



Agenda

Greenville City Council

December 14, 2020

6:00 PM

**This meeting will be virtual and conducted via Zoom. See the City's website
(www.greenvillenc.gov) for details.**

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

- I. Call Meeting To Order**
- II. Invocation - Council Member Daniels**
- III. Pledge of Allegiance**
- IV. Roll Call**
- V. Approval of Agenda**
- VI. 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.

- VII. Consent Agenda**

1. Adoption of 2021 State Legislative Agenda
2. Acceptance of Environmental Enhancement Grant Award and Approval of Memorandum of Understanding
3. Award of Wildwood Park Phase One Construction Contract to Designco Construction, Inc.
4. Resolution Approving a Lease Agreement With the Greenville Industrial-Eppes High School Alumni Heritage Society for Space Inside the C.M. Eppes Recreation Center
5. Resolution and Deed of Release to Abandon a Fifteen Feet Wide Utility Easement Across Tax Parcel Number 50113
6. Authorization for Greenville Utilities Commission to Initiate Condemnation Proceedings for Property/Easement Acquisition for the NC 33 Natural Gas Main Extension

VIII. New Business

7. Resolution Authorizing the Sale of Property Located at 431 West Fifth Street by Upset Bid Method
8. Resolution Authorizing the Sale of Property Located Off New Street by Upset Bid Process
9. Clarification of Mayor's Authority to Issue Emergency Proclamations
10. Chapter 160D: A New Land Use Law for North Carolina

IX. City Manager's Report

X. Comments from Mayor and City Council

XI. Adjournment



City of Greenville, North Carolina

Meeting Date: 12/14/2020

Title of Item: Adoption of 2021 State Legislative Agenda

Explanation: The firm of Ward and Smith has been retained to represent the City of Greenville's interests with the General Assembly and agencies of the State of North Carolina. Each year, it is customary for the City Council and City staff to define key legislation and priority projects that will be pursued by Ward and Smith on behalf of the City.

On November 5, 2020, Whitney Christenson of Ward and Smith conducted virtual meetings with City staff and members of City Council in order to identify priorities. A proposed 2021 State Legislative Agenda was developed based on those discussions, and it is attached for City Council's consideration.

Fiscal Note: Adoption of the legislative initiatives will not have a fiscal impact.

Recommendation: Adopt the City's 2021 State Legislative Agenda

ATTACHMENTS

 [2021 CoG Proposed Legislative Agenda.pdf](#)



CITY OF GREENVILLE – 2021 STATE LEGISLATIVE AGENDA

Top State Legislative Priorities for the 2021-22 Long Session

- Seek legislation and funding sources to improve the North Carolina Department of Transportation's financial position and its ability to generate sufficient revenue so that it is positioned to steadily deliver road projects without further delay or interruption.
- Seek legislation to appropriate funds to expand and improve the Brody School of Medicine.
- Support legislation to expand eligibility for Clean Water State Revolving fund dollars to include broader statewide investment in local stormwater projects.

ADDITIONAL PRIORITY LEGISLATION

Transportation

- Seek and support funding to improve interstate access in Eastern North Carolina to and from Greenville.
- Seek additional state funds allocated to maintenance and resurfacing of public roadways.

Revenue

- Seek legislation to create additional revenue sources for the City to use on special projects.
- Oppose any legislation to reallocate sales tax revenue that would decrease the City's current sales tax distribution.
- Oppose any unfunded mandates.

Supporting Businesses and Regional Economic Development

- Oppose additional state mandated pandemic business shutdowns that are applied statewide without being supported by local data. Support a regional approach to closing and opening the state's economy that better reflects local infection and hospitalization trends.

Public Safety

- Seek legislation to make recurring state appropriations to State Search and Rescue Program funds.
- Seek state funding resources for implementation of flood mitigation measures in the Neuse and Tar-Pamlico River Basins.

Enrichment

- Support legislation and appropriations to facilitate development and expansion of greenways.
- Advocate for sustained or increased state appropriations to the Parks and Recreation Trust Fund and support additional appropriations and grant opportunities that could be utilized by the City for recreational initiatives.

ADVOCACY POSITIONS

Transportation

- Support legislation to ensure that the amount of Powell Bill funds appropriated by the state is sustained and that distributions to municipalities are maintained or increased despite the trend of decreasing gas tax revenue.
- Support addition of a new funding stream for the Complete Streets Program to complete the county-based portion of sidewalks that have been funded by municipalities under the program.
- Support an increase in state appropriated funds for local transit projects and restoration of funding for the Rural Operating Assistance Program in the state budget.

Public Safety

- Support policies and related funding that advance co-responder emergency response initiatives that are inclusive of professional mental health support.
- Support state funding and related resources for any additional local enforcement and education of pandemic safety guidelines.

Enrichment

- Seek opportunities to support the City's broadband provider via state funding sources to facilitate continued expansion of high-speed broadband delivery within the City.

Miscellaneous Positions

- Support legislation to restore state appropriations for the Pitt-Greenville Airport that were rescinded in 2020.



City of Greenville, North Carolina

Meeting Date: 12/14/2020

Title of Item: Acceptance of Environmental Enhancement Grant Award and Approval of Memorandum of Understanding

Explanation: The Recreation and Parks Department applied for a 2020 Environmental Enhancement Grant from the State of North Carolina in May of 2020. On October 28, 2020, City staff received notification that the proposed project was selected for grant funding in the amount of \$88,275.00.

This funding will allow staff to proceed with a project to stabilize approximately 75 feet of Green Mill Run streambank which is currently eroding and compromising a section of the adjacent greenway. The erosion is also impacting water quality in the Tar-Pamlico River Basin. The streambank being improved is located between Elm Street Park and 10th Street. Attached with this agenda item is a map with the approximate location.

A Memorandum of Understanding (MOU) between the State Grant Program and the City is being presented for consideration. Acceptance of the MOU will allow staff to take the next step in the project, which will include the design and engineering phase. Once design has been completed, staff will bid out the project for construction. Construction is anticipated for the fall of 2021.

Fiscal Note: The \$88,275.00 in funding is through a reimbursement grant that requires no local match.

Recommendation: Accept the 2020 Environmental Enhancement Grant in the amount of \$88,275.00 and authorize the City Manager to execute the Memorandum of Understanding.

ATTACHMENTS

-  [MOU -COG 020-CR1.pdf](#)
-  [Enhancement Grant Map](#)

**City of Greenville,
North Carolina**

MEMORANDUM OF UNDERSTANDING FOR THE
ADMINISTRATION AND PROCEDURES OF THE
Smithfield Agreement ENVIRONMENTAL
ENHANCEMENT GRANT PROGRAM

This Memorandum of Understanding (“MOU”) of the administration and procedures of the *Smithfield Agreement* Environmental Enhancement Fund Grant Program (“EEG”) is hereby received and acknowledged on this the ____ day of _____ 2020 by the City of Greenville, (“Grantee”), a North Carolina Municipal corporation.

WITNESSETH

WHEREAS, on 25 July 2000, the Attorney General of North Carolina (“NCAG”) and Smithfield Foods, Inc. and its subsidiaries (“Smithfield”) entered into an agreement (“*Smithfield Agreement*”) which provided, *inter alia*, that Smithfield would provide funds to be administered by the Attorney General from which funds would be paid out to projects which enhance the environment of the State (“Grant Funds”); and,

WHEREAS, Smithfield has paid over the Grant Funds, as settlor, into a private trust account held for the purposes described above and as described in the *Smithfield Agreement*; and,

WHEREAS, these Grant Funds were provided by Smithfield with the intent and desire to have the Grant Funds held in trust by a private third-party fiduciary (“Trustee”); and

WHEREAS, it is the desire of the NCAG to comport with all applicable and relevant statutes in the discharge of the Attorney General’s duties under the *Smithfield Agreement*; and,

WHEREAS, the Grant Funds will be used to enhance the environment of the entire State, including eastern North Carolina, to obtain environmental easements, construct or maintain wetlands, and such other environmental purposes as the NCAG deems appropriate; and,

WHEREAS, the NCAG is empowered to designate organizations or trusts to receive payments from the Grant Funds for the purpose of environmental enhancement; and,

WHEREAS, the NCAG, in his capacity under the *Smithfield Agreement*, has sought to identify programs, with consultation from other applicable interested parties, as submitted under the Request for Proposals, dated March 31, 2020; and,

WHEREAS, the Grantee’s proposal has been designated for funding from the Grant Funds by the NCAG, as provided for in the *Smithfield Agreement*; and,

WHEREAS, the NCAG has designed EEG to administer environmental grants awarded under the *Smithfield Agreement*;

NOW THEREFORE, Grantee acknowledges its understanding of the following terms and conditions for the administration of the Environmental Enhancement Grant Program and the procedures by which Grant Funds are distributed as specified and described in detail below.

I. Memorandum Documents and Attachments

A. Grant Documents

The Grant Administration and Procedure Documents shall consist of the following:

- (1) This Memorandum
- (2) General Terms and Conditions Attachment A
- (3) Grantee’s original proposal and proposal update if applicable Attachment B
- (4) Project line item budget and budget narrative Attachment C
- (5) Notice of Conditions Attachment D
- (6) Reimbursement Procedure Attachment E
- (7) Schedule of Required Reports Attachment F

B. Entire Understanding

These documents describe and constitute the entire grant administration and procedure process and supersede all prior oral or written statements.

C. Electronic Documents

This MOU and attachments are offered to Grantee by the NCAG as electronic documents. Grantee accepts the MOU and attachments as electronic documents and will give these electronic documents the same force as paper documents.

II. Precedence Among Grant Documents

In the event of a conflict between or among the terms of the Grant Documents, the terms in the Grant Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Part I. A., above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Amendments to the Understanding, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

III. Effective Period

This Project shall begin on 1 January 2021 and shall terminate after 36 months on 31 December 2023. Within three months before the termination date of the grant, Grantee may send a written request to the NCAG for a no cost extension of time. The NCAG may grant or deny Grantee’s request, at its sole discretion. Extensions of time shall be made through a written amendment as provided for in the General Terms and Conditions as described in Attachment A. Reasonable expenses related to the Project incurred before the start date in this paragraph may be allowable at the discretion of the NCAG upon written request by the Grantee.

IV. Grantee's Proposal

Grantee's Proposal shall consist of the Grant Project as described in Attachment B. The Proposal shall be completed in accordance with the approved budget in Attachment C. Grantee may submit requests for reimbursement to the NCAG for the costs it has expended to complete the Grant Project as described in Attachment B.

V. NCAG's Discretion to Direct Disbursement of Funds

The NCAG shall have the sole discretion to direct the Trustee to disburse to the Grantee in the manner and in the amounts specified in the Memorandum of Understanding for the amounts and purposes as described in Attachments B and C. The total amount that may be directed in disbursement to the Grantee per this MOU shall not exceed \$88,275.00 (Eighty-eight thousand two hundred seventy-five dollars).

VI. Conditions Precedent

Grantee acknowledges that full and complete compliance with the terms described in the Notice of Conditions, Attachment D, is a condition precedent to any disbursement of any Grant Funds to Grantee.

VIII. Interest in Funds

Grantee denies, waives, or releases any interest, legal or equitable, created by contract, statute, or common law, which Grantee may have or Grantee may be found to have in the Grant Funds, as held by Trustee. If, upon the completion of the Grant Project, Grantee does not submit requests for disbursement, which total to the amount listed in paragraph V of this memorandum, Grantee has no expectation nor will Grantee request disbursement for any other expenditure not described in Attachments B or C.

IX. Payment Provisions

Grantee acknowledges and understands that the payment of any Grant Funds to Grantee per any Request for Reimbursement made by Grantee under this MOU are subject to the disbursement procedure as described in Grant Disbursement Procedures, Attachment E. Upon completion of the Grant Project, the Grantee shall complete a final accounting report, as described in Attachment F, within 60 days of the Grant Project completion date. If Grantee does not to complete the Grant Project, Grantee must notify NCAG and may submit a final report and request for reimbursement. The NCAG does not accept, attempt to undertake, or acknowledge any liability, obligation, or duty to Grantee by or upon the Grantee's submission of a Request for Reimbursement to the NCAG.

X. Party Designee

All notices permitted or required to be given by one Party to the other and all questions about Grant Procedures from one Party to the other shall be addressed and delivered to the other Party's Designee. The contact information for the Parties' respective initial Party Designees are set out below. Either Party may change any information in this part by giving timely written notice to the other Party.

- A. For the NCAG:
- Sarah G. Zambon
Assistant Attorney General
N.C. Department of Justice
- If Delivered Electronically: eeg@ncdoj.gov
- If Delivered by USPS: P.O. Box 629
Raleigh NC 27602-0629
- If Delivered by Courier: 114 W Edenton St
Raleigh NC 27603
- B. For the Grantee:
- Mark Nottingham
Parks Planner
- If Delivered Electronically: mnottingham@greenvillenc.gov
- If Delivered by USPS: PO Box 7207
Greenville, NC 27835
- If Delivered by Courier: Jaycee Park, 2000 Cedar Lane
Greenville, NC 27858

XI. Outsourcing

Grantee certifies that it has identified to the NCAG all jobs related to the Grant Project that have been outsourced to other countries, if any. Grantee will notify the NCAG upon the outsourcing of any position during the period of the Grant Project.

XII. Severability

Any portion of this MOU is necessarily severable from any other conditions or procedures therein. No part of this Memorandum of Understanding is to be construed to be in violation of any law or regulation, State or federal. If any part of this MOU is interpreted to be invalid or unenforceable, the remaining provisions of this Memorandum are unaffected and survive any such determination.

XIII. Read and Understood

Each party acknowledges that it has read and understands this Memorandum of Understanding and all attached Grant Documents.

XIX. Signature Warranty

The undersigned represent and warrant that they are authorized on behalf of their principals to assent to the understanding of the procedures contained herein.

IN WITNESS WHEREOF, the Grantee and the NCAG have executed this Memorandum of Understanding in duplicate originals, with one original being retained by each party.

City of Greenville, North Carolina

**NORTH CAROLINA ATTORNEY
GENERAL**

By: _____

JOSHUA STEIN

Name: Ann E. Wall
Title: City Manager

By: _____

Name: Alexander McC. Peters
Title: Chief Deputy Attorney General

Dated _____

Dated _____

ATTEST

By: _____

Name: Michael Cowin
Title: Assistant City Manager

Dated _____

[CORPORATE SEAL]

Attachment A

General Terms and Conditions

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this and attached documents. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.

- (1) **“Grantee”** means a non-profit entity receiving Grant Funds; a party above signed to the Understanding hereto; and a 501(c)3 corporation under the IRS code. The definition in N.C. Gen. Stat. § 143-6.2(b) shall apply to this Understanding only to the extent permissible under the *Smithfield Agreement*.
- (2) **“Party”** or **“Parties”** means the NCAG or Grantee.
- (3) **“Grant Funds”** means funds directed by the NCAG to be disbursed from the *Smithfield Agreement* Environmental Enhancement Fund held by Trustee.
- (4) **“NCAG”** means the Attorney General of North Carolina, acting solely in his official capacity in the discharge of its duties under the *Smithfield Agreement*.
- (5) **“Project”** or **“Grant Project”** means the undertaking described in the proposal, as modified by the Attachments to this Memorandum. The Project shall consist of the proposal, attached hereto as Attachment B and the Line Item Budget and Budget Narrative, attached hereto as Attachments C.
- (6) **“Grant Procedure”** or **“Procedure”** means the entirety of the processes, forms, and actions described by the Memorandum.
- (7) **“Request for Reimbursement”** means the information submitted by Grantee describing the expenses incurred during the completion of the Project as described by Attachment B submitted to the NCAG for payment.
- (8) **“Disbursement”** means the payment over of grant funds by the trustee to the grantee upon the direction of the NCAG.
- (9) **“Smithfield Agreement”** means the Agreement dated July 25, 2000 between the NCAG and Smithfield Foods, Inc., *et al.*
- (10) **“Trustee”** means PNC Bank or any other fiduciary or successor institution which holds Grant Funds as per the *Smithfield Agreement*
- (11) **“Audit”** means an examination of records or financial accounts to verify their accuracy.
- (12) **“Financial Assistance”** means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance.
- (13) **“Financial Statement”** means a report providing financial statistics relative to a given part of an organization's operations or status.
- (14) **“Grant”** means financial assistance provided by an agency, grantee, or subgrantee to carry out activities whereby the grantor anticipates no programmatic involvement with the grantee or subgrantee during the performance of the grant.
- (15) **“Non-State Entity”** has the meaning in N.C.G.S. 143-6.2(a)(1): A firm, corporation, partnership, association, county, unit of local government, public authority, or any other person, organization, group, or governmental entity that is not a State agency, department, or institution.
- (16) **“Single Audit”** means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (17) **“State Funds”** means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are subgranted to other organizations.
- (18) **“Memorandum”** or **“MOU”** means the entirety of this “Memorandum of Understanding for the Administration and Procedures of the *Smithfield Agreement*”

Environmental Enhancement Grant Program” including all attachments included in Section I.A. “Grant Documents” above.

RELATIONSHIPS OF THE PARTIES

Independent Contractor: The Grantee is and shall be deemed to be an independent contractor in the performance of the Project and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services described in the Project. Such employees shall not be employees of, or have any individual contractual relationship with, the NCAG.

Subcontracting: The Grantee shall be responsible for the performance of all of its subgrantees.

Subgrantees: The Grantee has the responsibility to ensure that all subgrantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Memorandum.

Assignment: No assignment of the Grantee's Project or the Grantee's disbursements hereunder shall be permitted. However, upon written request approved by the NCAG, the NCAG may direct the Trustee to:

- (A) Forward disbursement directly to any person or entity designated by the Grantee, or
- (B) Include any person or entity designated by Grantee as a joint payee on the disbursement.

In no event shall such approval and action obligate the State or the NCAG to anyone. Grantee shall remain responsible for fulfillment of all obligations to third-parties.

Beneficiaries: Except as herein specifically provided otherwise, the terms, administrative procedures, and conditions described in this Memorandum of Understanding shall be presumed to be acknowledged and accepted by any successor to the Parties. It is expressly understood and agreed that the terms and conditions of this Memorandum, and all rights of action relating to the enforcement of any rights related to any action which may result from this Memorandum, shall be strictly reserved to the NCAG and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the NCAG and Grantee that any such person or entity, other than the NCAG or the Grantee, receiving services or benefits as a result of any actions taken as a result of the Memorandum shall be deemed an incidental beneficiary only.

INDEMNITY AND INSURANCE

Indemnification: The Grantee agrees to indemnify and hold harmless the NCAG, the State of North Carolina, and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Grantee in connection with the performance of the Project.

Insurance: During the term of the Project, Grantee shall maintain adequate insurance coverage. Adequate insurance coverage is commercial insurance of such type and with such terms and limits as may be reasonably associated with the Project. As a minimum, adequate insurance has the following coverage and limits:

- (A) **Worker's Compensation** - As required by the laws of North Carolina and as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Grantee's employees who are engaged in any work pursuant to the Project. If any work is sublet, the Grantee shall require the subgrantee to provide the same coverage for any of his employees engaged in any work on the Project.
- (B) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- (C) **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in completion of the Project. The minimum combined single limit shall be \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$25,000.00 medical payment.

The Grantee may meet its requirements of maintaining adequate specified coverage and limits by demonstrating to the NCAG that there is in force insurance with equivalent coverage and limits that will offer at least the same protection to the NCAG. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Grantee shall at all times comply with the terms of such insurance policies, and all requirements of the

insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Understanding. The limits of coverage under each insurance policy maintained by the Grantee shall not be interpreted as limiting the grantee's liability and obligations.

DEFAULT AND TERMINATION

Termination of the Grant Process: Upon successful completion of the Project or the NCAG's determination that Grantee is unlikely to complete the Project within the time described in Attachments B and C, the NCAG will cease to direct the Trustee to issue payment to Grantee upon Grantee's submission of requests for disbursement. The NCAG will notify the Grantee upon making this determination.

Waiver of Default: Waiver by the NCAG of any default or breach in compliance with the procedures described in this Memorandum by the Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of the Memorandum unless stated to be such in writing, signed by an authorized representative of the NCAG and the Grantee and attached to the Memorandum.

Availability of Funds: The parties to this Memorandum agree and understand that the payment of the disbursements per this Memorandum is dependent and contingent upon and subject to the availability of Grant Funds held by Trustee.

State Funds: The Grantee acknowledges that Grant Funds are the sole source of funding for this MOU; State Funds make up no part of the MOU's funding of this project.

Force Majeure: Neither party shall be deemed to be in default of any duty or obligation which might arise under this Memorandum if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties which might arise under this Memorandum shall survive the Project expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statutes of limitation.

INTELLECTUAL PROPERTY RIGHTS

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this Memorandum are the exclusive property of the NCAG. The Grantee shall not assert a claim of copyright or other property interest in such deliverables.

Federal Intellectual Property Bankruptcy Protection Act: The Parties agree that the NCAG shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

COMPLIANCE WITH APPLICABLE LAWS

Compliance with Laws: The Grantee shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

N.C.G.S. § 133-32 AND Executive Order 24: N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this memorandum, Grantee attests, for its entire organization and its employees or agents, that it is not aware that any such gift has been offered, accepted, or promised by any employees of its organization.

Equal Employment Opportunity: The Grantee shall comply with all federal and State laws relating to equal employment opportunity.

CONFIDENTIALITY

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the NCAG. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Understanding.

OVERSIGHT

Access to Persons and Records: The State Auditor shall have access to persons and records resulting from this Memorandum.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the NCAG. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the Project is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Memorandum has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

MISCELLANEOUS

Choice of Law: The validity of this Memorandum and any of its terms or provisions, as well as any rights and duties of the Parties, are governed by the laws of North Carolina. The Grantee, by signing this Memorandum, agrees and submits, solely for matters arising out of or concerning this Memorandum, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Memorandum and all transactions and agreements relating to or arising out of it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This Memorandum may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the NCAG and the Grantee. The Grant Process is subject to modification at any time by the NCAG, upon notice to the Grantee. The Project is subject to modification only with the NCAG's prior written approval

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Understanding violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Understanding shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of the Project.

Sovereign Immunity: The State, by action or inaction of the NCAG, through the Environmental Enhancement Grant Program's Administration or Procedures, does not waive its sovereign immunity as to Grantee or any other individual or group.

Certification Regarding Collection of Taxes: The Grantee certifies that it and all of its affiliates (if any) collect all required taxes.

Travel and Meal Expenses: Disbursement to the Grantee for travel mileage, meals, lodging and other travel expenses incurred in the performance of the Project shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be reimbursed under the Project.

Advertising: The Grantee shall not use the award of this Grant as a part of any news release or commercial advertising without the prior approval of the NCAG.

Attachment B

NORTH CAROLINA ATTORNEY GENERAL'S
 ENVIRONMENTAL ENHANCEMENT GRANT PROGRAM
 2020 GRANT CYCLE

GRANT APPLICATION FORM

All Grant Proposal Materials must be received by 11am on Thursday, May 28, 2020.

Instructions: Please complete all sections and submit this application form as the cover of the written grant proposal.

No incomplete applications will be considered.

Section I: General Information

Applicant	Organization	
	Contact Person	
	Contact Mailing Address	
	Telephone	
	E-mail	
Project	EEG Program Area	Check one: <input type="checkbox"/> Land acquisition <input type="checkbox"/> Research, planning, education <input type="checkbox"/> Construction, remediation, restoration
	Project Title	
	County Where Project Located	
	Total Project Budget	
Grant Request	Amount Requested	

Section II: Project Technical Information

Project Purpose:
Project Outcomes (<i>please be specific</i>):
Environmental Impact of Project:

Evaluation Measures For Project (i.e. how do you measure success in this project?)
Projected Project Start Date (if known):
Period of Time for the EEG-funded section of Project:
Period of Time for the Whole Project completion:

Section III: Project Cost Information

Funding or Resources Provided by the Applicant for the Project (indicate type and approximate amount):
Other Project Funding Sources (<i>indicate source, amounts requested / committed</i>):
In-Kind or Volunteer Donations (<i>indicate source, amounts requested / committed</i>):

Section IV: Organization Management and Organizational Information

Organization Type: Check one: <input type="checkbox"/> Non-profit organization <input type="checkbox"/> Government Entity <input type="checkbox"/> Institution of Higher Education
For Non-Profit Organizations Only Current Assets: \$ _____
For Non-Profit Organizations Only Current Fund Balance: \$ _____
For Non-Profit Organizations Only <i>Total Applicant Expenditures for the last three completed fiscal years:</i> FY 20 ____ \$ _____ FY 20 ____ \$ _____ FY 20 ____ \$ _____

<p>Please list any members of your organization, department or agency that may have a conflict of interest with the North Carolina Attorney General’s Office (conflict of interest as defined as a familial or financial conflict).</p>
<p>Is the address above the correct address to use for a Memorandum of Understanding if you were awarded a grant? If no, please list the correct address below.</p>
<p>Please provide the name and title of the individual at your agency who is authorized to sign a Memorandum of Understanding if you were awarded a grant. Please also provide the name and title of one witness.</p>

Section V: Experience

<p>Have you previously received a grant award from the EEG Program? If yes, please list the date(s) and project name(s).</p>
<p>Have you previously submitted a grant proposal to the EEG Program? If yes, please list the date(s) and project name(s).</p>
<p>Did you receive any grant awards from the State of North Carolina or the federal government in the past 12 months? If so, please list the sources, dates, and amounts.</p>
<p>Did you receive any funds from any other public or private grant awards in the past 12 months? If so, please list the sources, dates, and amounts.</p>
<p>Please list any work or projects your organization has done in the last 5 years that are substantially similar to the Project you are proposing.</p>

Section VI. Acknowledgements

The Applicant certifies that they have the following documentation or proof that will be provided to NCDOJ if the Applicant is awarded an EEG grant (Please initial the following):

M N Written Conflict of Interest Policy

M N [Non-profit Organization Only] Certificate of Incorporation and by-laws

M N Insurance- Worker’s compensation liability insurance coverage with a minimum of \$500,000; Commercial General Liability with a minimum amount of \$1,000,000; and Automobile liability insurance with a minimum combined single limit of \$500,000 bodily injury and property damage and \$500,000 uninsured/under insured motorist, and \$25,000 medical payment

M N A list of organizational, agency, or department staff who will be working on or funded by the project funds

Section VII. Agreement and Certification

Certification: The undersigned hereby do certify that they have read the attached proposal, including all appendices and exhibits, and that the information provided therein is correct and complete. The undersigned do hereby attest that any funds granted pursuant to this proposal will be used exclusively for charitable, scientific, education, conservation, environmental enhancement, or other tax-exempt public purposes. The undersigned do hereby certify that they understand that the requests attached and submitted to the Attorney General are subject to the North Carolina Public Records Act.

