



## **Agenda**

### **Greenville City Council**

**February 7, 2022**

**6:00 PM**

**City Hall Council Chambers, 200 West 5th Street**

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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.

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**I. Call Meeting To Order**

**II. Invocation - Council Member Litchfield**

**III. Pledge of Allegiance**

**IV. Roll Call**

**V. Approval of Agenda**

**VI. Special Recognitions**

1. Sports Destination Management Named Greenville, NC, as the 2021 Small Market Champion of Economic Impact for Hosting the 2021 Little League Softball World Series
2. Chasity McCurdy - National Recreation and Parks Association Recognition as One of the Top 30 Young Professionals in the Recreation and Parks Field

**VII. 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.

#### **VIII. Consent Agenda**

3. Approval of minutes from the December 6, 2021 City Council Meeting, January 10, 2022 City Council Workshop, and the January 10, 2022 City Council Meeting
4. Amendment No. 2 to an Economic Development Agreement with Grover Gaming, Inc.
5. Contract with A & B Cleaning Service Inc. for Custodial Services for G.K. Butterfield Transportation Center
6. Various tax refunds greater than \$100

#### **IX. New Business**

7. First reading of an ordinance requested by the Police Department to amend Section 12-1-3 of the City Code to establish civil and criminal penalties in compliance with Session Law 2021-138
8. Update on Potential Greenfield Terrace Park Improvements using American Rescue Plan Act Funding
9. Budget Ordinance Amendment #7 to the 2021-22 City of Greenville Budget (Ordinance #21-035), Capital Projects Funds (Ordinance #17-024), and ARPA Fund (Ordinance #21-053)

#### **X. Review of February 10, 2022 City Council Agenda**

#### **XI. City Manager's Report**

#### **XII. Comments from Mayor and City Council**

#### **XIII. Adjournment**



# City of Greenville, North Carolina

**Meeting Date: 02/07/2022**

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- Title of Item:** Approval of minutes from the December 6, 2021 City Council Meeting, January 10, 2022 City Council Workshop, and the January 10, 2022 City Council Meeting
- Explanation:** Minutes from the December 6, 2021 City Council Meeting, January 10, 2022 City Council Workshop, and the January 10, 2022 City Council Meeting are attached for review and approval.
- Fiscal Note:** No direct fiscal impact.
- Recommendation:** Review and approve the minutes from the December 6, 2021 City Council Meeting, January 10, 2022 City Council Workshop, and the January 10, 2022 City Council Meeting.
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## ATTACHMENTS

- [📄 Draft City Council Minutes December 6 2021.pdf](#)
- [📄 Draft City Council Workshop Minutes January 2022.pdf](#)
- [📄 1158807 - Draft Minutes January 10 2022 - 1 - COG.DOCX](#)

DRAFT MINUTES  
CITY COUNCIL MEETING  
CITY OF GREENVILLE, NORTH CAROLINA  
MONDAY, DECEMBER 6, 2021



A meeting of the Greenville City Council was held to conduct a meeting on Monday, December 6, 2021, with Mayor P.J. Connelly presiding. Mayor Connelly called the meeting to order at 6:00 p.m.

Those Present:

Mayor P.J. Connelly, Mayor Pro-Tem Rose Glover, Council Member Monica Daniels, Council Member Will Bell, Council Member Rick Smiley

Those Absent:

Council Member William Litchfield, Jr., Council Member Brian Meyerhoeffer, Jr.

Also Present:

City Manager Ann E. Wall, City Attorney Emanuel McGirt, City Clerk Valerie Shiuwegar, Deputy Clerk Camillia Smith, Deputy City Manager Michael Cowin, Assistant City Manager Ken Graves Assistant City Attorney Dene Alexander,

**V. APPROVAL OF THE AGENDA**

City Manager Wall requested that the City Council remove the following item from the agenda:

Item 8. Resolution Authorizing a Lease Agreement with American Legion Post 160 for the Property and Improvements Known as the Old West End Fire Station Located at the Northeast Corner of Chestnut Street and North Skinner Street, being tax parcel #28982.

She stated that staff would bring back a different item at a later meeting.

Council Member Bell made a motion to approve the agenda as revised. Council Member Smiley seconded the motion and the motion carried unanimously.

**VI. PUBLIC COMMENT PERIOD**

Mayor Connelly opened the public comment period at 6:10 p.m., explaining the public comment procedures and called for speakers to come forward.

Mr. Jermaine McNair

Mr. McNair stated that he is a Professor of Sociology at East Carolina University and he had provided his students with a list of community events, with the present meeting included on the list. He stated that he had a number of students in attendance and hoped that they would understand the importance of becoming involved in the community.

There being no additional speakers, Mayor Connelly closed the public comment period at 6:15 p.m.



## VII. CONSENT AGENDA

The following items were presented for approval:

1. Request for Authorization to Condemn Property for Greenville Utilities Commission's Easement Acquisition for the Southeast Sewer Service Area Project
2. Resolution of Intent to Close a portion of Line Avenue from the northern right-of-way of Dickinson Avenue to the southern right-of-way of CLNA Railroad
3. Resolution of Intent to Close a portion of Truman Street from the northern right-of-way of West Street to the southern right-of-way of CLNA Railroad
4. Resolution authorizing the filing of two applications to the U.S. Department of Homeland Security for the FY 2022 FEMA Building Resilient Infrastructure and Communities Grant Program for Stormwater Capital Projects
5. Lease agreement proposal for the replacement of the current golf and utility cart fleet at Bradford Creek Public Golf Course
6. Contract with Riverside Recreation, LLC for the Provision of Watersports Services at Wildwood Park
7. Acceptance of Donation of Heart Sculpture from Pitt County Arts Council

Council Member Smiley made a motion to approve all items on the Consent Agenda. Council Member Bell seconded the motion and it carried unanimously.

## VIII. OLD BUSINESS

- 8). RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH AMERICAN LEGION POST 160 FOR THE PROPERTY AND IMPROVEMENTS KNOWN AS THE OLD WEST END FIRE STATION LOCATED AT THE NORTHEAST CORNER OF CHESTNUT STREET AND NORTH SKINNER STREET, BEING TAX PARCEL #28982 - **REMOVED**

## IX. NEW BUSINESS

- 9.) AMENDMENT TO THE CDBG-CV SMALL BUSINESS ASSISTANCE PROGRAM – **UNANIMOUSLY APPROVED**

Senior Planner Tiana Berryman presented the proposed amendment to the City Council. She stated that the City had received \$1,164,559 in CDBG-CV funding to prevent, prepare for, and respond to the pandemic to be expended by 80% in three years and fully exhausted in six.



She stated that projects funded by the CDBG-CV funding include business assistance, emergency rental assistance, non-profit support, and administrative costs. She stated that the City Council approved an amended Annual Action Plan in November 2020 and HUD approved the amended plan in February 2021. The City began accepting applications for small business grants and emergency rental assistance in April 2021 and non-profit support requests were approved by the Affordable Housing Loan Committee on a rolling basis.

Senior Planner Berryman stated that two non-profit applicants were received:

Boys & Girls Club - \$30,000 for a Virtual Academy

Community Crossroads Center - \$134,992 for hotel/motel for displaced residents

She stated that the emergency rental assistance provided up to three months of assistance for those experiencing hardships due to the pandemic, not to exceed \$1,500 per household. She stated that the program was suspended in July 2021 because the funds had been exhausted and had reopened November 2021 with a fund reallocation. She reported that those funds were now exhausted. She stated that of the 392 applications that had been received, 221 were approved. Those that were not approved were due to varying reasons such as being outside of the jurisdiction, duplication of benefits, or failure to provide necessary documentation.

She stated that the small business assistance provided support through reimbursement of expenses incurred after December 1, 2020. Eligible expenses include rent/mortgage, business insurance with a maximum award of \$15,000. Per HUD's guidelines, the award is granted in two payments and the business must demonstrate job retention after three months. She stated that 36 applications were received and 15 were approved. Those that were not approved were due to reasons such as falling outside of the jurisdiction, ineligible business, and failure to provide documentation. She stated that the total award dispersed was \$199k and there is a total of \$216k of reimbursable expenses that cannot be awarded because they would exceed that maximum award of \$15,000. She stated staff's recommendation to increase the maximum award to \$50k. Past applications would be reviewed and additional fund reallocations would not be required.

Council Member Bell made a motion to approve. Council Member Daniels seconded the motion and it carried unanimously.

#### 10). APPROVAL OF 2021 HOME INVESTMENT PARTNERSHIP FUNDS COMMITMENT FOR A MULTI-FAMILY RENTAL HOUSING DEVELOPMENT

Senior Planner Berryman stated that the Annual Action Plan had allocated HOME funds for the new construction of affordable housing. She stated that one such example are the four single-family homes in Lincoln Park, with proceeds recaptured as program income that can be reinvested in housing programs.



She stated that partnerships with developers involving HOME program funds and low-income tax credits is a common development method that can allow the City to incentivize development, realize a higher yield of units, and help ensure affordability. She noted that since 2010, more than 272 units have been realized because of such partnerships:

- Crystal Springs – 48 units for seniors with a City contribution of \$362k
- Nathaniel Village – 48 family units with a City contribution of \$500k
- Winslow Point – 88 family units with a City contribution of \$450k
- Park Place Commons – 88 units for seniors with a City contribution of \$150k

Senior Planner Berryman stated that call for developers had been issued in August 2021. An application was received from the Taft-Mills Group in September 2021. After a review by staff, the AHLC reviewed the application and recommended that the City Council approve the recommended funding and authorize the issuance of a letter of support or award pending project readiness. She stated that the Taft-Mills Group has been awarded 4% tax credits for the Arlington Trace project for a total investment of \$28,779,927 and is seeking \$1 million in HOME supplemental funding from the City in the form of a deferred payment loan. She stated that the project will create 180 units and will be targeted toward families up to 60% of the area median income (AMI). She stated that 18 units would be set aside as transitional housing for veterans and domestic violence victims. Rent would range from \$642 - \$897 with a 30-year affordability period.

She noted that the 4% tax credit had been awarded based on the 2020 AMI. The reduction in the Pitt County AMI created a financial gap of \$1.8 million. She advised that requested funding impacts the overall feasibility of the project. With the funding, the project may begin construction in Spring 2022.

Mr. Dustin Mills, President of the Taft-Mills Group, stated that the Taft-Mills Group is based in Greenville and active in three states. He stated that they specialize in affordable housing projects and noted local projects such as Parkside Commons and Farrington Trace.

Mr. Mills stated that the location of Arlington Trace is close to amenities and jobs and is unique because it will offer three points of ingress and egress. He stated that the aim is to have plans submitted by early 2022 and deliver units late 2023/early 2024.

Council Member Smiley asked if the Taft-Mills Group owns of the properties shown.

Mr. Mills stated that they do and there is a deed restriction minimum of 30 years so it is not typically sold.

Council Member Daniels stated her appreciation for the consideration of veterans and domestic violence victims.



Attorney McGirt advised that staff had amended the recommendation and would recommend that the City Council approve the \$1 million HOME fund commitment and bring back a development agreement for the City Council's approval.

Council Member Bell made a motion to approve the recommendation as revised. Council Daniels seconded the motion and it carried unanimously.

#### 11). REVIEW OF PROPOSED PROJECTS FUNDED WITH AMERICAN RESCUE PLAN ACT FUNDING

Deputy Manager Cowin stated that staff had been asked to bring information to the City Council related to four different areas: essential play, diversity study, non-profit program funding, and an outdoor regional multi-purpose sports complex.

He stated that the City Council had been advised in October that there is a bill being considered that will allow more flexible use, but that bill is still pending. Staff heard a desire from the City Council to continue to wait on the bill and bring back information for immediate funding on Thomas Foreman Park, Greenfield Terrace Community Center, and essential employee premium pay.

Recreation & Parks Director Don Octigan stated that an expansion of Thomas Foreman Park would be in the range of \$1.5 - \$1.7 million. Potential improvements would include the expansion of the Nash Street parking lot, relocation and enhancement of the playground, addition of 4<sup>th</sup> Street parking, access to future greenway connections, outdoor basketball courts, pickleball/tennis courts, outdoor fitness area, picnic shelters, and a walking trail. He stated that an expansion would require property acquisition, public input sessions in the West Greenville community, a RFQ for development of a site plan, development of a site plan and additional amenities, bidding and contracting process for construction, and the construction of the expansion.

City Manager Wall stated this is a very early stage and staff will need to know what direction that the City Council would like to take before fleshing out a plan any further. She stated that an expansion will be difficult without complete or contiguous expansion.

The City Council expressed concern with the property acquisition process and requested that staff look into a voluntary process with the residents in that area.

She stated that there are federal guidelines that outline the relocation procedure and advised that the procedure is complex. She stated that staff will reach out to residents for voluntary participation and can expand from that point.

Director Octigan next presented some information on the Greenfield Community Center. He stated that current amenities include the Barnes, Ebron, Taft Community Building, picnic shelter with





rest rooms, playground, community garden, outdoor basketball court, walking trail, outdoor restroom facility. Currently the park is being used for community programming, outdoor basketball free play, and community building/picnic shelter rentals.

He listed potential park improvements: playground replacement and improvements, outdoor fitness area with shade covering, new outdoor basketball court and improvements to current court, various indoor improvements, pave portions of existing parking lot, add lighting, extend walking trail to Boys & Girls Club, landscaping, and site design. He noted that staff would seek input from the community for the actual projects that would be proposed for the project.

Council Member Daniels stated the need for an indoor exercise facility at the Community Center and asked how to make that adjustment.

City Manager Wall stated that would be a decision that would need to be discussed amongst the City Council.

The City Council requested that staff bring back information on the cost of constructing an indoor exercise facility that is similar to other indoor facilities in the City.

Financial Services Director Byron Hayes presented information on essential employee premium pay. He stated that ARPA guidelines provide for amounts up to \$13/hr. for each eligible employee for work performed during the pandemic. He advised that extra justification would be required for employees whose total wages are 150% of NC's average annual wage and no payments can be made to former employees even if they otherwise qualify. He stated that payments would be made in a one-time lump-sum payment for those who worked between March 1, 2020 – April 1, 2021. Employees that are not eligible for payments using ARPA funds will be paid a one-time lump-sum payment from the General Fund that will equal 50% of the ARPA-funded payment.



## Employee Premium Pay – Potential Options

Essential Employees	
One-Time Premium Payment	Required ARPA Funding
\$ 500	\$ 322,949
1,000	645,899
1,500	968,849

Non-Essential Employees	
One-Time Premium Payment	Required General Funding
\$ 250	\$ 20,183
500	40,368
750	60,552

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Deputy City Manager Cowin reminded the City Council that ARPA funding must be appropriated by December 31, 2024 and expended by December 31, 2026. He stated that he heard a desire to look into costs of adding an indoor exercise room at Greenfield Terrace Park and look into the voluntary acquisition of property for the Thomas Foreman Park expansion.

Council Member Smiley asked if this item could be continued to the Thursday night meeting.

City Manager Wall advised that staff would not be able to bring back all of the information requested by the Thursday night meeting, but the Council could take action tonight or Thursday if that is the prerogative of the Council.

City Attorney McGirt advised that the Council can continue the essential employee pay item to Thursday and bring back the requested information at a later meeting.

City Manager Wall stated that she heard that the Council would like high-level information on the costs of creating an indoor fitness space at Greenfield Terrace. She asked for further clarity on the desire of the City Council regarding the Thomas Foreman Park expansion.

The City Council stated its direction to engage with the residents highlighted on the map provided by Director Octigan to gauge interest in a voluntary acquisition.

Deputy Manager Cowin advised that process can take a couple months.

City Manager Wall stated that staff will bring the next presentation to the City Council in February to allow time to get some costs and do some engagement with residents.



12). BUDGET ORDINANCE AMENDMENT #5

Director Hayes presented budget ordinance amendment #5 to the City Council:

**CITY OF GREENVILLE  
BUDGET ORDINANCE AMENDMENT #5**

	Description	Funds	Budget Impact	Amount
A	To record carryover from Fiscal Year 2020-21 related to Phase 2 of Wildwood Park development	General R/P Cap Proj	Increase	\$451,000
B	To allocate debt funding for the purchase of new communications equipment for the Fire/Rescue Department	F/R Cap Proj	Increase	\$ 1,154,054

Council Member Smiley made a motion to approve the amendment. Council Member Bell seconded the motion and it carried unanimously.

**X. REVIEW OF DECEMBER 9, 2021 CITY COUNCIL AGENDA**

City Manager Wall presented a preview of the December 9, 2021 City Council agenda:

1. Appointments to Boards and Commissions
2. Ordinance to annex Caroline Place involving 23.797 acres located along the eastern right-of-way of Charles Boulevard and adjacent to Grace Church
3. Ordinance requested by Spring Forest Road Group, LLC to rezone 11.764 acres located at the northeastern corner of the intersection of Spring Forest Road and the CSX Railroad from MO (Medical-Office) to MR (Medical-Residential [High Density Multi-family])
4. First Public Hearing for the 2022-2023 Annual Action Plan for CDBG and HOME Funds



## **XI. CITY MANAGER'S REPORT**

City Manager Wall stated that she did not have a report for the City Council.

## **XII.COMMENTS FROM THE MAYOR AND CITY COUNCIL**

The City Council congratulated JH Rose High School on winning the playoffs and East Carolina University for achieving bowl eligibility. They further asked that the community be more mindful of pedestrian safety and do not text and drive.

## **XIII. ADJOURNMENT**

Council Member Bell moved to adjourn the meeting. The motion was seconded by Council Member Daniels. There being no further discussion, the motion passed by unanimous vote and Mayor Connelly adjourned the meeting at 7:30 p.m.

Respectfully submitted,

*Valerie Shiuwegar*

Valerie Shiuwegar  
City Clerk

PROPOSED MINUTES  
CITY COUNCIL WORKSHOP  
CITY OF GREENVILLE, NORTH CAROLINA  
MONDAY, JANUARY 10, 2022



A workshop of the Greenville City Council was held Monday, January 10, 2022, at 4:00 p.m. in the Council Chambers located on the third floor of the City Hall building at 200 West Fifth Street. Mayor Connelly called the workshop to order and called for a roll call.

Those Present:

Mayor P.J. Connelly, Mayor Pro-Tem Rose Glover, Council Member Monica Daniels, Council Member Will Bell, Council Member Rick Smiley, and Council Member Brian Meyerhoeffer, Jr.

Those Absent:

Council Member William Litchfield, Jr.

Also, Present:

City Manager Ann E. Wall, City Attorney Emanuel McGirt, City Clerk Valerie Shiuwegar, Deputy City Manager Michael Cowin and Assistant City Manager Ken Graves

**APPROVAL OF THE AGENDA**

Council Member Smiley made a motion to approve the agenda as presented. Council Member Daniels seconded the motion and it carried unanimously.

**NEW BUSINESS**

1.) PRESENTATION OF PROPOSED STORMWATER REGULATORY CHANGES –  
PRESENTATION HEARD

City Civil Engineer Daryl Norris provided the City Council with an overview of upcoming changes in local stormwater regulations. He stated that the City is now named by the State as a municipality required to implement Neuse River nutrient rules in addition to nutrient rules for the Tar and Pamlico rivers. He stated that ordinances would need to be updated to be in compliance.

