



Agenda

Greenville City Council

February 6, 2023

6:00 PM

City Hall Council Chambers, 200 West 5th Street

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

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

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

VII. Consent Agenda

- 1. Amendment of the City Council's 2023 Meeting Schedule

2. Resolution amending the City of Greenville Personnel Policies
3. Master Right-of-Way Encroachment Agreement with Spectrum Southeast, LLC.
4. Acceptance of a portion of Tax Parcel #00598 from FLB Properties Incorporated for future recreational and open space use
5. Lease Agreement with Luke Owens, Native Fine Diner, LLC, for Temporary Placement of Dumpsters on City Property at 827 Dickinson Avenue
6. Resolution and Deed of Release for Abandonment of 30' Wide Utility Easement Across Tax Parcel No. 86716
7. Ordinance amending Greenville Utilities Commission's Gas Capital Project Budget for Phase 1 Expansion of the LNG Peak Shaving Facility and adoption of a Reimbursement Resolution
8. Authorization to Apply for Assistance to Firefighters Grant to Replace 30 Self Contained Breathing Apparatus Units
9. Contract Award for the 2023 Street Rehabilitation and Preservation Project, Contract Award for Professional Services for Construction Engineering and Inspection/Construction Materials Testing (CEI/CMT), and Award of Task Order #1 for 2023 CEI/CMT On-Call Contract
10. Contract Award to Allied Universal Security Services for Security and Risk Mitigation services at G.K. Butterfield Transportation Center
11. Approval to purchase replacement vehicle and equipment for the Public Works Department
12. Various tax refunds greater than \$100

VIII. New Business

13. Annual Board & Commission Presentations - Affordable Housing Loan Committee, Board of Adjustment, Environmental Advisory Commission
14. Indemnification Agreement and Insurance Coverage With Starship Technologies
15. Approval of American Rescue Plan Act Small Business Assistance Program
16. Budget Ordinance Amendment #6 to the 2022-2023 City of Greenville Budget (Ordinance #22-045), the Special Revenue Grant Fund (Ordinance #11-003), the Engineering Capital Projects Fund (Ordinance #20-019), and the Capital Projects Funds (Ordinance #17-024)

IX. Review of February 9, 2023 City Council Agenda

- X. City Manager's Report**
- XI. Comments from Mayor and City Council**
- XII. Adjournment**



City of Greenville, North Carolina

Meeting Date: 02/06/2023

Title of Item: Amendment of the City Council's 2023 Meeting Schedule

Explanation: Staff is proposing that the 2023 City Council Meeting Schedule be amended to account for the Easter holiday. Proposed changes include:

- The removal of the Monday, April 10th Workshop at 4:00 p.m.
- The removal of the Monday, April 10th City Council Meeting at 6:00 p.m.
- The addition of a City Council Meeting on Monday, April 24 at 6:30 p.m. following the Joint City Council - GUC Meeting at 6:00 p.m.

Fiscal Note: No direct fiscal impact

Recommendation: Approve the amended 2023 City Council Meeting Schedule.

ATTACHMENTS

 [1124507 - Schedule of City Council Meetings - 20 - COG.DOC](#)



CITY OF GREENVILLE

2023 SCHEDULE OF CITY COUNCIL MEETINGS

Meetings are held in the Council Chambers, located in City Hall, 200 W. Fifth St., Greenville NC 27834, unless otherwise noted.

January 9 – 4:00 PM (Workshop, Conference Room 337, City Hall, 200 W. Fifth St., Greenville, NC 27834)
January 9 – 6:00 PM
January 12 – 6:00 PM
*January 23 – 6:00 PM
January 27 – 12:00 PM (Planning Session)

February 6 – 4:00 PM – (Workshop, Conference Room 337, City Hall, 200 W. Fifth St., Greenville, NC 27834)
February 6– 6:00 PM
February 9 – 6:00 PM
*February 20 – 6:00 PM

March 6 – 4:00 PM – (Workshop, Conference Room 337, City Hall, 200 W. Fifth St., Greenville, NC 27834)
March 6 – 6:00 PM
March 9 – 6:00 PM
*March 20 – 6:00 PM

~~April 10 – 4:00 PM – (Workshop, Conference Room 337, City Hall, 200 W. Fifth St., Greenville, NC 27834)~~
~~April 10 – 6:00 PM~~
April 13 – 6:00 PM
April 24 – 6:00 PM – (Joint City Council –GUC Meeting)
April 24 – 6:30 PM

May 8 – 4:00 PM – (Workshop, Conference Room 337, City Hall, 200 W. Fifth St., Greenville, NC 27834)
May 8 – 6:00 PM – (Budget Presentation for City of Greenville)
May 11 – 6:00 PM – (Budget Presentation for Convention & Visitors, Sheppard Memorial Library, and GUC)
*May 22 – 6:00 PM

June 5 – 4:00 PM – (Workshop, Conference Room 337, City Hall, 200 W. Fifth St., Greenville, NC 27834)
June 5 – 6:00 PM – (Budget Public Hearing)
June 8 – 6:00 PM – (Budget Adoption)
*June 26 – 6:00 PM

August 7 – 4:00 PM – (Workshop, Conference Room 337, City Hall, 200 W. Fifth St., Greenville, NC 27834)
August 7 – 6:00 PM
August 10 – 6:00 PM
*August 21 – 6:00 PM

September 11 – 4:00 PM – (Workshop, Conference Room 337, City Hall, 200 W. Fifth St., Greenville, NC 27834)
September 11 – 6:00 PM
September 14 – 6:00 PM
September 25 – 6:00 PM – (Joint City Council - GUC meeting)

October 9 – 4:00 PM – (Workshop, Conference Room 337, City Hall, 200 W. Fifth St., Greenville, NC 27834)
October 9 – 6:00 PM
October 12– 6:00 PM
*October 23 – 6:00 PM

November 6 – 4:00 PM – (Workshop, Conference Room 337, City Hall, 200 W. Fifth St., Greenville, NC 27834)
November 6– 6:00 PM
November 9– 6:00 PM
*November 20 – 6:00 PM

December 11– 6:00 PM – (Organizational Meeting)
December 14 – 6:00 PM

*Meetings scheduled per the meeting policy outlined in the City Code. The City Council may elect to hold or cancel these meetings as needed each month.

ADOPTED
10/10/2022



City of Greenville, North Carolina

Meeting Date: 02/06/2023

Title of Item: Resolution amending the City of Greenville Personnel Policies

Explanation: The proposed Resolution amends various Articles and Sections of the City's Personnel Policies, summarized as follows:

- **Probationary period:** Changes the probationary period of sworn law enforcement personnel, excluding employees in a trainee status, from twelve (12) months to six (6) months to allow for a 5% pay increase after successful completion of the six-month probationary period. Six- or twelve-month probationary periods for sworn law enforcement personnel is standard throughout law enforcement agencies; however, shortening the probationary period for certified police officers is part of the City's ongoing efforts to better attract and retain experienced officers.
- **Residency requirement:** Rescinds the residency requirement for members of the management team but continues to allow the City Manager to establish residency requirements within or immediately adjacent to City service areas for designated employees in any department.
- **Designation of workweek and work period:** For shift Fire/Rescue Officers, amends the work period from a 14-day work period to a 28-day work period in accordance with Section 207(k) of the Fair Labor Standards Act for increased operational effectiveness.

The changes in the current Policies are shown in red and as strikethroughs.

Fiscal Note: None

Recommendation: Adopt the resolution amending the City of Greenville Personnel Policies

ATTACHMENTS

 [Resolution amending the City of Greenville Personnel Policies Feb 2023.pdf](#)

RESOLUTION NO. _____
 A RESOLUTION AMENDING THE CITY OF GREENVILLE PERSONNEL POLICIES

THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA, RESOLVES:

Section 1. The City of Greenville Personnel Policies is hereby amended by amending the Articles and Sections denoted in the table below to read as follows:

Article Number	Proposed amendment(s)
Article V (Recruitment, Selection, and Employment)	<p style="text-align: center;">SECTION 7.0 Probationary Period</p> <p>All employees appointed or promoted to designated part-time or regular full-time positions shall serve a probationary period of six months, with the following exceptions:</p> <ul style="list-style-type: none"> • Sworn law enforcement personnel, subject to North Carolina Criminal Justice Education and Training Standards regulations, who will serve a probationary period of twelve months, and • Employees in a trainee status (including sworn Police and Fire/Rescue trainees) who will serve an extended probationary period as established by the City Manager in order to obtain desirable education and experience requirements, and • Employees whose position is reclassified to a lower or lateral classification due to reorganization or restructuring and whose probationary period has been waived by the department head, with the City Manager's approval. <p>The probationary period provides a specific time frame for supervisors to monitor, evaluate, and assist an employee in adjustment to service with the City in general and to the position in particular. Proper use of the probationary period will result in identification and retention of those employees who demonstrate the skills and meet the performance levels required of various positions. Successful completion of a probationary period should not be construed as guaranteeing continued employment or as creating a contract of employment.</p> <p>During the probationary period, the supervisor of the employee serving in a probationary status shall closely monitor the progress of that employee and shall frequently discuss with the employee his or her performance. Before the end of the probationary period, a performance evaluation shall be completed by the supervisor and the supervisor shall meet with the employee to discuss accomplishments, strengths, and any needed improvements. The supervisor shall recommend in writing whether the probationary period should be</p>

Article Number	Proposed amendment(s)
	<p>completed, extended, or the employee transferred, demoted, or dismissed. Probationary periods may be extended for a maximum of six (6) additional months.</p> <p>An employee may be dismissed during the probationary period at any time the department head has documented that the employee is not satisfactorily performing the assigned duties. An employee who is dismissed while serving a probationary period following initial employment may not appeal such action. If an employee fails to successfully complete the probationary period including any approved extension, the probationary employee shall be dismissed from employment.</p>
<p>Article IV (The Pay Plan)</p>	<p>SECTION 6.0 Use of Pay Ranges</p> <p>Pay ranges are intended to furnish administrative flexibility in recognizing individual differences among positions allocated to the same class, in providing employee incentives, and in rewarding employees for meritorious service. The following provisions shall govern the granting of within-the-range increases:</p> <ul style="list-style-type: none"> a. Hiring Rate: The minimum rate established for the class is the normal hiring rate, except in those cases where circumstances, including documented difficulty in recruiting and retention, appear to warrant appointment at a higher rate. Appointment above the minimum step may be made on the recommendation of the department head and Director of Human Resources, and when the City Manager determines that it is necessary in the best interest of the City. Approval will be based on the degree to which the qualifications of the applicant are in excess of the requirements for the class, or that there is a demonstrated shortage of qualified applicants available at the minimum step, or that qualified applicants decline employment at a minimum step. b. Completion of Six Months of Service at Hiring Rate: Upon completion of six months of service at the hiring rate, the supervisor shall review the employee's progress. Based upon the supervisor's and department head's recommendation, and with the approval of the Director of Human Resources, the employee's salary may be increased by 5%. The pay rate of sworn-law enforcement personnel and employees in a trainee status may be increased by 5% after successful completion of the applicable probationary period. c. The remaining pay range is to be used to reward employees for meritorious service.

Article Number	Proposed amendment(s)
<p>Article V (Recruitment, Selection, and Employment)</p>	<p>SECTION 2.0 Residency Requirement</p> <p>The City Manager may administratively establish residency requirements within or immediately adjacent to City service areas for designated employees in any department. These residency requirements for designated employees established administratively by the City Manager shall be on file in the Human Resources Department.</p> <p>SECTION 2.1 <u>Residency Requirement for Management Team</u></p> <p>Members of the management team as designated by the City Manager shall be required to maintain their primary residency within the Greenville city limits, except that employees promoted into such positions and who reside in the City's extraterritorial jurisdiction (ETJ) at the time of promotion may continue residing in the ETJ following promotion provided that the individual continues to maintain his/her primary residence at the same address. If the promoted employee does not continue to maintain his/her primary residence at the same address within the ETJ, the employee shall be required to maintain his/her primary residency within the Greenville city limits. The list of the positions that are designated by the City Manager as being members of the management team shall be on file in the Human Resources Department.</p> <p>At the time of appointment to the management team position, the employee can be a non-City resident, but must relocate to the City within six (6) months following the completion of the probationary period for the management team position (unless maintaining his/her primary residence at the same address within the City's ETJ). The City Manager may extend this time for relocation if, in the City Manager's opinion, the employee is making a diligent effort to relocate to the City. For the purposes of this section, appointment shall mean a regular appointment as opposed to a temporary, interim, or acting appointment.</p> <p>SECTION 2.2 <u>Re-certification of Residency Requirement</u></p> <p>Employees subject to a residency requirement under this Article shall periodically re-certify their compliance with the residency requirement as required by their department head or the City Manager.</p>
<p>Article VI (Conditions of Employment)</p>	<p>SECTION 22.0 Residency Requirements for Employment with the City</p> <p>In accordance with Article V of these policies, certain positions are may be subject to residency requirements as a condition of employment.</p>

Article Number	Proposed amendment(s)
<p>Article IV (The Pay Plan)</p>	<p>SECTION 26.0 Designation of Workweek and Work Period</p> <p>The workweek for the City of Greenville will begin at 8:00 a.m. on Saturday and run to 8:00 a.m. the next Saturday, except as indicated below:</p> <ul style="list-style-type: none"> a. Shift Police Officers will begin at 7:00 a.m. on Saturday and end two weeks later at 7:00 a.m. b. Shift Fire/Rescue Officers will begin at 8:00 a.m. on Saturday and end two weeks later at 8:00 a.m. c. Telecommunicators will begin at 7:00 a.m. on Saturday and end the next Saturday at 7:00 a.m. <p><i>Section 26.1 <u>Total Hours in a Workweek</u></i></p> <p>The total hours in a workweek for employees shall be 40 hours unless otherwise specified below:</p> <ul style="list-style-type: none"> a. Police Officers shall have a work period of 14 days with 86 hours worked. Time worked beyond 86 hours in the 14-day work period shall be paid at the overtime rate of time and one-half the regular hourly rate, except as provided for in the emergency call back policy [Section 18.0 of this Article]. b. Fire/Rescue Officers working a twenty-four (24) hour 15-minute rotating shift will be paid at the regular rate of pay for the first 106 212 hours in the 14-day 28-day work period and shall be paid time and one-half for hours worked beyond 106 212 in the 14-day 28-day work period, except as provided for in the emergency call back policy [Section 18.0 of this Article]. c. The City will operate on a biweekly pay period for all employees.
<p>Article IV (The Pay Plan)</p>	<p>SECTION 31.0 Time Off Plan</p> <ul style="list-style-type: none"> a. Except for sworn Police Officers and Fire/Rescue Officers working a 24-hour 15-minute rotating shift, each 40-hour workweek shall stand alone for determining overtime liability. However, to reduce total payroll liability, department heads are encouraged to grant time off during biweekly payroll periods to reduce overtime wage payments made necessary by overtime work. b. The following guidelines shall be used to grant time off under this plan: <ul style="list-style-type: none"> 1. If hours worked on a given day exceed the normal workday, straight time off may be given only during that workweek. 2. If an employee works over 40 hours in the first week of a biweekly pay period, the employee must be paid at the rate of time and one-half for the hours worked over 40. Time off may be given during the second week of that

Article Number	Proposed amendment(s)
	<p>biweekly pay period at the rate of one and one-half the number of overtime hours in the first week.</p> <ol style="list-style-type: none"> 3. For Fire/Rescue Officers working a 24-hour 15-minute rotating shift, straight time off may be given anytime during the 14-day 28-day pay work period as long as the total hours worked are not over 106 212 hours. For sworn Police Officers, straight time off may be given anytime during the 14-day pay work period as long as the total hours worked are not over 86 hours. 4. Time off for emergency call back hours shall be given at the rate of one and one-half times the number of emergency call back hours worked. 5. When an employee works overtime in any given week (or work period for sworn Police and Fire/Rescue Officers), the department head shall first attempt to give the employee time off under the provisions of subsections a. and b. of this Section. If it is not feasible to give time off, overtime wages shall be paid to the employee. 6. All adjustments to hours worked made in accordance with this section shall be accurately reflected on employee timesheets.

Section 2. All inconsistent provisions of former resolutions or policies are hereby repealed.

Section 3. This resolution shall be effective upon its adoption.

ADOPTED this the 6th day of February, 2023.

P.J. Connelly, Mayor

ATTEST:

Valerie P. Shiuwegar, City Clerk

Doc. #1176617



City of Greenville, North Carolina

Meeting Date: 02/06/2023

Title of Item: Master Right-of-Way Encroachment Agreement with Spectrum Southeast, LLC.

Explanation: The City has received a request from Spectrum Southeast, LLC, to encroach over and upon the public street right-of-ways of the City for installation, operation, and maintenance of communication facilities.

For City Council's consideration is the Master Right of Way Encroachment Agreement (attached) setting out the terms by which Spectrum Southeast, LLC, can encroach over and upon the public street rights-of-ways of the City.

No adverse comments regarding this encroachment were received through the departmental review process. Staff takes no exception to this request.

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

Recommendation: City Council approve the right-of-way encroachment agreement permitting Spectrum Southeast, LLC, to encroach over and upon the public street right-of-ways of the City for installation, operation, and maintenance of communication facilities.

ATTACHMENTS

 [CHARTER REDLINE City of Greenville NC Master ROW Agreement C___.pdf](#)

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

STATE OF NORTH CAROLINA
COUNTY OF PITT

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

Master Rights of Way Encroachment Agreement

THIS AGREEMENT made and entered into this the ____ of _____, 2023 by and between the **CITY OF GREENVILLE**, a municipal corporation created under the laws of the State of North Carolina, P.O. Box 7207, Greenville, NC 27835, party of the first part and hereinafter referred to as the “**City**”, and **SPECTRUM SOUTHEAST, LLC**, authorized to do business in North Carolina, party of the second part, and hereinafter referred to as “**PERMITTEE**.”

W I T N E S S E T H

WHEREAS, PERMITTEE desires to encroach upon the City Public Rights of Way within the corporate limits of the City of Greenville for the installation, operation, and maintenance of Communications Services Facilities; and

WHEREAS, it is to the material advantage of PERMITTEE to effect this encroachment, and the CITY, in the exercise of authority conferred upon it by North Carolina General Statute § 160A-296, is willing to permit the encroachment within specific locations within the City Public Rights of Way within the corporate limits of Greenville as approved by the Director of Public Works, subject to the terms and conditions of this Agreement, the provisions of the Code of Ordinances, City of Greenville, North Carolina;

NOW, THEREFORE, in consideration of the execution of this Agreement by the CITY, the benefits flowing to PERMITTEE , and the covenants and agreements herein contained with respect to the obligations of PERMITTEE hereunder, the CITY does hereby give and grant unto PERMITTEE the right and privilege to make the encroachment as shown on all permits to construct the encroachment, subject to the conditions contained in this Agreement; and

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

The covenants and agreements by and between the CITY and PERMITTEE as a part of the consideration for this encroachment agreement are as follows:

SECTION 1. DEFINITIONS

For the purposes of this agreement, the following terms, phrases, words and their derivations shall have the meaning given herein unless otherwise defined by Federal or State law. When not inconsistent with the context, words used in the present tense include the future; words in the plural number include the singular number. The word "shall" is mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

Communications Services means all services that PERMITTEE is authorized to provide under Law.

Director of Public Work means **Director of Public Works or their designee.**

GUC means Greenville Utilities Commission.

Facilities includes, without limitation, cables, conduits, converters, splice boxes, cabinets, handholds, manholes, vaults, equipment, surface location markers, utility poles, appurtenances, and related facilities to be located by the PERMITTEE in the Public Rights of Way of the CITY and used or useful for the provision of communications services it is authorized by law to provide.

NCDOT means North Carolina Department of Transportation.

LAW means any local, state or federal legislative, judicial or administrative order, certificate, decision statute, constitution, ordinance, resolution, regulation, rule, tariff, guideline or other requirement, as amended, now in effect or subsequently enacted or issued during the term of this Agreement, including, but not limited to, the Communications Act of 1934, as amended by the Telecommunications Act of 1996, Pub.L. No. 104-104, 110 Stat. 70, codified at 47 U.S.C., and all orders, rules, tariffs, guidelines and regulations issued by the Federal Communications Commission or the North Carolina Utilities Commission pursuant thereto.

PUBLIC RIGHTS OF WAY or PUBLIC WAY means the surface, the airspace above the surface and the area below the surface of any public street, highway, lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, park, parkway, waterway, utility easement hereafter held by the City or other public rights-of-way now or which shall entitle the CITY and PERMITTEE to the use thereof for the purpose of installing and maintaining small wireless facilities owned by the PERMITTEE. No reference herein to the "public way" shall be deemed to be a representation or guarantee by the CITY that its title to any property is sufficient to permit its use for such purpose, and PERMITTEE shall, by its use of such terms, be deemed to gain only such rights to use property in the CITY as the CITY may have the undisputed right and power to give or as granted by Federal or State law.

STATE means the State of North Carolina.

SECTION 2. GENERAL PROVISIONS

- a. Use of Public Rights of Way. For the purpose of installation, operation and maintenance of Communications Services Facilities, PERMITTEE may erect, install, construct, repair, replace, reconstruct and retain in, on, over, under, upon, across and along the public streets and ways within the corporate limits of Greenville such Facilities and other appurtenances as are necessary to provide Communications Services provided, however, that, subject to applicable Law, PERMITTEE shall comply with all design, construction, safety, and performance provisions contained in this Agreement and other applicable local ordinances. The PERMITTEE accepts the City Public Rights-of-Way "as is" and "where is" and assumes all risks related to the use.
- b. Location of Public Rights of Way and Existing Utilities. It is the responsibility of PERMITTEE to determine the location of the Public Rights of Way and to notify utilities located thereof requesting locates. PERMITTEE agrees to fully comply with Underground Utility Safety and Damage Prevention Act, Article 8A of Chapter 87 of the NCGS.
- c. Use of Areas Outside the Public Rights of Way. This Agreement only covers the encroachment over and upon the Public Rights of Way of the CITY within the corporate limits of Greenville. PERMITTEE shall comply with applicable law in securing necessary easements, permits, permission, or approval for encroachment or other use of property outside the Public Right of Ways. The CITY neither promises nor contracts to obtain or acquire easements or Public Rights of Way for the construction, installation, maintenance or operation of the PERMITTEE's Facilities.
- d. Police Powers. PERMITTEE's rights are subject to the police powers of the CITY to adopt and enforce ordinances for the health, safety and welfare of the public to extent allowed by law. Subject to applicable Law, PERMITTEE shall comply with all applicable general laws and ordinances enacted by the CITY pursuant to that power (for instance, City's noise ordinance).
- e. E-verify. If this Agreement is subject to NCGS § 143-133.3, the PERMITTEE and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NCGS.
- f. Right of way use Charge. PERMITTEE acknowledges that City may impose a Public Right-of-Way charge to the extent permitted by law. Any such fee shall be uniformly applied to Public Right-of-Way occupants and competitively neutral in accordance with NCGS § 160A-296(c).
- g. Confidentiality in accordance with Applicable Law. City agrees to keep records provided by PERMITTEE confidential and proprietary to the fullest extent permitted by Applicable Law. PERMITTEE shall be responsible for clearly and conspicuously identifying the Records confidential or proprietary. PERMITTEE acknowledges that applicable law places limitations on the ability of the City to protect certain information unless such information meets the statutory requirements set forth therein. If the City believes it must release any such confidential or proprietary records in the course of enforcing this Agreement, or for any other reason, it w advise PERMITTEE in advance so that PERMITTEE may take appropriate steps to protect its interests. The City agrees that, to the extent permitted by applicable law, it will deny access to any of PERMITTEE's records marked confidential, as set forth above, to any person and that it will furnish only that portion of the PERMITTEE's records required under applicable law.