This the _____ day of _____ 20 _____.

Applicant Organization: _____

By: Mark Nottingham

Name: _____

Title: _____

All Grant Proposal Materials must be received by **11am on Thursday, May 28, 2020.**

COG 020-CR1

Environmental Enhancement Grant Program
North Carolina Attorney General's Office

Proposal Narrative

City of Greenville

Project: Green Mill Run Streambank Stabilization

The City of Greenville Recreation and Parks Department would like to submit this application for the 2020 Environmental Enhancement Grant. The project site is located in the City of Greenville which is in Pitt County. The Green Mill Run Streambank Stabilization project will stabilize 75' of streambank that is in close proximity to the Green Mill Run Greenway. Erosion has occurred along this section of streambank and will eventually compromise the integrity of the well-used greenway. Green Mill Run flows directly into the Tar River. This project will ensure future erosion and sedimentation does not impact the water quality of the stream and the Tar-Pamlico River basin. The anticipated cost to complete this project and amount that would be requested from this grant is \$88,275.00.

The purpose of this project is to prevent excess sedimentation from occurring along this section of Green Mill Run. Increased development in the Tar-Pamlico River Basin will continue to have negative impacts on our natural environment. Sediment degrades water quality, causes adverse impacts to wildlife, and can make water treatment expensive. The gabion retaining wall proposed for the project will help reduce the water velocity in this stream which will in turn help reduce future erosion and sedimentation. This project will also benefit Green Mill Run Greenway users by protecting this section of the greenway and ensuring it does not erode into the stream. Once complete, this project will require little to no maintenance.

The City of Greenville Recreation and Parks Department currently maintains the network of greenways in the City and any maintenance related to this project can be addressed with current staff and available resources or by using a local contractor. A similar treatment using a gabion retaining wall was installed just downstream of the proposed project location. That section was installed over 10 years ago and has worked well to stop erosion and sedimentation. Pictures of the stream, adjacent greenway, and an example of the proposed streambank stabilization method (gabions) are attached.

A component of this project will be educational signage. The content of the signage will focus on stormwater runoff, erosion, and sedimentation. The signage will also educate the public about the source of funding used to address the erosion and the methods and materials used to stabilize the streambank.

The Recreation and Parks Department provides a variety of athletic, recreational, and arts and crafts activities for all ages and special populations. The department maintains more than 25 parks and recreational facilities, including numerous gymnasiums, recreation and community centers, swimming pools, tennis courts, a soccer complex, softball and baseball fields, playgrounds, a greenway, as well as The Town Common and Greenville Amphitheater, River Park North, the Aquatics and Fitness Center, the Extreme Park, and River Birch Tennis Center. We have recently purchased 163 acres along the Tar River and are currently working on plans for park amenities to include a canoe/kayak launch, waterfront camping platforms, and primitive trails.

Mission Statement:

To advance parks, recreation, and environmental conservation efforts that promote mental and physical health, serve as a deterrent to illegal or inappropriate behaviors, and enhance Greenville's quality of life.

This project is needed from an environmental standpoint as well as recreational. Improving water quality and protecting our greenway system makes this a dynamic worthwhile initiative. The City has just broken ground on a 1 mile extension to our South Tar River Greenway which will help facilitate more interaction with the Tar River and highlight our natural resources like the Tar River which need protecting.

Thank you for your time and consideration.

Environmental Enhancement Grant
 COG 020-CR1
 City of Greenville
 Green Mill Run Stream Stabilization Project

Proposed Budget and Budget Narrative

This project will involve stabilizing approximately 75' feet of streambank which is currently eroding and compromising a section of the Green Mill Run Greenway and degrading water quality in the Tar-Pamlico River Basin. Tasks and materials associated with the project are in the table below. Bids from local contractors will be solicited to perform the work once engineering work is complete and required permits have been obtained.

Item	Quantity	Unit	Unit price	Cost
Mobilization 3%	1	LS		\$ 2,000.00
Tree Removal	3	EA	\$ 800.00	\$ 2,400.00
Excavate/ Fill Side Slope	400	CY	\$ 75.00	\$ 30,000.00
Gabions	72	LF	\$ 200.00	\$ 14,400.00
Class A Rip Rap	175	TN	\$ 75.00	\$ 13,125.00
Mirafi 140N Fabric	1	ROLL	\$ 1,000.00	\$ 1,000.00
Asphalt Pavement	1	LS	\$ 2,500.00	\$ 2,500.00
Seeding & Mulching	0.3	AC	\$ 2,500.00	\$ 625.00
Wood Fence	80	LF	\$ 15.00	\$ 1,200.00
Signage	1	EA	\$ 3,000.00	\$ 3,000.00
Engineering/Permitting	1	LS		\$ 10,000.00
Subtotal				\$ 80,250.00
10% Contingency				\$ 8,025.00
Total Cost				\$ 88,275.00

Environmental Enhancement Grant
COG 020-CR1
City of Greenville
Green Mill Run Stream Stabilization Project

Proposed Timeline and Benchmarks

This project will involve stabilizing approximately 75' feet of streambank which is currently eroding and compromising a section of the Green Mill Run Greenway and degrading water quality in the Tar-Pamlico River Basin.

Contract engineering services to design gabion construction details (3 months)

Solicit bids for construction and hire contractor (1-2 months)

Oversee construction process (2-3 months)

- Excavation
- Installation of bank stabilization method (gabion retaining wall)
- Repair greenway
- Install wood fence
- Seed, mulch, and add any beneficial vegetation that may be feasible.

Develop educational signage content and order and install signage (1 month)

Closeout project and share project success with the public.

May 13, 2020

Sarah G. Zambon, Assistant Attorney General
Environmental Enhancement Grant Program
North Carolina Attorney General's Office

RE: Letter of support
City of Greenville
Project: Green Mill Run Streambank Stabilization
COG 020-CR1

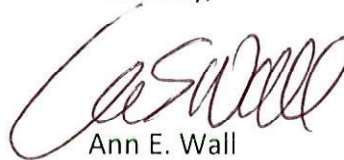
Dear Ms. Zambon:

The City of Greenville Recreation and Parks Department is submitting an application for a 2020 Environmental Enhancement Grant. The Green Mill Run Streambank Stabilization project will stabilize 75' of streambank that is in close proximity to the Green Mill Run Greenway. Erosion has occurred along this section of streambank and will eventually compromise the integrity of this popular and heavily utilized greenway, and continue to cause adverse environmental impacts to Green Mill Run, which flows directly into the Tar River.

This project will ensure future erosion and sedimentation does not impact the water quality of the stream and the Tar-Pamlico River Basin. It is an important initiative that is needed and fully supported by the City of Greenville.

Thank you for your time and consideration.

Sincerely,



Ann E. Wall
City Manager

A decorative arrangement of dried flowers and a circular mesh object on a wooden table. The scene is dimly lit, with a dark, moody atmosphere. The flowers are in various stages of drying, and the mesh object has a textured, honeycomb-like pattern. The background shows a wooden fence and some foliage.

General Fund

FY 2019–2020 Operating Budget

This is the summary, entire budget can be viewed here:
greenvillenc.gov/home/showdocument?id=19138

REVENUES

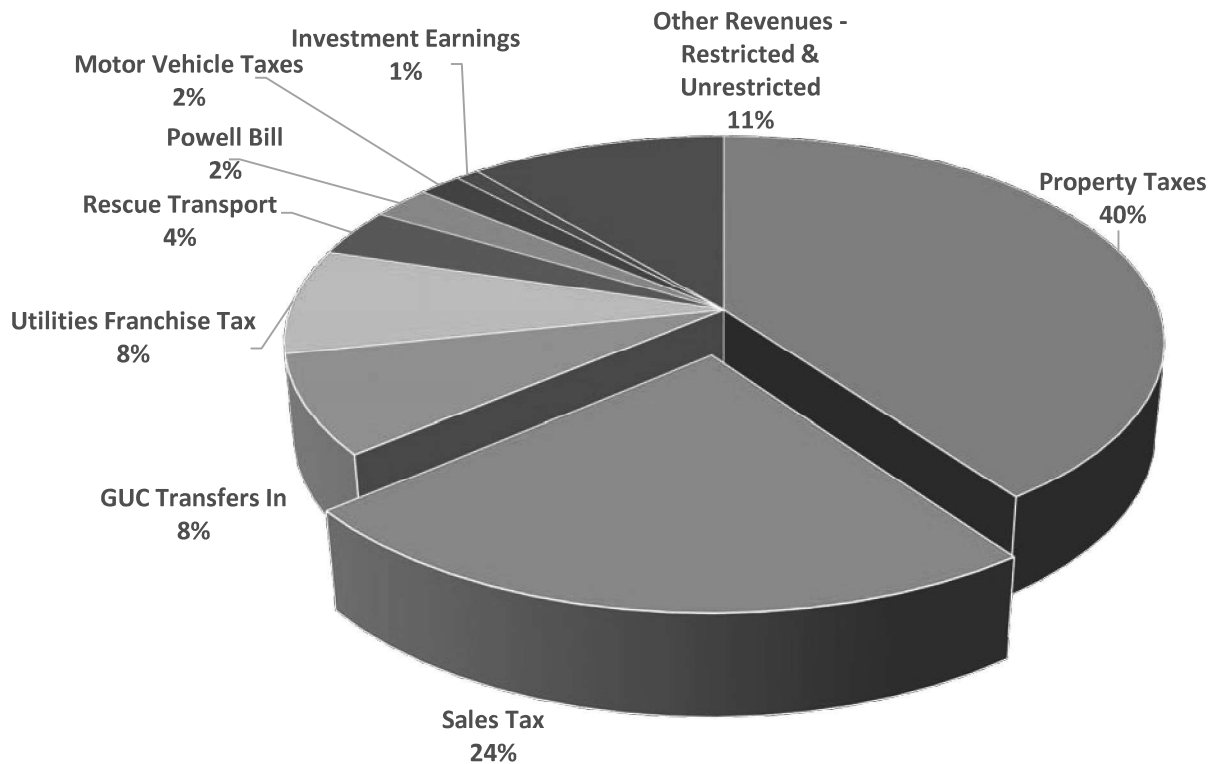
BUDGET ADOPTED FOR GENERAL FUND - REVENUE SUMMARY FOR FISCAL YEAR 2020

REVENUE SOURCE	2017 ACTUAL	2018 ORIGINAL BUDGET	2019 ORIGINAL BUDGET	2020 FINANCIAL PLAN	2020 ADOPTED BUDGET
Property Taxes	\$ 31,977,626	\$ 32,750,000	\$ 33,722,500	\$ 34,786,629	\$ 34,306,950
Sales Tax	18,469,673	18,823,000	19,463,690	20,050,411	20,404,423
GUC Transfers In	6,661,899	6,651,919	6,731,296	6,770,725	6,639,369
Utilities Franchise Tax	6,827,761	7,102,077	7,000,000	7,100,000	7,100,000
Rescue Transport	2,692,167	3,127,484	3,643,346	3,758,054	3,205,109
Powell Bill - State Allocation	2,201,441	2,220,065	2,220,065	2,220,065	2,182,000
Motor Vehicle Taxes	1,407,660	1,503,457	1,508,522	1,538,693	1,568,863
Inspections	1,394,750	950,000	1,399,840	1,399,840	1,255,152
Recreation	1,851,389	1,999,487	1,231,826	1,243,876	1,243,876
Investment Earnings	381,105	500,000	500,000	500,000	850,000
All Other Revenues	6,989,568	5,207,966	6,192,916	5,490,186	5,963,939

SUBTOTAL	\$ 80,855,039	\$ 80,835,455	\$ 83,614,001	\$ 84,858,479	\$ 84,719,681
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Appropriated Fund Balance					
General Fund	-	465,766	1,000,000	650,000	650,000
Powell Bill	-	712,578	379,935	379,935	318,000

TOTAL	\$ 80,855,039	\$ 82,013,799	\$ 84,993,936	\$ 85,888,414	\$ 85,687,681
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REVENUES

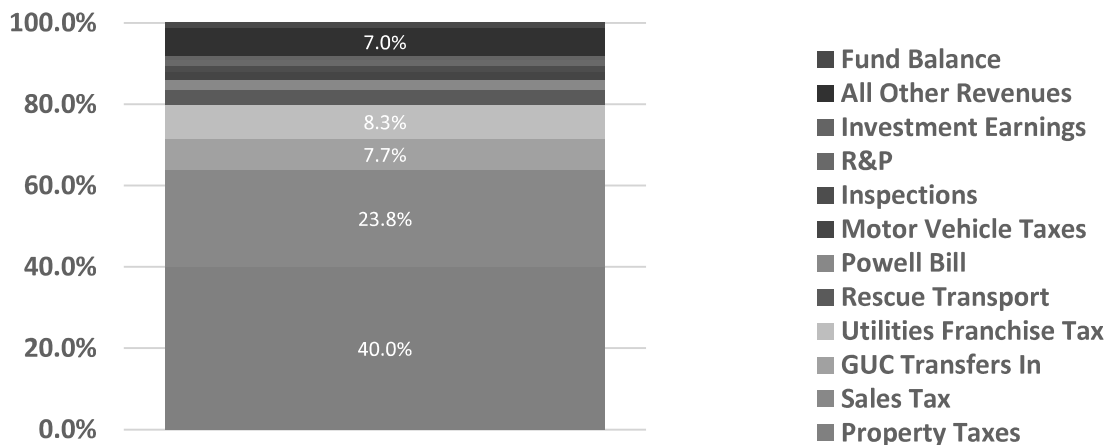
**BUDGET ADOPTED FOR GENERAL FUND - REVENUE DETAIL
 FOR FISCAL YEAR 2020**

REVENUE SOURCE	2017 ACTUAL	2018 ORIGINAL BUDGET	2019 ORIGINAL BUDGET	2020 FINANCIAL PLAN	2020 ADOPTED BUDGET
Unrestricted Intergovernmental Property Taxes					
Current Year Taxes	\$ 29,152,393	\$ 29,944,490	\$ 30,528,008	\$ 31,528,247	\$ 31,048,568
Motor Vehicle Taxes	3,016,063	2,965,692	3,166,299	3,229,625	3,229,625
Prior Year Taxes	268,998	149,082	359,618	366,810	366,810
Tax Interest & Penalties	145,178	187,460	185,367	189,075	189,074
Tax Discounts	(500,833)	(412,281)	(428,937)	(437,516)	(437,516)
Tax Refunds	(104,174)	(84,443)	(87,854)	(89,612)	(89,612)
SUBTOTAL	\$ 31,977,626	\$ 32,750,000	\$ 33,722,500	\$ 34,786,629	\$ 34,306,950
Other Unrestricted Intergovernmental					
Sales Taxes	\$ 18,469,673	\$ 18,823,000	\$ 19,463,690	\$ 20,050,411	\$ 20,404,423
Rental Vehicle - Gross Receipts	152,527	133,378	160,370	165,181	165,181
Video Program & Supplemental PEG	875,412	923,767	860,935	869,544	869,544
Motor Vehicle Fee	1,407,660	1,503,457	1,508,522	1,538,693	1,568,863
Payment in Lieu of Taxes	52	51,075	67,470	68,819	68,819
State Fire Protection	387,490	390,000	393,900	397,839	397,839
Utilities Franchise Tax	6,827,761	7,102,077	7,000,000	7,100,000	7,100,000
Beer & Wine	403,408	437,266	425,073	429,324	429,324
SUBTOTAL	\$ 28,523,983	\$ 29,364,020	\$ 29,879,960	\$ 30,619,811	\$ 31,003,993
Restricted Intergovernmental					
Traffic Control Lights Maintenance	\$ 118,411	\$ 157,000	\$ 157,000	\$ 157,000	\$ 158,021
Street Sweeper Agreement	259,068	25,035	25,035	25,035	25,035
Powell Bill State Allocation	2,201,441	2,220,065	2,220,065	2,220,065	2,182,000
Special State/Federal/Local Grants	379,302	13,186	503,000	-	-
Controlled Substance Tax	(701)	-	-	-	-
Section 104 F Planning Grant MPO	254,761	225,280	605,647	332,618	414,618
SUBTOTAL	\$ 3,212,282	\$ 2,640,566	\$ 3,510,747	\$ 2,734,718	\$ 2,779,674
Licenses, Permits & Fees					
Privilege Licenses	\$ 100	\$ -	\$ -	\$ -	\$ -
Inspection Division Permits	1,394,750	950,000	1,399,840	1,399,840	1,255,152
Planning Fees	139,045	110,721	142,960	145,819	174,834
Recreation Department Activity Fees	1,851,389	1,999,487	1,231,826	1,243,876	1,243,876
Police Fees	698,201	1,229,621	1,136,903	1,170,110	1,517,848
Engineering Fees	20,999	14,508	33,527	33,862	27,019
Fire/Rescue Fees	187,036	208,455	214,500	214,500	214,500
SUBTOTAL	\$ 4,291,520	\$ 4,512,792	\$ 4,159,556	\$ 4,208,007	\$ 4,433,229

REVENUES

BUDGET ADOPTED FOR GENERAL FUND - REVENUE DETAIL FOR FISCAL YEAR 2020

REVENUE SOURCE	2017 ACTUAL	2018 ORIGINAL BUDGET	2019 ORIGINAL BUDGET	2020 FINANCIAL PLAN	2020 ADOPTED BUDGET
Sales & Services					
Rescue Service Transport	\$ 2,692,167	\$ 3,127,484	\$ 3,643,346	\$ 3,758,054	\$ 3,205,109
Leased Parking & Meters	202,513	178,386	294,803	302,933	389,868
Parking Violations	265,539	216,363	375,000	378,750	247,302
SUBTOTAL	\$ 3,160,219	\$ 3,522,233	\$ 4,313,149	\$ 4,439,737	\$ 3,842,279
Other Revenues					
Sale of Property	\$ 1,514,271	\$ 26,016	\$ 26,536	\$ 27,067	\$ -
Other Revenue	1,045,316	767,909	770,257	771,785	864,187
SUBTOTAL	\$ 2,559,586	\$ 793,925	\$ 796,793	\$ 798,852	\$ 864,187
Investment Earnings					
Investment Earnings	\$ 381,105	\$ 500,000	\$ 500,000	\$ 500,000	\$ 850,000
Other Financing Sources					
Transfer in GUC	\$ 6,661,899	\$ 6,651,919	\$ 6,731,296	\$ 6,770,725	\$ 6,639,369
Transfer from Capital Reserve	-	-	-	-	-
Transfer from Housing	-	100,000	-	-	-
Transfer from Sanitation	-	-	-	-	-
Other Transfers	86,818	-	-	-	-
SUBTOTAL	\$ 6,748,717	\$ 6,751,919	\$ 6,731,296	\$ 6,770,725	\$ 6,639,369
Fund Balance Appropriated					
Appropriated Fund Balance - General	-	465,766	1,000,000	650,000	650,000
Appropriated Fund Balance - Powell Bill	-	712,578	379,935	379,935	318,000
SUBTOTAL	\$ -	\$ 1,178,344	\$ 1,379,935	\$ 1,029,935	\$ 968,000
GENERAL FUND REVENUE TOTAL	\$ 80,855,039	\$ 82,013,799	\$ 84,993,936	\$ 85,888,414	\$ 85,687,681

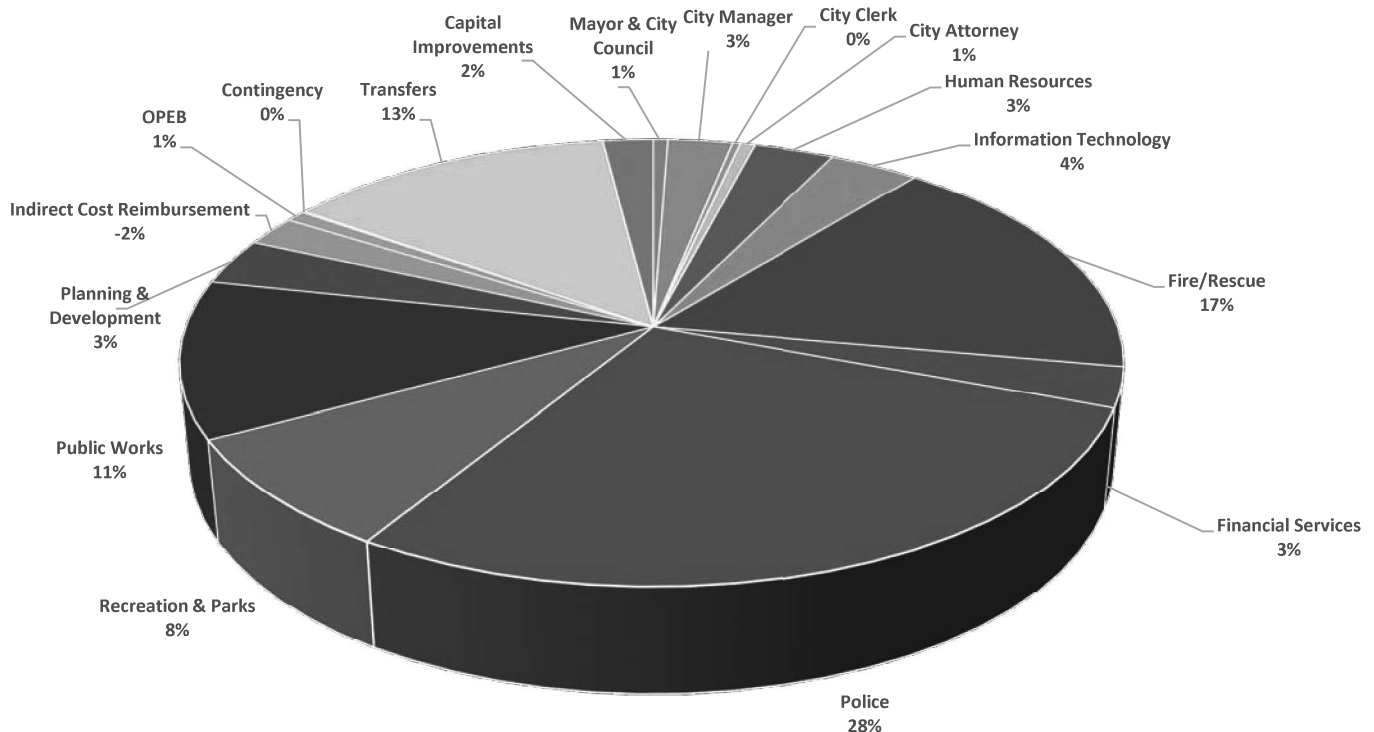


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EXPENSES

BUDGET ADOPTED FOR GENERAL FUND - EXPENSE BY DEPARTMENT FOR FISCAL YEAR 2020

DEPARTMENT	2017 ACTUAL	2018 ORIGINAL BUDGET	2019 ORIGINAL BUDGET	2020 FINANCIAL PLAN	2020 ADOPTED BUDGET
Mayor & City Council	\$ 411,076	\$ 457,998	\$ 430,586	\$ 493,490	\$ 525,033
City Manager	2,383,711	2,070,618	2,496,657	2,563,326	2,302,683
City Clerk	248,789	265,083	275,649	282,064	284,263
City Attorney	457,682	460,767	509,349	529,134	531,965
Human Resources	2,627,508	2,790,698	2,855,170	2,869,086	2,883,262
Information Technology	2,845,527	2,993,452	3,151,566	3,273,997	3,216,356
Fire/Rescue	13,545,750	14,023,486	14,689,593	15,189,525	15,204,025
Financial Services	2,442,784	2,428,481	2,481,422	2,505,675	2,603,807
Police	23,186,751	24,757,355	25,091,055	25,531,404	25,173,859
Recreation & Parks	7,503,495	7,573,949	7,181,175	7,290,857	7,345,457
Public Works	8,303,698	9,671,950	9,999,525	10,131,952	10,189,970
Planning & Development	2,465,175	2,562,292	2,848,068	2,886,155	3,002,499
TOTAL BY DEPARTMENT	\$ 66,421,946	\$ 70,056,129	\$ 72,009,816	\$ 73,546,664	\$ 73,263,179
Indirect Cost Reimbursement	\$ (1,311,578)	\$ (1,459,519)	\$ (1,950,887)	\$ (1,950,887)	\$ (1,950,887)
Other Post Employment Benefits	500,000	500,000	600,000	700,000	700,000
Contingency	-	200,000	121,500	100,000	100,000
TOTAL EXPENSES BY DEPARTMENT	\$ 65,610,368	\$ 69,296,610	\$ 70,780,429	\$ 72,395,777	\$ 72,112,292
Transfers to Other Funds	\$ 14,010,301	\$ 10,616,558	\$ 11,638,684	\$ 11,354,735	\$ 11,777,487
Total Capital Improvements	2,255,396	2,100,631	2,574,821	2,137,902	1,797,902
TOTAL GENERAL FUND	\$ 81,876,065	\$ 82,013,799	\$ 84,993,934	\$ 85,888,414	\$ 85,687,681