Engineer Norris stated that the City Council had appointed members to the Stormwater Regulatory Committee to understand State rules, review policies, and recommend changes:

Developers: Landon Weaver, Bill Clark Homes; Rocky Russell, Russell Property Management

Engineers: Bryan Fagundus, Ark Consulting, Steve Janowski, Rivers & Associates; Richie Brown, Stroud Engineering; Ken Malpass, Malpass and Associates; Igor Palyvoda, Baldwin Design Consultants; Michelle Clements, The East Group

Others: Jill Howell, Sound Rivers; Michael O’Driscoll, East Carolina University

Other Non-voting Stakeholders and Guests: Rick Smiley, City Council Liaison; Pitt County Planning; Pitt County Drainage District; City of Greenville staff

Engineer Norris provided an overview of changes and proposals:

- Inclusion of the Neuse Nutrient Sensitive Waters (NSW) Program
  - Incorporating the Neuse NSW program
  - Added nutrient loading limits for Neuse vs Tar-Pam
- State NSW Program Rule Changes
  - Allow volume matching as alternate method of compliance
  - Allow for public-private partnership agreement as method of compliance
  - Establish Built Upon Area (BUA) as built or approved upon effective date of these changes (grandfathering)
  - Establish high density/low density BUA thresholds per the new rules
  - Require primary stormwater control measures (SCMs) for high density projects
  - Require vegetated conveyances for low density projects
  - Eliminate exemption for redevelopment districts
  - Allow for impervious surface averaging to set aside conservation areas to keep a project low density
  - Working to establish a City-owned nutrient offset bank
- SCM Acceptance, Inspection, and Maintenance
  - Require existing SCMs to be in compliance prior to issuance of Certificate of Occupancy
  - Establish 1-year developer warranty for SCMs
  - Establish acceptance, inspection, and handoff procedures from developer to Home Owners Association (HOA)
  - Clarify SCM acceptance and erosion control with phased developments
  - Require annual inspections of detention-only facilities as is already being done for water quality SCMs

Engineer Norris stated that the proposed changes are currently being reviewed by an attorney and will come before the City Council for adoption in the Fall and will take effect January 2023.

The Mayor and City Council expressed their appreciation to staff, the Committee, and everyone involved in the process.

2.) ORDINANCE REQUESTED BY THE POLICE DEPARTMENT TO AMEND SECTION 12-1-3 OF THE CITY CODE TO ESTABLISH CIVIL AND CRIMINAL PENALTIES IN COMPLIANCE WITH SESSION LAW 2021-138

Police Chief Mark Holtzman presented the item to the City Council. He stated that State Session Law 2021-138 passed in 2021 provides that a violation of a City ordinance is not a misdemeanor or infraction unless the ordinance expressly states that it is.

Chief Holtzman stated that the discharge of firearms and other weapons had also been decriminalized. In the interest of public safety, the Police Department is requesting that the City Code be amended to add a new subsection (F) to impose civil and criminal penalties for violations of the ordinance. He stated that the City Code would have to be reviewed by staff and brought back before the City Council for a first and second reading.

**Adjournment**

There being no further business before the City Council, motion was made by Council Member Bell and seconded by Council Member Daniels to adjourn the meeting. Motion carried unanimously. Mayor Connelly adjourned the meeting at 4:50 p.m.

Respectfully submitted,

*Valerie Shiuwegar*

Valerie Shiuwegar  
City Clerk

DRAFT MINUTES  
CITY COUNCIL MEETING  
CITY OF GREENVILLE, NORTH CAROLINA  
MONDAY, JANUARY 10, 2022



A meeting of the Greenville City Council was held to conduct a meeting on Monday, January 10, 2022, with Mayor P.J. Connelly presiding. Mayor Connelly called the meeting to order at 6:15 p.m.

Those Present:

Mayor P.J. Connelly, Mayor Pro-Tem Rose Glover, Council Member Monica Daniels, Council Member Will Bell, Council Member Rick Smiley, and Council Member Brian Meyerhoeffer, Jr.

Those Absent:

Council Member William Litchfield, Jr.

Also Present:

City Manager Ann E. Wall, City Attorney Emanuel McGirt, City Clerk Valerie Shiuwegar, Deputy City Manager Michael Cowin, Assistant City Manager Ken Graves Assistant City Attorney Dene Alexander,

**V. APPROVAL OF THE AGENDA**

Mayor Pro-Tem and Council Member Smiley requested that the following items be added to the City Council agenda, respectively:

14. Transfer of Funds to the West Greenville Grant
15. Permit Staff to Apply to a Grant Program

Mayor Pro-Tem made a motion to approve the agenda with the requested changes. Council Member Smiley seconded the motion and the motion carried unanimously.

**VI. PUBLIC COMMENT PERIOD**

Mayor Connelly opened the public comment period at 6:15 p.m., explaining the public comment procedures.

City Attorney McGirt advised that all comments related to the ordinance request to amend the City Code to establish “modular data processing facility” and “data processing center” as two separate uses, associated standards, and zoning districts should be made at the public hearing for that request scheduled for Thursday, January 13, at 6:00 p.m.

Mr. Bobby Weatherly, Greenville Resident





Mr. Weatherly stated concerns with the zoning process and transparency. Upon questioning, he confirmed that his comments were related to a matter being considered at the City Council's Thursday night meeting.

Mr. Weatherly was advised that those comments would need to be made during the public hearing and was encouraged to attend that meeting to speak.

There being no additional speakers, Mayor Connelly closed the public comment period at 6:20 p.m.

## **VII. CONSENT AGENDA**

The following items were presented for approval:

1. Public Art Recommendation for DownEast Sculpture Exhibition on City Property
2. Resolution of Intent to Close a Portion of Southeast Alley
3. Resolution and Deed of Release for Abandonment of 10' Wide electrical easement across Tax Parcel Nos. 5777 and 87281
4. Capital Project budget Ordinance Amendment for Greenville Utilities Commission's Wastewater Treatment Plant Headworks Rehabilitation Project
5. Ordinance adopting Greenville Utilities Commission's Water Capital Project Budget for the North Carolina Department of Transportation Memorial Drive Bridge Water Main Replacement Project
6. Ordinance adopting Greenville Utilities Commission's Water Capital Project Budget for the Rehabilitation of a portion of the Evans Street Water Main
7. Contract award for the purchase of 30 Self-Contained Breathing Apparatus (SCBA) for the Fire/Rescue Department
8. Contract award for the 2022 Street Preservation Project
9. Contract award for the 2022 Street Rehabilitation Project
10. Contract award for professional services for Construction Engineering and Inspection/Construction Materials Testing
11. Resolution declaring a 1997 E-One fire truck and a 1993 Pierce fire truck as surplus and authorizing disposition to the Swan Quarter Volunteer Fire Department
12. Resolution Declaring a 2006 Ford E-450 Super Duty Tour Bus as Surplus and Authorizing its Disposition by Electronic Auction



Council Member Smiley made a motion to approve all items on the Consent Agenda. Council Member Meyerhoeffer seconded the motion and it carried unanimously.

**VIII. NEW BUSINESS**

**13.) BUDGET ORDINANCE AMENDMENT #6 TO THE 2021-22 CITY OF GREENVILLE BUDGET (ORDINANCE #21-035) AND CAPITAL PROJECTS FUNDS (ORDINANCE #17-024) – UNANIMOUSLY APPROVED**

Financial Services Director Byron Hayes presented the request to the City Council to transfer funding from the Parking Lot Enhancements project in the Public Works Capital Project Fund for parking lot upgrades and the Town Common bulkhead study.

**CITY OF GREENVILLE  
BUDGET ORDINANCE AMENDMENT #6 SUMMARY**

**City of Greenville Operating Fund Budget per Amendment #6:**

Fund	Budget	%
General	\$ 93,191,505	61.5%
Debt Service	7,012,030	4.6%
Public Transportation (Transit)	3,279,064	2.2%
Fleet Maintenance	5,388,888	3.6%
Sanitation	8,200,307	5.4%
Stormwater	9,399,890	6.2%
Housing	1,884,784	1.2%
Health Insurance	14,258,648	9.4%
Vehicle Replacement	7,258,784	4.8%
Facilities Improvement	1,570,546	1.0%
<b>Total</b>	<b>\$ 151,444,446</b>	<b>100%</b>

Council Member Smiley made a motion to approve the requested amendment. Council Member Bell seconded the motion and it carried unanimously.

**14. (ADDED) TRANSFER OF FUNDS TO THE WEST GREENVILLE GRANT**

Mayor Pro-Tem Glover stated the importance of funding different initiatives in the West Greenville neighborhood.

Assistant City Manager Ken Graves stated that there had been two funds created to help aid West Greenville:



- West Greenville Grant - \$50k
- West Greenville Energy Grant - \$50k

Assistant Manager Graves advised that there were not enough funds left in the West Greenville Grant Fund to fund to recent requests from non-profits. He stated that there are other funding source outside of the West Greenville Energy Grant Fund to help address energy efficiency.

Mayor Pro-Tem Glover made a motion to transfer \$50k from the West Greenville Energy Grant Fund to the West Greenville Grant Fund. Council Member Daniels seconded the request and it carried unanimously.

15). (ADDED) PERMIT STAFF TO APPLY TO A GRANT PROGRAM

Council Member Smiley stated that the Historic Preservation Commission had identified a grant opportunity through the National Trust for Historic Preservation, the African-American Cultural Heritage Action Fund. He stated that the grant is due later this week but cannot go further without the consent of the City Council.

Council Member Smiley moved that the City Council allow staff and the HPC to pursue the \$125,000 grant. Council Member Bell seconded the motion and it carried unanimously.

**IX. REVIEW OF THE JANUARY 13, 2022 AGENDA**

City Manager Wall listed the following items for the City Council's Thursday, January 13, 2022 meeting:

1. Appointments to Boards and Commissions
2. Resolution to close a portion of Truman Street from the northern right-of-way of West Street to the southern right-of-way of CLNA Railroad
3. Resolution to close a portion of Line Avenue from the northern right-of-way of Dickinson Avenue to the southern right-of-way of CLNA Railroad
4. Ordinance to annex Cobblestone, Phase 2, Sections 2 and 3 involving 29.13 acres located at the current terminus of Cobblestone Drive
5. Ordinance to annex Craig F. Goess and Craig M. Goess property involving 1.577 acres located at the northwestern corner of the intersection of West Arlington Boulevard and Dickinson Avenue



6. Ordinance to annex Sawgrass Pointe Commercial Center involving 1.334 acres located near the southeastern corner of the intersection of Davenport Farm Road and Frog Level Road
7. Ordinance to annex Springshire Retirements, LLC property containing 17.296 acres located north of the intersection of NC Highway 43N and Rock Springs Road
8. Ordinance requested by ABC Family, LLC to rezone a total of 23.5 acres located along the western right-of-way of Allen Road and adjacent to the Pitt County Landfill from RA20 (Residential-Agricultural) to CH (Heavy Commercial) for 3.825 acres and IU (Unoffensive Industry) for 19.675 acres
9. Ordinance requested by Aston Alexander Properties, LLC et al to rezone a total of 66.878 acres located along the western right-of-way of Allen Road and adjacent to the Pitt County Landfill from RA20 (Residential-Agricultural) to CH (Heavy Commercial) for 6.677 acres and IU (Unoffensive Industry) for 60.201 acres
10. Ordinance requested by Reggie Spain Housing, LLC to amend the Future Land Use and Character Map for 50 acres located along the northern right-of-way of Frog Level Road and adjacent to Teakwood Green Subdivision from commercial (C) and potential conservation/open space (PCOS) to residential, low-medium density (LMDR)
11. Ordinance requested by the Planning and Development Services Department to amend Title 9, Chapter 4 of the City Code to make miscellaneous changes to the Zoning Ordinance
12. Ordinance requested by Greenville ENC Alliance to amend Title 9, Chapter 4 of the City Code to establish “Modular data processing facility” and “data processing center” as two separate uses, associated standards and zoning districts
13. Resolution Authorizing Appropriation and Expenditure of Funds for a Job Creation Grant and Entering into An Economic Development Agreement with Patheon Manufacturing Services LLC for Project Lucky
14. Results of the Financial Audit for Fiscal Year Ended June 30, 2021 Including Review of FY 2020-22 Unassigned Fund Balance
15. Resolution authorizing a lease agreement with American Legion Post 160 for the City-owned property and improvements known as the Lucille W. Gorham Intergenerational Center Chapel, located on tax parcel #73374, having an address of 1124 West Fifth Street, also referred to as Building 5



16. Updated Municipal Agreements with the North Carolina Department of Transportation for Dickinson Avenue Modernization Project No. U-5606 Betterments

17. Resolution approving the granting of easements to the North Carolina Department of Transportation for the Dickinson Avenue Modernization Project (U-5606)

**X. CITY MANAGER’S REPORT**

City Manager Wall stated that she did not have a report for the City Council.

**XI.COMMENTS FROM THE MAYOR AND CITY COUNCIL**

The City Council recognized Recreation & Parks Director Don Octigan for being named among East Carolina University's 2022 40 Under 40 list. They further recognized Law Enforcement Appreciation Day and thanked local law enforcement for all that they do in the community.

**XII. ADJOURNMENT**

Council Member Smiley moved to adjourn the meeting. The motion was seconded by Council Member Bell. There being no further discussion, the motion passed by unanimous vote and Mayor Connelly adjourned the meeting at 6:40 p.m.

Respectfully submitted,

Valerie Shiuwegar

Valerie Shiuwegar  
City Clerk



# City of Greenville, North Carolina

Meeting Date: 02/07/2022

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**Title of Item:** Amendment No. 2 to an Economic Development Agreement with Grover Gaming, Inc.

**Explanation:** On February 13, 2020, the City Council entered into an agreement with Grover Gaming, Inc. for a job creation grant. On January 19, 2021, the City Council approved an amendment to the grant agreement for additional created jobs and extended the grant period.

Grover Gaming, Inc. has a partner company, Banilla Games, Inc. Both Grover Gaming and Banilla Games are creating eligible jobs under the job creation grant amendment. This amendment No. 2 provides for the inclusion of Banilla Games, Inc. in the grant agreement. Banilla Games, Inc. will be subject to all existing terms of the original agreement and amendment No. 1.

**Fiscal Note:** No additional financial impact

**Recommendation:** Approve amendment No. 2 to the job creation grant agreement

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## ATTACHMENTS

 [Amendment\\_2\\_-\\_Grover\\_Gaming\\_Job\\_Creation\\_Grant.pdf](#)

**AMENDMENT NO. 2 TO ECONOMIC DEVELOPMENT AGREEMENT  
BETWEEN GROVER GAMING, INC. AND CITY OF GREENVILLE FOR JOB  
CREATION WITHIN CITY'S ETJ**

THIS IS AN AMENDMENT TO AGREEMENT (“Amendment No. 2”) made and entered into this the \_\_\_\_ day of February, 202\_\_\_\_, (“effective date”), the agreement by and between the City of Greenville, a municipal corporation organized and existing pursuant to the laws of the State of North Carolina, Party of the First Part and hereinafter referred to as the “City”, and Grover Gaming, Inc., a company organized and existing under the laws of the State of North Carolina, hereinafter referred to as the “Company”, and Banilla Games, Inc., a company organized and existing under the laws of the State of North Carolina, hereinafter referred to as the “Partner Company”, and Grover Gaming, Inc. and Banilla Games, Inc., hereinafter referred to together as “Companies”.

**BACKGROUND.** The City and the Company entered into an agreement titled “ECONOMIC DEVELOPMENT AGREEMENT BETWEEN GROVER GAMING, INC. AND CITY OF GREENVILLE FOR JOB CREATION WITHIN CITY’S ETJ” (“Original Agreement”) dated February 13, 2020. The Original Agreement grants a Job Creation Grant of up to \$100,000 per year for a maximum of 5 years; and Agreement No. 1 grants an extension for two (2) additional years, which is an exception to the Job Creation Grant policy.

This Amendment No. 2 provides for the inclusion of an additional party to the agreement. Banilla Games, Inc., hereinafter referred to as “Partner Company,” is a company duly organized and existing under the laws of the State of North Carolina, has a place of business within the State of North Carolina, and is in good standing and authorized to do business in the State of North Carolina. Partner Company’s principal offices are located at 3506 NE Greenville Blvd, Greenville, NC 27834. Partner Company’s Qualified Job creation will be counted towards the proposed number of Qualified

Jobs under the Original Agreement and duly executed amendments, including Amendment No. 1 for payment of the Job Creation Grant upon satisfaction of all terms and conditions set forth in the Original Agreement and any duly executed amendments to the Original Agreement, including Amendment No. 1. Additionally, Partner Company will be bound to all terms and conditions of the Original Agreement and duly executed amendments, including Amendment No. 1., as though Partner Company was a party to the Original Agreement and duly executed amendments, including Amendment No. 1. The Company and Partner Company could have relocated the potential jobs to a different State, and the City funds are protected because the grant payment is only issued upon the Company and Partner Company presenting sufficient proof to the satisfaction of the City of qualified job creation and taxable investment in real property as provided in the Original Agreement and any duly executed amendments to the Original Agreement, including Amendment No. 1.

**The Original Agreement is amended as follows:**

- A. Any location in the Original Agreement or duly executed amendments to the Original Agreement, including Amendment No. 1, referencing “Grover Gaming” or “Company” shall now also include “*and Banilla Games, Inc.*” or “*and Partner Company,*” respectively, or “*Companies*” together.
- B. Companies shall be bound to all terms and conditions as if Partner Company was a party to the Original Agreement and duly executed amendments, including Amendment No. 1, and shall be treated as one entity for purposes of satisfying all terms and conditions of the Original Agreement and duly executed amendments, including Amendment No. 1.
- C. In the event of a breach of the Original Agreement and/or duly executed amendments, including Amendment No. 1, by Company and/or Partner Company, Companies shall be held jointly and severally liable.

Except as set forth in this Amendment, all remaining terms and conditions of the Original Agreement and Amendment No. 1 are unaffected by this Amendment No. 2, and such provisions



in the Original Agreement and Amendment No. 1 remain in full force and effect.

If there is a conflict between the Original Agreement or Amendment No. 1, the terms of this Amendment No. 2 will prevail.

IN WITNESS WHEREOF the parties hereto have executed this Amendment to Agreement and have set their hands and seals as of the day and year first above written.

City of Greenville

BY: \_\_\_\_\_  
P.J. Connelly, Mayor

Attest: (SEAL)

\_\_\_\_\_  
Valerie Shiuwegar, City Clerk

STATE OF NORTH CAROLINA  
COUNTY OF PITT

I, \_\_\_\_\_ a Notary Public of said county and state, certify that Valerie Shiuwegar, City Clerk, personally came before me this day and acknowledged that she is the City Clerk of the City of Greenville, a municipal corporation, and that by authority duly given and as the act of the City of Greenville, the foregoing instrument was signed in its name by its Mayor, sealed with the City Seal, and attested by herself as City Clerk.

Witness my hand and seal this the \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**APPROVED AS TO FORM:**

BY: \_\_\_\_\_  
Emanuel 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

Grover Gaming, Inc.

BY: \_\_\_\_\_  
Garrett Blackwelder

Title: \_\_\_\_\_

Banilla Games, Inc.

BY: \_\_\_\_\_  
Garrett Blackwelder

Title: \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF PITT

I, \_\_\_\_\_, Notary Public in and for the aforesaid County and State, do hereby certify that Garrett Blackwelder personally came before me this day and acknowledged that he is the CEO of Grover Gaming, Inc., a corporation, and CEO of Banilla Games, Inc., a corporation, and acknowledged the due execution of the foregoing instrument on behalf of the corporations.