SECTION 3. TERM

Term. The term of this Agreement is twenty (20) years (the “First Term”). At the end of the First Term, the Agreement shall automatically renew for successive one-year terms unless terminated by either party as provided herein or unless superseded by a new or amended agreement. Notwithstanding the foregoing, the grant of Permission to encroach shall become void, and this Agreement terminated, if the Applicant does not begin installation of the Facilities within one (1) year of the date of this Agreement (unless mutually agreed upon in writing by the parties) and thereafter diligently pursue installation to completion. The term of this Agreement does not impact the term of any permits granted hereunder which may be longer or shorter.

SECTION 4. CONSTRUCTION AND TECHNICAL STANDARDS

- a. Compliance with Construction and Technical Standards. PERMITTEE shall construct, install and maintain its Facilities in an orderly and workmanlike manner and in a manner consistent with all applicable Laws.
- b. Approval of Construction Plans. Prior to the placement or installation of any part of the PERMITTEE’s facilities within Public Rights of Way, PERMITTEE shall first submit to the Director of Public Works a Construction Plan, including a concise description of the Facilities proposed to be erected or installed, specifications, engineering drawings, and detailed plans indicating the proposed location of all such Facilities and their relationship with existing utilities (to the extent known prior to requesting utility locates pursuant to the Underground Utility Safety and Damage Prevention Act, Article 8A of Chapter 87 of the NCGS including the location of the Public Right of Way and all above and below ground structures located within the Public Right of Way.
- c. Pole Attachment. Upon request, PERMITTEE shall provide the CITY with written verification of PERMITTEE’s right to attach to poles within the Public Rights of Way when said poles are to be utilized, and that there is sufficient clearance for attachment.
- d. Identification of Facilities. All PERMITTEE above ground structures in the Public Rights-of-Way shall be marked to identify the owner of the structure and emergency contact for the same.
- e. NCDOT Approval. PERMITTEE shall submit to the CITY written verification of approval of the PERMITTEE’s final construction plans from the North Carolina Department of Transportation (NCDOT) where NCDOT right of ways are involved, and evidence of the coordination of construction with other utilities along PERMITTEE’s Facilities route.
- f. No placement or installation of any part of the PERMITTEE’S Facilities shall be commenced by any person until construction permits and written approval has been issued by the Director of Public Works; provided further, that such permits and approval shall not be unreasonably withheld and action thereon shall be taken within a reasonable period of time as allowed by law.
- g. PERMITTEE shall provide the following to the Director of Public Works at least three (3) working days before the start of construction.

- (1) Application for a Right-of-Way Excavation & Restoration Permit

- (2) Proposed schedule of operations.
 - (3) The name(s) and phone numbers of the project contact person(s).
 - (4) Tree trimming plan for overhead lines if applicable.
- h. Traffic Control Plan. PERMITTEE shall submit with the original application and coordinate with the City Traffic Engineer, a traffic control plan prepared in accordance with the Manual on Uniform Traffic Control Devices and amendments or supplements thereto (MUTCD) as published by the Federal Highway Administration at least forty-eight (48) hours prior to the start of construction. PERMITTEE shall install and maintain all traffic control devices in accordance with the plan and MUTCD. Street or lane closures shall be limited to the hours between 8:30AM and 4:30 PM, Monday-Friday or as approved by the City Traffic Engineer.
- i. Record Drawings. Within sixty (60) days after the completion of any construction activities of the Facilities within the Public Rights of Way and subject to Section 2.g. herein, PERMITTEE shall provide to the Director of Public Works copies of the record drawings, being two (2) printed copies along with a PDF file of the same, and a digital version compatible with ESRI GIS software.
- j. Requirement for Underground Installations. All installations that can practicably be placed underground shall be underground in those areas of the CITY where all utilities serving the area are underground at the time of installation. In areas where other utility facilities are above ground at the time of installation, PERMITTEE may install its service above ground on such facilities. All cables shall be installed, where possible, parallel with electric and telephone lines. Multiple cable configurations shall be arranged in parallel and bundled with due respect for engineering considerations. At such time as all utilities and cable serving the area are required to be placed underground by the CITY or are placed underground, PERMITTEE shall likewise place its Facilities underground without cost to the CITY.
- k. Applicable Standards. PERMITTEE shall at all times comply with the (1) applicable Federal, State and local regulations; and (2) the standards as set forth in this Agreement.
- l. Interference with Persons, Improvements, Public and Private Property and Utilities. PERMITTEE's Facilities shall be located, erected and maintained in accordance with applicable Law.
- m. Excavation and Work in Public Streets; Application; Restoration; Damage.
- (1) Prior to the start of any permitted work under this Agreement, the PERMITTEE shall make application for a Right-of-Way Excavation and Restoration Permit.
 - (2) PERMITTEE shall install the cable by directional boring. PERMITTEE may excavate or disturb pavement, curb, gutters, sidewalks, driveways, or other surfacing in or on any street, right-of-way, or public place as necessary for directional boring. Manholes and handholes shall not be visible in residential areas unless approved by the Director of Public Works who may require a route change. If authorized in writing by the Director of Public Works, sidewalks may be excavated for the placement of manholes and handholes.
 - (3) Excavations or borings made by PERMITTEE under the Public Rights-of-Way or public places of the CITY, pursuant to this Agreement, shall be made in compliance with the ordinances and regulations of the CITY in effect at the time of such excavation.

- (4) Prior to any excavation in or boring under the Public Rights-of-Way of the CITY, PERMITTEE shall comply with Underground Utility Safety and Damage Prevention Act, Article 8A of Chapter 87 of the NCGS.
- (5) In situations deemed by the PERMITTEE to constitute an emergency involving a danger to the public health, safety and welfare, PERMITTEE shall notify the Director of Public Works of the nature and the location and of the potential hazard.
- (6) During the installation, repair or removal of PERMITTEE's Facilities in or on any Public Right of Way or public place, PERMITTEE agrees to provide at all times proper signs, signal lights, flagmen, barricades, and other warning devices for the protection of pedestrian and vehicular traffic in conformance with the approved Traffic Control Plan and MUTCD.
- (7) PERMITTEE shall exercise due care in the operation, installation, alteration, repair or removal of its Facilities. If any utility or property of the CITY or GUC, real or personal, is damaged, or destroyed as a result of either the negligent or intentional acts of PERMITTEE, its employees, agents or persons operating under its direction, supervision or control, PERMITTEE shall be liable to the CITY for such actual out-of-pocket damages, including but not limited to the cost to repair or replace the utility or property.
- (8) Immediately after PERMITTEE installs or repairs its Facilities, PERMITTEE shall refill any excavations according to the technical specifications of the CITY. PERMITTEE shall restore and replace landscaping destroyed, disturbed, or damaged by such work in accordance with the technical specifications of the CITY and subject to the inspection of the Director of Public Works.
- (9) If the installation, alteration, repair or removal of the Facilities in or on any Public Right of Way or public place requires the temporary removal of bricks, grates, trees or other property or materials belonging to the CITY, PERMITTEE shall, until such materials are reinstalled, and in the exercise of due care, store said property or materials in a safe place satisfactory to the CITY to minimize the risk of damage or theft.
- (10) PERMITTEE shall use commercially reasonable efforts to preserve and protect all trees and shrubbery located within the Public Rights of Way, and public places of the CITY from damage by PERMITTEE. PERMITTEE shall comply with the regulations of the CITY concerning the preservation and protection of trees and shrubs. PERMITTEE shall pay to the CITY the cost of treating, removing and replacing any tree or shrub on the Public Rights-of-way and public places of the CITY which has been damaged or destroyed as a result of the work of PERMITTEE.
- (11) Whenever the CITY, GUC, or NCDOT, or their successors or assigns, within the exercise of reasonable police power, for the benefit of the public safety, plan to widen, modify, close, relocate, grade or regrade any public street, sidewalk, or other public way, in, along, under or across, which PERMITTEE shall have installed any of its Facilities, it shall be the duty of PERMITTEE, upon reasonable notice by the proper authority, and at no cost to the CITY, GUC, or NCDOT to remove or relocate as necessary its facilities that are in, along, under or across any public street, sidewalk, or other public way. This paragraph does not apply to PERMITTEE's Facilities that are in, along, under or across property owned by PERMITTEE.

- (12) PERMITTEE shall, on the request of any person holding a building moving permit issued by the CITY, temporarily raise or lower its lines to permit the moving of buildings. The expense of such temporary removal, raising or lowering of lines shall be paid by the person requesting the same, and PERMITTEE shall have the authority to require such payment in advance. PERMITTEE shall be given not less than fifteen (15) working days advance notice to arrange for such temporary line changes.
- (13) Facilities City and GUC shall exercise due care in the operation, installation, alteration, repair or removal of their facilities near PERMITTEE's encroaching structure. Any damage to PERMITTEE's encroaching structure caused by the CITY's or GUC's use of its rights of way for construction or maintenance work in the ordinary course of its business, shall be borne by PERMITTEE except where such damage is caused, in whole or in part, by the negligence or willful misconduct of the CITY or GUC.
- (14) Removal and Abandonment.
- a) If this Agreement is terminated and if PERMITTEE has no other legal right to keep its Facilities in place, PERMITTEE agrees to promptly vacate and remove its above-ground Facilities at its own expense, provided that the Director of the Department of Public Works may, at that time, agree in writing, upon the written request of PERMITTEE to allow abandonment of some or all of its above-ground Facilities in place, if PERMITTEE will transfer ownership of any abandoned Facilities to the City. PERMITTEE may abandon underground Facilities in place.
- b) Restoration of Property. In removing its Facilities, PERMITTEE shall not excavate or disturb pavement, curb, gutters, sidewalks, driveways, or other surfaces in or on any street, right-of-way or public place. PERMITTEE shall refill, at its own expense, any excavation and boring that shall be made by it and shall leave all Public Rights-of-Ways and public places in as good a condition or better as that prevailing prior to PERMITTEE's removal of its Facilities without affecting the electrical, television, telephone or other telecommunication cable, wires or attachments or the utilities. The CITY shall inspect and approve the condition of the Public Rights-of-Ways and public places and cables, wires, attachments, and poles after removal. The liability, indemnity, insurance, performance bond and letter of credit as provided herein shall continue in full force and effect during the period of removal until full compliance by PERMITTEE with the terms and conditions of this paragraph and this Agreement.
- c) Restoration by CITY; Reimbursement of Costs. In the event of a failure by PERMITTEE to complete any work required by b. above, within the time as may be established and to the reasonable satisfaction of the CITY, the CITY may cause such work to be done and PERMITTEE shall reimburse the CITY the cost thereof within fifteen (15) days after receipt of an itemized list of such costs or the CITY may recover such costs through the performance bond provided by PERMITTEE. The CITY shall be permitted to seek legal and equitable relief to enforce the provisions of this section.

- d) Should any removal or abandonment of Facilities in place be approved by the Director of Public Works, PERMITTEE shall thereafter apply for and obtain any necessary permits.
- e) If any portion of the above-ground Facilities covered under this Agreement are no longer used by the PERMITTEE, or are abandoned for a period in excess of 180 days, the PERMITTEE shall notify the CITY and shall vacate and remove the Facilities at its own expense within a reasonable time.

SECTION 5. EMERGENCY CONTACTS

- a. Coordination of Emergency Events. In case of an emergency, CITY will act to protect the public health and safety of its citizens and to protect public and private property, notwithstanding any provision in this Agreement. In the event addressing the emergency impacts the PERMITTEE's Facilities, the CITY will make every reasonable effort to coordinate its emergency response with the PERMITTEE.
- b. Notice of Changes: PERMITTEE will keep emergency contact information current, and provide the Director of Public Works or their designee with information as to changes within a reasonable time.
- c. Response to Network Emergency: In case of a network emergency, PERMITTEE may access its Facilities without first obtaining a permit to disturb the Public Right-of-Way provided PERMITTEE has conducted network trouble-shooting and diagnostic tests and has reasonably identified the point or points of network failure or malfunction. While acting under this provision to address a network emergency, PERMITTEE shall conduct its activities within the Public Right-of-Way in such a manner as to reasonably protect public and private property. PERMITTEE will make every reasonable effort to coordinate its emergency response with the CITY. To that end, prior to entering the Public Right-of-Way, PERMITTEE will contact the Director and give notice to CITY of the network emergency and an estimated time period to address the situation.

SECTION 6. TRANSFER OF OWNERSHIP OR CONTROL

- a. A transfer of ownership or control of the Facilities shall comply with all applicable Federal, State and Local Laws. The PERMITTEE shall promptly notify the CITY of any transfer ownership or control of the Facilities. The transferee is required to accept this Agreement and all of its terms, provisions, and any amendments at the time of transfer. Performance bond and letter of credit, insurance are required from the transferee before the transfer is complete. Notification to the CITY shall be as outlined herein. Notwithstanding anything herein to the contrary, PERMITTEE shall be permitted to transfer ownership and control of its facilities to any other entity with which it is affiliated through ownership (for example, a corporate parent, a subsidiary, or a subsidiary of a corporate parent) providing that such other entity undertakes all the obligations of PERMITTEE under this Agreement.
- b. Grant of Third Party Rights. Notwithstanding any provision in this Agreement to the contrary, the CITY agrees and acknowledges that PERMITTEE shall have the right to grant to third parties indefeasible rights of use and/or a right to use its Facilities, which are subject to the rights that have been granted to PERMITTEE under this Agreement and that such actions by PERMITTEE shall not constitute a transfer of ownership or control of the Facilities or require the prior approval by the CITY.

SECTION 7. PERFORMANCE BOND, LETTER OF CREDIT, INSURANCE, AND INDEMNIFICATION

a. Performance Bond or Letter of Credit.

- (1) At the time this Agreement is accepted, PERMITTEE shall deliver to the CITY:
 - a) Letter of credit issued by a federally-insured banking institution in the amount of one hundred thousand dollars (\$100,000) or
 - b) Performance bond issued by a surety licensed in North Carolina in the amount of \$100,000

The bond or letter of credit shall be a security fund. Failure to timely obtain, file and maintain said bond or letter of credit shall constitute a substantial violation within the meaning of this section.

- (2) The security fund shall serve as security for:
 - a) The faithful performance by PERMITTEE of all the terms and conditions of the Agreement;
 - b) Any expenditure, damage or loss incurred by the CITY occasional by PERMITTEE's unexcused or uncured failure to comply with all lawful rules, regulations, orders, permits and other directives of the CITY issued pursuant to this Agreement; and
 - c) The payment by PERMITTEE of all liens and taxes, and all damages, claims, costs or expenses which the CITY has been compelled to pay or incur by reason of any act or default of PERMITTEE, and all other payments due the CITY from PERMITTEE pursuant to this Agreement.
 - d) The costs and expenses incurred by the CITY as a result of PERMITTEE's abandonment of the Facilities at any time during the term of the Agreement or any extension thereto; or
- (3) If PERMITTEE fails to repay to the CITY any damages, costs or expenses which the CITY shall be compelled to pay by reason of any act or default of PERMITTEE in connection with this Agreement, the CITY may then demand payment from the security fund.
- (4) The letter of credit shall be issued to the City of Greenville and shall be made payable upon a draft submitted by the CITY and accompanied by the written statement of an appropriately authorized official for the CITY that payment is due the CITY under the terms of this Agreement as a result of a default by PERMITTEE. The CITY shall be the beneficiary under the performance bond. PERMITTEE shall not use the security fund for other purposes and shall not assign, pledge or otherwise use this security fund as security for any purpose. During the term of the Agreement, the letter of credit shall be maintained in the amount of one hundred

thousand dollars (\$100,000), or the performance bond shall be maintained in the amount of one hundred thousand dollars (\$100,000).

b. Insurance.

- (1) All Certificates of Insurance must be furnished before work begins. A Certificate of Insurance (COI) must be issued by an authorized representative of the insurance carrier(s). Certificates of Insurance must have the Insurance Company name and NAIC number clearly identified.
- (2) PERMITTEE shall immediately advise the CITY of any litigation arising out of this Agreement that may develop that would affect this insurance.
- (3) Neither the provisions of this section nor any damages recovered by the CITY hereunder shall be construed or limit the liability of PERMITTEE under the Agreement or for damages.
- (4) PERMITTEE shall provide at least 30 days' prior written notice to CITY of cancellation of any required coverage that is not replaced.
- (5) All insurance policies provided under the provisions of this ordinance or the Agreement shall be written by companies authorized to do business in the State of North Carolina and approved by the State Commissioner of Insurance.

PERMITTEE shall include the City of Greenville as an Additional Insured to the General Liability and Automobile Liability policies including those of its subcontractors while working hereunder.

(6) **Commercial General Liability:**

Limits:

Each Occurrence:	\$1,000,000
General Aggregate Limit	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000

The form of coverage must be the ISO CG 00 01 policy or equivalent as approved by the State of North Carolina Department of Insurance. Certificates evidencing ongoing completed operations coverage shall be provided for at least two years following the termination or expiration of this Agreement.

(7) **Commercial Automobile Liability:**

Limits:

\$1,000,000 combined single limit.

The City of Greenville must be added as an Additional Insured on the Commercial Auto Liability policy.

(8) **Workers' Compensation Insurance:**

Limits:

Workers Compensation: Statutory for the State of North Carolina

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

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

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

Workers Compensation must include all employees.

(9) **Umbrella Liability:**

An Umbrella or excess Liability policy covering General Liability, Automobile Liability and Employers Liability with a minimum limit of \$10,000,000 is required. PERMITTEE may use any combination of primary and excess to meet required total limits.

Notwithstanding the forgoing, PERMITTEE may, in its sole discretion, self-insure any of the required insurance under the same terms as required by this Agreement. In the event PERMITTEE elects to self-insure its obligation under this Agreement to include CITY as an additional insured, the following conditions apply: (i) CITY shall promptly and no later than thirty (30) days after notice thereof provide PERMITTEE with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide PERMITTEE with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) CITY shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of PERMITTEE; and (iii) CITY shall fully cooperate with PERMITTEE in the defense of the claim, demand, lawsuit, or the like.

c. Indemnification.

- (1) To the maximum extent allowed by law, the PERMITTEE shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this Agreement as a result of willful misconduct, the negligent acts, or omissions of the PERMITTEE or subcontractors, employees and agents hereunder.
- (2) Definitions. As used in subsections (1) above and (3) below –
“Charges” means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within “Charges” are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this agreement). “Indemnitees” means City and GUC, and their officers, officials, independent contractors, agents, and employees, excluding the PERMITTEE.
- (3) Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this Agreement. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in

this Agreement.

- (4) Survival. This section shall remain in force for the applicable statute of limitations for Charges despite termination of this Agreement (whether by expiration of the term or otherwise) and termination of the services of the PERMITTEE under this Agreement.
- (5) Limitations of the PERMITTEE's Obligation. If this section is in, or is in connection with, a contract or agreement relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road, appurtenance or appliance, including moving, demolition and excavating connected therewith, then subsection (1) above shall not require the PERMITTEE to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the willful misconduct and/or negligence, in whole or in part, of Indemnitees.
- (6) In order for Indemnitees to assert its rights to be indemnified, defended, and held harmless, Indemnitees must, with respect to each claim:
 - a) Promptly notify PERMITTEE within ten (10) business days in writing of any claim or legal proceeding which gives rise to such right;
 - b) Afford PERMITTEE the opportunity to participate in any compromise, settlement or other resolution or disposition of any claim or proceeding; and
 - c) Cooperate with reasonable requests of PERMITTEE, at PERMITTEE's expense, in its participation in, and any compromise, settlement or resolution or other disposition of such claim or proceeding subject to subparagraph (2) above.

SECTION 8. NOTICES

Except as otherwise provided herein, all notices from PERMITTEE to the CITY pursuant to this Agreement shall be to the City Manager or his/her designee as follows:

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

And to PERMITTEE

Charter Communications
101 Innovation Avenue, Suite 100
Morrisville, NC 27560
Attn: Area Vice President, Field Operations

With a copy to

Charter Communications
12405 Powerscourt Drive
St. Louis, MO 63131
Attn: Legal Operations

PERMITTEE shall maintain with the CITY a telephone number and an address for service of notices by mail. PERMITTEE shall be required to advise the CITY of such addresses and telephone numbers and any changes thereof.

SECTION 9. FAILURE OF CITY TO ENFORCE THIS AGREEMENT, NO WAIVER OF THE TERMS THEREOF

PERMITTEE shall not be excused from complying with any of the terms and conditions of this Agreement by any failure of the CITY upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.

SECTION 10. SEVERABILITY

- a. **Invalidity.** If any term, condition or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder hereof and the application of such term, condition or provision to persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, provisions and conditions hereof shall, in all other respects, continue to be effective and to be complied with. In the event that such law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision which had been held invalid or modified is no longer in conflict with the law, rules and regulations then in effect, said provision shall thereupon return to full force and effect and shall thereafter be binding on PERMITTEE and the CITY.
- b. **Court Action.** Notwithstanding anything to the contrary, in the event that any court, agency, commission, legislative body or other authority of competent jurisdiction (i) declares any section, deemed by the CITY to be material, invalid, in whole or in part, or (ii) requires PERMITTEE either to (a) perform any act which is inconsistent with any section deemed by the CITY to be material; or (b) cease performing any act deemed by the CITY to be material, the CITY shall so notify PERMITTEE and the CITY and PERMITTEE shall, in good faith, renegotiate that term or those terms of this Agreement.

