>	<u>Current</u> <u>Year</u>	<u>Total</u>
Revenues:				
FEMA grant funds	\$ 1,264,112	\$ 985,775	\$ 1,486	\$ 987,261
NCEM grant funds	538,688	338,389	-	338,389
Other revenues	-	267,188	-	267,188
Total revenues	<u>1,802,800</u>	<u>1,591,352</u>	<u>1,486</u>	<u>1,592,838</u>
Expenditures:				
Debris removal	1,044,544	1,053,634	-	1,053,634
Property & casualty loss	500,000	216,789	239,801	456,590
Total expenditures	<u>1,544,544</u>	<u>1,270,423</u>	<u>239,801</u>	<u>1,510,224</u>
Revenues over (under) expenditures	<u>\$ 258,256</u>	<u>\$ 320,929</u>	<u>\$ (238,315)</u>	<u>\$ 82,614</u>
Other financing sources (uses):				
Transfers from other funds	(258,256)	(258,271)	-	(258,271)
Total other financing sources (uses)	<u>(258,256)</u>	<u>(258,271)</u>	<u>-</u>	<u>(258,271)</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ 62,658</u>	<u>(238,315)</u>	<u>\$ (175,657)</u>
Fund Balance:				
Fund balance, beginning of year - July 1			<u>62,658</u>	
Fund balance, end of year - June 30			<u>\$ (175,657)</u>	

CITY OF GREENVILLE, NORTH CAROLINA

NONMAJOR CAPITAL PROJECTS FUNDS
 COMBINING BALANCE SHEET
 JUNE 30, 2013

	Cemetery Development Fund	Affordable Housing Project	West Greenville Revitalization	Center City Revitalization	Stantonsburg Road / 10th St Connector	South Tar River Greenway
Assets:						
Cash and cash equivalents	\$ 9,131	\$ 493,858	\$ 346,722	\$ 300,546	\$ 408,470	\$ 4,700
Accounts receivable, net	-	361,408	6,729	92	-	-
Due from other governments	-	12	-	-	-	-
Restricted cash and investments	-	-	-	1,057,749	-	9,369
Total assets	<u>\$ 9,131</u>	<u>\$ 855,278</u>	<u>\$ 353,451</u>	<u>\$ 1,358,387</u>	<u>\$ 408,470</u>	<u>\$ 14,069</u>
Liabilities:						
Accounts payable and accrued liabilities	\$ -	\$ 33,845	\$ 48	\$ -	\$ -	\$ -
Advances from grantors	-	-	-	-	-	9,369
Due to other funds	-	-	-	-	-	-
Total liabilities	<u>-</u>	<u>33,845</u>	<u>48</u>	<u>-</u>	<u>-</u>	<u>9,369</u>
Deferred inflows of resources:						
Loans receivable	-	361,408	-	-	-	-
Total deferred inflows of resources:	<u>-</u>	<u>361,408</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Fund Balances:						
Restricted						
Stabilization by State Statute	-	12	6,729	92	-	-
Restricted for general government	-	-	-	-	-	-
Restricted for economic development	-	-	-	1,057,749	-	-
Committed						
Committed for culture and recreation	-	-	-	-	-	4,700
Committed for public safety	-	-	-	-	-	-
Committed for economic development	9,131	460,013	346,674	300,546	408,470	-
Committed for capital outlays	-	-	-	-	-	-
Unassigned	-	-	-	-	-	-
Total fund balances	<u>9,131</u>	<u>460,025</u>	<u>353,403</u>	<u>1,358,387</u>	<u>408,470</u>	<u>4,700</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 9,131</u>	<u>\$ 855,278</u>	<u>\$ 353,451</u>	<u>\$ 1,358,387</u>	<u>\$ 408,470</u>	<u>\$ 14,069</u>

Way Finding Community Development	Community								
	Thomas Langston Road Extension Project	Intermodal Transportation Center Project	Employee Parking Lot Expansion Project	Convention Center Expansion Project	Oriented Policing Service Project	Technology for Public Safety Project	Emergency Operations Center Project	Drew Steele Center	Capital Reserve Fund
\$ 50,835	\$ -	\$ 609,560	\$ 3,427	\$ 810,806	\$ -	\$ 294,371	\$ -	\$ 9,698	\$ 2,019,768
-	-	4,909	-	-	-	-	-	-	-
-	65,744	-	121	-	1,830	-	13,772	2,002	-
-	-	-	-	-	-	-	-	-	-
<u>\$ 50,835</u>	<u>\$ 65,744</u>	<u>\$ 614,469</u>	<u>\$ 3,548</u>	<u>\$ 810,806</u>	<u>\$ 1,830</u>	<u>\$ 294,371</u>	<u>\$ 13,772</u>	<u>\$ 11,700</u>	<u>\$ 2,019,768</u>
\$ -	\$ -	\$ 1,000	\$ -	\$ 145,729	\$ -	\$ -	\$ 190,576	\$ -	\$ -
-	-	-	-	-	-	-	-	-	-
-	261,872	-	-	-	264,798	-	130,242	-	-
-	261,872	1,000	-	145,729	264,798	-	320,818	-	-
-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-
-	65,744	4,909	121	-	1,830	-	13,772	2,002	-
-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	294,371	-	-	-
50,835	-	608,560	3,427	665,077	-	-	-	9,698	-
-	-	-	-	-	-	-	-	-	2,019,768
-	(261,872)	-	-	-	(264,798)	-	(320,818)	-	-
<u>50,835</u>	<u>(196,128)</u>	<u>613,469</u>	<u>3,548</u>	<u>665,077</u>	<u>(262,968)</u>	<u>294,371</u>	<u>(307,046)</u>	<u>11,700</u>	<u>2,019,768</u>
<u>\$ 50,835</u>	<u>\$ 65,744</u>	<u>\$ 614,469</u>	<u>\$ 3,548</u>	<u>\$ 810,806</u>	<u>\$ 1,830</u>	<u>\$ 294,371</u>	<u>\$ 13,772</u>	<u>\$ 11,700</u>	<u>\$ 2,019,768</u>

Schedule D-1

King George Bridge Capital Project	Green Mill Greenway Project	Dream Park Capital Project	Energy Savings Equipment Project	Downtown Parking Deck	Total
\$ 101,000	\$ 701,612	\$ 292,652	\$ 204,758	\$ -	\$ 6,661,914
-	-	-	-	-	373,138
-	-	-	1,006	-	84,487
119,989	141,424	-	488,636	-	1,817,167
<u>\$ 220,989</u>	<u>\$ 843,036</u>	<u>\$ 292,652</u>	<u>\$ 694,400</u>	<u>\$ -</u>	<u>\$ 8,936,706</u>
\$ -	\$ -	\$ 249,448	\$ 205,037	\$ -	\$ 825,683
119,989	141,424	-	-	-	270,782
-	-	-	-	-	656,912
119,989	141,424	249,448	205,037	-	1,753,377
-	-	-	-	-	361,408
-	-	-	-	-	361,408
-	-	-	1,006	-	96,217
-	-	-	488,636	-	488,636
-	-	-	-	-	1,057,749
-	701,612	-	-	-	706,312
-	-	-	-	-	294,371
101,000	-	43,204	-	-	3,006,635
-	-	-	-	-	2,019,768
-	-	-	(279)	-	(847,767)
101,000	701,612	43,204	489,363	-	6,821,921
<u>\$ 220,989</u>	<u>\$ 843,036</u>	<u>\$ 292,652</u>	<u>\$ 694,400</u>	<u>\$ -</u>	<u>\$ 8,936,706</u>

CITY OF GREENVILLE, NORTH CAROLINA

NONMAJOR CAPITAL PROJECTS FUNDS
 COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
 FOR THE YEAR ENDED JUNE 30, 2013

	Cemetery Development Fund	Affordable Housing Project	West Greenville Revitalization	Center City Revitalization	Stantonsburg Road/ 10th Street Connector	South Tar River Greenway	Way Finding Community Development	Thomas Langston Road Extension Project	Intermodal Transportation Center Project
Revenues:									
Restricted intergovernmental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 113,322	
Other taxes and licenses	-	-	-	-	-	-	-	-	
Investment earnings	-	-	1,338	1,957	-	-	-	393	
Other revenues	-	36,827	39,205	-	44,850	-	-	-	
Total revenues	-	36,827	40,543	1,957	44,850	-	-	393	
Expenditures:									
Current:									
General Government	-	-	-	-	-	-	-	-	
Public Safety	-	-	-	-	-	-	-	-	
Cultural and recreational	-	-	-	-	-	-	-	-	
Economic and physical development	5,734	29,929	15,274	477,033	16,628	-	15,004	123,575	
Total expenditures	5,734	29,929	15,274	477,033	16,628	-	15,004	123,575	
Revenues over (under) expenditures	(5,734)	6,898	25,269	(475,076)	28,222	-	(15,004)	(10,253)	
Other Financing Sources (Uses):									
Long-term debt issued	-	-	-	-	-	-	-	-	
Transfers from other funds	-	-	-	-	-	-	52,906	-	
Transfer to other funds	-	-	-	-	-	-	-	-	
Total other financing sources (uses)	-	-	-	-	-	-	52,906	-	
Net change in fund balances	(5,734)	6,898	25,269	(475,076)	28,222	-	37,902	(10,253)	
Fund Balances:									
Fund balances, beginning of year	14,865	453,127	328,134	1,833,463	380,248	4,700	12,933	(38,656)	
Fund balances, end of year	\$ 9,131	\$ 460,025	\$ 353,403	\$ 1,358,387	\$ 408,470	\$ 4,700	\$ 50,835	\$ (196,128)	

Employee Parking Lot Expansion Project	Convention Center Expansion Project	Community Oriented Policing Service Project	Technology for Public Safety Project	Emergency Operations Center Project	Drew Steele Center	Capital Reserve Fund	King George Bridge Capital Project	Green Mill Greenway Project	Dream Park Capital Project	Energy Savings Equipment Project	Downtown Parking Deck	Total
\$ -	\$ -	\$ -	\$ -	\$ 152,232	\$ 209,019	\$ -	\$ 244	\$ 108,188	\$ -	\$ -	\$ -	\$ 583,005
-	217,252	-	-	-	-	-	-	-	-	-	-	217,252
-	-	-	-	-	-	168	-	-	-	727	-	4,583
-	5,000	-	-	-	-	-	-	-	-	-	-	125,882
-	222,252	-	-	152,232	209,019	168	244	108,188	-	727	-	930,722
-	-	-	-	-	-	-	-	-	-	2,102,736	-	2,102,736
-	-	-	32,761	825,930	-	-	-	-	-	-	-	858,691
-	-	-	-	-	-	-	-	157,326	-	-	-	157,326
4,259	5,445	-	-	-	234,375	-	244	-	766,637	-	-	1,852,002
4,259	5,445	-	32,761	825,930	234,375	-	244	157,326	766,637	2,102,736	-	4,970,755
(4,259)	216,807	-	(32,761)	(673,698)	(25,356)	168	-	(49,138)	(766,637)	(2,102,009)	-	(4,040,033)
-	-	-	-	-	-	-	-	-	-	2,591,372	-	2,591,372
-	-	-	-	48,700	-	12,591	-	68,790	809,841	-	-	992,828
-	-	-	-	-	(25,000)	(320,000)	-	-	-	-	-	(345,000)
-	-	-	-	48,700	(25,000)	(307,409)	-	68,790	809,841	2,591,372	-	3,239,200
(4,259)	216,807	-	(32,761)	(624,998)	(50,356)	(307,241)	-	19,652	43,204	489,363	-	(800,833)
7,807	448,270	(262,968)	327,132	317,952	62,056	2,327,009	101,000	681,960	-	-	-	7,622,754
\$ 3,548	\$ 665,077	\$ (262,968)	\$ 294,371	\$ (307,046)	\$ 11,700	\$ 2,019,768	\$ 101,000	\$ 701,612	\$ 43,204	\$ 489,363	\$ -	\$ 6,821,921

CITY OF GREENVILLE, NORTH CAROLINA

CEMETERY DEVELOPMENT
 SCHEDULE OF REVENUES, EXPENDITURES AND
 CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
 FROM INCEPTION AND FOR THE YEAR ENDED JUNE 30, 2013

	<u>Project Authorization</u>	<u>Prior Years</u>	<u>Current Year</u>	<u>Total</u>
Revenues:				
Special Federal/State/Local grants	\$ 107,520	\$ 107,521	\$ -	\$ 107,521
Interest earnings	12,243	12,344	-	12,344
Total revenues	<u>119,763</u>	<u>119,865</u>	<u>-</u>	<u>119,865</u>
Expenditures:				
Capital improvements	404,763	390,000	5,734	395,734
Total expenditures	<u>404,763</u>	<u>390,000</u>	<u>5,734</u>	<u>395,734</u>
Revenues over (under) expenditures	<u>(285,000)</u>	<u>(270,135)</u>	<u>(5,734)</u>	<u>(275,869)</u>
Other Financing Sources (Uses):				
Bonds issued	75,000	75,000	-	75,000
Transfer to General Fund	(10,000)	(10,000)	-	(10,000)
Transfer from General Fund	220,000	220,000	-	220,000
Total other financing sources (uses)	<u>285,000</u>	<u>285,000</u>	<u>-</u>	<u>285,000</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ 14,865</u>	<u>(5,734)</u>	<u>\$ 9,131</u>
Fund Balance:				
Fund balance, beginning of year - July 1			<u>14,865</u>	
Fund balance, end of year - June 30			<u>\$ 9,131</u>	

CITY OF GREENVILLE, NORTH CAROLINA

**AFFORDABLE HOUSING CAPITAL PROJECT FUND
 SCHEDULE OF REVENUES, EXPENDITURES AND
 CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
 FROM INCEPTION AND FOR THE YEAR ENDED JUNE 30, 2013**

	<u>Project Authorization</u>	<u>Prior Years</u>	<u>Current Year</u>	<u>Total</u>
Revenues:				
Interest earnings	\$ 180,500	\$ 190,930	\$ -	\$ 190,930
Loan payments	492,100	233,251	36,827	270,078
Sale of property	<u>1,706,000</u>	<u>1,714,049</u>	<u>-</u>	<u>1,714,049</u>
Total revenues	<u>2,378,600</u>	<u>2,138,230</u>	<u>36,827</u>	<u>2,175,057</u>
Expenditures:				
Bond administration cost	6,349	6,349	-	6,349
Home ownership	2,421,151	2,117,366	15,327	2,132,693
Land banking	1,083,000	831,327	14,602	845,929
Rehabilitation	<u>393,100</u>	<u>255,536</u>	<u>-</u>	<u>255,536</u>
Total expenditures	<u>3,903,600</u>	<u>3,210,578</u>	<u>29,929</u>	<u>3,240,507</u>
Revenues over (under) expenditures	<u>(1,525,000)</u>	<u>(1,072,348)</u>	<u>6,898</u>	<u>(1,065,450)</u>
Other Financing Sources (Uses):				
Bonds issued	1,000,000	1,000,475	-	1,000,475
Transfer from General Fund	<u>525,000</u>	<u>525,000</u>	<u>-</u>	<u>525,000</u>
Total other financing sources (uses)	<u>1,525,000</u>	<u>1,525,475</u>	<u>-</u>	<u>1,525,475</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ 453,127</u>	<u>6,898</u>	<u>\$ 460,025</u>
Fund Balance:				
Fund balance, beginning of year - July 1			<u>453,127</u>	
Fund balance, end of year - June 30			<u>\$ 460,025</u>	

CITY OF GREENVILLE, NORTH CAROLINA

WEST GREENVILLE REVITALIZATION
 SCHEDULE OF REVENUES, EXPENDITURES AND
 CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
 FROM INCEPTION AND FOR THE YEAR ENDED JUNE 30, 2013

	<u>Project Authorization</u>	<u>Prior Years</u>	<u>Current Year</u>	<u>Total</u>
Revenues:				
Other income	\$ 439,817	\$ 430,062	\$ 1,000	\$ 431,062
Sales and services	382,020	\$ 448,160	38,205	486,365
Interest earnings	203,058	123,187	1,338	124,525
Total revenues	<u>1,024,895</u>	<u>1,001,409</u>	<u>40,543</u>	<u>1,041,952</u>
Expenditures:				
Acquisition	2,830,367	2,625,107	-	2,625,107
Demolition	404,279	404,280	-	404,280
Construction	605,175	580,175	-	580,175
Infrastructure	1,404,015	1,307,014	14,150	1,321,164
Development financing	194,266	193,661	-	193,661
Relocation assistance	268,518	268,518	631	269,149
Owner occupied rehabilitation	213,035	213,124	493	213,617
Furnishings	44,968	44,968	-	44,968
Bond administration	60,272	60,271	-	60,271
Total expenditures	<u>6,024,895</u>	<u>5,697,118</u>	<u>15,274</u>	<u>5,712,392</u>
Revenues over (under) expenditures	<u>(5,000,000)</u>	<u>(4,695,709)</u>	<u>25,269</u>	<u>(4,670,440)</u>
Other Financing Sources (Uses):				
Premium received on debt issue	-	23,843	-	23,843
Bonds issued	5,000,000	5,000,000	-	5,000,000
Total other financing sources (uses)	<u>5,000,000</u>	<u>5,023,843</u>	<u>-</u>	<u>5,023,843</u>
Net change in fund balance	<u>-</u>	<u>328,134</u>	<u>25,269</u>	<u>353,403</u>
Fund Balance:				
Fund balance, beginning of year - July 1			<u>328,134</u>	
Fund balance, end of year - June 30			<u>\$ 353,403</u>	

CITY OF GREENVILLE, NORTH CAROLINA

CENTER CITY REVITALIZATION
 SCHEDULE OF REVENUES, EXPENDITURES AND
 CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
 FROM INCEPTION AND FOR THE YEAR ENDED JUNE 30, 2013

	<u>Project Authorization</u>	<u>Prior Years</u>	<u>Current Year</u>	<u>Total</u>
Revenues:				
Restricted intergovernmental	\$ 32,500	\$ 25,250	\$ -	\$ 25,250
Interest earnings	273,013	273,431	1,957	275,388
Total revenues	<u>305,513</u>	<u>298,681</u>	<u>1,957</u>	<u>300,638</u>
Expenditures:				
Acquisition	935,000	684,999	184,134	869,133
Infrastructure	3,851,015	2,438,764	261,499	2,700,263
Construction	223,112	86,707	1,400	88,107
Development financing	269,896	209,895	30,000	239,895
Bond administration	51,394	69,757	-	69,757
Total expenditures	<u>5,330,417</u>	<u>3,490,122</u>	<u>477,033</u>	<u>3,967,155</u>
Revenues over (under) expenditures	<u>(5,024,904)</u>	<u>(3,191,441)</u>	<u>(475,076)</u>	<u>(3,666,517)</u>
Other Financing Sources (Uses):				
Premium received on debt issue	24,904	24,904	-	24,904
Bonds issued	5,000,000	5,000,000	-	5,000,000
Total other financing sources (uses)	<u>5,024,904</u>	<u>5,024,904</u>	<u>-</u>	<u>5,024,904</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ 1,833,463</u>	<u>(475,076)</u>	<u>\$ 1,358,387</u>
Fund Balance:				
Fund balance, beginning of year - July 1			<u>1,833,463</u>	
Fund balance, end of year - June 30			<u>\$ 1,358,387</u>	

CITY OF GREENVILLE, NORTH CAROLINA

STANTONSBURG ROAD / 10TH STREET CONNECTOR
 SCHEDULE OF REVENUES, EXPENDITURES AND
 CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
 FROM INCEPTION AND FOR THE YEAR ENDED JUNE 30, 2013

	<u>Project Authorization</u>	<u>Prior Years</u>	<u>Current Year</u>	<u>Total</u>
Revenues:				
Restricted intergovernmental revenue	\$ 4,000,000	\$ 3,050,002	\$ -	\$ 3,050,002
Interest earnings	22,000	2,225	-	2,225
Other income	-	-	44,850	44,850
Total revenues	<u>4,022,000</u>	<u>3,052,227</u>	<u>44,850</u>	<u>3,097,077</u>
Expenditures:				
Bond administration cost	22,000	55,610	-	55,610
Engineering	6,000,000	5,585,106	16,628	5,601,734
Total expenditures	<u>6,022,000</u>	<u>5,640,716</u>	<u>16,628</u>	<u>5,657,344</u>
Revenues over (under) expenditures	<u>(2,000,000)</u>	<u>(2,588,489)</u>	<u>28,222</u>	<u>(2,560,267)</u>
Other Financing Sources (Uses):				
Transfers from other funds	-	943,000	-	943,000
Bonds issued	2,000,000	2,025,737	-	2,025,737
Total other financing sources (uses)	<u>2,000,000</u>	<u>2,968,737</u>	<u>-</u>	<u>2,968,737</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ 380,248</u>	28,222	<u>\$ 408,470</u>
Fund Balance:				
Fund balance, beginning of year - July 1			<u>380,248</u>	
Fund balance, end of year - June 30			<u>\$ 408,470</u>	

CITY OF GREENVILLE, NORTH CAROLINA

**SOUTH TAR RIVER GREENWAY PROJECT
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
FROM INCEPTION AND FOR THE YEAR ENDED JUNE 30, 2013**

	<u>Project Authorization</u>	<u>Prior Years</u>	<u>Current Year</u>	<u>Total</u>
Revenues:				
Federal and State grants	\$ 1,480,000	\$ 1,435,516	\$ -	\$ 1,435,516
Other income	-	3,700	-	3,700
Total revenues	<u>1,480,000</u>	<u>1,439,216</u>	<u>-</u>	<u>1,439,216</u>
Expenditures:				
Construction	1,268,000	1,265,284	-	1,265,284
Engineering	163,000	171,113	-	171,113
Right of way	<u>50,000</u>	<u>(881)</u>	<u>-</u>	<u>(881)</u>
Total expenditures	<u>1,481,000</u>	<u>1,435,516</u>	<u>-</u>	<u>1,435,516</u>
Revenues over (under) expenditures	<u>\$ (1,000)</u>	<u>\$ 3,700</u>	<u>\$ -</u>	<u>\$ 3,700</u>
Other Financing Sources (Uses):				
Transfers from other funds	<u>1,000</u>	<u>1,000</u>	<u>-</u>	<u>1,000</u>
Total other financing sources (uses)	<u>1,000</u>	<u>1,000</u>	<u>-</u>	<u>1,000</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ 4,700</u>	<u>-</u>	<u>\$ 4,700</u>
Fund Balance:				
Fund balance, beginning of year - July 1			<u>4,700</u>	
Fund balance, end of year - June 30			<u>\$ 4,700</u>	

CITY OF GREENVILLE, NORTH CAROLINA

WAY FINDING COMMUNITY DEVELOPMENT
 SCHEDULE OF REVENUES, EXPENDITURES AND
 CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
 FROM INCEPTION AND FOR THE YEAR ENDED JUNE 30, 2013

	<u>Project Authorization</u>	<u>Prior Years</u>	<u>Current Year</u>	<u>Total</u>
Revenues:				
Interest earnings	\$ 2,536	\$ 2,537	\$ -	\$ 2,537
Expenditures:				
Construction	271,142	205,304	15,004	220,308
Total expenditures	<u>271,142</u>	<u>205,304</u>	<u>15,004</u>	<u>220,308</u>
Revenues over (under) expenditures	<u>(268,606)</u>	<u>(202,767)</u>	<u>(15,004)</u>	<u>(217,771)</u>
Other Financing Sources (Uses):				
Transfers to other funds	(40,000)	(40,000)	-	(40,000)
Transfers from other funds	308,606	255,700	52,906	308,606
Total other financing sources (uses)	<u>268,606</u>	<u>215,700</u>	<u>52,906</u>	<u>268,606</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ 12,933</u>	37,902	<u>\$ 50,835</u>
Fund Balance:				
Fund balance, beginning of year - July 1			<u>12,933</u>	
Fund balance, end of year - June 30			<u>\$ 50,835</u>	

CITY OF GREENVILLE, NORTH CAROLINA

THOMAS LANGSTON ROAD EXTENSION PROJECT
 SCHEDULE OF REVENUES, EXPENDITURES AND
 CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
 FROM INCEPTION AND FOR THE YEAR ENDED JUNE 30, 2013

	<u>Project Authorization</u>	<u>Prior Years</u>	<u>Current Year</u>	<u>Total</u>
Revenues:				
Federal and State grants	\$ 705,968	\$ 52,667	\$ -	\$ 52,667
Interest earnings	11,440	5,601	393	5,994
Other income	-	104,167	-	104,167
Total revenues	<u>717,408</u>	<u>162,435</u>	<u>393</u>	<u>162,828</u>
Expenditures:				
Engineering	615,299	508,976	-	508,976
Bond Administration Expense	36,803	38,886	-	38,886
Construction	<u>3,328,745</u>	<u>2,918,047</u>	<u>157,865</u>	<u>3,075,912</u>
Total expenditures	<u>3,980,847</u>	<u>3,465,909</u>	<u>157,865</u>	<u>3,623,774</u>
Revenues over (under) expenditures	<u>(3,263,439)</u>	<u>(3,303,474)</u>	<u>(157,472)</u>	<u>(3,460,946)</u>
Other Financing Sources (Uses):				
Bonds issued	2,896,803	2,896,803	-	2,896,803
Transfers from other funds	<u>366,636</u>	<u>368,015</u>	-	<u>368,015</u>
Total other financing sources (uses)	<u>3,263,439</u>	<u>3,264,818</u>	<u>-</u>	<u>3,264,818</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ (38,656)</u>	<u>(157,472)</u>	<u>\$ (196,128)</u>
Fund Balance:				
Fund balance, beginning of year - July 1			<u>(38,656)</u>	
Fund balance, end of year - June 30			<u>\$ (196,128)</u>	

CITY OF GREENVILLE, NORTH CAROLINA

INTERMODAL TRANSPORTATION CENTER PROJECT
 SCHEDULE OF REVENUES, EXPENDITURES AND
 CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
 FROM INCEPTION AND FOR THE YEAR ENDED JUNE 30, 2013

	<u>Project Authorization</u>	<u>Prior Years</u>	<u>Current Year</u>	<u>Total</u>
Revenues:				
Federal Transit Administration grant	950,500	\$ 206,026	\$ 113,322	319,348
Interest earnings	-	113	-	113
Total revenues	<u>950,500</u>	<u>206,139</u>	<u>113,322</u>	<u>319,461</u>
Expenditures:				
Construction	<u>1,685,618</u>	<u>235,252</u>	<u>123,575</u>	<u>358,827</u>
Total expenditures	<u>1,685,618</u>	<u>235,252</u>	<u>123,575</u>	<u>358,827</u>
Revenues over (under) expenditures	<u>(735,118)</u>	<u>(29,113)</u>	<u>(10,253)</u>	<u>(39,366)</u>
Other Financing Sources (Uses):				
Transfers from other funds	<u>735,118</u>	<u>652,835</u>	<u>-</u>	<u>652,835</u>
Total other financing sources (uses)	<u>735,118</u>	<u>652,835</u>	<u>-</u>	<u>652,835</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ 623,722</u>	<u>(10,253)</u>	<u>\$ 613,469</u>
Fund Balance:				
Fund balance, beginning of year - July 1			<u>623,722</u>	
Fund balance, end of year - June 30			<u>\$ 613,469</u>	

CITY OF GREENVILLE, NORTH CAROLINA

EMPLOYEE PARKING LOT EXPANSION PROJECT
 SCHEDULE OF REVENUES, EXPENDITURES AND
 CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
 FROM INCEPTION AND FOR THE YEAR ENDED JUNE 30, 2013

	<u>Project Authorization</u>	<u>Prior Years</u>	<u>Current Year</u>	<u>Total</u>
Revenues:				
Interest earnings	\$ 1,486	\$ 1,487	\$ -	\$ 1,487
Total revenues	<u>1,486</u>	<u>1,487</u>	<u>-</u>	<u>1,487</u>
Expenditures:				
Renovations	168,880	161,073	4,259	165,332
Total expenditures	<u>168,880</u>	<u>161,073</u>	<u>4,259</u>	<u>165,332</u>
Revenues over (under) expenditures	<u>(167,394)</u>	<u>(159,586)</u>	<u>(4,259)</u>	<u>(163,845)</u>
Other Financing Sources (Uses):				
Sale of property	175,500	175,500	-	175,500
Transfers from other funds	266,894	266,893	-	266,893
Transfers to other funds	<u>(275,000)</u>	<u>(275,000)</u>	<u>-</u>	<u>(275,000)</u>
Total other financing sources (uses)	<u>167,394</u>	<u>167,393</u>	<u>-</u>	<u>167,393</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ 7,807</u>	<u>(4,259)</u>	<u>\$ 3,548</u>
Fund Balance:				
Fund balance, beginning of year - July 1			<u>7,807</u>	
Fund balance, end of year - June 30			<u>\$ 3,548</u>	

CITY OF GREENVILLE, NORTH CAROLINA

CONVENTION CENTER EXPANSION PROJECT
 SCHEDULE OF REVENUES, EXPENDITURES AND
 CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
 FROM INCEPTION AND FOR THE YEAR ENDED JUNE 30, 2013

	<u>Project Authorization</u>	<u>Prior Years</u>	<u>Current Year</u>	<u>Total</u>
Revenues:				
Federal and state grants	\$ 30,000	\$ 30,000	\$ -	\$ 30,000
Occupancy taxes	1,062,202	1,399,485	217,252	1,616,737
Interest earnings	-	1,070	-	1,070
Other revenue	-	40,342	5,000	45,342
Total revenues	<u>1,092,202</u>	<u>1,470,897</u>	<u>222,252</u>	<u>1,693,149</u>
Expenditures:				
Allocation to Convention and Visitor Authority	95,354	223,566	-	223,566
Construction	<u>2,766,119</u>	<u>2,568,332</u>	<u>5,445</u>	<u>2,573,777</u>
Total expenditures	<u>2,861,473</u>	<u>2,791,898</u>	<u>5,445</u>	<u>2,797,343</u>
Revenues over (under) expenditures	<u>(1,769,271)</u>	<u>(1,321,001)</u>	<u>216,807</u>	<u>(1,104,194)</u>
Other financing sources (uses):				
Transfers from other funds	<u>1,769,271</u>	<u>1,769,271</u>	<u>-</u>	<u>1,769,271</u>
Total other financing sources (uses)	<u>1,769,271</u>	<u>1,769,271</u>	<u>-</u>	<u>1,769,271</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ 448,270</u>	216,807	<u>\$ 665,077</u>
Fund Balance:				
Fund balance, beginning of year - July 1			<u>448,270</u>	
Fund balance, end of year - June 30			<u>\$ 665,077</u>	

CITY OF GREENVILLE, NORTH CAROLINA

COMMUNITY ORIENTED POLICING SERVICES (COPS) PROJECT
 SCHEDULE OF REVENUES, EXPENDITURES AND
 CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
 FROM INCEPTION AND FOR THE YEAR ENDED JUNE 30, 2013

	<u>Project Authorization</u>	<u>Prior Years</u>	<u>Current Year</u>	<u>Total</u>
Revenues:				
Federal and State grants	\$ 3,308,159	\$ 3,033,284	\$ -	\$ 3,033,284
Interest earnings	-	1,862	-	1,862
Total revenues	<u>3,308,159</u>	<u>3,035,146</u>	<u>-</u>	<u>3,035,146</u>
Expenditures:				
Administration	2,369,790	2,280,964	-	2,280,964
Capital outlay	<u>1,600,000</u>	<u>1,678,781</u>	<u>-</u>	<u>1,678,781</u>
Total expenditures	<u>3,969,790</u>	<u>3,959,745</u>	<u>-</u>	<u>3,959,745</u>
Revenues over (under) expenditures	<u>(661,631)</u>	<u>(924,599)</u>	<u>-</u>	<u>(924,599)</u>
Other financing sources (uses):				
Transfers from other funds	<u>661,631</u>	<u>661,631</u>	<u>-</u>	<u>661,631</u>
Total other financing sources (uses)	<u>661,631</u>	<u>661,631</u>	<u>-</u>	<u>661,631</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ (262,968)</u>	<u>-</u>	<u>\$ (262,968)</u>
Fund Balance:				
Fund balance, beginning of year - July 1			<u>(262,968)</u>	
Fund balance, end of year - June 30			<u>\$ (262,968)</u>	

CITY OF GREENVILLE, NORTH CAROLINA

NEW TECHNOLOGY FOR PUBLIC SAFETY PROJECT
 SCHEDULE OF REVENUES, EXPENDITURES AND
 CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
 FROM INCEPTION AND FOR THE YEAR ENDED JUNE 30, 2013

	<u>Project Authorization</u>	<u>Prior Years</u>	<u>Current Year</u>	<u>Total</u>
Revenues:				
Interest earnings	\$ -	\$ 6,184	\$ -	\$ 6,184
Other revenue	-	120	-	120
Total revenues	<u>-</u>	<u>6,304</u>	<u>-</u>	<u>6,304</u>
Expenditures:				
Testing	2,093,957	1,885,212	1,215	1,886,427
Capital outlay	710,043	516,030	31,546	547,576
Total expenditures	<u>2,804,000</u>	<u>2,401,242</u>	<u>32,761</u>	<u>2,434,003</u>
Revenues over (under) expenditures	<u>(2,804,000)</u>	<u>(2,394,938)</u>	<u>(32,761)</u>	<u>(2,427,699)</u>
Other financing sources (uses):				
Transfers to other funds	(680,000)	(761,930)	-	(761,930)
Transfers from other funds	3,484,000	3,484,000	-	3,484,000
Total other financing sources (uses)	<u>2,804,000</u>	<u>2,722,070</u>	<u>-</u>	<u>2,722,070</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ 327,132</u>	<u>\$ (32,761)</u>	<u>\$ 294,371</u>
Fund Balance:				
Fund balance, beginning of year - July 1			<u>327,132</u>	
Fund balance, end of year - June 30			<u>\$ 294,371</u>	

CITY OF GREENVILLE, NORTH CAROLINA

EMERGENCY OPERATIONS CENTER
 SCHEDULE OF REVENUES, EXPENDITURES AND
 CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
 FROM INCEPTION AND FOR THE YEAR ENDED JUNE 30, 2013