Witness my hand and seal this the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

EXHIBIT A  
ANNUAL CERTIFICATION  
GROVER GAMING, INC. AND BANILLA GAMES, INC. "COMPANIES"

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

This Certificate is delivered pursuant to the Economic Development Agreement (the "Agreement") dated February \_\_\_\_, 2020, between the City of Greenville ("City") and Grover Gaming, Inc. ("Company"), and Banilla Games, Inc. ("Partner Company"). Any capitalized term not otherwise defined herein shall have the meaning assigned to such term in the Agreement. The terms of the Agreement are incorporated into this Certificate as if fully set forth herein. Reference herein to the Agreement includes any Amendments to the Agreement including Amendment No. 1 and No. 2.

I do hereby certify, for and on behalf of the Companies, that

Initial Grant Period:

- (a) The following Improvements were made during the Improvement Period from January 1, 2020, through June 1, 2020:
- (b) The amount of the personal and real property valuations of the Property and Improvements, as of January 1, 20\_\_, are in the amount of \_\_\_\_\_.
- (c) The following new jobs have been added:
- (d) Proof of taxes paid is attached to this certificate.

Extended Grant Period:

- (e) Real property acquired and improved during the period of January 1, 2021 through January 1, 2024.
- (f) The amount of the personal and real property valuations of the Property and Improvements, as of January 1, 20\_\_, are in the amount of \_\_\_\_\_.
- (g) The following new jobs have been added:
- (h) Proof of taxes paid is attached to this certificate.

Certified, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Grover Gaming, Inc.

Banilla Games, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF NORTH CAROLINA  
COUNTY OF PITT

I, \_\_\_\_\_, Notary Public in and for the aforesaid County and State, do hereby certify that Garrett Blackwelder personally came before me this day and acknowledged that he is the CEO of Grover Gaming, Inc., a corporation, and CEO of Banilla Games, Inc., a corporation, and acknowledged the due execution of the foregoing instrument on behalf of the corporations.

Witness my hand and seal this the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_



## City of Greenville, North Carolina

Meeting Date: 02/07/2022

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**Title of Item:** Contract with A & B Cleaning Service Inc. for Custodial Services for G.K. Butterfield Transportation Center

**Explanation:** G.K. Butterfield Transportation Center (GKBTC) is a 9,500 square foot facility on 1.75 acres that supports Greenville Area Transit (GREAT) of the Public Works Department. Typically, GREAT provides transit services six days a week to the citizens of the City of Greenville and Pitt County. GKBTC also serves as the primary office and assembly area for all of GREAT personnel. The daily use of this facility, both from the public and City personnel, requires custodial services to ensure this facility is properly cleaned and stocked with paper products and cleaning supplies. This not only includes services inside the facility but services outside the facility in order to provide a clean and safe environment.

**Fiscal Note:** This is a three (3) year contract with an option of two (2) additional years in one (1) year increments.

Annual cost of \$40,656.60 with a five (5) year total of \$203,283.00. This contract would be funded through 5307 Transit funds with a City match coming from the general fund.

**Recommendation:** Award service contract to A & B Cleaning Service Inc. to provide custodial services to G.K. Butterfield Transportation Center and authorize the City Manager to execute the contract between the City of Greenville and A & B Cleaning Service Inc.

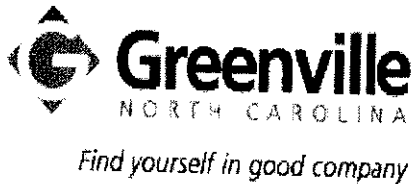
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### ATTACHMENTS

**[AGREEMENT CUSTODIAL SERVICES FOR GK BUTTERFIELD TRANSPORTATION CENTER.pdf](#)**

A&B Cleaning Services, Inc.  
Vendor Number: \_\_\_\_\_

Contract # \_\_\_\_\_  
Created December 2021  
Version 2021.12.13.CAO



**PUBLIC WORKS  
BUILDING & GROUNDS**

**AGREEMENT FOR CONTRACTOR SERVICES**

**CUSTODIAL SERVICES FOR G.K. BUTTERFIELD TRANSPORTATION CENTER**

THIS AGREEMENT made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the CITY OF GREENVILLE, a municipal corporation organized and existing under the laws of the State of North Carolina, Party of the First Part, and hereinafter referred to as the "CITY" and has a primary address of 200 W. FIFTH STREET, GREENVILLE, NC 27858 and A & B CLEANING SERVICE, INC. who is organized and existing under the laws of the State of North Carolina, Party of the Second Part and hereinafter referred to as the "CONTRACTOR" whose primary offices are located at 610 B LYNNDALE CT, GREENVILLE, NC 27858.

**WITNESSETH**

WHEREAS, the CITY desires the assistance of a CONTRACTOR in the performance of certain professional services; and

WHEREAS, the CONTRACTOR has exhibited evidence of experience, ability, competence, and reputation to perform such professional services; and

WHEREAS, the CITY is authorized by North Carolina General Statute § 160A-20.1 to enter into an AGREEMENT for performance of such services;

NOW THEREFORE, the CITY and the CONTRACTOR, for consideration hereinafter stipulated, mutually agree as follows:

The CONTRACTOR agrees to perform the assigned contract services.

## **ARTICLE I – SCOPE OF WORK**

### **I.A. DESCRIPTION OF WORK REQUIRED**

The CONTRACTOR is to perform the work as defined in the Request for Proposals and amendments, if any, said work being hereinafter referred to as the Work. More specifically, CONTRACTOR shall perform custodial services for G.K. Butterfield Transportation Center located at 600 S. Pitt Street, Greenville, NC 27834.

### **I.B. WORK STANDARDS**

The CONTRACTOR will perform the Work under this AGREEMENT in accordance with all applicable federal, state and local laws, regulations and safety guidelines.

### **I.C. ORDER OF PRECEDENCE**

For the resolution and interpretation of any inconsistencies in this AGREEMENT and/or the documents attached hereto and included herein by this reference, the precedence of these documents shall be given the following order:

1. This AGREEMENT with any Attachments, including Addendum(s) and Amendment(s) hereto;
2. If applicable, negotiated Amendments or clarification to the CONTRACTOR's Proposal which have been incorporated by reference to the final AGREEMENT;
3. CITY'S Request for Proposal and amendments, if any, *attached as Attachment "A" and hereby incorporated herein by reference and made a part hereof as if fully set forth herein*; and
4. CONTRACTOR's Proposal, *attached as Attachment "B" and hereby incorporated herein by reference and made a part hereof as if fully set forth herein*.

### **I.D. SUBCONTRACTS**

The CONTRACTOR and/or subcontractor will not sublet any portion of the work covered by this AGREEMENT without prior written approval by the CITY.

- I.D.1. The CONTRACTOR will be responsible for the schedule of any work sublet to others so as to assure the overall schedule of the project is maintained.
- I.D.2. The CONTRACTOR will be responsible for the completeness, accuracy and presentation of all data, and for the review of any work sublet to others.
- I.D.3. The CONTRACTOR shall notify all subcontractors under this contract of ALL new work assignments made by the CITY to the CONTRACTOR regardless of any particular subcontractor's engagement level under a



particular task order. This notification information may be requested by the CITY in the form of a report.

**ARTICLE II – DATA AND SERVICES TO BE PROVIDED BY THE CITY**

**II.A. DATA AND SERVICES**

- II.A.1. The staff person assigned the proposed project in the respective Department shall serve as the CITY's Project Manager for this AGREEMENT.
- II.A.2. The CITY shall provide available data and information, as applicable to the detailed SCOPE OF WORK develop for all tasks.
- II.A.3. Any CITY property, information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the CONTRACTOR under this AGREEMENT shall be kept as confidential, used only for the purpose(s) required to perform the AGREEMENT and not divulged or made available to any individual or organization without the prior written approval of the CITY. The CITY'S data and property in the hands of the CONTRACTOR shall be protected from unauthorized disclosure, loss, damage, destruction by a natural event or another eventuality. The CONTRACTOR agrees to reimburse the CITY for loss or damage of CITY property while in CONTRACTOR'S custody. Such CITY Data shall be returned to the CITY in a form acceptable to the CITY upon the termination or expiration of this AGREEMENT. The CONTRACTOR shall notify the CITY of any security breaches within 24 hours as required by G.S. 143B-1379.

**ARTICLE III – TIME OF BEGINNING AND COMPLETION**

**III.A. PERIOD OF PERFORMANCE**

Work can begin immediately following written Notice of Execution of this AGREEMENT. The work will be completed according to a written schedule mutually agreed upon by the CITY and the CONTRACTOR. The CONTRACTOR will be responsible for implementing and monitoring the schedule.

This AGREEMENT will expire THREE YEARS from the Date of Execution.

This AGREEMENT may be extended up to TWO TIMES, IN ONE YEAR INCREMENTS, if mutually agreed upon by the CITY and the CONTRACTOR.

III.B. **DELIVERABLES**

If additional deliverables beyond the agreed-upon scope of work for the project are required to complete the assignment then a new written amended scope of work will be developed for the additional services. The CONTRACTOR shall notify the CITY's Project Manager as soon as additional services beyond agreed upon scope of work appear to be warranted. The CONTRACTOR must never under any circumstance exceed the approved cost estimate without prior written authorization from the CITY.

No new Work will be issued after THREE YEARS from the date of execution, unless appropriate supplemental agreements are in place.

**ARTICLE IV – COMPENSTATION AND PAYMENTS**

IV.A. **FEEES AND COSTS**

As compensation for the CONTRACTOR services as outlined in ARTICLE I, a maximum fee amount will be established. The maximum fee amount for the services covered under this AGREEMENT shall not exceed \$3,388.05 per month (THREE THOUSAND, THREE HUNDRED EIGHTY-EIGHT DOLLARS AND FIVE CENTS). The contract services will paid in accordance with the prices submitted by the CONTRACTOR and accepted by the CITY, and attached hereto as Attachment "B". The prices accepted for Work will be full compensation for all costs incurred for the duration of the Work.

IV.B. **PAYMENT**

Upon receipt of invoices and appropriate supporting documentation by the CITY, the invoices are payable within thirty (30) days from receipt, provided they have first been approved by the CITY. The City does not agree to the payment of late charges or finance charges assessed by the CONTRACTOR for any reason. Invoices are payable in U.S. funds.

The CONTRACTOR shall pay subcontractors for work performed within seven (7) days after CONTRACTOR receives payment from the CITY for work performed by the subcontractor. This requirement must be incorporated into all subcontractor agreements. Failure to comply with the seven (7) day requirement may cause the CITY to withhold payments to the CONTRACTOR and the CITY may suspend work until the subcontractor is paid.

All invoices shall be directed to: **BUILDING & GROUNDS SUPERVISOR,  
1500 BEATTY STREET, GREENVILLE, NC 27858.**

It shall be the responsibility of the CONTRACTOR and all subcontractors to keep records of all payments requested and the dates received. The CITY may request copies of this information in the form of a report.

## **ARTICLE V - GENERAL TERMS AND CONDITIONS**

### **V.A. TERMINATION**

The CITY may terminate this AGREEMENT at any time upon any of the following grounds:

- V.A.1.        **DEFAULT.** The CONTRACTOR fails to perform any of the services required in this AGREEMENT.
- V.A.2.        **CONVENIENCE.** The CITY may terminate this agreement by giving 30 calendar days written notice. CONTRACTOR shall be paid for services provided up to the date of termination. The CITY shall not be liable to CONTRACTOR for any additional compensation, or for any consequential or incidental damages.
- V.A.3.        **FUNDING.** In accordance with paragraph V.G.14, this agreement shall automatically terminate should funding cease to be available.
- V.A.4.        **FORCE MAJEURE.** This includes but is not limited to any acts of God; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes, lockouts, job actions, or boycotts; shortages of materials or energy; fires; explosions; floods; any curtailment, order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities, including, without limitation any of the foregoing which occur as a result of epidemic or pandemic; changes in laws governing this type of Work of facility; or other unforeseeable causes beyond the reasonable control and without the fault or negligence of the CITY. Reasonable extension of time for unforeseen delays may be made by mutual written consent of all parties involved. Reasonable extension of time for unforeseen delays may be made by mutual written consent of all parties involved.
- V.A.5.        **EXPIRATION.** Upon expiration of this AGREEMENT, this AGREEMENT is terminated, if not extended, in accordance with the terms and conditions of this AGREEMENT.

### **V.B. CONTRACTOR'S RESPONSIBILITY**

- V.B.1.        CONTRACTOR shall perform the Work under this AGREEMENT as an independent contractor and not as CITY's agent or employee.

CONTRACTOR shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees and agents.

V.B.2. The standard of care applicable to CONTRACTOR's performance will be the degree of skill and diligence normally employed by professional CONTRACTORS performing the same or similar services at the time and location said services are performed. CONTRACTOR will re-perform any services not meeting this standard without additional compensation.

V.B.3. CONTRACTOR shall furnish at no cost to the CITY all necessary labor, materials, tools, equipment, superintendence, delivery and perform all necessary services to perform and complete the Work under this AGREEMENT. CONTRACTOR shall be responsible for all travel and related expenses, if necessary.

V.B.4. CONTRACTOR shall be responsible for all federal, state and local taxes incurred, owed or payable as a result of the performance of the Work.

V.B.5. In the performance of the Work under this AGREEMENT, CONTRACTOR shall comply with all federal, state, county and CITY statutes, ordinances, regulations, and rules, which are applicable.

V.C. **INDEMNIFICATION AND INSURANCE**

V.C.1. **INDEMNITY AND HOLD HARMLESS REQUIREMENTS:**

a. To the fullest extent permitted by law, **CONTRACTOR** shall indemnify and hold harmless the City of Greenville, its employees, agents and **CONTRACTORS** against any liability arising out of or in connection with any of the operations or obligations of **CONTRACTOR** including but not limited to any said operations or obligations subcontracted or assigned to a different person or entity from claims, damages, losses, and expenses, including but not limited to attorneys' fees, which is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, caused by acts or omissions of **CONTRACTOR** or anyone directly or indirectly employed by them or anyone for whose acts of **CONTRACTOR** may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a 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.

- b. It is understood and agreed by the parties that the CITY will assume no liability for damages, injury, or other loss to the **CONTRACTOR**, its employees or property, tools or equipment, or to other persons or properties located on CITY facilities resulting from the **CONTRACTOR'S** activities and operations while performing services under this contract. The **CONTRACTOR** shall assume full and complete liability for any and all damages to CITY or private properties caused by or from its activities, operations, and that of its employees, agents, and officers.
- c. **CONTRACTOR** will promptly notify the CITY of any Civil or Criminal Actions filed against the **CONTRACTOR** or of any notice of violation from any Federal or State Agency or of any claim as soon as practical as relates to the services provided. The CITY, upon receipt of such notice, shall have the right, at its election, to defend any and all actions or suits or join in defense.

**V.C.2. INSURANCE:**

The CONTRACTOR agrees to purchase at its own expense insurance coverages to satisfy the following minimum requirements. Work under this contract shall not commence until all insurance required as listed has been obtained. Insurance required shall remain in effect through the life of this contract.

- a. **Workers' Compensation Insurance:** No contractor or subcontractor may exclude executive officers. Workers Compensation must include all employees

Limits:

Workers Compensation: Statutory for the State of North Carolina.

Employers Liability: Bodily Injury by Accident \$1,000,000 each accident.

limit. Bodily Injury by Disease \$1,000,000 policy

employee. Bodily Injury by Disease \$1,000,000 each

- b. **Commercial General Liability:**

Limits:

Each Occurrence: \$1,000,000

Personal and Advertising Injury \$1,000,000

General Aggregate Limit	\$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 **CONTRACTOR**. 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. Additionally, the **CONTRACTOR** must be added as an Additional Insured to the Commercial General Liability policy.

**c. Commercial Automobile Liability:**

Limits: \$1,000,000 combined single limit.

**d. Cancellation:**

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.

**e. Proof of Carriages:**

- i. The **CONTRACTOR** shall provide the CITY with insurance industry standard ACCORD form Certificate(s) of Insurance on all policies of insurance and renewals thereof in a form(s) acceptable to the CITY prior to the commencement of services. Said policies shall provide that the CITY be an additional named insured.
- ii. The CITY shall be notified in writing of any reduction, cancellation, or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.
- iii. All insurance policies shall be issued by responsible companies who are acceptable to the CITY and licensed and authorized to do business under the laws of North Carolina.

V.D. **CORRECTION OF WORK**

The CONTRACTOR shall promptly correct all Work rejected by the CITY as failing to conform to this AGREEMENT. The CONTRACTOR shall bear all costs of correcting such rejected work. Rejected work shall consist of that Work which is deemed ineligible by the CITY's representative.

V.E. **RELATIONSHIP WITH OTHERS**

The CONTRACTOR will cooperate fully with the CITY with other municipalities and local government officials, Federal and state environmental resource and

regulatory agencies, and with any others as may be directed by the CITY. This shall include attendance at meetings, workshops, and hearings and also includes provision of project development, human and natural environmental and engineering information to all parties as may be requested by the CITY. The CONTRACTOR will also cooperate fully with the CITY and other agencies on adjacent projects, as necessary.

V.F.

**NOTICE**

Any notice or communication required or permitted by this AGREEMENT shall be deemed sufficiently given if in writing and when delivered personally or three (3) days after deposit with a receipted commercial courier service or the U.S. Postal Service as registered or certified mail, postage prepaid, and addressed as follows:

**CITY:**

CITY OF GREENVILLE  
P.O. Box 7207  
Greenville, NC 27835  
ATTN: CITY MANAGER

**CONTRACTOR:**

A & B CLEANING SERVICE INC.  
610 B Lynndale Ct  
Greenville, NC 27858  
ATTN: MARVIN MCKESSON,  
PRESIDENT

V.G.

**ADDITIONAL PROVISIONS**

V.G.1.

**TIME IS OF THE ESSENCE**

The parties agree that time is of the essence in the completion of the Work to be performed pursuant to this AGREEMENT.

The CONTRACTOR agrees that all Work shall be executed regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

V.G.2.

**OWNERSHIP OF DOCUMENTS**

If and when applicable, all tracings, documents, technical reports, charts, plans, specifications, photographic negatives, survey notes, computations, and maps and other data or documents prepared or obtained under the terms of the this AGREEMENT shall be delivered to and become the property of the CITY without restriction or limitation on their use. However, in the event of any reuse or alteration of any documents furnished to the CITY, such alteration or reuse shall be at the CITY'S sole risk.

V.G.3. **MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE PROGRAM**

The CITY has adopted an Affirmative Action and Minority and Women Business Enterprise Plan (M/WBE) Program. The CONTRACTOR attests that it also shall take affirmative action to insure equality of opportunity in all aspects of employment and to utilize MWBE suppliers of materials and labor when available.

CONTRACTOR further agrees that in the performance of these services that it will not discriminate in its hiring, employment, and contracting practices with reference to political affiliation, genetic information, sexual orientation, age, sex, race, color, religion, national origin, handicap or disability.

V.G.4. **IRAN DIVESTMENT ACT CERTIFICATION**

The CONTRACTOR hereby certifies that, it is not on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. The CONTRACTOR shall not utilize in the performance of the AGREEMENT any subcontractor that is identified on the Iran Final Divestment List.

V.G.5. **E-VERIFY**

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. The CONTRACTOR represents that the CONTRACTOR and its Subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

V.G.6. **ASSIGNMENT**

There shall be no assignment, subletting or transfer of the interest (including payments) of the CONTRACTOR in any of the work covered by the AGREEMENT without the written consent of the CITY.