SECTION 11. RIGHTS CUMULATIVE

All rights and remedies given to the CITY and PERMITTEE by this Agreement shall be in addition to and cumulative with any and all other rights or remedies, existing or implied, now or hereafter available to the CITY and PERMITTEE, at law or in equity, and such rights and remedies shall not be exclusive, but each and every right and remedy specifically given by this Agreement or otherwise existing or given may be exercised from time to time and as often and in such order as may be deemed expedient by the CITY and PERMITTEE and the exercise of one or more rights or remedies shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy.

[Signature Pages Follow]

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

CITY OF GREENVILLE

By: _____
P.J. Connelly, Mayor

ATTEST

Valerie Shiuwegar, City Clerk

SPECTRUM SOUTHEAST, LLC
By: Charter Communications, Inc., Its Manager

By: _____
Chris Snyder
Area Vice President, Field Operations

APPROVED AS TO FORM:

Emanuel D. McGirt, City Attorney

PRE-AUDIT CERTIFICATION:

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

Byron Hayes, Director of Financial Services

Account Number _____

Project Code (if applicable) _____

RECOMMENDED:

Kevin Mulligan, Public Works Director

State of North Carolina
County of Pitt

I, _____, a Notary Public of said County and State, do hereby certify that Valerie Shiuwegar personally appeared 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 through and by the City Council, its governing body, the foregoing instrument was signed in its name by the Mayor, P.J. Connelly, sealed with corporate seal, and attested by herself as its City Clerk.

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

_____, Notary Public

(Print or Type Name of Notary Here)

My Commission Expires: _____

State of _____

County of _____

I, _____, a notary public in and for the aforesaid county and state, certify that _____ personally (1) appeared before me this day, (2) stated that he or she is a manager of _____, a _____ company organized and existing under the laws of the State of _____, (3) acknowledged that the foregoing agreement with the City of Greenville carries on in the usual way the company's business, and (4) acknowledged the due execution of the contract on behalf of the company. This the _____ day of _____, 20__.

_____, Notary Public

(Print or Type Name of Notary Here)

My Commission Expires: _____



City of Greenville, North Carolina

Meeting Date: 02/06/2023

Title of Item: Acceptance of a portion of Tax Parcel #00598 from FLB Properties Incorporated for future recreational and open space use

Explanation: FLB Properties Incorporated would like to donate the majority of Tax Parcel #00598 to the City of Greenville. The entire parcel is approximately 7.76 acres in size and is located on Evans Street near its intersection with Deck Street. The parcel is also located adjacent to existing City-owned property that serves as a trail head for a portion of the Green Mill Run Greenway. The majority of the property is located in the floodway with the remainder in the 100-year floodplain. A Phase 1 Environmental Site Assessment of the property was completed and no Recognized Environmental Conditions were found. A property appraisal of the entire parcel was also completed and provided to the City.

Future uses for the property are restricted due to their location in the floodway and floodplain but could include when funding is available:

- Expansion of Greenway Parking
- Expansion of Primitive Trails Connecting to the Greenway.

Acceptance of this property will remove the potential for development in an environmentally sensitive area while adding to the inventory of recreational open space available in the City of Greenville.

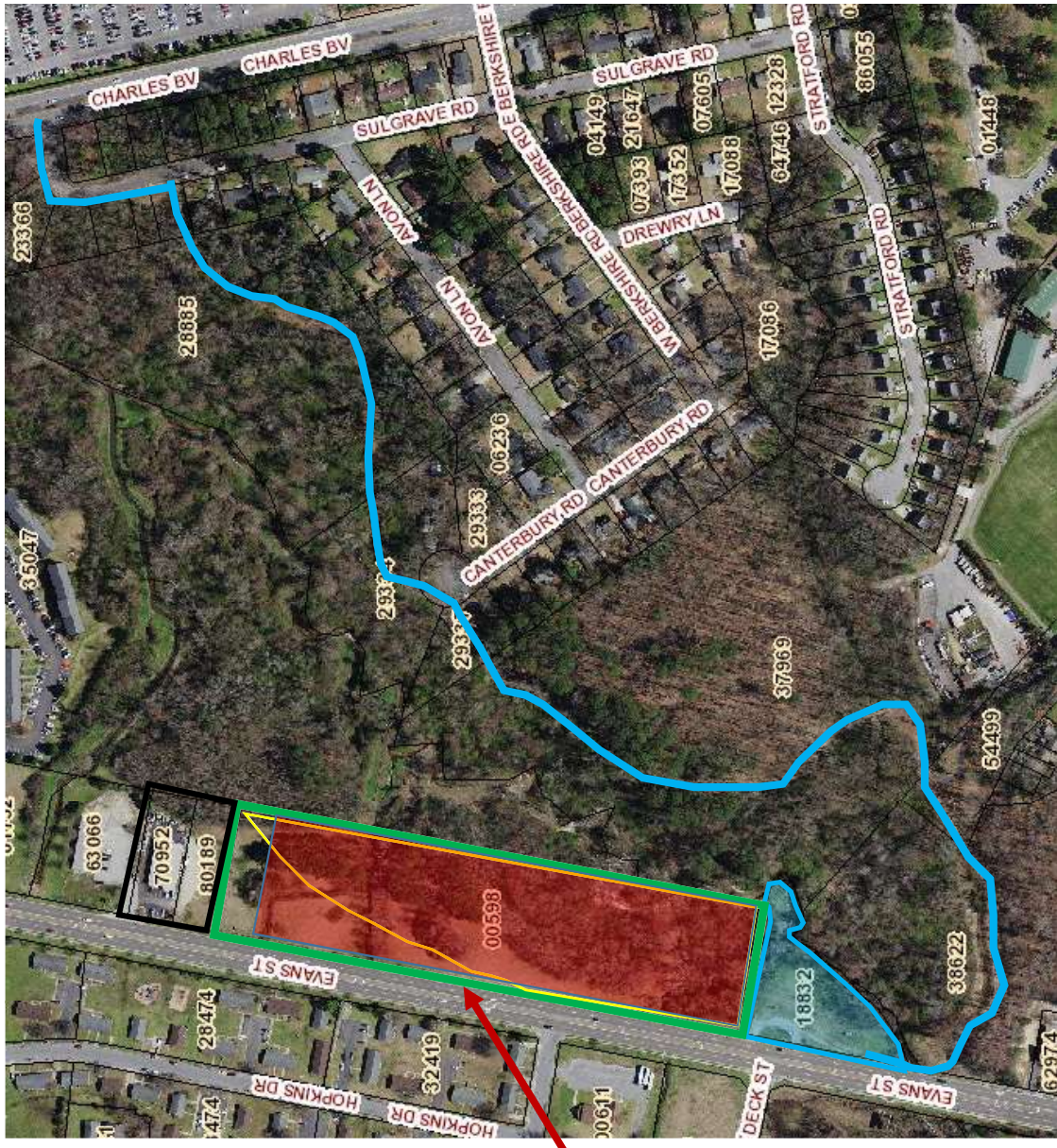
Fiscal Note: Annual City of Greenville property tax on this parcel is approximately \$847. Acceptance of this property may result in minor increases to contracted mowing costs.

Recommendation: Accept a portion of Tax Parcel #00598 for future recreational use from FLB Properties Incorporated.

ATTACHMENTS

 [Property Map Slide.pdf](#)

- Tax Parcel 00598:
 - Total Parcel is 7.76 Acres
 - Annual Property Tax Approx. \$840 per Year
 - Area Outlined in Yellow is in Floodway (Not Developable for Commercial Purposes)
 - FLB Properties Inc. Proposes to Donate the Area Highlighted in Red to the City for Recreational Purposes





City of Greenville, North Carolina

Meeting Date: 02/06/2023

-
- Title of Item:** Lease Agreement with Luke Owens, Native Fine Diner, LLC, for Temporary Placement of Dumpsters on City Property at 827 Dickinson Avenue
- Explanation:** The City is assisting Luke Owens of Native Fine Diner, LLC, located at 907 Dickinson Avenue, with a waste management solution to expedite the opening of his restaurant. This Agreement is designed to allow Mr. Owens to temporarily lease, for \$1.00 for one year, a portion of the dumpster area at 827 Dickinson Avenue, Parcel #019449, for waste services operations for the placement and maintenance of dumpsters, pads, enclosures and receptacles for waste, trash, refuse and recycling.
- Fiscal Note:** There are no recurring costs to the City of Greenville. All costs associated with the operation of the leased area will be the responsibility of Luke Owens of Native Fine Diner, LLC.
- Recommendation:** City Council approve the Lease Agreement with Luke Owens of Native Fine Diner, LLC
-

ATTACHMENTS

[📄 LEASE AGREEMENT - TEMPORARY DUMPSTER UPON CITY PROPERTY- LUKE OWENS - NATIVE FINE DINER LLC RESTUARANT.pdf](#)

STATE OF NORTH CAROLINA
COUNTY OF PITT

LEASE AGREEMENT
FOR TEMPORARY PLACEMENT OF A
DUMPSTER UPON CITY PROPERTY

This *Lease Agreement for Temporary Placement of a Dumpster Upon City Property* (“Agreement”) is made and entered into between the City of Greenville, a municipal corporation in the State of North Carolina (hereinafter referred to as the “City”), whose principal office address is 200 W. Fifth Street, Greenville, NC 27835 and Luke Owens, an individual, and Native Fine Diner, LLC, a limited liability company, organized and existing under the laws of the State of North Carolina, whose principal office address is 907 Dickinson Avenue, Greenville, NC 27835 (hereinafter collectively referred to as “Lessee”), and is effective as of the date of last signature below (“Effective Date”). The City and Lessee are sometimes collectively referred to herein as “Parties” or individually as a “Party.”

WITNESSETH:

WHEREAS, the City owns and controls property such as parking lots, streets, alleys, and sidewalks;

WHEREAS, many businesses in Uptown area have little to no space on or upon their properties for the proper placement and maintenance of appropriate dumpster pads, enclosures, and receptacles (collectively “dumpster pads” and singularly a “dumpster pad”) for waste, trash, refuse, and recycling (collectively “trash”);

WHEREAS, as a result, certain individuals and businesses often improperly dispose of trash creating litter, which said litter includes but is not limited to debris, cans, paper, and trash, however designated (“litter”) which is unlawfully deposited and strewn throughout the Uptown area;

WHEREAS, this Agreement is designed to allow participating Uptown area businesses, by and through their privately contracted trash collection services, to temporarily lease certain specifically designated portions of City-owned property for the purposes of proper, controlled, managed, and maintained dumpster pads, which will facilitate better waste service operations and litter mitigation;

WHEREAS, the City wishes to provide this service for the benefit of the City subject to the provisions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and considerations set forth below and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

SECTION 1
Designated Authorized Temporary
Dumpster Pad Location (“DPL”)

1. The City authorizes a temporary encroachment, lease, and license to the herein named Lessee to encroach and lease upon that certain portion of City owned/controlled property described as follows and as indicated on the diagram provided (see **Attachment 1**), which shall be the Designated Authorized Temporary Dumpster Pad (“DPL”). The DPL property description is also further described as follows: Southeast corner of parking lot bordering W. 9th Street on parcel # 019449 located at 827 Dickinson Avenue, Greenville, NC 27834. The herein defined DPL may be amended by subsequent agreement by the Parties.

SECTION 2
Lessee’s Responsibilities and Conditions

2. **Provision of Trash Receptacles.** Lessee shall be responsible for providing the dumpster(s) and any other necessary equipment to properly accommodate all trash, debris and litter disposal for use on the City’s DPL. City shall not be responsible for any costs, including but not limited to rental fees, replacement and/or maintenance associated with the dumpster(s) and any other necessary equipment supplied by the Lessee.

3. **Protection of Improved Surfaces, City Property and Private Property.** Lessee is responsible for the protection of improved surfaces, City property and private property, including but not limited to, pavement, concrete, driveway, curbs, sidewalks, fences or enclosures, lawn or landscaping, trees or plants, sprinkler systems, or turf, equipment, machinery, motorized vehicles located on, near, underneath or within path of and including the DPL. Lessee will be held jointly and severally liable for any damage to private and/or public property, including but not limited to pavement, concrete, driveway, curbs, sidewalks, fences or enclosures, lawn or landscaping, trees or plants, sprinkler systems, or turf, equipment, machinery, motorized vehicles located on, near, underneath or within caused by access to the DPL.

4. **Covering Required.** All dumpster(s) shall be covered when not in use and trash, debris and litter shall not extend above the top rim of the dumpster to prevent debris from blowing onto right-of-way or other portions of City or private property.

5. **Content Regulation.** Lessee is fully responsible for the entire contents of the dumpster(s) and shall have duty, custody, control and care of the dumpster(s)’ and its contents until expiration or termination that occurs prior to the cited date of expiration of this Lease Agreement.

6. **Litter and Maintenance of DPL Space.** The DPL shall be clear of all trash, litter, and debris. The Lessee shall keep all City property and rights-of-way surrounding and adjacent to the DPL free of trash, litter, and debris. The Lessee must ensure that all litter is fully cleaned up and properly disposed of. The Lessee shall not push, transfer, blow, or cause to be scattered any

litter originating upon the DPL to any location outside of the DPL or upon any other property. The Lessee must maintain the DPL in good, clean, and complete state of repair and condition. The City shall hold the Lessee responsible for all litter or other violations.

7. **Permits, Approvals and Fees.** Lessee shall be responsible for obtaining all necessary permits and approvals and payment of all fees that may be incurred in conjunction with use of the City's property as agreed upon herein.

SECTION 3 **Payment to City**

8. **Payment to City.** The Lessee agrees to pay the City the amount of \$1.00 (one dollar) cash in hand for this use and for the entire term of this Lease Agreement.

SECTION 4 **Term and Termination**

9. **Term.** The term of this Agreement is for one year from the herein defined Effective Date.

10. **Termination.** This Agreement may be terminated by either Party with or without cause upon thirty (30) days written notice to the other Party. Further, the City reserves the right to terminate this Agreement without prior notice at any time based on noncompliance with any of the provisions of this Agreement or violation of applicable law, including but not limited to any City Code. Upon termination by either Party, Lessee shall immediately remove all dumpster(s), other equipment, and personal property, if any, from the City's DPL. In any event, removal of the dumpster(s), other equipment, and/or personal property shall not exceed ten (10) days.

SECTION 5 **Insurance**

11. **Insurance.** The Lessee shall maintain general commercial liability insurance, covering the DPL, naming the City as additional insured in the amount of not less than \$1,000,000 and submit a current certificate of insurance demonstrating continued compliance with this subsection. The Lessee must confirm and provide proof their Commercial General Liability provides coverage to the DPL. The form of coverage must be the ISO CG 00 01 policy or its equivalent, 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 the City. Any endorsed exclusions or limitations from the standard policy must be clearly stated in writing and attached to the Certificate of Insurance. Such insurance shall not be cancelled without thirty (30) day written notice by the Lessee to the City. Lessee shall provide a copy of the certificate of insurance with this Agreement. The City's review or acceptance of Certificates of Insurance shall not relieve Lessee of any requirement to provide the specific insurance coverages set forth in this Agreement nor shall the City's review or acceptance of Certificates of Insurance constitute a waiver of the specific insurance coverage requirements set forth in the Agreement or acknowledgement that all insurance coverage requirements set forth in the Agreement have been met.

SECTION 6
Hold Harmless and Waiver of Subrogation

12. **Hold Harmless Agreement.** To the fullest extent permitted by law, the Lessee shall indemnify and hold harmless the City, its officials (elected and nonelected), officers, employees, agents, representatives, and consultants (“Indemnitees”) against any liability arising out of or in connection with any of the operations, responsibilities, or obligations of Lessee or terms of this Agreement, including but not limited to any and all claims, damages, losses, penalties, settlements, costs, charges, and expenses of any nature whatsoever, including but not limited to professional and attorneys’ fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of each and every kind and character in connection with or arising directly or indirectly out of this Agreement or which may be attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, caused by acts or omissions of Lessee or anyone directly or indirectly employed by it or anyone for whose acts Lessee may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by 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. The Lessee shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City. Furthermore, Lessee holds the City harmless and indemnifies the City from any breach, fines, or penalties, ransomware, or any other first or third-party claims that arise out of this Agreement. This provision survives any termination by the parties.

13. **Waiver of Subrogation.** Lessee waives its right of recovery against the City for damage to real or personal property caused by any peril of loss.

SECTION 7
Notices

14. **Notices.** Any notice required or allowed to be given hereunder shall be deemed to have been given when personally delivered, or if mailed, seventy-two (72) hours after deposit of the same in the United States Mail, postage prepaid, Registered or Certified, with Return Receipt Requested and properly addressed to the Parties hereto at the respective addresses set forth below, or at such other addresses as they shall specify by written notice delivered in accordance herewith:

Notices shall be sent to Lessee at:

Contact Name: _____

Address: _____

Telephone: _____

Notices shall be sent to the City at:

City of Greenville
Public Works Department
Attn: Director or their designee
1500 Beatty Street
Greenville, North Carolina 27834
Telephone: (252) 329-4522

SECTION 8

Other—Miscellaneous

15. **City's Right of Entry.** The City retains the right to enter the DPL that is identified herein without notice at any time for the purposes of inspection, ascertaining compliance with this Agreement or applicable law, or to make any repairs.

16. **Compliance with Laws.** Lessee shall comply with all applicable City Code provisions rules, regulations, ordinances, and laws, including but not limited to those regulations promulgated or enforced by the Pitt County Health Department (Environmental Health).

17. **Lessee's Personal Property.** The City is not responsible for any personal property used at or upon the DPL. The City will not be responsible for any of Lessee's property provided, stored, destroyed, or damaged. Lessee shall bear the risk of loss for all of its property, including but not limited to, dumpsters, trash cans, recycling containers, receptacles of any kind, and/or items placed at or upon the DPL.

18. **Non-Transferable and Non-Assignable.** This Lease Agreement is not transferable and non-assignable. A change in ownership of the Lessee/Lessee's business terminates this Agreement.

19. **Enforcement.** Enforcement of this Agreement will be the responsibility of the Director of the City's Public Works Department, or their designee(s). Any breach or failure to comply with this Agreement will result in notification to the Lessee, followed by written letter outlining the breach or failure. Should such failure be determined to constitute grounds for the termination of this Agreement, the same notification process will be followed.

20. **Governing Law; Venue.**

A. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction) that would cause the

application of the laws of any jurisdiction other than those of the State of North Carolina.

- B. **Venue.** Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought in the courts of record of the State of North Carolina in Pitt County, North Carolina. Each Party consents to the sole and proper jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court.

21. **Entire Agreement.** This Agreement contains the entire agreement of the Parties concerning the subject matter described herein and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter described herein. This Agreement supersedes any prior written or oral agreements between the Parties concerning the subject matter described herein. This Agreement may not be modified except by a written amendment properly approved and executed by duly authorized Parties.

22. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

23. **Waiver of Contractual Right.** The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

24. **Binding Authority.** Each Party to this herein defined Agreement represents to the other that it has the full right, power, and authority to enter and perform this the terms contained herein in accordance with all of the terms and conditions thereof, and that the execution and delivery of this Agreement has been made by authorized representatives of the Parties.

25. **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

26. **City Manager's Authority.** To the extent, if any, the City has the power to suspend or terminate this Lease Agreement, that power may be exercised by the City Manager or their designee.

27. **Performance of Government Functions.** Nothing contained in this Agreement shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions

28. **E-Signatures.** As it is applicable to this Agreement, the Parties agree to and adopt the terms and conditions of the Uniform Electronic Transactions Act (the "Act"), as adopted in

North Carolina General Statutes Chapter 66, including but not limited to the provisions governing electronic signatures. As such, this Agreement is “signed” if it includes a digital signature, symbol, and/or action that is adopted or performed by either Party or Party’s Electronic Agent (as defined in the Act) with the present intent to authenticate or manifest assent to the Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates written below and the undersigned hereby warrants and certifies that they have read the Agreement in its entirety, understand it and agree to be bound by all the terms and conditions stated herein. Further, they warrant and certify they are authorized to enter into this Agreement and to execute same on behalf of the parties as the act of the said parties.

SIGNATURE OF CITY

CITY OF GREENVILLE:

BY: _____
SIGNATURE

TITLE

DATE

APPROVED AS TO FORM:

BY: _____
City Attorney or Designee (Designee means Assistant 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: _____ **DATE:** _____
Byron Hayes, Director of Financial Services

ACCOUNT NUMBER _____

PROJECT CODE (IF APPLICABLE) _____

[Lessee Signature Page Follows]

SIGNATURE OF LESSEE

FULL NAME OF LESSEE
(e.g., Limited Liability Company, Organization, Individual Doing Business Under a Firm Name)

LESSEE:

BY: _____
SIGNATURE

TITLE

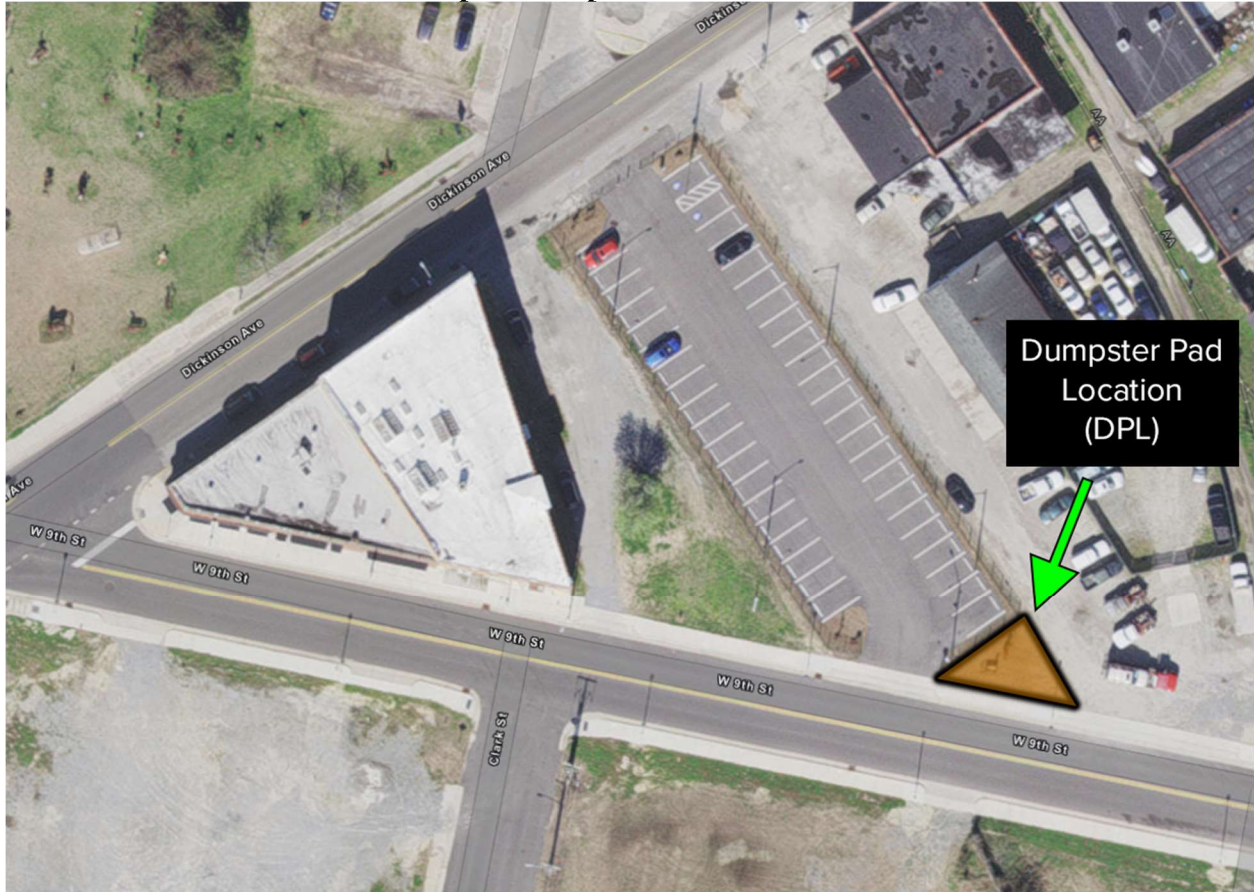
DATE

BY: _____
SIGNATURE

TITLE

DATE

ATTACHMENT 1
Map of Dumpster Pad Location





City of Greenville,
North Carolina

Meeting Date: 02/06/2023

Title of Item: Resolution and Deed of Release for Abandonment of 30' Wide Utility Easement Across Tax Parcel No. 86716

Explanation: Property owner, Aahan Homes, LLC, is requesting that the City of Greenville abandon a 30' wide utility easement across Tax Parcel No. 86716. The 30' wide utility easement is no longer needed by the Greenville Utilities Commission.