EXPENSES

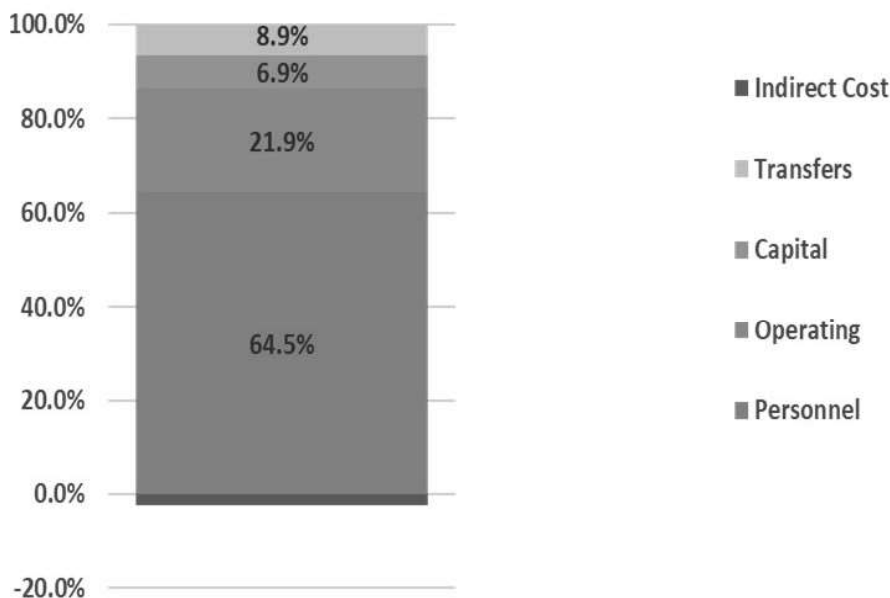
**BUDGET ADOPTED FOR GENERAL FUND - EXPENSE DETAIL
FOR FISCAL YEAR 2020**

	2017 ACTUAL	2018 ORIGINAL BUDGET	2019 ORIGINAL BUDGET	2020 FINANCIAL PLAN	2020 ADOPTED BUDGET
Personnel					
Regular Salaries	\$ 32,865,058	\$ 35,258,772	\$ 36,085,230	\$ 36,934,411	\$ 36,203,332
Overtime Salaries	1,589,418	1,456,762	1,540,270	1,540,270	1,540,270
Off-Duty	283,905	237,838	295,000	295,000	295,000
Allowances	439,647	459,540	472,740	472,740	475,142
FICA	2,557,502	2,703,818	2,566,717	2,644,301	2,662,133
Retirement	2,499,349	2,732,279	2,521,584	2,610,776	3,208,426
Health Insurance	8,129,114	8,691,174	8,445,610	8,538,589	8,512,157
Group Life Insurance	174,022	140,398	110,698	112,301	76,398
Workers Compensation	563,262	559,512	610,000	610,000	610,000
Education/Training Assistance	39,569	30,000	33,026	33,026	33,026
401K Retirement	844,722	903,386	1,026,359	1,045,983	986,943
Other Personnel Expenses	171,794	92,209	653,015	653,015	659,941
TOTAL PERSONNEL	\$ 50,157,362	\$ 53,265,688	\$ 54,360,249	\$ 55,490,412	\$ 55,262,768
Operating					
Advertising	\$ 94,656	\$ 117,177	\$ 115,253	\$ 120,670	\$ 120,670
Building Maintenance	340,346	237,885	345,608	349,608	349,608
Computer Hardware	271,956	320,312	206,095	247,122	282,653
Computer Software	596,213	624,947	808,886	810,297	847,363
Contingency	-	200,000	121,500	100,000	100,000
Contracted Services	3,695,887	3,830,652	3,774,738	3,833,610	3,749,908
Copier Maintenance	48,037	57,807	52,614	53,058	53,058
Dues & Subscriptions	200,259	192,714	209,152	223,093	223,093
Elections	-	75,000	-	75,000	89,606
Equipment Maintenance	113,669	216,412	207,500	211,968	211,968
F/R General Expenses	156,648	187,759	163,905	182,000	182,000
Fleet Labor	1,114,070	916,357	1,075,668	1,110,939	1,110,939
Fleet Service Fixed Cost	1,036,866	1,036,866	1,059,817	1,063,254	1,063,254
Fuel	580,530	689,700	653,559	670,873	670,873
General Insurance Liability	534,051	531,000	550,000	550,000	550,000
Grants/Donations	208,969	74,600	205,100	205,100	205,100
Laundry & Cleaning	29,006	27,802	33,602	35,102	35,102
OPEB	500,000	500,000	600,000	700,000	700,000
Other Expense	1,266,403	1,000,452	1,184,067	1,129,714	1,119,714
Postage	42,333	58,000	50,000	50,000	40,000
Printing	56,138	91,709	92,738	96,083	90,546
Professional Services	19,992	32,000	32,853	32,515	32,515
Property & Casualty Loss	104,710	280,000	400,000	400,000	400,000
Radio Maintenance	150,760	154,741	169,217	176,957	176,957
Street Light	1,380,608	1,550,840	1,438,014	1,452,394	1,452,394
Supplies & Materials	1,536,480	1,609,171	1,878,962	1,997,978	1,944,863
Telephone	268,655	308,989	344,513	347,473	366,783
Travel/Training	371,583	340,621	400,547	406,630	406,630
Uniforms	262,122	298,060	325,500	334,000	334,000

EXPENSES

BUDGET ADOPTED FOR GENERAL FUND - EXPENSE DETAIL FOR FISCAL YEAR 2020

	2017 ACTUAL	2018 ORIGINAL BUDGET	2019 ORIGINAL BUDGET	2020 FINANCIAL PLAN	2020 ADOPTED BUDGET
Operating Continued					
Utilities	1,059,583	1,185,314	1,149,000	1,152,700	1,152,700
Vehicle Maintenance	724,057	743,554	722,661	738,114	738,114
TOTAL OPERATING	\$ 16,764,584	\$ 17,490,441	\$ 18,371,069	\$ 18,856,252	\$ 18,800,411
Capital					
Capital Improvements	2,255,396	2,100,631	2,484,821	2,047,902	1,797,902
TOTAL CAPITAL	\$ 2,255,396	\$ 2,100,631	\$ 2,484,821	\$ 2,047,902	\$ 1,797,902
Transfers					
Facilities Improvement Program	\$ 1,590,000	\$ 1,542,000	\$ 1,400,000	\$ 1,400,000	\$ 1,280,000
Street Improvement Program	1,700,000	2,200,000	2,500,000	2,500,000	2,500,000
Debt Service Fund	4,812,928	4,737,002	4,737,002	4,737,002	4,819,754
Sheppard Memorial Library	1,197,058	1,232,969	1,269,958	1,308,057	1,308,057
Housing	292,684	300,806	309,830	319,125	319,125
Transit	565,269	603,781	771,894	790,551	790,551
Capital Reserve	467,119	-	740,000	390,000	390,000
Imperial Site Project	1,040,000	-	-	-	-
Rec & Parks Capital Projects	410,000	-	-	-	120,000
Public Works Capital Projects	1,935,243	-	-	-	250,000
TOTAL TRANSFERS	14,010,301	10,616,558	11,728,684	11,444,735	11,777,487
Indirect Cost Reimbursement	(1,311,578)	(1,459,519)	(1,950,887)	(1,950,887)	(1,950,887)
TOTAL EXPENDITURES	\$ 81,876,065	\$ 82,013,799	\$ 84,993,936	\$ 85,888,414	\$ 85,687,681





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Report of Independent Auditor

The Honorable Mayor
and Members of the City Council
City of Greenville
Greenville, North Carolina

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Greenville, North Carolina (the "City") as of and for the year ended June 30, 2019, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City as of June 30, 2019, and the respective changes in financial position, and, where applicable, cash flows thereof, and the respective budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis and Required Supplementary Information as listed in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary and Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements as a whole. The introductory section, other supplementary information, and statistical section are presented for purposes of additional analysis and are not a required part of the basic financial statements. The schedule of expenditures of federal and state awards is presented for purposes of additional analysis as required by Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and the State Single Audit Implementation Act, and is also not a required part of the basic financial statements.

The other supplementary information and the schedule of expenditures of federal and state awards are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, based on our audit and the procedures performed as described above, the other supplementary information and the schedule of expenditures of federal and state awards are fairly stated in all material respects in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

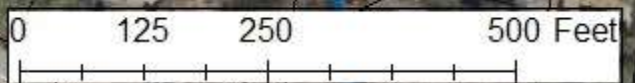
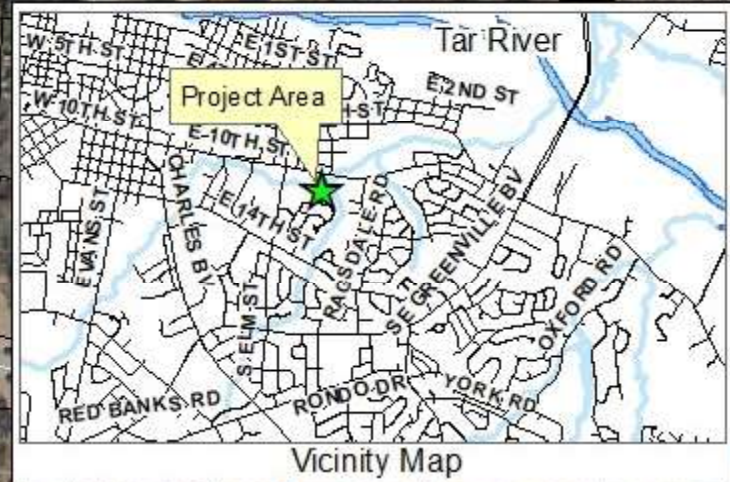
Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 30, 2019, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Chemy Bekaert LLP

Raleigh, North Carolina
December 30, 2019

Environmental Enhancement Grant
COG 020-CR1
Green Mill Run Streambank Stabilization Project





April 29, 2020, Low water level.

April 30, 2020, High water level.



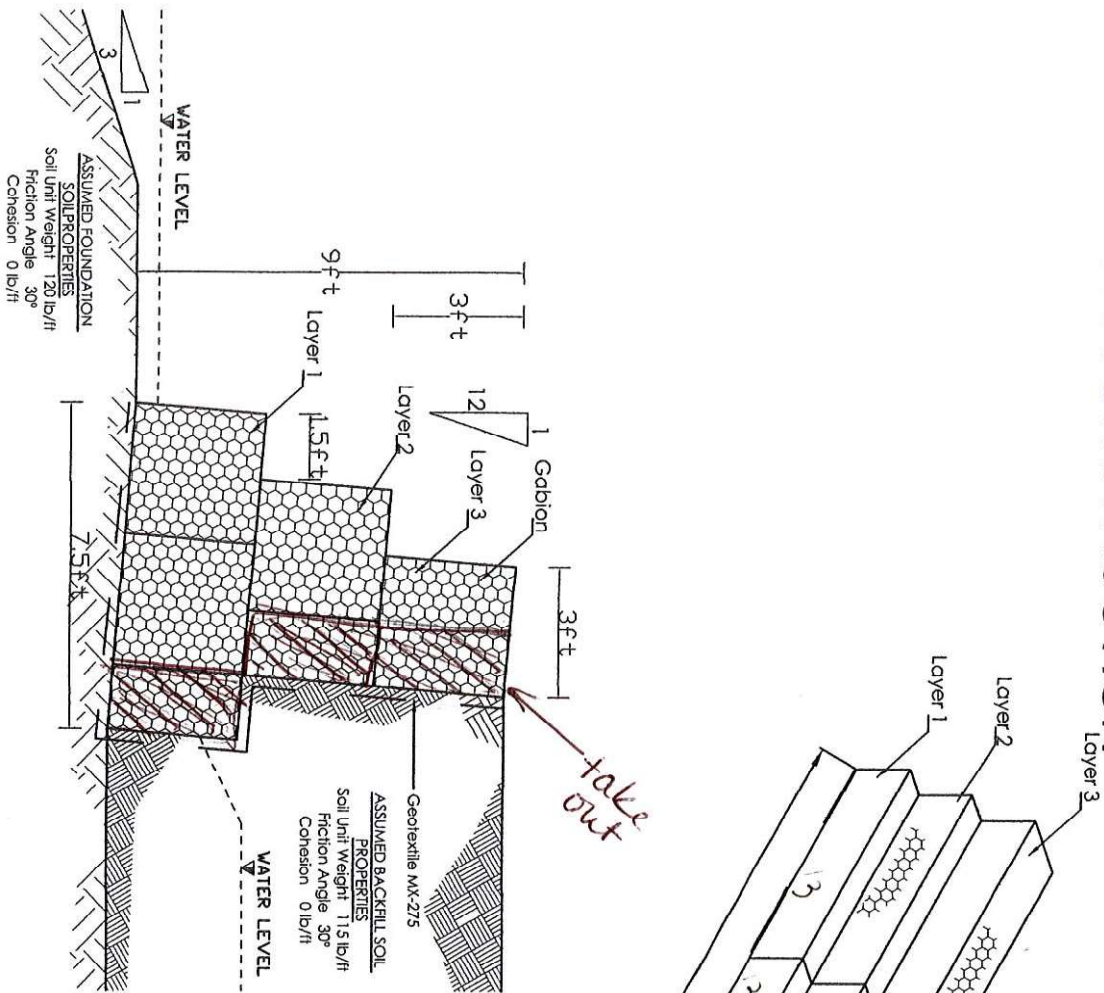
Section of erosion.



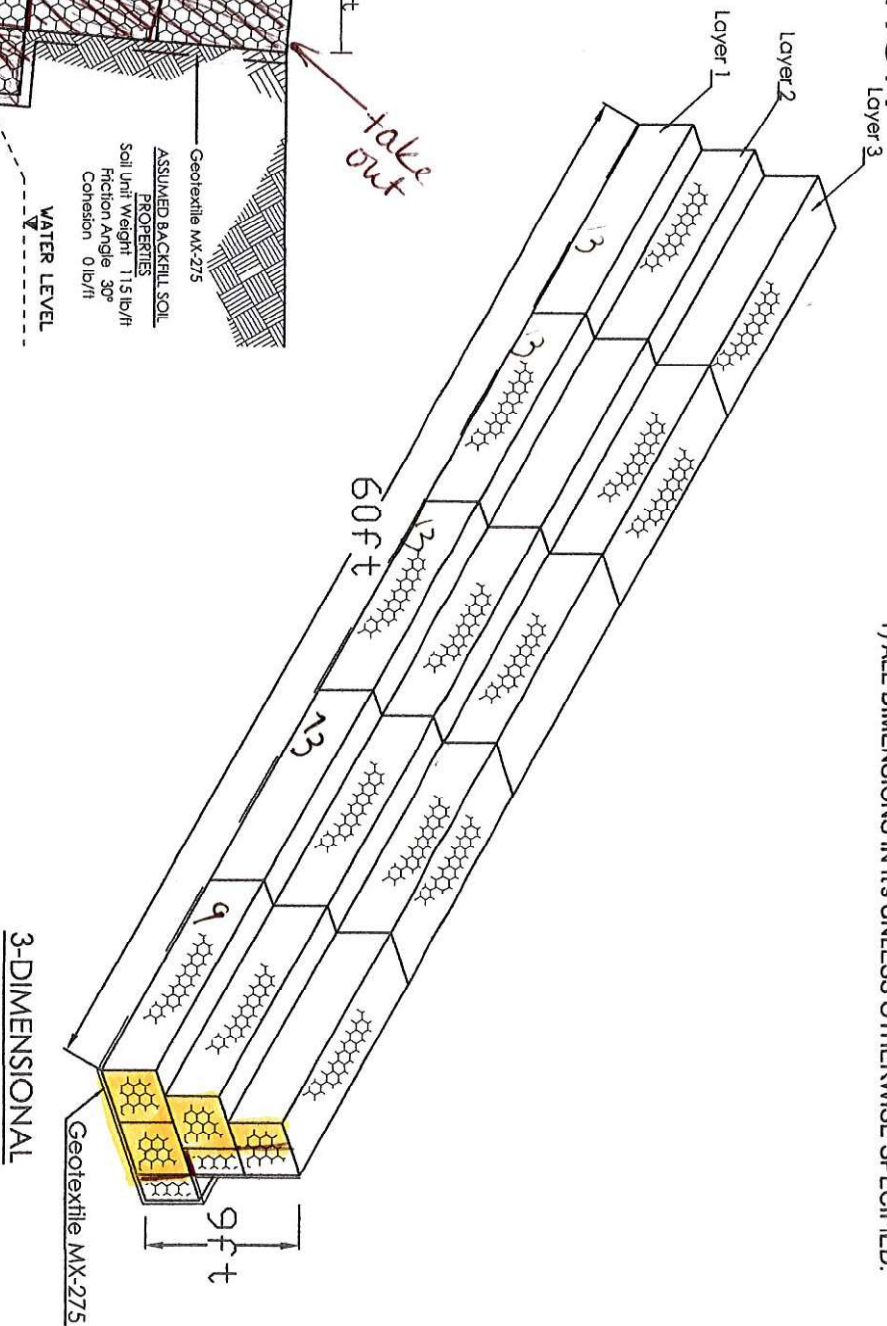
Example of gabion retaining wall for streambank stabilization.

NOT FOR CONSTRUCTION

NOTE:
1) ALL DIMENSIONS IN #'S UNLESS OTHERWISE SPECIFIED.



TYPICAL CROSS SECTION



- Layer 1 - 10 ea 12ftx3ftx3ft
5 ea 12ftx3ftx1.5ft
- Layer 2 - 5 ea 12ftx3ftx3ft
5 ea 12ftx3ftx1.5ft
- Layer 3 - 5 ea 12ftx3ftx3ft

ferri Inc. assumes no responsibility for the drawings and actions it provides, as they must be intended as a general indication to suggest the proper use of its products.

MACCAFFERRI

Maccaferri, Inc.
10303 Governor Lane Blvd.
Williamsport, MD 21795-3116 USA

Designed:	AD	Date:	02/01/05	Project Title:	Stream Bank City of Greenville, NC
Drawn:	AD	Date:	02/01/05	Client:	
Approved:		Date:		Drawing Title:	Stream Bank City of Greenville, NC
		Date:		Scale:	NTS
		Date:		Project No.:	GA05-04
		Date:		Drawing No.:	
		Date:		Rev.:	

Attachment C

Environmental Enhancement Grant
 COG 020-CR1
 City of Greenville
 Green Mill Run Stream Stabilization Project

Proposed Budget and Budget Narrative

This project will involve stabilizing approximately 75' feet of streambank which is currently eroding and compromising a section of the Green Mill Run Greenway and degrading water quality in the Tar-Pamlico River Basin. Tasks and materials associated with the project are in the table below. Bids from local contractors will be solicited to perform the work once engineering work is complete and required permits have been obtained.

Item	Quantity	Unit	Unit price	Cost
Mobilization 3%	1	LS		\$ 2,000.00
Tree Removal	3	EA	\$ 800.00	\$ 2,400.00
Excavate/ Fill Side Slope	400	CY	\$ 75.00	\$ 30,000.00
Gabions	72	LF	\$ 200.00	\$ 14,400.00
Class A Rip Rap	175	TN	\$ 75.00	\$ 13,125.00
Mirafi 140N Fabric	1	ROLL	\$ 1,000.00	\$ 1,000.00
Asphalt Pavement	1	LS	\$ 2,500.00	\$ 2,500.00
Seeding & Mulching	0.3	AC	\$ 2,500.00	\$ 625.00
Wood Fence	80	LF	\$ 15.00	\$ 1,200.00
Signage	1	EA	\$ 3,000.00	\$ 3,000.00
Engineering/Permitting	1	LS		\$ 10,000.00
Subtotal				\$ 80,250.00
10% Contingency				\$ 8,025.00
Total Cost				\$ 88,275.00

Environmental Enhancement Grant
COG 020-CR1
City of Greenville
Green Mill Run Stream Stabilization Project

Proposed Timeline and Benchmarks

This project will involve stabilizing approximately 75' feet of streambank which is currently eroding and compromising a section of the Green Mill Run Greenway and degrading water quality in the Tar-Pamlico River Basin.

Contract engineering services to design gabion construction details (3 months)

Solicit bids for construction and hire contractor (1-2 months)

Oversee construction process (2-3 months)

- Excavation
- Installation of bank stabilization method (gabion retaining wall)
- Repair greenway
- Install wood fence
- Seed, mulch, and add any beneficial vegetation that may be feasible.

Develop educational signage content and order and install signage (1 month)

Closeout project and share project success with the public.

Attachment D

Notice of Conditions

- I. **The following are conditions precedent to the disbursement by the NCAG of any Grant Funds to Grantees at any time under the Environmental Enhancement Fund Grant Program. The NCAG will not disburse any funds under the MOU until Grantee shall provide the NCAG with documentation describing the following:**
- A. Grantee has been determined to be a tax-exempt organization by the U.S. Internal Revenue Service
 - (1) Grantee shall submit a copy of the IRS determination letter confirming Grantee's tax-exempt status;
 - B. Grantee is a non-profit corporate entity recognized by the State of North Carolina.
 - (1) Grantee shall submit a copy of the Articles of Incorporation and Bylaws of the Grantee, together with any amendments thereto, or such other organizational documents as the NCAG deems necessary to verify that the Grantee is a non-profit corporation whose primary purpose is to promote the research, study, protection and/or conservation of natural, recreational, or historic resources, plant and animal life thereon and lands with significant open space, scenic, natural, cultural, recreational and historic values, and;
 - (2) Grantee shall submit a copy of the Certificate of Existence issued by the Office of the Secretary of State of North Carolina;
 - C. Grantee's designees have the authority to bind Grantee as to the knowledge of the procedures contained herein.
 - (1) Grantee shall submit a certified copy of corporate resolutions authorizing the officers of the Grantee to execute and complete the Project as described in this Understanding;
 - D. Grantee has a written conflict of interest policy.
 - (1) Grantee shall submit a copy of Grantee's policy addressing conflicts of interest that may arise involving the grantee's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the grantee's employees or members of its board or other governing body, from the grantee's disbursing of Grant funds and shall include actions to be taken by Grantee or the individual, or both to avoid conflicts of interest and the appearance of impropriety.
 - E. Grantee has adequate insurance coverage.
 - (1) Grantee shall maintain, at its own cost, adequate insurance coverage as described in Attachment A.
 - F. Proof of the availability of matching funds, if required by the NCAG for Grant approval.

- (1) Grantee shall provide reasonable documentation of the availability of matching funds, to the determination of the NCAG.
- G. Timeliness of Submission of Quarterly Reports to the NCAG.
 - (1) Grantee shall be timely in the submission of all reports as described in Attachment F of the Memorandum of Understanding.
- II. The NCAG shall make the sole and final determination as to the sufficiency to which the Grantee has met the above conditions precedent.
- III. Grantee has the duty to inform the NCAG of any changes to the above conditions which may occur during the MOU's distribution period.

Attachment E

Grant Fund Disbursement Procedure

Grantee acknowledges that all funds paid to Grantee as shall be disbursed by Trustee under the direction of the NCAG upon the submission and approval of an electronic request for disbursement, submitted by Grantee with supporting documentation, in conformance with the Projected Budget materials, Attachment C. Upon review and approval, the NCAG shall direct the Trustee to pay Grantee for all expenditures incurred by Grantee in the completion of the Project. The NCAG shall not disburse funds to Grantee unless the request for reimbursement complies with the following:

- I. Request for Reimbursement
 - A. Grantee may submit requests for reimbursement monthly by email to EEG@ncdoj.gov. Requests shall be in spreadsheet form in a Microsoft Excel compatible format.
 - B. Supporting documents shall accompany each reimbursement request in PDF.
 - C. Requests made after the 15th of the month can be reimbursed no sooner than the end of the following month.
 - D. Upon the NCAG's determination, the NCAG shall direct the Trustee to disburse Grant Funds to Grantee. The NCAG retains the sole and final discretion as to the disbursement's amount and manner.
 - E. If the NCAG determines that some or all of a request for reimbursement should not be paid, the NCAG shall provide notice to the Grantee of the determination and the reasons for the determination. The Grantee may request a new determination by the NCAG and may submit additional supporting materials. Any decision to provide a new determination or any consideration of additional supporting materials is within the sole discretion of the NCAG.
 - F. Upon disbursement by the Trustee to Grantee, Grantee has full control and interest in the money paid.
- II. Projected Budget
 - A. Expenditure Compliance
 - (1) All expenditures described in the request for reimbursement shall conform with the projected budget materials contained in Attachment C.
 - (2) All expenditures described in the request for reimbursement shall be related to the Grant Project.
 - B. Modifications
 - (1) Grantee shall submit requests for modification of the Projected Budget to the NCAG in writing within 30 days of the anticipated date that the additional funds would be expended by Grantee.

- (2) Grantee shall submit a request for modification of the Projected Budget for all changes in the projected line item budget for any which totals the lesser of \$2,500 or 25% of the line item amount.

C. Reserve Fund

- (1) A minimum of 10% of the total grant award shall be allocated into a reserve fund. -

III. Reasonability of Expenditures

- A. All expenditures contained in the request for reimbursement must be reasonable.
- B. The NCAG solely shall have discretion to determinate an expenditure's reasonability.

IV. Supporting Materials

- A. Each expenditure shall be accompanied with appropriate supporting materials, which shall include invoices, receipts, or other materials.
- B. Supporting documentation for professional services shall include the professional's name, an hourly salary rate, and an itemized list of services provided to Grantee.
- C. Supporting documentation for labor may be calculated at a percentage of work completed or hourly.
- D. Meals and travel are reimbursed at the State of NC rate or the actual cost, whichever is lower. Any meal reimbursement must include the names of the individuals eating and the location, date, and time of the meal. If the NCAG determines, at its own discretion, that the supporting materials for a food or travel reimbursement are insufficient, the NCAG may choose to exclude those expenses and ask the Grantee to resubmit its request for the next reimbursement period.