	<u>Project Authorization</u>	<u>Prior Years</u>	<u>Current Year</u>	<u>Total to Date</u>
Revenues:				
Homeland Security grant	\$ 600,000	\$ -	152,232	\$ 152,232
Total revenues	<u>600,000</u>	<u>-</u>	<u>152,232</u>	<u>152,232</u>
Expenditures:				
Construction	1,048,700	82,048	825,930	907,978
Total expenditures:	<u>1,048,700</u>	<u>82,048</u>	<u>825,930</u>	<u>907,978</u>
Revenues over (under) expenditures	<u>(448,700)</u>	<u>(82,048)</u>	<u>(673,698)</u>	<u>(755,746)</u>
Other financing sources (uses):				
Transfers from other funds	448,700	400,000	48,700	448,700
Total other financing sources (uses)	<u>448,700</u>	<u>400,000</u>	<u>48,700</u>	<u>448,700</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ 317,952</u>	<u>\$ (624,998)</u>	<u>\$ (307,046)</u>
Fund Balance:				
Fund balance, beginning of year - July 1			<u>317,952</u>	
Fund balance, end of year - June 30			<u>\$ (307,046)</u>	

CITY OF GREENVILLE, NORTH CAROLINA

DREW STEELE CENTER
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
FROM INCEPTION AND FOR THE YEAR ENDED JUNE 30, 2013

	<u>Project</u> <u>Authorization</u>	<u>Prior</u> <u>Years</u>	<u>Current</u> <u>Year</u>	<u>Total to</u> <u>Date</u>
Revenues:				
PARTF grant	\$ 500,000	\$ 290,981	\$ 209,019	\$ 500,000
Investment earnings	-	60	-	60
Other revenue - donations	500,000	467,547	-	467,547
Total revenues	<u>1,000,000</u>	<u>758,588</u>	<u>209,019</u>	<u>967,607</u>
Expenditures:				
Construction	1,442,349	1,163,881	234,375	1,398,256
Total expenditures:	<u>1,442,349</u>	<u>1,163,881</u>	<u>234,375</u>	<u>1,398,256</u>
Revenues over (under) expenditures	<u>(442,349)</u>	<u>(405,293)</u>	<u>(25,356)</u>	<u>(430,649)</u>
Other financing sources (uses):				
Transfers from other funds	467,349	467,349	-	467,349
Transfers to other funds	(25,000)	-	(25,000)	(25,000)
Total other financing sources (uses)	<u>442,349</u>	<u>467,349</u>	<u>(25,000)</u>	<u>442,349</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ 62,056</u>	<u>(50,356)</u>	<u>\$ 11,700</u>
Fund Balance:				
Fund balance, beginning of year - July 1			<u>62,056</u>	
Fund balance, end of year - June 30			<u>\$ 11,700</u>	

CITY OF GREENVILLE, NORTH CAROLINA

**CAPITAL RESERVE FUND
 SCHEDULE OF REVENUES, EXPENDITURES AND
 CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
 FOR THE YEAR ENDED JUNE 30, 2013**

	<u>Budget</u>	<u>Actual</u>	<u>Variance Over/Under</u>
Revenues:			
Investment earnings	\$ -	\$ 168	\$ 168
Total revenues	<u>-</u>	<u>168</u>	<u>168</u>
Revenues over (under) expenditures	<u>-</u>	<u>168</u>	<u>168</u>
Other financing sources (uses):			
Appropriated fund balance	320,000	-	(320,000)
Transfers from other funds	12,591	12,591	-
Transfers to other funds	<u>(332,591)</u>	<u>(320,000)</u>	<u>12,591</u>
Total other financing sources (uses)	<u>-</u>	<u>(307,409)</u>	<u>(307,409)</u>
Net change in fund balance	<u>\$ -</u>	<u>(307,241)</u>	<u>\$ (307,241)</u>
Fund Balance:			
Fund balance, beginning of year - July 1		<u>2,327,009</u>	
Fund balance, end of year - June 30		<u>\$ 2,019,768</u>	

CITY OF GREENVILLE, NORTH CAROLINA

KING GEORGE BRIDGE
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
FROM INCEPTION AND FOR THE YEAR ENDED JUNE 30, 2013

	<u>Project Authorization</u>	<u>Prior Years</u>	<u>Current Year</u>	<u>Total</u>
Revenues:				
Federal Highway Administration grant	\$ 403,999	\$ -	\$ 244	\$ 244
Total revenues	<u>403,999</u>	<u>-</u>	<u>244</u>	<u>244</u>
Expenditures:				
Construction	504,999	-	244	244
Total expenditures:	<u>504,999</u>	<u>-</u>	<u>244</u>	<u>244</u>
Revenues over (under) expenditures	<u>(101,000)</u>	<u>-</u>	<u>-</u>	<u>-</u>
Other financing sources (uses):				
Transfers from other funds	101,000	101,000	-	101,000
Total other financing sources (uses)	<u>101,000</u>	<u>101,000</u>	<u>-</u>	<u>101,000</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ 101,000</u>	<u>\$ -</u>	<u>\$ 101,000</u>
Fund Balance:				
Fund balance, beginning of year - July 1			<u>101,000</u>	
Fund balance, end of year - June 30			<u>\$ 101,000</u>	

CITY OF GREENVILLE, NORTH CAROLINA

**GREEN MILL GREENWAY
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
FROM INCEPTION AND FOR THE YEAR ENDED JUNE 30, 2013**

	<u>Project Authorization</u>	<u>Prior Years</u>	<u>Current Year</u>	<u>Total</u>
Revenues:				
Federal Highway Administration grant	\$ 2,332,009	\$ -	\$ 108,188	\$ 108,188
Other revenue-donations	<u>-</u>	<u>50,000</u>	<u>-</u>	<u>50,000</u>
Total revenues	<u>2,332,009</u>	<u>50,000</u>	<u>108,188</u>	<u>158,188</u>
Expenditures:				
Construction	<u>2,971,301</u>	<u>862</u>	<u>157,326</u>	<u>158,188</u>
Total expenditures:	<u>2,971,301</u>	<u>862</u>	<u>157,326</u>	<u>158,188</u>
Revenues over (under) expenditures	<u>(639,292)</u>	<u>49,138</u>	<u>(49,138)</u>	<u>-</u>
Other financing sources (uses):				
Transfers from other funds	<u>639,292</u>	<u>632,822</u>	<u>68,790</u>	<u>701,612</u>
Total other financing sources (uses)	<u>639,292</u>	<u>632,822</u>	<u>68,790</u>	<u>701,612</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ 681,960</u>	<u>\$ 19,652</u>	<u>\$ 701,612</u>
Fund Balance:				
Fund balance, beginning of year - July 1			<u>681,960</u>	
Fund balance, end of year - June 30			<u>\$ 701,612</u>	

CITY OF GREENVILLE, NORTH CAROLINA

DREAM PARK CAPITAL PROJECT
 SCHEDULE OF REVENUES, EXPENDITURES AND
 CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
 FROM INCEPTION AND FOR THE YEAR ENDED JUNE 30, 2013

	<u>Project Authorization</u>	<u>Prior Years</u>	<u>Current Year</u>	<u>Total to Date</u>
Expenditures:				
Construction	809,841	-	766,637	766,637
Total expenditures:	<u>809,841</u>	<u>-</u>	<u>766,637</u>	<u>766,637</u>
Revenues over (under) expenditures	\$ (809,841)	\$ -	\$ (766,637)	\$ (766,637)
Other financing sources (uses):				
Transfers from other funds	809,841	-	809,841	809,841
Total other financing sources (uses)	<u>809,841</u>	<u>-</u>	<u>809,841</u>	<u>809,841</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 43,204</u>	<u>\$ 43,204</u>
Fund Balance:				
Fund balance, beginning of year - July 1			<u>-</u>	
Fund balance, end of year - June 30			<u>\$ 43,204</u>	

CITY OF GREENVILLE, NORTH CAROLINA

ENERGY SAVINGS EQUIPMENT PROJECT
 SCHEDULE OF REVENUES, EXPENDITURES AND
 CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
 FROM INCEPTION AND FOR THE YEAR ENDED JUNE 30, 2013

	<u>Project Authorization</u>	<u>Prior Years</u>	<u>Current Year</u>	<u>Total to Date</u>
Revenues:				
Investment earnings	\$ -	\$ -	\$ 727	\$ 727
Total revenues	<u>-</u>	<u>-</u>	<u>727</u>	<u>727</u>
Expenditures:				
Administration	-	-	20,000	20,000
Construction	2,591,373	-	2,082,736	2,082,736
Total expenditures:	<u>2,591,373</u>	<u>-</u>	<u>2,102,736</u>	<u>2,102,736</u>
Revenues over (under) expenditures	<u>(2,591,373)</u>	<u>-</u>	<u>(2,102,009)</u>	<u>(2,102,009)</u>
Other financing sources (uses):				
Long-term debt issued	2,591,373	-	2,591,372	2,591,372
Total other financing sources (uses)	<u>2,591,373</u>	<u>-</u>	<u>2,591,372</u>	<u>2,591,372</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 489,363</u>	<u>\$ 489,363</u>
Fund Balance:				
Fund balance, beginning of year - July 1			<u>-</u>	
Fund balance, end of year - June 30			<u>\$ 489,363</u>	

CITY OF GREENVILLE, NORTH CAROLINA

**DOWNTOWN PARKING DECK
 SCHEDULE OF REVENUES, EXPENDITURES AND
 CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
 FROM INCEPTION AND FOR THE YEAR ENDED JUNE 30, 2013**

	<u>Project Authorization</u>	<u>Prior Years</u>	<u>Current Year</u>	<u>Total to Date</u>
Expenditures:				
Construction	4,026,240	-	-	-
Total expenditures:	<u>4,026,240</u>	<u>-</u>	<u>-</u>	<u>-</u>
Revenues over (under) expenditures	\$ (4,026,240)	\$ -	\$ -	\$ -
Other financing sources (uses):				
Long-term debt issued	4,026,240	-	-	-
Total other financing sources (uses)	<u>4,026,240</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Fund Balance:				
Fund balance, beginning of year - July 1			<u>-</u>	
Fund balance, end of year - June 30			<u>\$ -</u>	

CITY OF GREENVILLE, NORTH CAROLINA

NONMAJOR DEBT SERVICE FUND
 SCHEDULE OF REVENUES, EXPENDITURES AND
 CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
 FOR THE YEAR ENDED JUNE 30, 2013

	2013		
	Budget	Actual	Variance Over/Under
Revenues:			
Other taxes	\$ 509,589	\$ 591,792	\$ 82,203
Investment earnings	-	543	543
Total revenues	<u>509,589</u>	<u>592,335</u>	<u>82,746</u>
Expenditures:			
Current:			
Principal retirement	13,212,543	12,613,973	598,570
Interest and fees	1,484,352	2,010,321	(525,969)
Total expenditures	<u>14,696,895</u>	<u>14,624,294</u>	<u>72,601</u>
Revenues over (under) expenditures	<u>(14,187,306)</u>	<u>(14,031,959)</u>	<u>155,347</u>
Other financing sources (uses):			
Transfers from other funds	3,987,306	3,795,423	(191,883)
Refunding debt issued	19,950,000	19,950,000	-
Payments to escrow agent	(9,750,000)	(9,750,000)	-
Total other financing sources (uses)	<u>14,187,306</u>	<u>13,995,423</u>	<u>(191,883)</u>
Net change in fund balance	<u>\$ -</u>	<u>(36,536)</u>	<u>\$ (36,536)</u>
Fund Balance:			
Fund balance, beginning of year - July 1		<u>979,357</u>	
Fund balance, end of year - June 30		<u>\$ 942,821</u>	

CITY OF GREENVILLE, NORTH CAROLINA

NONMAJOR ENTERPRISE FUNDS
 COMBINING STATEMENT OF FUND NET POSITION
 JUNE 30, 2013

	Public Transportation Fund	Bradford Creek Golf Course Fund	Stormwater Utility Fund	Sanitation Fund	Total
Assets:					
Current Assets:					
Cash and cash equivalents	469,534	\$ -	2,954,480	\$ 43,373	\$ 3,467,387
Accounts receivable, net	302,180	-	218,750	460,526	981,456
Due from other governments	2,510	-	16,893	8,650	28,053
Due from other funds	-	-	222,317	-	222,317
Prepaid items	350	-	-	-	350
Total current assets	<u>774,574</u>	<u>-</u>	<u>3,412,440</u>	<u>512,549</u>	<u>4,699,563</u>
Noncurrent Assets:					
Land and construction in progress	-	-	7,279,153	-	7,279,153
Other capital assets, net of depreciation	1,083,395	-	266,559	118,209	1,468,163
Total noncurrent assets	<u>1,083,395</u>	<u>-</u>	<u>7,545,712</u>	<u>118,209</u>	<u>8,747,316</u>
Total assets	<u>1,857,969</u>	<u>-</u>	<u>10,958,152</u>	<u>630,758</u>	<u>13,446,879</u>
Liabilities:					
Current Liabilities:					
Accounts payable and accrued liabilities	77,459	-	73,390	164,902	315,751
Current portion of compensated absences	31,380	-	-	138,161	169,541
Current maturities of long-term debt	-	-	196,539	-	196,539
Total current liabilities	<u>108,839</u>	<u>-</u>	<u>269,929</u>	<u>303,063</u>	<u>681,831</u>
Noncurrent Liabilities:					
Noncurrent portion of compensated absences	13,449	-	-	59,213	72,662
Noncurrent portion of other post employment benefits	313,952	-	512,237	1,107,092	1,933,281
Noncurrent portion of long-term debt	-	-	4,207,523	-	4,207,523
Total noncurrent liabilities	<u>327,401</u>	<u>-</u>	<u>4,719,760</u>	<u>1,166,305</u>	<u>6,213,466</u>
Total liabilities	<u>436,240</u>	<u>-</u>	<u>4,989,689</u>	<u>1,469,368</u>	<u>6,895,297</u>
Net Position:					
Net investment in capital assets	1,083,395	-	3,141,650	118,209	4,343,254
Unrestricted	338,334	-	2,826,813	(956,819)	2,208,328
Total net position	<u>\$ 1,421,729</u>	<u>\$ -</u>	<u>\$ 5,968,463</u>	<u>\$ (838,610)</u>	<u>\$ 6,551,582</u>

CITY OF GREENVILLE, NORTH CAROLINA

NONMAJOR ENTERPRISE FUNDS
 COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION
 FOR THE YEAR ENDED JUNE 30, 2013

	Transportation Fund	Bradford Creek Golf Course Fund	Stormwater Utility Fund	Sanitation Fund	Total
Operating revenues:					
Changes for services	\$ 326,919	\$ -	\$ 3,117,169	\$ 6,470,029	\$ 9,914,117
Other operating revenues	31,767	-	-	160,427	192,194
Total operating revenue	<u>358,686</u>	<u>-</u>	<u>3,117,169</u>	<u>6,630,456</u>	<u>10,106,311</u>
Operating expenses:					
Administrative and general	40,288	-	-	-	40,288
Operations and maintenance	2,067,417	-	2,730,186	6,741,221	11,538,824
Depreciation and amortization	391,734	-	6,573	50,518	448,825
Total operating expenses	<u>2,499,439</u>	<u>-</u>	<u>2,736,759</u>	<u>6,791,739</u>	<u>12,027,937</u>
Operating income (loss)	<u>(2,140,753)</u>	<u>-</u>	<u>380,410</u>	<u>(161,283)</u>	<u>(1,921,626)</u>
Nonoperating revenues (expenses):					
Investment earnings	-	-	1,143	-	1,143
Interest expense	-	-	(167,002)	-	(167,002)
Total non-operating revenue (expenses)	<u>-</u>	<u>-</u>	<u>(165,859)</u>	<u>-</u>	<u>(165,859)</u>
Income (loss) before contributions and transfers	<u>(2,140,753)</u>	<u>-</u>	<u>214,551</u>	<u>(161,283)</u>	<u>(2,087,485)</u>
Transfers In (Out) and Capital Contributions:					
Capital contributions	1,421,223	261,228	400,000	20,287	2,102,738
Transfers to other funds	-	(78,978)	-	(104,920)	(183,898)
Transfers from other funds	84,804	785,844	-	139,163	1,009,811
Total transfers in (out) and capital contributions:	<u>1,506,027</u>	<u>968,094</u>	<u>400,000</u>	<u>54,530</u>	<u>2,928,651</u>
Change in net position	<u>(634,726)</u>	<u>968,094</u>	<u>614,551</u>	<u>(106,753)</u>	<u>841,166</u>
Net position, beginning of year	<u>2,056,455</u>	<u>(968,094)</u>	<u>5,353,912</u>	<u>(731,857)</u>	<u>5,710,416</u>
Net position, end of year	<u>1,421,729</u>	<u>-</u>	<u>5,968,463</u>	<u>(838,610)</u>	<u>6,551,582</u>

CITY OF GREENVILLE, NORTH CAROLINA

PUBLIC TRANSPORTATION ENTERPRISE FUND
SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL (NON-GAAP)
FOR THE YEAR ENDED JUNE 30, 2013

	2013		
	<u>Budget</u>	<u>Actual</u>	<u>Variance Over/Under</u>
Revenues:			
Charges for services	\$ 276,781	\$ 326,919	\$ 50,138
Public transportation planning and operating grants	2,382,279	1,421,223	(961,056)
Other operating revenues	<u>225</u>	<u>31,767</u>	<u>31,542</u>
Total operating revenue	<u>2,659,285</u>	<u>1,779,909</u>	<u>(879,376)</u>
Expenditures:			
Administrative and general	-	40,288	-
Operations and maintenance	-	740,625	-
Salaries and benefits	-	1,006,239	-
Capital outlay	<u>-</u>	<u>312,074</u>	<u>-</u>
Total operating expenses	<u>3,234,587</u>	<u>2,099,226</u>	<u>1,135,361</u>
Revenues over (under) expenditures	<u>(575,302)</u>	<u>(319,317)</u>	<u>255,985</u>
Other Financing Sources (Uses):			
Appropriated fund balance	490,498	-	(490,498)
Transfers from General Fund	<u>84,804</u>	<u>84,804</u>	<u>-</u>
Total other financing sources (uses)	<u>575,302</u>	<u>84,804</u>	<u>(490,498)</u>
Revenues and other financing sources over (under) expenditures and other financing uses	<u>\$ -</u>	<u>(234,513)</u>	<u>\$ (234,513)</u>
Reconciliation From Budgetary Basis (modified accrual) to Full Accrual			
Depreciation		(391,734)	
Capital outlay		85,828	
Change in OPEB liability		(97,207)	
Change in accrued compensated absences		<u>2,900</u>	
Change in net position		<u>\$ (634,726)</u>	

CITY OF GREENVILLE, NORTH CAROLINA

BRADFORD CREEK GOLF COURSE ENTERPRISE FUND
SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL (NON-GAAP)
FOR THE YEAR ENDED JUNE 30, 2013

	2013		Variance Over/Under
	Budget	Actual	
Other Financing Sources (Uses):			
Transfers from General Fund	-	785,844	785,844
Total other financing sources (uses)	-	785,844	785,844
 Revenues and other financing sources over (under) expenditures and other financing uses	 \$ -	 785,844	 785,844
 Reconciliation From Budgetary Basis (modified accrual) to Full Accrual			
Transfer out of capital assets		(78,978)	
Capital contributions:			
Transfer accrued compensated absences to governmental activities		32,644	
Transfer OPEB liability to governmental activities		228,584	
Change in net position		<u>\$ 968,094</u>	

CITY OF GREENVILLE, NORTH CAROLINA

STORMWATER UTILITY FUND
SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL (NON-GAAP)
FOR THE YEAR ENDED JUNE 30, 2013

	2013		
	Budget	Actual	Variance Over/Under
Revenues:			
Charges for services	\$ 3,182,587	\$ 3,117,169	\$ (65,418)
Investment earnings	-	-	-
Total operating revenues	<u>3,182,587</u>	<u>3,117,169</u>	<u>(65,418)</u>
Expenditures:			
Operations and maintenance	-	406,057	-
Salaries and benefits	-	1,696,696	-
Capital outlay	-	660,388	-
Retirement of long-term debt	-	166,457	-
Interest paid	-	167,002	-
Indirect Cost Reimbursement	-	<u>265,531</u>	-
Total operating expenses	<u>5,288,064</u>	<u>3,362,131</u>	<u>1,925,933</u>
Revenues over (under) expenditures	<u>(2,105,477)</u>	<u>(244,962)</u>	<u>1,860,515</u>
Other Financing Sources (Uses):			
Transfers from other funds	1,415,636	1,363,214	(52,422)
Appropriated fund balance	<u>689,841</u>	<u>-</u>	<u>(689,841)</u>
Total other financing sources (uses)	<u>2,105,477</u>	<u>1,363,214</u>	<u>(742,263)</u>
Revenues and other financing sources over (under) expenditures and other financing uses	<u>\$ -</u>	<u>1,118,252</u>	<u>\$ 1,118,252</u>
Reconciliation From Budgetary Basis (modified accrual) to Full Accrual			
Depreciation		(6,573)	
Transfer from capital projects		(1,363,214)	
Capital project interest earnings		1,143	
Capital contributions - Capital Project Funds grant revenue		400,000	
Non-capitalizable expense from Capital Project Funds		(163,933)	
Capital outlay		509,625	
Change in OPEB liability		(47,206)	
Payment of debt principal		<u>166,457</u>	
Change in net position		<u>\$ 614,551</u>	

CITY OF GREENVILLE, NORTH CAROLINA

STORMWATER DRAINAGE CAPITAL PROJECT
 SCHEDULE OF REVENUES AND EXPENDITURES
 BUDGET AND ACTUAL (NON-GAAP)
 FROM INCEPTION AND FOR THE YEAR ENDED JUNE 30, 2013

	<u>Project Authorization</u>	<u>Prior Years</u>	<u>Current Year</u>	<u>Total</u>
Revenues:				
Restricted intergovernmental	\$ 400,000	\$ -	\$ 400,000	\$ 400,000
Interest earnings	204,000	308,651	1,143	309,794
Other revenue	-	600	-	600
Total revenues	<u>604,000</u>	<u>309,251</u>	<u>401,143</u>	<u>710,394</u>
Expenditures:				
Stormwater drainage projects	6,476,232	5,424,848	720,069	6,144,917
Total expenditures	<u>6,476,232</u>	<u>5,424,848</u>	<u>720,069</u>	<u>6,144,917</u>
Revenues over (under) expenditures	<u>(5,872,232)</u>	<u>(5,115,597)</u>	<u>(318,926)</u>	<u>(5,434,523)</u>
Other Financing Sources (Uses):				
Appropriated fund balance	379,892	-	-	-
Premium received on debt issue	-	22,607	-	22,607
Bonds issued	5,100,000	5,100,000	-	5,100,000
Transfers to other funds	(379,892)	-	(379,892)	(379,892)
Transfers from other funds	772,232	692,000	-	692,000
Total other financing sources (uses)	<u>5,872,232</u>	<u>5,814,607</u>	<u>(379,892)</u>	<u>5,434,715</u>
Revenues and other financing sources over (under) expenditures and other financing uses	<u>\$ -</u>	<u>\$ 699,010</u>	<u>\$ (698,818)</u>	<u>\$ 192</u>

CITY OF GREENVILLE, NORTH CAROLINA

STORMWATER DRAINAGE MAINTENANCE IMPROVEMENT CAPITAL PROJECT
 SCHEDULE OF REVENUES AND EXPENDITURES
 BUDGET AND ACTUAL (NON-GAAP)
 FROM INCEPTION AND FOR THE YEAR ENDED JUNE 30, 2013

	<u>Project Authorization</u>	<u>Prior Years</u>	<u>Current Year</u>	<u>Total</u>
Revenues:				
Interest earnings	-	156	-	156
Total revenues	<u>-</u>	<u>156</u>	<u>-</u>	<u>156</u>
Expenditures:				
Stormwater drainage projects	149,828	62,026	60,371	122,397
Total expenditures	<u>149,828</u>	<u>62,026</u>	<u>60,371</u>	<u>122,397</u>
Revenues over (under) expenditures	<u>(149,828)</u>	<u>(61,870)</u>	<u>(60,371)</u>	<u>(122,241)</u>
Other Financing Sources (Uses):				
Transfers to other funds	(1,081,172)	(97,850)	(983,322)	(1,081,172)
Transfers from other funds	1,231,000	1,231,000	-	1,231,000
Total other financing sources (uses)	<u>149,828</u>	<u>1,133,150</u>	<u>(983,322)</u>	<u>149,828</u>
Revenues and other financing sources over (under) expenditures and other financing uses	<u>\$ -</u>	<u>\$ 1,071,280</u>	<u>\$ (1,043,693)</u>	<u>\$ 27,587</u>

CITY OF GREENVILLE, NORTH CAROLINA

SANITATION FUND
 SCHEDULE OF REVENUES AND EXPENDITURES
 BUDGET AND ACTUAL (NON-GAAP)
 FOR THE YEAR ENDED JUNE 30, 2013

	<u>2013</u>		
	<u>Budget</u>	<u>Actual</u>	<u>Variance Over/Under</u>
Operating Revenues:			
Charges for services	\$ 7,020,640	\$ 6,470,029	\$ (550,611)
Grant revenue	10,480	20,287	9,807
Other revenue	<u>60,000</u>	<u>160,427</u>	<u>100,427</u>
Total operating revenues	<u>7,091,120</u>	<u>6,650,743</u>	<u>(440,377)</u>
Operating Expenditures:			
Operations and maintenance		2,154,897	
Salaries and benefits		3,730,024	
Capital outlay		56,287	
Indirect Cost Reimbursement	-	<u>749,041</u>	-
Total operating expenses	<u>7,230,292</u>	<u>6,690,249</u>	<u>540,043</u>
Revenues over (under) expenditures	<u>(139,172)</u>	<u>(39,506)</u>	<u>99,666</u>
Other Financing Sources (Uses):			
Appropriated fund balance	104,929	-	(104,929)
Transfers from General Fund	139,163	139,163	-
Transfers to General Fund	<u>(104,920)</u>	<u>(104,920)</u>	-
Total other financing sources (uses)	<u>139,172</u>	<u>34,243</u>	<u>(104,929)</u>
Revenues and other financing sources over (under) expenditures and other financing uses	<u>\$ -</u>	<u>(5,263)</u>	<u>\$ (5,263)</u>
Reconciliation From Budgetary Basis (modified accrual) to Full Accrual			
Depreciation		(50,518)	
Change in accrued compensation absences		(8,889)	
Change in OPEB liability		<u>(42,083)</u>	
Change in net position		<u>\$ (106,753)</u>	

CITY OF GREENVILLE, NORTH CAROLINA

INTERNAL SERVICE FUNDS
COMBINING STATEMENT OF FUND NET POSITION
JUNE 30, 2013

	Vehicle Replacement Fund	Health Insurance Fund	Fleet Maintenance Fund	Total
Assets:				
Current Assets:				
Cash, cash equivalents, and investments	\$ 7,248,194	\$ 2,361,199	\$ -	\$ 9,609,393
Accounts receivable	25,600	99,123	4,668	129,391
Prepaid items	-	-	150,960	150,960
Due from other governments	-	12	367,076	367,088
Total current assets	<u>7,273,794</u>	<u>2,460,334</u>	<u>522,704</u>	<u>10,256,832</u>
Noncurrent Assets:				
Other capital assets, net	9,452,698	-	-	9,452,698
Total assets	<u>16,726,492</u>	<u>2,460,334</u>	<u>522,704</u>	<u>19,709,530</u>
Liabilities:				
Current Liabilities:				
Accounts payable	-	1,834,996	147,946	1,982,942
Due to other funds	-	-	545,475	545,475
Total current liabilities	<u>-</u>	<u>1,834,996</u>	<u>693,421</u>	<u>2,528,417</u>
Net Position:				
Net investment in capital assets	9,452,698	-	-	9,452,698
Unrestricted	7,273,794	625,338	(170,717)	7,728,415
Total net position	<u>\$ 16,726,492</u>	<u>\$ 625,338</u>	<u>\$ (170,717)</u>	<u>\$ 17,181,113</u>

CITY OF GREENVILLE, NORTH CAROLINA

INTERNAL SERVICE FUNDS
 COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION
 FOR THE YEAR ENDED JUNE 30, 2013

	Vehicle Replacement Fund	Health Insurance Fund	Fleet Maintenance Fund	Total
Operating Revenues:				
Charges for services	\$ 3,151,508	\$ 11,531,635	\$ 3,776,250	\$ 18,459,393
Other operating revenues	533,295	-	-	533,295
Total operating revenues	<u>3,684,803</u>	<u>11,531,635</u>	<u>3,776,250</u>	<u>18,992,688</u>
Operating Expenses:				
Administration	-	551,792	-	551,792
Operations and maintenance	223,049	-	3,941,338	4,164,387
Depreciation	695,554	-	-	695,554
Claims and payments to third party administrators	-	11,250,124	-	11,250,124
Total operating expenses	<u>918,603</u>	<u>11,801,916</u>	<u>3,941,338</u>	<u>16,661,857</u>
Income (loss) before contributions and transfers	<u>2,766,200</u>	<u>(270,281)</u>	<u>(165,088)</u>	<u>2,330,831</u>
Transfers In (Out) and Capital Contributions:				
Transfers to other funds	(175,000)	-	-	(175,000)
Transfers from other funds	-	467,904	175,000	642,904
Total transfers in (out) and capital contributions:	<u>(175,000)</u>	<u>467,904</u>	<u>175,000</u>	<u>467,904</u>
Change in net position	<u>2,591,200</u>	<u>197,623</u>	<u>9,912</u>	<u>2,798,735</u>
Net Position:				
Beginning of year , July 1st	14,135,292	855,509	(180,629)	14,810,172
Prior period adjustment	-	(427,794)	-	(427,794)
Beginning of year - restated	<u>14,135,292</u>	<u>427,715</u>	<u>(180,629)</u>	<u>14,382,378</u>
End of year , June 30th	<u>\$ 16,726,492</u>	<u>\$ 625,338</u>	<u>\$ (170,717)</u>	<u>\$ 17,181,113</u>

CITY OF GREENVILLE, NORTH CAROLINA

VEHICLE REPLACEMENT INTERNAL SERVICE FUND
 SCHEDULE OF REVENUES AND EXPENDITURES
 FINANCIAL PLAN AND ACTUAL (NON-GAAP)
 FOR THE YEAR ENDED JUNE 30, 2013

	2013		
	<u>Financial Plan</u>	<u>Actual</u>	<u>Variance Over/Under</u>
Operating Revenues:			
Charges for services	\$ 3,769,058	\$ 3,151,508	\$ (617,550)
Other operating revenues	-	533,295	533,295
Total operating revenues	<u>3,769,058</u>	<u>3,684,803</u>	<u>(84,255)</u>
Operating Expenditures:			
Capital outlay	<u>4,961,280</u>	<u>3,019,129</u>	<u>1,942,151</u>
Total operating expenditures			
Revenues over (under) expenditures	<u>(1,192,222)</u>	<u>665,674</u>	<u>1,857,896</u>
Other Financing Sources (Uses):			
Transfers to other funds	(175,000)	(175,000)	-
Fund balance appropriated	<u>1,639,659</u>	<u>-</u>	<u>(1,639,659)</u>
Total other financing sources (uses)	<u>1,192,222</u>	<u>(175,000)</u>	<u>(1,367,222)</u>
Revenues and other financing sources over (under) expenditures and other financing uses	<u>\$ -</u>	<u>490,674</u>	<u>\$ 490,674</u>
Reconciliation from financial plan basis (modified accrual) to full accrual:			
Depreciation		(695,554)	
Capital asset purchased		<u>2,796,080</u>	
Change in net position		<u>\$ 2,591,200</u>	

CITY OF GREENVILLE, NORTH CAROLINA

HEALTH INSURANCE INTERNAL SERVICE FUND
 SCHEDULE OF REVENUES AND EXPENDITURES
 FINANCIAL PLAN AND ACTUAL (NON-GAAP)
 FOR THE YEAR ENDED JUNE 30, 2013

	<u>2013</u>		
	<u>Financial Plan</u>	<u>Actual</u>	<u>Variance Over/Under</u>
Operating Revenues:			
Charges for services	\$ 12,513,536	\$ 11,531,635	\$ (981,901)
Total operating revenues	<u>12,513,536</u>	<u>11,531,635</u>	<u>(981,901)</u>
Operating Expenditures:			
Administration		551,792	
Payment to third party administrator	-	11,250,124	-
Total operating expenditures	<u>12,513,536</u>	<u>11,801,916</u>	<u>711,620</u>
Revenues over (under) expenditures	<u>-</u>	<u>(270,281)</u>	<u>(270,281)</u>
Other financing sources (uses):			
Transfers from other funds	-	467,904	467,904
Total other financing sources (uses)	<u>-</u>	<u>467,904</u>	<u>467,904</u>
Revenues and other financing sources over (under) expenditures and other financing uses	<u>\$ -</u>	197,623	<u>\$ 197,623</u>
Reconciliation from financial plan basis (modified accrual) to full accrual:			
Change in net position		<u>\$ 197,623</u>	

CITY OF GREENVILLE, NORTH CAROLINA

FLEET MAINTENANCE INTERNAL SERVICE FUND
 SCHEDULE OF REVENUES AND EXPENDITURES
 FINANCIAL PLAN AND ACTUAL (NON-GAAP)
 FOR THE YEAR ENDED JUNE 30, 2013

	2013		
	<u>Financial Plan</u>	<u>Actual</u>	<u>Variance Over/Under</u>
Operating Revenues:			
Charges for services	\$ 4,192,441	\$ 3,776,250	\$ (416,191)
Total operating revenues	<u>4,192,441</u>	<u>3,776,250</u>	<u>(416,191)</u>
Operating Expenditures:			
Salaries and benefits		1,170,480	
Operating and maintenance		2,759,147	
Capital outlay	-	11,711	-
Total operating expenditures	<u>4,368,621</u>	<u>3,941,338</u>	<u>427,283</u>
Revenues over (under) expenditures	<u>(176,180)</u>	<u>(165,088)</u>	<u>11,092</u>
Other Financing Sources (Uses):			
Transfers from other funds	175,000	175,000	-
Appropriated fund balance	1,180	-	(1,180)
Total other financing sources (uses)	<u>176,180</u>	<u>175,000</u>	<u>(1,180)</u>
Revenues and other financing sources over (under) expenditures and other financing uses	<u>\$ -</u>	<u>\$ 9,912</u>	<u>\$ 9,912</u>
Reconciliation from financial plan basis (modified accrual) to full accrual:			
Change in net position		<u>\$ 9,912</u>	



City of Greenville, North Carolina

Meeting Date: 10/7/2013
Time: 6:00 PM

Title of Item: Presentation of Results of Branding Initiative

Explanation: **Abstract:** The results of the branding initiative are presented by North Star Destination Strategies for consideration of adoption by the City Council.