At its regular board meeting on January 19, 2023, the Greenville Utilities Commission Board of Commissioners authorized the execution of a resolution requesting the City Council abandon such 30' wide utility easement and requests the execution of a resolution and deed of release in favor of the current owner.

Fiscal Note: No cost to the City.

Recommendation: Authorize the execution of the Resolution and Deed of Release to abandon such 30' wide utility easement across tax parcel no. 86716

ATTACHMENTS

- 📄 [Resolution of City Council of the City of Greenville \(Aahan Homes LLC - Tax PN 86716\).pdf](#)
- 📄 [Deed of Release \(Aahan Homes LLC - Tax PN 86716\).pdf](#)
- 📄 [Exhibit C to Deed of Release - Tax PN 86716.pdf](#)
- 📄 [Exhibit A to Resolutions and Deed of Release - Tax PN 86716.pdf](#)
- 📄 [Exhibit B to Resolutions and Deed of Release - Tax PN 86716.pdf](#)
- 📄 [Map Townes At Laurel Ridge Easement Abandonment.jpg](#)

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA, ABANDONING A THIRTY FOOT (30') WIDE UTILITY EASEMENT HERETOFORE GRANTED TO THE CITY OF GREENVILLE, FOR THE USE AND BENEFIT OF GREENVILLE UTILITIES COMMISSION, PER MAP BOOK 71 AT PAGES 68 - 71 (PAGE 4), PITT COUNTY PUBLIC REGISTRY, AND AUTHORIZING EXECUTION OF A DEED OF RELEASE

WHEREAS, Greenville Utilities Commission of the City of Greenville, North Carolina (hereinafter referred to as "Commission") heretofore obtained a Utility Easement from Pitt Land Development, LLC, for Stone Haven at Landover, Section One Subdivision, along the southern side of Laurel Ridge Drive (50' R/W; 36' B/B) at the intersection with Great Laurel Court per Map Book 71 at Pages 68 - 71 (Page 4), Pitt County Public Registry, across property commonly known as Tax Parcel No. 86716, for installation of a sanitary sewer line; and

WHEREAS, the current owner of such property, Aahan Homes, LLC, has requested that the City of Greenville, North Carolina, and Commission abandon the thirty foot (30') wide Utility Easement on the south side of Laurel Ridge Drive, hereinafter described as follows:

Traveling from an Iron Pipe Set in the southern right-of-way of Laurel Ridge Drive, a common corner with the northwest corner of Landover Section One, Lot 2, as per Map Book 71 at Pages 68-71 (Page 4), Pitt County Public Registry, and traveling along a curve South 85°39'46" West, said curve having a Chord distance of 48.40 and a Radius equal to 525.00 to another Iron Pipe Set in the southern right-of-way of the said Laurel Ridge Drive; thence South 88°18'30" West 109.27', more or less, to a point in the southern right-of-way of Laurel Ridge Drive, the POINT OF BEGINNING; thence South 88°18'30" West along the southern right-of-way of the said Laurel Ridge Drive 1.20', more or less, to an Iron Pipe Set; thence along the southern right-of-way of Laurel Ridge Drive South 88°18'30" West 28.80', more or less, to an Iron Pipe Set in the southern right-of-way of the said Laurel Ridge Drive; cornering, thence South 01°50'24" East 30.42' (L-9), more or less, to an Iron Pipe Set; cornering, thence North 88°09'38" East 30.00' (L-8), more or less, to a point; cornering, thence North 01°50'24" West 30.34' (L-7), more or less, to an Iron Pipe Set, the POINT OF BEGINNING, all as shown in Detail "B" on Page 4 of Map Book 71 at Page 68, entitled "Stone Haven @ Landover Section One, Greenville, Arthur Township, Pitt County, North Carolina", prepared by Michael West Baldwin, Professional Land Surveyor, L-3082, Baldwin & Janowski, P.A., Engineering - Surveying - Planning, 1015 Conference Drive, Greenville, North Carolina 27858, Phone Number (252) 758-1390, dated July 30, 2008, which is marked Exhibit "A" and is attached hereto and made a part hereof, and to which reference is hereby made for a more particular and accurate description of the subject property. Reference is hereby further made to a map entitled "Townes at Laurel Ridge Easement to be Abandoned Pitt Co., NC" prepared by Greenville Utilities Commission and dated December 22, 2022, which said map indicates the Utility Easement to be abandoned, and which said map is marked Exhibit "B" and is attached hereto and made a part hereof, and to which reference is hereby made for a more particular and accurate description of the subject property.

WHEREAS, Commission anticipates no use or need now or in the future for such thirty foot (30') wide Utility Easement on the south side of Laurel Ridge Drive to be abandoned; and

WHEREAS, Commission therefore desires to abandon the thirty foot (30') wide Utility Easement on the south side of Laurel Ridge Drive; and

WHEREAS, the current owner of such property, Aahan Homes, LLC, has requested that the City of Greenville, North Carolina, and Commission acknowledge the abandonment and release of such thirty foot (30') wide Utility Easement on the south side of Laurel Ridge Drive; and

WHEREAS, Commission deems such abandonment to be reasonable and in the best interests of Commission and all parties, and therefore requests that the City of Greenville, North Carolina, acknowledge such abandonment and release such thirty foot (30') wide Utility Easement on the south side of Laurel Ridge Drive, which is shown on Exhibit "B" as to be

abandoned, which is attached hereto and made a part hereof, and which is hereby incorporated by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA, AS FOLLOWS:

Section 1. That the City Council of the City of Greenville does hereby abandon such thirty foot (30') wide Utility Easement on the south side of Laurel Ridge Drive, heretofore granted to the City of Greenville, for the use and benefit of Greenville Utilities Commission, per Map Book 71 at Pages 68 - 71 (Page 4), Pitt County Public Registry.

Section 2. That the appropriate City officials be and they hereby are empowered to make, execute, and deliver to Aahan Homes, LLC, 2729 Willow Rock Lane, Apex, North Carolina 27523-8515, or the then current owner of the subject property encumbered by such thirty foot (30') wide Utility Easement on the south side of Laurel Ridge Drive to be abandoned, an instrument in a form suitable for recording to release whatever interests the City of Greenville, North Carolina, for the use and benefit of Commission, might have in and to such thirty foot (30') wide Utility Easement on the south side of Laurel Ridge Drive, which is shown as to be abandoned on Exhibit "B" which is attached hereto and made a part hereof.

Section 3. This Resolution shall take effect immediately upon its adoption.

This the _____ day of _____, 2023.

CITY OF GREENVILLE

By: _____
P.J. CONNELLY, MAYOR

ATTEST:

VALERIE P. SHIUWEGAR, CITY CLERK

[SEAL]

A meeting of the City Council of the City of Greenville, North Carolina, was held on _____, 2023.

Present: _____

Absent: _____

Also Present: _____

After consideration of the foregoing Resolution, Council member _____, moved for the passage thereof, which motion was duly seconded by Council member _____, and the foregoing Resolution was passed by the following vote:

Ayes: _____

Noes: _____

* * * * *

I, Valerie Shiuwegar, City Clerk of the City of Greenville, North Carolina, DO HEREBY CERTIFY that the foregoing accurately reflects the proceedings as recorded in the minutes of the City Council of said City at a meeting held on the _____ day of _____, 2023 and contains the verbatim text of Resolution No. _____ which was duly adopted by said City Council at said meeting.

WITNESS my hand and the official seal of said City, this _____ day of _____, 2023.

City Clerk

[SEAL]

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

NORTH CAROLINA

DEED OF RELEASE

PITT COUNTY

THIS DEED OF RELEASE, made and entered into this the _____ day of _____, 2023, by and between the City of Greenville, North Carolina, a municipal corporation in Pitt County, North Carolina, party of the first part (hereinafter called GRANTOR), and Aahan Homes, LLC, 2729 Willow Rock Lane, Apex, North Carolina 27523-8515, party of the second part (hereinafter called GRANTEE).

THAT WHEREAS, the GRANTOR, for the use and benefit of Greenville Utilities Commission (hereinafter referred to as "Commission"), previously received a Utility Easement from Pitt Land Development, LLC, for Stone Haven at Landover, Section One Subdivision, along the southern side of Laurel Ridge Drive (50' R/W; 36' B/B) at the intersection with Great Laurel Court per Map Book 71 at Pages 68 - 71 (Page 4), Pitt County Public Registry, across property commonly known as Tax Parcel No. 86716, for installation of a sanitary sewer line; and

WHEREAS, the current owner of such property, Aahan Homes, LLC, has requested that the City of Greenville, North Carolina, and Commission abandon the thirty foot (30') wide Utility Easement on the south side of Laurel Ridge Drive, hereinafter described as follows:

Traveling from an Iron Pipe Set in the southern right-of-way of Laurel Ridge Drive, a common corner with the northwest corner of Landover Section One, Lot 2, as per Map Book 71 at Pages 68-71 (Page 4), Pitt County Public Registry, and traveling along a curve South 85°39'46' West, said curve having a Chord distance of 48.40 and a Radius equal to 525.00 to another Iron Pipe Set in the southern right-of-way of the said Laurel Ridge Drive; thence South 88°18'30' West 109.27', more or less, to a point in the southern right-of-way of Laurel Ridge Drive, the POINT OF BEGINNING; thence South 88°18'30' West along the southern right-of-way of the said Laurel Ridge Drive 1.20', more or less, to an Iron Pipe Set; thence along the southern right-of-way of Laurel Ridge Drive South 88°18'30' West 28.80', more or less, to an Iron Pipe Set in the southern right-of-way of the said Laurel Ridge Drive; cornering, thence South 01°50'24' East 30.42' (L-9), more or less, to an Iron Pipe Set; cornering, thence North 88°09'38' East 30.00' (L-8), more or less, to a point; cornering, thence North 01°50'24' West 30.34' (L-7), more or less, to an Iron Pipe Set, the POINT OF BEGINNING, all as shown in Detail "B" on Page 4 of Map Book 71 at Page 68, entitled "Stone Haven @ Landover Section One, Greenville, Arthur Township, Pitt County, North Carolina", prepared by Michael West Baldwin, Professional Land Surveyor, L-3082, Baldwin & Janowski, P.A., Engineering - Surveying - Planning, 1015 Conference Drive, Greenville, North Carolina 27858, Phone Number (252) 758-1390, dated July 30, 2008, which is marked Exhibit "A" and is attached hereto and made a part hereof, and to which reference is hereby made for a more particular and accurate description of the subject property. Reference is hereby further made to a map entitled "Townes at Laurel Ridge Easement to be Abandoned Pitt Co., NC" prepared by Greenville Utilities Commission and dated December 22, 2022, which said map indicates the Utility Easement to be abandoned, and which said map is marked Exhibit "B" and

is attached hereto and made a part hereof, and to which reference is hereby made for a more particular and accurate description of the subject property.

WHEREAS, Commission anticipates no use or need now or in the future for thirty foot (30') wide Utility Easement on the south side of Laurel Ridge Drive to be abandoned; and

WHEREAS, Commission therefore desires to abandon such thirty foot (30') wide Utility Easement on the south side of Laurel Ridge Drive; and

WHEREAS, the current owner of such property, Aahan Homes, LLC, has requested that the City of Greenville, North Carolina, and Commission acknowledge the abandonment and release of such thirty foot (30') wide Utility Easement on the south side of Laurel Ridge Drive; and

WHEREAS, Commission deems such abandonment to be reasonable and in the best interests of Commission and all parties, and therefore requests that the City of Greenville, North Carolina, acknowledge such abandonment and release such thirty foot (30') wide Utility Easement on the south side of Laurel Ridge Drive, which is shown on Exhibit "B" as to be abandoned, which is attached hereto and made a part hereof, and which is hereby incorporated by reference; and

WHEREAS, Commission has therefore requested GRANTOR to execute a Deed of Release to GRANTEE, or the current owner(s) of such thirty foot (30') wide Utility Easement on the south side of Laurel Ridge Drive, which is shown on Exhibit "B" as to be abandoned, which is attached hereto and made a part hereof, and which is hereby incorporated by reference; and

WHEREAS, the City Council of the GRANTOR, acting on the recommendation of Commission, has duly adopted the Resolution abandoning to GRANTEE, such thirty foot (30') wide Utility Easement on the south side of Laurel Ridge Drive as shown on Exhibit "B" as to be abandoned, and a copy of which said Resolution is attached hereto as Exhibit "C" and made a part hereof; and

NOW THEREFORE, pursuant to and in accordance with said Resolution, GRANTOR does hereby remise, release, discharge, and forever quitclaim unto Aahan Homes, LLC, as the current owner of the subject property, its heirs and assigns, all the GRANTOR's rights, title, and interest in and to such thirty foot (30') wide Utility Easement on the south side of Laurel Ridge Drive, which is shown on Exhibit "B" as to be abandoned, which is attached hereto and made a part hereof, and which is hereby incorporated by reference.

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

CITY OF GREENVILLE

By: _____
P.J. CONNELLY, MAYOR

ATTEST:

VALERIE P. SHIUWEGAR, CITY CLERK

[SEAL]

NORTH CAROLINA
PITT COUNTY

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

WITNESS my hand and official stamp or seal, this the ____ day of _____, 2023.

NOTARY PUBLIC

My Commission Expires: _____

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA, ABANDONING A THIRTY FOOT (30') WIDE UTILITY EASEMENT HERETOFORE GRANTED TO THE CITY OF GREENVILLE, FOR THE USE AND BENEFIT OF GREENVILLE UTILITIES COMMISSION, PER MAP BOOK 71 AT PAGES 68 - 71 (PAGE 4), PITT COUNTY PUBLIC REGISTRY, AND AUTHORIZING EXECUTION OF A DEED OF RELEASE

WHEREAS, Greenville Utilities Commission of the City of Greenville, North Carolina (hereinafter referred to as "Commission") heretofore obtained a Utility Easement from Pitt Land Development, LLC, for Stone Haven at Landover, Section One Subdivision, along the southern side of Laurel Ridge Drive (50' R/W; 36' B/B) at the intersection with Great Laurel Court per Map Book 71 at Pages 68 - 71 (Page 4), Pitt County Public Registry, across property commonly known as Tax Parcel No. 86716, for installation of a sanitary sewer line; and

WHEREAS, the current owner of such property, Aahan Homes, LLC, has requested that the City of Greenville, North Carolina, and Commission abandon the thirty foot (30') wide Utility Easement on the south side of Laurel Ridge Drive, hereinafter described as follows:

Traveling from an Iron Pipe Set in the southern right-of-way of Laurel Ridge Drive, a common corner with the northwest corner of Landover Section One, Lot 2, as per Map Book 71 at Pages 68-71 (Page 4), Pitt County Public Registry, and traveling along a curve South 85°39'46" West, said curve having a Chord distance of 48.40 and a Radius equal to 525.00 to another Iron Pipe Set in the southern right-of-way of the said Laurel Ridge Drive; thence South 88°18'30" West 109.27', more or less, to a point in the southern right-of-way of Laurel Ridge Drive, the POINT OF BEGINNING; thence South 88°18'30" West along the southern right-of-way of the said Laurel Ridge Drive 1.20', more or less, to an Iron Pipe Set; thence along the southern right-of-way of Laurel Ridge Drive South 88°18'30" West 28.80', more or less, to an Iron Pipe Set in the southern right-of-way of the said Laurel Ridge Drive; cornering, thence South 01°50'24" East 30.42' (L-9), more or less, to an Iron Pipe Set; cornering, thence North 88°09'38" East 30.00' (L-8), more or less, to a point; cornering, thence North 01°50'24" West 30.34' (L-7), more or less, to an Iron Pipe Set, the POINT OF BEGINNING, all as shown in Detail "B" on Page 4 of Map Book 71 at Page 68, entitled "Stone Haven @ Landover Section One, Greenville, Arthur Township, Pitt County, North Carolina", prepared by Michael West Baldwin, Professional Land Surveyor, L-3082, Baldwin & Janowski, P.A., Engineering - Surveying - Planning, 1015 Conference Drive, Greenville, North Carolina 27858, Phone Number (252) 758-1390, dated July 30, 2008, which is marked Exhibit "A" and is attached hereto and made a part hereof, and to which reference is hereby made for a more particular and accurate description of the subject property. Reference is hereby further made to a map entitled "Townes at Laurel Ridge Easement to be Abandoned Pitt Co., NC" prepared by Greenville Utilities Commission and dated December 22, 2022, which said map indicates the Utility Easement to be abandoned, and which said map is marked Exhibit "B" and is attached hereto and made a part hereof, and to which reference is hereby made for a more particular and accurate description of the subject property.

WHEREAS, Commission anticipates no use or need now or in the future for such thirty foot (30') wide Utility Easement on the south side of Laurel Ridge Drive to be abandoned; and

WHEREAS, Commission therefore desires to abandon the thirty foot (30') wide Utility Easement on the south side of Laurel Ridge Drive; and

WHEREAS, the current owner of such property, Aahan Homes, LLC, has requested that the City of Greenville, North Carolina, and Commission acknowledge the abandonment and release of such thirty foot (30') wide Utility Easement on the south side of Laurel Ridge Drive; and

WHEREAS, Commission deems such abandonment to be reasonable and in the best interests of Commission and all parties, and therefore requests that the City of Greenville, North Carolina, acknowledge such abandonment and release such thirty foot (30') wide Utility Easement on the south side of Laurel Ridge Drive, which is shown on Exhibit "B" as to be

abandoned, which is attached hereto and made a part hereof, and which is hereby incorporated by reference.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA, AS FOLLOWS:

Section 1. That the City Council of the City of Greenville does hereby abandon such thirty foot (30') wide Utility Easement on the south side of Laurel Ridge Drive, heretofore granted to the City of Greenville, for the use and benefit of Greenville Utilities Commission, per Map Book 71 at Pages 68 - 71 (Page 4), Pitt County Public Registry.

Section 2. That the appropriate City officials be and they hereby are empowered to make, execute, and deliver to Aahan Homes, LLC, 2729 Willow Rock Lane, Apex, North Carolina 27523-8515, or the then current owner of the subject property encumbered by such thirty foot (30') wide Utility Easement on the south side of Laurel Ridge Drive to be abandoned, an instrument in a form suitable for recording to release whatever interests the City of Greenville, North Carolina, for the use and benefit of Commission, might have in and to such thirty foot (30') wide Utility Easement on the south side of Laurel Ridge Drive, which is shown as to be abandoned on Exhibit "B" which is attached hereto and made a part hereof.

Section 3. This Resolution shall take effect immediately upon its adoption.

This the _____ day of _____, 2023.

CITY OF GREENVILLE

By: _____
P.J. CONNELLY, MAYOR

ATTEST:

VALERIE P. SHIUWEGAR, CITY CLERK

[SEAL]

A meeting of the City Council of the City of Greenville, North Carolina, was held on _____, 2023.