V. Final Payment Upon Completion

- A. The Grantee acknowledges that a sum equal to ten percent (10%) of the total amount of the Grant Funds will not be disbursed until the completion of the Grant Project, including the Grantee's submission to the NCAG of a final report on the Project.

VI. Approval of Budget Modifications

- A. All requests for modification of the materials contained in, Attachment C, including the line item budget and budget narrative must be submitted in writing.
- B. The NCAG solely shall have the discretion to approve any requests to modify Grantee's projected budget.

This Memorandum is intended to describe the administration and disbursement procedure related to the Project described in Attachment B for the duration described in the Memorandum. The NCAG has no obligation to seek additional funds, approve future grant requests or provide other support to the Grantee, except as herein provided.

Attachment F

Grantee Reporting

Grantee's full and timely compliance with this Attachment is a Condition Precedent to Disbursement as described in Attachment D. Grantee shall fully and timely submit the following to the NCAG:

I. Quarterly Reports

- A. Grantee shall send a quarterly report to the NCAG on the first day of January, April, July and October of each year until the Project is completed or the NCAG determines that the Grantee will fail to complete the Project. No reimbursement requests will be reviewed or submitted for payment unless there is a quarterly report for the most recent quarter.
- B. Requirements
 - (1) Total Expenditures to Date
 - (2) Estimated Date of Project Completion
 - (3) Estimated Overruns/Underruns
 - (4) Summary of Project Activities Completed to Date

II. Final Report

- A. Grantee shall submit a final report detailing the work completed by Grantee for the duration of the Grant period. This report should include, as relevant, a narrative of work completed, an estimate of environmental impact, applicable benchmarks and whether they were met, multimedia documentation, a final accounting of all EEG monies spent, and any other reasonably relevant materials, as determined by the NCAG, necessary to document the completeness of the project. The 10% reserve fund shall not be reimbursed to the Grantee until the final report is received and approved.





City of Greenville, North Carolina

Meeting Date: 12/14/2020

Title of Item: Award of Wildwood Park Phase One Construction Contract to Designco Construction, Inc.

Explanation: The City of Greenville purchased 163 acres of riverfront property, located just north of the Tar River and east of Greenville Boulevard, in November 2019 for recreational use. In February of 2020, design and permitting work began on the first two phases of improvements for this park, recently named Wildwood Park.

Phase One improvements include necessary items to make the park accessible for the community as well as a few initial park amenities. The construction contract for Phase One includes the following improvements:

- Park site work
- Stormwater infrastructure improvements
- Gravel parking lot
- Paddle sport drop-off area
- Concrete abutments for a future floating dock
- A sandy beach area
- ADA access from the parking lot to all existing structures on site and to the water.

The Invitation to Bid was published on September 24, 2020 on the City's website. Staff held a mandatory site visit with prospective bidders on October 6. Bids were due on October 13, and five bids were received for Wildwood Park Phase One construction. Designco Construction, Inc submitted the lowest, qualifying bid of \$343,837.50.

In the past, Designco Construction has completed other projects for the City such as the construction of Fire-Rescue Station #2.

The City recognizes the importance of completing the project as specified per the contract. Therefore, the proposed contract includes liquidated damages of \$100 per day for each day after May 31, 2021 that the project is not completed due to no fault of the City.

In addition to the improvements detailed above, other park improvements will also take place during Phase One of the project, but will be addressed separately from this construction contract. These amenities include the following:

- Installation of signage and park lighting
- Construction of a primitive trail.

Designco Construction's work is anticipated to begin in January 2021 and take four months to complete.

Fiscal Note: Funding for this project was approved as part of the Council-adopted Fiscal Year 2020-21 Budget and included in the Recreation & Parks Capital Projects Fund.

Recommendation: Award the Wildwood Park Phase One Construction Contract to Designco Construction, Inc. for \$343,837.50

ATTACHMENTS

 [Wildwood_Park_Ph_1_Construction_Contract](#)

This contract is made and entered into as of the _____ day of _____, 20____, by the City of Greenville (“City”) and Designco Construction, Inc. (“Contractor”), a professional corporation organized and existing under the laws of North Carolina.

Section 1: Background and Purpose.

The City of Greenville purchased Wildwood Park in November of 2019. The intended use of the property is recreational. Initial improvements have been designed and applications have been submitted for the required environmental permits and site plan requirements.

The site is located on parcels #01031, 01030, 01028, and 26467 located at 3050 Blue Heron Drive, Greenville, NC.

Section 2: Services, Work, and Scope to be Performed.

The Contractor shall provide construction services as outlined in the Invitation to Bid (Attachment A) and project construction plans (Attachment B).

Section 3: Notice to Proceed and Schedule.

- (a) Notice to Proceed: Upon award of the Contract and once all permits have been acquired, the Contractor will receive a Notice to Proceed to develop a comprehensive Schedule. After completion and City approval of the Schedule, the Contractor will receive a Notice to Proceed via a letter or email to the Contractor. No work shall commence without receiving the Notice to Proceed from the City.

All construction shall be complete in four months, as specified in the Invitation to Bid.

- (b) Duration: This Agreement is in effect until June 30, 2021 to accommodate a public opening on or before May 31, 2021.
- (c) Disputed Items: In the event that the Contractor’s invoices and receipts are submitted in compliance with the requirements of this Agreement, if the City disputes any items in any invoices submitted by the Contractor, the City shall notify the Contractor within 60 days of receipt of any disputed item and request clarification and/or remedial action.

Section 4: Liquidated Damages.

- (a) Liquidated Damages: The parties recognize that City will suffer financial loss if the Work is not completed within the Contract Time (including adjustments and extensions, if any). They also recognize the delays, expense, and difficulty to both parties involved in proving or contesting the amounts of those losses. Instead of requiring proof of those amounts, it is agreed that Contractor shall be liable for and shall pay the City the amount specified below in subsection (b) per day as liquidated damages, and not as a penalty, for each day after anticipated opening date until Substantial Completion. The amounts stated as liquidated damages are agreed to be reasonable estimates of the City’s losses and expenses for delays, including inspections, architectural and engineering services, and administrative costs. If any part of those delays is caused by the City, liquidated damages shall not be charged for the portion of the delay time that was caused by the City but shall be charged for the portion not so caused. The City may collect liquidated damages by retaining moneys otherwise due Contractor in the amount of such damages, and by other legal means. Nothing in this Subparagraph shall reduce the City’s rights under provisions of the Contract Documents. In its discretion, the City may waive some or all liquidated damages against the

Contractor. Such a waiver is valid only if done by a signed writing that refers specifically to this Subparagraph and specifically mentions “liquidated damages.” Such a waiver shall not constitute an extension of the Contract Time.

- (b) Completion of Work: The anticipated opening date for the Project to the public is May 31, 2021. The amount of liquidated damages shall be One Hundred dollars (\$100) per day.

Section 5: Complete Work without Extra Cost.

Except to the extent otherwise specifically stated in this contract, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Section 6: Compensation.

The Contractor shall send invoices to the City on a monthly basis for the amounts to be paid pursuant to this contract. Each invoice shall document, to the reasonable satisfaction of the City, such information as may be reasonably requested by the City. Within thirty days after the City approves an invoice, the City shall send the Contractor a check in payment for all undisputed amounts contained in the invoice.

The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section. The total dollar amount to be paid under this contract by the City to the Contractor shall not exceed \$343,837.50

Section 7: Prompt Payment to Subcontractors.

Contractor shall promptly pay all Subcontractors upon receipt of payment from the City. The City may, as a condition of final payment, require the Contractor to submit an affidavit stating that all Subcontractors, if any, have been paid in full for any work completed for services provided under the subcontract.

Section 8: Insurance.

The Contractor agrees to purchase, at its own expense, insurance coverages to satisfy the following minimum requirements as detailed in this Section. A certificate reflecting the following minimum coverages shall accompany this Contract. The Contractor shall not commence services under this Contract until the Contractor has obtained all insurance required, and such insurance has been approved in writing by the City. Insurance required shall remain in effect through the term of this Contract. Failure to maintain the required insurance coverage shall constitute grounds for Contract termination.

Insurance requirements are as follows:

- (a) Public Liability and Property Damage: The Contractor shall take out and maintain, during the life of this Contract, Commercial General Liability Insurance that shall protect from claims for damage for Bodily Injury, Property Damage, Personal Injury, including death which may arise from operations under this contract, whether such operations be by the Contractor or by any sub-contractor, sub-consultant, or by anyone directly or indirectly employed by any of the above.

The Minimum Limits of Insurance required are:	
Each Occurrence:	\$1,000,000
Personal and Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000
Products and Completed Operations Aggregate:	\$2,000,000

The aggregate limit must apply per project. The form of coverage must be the ISO CG 00 01 policy as approved by the State of North Carolina Department of Insurance. If a form of coverage other than the CG 00 01 is used it must be approved by the Risk Manager for the City of Greenville. Any endorsed exclusions or limitations from the standard policy must be clearly stated in writing and attached to the Certificate of Insurance. Completed Operations coverage must be maintained for the period of the applicable statute of limitations.

The City shall be added as an Additional Insured to the Commercial General Liability policy.

(b) Automobile Liability Insurance (If Applicable):

Limit of Insurance: \$1,000,000 combined single limit.

The City shall be added as an Additional Insured on the Commercial Auto Liability policy.

(c) Workers Compensation Insurance:

Limits of Insurance: Statutory for the State of North Carolina

Employers Liability:

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee.

No sub-contractor may exclude executive officers. Workers Compensation must include all employees.

(d) Cancellation: Each certificate of insurance shall bear the provision that the policy cannot be canceled in less than 30 days after mailing written notice to the assured of such cancellation. The Insurance policies must be endorsed to reflect a 30 day notice of cancellation or material change in coverage be given to the City.

(e) Sub-Consultants: If any part of the services to be performed under this Contract is sublet, the sub-contractor shall be required to meet all insurance requirements set forth in this Agreement. The parties stipulate that the Contractor will maintain each type of insurance set forth above at a coverage level equal to the amount set forth above for such type of insurance. However, nothing contained herein shall relieve the Contractor from meeting all insurance requirements or otherwise being responsible for the sub-consultant.

Section 9: Performance of Work by City.

If the Contractor fails to perform the work in accordance with the schedule referred to in Section 2 above, the City may, in its discretion, in order to bring the project closer to the schedule, perform or cause to be performed some or all of the work, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give the Contractor notice of its intention. The Contractor shall reimburse the City for additional costs incurred by the City in exercising its right to perform or cause to be performed some or all of the work pursuant to this Section.

Section 10: Termination for Convenience ("TFC").

(a) Procedure: Without limiting any party's right to terminate for breach, the City may, without cause, and in its discretion, terminate this Contract for convenience by giving the Contractor written notice that refers to

this Section. TFC shall be effective at the time indicated in the notice. The City Manager may terminate under this Section without City Council action.

- (b) Obligations: Upon TFC, all obligations that are still executory, on both sides, are discharged except that any right based on prior breach or performance survives, and the indemnification provisions shall remain in force. At the time of TFC, or as soon afterwards as is practical, and upon the City's payment to Contractor of monies due, the Contractor shall deliver to the City all project documents, including partly completed project documents, provided however that the City assumes all risk for use of the project documents after TFC, and the Contractor shall be relieved of any liability whatsoever. In case of TFC, the Contractor shall follow the City's instructions as to which Subcontracts to terminate.
- (c) Payment: The City shall pay the Contractor an equitable amount for the costs and charges that accrue because of the City's decisions with respect to the Subcontracts, but excluding profit for the Contractor. Within 20 days after TFC, the City shall pay the Contractor a one hundred dollar TFC fee and for all services performed except to the extent previously paid for. Services shall be paid for in accordance with the method (unit prices, hourly fees, etc.) to be used for payment had the services been completed except to the extent it would be inequitable to either party, and if services were to be paid for on a lump-sum basis, the City shall pay the part of the lump sum that reflects the percentage of completion attained for such services. The Contractor shall not be entitled to any payment except as stated in this Section because of TFC, whether on the basis of overhead, profit, damages, other economic loss, or otherwise.

Section 11: Notice.

- (a) Address: All notices and other communications required or permitted by this Contract shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the City of Greenville:
c/o Greenville Recreation and Parks Department
P.O. Box 7207
Greenville, NC 27835

To the Contractor:
Designco Construction, Inc
2040 South Park Drive, Suite i
Winterville, NC 28590

- (b) Change of Address & Date Notice Deemed Given: A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this Contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

Section 12: Indemnification.

- (a) Hold Harmless: The Contractor shall, to the extent permitted under North Carolina law, indemnify and hold harmless the City and its officers and employees from and against all liabilities, damages, losses and costs that arise in any manner from, in connection with, or out of this Contract as a result of acts or omissions of the Contractor or any sub-consultant or other persons employed or utilized by the Contractor in the performance of this Contract except when such liabilities, damages, losses, and costs are proximately caused by or result from the negligence, in whole or in part, of the City or its independent Contractors, agents, officers or employees.
- (b) Survival: This Section shall remain in force despite termination of this contract, whether by expiration of the term or otherwise, and termination of the services of the Contractor under this contract.

- (c) Compliance with law: It is agreed that this Section shall be applied to the maximum extent allowed by law and limited only as necessary to comply with N.C.G.S. § 22B-1.

Section 13: Miscellaneous.

- (a) Choice of Law and Forum: This Contract shall be deemed made in Pitt County, North Carolina. This Contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this Contract shall be the North Carolina General Court of Justice, in Pitt County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.
- (b) Waiver: No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.
- (c) Performance of Government Functions: Nothing contained in this Contract shall be deemed or construed so as to in any way stop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.
- (d) Severability: If any provision of this Contract shall be unenforceable, the remainder of this Contract shall be enforceable to the extent permitted by law.
- (e) Assignment, Successors and Assigns: Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this Contract. The City Manager may consent to an assignment without action by the City Council. Unless the City otherwise agrees in writing, the Contractor and all assignees shall be subject to all of the City's defenses and shall be liable for all of the Contractor's duties that arise out of this Contract and all of the City's claims that arise out of this Contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this Contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.
- (f) Compliance with Law: Consistent with the Standard of Care set forth in this Contract, in performing all of the services, the Contractor shall comply with all applicable law.
- (g) City Policy: THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.
- (h) EEO Provisions: During the performance of this Contract the Contractor agrees as follows: (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these EEO provisions. (2) The Contractor shall in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. (3) The Contractor shall send a copy of the EEO provisions to each labor union or representative of workers with which it has a collective bargaining agreement

or other Contract or understanding. (4) In the event of the Contractor's noncompliance with these EEO provisions, the City may cancel, terminate, or suspend this Contract, in whole or in part, and the City may declare the Contractor ineligible for further City Contracts. (5) Unless exempted by the City Council of the City of Greenville, the Contractor shall include these EEO provisions in every purchase order for goods to be used in performing this Contract and in every Subcontract related to this Contract so that these EEO provisions will be binding upon such sub-Contractor and vendors.

- (i) No Third Party Rights Created: This Contract is intended for the benefit of the City and the Contractor and not any other person.
- (j) Principles of Interpretation and Definitions: In this Contract, unless the context requires otherwise: (1) The singular includes the plural and the plural the singular. The pronouns “it” and “its” include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to Contracts and agreements shall be deemed to include all amendments to them. The words “include,” “including,” etc. mean include, including, etc. without limitation. (2) References to a “Section” or “Section” shall mean a Section of this Contract. (3) “Contract” and “Agreement,” whether or not capitalized, refer to this instrument. (4) Titles of sections, paragraphs, and articles are for convenience only, and shall not be construed to affect the meaning of this Contract. (5) “Duties” includes obligations. (6) The word “person” includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (7) The word “shall” is mandatory. (8) The word “day” means calendar day.
- (k) Modifications of Entire Agreement: A modification of this Contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless the City Manager or a deputy or assistant City Manager signs it for the City. This Contract contains the entire agreement between the parties pertaining to the subject matter of this Contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this Contract.
- (l) Hazardous Materials: Contractor shall have no responsibility or liability for the discovery or presence of or exposure of persons to hazardous (or allegedly hazardous) materials in any form at the project, including but not limited to asbestos, mold, mildew, PCB or other toxic substances.
- (m) E-verify Compliance: The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Contractor utilizes a Subcontractor, the Contractor shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. By submitting a proposal, the Contractor represents that their firm and its Subcontractors are in compliance with the requirements of Article 2 Chapter 64 of the North Carolina General Statutes.
- (n) Iran Divestment Act: Vendor certifies that; (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 143-6A-4; (ii) it will not take any actions causing it to appear on any such list during the terms of this contract, and (iii) it will not utilize any subcontractor to provide goods and services hereunder that is identified on any list.

Section 14: Performance and Payment Bond

Contractor shall furnish within 3 days of receiving a fully executed contract a performance and payment bond in the amount of \$343,837.50.

Section 15: Attachments.

The following Attachments shall be a part of this contract:

- (a) Invitation to Bid
- (b) Construction Plans
- (c) MWBE Forms
- (d) Designco Construction's Bid

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

CITY OF GREENVILLE:

DESIGNCO CONSTRUCTION, INC.:

BY: _____

BY: _____

TITLE: Ann E. Wall, City Manager

TITLE: _____

DATE: _____

DATE: _____

APPROVED AS TO FORM:

BY: _____
Emanuel D. McGirt, 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: _____
Byron Hayes, Director of Financial Services

Account: Tar River Development

INVITATION TO BID

Adventure Park Phase 1

CITY OF GREENVILLE
NORTH CAROLINA



SITE ADDRESS: **NEW ADVENTURE PARK**
3050 BLUE HERON DR
GREENVILLE, NC

BIDS-DUE: **TUESDAY OCTOBER 13, 2020 @ 10:00 AM**
JAYCEE PARK ADMINISTRATION BUILDING
2000 CEDAR LANE, GREENVILLE, NC

CONTACT PERSONS:

QUESTIONS REGARDING THE BID PACKAGE:

Ms. Denisha Harris
Purchasing Manager
Telephone: (252) 329-4862
Fax: (252) 329-4464
Email: dharris@greenvillenc.gov

QUESTIONS REGARDING THE SPECIFICATIONS:

Mr. Mark Nottingham
Parks Planner
Telephone: (252) 329-4242
Fax: (252) 329-4062
Email: mnottingham@greenvillenc.gov

**CITY OF GREENVILLE
ADVERTISEMENT FOR BIDS
“New Adventure Park”**

The City of Greenville, NC is requesting bids for the construction of a gravel parking lot, sidewalks, stormwater infrastructure, floating dock concrete abutments, and additional site work located at the City’s new adventure park. The scope of work shall include but is not limited to construction of improvements as referenced in the site development plans and contained in this document.

The duration of this project shall be 120 calendar days. **LIQUIDATED DAMAGES:** If the Contractor fails to complete the work within the time specified in the bid package, the Contractor shall pay liquidated damages to the City of Greenville in the amount of \$100.00 for each calendar day of delay until the work is completed or accepted.

Weekly updates on project status shall be emailed to the City’s designated project manager.

A site visit is mandatory and is scheduled for Tuesday, October 6 at 2:00 PM at 3050 Blue Heron Drive, located off Old Pictolus Road.

Sealed bids will be received by the City of Greenville until Tuesday, October 13 @ 10:00 AM at the Recreation & Parks Office located in the Jaycee Park Administration Building, 2000 Cedar Lane, Greenville, NC 27835. Mailed bids shall be delivered to 2000 Cedar Lane, Greenville, NC 27835 on or before Tuesday, October 13 @ 10:00 AM and addressed to Mark Nottingham, Parks Planner.

The Contract Documents (plans and specifications) are contained in this document. Bid Alternate A shall be for the construction of the gravel parking labeled (future). Bid Alternate B shall be for the wiring and installation of 8 LED street lights as shown on the document labeled street light layout. Bid Alternate C shall be for the construction of 3 camping platforms, contractor will be responsible for providing all documents needed for permitting and construction of the platforms.

The sand to be used for the beach area shall be washed sand. Existing buried gutter drain pipes shall be removed and replaced with a combination of splash blocks and stone of a sufficient size to dissipate energy from the water coming out of the gutters. An existing dirt access road shall have a section repaired for future vehicle access to planned camping platforms. Trash and debris located on the dirt access road shall be removed and disposed of properly. The floating dock will be installed by others. The access drive, Blue Heron Dr, shall have the shoulders mowed and excess vegetation removed.

All sealed bids shall have the words Attn: Mark Nottingham - Bid Enclosed, Adventure Park Phase 1 on the outside of the bid package and mail carrier envelope.

All bids will be marked with the date and time they are received by reception staff. There will not be a public bid opening. Bids will be opened and evaluated by staff and a bid tabulation will be available upon request once the contract is awarded to the successful bidder.

The City of Greenville reserves the right to reject any or all bids, waive any informality and award contracts that appear to be in its best interest. The right is reserved to hold any or all proposals for a period of sixty (60) days from the bid opening thereof.

Minority/Women owned business are encouraged to submit bids.

INSTRUCTIONS TO BIDDERS

**Bid to Provide
“New Adventure Park Phase 1”
3050 Blue Heron Drive, Greenville, NC**

- 1. Contractor is to provide verification to the City that the company’s employees are covered under worker’s compensation insurance coverage.**
- 2. It is expressly understood by the contractor offering a bid after a written notice of award by the City, a written contract or purchase order will be required to be executed and will serve together with this bid, these instructions, and any detailed specifications as the entire form of contract between the parties.**
- 3. Each Contractor submitting a bid is affirming that no official or employee of the City is directly or indirectly interested in this proposal for any reason of personal gain.**
- 4. Sales taxes may be listed on the bid, but as a separate item. No charge will be allowed for Federal Excise and Transportation Tax from which the City is exempt.**
- 5. Questions regarding any procedure for submission of a bid or about the plans shall be directed by email to Mark Nottingham, Parks Planner, at mnottingham@greenvillenc.gov. The last date to submit questions will be Tuesday, October 6, 2020, by 5:00 PM.**
- 6. By submitting a bid for Phase 1 of the New Adventure Park, the Contractor attests that it is in compliance with all items listed in the bid/proposal instructions. Furthermore, the Contractor attests that the City of Greenville accepts no responsibility for any injuries to the firm’s employees, while on City property performing their duties.**
- 7. Contractor shall comply with all OSHA requirements associated with the work within this contract. Follow all safety guidelines while work is in progress.**
- 8. No work will be performed at any time without proper supervision. If requested, the names and experience of supervisors shall be provided.**
- 9. Contractor must ensure procurement and post the required permits prior to the commencement of work.**
- 10. Staging areas for equipment and materials will be arranged on site during a pre-construction meeting or per the plans.**
- 11. Any damage to any buildings, concrete, landscaping, etc. shall be repaired by the contractor prior to the completion of the project.**
- 12. The Contractor shall accompany a designated representative(s) of the City on inspections of work at any time during the contract period. The City reserves the right to make determinations as to whether service is performed satisfactorily. Deficiencies in work performance shall be corrected immediately.**

**CITY OF GREENVILLE
RECREATION & PARKS DEPARTMENT
SPECIFICATIONS FOR
“New Adventure Park Phase 1”**

1.0 SCOPE:

The scope of work shall be as directed by the plans and specifications (Attachment B) for this project for construction of site improvements for Phase 1 of the New Adventure Park.

1.1 The duration of the project shall be 120 calendar days from receipt of award.

2.0 PAYMENT AND BID:

2.1 Bidders will comply with all local, state, and federal laws and ordinances governing said work including the Occupational Safety and Health Act of 1970.

2.2 By submitting a proposal, the firm is attesting that they are an Equal Opportunity Employer.

2.3 The City of Greenville has adopted an Affirmative Action Program. Firms submitting a proposal are attesting that they also have taken affirmative action to ensure equality of opportunity in all aspects of employment.

2.4 Minority and/or Women Business Enterprise (MWBE) Program

Refer to Attachment “C” for all Minority and/or Woman Business Enterprise requirements.

Questions regarding the City’s M/WBE Program should be directed to Ferdinand Rouse in the M/WBE Office at (252) 329-4462.

2.5 The City of Greenville reserves the right to reject any and all bids, to waive any informalities and to accept the bid if seems most advantages to the City. Any bid submitted will be binding for sixty (60) days after the date of the bid opening.

2.6 Equal Employment Opportunity Clause

The City has adopted an Equal Employment Opportunity Clause, which is incorporated into all specifications, purchase orders, and contracts, whereby a vendor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin or ancestry. A copy of this clause may be obtained at the City Clerk’s Office, City Hall, Greenville, NC. By submitting qualifications and/or proposals, the firm is attesting that they are an Equal Opportunity Employer. Federal law (Rehabilitation Act and ADA) prohibits handicapped discrimination by all governmental units. By submitting a proposal, the vendor is attesting to its policy of nondiscrimination regarding the handicapped.

2.7 If needed, the contractor shall complete use the vendor self-service online and submit any associated documents as required upon acceptance of this contract.

2.8 The contractor will develop a lump sum bid; that will include, but is not limited to all work, equipment, parts, and labor specified herein.

3.0 WORKERS COMPENSATION AND INSURANCE:

3.1 The contractor shall maintain during the life of this contract, Worker’s Compensation Insurance for all employees working at the project site under this contract, or as otherwise required by North Carolina General Statutes.

3.2 The Contractor shall have in place for the life of this contract public liability and property damage insurance and shall protect the City of Greenville from claims for damage or personal injury, which may arise from operations under this contract. The amounts of such insurance shall not be less than \$500,000 for injuries subject to the same limit per person and \$1,000,000 for property damage or otherwise needed to protect the interests of the owner. The Contractor awarded this contract is to provide a Certificate of Insurance showing the City of Greenville named as an additionally insured on all coverage. All insurance shall be maintained during the duration of the contract.