V.G.7. **GENERAL COMPLIANCE WITH LAWS**

The CONTRACTOR shall comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations pertaining to the performance of Work under this AGREEMENT.



V.G.8. **AMENDMENTS AND WAIVER**

No waiver, alterations, consent or modification of any of the provisions of this AGREEMENT shall be binding unless in writing and signed by the CITY or his designee.

V.G.9. **PERMITS, LICENSES, AND CERTIFICATES**

The CONTRACTOR is to procure all permits, licenses, and certificates, or any such laws, ordinances, rules and regulations, for proper execution and completion of the Work under this AGREEMENT.

V.G.10. **CHOICE OF LAW AND VENUE**

This AGREEMENT is deemed to be under and shall be governed by and construed according to the laws of the State of North Carolina and the ordinances of the CITY of Greenville. The exclusive forum and venue for all actions, suits or proceedings arising out of or related to this AGREEMENT shall be the North Carolina General Courts of Justice, in Pitt County, or if in federal court, in the Eastern District of North Carolina.

V.G.11. **AUTHORITY TO CONTRACT**

The undersigned hereby certifies that this AGREEMENT is made without prior understanding, agreement, or connection with any corporation, firm, or person who submitted bids for the Work covered by this AGREEMENT and is in all respects fair and without collusion or fraud. As to CONTRACTOR, the undersigned hereby warrants and certifies that they are authorized to enter into this AGREEMENT and to execute same on behalf of the CONTRACTOR as the act of the said CONTRACTOR.

V.G.12. **DISPUTE RESOLUTION**

In the event of any dispute arising out of or relating to this agreement, the affected party shall notify the other party, and the parties shall attempt in good faith to resolve the matter within thirty (30) days after the date such notice is received by the other party (the "Notice Date") prior to exercising their rights under law.

V.G.13. **CONFLICT OF INTERESTS**

- a. CONTRACTOR is aware of the conflict of interest laws of the City of Greenville, of the State of North Carolina (as set forth in North Carolina General Statutes), and agrees that it will fully

comply in all respects with the terms thereof and any future amendments.

- b. CONTRACTOR covenants that no person or entity under its employ, presently exercising any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with the CITY. CONTRACTOR further covenants that, in the performance of this Agreement, no person or entity having such conflicting interest shall be utilized in respect to the Scope of Work or services provided hereunder. Any such conflict of interest(s) on the part of CONTRACTOR, its employees or associated persons or entities shall be disclosed to the City.
- c. CONTRACTOR shall disclose any possible conflicts of interest or apparent improprieties of any party under or in connection with the Legal Requirements, including the standards for procurement.
- d. CONTRACTOR shall make any such disclosure to the City in writing and immediately upon the CONTRACTOR's discovery of such possible conflict. The City's determination regarding the possible conflict of interest shall be binding on all parties.
- e. No employee, agent, CONTRACTOR, elected official or appointed official of the CITY, exercising any functions or responsibilities in connection with this Agreement, or who is in a position to participate in the decision-making process or gain inside information regarding activities, has any personal financial interest, direct or indirect, in this Agreement, the proceeds hereunder, the Project or CONTRACTOR, either for themselves or for those with whom they have family or business ties, during their tenure or for one year thereafter.

V.G.14.

**NON-APPROPRIATION OF FUNDS**

CONTRACTOR acknowledges that funding for this AGREEMENT is conditioned upon appropriation and allocation by the governing body of sufficient funds to support the activities described in this AGREEMENT. By written notice to CONTRACTOR at the earliest possible date, CITY may terminate this AGREEMENT, in whole or in part, at any time for lack of appropriation of funds, or other withdrawal, reduction or limitation in any way of the CITY'S budget, funding or financial resources. Such termination is in addition to the CITY'S rights to terminate for convenience or cause. If this AGREEMENT is terminated for non-appropriation: The CITY will be liable only for payment in

accordance with the terms of this AGREEMENT for Work completed and expenses incurred prior to the effective date of termination. The CONTRACTOR will not be compensated for any other costs in connection with a termination for non-appropriation. The CONTRACTOR will not be entitled to recover any damages in connection with a termination for non-appropriation, including, but not limited to, lost profits. CONTRACTOR shall be released from any further obligation to provide Work affected by such termination; and Termination shall not prejudice any other right or remedy available to the CITY.

V.G.15

#### **RECORD RETENTION**

All records required to be kept on the project shall be maintained for at least five (5) years after final payments and until all other pending matters under the funding for this project have been closed. However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the five (5) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the five (5) year period, whichever is later.

V.G.16

#### **CONFIDENTIALITY**

Proprietary or confidential information ("confidential information") developed or disclosed by either party under this agreement shall be clearly labeled and identified as confidential information by the disclosing party at the time of disclosure. Confidential Information shall not be disclosed to the extent allowable by law by the receiving party to any other person except to those individuals who need access to such Confidential Information as needed to ensure proper performance of the Services.

Neither party shall be liable for disclosure or use of Confidential Information which: (1) is or was known by the receiving party at the time of disclosure due to circumstances unrelated to this agreement; (2) is generally available to the public without breach of this agreement; (3) is disclosed with the prior written approval of the disclosing party; or (4) is required to be released by applicable law or court order.

Each party shall return all Confidential Information relating to this agreement to the disclosing party upon request of the disclosing party or upon termination of this agreement, whichever occurs first. Each party shall have the right to retain a copy of the Confidential Information for its internal records and subject to ongoing compliance with the restrictions set forth in this Section. This Section shall survive termination of this agreement.

V.G.17      **SEVERABILITY**

No waiver of any breach of this agreement shall operate as a waiver of any similar subsequent breach or any breach of any other provision of this agreement. If any provision of this agreement is held invalid by a court of competent jurisdiction, such provision shall be severed from this agreement and to the extent possible, this agreement shall continue without affecting the remaining provisions.

**COUNTERPARTS**

This agreement may be executed in counterparts, and the counterparts, taken together, shall constitute the original.

V.G.18.      **ENTIRE AGREEMENT**

This AGREEMENT, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No other AGREEMENTs, oral or otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or to bind either party hereto.

V.G.19.      **HEADINGS**

The headings of the various Articles and Sections herein are for convenience of reference only and shall not form part of this AGREEMENT or define or limit any of the terms or provisions hereof.

V.G.20      SECTION RESERVED FOR FUTURE USE.

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**SPECIAL PROVISIONS**  
**FEDERAL CLAUSES FOR SERVICES**

In addition to the terms and conditions above, this Agreement shall be subject to the following federal clauses:

**No Obligation by the Federal Government.**

(1) The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**Program Fraud and False or Fraudulent Statements or Related Acts.**

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil

Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the

clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

### **Access to Records**

The following access to records requirements apply to this Contract:

1. Where the City is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the City, the FTA Administrator, the Comptroller General of the States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
2. Where the City which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
3. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
4. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the City, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

### **Federal Changes**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

*2022 Contract for Custodial Services at G.K. Butterfield Transportation Center*

### **Termination for Convenience (General Provision)**

The City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City to be paid the Contractor. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in the manner the City directs.

### **Termination for Default [Breach or Cause] (General Provision)**

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

### **Opportunity to Cure (General Provision)**

The City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) calendar after receipt by Contractor of written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

### **Waiver of Remedies for any Breach**

In the event that the City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the City shall not limit the City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

### **Civil Rights**

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective



employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

### **Disadvantaged Business Enterprises**

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The City's overall goal for DBE participation is 8.39%. A separate contract goal has not been established for this contract.

The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the City. In addition, the contractor may not hold retainage from its subcontractors.

The contractor must promptly notify the City whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform

that work through its own forces or those of an affiliate without prior written consent of the City.

### **Incorporation of Federal Transit Administration (FTA) Terms**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause City to be in violation of the FTA terms and conditions.

### **Suspension and Debarment**

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **Resolution of Disputes**

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Owner. This decision shall be final and conclusive unless

within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the authorized representative of the Owner. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative of the Owner shall be binding upon the Contractor and the Contractor shall abide by the decision. Owner in this Agreement means the City.

Performance During Dispute - Unless otherwise directed by the Owner, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Owner and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree. If agreed, Pitt County Courthouse, in Greenville, NC will have jurisdiction.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]**

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any

*2022 Contract for Custodial Services at G.K. Butterfield Transportation Center*

other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal Contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first written above:

EXECUTED by the CITY this DATE: \_\_\_\_\_

CITY OF GREENVILLE

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**APPROVED AS TO FORM:**

BY: \_\_\_\_\_  
Emanuel 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

Date: \_\_\_\_\_

Account Number 030-05-55-68-000-000-521500

Project Code (if applicable) \_\_\_\_\_

**CONTRACTOR SIGNATURE PAGES FOLLOW –  
TO BE COMPLETED, AS APPLICABLE TO EACH SIGNATORY ENTITY.**

*2022 Contract for Custodial Services at G.K. Butterfield Transportation Center*

**SIGNATURE OF CONTRACTOR – (PROFESSIONAL) LIMITED LIABILITY CORPORATION (COMPANY)**

EXECUTED by the CONTRACTOR this DATE \_\_\_\_\_

\_\_\_\_\_  
Full name of (Professional) Limited Liability Corporation (Company)

\_\_\_\_\_  
Signature of Witness

Marvin McGessow  
Signature of Member/Manager/Authorized Agent  
President  
(Select Appropriate Title Above)

\_\_\_\_\_  
Print or type Signer's name

Marvin McGessow  
Print or type Signer's name

**Attachment A**  
**City's Request for Proposal**

# City of Greenville, NC



## Invitation to Bid

### Custodial Services for G. K. Butterfield Transportation Center 600 South Pitt St, Greenville, NC

**Pre-Bid  
& Site Meeting:**

**October 19, 2021 @ 10:00 A.M.  
G. K. Butterfield Transportation Center  
600 South Pitt St, Greenville, NC**

**Bid Due:**

**October 29, 2021 @ 2:00 P.M.  
Public Works Administration  
1500 Beatty Street, Greenville, NC**

#### Contact Persons:

**Questions regarding the bid package:**

**Mr. Byron Hayes  
Financial Services Director  
Telephone: 252-329-4443  
Email: [bhayes@greenvillenc.gov](mailto:bhayes@greenvillenc.gov)**

**Questions regarding the specifications:**

**Mr. Ross Peterson  
Building & Grounds Supervisor  
Telephone: 252-329-4921  
Email: [rpeterson@greenvillenc.gov](mailto:rpeterson@greenvillenc.gov)**



## INSTRUCTION / INVITATION FOR INFORMAL BID PROPOSAL

An advertisement for sealed bids to provide Custodial Services for the G. K. Butterfield Transportation Center per specifications for the City of Greenville was published electronically in accordance with NC General Statutes. **As stated in such notice, bids will be received until 2:00 P.M. EST, on October 29, 2021.** All bids will be marked with the date and time they are received by reception staff. This is an informal bid so will be submitted to the City. Bids will not be read out loud. Bids will then be evaluated by staff in the following days to ensure the low bidder bid package meets all requirements. A bid tabulation will be available upon request once the contract is awarded to the successful bidder.

The person, firm or corporation making a proposal shall submit it in a sealed envelope addressed to Ross Peterson, Buildings and Grounds Supervisor at the Public Works Administration Building located at the 1500 Beatty Street, Greenville, N. C. 27835, on or before the hour and the day stated above. **The words "Custodial Services for G. K. Butterfield Transportation Center" should be written on the outside of the sealed envelope.**

The Bidder shall insert the required responses and supply all the information, as requested, on the Bid Proposal Request Forms. The prices inserted shall be net and shall be the full cost, including all factors whatsoever. Any bids not submitted on such forms provided will be considered unresponsive.

Sales taxes may be listed on the proposal, but as a separate item. No charge will be allowed for Federal Excise and Transportation tax from which the City is exempt.

Questions regarding any part of this bid shall be directed by email to Mr. Ross Peterson of the Greenville Public Works Department at [rpeterson@greenvillenc.gov](mailto:rpeterson@greenvillenc.gov).

**A pre-bid / site visit will be held at the G. K. Butterfield Transportation Center, located at 600 South Pitt Street, Greenville, NC 27834 at 10:00 A.M. on October 19, 2021.**

No bid may be changed or withdrawn after the time of the bid opening. Any modifications or withdrawals requested before this time shall be acceptable only when such request is made in writing to the Building & Grounds Supervisor.

The City of Greenville reserves the right to reject any and all bids, to waive any informality and to accept the bid it deems most advantageous to the City. Any bid submitted will be binding for 60 days after the date of the bid opening.

It is expressly understood by the bidders that written notice of award by the City will constitute an agreement by the City to consummate the transaction and will serve together with the proposal, the advertisement, these instructions and the detailed specifications, as the entire form of contract between the parties, except in cases where formal contracts are warranted.

Each proposal shall specify delivery time.

Each bidder shall affirm that no official or employee of the City of Greenville is directly or indirectly interested in this proposal for any reason of personal gain.

### **Minority and/or Women Business Enterprise (M/WBE) Program**

It is the policy of the City of Greenville to provide minorities and women equal opportunity for participating in all aspects of the City's contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchase, and professional and personal service contracts. In accordance with this policy, the City has adopted a Minority and Women Business Enterprise (M/WBE) Plan and subsequent program, outlining verifiable goals.

The City has established a 4% Minority Business Enterprise (MBE) and 4% Women Business Enterprise (WBE) goal for the participation of M/WBE firms in supplying goods and services for the completion of this project. All firms submitting bids agree to utilize minority and women-owned suppliers and service providers whenever possible.

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

### **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 because 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, N. C. By submitting a proposal, 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.

### **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 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.

### **IRAN DIVESTMENT ACT:**

By submitting a proposal, the vendor attests that; (i) it is not on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 143-86.58; (ii) it will not take any actions causing it to appear on said list during the terms of this Purchase Order, and (iii) it will not utilize any subcontractor to provide goods and services hereunder that is identified on said list.

## **SPECIAL PROVISIONS**

### **No Obligation by the Federal Government.**

(1) The City and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the City, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

### **Program Fraud and False or Fraudulent Statements or Related Acts.**

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

### **Access to Records**

The following access to records requirements apply to this Contract:

1. Where the City is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 18.36(i), the Contractor agrees to provide the City, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the City which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
3. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
4. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the City, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

### **Federal Changes**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

### **Termination for Convenience (General Provision)**

The City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City to be paid the Contractor. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in the manner the City directs.

### **Termination for Default [Breach or Cause] (General Provision)**

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

### **Opportunity to Cure (General Provision)**

The City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms,

covenants, or conditions of this Contract within ten (10) calendar after receipt by Contractor of written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

### **Waiver of Remedies for any Breach**

In the event that the City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the City shall not limit the City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

### **Civil Rights**

The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining

to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

### **Disadvantaged Business Enterprises**

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The City's overall goal for DBE participation is 8.39%. A separate contract goal has not been established for this contract.

The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

The successful bidder will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the City. In addition, the contractor may not hold retainage from its subcontractors.

The contractor must promptly notify the City whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City.

### **Incorporation of Federal Transit Administration (FTA) Terms**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause City to be in violation of the FTA terms and conditions.

### **Suspension and Debarment**

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:  
The certification in this clause is a material representation of fact relied upon by the City.

If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **ADA Access**

The Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

### **Resolution of Disputes**

*Disputes* - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the Owner. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the authorized representative of the Owner. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative of the Owner shall be binding upon the Contractor and the Contractor shall abide by the decision.

*Performance during Dispute* - Unless otherwise directed by the Owner, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

*Claims for Damages* - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

*Remedies* - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Owner and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Owner is located.

*Rights and Remedies* - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Owner, Architect or

Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]**

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal Contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.



## CERTIFICATION REGARDING LOBBYING

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subContracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

### **Clean Air Act**

- (1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Sect. 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal Assistance provided by FTA.

### **Clean Water**

- (1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sect. 1251 et seq. The Contractor agrees to report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

### **Fly America**

Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

### **Cargo Preference**

Contractor shall: a. use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading.); c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material or commodities by ocean vessel.

### **Energy Conservation**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Sect. 6321 et seq.

**PROPOSAL/SPECIFICATIONS**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Person: \_\_\_\_\_

**This proposal is submitted to furnish complete Custodial services for the following Base Bid and Add Alternates:**

**Base Bid: Provide weekly cleaning services, equipment and supplies to perform all duties listed for G. K. Butterfield Transportation Center**

**Number of Service Days per Week for Base Bid:**

Five (5) days per week: Monday through Friday from 9A.M. until 5:00 P.M.

**Add Alternate 1: Providing same service of Base Bid on Saturdays from 9 A.M. until 5:00 P.M.**

**Add Alternate 2: Cleaning all interior and exterior glass that is not part of the base bid.**

**Number of Services for Add Alternate 2:**

Semi-annual (Spring and Fall)

**Base Bid**

Daily-

- Cleaning and Sanitizing the first floor bathrooms at the end of the morning and afternoon shift
- Cleaning and Sanitizing the second floor restroom during the afternoon shift
- Monitor restrooms throughout each shift for spot cleaning and replenishment of paper products within all facility bathrooms
- Pick up litter within the facility and throughout the facilities grounds as required but thoroughly at least one time per day. This includes sweeping or cleaning up cigarette butts as necessary and emptying the cigarette butt containers as required but at least one time per week.
- Empty all interior and exterior trash and recycling cans as required but at least one time per day with replacement of plastic liners daily. All trash will be deposited in the appropriate facility recycling or refuse roll out carts.
- Cleaning up of any spills as required within the facility or anywhere on the grounds or rights-of-way of the GKBTC facility
- Cleaning and sanitizing all interior or exterior furniture daily including the service counter.

- Sweep, vacuum, or dust mop all floor surfaces as appropriate
- Remove finger prints from woodwork, walls, entrance doors, and partitions
- Wash restroom walls, scrub floors around urinals to remove stains from tile and grout
- Wash and disinfect all drinking fountains
- Remove any graffiti as required
- Sweep or vacuum elevator floors and clean elevator doors
- Clean exterior approach ways, lobby, bus bay area, parking spaces, and entrance mats.
- Wash entrance glass doors interior and exterior glass and surfaces
- Keep custodian closet clean and neat at all times
- Spot clean carpets as required
- Clean and sanitize all kitchen and break room sinks and fixtures
- Clean all microwaves, counters, and tables in break room

Weekly-

- Dust desks, chairs, tables, and other office furniture
- Dust counters, file cabinets, and office equipment
- Dust all ledges and other flat surfaces within reach
- Sweep, dust, and sanitize all stairs, landings, handrails, and baseboards
- Wash all door frames
- Dust all metal hardware throughout facility
- Clean interior glass windows at all offices and inside of exterior glass to the height of 10'
- Clean and sanitize all waste containers
- Clean and polish all bright metal

Monthly:

- Clean pictures and glass frames within the facility
- Dust any high ledges or moldings
- Dust or vacuum air grills

Quarterly:

- All non-carpeted floors are to be machine scrubbed and appropriate wax or other floor treatment reapplied

**Add Alternate 1**

Provide the Daily cleaning service described above on Saturdays. The hours of service would be 9am to 5pm.

**Add Alternate 2**

Semi-annually

- Washing all interior and exterior glass that is not part of base bid. Ensuring flooring is protected and that any residue from washing is clean off of any surfaces that may be affected by washing.

**TERMS:**

Contractor shall furnish all labor, cleaning supplies, materials (paper products, garbage/trash liner bags, soap for dispensers and equipment necessary to perform all duties.