Present: _____

Absent: _____

Also Present: _____

After consideration of the foregoing Resolution, Council member _____, moved for the passage thereof, which motion was duly seconded by Council member _____, and the foregoing Resolution was passed by the following vote:

Ayes: _____

Noes: _____

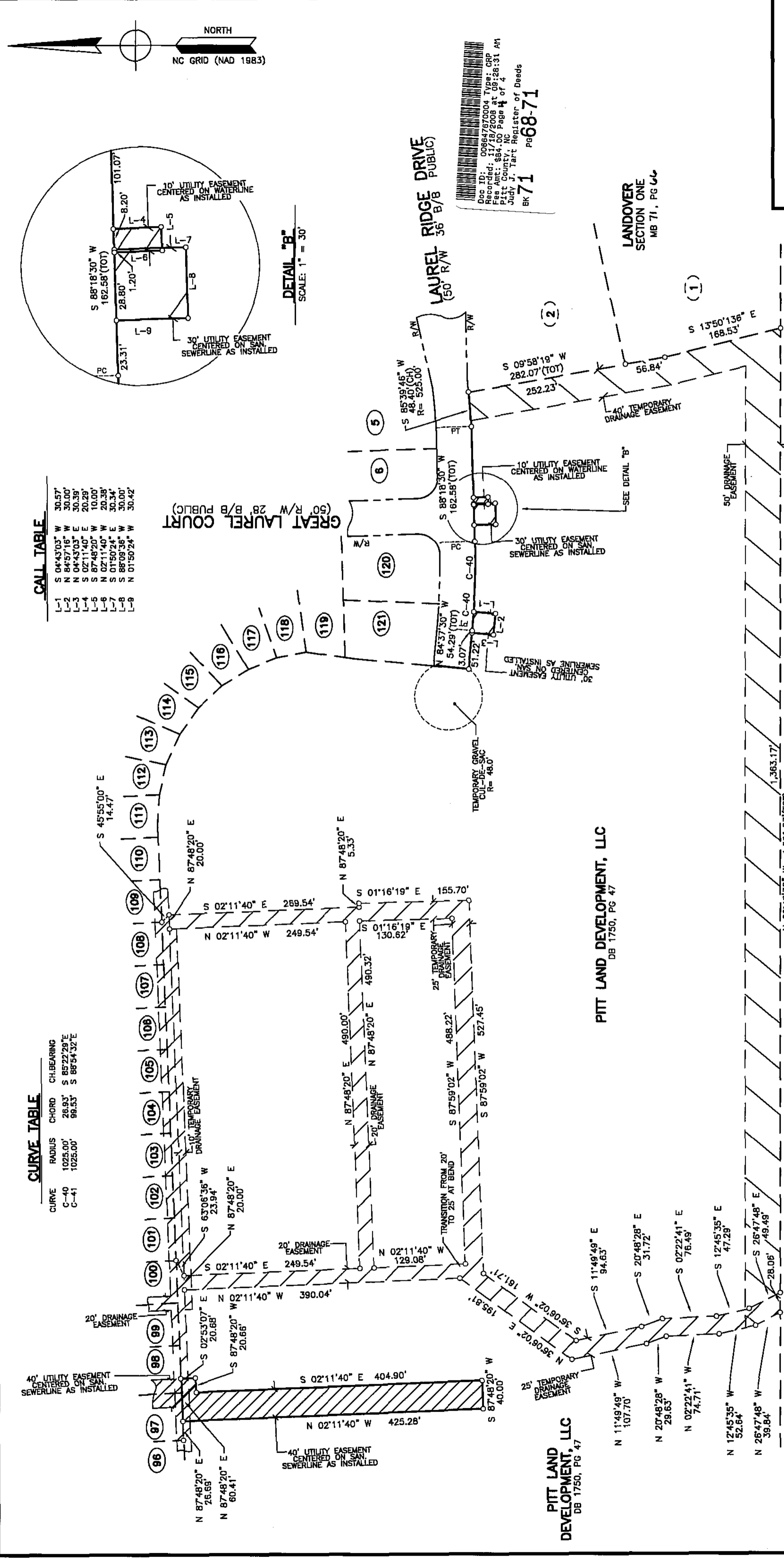
* * * * *

I, Valerie Shiuwegar, City Clerk of the City of Greenville, North Carolina, DO HEREBY CERTIFY that the foregoing accurately reflects the proceedings as recorded in the minutes of the City Council of said City at a meeting held on the _____ day of _____, 2023 and contains the verbatim text of Resolution No. _____ which was duly adopted by said City Council at said meeting.

WITNESS my hand and the official seal of said City, this _____ day of _____, 2023.

City Clerk

[SEAL]



CALL TABLE

L-1	S 04°43'03" W	30.57'
L-2	N 84°57'16" W	30.00'
L-3	S 04°43'03" E	30.39'
L-4	S 02°11'40" E	20.29'
L-5	S 87°48'20" W	10.00'
L-6	S 02°11'40" W	20.38'
L-7	S 01°50'24" E	30.34'
L-8	S 88°09'36" W	30.00'
L-9	N 01°50'24" W	30.42'

CURVE TABLE

CURVE	RADIUS	CHORD BEARING
C-40	1025.00'	S 85°22'28" E
C-41	1025.00'	S 88°54'32" E

DETAIL "B"
SCALE: 1" = 30'

Doc ID: 00864767004
 Recorded: 03/17/2008 at 08:28:31 AM
 Fee: \$84.00 Page 4 of 4
 Judy J. Tart, Register of Deeds
 BK 71 Pg 68-71

CERTIFICATION

I, MICHAEL WEST BALDWIN CERTIFY THAT UNDER MY DIRECT SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE UNDER MY SUPERVISION AND DEED BOOK 2399, PAGE 285 OF THE PITT COUNTY REGISTRY, THAT THE BOUNDARIES AND EASEMENTS CLEARLY INDICATED AS NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK PAGE 285 OF DEED BOOK 2399 OF THE PITT COUNTY REGISTRY. THAT THE RATIO OF PRECISION AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10,000. THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH GS 77-30 AS AMENDED, WITNESS MY HAND AND SEAL THIS 30th DAY OF JULY, 2008.

SIGNED: *[Signature]*
 REGISTRATION NO. L-3082

REVIEW OFFICER'S CERTIFICATE

REVIEW OFFICER OF PITT COUNTY, CERTIFY THAT THE MAP OR PLAN TO WHICH THIS CERTIFICATION IS AFFIXED MEETS RECORDING STATUTORY REQUIREMENTS FOR RECORDING.

SIGNED: *[Signature]* 11/18/08
 DATE

LANDOVER SECTION ONE
MB 71, PG 66

ROCKY RUSSELL DEVELOPMENT, LLC
[Signature]
 PIT LAND DEVELOPMENT, LLC

DEDICATION

THE UNDERSIGNED HEREBY ACKNOWLEDGES THIS PLAT AND ALLOTMENT TO BE THEIR FREE ACT AND DEED, AND HEREBY DEDICATES TO PUBLIC USE AS STREETS, PARKS, PLAYGROUNDS, OPEN SPACES AND EASEMENTS FOREVER ALL AREAS AS SHOWN OR SO INDICATED ON SAID PLAT.

SIGNED: *[Signature]*
 ATTEST: *[Signature]*

APPROVAL

THIS FINAL PLAT NO. 08-82 WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE THE 13TH DAY OF AUGUST 2008.

SIGNED: *[Signature]*
 CITY PLANNER

OWNERS STATEMENT

THIS IS EVIDENCE THAT THIS SUBDIVISION IS MADE AT THE REQUEST OF

(SEE ABOVE SIGNATURES)

SWORN AND SUBSCRIBED BEFORE ME THIS 13th DAY OF AUGUST, 2008.

[Signature]
 NOTARY PUBLIC
 MY COMMISSION EXPIRES: 03/28/09

OWNERS STATEMENT

THIS IS EVIDENCE THAT THIS SUBDIVISION IS MADE AT THE REQUEST OF

(SEE ABOVE SIGNATURES)

SWORN AND SUBSCRIBED BEFORE ME THIS 13th DAY OF AUGUST, 2008.

[Signature]
 NOTARY PUBLIC
 MY COMMISSION EXPIRES: 03/28/09

SOURCE OF TITLE

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

DEED BOOK 1750 PAGE 47
 DEED BOOK 2399 PAGE 285
 DEED BOOK 2399 PAGE 285

NC REGISTRATION NO. L-3082

FINAL PLAT
SHEET 4 OF 4

STONE HAVEN @ LANDOVER
SECTION ONE

REFERENCE: BEING A PORTION OF THE PROPERTY DESCRIBED IN DEED BOOK 1750, PAGE 47 AND DEED BOOK 2399, PAGE 285 OF THE PITT COUNTY REGISTRY

GREENVILLE, ARTHUR TOWNSHIP, PITT COUNTY, NORTH CAROLINA

OWNER: PIT LAND DEVELOPMENT, LLC
 ADDRESS: 1156 AUTUMN LAKES DRIVE GRIMESLAND, NC 27837
 PHONE: (252) 752-7921

ROCKY RUSSELL DEVELOPMENT, LLC
 106 REGENCY BLVD GREENVILLE, NC 27834
 (252) 355-7812

Baldwin & Janowska
 ENGINEERING - SURVEYING - PLANNING
 1015 CONFERENCE DRIVE GREENVILLE, NC 27838

SURVEYED: JP APPROVED: MWB
 DRAWN: SCB DATE: 07/30/2008
 CHECKED: MWB SCALE: 1" = 100'

C & G FILE: 28 ACRES CAD FILE: 03-139 LANDOVER\SUBDIVISION\STONE HAVEN @ LANDOVER SEC 1 FP FILE# 03-139

Exhibit "A"



**Existing Utility Easement
30' in width to be abandoned**

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

**Townes At Laurel Ridge
Easement to be Abandoned
Pitt Co., NC**



Date Created: 12/22/2022

Created By: GDS

Requested By: Debra Miller



**Greenville
Utilities**

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





City of Greenville, North Carolina

Meeting Date: 02/06/2023

Title of Item: Ordinance amending Greenville Utilities Commission's Gas Capital Project Budget for Phase 1 Expansion of the LNG Peak Shaving Facility and adoption of a Reimbursement Resolution

Explanation: In order to control gas costs, provide exceptional customer service, and remain reliable, Greenville Utilities Commission (GUC) must be in position to handle longer winter weather events. As such, GUC has been exploring and evaluating options for increasing its natural gas supply and peak shaving opportunities.

The Liquefied Natural Gas (LNG) facility was built in 1997 with a capacity of 8,000 dekatherms (DT), expanded in 2001 with a 16,000 DT capacity, and expanded again in 2015 with a 24,000 DT capacity. The facility is designed to supplement pipeline gas for a 3-day peak demand. Weather impacts peak demand and daily prices.

In 2018, GUC encountered Winter Storm Grayson and experienced 24 days over the maximum daily quantity allowed. GUC engaged NorthStar Energy Services to provide options and economic analyses. All options were thoroughly evaluated by engineering and financial staff, in addition to the GUC Finance/Audit Committee, and the following option was selected as the best approach to continue to meet customer demands, mitigate high costs, and acquire pipeline capacity:

Adding six 70,000 US gallon shop fabricated tanks incorporating patent design concept at existing site in 3 phases with an estimated construction cost of \$38M or an annualized cost of \$2.66M.

After properly advertising, in December 2021 New Energy Development Company (NEDC) was selected to develop a Master Plan and budget. GUC and NEDC also met with the North Carolina Utilities Commission. Phase 1 of the Master Plan for the expansion of the LNG facility has an estimated cost of \$14.8M, and Phases 2 and 3 have cost estimates of \$9.5M or \$9.8M respectively for the additional tanks. The current budget of the project is \$8M.

At its January 19, 2023 regular meeting, the GUC Board of Commissioners approved adopting the capital project budget amendment in the amount of \$7,000,000 and reimbursement resolution and recommends similar action by City Council.

Fiscal Note: No costs to the City.

Recommendation: Adopt attached Ordinance and Reimbursement Resolution

ATTACHMENTS

 [Ordinance Amending 22-023 GCP92.pdf](#)

 [Reimbursement Resolution for Capital Project Budget Amendment - GCP92 Feb COG.pdf](#)

ORDINANCE NO. 23- _____
 CITY OF GREENVILLE, NORTH CAROLINA
 TO AMEND A CAPITAL PROJECT BUDGET (ORDINANCE NO. 22-023)
 LNG Expansion Project

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

Section I. The Capital Projects Budget is amended, so that as amended it shall read as follows:

<u>Revenues</u>	Current Budget	Change	Proposed Budget
Long-Term Debt	\$6,500,000	\$7,000,000	\$13,500,000
Capital Projects Fund Balance	\$1,500,000	\$0	\$1,500,000
	\$8,000,000	\$7,000,000	\$15,000,000
 <u>Expenditures</u>			
Project Costs	\$8,000,000	\$7,000,000	\$15,000,000
	\$8,000,000	\$7,000,000	\$15,000,000

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

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

Adopted this the _____ day of _____, 2023.

 P. J. Connelly, Mayor

Attest:

 Valerie Shiuwegar, City Clerk

RESOLUTION NO. _____
RESOLUTION DECLARING THE INTENTION OF THE
CITY COUNCIL OF THE CITY OF GREENVILLE TO REIMBURSE THE
GREENVILLE UTILITIES COMMISSION, OF THE CITY OF GREENVILLE, NORTH
CAROLINA, A BODY POLITIC DULY CHARTERED BY THE STATE OF NORTH
CAROLINA, FROM THE PROCEEDS OF ONE OR MORE FINANCING(S) FOR
CERTAIN EXPENDITURES MADE AND TO BE MADE IN CONNECTION WITH THE
ACQUISITION AND CONSTRUCTION OF CERTAIN IMPROVEMENTS

WHEREAS, in accordance with Chapter 861 of the 1991 Session Laws of North Carolina, the Greenville Utilities Commission (the “Commission”) has been created for the proper management of the public utilities of the City of Greenville, North Carolina (the “City”), comprising an electric system, a natural gas system, a sanitary sewer system and a water system within and without the corporate limits of the City, (collectively the “Combined Enterprise System”) with responsibility for the entire supervision and control of the management, operation, maintenance, improvement and extension of the Combined Enterprise System; and

WHEREAS, Section 1.150-2 of the Treasury Regulations (the “Regulations”) prescribes specific procedures which will be applicable to certain bonds, notes or other indebtedness (“Debt”) issued by or on behalf of the Commission and the City including, without limitation, a requirement that the City declare official intent to reimburse certain expenditures with proceeds of Debt to be incurred prior to, or within sixty (60) days of, payment of the expenditures to be reimbursed;

WHEREAS, the Commission has determined to pay certain expenditures (the “Expenditures”) incurred no more than 60 days prior to the date hereof and thereafter relating to the acquisition and construction of certain improvements (collectively, the “Additional Improvements”) more fully described below;

WHEREAS, the Additional Improvements consist of an LNG expansion project; and

WHEREAS, the City Council of the City has determined that those moneys previously advanced by the Commission no more than 60 days prior to the date hereof to pay such Expenditures are available only on a temporary period and that it is necessary to reimburse the Commission for the Expenditures from the proceeds of one or more issues of Debt;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL as follows:

Section 1. The City hereby declares concurrence with the Commission’s intent to reimburse the Commission from the proceeds of the Debt for the Expenditures made with respect to the Additional Improvements no more than 60 days prior to the date hereof and thereafter.

Section 2. Each Expenditure was or will be either (a) of a type chargeable to capital account under general federal income tax principles (determined as of the date of the Expenditures), (b) the cost of issuance with respect to the Debt, (c) a non-recurring item that is not customarily payable from current revenues of the Combined Enterprise System, or (d) a grant to a party that is not related to or an agent of the Commission or City so long as such grant does not

impose any obligation or condition (directly or indirectly) to repay any amount to or for the benefit of the Commission or City.

Section 3. The principal amount of the Debt estimated to be issued to reimburse the Commission for Expenditures for the Improvements is estimated to be not more than \$15,000,000.

Section 4. The Commission and the City will make a reimbursement allocation, which is a written allocation by the Commission and the City that evidences the Commission's use of proceeds of the Debt to reimburse an Expenditure no later than 18 months after the later of the date on which such Expenditure is paid or the Project is placed in service or abandoned, but in no event more than three years after the date on which the Expenditure is paid. The City recognizes that exceptions are available for certain "preliminary expenditures," costs of issuance, certain de minimis amounts, (expenditures by "small issuers" based on the year of issuance and not the year of expenditure), and expenditures for construction projects of at least 5 years.

Section 5. This declaration of official intent is made pursuant to Section 1.150-2 of the Treasury Regulations.

Section 6. The resolution shall take effect immediately upon its passage.

Adopted this the _____ day of _____, 2023.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar
City Clerk

Upon motion of Council member _____, seconded by Council member _____, the foregoing resolution was adopted by the following vote:

Ayes: _____

Noes: _____

* * * * *

I, Valerie Shiuwegar, City Clerk of the City of Greenville, North Carolina DO HEREBY CERTIFY that the foregoing is a true copy of such much of the proceedings of the City Council of said City at a regular meeting held on _____, 2023 as it relates in any way to the passage of the foregoing resolution and that said proceedings are recorded in the minutes of said Council.

I DO HEREBY FURTHER CERTIFY that proper notice of such regular meeting was given as required by North Carolina law.

WITNESS my hand and the official seal of said City, this _____ day of _____, 2023.

City Clerk

[SEAL]



City of Greenville, North Carolina

Meeting Date: 02/06/2023

Title of Item: Authorization to Apply for Assistance to Firefighters Grant to Replace 30 Self Contained Breathing Apparatus Units

Explanation: The Federal Emergency Management Agency provides Federal funding opportunities each year to purchase firefighting equipment for fire departments across the country. Greenville Fire/Rescue requests to apply for an Assistance to Firefighters Grant (AFG) to replace 30 obsolete firefighting Self-Contained Breathing Apparatus (SCBA) units that are older than 10 years of age and non-repairable. The AFG application deadline is February 10, 2023, and awards will be made in FY 2024.

Fiscal Note: The proposed grant total is \$354,545.00, and the Federal AFG award would be \$322,313.18. The City of Greenville's 10% grant match would be \$32,231.32 from the Fire/Rescue allocated budget.

Recommendation: Staff recommends City Council approve the request to apply for the Assistance to Firefighters Grant for SCBA.



City of Greenville, North Carolina

Meeting Date: 02/06/2023

Title of Item:

Contract Award for the 2023 Street Rehabilitation and Preservation Project, Contract Award for Professional Services for Construction Engineering and Inspection/Construction Materials Testing (CEI/CMT), and Award of Task Order #1 for 2023 CEI/CMT On-Call Contract

Explanation:

The 2023 Street Rehabilitation & Preservation Project was advertised for bids on October 28, 2022, with the bid opening held on November 29, 2022. Three bids were received with the lowest responsible, responsive bid submitted by Tripp Brothers Inc. of Ayden, NC, in the amount of \$2,824,391.06. This amount includes the base bid (\$2,056,711.89) along with all 6 alternates (\$767,679.17). The contract provides for milling, resurfacing, deep patch repairs, micro paving, crack sealing, ADA improvements, traffic signal loop work, and pavement markings. A bid summary and a list of the streets to be completed are included as Attachment 1.

Consistent with previous years, and to meet the ongoing demands of the City's Capital Improvement Program, the City advertised a Request for Qualifications (RFQ) for professional services for Construction Engineering and Inspection (CEI) /Construction Materials Testing (CMT) on November 7, 2022. The scope of these services includes contract administration, onsite inspection and record keeping, and testing of construction materials such as concrete and asphalt.

On November 30, 2022, staff received four (4) proposals in response to the RFQ. A selection team consisting of four (4) staff reviewed each proposal independently and rated each proposal according to the criteria included in the RFQ, (see Attachment 2 for scoring). After independent review, the team met together to discuss ratings and select a firm. The selection team unanimously recommended TranSystems (formerly SEPI) of Raleigh, NC.

Upon Council approval, the City will enter into an on-call contract with TranSystems with a not-to-exceed amount of \$1,250,000. Staff will negotiate task orders for each individual project as needed. In accordance with City policy, any task orders under \$100,000 would be executed by the City Manager, while those exceeding \$100,000 would be executed by the Mayor. The initial term of the contract will be for two years with the option to renew for one additional year.

Task Order #1 under this on-call contract will provide construction engineering and inspection and construction materials testing for the 2023 Street

Rehabilitation & Preservation Project. The fee for this task order is \$279,000.00.

Fiscal Note:

The proposed budget for the 2023 Street Rehabilitation & Preservation Project, including a 20% contingency, is \$3,389,269.27. The contract will be funded through the Pavement Management Program as approved by City Council, including leftover funds from previous years due to better than expected past bids.

The proposed budget for the 2022 CEI/CMT On-Call Task Order #1 is \$279,000.00. Task Order #1 will be funded through the Pavement Management Program as approved by City Council.

Recommendation:

City Council award the contract for the 2023 Street Rehabilitation & Preservation Project to Tripp Brothers of Ayden, NC in the amount of \$3,389,269.27.

City Council award an on-call contract for CEI/CMT services to TranSystems (formerly SEPI) for a not-to-exceed amount of \$1,250,000, authorize the City Manager to execute task orders in amounts up to \$100,000 and authorize the Mayor to execute those that exceed \$100,000.

City Council approve Task Order #1 under the On-Call CEI/CMT Contract with TranSystem in the amount of \$279,000.00.

ATTACHMENTS

-  [Attachment 1 Bid Summary and Street List.pdf](#)
-  [Attachment 2 On-call Scoring Summary.pdf](#)

2023 Rehabilitation and Preservation Contract

BID SUMMARY SHEET

City of Greenville, North Carolina

Engineering Division

Bid Opening: November 11th, 2022 @ 2:00pm

<i>Contractor</i>	<i>Rec'd Addendum(s) 1,2</i>		<i>5% Bid Bond</i>		<i>M/WBE Submitted</i>		<i>NCA Form Submitted</i>		<i>Total Base Bid</i>
	<i>Yes</i>	<i>No</i>	<i>Yes</i>	<i>No</i>	<i>Yes</i>	<i>No</i>	<i>Yes</i>	<i>No</i>	
S.T. Wooten	x		x		x		x		\$2,353,493.60
Tripp Brothers	x		x		x		x		\$2,056,711.89
Fred Smith Company	x		x		x		x		\$2,585,500.00

STREET LISTING FOR ASPHALT AND MILLING - BASE BID

Street Name	From	To
Mall Dr.	SW Greenville Blvd.	S. Memorial Dr.
Cotanche St.	E. 10th St.	Reade Cl.
E. 7th St.	Cotanche St.	End City Maintenance
Sherwood Dr.	Red Banks Rd.	Street End
E. 14th St.	Charles Blvd.	Cotanche St.
Landmark St.	SW Greenville Blvd.	E. Baywood Ln.
Spring Forest Rd.	RxR Crossing	John Hopkins Dr.
Gabriel Dr.	Spring Forest Rd.	Pavement Joint
Stanwood Dr.	Chowan Rd.	Wesley Rd.
W. Moore St.	N. Memorial Dr.	Melody Ln.
Golf Club Wynd.	End City Maintenance	NC 43
S. Baywood Ln.	Woodhaven Rd.	Cedarhurst Rd.

STREET LISTING FOR ASPHALT AND MILLING - ALTERNATES

Street Name	From	To
Wimbledon Dr.	E. Arlington Blvd.	Firetown Rd.
Ironwood Dr.	Middleburry Dr.	Club Pines Dr.
Ragsdale Rd.	E. 14th St.	E. Wright Rd.
Cravensham Rd.	Evans St.	Kineton Cl.
W. Sylvan Dr.	S. Memorial Dr.	N. Sylvan Dr.
Westview Dr.	Country Club Dr.	Street End

STREET LISTING FOR MICRO PAVING

Street Name	From	To
*Langsoton Blvd.	Thomas Langston Rd.	Street End
Golden Rd.	Cedar Ln.	SE Greenville Blvd.
Palmer Ct.	Wyngate Dr.	Street End
*Satterfield Dr.	Wyngate Dr.	Wyngate Dr.
ST. Charles Cl.	Street End	Satterfield Dr.
*Wyngate Dr.	Macgregor Downs Rd.	Street End
Adams Blvd.	SE Greenville Blvd.	Bloomsbury Rd.
S. Elm St.	E. 14th St.	SE Greenville Blvd.
W. 1st.	N. Pitts St.	S. Washington St.
*E. 4th St.	Forest Hill Cl.	Hickory St.
Martinsborough Rd.	Evans St.	Granville Dr.