3.3 OTHER INSURANCE:

The contractor shall furnish such additional insurance as may be required by the General Statutes of North Carolina, including motor vehicle insurance in amounts not less than statutory limits.

4.0 CANCELLATION:

4.1 Each certificate of insurance shall bear the provision that the policy cannot be altered or canceled in less than ten (10) days after mailing written notice to the assured of such alteration or cancellation, sent registered mail.

4.2 The contractor shall furnish the owner with satisfactory proof of insurance required before written approval of such insurance is granted by the owner.

4.3 Executed contract documents, insurance certifications, invoices and other information requested, are to be sent to:

*Mark Nottingham, Parks Planner
City of Greenville
2000 Cedar Ln
Greenville, N.C. 27835
Email: mnottingham@greenvillenc.gov*

5.0 DAMAGE TO CONTRACTORS PROPERTY:

5.1 The City of Greenville shall be under no obligation to replace or in any way compensate the contractor for fire, theft, vandalism or any other casualty, injury or damage to equipment or property belonging to the contractor while on City property.

5.2 The successful bidder agrees to indemnify or hold harmless the City of Greenville from and against any liability, loss, cost, damage suit, claim, or expense arising occurrence on the part

of the successful bidder to include its officers, servants, agents or employees arising from its activities, operations, and performance of services while on City property and further agrees to release and discharge the City of Greenville and its Agents from all claims or liabilities arising from or caused by the successful bidder in fulfilling its obligations under this Agreement.

- 5.3 It is understood and agreed by the parties that the City of Greenville will assume no liability for damages, injury, or other loss to the successful bidder, its employees or property, tools or equipment, or to other persons or properties located on City facilities resulting from the successful bidder's activities and operations while performing those service enumerated herein. The successful bidder shall assume full and complete liability for any and all damages on City or private properties caused by or resulting from its activities, operations, and that of its employees, agents and officers.

6.0 ADDENDUM

- 6.1 Addendum/Amendment: Any changes to the specifications will be issued as a written addendum. No oral statements, explanations, or commitments by whosoever shall be of any effect. The contract may be amended from time to time through written agreement by both parties.

7.0 LOCAL PREFERENCE POLICY

- 7.1 The City of Greenville has adopted a Local Preference Policy, Resolution No. 056-13, and a Professional and other Services Policy, Resolution No. 057-13 that may pertain to this project. For more information, please see the City of Greenville's webpage at www.greenvillenc.gov/financialservices/purchasingdivision.

8.0 E-VERIFY COMPLIANCE

- 8.1 The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Contractor utilizes a Subcontractor, the Contractor shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. By submitting a proposal, The Proposer represents that their firm and its Subcontractors are in compliance with the requirements of Article 2 Chapter 64 of the North Carolina General Statutes.

9.0 IRAN DIVESTMENT ACT

- 9.1 Vendor certifies that: (i) it is not on the Iran Final Divestment List created by the NC State treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any actions causing it to appear on said list during the term of any contract with the City, and (iii) it will not utilize any subcontractor to provide goods and services hereunder that is identified on said list.

ATTACHMENT A

**CITY OF GREENVILLE
RECREATION & PARKS DEPARTMENT
BID FORM**

In compliance with the request for bid by the City of Greenville and subject to all conditions and specifications thereof, the undersigned offers and agrees to furnish all equipment, labor and work site clean-up as provided in the above mentioned specifications.

Adventure Park Phase 1	
Proposed price to complete construction of Phase 1 of the Adventure Park per the design and layout document.	\$
<u>Alternate A:</u> Proposed price to construct the "future parking" per the design and layout document.	\$
<u>Alternate B:</u> Proposed price to wire and install 8 programmable LED street lights per the lighting layout document.	\$
<u>Alternate C:</u> Construct 3 camping platforms as shown on the site plan and per the specifications.	\$

Addenda Received: _____ Required MWBE Forms Included: _____

Bid reviewed, prepared and submitted by:

Company Name: _____ Date: _____

Address: _____

Phone Number: _____

General Contractor's License Number: _____

Signed: _____ Print Name: _____

ATTACHMENT B

Adventure Park Construction Plans

ATTACHMENT C

City of Greenville/Greenville Utilities Commission Minority and Women Business Enterprise (MWBE) Program

City of Greenville Construction Guidelines and Affidavits

These instructions shall be included with each bid solicitation.

City of Greenville/Greenville Utilities Commission Minority and Women Business Enterprise Program

\$100,000 and Construction Guidelines for MWBE Participants

Policy Statement

It is the policy of the City of Greenville and Greenville Utilities Commission to provide minorities and women equal opportunity for participating in all aspects of the City’s and Utilities’ contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchases, and professional and personal service contracts.

Goals and Good Faith Efforts

Bidders responding to this solicitation shall comply with the MWBE program by making Good Faith Efforts to achieve the following aspiration goals for participation.

	CITY	
	MBE	WBE
Construction This goal includes Construction Manager at Risk.	10%	6%

Bidders shall submit MWBE information with their bids on the forms provided. This information will be subject to verification by the City prior to contract award. **As of July 1, 2009, contractors, subcontractors, suppliers, service providers, or MWBE members of joint ventures intended to satisfy City MWBE goals shall be certified by the NC Office of Historically Underutilized Businesses (NC HUB) only.** Firms qualifying as “WBE” for City’s goals must be designated as a “women-owned business” by the HUB Office. Firms qualifying as “MBE” for the City’s goals must be certified in one of the other categories (i.e.: Black, Hispanic, Asian American, American Indian, Disabled, or Socially and Economically Disadvantaged). Those firms who are certified as both a “WBE” and “MBE” may only satisfy the “MBE” requirement. **Each goal must be met separately. Exceeding one goal does not satisfy requirements for the other.** A complete database of NC HUB certified firms may be found at <http://www.doa.nc.gov/hub/>. An internal database of firms who have expressed interest to do business with the City and GUC is available at www.greenvillenc.gov. However, the HUB status of these firms must be verified by the HUB database. The City shall accept NCDOT certified firms on federally funded projects only. Please note: A contractor may utilize any firm desired. However, for participation purposes, all MWBE vendors who wish to do business as a minority or female must be certified by NC HUB.

The Bidder shall make good faith efforts to encourage participation of MWBEs prior to submission of bids in order to be considered as a responsive bidder. Bidders are cautioned that even though their submittal indicates they will meet the MWBE goal, they should document their good faith efforts and be prepared to submit this information, if requested.

The MWBE’s listed by the Contractor on the **Identification of Minority/Women Business Participation** which are determined by the City to be certified shall perform the work and supply the materials for which they are listed unless the Contractors receive prior authorization from the City to perform the work with other forces or to obtain materials from other sources. If a contractor is proposing to perform all elements of the work with his own forces, he must be prepared to document evidence satisfactory to the owner of similar government contracts.

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

The Contractor shall enter into and supply copies of fully executed subcontracts with each MWBE or supply signed Letter(s) of Intent to the Project Manager after award of contract and prior to Notice to Proceed. Any amendments to subcontracts shall be submitted to the Project Manager prior to execution.

Instructions

The Bidder shall provide with the bid the following documentation:

- Identification of Minority/Women Business Participation
(if participation is zero, please mark zero—Blank forms will be considered nonresponsive)
- Affidavit A (if subcontracting)

OR

- Identification of Minority/Women Business Participation
(if participation is zero, please mark zero—Blank forms will be considered nonresponsive)
- Affidavit B (if self-performing; must attest that bidder does not customarily subcontract work on this type of project—includes supplies and materials)

Within 72 hours or 3 business days after notification of being the apparent low bidder who is subcontracting anything must provide the following information:

- Affidavit C (if aspirational goals are met or are exceeded)

OR

- Affidavit D (if aspirational goals are not met)

After award of contract and prior to issuance of notice to proceed:

- Letter(s) of Intent or Executed Contracts

****With each pay request, the prime contractors will submit the Proof of Payment Certification, listing payments made to MWBE subcontractors.**

*****If a change is needed in MWBE Participation, submit a Request to Change MWBE Participation Form. Good Faith Efforts to substitute with another MWBE contractor must be demonstrated.**

Minimum Compliance Requirements:

All written statements, affidavits, or intentions made by the Bidder shall become a part of the agreement between the Contractor and the City for performance of contracts. Failure to comply with any of these statements, affidavits or intentions or with the minority business guidelines shall constitute a breach of the contract. A finding by the City that any information submitted (either prior to award of the contract or during the performance of the contract) is inaccurate, false, or incomplete, shall also constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the City whether to terminate the contract for breach or not. In determining whether a contractor has made Good Faith Efforts, the CITY will evaluate all efforts made by the Contractor and will determine compliance in regard to quantity, intensity, and results of these efforts.

City of Greenville **AFFIDAVIT A – Listing of Good Faith Efforts**

County of _____

(Name of Bidder)

Affidavit of _____

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- 1 – (10 pts)** 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.
- 2 --(10 pts)** 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.
- 3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- 6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 – (15 pts)** 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.
- 8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure 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.
- 9 – (20 pts)** 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.
- 10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

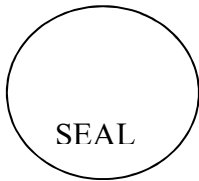
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority/Women Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) 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/women business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: _____ Name of Authorized Officer: _____

Signature: _____

Title: _____



State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

City of Greenville --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

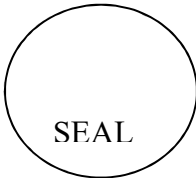
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

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 _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20__

Notary Public _____

My commission expires _____

Do not submit with bid Do not submit with bid Do not submit with bid Do not submit with bid

City of Greenville - AFFIDAVIT C - Portion of the Work to be Performed by MWBE Firms

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the portion of the work to be executed by MWBE businesses as defined in GS143-128.2(g) and the COG/CITY MWBE Plan sec. III is equal to or greater than 16% 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 do 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 and a minimum of _____% of the total dollar amount of the contract with women business enterprises. Minority/women 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	*MWBE Category	Work description	Dollar Value

*Minority categories: Black, African American (B), Hispanic or Latino (L), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (S) Disabled (D)

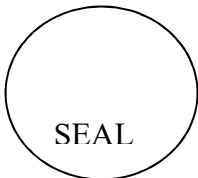
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with MWBE Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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 _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

City of Greenville **AFFIDAVIT D – Good Faith Efforts**

County of _____

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the goal of 16% participation by minority/women business **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:

Affidavit of _____ I do hereby certify
that on the _____
(Name of Bidder)

Project ID# _____ (Project Name) Amount of Bid \$ _____

I will expend a minimum of _____% of the total dollar amount of the contract with minority business enterprises and a minimum of _____% of the total dollar amount of the contract with women business enterprises. Minority/women 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	*MWBE Category	Work description	Dollar Value

*Minority categories: Black, African American (**B**), Hispanic or Latino (**L**), Asian American (**A**) American Indian (**I**),Female (**F**) Socially and Economically Disadvantaged (**S**) Disabled (**D**)

Examples of documentation required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

- 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 solicitation 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 a 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 reasons for rejection of minority business due to lack of qualification.
- 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.

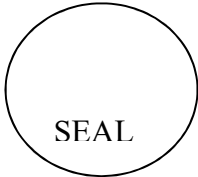
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with MWBE Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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 _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20____

Notary Public _____

My commission expires _____

LETTER OF INTENT

MWBE Subcontractor Performance

Please submit this form or executed subcontracts with MWBE firms after award of contract and prior to issuance of notice to proceed.

PROJECT: _____
(Project Name)

TO: _____
(Name of Prime Bidder/Architect)

The undersigned intends to perform work in connection with the above project as a:

____ Minority Business Enterprise ____ Women Business Enterprise

The MWBE status of the undersigned is certified the NC Office of Historically Underutilized Businesses (required). ____ Yes ____ No

The undersigned is prepared to perform the following described work or provide materials or services in connection with the above project at the following dollar amount:

Work/Materials/Service Provided	Dollar Amount of Contract	Projected Start Date	Projected End Date

(Date)

(Address)

(Name & Phone No. of MWBE Firm)

(Name & Title of Authorized Representative of MWBE)

(Signature of Authorized Representative of MWBE)

REQUEST TO CHANGE MWBE PARTICIPATION

(Submit changes only if notified as apparent lowest bidder, continuing through project completion)

Project: _____

Bidder or Prime Contractor: _____

Name & Title of Authorized Representative: _____

Address: _____ **Phone #:** _____

_____ **Email Address:** _____

Total Contract Amount (including approved change orders or amendments): \$ _____

Name of subcontractor: _____

Good or service provided: _____

Proposed Action:

Replace subcontractor

Perform work with own forces

For the above actions, you must provide one of the following reasons (Please check applicable reason):

The listed MBE/WBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract.

The listed MBE/WBE is bankrupt or insolvent.

The listed MBE/WBE fails or refuses to perform his/her subcontract or furnish the listed materials.

The work performed by the listed subcontractor is unsatisfactory according to industry standards and is not in accordance with the plans and specifications; or the subcontractor is substantially delaying or disrupting the progress of the work.

If replacing subcontractor:

Name of replacement subcontractor: _____

The MWBE status of the contractor is certified by the NC Office of Historically Underutilized Businesses (required). Yes No

Dollar amount of original contract \$ _____

Dollar amount of amended contract \$ _____

Other Proposed Action:

Increase total dollar amount of work Add additional subcontractor
 Decrease total dollar amount of work Other

Please describe reason for requested action: _____

If adding additional subcontractor:*

The MWBE status of the contractor is certified by the NC Office of Historically Underutilized Businesses (required). Yes No

**Please attach Letter of Intent or executed contract document*

Dollar amount of original contract \$ _____

Dollar amount of amended contract \$ _____

Interoffice Use Only:

Approval Y N

Date _____

Signature _____

Do not submit with the bid Do not submit with the bid Do not submit with the bid Do not submit with the bid

Proof of Payment Certification

MWBE Contractors, Suppliers, Service Providers

Pay Application No. _____
Purchase Order No. _____

Project Name: _____

Prime Contractor: _____

Current Contract Amount (including change orders): \$ _____

Requested Payment Amount for this Period: \$ _____

Is this the final payment? Yes No

Firm Name	MWBE Category*	Total Amount Paid from this Pay Request	Total Contract Amount (including changes)	Total Amount Remaining

*Minority categories: Black, African American (**B**), Hispanic or Latino (**L**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**S**) Disabled (**D**)

Date: _____

Certified By: _____

Name

Title

Signature

ATTACHMENT A

CITY OF GREENVILLE
RECREATION & PARKS DEPARTMENT
BID FORM

In compliance with the request for bid by the City of Greenville and subject to all conditions and specifications thereof, the undersigned offers and agrees to furnish all equipment, labor and work site clean-up as provided in the above mentioned specifications.

Adventure Park Phase 1	
Proposed price to complete construction of Phase 1 of the Adventure Park per the design and layout document.	\$ 343,837.50
<u>Alternate A</u> : Proposed price to construct the "future parking" per the design and layout document.	\$ 19,680.00
<u>Alternate B</u> : Proposed price to wire and install 8 programmable LED street lights per the lighting layout document.	\$ 39,600.00
<u>Alternate c</u> : Construct 3 camping platforms as shown on the site plan and per the specifications.	\$ 41,538.75

Addenda Received: 10/8/2020 Required MWBE Forms Included: Yes

Bid reviewed, prepared and submitted by:

Company Name: Designco Construction Date: 10/13/2020

Address: 2040 South Park Dr Suite I

Phone Number: 252-902-8500

General Contractor's License Number: 73384

Signed:  Print Name: Michael Taylor

1123682

ATTACHMENT C

**City of Greenville/Greenville Utilities Commission
Minority and Women Business Enterprise (MWBE) Program**

**City of Greenville
Construction Guidelines and Affidavits**

These instructions shall be included with each bid solicitation.

City of Greenville/Greenville Utilities Commission Minority and Women Business Enterprise Program

\$100,000 and Construction Guidelines for MWBE Participants

Policy Statement

It is the policy of the City of Greenville and Greenville Utilities Commission to provide minorities and women equal opportunity for participating in all aspects of the City's and Utilities' contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchases, and professional and personal service contracts.

Goals and Good Faith Efforts

Bidders responding to this solicitation shall comply with the MWBE program by making Good Faith Efforts to achieve the following aspiration goals for participation.

	CITY	
	MBE	WBE
Construction This goal includes Construction Manager at Risk.	10%	6%

Bidders shall submit MWBE information with their bids on the forms provided. This information will be subject to verification by the City prior to contract award. **As of July 1, 2009, contractors, subcontractors, suppliers, service providers, or MWBE members of joint ventures intended to satisfy City MWBE goals shall be certified by the NC Office of Historically Underutilized Businesses (NC HUB) only.** Firms qualifying as "WBE" for City's goals must be designated as a "women-owned business" by the HUB Office. Firms qualifying as "MBE" for the City's goals must be certified in one of the other categories (i.e.: Black, Hispanic, Asian American, American Indian, Disabled, or Socially and Economically Disadvantaged). Those firms who are certified as both a "WBE" and "MBE" may only satisfy the "MBE" requirement. **Each goal must be met separately. Exceeding one goal does not satisfy requirements for the other.** A complete database of NC HUB certified firms may be found at <http://www.doa.nc.gov/hub/>. An internal database of firms who have expressed interest to do business with the City and GUC is available at www.greenvillenc.gov. However, the HUB status of these firms must be verified by the HUB database. The City shall accept NCDOT certified firms on federally funded projects only. **Please note: A contractor may utilize any firm desired. However, for participation purposes, all MWBE vendors who wish to do business as a minority or female must be certified by NC HUB.**

The Bidder shall make good faith efforts to encourage participation of MWBEs prior to submission of bids in order to be considered as a responsive bidder. Bidders are cautioned that even though their submittal indicates they will meet the MWBE goal, they should document their good faith efforts and be prepared to submit this information, if requested.

The MWBE's listed by the Contractor on the **Identification of Minority/Women Business Participation** which are determined by the City to be certified shall perform the work and supply the materials for which they are listed unless the Contractors receive prior authorization from the City to perform the work with other forces or to obtain materials from other sources. If a contractor is proposing to perform all elements of the work with his own forces, he must be prepared to document evidence satisfactory to the owner of similar government contracts where he has self-performed.

The Contractor shall enter into and supply copies of fully executed subcontracts with each MWBE or supply signed Letter(s) of Intent to the Project Manager after award of contract and prior to Notice to Proceed. Any amendments to subcontracts shall be submitted to the Project Manager prior to execution.

Instructions

The Bidder shall provide with the bid the following documentation:

Identification of Minority/Women Business Participation
(if participation is zero, please mark zero—Blank forms will be considered nonresponsive)

Affidavit A (if subcontracting)

OR

Identification of Minority/Women Business Participation
(if participation is zero, please mark zero—Blank forms will be considered nonresponsive)

Affidavit B (if self-performing; must attest that bidder does not customarily subcontract work on this type of project—includes supplies and materials)

Within 72 hours or 3 business days after notification of being the apparent low bidder who is subcontracting anything must provide the following information:

Affidavit C (if aspirational goals are met or are exceeded)

OR

Affidavit D (if aspirational goals are not met)

After award of contract and prior to issuance of notice to proceed:

Letter(s) of Intent or Executed Contracts

****With each pay request, the prime contractors will submit the Proof of Payment Certification, listing payments made to MWBE subcontractors.**

*****If a change is needed in MWBE Participation, submit a Request to Change MWBE Participation Form. Good Faith Efforts to substitute with another MWBE contractor must be demonstrated.**

Minimum Compliance Requirements:

All written statements, affidavits, or intentions made by the Bidder shall become a part of the agreement between the Contractor and the City for performance of contracts. Failure to comply with any of these statements, affidavits or intentions or with the minority business guidelines shall constitute a breach of the contract. A finding by the City that any information submitted (either prior to award of the contract or during the performance of the contract) is inaccurate, false, or incomplete, shall also constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the City whether to terminate the contract for breach or not. In determining whether a contractor has made Good Faith Efforts, the CITY will evaluate all efforts made by the Contractor and will determine compliance in regard to quantity, intensity, and results of these efforts.

Identification of Minority/Women Business Participation

1. Michael Taylor - Designers Construction

(Name of Bidder)

do hereby certify that on this project, we will use the following minority/women business enterprises as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #	Work type	*MWBE Category

*MWBE categories: Black, African American (B), Hispanic, Latino (L), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (S) Disabled (D)

If you will not be utilizing MWBE contractors, please certify by entering zero "0"

The total value of MBE business contracting will be (\$) 0 .

The total value of WBE business contracting will be (\$) 0 .

City of Greenville AFFIDAVIT A – Listing of Good Faith Efforts

County of Pitt

(Name of Bidder)

Affidavit of Designco Construction

I have made a good faith effort to comply under the following areas checked:

Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- 1 – (10 pts) 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.
- 2 --(10 pts) 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.
- 3 – (15 pts) Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 – (10 pts) Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 – (10 pts) Attended prebid meetings scheduled by the public owner.
- 6 – (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 – (15 pts) 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.
- 8 – (25 pts) Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure 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.
- 9 – (20 pts) 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.
- 10 - (20 pts) Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority/Women Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) 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/women business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 10/13/2020 Name of Authorized Officer: Michael Taylor

Signature: [Signature]

Title: Project Manager



State of NC County of Pitt
Subscribed and sworn to before me this 13 day of OCTOBER 2020
Notary Public Madison H. Moore
My commission expires 9-27-24

**City of Greenville --AFFIDAVIT B-- Intent to Perform
Contract with Own Workforce.**

County of _____

Affidavit of N/A _____
(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

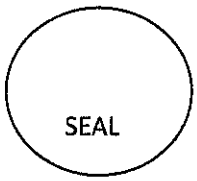
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement.

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 _____, County of _____

Subscribed and sworn to before me this _____ day of _____ 20__

Notary Public _____

My commission expires _____

City of Greenville AFFIDAVIT D – Good Faith Efforts

County of Pitt

(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)

If the goal of 16% participation by minority/women business is **not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:

Affidavit of Designco Construction I do hereby certify that on the _____

(Name of Bidder)

New Adventure Park
(Project Name)

Project ID# 20-21-14 Amount of Bid \$ 343,837.50

I will expend a minimum of 0 % of the total dollar amount of the contract with minority business enterprises and a minimum of 20 % of the total dollar amount of the contract with women business enterprises. Minority/women 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	*MWBE Category	Work description	Dollar Value
Designco Construction Inc Designco Construction Inc. 252-902-8500	WBE	Supervision, cleaning, cleanup	\$68,767.50

*Minority categories: Black, African American (B), Hispanic or Latino (L), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (S) Disabled (D)

Examples of documentation required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

- 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 solicitation 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 a 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 reasons for rejection of minority business due to lack of qualification.
- 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.

Do not submit with the bid Do not submit with the bid Do not submit with the bid Do not submit with the bid

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with MWBE Firms for work listed in this schedule conditional upon execution of a contract with the 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: 11/25/2020 Name of Authorized Officer: Michael Taylor

Signature: [Signature]

Title: Project Manager

JAMIE COREY
Notary Public
Pitt County, State of North Carolina
My Commission Expires 8-31-2025

SEAL

State of NC, County of Pitt

Subscribed and sworn to before me this 25 day of November 2020

Notary Public: [Signature]

My commission expires 8/31/2025



City of Greenville, North Carolina

Meeting Date: 12/14/2020

-
- Title of Item:** Resolution Approving a Lease Agreement With the Greenville Industrial-Eppes High School Alumni Heritage Society for Space Inside the C.M. Eppes Recreation Center
- Explanation:** The Greenville Industrial-Eppes High School Alumni Heritage Society has been utilizing a portion of the Eppes Recreation Center (that was a part of the original high school) as the C.M. Eppes Cultural and Heritage Center. The Alumni Society has requested the City extend their existing lease, which is scheduled to expire on January 31, 2021.
- Thomas Foreman Park, location of the C.M. Eppes Recreation Center, was the home of the C.M. Eppes Greenville Industrial-Eppes High School until the late 1960s. The high school, built in 1903, was named after C.M. Eppes shortly after his death in 1942 in honor of his legacy. The Eppes Alumni Heritage Society is still a vibrant and interactive group which includes numerous Greenville residents.
- The C.M. Eppes Cultural & Heritage Center includes three rooms located within the recreation center and is frequently used by members of the Alumni Society for various events. The Cultural & Heritage Center is dedicated to preserving the history of the high school and consists of various pictures and school memorabilia. Each July the center hosts the annual homecoming event which attracts many local alumni as well as many out-of-town Eppes graduates.
- At its October 14, 2020 meeting, the Recreation and Parks Commission unanimously approved a motion recommending City Council approve the lease renewal with the Greenville Industrial-Eppes High School Alumni Heritage Society.
- Attached is the resolution approving the lease agreement (also attached) with the Greenville Industrial-Eppes High School Alumni Heritage Society.
- Fiscal Note:** An annual lease payment of one dollar paid to the City of Greenville.
- Recommendation:** Approve the attached resolution approving a lease agreement with the Greenville Industrial-Eppes High School Alumni Heritage Society for a portion of the C.M. Eppes Recreation Center, through January 31, 2014.
-

ATTACHMENTS

 [Resolution_-_Lease_Agmt_for_Greenville_Industrial-Eppes_Alumni_Society_-_January_2021.pdf](#)

 [Greenville Industrial-Eppes High School Alumni Heritage Society--Lease Agreement--2021-2024--FINAL.DOC](#)

RESOLUTION NO. ____-20

RESOLUTION APPROVING LEASE AGREEMENT WITH
GREENVILLE INDUSTRIAL-EPPES HIGH SCHOOL ALUMNI HERITAGE SOCIETY

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

WHEREAS, City Council does hereby determine that the property herein described will not be needed by the City for the three (3) year term of the lease.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that it does hereby approve the Lease Agreement with the Greenville Industrial-Eppes High School Alumni Heritage Society for a portion of the C.M. Eppes Recreation Center, consisting of three rooms, for a term of three (3) years commencing on February 1, 2021 and terminating on January 31, 2024, for the annual rental sum of one dollar, and does further authorize the City Manager to execute said Lease Agreement.