Explanation: In November of 2012, the City and the Convention and Visitors Authority entered into a partnership to conduct a branding and marketing campaign for both organizations. The intent of the campaign is to develop a brand which can be utilized by both organizations for the attraction of businesses, residents, and tourists, as well as to elevate the general perception of the community through consistent branding.

North Star Destination Strategies was selected from a group of local, state, and national firms as the most qualified to conduct the scope of work. The City Council awarded North Star the contract in November of 2012.

North Star Vice President Ed Barlow will present the findings and results of their work for City Council's consideration for adoption.

Fiscal Note: Implementation of the new brand will take place over time. Some items with expected long shelf-life (such as newer vehicles or signs) may be re-worked or restriped with the new logo in the coming months. Older equipment will simply be replaced with new equipment according to the normal replacement schedules over the next few years. Staff will develop an implementation plan for the new brand upon adoption by City Council.

The City Manager's Office budget has an allocation of \$53,500 to begin the process this fiscal year. Additional funds are available in departmental budgets to accommodate normal supplies. Similar funds may be required over the next few years as the City continues to build its brand with consistent look, feel, and messaging.

Recommendation: Accept the report and adopt the City's new brand.

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

Attachments / click to download



City of Greenville, North Carolina

Meeting Date: 10/7/2013
Time: 6:00 PM

Title of Item: Consideration of Conceptual Design and M/WBE Plan for the Uptown Parking Deck

Explanation: **Abstract:** Development of a parking deck in Greenville's Uptown Commercial District was identified as a goal by City Council for the current year. City Council has selected Walker Parking Consultants as the lead design firm and Barnhill Contracting as the construction manager for the project. With City Council approval of a conceptual design package and M/WBE participation plan for the parking deck, work by Walker Parking and Barnhill Contracting can continue.

Explanation: Review of opportunities for construction of a parking deck in Greenville's Uptown Commercial District was identified as a goal by City Council for the current year. In December 2012, the Greenville City Council authorized staff to move forward with construction of a parking deck at an existing City parking lot at the corner of 4th and Cotanche Streets. In May 2013, City Council selected Barnhill Contracting Company to serve as construction manager for the parking deck, and in August 2013 City Council selected Walker Parking Consultants as the lead designer for the parking deck.

Following selection of the construction management and design firms, a team of City and consultant staff has been studying the selected parking deck site and developing conceptual plans for how a 250-275 space parking deck might be constructed on that site. City staff, with assistance from Uptown Greenville, Inc., also organized a public input session which took place on September 9, 2013. Approximately 50 people attended the session and provided valuable input regarding the desired operation and appearance of the parking deck. City and consultant staff have also organized a series of meetings with officers and staff liaisons from key City boards and commissions to include the Environmental Advisory Commission, Public Transportation and Parking Commission, Redevelopment Commission, Historic Preservation Commission, and Uptown Greenville, Inc. The purpose of these meetings is to ensure that

these important stakeholders have an active voice in the project.

Input from both the public meeting as well as these stakeholder meetings has helped the project's designers develop preliminary conceptual plans for both the building and surrounding site that are a reflection of the needs and vision of Uptown Greenville merchants, property owners, and the greater community. The location of the parking deck at the site selected by City Council provides a unique opportunity to not only provide increased parking for Greenville's Uptown Commercial District but also to create new, vibrant urban spaces around the parking deck. Lively pedestrian connections are planned from 5th Street, Evans Street, Cotanche Street, and 4th Street, all of which will turn dead-end and unsightly alleys into attractive and user friendly connections.

In addition to developing conceptual plans for the parking deck and surrounding connections, staff has followed up on a City Council request to explore the use of solar panels on the top level of the parking deck. While staff is aware of several examples around the region where the use of solar panels have been incorporated into the design and operations of a parking deck, these examples have typically been on decks with greater top level surface areas and have also included significant government subsidies to the solar energy equipment provider and/or operator.

While a more detailed report will be offered to City Council during the briefing for this agenda item, it appears that installation of solar panels on the top level of the uptown deck would require an additional investment of approximately \$375,000. Such an investment could be made by the City, in which case there would be a lengthy break-even threshold, or the investment might be made by a private sector company specializing in renewable energy. The private investment scenario is a possibility, but there are some factors weighing against this option to include expiring renewable energy tax credits as well as power agency regulations that limit the purchase of energy generated from solar systems.

One of the statutory requirements for use of the construction manager at risk project delivery method is that a minority participation plan be approved prior to commencement of the procurement process of first-tier subcontractors. Development and adoption of such a plan ensures that minority and women-owned businesses along with other historically underutilized businesses have full access to the bidding process for various portions of the parking deck construction process. Although Barnhill Contracting will ultimately be responsible for delivery of the parking deck at a previously agreed-to price, they will utilize a wide range of subcontractors on the project and, as such, significant opportunities exist for participation. Historically, Barnhill Contracting has a strong record of participation by minority and women-owned firms in their public construction projects with minority-firm participation approaching 50% in several recent projects. A copy of Barnhill's proposed M/WBE participation plan is included in this agenda package for review.

Fiscal Note:

The current project schedule calls for bidding of the pre-cast elements of the structure to takeplace in October while bidding for other construction components of the parking deck project will take place in February 2014. The cost of the completed parking deck is not expected to exceed the established project budget of \$4,026,240.

Recommendation:

Accept the recommended conceptual plans for the parking deck and approve the M/WBE participation plan. Staff further recommends that a public solicitation be initiated to run parallel with parking deck construction to seek out solar energy companies with an interest in installing solar energy arrays on the top floor of the uptown parking deck. This process will not delay construction of the parking deck nor will it add any additional construction costs.

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

Attachments / click to download

 [Parking Deck](#)

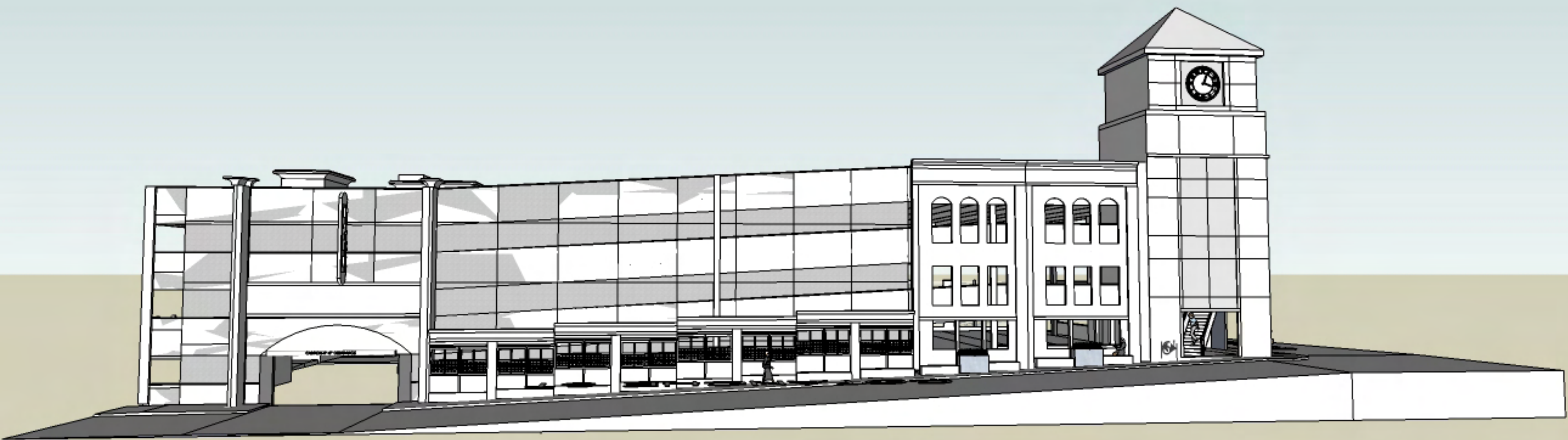
 [MWBE Plan](#)

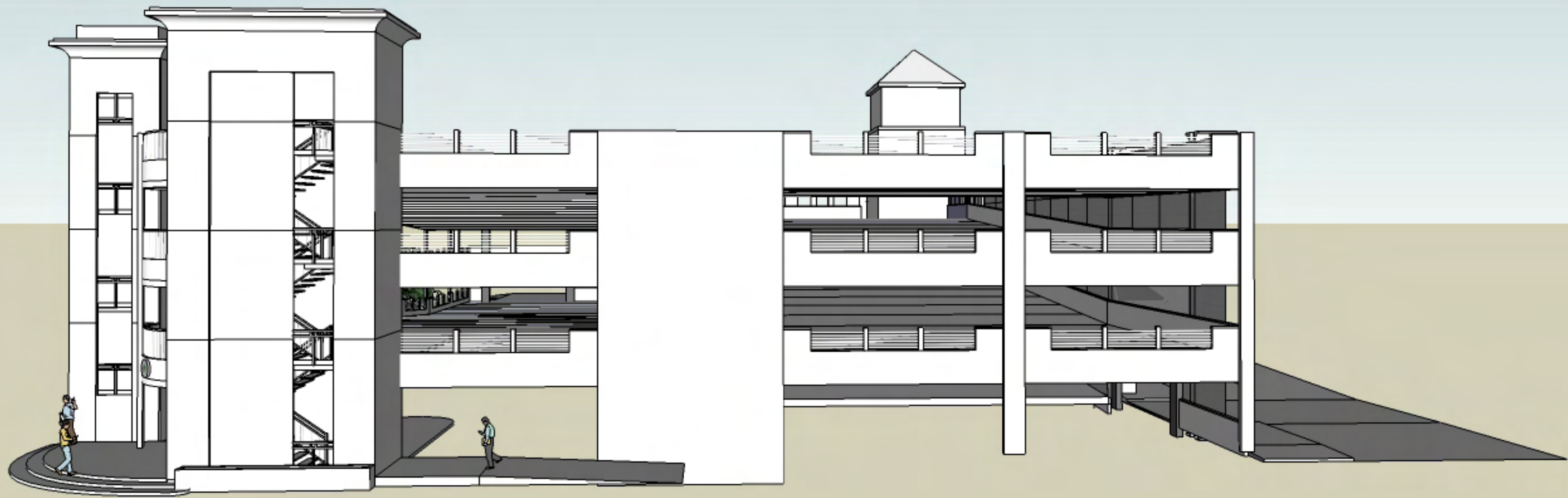


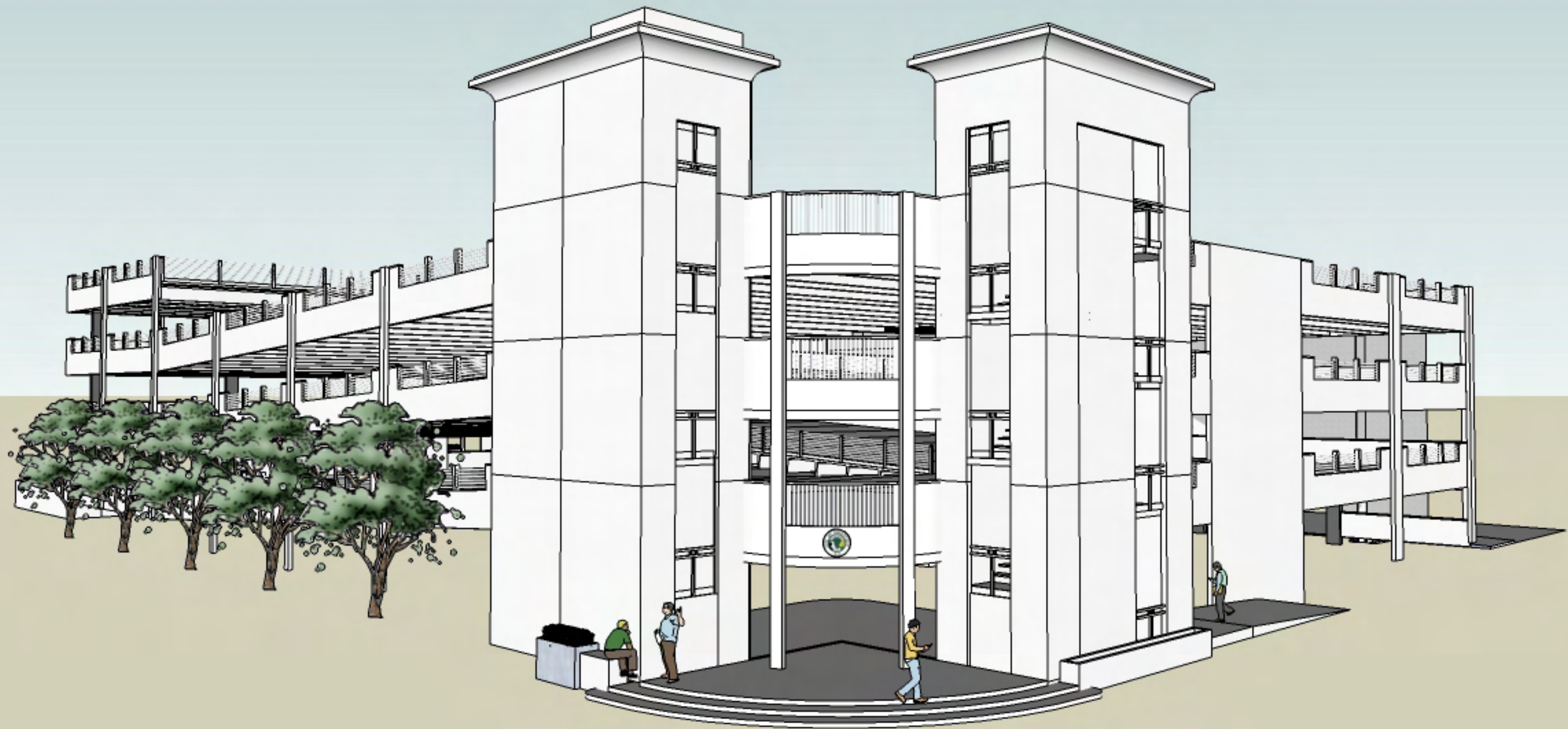
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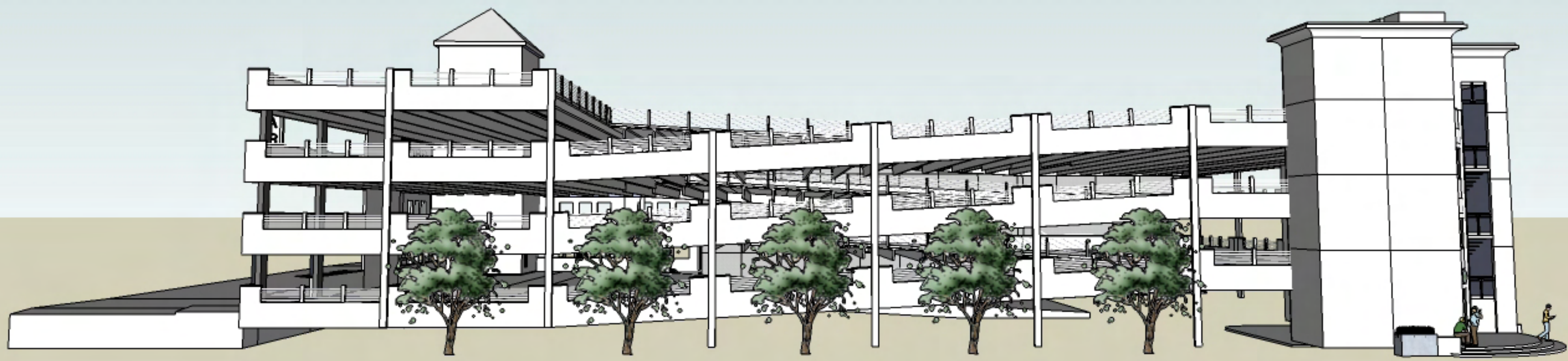
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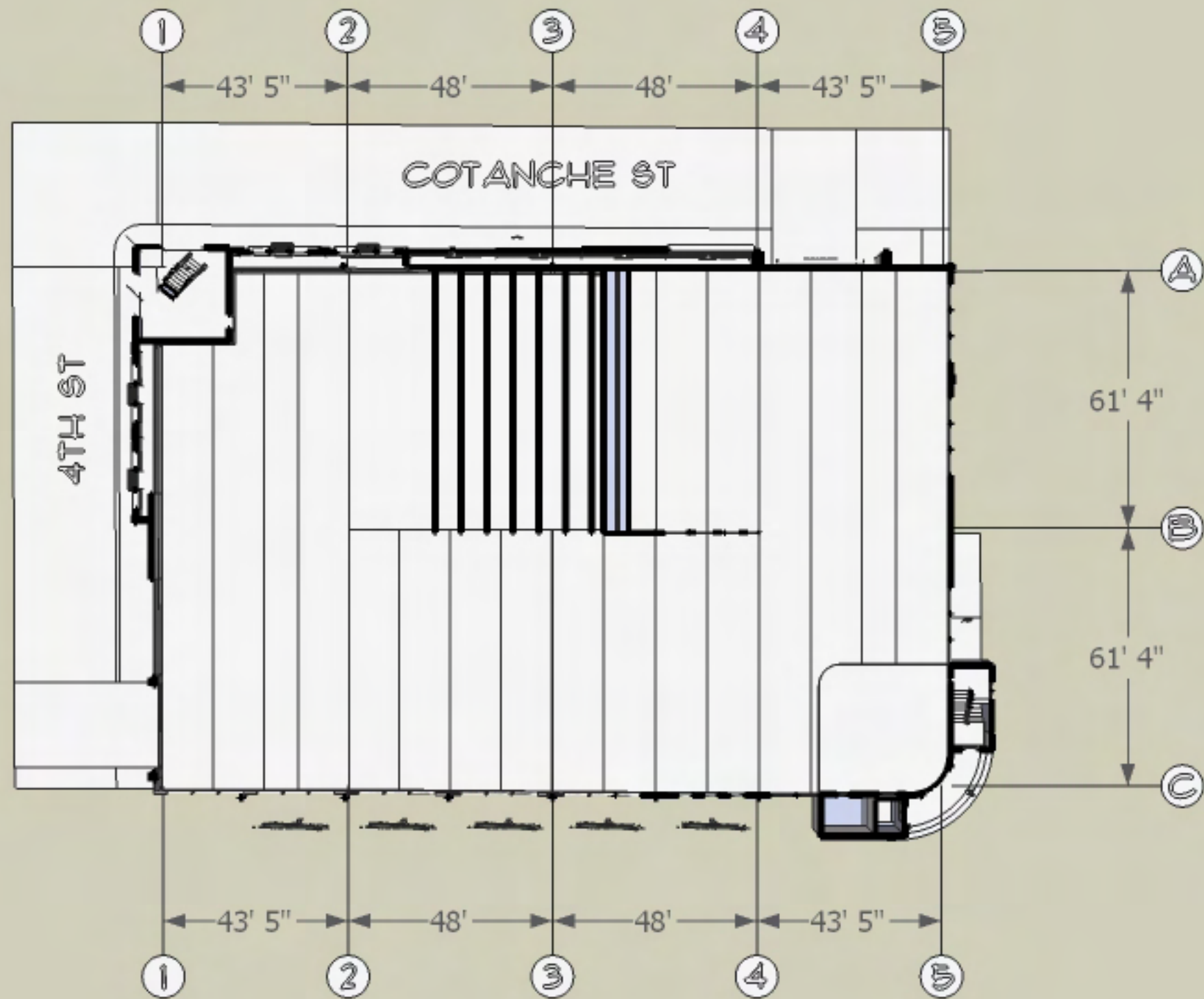


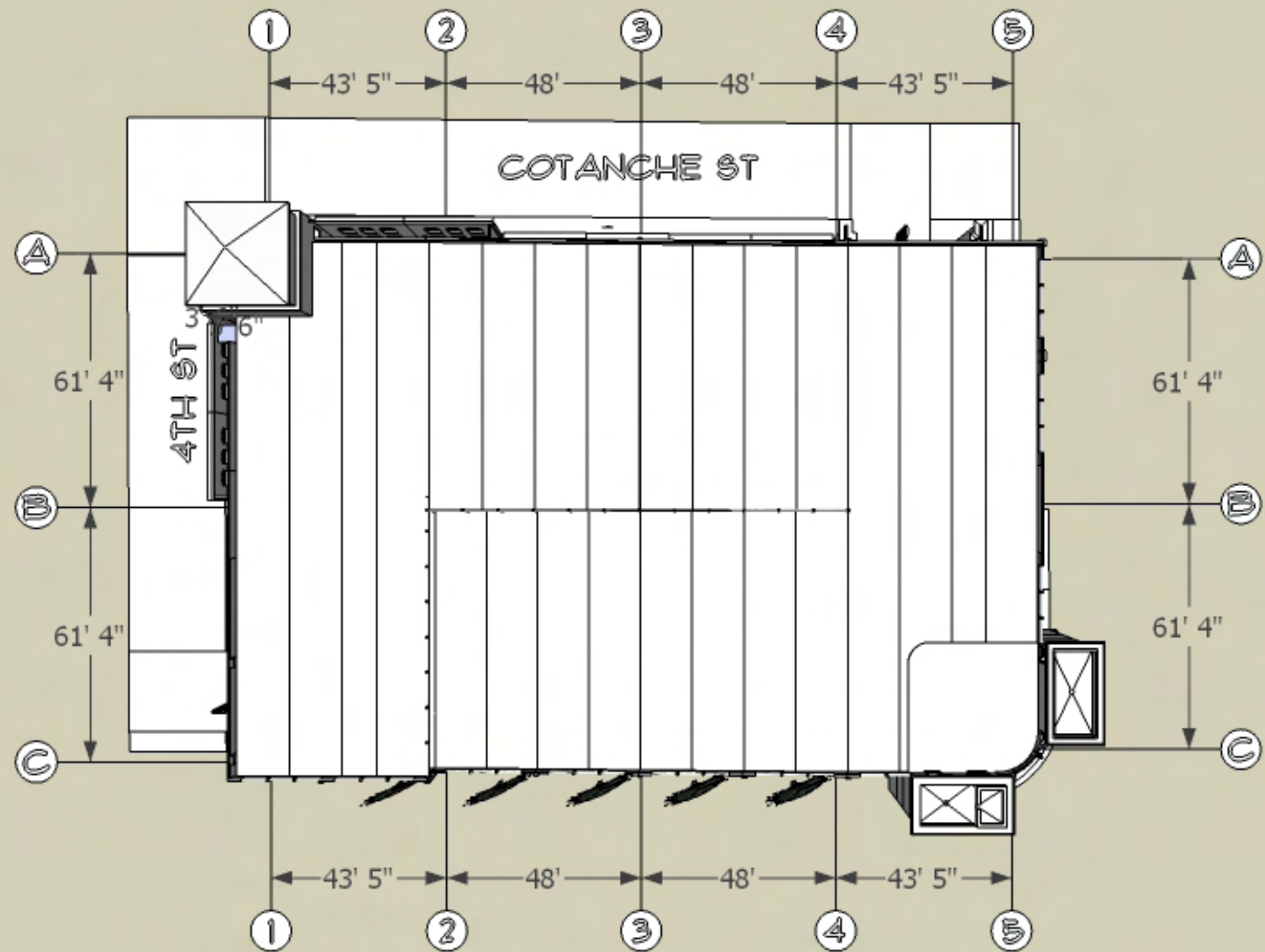












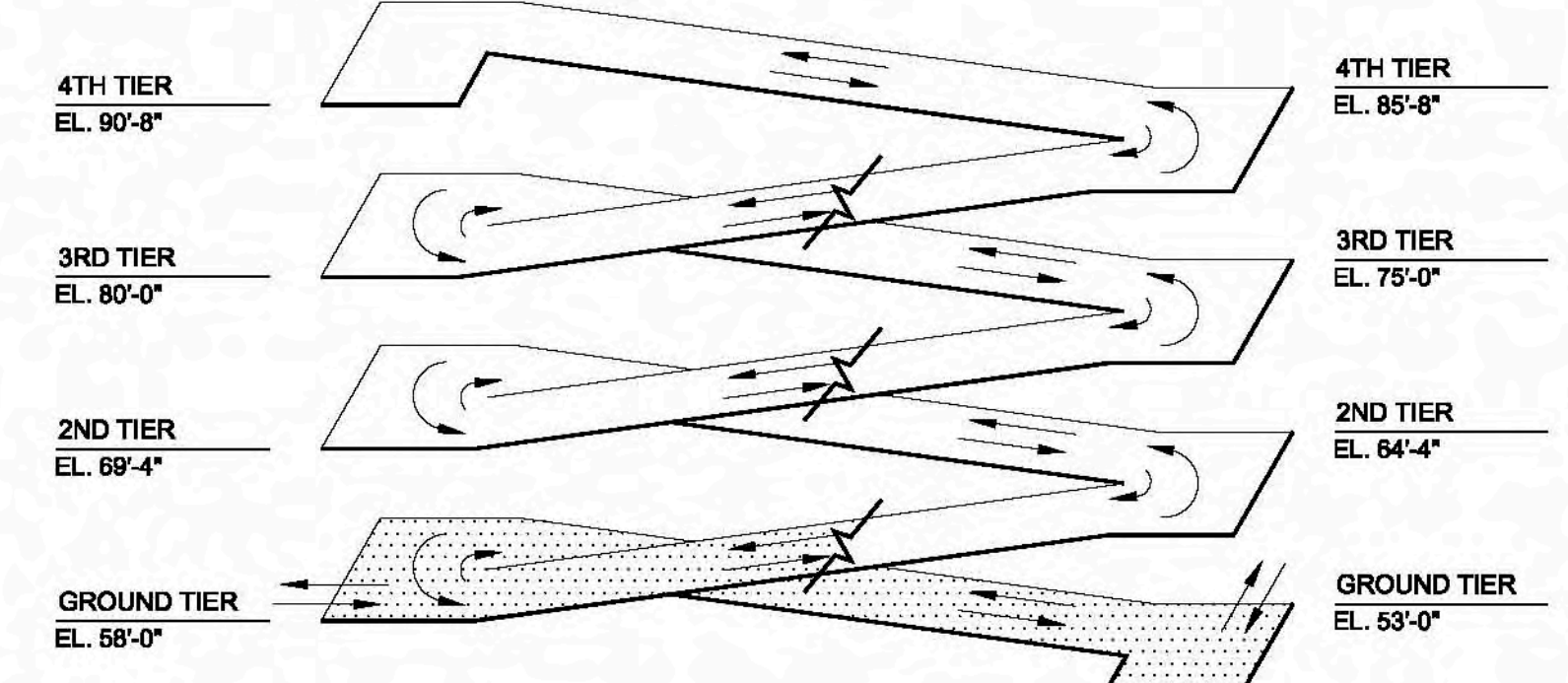
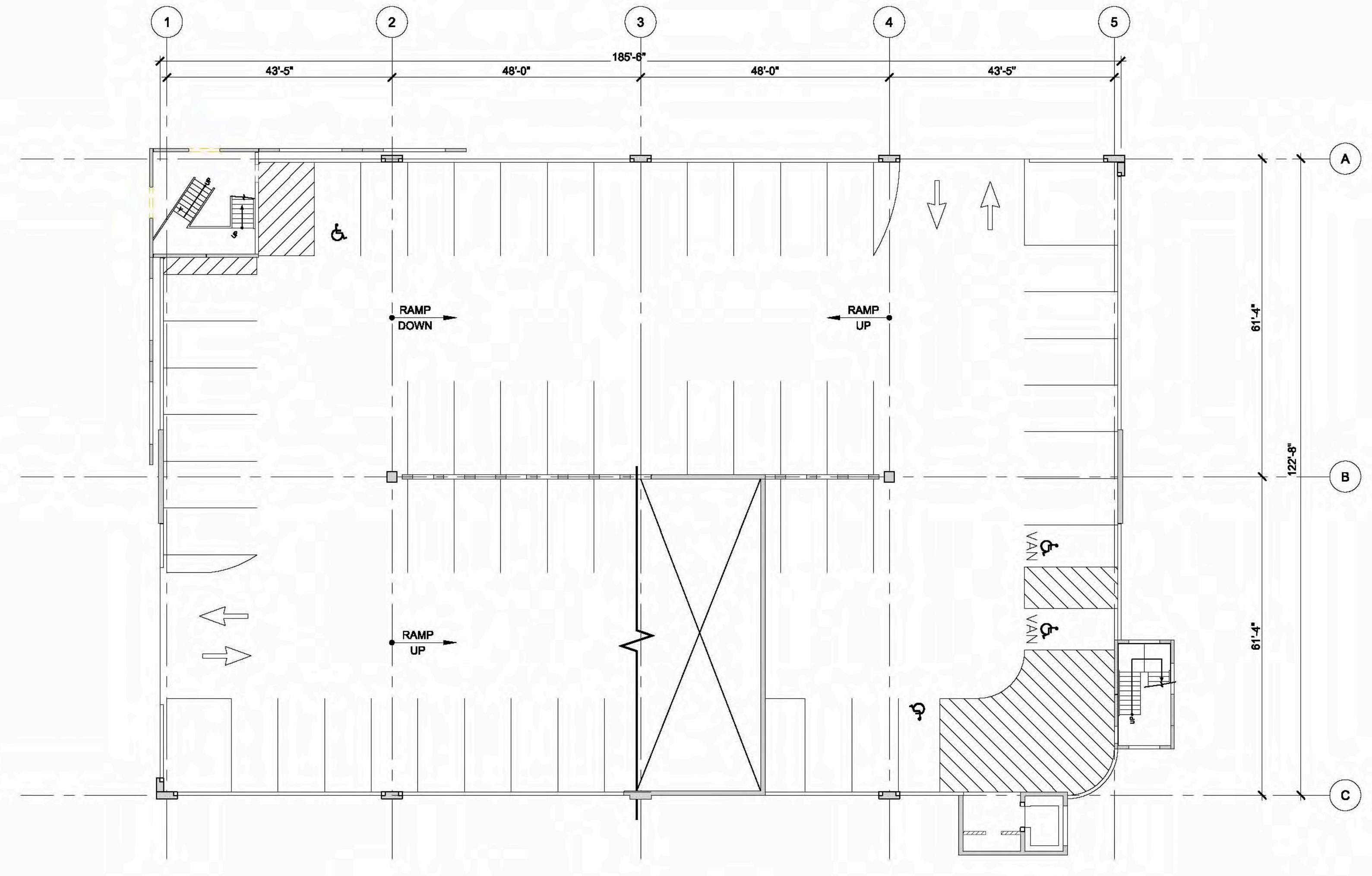
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MARK	DATE	DESCRIPTION	ISSUE
08/27/2013		SCHEMATIC DESIGN	

PROJECT NO: 19-1017.00
 DRAWN BY: JMH
 CHECKED BY: JDR

SHEET TITLE:
GROUND TIER PLAN

AG-101



SIGN KEY
 (TYPICAL ALL TIERS)