Service shall be in effect for a three (3) year period with the option of continuing two (2) additional years in one (1) year increments by written agreement of both the City and Contractor. However, the service may be terminated in its entirety by either party at any time provided that a written notice of at least thirty (30) days prior to the desired date of termination.

**CONDITIONS:**

The conditions listed on Attachment "A" are accepted. Compliance with these conditions is required as part of this agreement.

**PRICE:**

The price set forth below is based on the present wage scales and other benefits affecting the locality, the present areas serviced, and the frequency of work. We will perform the service as outlined in a reliable manner for the sum of

Base Bid	\$ _____	per month.
Add Alternate 1	\$ _____	per month.
Add Alternate 2	\$ _____	per one time service.

Acknowledge of Addenda's: Number of Addenda \_\_\_\_\_

Signature \_\_\_\_\_

**BIDDERS QUESTIONAIRE:**

The undersigned guarantees the truth and accuracy of all statements and answers therein contained:

1. Describe your plan for performance of the custodial contract work? (Use an attached sheet)
  
2. How many employees do you plan to utilize to complete this contract? \_\_\_\_\_

\_\_\_\_\_  
Signature of Contractor

\_\_\_\_\_  
Date of Proposal

ATTACHMENT A

INSTRUCTIONS TO CONTRACTORS

Proposal to Provide Custodial Services  
G. K. Butterfield Transportation Center  
Greenville N.C.

1. The Contractor shall have in place for the life of this contract public liability and property damage insurance as 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 additional insured on all coverage. All insurance must be maintained during the duration of the contract.
2. Contractor is to provide verification to the City that the Contractor's employees working at these locations are bonded, and worker's compensation insurance coverage for all employees of the Contractor is provided.
3. It is expressly understood by the Contractor, that after a written notice of award by the City, a contract will be required to be entered into with the City and will serve together with this proposal, these instructions, and any detailed specifications as the entire form of contract between the parties.
4. The Contractor, by offering a proposal, affirms that no official or employee of the City is directly or indirectly interested in this proposal for any reason of personal gain.
5. Sales taxes may be listed on the proposal, but as a separate item. No charge will be allowed for Federal Excise and Transportation Tax from which the City is exempt.
6. If the Contractor is unable to give a proposal for any reason, please send a letter of explanation or an email addressed to [rpeterson@greenvillenc.gov](mailto:rpeterson@greenvillenc.gov).
7. Questions regarding any procedure for submission of a proposal for Custodial services shall be directed to Ross Peterson, at [rpeterson@greenvillenc.gov](mailto:rpeterson@greenvillenc.gov) by Friday, October 22, 2021 at 5:00 p.m.. Answers will be provided in an addendum posted on City web site and email to those that were present at pre-bid by Tuesday, October 26, 2021 at 5:00 p.m.. Acknowledgment of addendum must be marked on bid page.
8. By accepting the City's award of the contract to provide Custodial service in these facilities, the Contractor attests that it is in compliance with all items listed in the bid/proposal instructions. Further, 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.
9. Contractor shall maintain a copy and provide the City a copy of SDS sheets for all chemicals in a book labeled SDS utilized in this Custodial contract work and kept in the custodial closet. SDS shall be updated yearly or at any time a chemical is changed.
10. Contractor must comply with all OSHA requirements associated with the work within this contract.

11. It is expected that work would begin no earlier than December 1, 2021. However, such starting date is subject to change based on time needed to finalize the contract or the need for City Council approval.
12. No work will be performed at any time without proper supervision. Names and experience of supervisors shall be provided.
13. All Custodial work must be performed between the hours of Monday through Friday from 9 A.M. until 5:00 P.M. and if awarded, Saturday from 9 A.M. until 5:00 P.M.
14. Contractor shall provide a list of the five (5) most recent Custodial contract references.
15. Use of smoking materials and tobacco products is prohibited in all City of Greenville buildings.
16. 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 must be corrected immediately.
17. The City reserves the right to add or delete similar items/services specified in the proposal as requirements change during the period of the contract. Prices for items/services to be added/deleted from contract will be mutually agreed to by the City and the Contractor. A contract amendment will be issued for each addition or deletion.
18. The Contractor shall be responsible for any lost keys, card keys, and inherent damages (i.e. re-keying of facility). This cost shall be withheld from payment(s).
19. The Contractor's employees are not to be accompanied in their work areas on the premises by acquaintances, family members, assistants, or any other person unless said person is an authorized working Contractor employee.

**City of Greenville  
Invitation to Bid  
Custodial Services – G K Butterfield Transportation Center**

**Addendum No. 1**

<b>Project Name: Custodial Services – G K Butterfield Center</b>
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<b>Prepared By: Ross Peterson</b>
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<b>Date: October 26, 2021</b>
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**General Questions, Clarifications & Requirements:**

- Q; Is there a minimal pay requirement mandated by Federal Law above the minimal pay wage?**
- A; In regards to services, there is not a minimum federal wage other than current minimum wage set by U.S. Labor law.**
- Q; What is the last bid on this contract?**
- A; Please see attached bid tab**
- Q; Will bids be accepted via email?**
- A; No, bid shall be submitted as indicated in the bid document.**
- Q; On the pricing page “Add Alternate 1”, do you want a price for just one day (Saturday) or a combined cost for 6 days?**
- A; One day (Saturday)**

**End of Addendum #1**



**Attachment B**  
**Respondent's Bid Proposal, Including Fees Accepted By City**

A&B CLEANING SERVICE INC  
610 B LYNNDAL COURT  
GREENVILLE, NC 27858  
252-752-7222 (O)  
252-364-8703 (F)

Date: 10/29/2021

Subject: Invitation to Bid: Custodial Services for G.K. Butterfield Transportation Center

Dear: Purchasing Department

A&B Cleaning Service Inc. hereby transmits this proposal in response to the Invitation for Bid. This letter is A&B Cleaning Service Inc., formal offer to perform the project described. A&B Cleaning Service Inc., agrees to be bound by all the provisions and will comply with all of the requirements stipulated.

A&B Cleaning Service Inc., will provide the necessary equipment, supplies and manpower as required by the Scope of Services stated in the Invitation to Bid. As the Service Provider we will utilize Area Managers, On-Site Project Managers, Supervisors and Crew Leaders that will supervise all activities of daily cleaning/janitorial staff.

A&B Cleaning Service Inc. is pleased to offer our services to provide janitorial services to City of Greenville, NC. We have been providing janitorial services for over 25 years and have an extremely satisfying track record in meeting the needs of the customer. A&B Cleaning Service Inc. has acquired the necessary resources and manpower to meet and exceed the requirements stated in the Invitation to Bid. We look forward in developing a long-term relationship with the City of Greenville of North Carolina.

Sincerely,

James McKesson

 10/26/21

A&B CLEANING SERVICE INC  
 610 B LYNNDALE COURT  
 GREENVILLE, NC 27858  
 252-752-7222 (O)  
 252-364-8703 (F)

TITLE PAGE

<b>OFFEROR'S LEGAL NAME/AUTHORIZED REP:</b>  A&B CLEANING SERVICE INC JAMES MCKESSON	<b>ADDRESS:</b>  610 LYNNDALE COURT #B GREENVILLE, NC 27858	
<b>PHONE NUMBER:</b>  252-752-7222	<b>FAX NUMBER:</b>  252-364-8703	<b>E-MAIL ADDRESS:</b>  aandbcleaning113@msn.com
<b>HOME OFFICE LOCATION:</b>  GREENVILLE, NC	<b>DATE ESTABLISHED:</b>  1993	<b>OWNERSHIP:</b>  CORPORATION
<b>INCORPORATED DATE:</b>  1993	<b>WHERE INCORPORATED:</b>  North Carolina	<b>FEIN#</b>  20-8275041
IN RESPONSE TO INVITATION TO BID: "CUSTODIAL SERVICES FOR G.K. BUTTERFIELD TRANSPORTATION CENTER"		

A&B CLEANING SERVICE INC  
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## FIRM EXPERIENCE AND CAPABILITIES

A&B Cleaning Service Inc. has provided quality janitorial service for over 25 years. Through customer and employee feedback, corporate adaptation to new technology/procedures and utilization of our customer service driven management team; A&B Cleaning Service Inc. has identified ways to customize cleaning services to the specifications of each customer and still maintain the best value for your cleaning investment.

A&B Cleaning Service Inc. mission/philosophy is to *“build enduring relationships with our customers while providing exceptional, cost-efficient services to achieve total customer satisfaction by consistently delivering top quality commercial cleaning services in an environmentally sound, completely trust worthy, and professional manner”*.

A&B Cleaning Service Inc.

- **Employee 200+ employees**
- **Incorporated in North Carolina---Established in 1994**
- **Licensed in states: Maryland, North Carolina, South Carolina, Tennessee and Virginia**
- **Corporate office located in Greenville, NC—Direct point of Contact Marvin McKesson  
252-752-7222**

At A&B Cleaning Service Inc., we take pride in developing and maintaining lasting relationships with business partners like you. Our staff brings a wealth of proven experience and management in operating facility support and custodial contracts.

We are certified by the State of North Carolina and also certified as a minority-owned and operated business. We distinguish ourselves with an exceptional combination of Industry expertise and knowledge, gained through many years of experience. Our cleaning ability has created a winning combination of outstanding and completely guaranteed facility maintenance services.

A&B Cleaning Service Inc. has provided complete and professional janitorial services to approximately 3.0 million square feet of commercial and government office space. Our customer base includes commercial properties, manufacturing and industrial facilities, educational institutions, medical office buildings, retail stores, academic institutions as well as federal, state, county and city facilities.

**Our corporate office located in Greenville, North Carolina** is designed to support a wide range of administrative duties. Our home office is staffed to provide personnel and payroll administration, purchasing and logistics, technical research, contract administration and invoicing, regulatory compliance, quality control, safety guidance and research, environmental standards. A&B Cleaning Service Inc.

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endeavors to stay ahead of the trends, innovations, and standards that constantly evolve within the industry.

A&B Cleaning Service Inc. is an integrated part of every customer's organization - your goals become our goals. We provide cleaning services as a customer's representative. Due to our proactive approach, the facility will receive additional services as a result of our frequent quality inspections, and immediate response to your cleaning requests - creating satisfied employees.

## TEAM/FIRM EXPERIENCE

A&B Cleaning Service Inc. Notable Current Clients:

- Provide custodial services at the North Carolina Stat Laboratory of Public Health (NCSLPH) located in Raleigh, North Carolina---total square footage 167,883
- **Perform janitorial services for the Commonwealth of Virginia—Department of Forensic Science: Facilities consist of office space and Forensic laboratories Square footage—316,000---Serviced for 4.5 years**
- **Provide janitorial services for the City of Knoxville, Tennessee----perform janitorial services at the Knoxville Police Department---Serviced for 2 years**
- **Provide janitorial services to the City of Wilson, North Carolina---municipal buildings totaling 100,000+ square feet. Serviced started January 2019**
- **Perform custodial services for the City of Charleston---totaling over 220,000 square feet of municipal building, fire stations, police HQ and police substations.**
- **Beaufort County, South Carolina totaling over 518,000 sq feet---Provided janitorial services for 50+ municipal buildings throughout Beaufort County. Serviced since 2014**
- Provide custodial services for Vidant Health Care facilities located in Eastern North Carolina. Serviced since 2013
- 20 year contract to provide services for the 160,000 square foot VA Medical Facility located in Greenville, NC. A&B Cleaning Service will serve as the Property Manager in charge of services such as janitorial, grounds keeping and building maintenance. Serviced since 2012
- **Currently provide janitorial services municipal buildings located in Lenoir County that total 500,000 square feet. Serviced since 2006.**
- Provide custodial services for Wake County---Eastern District facilities totaling over 500,000 square feet---facilities include Public Health, DSS facility, EMS....etc

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**MANAGEMENT AND KEY PERSONNEL**

NAME	TITLE	PHONE NUMBER	EMAIL
MARVIN MCKESSON	PRESIDENT	252-752-7222 252-258-4649	aandbeleaning113@msn.com
LITTIA MCKESSON	VP	252-752-7222	mcmlt@msn.com
JAMES MCKESSON	OPERATIONS MANAGER	919-525-4428	mckessonj@yahoo.com
ALICIA MCKESSON	PAYROLL	252-752-7222 252-367-6766	aliciamckesson86@gmil.com
JERONIMO DOMINGUEZ	AREA MANAGER	252-258-1757	jeronimodominguez@gmail.com
TREVOR TERRY	SUPERVISOR	984-500-7341	trevorterry252@yahoo.com
KARENE CORPENING	AREA MANAGER	919-867-8516	kareneingram757@gmail.com

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SCOPE OF WORK CHECKLIST

ALL SPECIFICATION FROM IFB#16-CW22724 SECTION "GENERAL SPECIFICATIONS" WILL BE IMPLEMENTED INTO THE "DAILY CHECKLIST" SHOWN BELOW. COPIES WILL BE PLACED IN EACH JANITOR CLOSET. ALL EMPLOYESS WILL FAMILIARIZE THEMSELVES WITH THE "SCOPE OF WORK" AND WILL BE REQUIRED TO SIGN OFF ON THE CHECKLIST EACH DAY/NIGHT INDICATIING THAT THE TASK HAVE BEEN PERFORMED

TASK TO BE COMPLETED	DAILY	WEEKLY	MONTHLY	BI-MONTHLY	C
<b>DAILY CLEANING</b>					
EMPTY ALL TRASH CANS AND REPLACE ALL LINERS	X				
REMOVE ALL MATERIALS MARKED "TRASH"	X				
CLEANUP TRASH/PAPER/LITTER..DEPOSIT IN DUMPSER	X				
SWEEP ALL UNCARPETED FLOORS AND MATS/CARPETS THOROUGHLY VACUMMED	X				
CLEAN AND SHINEA LL CHROME FIXTURES	X				
SPOT CLEAN GLASS SURFACES TO INCLUDE ENTRANCE AREAS/GLASS PARTITIONS	X				
SWEEP OUTSIDE ENTRANCES/SIDEWALKS/PORCHES/STEPS/RAMPS	X				
CLEAN UP DEBRI OUTSIDE OF BUILDING	X				
WASH/SPOT CLEAN ALL WAL LSWOODWORK/SWITCH PLATES/LEDGES..ETC	X				
ATTEND TO SPECIAL CLEAN UP AREAS AS NEEDED	X				
VACUUM AND SPARY/WIPE CLEAN ALL ELEVATOR DOOR TRACKS	X				
GYM FLOORS ARE TO BE SWEPT/MOPPED DAILY	X				
<b>RESTROOMS</b>					
REPLENISH ALL RESTROOM SUPPLIES	X				
SWEEP FLOOR/WET MOP WITH DISINFECTANT CLEANER	X				
WASH/SANITIZE TOILETS SEATS AND URINALS	X				
CLEAN SINKS	X				
WIPE AND POLISH ALL CHROME SURFACES/MIRRORS	X				
DUST AND/OR WASH WALLS/LEDGES/GRILLS/ PARTITIONS	X				
EMPTY ALL TRASH CANSS	X				
DEODORIZE/DISINFECT ALL TRAPS/DRAINS/TOILETS/URINAL	X				

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**PRODUCT, MATERIALS, SUPPLIES & EQUIPMENT**

<b>NAME</b>	<b>BRAND</b>	<b>DESCRIPTION</b>
Pullman-Holt Model S-20F Sterling Floor Machine - 20"	INSCO	LOW SPEED FLOOR BUFFER
Tennant 1610 Dual Technology Carpet Cleaner - 21 Gal.	INSCO	CARPET EXTRACTOR
HEPA FILTER VACCUMS	CLEAN MAX	VACUUM CLEANER
CARPET BONNET	VARIOUS BRANDS	BONNET—USED WITH ROTARY MACHINE TO CLEAN CARPET
ADVANCE BACKPACK VACUUM 10 QT	ADVANCE	VACUUM CLEANER
FLOOR/CARPET SWEEPER	RUBBERMAID	SWEEP FLOORS
ADVANCE WALK BEHIND SCRUBBER 20 INCH		AUTOMATIC FLOOR SCRUBBER
ALUMINUM 6' LADDER	COSCO	EXTEND TO REACH HIGH CLEANING OR CHANING LIGHT BULBS
DECK BRUSH	RUBBERMAID	SCRUBBING OF FLOORS...GROUT/TILE/ETC
PERFECT HIGH SPPEED BURNISHER		POLISHES NON CARPET FLOORING
<b>*WET DRY VACUUM</b>	NOBLES	EXTRACT WATER FROM FLOORING
UNGER WINDOW CLEANING KITS	UNGER	WINDOWING CLEANING
<b>*WINDSOR PORTABLE AIR DRYER</b>	WINDSOR	DRY FLOORS---
RUBBERMAID BUCKET WRINGER/COMBO	RUBBERMAID	USED FOR MOPPING FLOORS
RUBBERMAID JANITOR CART WITH BAG	RUBBERMAID	TRANSPORT CLEANING SUPPLIES
EXTENDABLE DUSTERS	UNGER	USED FOR HIGH DUSTING
BROOMS/DUST PANS	RUBBERMAID	SWEEP OF DEBRI FROM FLOOR SURFACES
MOP STICKS/MOPS	RUBBERMAID	MOPPING OF FLOOR
MICROFIBER DUST MOPS (COLOR CODED)	MEMBERMARK (SAMS CLUB)	WIPING DOWN OF FLAT SURFACES
GOGGLES/GLOVES		PPE—PERSONAL PROTECTIVE EQUIPMENT
SQUEEGEES (WINDOW)	INSCO	WINDOW CLEANIING TOOL
VICTORY ELECTROSTATION SPRAYER	VICTORY	USED TO DISINFECT/SANITIZE FOR COVID-19



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SUPPLIES	BRAND	
SUSTAINABLE EARTH 2 PLY JUMBO/. TOILET PAPER	SUSTAINABLE EARTH	
PRESERVE UNIVERSAL ROLL TOWELS	PRESERVE	
PRESERVE MULTIFOLD TOWELS	PRESERVE	
DISPOSABLE SANITARY BAGS		
HEALTH GUARD—1/2 FOLD SEAT COVERS	HEALTH GUARD	
WHITE PERAL HAND SOAP		
TRASH LINERS (VARIOUS SIZES)		
SUSTAINABLE EARTH ALL PURPOSE CLEANERS	SUSTAINABLE EARTH	
ODOBAN DISINFECTANT DEODORIZER	ODOBAN	
BUCKEYE E23 ECO NEUTRAL DISINFECTANT	BUCKEYE	
SUSTAINABLE EARTH GLASS CLEANER	SUSTAINABLE EARTH	
SUSTAINABLE EARTH RESTROOM CLEANER	SUSTAINABLE EARTH	
VIREX II 256---EPA APPROVED AGAINST COVID-19	DIVERSEY	
NABC NON ACID BATHROOM CLEANER	SPARTAN	
FLOOR STRIPPER	INSCO	
FLOOR WAX	INSCO	
GLASS CLEANER	SUSTAINABLE EARTH	
STAINLESS STEEL CLEANER	COASTWIDE PROFESSIONAL	
NON-ACID RESTROOM CLEANER	BRIGHTON PROFESSIONAL	
ZEP HIGH TRAFFIC CARPET CLEANER	ZEP	
CARPET ENZYME	FABPRO	

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## “QUALITY CONTROL PROCEDURES”/APPROACH

A&B Cleaning Service Inc. provides each customer with our customer driven **Quality Control Program**. It is the goal of our company to provide a management tool to maintain accountability and monitor progress. The **Quality Control Program** consists of personal on-site visits by A&B Cleaning Service Inc. supervisors to allow our management staffs the opportunity to inspect the site being serviced as well as discuss any concerns or questions. In addition, A&B Cleaning Service provides on-site correspondence log books/daily checklist to allow for communication with the on-site staff and janitorial supervisors confirming frequencies of work have been completed.