This the 14th day of December, 2020.

P.J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

**STATE OF NORTH CAROLINA
PITT COUNTY**

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Agreement”), is made and entered into as of the date of the last signature below (the “Effective Date”), by and between the City of Greenville, a municipal corporation organized and existing under the laws of the State of North Carolina (“the City”), and Greenville Industrial-Eppes High School Alumni Heritage Society, a North Carolina non-profit corporation (“the lessee”). The City and the lessee may be referenced collectively in this Agreement as the “Parties” or each individually as a “Party.”

WITNESSETH:

WHEREAS, the City owns, operates, and controls that certain Property defined and described herein;

WHEREAS, the lessee desires to lease from the City and use the said herein defined and described Property for the limited duration and purposes set forth herein; and

WHEREAS, the City desires to lease to the lessee and permit and allow the lessee’s lease and use of said herein defined and described Property pursuant to the terms and conditions as set forth herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises, covenants, representations, warranties, and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Leased Property.** Subject to the terms and conditions of this Agreement, the City does hereby let and lease unto the lessee, and lessee does hereby lease from the City, the following certain designated portion of the C. M. Eppes Recreation Center (“Eppes Recreation Center”), which located at 400 Nash Street, Greenville, NC 27834: Three (3) rooms located inside of the Eppes Recreation Center building, which is further defined and delineated on the attached map, labeled as **Exhibit A**, and herein incorporated by reference (“the Property”).
2. **Ownership of the Property.** The Parties understand and agree that at all times during the Agreement term the building and grounds of the Eppes Recreation Center, including the Property, is and shall be owned by City. Pursuant to this Agreement, the City and lessee will have use, access, supervision, and responsibilities as outlined and further set out in the Agreement.
3. **Exclusions.** This Agreement shall apply only to the herein defined Property. The City shall have exclusive usage of all areas of the building and grounds of the Eppes Recreation Center and of the Property as needed.

4. **Term.** The term of this Agreement is for three (3) years, commencing on February 1, 2021, and expiring on January 31, 2024. This Agreement shall automatically expire at the end of the Term, but is subject to renewal as may be agreed by the Parties before the expiration of the Term.

5. **Termination.** In addition to any other remedies that may be specified herein, the lessee's failure to comply with any of the terms or conditions of this Agreement is grounds for immediate termination of this Agreement by the City upon notice to the lessee in accordance with paragraph 20 herein. Either Party may terminate this Agreement with or without cause at any time in its sole discretion by providing the other Party a 30 day written notice to the other Party of a Notice to Terminate in accordance with paragraph 20 herein.

6. **Rent.** The annual rent for the use of said Property by lessee shall be One Dollar (\$1.00), and shall be paid by lessee to the City on the first day of February of each year of this Agreement. Rent payments shall be delivered to the City's Director of Financial Services at City Hall, located at 200 West Fifth Street, Greenville, NC 27834 or mailed to the City's Director of Financial Services, P.O. Box 7207, Greenville, NC 27835-7207.

7. **Use of the Property.** The herein defined Property shall be used by lessee as a location to display, honor, and celebrate the history associated with the original use of the Eppes Recreation Center as an educational facility and the faculty and students associated with the educational facility. The lessee shall make no other use of the Property without the prior written consent of the City. The lessee shall be responsible, at its sole expense, for all costs associated with conducting its activities at and upon the Property. Lessee shall not use the Property between the hours of 11 p.m. and 7 a.m.

8. **Daily Activities Report.** The Parties understand and agree that the Property will be actively used by the lessee. Beginning with the commencement of the term of this Agreement and continuing for the duration of this Agreement, the lessee shall prepare, keep, and maintain a daily chronological log and written summary report of each and every activity conducted on the Property ("Daily Activities Report"). Within three (3) days of a written notice from the City to the lessee requesting a copy of the Daily Activities Report, the lessee shall provide to the City a copy of the Daily Activities Report.

9. **Signage.** The lessee may install identifying signage on the exterior and hallway doors of the Property with the prior written approval by the City of the size, location, and installation method.

10. **Acceptance, Access, Right of Entry, Repairs, and Maintenance.** The lessee agrees to accept the Property in its current condition. The lessee will be able to secure and restrict access to the Property when not in use for lessee's activities. Notwithstanding the foregoing, the City, including but not limited to its officials (elected and nonelected), officers, employees, agents, representatives, and consultants, retains the right to enter and have full access to all portions of the Property at any time without notice to the lessee for the purposes of inspection, to examine the condition thereof, to ascertain compliance with this Agreement or applicable law, or to make any repairs, additions, or alterations as may be necessary for the

safety, preservation, or improvement of the Property which the City, in its sole discretion, determines to make or for any other purpose which the City deems appropriate as it relates to the physical facility and equipment. Except as otherwise provided herein, the City shall be responsible for all routine repairs and maintenance of the Property. In the sole discretion of the City and unless otherwise required, maintenance and repairs will be conducted according to a pre-determined schedule, depending upon the urgency of the maintenance or repair. The City shall close the Property and may restrict access as needed due to maintenance or repair needs. In accordance with paragraph 20 herein, the lessee shall immediately notify the City in writing of any need of repair or maintenance to any portion of the Property and shall allow reasonable time for the City to have access to the facility to provide the maintenance and repairs as needed and as designated by the City. The lessee shall at its sole cost and expense, be responsible for keeping the Property in a good, clean, neat, attractive, pleasant, and sanitary condition at all times. Failure to do so shall be grounds for termination of this Agreement.

11. **Alterations and Improvements.** No alterations or improvements shall be made by the lessee to the Property without the prior written consent of the City.

12. **Utilities.** The City shall be responsible for providing and paying for all electricity, lighting, heating, water, air conditioning, and sewer used by the lessee in connection with the occupancy and use of the Property in accordance with this Agreement. The lessee shall be responsible for the telephone charges and all other charges for utilities used by the lessee in connection with the occupancy and use of the Property.

13. **Insurance and Indemnification.** The lessee will at all times during the term of this Agreement, at its sole cost and expense, insure and keep in effect insurance on the Property and the contents therein against claims for personal injury or property damage under a policy of general liability insurance with a combined single limit of not less than \$1,000,000.00 with the City named as an additional named insured, written by an insurance company or companies authorized to do business in the State of North Carolina. The lessee shall provide the City with a certificate of insurance evidencing said coverage.

Furthermore, to the fullest extent permitted by law, the lessee shall indemnify and hold harmless the City, its officials (elected and nonelected), officers, employees, agents, representatives, and consultants (“Indemnitees”) from and against any and all claims and demands whether from injury to person, loss of life, or damage to property, occurring on or within the Property, including any liability arising out of or in connection with any of the operations, responsibilities, or obligations of lessee or terms of this Agreement or use of the Eppes Recreation Center and/or the herein defined Property, including but not limited to any and all claims, damages, losses, penalties, settlements, costs, charges, and expenses of any nature whatsoever, including but not limited to professional and attorneys’ fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of each and every kind and character in connection with or arising directly or indirectly out of this Agreement or which may be attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, caused by acts or omissions of lessee or anyone directly or indirectly employed by it or anyone for whose acts lessee may be liable, regardless of whether or not such claim, damage,

loss, or expense is caused in part by indemnitees or any other party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligation of indemnity which would otherwise exist as to a party or person described in this paragraph. The lessee shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City. Furthermore, lessee holds the City harmless and indemnifies the City from any breach, fines, or penalties, ransomware, or any other first or third-party claims that arise out of this Agreement. This provision survives any termination by the parties.

14. **Damage or Destruction by Fire or Other Casualty.** In the event that the Property and/or the Eppes Recreation Center building is destroyed by fire or other casualty or act of God, then this Agreement shall terminate as of the time of such destruction without action on the part of either the City or the lessee. In the event that the Property and/or the Eppes Recreation Center building is so damaged by fire, other casualty, or act of God that more than 50% of the floor space of the building or the Property cannot reasonably be used by the lessee in the conduct of its activities, or the building is so damaged by fire or other casualty or act of God that it cannot, in the City's sole opinion, be economically repaired, then either Party shall have the option to terminate this Agreement by the provision of written notice to the other party as provided herein and in accordance with paragraph 20.

15. **Assignment and Subletting.** The lessee shall not assign or transfer this Agreement or sublet the Property or any portion or part of the Property without the prior written consent of the City.

16. **Surrender on Termination.** Upon the termination of this Agreement for any reason, the lessee shall yield and deliver peaceably to the City possession of the Property and any alterations, additions, and improvements made by the lessee thereto, promptly and in good condition, order, and repair, except for reasonable wear and tear and acts of God.

17. **Default.** In addition to any other provision herein, if the lessee shall neglect to pay any annual installment of rent when due, or shall neglect to do and perform any other matter agreed to be done, and shall remain in default for a period of ten (10) days after receiving written notice from the City calling attention to the non-payment or default, the City may declare this Agreement terminated and shall take possession of the Property without prejudice to any other legal remedy it may otherwise have on account of such default. If the City neglects to do or perform any matter agreed to be done in this Agreement and shall remain in default for a period of thirty (30) days after written notice from the lessee calling attention to such default, the lessee may declare this Agreement terminated without prejudice to any other legal remedy it may have on account of such default.

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

19. **Quiet Enjoyment.** The City agrees that the lessee, upon payment of rent and performing the agreements in this Agreement, may peacefully and quietly have, hold, and enjoy the said Property upon all the terms of this Agreement.

20. **Notices.** Any notice provided for herein shall be deemed to have been served sufficiently if mailed by first class mail to the City Manager and City Attorney, for notices to the City, and to the lessee's President, for notices to the lessee, at the addresses set forth below.

For the City:

City Manager
City of Greenville
P.O. Box 7207
Greenville, NC 27835

For the lessee:

President
Greenville Industrial-Eppes High School Alumni Heritage Society
P.O. Box 93
Greenville, NC 27835

With a Copy To:

City Attorney
City of Greenville
P.O. Box 7207
Greenville, NC 27835

21. **Legal and Regulatory Duties.** The lessee shall observe all applicable local, state, and federal laws and regulations as they pertain to the lessee's use and occupation of the Property. The lessee shall indemnify and hold harmless the City from and against any liability arising from such laws or regulations caused by the lessee's use or occupation of the leased premises or failure to act as herein stated.

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

23. **Execution and Authority.** The Parties declare this Agreement shall be executed in duplicate parts with each Party retaining a completed Agreement. Each Party declares that those signing for and on the behalf of the Party has the authority to execute this Agreement and bind the Party represented.

IN WITNESS WHEREOF, acting through their duly authorized officials, the Parties have executed this Agreement in duplicate originals, one of which is to be retained by the City, and one of which is to be retained by the lessee, effective as of the date of last signature below.

CITY OF GREENVILLE

Ann E. Wall, City Manager

Date

**STATE OF NORTH CAROLINA
PITT COUNTY**

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

Witness my hand and Notarial Seal, this the _____ day of _____, 2020.

Notary Public

My Commission expires: _____.

GREENVILLE INDUSTRIAL-EPPES HIGH SCHOOL ALUMNI HERITAGE SOCIETY

By: _____

Name: _____

Title: President

Date: _____

**STATE OF NORTH CAROLINA
PITT COUNTY**

I, _____, a Notary Public in and for the aforesaid County and State, do hereby certify that _____, President of Greenville Industrial-Eppes High School Alumni Heritage Society, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

Witness my hand and Notarial Seal, this the _____ day of _____, 2020.

APPROVED AS TO FORM:

BY: _____
Emanuel D. McGirt, City Attorney

CITY OF GREENVILLE: PRE-AUDIT CERTIFICATION:

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

_____ Date: _____
Byron Hayes, Director of Financial Services

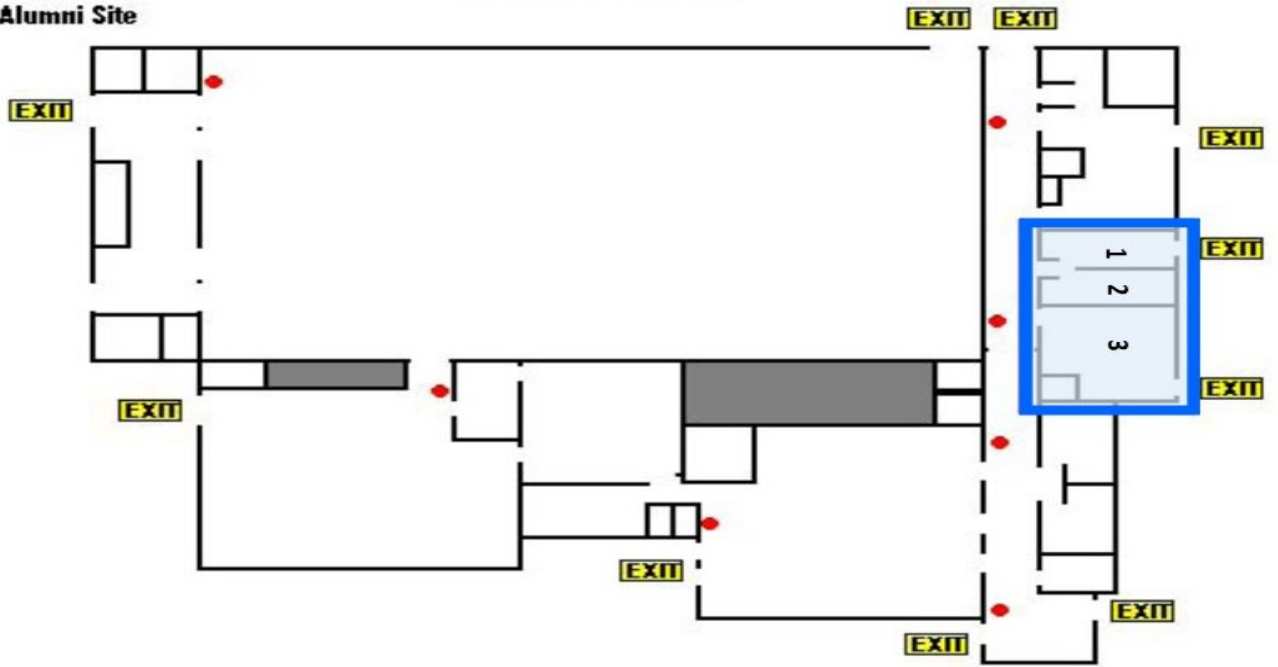
Account Number _____

Project Code (if applicable) _____

Exhibit A

- - Fire Extinguisher
- - Eppes Alumni Site

Eppes Recreation Center





City of Greenville, North Carolina

Meeting Date: 12/14/2020

Title of Item: Resolution and Deed of Release to Abandon a Fifteen Feet Wide Utility Easement Across Tax Parcel Number 50113

Explanation: Approximately five (5) acres of the southern most portion of Tax Parcel No. 50113 are going to be sold for a multi-family project, and the existing mobile homes located off of Alvah Drive will be moved off of the site in the next few months. The existing utility easement is no longer needed by Greenville Utilities Commission.

The Greenville Utilities Commission Board of Commissioners at its regular meeting on November 19, 2020 authorized the execution of a Resolution requesting City Council of the City of Greenville, North Carolina, to abandon such easement and request the execution of a Deed of Release in favor of current owner.

Fiscal Note: No costs to the City.

Recommendation: Authorize the execution of the attached Resolution and Deed of Release

ATTACHMENTS

- 📎 [Abandonment of Utility Easement \(Three Twenty Enterprises LLC - PN 50113\).jpg](#)
- 📎 [COG Resolution Abandonment of Utility Easement.pdf](#)
- 📎 [Deed of Release Abandonment of Utilitie Easement.pdf](#)



Three Twenty Enterprises, LLC
15' Utility Easement to be Abandoned
Pitt County, NC

RESOLUTION

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
GREENVILLE, NORTH CAROLINA,
ABANDONING A FIFTEEN FOOT (15') WIDE UTILITY EASEMENT
PREVIOUSLY GRANTED TO THE CITY OF GREENVILLE
FOR THE USE AND BENEFIT OF GREENVILLE UTILITIES COMMISSION
(BOOK 391 AT PAGE 439, PITT COUNTY PUBLIC REGISTRY),
AND AUTHORIZING EXECUTION OF A DEED OF RELEASE

WHEREAS, Greenville Utilities Commission of the City of Greenville, North Carolina (hereinafter referred to as "Commission") heretofore obtained a fifteen foot (15') wide Utility Easement, which said easement is more particularly described in Book 391 at Page 439, Pitt County Public Registry; and

WHEREAS, the current owner of such property, Three Twenty Enterprises, LLC, a North Carolina Limited Liability Company, has requested the City of Greenville and Commission to abandon such fifteen foot (15') wide Utility Easement as hereinafter described as to be abandoned, and said owner has requested the City of Greenville to acknowledge such abandonment and to execute a Deed of Release in its favor; and

WHEREAS, Commission anticipates no use or need now or in the future for such fifteen foot (15') wide Utility Easement hereinafter described as to be abandoned; and

WHEREAS, Commission desires to abandon such fifteen foot (15') wide Utility Easement hereinafter described as to be abandoned, all as is shown as to be abandoned on that certain plat entitled "Utility Easement Abandonment Map for Greenville Utilities Commission Three Twenty Enterprises, LLC Reference Deed Book 3825 Page 111, of the Pitt County Registry Grimesland Township Pitt County North Carolina" dated September 15, 2020, Project No. P-1262, Drawing No. P1262EASE-ABANDONMENT-ELECTRIC.DGN, prepared by Malpass & Associates, NC License Number C-1289, 1645 E. Arlington Boulevard, Suite D, Greenville, North Carolina 27858, Telephone (252) 756-1780, a copy of which said map is marked Exhibit "A" and is attached hereto and made a part hereof, and to which reference is hereby made for a more particular and accurate description of the said fifteen foot (15') wide Utility Easement to be abandoned. Reference is hereby further made to Exhibit "B" which is attached hereto and made a part hereof which is a diagram entitled "Three Twenty Enterprises, LLC 15' Utility Easement to be Abandoned Pitt County, NC" prepared by Greenville Utilities Commission, which sets forth the fifteen foot (15') wide Utility Easement to be abandoned; and

WHEREAS, Commission deems such abandonment to be reasonable and in the best interests of Commission and all parties, and has requested the City of Greenville of North Carolina to acknowledge such abandonment and release of such fifteen foot (15') wide Utility Easement as shown on such plats as to be abandoned as hereinabove described.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville, in a virtual session, on the _____ day of _____, 20____, as follows:

1. That the City Council of the City of Greenville does hereby abandon such fifteen foot (15') wide Utility Easement previously granted to the City of Greenville for the use and benefit of Greenville Utilities Commission in Book 391 at Page 439, Pitt County Public Registry, which said Utility Easement to be abandoned is shown on that certain plat attached hereto as Exhibit "A". Reference is hereby further made to Exhibit "B" which is attached hereto and made a part hereof.

2. That the appropriate City officials be and they hereby are empowered to make, execute, and deliver to Three Twenty Enterprises, LLC, a North Carolina Limited Liability Company, the current owner of the property encumbered by such fifteen foot (15') wide Utility Easement to be abandoned, an instrument in a form suitable for recording and releasing whatever interests the City of Greenville might have in and to such fifteen foot (15') wide Utility Easement to be abandoned as hereinabove described.

Adopted this the _____ day of _____, 20____.

CITY OF GREENVILLE

By: _____
P.J. CONNELLY, MAYOR

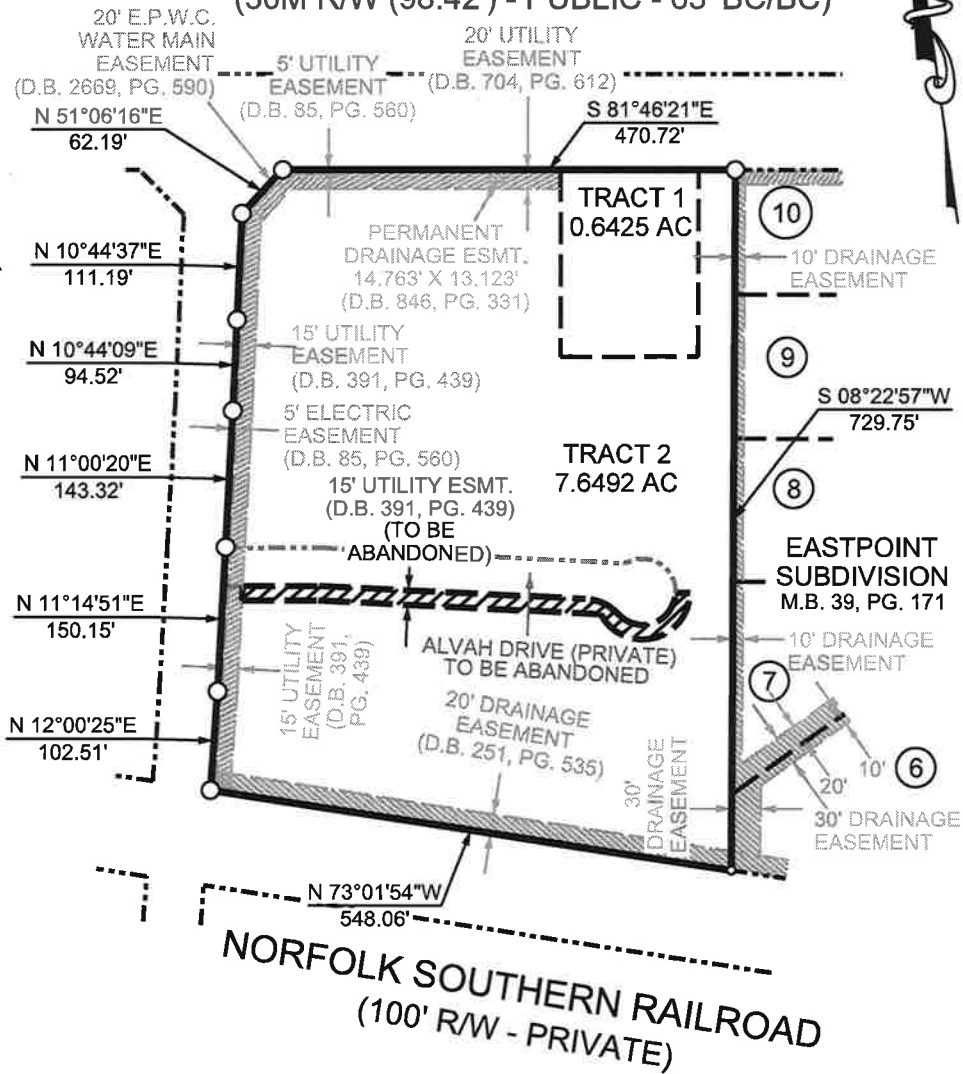
ATTEST:

VALERIE P. SHIUWEGAR, CITY CLERK

[SEAL]

NCSR 1728 - L.T. HARDEE ROAD
(60' R/W - PUBLIC - PAVED)

NC HWY 33 (10TH STREET)
(30M R/W (98.42') - PUBLIC - 65' BC/BC)



UTILITY EASEMENT ABANDONMENT MAP FOR
GREENVILLE UTILITIES COMMISSION

THREE TWENTY ENTERPRISES, LLC

REFERENCE DEED BOOK 3825 PAGE 111,
OF THE PITT COUNTY REGISTRY

GRIMESLAND TOWNSHIP PITT COUNTY NORTH CAROLINA

APPROVED: WKM	DATE: 09/15/20
DRAWN: WCO	SCALE: 1" = 200'
SHEET: 1 OF 1	

OWNER: THREE TWENTY ENTERPRISES, LLC
C/O GERALD BARFIELD

ADDRESS: P.O. BOX 188
SIMPSON, NC 27879

PHONE: (252) 560-1515



MALPASS & ASSOCIATES
(NC LICENSE NUMBER C-1289)
1645 E. ARLINGTON BLVD., SUITE D
GREENVILLE, N.C. 27858
(252) 756-1780



LT HARDEE RD

ALVAH DR. (PRIVATE)

**15' UTILITY EASEMENT
TO BE ABANDONED**

**Three Twenty Ente
15' Utility Easemer
Pitt County, NC**

Prepared by: Phillip R. Dixon, Attorney
File: Greenville Utilities
Post Office Box 1847
Greenville, NC 27835

NORTH CAROLINA

DEED OF RELEASE

PITT COUNTY

THIS DEED OF RELEASE, made and entered into this the _____ day of _____, 20____, by and between the City of Greenville, North Carolina, a municipal corporation in Pitt County, North Carolina, party of the first part (hereinafter called GRANTOR), and Three Twenty Enterprises, LLC, P.O. Box 188, Simpson, Pitt County, North Carolina 27879, party of the second part (hereinafter called GRANTEE).