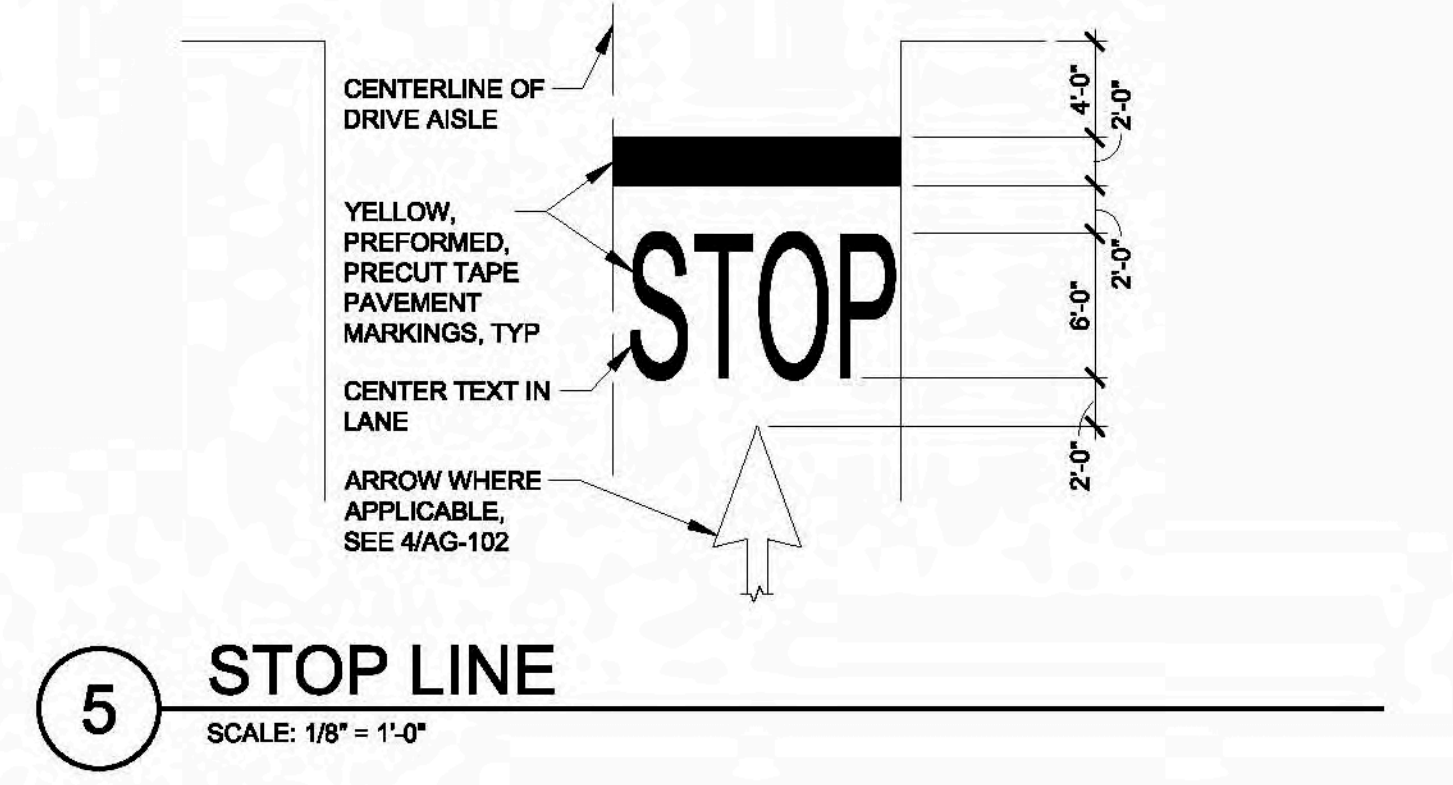
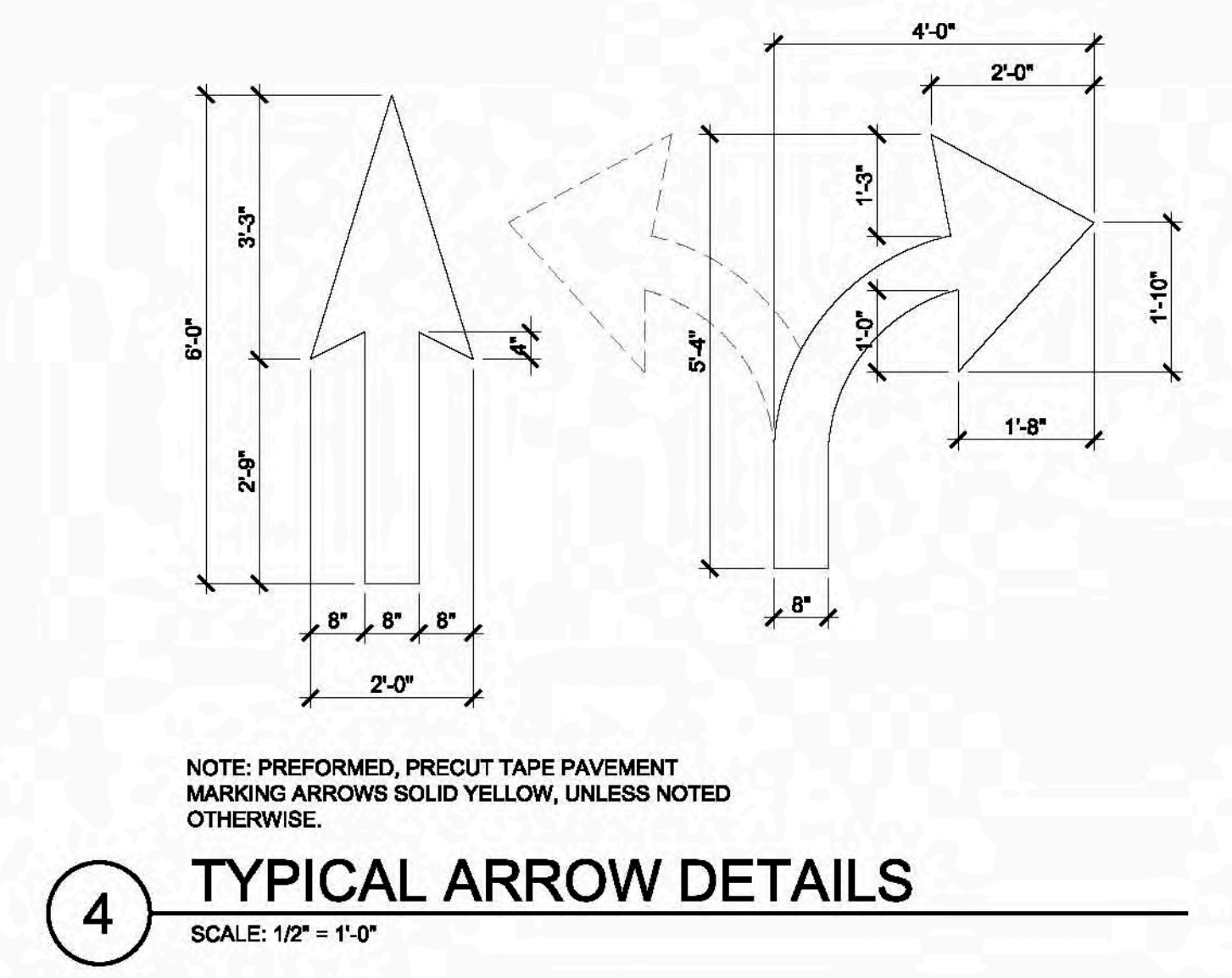
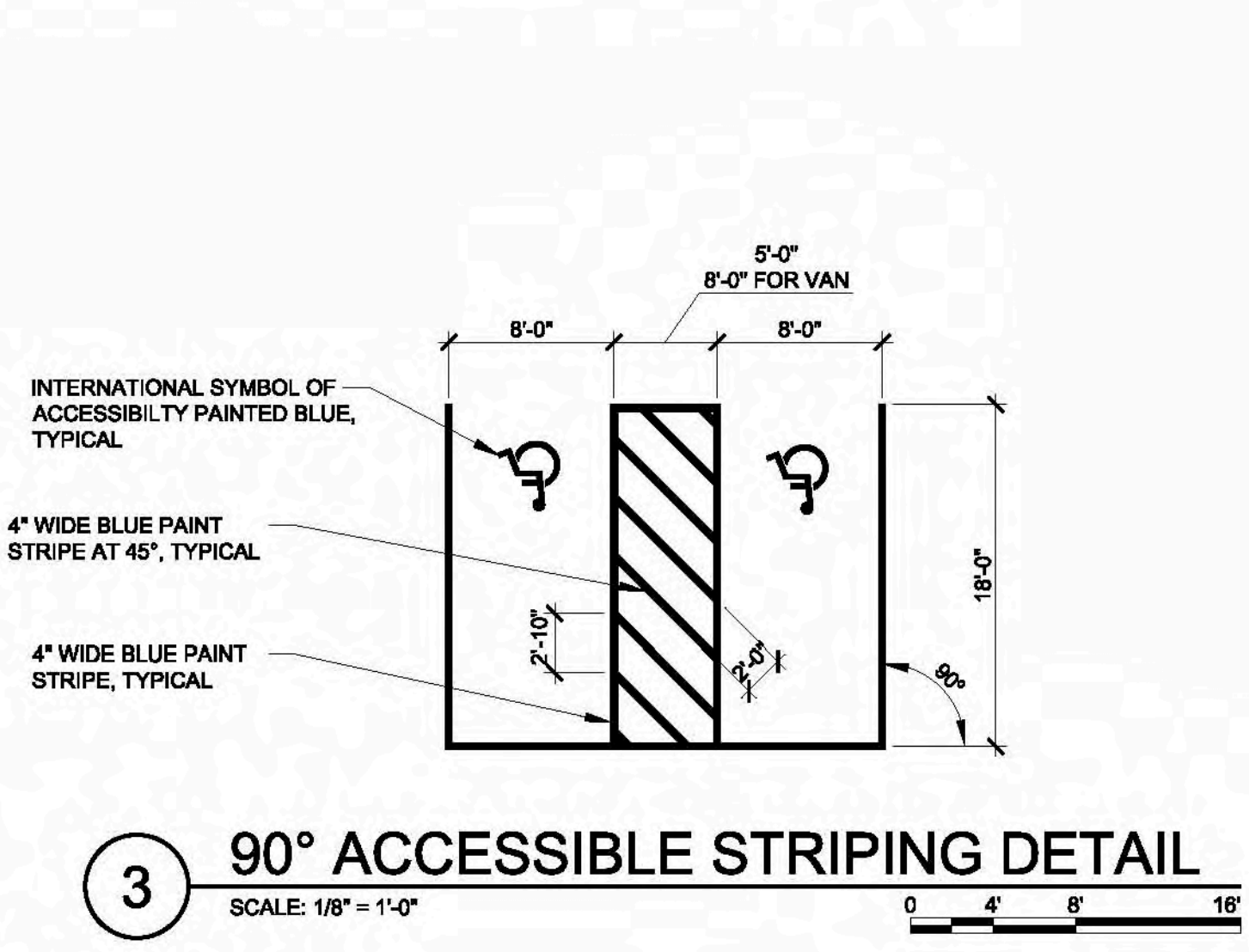
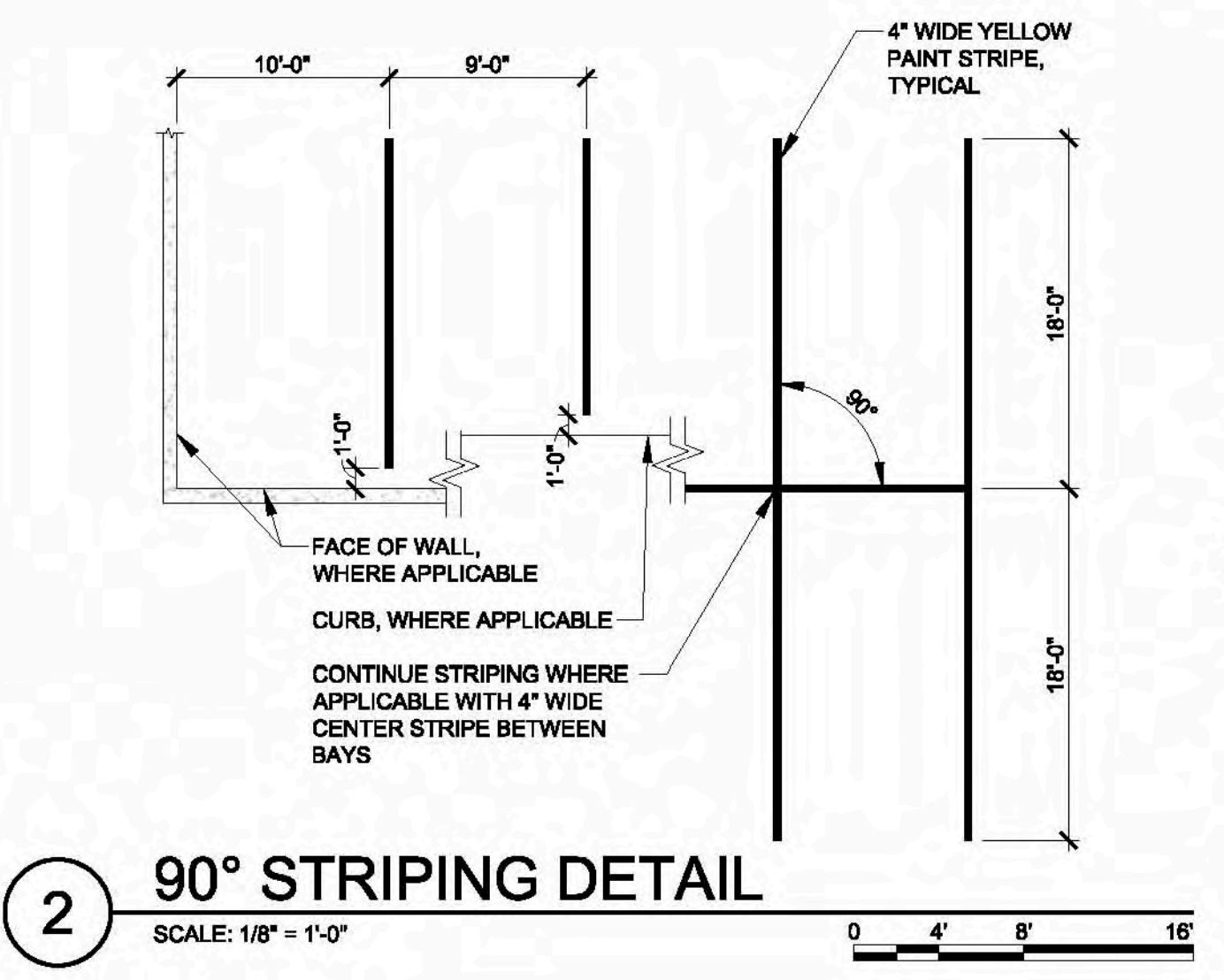
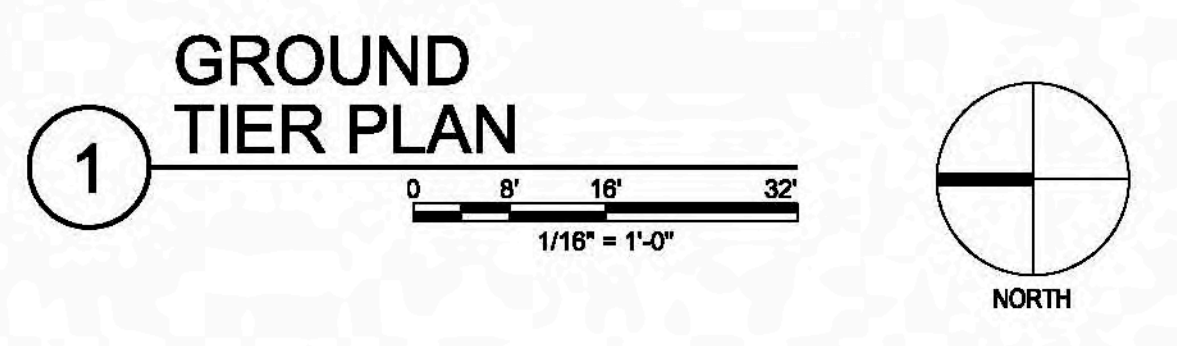
NOTE: SEE SHEETS AG-801 - AG-803 FOR SIGN SCHEDULE, GRAPHICS DETAILS, AND SIGN MOUNTING DETAILS.

SHEET NOTES:

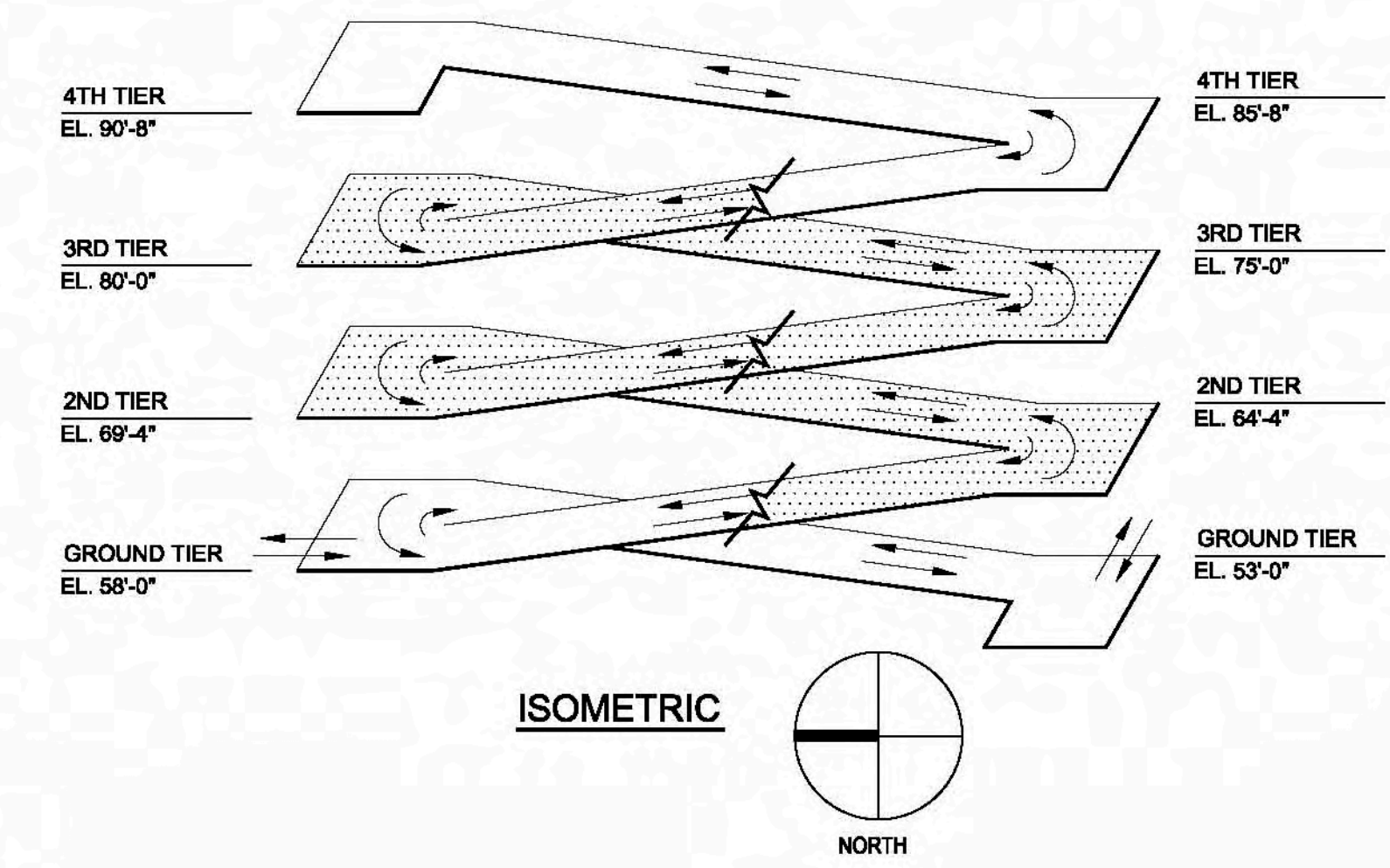
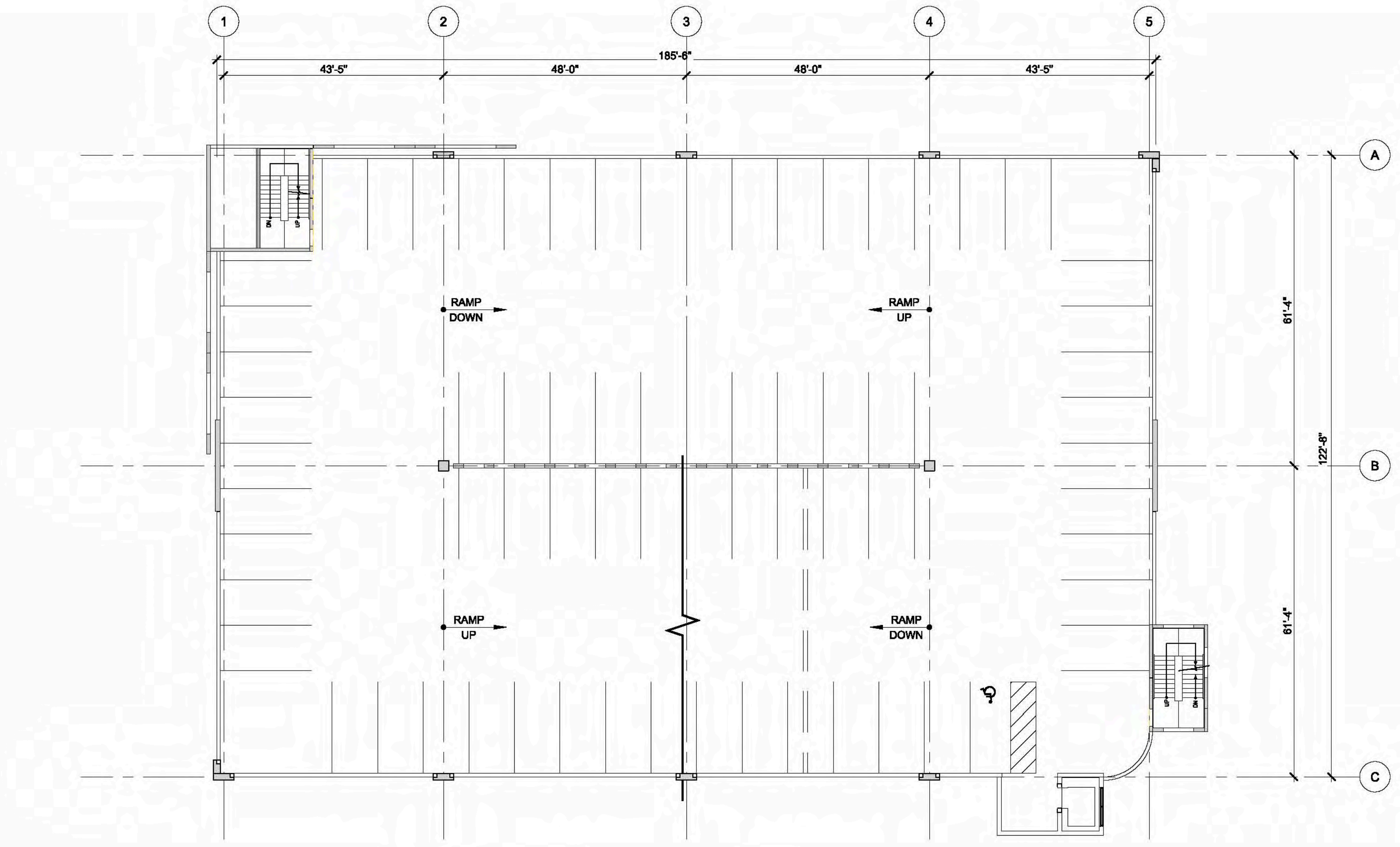
- FOR STRIPING DETAILS AND PAVEMENT MARKINGS SEE THIS SHEET.
- FOR BOLLARD DETAILS SEE SHEET AG-102.
- INDICATES PAINTED CROSS HATCH AREA WITH 4" WIDE STRIPES AT 45° AT 2'-0" OC.
- USE PREFORMED, PRECUT TAPE PAVEMENT MARKINGS FOR ALL SYMBOLS, ARROWS, CROSSWALKS AND MARKINGS EXCEPT STALL STRIPES, HATCHING, AND ACCESSIBLE SYMBOL.

CAR COUNT
 9'-0" 90° STANDARD SPACE

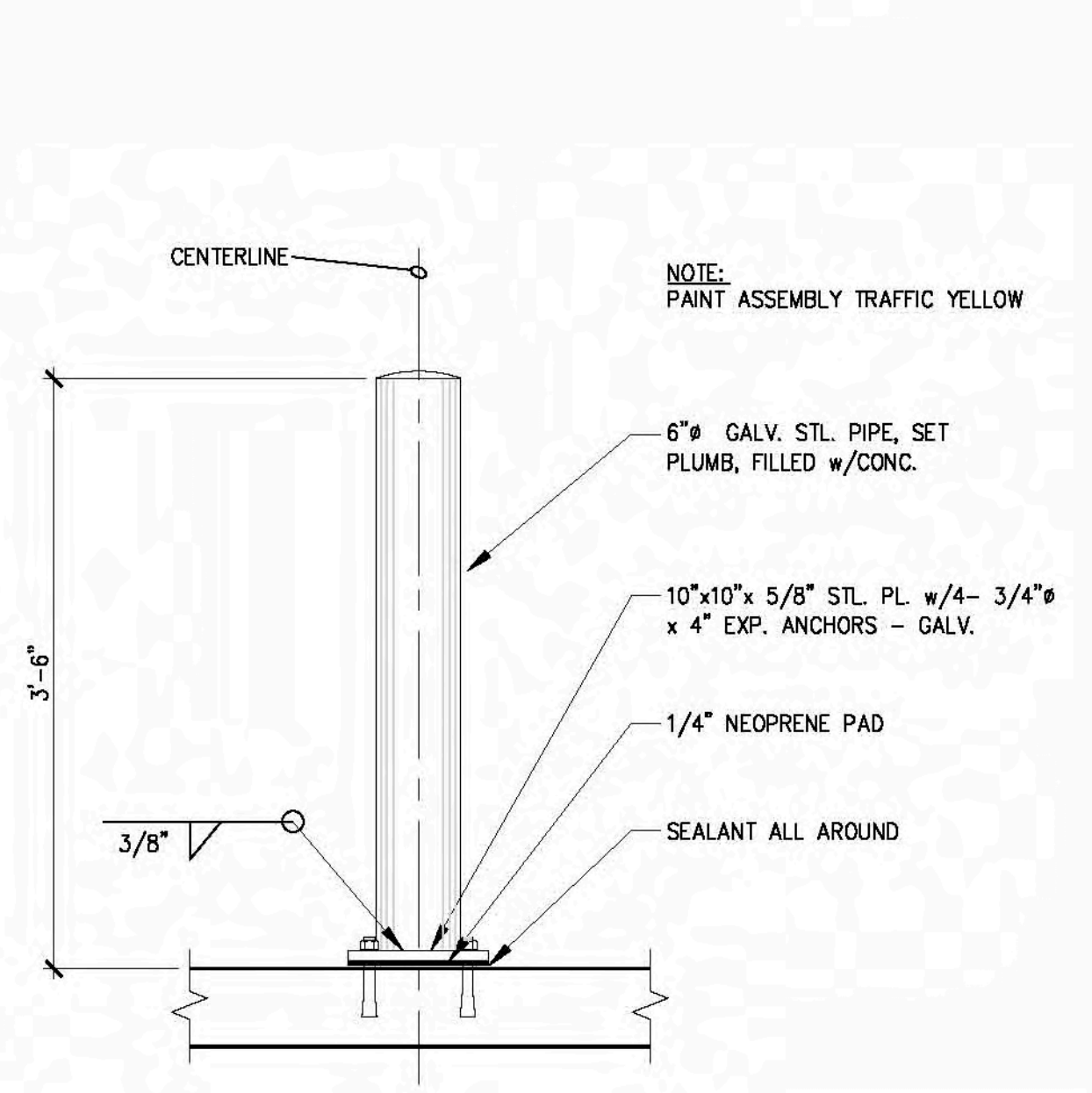
TIER	STANDARD	CAR ACCESSIBLE	VAN ACCESSIBLE	TOTAL
GROUND	51	2	2	55
SECOND	88	1	0	89
THIRD	88	1	0	89
TOP	56	1	0	57
TOTAL	243	5	2	250



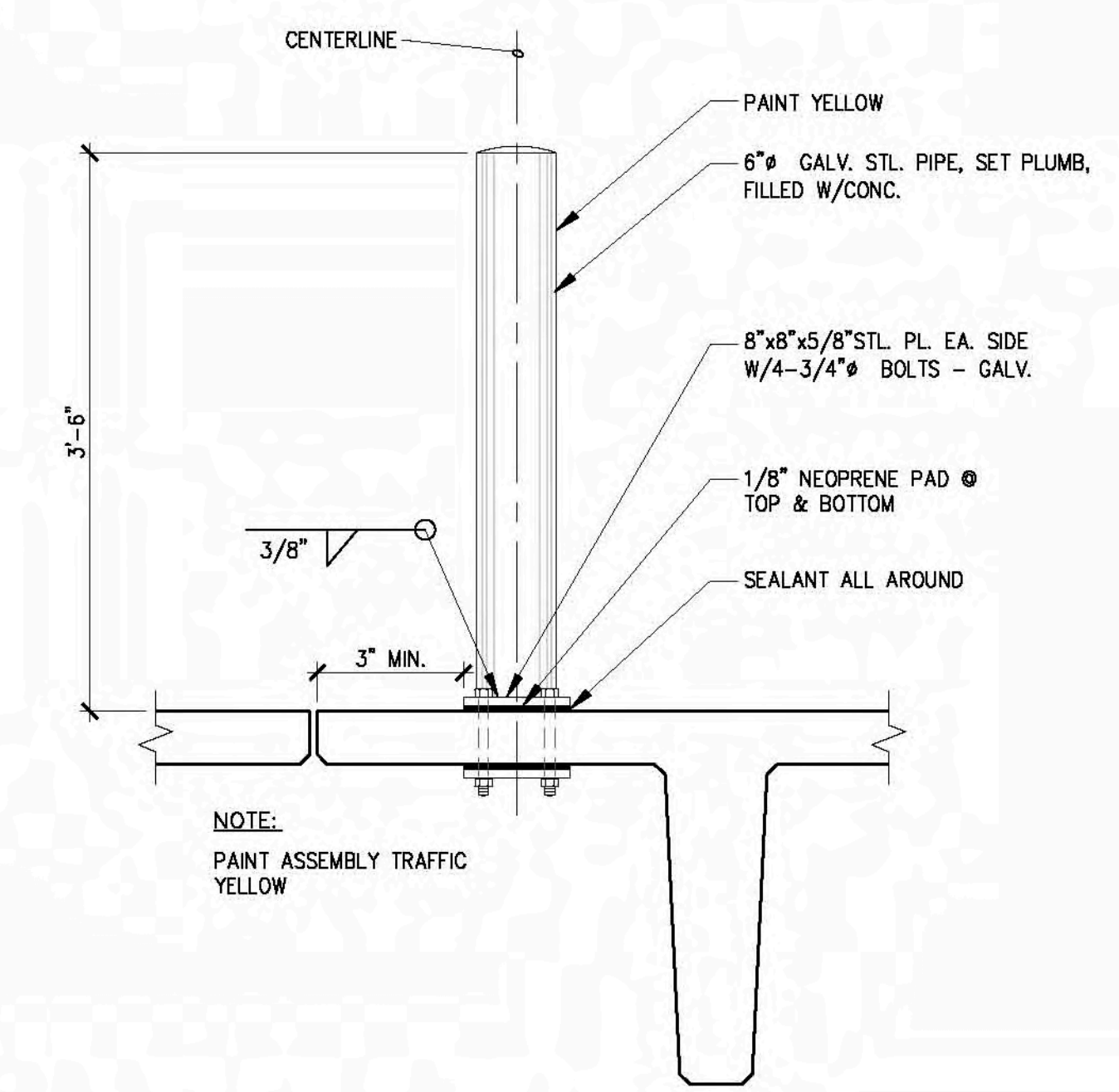
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1 TYPICAL TIER PLAN
 0 8' 16' 32'
 1/16" = 1'-0"
 NORTH



2 PIPE BOLLARD DETAIL



3 PIPE BOLLARD DETAIL

SHEET NOTES:
 1. SEE SHEET AG-101 FOR TYPICAL SHEET NOTES.

WALKER
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 13850 Ballantyne Corporate Place
 Suite 500
 Charlotte, NC 28277
 704.387.4960 (PH)
 www.walkerparking.com
 Walker Parking Consultants/Engineers, Inc.
 Firm Certificate of Authority Number: 00000004

Printed Name & Discipline
 E007 / POKR License Number: 000000

OWNERS AND/OR SUBS LOGO

CITY OF GREENVILLE
PARKING STRUCTURE
 GREENVILLE NORTH CAROLINA

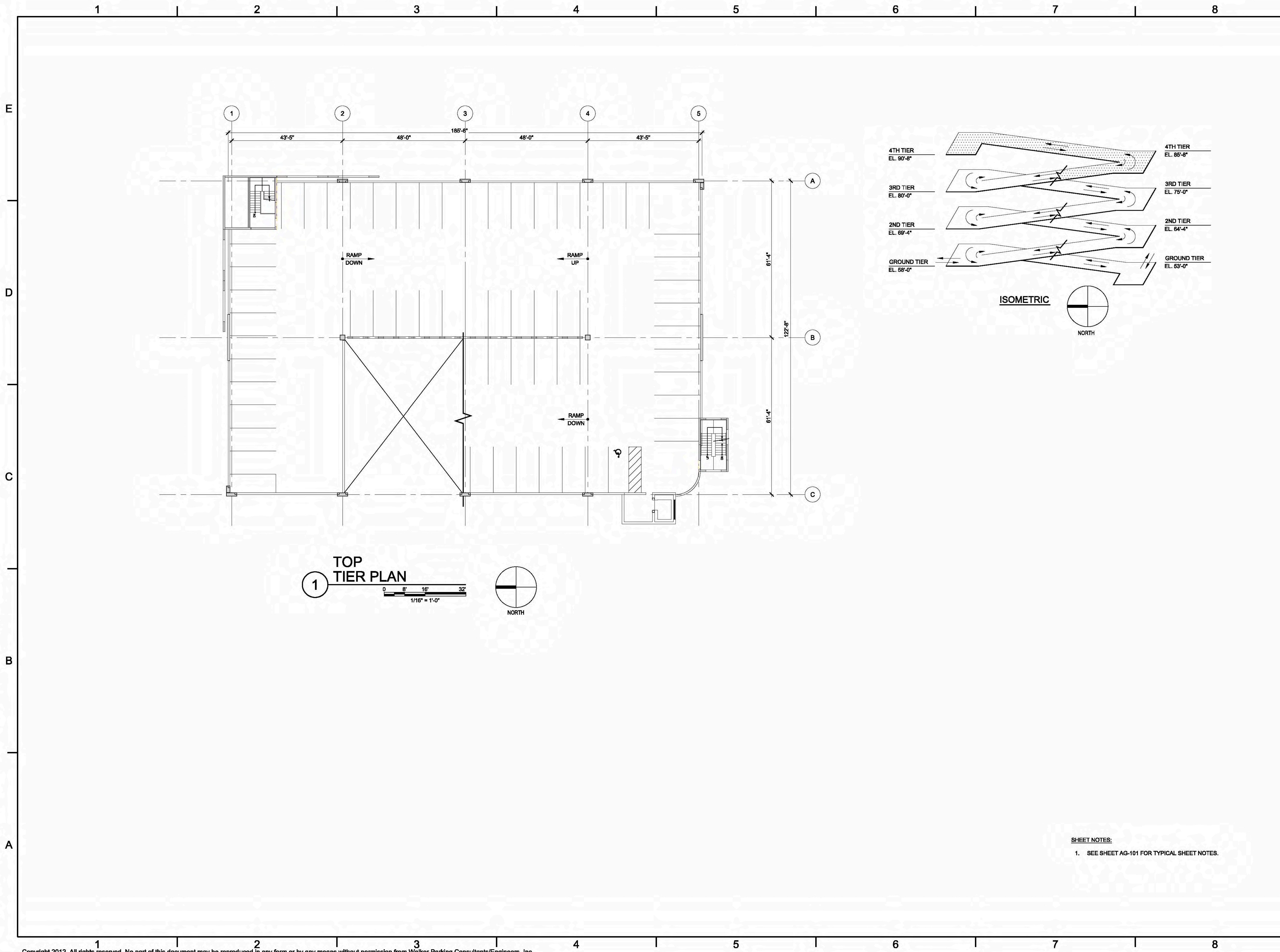
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	08/27/2013			

PROJECT NO: 19-1017.00
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 CHECKED BY: JDR

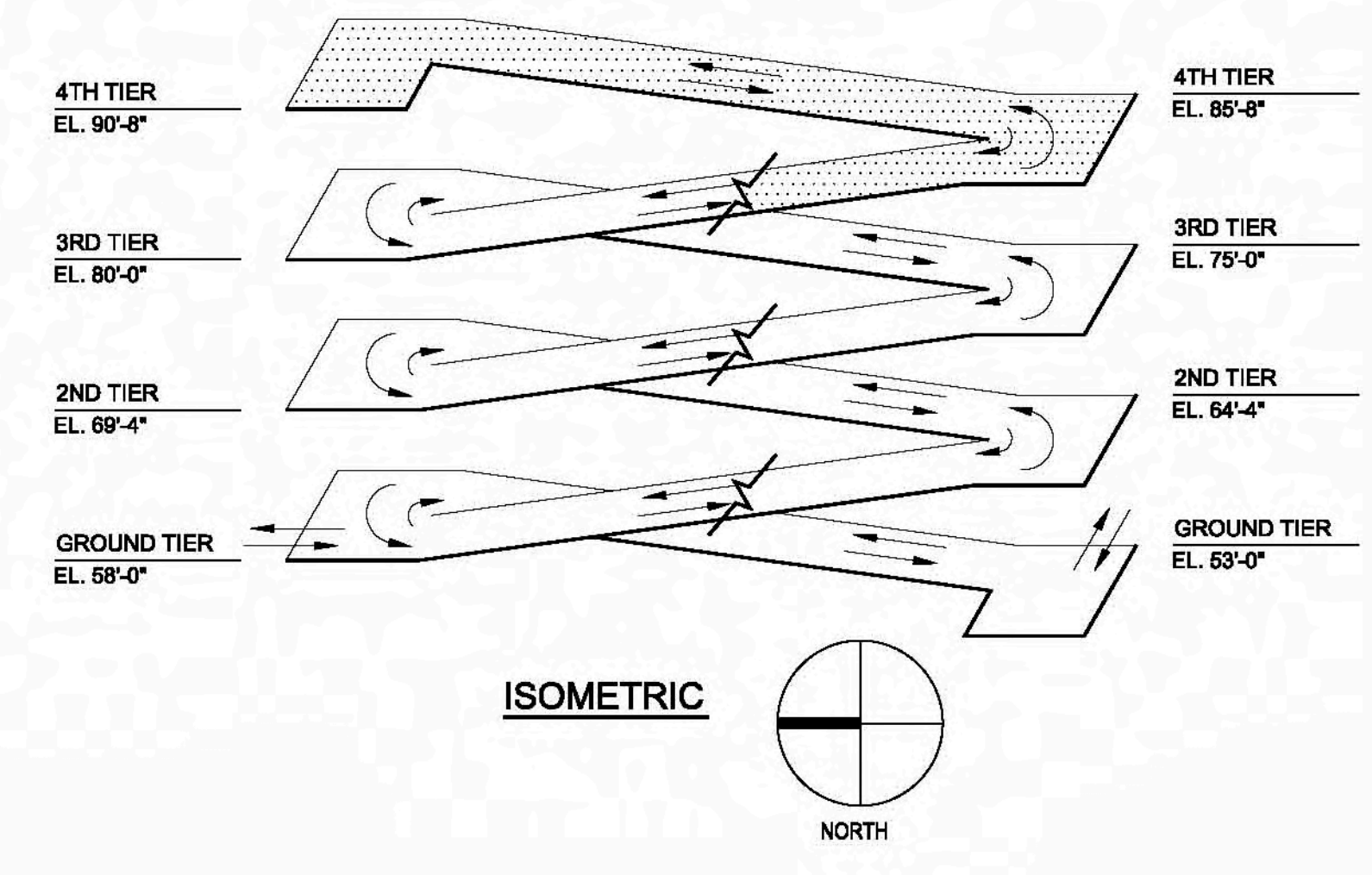
SHEET TITLE:
TYPICAL TIER PLAN

AG-102

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1 TOP TIER PLAN
 0 8' 16' 32'
 1/16" = 1'-0"
 NORTH



SHEET NOTES:
 1. SEE SHEET AG-101 FOR TYPICAL SHEET NOTES.