A&B Cleaning Service Inc. is committed to providing cutting edge service and our Quality Control Program allows us to control and monitor our progress as well as our customers' complete satisfaction.

A&B Cleaning Service's QCP (QUALITY CONTROL PROGRAM) consists of the following three core components:

*Quality Measurement* – A&B Cleaning Service Inc. uses a “tiered” approach to measure quality. Various levels of inspections occur by different stakeholders to ensure our customers are receiving the best in customer care and service. The following approaches with different degrees of formality are employed.

*QCP begins with the employee* – During training, each employee goes through a step-by-step process of defining each task associated with their responsibility. The checklists used by the employees are the same checklists used by the other stakeholders responsible for quality assurance. Expectations are clearly understood and employees are instructed to check their work to ensure it is done to standard.

*On-Site Supervisor Inspections* – Informal daily/nightly inspections are performed by the On-Site Supervisor. On-Site Supervisors are responsible for inspecting each customer premise to ensure cleaning standards are being met. They are responsible for OTJ (ON THE JOB TRAINING) and remedial training.

*Area Manager* – The Area Manager will be visiting (randomly and unannounced) each customer premise to ensure staff is working safely and effectively on a monthly basis. He/she will be touring and inspecting the work being done to ensure service delivery is meeting or exceeding customer expectations.

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*Performance Evaluators* – The Quality Control Scorecard is the main tool used for quality measurements. Each location serviced is tracked on a Monthly QC Report to ensure a positive trend and consistency. The primary feedback medium is the weekly performance evaluation meeting where management teams (QC, Supervisors, and Managers) meet to review and discuss progress on each account (based on quality control scorecards and other relevant key indicators). As previously mentioned, any weaknesses in training, supervision, resources, or personnel are quickly escalated and resolved before they become problematic.

Performance Evaluation Tools:

- ❖ Monthly Complaints/Reports
- ❖ Smart Insect---(Computer Based Quality Control System)
- ❖ Daily Check-Off List
- ❖ Customer Surveys
- ❖ Physical Walk-thru of Facilities with Customer
- ❖ Quarterly Safety Report

***Quality Assurance Inspection Report***

Our inspection report is used by management to review the quality of our work. This inspection can be performed monthly, quarterly and annually. This assures the quality of our work and gives us the opportunity to communicate with our customers and cleaners. See below for an example of our inspection report. Because each facility is unique, your facility will receive a customized inspection report to fit the needs of your facility.

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**DAILY CHECK-OFF LIST—USED DAILY/NIGHTLY---ENSURE TASK ARE COMPLETED**

Entrance ways	Frequency	Custodian Comments	Comments/Actions Needed
Matt, Sweeping, Vacuuming			
Glass, Metal surfaces			
Corners			
Dusting			
Spot Cleaning			
Fixtures			

PLAN OF WORK---SCOPE OF WORK CHECKLIST  
 ALL CLEANING TASK AND FREQUENCIES WILL BE INCORPORATED IN THE SCOPE OF WORK CHECK LIST  
 PER THE SPECIFICATION OUTLINED "TECHNICAL PROVISIONS".

<b>SITE:</b>		<b>WEEK STARTING:</b>						
<b>CLEANED BY:</b>		<b>DATE SIGNED:</b>						
<b>SIGNATURE:</b>		Mon	Tue	Wed	Thu	Fri	Sat	Sun
Remove rubbish and replace bin liners								
Vacuum all carpets and mats								
Vacuum all hard floors								
Vacuum under all cushions								
Dust all horizontal surfaces of desks, chairs, tables and other furniture								
Damp wipe all horizontal surfaces with disinfectant								
Mop all hard floors with disinfectant								
Remove cobwebs from front entry and immediate surrounding areas								
Remove fingerprints and marks from around light switches and door frames								
Clean automatic glass doors inside and out								
Spot clean all glass								

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<b>SITE:</b>										
<b>CLEANED BY:</b>				<b>WEEK STARTING:</b>						
<b>SIGNATURE:</b>				<b>DATE SIGNED:</b>						
Polish all brass and bright work (including strip on entrance floor)										
Spot clean walls and painted surface										
Collect all rubbish, papers, bottles etc. from front entrance and between buildings										
Ensure all areas are clean & arranged in a tidy fashion prior to leaving										
<b>TOILET &amp; BATHROOM AREAS</b>				Mon	Tue	Wed	Thu	Fri	Sat	Sun
Stock toilet tissue, hand towels, facial tissues and hand soap										
Empty rubbish bins and wipe if needed and replace bin liners as required										
Clean and polish mirrors										
Wipe hand towel cabinet covers/hand dryers										
Wipe down door sills – remove all dust										
Toilets and urinals to be cleaned and disinfected on both sides and disinfected/sanitized and wiped dry										
Clean and sanitize all basins. Polish all bright work to basins										
Dust partitions, tops of mirrors and frames										
Remove splash marks from walls around basins										
Mop clean restroom floors with disinfectant										
				Mon	Tue	Wed	Thu	Fri	Sat	Sun

A&B Cleaning Service Inc. also supports weekly, bi-monthly, monthly, and/or quarterly performance evaluation calls with clients to review goals, issues, work orders, future initiatives, and current needs. Current financial needs and expectations of the client will be addressed at this time. Our Managers and Account Representatives are dedicated to providing the best in customer care

Our Quality Control Program is the #1 way to ensure your facility continues to look great and remain clean each and every day. We provide a Quality Control Program for all of our facilities, and through on-site inspections of your facility, regular visits with our site contact, and a proactive approach to issues before they arise: we are able to eliminate janitorial concerns.

**“ACCOUNTABLE FOR SERVICE PROBLEMS AND FAILURES”/CALL-IN COLLECTION PROCEDURES**

We aim for our customers to have very positive experiences when they come into contact with our organization and we pride ourselves on the very high level of customer retention that we have achieved over the last 20 years.

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- providing continuous effective staff training
- being clear, open and honest about the services that we offer so that customers know what they can expect when they do business with us (please see our customer service charter)
- regularly seeking feedback from our customers and using this information to improve our services and product
- keeping track of complaints and analyzing them so that we can prevent problems re-occurring
- responding to complaints in a fair, open and honest manner
- regularly measuring the customer service that we are providing

If you are not happy with the service you have received, We DO want you to let us know. The sooner we find out that something is wrong, the sooner the issue can be resolved.

If you have a complaint, we suggest that you speak to our friendly staff to see if we can resolve the problem for you quickly

We aim to resolve most issues at the point of contact and we provide our staff with training to enable them to do so.

However if our front-line staff are not able to resolve your issue, they will refer you to a more senior decision maker. If not immediately available, a decision maker for the area that you are complaining about will contact you within 24 hours by email, telephone or visit the site to acknowledge your complaint.

A&B Cleaning Service Inc. treats all complaints seriously and confidentially your complaints will be handled in a courteous, prompt and straightforward manner. We will investigate your complaint fully, and provide a substantial response. Were we are required to make a site visit in order to resolve your complaint, we will agree a mutually convenient time with you.

A&B Cleaning Service Inc. complaint policy includes but not limited to the steps listed below:

### **Step 1**

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When the client complains, you need to take the matter seriously and deal with it appropriately. Listen carefully to the person making the complaint. You need to ensure that they give you all the correct information.

### **Step 2**

It may be better to take the matter to the supervisor, especially if the complaint is about a staff member. Details need to be accurate. All information about the complaint should be documented to ensure that the information remains consistent.

### **Step 3**

Depending on the type of complaint it may be sufficient that the supervisor listens and deals with the issue with the client.

For quality assurance the documentation of the complaint will be noted and records kept of the action taken.

### **Step 4**

Where the issue is not able to be dealt with at the supervisor level the manager of the section may be involved in the issue. They may discuss the matter with the client to resolve the issue.

### **Step 5**

Where a number of complaints about the same issue are received, the quality assurance section may implement an action plan to investigate and improve an area.

### **Step 6**

Evaluation on the issue is undertaken at a predetermined date to ensure that improvement has occurred.

### **“EMERGENCY CLEANING PROCEDURES”**

A&B Cleaning Service Inc. maintains a 24/7 line of communication between customers, Project Managers and Management for prompt response to special situations. We strive to respond to emergencies immediately, so we also offer a guaranteed 90-minute emergency reply!

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In case of an emergency at your facility, our expert personnel will contact your designee and follow the emergency procedures that have been prescribed for the facility. This centralized message center demonstrates our commitment to efficiency, responsiveness, and quality.

Your call will be answered by one of our team members to ensure an immediate response to your emergency service needs. We provide peace of mind now so it doesn't have to wait until morning. Our mission is to serve our customers with character, competence, compassion and communication.

Our vision is to provide the highest level of service and value to each of our customers through technology, education and leadership. We treat people the way we would want to be treated and repair their home as though it were our own home.

#### **“TRAINING PLANS AND PROCEDURES”**

All personnel including supervisors and management involved in the daily operations are required to complete a Janitorial Safety Training Program. A program designed specifically for business owners and managers who need to train janitorial employees working alone or in small teams to clean buildings.

***Training falls into 4 basic categories:***

- ❖ Initial training
- ❖ On-Site Training
- ❖ Safety Training
- ❖ ON-Going Training

#### ***Initial Training***

Initial training starts with series of video training/classroom instruction during the initial orientation process. Areas/topics covered during training process includes but not limited to:

- ❖ Bathroom Cleaning
- ❖ Office/Classroom Cleaning
- ❖ Proper use of equipment/chemicals
- ❖ Maintenance of Flooring----Stripping and Finishing/Carpets Care
- ❖ Company Policies

#### ***On-Site Training (SITE-SPECIFIC)***

Site-Specific Training is conducted by A&B Cleaning Service Inc. after an assignment to our customers' site, and prior to commencement of work. Site-Specific Training customizes elements of the general



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training to meet the specific needs of the customers' site. In this training, employees learn all the unique procedures and sequences of task required at a particular site.

### ***Safety-Training***

Employees received general safety training which covers safety on the job, lifting, falls and chemicals. Topics covered during Safety-Training include:

- ❖ Chemical hazards/SDS Awareness
- ❖ Electrical Hazards
- ❖ Blood Borne Pathogen Training/Awareness
- ❖ Ergonomic Hazards
- ❖ Planning for Emergencies
- ❖ Robberies/Assaults
- ❖ OSHA regulations

### ***Continuing Education Training***

All A&B Cleaning Service Inc. personnel are required to attend Continuing Education training. As part of the Continuing Education program, Semi-Annual Refresher Training is conducted either on-site or in-class, off-site. The objective of "Continued Education Training" is to reinforce the habits already acquired and to adjust, or revise procedures so as to comply with the latest standard.

## **"SECURITY PLANS AND PROCEDURES"**

At A&B Cleaning Service Inc. our hiring practices are some of the strictest in the industry. We care who puts on that A&B Cleaning Service uniform and represents our company. More importantly, we care who goes into your business! We don't hire every person who applies at our company like some competitors do. We have a list of high priority hurdles they must pass to be employed at A&B Cleaning Service Inc. before they even start the training process.

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1. *Background Check. All potential hires must go through a background check before they can be considered for employment: Provided by Lexis Nexis, Man Power Services, US Criminal Check Inc.*

2. *Drug screening ---LabCorp*

3. *All employees must be uniformed. Employees must wear A&B Cleaning Service uniforms at all times while working. No jeans or ripped clothing.*

4. *Security badge with picture & employee number along with level of position so our customers know who is who at all times.*

5. *All employees must be certified in job safety practices.*

6. *All employees must be certified in several areas of cleaning and practicing the latest techniques.*

A&B Cleaning Service Inc. has established a security policy for the protection of our clients and our employees. Compliance with the following steps is required:

- Employees must keep all doors locked within their assigned work area.
- In accordance with the instruction sheet provided, employees must check and secure all doors at the beginning and at the end of their shift.
- Report any strange or out of the ordinary activities to your supervisor immediately. If you cannot reach your supervisor, call the office at once without delay.
- Never lock or unlock a secured door for anyone. Remember: If they have a right to be there, they will have a key of their own.
- Leave all personal possessions at home/in your automobile. Do not bring
  - IPods or any personal devices other than cell phones to work with you. Your cell phone is to be used for emergencies only.

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- Do not remove anything from the building that is not yours. Items found in the trash are to remain in the trash. Removing even the smallest item, such as a pencil, will not be tolerated, and is grounds for disciplinary action.

#### **KEYS/BUILDING SECURITY**

Considering the safety of all facilities and staff to be a priority and a serious issue. This policy is designed to control access to district buildings, as well as in the building, thereby enhance overall security as well as promote accountability and prevent loss of property. In conjunction with a key policy, a key replacement cost will be established for all lost keys.

#### **Distribution of Keys**

1. **Issuing Authority** – Project Manager or designee will authorize the issuance of individual keys to custodial personnel.

2. **Who is Authorized Specific Keys** – Access will be given only to the areas where need can be demonstrated. The Key Receipt and Agreement form will be completed by each employee issued keys. This shall be kept on file under the supervision of the Project Manager or designee.

3. **Keys May Not be Left Unattended** – All keys issued on a "permanent" basis should be retained at all times by person to whom issued. Practices such as leaving keys on desks, loaning of keys, etc. shall not be allowed.

4. **Lost or Stolen Keys** – Any person losing a key(s) must notify the Director of Operations and Project Manager or Department Administrator immediately to ensure against any compromise in the system. Notification should be made by telephone, e-mail, or in person.

5. **Keys are Not to be Loaned to Unauthorized Personnel** – To protect the integrity of assigned areas, no issued key may be loaned or signed out to anyone not previously authorized by the Project Manager or designee.

A key inventory shall be maintained for each building in a key logbook. All keys shall be lettered and numbered. All keys (upon approval) shall be issued from this logbook. A key audit shall be performed periodically.

#### **Terminated Employees**

Any person terminating employment will immediately turn in all keys to the Project Manager.

#### **Policy Violation**

Any person(s) found to have violated this policy will be subject to disciplinary action.

#### **"EMPLOYEE RETENTION AND BENEFITS"**

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A&B Cleaning Service Inc. understands hiring the right employee is not an easy proposition. You invest significant time and resources in the process. The longer employees stay with the company, the more they comprehend your vision and process, the more they have to contribute and the more effective they are at serving as an example for the rest of your staff. It is essential to take measures to increase employee retention rates to build a strong, loyal, dependable team of top performers.

The following is a list of strategies used to promote "Employee Retention"

1. **Hire the right people**

Define the role clearly—both to yourself and to the candidates. And then be absolutely sure the candidate is a fit not only for it, but for your company culture.

2. **Compensation and benefits current**

- competitive wages
- 401 K Plan---100% Match up to 6%
- Paid uniforms
- Paid vacations
- Sick days

3. **Encourage generosity and gratitude.**

4. **Recognize and reward employees**

5. **Offer flexibility**

- offer employees flexibility around work hours and locations

6. **Prioritize employee happiness**

7. **Make opportunities for development and growth**

8. **Performance reviews**

9. **Provide an inclusive vision**

- Offer employees a strong vision and goals for their work and increase their sense of belonging and loyalty to your organization.

10. **Demonstrate and cultivate respect**

A&B Cleaning Service Inc utilize a web-based app call Homebase to assist in employee scheduling, time clocks, automated timesheets, hiring/onboarding, sync employees (team communication), HR compliance and health/safety matters.

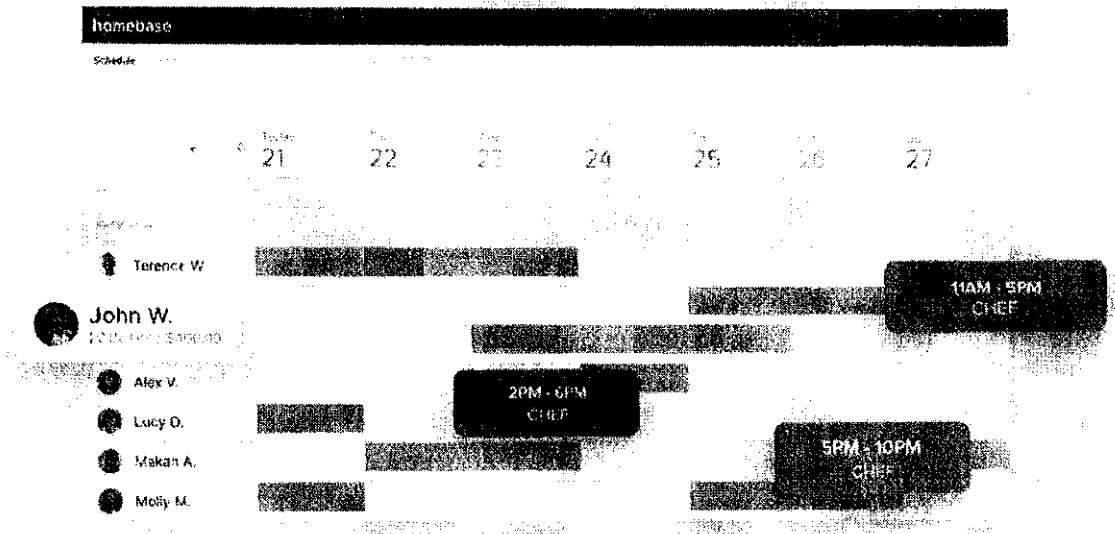
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**FREE EMPLOYEE SCHEDULING SOFTWARE**

**Smarter scheduling that helps you run a better team.**

Homebase helps you optimize your schedule, adapt on the fly, and ensure your team is in sync.

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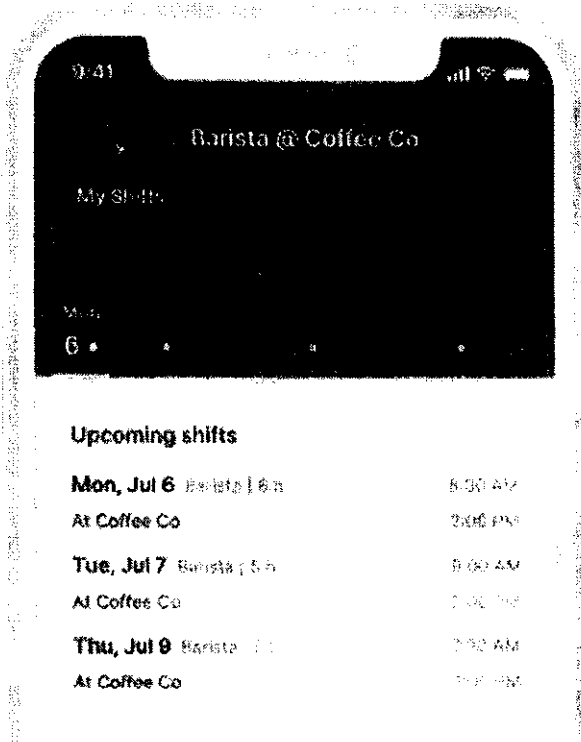


**Instantly share your schedule with your team.**

You never have to wonder if your team has the latest version of the schedule.