WITNESSETH

THAT WHEREAS, the GRANTOR, for the use and benefit of Greenville Utilities Commission (hereinafter referred to as "Commission"), previously received a fifteen foot (15') wide Utility Easement under Book 391 at Page 439, Pitt County Public Registry; and

WHEREAS, such fifteen foot (15') wide Utility Easement is no longer needed by the Commission; and

WHEREAS, such fifteen foot (15') wide Utility Easement to be abandoned is shown on that certain plat entitled "Utility Easement Abandonment Map for Greenville Utilities Commission Three Twenty Enterprises, LLC Reference Deed Book 3825 Page 111, of the Pitt County Registry Grimesland Township Pitt County North Carolina" dated September 15, 2020, Project No. P-1262, Drawing No. P1262EASE-ABANDONMENT-ELECTRIC.DGN, prepared by Malpass & Associates, NC License Number C-1289, 1645 E. Arlington Boulevard, Suite D, Greenville, North Carolina 27858, Telephone (252) 756-1780, a copy of which said map is marked Exhibit "A" and is attached hereto and made a part hereof, and to which reference is hereby made for a more particular and accurate description of the said fifteen foot (15') wide Utility Easement to be abandoned. Reference is hereby further made to Exhibit "B" which is attached hereto and made a part hereof which is a diagram entitled "Three Twenty Enterprises, LLC 15' Utility Easement to be Abandoned Pitt County, NC" prepared by Greenville Utilities Commission, which sets forth the fifteen foot (15') wide Utility Easement to be abandoned; and

WHEREAS, the current owner of the underlying fee interest in such property, Three Twenty Enterprises, LLC, has requested abandonment of such fifteen foot (15') wide Utility Easement to be abandoned; and

WHEREAS, Commission has requested GRANTOR to indicate formally that it has no plans or interest in such property encumbered by such fifteen foot (15') wide Utility Easement to be abandoned; and

WHEREAS, Commission has therefore requested GRANTOR to execute a Deed of Release to GRANTEE, or the current owner(s) of such property, to indicate its abandonment and release of such fifteen foot (15') wide Utility Easement to be abandoned, as described and shown on Exhibit "A" and Exhibit "B," which are attached hereto and made a part hereof; and

WHEREAS, the City Council of the GRANTOR, acting on the recommendation of Commission, has duly adopted the Resolution abandoning to GRANTEE, such fifteen foot (15') wide Utility Easement as shown on Exhibit "A" and Exhibit "B" as to be abandoned, and a copy of which said Resolution is attached hereto as Exhibit "C" and made a part hereof.

NOW THEREFORE, pursuant to and in accordance with said Resolution, GRANTOR does hereby remise, release, discharge and forever quitclaim unto Three Twenty Enterprises, LLC, as the current owner of the subject property, its heirs and assigns, all the GRANTOR's rights, title and interest in and to such fifteen foot (15') wide Utility Easement previously granted to the City of Greenville, for the use and benefit of Greenville Utilities Commission, under Book 391 at Page 439, Pitt County Public Registry, all as is shown as to be abandoned on Exhibit "A" and Exhibit "B," which are attached hereto and made a part hereof.

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

CITY OF GREENVILLE

By: _____
P.J. CONNELLY, MAYOR

ATTEST:

VALERIE P. SHIUWEGAR, CITY CLERK

[SEAL]

NORTH CAROLINA

PITT COUNTY

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

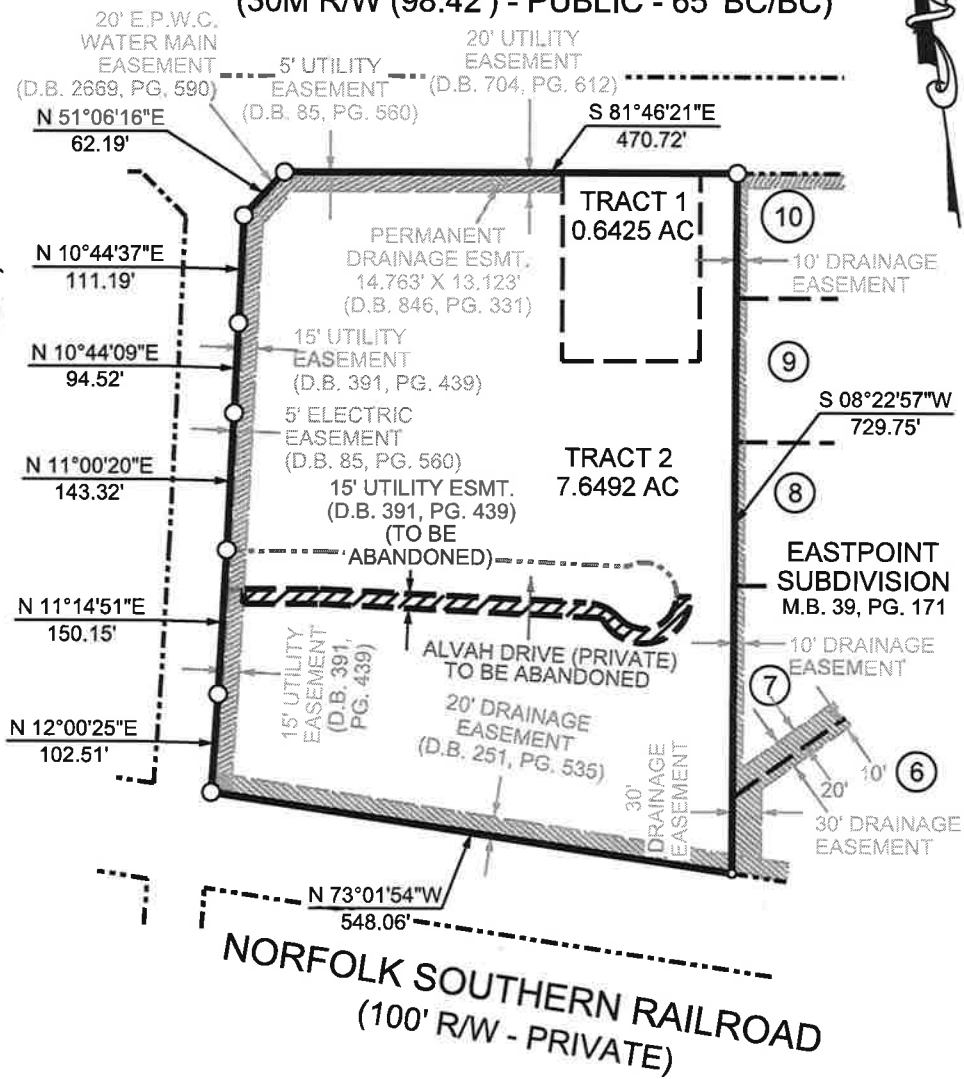
WITNESS my hand and official stamp or seal, this the _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

**NC HWY 33 (10TH STREET)
(30M R/W (98.42') - PUBLIC - 65' BC/BC)**

**NCSR 1728 - L.T. HARDEE ROAD
(60' R/W - PUBLIC - PAVED)**



UTILITY EASEMENT ABANDONMENT MAP FOR
GREENVILLE UTILITIES COMMISSION

THREE TWENTY ENTERPRISES, LLC

REFERENCE DEED BOOK 3825 PAGE 111,
OF THE PITT COUNTY REGISTRY

GRIMESLAND TOWNSHIP PITT COUNTY NORTH CAROLINA

APPROVED: WKM	DATE: 09/15/20
DRAWN: WCO	SCALE: 1" = 200'
SHEET: 1 OF 1	

OWNER: THREE TWENTY ENTERPRISES, LLC
C/O GERALD BARFIELD

ADDRESS: P.O. BOX 188
SIMPSON, NC 27879

PHONE: (252) 560-1515



MALPASS & ASSOCIATES
(NC LICENSE NUMBER C-1289)

1645 E. ARLINGTON BLVD., SUITE D
GREENVILLE, N.C. 27858
(252) 756-1780



LT HARDEE RD

ALVAH DR. (PRIVATE)

**15' UTILITY EASEMENT
TO BE ABANDONED**

**Three Twenty Ente
15' Utility Easemer
Pitt County, NC**

RESOLUTION

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
GREENVILLE, NORTH CAROLINA,
ABANDONING A FIFTEEN FOOT (15') WIDE UTILITY EASEMENT
PREVIOUSLY GRANTED TO THE CITY OF GREENVILLE
FOR THE USE AND BENEFIT OF GREENVILLE UTILITIES COMMISSION
(BOOK 391 AT PAGE 439, PITT COUNTY PUBLIC REGISTRY),
AND AUTHORIZING EXECUTION OF A DEED OF RELEASE

WHEREAS, Greenville Utilities Commission of the City of Greenville, North Carolina (hereinafter referred to as "Commission") heretofore obtained a fifteen foot (15') wide Utility Easement, which said easement is more particularly described in Book 391 at Page 439, Pitt County Public Registry; and

WHEREAS, the current owner of such property, Three Twenty Enterprises, LLC, a North Carolina Limited Liability Company, has requested the City of Greenville and Commission to abandon such fifteen foot (15') wide Utility Easement as hereinafter described as to be abandoned, and said owner has requested the City of Greenville to acknowledge such abandonment and to execute a Deed of Release in its favor; and

WHEREAS, Commission anticipates no use or need now or in the future for such fifteen foot (15') wide Utility Easement hereinafter described as to be abandoned; and

WHEREAS, Commission desires to abandon such fifteen foot (15') wide Utility Easement hereinafter described as to be abandoned, all as is shown as to be abandoned on that certain plat entitled "Utility Easement Abandonment Map for Greenville Utilities Commission Three Twenty Enterprises, LLC Reference Deed Book 3825 Page 111, of the Pitt County Registry Grimesland Township Pitt County North Carolina" dated September 15, 2020, Project No. P-1262, Drawing No. P1262EASE-ABANDONMENT-ELECTRIC.DGN, prepared by Malpass & Associates, NC License Number C-1289, 1645 E. Arlington Boulevard, Suite D, Greenville, North Carolina 27858, Telephone (252) 756-1780, a copy of which said map is marked Exhibit "A" and is attached hereto and made a part hereof, and to which reference is hereby made for a more particular and accurate description of the said fifteen foot (15') wide Utility Easement to be abandoned. Reference is hereby further made to Exhibit "B" which is attached hereto and made a part hereof which is a diagram entitled "Three Twenty Enterprises, LLC 15' Utility Easement to be Abandoned Pitt County, NC" prepared by Greenville Utilities Commission, which sets forth the fifteen foot (15') wide Utility Easement to be abandoned; and

Exhibit "C"

WHEREAS, Commission deems such abandonment to be reasonable and in the best interests of Commission and all parties, and has requested the City of Greenville of North Carolina to acknowledge such abandonment and release of such fifteen foot (15') wide Utility Easement as shown on such plats as to be abandoned as hereinabove described.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville, in Regular Session held in the City Council Chambers of City Hall of the City of Greenville, North Carolina, on the _____ day of _____, 20____, as follows:

1. That the City Council of the City of Greenville does hereby abandon such fifteen foot (15') wide Utility Easement previously granted to the City of Greenville for the use and benefit of Greenville Utilities Commission in Book 391 at Page 439, Pitt County Public Registry, which said Utility Easement to be abandoned is shown on that certain plat attached hereto as Exhibit "A". Reference is hereby further made to Exhibit "B" which is attached hereto and made a part hereof.

2. That the appropriate City officials be and they hereby are empowered to make, execute, and deliver to Three Twenty Enterprises, LLC, a North Carolina Limited Liability Company, the current owner of the property encumbered by such fifteen foot (15') wide Utility Easement to be abandoned, an instrument in a form suitable for recording and releasing whatever interests the City of Greenville might have in and to such fifteen foot (15') wide Utility Easement to be abandoned as hereinabove described.

Adopted this the _____ day of _____, 20____.

CITY OF GREENVILLE

By: _____
P.J. CONNELLY, MAYOR

ATTEST:

VALERIE P. SHIUWEGAR, CITY CLERK

[SEAL]



City of Greenville, North Carolina

Meeting Date: 12/14/2020

Title of Item: Authorization for Greenville Utilities Commission to Initiate Condemnation Proceedings for Property/Easement Acquisition for the NC 33 Natural Gas Main Extension

Explanation: Greenville Utilities Commission has been requested to provide natural gas service to the developing residential areas along NC 33 east of Greenville. The NC Department of Transportation has established Transportation Improvement Program Project U-6215 for the widening of NC 33 from Black Jack-Simpson Road to Mobley's Bridge Road. To avoid the cost of relocating these facilities in the future, the utilities should be installed in GUC utility easements rather than within the NCDOT right-of-way.

In February of 2020, GUC 's Right of Way Officer began contacting the affected property owners to acquire the necessary easements. To date, all but 3 of the easements needed have been obtained. The remaining parcels are owned by RB4 Holdings, LLC (Parcels 22848 & 35572) and J. R. Atwell, Sr. (Parcel 35240). GUC has made multiple contacts with the property owners but has not been able to negotiate agreements for these easements.

In order to begin construction, it is necessary to acquire all easements. To do so, it may be necessary to acquire the remaining easements by condemnation under the power of eminent domain granted to the Commission and the City of Greenville. By filing condemnation actions and depositing the estimated fair market fair of the easement to be acquired, the easement automatically is granted by operation of the law to the City of Greenville for the use and benefit of Greenville Utilities Commission and the property owner can thereafter request a jury trial to determine whether the deposited amount is "just compensation" for the "taking."

At its November 19, 2020, meeting, the GUC Board of Commissioners approved the request for the City Council of the City of Greenville to allow GUC to initiate condemnation actions to acquire property and/or easements necessary for the NC 33 natural gas main extension.

Fiscal Note: No costs to the City.

Recommendation: Approval to allow GUC to initiate condemnation actions to acquire property and/or easements necessary for the NC 33 natural gas main extension

ATTACHMENTS

 [Easement Condemnation for NC-33 Natural Gas Extension.jpg](#)





City of Greenville, North Carolina

Meeting Date: 12/14/2020

Title of Item: Resolution Authorizing the Sale of Property Located at 431 West Fifth Street by Upset Bid Method

Explanation: The City owns an approximate 0.68 acre parcel of property identified as Pitt County tax parcel 28934 located at 431 West Fifth Street. A map identifying the location is included with this agenda item. The property has a fair market value, as established by an independent appraisal dated December 1, 2018, of \$148,000.00.

The City has identified the parcel as having no short-term or long-term use to the City. North Carolina General Statute §160A-269 authorizes the City to solicit the sale of property by upset bid. The following are the steps to be taken as part of the upset bid process based on State Statute:

- Council would authorize by resolution the solicitation for the sale of the property through the upset bid procedure of North Carolina General Statute §160A-269 at a minimum price of \$148,000.00.
- The City shall cause a notice of the proposed solicitation for the sale to be published. The notice shall describe the property, the minimum price, terms under which the offer may be submitted, and shall state that the City will accept bids for a thirty-day period from the date of approval of this Resolution by City Council.
- Persons wishing to submit an offer shall submit a sealed bid to the City Clerk by the date included in the published notice of sale. At the conclusion of the thirty-day period, the City Clerk shall open the bids, if any, and the highest such bid equal to or above the minimum sale price will become the qualifying higher bid offer. If there is more than one bid in the highest amount, the first such bid received will become the qualifying higher bid offer. If no bid is received, the City Manager or designee shall be authorized to resolicit for the sale of the property through published notice for a period of thirty days beginning at the end of the previous thirty-day period.
- The City Clerk shall cause notice of highest bid received to be published. Persons wishing to upset the offer that has been received shall submit a sealed bid to the City Clerk within ten days after the notice is published. At the conclusion of the ten-day period, the City Clerk shall review all bids received, if any, and the highest such bid will become the new offer if it is an upset bid made

in an amount in compliance with G.S. 160A-269. If there is more than one bid in the highest amount, the first such bid received will become the new offer.

- Each time a qualifying higher bid offer is received, a new notice of upset bid shall be published by the City Clerk and shall continue to do so until a ten-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the City Council.

- A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer.

- A qualifying higher bid must be accompanied by a deposit in the amount of five percent (5%) of the bid. The deposit may be made in cash, cashier's check, or certified check. The City will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The City will return the deposit of the final high bidder at closing.

The following are the terms of the sale:

- The City Council must approve the final high offer before the sale is closed, which it may do within 30 days after the final upset bid period has passed, and

- The buyer must pay with cash at the time of closing, and

- Conveyance of the property will be by a Limited Warranty Deed for the property in fee simple, with the warranties limited to the term of the City's ownership of the property, conveying title to the property subject to restrictive covenants, easements and rights-of-way of public record, noncompliance with local, county, state or federal governmental laws, ordinances, or regulations relative to zoning, subdivision, occupancy, use, construction or the development of the property, if any, and to all matters and things which a current accurate survey may reveal or disclose.

Attached is a resolution for Council consideration authorizing the sale of the property by upset bid method.

Fiscal Note:

The property has an appraised value of \$148,000.00 which has been established as the minimum sale price.

Recommendation:

Council approve the resolution authorizing the solicitation to sell the property at 431 West Fifth Street by upset bid method.

ATTACHMENTS

 [Upset Bid Resolution 5th Street Final.doc](#)

RESOLUTION NO.

RESOLUTION AUTHORIZING THE SALE OF PROPERTY BY UPSET BID METHOD

WHEREAS, the City of Greenville owns an approximate 0.68 acre parcel of property identified as Pitt County tax parcel 28934 located at 431 West Fifth Street; and

WHEREAS, a map identifying the approximate 0.68 acre portion of property is herein identified in ATTACHMENT A; and

WHEREAS, the City of Greenville has identified the said property as having no short term or long term use to the City; and

WHEREAS, North Carolina General Statute §160A-269 authorizes the City of Greenville to solicit the sale of property by upset bid; and

WHEREAS, the City of Greenville hereby wishes to solicit the sale of Pitt County tax parcel 28934, as herein identified in ATTACHMENT A; and

WHEREAS, the City of Greenville has established the fair market value of the said property, as determined by an independent appraisal dated December 1, 2018, to be \$148,000.00,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville as follows:

- 1) The City Council authorizes the solicitation for the sale of the property described above, through the upset bid procedure of North Carolina General Statute §160A-269, at a minimum price of \$148,000.00.
- 2) The City shall cause a notice of the proposed solicitation for the sale to be published. The notice shall describe the property, the minimum price, terms under which the offer may be submitted, and shall state that the City will accept bids for a thirty-day period from the date of approval of this Resolution by City Council.
- 3) Persons wishing to submit an offer shall submit a sealed bid to the City Clerk by the date included in the published notice of sale. At the conclusion of the thirty-day period, the City Clerk shall open the bids, if any, and the highest such bid equal to or above the minimum sale price will become the qualifying higher bid offer. If there is more than one bid in the highest amount, the first such bid received will become the qualifying higher bid offer. If no bid is received, the City Manager or designee shall be authorized to resolicit for the sale of the property through published notice for a period of thirty days beginning at the end of the previous thirty-day period.
- 4) The City Clerk shall cause notice of highest bid received to be published. Persons wishing to upset the offer that has been received shall submit a sealed bid to the City Clerk within ten days after the notice is published. At the conclusion of the ten-day period, the City

Clerk shall review all bids received, if any, and the highest such bid will become the new offer if it is an upset bid made in an amount in compliance with N.C. Gen. Stat. § 160A-269. If there is more than one bid in the highest amount, the first such bid received will become the new offer.

5) Each time a qualifying higher bid offer is received, a new notice of upset bid shall be published by the City Clerk and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the City Council.

6) A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer.

7) A qualifying higher bid must be accompanied by a deposit in the amount of five percent (5%) of the bid. The deposit may be made in cash, cashier's check, or certified check. The City will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The City will return the deposit of the final high bidder at closing.

8) The terms of the final sale are that:

- The City Council must approve the final high offer before the sale is closed, which it may do within 30 days after the final upset bid period has passed, and
- The buyer must pay with cash at the time of closing, and
- Conveyance of the property will be by a Limited Warranty Deed for the property in fee simple, with the warranties limited to the term of the City's ownership of the property, conveying title to the property subject to restrictive covenants, easements and rights-of-way of public record, noncompliance with local, county, state or federal governmental laws, ordinances, or regulations relative to zoning, subdivision, occupancy, use, construction or the development of the property, if any, and to all matters and things which a current accurate survey may reveal or disclose.

9) The City of Greenville reserves the right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.

Adopted this 14th day of December, 2020.

P.J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

RESOLUTION AUTHORIZING THE SALE OF PROPERTY BY UPSET BID METHOD

ATTACHMENT A





City of Greenville, North Carolina

Meeting Date: 12/14/2020

Title of Item: Resolution Authorizing the Sale of Property Located Off New Street by Upset Bid Process

Explanation: The Overton Group, LLC (Overton) has submitted to the City an offer to purchase an approximate 1.94 acre portion of property identified as Pitt County tax parcel 29030 located at 100 Legion Street. The approximate 1.94 acre portion of the parcel consists of 1.94 acres abutting New Street to the south and abutting the metal fence that subdivides the property to the north. A map identifying the location is attached with this agenda item (Attachment A). A legal description of the property is also attached with this agenda item (Attachment B).

The City purchased the property approximately 89 years ago for the use of Greenville Utilities Commission. Over the last forty years the property has been utilized by the City for the provision of City services related to Public Works, Parks Maintenance, and a laydown area for other public projects. The property contains three storage facilities used by the City to store various miscellaneous items. The City has identified the property as having no short term or long term use to the City. The City has established the fair market value of the property, as determined by an independent appraisal dated August 5, 2020, to be between \$249,000 and \$292,000 dependent on the property's intended use.

Overton has submitted an offer to purchase the approximate 1.94 acre property for \$260,000.00. North Carolina General Statute 160A-269 authorizes the City to sell the property by upset bid, after receiving an offer to purchase. Per the state Statute, Overton has paid the five percent deposit on the offer. The following are the steps to be taken as part of the upset bid process based on State Statute:

- The Council shall authorize the sale of the property described above through the upset bid procedure of North Carolina General Statute 160A-269.
- The City Clerk shall publish a notice of the proposed sale. The notice shall describe the property and the amount of the offer, and shall state the terms under which the offer may be upset.
- Persons wishing to upset the offer shall submit a sealed bid to the City Clerk within 10 days after the notice is published. At the conclusion of the 10-day period, the City Clerk shall open the bids, if any, and the highest such bid will

become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.

- If a qualifying higher bid is received, the City Clerk shall cause a new notice of upset bid to be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the Council.

- A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer.

- A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid. The deposit may be made in cash, cashier's check, or certified check. The City will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The City will return the deposit of the final high bidder at closing.

- If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. The appropriate City officials are authorized to execute the instruments necessary to convey the property to The Overton Group, LLC.

It must be noted that the 1.94 acres are a portion of tax parcel 29030, which is approximately 7.46 acres in size. If Council decides to move forward with the upset bid process, staff will move forward with the procedure to subdivide the parcel into two separate parcels.

The following will be the terms of the final sale:

- The Council must approve the final high offer before the sale is closed, which it will do within 45 days after the upset bid period has passed, and

- The buyer must pay with cash at the time of closing, and

- The buyer's obligation to purchase the property is dependent on the buyer's completion of an environmental inspection, at the buyer's sole expense, and review of the environmental inspection to the buyer's satisfaction, on or before a date which is forty five (45) days from Council's approval of the final high offer of the buyer, and

- Conveyance of the property will be by a Limited Warranty Deed for the property in fee simple, with the warranties limited to the term of the City's ownership of the property, conveying title to the property subject to restrictive covenants, easements, and rights-of-way of public record, noncompliance with local, county, state or federal governmental laws, ordinances, or regulations relative to zoning, subdivision, occupancy, use, construction, or the development of the property, if any, and to all matters and things which a current accurate survey may reveal or disclose.

Attached with the agenda item is a Resolution for Council authorizing the sale of the property by upset bid method.

Fiscal Note: The bid offer from the Overton Group, LLC is \$260,000.00.

Recommendation: Council approve the Resolution authorizing the sale of the property by upset bid method.

ATTACHMENTS

 [Upset Bid Resolution New Street Final.doc](#)

RESOLUTION NO.

RESOLUTION AUTHORIZING THE SALE OF PROPERTY BY UPSET BID METHOD

WHEREAS, the City of Greenville owns property identified as Pitt County tax parcel 29030 located at 100 Legion Street and such parcel is 7.46 acres; and

WHEREAS, a portion of the property consists of approximately 1.94 acres abutting New Street to the South and abutting the metal fence subdividing the property to the North; and

WHEREAS, a map identifying the approximate 1.94 acre portion of property is herein identified in ATTACHMENT A and a legal description of the property is herein described in ATTACHMENT B; and

WHEREAS, the City of Greenville has identified the said property as having no short term or long term use to the City; and

WHEREAS, North Carolina General Statute §160A-269 authorizes the City of Greenville to sell the property by upset bid, after receipt of an offer to purchase for the property; and

WHEREAS, the City of Greenville has established the fair market value of the said property, as determined by an independent appraisal dated August 5, 2020, to be between \$249,000 and \$292,000 dependent on the property's intended use; and

WHEREAS, the City of Greenville has received an offer to purchase the property described above, and identified in ATTACHMENT A and B, in the amount of \$260,000, submitted by The Overton Group, LLC; and

WHEREAS, The Overton Group, LLC has paid the required five percent (5%) deposit on the offer,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville as follows:

1) The City Council authorizes the sale of the property described above (approximately 1.94 acres and identified in ATTACHMENT A and B) through the upset bid procedure of North Carolina General Statute §160A-269.

2) Subdivision: It shall be a condition of Closing that Pitt County tax parcel 29030 (approximately 7.46 acres) be subdivided into two lots pursuant to City Code, Title 9, Chapter 5, and referred to as Subdivision Regulations for Greenville, North Carolina. The buyer (person making final highest bid offer) shall obtain the lot consisting of approximately 1.94 acres as described herein in ATTACHMENT A and B. The remaining lot shall be retained and owned by the City.

3) The City Clerk shall cause a notice of the proposed sale to be published. The

notice shall describe the property and the amount of the offer, and shall state the terms under which the offer may be upset.

4) Persons wishing to upset the offer that has been received shall submit a sealed bid with their offer to the City Clerk within 10 days after the notice of sale is published. At the conclusion of the 10-day period, the City Clerk shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.

5) If a qualifying higher bid is received, the City Clerk shall cause a new notice of upset bid to be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the City Council.

6) A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer.

7) A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid. The deposit may be made in cash, cashier's check, or certified check. The City will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The City will return the deposit of the final high bidder at closing.