WALKER
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	08/27/2013			

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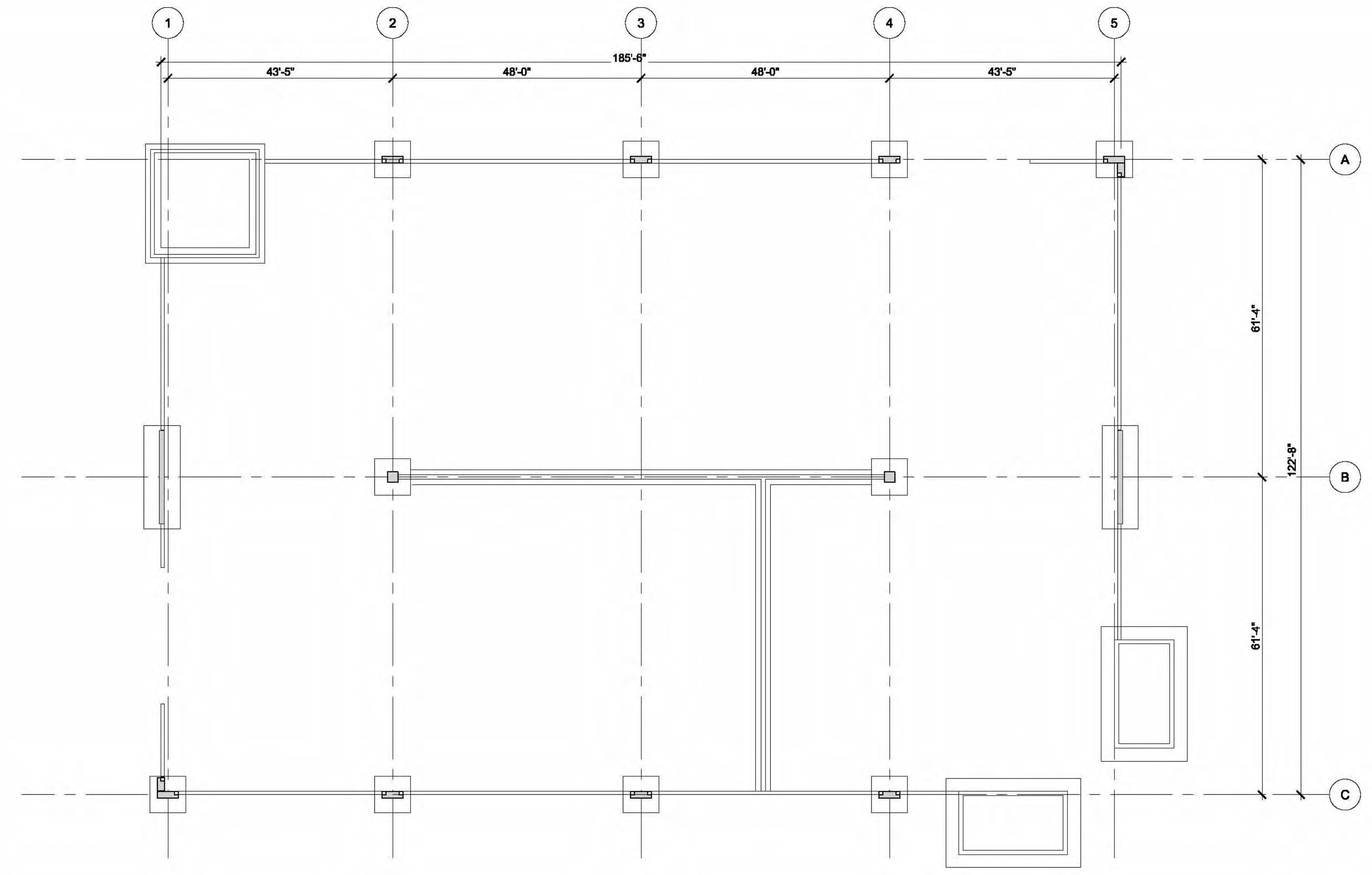
SHEET TITLE:
TOP TIER PLAN

AG-103

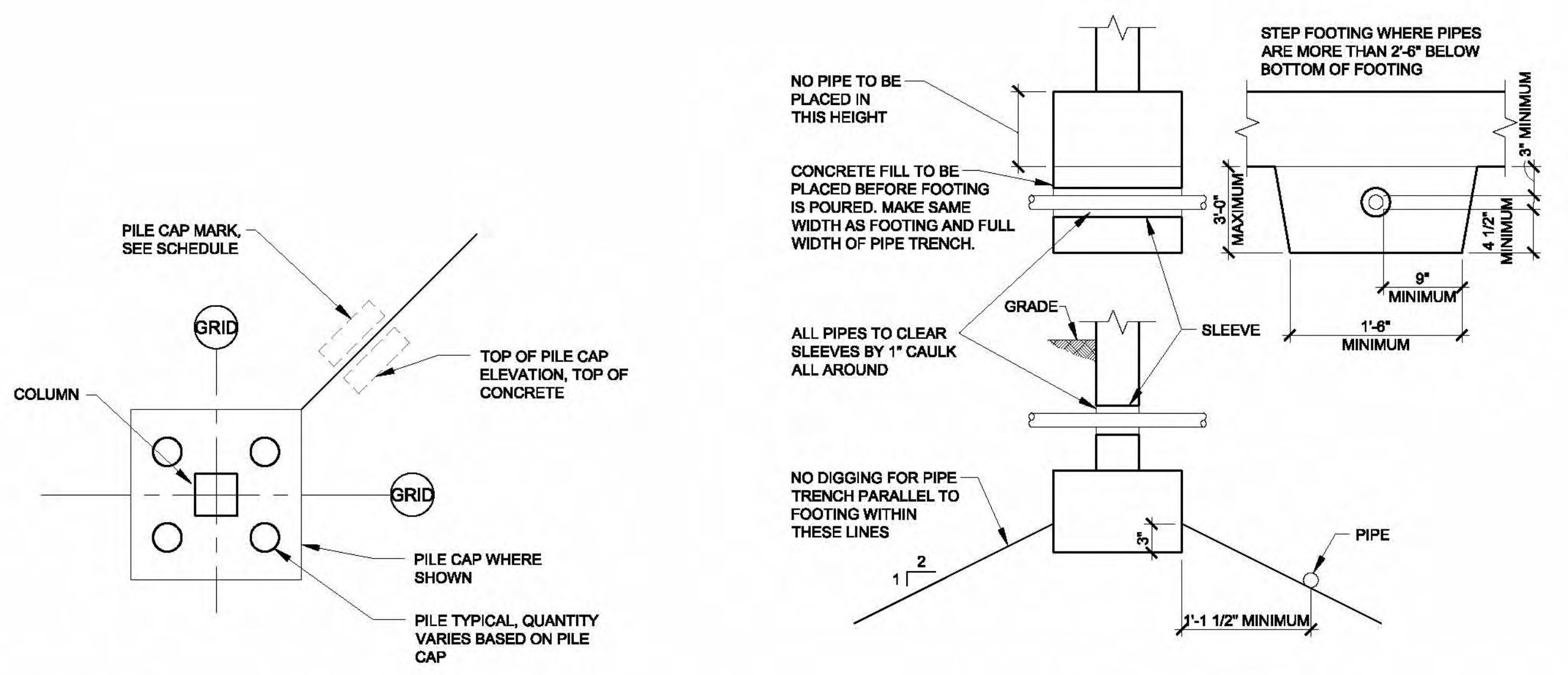
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1 2 3 4 5 6 7 8

E
D
C
B
A



1 FOUNDATION PLAN
 0 8' 16' 32'
 1/16" = 1'-0"
 NORTH



2 FOUNDATION LEGEND (FOR PILE CAPS)

3 PIPE @ WALL & FOOTING DETAIL

NOTES:
 1. SEE PILE CAP SCHEDULE AND PILE CAP NOTES FOR ADDITIONAL INFORMATION.

- SHEET NOTES:**
- REFER TO SHEET S-001 AND S-002 FOR GENERAL NOTES.
 - PROVIDE 3" CLEAR COVER FOR ALL BOTTOM REINFORCEMENT AND 2" CLEAR COVER FOR ALL TOP REINFORCEMENT, UN.
 - AT LOCATIONS WHERE P/C WALLS ARE SUPPORTED ON FOUNDATIONS PROVIDE EMBEDDED PLATES IN FOUNDATIONS, COORDINATE WITH PRECAST SUPPLIER.
 - ANCHOR BOLTS, PLATES WITH WELDED ANCHORS, REINFORCING BAR CAGES WITH NMB SPLICES (OR SIMILAR) OR ANY OTHER CONNECTIONS MATERIALS THAT CONNECT THE PRECAST CONCRETE MEMBERS TO THE CIP CONCRETE FOUNDATIONS ARE TO BE SUPPLIED BY THE PRECAST SUPPLIER AND INSTALLED BY THE GENERAL CONTRACTOR. WARNING TO GENERAL CONTRACTOR: COORDINATE WITH PRECAST SUPPLIER TO FULLY UNDERSTAND THE LARGE MAGNITUDE OF THE EMBEDS TO BE INSTALLED AND THE VERY TIGHT TOLERANCES REQUIRED!
 - THE GENERAL CONTRACTOR IS RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF ALL TEMPORARY AND PERMANENT EXCAVATION BRACING, SHEETING AND SHORING. COORDINATE PENETRATIONS IN GRADE BEAMS & P/C MEMBERS WITH MEP AND CIVIL DRAWINGS, SHOW PENETRATIONS ON ALL SHOP DRAWINGS.
 - INTERCONNECTING GRADE BEAMS MUST BE FINISHED IN THEIR ENTIRETY BEFORE P/C IS TO BE ERECTED.
 - FOR UTILITIES NEAR SPREAD FOOTINGS AND WALLS SEE 3/S-101.
 - SEE CIVIL DRAWINGS FOR EXTERIOR GRADES, UTILITIES, ADJACENT STRUCTURES, AND PROPERTY LINES. NOTIFY ENGINEER OF ANY CONFLICTS IMMEDIATELY.
 - VERIFY ALL DIMENSIONS WITH ARCHITECTURAL DRAWINGS.
 - SEE DRAWINGS S-102 FOR GRADE SLAB AND SUBGRADE INFORMATION.
 - FOR ANCHOR BOLT REQUIREMENTS, SEE 1/S-550.
 - CONTRACTOR TO PROTECT SUBGRADE FROM DAMAGE DUE TO WEATHER. ESTIMATED ROCK ELEVATION IS AT OR NEAR THE BOTTOM OF SPREAD FOOTING. EXCAVATE INTO ROCK 12" MIN AND PROVIDE 2000 PSI LEAN CONCRETE UP TO BEARING ELEVATION. PLEASE CONTACT ENGINEER IF ROCK IS NOT ENCOUNTERED.
 - INDICATES CMU WALL CONSTRUCTION, SEE SHEET S-523. SEE ARCHITECTURAL DRAWINGS FOR DIMENSIONS AND FINISH.

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Printed Name & Discipline
 EOR / NOR License Number: 20000004

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CITY OF GREENVILLE
PARKING STRUCTURE
 GREENVILLE NORTH CAROLINA

MARK	DATE	SCHEMATIC DESIGN	DESCRIPTION	ISSUE
09/27/2013				

PROJECT NO: 19-1017.00
 DRAWN BY: JMH
 CHECKED BY: JDR

SHEET TITLE:
FOUNDATION PLAN

S-101

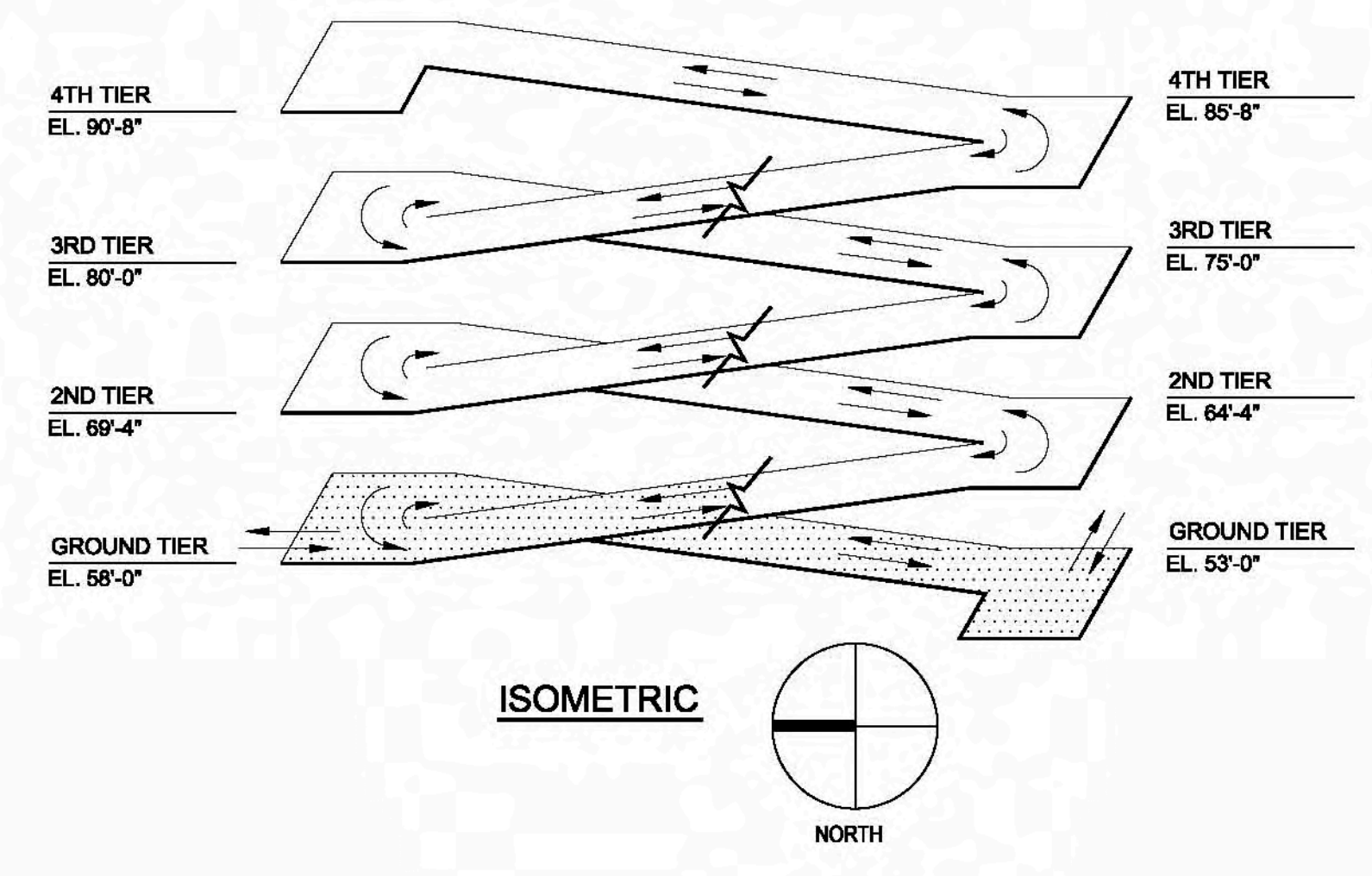
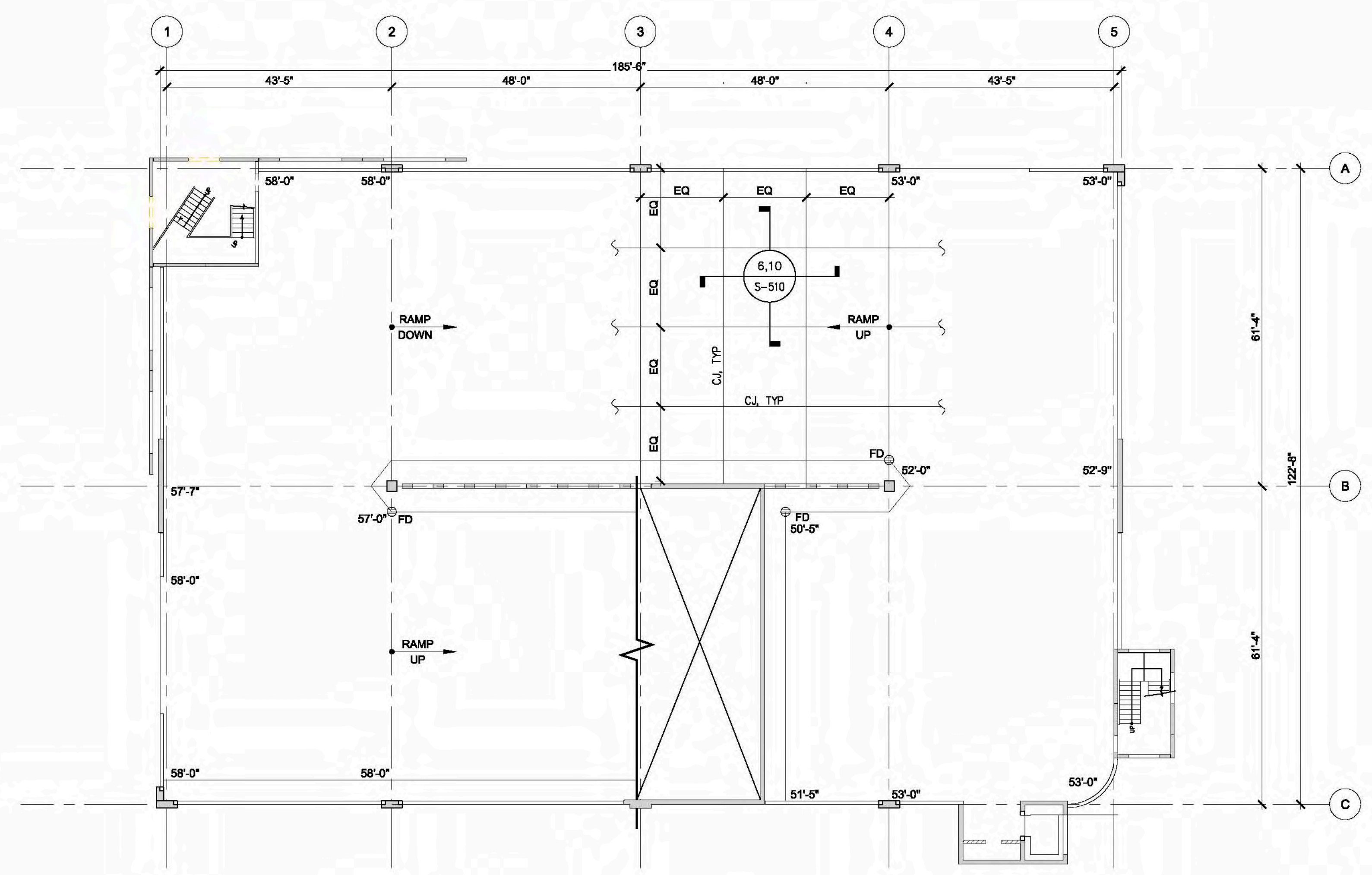
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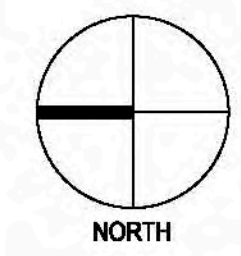
MARK	DATE	DESCRIPTION	ISSUE
	08/27/2013	SCHEMATIC DESIGN	

PROJECT NO:	19-1017.00
DRAWN BY:	JMH
CHECKED BY:	JDR
SHEET TITLE:	GROUND TIER PLAN

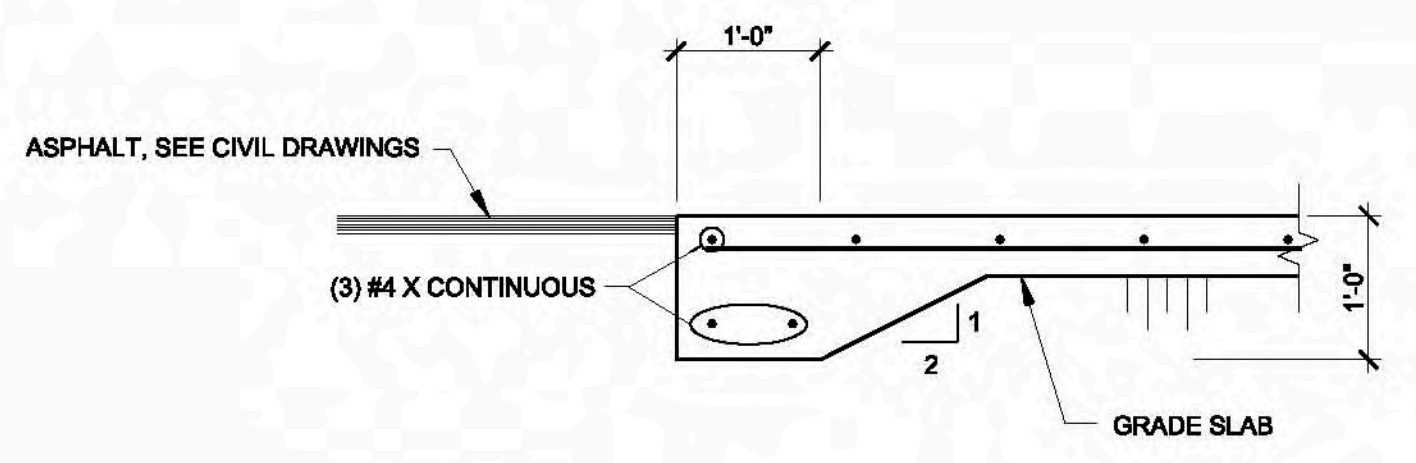
S-102



1 GROUND TIER PLAN
1/16" = 1'-0"



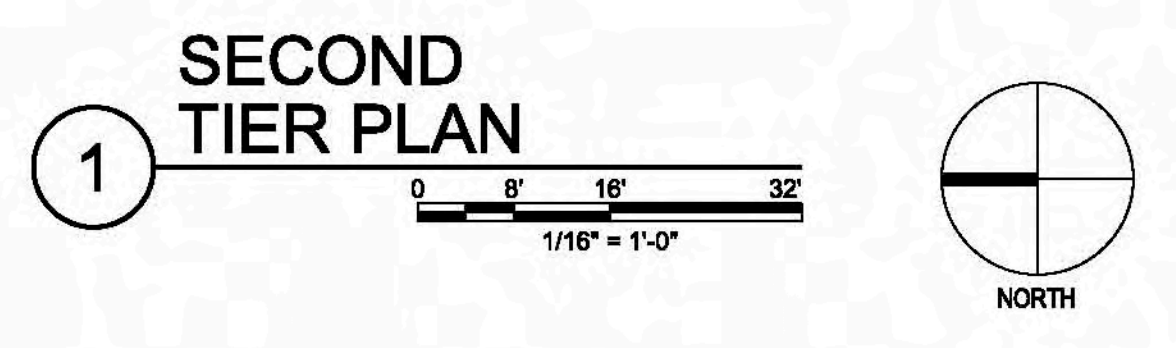
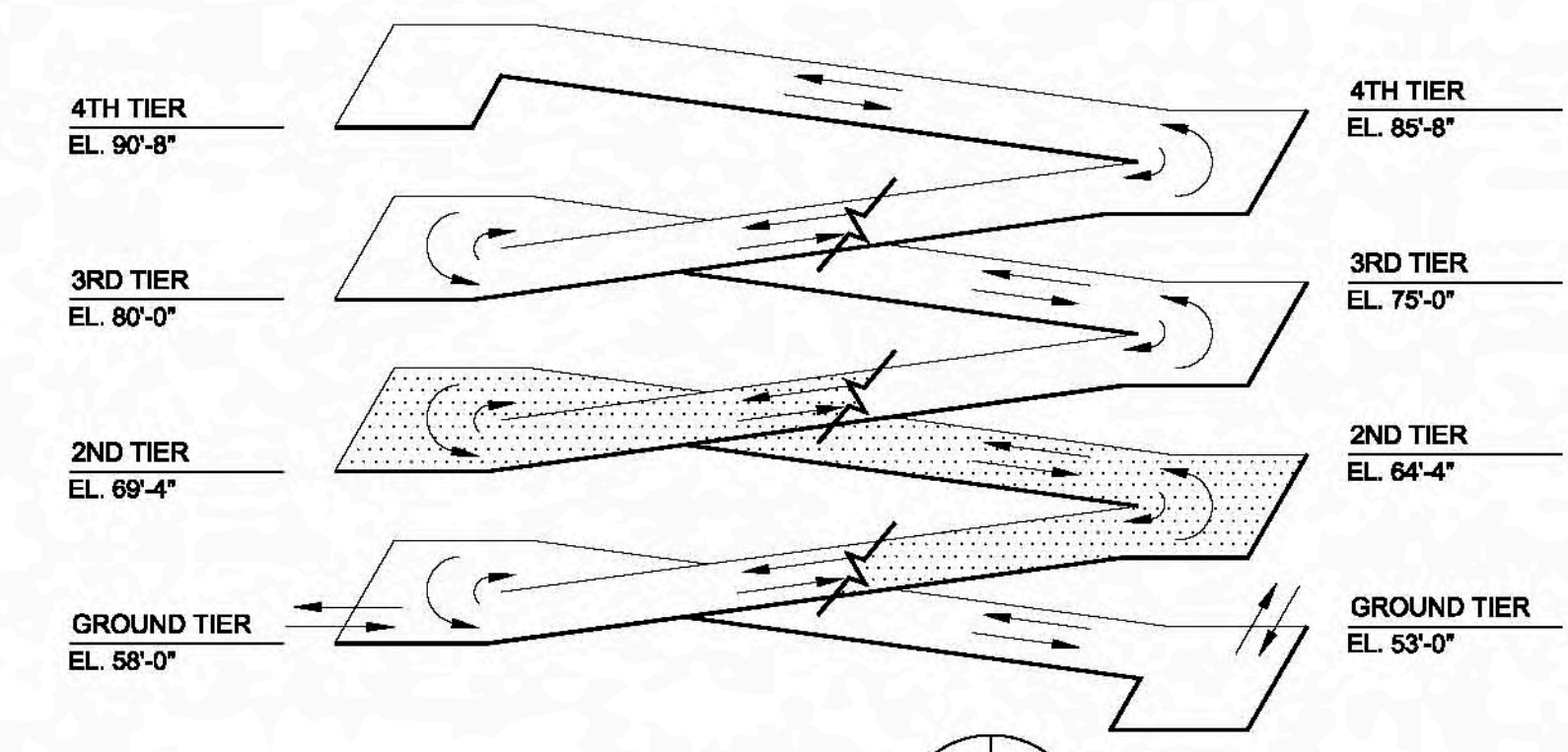
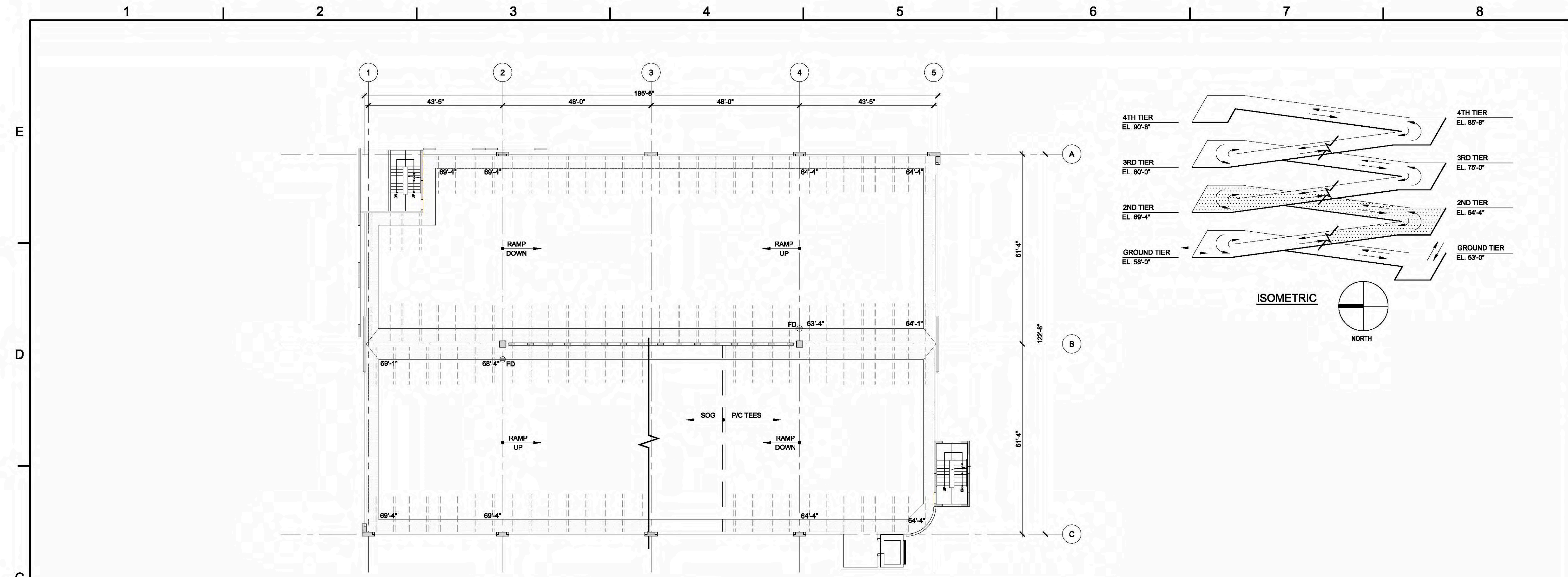
IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THAT THERE IS A MINIMUM OF 7'-0" HEADROOM BETWEEN ALL DRIVING SURFACES AND OVERHEAD BEAMS PRIOR TO PLACING CONCRETE.