*Roadway will have 4" Base Patching

CRACK SEALING STREET LIST

Street Name	From	To
Dalebrook Cl.	E. 14th St.	Deerwood Dr.
Deerwood Dr.	Dalebrook Cl.	Kingsbrook Rd.
E. 4th St.	Hickory St.	Laurel St.
E. 5th St.	Trustees Wy.	E. 10th St.
Kingsbrook Rd.	E. 14th St.	Cul-De-Sac
Oxford Rd.	E. 10th St.	York Rd.
Red Banks Rd.	Evans St.	SE Greenville Blvd.
Red Banks Rd.	E. Arlington Blvd.	Charles Blvd.
Regency Blvd.	S. Memorial Dr.	Evans St.
S. Elm St.	E. 10th St.	E. 14th St.

CEI RFQ Folder	Completeness of Response Applicable Previous Experience of firm or team proposed Qualifications of Individuals proposed for duties Project Management Methods or Processes proposed Total Ranking						Comments
	Rating scale is 0 to 5, with 5 being highest						
CONSULTANT FIRM	Weight	1	3.5	3	2.5	Max Pts = 50	
TranSystems	Score	4.563	4.875	4.675	4.425		
	Rating	4.563	17.06	14.03	11.063	46.7125	
ECS	Score	2.25	2.675	2.4	2.35		
	Rating	2.25	9.363	7.2	5.875	24.6875	
RK&K	Score	4.688	4.3	4.25	4.575		
	Rating	4.688	15.05	12.75	11.438	43.925	
KCA	Score	3.875	3.4	3.275	3.75		
	Rating	3.875	11.9	9.825	9.375	34.975	

Score: 0.0 - 5.0
 Rating = Weight x Score



City of Greenville, North Carolina

Meeting Date: 02/06/2023

Title of Item: Contract Award to Allied Universal Security Services for Security and Risk Mitigation services at G.K. Butterfield Transportation Center

Explanation: Greenville Area Transit (GREAT) operates public transit services in the G. K. Butterfield Transportation Center (GKBTC). The City has sought a contractor to perform unarmed security guard and risk mitigation services as well as serve as a visitor ambassador for the public who visit GKBTC. Security and ambassador services will proactively engage with the community to assist the transit riding public, enforce appropriate transit conduct, prevent unauthorized access to City facilities, deter criminal behavior, cooperate with law enforcement, and prevent damage to City property. Universal Protection Service, LLC, doing business as Allied Universal Security Services, responded to the City's Request for Proposals with an agreeable proposal that will provide contract personnel for security and ambassador services.

Fiscal Note: The term of this Agreement is for three (3) years. The contract may be extended up to two (2) additional one (1) year periods for a total of five (5) years upon evaluation and approval by the City. Based on the hourly rate, the contract will cost \$50,000 - \$60,000 annually during the first three years.

Recommendation: City Council award a contract to Universal Protection Service, LLC, doing business as Allied Universal Security Services, for unarmed security guard and risk mitigation services at G. K. Butterfield Transportation Center

ATTACHMENTS

- 📄 [ALLIED SECURITY AGREEMENT 2022- GKBTF.pdf](#)
- 📄 [Exhibit C RFP 22-23-11 Security Ambassador Services for GKBTC October 2022.pdf](#)
- 📄 [Exhibit D Proposal10-7-2022 Butterfield.pdf](#)



SECURITY SERVICES AGREEMENT

This Security Services Agreement (hereinafter the "Agreement"), made and entered into the _____ day of _____, 20____, by and between UNIVERSAL PROTECTION SERVICE, LLC d/b/a ALLIED UNIVERSAL SECURITY SERVICES, a company organized and existing under the laws of the State of Delaware and duly authorized to conduct business in the State of North Carolina (hereinafter "Contractor"), with a principal office branch at 4600 Marriott Drive, Suite 510, Raleigh, NC 27612, and CITY OF GREENVILLE, a municipal corporation organized and existing under the laws of the State of North Carolina (hereinafter the "City"), with a principal office located at 200 W. Fifth Street, Greenville, NC 27835, is made pursuant to the following representations of the parties:

WHEREAS, the City desires that Contractor perform certain Unarmed Security Guard and Risk Mitigation Services at the City's properties (defined specifically in Exhibit A attached hereto and fully incorporated herein); and

WHEREAS, the City is authorized by North Carolina General Statute § 160A-20.1 to enter into an Agreement for performance of such services and has followed the required procurement processes pursuant to federal, state and local laws and regulations, where applicable; and

WHEREAS, Contractor desires and has the qualified staff to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, Contractor and the City (hereinafter referred to together as the "Parties") understand, acknowledge, covenant and agree as follows:

1. SERVICES TO BE PROVIDED

Contractor will provide Unarmed Security Guard and Risk Mitigation Services (hereinafter "services") and in doing so use its reasonable best efforts to protect the City's personnel, property, and assets located within the boundaries of the City's property, hereinafter referred to as the "Property". Services and the Property are defined specifically in Exhibit A attached hereto. Contractor will be responsible to proactively engage with the community to assist the transit riding public, enforce appropriate transit conduct, prevent unauthorized access to City facilities, deter criminal behavior, cooperate with law enforcement, and prevent damage to City property.

The security services are designed to include security coverage for transit facilities or assets limited to the first floor public areas (i.e.: outside entrance and lobby), the adjacent hallway connecting City offices to the lobby, and the outside bus loading areas. The security guard shall be required to provide continuous patrolling services of these public areas. Additional services include and are not limited to:

1. Active support of special situation plans and procedures during disruptive events (e.g. fire, workplace violence, de-escalating actual or potential disruptive behavior civil disturbances);
2. Appropriately address disruptive individuals; and
3. Providing customer service (e.g. providing directions, assisting customers, serving as a visible source of information).

The Contractor will be responsible for providing highly qualified, professional, alert, diverse and proactive security personnel with an emphasis on customer service and ambassadorship.

2. ORDER OF PRECEDENCE AND TERM OF AGREEMENT

- A. 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:
 - i. This Agreement with any Attachments, including Addendum(s), Amendment(s) and Federal Language (Exhibit B) attached hereto;
 - ii. If applicable, negotiated Amendments or clarification to the Contractor's Proposal which have been incorporated by reference to the final Agreement;
 - iii. City Request for Proposals attached hereto as Exhibit C; and
 - iv. Contractor's Proposal attached hereto as Exhibit D.
- B. The term for this Agreement is for three (3) years. The contract may be extended up to two (2) additional one (1) year periods for a total of five (5) years upon evaluation and approval by the City.

3. ASSIGNMENT

Contractor may not assign this Agreement or any of its rights, duties, or obligations hereunder, or subcontract any of the services to be performed hereunder, without the prior written consent of the City.

4. NON-EXCLUSIVITY

This Agreement is not to be construed as granting Contractor the sole or exclusive right to provide services stated in Paragraph 1 to the City, and the City hereby expressly reserves the right to contract with any other party for such services, as it deems necessary or appropriate.

5. COMPENSATION AND PAYMENT

Contractor will be compensated based on the following bill rates:

YEAR	BILL RATE	HOLIDAY/ OT RATE
Year 1	\$24.73	\$37.10
Year 2	\$26.29	\$39.44
Year 3	\$27.84	\$41.76

The Contractor will submit invoices on a monthly basis for the services provided during the previous month. All invoices must be submitted by the 10th of each month for services provided during the previous month. 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: Transit Manager, City of Greenville Public Works, P. O. Box 7207, Greenville, NC 27835-7207.

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.

6. STANDARD OF CARE

All personnel employed and assigned by Contractor to provide Services at the City's Property shall be licensed under and in compliance with Chapter 74(c) of the General Statutes of North Carolina. Proof of current license/certificate shall be maintained by the Contractor and submitted prior to assignment at the City's Property by Contractor. Additionally, 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.

In the performance of the services under this Agreement, Contractor shall comply with all federal, state, county and city statutes, ordinances, regulations, and rules, which are applicable.

7. INSURANCE

Contractor agrees to maintain the following amounts of insurance coverage during the term of this Agreement:

(a) Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage; City of Greenville, 200 W. Fifth St. Greenville, NC 27834 shall be named as additional insured.

(b) Professional Liability insurance in an amount not less than \$1,000,000 per occurrence-if providing professional services;

(c) Workers Compensation Insurance as required by the general statutes of the State of North Carolina and Employer's Liability Insurance not less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limit;

(d) Commercial Automobile Insurance applicable to bodily injury and property damage, covering all owned, non-owned, and hired vehicles, in an amount not less than \$1,000,000 per occurrence as applicable. Certificates of Insurance [naming the City as an additional insured](#) shall be furnished prior to the commencement of Services.

8. INDEPENDENT CONTRACTOR AND LABOR AND MATERIALS

Contractor and its employees are independent contractors and are not employees of the City and are not entitled to any benefits provided employees of the City, including, but not limited to, workers' compensation, medical care, leave benefits and retirement. Contractor shall provide and pay for all labor and supervision, tools, apparatus, materials, supplies, and equipment needed to perform the Services, as agreed to between Contractor and the City and be responsible for the payment of all federal, state, and local taxes that may result from this Agreement.

9. SCHEDULE AND SHIFT LEVELS

One (1) unarmed security guard position to work during normal operating hours. These hours will begin at 7:30AM – 5:00PM Monday through Saturday; however, these times are subject to change. The facility will be closed during most federal holidays. No security guards will be required on these days.

The City reserves the right to adjust any schedule as necessary, upon 24-hour written notice to the Contractor.

10. 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.

11. CONTRACTOR REQUIREMENTS

All security guards must be able to deal effectively with the public and must be knowledgeable of all responsibilities of their post. The Contractor shall be responsible for the supervision of all security officers assigned to the contract.

12. DRUG TESTING

The Contractor will be responsible for drug testing its employees per FTA requirements by establishing and implementing a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, must produce documentation necessary to establish compliance with Parts 653 and 654, and must permit any authorized representative of the Federal, State, or local agency to inspect the facilities and records associated with the implementation of the drug and alcohol testing program and review the testing process. The Contractor must further agree to certify annually its compliance with Parts 653 and 654 before December 31st of every year and to submit the required reports before March 15th of every year to the Transit Manager. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. (See Section 3.5.4 of the Federal Register).

13. TRAINING

Contractor is responsible for all training and coordination. The awarded Contractor's training program will be evaluated by the City for acceptability with consideration given to designated training site, training materials and quality/amount of training provided.

14. FACILITY ACCESS & ENTRY

Access Entry: The Contractor is responsible for City supplied keys, combinations and access cards to City facilities. Such are considered accountable items. Keys shall not be duplicated. Loss of security access keys, combinations, and cards must be immediately reported. 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).

15. SECURITY OFFICER MINIMUM QUALIFICATIONS AND EXPECTATIONS

- a. Minimum age of 21 years.
- b. Minimum 2 years of relevant experience.
- c. High school diploma or equivalent written examination.
- d. Strong written and verbal communication skills.
- e. A personal background of employment and personal experience relative to the description of services required. Vendor background checks should include any felony convictions, criminal investigation, regulatory sanctions, regulatory investigations and civil litigation. All background checks should be continuous. Vendor shall inform the City of any changes in background statuses within 30 days. Failure to inform the City shall constitute a breach of contract.

- f. Physical and intellectual capability to do the assigned job.
- g. Approved criminal background investigation with no record of convictions.
- h. Ability to pass a drug/alcohol screening.

The Contractor shall provide the City written confirmation that each employee has passed the required background check and registration from the Private Protection Services Board of North Carolina prior to a City assignment.

16. CITY'S DISCRETION

The City reserves the right to request immediate removal and replacement of any security officer deemed not appropriate for the position or engaging in unacceptable behavior (e.g.: neglect of duties, disorderly conduct, carrying unauthorized weapons, excessive force) at no additional cost.

17. EMPLOYEE APPEARANCE

Contractor employees are to be neat, clean and well-groomed in appearance. No smoking (except where authorized in designated areas), sitting down while on patrol, reading unauthorized material, or tobacco use shall be permitted while on active patrol. Personal phone calls, texting or use of any personal electronic devices shall not be permitted except in emergency.

18. UNIFORM REQUIREMENTS

The Contractor shall provide and maintain required uniforms that will directly represent the image of the City. Uniforms should be provided in sufficient quantity and quality to allow for a sharp, pressed look. Shoes should be clean and polished. All badges shall be worn on the uniforms appropriately.

19. REPORTING

Daily written reports must be recorded showing shift activities and any security incidents, violations, irregularities, emergencies, or unusual circumstances requiring corrective action or investigation. Daily reports shall be included with monthly invoices. Incidents should be reported same day or immediately if needed. Incidents include but are not limited to criminal activities or fire or safety issues.

20. OWNERSHIP OF DOCUMENTS

All tracings, documents, technical reports, charts, plans, specifications, [photographs](#), 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. These items could become the property of the City, if the City so elects.

21. WAGES

All security officers assigned by the Contractor to City facilities are considered an employee of the Contractor. The Contractor will be responsible for paying all salaries, wages, benefits, expenses, Social Security taxes, Federal and State taxes, and any and all other expenses or taxes associated with employment by the Contractor.

All hours billed to the City will be at the contract rate. The City will not pay overtime, vacation hours, or holiday hours not actually worked.

22. NOTICES

Any notice given under this Agreement shall be in writing and delivered via regular U.S. Mail or email as follows:

If to Contractor:

Stevan Baker
Business Development Manager
Allied Universal Security Services
10735 David Taylor Drive, Suite #560
Charlotte, NC 28262
Stevan.Baker@aus.com

If to the City:

Transit Manager
City of Greenville Public Works
1500 Beatty Street
Greenville, NC 27834
(252) 329-4047

23. DAMAGE TO EXISTING PROPERTY

Contractor shall be held responsible for and repair, replace or reimburse the City for damage that occurs to existing structures, materials, or equipment on the Property that constitutes an insurable loss arising out of the provision of Services at no additional cost to the City.

24. INDEMNIFICATION AND HOLD HARMLESS REQUIREMENTS

- a. To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this

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subsection “a,” the Contractor shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City.

- b. Definitions. As used in subsections “a” above -- “Charges” means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within “Charges” are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this contract). “Indemnitees” means City and its officers, officials (elected and non-elected), independent contractors, agents, and employees, excluding the Contractor.
- c. Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provision that may be in this contract.
- d. Survival. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract.
- e. Limitations of the Contractor's Obligation. If this section is in, or is in connection with, a contract relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road, appurtenance or appliance, including moving, demolition and excavating connected therewith, then subsection “a” above shall not require the Contractor to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.
- f. 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.
- g. 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.

25. MODIFICATION

Any modification of this Agreement must make specific reference to this Agreement and may only be modified by a signed writing by both parties.

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26. COMPLIANCE WITH LAWS

Contractor agrees to comply with all applicable statutes, ordinances, and regulations of the United States, the State of North Carolina, the City and units of local government.

27. E-VERIFY

Contractor acknowledges that "E- Verify" is the federal E- Verify program operated by the US Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes. Contractor further acknowledges that all employers, as defined by Article 2, Chapter 64 of the North Carolina General Statutes, must use E- Verify and after hiring an employee to work in the United States, shall verify the work authorization of the employee through E- Verify in accordance with N.C.G.S. § 64- 26(a). Contractor pledges, attests, and warrants through execution of this Agreement that Contractor complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and further pledges, attests, and warrants that any Contractor subcontractors currently employed by or subsequently hired by Contractor shall comply with any and all E- Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Agreement.

28. IRAN DIVESTMENT ACT

Contractor certifies that it is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. § 147 - 86.58. Contractor further certifies that it shall not utilize any subcontractor found on the State Treasurer's Final Divestment List. Contractor certifies that the signatory to this Agreement is authorized by Contractor to make the foregoing statement.

29. 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, independent 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.

30. 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 services affected by such termination; and Termination shall not prejudice any other right or remedy available to the City. [Funding for this Agreement is subject to annual appropriation.](#)

31. TERMINATION

The City may terminate this Agreement at any time upon any of the following grounds:

- a. **DEFAULT.** The Contractor fails to perform any of the services required in this Agreement.
- b. **CONVENIENCE.** The City may terminate this agreement effective at time of 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.

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- c. FUNDING. In accordance with paragraph 30, this agreement shall automatically terminate should funding cease to be available.
- d. 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.
- e. EXPIRATION. Upon expiration of this Agreement, this Agreement is terminated, if not extended, in accordance with the terms and conditions of this Agreement.

32. 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.

33. PERMITS, LICENSES, AND CERTIFICATES

The Contractor is to procure, at their own expense, all permits, licenses, and certificates, as required by any such laws, ordinances, rules and regulations, for proper execution and completion of the services under this Agreement.

34. 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.

35. MISCELLANEOUS

a. ENTIRE AGREEMENT, SEVERABILITY, AUTHORITY TO SIGN, AND COUNTERPARTS, NO WAIVER

This Agreement, including all Exhibits, states the entire Agreement between the Parties and supersedes any and all prior understandings, representations, warranties, agreements, or contracts (whether oral or written) between the City and Contractor. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of the remaining provisions, which shall remain in full force and effect. Each Party represents that the person executing this Agreement on its behalf is duly authorized and has the legal authority to do so. This Agreement may be executed in counterparts, and the Agreement with both signature pages shall constitute the fully executed Agreement.

b. FORCE MAJEURE AND UNFORESEEN CIRCUMSTANCES

Contractor shall not be responsible for delay, disruption, or failure to provide the Services agreed to under this Agreement if such delay, disruption, or failure arises out of causes beyond its control, including, but not limited to, acts of God, nature (including, but not limited to, fire, flood, natural disaster, severe weather) or of the public enemy, fire, flood, epidemics, riots, quarantine restrictions, strikes, freight embargoes, electrical outages, computer or communications failures, and acts or omissions of subcontractors or third parties. In addition, Contractor shall not be responsible for incidents that occur as a result of (1) unforeseen circumstances; (2) when a Contractor Security Guard acts in good faith based on information from third parties not covered by this Agreement; or (3) where a Contractor Security Guard acts according to his or her duties outlined in this Agreement or pursuant to site specific Post Orders, Quick Response Checklists, or by other directives or instructions approved by Contractor and the City and in compliance with GSSS Standard Operating Procedures.

c. NO WARRANTIES

Contractor will exercise its reasonable best efforts to provide services pursuant to this Agreement and makes no warranties or guaranties that its efforts will have any specific or general result or results. Contractor is not responsible for injuries to persons or damage to property that occur as a result of any criminal act, or any act of terrorism or war, including undeclared war.

d. 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.

e. 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.

f. THIRD PARTY RIGHTS

No Third Party Rights Created. This contract is intended for the benefit of the City and the Contractor and not any other person.

g. PERFORMANCE OF GOVERNMENT FUNCTIONS

Nothing contained in this Agreement shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

h. CITY MANAGER'S AUTHORITY

To the extent, if any, the City has the power to suspend or terminate this contract or the Consultant/Contractor's services under this Agreement, that power may be exercised by the City Manager or their designee.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates written below and the undersigned hereby warrants and certifies that they are authorized to enter into this Agreement and to execute same on behalf of the parties as the act of the said parties.

SIGNATURE OF CITY

CITY OF GREENVILLE:

BY: _____
SIGNATURE

TITLE

DATE

APPROVED AS TO FORM:

BY: _____
City Attorney or Designee (Designee means Assistant 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: _____ **DATE:** _____
Byron Hayes, Director of Financial Services

ACCOUNT NUMBER _____

PROJECT CODE (IF APPLICABLE) _____

[Vendor Signature Page Follows]
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SIGNATURE OF VENDOR

FULL NAME OF VENDOR

(e.g., Limited Liability Company, Organization, Individual Doing Business Under a Firm Name)

VENDOR:

BY:

SIGNATURE

TITLE

DATE

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EXHIBIT A
SCOPE OF SERVICES

The Services provided by Contractor under this Agreement will include the following with the aim of protecting the City's personnel, property, and assets located within the boundaries of the property known as the G.K. Butterfield Transportation Center, located at 600 Pitt Street, Greenville, NC 27834, which property is bordered by 8th Street on the south side, Pitt Street on the east side, Bonner Lane on the north side and Clark Street on the west side, including the common areas, lots, pathways, and roadways located within these boundaries BUT NOT including any adjacent properties, sidewalks, streets, wooded areas, residences, establishments, businesses, or other areas not specifically located within these boundaries (the " Property "):

- Licensed Uniformed Unarmed Security Guards, who will maintain a visible presence at the Property;
- Reporting of incidents to one or more of the following: the City' s Property Manager and law enforcement or other emergency services personnel;
- Intermittent security patrols of the Property;
- Control of access to the Property if applicable;
- Enforcement of the rules of the Property established by the City and conveyed to Contractor in writing;
- Periodic inspections of the Property; and
- Record keeping in accordance with Contractor policies and procedures, including via Security Activity Logs and /or Security Incident Reports.

Scheduled Services are to be provided at:

G.K. Butterfield Transportation Center — 600 Pitt Street, Greenville, NC 27834

Minimum Equipment, Materials and Supplies Required:

- ~~Laptop or Desktop Computer~~
- ~~Printer and /or Scanner~~
- ~~Storage Containers for Contractor Equipment~~
- Security Guard Uniforms and Equipment
- Office Supplies for Contractor Related Work Products
- ~~Dispatch Cellular Phone~~
- ~~Marked Patrol Vehicle (as referenced above)~~
- ~~Digital Camera~~
- ~~Electronic Guard Tour System~~
- ~~Two Way Radios and Chargers~~

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Contractor agrees to provide the equipment, materials, and supplies listed above at its expense and which it deems are necessary to complete the Services as described above. Any other equipment, materials, or supplies requested by the City will be provided by the City and the City shall be responsible for the maintenance thereof. Contractor may at any time at its option decide not to use such equipment, materials, or supplies if it determines in its sole discretion that such equipment, materials, or supplies are not necessary or useful in providing the Services hereunder.

Contractor reserves the right to at any time alter at its own expense this list of equipment, material, and supplies as it deems necessary to provide the Services under this Agreement.