8) The terms of the final sale are that:

- The City Council must approve the final high offer before the sale is closed, which it will do within 45 days after the final upset bid period has passed, and
- The buyer must pay with cash at the time of closing, and
- The buyer's obligation to purchase the property is dependent on the buyer's completion of an environmental inspection, at the buyer's sole expense, and review of the environmental inspection to the buyer's satisfaction, on or before a date which is forty five (45) days from City Councils approval of the final high offer of the buyer, and
- Conveyance of the property will be by a Limited Warranty Deed for the property in fee simple, with the warranties limited to the term of the City's ownership of the property, conveying title to the property subject to restrictive covenants, easements and rights-of-way of public record, noncompliance with local, county, state or federal governmental laws, ordinances, or regulations relative to zoning, subdivision, occupancy, use, construction or the development of the property, if any, and to all matters and things which a current accurate survey may reveal or disclose.
- Upon the close on the conveyance of the property, the City shall have no future liability, responsibility or expense related to the property.

9) The City of Greenville reserves the right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.

10) If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. The City Manager is authorized to execute the instruments necessary to convey the property to The Overton Group, LLC.

Adopted this 14th day of December, 2020.

P.J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

RESOLUTION AUTHORIZING THE SALE OF PROPERTY BY UPSET BID METHOD

ATTACHMENT A



RESOLUTION AUTHORIZING THE SALE OF PROPERTY BY UPSET BID METHOD

ATTACHMENT B

Situate in Greenville, Greenville Township, Pitt County, North Carolina, being located east of the Seaboard Coastline Railroad, north of W. Third Street, and at the terminus of New Street, the property was acquired by the City of Greenville recorded in Deed Book A-19, Page 306, tax assessor's parcel identification number 29030, less and excepting the northern portion of the property leased to BVP First Street Place, LLC, as recorded in Deed Book 2524, Page 591 and Map Book 70, Page 9, in the Office of the Register of Deeds of Pitt County, North Carolina, with said remainder of the City property being more described as follows:

BEGINNING at a point located at the terminus of the eastern right of way line of New Street, with said point being a common corner with the property of Lopro, LLC, as recorded in Deed Book 3618, Page 585, with said point being located as N 14°26'14" E – 174.08 feet from the intersection of the northern right of way of W. Third Street with the eastern right of way of New Street; thence from said located Beginning Point and running along the terminus of the right of way of New Street, N 78°38'32" W – 50.07' feet to a point located at the terminus of the western right of way line of New Street, a common corner with the property of Carolina Penn Investment Group, LLC as recorded in Deed Book 3590, Page 12; thence with the common line with the Carolina Penn Investment Group, LLC, and continuing with the property of Rouse Norfleet, Heirs, N 78°38'32" W – 122.73 feet to an existing iron pipe located in the eastern right of way of Seaboard Coastline Railroad; thence running with the eastern right of way of Seaboard Coastline Railroad, N 14°33'31" E – 370.88 feet to an existing iron pipe located in the southern leased line to BVP First Street Place, LLC, as recorded in Deed Book 2524, Page 591 and Map Book 70, Page 9; thence running along the leased line the following courses and distances: S 78°46'08" E – 70.94 feet to an existing iron pipe, N 37°47'44" E – 99.39 feet to an existing iron pipe, S 51°43'54" E – 103.99 feet to an existing iron pipe in the western line of the City of Greenville property know as Cherry Hill Cemetery; thence running along the City of Greenville property, S 34°28'32" W – 49.88 feet to an existing iron pipe; thence, S 08°42'49" W – 366.96 feet to an existing iron pipe located in the northern property line of the Lopro, LLC property; thence along the common line with the Lopro, LLC property, N 78°38'32" W – 53.12' feet to a point located at the terminus of the eastern right of way line of New Street, the Point of Beginning, containing 1.9365 acres. Bearings are North Carolina Grid (2011). Property is subject to utility and drainage easements.



City of Greenville, North Carolina

Meeting Date: 12/14/2020

Title of Item: Clarification of Mayor's Authority to Issue Emergency Proclamations

Explanation: City Council adopted Title 5, Chapter 3, Article B of the City Code entitled, "States of Emergency" in 2002. Council, by adopting that ordinance, delegated to the Mayor the authority to proclaim a state of emergency and impose certain restrictions and prohibitions such as a curfew, and denying access to certain areas of the City.

The applicable state law entitled North Carolina Emergency Management Act (Article 1A of Chapter 166A of the General Statutes) has been amended since 2002. This state law (N.C. Emergency Management Act) includes restrictions that may be imposed during a state of emergency that are not clearly identified in the City Code including but not limited to the authority to prohibit:

1. Movements of people in public places;
2. Thee operation of offices, business establishments, and other places to or from which people may travel or at which they may congregate;
3. Other activities or conditions the control of which may be reasonably necessary to maintain order and protect lives or property during the state of emergency.

Council adopted a transitory ordinance (meaning ordinance was not placed in City Code) at its March 23, 2020 meeting in response to COVID-19, delegating to the Mayor the authority to impose by written proclamation, all the prohibitions and restrictions set forth in the applicable state law (N.C. Emergency Management Act). This transitory ordinance expires on December 31, 2020. (See Ordinance No. 20-018 attached).

City staff requests that Council delegate to the Mayor the authority during a state of emergency to impose by written proclamation, all the prohibitions and restrictions set forth in state law and that this authority be placed in the City Code.

Approval of the attached ordinance will give the Mayor authority to impose by written proclamation, all of the restrictions and prohibitions authorized by the North Carolina Emergency Management Act (See G.S. § 166A-19.31), so long as findings are made that support such restrictions and prohibitions.

Fiscal Note:

No expense associated with this item.

Recommendation: Council approve the attached ordinance clarifying and expanding the Mayor's authority to issue a proclamation imposing all the restrictions and prohibitions authorized by G.S. § 166A-19.31.

ATTACHMENTS

- 📎 [Ordinance_No._20-018 Transitory ordinance expansion of Powers.pdf](#)
- 📎 [COG-#1139379-v1-Ordinance_Amending_Title_5_Chapter_3_Article_B_-_1_-_1212020.pdf](#)

ORDINANCE NO. 20-018

A TRANSITORY ORDINANCE CLARIFYING MAYOR'S
AUTHORITY TO ISSUE EMERGENCY PROCLAMATIONS

WHEREAS, the North Carolina Emergency Management Act, G.S. §166A-19 et seq., grants cities and their officials various powers to address emergencies;

WHEREAS, Council by ordinance in 2002, empowered the Mayor in emergency situations to impose specified prohibitions and restrictions, as necessary, See Title 5, Chapter 3, Article B of the City Code entitled "States of Emergency";

WHEREAS, provisions in the North Carolina Emergency Management Act and the power of Cities to adopt ordinances to address emergencies have been amended and expanded (See G.S. § 166A-19.31), and a major revision to this Act was enacted in 2012;

WHEREAS, the Coronavirus Disease 2019 ("COVID-19") is a respiratory disease that can result in serious illness or death, and is a new strain of coronavirus previously unidentified in humans that can spread from person to person;

WHEREAS, the President of the United States has recently declared a national emergency due to the COVID-19 outbreak in the United States;

WHEREAS, the Governor of North Carolina has issued several Executive Orders imposing restrictions and prohibitions including restrictions on activities of persons and businesses within the State of North Carolina; and

WHEREAS, this ordinance clarifies the Council's delegation to the Mayor the authority to impose the restrictions and prohibitions authorized by G.S. § 166A-19.31;

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

Section 1. The Mayor's authority to impose, by proclamation, restrictions and prohibitions during an emergency as provided in the City Code remain in effect. See Title 5, Chapter 3, Article B of the City Code entitled "States of Emergency".

Section 2. In addition, the Mayor shall have the authority to impose by proclamation restrictions and prohibitions authorized by G.S. § 166A-19.31. The Mayor may impose prohibitions and restrictions at a particular time as appropriate. The Mayor may determine and impose the prohibitions or restrictions that he or she deems necessary or suitable to a particular state of emergency.

By way of example, but not limitation, the proclamation may prohibit, restrict or suspend:

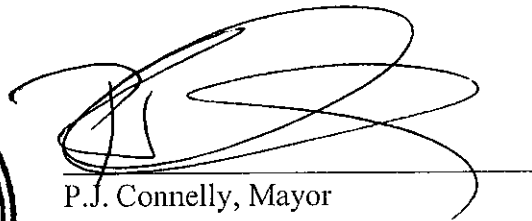
1. Movements of people in public places;

2. The operation of offices, business establishments, and other places to or from which people may travel or at which they may congregate;
3. Other activities or conditions the control of which may be reasonably necessary to maintain order and protect lives or property during the state of emergency.

Section 3: Any part or provision of this ordinance found by a court of competent jurisdiction to be in violation of the Constitution or laws of the United States or North Carolina is hereby deemed severable and shall not affect the validity of the remaining provisions of the ordinance.

Section 4. This ordinance shall become effective immediately upon adoption. This ordinance shall not be placed in the City Code and EXPIRES on December 31, 2020, unless terminated earlier, or extended, by Council.

This the 23rd day of March, 2020.



P.J. Connelly, Mayor

ATTEST:


Valerie Shiuwegar, City Clerk

ORDINANCE NO. 20 -

AN ORDINANCE AMENDING TITLE 5. (PUBLIC SAFETY), CHAPTER 3. (EMERGENCY AND RESCUE), ARTICLE B. (STATES OF EMERGENCY) OF THE CODE OF ORDINANCES OF THE CITY OF GREENVILLE BY ENSURING COMPLIANCE WITH THE PROVISIONS OF CHAPTER 166A, ARTICLE 1A OF THE NORTH CAROLINA GENERAL STATUTES, AND CLARIFYING THE MAYOR'S AUTHORITY TO ENACT PROHIBITIONS AND RESTRICTIONS DURING A STATE OF EMERGENCY

WHEREAS, Council adopted Ord. No. 20-018 (a transitory ordinance that was not codified in the City Code) at its March 23, 2020 meeting in response to COVID-19 clarifying and delegating to the Mayor the authority to issue prohibitions and restrictions for a State of Emergency as set forth in G.S. § 166A-19.31 , and this ordinance expires on December 31, 2020;

WHEREAS, Chapter 166A, Article 1A of the North Carolina General Statutes, the “North Carolina Emergency Management Act,” N.C.G.S. § 166A-19 to N.C.G.S. § 166A-19.79, establishes the authority and responsibility of the Governor of the State of North Carolina, State agencies, and local governments in prevention of, preparation for, response to, and recovery from natural or man-made emergencies; and

WHEREAS, N.C.G.S. § 166A-19.3(6) defines emergency as:

An occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made accidental, military, paramilitary, terrorism, weather-related, public health, explosion-related, riot-related cause, or technological failure or accident, including, but not limited to, a cyber incident, an explosion, a transportation accident, a radiological accident, or a chemical or other hazardous material incident.

WHEREAS, N.C.G.S. § 166A-19.22 authorizes the City of Greenville (the “City”), a political subdivision as defined by N.C.G.S. § 166A-19.3(12), to declare a state of emergency as defined by N.C.G.S. § 166A-19.3(19) under certain specified conditions and procedures contained in N.C.G.S. § 166A-19.22; and

WHEREAS, under authority of and in accordance with N.C.G.S. § 166A-19.15(f)(4) and N.C.G.S. § 166A-19.22(a), Council is statutorily authorized to find and declare that an emergency exists and to declare a state of emergency but may delegate that authority by ordinance to the Mayor as defined by N.C.G.S. § 166A-19.3(11); and

WHEREAS, under authority of and in accordance with N.C.G.S. § 166A-19.22(b) Council, or if such authority is duly delegated, the Mayor, is statutorily authorized to designate the geographical area covered by a state of emergency (“emergency area”) as defined by N.C.G.S. § 166A-19.3(7) and N.C.G.S. § 166A-19.22(b); and

WHEREAS, under authority of and in accordance with N.C.G.S. § 166A-19.31(a), as the governing body of the City, Council may enact ordinances designed to permit the imposition of

prohibitions and restrictions within the emergency area during a state of emergency declared pursuant to N.C.G.S. § 166A-19.22, or alternatively, may delegate by ordinance to the Mayor, the authority to impose by declaration prohibitions and restrictions under N.C.G.S. § 166A-19.31 at a particular time as appropriate; and

WHEREAS, under authority of and in accordance with N.C.G.S. § 166A-19.22(d) a declaration of a state of emergency by Council, or upon proper delegation to the Mayor, activates all local ordinances that are authorized pursuant to N.C.G.S. § 166A-19.31, and any and all applicable local plans, mutual assistance compacts, and agreements and also authorizes the furnishing of assistance thereunder; and

WHEREAS, by way of prior ordinances and creation and passage of Title 5. (Public Safety), Chapter 3. (Emergency and Rescue), Article B. (States of Emergency) of the Code of Ordinances of the City of Greenville (“City Code”), Council has duly delegated and empowered the Mayor to declare in emergency situations a state of emergency, define the emergency area in a state of emergency, and to impose specified prohibitions and restrictions at particular times as appropriate and necessary in accordance with the provisions of N.C.G.S. § 166A-19.31, and

WHEREAS, Title 5., Chapter 3., Article B. of City Code was last updated by Council by way of Ordinance No. 02-05, § 1 on January 10, 2002, and

WHEREAS, since Title 5., Chapter 3., Article B. of City Code was last updated by Council in 2002, except for one provision that was recodified as N.C.G.S. § 166A-29, the then governing North Carolina Emergency Management Act of 1977 (N.C.G.S. § 166A-1 to N.C.G.S. § 166A-18) was repealed by the General Assembly by way of Session Law 2012-12, § 1(a) effective on October 1, 2012 and replaced by the current North Carolina Emergency Management Act by way of Session Law 2012-12, § 1(b) effective on October 1, 2012; and

WHEREAS, thereafter the General Assembly has made additional revisions to the North Carolina Emergency Management Act in 2012, 2013, 2014, 2015, 2016, 2018, 2019, and 2020; and

WHEREAS, this ordinance is necessary to amend Title 5., Chapter 3., Article B. of City Code to better ensure compliance with the provisions of Chapter 166A, Article 1A of the North Carolina General Statutes to clarify the Mayor’s authority to enact prohibitions and restrictions during a state of emergency;

NOW, THEREFORE, the City Council of the City of Greenville, North Carolina, does hereby ordain:

SECTION 1. Title 5, Chapter 3, Article B. of the Code of Ordinances is hereby amended by amending and rewriting the entirety of Article B., which shall now read as follows:

ARTICLE B. STATES OF EMERGENCY

SEC. 5-3-6 INTENT.

This article is intended to supplement and confirm the powers conferred by G.S. section 160A-174(a), and all other general and local laws authorizing the city to enact ordinances for the protection of the public health and safety in times of riot or other grave civil disturbance or emergency including but not limited to the provisions of G.S. section 14-288.1 et seq. and Chapter 166A of the North Carolina General Statutes, addressing local government emergency powers.

SEC. 5-3-7 DEFINITIONS.

As used in this article, the following definitions shall apply and have the following meanings:

Emergency. As defined in G.S. § 166A-19.3.

Emergency area. The geographical area covered by a state of emergency.

Mayor: As defined in G.S. § 166A-19.3.

State of emergency. A finding and declaration by the Mayor acting under the authority of G.S. §166A-19.22

SEC. 5-3-8 PROCLAMATION DECLARING OF STATE OF EMERGENCY AND DEFINING EMERGENCY AREA.

(A) *Declaration of state of emergency.* A state of emergency may, by written proclamation, be declared by the Mayor if he or she finds that an emergency exists.

(B) *Emergency area.* Unless the emergency area includes the county in accordance with the provisions of G.S. 166A-19.22, the emergency area of the city shall not exceed the area over which the city has jurisdiction to enact general police-power ordinances. Accordingly, unless the Mayor's proclamation provides otherwise, the emergency area shall include the entirety of the area over which the city has jurisdiction to enact general police-power ordinances. The Mayor may declare that the emergency area includes part or all of the city's jurisdiction.

(C) *When declaration of a state of emergency takes effect.* Unless otherwise provided by declaration of or other provision of law, the declaration of a state of emergency made pursuant to this article shall take effect immediately.

(D) *Expiration of a state of emergency.* Unless otherwise provided, a state of emergency declared pursuant to this article shall expire when it is terminated by the Mayor.

(E) *Effect of declaration.* The declaration of a state of emergency pursuant to this section shall activate provisions allowed by this article and any and all applicable local plans, mutual assistance compacts, and agreements and shall also authorize the furnishing of assistance thereunder.

SEC. 5-3-9 PROCLAMATION IMPOSING PROHIBITIONS AND RESTRICTIONS.

(A) *Authority to impose prohibitions and restrictions.* During a state of emergency declared pursuant to this article, the Mayor may impose within the written proclamation declaring a state of emergency or by separate written proclamation, prohibitions and restrictions, within the emergency area, as authorized by Article 1A of Chapter 166A of the General Statutes and further specified in this article. The Mayor may impose all or as many of the specified prohibitions and restrictions as are necessary, because of an emergency, to maintain an acceptable level of public order and services, and to protect lives, safety and property or as otherwise deemed necessary or suitable to a particular state of emergency. The Mayor shall recite findings in the proclamation which support the prohibitions and restrictions imposed, shall retain a text of the proclamation, and furnish, upon request, certified copies of it for use as evidence.

(B) *When prohibitions and restrictions take effect; publication.* The Mayor shall take reasonable steps to give notice of the terms of the proclamation imposing prohibitions and restrictions to those affected by it. All prohibitions and restrictions imposed by declaration pursuant to this article shall take effect in the emergency area immediately upon publication of the declaration unless the declaration sets a later time. Publication shall include all of the following:

- (1) Posting of a signed copy of the declaration conspicuously posted on the Web site of the city, if the city has a Web site.
- (2) Submitting notice and a signed copy of the declaration to the North Carolina Department of Public Safety WebEOC critical incident management system.
- (3) Posting of a signed copy in City Hall and in the municipal building.

Publication may also consist of reports of the substance of the prohibitions and restrictions in the mass communications media serving the emergency area or other effective methods of disseminating the necessary information quickly. As soon as practicable, however, appropriate distribution of the full text of any declaration shall be made.

(C) *Expiration of prohibitions and restrictions.* Prohibitions and restrictions imposed pursuant to this article shall expire upon the earliest occurrence of any of the following:

- (1) The prohibition or restriction is terminated by the Mayor.
- (2) The state of emergency terminates.

SEC. 5-3-10 CURFEW.

(A) The Mayor is authorized to impose, by written proclamation, prohibitions and restrictions of movements of people in public places, and may impose a curfew prohibiting in certain specified areas and during certain periods the appearance in public of anyone who is not otherwise exempted from such appearance in public. The proclamation shall specify the geographical area or areas wherein a curfew is imposed and the period during each 24-hour day to which the curfew applies.

(B) Unless otherwise specified in the proclamation, the curfew shall apply during the specified period each day until the Mayor, by proclamation, removes the curfew.

SEC. 5-3-11 EVACUATION.

(A) The Mayor is authorized to impose, by written proclamation, prohibitions and restrictions of movements of people in public places, and may impose prohibitions and restrictions directing and compelling the voluntary or mandatory evacuation of all or part of the population, who are not members of an exempted class, to leave from and not return to any specified stricken or threatened area within the jurisdiction of the city.

(B) The proclamation made in accordance with this section shall specify the geographical area or areas to which the evacuation order applies. The Mayor may also prescribe routes, modes of transportation, and destinations in connection with the evacuation.

SEC. 5-3-12 INGRESS, EGRESS, AND ACCESS TO CERTAIN AREAS.

(A) The Mayor is authorized to impose, by written proclamation, prohibitions and restrictions of movements of people in public places, and may impose prohibitions and restrictions controlling ingress and egress of an emergency area, and the movement of persons within the area.

(B) The proclamation made in accordance with this section may prohibit obtaining access or attempting to obtain access to any area, designated in the manner described in this section, in violation of any order, clearly posted notice, or barricade indicating that access is denied or restricted.

(C) Areas to which access is denied or restricted shall be designated by the Chief of Police and his or her subordinates when directed in the proclamation to do so by the Mayor. When acting under this authority, the Chief of Police and his or her designees and subordinates may restrict or deny access to any area, street, or location within the city if that restriction or denial of access or use is reasonably necessary to promote efforts being made to overcome the emergency or to prevent further aggravation of the emergency.

SEC. 5-3-13 CLOSURE OF CERTAIN AREAS.

(A) The Mayor is authorized to impose, by written proclamation, prohibitions and restrictions of movements of people in public places, and may impose prohibitions and restrictions providing for the closure, within the emergency area, of streets, roads, highways, bridges, public vehicular areas, or other areas ordinarily used for vehicular travel, except to the movement of emergency responders and other persons necessary for recovery from the emergency.

(B) *Additional notice and dissemination required.* In addition to any other notice or dissemination of information required by this article, notification of any closure of a road or public vehicular area under the authority of this section shall be given to the North Carolina Department of Transportation as soon as practicable.

(C) *Designation to the sheriff.* The proclamation made in accordance with this section may designate the sheriff of Pitt County to exercise the authority granted by section.

(D) *Ensuring availability of emergency supplies and utility services; protection of livestock, poultry, and agricultural crops.* The provisions of G.S. sections 166A-19.70(c) and (d) shall apply to this section.

SEC. 5-3-14 BUSINESS OPERATIONS, TRAVEL, AND PLACES TO CONGREGATE.

The Mayor is authorized to impose, by written proclamation, prohibitions and restrictions of the operation of offices, business establishments, and other places to or from which people may travel or at which they may congregate.

SEC. 5-3-15 POSSESSION, TRANSPORTATION, SALE, PURCHASE, AND CONSUMPTION OF ALCOHOLIC BEVERAGES.

The Mayor is authorized to impose, by written proclamation, prohibitions and restrictions upon the possession, transportation, sale, purchase, and consumption of alcoholic beverages other than on one's own premises. The prohibition and restriction, if imposed, may apply to sales of spirituous liquor by employees of North Carolina Alcoholic Beverage Control stores, as well as by anyone else within city.

SEC. 5-3-16 POSSESSION, TRANSPORTATION, SALE, PURCHASE, STORAGE, AND USE OF GASOLINE, AND DANGEROUS WEAPONS AND SUBSTANCES.

(A) The Mayor is authorized to impose, by written proclamation, prohibitions and restrictions upon the possession, transportation, sale, purchase, storage, and use of gasoline, and dangerous weapons and substances except that this section does not authorize prohibitions or restrictions on lawfully possessed firearms or ammunition.

(B) *Dangerous weapons and substances defined.* As used in this section, the term dangerous weapons and substances has the same meaning as it does under G.S. section 14-288.1 and shall mean:

- (1) Any deadly weapon, ammunition, explosive, incendiary device, radioactive material or device, as defined in G.S. section 14-288.8(c)(5); or
- (2) Any instrument or substance designed for a use that carries a threat of serious bodily injury or destruction of property; or
- (3) Any instrument or substance that is capable of being used to inflict serious bodily injury, when the circumstances indicate a probability that such instrument or substance will be so used; or
- (4) Any part or ingredient in any instrument or substance included above, when the circumstances indicate a probability that such part or ingredient will be so used.

(C) *Firearm defined.* As used in this section, the term firearm has the same meaning as it does under G.S. section 14-409.39(2) and shall mean: A handgun, shotgun, or rifle which expels a projectile by action of an explosion.

(D) *Handgun defined.* As used in this section, the term handgun has the same meaning as it does under G.S. section 14-409.39(3) and shall mean: A pistol, revolver, or other gun that has a short stock and is designed to be held and fired by the use of a single hand.

SEC. 5-3-17 OTHER ACTIVITIES OR CONDITIONS.

The Mayor is authorized to impose, by written proclamation, prohibitions and restrictions upon other activities or conditions the control of which may be reasonably necessary to maintain order and protect lives or property during the state of emergency.

SEC. 5-3-18 AMENDMENTS TO PROCLAMATION.

The Mayor may amend a proclamation from time to time, and may make any modification which would have been authorized in the original proclamation. The Mayor, in his or her discretion, may invoke the restrictions authorized by this article in separate proclamations, and may amend any proclamation by means of a superseding proclamation.

SEC. 5-3-19 REMOVAL OF PROHIBITIONS AND RESTRICTIONS.

The Mayor shall, by proclamation, remove the prohibitions and restrictions as the emergency no longer requires them.

SEC. 5-3-20 EXEMPTIONS.

The Mayor may exempt from some or all of the prohibitions and restrictions classes of people whose exemption the Mayor finds necessary for the preservation of the public health, safety, and welfare or as otherwise may be required by law. The proclamation shall state the exempted classes and the restrictions from which each is exempted.

SEC. 5-3-21 PENALTY FOR VIOLATION.

Criminal remedy. Any person violating any prohibition, restriction, or order imposed by a proclamation authorized by this article shall be guilty of a Class 2 misdemeanor in accordance with G.S. §14-288.20A.

SECTION 2: Any part or provision of this ordinance found by a court of competent jurisdiction to be in violation of the Constitution or laws of the United States or North Carolina is hereby deemed severable and shall not affect the validity of the remaining provisions of the ordinance.

SECTION 3. This ordinance shall become effective immediately upon adoption. Any ordinance in conflict with this ordinance including Ordinance No. 20-018 is hereby repealed.

This the _____ day of _____, 20_____.

P.J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk



City of Greenville, North Carolina

Meeting Date: 12/14/2020

Title of Item: Chapter 160D: A New Land Use Law for North Carolina

Explanation: In 2019, the North Carolina General Assembly adopted the long-debated complete reorganization of the State's planning and development regulation statutes, Chapter 160D. Originally introduced as Senate Bill 422 and House Bill 448, the legislation was adopted as Part II of S.L. 2019-11 (Senate Bill 355). To conform to this new statutory framework, every city and county development regulation in the state will need to be updated by July 1, 2021.

Staff will make a presentation outlining the changes required by the legislature to planning and development regulations found in Title 9 of the City Code, as well as the timeline for adoption.

Fiscal Note: No direct fiscal impact.

Recommendation: Hear presentation.