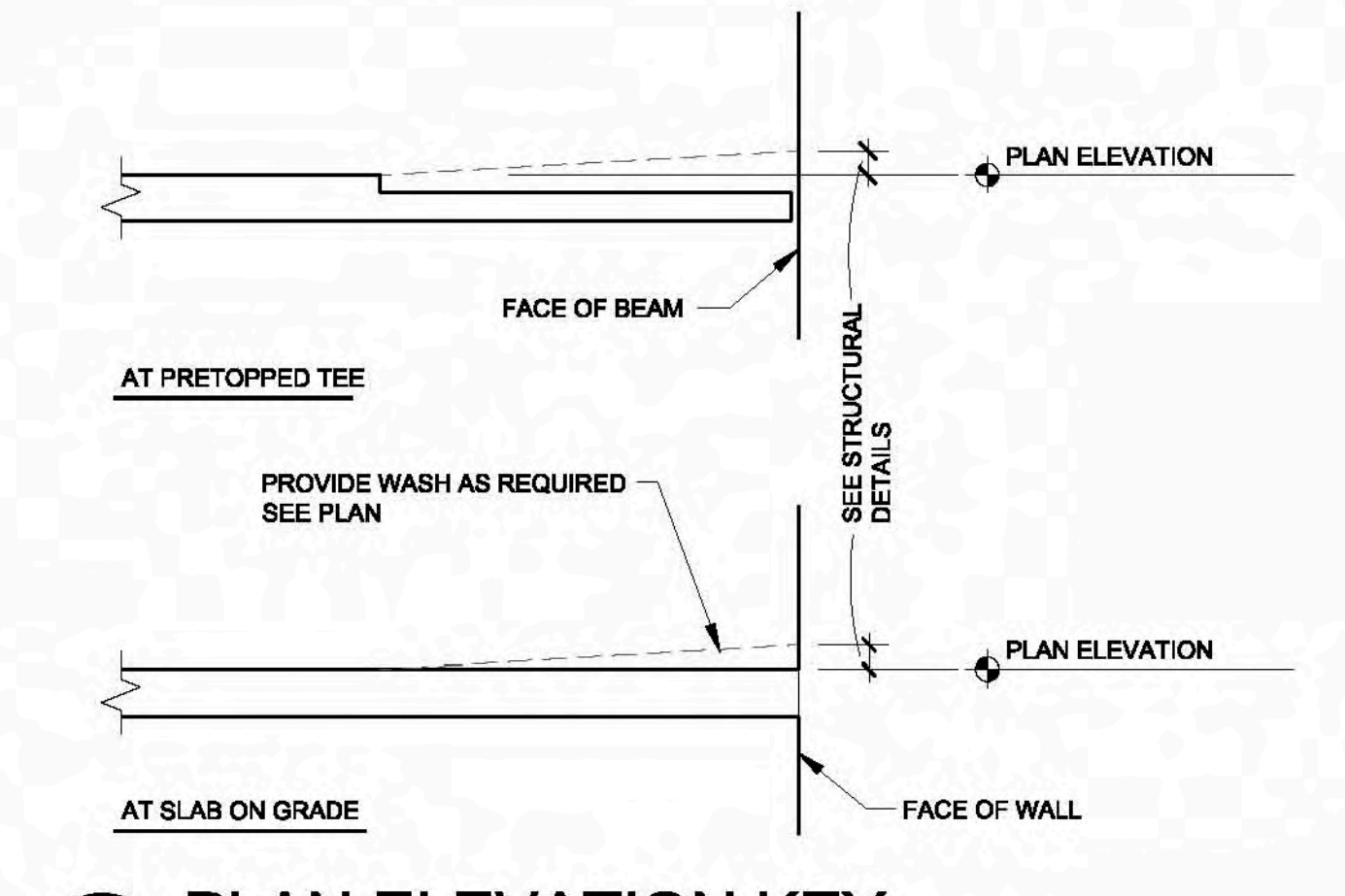
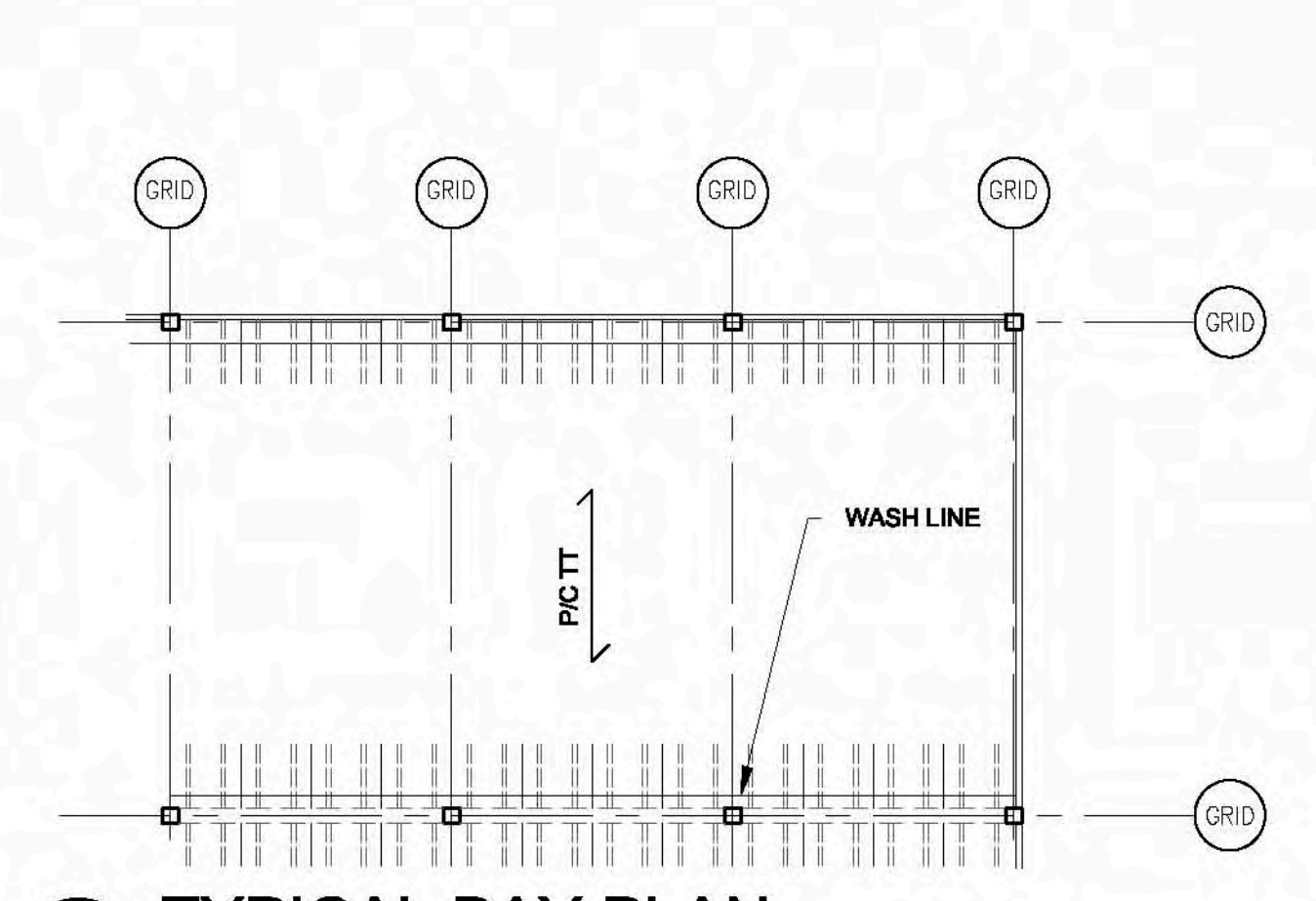
2 EDGE DETAIL

- SHEET NOTES:**
- FLOOR ELEVATION 0" = xx'-x" DATUM ELEVATION.
 - CONCRETE SLAB-ON-GRADE SHALL BE 5" THICK AND REINFORCED WITH 6x6-W4xW4 WWR PLACED 2" CL FROM TOP OF SLAB U.N.O. PROVIDE 1/2" JOINT FILLER AT GRADE SLAB AROUND COLUMNS, TYPICAL.
 - INDICATES PLAN MATCH LINE.
 - USE STRAIGHT LINE INTERPOLATION FOR FLOOR ELEVATIONS BETWEEN THOSE INDICATED.
 - SEE 1/S-002 AND 2/S-002 FOR C.J. REQUIREMENTS AT ALL SLABS, U.N., 20'-0" MAX. SPACING.
 - PROVIDE CONSTRUCTION OR CONTROL JOINTS IN C.I.P. WALLS PER 5/S-002 OR 6/S-002 TO MATCH JOINTS IN SLAB-ON-GRADE, 20'-0" MAX. SPACING.
 - TOOL JOINTS IN ALL CIP TOPPING OVER P/C JOINTS.
 - PROVIDE (4) #5 X 4'-0" @ 4" O.C. MID-DEPTH OF SLAB, EPOXY COATED, TYPICAL AT ALL REENTRANT SLAB EDGES.
 - DENOTES CIP WASH OVER P/C TEES.
 - NOTES TRAFFIC TOPPING.
 - WASH/TOPPING REINFORCEMENT TO BE CONTINUOUS. STAGGER LAPS AND PROVIDE LAPS BETWEEN COLUMNS.
 - AT TRAFFIC TOPPING, APPLY 4" UP ALL VERTICAL SURFACES. PRECASTER TO COORDINATE FINISH WITH TRAFFIC TOPPING MANUF. CAULKING CONTRACTOR TO FILL ALL JOINTS FLUSH TO RECEIVE TRAFFIC TOPPING.

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IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THAT THERE IS A MINIMUM OF 7'-0" HEADROOM BETWEEN ALL DRIVING SURFACES AND OVERHEAD BEAMS PRIOR TO PLACING CONCRETE.



WALKER
 PARKING CONSULTANTS
 13850 Ballantyne Corporate Place
 Suite 500
 Charlotte, NC 28277
 704.387.4900 PH
 www.walkerparking.com

Walker Parking Consultants/Engineers, Inc.
 Firm Certificate of Authority Number: 00000000
 Printed Name & Discipline
 EOR / NOR License Number: 000000

OWNERS AND/OR SUBS LOGO

CITY OF GREENVILLE
PARKING STRUCTURE
 GREENVILLE
 NORTH CAROLINA

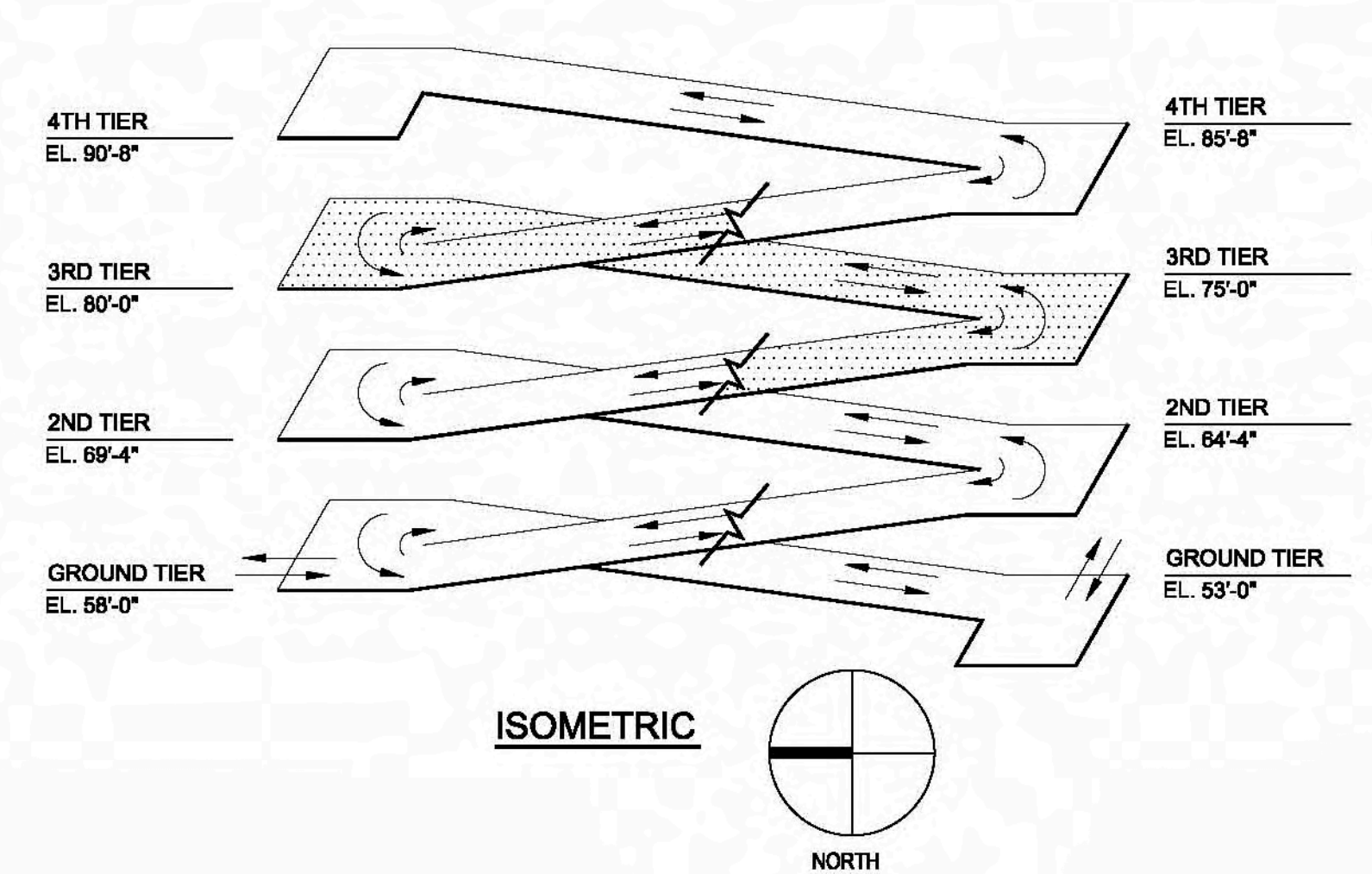
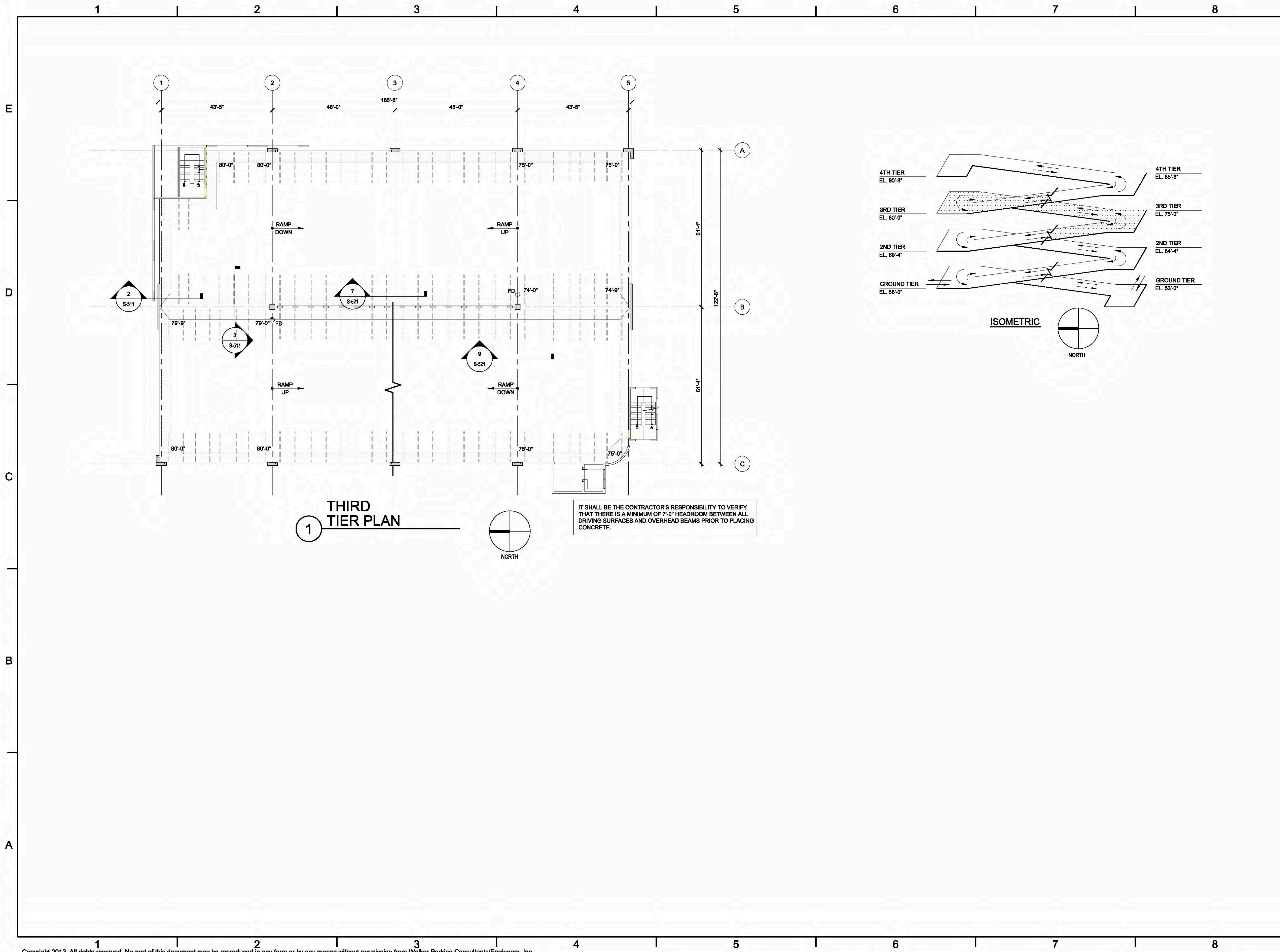
MARK	DATE	SCHEMATIC DESIGN	DESCRIPTION	ISSUE
	08/27/2013			

PROJECT NO: 19-1017.00
 DRAWN BY: JMH
 CHECKED BY: JDR

SHEET TITLE:
SECOND TIER PLAN

S-103

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 PARKING CONSULTANTS
 13350 Ballantyne Corporate Place
 Suite 500
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 www.walkerparking.com
 Walker Parking Consultants/Engineers, Inc.
 Firm Certificate of Authority Number: 000000

Printed Name & Discipline
 EOR / PDR License Number: 000000

OWNERS AND/OR SUBS LOGO

CITY OF GREENVILLE
PARKING STRUCTURE
 GREENVILLE
 NORTH CAROLINA

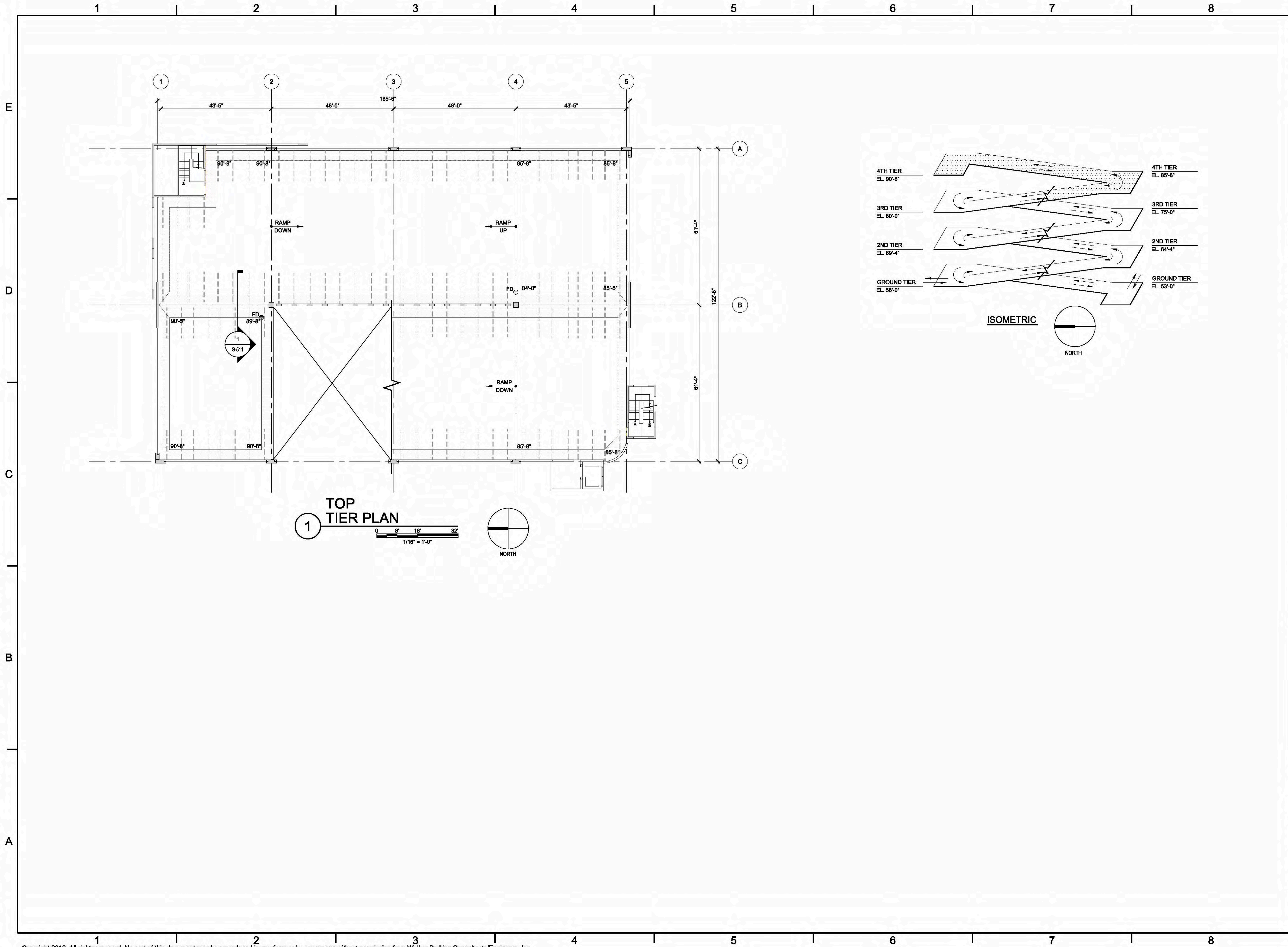
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	08/27/2013	SCHEMATIC DESIGN	

PROJECT NO: 19-1017.00
 DRAWN BY: JMH
 CHECKED BY: JDR

SHEET TITLE:
THIRD TIER PLAN

S-104

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WALKER
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 704.387.4900 FAX
 www.walkerparking.com

Walker Parking Consultants/Engineers, Inc.
 Firm Certificate of Authority Number: 2006000

Printed Name & Discipline
 EOR / PDR License Number: 200000

OWNERS AND/OR SUBS LOGO

CITY OF GREENVILLE
PARKING STRUCTURE
 GREENVILLE NORTH CAROLINA

MARK	DATE	DESCRIPTION	ISSUE
	08/27/2013	SCHEMATIC DESIGN	

PROJECT NO: 19-1017.00
 DRAWN BY: JMH
 CHECKED BY: JDR

SHEET TITLE:
TOP TIER PLAN

S-105



2311 North Main Street
PO Box 1529
Tarboro, North Carolina 27886
252-823-1021 Fax: 252-824-8277

www.barnhillcontracting.com

September 30, 2013

Mr. Carl Rees
Office of Economic Development
City of Greenville
201 West Fifth Street
Greenville NC 27834

RE: Uptown Greenville Parking Deck
MWBE Participation Plan

Dear Mr. Rees:

It is the policy of Barnhill Contracting Company that small, minority, disadvantaged and women businesses shall have the maximum opportunity to participate in the performance of contracts undertaken by Barnhill Contracting Company. Barnhill Contracting Company will utilize its resources to assist Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) to the fullest extent possible. It is our intent to provide meaningful opportunities for small and disadvantaged business.

Barnhill Contracting Company has been successful in meeting and exceeding project participation goals by utilizing the attached participation plan and hosting our project specific MWBE outreach information sessions.

Barnhill Contracting Company will meet and exceed the project participation goal requirement of 10% and will make a concerted effort to meet the goals as established in the City of Greenville's M/WBE Plan: Minority Business Participation of 10% and Women Business Participation of 6%

Pursuant with paragraph 11.5.1 of the contract agreement, attached to this letter you will find a copy of Barnhill Contracting Company's MWBE Participation Plan for approval. Please call should you have any comments or questions in regards to this submittal.

Yours truly,
Barnhill Contracting Company

A handwritten signature in blue ink that reads "Jason M. Wells". The signature is fluid and cursive, written over the typed name.

Jason M. Wells
Preconstruction Manager

cc: File
Mr. Dan Pruitt – Senior Project Manager, Barnhill Contracting Company
Mr. Gail Suson – Director of Preconstruction, Barnhill Contracting Company

MWBE Participation Plan

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MWBE PARTICIPATION PLAN

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MWBE PARTICIPATION PLAN

Barnhill Contracting Company MWBE Participation Plan

ARTICLE 1 – POLICY

- 1.1 It is the policy of Barnhill Contracting Company that small, minority, disadvantaged and women businesses shall have the maximum opportunity to participate in the performance of contracts undertaken by Barnhill Contracting Company. Barnhill Contracting Company will utilize its resources to assist Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) to the fullest extent possible. It is our intent to provide meaningful opportunities for small and disadvantaged business.

ARTICLE 2 - OBLIGATION

- 2.1 Barnhill Contracting Company and our majority Subcontractors shall endeavor to ensure that minority and women businesses have the maximum opportunity to participate in the performance of our work included in our contracts. Barnhill Contracting Company and any subsequent Subcontractors shall take all necessary and reasonable steps to endeavor to ensure that minority and women businesses have the maximum opportunity to compete for and perform a portion of the work included in our contracts and shall not discriminate on the basis of race, color, national origin or sex. Barnhill Contracting Company will do a better job than any other contractor in the state of North Carolina. We will know the capacities and capabilities of the minority contracting community and provide them with fair and reasonable opportunities.

ARTICLE 3 - GOALS

- 3.1 Barnhill Contracting Company will meet and exceed the project participation goal requirement of 10% and will make a concerted effort to meet the goals as established in the City of Greenville's M/WBE Plan: Minority Participation of 10% and Women Business Participation of 6%
 - 3.1.1 Barnhill Contracting Company shall exercise all necessary and reasonable steps to ensure that MWBE's participate in at least the percents of our contracts as set forth above.

ARTICLE 4 – REQUIRED INFORMATION

- 4.1 Barnhill Contracting Company will maintain for the purposes of tracking our participation the following information:
 - 4.1.1 The names of MWBE firms;
 - 4.1.2 The Contract Item Numbers of work performed by each MWBE firm; and
 - 4.1.3 The total dollar amount to be paid to each MWBE based on agreed upon price.

ARTICLE 5 – GOOD FAITH EFFORTS

- 5.1 Barnhill Contracting Company will make the following good faith efforts:
 - 5.1.1 Provide adequate public notification regarding bid opportunities for targeted firms;
 - 5.1.2 Undertake direct solicitation of MWBE firms either by fax, email or letter regarding bid opportunities;
 - 5.1.3 Provide a bid list posted in our plan room of the projects we are bidding;
 - 5.1.4 Whenever possible advertise in minority owned publications;
 - 5.1.5 Provide a plan room that is available whenever MWBE businesses need access to it;
 - 5.1.6 Provide professional assistance to MWBE firms during the bid process;
 - 5.1.7 Attend any pre-bid meetings, hold Outreach Sessions, or participate in trade fairs that inform MWBE firms of subcontracting opportunities;



MWBE PARTICIPATION PLAN

- 5.1.8 Follow up on initial solicitations of interests by contacting MWBE firms to determine with certainty whether they are interested in projects we are bidding;
- 5.1.9 Whenever possible carve out portions of the work for MWBE firms so we will have a greater likelihood of meeting our goals;
- 5.1.10 Provide interested MWBE firms with adequate information about the plans, specifications and requirements of the contract;
- 5.1.11 Negotiate in good faith with interested MWBE firms;
- 5.1.12 Provide payments to MWBE firms (if required) before we get paid from owners; and
- 5.1.13 Treat MWBE firms with respect and dignity.

ARTICLE 6 – DIRECTORY OF CERTIFIED BUSINESSES

- 6.1 Barnhill Contracting Company will only recognize firms that are properly certified. In order to be considered properly certified on a State of North Carolina project, your firm (or second tier subcontractors counting towards your participation goals) **MUST** be registered through the “Statewide Uniform Certification (SWUC)” program under the State of North Carolina HUB Office. **ONLY** those MWBE firms with current certification in these programs will be used to meet our goals.

ARTICLE 7 – DEFINITIONS

- 7.1 Minority Business Enterprise of MBE means a small business concern, which is owned and controlled by one or more minorities. Except that such term shall not include any concern or group of concerns controlled by the same minority or minorities which has average annual gross receipts over the preceding 3 fiscal years in excess of \$14,000,000, as adjusted by the Department for inflation. For the purposes of this part, owned and controlled means a business:
 - 7.1.1 Which is at least 51 percent owned by one or more minorities or in the case of a publicly owned business, at least 51 percent of the stock of which is owned by one or more minorities; and
 - 7.1.2 Whose management and daily business operations are controlled by one or more such individuals.
 - 7.1.3 Minority is defined as a citizen or lawful permanent resident of the United States and who is:
 - 7.1.3.1 Black (a person having origins in any of the black racial groups of Africa;
 - 7.1.3.2 Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
 - 7.1.3.3 Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands); and
 - 7.1.3.4 American Indian
- 7.2 Women Business Enterprise or WBE means a small business concern, which is owned and controlled by one or more women. Except that such term shall not include any concern or group of concerns controlled by the same woman or women which has average annual gross receipts over the preceding 3 fiscal years in excess of \$14,000,000, as adjusted by the Department for inflation. For the purposes of this part, owned and controlled means a business:
 - 7.2.1 Which is at least 51 percent owned by one or more women or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - 7.2.2 Whose management and daily business operations are controlled by one or more of the women who own it.



ARTICLE 8 – ELIGIBILITY OF PARTICIPATION TOWARD MEETING MWBE GOALS

- 8.1 If a firm is determined to be an eligible MWBE firm and certified by the State of North Carolina HUB Office under the SWUC program *OR* by the cities of Charlotte or Durham HUB offices, the total dollar value of the participation by the MWBE will be counted toward the appropriate MWBE goal. The total dollar value of participation by a certified MWBE will be based upon the contract amount agreed upon by Barnhill Contracting Company and the MWBE Subcontractor.
- 8.2 Barnhill Contracting Company will count toward our MWBE goals a portion of the total dollar value of the participation with a joint venture, eligible under the standards of this provision, equal to the percentage of the ownership and controls of the MWBE partner in the joint venture.
- 8.3 We will also count toward our goals only expenditures firms that perform a commercially useful function in the work of a contract. An MWBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element. Of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved.
- 8.4 Consistent with normal industry practices, an MWBE may enter into subcontracts. If an MWBE Contractor or Subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the MWBE shall be presumed not to be performing a commercially useful function. It is not our intent to use “front companies.”
- 8.5 We will count toward our goals 60 percent of any expenditure for materials and supplies required to complete the contract and obtained from MWBE regular dealers and 100 percent of such expenditures to MWBE manufacturers.
 - 8.5.1 For purposes of this provision, a manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by Barnhill Contracting Company.
 - 8.5.2 For purposes of this provision, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this section.
- 8.6 Barnhill Contracting Company will count toward its goals the following expenditures to MWBE firms that are not manufacturers or regular dealers:
 - 8.6.1 The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by Barnhill Contracting Company to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - 8.6.2 The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of a regular dealer in the materials and supplies, provided that the fee is determined by Barnhill Contracting to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - 8.6.3 The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract provided that the fee or commission is determined by Barnhill Contracting



MWBE PARTICIPATION PLAN

Company to be reasonable and not excessive as compared with fees customarily allowed for similar services.

ARTICLE 9 – REPORTS

- 9.1 Barnhill Contracting will maintain a proper accounting of MWBE firm usage. All accounting information will be certified as proper and accurate on an annual basis by our independent auditors. We will have the capability of providing a detailed report of all MWBE firm usage listed by project or by owner.



MWBE PARTICIPATION PLAN

Equal Opportunity Certificate of Assurance

FIRM NAME

_____, the undersigned

Certifies that he does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that the Undersigned does not and will not permit its employees to perform their services at any location, under the Undersigned's control, where segregated facilities are maintained. The Undersigned understands that the phrase "segregated facilities" means any waiting rooms, work areas, rest rooms, and wash rooms, restaurants, and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The Undersigned understands and agrees that maintaining or providing segregated facilities for its employees to perform their services at any locations, under the Undersigned's control, where segregated facilities are maintained, is a violation of the Equal Opportunity Clause required by Executive Order 11246 of September 24, 1965 and 11375 of October 13, 1967 and the rules and regulations thereunder.

The Undersigned further agrees that it will obtain identical certifications from proposed subcontractors prior to the award of agreements exceeding \$10,000.00, which are not exempt from the provisions of the Equal Opportunity Clause.

The Undersigned agrees to comply with all reporting requirements of Executive Order 11246 of September 24, 1965 and 11375 of October 13, 1967 and regulations issued by the Department of Labor. Employer Information Report EED-1 (standard form 100) must be filed with the Joint Reporting Committee no later than May 31 each year.

If a current government approved Equal Employment Opportunity Affirmative Action Program pursuant of 41CFR 60-2 is available, please check here _____. If a currently approved program is not available, the Undersign hereby agrees to develop and secure government approval of an Equal Employment Opportunity Action Program within 120 days after receipt of any agreement of \$50,000.00 or more and if the Undersign has over fifty (50) employees.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Authorized Signature

Date



MWBE PARTICIPATION PLAN

AFFIDAVIT A – LISTING OF THE GOOD FAITH EFFORT

County of _____

Affidavit of _____
(Name of Bidder)

I have made a good faith effort to comply under the following areas checked:

(A minimum of 50 points must be obtained in order to have achieved a "good faith effort")

- 1. Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed. **Value = 10 points.**
- 2. Made the construction plans, specifications and requirements available for **review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.** **Value = 10 points.**
- 3. Broken down or combined elements of work into economically feasible units to facilitate minority participation. **Value = 15 points.**
- 4. Worked with minority trade, community, or contractor organizations identified by the Office of business Assistance Program and included in the bid documents that provide assistance in recruitment of minority businesses. **Value = 10 points.**
- 5. Attended prebid meetings scheduled by the public owner. **Value = 10 points.**
- 6. Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors. **Value = 20 points.**
- 7. Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing. **Value = 15 points.**
- 8. Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure pay loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit. **Value = 25 points.**
- 9. Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible. **Value = 20 points.**
- 10. Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands. **Value = 20 points.**

TOTAL POINTS OBTAINED _____

In accordance with GS 143.128.2(d) the undersigned will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon execution of a contract with the Owner. Failure to abide by this statutory provision will constitute a breach of the contract.

The Undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____

Name of Authorized Officer: _____

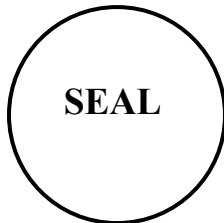
Signature: _____

Title: _____

State of North Carolina, County of _____

Subscribed and sworn to before this _____ day of _____ 20____

Notary Public _____ My commission expires _____





MWBE PARTICIPATION PLAN

AFFIDAVIT B – INTENT TO PERFORM CONTRACT WITH OWN WORKFORCE

County of _____

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____
_____ contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: _____

Name of Authorized Officer: _____

Signature: _____

Title: _____



State of North Carolina, County of _____

Subscribed and sworn to before this _____ day of _____ 20 _____

Notary Public _____

My commission expires _____



MWBE PARTICIPATION PLAN

AFFIDAVIT C – PORTION OF THE WORK TO BE PERFORMED BY MINORITY FIRMS

County of _____

*****(NOTE: THIS FORM IS NOT TO BE SUBMITTED WITH THE BID PROPOSAL)*****

If the portion of the work to be executed by minority businesses as defined in GS 143-128.2(g) is equal to or greater than 10% of the bidders total contract price, then the bidder must complete this affidavit. This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification of being low bidder.

Affidavit of _____ I hereby certify that on the
(Name of bidder)

Project ID# _____ Amount of Bid \$ _____
(Project Name)

I will expend a minimum of _____% of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below.

Attach additional sheets if required

Name and Phone Number	*Minority Category	Work Description	Dollar Value

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**), American Indian (**I**), Female (**F**)

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____

State of North Carolina, County of _____

Subscribed and sworn to before this _____ day of _____ 20____

Notary Public _____ My commission expires _____





MWBE PARTICIPATION PLAN

AFFIDAVIT D – GOOD FAITH EFFORTS

County of _____

If the goal 10% participation by minority business **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:

Affidavit of _____
(Name of Bidder)

I do certify the attached documentation as true and accurate representation of my good faith efforts.
(Attach additional sheets if required)

Name and Phone Number	*Minority Category	Work Description	Dollar Value

* Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**), American Indian (**I**), Female (**F**)

Documentation of the Bidder’s good faith efforts to meet the goals set forth in these provisions. Examples of documentation include, but are not limited to, the following evidence:

- A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the state for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitations shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime bidder to contact, and location, date and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster.
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- H. Letter detailing
- I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

Date: _____ Name of Authorized Officer: _____

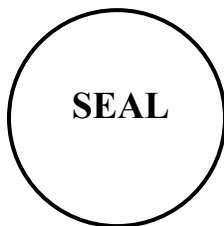
Signature: _____

Title: _____

State of North Carolina, County of _____

Subscribed and sworn to before this _____ day of _____ 20____

Notary Public _____ My commission expires _____





MWBE PARTICIPATION PLAN

MBE DOCUMENTATION FOR CONTRACT PAYMENTS

Prime Contractor/Architect: _____

Address & Phone: _____

Project Name: _____

Pay Application #: _____ Period: _____

The following is a list of payments to be made to minority business contractors on this project for the above-mentioned period.

Firm Name	* Indicate Type of Minority	Payment Amount this Period	Total Amount Paid to Date	Total Amount Committed

*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

Date: _____

Approved/Certified By: _____
Name

Title

Signature

****THIS DOCUMENT MUST BE SUBMITTED WITH EACH PAY REQUEST & FINAL PAYMENT****



City of Greenville, North Carolina

Meeting Date: 10/7/2013
Time: 6:00 PM

Title of Item: Approval of The First Tee Curriculum Provider Agreement

Explanation: **Abstract:** “The First Tee” (TFT) is a youth-focused program for youngsters from all socioeconomic backgrounds. Its objective is to build character and promote healthy choices through the game of golf. Approval of a “Curriculum Provider Agreement” with The First Tee will allow the establishment of a First Tee program at Bradford Creek Public Golf Course. At the September 11, 2013, meeting of the Recreation and Parks Commission, members voted unanimously to recommend Council’s approval of the City’s participation in the First Tee program and approval of The First Tee Curriculum Provider Agreement.

Explanation: TFT works to impact the lives of young people by providing educational programs that build character, instill life-enhancing values, and promote healthy choices through the game of golf. To carry out its mission, TFT has licensed the use of its brand and curriculum, and provided training opportunities for organizations to deliver TFT life skills and golf curriculum to young people of all diversities and social strata. There is a special emphasis given to youngsters who otherwise may not have an opportunity to learn and play the game of golf.

TFT approached the City of Greenville with the concept of establishing its curriculum and educational program at Bradford Creek Public Golf Course, and the City has expressed a desire to do so. Per this agreement, the City will incur no additional expenses at the golf course other than staff time required to attend TFT training when offered. While the agreement is in effect, there will be an effort to create an official non-profit Pitt County TFT chapter. Once the chapter is in place, TFT-chapter will provide staffing to fully implement this program at Bradford Creek.


Fiscal Note: There is no financial obligation to the City other than providing staff time to attend TFT training.

Recommendation: Approve the City's participation in The First Tee program and authorize the City

Manager to execute The First Tee Curriculum Provider Agreement.

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Attachments / click to download

 [First Tee Provider Agreement](#) 9 5 13 962386

The First Tee Curriculum Provider Agreement
(Bradford Creek Public Golf Course)

This Curriculum Provider Agreement (“Agreement”) effective as of the ____ day of October, 2013 (the “Effective Date”), by and between World Golf Foundation, Inc., by and through its division, The First Tee, a Florida nonprofit corporation (“TFT”), with its principal place of business at 425 South Legacy Trail, St. Augustine, Florida 32092, and the City of Greenville, a North Carolina municipal corporation, (“Provider”), with its principal place of business at Post Office Box 7207, Greenville, NC 27835.

Background

- A. TFT has the mission of impacting the lives of young people by providing educational programs that build character, instill life-enhancing values, and promote healthy choices through the game of golf. To carry out its mission, TFT has licensed the use of its brand and curriculum and provided training opportunities for organizations to deliver The First Tee life skills and golf curriculum to young people of all diversities and social strata, particularly those who otherwise may not have an opportunity to learn and play the game.
- B. Provider is a governmental entity exempt from taxation under the Internal Revenue Code, with one of its missions being to enhance Greenville’s quality of life through the operation of Bradford Creek Public Golf Course and other recreation and park facilities.
- C. Provider desires to promote the mission and purpose of TFT by impacting young people at Bradford Creek Public Golf Course located at 4950 Old Pactolus Road, Greenville, NC 27834 (“Program Location”) as described herein.

Recital of Consideration

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TFT and Provider agree as follows:

Agreement of the Parties

- 1. **Term.** The initial term of this Agreement shall commence as of the Effective Date and shall terminate on December 31, 2016 (the “Term”), with any renewal by mutual written agreement between the parties.
- 2. **Grant of License Rights.** Each party agrees to provide to the other party the rights and benefits (“License Rights”) set forth on Exhibit A hereto during the Term. Provider will describe its relationship with TFT as a “provider of The First Tee TARGET curriculum [or other curriculum name]” and/or “[Provider] offers The First Tee PLAYer curriculum [or other curriculum name]” (“Official Designations”). Provider may also omit the word “curriculum”

from the above Official Designations. Provider will not describe its relationship as a “chapter” or “partnership” with The First Tee.

Since this license is non-exclusive and tied to the Program Location described above, TFT retains the right to grant a separate curriculum or chapter license to other organizations in Provider’s geographical area.

3. **TFT Obligations.** TFT will provide the following resources to Provider during the Term:

(a) Deliver one (1) set of TARGET, PLAYer and Par curriculum materials (“The First Tee Curriculum”);

(b) Register, at no cost to the Provider, one (1) person designated by Provider to attend an in-person Level I Coach Training based on TFT’s published schedule of dates and national locations;

(c) Continued access, at no cost to the Provider, to TFT’s online Assistance Coach Training for one (1) Level I Coach designated by Provider and up to five (5) additional persons designated by Provider; and

(d) Allow Provider to purchase additional in-person Coach Trainings, online Assistant Coach Trainings, first-touch introductory golf equipment, and certain marketing materials at TFT’s schedules and rates as published from time to time.

4. **Provider Obligations.** Provider agrees to provide the following resources to implement The First Tee Curriculum at the Program Location during the Term:

(a) Deliver The First Tee Curriculum to young people, in accordance with the required standards and protocols of The First Tee Curriculum, using one (1) or more coaches trained in The First Tee Curriculum, supplemented by adult leaders whom Provider has determined are appropriate for working with young people;

(b) Maintain, when The First Tee Curriculum is being delivered by the Provider, at least one (1) coach instructor at all times who is registered in the TFT Coach Program to manage the delivery of The First Tee Curriculum;

(c) Pay for all registration fees, travel, lodging, and other expenses of Provider to attend TFT in-person and online trainings, except the registration fee of one in-person Level 1 Coach Training, as specified in Section 3(b) above, and access to the online Assistant Coach Training for five additional persons, as specified in Section 3(c) above;

(d) Keep and maintain separate and adequate financial accounts and records relating to Provider’s fundraising revenues and expenses relating to the performance of this Agreement. Provider may use the TFT Word Marks and Official Designations to raise funds to pay reasonable operating, promotional, and fundraising expenses directly related to delivering The First Tee Curriculum; and

(e) Report annual program results, including participant numbers, demographic information, and program costs, by timely submitting to TFT an online survey for each calendar year or portion thereof during the Term.

5. **Use of Intellectual Property.** Each party will have an opportunity to review and approve all artwork, copy, or other materials utilizing the reviewing party's name, logos, or trademarks prepared by another party for or in connection with this Agreement prior to any production or distribution thereof. Any objections or corrections must be communicated to the submitting party within five (5) calendar days after the materials have been received by the reviewing party, or such objections and corrections will be deemed waived. All objections will be mutually discussed, and reasonable efforts will be made by the parties to reach a prompt and satisfactory agreement.

The temporary, non-exclusive license of each party's Marks and other intellectual property shared hereunder is only for use by a party in connection with the promotions and activities pursuant to this Agreement and does not permit a party to sub-license the use of such intellectual property to any third party. In addition, TFT Word Marks cannot be associated with any alcohol, tobacco, or other sponsors deemed inappropriate by TFT.

6. **Proprietary Information.** TFT has or will provide the Provider with certain material and information regarding TFT's programs, methods, and activities, some of which is nonpublic, confidential, and/or proprietary in nature. As a condition of entering into this Agreement, the Provider agrees as follows:

(a) In connection with the performance and activities undertaken pursuant to this Agreement, nonpublic, confidential, and/or proprietary information collectively referred to herein as "Proprietary Information" will be provided by TFT subject to certain restrictions as specified in the Section 6(b). As used herein, "Proprietary Information" means all information, whether oral, written, or otherwise, that TFT owns or is licensed to use for the benefit of its business or charitable activities. This includes the TFT Word Marks and The First Tee Curriculum. The term "Proprietary Information" will also include all materials, notes, analyses, signage, or other information prepared by either party containing or based in whole or in part on any Proprietary Information.

(b) To the extent allowed by North Carolina law, Provider agrees not to transmit the Proprietary Information to any other person or entity except in connection with the performance of this Agreement and shall only use the Proprietary Information to perform this Agreement.

7. **Compliance with Laws.** Each party represents and warrants that it shall comply with all applicable local, state, and federal laws and regulations in such party's performance of its responsibilities under this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without regard to conflict of laws principles.

8. **Indemnification.** Each party (the "Indemnifying Party") agrees to indemnify the other party (the "Indemnified Party") and hold the other party harmless against any and all losses,

claims, damages, expenses, judgments, awards, petitions, demands, liabilities, costs, and expenses (including reasonable attorneys' fees whether incurred in preparation of trial, at trial, on appeal, or in bankruptcy proceedings) to which the Indemnified Party may become subject as a result of claims made against the Indemnified Party as a result of the Indemnifying Party's breach or nonperformance of any activities undertaken pursuant to this Agreement; provided, however, this indemnity shall not apply to any claims or actions resulting from the negligent or willful misconduct by the Indemnified Party. A party's obligations to the other party under this section shall survive the expiration or earlier termination of this Agreement.

9. **No Third Party Beneficiaries.** This Agreement shall be for the sole benefit of the parties hereto, and no other person or entity shall be entitled to rely upon or receive any benefits from this Agreement or any provision hereof except as expressly described herein.

10. **Relationship of the Parties.** This Agreement shall not constitute or be considered to create a partnership, sponsorship, employer-employee relationship, independent contractor relationship, or agency between any of the parties. This is a brand licensing and curriculum provider relationship with each party responsible for its actions pursuant to this Agreement.

11. **Termination.** Either party may terminate this Agreement at any time, for any reason or no reason, by providing at least thirty (30) days written notice to the other party. Each party will be paid for all payments due and owing under this Agreement as of the date each party receives notice of termination. Any Proprietary Information or materials in the possession of each party shall, upon such termination, be returned to the proper party and the License Rights shall terminate.

12. **Miscellaneous.** Neither party hereto may assign its respective rights and obligations hereunder without the consent of the other party. The failure to insist upon strict performance of any of the agreements, terms, covenants or conditions of this Agreement shall not be deemed a waiver of any rights or remedies that either party may have or a waiver of any subsequent breach or default in any of such agreements, terms, covenants, and conditions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

CITY OF GREENVILLE

By: _____
Barbara Lipscomb
City Manager

**WORLD GOLF FOUNDATION, INC.,
by and through its division, THE FIRST TEE**

By: _____
Kelly A. Martin
Chief Operating Officer

APPROVED AS TO FORM:

BY: _____
David A. Holec, City Attorney

PRE-AUDIT CERTIFICATION:

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

BY: _____
Bernita W. Demery, CPA, Director of Financial Services

Account Number _____

Project Code (if applicable) _____

Exhibit A

License Rights

TFT Rights for the use and benefit of Provider

- Non-exclusive, non-transferable right to use the words “The First Tee Curriculum Provider”, the Official Designations and The First Tee mission statement (“TFT Word Marks”), as provided by TFT for the limited purposes hereunder in connection with the performance of this Agreement and used in accordance with TFT Trademark Usage and Style Guidelines as published from time to time. Provider will not be allowed to use any logo of The First Tee or to create any logo images to depict The First Tee relationship.
- Provider listing on TFT website (www.thefirsttee.org) with Provider website contact link
- Provider listing in TFT annual review publication
- Press release announcing agreement

Provider Rights for the use and benefit of TFT

- Non-exclusive, non-transferable right to use the words “Bradford Creek Public Golf Course” and Provider’s logo (“Provider Marks”), as provided by Provider for the limited purposes hereunder in connection with the performance of this Agreement and used in accordance with Provider’s trademark usage guidelines as published from time to time
- TFT description on Provider’s website (http://www.greenvillenc.gov/bradford_creek) with TFT website contact link
- Press release announcing agreement



City of Greenville, North Carolina

Meeting Date: 10/7/2013
Time: 6:00 PM

Title of Item: Adoption of Recreation and Parks Facility Rating Index

Explanation: **Abstract:** The Facility Rating Index was developed in response to a City Council Action Item to "Establish a Recreation and Parks facility condition rating index to aid in the prioritization of Recreation and Parks facility improvements." This index is intended to provide an objective ranking tool that can be used when considering the funding of specific Recreation and Parks facility improvements.

Explanation: This Facility Rating Index is designed to evaluate the relative needs of existing parks and buildings and assign a point value to that need. The index utilizes 12 criteria that are designated as either primary or secondary. Primary criteria can receive between 0 and 10 points, while secondary criteria can receive between 0 and 5 points. When using this rating tool, the reviewer will assign more points to facilities with significant problems, and less points to those with less severe issues.

The intent of developing this rating index is to provide an objective method of evaluating and ranking existing facility needs. No such method or tool is perfect as some degree of subjectivity is inevitable. To this end, staff stresses that this is just a tool, the results of which should be used to assist management and City Council in making future funding decisions. The results are not absolute and should not be construed as such.

At the September 11, 2013, meeting of the Recreation and Parks Commission, members voted unanimously to recommend Council's adoption of the Facility Rating Index.


Fiscal Note: There is no fiscal impact related to the approval of this ranking tool.

Recommendation: Approve the adoption of the Facility Rating Index to serve as a tool to assist in

the prioritization of existing Recreation and Parks facility improvements.

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Attachments / click to download

 [Facility_Rating_Index_agenda_item_964179](#)

EXISTING PARK/BUILDING INDEX; CRITERIA EXPLANATIONS

GENERAL EXPLANATION: Note that all rankings are weighted. "Core Criteria" are ranked from 0 to 10. "Non-Core" Criteria are ranked from 0 to 5. This allows the reviewer to assign more points to locations with significant problems, less points to a location with less severe problems. The professional judgment of the reviewer will always come into play in any ranking system, but efforts were made to minimize subjectivity.

PRIMARY CORE RANKING CRITERIA (0 TO 10 POINTS)

1. Facility has Safety &/or Health issues that could threaten users if not corrected. (0 = No Safety/Health Issues; 5 = Some issues; 10 = Significant issues)

Explanation: There needs to be a broad opportunity to capture specific building issues related to Health or Safety. "Meeting building code" is too narrow and could allow unsafe conditions to persist. For example, a deteriorated gym floor is not a building code issue but could represent a hazard to the players. Or, an old leaking roof is not a building code violation until there are significant secondary damages to the building structure.

2. ADA non-compliant, OSHA violation, or other legal issue present at the facility. (0 = Compliant; 5 = Some non-compliance; 10 = Significant Non-Compliance).

Explanation: These items represent legal issues and are thus a priority.

3. Facility has deteriorated infrastructure problems that will likely result in additional building, facility, or equipment damage and thus significantly increasing the cost of the ultimate repair. (0 = Sound Infrastructure; 5 = Some deterioration; 10 = Deteriorated Infrastructure). Example: Deteriorated roofing allows building leakage, which creates secondary damage, thus increasing the ultimate repair cost.

Explanation: An example of infrastructure deterioration is not replacing the Dehumidifier at the Aquatic Center when required. This was not a safety issue but when the unit failed the extreme humidity in the building caused secondary building damage (failed EIFS, rusting steel, ruined paint on pool walls, etc). Another example would be old building water lines that can fail without notice. This "infrastructure deterioration" is not a code violation, but significant secondary damage will occur if a water line fails overnight and is not discovered for a long period of time. Note that an old water line leaking at the building foundation at Eppes contributed to foundation settlement, which resulted in a very expensive foundation stabilization project. "Poor conditions" might simply be severely deteriorated paint or rotten carpet. That does not represent an acceptable standard, but it is not a code or safety violation.

4. Existing facility is in very poor condition resulting in a level of service to community and key user groups that is substandard, but health/safety issues may not be present. (0 = Service level acceptable; 5 = some services are substandard; 10 = Service is generally substandard).

5. Need has been identified in the Comprehensive Master Plan (CMP) &/or the Capital Needs Assessment (CNA). (0 = Not identified in CMP or the CNA; 5 = Identified in either the CMP or CNA; 10 = Identified in both the CMP & CNA).

SECONDARY NON-CORE RANKING CRITERIA (0-5 POINTS)

6. Facility has the potential to be competitive for non-local funding (Federal, State, or private grants) or other outside funding opportunities for all or part of renovation &/or development costs. (0 = No Grant Potential; 3 = Fair Grant Potential; 5 = High Potential, Grant Likely).

<p>Explanation: Grants are frequently targeted to specific areas or purposes. For example, Transportation funding specifically targets greenway development, but it is not available for building renovation. If there is an opportunity for a large transportation grant, this fact should move a greenway project up in the funding priority. As another example, CDBG funding is only available for certain areas of the city, not in all areas. An identified project in an eligible part of the city should receive a higher priority if a large portion of the project can be funded thru a grant.</p>
<p>7. Distance of a facility from a similar city owned facility that meets similar recreational needs. (0 = 1/2 mile; 3 = One mile; 5 = Greater than one mile).</p>
<p>Explanation: If there are alternative locations in one community for programs or services, but no alternatives in another community, the community with no or fewer alternatives should receive a higher ranking.</p>
<p>8. The facility provides, or could provide, a unique activity or opportunity that is not found at any other facility in the city or region. (0 = Other similar facilities nearby; 3 = similar facility some distance away; 5 = Unique facility in the region). Example: developing a skate board park as a component of facility development.</p>
<p>Explanation: A unique type of facility, such as the BMX park or the Bradford Soccer Complex, should receive consideration as it is the only facility of its type for specific user groups in the city.</p>
<p>9. The facility is within a census tract that is at or below the poverty index as identified in the US Census and by Community Development. (0 = Neighborhood is not economically distressed; 5 = Neighborhood has been identified as economically distressed).</p>
<p>Explanation: It is assumed that residents of economically distressed neighborhoods have fewer recreational opportunities and have less transportation alternatives to more distant recreation sites.</p>
<p>10. Improving this facility promotes equity in similar types of facilities or buildings. (Example: Air conditioned gym and a gym without air conditioning.) (0 = No equity issues; 5 = Promotes equity in City Facilities).</p>
<p>Explanation: All facilities of a similar nature throughout the city should provide a similar, equitable level of facility or structural quality for the citizens regardless of the location of those facilities.</p>
<p>11. "Low Hanging Fruit"... a significant new amenity or amenity upgrade can be developed on city owned land for relatively low cost. (0 = High cost of development; 5 = Relatively low development cost).</p>
<p>12. Operational Impacts: Facility improvements/addition will impact operational costs. (0 = significant increase in operational costs ; 5 = significant reduction in operational costs.)</p>
<p>Explanation: It is likely that facility <u>expansions, or service expansions,</u> will increase costs. For example, adding air conditioning, or adding rooms will increase costs. However, some facility work could decrease costs. Replacing windows with significant air leakage (as we did at Eppes) will reduce utility costs. It really depends on what work is done.</p>

#964179



City of Greenville, North Carolina

Meeting Date: 10/7/2013
Time: 6:00 PM

Title of Item: Resolution adopting the City of Greenville Local Preference Policy

Explanation: **Abstract:** City Council requested that a Local Preference Policy be prepared for its consideration. The policy provides a preference to local businesses in the procurement of goods and services for the contracts which the City may apply a local preference when applying federal and state law. After reviewing a proposed policy at its September 12, 2013, meeting, City Council requested that some changes be made to the policy and be presented to Council in October

Explanation: At its June 13, 2013, meeting, City Council requested that a Local Preference Policy be prepared for its consideration. City Council requested that the policy be the strongest preference policy allowed by law.

At its September 12, 2013, meeting, a proposed Local Preference Policy was presented to City Council. City Council requested some changes be made to the Policy and be presented to Council in October. Also, input was received from the Chamber of Commerce. A letter from Chamber President Scott Senatore is attached. One suggestion by the Chamber is that the local preference should be given to businesses located within Pitt County not just to those located within the City of Greenville.

Attached is an amended Local Preference Policy with the changes made from the previous proposed policy being shown in red. A summary of the changes made is as follows:

- 1) Increases from \$10,000 to \$25,000 the cap on the difference in the lowest non-local bid and a local bid which will allow the local bidder the opportunity to match the lowest bid. The \$10,000 cap is 5% of a \$200,000 contract while the \$25,000 cap is 5% of a \$500,000 contract. Having a cap remains important for the "reasonableness" of the preference.
- 2) Provides more clarity (and is more restrictive) in listing the purchases which will be exempted from the Policy. Previously, it was when an emergency

situation exists and when either the Purchasing Manager or Department Head determines that not seeking bids is in the best interest of the City. Now it is (i) when bids or proposals are not sought due to an emergency situation; or (ii) in special cases when the required expertise or item is not available locally or in a timely manner, as determined by either the Purchasing Manager or Department Head; or (iii) when the purchase involves an expenditure of less than \$1,000; or (iv) when the purchase involves an expenditure equal to or greater than \$1,000 and less than \$10,000 when the purchase is from a business which qualifies as an Eligible Local Bidder.

3) Provides that the Bidder's Certification of Local Preference Form does not have to be submitted with each bid but that it must be submitted with or prior to a bid. It also defines when updates are required. This will allow the form to be on file in the Purchasing Division and eliminate the need for a bidder to fill out the form multiple times.

4) Provides that a home office will qualify for a preference provided that the home office has been used for a period of at least one year. Also, when the three employee qualification applies, the employees are to be based and working out of the office or store rather than having their work assignments directed from the office or store.

5) Provides direction on the solicitation of bids when the Local Preference Policy applies. The request for bids or proposals will be posted on the City website. Notification will be provided to businesses located in the City and which have submitted the Bidder's Certification for Local Preference Form and will also be provided to other bidders as appropriate for the item or service sought.

6) Changes the effective date of the policy to January 1, 2014.

There was a request to increase the amount of points allocated for a local business when qualifications of bidders and not price as a bid is considered. The 5% is based upon the requirement that the preference is "reasonable". The 5% was not changed since this is the amount which is considered legally acceptable.

* * * *

The attached Local Preference Policy does the following:

1) Defines the contracts for which the policy applies. The following contracts may be subject to a Local Preference Policy and are included in the proposed policy when bids or proposals are sought:

- 1) Contracts for the purchase of apparatus, supplies, and equipment costing less than \$30,000;
- 2) Contracts for construction or repair costing less than \$30,000;
- 3) Contracts for architectural, engineering, surveying, construction management at risk services, design-build services, and public-private partnership construction services costing less than \$50,000; and
- 4) Contracts for services (other than contracts for architectural,

engineering, surveying, construction management at risk services, design build services, and public-private partnership construction services).

2) Includes a purpose statement. The purpose of the policy is to ensure the best overall value in the procurement of goods and services while supporting the City's economic development by supporting local business. It further notes the additional benefit derived when goods and services are provided by local businesses which have the opportunity to be more timely and responsive.

3) Defines as local the geographic area of the corporate limits of the City of Greenville. Other possibilities considered were (a) Pitt County, (b) Pitt County and all of the counties which share a border with Pitt County (Edgecombe, Martin, Beaufort, Craven, Lenoir, Greene, and Wilson), and (c) an eastern region (area bounded by I-95, Virginia-North Carolina border, Atlantic Ocean, and NC 50). The corporate limits of the City was chosen since this more directly achieved the purpose of the policy.

4) Provides that for a local business to be eligible for a preference, it must have paid and be current on any applicable City of Greenville privilege license fees and property taxes in the City of Greenville. Additionally, provisions are included to ensure that the local business has a substantial presence in the City and not just a token presence.

For a bid involving the submittal of a price, the bidder must either:

- (a) Have an office or store from which all or a portion of its business is directed or managed and which is located within the corporate limits of the City of Greenville, consisting of at least 500 square feet of floor area within a building on property having a non-residential zoning classification;
- (b) Have an office or store located within the corporate limits of the City of Greenville and have at least three (3) employees who are based and working out of said office or store; or
- (c) Have an office from which all or a portion of its business is directed or managed and which is located within the corporate limits of the City of Greenville and within a residence as allowed by the Zoning Ordinance for a period of at least one (1) year.

For proposals not involving submittal of a price as a bid (proposals involving qualifications for service contracts), the bidder must either:

- (a) Have an office from which all or a portion of its business is directed or managed and which is located within the corporate limits of the City of Greenville, consisting of at least 500 square feet of floor area within a building on property having a non-residential zoning classification; or
- (b) Have an office located within the corporate limits of the City of Greenville and have at least three (3) employees who are based and working out of said office or store;
- (c) Have an office from which all or a portion of its business is directed or managed and which is located within the corporate limits of the City of Greenville and within a residence as allowed by the Zoning Ordinance for a period of at least one (1) year; or
- (d) Have an arrangement with one or more firms or companies that qualify as

an Eligible Local Bidder pursuant to (a), (b), or (c) above to subcontract with said firms or companies to perform at least twenty five percent (25%) of the dollar value of the work to be performed pursuant to the service contract, if the bidder is awarded the contract.

A form providing certifications relating to these qualifications is to be submitted by the bidder prior to or when a bid or proposal is submitted.

5) Provides a preference when bids are submitted involving the submittal of a price. A local business may match the bid of the lowest responsible, responsive bidder who is non-local provided the local business' bid is within 5% or \$25,000, whichever is less, of the lowest bid. This results in no additional expense to the City and is not expected to be a deterrent to the willingness of both local and non-local businesses to submit competitive bids. This dollar range is the amount considered legally acceptable.

6) Provides a preference when proposals are submitted without a price being submitted as a bid (proposals involving qualifications for service contracts). A local business receives 5% of the points to be awarded a bidder in an evaluation of the qualifications of bidders. This results in a preference to local businesses but also ensures that the qualifications of businesses are evaluated so that the City is receiving the service it requires.

7) Ensures flexibility in the purchasing process by stating that the Local Preference Policy does not apply (i) when bids or proposals are not sought due to an emergency situation; or (ii) in special cases when the required expertise or item is not available locally or in a timely manner, as determined by either the Purchasing Manager or Department Head; or (iii) when the purchase involves an expenditure of less than \$1,000; or (iv) when the purchase involves an expenditure of \$1,000 to \$10,000 and is from a business which qualifies as an Eligible Local Bidder.

8) Provides that the policy will be effective for requests for bids or proposals issued on or after January 1, 2014. This date was chosen since prior to implementation of the policy, the required forms will need to be developed, the Purchasing Manual revised, staff educated, and the vendor community educated.

9) Provides that notification that bids or proposals are being sought will be (i) posted on the City website, (ii) provided to potential local bidders who have submitted a Bidder's Certification for Local Bidder Preference Form, and (iii) provided to other potential bidders as deemed appropriate for the item or service sought.

10) Allows all businesses, whether local or not, to submit a bid or proposal and to be awarded a contract. The policy provides a preference and does not provide a guarantee that contracts are to be awarded to a local business.

* * * *

The attached memo dated July 18, 2012, provides information concerning the

legal considerations relating to a preference policy.

Also attached is an excerpt from the June 13, 2013, agenda item which provides information on local spending by the City in fiscal year 2011-2012, examples of local preference approaches, and potential advantages and disadvantages of a local preference policy.

Fiscal Note: Implementation of the Local Preference Policy is not expected to have any fiscal impact on the cost to the City of its goods and services.

Recommendation: If Council determines to proceed with a Local Preference Policy, adoption of the attached resolution will result in the adoption of the Local Preference Policy.

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Attachments / click to download

- [Memo to Mayor and CCM](#)
 - [Red Lined 9 25 Version RESOLUTION ADOPTING THE CITY OF GREENVILLE LOCAL PREFERENCE POLICY 963991](#)
 - [9 25 Version Resolution adopting the City of Greenville Local Preference Policy 963998](#)
 - [Excerpt from June 13 2013 Agenda Item 963969](#)
-

RESOLUTION NO. -13
RESOLUTION ADOPTING THE CITY OF GREENVILLE
LOCAL PREFERENCE POLICY

WHEREAS, the economic development of the City of Greenville will be promoted by the implementation of a Local Preference Policy in the procurement of goods and services in that it supports local business;

WHEREAS, in addition to promoting economic development, a Local Preference Policy provides a benefit to the City of Greenville in that local businesses have the opportunity to be more timely and responsive in providing goods and services; and

WHEREAS, the City Council of the City of Greenville hereby finds and determines that the Local Preference Policy herein adopted accomplishes the aforementioned goals while ensuring fiscal responsibility and the provision of goods and services in a manner which best serves the needs of the City of Greenville;

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

Section 1. That the City of Greenville Local Preference Policy is hereby adopted, said policy to read as follows:

CITY OF GREENVILLE LOCAL PREFERENCE POLICY

Section 1. Purpose.

The purpose of the Local Preference Policy is to ensure the best overall value in the procurement of goods and services while providing a preference to local businesses to support the City's economic development. The City's economic development is supported by the Local Preference Policy in that the policy supports local business. An additional benefit of a Local Preference Policy is the benefit derived by the City when goods and services are being provided by local businesses which have the opportunity to be more timely and responsive when providing goods and services.

Section 2. Definitions.

- (a) Eligible Local Bidder means a bidder that has paid and is current on any applicable City of Greenville privilege license fees and on property taxes in the City of Greenville and who meets the qualifications set forth in Section 5.
- (b) Non-Local Bidder means a bidder that is not an Eligible Local Bidder as defined in subsection (a).
- (c) Responsible bidder means the bid or proposal is submitted by a bidder that has the skill, judgment and integrity necessary for the faithful performance of the contract, as well as sufficient financial resources and ability.

(d) Responsive bidder means that the bid or proposal submitted by a bidder complies with the specifications or requirements for the request for bids or request for proposals.

Section 3. Policy.

The policy of the City of Greenville is to provide a preference to local businesses in the procurement of goods and services for the contracts which the City may apply a local preference when applying federal and state law. When the request for bids involves the bidder submitting a price, a price-matching preference will be given to Eligible Local Bidders on contracts for the purchase of goods and services. The preference will allow an Eligible Local Bidder to match the price and terms of the lowest responsible, responsive bidder who is a Non-Local Bidder, if the Eligible Local Bidder's price is within five percent (5%) or \$10,000, \$25,000 whichever is less, of the lowest responsible, responsive Non-Local Bidder's price. When the request seeking proposals is based upon qualifications for a service contract without a price being submitted as a bid when the proposal is submitted, a factor in the evaluation of proposals shall be whether the proposal is submitted by an Eligible Local Bidder. Five percent (5%) of the points to be awarded to a bidder in an evaluation of proposals shall be awarded to an Eligible Local Bidder.

Section 4. Local Preference Eligible Contracts.

The provisions of the Local Preference Policy shall apply when bids or proposals are sought for the following:

- 1) Contracts for the purchase of apparatus, supplies and equipment costing less than \$30,000;
- 2) Contracts for construction or repair costing less than \$30,000;
- 3) Contracts for architectural, engineering, surveying, construction management at risk services, design-build services, and public-private partnership construction services costing less than \$50,000; and
- 4) Contracts for services (other than contracts for architectural, engineering, surveying, construction management at risk services, design-build services, and public-private partnership construction services).

Notwithstanding the foregoing, the provisions of the Local Preference Policy shall not apply to contracts involving a project funded by a federal grant unless the grant has specific language which overrides the prohibition of the Grants Management Common Rule which does not allow local preferences and the provisions of the Local Preference Policy shall not apply (i) when bids or proposals are not sought due to an emergency situation or ~~when~~ (ii) in special cases when the required expertise or item is not available locally or in a timely manner, as determined by either the Purchasing Manager or Department Head, ~~determines that not seeking bids or proposals is in the best interest of the City of Greenville~~ or (iii) when the purchase involves an expenditure of less than \$1,000 or (iv) when the purchase involves an expenditure equal to or greater than \$1,000

and less than \$10,000 when the purchase is from a business which qualifies as an Eligible Local Bidder.