- Publish a schedule and your team is instantly notified in text, email, and the app.
- The up-to-date schedule is always in their pocket in our free mobile app for iOS and Android.
- They get alerts for any changes.
- You get to confirm that they have seen the most recent schedule

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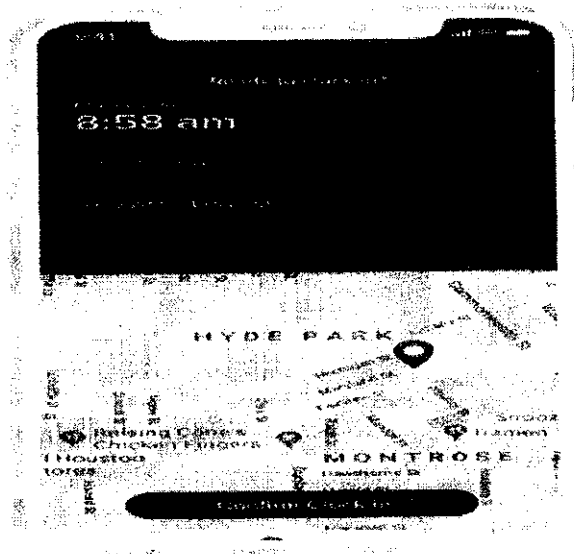
# Save time with smarter time clocks.

Easily track employee hours, prep for payroll, and get control of your labor costs.

## Clock in and out from (almost) any device.

The Homebase time clock app works wherever you and your team do.

- Track hours, breaks, overtime, and paid time off.
- Put your time clock on Android tablets and smartphones, iPads and iPhones, computers, and POS devices.
- Employees clock in and out with their own specific PIN.






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# Find and onboard new hires all in one place


Post jobs, track applicants, and onboard new employees with ease.



**Lucy D**

 (555) 555-5555

 lucy@example.com

 77006

 Team referral



## EXPERIENCE

✓ Barista @ Aviator Coffee  
May 2017 - Oct 2019

✓ Waitress @ One Star Bar  
May 2016 - May 2017

✓ Bartender @ T.D. Saloon  
Mar 2014 - Apr 2016

 Message

 Interview

 Add notes

## Homebase takes the hassle out of hiring.

- Start with our library of pre-written, customized job descriptions.
- Post your job for free to top online job boards.
- Promote your job with paid boosts to reach more applicants faster.
- Collect walk-in and referral applicants too.

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FREE TEAM COMMUNICATION APP

# Run a better team

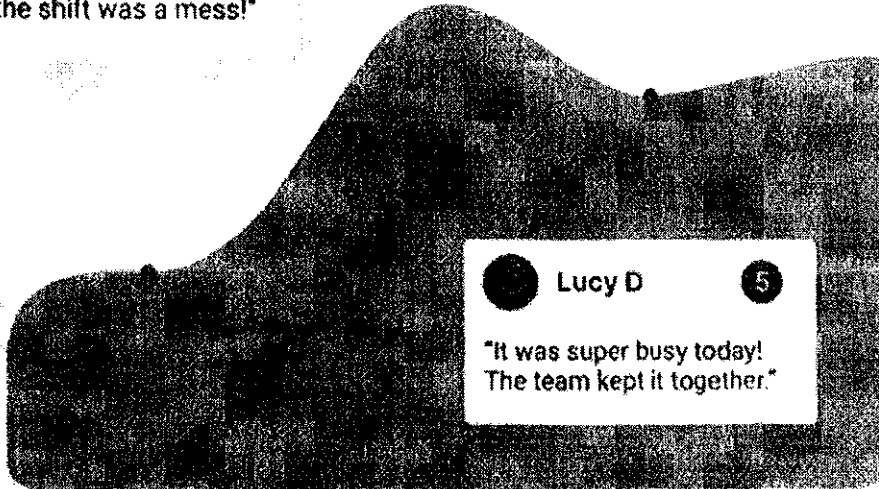
Get your team in sync with our all-in-one, easy-to-use employee app.

## AVG SHIFT FEEDBACK



 **Makan A.**  2

"The dishwasher broke  
and the shift was a mess!"



 **Lucy D**  5

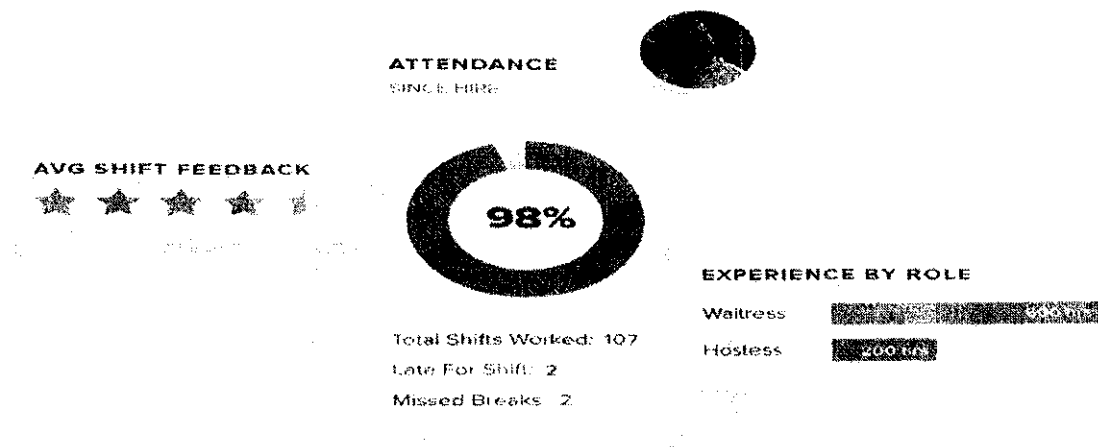
"It was super busy today!  
The team kept it together."

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COMPLIANCE AND HR ADVICE

# HR for people who don't do HR.

Homebase has modern tools and expert HR guidance to help you stay compliant and manage your team.



## Organize your team roster and information in one place.

Ditch the spreadsheets and file cabinets. Automate your paperwork with Homebase.

- Manage employee information, such as emergency contacts, payroll details, and more.
- Track employee certifications and get alerts when they expire.
- Upload, e-sign, and securely store employee documents.
- Send automated welcome packets to have employees self-onboard

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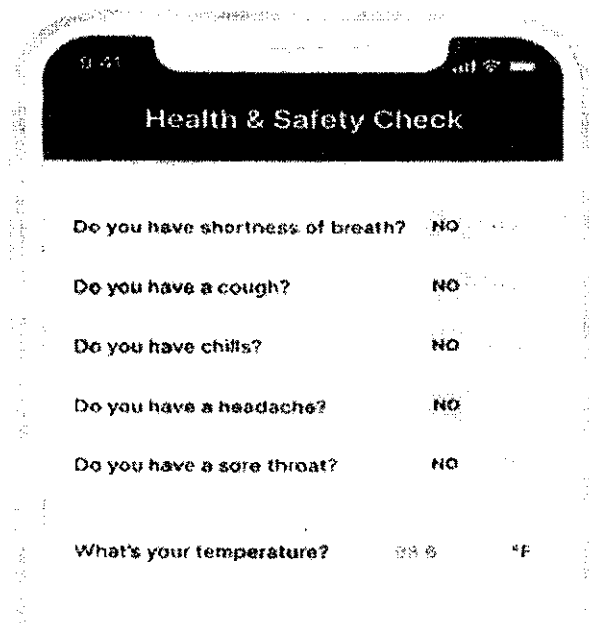
EMPLOYEE HEALTH AND SAFETY SCREENING

# Keep your team and workplace safe

Coronavirus checks and reporting built into your time clock.

## Screen all your employees automatically.

Easily screen employees before every shift so your team and business can ensure workplace safety.



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## PLAN OF ACTION FOR CLEANING AND DISINFECTING IN THE PREVENTION OF COVID-19

A&B Cleaning Service Inc. proposes utilizing the following "PLAN OF ACTION" in cleaning and disinfecting public spaces/workplaces in preparation for reopening following COVID-19 shutdowns.

### Step 1: PLAN OF ACTION

**-We will assess facilities** to determine which areas will require additional disinfecting or routine cleaning. All areas that have not been occupied for over 7 days will require only routine cleaning (cleaning with mild detergent and water). Areas that have been occupied will need to be cleaned and disinfected with an EPA-approved disinfectant.

**-Areas to be cleaned**---we will evaluate all surfaces of the facilities to determine how and the frequency of when the areas will be cleaned/disinfected. Areas that are frequently touched "high touch" areas will be disinfected on a routine basis (times will be scheduled for each facility). The routine disinfecting of "high touch" areas will be performed during normal working hours by Day Porters and by regular night staff.

**-Proper equipment**---We will provide proper PPE (PERSONAL PROTECTION EQUIPMENT) to all employees. Such PPE will include but not limited to gloves, Tyvek suits, cloth face mask and goggles. All employees will be trained on the proper use and disposal of all PPE.

### Step 2: IMPLEMENT PLAN OF ACTION

**-Putting plan into action:** After facilities area assessed cleaning/disinfecting will begin. All areas will be assigned as requiring normal or routine cleaning. All staff will be previously trained of the difference in terms of normal and routine cleaning. Schedules will be provided on the frequency of disinfecting of "high touch" areas---also literature will be handed out listing examples of frequently touched surfaces/objects such as

Doorknobs/Light switches

Handles

Phones

Faucets and sinks

Counter tops....etc

**-Using EPA-approved disinfectants:**

All chemicals used have been EPA approved for use against SARA-CoV-2, the virus that causes COVID-19. All staff will be trained and instructed on how to follow the label directions (on disinfectant bottle) for safe, effective use.

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**Step: 3 MAINTAIN AND REVISE**

**-Routine cleaning/disinfecting:** We will continue routine cleaning/disinfecting of all facilities to kill bacteria and germs to limit exposure of COVID-19.

**-Safe practices:** We will continue to practice safe procedures as we clean/disinfect---we have informed all staff on the CDC guideline for safe procedures such as:

- 6 Foot rule 'social distancing'
- Wearing cloth face mask
- Wearing proper PPE---such as mask and gloves
- Staying at home when you are not feeling well—

A&B Cleaning Service Inc. has implemented a protocol in which we contact our employees daily and ask them the following questions: If they have any of the following symptoms

- Cough
- Sore throat
- Vomiting
- Fever/Muscle ached
- Been out of the country...etc

If employee answers yes to any of the items listed above, they are asked to stay home for that day.

A&B Cleaning Service Inc protocol on cleaning and disinfection after persons suspected/confirmed to have COVID-19 in a facility:

**Step 1:** Facility should be completely closed off---timing is very important---wait at least 24---72 hours before beginning cleaning and disinfecting---Cleaning staff will clean and disinfect all areas such as offices, bathrooms, common areas focusing on "high touch" areas.

**Step 2:** Assess areas and space to be cleaned----determine "non-porous" surfaces versus porous surfaces.

Non-porous surfaces that are dirty must be cleaned with a detergent prior to being disinfected.

Porous surfaces such as rugs/mats remove visible debris/clean and laundry if possible

**Step 3:** Provide proper PPE (PERSONAL PROTECTION EQUIPMENT) and EPA---approved disinfectants for cleaning---train employees on proper use/disposal of PPE equipment and proper use of disinfectants.

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**REFERENCES**

COMPANY NAME	BEAUFORT COUNTY SOUTH CAROLINA
ADDRESS	112 INDUSTRIAL BLVD BLDG, BEAUFORT SC
CONTACT NAME	DAVE THOMAS
TELEPHONE NUMBER	843-812/8217 dthomas@bcgov.net

COMPANY NAME	GREENVILLE VA HEALTH CARE CENTER
ADDRESS	401 MOYE BLVD, GREENVILLE NC
CONTACT NAME	RICK LAYTON
TELEPHONE NUMBER	970-308-9211

COMPANY NAME	CITY OF WILSON
ADDRESS	1800 HERRING AVE, WILSON NC
CONTACT NAME	WAYNE ROBBINS
TELEPHONE NUMBER	wrobbins@wilsonnc.org 252-205-3783

COMPANY NAME	WAKE COUNTY
ADDRESS	9000 DEPOINE DR, RALEIGH NC 27602
CONTACT NAME	RICK STOGNER
TELEPHONE NUMBER	919-870-4025 rick.stogner@wakegov.com

COMPANY NAME	VIDANT HEALTH CARE
ADDRESS	2100 STANTONSBURG RD, GREENVILLE NC 27834
CONTACT NAME	MATT WILLIAMS
TELEPHONE NUMBER	252-717-3012 mtwillia@vidanthealth.com

## CERTIFICATION REGARDING LOBBYING

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

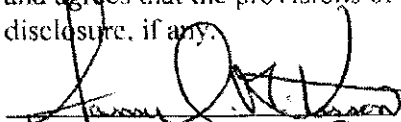
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subContracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, A & B CLEANING SERVICE INC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

 Signature of Contractor's Authorized Official

JAMES J. MCKEE <sup>Op</sup> <sub>Mgr</sub> Name and Title of Contractor's Authorized Official

10/28/2021 Date



### **Clean Air Act**

- (1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Sect. 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal Assistance provided by FTA.

### **Clean Water**

- (1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sect. 1251 et seq. The Contractor agrees to report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

### **Fly America**

Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air transportation.

### **Cargo Preference**

Contractor shall: a. use privately owned US-Flag commercial vessels to ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading.); c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material or commodities by ocean vessel.

### **Energy Conservation**

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Sect. 6321 et seq.

**PROPOSAL/SPECIFICATIONS**

Company Name: A & B CLEANING SERVICE INC

Address: 610 B LYONDALE COURT GREENVILLE NC 27858

Phone: 252-752-7222 Date: 10/28/2021

Contact Person: MARVIN MCKESSON

This proposal is submitted to furnish complete Custodial services for the following Base Bid and Add Alternates:

**Base Bid: Provide weekly cleaning services, equipment and supplies to perform all duties listed for G. K. Butterfield Transportation Center**

**Number of Service Days per Week for Base Bid:**

Five (5) days per week: Monday through Friday from 9A.M. until 5:00 P.M.

**Add Alternate 1: Providing same service of Base Bid on Saturdays from 9 A.M. until 5:00 P.M.**

**Add Alternate 2: Cleaning all interior and exterior glass that is not part of the base bid.**

**Number of Services for Add Alternate 2:**

Semi-annual (Spring and Fall)

**Base Bid**

Daily-

- Cleaning and Sanitizing the first floor bathrooms at the end of the morning and afternoon shift
- Cleaning and Sanitizing the second floor restroom during the afternoon shift
- Monitor restrooms throughout each shift for spot cleaning and replenishment of paper products within all facility bathrooms
- Pick up litter within the facility and throughout the facilities grounds as required but thoroughly at least one time per day. This includes sweeping or cleaning up cigarette butts as necessary and emptying the cigarette butt containers as required but at least one time per week.
- Empty all interior and exterior trash and recycling cans as required but at least one time per day with replacement of plastic liners daily. All trash will be deposited in the appropriate facility recycling or refuse roll out carts.
- Cleaning up of any spills as required within the facility or anywhere on the grounds or rights-of-way of the GKBTC facility
- Cleaning and sanitizing all interior or exterior furniture daily including the service counter.

**TERMS:**

Contractor shall furnish all labor, cleaning supplies, materials (paper products, garbage/trash liner bags, soap for dispensers and equipment necessary to perform all duties.

Service shall be in effect for a three (3) year period with the option of continuing two (2) additional years in one (1) year increments by written agreement of both the City and Contractor. However, the service may be terminated in its entirety by either party at any time provided that a written notice of at least thirty (30) days prior to the desired date of termination.

**CONDITIONS:**

The conditions listed on Attachment "A" are accepted. Compliance with these conditions is required as part of this agreement.

**PRICE:**

The price set forth below is based on the present wage scales and other benefits affecting the locality, the present areas serviced, and the frequency of work. We will perform the service as outlined in a reliable manner for the sum of

Base Bid	\$	<u>2,988.<sup>05</sup></u>	per month.
Add Alternate 1	\$	<u>100.<sup>00</sup></u>	per month.
Add Alternate 2	\$	<u>2,000.<sup>00</sup></u>	per one time service.

Acknowledge of Addenda's: Number of Addenda \_\_\_\_\_

Signature

James O. K...

**BIDDERS QUESTIONNAIRE:**

The undersigned guarantees the truth and accuracy of all statements and answers therein contained:

- Describe your plan for performance of the custodial contract work? (Use an attached sheet)  
PLEASE SEE ATTACHED PROPOSAL OUTLINING THE COMPANY'S HISTORY EXPERIENCE, PERSONNEL, QUALITY CONTROL PROCEDURES, COVID PREPAREDNESS..ETC
- How many employees do you plan to utilize to complete this contract? 2

James O. K...  
Signature of Contractor

10/28/2021

Date of Proposal

ATTACHMENT A

INSTRUCTIONS TO CONTRACTORS

Proposal to Provide Custodial Services

G. K. Butterfield Transportation Center  
Greenville N.C.

1. The Contractor shall have in place for the life of this contract public liability and property damage insurance as 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 additional insured on all coverage. All insurance must be maintained during the duration of the contract.
2. Contractor is to provide verification to the City that the Contractor's employees working at these locations are bonded, and worker's compensation insurance coverage for all employees of the Contractor is provided.
3. It is expressly understood by the Contractor, that after a written notice of award by the City, a contract will be required to be entered into with the City and will serve together with this proposal, these instructions, and any detailed specifications as the entire form of contract between the parties.
4. The Contractor, by offering a proposal, affirms that no official or employee of the City is directly or indirectly interested in this proposal for any reason of personal gain.
5. Sales taxes may be listed on the proposal, but as a separate item. No charge will be allowed for Federal Excise and Transportation Tax from which the City is exempt.
6. If the Contractor is unable to give a proposal for any reason, please send a letter of explanation or an email addressed to [rpeterson@greenvillenc.gov](mailto:rpeterson@greenvillenc.gov).
7. Questions regarding any procedure for submission of a proposal for Custodial services shall be directed to Ross Peterson, at [rpeterson@greenvillenc.gov](mailto:rpeterson@greenvillenc.gov) by Friday, October 22, 2021 at 5:00 p.m. Answers will be provided in an addendum posted on City web site and email to those that were present at pre-bid by Tuesday, October 26, 2021 at 5:00 p.m. Acknowledgment of addendum must be marked on bid page.
8. By accepting the City's award of the contract to provide Custodial service in these facilities, the Contractor attests that it is in compliance with all items listed in the bid/proposal instructions. Further, 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.
9. Contractor shall maintain a copy and provide the City a copy of SDS sheets for all chemicals in a book labeled SDS utilized in this Custodial contract work and kept in the custodial closet. SDS shall be updated yearly or at any time a chemical is changed.
10. Contractor must comply with all OSHA requirements associated with the work within this contract.

11. It is expected that work would begin no earlier than December 1, 2021. However, such starting date is subject to change based on time needed to finalize the contract or the need for City Council approval.
12. No work will be performed at any time without proper supervision. Names and experience of supervisors shall be provided.
13. All Custodial work must be performed between the hours of Monday through Friday from 9 A.M. until 5:00 P.M. and if awarded, Saturday from 9 A.M. until 5:00 P.M.
14. Contractor shall provide a list of the five (5) most recent Custodial contract references.
15. Use of smoking materials and tobacco products is prohibited in all City of Greenville buildings.
16. 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 must be corrected immediately.
17. The City reserves the right to add or delete similar items/services specified in the proposal as requirements change during the period of the contract. Prices for items/services to be added/deleted from contract will be mutually agreed to by the City and the Contractor. A contract amendment will be issued for each addition or deletion.
18. The Contractor shall be responsible for any lost keys, card keys, and inherent damages (i.e. re-keying of facility). This cost shall be withheld from payment(s).
19. The Contractor's employees are not to be accompanied in their work areas on the premises by acquaintances, family members, assistants, or any other person unless said person is an authorized working Contractor employee.