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EXHIBIT B
SPECIAL PROVISIONS

FEDERAL CLAUSES FOR PROFESSIONAL SERVICES/A&E

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.

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(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

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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

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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

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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 9.375%. 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 seven (7) 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 subcontractors to perform at least the same amount of work. The

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Contractor may not terminate any DBE subcontractors 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

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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

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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.

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 sub-recipients 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

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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 subcontractors 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.

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.

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 sub-awards at all tiers (including subcontracts, sub-grants, and Contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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

EXHIBIT C
CITY OF GREENVILLE REQUEST FOR PROPOSALS
SECURITY SERVICES TRANSPORTATION CENTER

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EXHIBIT D
UNIVERSAL PROTECTION SERVICE, LLC D/B/A ALLIED UNIVERSAL PROPOSAL

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Find yourself in good company

Request for Proposal

RFP# 22-23-11

**Security/Ambassador Services for the
GK Butterfield Transportation Center**

**Proposal Due Date:
Monday, October 31st, 2022 at
4:00 pm**

September 28, 2022

Dear Proposer:

The City of Greenville, NC is accepting proposals for Temporary Staffing Services for the G.K. Butterfield Transportation Center. Instructions for submitting proposals and requirements are stated in the attached Request for Proposals (“RFP”). All requested information shall be submitted to AYoung@greenvillenc.gov as shown on the enclosed schedule. **The RFP is due on Monday, October 31st, 2022 at 4:00 PM.**

The City of Greenville is requesting proposals for on-site contract security services for the following City facility:

**G.K. Butterfield Transportation Center
600 S. Pitt Street
Greenville, NC 27834**

All questions or clarifications shall be submitted in writing to the Transit Supervisor - Alishia Chapman by email to AYoung@greenvillenc.gov no later than **4:00 PM on Wednesday, October 12th, 2022.**

The City of Greenville reserves the right to award or reject any or all proposals and waive any nonmaterial informality or irregularity in any proposal received. The successful Proposer(s) will be required to comply with all applicable Equal Employment Opportunity laws and regulations.

All proposals shall remain valid for (90) days from date of proposal opening.

Public Works Director
Kevin Mulligan

Section I: Project Overview

The City of Greenville Transit Division is requesting proposals from security firms experienced in public sector, preferably public transit, and security services. Qualified contractors shall provide *unarmed* officers that will:

- Proactively engage with the community to assist the transit riding public,
- Enforce appropriate transit conduct,
- Prevent unauthorized access to City facilities,
- Deter criminal behavior,
- Cooperate with law enforcement, and
- Prevent damage to City property.

The term for any contract resulting from this RFP is for three (3) years. The contract may be extended up to two (2) additional one (1) year periods for a total of five (5) years.

Section II: Agency Background

Greenville Area Transit (GREAT) was formed in 1976 as a department of the City of Greenville, NC. GREAT operates a network of 6 fixed routes. Prior to the outbreak of COVID-19, GREAT Transit service has been provided weekdays from 6:25 a.m. to 7:00 p.m. and Saturdays from 9:25 a.m. to 6:00 p.m. Currently service is provided Monday through Friday from 7:25 a.m. to 5:30 p.m. The grantee's complementary paratransit service, known as Pitt Area Transit (PATs), operates during the same days and hours of service as the fixed routes.

The City of Greenville opened the GK Butterfield Transportation facility in August, 2018. This project started as a City Council goal to create a facility which would encourage multiple modes of transportation within the City, provide a central access point where people could transfer from one mode to another, and create a hub not only for transportation but also a catalyst for revitalization and economic development.

The Greenville Area Transit system, PATs, Greyhound and the Amtrak Connector all utilize the facility for connections along with taxis. Airport, medical, and hotel shuttles could locate here with future rail service connection as a possibility.

The Center provides a covered transfer facility with seating, restrooms and more, giving people a choice of transportation options to fit their needs and meet the needs of our growing population for the next 30 years.

Section III: General Terms and Conditions

- A. **Non-Discrimination:** The City of Greenville does not discriminate on the basis of race, color, sex, national origin, religion, age or disability. Any contractors or vendors who

provide services, programs or goods to the City are expected to fully comply with the City's non-discrimination policy.

- B. **Non-Collusion:** Respondents, by submitting a signed proposal, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under North Carolina or United States law.
- C. **Payment Terms:** The City agrees to pay all approved invoices Net Thirty (30) days from the date received and approved. The City does not agree to the payment of late charges or finance charges assessed by the seller or vendor for any reason. Invoices are payable in U.S. funds.
- D. **Governing Law:** Any agreement, contract or purchase order resulting from this invitation to bid, request for proposals or request for qualifications or quotes, shall be governed by the laws of the State of North Carolina and Federal Transit Administration (FTA) Assurances and Contractual Conditions which are made part of this notice as though fully set forth herein.
- E. **Acceptance/Rejection of Proposals:** The City of Greenville reserves the right to award to the Firm who will best serve the interests of the City. The City also reserves the right to waive minor variations in the specifications and in the bidding process, as well as to accept in whole or in part such proposal(s) where it deems it advisable in protection of the best interests of the City. The City further reserves the right to accept or reject any or all proposals, and to award or not award a contract based on this proposal.
- F. **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.
- G. **Conflict of Interest:** Each proposer 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.
- H. **Equal Employment Opportunity Clause:** The City of Greenville 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. By submitting a proposal, the firm is attesting that they are an Equal Opportunity Employer.
- I. **M/WBE Program:** 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 MWBE Program should be directed to the MWBE Office at 252.329.4462

- J. **Federal Law:** 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.
- K. **Taxes:** 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.
- L. **Withdrawal of Proposals:** No bid/proposal may be changed or withdrawn after the stated time and date for submittal. Bids/proposals submitted shall be binding for ninety (90) days after the date of submittal.
- M. **Insurance Requirements:** Contractor shall maintain at its own expense
 - (a) Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence for bodily injury or property damage; City of Greenville, 200 W. Fifth St. Greenville, NC 27834 shall be named as additional insured.
 - (b) Professional Liability insurance in an amount not less than \$1,000,000 per occurrence-if providing professional services;
 - (c) Workers Compensation Insurance as required by the general statutes of the State of North Carolina and Employer's Liability Insurance not less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limit;
 - (d) Commercial Automobile Insurance applicable to bodily injury and property damage, covering all owned, non-owned, and hired vehicles, in an amount not less than \$1,000,000 per occurrence as applicable. Certificates of Insurance shall be furnished prior to the commencement of Services.
- N. **Services Performed:** All services rendered under this agreement will be performed at the Seller's own risk and the Seller expressly agrees to indemnify and hold harmless The City of Greenville, its officers, agents, and employees from any and all liability, loss or damage that they may suffer as a result of claims, demands, actions, damages or injuries of any kind or nature whatsoever by or to any and all persons or property.
- O. **Independent Contractor:** It is mutually understood and agreed the Seller is an independent contractor and not an agent of the City of Greenville, and as such, Seller, his

or her agents and employees shall not be entitled to any City employment benefits, such as but not limited to vacation, sick leave, insurance, worker's compensation, pension or retirement benefits.

P. **Verbal Agreement:** The City will not be bound by any verbal agreements.

Section IV: Special Conditions (Federal)

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 sub-grantee 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 sub grantee 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 9.375%. 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.

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

of 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.

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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 sub-awards at all tiers (including sub-contracts, sub-grants, and Contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 sub-recipients 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.

Section V: Scope of Work

A. Description

The City of Greenville Transit Division is requesting proposals from security firms experienced in public sector (preferably public transit) security services for the G.K. Butterfield Transportation Center located at 600 S. Pitt Street.

Maintaining a safe transit environment is a top priority. The contractor will be expected to proactively engage with the community to assist the transit riding public, ensure appropriate transit conduct, prevent unauthorized access to City facilities, cooperate with law enforcement, and prevent damage to City property.

The security/ambassador services sought in this RFP are designed to include coverage for transit facilities or assets limited to the public interior and exterior areas of the G. K. Butterfield Transportation Center. These include the public areas of the first and second floors, the adjacent hallway connecting City offices to the lobby, and the outside bus loading areas. The security/ambassador guard shall be required to provide continuous patrolling services of these public areas. Additional services include:

1. Providing customer service (e.g. providing directions, assisting customers, de-escalating actual or potential disruptive behavior, serving as a visible source of information).
2. Active support of special situation plans and procedures during disruptive events (e.g. fire, workplace violence, civil disturbances)

The contractor will be responsible for providing highly qualified, professional, alert, diverse and proactive security personnel with an emphasis on customer service and ambassadorship.

B. Schedule and Staffing Levels

The City is requesting one (1) unarmed Transit Ambassador position to work during normal operating hours. These hours will begin at **8:00AM – 5:00PM** Monday through Friday; however, as staffing increases, the hours may increase to **6:30AM – 6:30PM** Monday through Saturday.

The City reserves the right to adjust any schedule as necessary, upon 24-hour notice to the contractor.

C. Period of Performance

Subject to the termination provisions stated herein, performance shall commence upon contract execution and shall extend for a period of three (3) years. Pricing is to be fixed for the term of the contract.

The City shall have the right to extend the contract for two (2) additional one (1) year extensions. Requests for price increases may be considered in the first option year only.

D. Contractor Requirements

All Transit ambassadors must be able to deal effectively with the public and must be knowledgeable of all responsibilities of their post. The contractor shall be responsible for the supervision of all security/ambassador officers assigned to the contract.

Drug Testing: The contractor will be responsible for drug testing its employees per FTA requirements by establishing and implementing a drug and alcohol testing program that complies with 49 CFR Parts 653 and 654, must produce documentation necessary to establish compliance with Parts 653 and 654, and must permit any authorized representative of the Federal, State, or local agency to inspect the facilities and records associated with the implementation of the drug and alcohol testing program and review the testing process. The Contractor must further agree to certify annually its compliance with Parts 653 and 654 before December 31st of every year and to submit the required reports before March 15th of every year to the Transit Manager. To certify compliance, the Contractor shall use the “Substance Abuse Certifications” in the “Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements,” which is published annually in the Federal Register. (See Section 3.5.4)

Training: Contractor is responsible for all training and coordination. The awarded contractor’s training program will be evaluated by the City for acceptability with consideration given to designated training site, training materials, and quality/amount of training provided.

Access Entry: The Contractor is responsible for City supplied keys, combinations and access cards to City facilities. Such are considered accountable items. Keys shall not be duplicated. Loss of security access keys, combinations, and cards must be immediately reported. 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).

E. Security/Ambassador Officer Minimum Qualifications and Expectations

- Minimum age of 21 years.
- High school diploma or equivalent written examination.
- Strong written and verbal communication skills.
- At least one (1) year of experience in the security field.
- A personal background of employment and personal experience relative to the description of services required. Vendor background checks should include any felony convictions, criminal investigation, regulatory sanctions, regulatory investigations and civil litigation. All background checks should be continuous. Vendor shall inform the City of any changes in background statuses within 30 days. Failure to inform the City shall constitute a breach of contract.
- Physical and intellectual capability to do the assigned job.
- Approved criminal background investigation with no record of convictions.
- Ability to pass a drug/alcohol screening.

The contractor shall provide the City confirmation that each employee has passed the required background check and registration from the Private Protection Services Board of North Carolina prior to a City assignment.

City's Discretion: The City reserves the right to request immediate removal and replacement of any security officer deemed not appropriate for the position or engaging in unacceptable behavior (e.g.: neglect of duties, disorderly conduct, carrying unauthorized weapons, excessive force) at no additional cost.

Employee Appearance: Contractor employees are to be neat, clean and well-groomed in appearance. No smoking (except where authorized in designated areas), sitting down while on patrol, reading unauthorized material, or tobacco use shall be permitted while on active patrol. Personal phone calls, texting or use of any personal electronic devices shall not be permitted except in emergency. *Employee shall not bring any additional accessories such as firearms, handcuffs, taser, mace, key chain weapons, etc. The primary role of this position is as a Transit Ambassador with the main role of assisting the public.*

Uniform Requirements: The contractor shall provide and maintain required uniforms that will directly represent the image of the City. Uniforms should be provided in sufficient quantity and quality to allow for a sharp, pressed look. Shoes should be clean and polished. All badges shall be worn on the uniforms appropriately.

Reporting: Daily written reports must be recorded showing shift activities and any security incidents, violations, irregularities, emergencies, or unusual circumstances requiring corrective action or investigation. Daily reports shall be included with monthly invoices. Incidents should be reported same day or immediately if needed. Incidents include but are not limited to criminal activities or fire or safety issues.

Wage: All security officers assigned by the contractor to City facilities are considered an employee of the contractor. The contractor will be responsible for paying all salaries, wages, benefits, expenses, Social Security taxes, Federal and State taxes, and any and all other expenses or taxes associated with employment by the contractor. All hours billed to the City will be at the contract rate. The City will **not** pay overtime, vacation hours, or holiday hours not actually worked.

Section VI: Procurement Process

Schedule

Item	Date
Issuance of RFP	Wednesday, September 28 th , 2022
Deadline for Questions and Clarifications	Wednesday October 12 th , 2022 @ 4:00 PM
Answers posted to the Website	Thursday, October 24 th , 2022 @ 4:00 PM
Submittals Due	Monday, October 31 st , 2022 @ 4:00 PM

Submission of Proposals

A proposal may be received by the City on or before 4:00 PM Monday, October 31, 2022 on the RFP due date. Proposals received after this deadline will **not** be considered.

All proposals should be clearly marked **RFP # 22-23-11 Security Services for Transportation Center.**

Section VII: Proposal Format

All Proposals shall be 8 1/2" x 11" format with all standard text no smaller than twelve (12) points. All hard copy submissions should be one-sided and bound in a three ring binder with tab dividers corresponding to the content requirements specified below.

The total length of the contractor’s proposal (including exhibits) should not exceed 20 pages.

Proposers are required to submit proposals in the following format:

A. Cover Letter

The Proposal must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents on behalf of the Contractor, acknowledging all addenda issued for this RFP. The cover letter shall provide the legal name, address, telephone and facsimile numbers of the Contractor along with the name, title, address, telephone and facsimile numbers of the executive that has the authority to contract with the City. The cover letter shall present the Contractor's understanding of the Project, a summary of the approach to be undertaken to perform the Services, as well as a summary of the costs to provide the Services.

The Cover Letter should be no more than two pages and must include the firm's State of Incorporation and Federal Tax ID number.

Each Contractor shall make the following representations and warranty in its Proposal Cover Letter, the falsity of which might result in rejection of its Proposal:

“The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the City, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts.”

B. Executive Summary

The Contractor shall submit an executive summary, which outlines its Proposal, including the proposed general management philosophy. The executive summary shall, at a minimum, include an identification of the proposed project team, responsibilities of the project team, and a summary of the proposed Services. This section should highlight aspects of this Proposal that make it superior or unique in addressing the needs of the City.

C. Body of the Proposal

Address each of the criterion listed in *Section VIII: Evaluation Criteria* in order.

D. Federal Certification

E. Exhibits

To include materials intended to assist in evaluation of the firm but should not attempt to replace or supersede information included in letters A through C of the proposal format.

Section VIII: Evaluation

City of Greenville staff will review all proposals submitted and select the top proposals. These top vendors may then be asked to provide additional information to the evaluation panel. The City may request Best and Final offers based upon improved understanding of the offers or changed scope of work. Based on the initial proposals, and Best and Final offers, if requested, staff will select the proposal which best fulfills the requirements and is the best value to the City. The City will negotiate with that vendor to determine final pricing, and contract form.

Overall responsiveness to the Request for Proposals is an important factor in the evaluation process. The City of Greenville reserves the right to reject any and all proposals, to waive any informality, and to accept the proposal or any portion thereof that is deemed most advantageous to the City.

Evaluation Criteria

- 25% Security Staff Qualifications, Training and Retention Programs
- 25% Service Delivery Approach, Service Quality Assurance
- 25% Firm Experience, Capacity, and History to include:
 - Recent firm experience and successful completion of services or work of a similar type preferred.
 - At least three references, including name and contact information must be included.
- 25% Knowledge and Experience of Key Company Members



The Right Fit Security Professionals for Your Environment

A Security Program for City of Greenville, GK Butterfield Transportation Center

RFP#22-23-11

Security/Ambassador Services for the GK Butterfield Transportation Center

Friday, October 7, 2022



Presented to:

Kevin Mulligan

Public Works Director

City of Greenville, GK Butterfield

Transportation Center

Presented by:

Stevan Baker

Business Development Manager

Allied Universal® Security Services



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A. Cover Letter

Friday, October 7, 2022

Kevin Mulligan
Public Works Director
City of Greenville, GK Butterfield Transportation Center
600 South Pitt Street
Greenville, NC 27834

Dear Mr. Mulligan

Thank you for the opportunity to present our proposal to City of Greenville, GK Butterfield Transportation Center.

Allied Universal[®] is committed to developing and delivering security programs specific to each client's needs. Our relationships with our employees and clients are at the heart of everything we do. The result is an unrelenting focus on your success. The solutions presented in this proposal are designed to address your challenges and help you meet your goals.

When you partner with Allied Universal[®], you'll benefit from:

Extensive resources - Highly skilled personnel are readily available to meet your daily and emergency needs.

Specialized expertise - Managers and trainers are focused on the nuances of your account, recruiting and preparing top security professionals, and implementing protocols to meet your specifications.

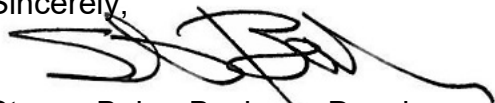
Leading technology - The widest offering of technology solutions and services in the industry is at your disposal.

Best practices - Security and industry-specific best practices are shared and deployed across teams and locations to ensure you experience the most relevant and applicable service solutions.

We look forward to building a partnership with City of Greenville, GK Butterfield Transportation Center that is rooted in quality and value. **We have an extensive track record of service with the Sheriffs Department at Pitt County Courthouse** and look forward to expanding it with your facility. Developing high-quality, customized, and integrated security solutions that bring your security vision to life is our passion. Through our people and leading services, systems, and solutions...**Allied Universal[®] is There for you.[®]**

If you have any questions or are ready to set up a meeting to review this proposal, please call me at 7045890015.

Sincerely,




Stevan Baker Business Development Manager

State of Incorporation, DE, Federal Tax ID number, 56-0515447

B. Executive Summary

Our security teams are well trained, reliable, supported by national resources, and focused on helping you reach your security goals and exceed your expectations. Our focus on a customized solution in support of the specific needs of City of Greenville, GK Butterfield Transportation Center allows us to achieve that goal. Among the information that you will find throughout our proposal, none is more important than our solutions to your needs.

GOVERNMENT FAST FACTS	
	15,200+ security professionals
	470+ clients (3,300+ client sites)
	445,500+ hours of weekly service

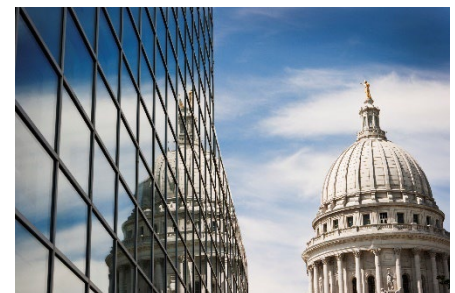
We can tailor your security program in response to the following:

- Recruiting and Retaining Top Talent to Foster a Dependable Security Program
- A Partner Who Adopts Your Security Vision and Understands Your Business Priorities
- Management Who Proactively Communicates With You And The Security Staff
- A Dependable, Stable Security Program that Protects Your Assets and Bottom Line

Through the following recommended solutions:

- Our Strength, Capabilities and Expertise
- Experienced Local Management
- Innovative Recruiting, Stringent Screening & Strong Retention
- The Best Dressed Security Professionals in the Industry
- World-class, Award-winning Training
- Seamless Automated Processes
- Comprehensive Quality Assurance Program

Because we believe in developing strong partnerships with our clients, we will continue to be immersed in your culture and as dedicated to your program as you are. Allied Universal® has positioned itself as the security provider of choice in your area. The investment we have made in our local management teams is extensive and represents the key differentiator between Allied Universal® and our competitors. We do our job, so you can do yours.



C. Body of The Proposal Innovative Recruiting, Stringent Screening & Strong Retention

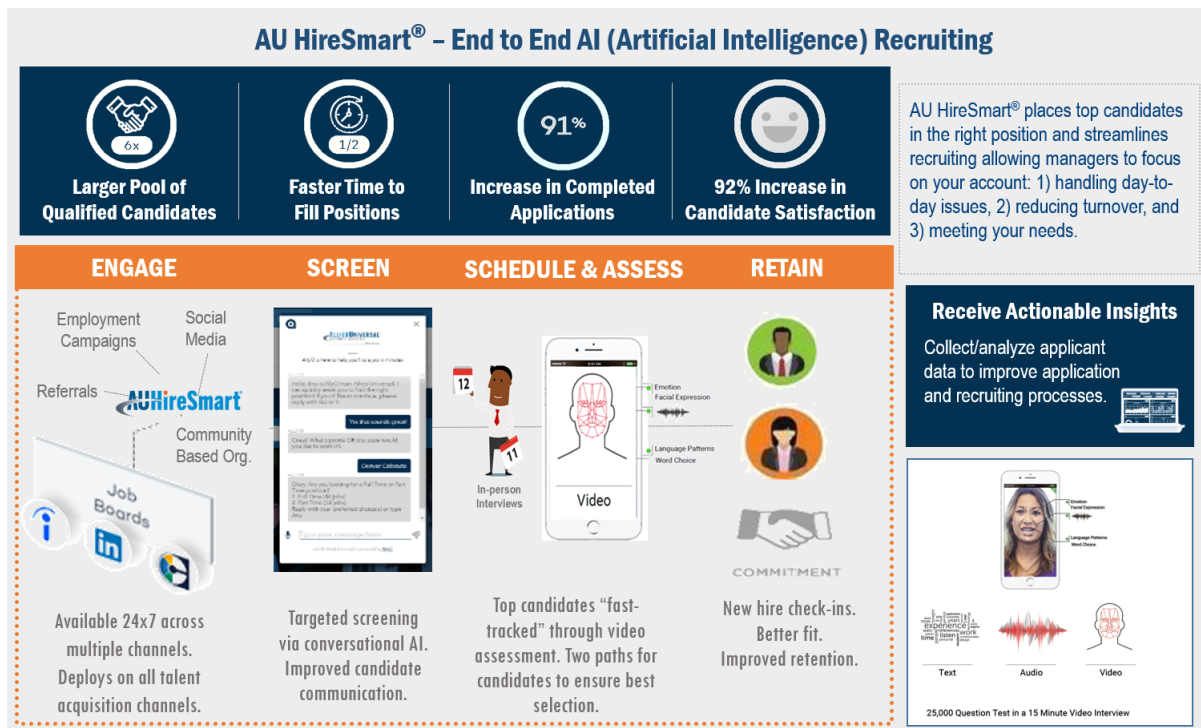
Recruiting

Thanks to our broad-spectrum recruiting resources, stringent screening and hiring process, and reputation for attracting top-quality, career-minded professionals, we are able to quickly identify and place high-performing, best-fit security personnel for City of Greenville, GK Butterfield Transportation Center's unique environment and security programs. Some of the recruitment resources we use: jobs.aus.com; promotions and employee referrals; universities and schools; former military/reservists, veterans' organizations; police and fire department; job fairs and open houses; professional organizations; and strategic partnerships: AARP, International Association of Jewish Vocational Services, National Indian Council on the Aging and National Asian Pacific Center on Aging.