Section 5. Qualifications.

In order to qualify for the local preference, an Eligible Local Bidder must complete the Bidder's Certification for Local Preference Form and ~~include it with~~ submit it to the Purchasing Manager with or prior to the submittal of the bid or proposal. A Bidder's Certification for Local Preference Form shall be required to be updated by a bidder (i) when matters certified to in the form have materially changed and (ii) when notified by the Purchasing Manager that a periodic update is required. The Eligible Local Bidder must have paid and be current on any applicable City of Greenville privilege license fees and on property taxes in the City of Greenville.

When the request for bids involves the bidder submitting a price, in order for a bidder to be an Eligible Local Bidder, the bidder must either:

- (a) Have an office or store from which all or a portion of its business is directed or managed and which is located within the corporate limits of the City of Greenville consisting of at least 500 square feet of floor area within a building on property having a non-residential zoning classification; or
- (b) Have an office or store located within the corporate limits of the City of Greenville and have at least three (3) employees ~~whose work assignment-s are directed from~~ who are based and working out of said office or store; or
- (c) Have an office from which all or a portion of its business is directed or managed and which is located within a residence within the corporate limits of the City of Greenville as allowed by the Zoning Ordinance for a period of at least one (1) year.

When the request seeking proposals is based upon qualifications for a service contract without a price being submitted as a bid when the proposal is submitted, in order for a bidder to be considered as an Eligible Local Bidder, the bidder must either:

- (a) Have an office from which all or a portion of its business is directed or managed and which is located within the corporate limits of the City of Greenville consisting of at least 500 square feet of floor area within a building on property having a non-residential zoning classification; or
- (b) Have an office located within the corporate limits of the City of Greenville and have at least three (3) employees ~~whose work assignments are directed from~~ who are based and working out of said office; or

- (c) Have an office from which all or a portion of its business is directed or managed and which is located within a residence within the corporate limits of the City of Greenville as allowed by the Zoning Ordinance for a period of at least one (1) year; or
- (d) Have an arrangement with one or more firms or companies that qualify as an Eligible Local Bidder pursuant to (a), ~~(b)~~, or (c) above to subcontract with said firms or companies to perform at least twenty five percent (25%) of the dollar value of the work to be performed pursuant to the service contract, if the bidder is awarded the contract.

Section 6. Process When Bid Involves Price.

Bids will be evaluated in accordance with the award criteria stated in the request for bids to determine the lowest responsible, responsive bid when the request for bids involves the bidder submitting a price. If the lowest responsible, responsive bid is submitted by an Eligible Local Bidder, then there will be no consideration of the price-matching preference. If the lowest responsible, responsive bid is submitted by a bidder who is not an Eligible Local Bidder and there are no submitted bids from an Eligible Local Bidder that is within 5% or ~~\$10,000~~ \$25,000, whichever is less, of the lowest responsible, responsive bid, then none of the Eligible Local Bidders will qualify for the price-matching preference. The award will be made to the lowest responsible, responsive bidder.

If the lowest responsible, responsive bid is submitted by a Non-Local Bidder and there are one or more Eligible Local Bidders that submit a bid within 5% or ~~\$10,000~~ \$25,000, whichever is less, of the lowest responsible, responsive bid, then the Bidder's Certification for Local Preference Form of the Eligible Local Bidder(s) shall be reviewed to determine whether the Eligible Local Bidder's certification is compliant. Additional clarification may be sought of the certification and/or information in an Eligible Local Bidder's certification and additional documentation may be requested if necessary. Failure to supply the requested information will result in the Eligible Local Bidder not receiving a price-matching preference.

If only one Eligible Local Bidder qualifies for the price-matching preference, the Eligible Local Bidder will first be offered the contract award and will have two (2) business days to accept or decline the award based on the lowest responsible, responsive bidder's price. If the lowest responsible, responsive Eligible Local Bidder declines to accept the contract award, then the award is made to the lowest responsible, responsive bidder.

If more than one Eligible Local Bidder qualifies for the price-matching preference, then the qualified Eligible Local Bidders shall be prioritized according to their original bids, from lowest to highest, so that the Eligible Local Bidder who submitted the lowest responsible, responsive bid should get the first opportunity to match the quote of the lowest responsible, responsive Non-Local

Bidder. The Eligible Local Bidder will first be offered the contract award and will have two (2) business days to accept or decline the award based on the lowest responsible, responsive Non-Local Bidder's price. If the lowest responsible, responsive Eligible Local Bidder declines to accept the contract award, then the contract should be offered to the next lowest responsible, responsive Eligible Local Bidder and will continue in this manner until either a responsible, responsive Eligible Local Bidder within five percent (5%) or ~~\$10,000-\$25,000~~, whichever is less, of the lowest responsible, responsive bid accepts the contract award or the award is made to the lowest responsible, responsive bidder if no qualified Eligible Local Bidder accepts the award. If two responsible, responsive Eligible Local Bidders qualify for the price-matching preference and both bid the same amount, then the Eligible Local Bidder which will be offered the contract award will be chosen by lot.

At any time, all bids may be rejected.

Section 7. Process When Considering Qualifications for Service Contracts.

When the request seeking proposals is based upon qualifications for a service contract without a price being submitted as a bid when the proposal is submitted, the request seeking proposals shall state that being local is a factor to be considered in determining the qualifications of the bidder. The proposals will be evaluated in accordance with an award criteria developed to determine the best qualified responsible, responsive bidder submitting a proposal. The Bidder's Certification for Local Preference Form shall be reviewed to determine whether the Eligible Local Bidder certification is compliant. Five percent (5%) of the points to be awarded to a bidder in an evaluation shall be awarded to each Eligible Local Bidder submitting a proposal. Once the best qualified responsible, responsive bidder submitting a proposal is determined, the price is then negotiated. If an agreement on the price does not occur, then the City will negotiate with the next best qualified responsible, responsive bidder submitting a proposal.

Although being local is a factor in determining the best qualified responsible, responsive bidder submitting a proposal, other factors such as specialized experience and expertise will be a component of the award criteria when determining the best qualified proposal.

At any time, all proposals may be rejected.

Section 8. Solicitation of Bids or Proposals.

Whenever bids or proposals are sought by directly contacting bidders for bids or proposals for a contract for which the provisions of the Local Preference Policy apply, the request for bids or proposals shall be posted on the City of Greenville's website. Notification of the request for bids or proposals shall also be provided to potential bidders having an office or store located within the corporate limits of the City of Greenville which have submitted a Bidder's Certification for Local

Preference Form and which offer the item or service sought. Notification of the request for bids or proposals will be provided to other potential bidders as deemed appropriate by the Purchasing Manager or Department Head for the item or service sought.

Section ~~89~~. False or Substantially Inaccurate or Misleading Certifications.

If at any time during or after the procurement process, the City determines that certifications or information in the Bidder's Certificate for Local Preference Form are false, substantially inaccurate or misleading, the City Manager or designee may:

- (1) Cancel the Eligible Local Bidder's contract and/or purchase order that was awarded based on the preference: The Eligible Local Bidder shall be liable for all costs it incurs as a result of the cancellation and all increased costs of the City that may be incurred by awarding the contract to the next lowest bidder;
- (2) Exclude the bidder from any preference in any future City bidding opportunities for a period of time determined by the City Manager or designee; and/or
- (3) Debar the bidder from doing business with the City for a period of time determined by the City Manager or designee.

Section 2. That all resolutions and clauses of resolutions in conflict with this resolution are hereby repealed.

Section 3. That this resolution shall become effective for requests for bids or proposals issued on or after ~~December 1, 2013~~ January 1, 2014.

This the 9th day of September, 2013.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

RESOLUTION NO. -13
RESOLUTION ADOPTING THE CITY OF GREENVILLE
LOCAL PREFERENCE POLICY

WHEREAS, the economic development of the City of Greenville will be promoted by the implementation of a Local Preference Policy in the procurement of goods and services in that it supports local business;

WHEREAS, in addition to promoting economic development, a Local Preference Policy provides a benefit to the City of Greenville in that local businesses have the opportunity to be more timely and responsive in providing goods and services; and

WHEREAS, the City Council of the City of Greenville hereby finds and determines that the Local Preference Policy herein adopted accomplishes the aforementioned goals while ensuring fiscal responsibility and the provision of goods and services in a manner which best serves the needs of the City of Greenville;

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

Section 1. That the City of Greenville Local Preference Policy is hereby adopted, said policy to read as follows:

CITY OF GREENVILLE LOCAL PREFERENCE POLICY

Section 1. Purpose.

The purpose of the Local Preference Policy is to ensure the best overall value in the procurement of goods and services while providing a preference to local businesses to support the City's economic development. The City's economic development is supported by the Local Preference Policy in that the policy supports local business. An additional benefit of a Local Preference Policy is the benefit derived by the City when goods and services are being provided by local businesses which have the opportunity to be more timely and responsive when providing goods and services.

Section 2. Definitions.

- (a) Eligible Local Bidder means a bidder that has paid and is current on any applicable City of Greenville privilege license fees and on property taxes in the City of Greenville and who meets the qualifications set forth in Section 5.
- (b) Non-Local Bidder means a bidder that is not an Eligible Local Bidder as defined in subsection (a).
- (c) Responsible bidder means the bid or proposal is submitted by a bidder that has the skill, judgment and integrity necessary for the faithful performance of the contract, as well as sufficient financial resources and ability.

(d) Responsive bidder means that the bid or proposal submitted by a bidder complies with the specifications or requirements for the request for bids or request for proposals.

Section 3. Policy.

The policy of the City of Greenville is to provide a preference to local businesses in the procurement of goods and services for the contracts which the City may apply a local preference when applying federal and state law. When the request for bids involves the bidder submitting a price, a price-matching preference will be given to Eligible Local Bidders on contracts for the purchase of goods and services. The preference will allow an Eligible Local Bidder to match the price and terms of the lowest responsible, responsive bidder who is a Non-Local Bidder, if the Eligible Local Bidder's price is within five percent (5%) or, \$25,000 whichever is less, of the lowest responsible, responsive Non-Local Bidder's price. When the request seeking proposals is based upon qualifications for a service contract without a price being submitted as a bid when the proposal is submitted, a factor in the evaluation of proposals shall be whether the proposal is submitted by an Eligible Local Bidder. Five percent (5%) of the points to be awarded to a bidder in an evaluation of proposals shall be awarded to an Eligible Local Bidder.

Section 4. Local Preference Eligible Contracts.

The provisions of the Local Preference Policy shall apply when bids or proposals are sought for the following:

- 1) Contracts for the purchase of apparatus, supplies and equipment costing less than \$30,000;
- 2) Contracts for construction or repair costing less than \$30,000;
- 3) Contracts for architectural, engineering, surveying, construction management at risk services, design-build services, and public-private partnership construction services costing less than \$50,000; and
- 4) Contracts for services (other than contracts for architectural, engineering, surveying, construction management at risk services, design-build services, and public-private partnership construction services).

Notwithstanding the foregoing, the provisions of the Local Preference Policy shall not apply to contracts involving a project funded by a federal grant unless the grant has specific language which overrides the prohibition of the Grants Management Common Rule which does not allow local preferences and the provisions of the Local Preference Policy shall not apply (i) when bids or proposals are not sought due to an emergency situation or (ii) in special cases when the required expertise or item is not available locally or in a timely manner, as determined by either the Purchasing Manager or Department Head, or (iii) when the purchase involves an expenditure of less than \$1,000 or (iv) when the purchase involves an expenditure equal to or greater than \$1,000 and less than

\$10,000 when the purchase is from a business which qualifies as an Eligible Local Bidder.

Section 5. Qualifications.

In order to qualify for the local preference, an Eligible Local Bidder must complete the Bidder's Certification for Local Preference Form and submit it to the Purchasing Manager with or prior to the submittal of the bid or proposal. A Bidder's Certification for Local Preference Form shall be required to be updated by a bidder (i) when matters certified to in the form have materially changed and (ii) when notified by the Purchasing Manager that a periodic update is required. The Eligible Local Bidder must have paid and be current on any applicable City of Greenville privilege license fees and on property taxes in the City of Greenville.

When the request for bids involves the bidder submitting a price, in order for a bidder to be an Eligible Local Bidder, the bidder must either:

- (a) Have an office or store from which all or a portion of its business is directed or managed and which is located within the corporate limits of the City of Greenville consisting of at least 500 square feet of floor area within a building on property having a non-residential zoning classification; or
- (b) Have an office or store located within the corporate limits of the City of Greenville and have at least three (3) employees who are based and working out of said office or store; or
- (c) Have an office from which all or a portion of its business is directed or managed and which is located within a residence within the corporate limits of the City of Greenville as allowed by the Zoning Ordinance for a period of at least one (1) year.

When the request seeking proposals is based upon qualifications for a service contract without a price being submitted as a bid when the proposal is submitted, in order for a bidder to be considered as an Eligible Local Bidder, the bidder must either:

- (a) Have an office from which all or a portion of its business is directed or managed and which is located within the corporate limits of the City of Greenville consisting of at least 500 square feet of floor area within a building on property having a non-residential zoning classification; or
- (b) Have an office located within the corporate limits of the City of Greenville and have at least three (3) employees who are based and working out of said office; or

- (c) Have an office from which all or a portion of its business is directed or managed and which is located within a residence within the corporate limits of the City of Greenville as allowed by the Zoning Ordinance for a period of at least one (1) year; or
- (d) Have an arrangement with one or more firms or companies that qualify as an Eligible Local Bidder pursuant to (a), (b), or (c) above to subcontract with said firms or companies to perform at least twenty five percent (25%) of the dollar value of the work to be performed pursuant to the service contract, if the bidder is awarded the contract.

Section 6. Process When Bid Involves Price.

Bids will be evaluated in accordance with the award criteria stated in the request for bids to determine the lowest responsible, responsive bid when the request for bids involves the bidder submitting a price. If the lowest responsible, responsive bid is submitted by an Eligible Local Bidder, then there will be no consideration of the price-matching preference. If the lowest responsible, responsive bid is submitted by a bidder who is not an Eligible Local Bidder and there are no submitted bids from an Eligible Local Bidder that is within 5% or \$25,000, whichever is less, of the lowest responsible, responsive bid, then none of the Eligible Local Bidders will qualify for the price-matching preference. The award will be made to the lowest responsible, responsive bidder.

If the lowest responsible, responsive bid is submitted by a Non-Local Bidder and there are one or more Eligible Local Bidders that submit a bid within 5% or \$25,000, whichever is less, of the lowest responsible, responsive bid, then the Bidder's Certification for Local Preference Form of the Eligible Local Bidder(s) shall be reviewed to determine whether the Eligible Local Bidder's certification is compliant. Additional clarification may be sought of the certification and/or information in an Eligible Local Bidder's certification and additional documentation may be requested if necessary. Failure to supply the requested information will result in the Eligible Local Bidder not receiving a price-matching preference.

If only one Eligible Local Bidder qualifies for the price-matching preference, the Eligible Local Bidder will first be offered the contract award and will have two (2) business days to accept or decline the award based on the lowest responsible, responsive bidder's price. If the lowest responsible, responsive Eligible Local Bidder declines to accept the contract award, then the award is made to the lowest responsible, responsive bidder.

If more than one Eligible Local Bidder qualifies for the price-matching preference, then the qualified Eligible Local Bidders shall be prioritized according to their original bids, from lowest to highest, so that the Eligible Local Bidder who submitted the lowest responsible, responsive bid should get the first opportunity to match the quote of the lowest responsible, responsive Non-Local

Bidder. The Eligible Local Bidder will first be offered the contract award and will have two (2) business days to accept or decline the award based on the lowest responsible, responsive Non-Local Bidder's price. If the lowest responsible, responsive Eligible Local Bidder declines to accept the contract award, then the contract should be offered to the next lowest responsible, responsive Eligible Local Bidder and will continue in this manner until either a responsible, responsive Eligible Local Bidder within five percent (5%) or \$25,000, whichever is less, of the lowest responsible, responsive bid accepts the contract award or the award is made to the lowest responsible, responsive bidder if no qualified Eligible Local Bidder accepts the award. If two responsible, responsive Eligible Local Bidders qualify for the price-matching preference and both bid the same amount, then the Eligible Local Bidder which will be offered the contract award will be chosen by lot.

At any time, all bids may be rejected.

Section 7. Process When Considering Qualifications for Service Contracts.

When the request seeking proposals is based upon qualifications for a service contract without a price being submitted as a bid when the proposal is submitted, the request seeking proposals shall state that being local is a factor to be considered in determining the qualifications of the bidder. The proposals will be evaluated in accordance with an award criteria developed to determine the best qualified responsible, responsive bidder submitting a proposal. The Bidder's Certification for Local Preference Form shall be reviewed to determine whether the Eligible Local Bidder certification is compliant. Five percent (5%) of the points to be awarded to a bidder in an evaluation shall be awarded to each Eligible Local Bidder submitting a proposal. Once the best qualified responsible, responsive bidder submitting a proposal is determined, the price is then negotiated. If an agreement on the price does not occur, then the City will negotiate with the next best qualified responsible, responsive bidder submitting a proposal.

Although being local is a factor in determining the best qualified responsible, responsive bidder submitting a proposal, other factors such as specialized experience and expertise will be a component of the award criteria when determining the best qualified proposal.

At any time, all proposals may be rejected.

Section 8. Solicitation of Bids or Proposals.

Whenever bids or proposals are sought by directly contacting bidders for bids or proposals for a contract for which the provisions of the Local Preference Policy apply, the request for bids or proposals shall be posted on the City of Greenville's website. Notification of the request for bids or proposals shall also be provided to potential bidders having an office or store located within the corporate limits of

the City of Greenville which have submitted a Bidder's Certification for Local Preference Form and which offer the item or service sought. Notification of the request for bids or proposals will be provided to other potential bidders as deemed appropriate by the Purchasing Manager or Department Head for the item or service sought.

Section 9. False or Substantially Inaccurate or Misleading Certifications.

If at any time during or after the procurement process, the City determines that certifications or information in the Bidder's Certificate for Local Preference Form are false, substantially inaccurate or misleading, the City Manager or designee may:

- (1) Cancel the Eligible Local Bidder's contract and/or purchase order that was awarded based on the preference: The Eligible Local Bidder shall be liable for all costs it incurs as a result of the cancellation and all increased costs of the City that may be incurred by awarding the contract to the next lowest bidder;
- (2) Exclude the bidder from any preference in any future City bidding opportunities for a period of time determined by the City Manager or designee; and/or
- (3) Debar the bidder from doing business with the City for a period of time determined by the City Manager or designee.

Section 2. That all resolutions and clauses of resolutions in conflict with this resolution are hereby repealed.

Section 3. That this resolution shall become effective for requests for bids or proposals issued on or after January 1, 2014.

This the 7th day of October, 2013.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk



September 25, 2013

Mr. Dave Holec, City Attorney
City of Greenville
200 West Fifth Street
Greenville, NC 27835

Dear Mr. Holec:

As the City of Greenville continues to draft its Local Preference Policy, the leadership of the Greenville-Pitt County Chamber of Commerce believes the City should consider the following:

- **Include Pitt County in the definition of “local.”** By limiting the preference to businesses within the corporate limits of the City of Greenville, the City is not ensuring the best overall value in the procurement of goods and service. Businesses in Pitt County contribute to the City of Greenville’s economy in many ways. It would be in the City’s interest to give preference to businesses in Pitt County.
- **Amend the qualification requirements to:**
 - **Include Home-Based Businesses.** In today’s economy, not all businesses need store fronts. By not including home-based businesses, the policy omits quality, local businesses.
 - **Require bidder to be in business in Pitt County at least 3 to 6 months.** This is one way to address the City’s desire to determine the bidder’s commitment to Greenville and/or Pitt County.
- **Criteria to assess the bidder’s ability to perform.** Controls are needed to keep bidders from exceeding their normal scope of work.

“Buying Local” is a top priority among our 1,000 members. We appreciate the opportunity to provide feedback. We look forward to continuing to work with you to achieve success for our City.

Sincerely,

A handwritten signature in black ink, appearing to read 'S. Senatore'.

Scott Senatore, MBA, IOM
President

Excerpt from June 13, 2013, Agenda Item

Local Spending FY 2011-2012

Recognizing that City Council would likely desire context regarding the extent of local spending by the City, staff examined City expenditures for FY 2011-2012. For the purpose of this analysis, a vendor was considered local if they provided a mailing address with a Greenville zip code. It is recognized that this approach does not yield exact results, but it was the most readily available method staff could utilize for this purpose. The results of this analysis reveal that the total City expenditures for the for construction, purchases of supplies/equipment and professional and general services was \$17,255,854, of which \$11,568,584, or 67%, was spent with local (Greenville) vendors.

Additional analysis was conducted to determine the local / non-local spending amounts within the categories of purchasing that could legally be subject to a local preference policy. These include the following:

Contracts for the purchase of apparatus, supplies, and equipment costing less than \$30,000.

-Total spent with all vendors: \$6,212,836

-Total spent with local (Greenville) vendors: \$1,458,920 (23% of total)

Contracts for construction and repair costing less than \$30,000.

-Total spent with all vendors: \$1,861,540

-Total spent with local (Greenville) vendors: \$759,264 (40% of total)

Contracts for architectural, engineering, surveying, or construction management at risk services costing less than \$30,000.

-Total spent with all vendors: \$663,600

-Total spent with local (Greenville) vendors: \$264,084 (39% of total)

Contracts for services (other than contracts for architectural, engineering, surveying, or construction management at risk services).

-Total spent with all vendors: \$6,619,601

-Total spent with local (Greenville) vendors: \$1,755,990 (26% of total)

Examples of Local Preference Approaches

While the majority of the communities and other entities staff contacted (23 total) do not have any form of local preference policy adopted, the following entities have addressed the issue in various ways:

City of Burlington - Has a 5% matching local preference wherein local bids are accepted if they are within 5% of the lowest bid submitted. Burlington has defined local as any business located in Alamance County. This policy has been in place for two years, and according to City staff, it has not been used as they have not had any bid situations that fit this scenario.

City of Durham - Received special legislation from the General Assembly on June 11, 2011 to implement a race-gender neutral Small Local Business Enterprise Program. Using this authority they have proposed a Small Local Business Enterprise Program that limits bidding on certain types of contracts to only individuals and firms in Durham, Orange, Person, and Chatham Counties (Durham MSA). This limitation is generally applicable to construction contracts up to \$500,000 and architectural, engineering and surveying services contracts up to \$100,000. Contracts funded from grants and other governmental entities which restrict or prohibit the use of local preferences in contracting are exempted from this program.

City of Fayetteville - Fayetteville officials have had much discussion on this issue for several years. Officially, they do not have a local preference policy; however, on July 9, 2012, they adopted a *Hire Fayetteville First* policy which does have some local components. It should be noted that Fayetteville is still working towards how best to implement this policy.

City of Greensboro - In lieu of adopting a local preference policy, they operate under a local preference strategy to support local businesses. The strategy establishes a goal of 50% of total spending with local firms against which to monitor and track performance. They feel that this strategy allows them to support local businesses without the risks of diminished competition and increased costs associated with formal local preference policies. The strategy applies to all purchases and professional services, regardless of price, and construction contracts less than \$90,000.

New Hanover County (Wilmington area) – Does not have a formal policy, but the Board adopted a resolution in 2006 that requests that all Boards, Departments, Agencies, and Committees appointed or funded by New Hanover County explore local options first, and contract with local businesses including minorities, socially and economically disadvantaged individuals, and other small businesses for services, supplies, and equipment whenever possible and to the extent permissible by federal, state, and local laws whenever quality, price, and availability are equal to that of services, supplies, and equipment outside New Hanover County.

Cape Fear Public Utility - Has a Local Preference Policy that was effective July 13, 2011. Their policy applies to Service Contracts not specifically addressed by NC General Statutes, Construction Contracts under \$30,000, and Purchases costing \$5,000-\$30,000. The business is considered local if it has a physical office within New Hanover County. Their policy also will allow the lowest local vendor to match the lowest non-local bid if they are within 5% of the lowest nonlocal bid.

Potential Advantages and Disadvantages

While the specific advantages and disadvantages of a local preference policy will depend upon the specific construct of said policy, there are some general concepts that should be examined when considering the development of such a policy:

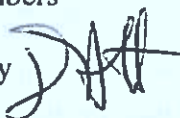
Potential Advantages

- Spending local will help support local business and the local economy.
- New businesses will be attracted to the area so as to have greater opportunities of doing business with the City.

Potential Disadvantages

- Local preference policies sometimes lead to reciprocity. A policy established by one jurisdiction could lead other jurisdictions to establish similar policies which, in turn, diminish the ability of our local businesses to do business elsewhere.
- Local preference policies can potentially increase the cost of goods and services purchased by the City with taxpayer dollars.
- Local preference policies can potentially diminish the effectiveness of M/WBE programs.

MEMORANDUM

TO: Mayor and City Council Members
FROM: David A. Holec, City Attorney 
DATE: July 18, 2012
SUBJECT: Local Vendor Preference Policy

City Council has previously received information relating to a local vendor preference policy. The purpose of this memo is to provide information concerning the legal considerations relating to a preference policy.

LEGAL PARAMETERS

No Preference when State Law Establishes Mandates

State law requires that certain bids be awarded to the lowest responsive, responsible bidder taking into consideration quality, performance and the time specified in the bid for the performance of the contract. Responsive means that the bidder's bid complies with the specifications or requirements for the bid. Responsibility means the bidder has the skill, judgment and integrity necessary for the faithful performance of the contract, as well as sufficient financial resources and ability. This means local preferences are not allowed for these contracts. Contracts which are governed by this standard are the following:

- (1) Contracts for the purchase of apparatus, supplies, materials, and equipment costing \$30,000 or more but less than \$90,000 (informal bidding process);
- (2) Contracts for the purchase of apparatus, supplies, materials, and equipment costing \$90,000 or more (formal bidding process);
- (3) Contracts for construction or repair services costing \$30,000 or more but less than \$500,000 (informal bidding process); and
- (4) Contracts for construction or repair services costing \$500,000 or more (formal bidding process).

State law requires that contracts for architectural, engineering, surveying and construction management at risk services are to be based upon a qualifications-based selection process. This means that the firm is to be selected first on qualifications and then the price is negotiated. This means that a local preference does not become involved. This qualification based standard does not apply to contracts costing less than \$30,000 (City Council has determined to exempt these contracts as allowed by State law) and any other contract costing \$30,000 or more specifically

exempted by City Council (State law allows City Council to exempt specific contracts by the adoption of a resolution).

No Preference when Federal Law Establishes Mandates

The Grants Management Common Rule provides that a project funded by a federal grant cannot utilize a local preference unless the grant has specific language which overrides this prohibition. Therefore, local preferences are not allowed for these contracts.

Possible Contracts to Apply Local Preferences

After removing the contracts in which federal or State law does not allow a local preference, the following contracts are possibilities for having a local preference policy:

- 1) Contracts for the purchase of apparatus, supplies and equipment costing less than \$30,000;
- 2) Contracts for construction or repair costing less than \$30,000;
- 3) Contracts for architectural, engineering, surveying, or construction management at risk services costing less than \$30,000;
- 4) Contracts for architectural, engineering, surveying, or construction management at risk services costing \$30,000 or more when the specific contract is exempted by resolution adopted by City Council; and
- 5) Contracts for services (other than contracts for architectural, engineering, surveying, or construction management at risk services).

Legitimate Interest

A local preference must be supported by a legitimate interest. The policy establishing the local preference must state this interest and the policy must be designed to achieve this interest. This is critically important if a local preference policy is challenged. Examples of interests which could be utilized:

- 1) Supporting local business;
- 2) Reducing local unemployment; and
- 3) Enhancing the local tax base.

U.S. Constitutional Implications

The Equal Protection Clause of the United States Constitution provides that a person is not to be denied the equal protection of the laws. The Courts have utilized this language as a check against laws or policies that treat one group of people differently than another group of people. When the characteristic determining the type of treatment is based upon geographic location (i.e. a local preference), the local preference policy would survive an Equal Protection Clause

challenge so long as the reason for the treatment is legitimate and the law or policy has some rational relationship to that legitimate goal. The preference afforded is required to be reasonable.

CONSIDERATIONS IN DEVELOPING A POLICY

Defining Local

A preference policy will need to define what geographic area is considered as local (for example, Greenville city limits or Pitt County) and what constitutes the bidder being local. This is critically important if a local preference policy is challenged. Options for defining local would include:

- 1) Owner is resident within Greenville city limits (or Pitt County)
- 2) Owner is a taxpayer to Greenville (or Pitt County)
- 3) Majority of employees are residents within Greenville city limits (or Pitt County)
- 4) Store or business location within Greenville city limits (or Pitt County) -- any store or business location
- 5) Store or business location within Greenville city limits (or Pitt County) -- headquarters

Local Preferences When Bids Involve Price

A preference policy applicable to the situation when bids involve price will need to establish a procedure to provide a reasonable preference for the local bidders when bids are received from local and non-local bidders. To be reasonable, the percentage preference needs to be relatively small with up to 5% being acceptable. When a non-local bidder has the lowest responsive, responsible bid and there are local bidders having responsive, responsible bids, alternative methods to provide a local preference include the following:

1) Bid Price Matching

When considering which bid to award, local bidders within "x" percent of the lowest responsive, responsible bid from a non-local bidder are given the opportunity to match the lowest bidder's bid. The lowest responsive, responsible local bidder that elects to match the lowest bidder's bid is awarded the contract. Example: non-local bidder bids \$100,000, local bidder bids \$104,000, and a 5% range is determined to apply. Since the local bidder's bid is within 5% of the non-local bidder's bid, the local bidder would be given the opportunity match the lowest bidder's bid. If the local bidder agrees to do so, the contract would be awarded to the local bidder and the contract amount would be \$100,000

2) Bid Decrease for Local Bidder

When considering which bid to award, local bidders within "x" percent of the lowest responsive, responsible bid would have a "x" percent reduction applied to their bid for the sole purpose of determining which bid is lowest. The contract would then be awarded to the lowest responsive, responsible bidder using these reduced bids for the local bidders. But, the contract amount

would remain the actual amount bid. Example: non-local bidder bids \$100,000, local bidder bids \$104,000, and a 5% decrease is applied to the local bidder's bid for the sole purpose of determining who has the lowest bid. This makes the local bidder's bid \$98,800 (\$104,000-\$5,200). So the local bidder would receive the bid but the contract amount would be \$104,000.

Local Preferences When Considering Qualifications for Service Contracts, then Negotiating Price - Discussion

Utilizing a local preference when service contracts are involved is more difficult since service providers are not necessarily interchangeable. Although one service provider may be able to provide a particular service in a generally acceptable manner, another service provider may have particular expertise or experience which results in a "better" service being provided in order to meet the needs of the City. Some examples:

- (1) The design of the Five Points Plaza. A local landscape architect or engineering company may have been able to provide this service, but an out of town firm had special experience or expertise in performing this service having done a similar project at Duke University.
- (2) The grant project administration for the Brownsfield Grant. A local engineering firm may have been able to provide this service including the performance of the Phase 1 and Phase 2 environmental studies, but an out of town firm had particular expertise in managing Environmental Protection Agency Brownsfield grants including compliance with the reporting requirements of the grant.
- (3) The design of the system for the Wayfinding Sign project. A local sign company or graphic art company may have been able to provide this service, but an out of town graphic design company with a transportation planning sub-consultant had experience with similar projects including compliance with NC DOT wayfinding regulations.

Because of the need for the City to ensure that it is receiving the service which is in the best interest of the City, it would be best if the implementation of the local preference provisions would only occur when there is a determination made that a local firm is able to provide the service in the manner which meets the City's needs. In other words, for the City's purpose of receiving the service in a manner which meets the City's needs, all factors are basically equal between the local firm and the non-local firm so awarding the contract to the local firm is a form of a tie breaker which does not result in the City receiving a lesser service.

When developing a policy utilizing this tie breaker format, the issues will be who makes the determination as to the firms being basically equal and the extent of the range between firms where they are still considered basically equal. This will be a subjective determination.

The need to ensure that the City is not receiving a lesser service is the reason North Carolina cities have strategies to promote the opportunities for a local firm to receive the award of the contract rather than formal preference policies. These include ensuring that local firms are given notice of opportunities to bid and using local businesses for convenience when purchasing small items or obtaining quotes for informal bids.

Subject to being able to demonstrate, if a local preference policy is challenged, that the local preference has a rational relationship to achieving the legitimate goal defined in a preference policy, it is possible to have the fact that a firm is local being a listed factor to be considered when evaluating the qualifications of firms or being a listed factor when determining the eligibility of firms to be awarded a contract.

Local Preferences When Considering Qualifications for Service Contracts, then Negotiating Price – Examples

Examples of possible preference policies are as follows:

- (1) Have a preference policy applicable to the situation when the qualifications for service contracts are considered and price negotiated later which establishes a tie breaker procedure to provide a reasonable preference for the local firm.

When a non-local firm is determined to be the most qualified and there are local firms who are determined to be qualified to perform the service in the manner which serves the City's needs, alternative methods to provide a local preference include the following:

- a) Consider the firms as basically equally qualified, use the fact that the firm is local as a tie breaker, and proceed to negotiate the price with the local qualified firm. Contract with the local qualified firm provided that a determination is made that the price negotiated is reasonable and in the best interest of the City.
- b) Solicit a price proposal from the firms determined to be qualified to perform the service. Then utilize the bid price matching method or bid decrease method on the price proposals described in the section entitled local preference when bids involve price.

- (2) Have a preference policy applicable to the situation when the qualifications for service contracts are considered and price negotiated later which provides that being local is a listed factor which is to be considered when evaluating the qualifications of the firms or that being local is a listed factor which is to be considered when determining the eligibility of firms to be awarded a contract.

ACTION REQUIRED

Council action to establish a preference policy will be required, if Council determines to establish a preference policy. Included within this will be re-consideration of the dollar amount

thresholds for when the formal bidding process is to be utilized. The Purchasing Manual of the City of Greenville will then be amended in order to conform with Council's actions.