**City of Greenville  
Invitation to Bid  
Custodial Services – G K Butterfield Transportation Center**

Addendum No. 1

Project Name: Custodial Services – G K Butterfield Center
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Prepared By: Ross Peterson
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Date: October 26, 2021
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General Questions, Clarifications & Requirements:

- Q: Is there a minimal pay requirement mandated by Federal Law above the minimal pay wage?**
- A: In regards to services, there is not a minimum federal wage other than current minimum wage set by U.S. Labor law.**
- Q: What is the last bid on this contract?**
- A: Please see attached bid tab**
- Q: Will bids be accepted via email?**
- A: No, bid shall be submitted as indicated in the bid document.**
- Q: On the pricing page “Add Alternate 1”, do you want a price for just one day (Saturday) or a combined cost for 6 days?**
- A: One day (Saturday)**

**End of Addendum #1**



# City of Greenville, North Carolina

Meeting Date: 02/07/2022

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

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

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

<b>Payee</b>	<b>Adjustments Refunds</b>	<b>Amount</b>
Veronica Gonzalez	Individual Property Taxes	174.46
John Patrick Fogarty	Individual Property Taxes	277.66
Miguel Arzate	Individual Property Taxes	293.67
Sue Frances Litle	Real Estate	138.01
Sue Frances Litle	Individual Property Taxes	155.59
Barbara Lemon Oneal	Real Estate	224.84
Sylvia L. Neil	Real Estate	1,124.39
Jeananne Kenney	Real Estate	528.13
Jeanette Turnage Cox	Individual Property Taxes	110.81
Linder Industrial Machinery Company	Registered Motor Vehicle	1,952.14
Herman Bryant, Jr.	Registered Motor Vehicle	197.32
Amanda Nicole Leggett	Registered Motor Vehicle	160.69
Terry Tobias Williams	Registered Motor Vehicle	116.89
Lindsey Alexander Myers	Registered Motor Vehicle	626.32
John Richard Leonard	Registered Motor Vehicle	551.32
Melvin Ray Woodard	Registered Motor Vehicle	437.90
Wade Glenwood Jenkins, Jr.	Registered Motor Vehicle	381.65
Cypress Farm LLC	Registered Motor Vehicle	333.82
Joshua Ryan Tyson	Registered Motor Vehicle	319.23

Matthew Todd Myers	Registered Motor Vehicle	287.94
Chao Suo	Registered Motor Vehicle	258.98
Ahmed Mohammed Abuhammoud	Registered Motor Vehicle	255.66
Michael Paul Kennedy	Registered Motor Vehicle	230.84
John Aaron Kohler, Sr.	Registered Motor Vehicle	229.82
Rita Marie Girard	Registered Motor Vehicle	216.78
Don Gregory Dawson	Registered Motor Vehicle	207.88
Leonard Ward Gurganus III	Registered Motor Vehicle	173.96
Larry David Simmons	Registered Motor Vehicle	163.82
Sam Fenner Morris	Registered Motor Vehicle	160.96
Brian C. Kinsley	Registered Motor Vehicle	150.50
Bobbie Cannon O'Geary	Registered Motor Vehicle	143.25
Lorraine Diane Burke	Registered Motor Vehicle	134.03
Christopher Michael Duncan	Registered Motor Vehicle	132.96
Anil Kumar Daftuar	Registered Motor Vehicle	124.49
Angelo Devon Wilson	Registered Motor Vehicle	122.69
Omica Dontia Daniels	Registered Motor Vehicle	112.99
Michel Dwayne Peaden	Registered Motor Vehicle	109.15
Emily Joy Robert Wilson	Registered Motor Vehicle	107.19
Jon Aaron Bullard	Registered Motor Vehicle	103.73
Richard James Caston	Registered Motor Vehicle	102.05

**Fiscal Note:** The total refunded is \$11,634.51

**Recommendation:** Approval of taxes refunded by City Council





# City of Greenville, North Carolina

Meeting Date: 02/07/2022

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**Title of Item:** First reading of an ordinance requested by the Police Department to amend Section 12-1-3 of the City Code to establish civil and criminal penalties in compliance with Session Law 2021-138

**Explanation:** Historically, violations of a City ordinance have been punishable as a misdemeanor unless the ordinance stated that they were not. In 2021, the General Assembly passed Session Law 2021-138 which provides that a violation of a City ordinance is not a misdemeanor or infraction unless the ordinance expressly provides that it is. S.L. 2021-138 also lists certain ordinances that can never be punished by a criminal penalty. These changes became effective on December 1, 2021.

Based on Session Law 2021-138, the City of Greenville Code §12-1-3 (Discharge of Firearms and Other Weapons) has been decriminalized. To address the interests of public safety, in compliance with Session Law 2021-138, the Police Department is requesting to amend City Code §12-1-3 to add a new subsection (F) to impose civil and criminal penalties for violations of the ordinance.

The statutory language of Session Law 2021-138 states: “Notwithstanding G.S. 160A-75, no ordinance specifying a criminal penalty may be enacted at the meeting in which it is first introduced.” This item was initially discussed at the January 10, 2022 City Council Workshop. Since City Council typically does not vote or take action on items in the City Council workshops, this will be the first reading and preliminary vote on the ordinance revision. The item will be brought back at the February 10, 2022, City Council meeting for a second reading and adoption by City Council.

**Fiscal Note:** N/A

**Recommendation:** Hear discussion on the first reading (introduction ) of the Ordinance to Amend City Code §12-1-3, take a preliminary vote on the ordinance, and then continue the item to February 10, 2022, City Council meeting for a second reading.

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## ATTACHMENTS

 [COG-#1157094-v1-DRAFT\\_ORDINANCE--City\\_Code\\_12-1-3--Discharge\\_of\\_Firearms\\_and\\_Other\\_Weapons--](#)



ORDINANCE NO. 22-

AN ORDINANCE TO REVISE THE CIVIL ENFORCEMENT AND TO SPECIFICALLY ALLOW THE CRIMINAL ENFORCEMENT OF PART II, TITLE 12, CHAPTER 1, SECTION 3 OF THE GREENVILLE CITY CODE AS REQUIRED BY SESSION LAW 2021-138

WHEREAS, Session Law 2021-138, Part XIII. Section 13.(b) amends N.C.G.S. § 160A-175(b) to state that “[e]xcept for the types of ordinances listed in [N.C.G.S. § 160A-175(b1)], a violation of a city ordinance “may be a misdemeanor or infraction as provided by [N.C.] G.S. [§] 14-4 only if the city specifies such in the ordinance” and that “[a]n ordinance may provide by express statement that the maximum fine, term of imprisonment, or infraction penalty to be imposed for a violation is some amount of money or number of days less than the maximum imposed by [N.C.] G.S. [§] 14-4.”; and

WHEREAS, Session Law 2021-138, Part XIII. Section 13.(c) amends N.C.G.S. § 14-4(a) to state that “[e]xcept as provided in [N.C.G.S. § 14-4(b) or N.C.G.S. § 14-4(c)], if any person shall violate an ordinance of a county, city, town, or metropolitan sewerage district created under Article 5 of Chapter 162A, he shall be guilty of a Class 3 misdemeanor and shall be fined not more than five hundred dollars (\$500.00)” and that “[n]o fine shall exceed fifty dollars (\$50.00) unless the ordinance expressly states that the maximum fine is greater than fifty dollars (\$50.00).”; and

WHEREAS, based on the foregoing provisions found in Session Law 2021-138, Part XIII city ordinance enforcement has been decriminalized effective December 1, 2021, which includes Part II, Title 12, Chapter 1, Section 3 (City Code § 12-1-3) (Discharge of Firearms and Other Weapons); and

WHEREAS, the addition of criminal enforcement of City Code § 12-1-3 along with revised civil penalties is necessary to address the interests of public safety;

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

SECTION 1. That City Code Sec. 12-1-3 is amended to add a new subsection (F) so that the entirety of the ordinance now reads as follows:

**SEC. 12-1-3 DISCHARGE OF FIREARMS AND OTHER WEAPONS.**

(A) It shall be unlawful for any person to fire or discharge any firearm, including guns, rifles, pistols, pellet guns, air guns or air rifles within the city, on or off his or her premises, except that this section shall not be construed to prohibit any law enforcement officer or authorized employee in the Division of Animal Control from discharging a firearm in the performance of his or her duty, nor to prohibit any citizen from discharging a firearm when lawfully defending person or property.

In addition, this subsection shall not prohibit a properly licensed person for hunting purposes from discharging a firearm in the following area(s) only with the permission of the

property owner and only during established hunting seasons as determined by the state wildlife resources commission:

(1) *Sunny Side area.* The area, as shown on the official zoning map of the city, encompassing approximately 158 acres and more specifically delineated by the map prepared by the City of Greenville Planning and Development Services Department entitled “Sunny Side Hunting Overlay.”

(B) Said discharge of firearms for hunting purposes shall be restricted from within 300 feet of residences and street rights-of-way.

(C) It shall be unlawful to take deer with rifles, except in one of the aforementioned areas and from a position elevated at least eight feet above the ground and not affixed to a motor vehicle. As used in this section, “to take” means to take as that term is defined in G.S. 113-130(7).

(D) Any property used for hunting purposes must be posted in accordance with G.S. 14-159.7. Regulations as to posting of property.

(E) Any person who shall knowingly and willfully permit his or her minor child under 18 years of age to discharge, fire, shoot or operate, within the city any such air rifle, BB gun or pellet gun shall be guilty of a misdemeanor. This subsection shall not apply when said minor child is accompanied by an adult in a designated recreational/sport hunting overlay listed in subsection (A) of this section.

(F) *Penalties.* A violation of this section may subject the offender to any or all of the following penalties:

(1) *Criminal.* Any person violating any provision of this section shall be guilty of a Class 3 misdemeanor pursuant to G.S. 14-4 and G.S. 160A-175 and shall pay a criminal penalty of not less than one hundred dollars (\$100.00) and not more than five hundred dollars (\$500.00).

(2) *Civil.*

(a) Any person violating any provision of this section shall be issued a civil citation or citations, as may be required, as follows:

1. *First violation.* A violation of this section shall subject the violator to a civil penalty of two hundred fifty dollars (\$250.00).

2. *Subsequent violation within 365 days of the first violation.* Any subsequent violation of this section by the violator within 365 days from herein defined first violation

shall subject the violator to a civil penalty of five hundred dollars (\$500.00).

- (b) *Service of civil penalties.* Civil citations issued under this section shall be served personally upon the violator by a member of the Greenville Police Department or by any other means authorized for the service of civil process by the North Carolina Rules of Civil Procedure.
  - (c) *Payment of civil penalties.* All civil citations issued under this section must be paid to the revenue division of the City's Financial Services Department within five business days from the date of issuance.
  - (d) *Methods of recovery of unpaid civil penalties.* If a civil penalty issued under this section is not paid within five business days from the date the violator has been cited for the violation, the City may recover the unpaid civil penalty by any or all of the following methods:
    - 1. A civil action in the nature of a debt.
    - 2. The use of a collections agency.
    - 3. The use of the provisions Chapter 105A (The Setoff Debt Collection Act) and G.S. 18C-134.
    - 4. Equitable remedies issued by a court of competent jurisdiction.
    - 5. Any other method authorized by law to secure, collect, satisfy, or otherwise recover any civil penalty owed.
- (3) *Continuing violations.* Each day's continuing violation of this section shall be a separate and distinct offense.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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. In accordance with Session Law 2021-138, Part XIII., Section 13.(b), this ordinance specifying a criminal penalty has been enacted at the meeting other than that in which it was first introduced.

SECTION 5. This ordinance will become effective \_\_\_\_\_, 2022.

This the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
P. J. Connelly, Mayor

ATTEST:

\_\_\_\_\_  
Valerie Shiuwegar, City Clerk

STATE OF NORTH CAROLINA  
COUNTY OF PITT

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

Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Camillia Smith, Notary Public

My Commission Expires: October 25, 2023



# City of Greenville, North Carolina

Meeting Date: 02/07/2022

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**Title of Item:** Update on Potential Greenfield Terrace Park Improvements using American Rescue Plan Act Funding

**Explanation:** City staff provided an update on potential projects funded by the American Rescue Plan Act during the December 6, 2021 City Council meeting. Based on feedback received from Council at that meeting, staff has compiled additional information related to a potential recreation improvement project that could be implemented at Greenfield Terrace Park.

Staff will share potential park improvements that would be eligible for funding through the American Rescue Plan Act and the estimated cost for those improvements. The improvements include upgrades to various park amenities as well as a building addition to the Barnes-Ebron-Taft Community Center to include a fitness room.

Staff will provide an update on the overall project and receive feedback from Council.

**Fiscal Note:** None at this time, unless directed by Council.

**Recommendation:** Receive feedback from Council regarding potential improvements at Greenfield Terrace Park utilizing ARPA funding.

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# City of Greenville, North Carolina

Meeting Date: 02/07/2022

**Title of Item:** Budget Ordinance Amendment #7 to the 2021-22 City of Greenville Budget (Ordinance #21-035), Capital Projects Funds (Ordinance #17-024), and ARPA Fund (Ordinance #21-053)

**Explanation:** Attached for consideration at the February 7, 2022 City Council meeting is an ordinance amending the 2021-22 City of Greenville Budget (Ordinance #21-035), Capital Projects Funds (Ordinance #17-024), and ARPA Fund (Ordinance #21-053).

For ease of reference, a footnote has been added to each line item of the Budget Ordinance Amendment, which corresponds to the explanation below:

<u>Item</u>	<u>Justification</u>	<u>Funds Amended</u>	<u>Net Adjustment</u>
A	To recognize funding received from restricted/intergovernmental for the ROAP grant within Transit.	Public Transportation	\$20,000
B	To recognize additional debt revenue within the Wildwood Park Project.	Rec & Parks Cap Proj	\$3,772,829
C	To allocate American Rescue Plan Act (ARPA) funding received from the US Department of Treasury for employee premium pay	ARPA Fund	\$305,000

**Fiscal Note:** The Budget Ordinance Amendment affects the following funds:

<u>Fund</u>	<u>2021-22 Original Budget</u>	<u>Amendment #7</u>	<u>2021-22 Budget per Amendment #7</u>
General	\$93,191,505	-	\$93,191,505
Debt Service	7,012,030	-	7,012,030
Public Transportation (Transit)	3,280,248	20,000	3,300,248
Fleet Maintenance	5,388,888	-	5,388,888



Sanitation	8,200,307	-	8,200,307
Stormwater	9,399,890	-	9,399,890
Housing	1,973,978	-	1,973,978
Health Insurance	14,258,648	-	14,258,648
Vehicle Replacement	7,258,784	-	7,258,784
Facilities Improvement	1,570,546	-	1,570,546
Recreation & Parks Capital Projects	9,860,705	3,772,829	13,633,534
Public Works Capital Projects	57,751,644	-	57,751,644
ARPA Fund	24,689,311	-	24,689,311

**Recommendation:** Approve Budget Ordinance Amendment #7 to the 2021-2022 City of Greenville Budget (Ordinance #21-035), Capital Projects Funds (Ordinance #17-024), and ARPA Fund (Ordinance #21-053).

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ATTACHMENTS

 [BA\\_\\_7.xlsx](#)

ORDINANCE NO. 21-  
CITY OF GREENVILLE, NORTH CAROLINA  
Ordinance (#7) Amending the 2021-22 Budget (Ordinance #21-035)  
Capital Projects Funds (Ordinance #17-024) and ARPA Fund (Ordinance #21-053)

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

Section I: Estimated Revenues and Appropriations. Transit Fund, of Ordinance #21-035 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2021-22 Revised Budget	A.	Total Amend #7	2021-22 Budget per Amend #7
<b>ESTIMATED REVENUES</b>				
Grant Income	\$ 2,973,309	\$ 20,000	\$ 20,000	\$ 2,993,309
Bus Fare Ticket Sales	287,670	-	-	287,670
Appropriated Fund Balance	14,950	-	-	14,950
Transfer from General Fund	4,319	-	-	4,319
<b>Total Revenues</b>	<b><u>\$ 3,280,248</u></b>	<b><u>\$ 20,000</u></b>	<b><u>\$ 20,000</u></b>	<b><u>\$ 3,300,248</u></b>
<b>APPROPRIATIONS</b>				
Public Transportation	\$ 3,280,248	\$ 20,000	\$ 20,000	\$ 3,300,248
<b>Total Appropriations</b>	<b><u>\$ 3,280,248</u></b>	<b><u>\$ 20,000</u></b>	<b><u>\$ 20,000</u></b>	<b><u>\$ 3,300,248</u></b>

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

	2021-22 Revised Budget	B.	Total Amend #7	2021-22 Budget per Amend #7
<b>ESTIMATED REVENUES</b>				
Restricted Intergovernmental	\$ 224,507	\$ -	\$ -	\$ 224,507
Transfer from General Fund	1,692,312	-	-	1,692,312
Transfer from Capital Reserve	128,822	-	-	128,822
Transfer from CD Cap Project Fund	82,965	-	-	82,965
Transfer from FIP	44,818	-	-	44,818
Transfer from FEMA-Hurricane	117,340	-	-	117,340
Transfer from Public Works Capital	30,000	-	-	30,000
Special Donations	132,000	-	-	132,000
Miscellaneous Revenue	560,148	-	-	560,148
Appropriated Fund Balance	572,874	-	-	572,874
Long Term Financing	6,274,919	3,772,829	3,772,829	10,047,748
<b>Total Revenues</b>	<b><u>\$ 9,860,705</u></b>	<b><u>\$ 3,772,829</u></b>	<b><u>\$ 3,772,829</u></b>	<b><u>\$ 13,633,534</u></b>
<b>APPROPRIATIONS</b>				
Water Sports Facility Project	\$ 306,325	\$ -	\$ -	\$ 306,325
Wildwood Park	3,739,612	3,772,829	3,772,829	7,512,441
Transfer to General Fund	9,000	-	-	9,000
Eppes Remodel	1,350,000	-	-	1,350,000
Parks Improvements	45,000	-	-	45,000
Pool Replacement	4,261,385	-	-	4,261,385
GAFC Bathrooms	125,000	-	-	125,000
Transfer to Other Fund	24,383	-	-	24,383
<b>Total Appropriations</b>	<b><u>\$ 9,860,705</u></b>	<b><u>\$ 3,772,829</u></b>	<b><u>\$ 3,772,829</u></b>	<b><u>\$ 13,633,534</u></b>

Section III: Estimated Revenues and Appropriations. ARPA Fund, of Ordinance 21-053 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2021-22 Revised Budget	B.	Total Amend #7	2021-22 Budget per Amend #7
<b>ESTIMATED REVENUES</b>				
Restricted Intergovernmental	\$ 24,689,311	\$ -	\$ -	\$ 24,689,311
Total Revenues	<u>\$ 24,689,311</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 24,689,311</u>
<b>APPROPRIATIONS</b>				
CSLRF Project	\$ 24,689,311	\$ (305,000)	\$ (305,000)	\$ 24,384,311
CSLRF Project - Premium Pay	-	305,000	305,000	305,000
Total Appropriations	<u>\$ 24,689,311</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 24,689,311</u>

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

Adopted this 7th day of February, 2022

\_\_\_\_\_  
P. J. Connelly, Mayor

ATTEST:

\_\_\_\_\_  
Valerie P. Shiuwegar, City Clerk