Streamlined Screening and Hiring with AU HireSmart®

Allied Universal® recruiters use AU HireSmart®—an end-to-end Artificial Intelligence (AI) recruiting solution, which provides a number of unique benefits designed to streamline the recruiting process to meet your placement needs quickly.



AU HireSmart® translates candidate video screening tests into actionable data that accurately predicts a candidate's aptitude for any given role. These videos measure emotional expression, tone, language patterns and word choice to determine a candidate's fit for the position. Improves the quality of services we provide while decreasing security professional turnover by matching candidates with the jobs most suited to them.

Retention

Our strong retention program translates into one of the lowest turnover rates in the security services industry. As a result, our security professionals for City of Greenville, GK Butterfield Transportation Center are on board for the long term and are a reliable presence at your site.

Many of our retention efforts, best illustrated through incentive and recognition programs, are designed keep employees energized and engaged. And thanks to our rigorous screening process, comprehensive training, and decentralized management and support system, you can be assured that our security professionals are highly skilled, motivated, and committed to delivering exceptional service.

Career Mapping and Planning

We work hard to develop and retain future leaders of Allied Universal® by supporting our employees in achieving their career goals. Through our formal career development paths, we:

- Attract and retain top talent by offering better career advancement
- Deploy our personnel effectively and achieve greater productivity
- Reduce employee turnover
- Improve morale and motivation
- Improve succession planning

Career Development Plan

Career Navigator is a professional development process to assist employees in managing their careers and development. We encourage employees to work with their managers to develop an individual guide to identify their career goals, and map out a plan for achieving those goals. Activities may include seeking on-the-job training opportunities, classroom and/or online training, self-development, and outside activities to enhance skills and experience in preparation for the next career step.

Employee Quotes Through Allied Universal Voice

"It has been a wonderful experience working at Allied Universal. They are the best security company I've worked for with excellent staff and good team leadership."

"The team at our site is great...we know what's expected of us. There is a lot of personal pride in what we do and it creates an atmosphere of going beyond our company's, client's and the public's expectations."

"I have worked extensively for three security companies over the past ten years. While the others were good, Allied Universal is a notch above. I enjoy coming to work. Thanks!"

Rewards and Recognition

Through our formal recognition programs, we strive to recognize and motivate security professionals for outstanding achievements, exceptional performance of everyday duties, and for serving as a true asset to the security team. Examples of our reward and recognition programs include:

Reward & Recognition Programs




- Hero Award & Hero of the Year Award**
- Annual Recognition Awards**
- “You’re Phenomenal” On-the-Spot Reward**
- Community Service Award**
- Length of Service/ Tenure Awards**
- Partners in Growth**

World-class, Award-winning Training

Comprehensive Training

AU Institute™ is the umbrella under which all formal training and development are provided. Allied Institute is supported by more than 50 full- and part-time certified instructors, and provides both mandatory and voluntary courses, which are offered pre-assignment, on-the-job, and as continuing education.



Training is tailored for specific roles:

- **Security Professional Training:** Security professional onboarding and development consists of five phases, with specific timeframes for completion, as well as testing guidelines to verify comprehension:

SECURITY PROFESSIONAL TRAINING			
NEW EMPLOYEE ORIENTATION 80% or higher on final exam	<ul style="list-style-type: none"> • 3- hour interactive training • Topics: onboarding, policies/procedures, safety and emergency management, legal powers and limitation. 		
ON-THE-JOB TRAINING POST CERTIFICATION Site specific, customized training tracked via online database	SAMPLE TOPICS		
	<ul style="list-style-type: none"> • Access Control • Active Shooter • Bomb Threats • CPR/First Aid/AED • Electrical Emerg. • Equipment Removal • Fire Alarm Response • ID Checks 	<ul style="list-style-type: none"> • Key Control • Mechanical Emergencies • Media Relations • Medical Emergencies • Opening/Closing Procedures • Parking & Enforcement • Parking Lot Security 	<ul style="list-style-type: none"> • Patrol Techniques • Post Responsibilities • Report Writing • Terrorism Awareness • Use of Telephones • Vehicle Assistance • Water Leaks • Weather Emergencies
CORE TRAINING 80% or higher on each exam	<ul style="list-style-type: none"> • Introduction to Contract Security • Legal Aspects of Private Security • Note Taking and Report Writing • Importance of Documentation • Patrol and Observation 	<ul style="list-style-type: none"> • Liability and Loss Prevention • Appearance and Wellness • Exceptional Customer Care • Difficult People or Situations • Introduction to Safety • First Aid, CPR and AED • Harassment • Post Orders 	<ul style="list-style-type: none"> • Workplace Violence • Emergency Management • Indicators of Terrorist Surveillance • Personal Safety • Video Surveillance • Bomb Threats • Media Management
ONGOING & REFRESHER TRAINING/QUARTERLY SITE TRAINING	SAMPLE TOPICS		
	<ul style="list-style-type: none"> • Fire Alarms • Access Control • Bomb Threats • Patrol 	<ul style="list-style-type: none"> • Medical Emergencies • Suspicious Persons/ Disturbances • Water Leaks 	<ul style="list-style-type: none"> • Customer Service • Safety • Elevator Entrapments • Power Outages
CPR/FIRST AID/AED CERTIFICATIONS	<p>Many of our full-time trainers are certified First Aid/CPR/AED instructors. Training can be completed via local office pre-assignment; certifying agency; via trainers at your site, etc. Trainees receive certificates and certification anniversary dates tracked online.</p>		

- **Supervisor Training:** Prepares supervisors for their leadership role and helps them to engage our security professionals and the daily tasks required to effectively meet your needs.

SUPERVISOR TRAINING	<ul style="list-style-type: none"> • Role of the Supervisor • Allied Universal's Training Process & Programs • Employee Relations for Supervisors 	<ul style="list-style-type: none"> • Report Writing for Supervisors • Coaching & Counseling • Progressive & Attendance Discipline
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- **Management Training:** Covers both business and security topics for shaping proficient managers with smart business sense.

MANAGEMENT TRAINING	<ul style="list-style-type: none"> • Training Programs & Processes • Employee Benefits & HR Procedures • Selecting Talent & Talent Management • Security Management Essentials • Payroll & Invoicing Best Practices 	<ul style="list-style-type: none"> • Recruiting & Retention • Client Relationship Management • Employee Relations, Coaching/Counseling & EEO • Progressive & Attendance Discipline
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Methods of Training

We offer a variety of training delivery options to ensure your security team has access to the information they need, when and how they need it.

Training Methods	
<p>eLearning - Allied Universal EDGE® Employees can complete training on almost any device, at a time and place convenient for them. Allied Universal EDGE® [Educate, Develop, Grow and Engage] is our proprietary online learning/ development system.</p> <p>1,500+ assets (courses, videos, webinars, VILTs) 8,800,000+ courses completed since 2009</p>	
<p>Instructor-led Hands-on instruction in the classroom and group settings; questions can be addressed and testing conducted.</p>	<p>On-the-Job-Training Site-specific training at your location; customized, online checklist is maintained to help ensure compliance.</p>
<p>Virtual Instructor-led Training (vILT) Training in a virtual environment when the instructor and learner are in separate locations.</p>	<p>Scenario-based Learning Training on real life situations which teaches how to react and make decisions when certain scenarios arise.</p>

Uniforms and Appearance

A well-groomed, neatly uniformed security professional projects authority and commands respect. As your citizens' first point of contact, the security specialist serves as City of Greenville, GK Butterfield Transportation Center's brand ambassador—a direct reflection of your company's image and values. To ensure our security professionals present the presence your program requires, we meticulously hire, coach, and inspect them to ensure they meet and exceed the highest industry standards.

Military Uniforms (Traditional)

When your security program demands high visibility combined with an authoritative presence, the traditional military-style uniform is ideal.

The Allied Universal® security professional will always look professional and positively represent your brand. Uniform components include:

- Shirts in blue, white, tan or gray
- Shoulder epaulets
- Two pleated chest pockets with three-point flaps
- Permanent military creases
- Reinforced sewn-in badge tab
- Pleated pockets with pen slot
- Three-point scalloped flaps
- Flat-front uniform pants in black, navy, or heather gray



Our Service Delivery Model

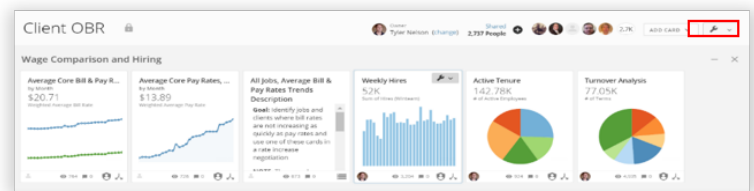
Our client focused service delivery model will help to ensure your evolving needs are met through our innovative approach to security and dedication to client satisfaction.

You will have peace of mind knowing that Allied Universal® implements a formal four-step process, DX4 (Discover, Develop, Deliver, Document), to understand and meet your needs, and bring continuous improvement to your security program. And, we will meet with you regularly to review progress and make value visible.



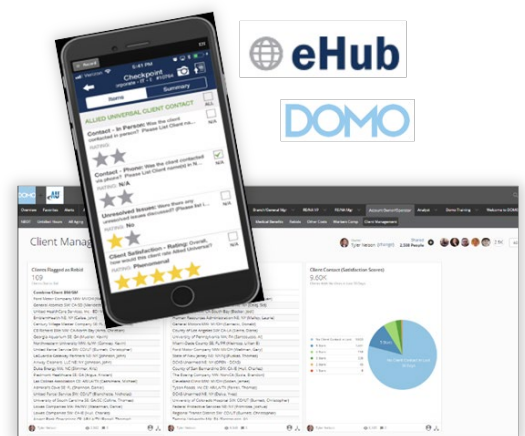
During the **DISCOVER** stage, we will learn what matters most to you. Your current concerns, existing priorities and future expectations will be fully uncovered and understood.

We will then **DEVELOP** a customized plan tailored to meet your needs and priorities. This plan is documented and includes performance standards so results can be monitored and tracked.



Our ultimate goal is to continually **DELIVER** what is important to you, visibly and measurably. We conduct formal Operations Business Reviews (OBRs) to review accomplishments, create benchmarks for future reviews and establish measurable goals. These client OBRs are an essential part of the Allied Universal® Service Model.

We will review your security program with you on a regular basis to ensure it is successful and meeting your expectations. We **DOCUMENT** each client contact, and track and trend all initiatives as well as any incidents that may occur in an effort to drive operational excellence.



We believe in partnering with our clients and because of that, we will be immersed in your culture and as dedicated to your security program as you are. When you partner with Allied Universal®, value to the City of Greenville, GK Butterfield Transportation Center security program will be made visible through accountability, transparency, measurement, responsiveness and engaged management and staff.

Comprehensive Quality Assurance Program









Comprehensive Performance Measurements

The ultimate goal of our partnership is building great value for your organization by providing superior customer service to the people who patronize your business. To achieve this, we measure our performance on multiple levels, including management effort toward fulfillment of contract terms and goals, recruiting and retaining top-quality employees, recognizing and rewarding successes, and maintaining a focused effort of continuous service improvement.

Customer Action Plan

We use a formal Customer Action Plan for any and all issues that could arise at your account, which documents your concerns and assigns a due date and responsible party to correct the situation. Once the issue is properly handled, we ask that you sign the Customer Action Plan Form to acknowledge that those concerns were addressed successfully.

PERFORMANCE MEASUREMENTS

-  **Weekly Service Hours** (OT/Billed OT & Hours)
-  **Goals & Improvement Processes**
-  **Incidents**
-  **Customer Satisfaction** (Survey Results)
-  **Training & Performance Evaluations**
-  **Employee Retention & Tenure**
-  **Accomplishments & Best Practices**
-  **Trends**



Representation and Warranty.

“The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the City, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts.”

Our Strength, Capabilities and Expertise

For more than 60 years, Allied Universal® has been keeping people safe, protecting our clients' brands, and providing peace of mind through our dedication to quality leadership, industry expertise, and our commitment to building unparalleled employee and client relationships. As a leading provider of security and facility services in North America, with more than 300,000 employees protecting over 50,000 client sites, Allied Universal® is There for you®.

We take a personalized, integrated approach to your needs, becoming fully immersed in your culture, mission, and values, to provide proactive security services and cutting-edge smart technology tailored to your unique requirements. The result is top-notch security solutions that give you the freedom to create, produce and innovate with your core business.

Our world-class customer service and track record of success starts with our local leadership, equipped with the know-how to serve you with service-oriented professionalism supported by the most advanced systems and integrated technology in the industry. As your trusted security partner, Allied Universal® stands ready to secure and care for the people and businesses in our communities. City of Greenville, GK Butterfield Transportation Center can come to us with any safety and security need including:

Physical Security		Professional Services	
		RISK ADVISORY & CONSULTING SERVICES Security Risk Mgmt. Consulting Threat & Violence Risk Mgmt. Off-Duty Officers (ODOs) Executive Protection Security Risk Investigations Asset Protection & Disaster Response Corp. Security as a Service (CSaaS) Fire & Life Safety Services Security Operations Center (SOC) Specialized Services	EXECUTIVE PROTECTION & INTELLIGENCE SERVICES Executive Protection Protective Intelligence Mail Screening Secure Travel Services Technical Surveillance Counter-Measures (TSCM) Residential Security Protection Intelligence Operation Centers (PIOCs)
SECURITY SERVICES Armed/Unarmed/Cleared Security Professionals Vehicle Patrol Visitor Management/Concierge K-9 Security Services Joint Security Programs Vertical Market Expertise	TECHNOLOGY SERVICES Access Control Video Surveillance Autonomous Robots & Drones Fire & Intrusion Alarm Monitoring GSOC Services Monitoring & Response Center (MaRC) Hosted & Managed Access Control	EVENT SERVICES Crowd/Audience Mgmt. Screening Access Control Ushers/Ticket Takers ID Checkers Alcohol Control Security Management/ Consulting VIP/Talent Escort Red Carpet Staff	SECURITY/SAFETY TRAINING Fire Life Safety Training Floor Warden/Fire Drill Assistance Emergency Preparedness Specialized Industry Training Plus much more JANITORIAL SERVICES Green Cleaning Janitorial Software Solutions
International Security Services			

Unmatched service, systems, and solutions

At Allied Universal®, we partner with you, leveraging our highly trained security professionals supported by industry-leading technology and systems to provide comprehensive, customized security solutions that not only help protect against threats, but enable organizations to make better, more informed decisions about their security operations.

Local Touch. Local Commitment. Local Relationships.

Allied Universal® Office Locations

We foster strong relationships that allow us to be our clients' first line of defense, predict threats in real time, and plan for the unplanned. The result is more secure businesses and the comfort of knowing that those businesses, assets, and lives are safe.



Diversity and Inclusion

Allied Universal® is committed to creating an environment that allows every unique individual the opportunity to contribute to a team and Be Phenomenal®. By focusing on our TEAM values, we will foster a caring workplace that is diverse and inclusive, which reflects in our communities and customers we serve.

Allied Universal® also provides a range of diversity and inclusion, as well as employee relations training programs. These programs are designed to help facilitate positive intergroup interaction, and generally teach employees what diversity and positive employee relations looks like in the workplace and how to incorporate it into their thinking, decision-making, and day-to-day interactions with co-workers, customers, partners and the public.

DIVERSITY & EMPLOYEE RELATIONS TRAINING

 <p>Cultural Diversity</p>	 <p>Employee Relations</p>	 <p>Lawful Hiring, Assignment & Promotion Practices</p>
 <p>Gender Sensitivity</p>	 <p>Preventing Discrimination & Harassment</p>	 <p>Ethics & Conduct</p>

Additionally, we will continue expanding our partnership with diverse local vendors and suppliers in the communities we serve. Supporting and uplifting the multiple diverse voices here at Allied Universal® is not only a good business practice, but it's the meaning of Caring, which is one of our Core Values.

Knowledgeable and Experienced Management

Proactive Local Management

Allied Universal® local managers are empowered decision makers who understand the unique needs of your business and set high standards for service—standards that are maintained through effective supervision and continuous performance monitoring.



Quality Inspections

To help ensure we are meeting our contracted obligations to you, and that security professionals are consistently meeting your expectations, we perform routine and random security service inspections at client sites. Our inspections:

- Offer management the opportunity to provide hands-on training, mentoring, and supervisory support to security professionals, providing hands-on training, mentoring and supervisory support.
- Allow security professionals to demonstrate proficiency at their duties under close, expert observation.
- Provide positive reinforcement, solicit feedback, and promote communication among supervisors and field personnel.
- Identify areas of improvement or recommend service-enhancing post orders changes.
- Show our security professionals that we care about their professional development and gives them the opportunity to provide us with direct feedback to ensure we are meeting their needs.

Post Orders and Standard Operations Procedures Manuals represent the essential playbook that guides the daily activities of the account security team. Our local managers create, implement and update these manuals in collaboration with our clients, while our security professionals refer to them consistently. For your transit authority, post orders will include all current service data and requirements, as well as other information we strictly follow. Security professionals are trained on Site Specific Post Orders and the Security Operations Manual during on-the-job training, re-training, daily inspections, and roll calls. This training can be conducted by Field Trainers, Shift/Site Supervisors, Field Supervisors and/or Account Management/Branch personnel.

Our security professionals are trained in accurate, detailed, and clear report writing to ensure emergency incidents at your site are thoroughly documented, including for cases that might involve law enforcement or insurance company investigations. A regular review of incident reports can also identify security trends that may indicate a need for adjustments to your institution's program.

Each security professional will provide a report for any circumstances that require explanation, such as assistance of emergency units or notification of civil authority, as well as accidents, personal injuries, and criminal activity. A file of incident reports is maintained on-site along with a summary report, if necessary.

Key Company Team Members



Region President

DelMar W. Laury

With the Allied Universal since 1986

In the Industry since 1986

Past Positions

Managing Partner, AlliedBarton, Charlotte, NC, 2001-2006
 Senior Branch Manager, AlliedBarton, Pittsburgh, PA, 1995-2001
 Branch Manager, AlliedBarton, New York, NY, 1988-1995
 Manager Trainee, AlliedBarton, East Orange, NJ, 1986-1988

Experience

Responsible for the overall growth, service and management of more than 8,000 personnel, including Vice Presidents, Branch Managers, Account Managers, Supervisors, Security Professionals and support staff

Responsible for the overall growth and management of Company Police operations in North Carolina

Experience in managing startups, corporate city, large operations and government contracts

Consistent record of meeting financial and customer service goals



NC Regional Vice President

Scott Siano

With Allied Universal since 1995

In the Industry since 1995

Past Positions

Regional Vice President for Allied Universal in North Carolina – August 2012 to Present

Regional Manager for Security Forces, Inc. – January 2007 to June 2012

Regional Operations Manager for Security Forces Inc. – January 2004 to January 2007

District Manager for Security Forces, Inc. – January 2000 to January 2004

SO then Account Manager for SFI @ Alcatel Network Systems in Raleigh, NC – 1996 to 2000

Experience

Officer of the Company responsible for 155,000 billable hours per week

USMC Veteran of Desert Storm, 1989-1992 Active Duty, 1993/1994 USMC Reserves

PPSB Qualifying Agent representing AUSS in the State of North Carolina

Overseeing a Team consisting of more than 5,000 Officers and 50 Management Staff

Responsible for Contracts, Budgets and Profitability for the State



Security Emergency Response Team Coordinator for the Southeast **Branch Manager – Winston Salem, NC**

Jerry Cassidy

With the Allied Universal since 1997

In the Industry since 1987

Current Position

- General Manager –September 2017-September 2020 – Winston Salem, NC
- General Manager –September 2020-Present – Raleigh, NC

Past Positions

- Director of Operations –September 2012- – Raleigh, NC
- District Manager - July 2004–September 2012 – St. Louis, MO
- Sr. Portfolio Manager Fleet Bank - August 2003–Jul 2004
- District Manager – Bridgeport CT - January 1999-August 2003
- Security Director – New London CT - June 1998-January 1999
- Alliance Corp Asset Corporation – Owner January 1992-June 1998
- US Army Military Police Corps - November 1983-August 1991

Experience

- Military Police
- Military Police Investigator/Supervisor
- Military Investigator/Drug Suppression
- Accomplished Manager with 25 years’ experience including Military, Private Sector and Operations Management with a proven track record of customer satisfaction, and project management
- Manage all operational, financial and administrative functions for assigned districts
- Dedicated to meeting the expectations and requirements of customers

Industry Associations

- BOMA Building Owners Management Association
- ASIS International

Education

- | | | |
|-------------|--------------------------------|----------------|
| • 1990-1991 | Central Texas College | Taegu, Korea |
| • 1987 | Military Police Corrections | Fort McClellan |
| • 1987 | Primary Leadership Development | Fort Carson |
| • 1985 | Military Police Investigations | Fort McClellan |
| • 1983-1984 | Military Police School | Fort McClellan |
| • 1982-1983 | University of Wisconsin | Eau Claire, WI |
| • 1981-1982 | Mankato State College | Mankato, MN |

References

Our clients can best speak to our commitment to quality security services and our reputation for building long-term relationships. We invite you to contact them for feedback on their experience with us.

Kevin Kyzer
Risk and Facilities Manager
Greenville Utilities
Greenville Utilities Commission
801 Mumford Rd
Greenville, NC 27835
keyzerkm@guc.com
252-551-1491



Mr. Chris Sutton
Emergency & Event Management
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609 E 10th St
Greenville, NC 27858-3412
252-737-7433
Suttonc@ECU.edu



Donna Preston
Finance Clerk
Pitt County Courthouse
P.O. Box 528
Greenville, NC 27835 USA
(252) 717-4312
djpreston@pittcountync.gov

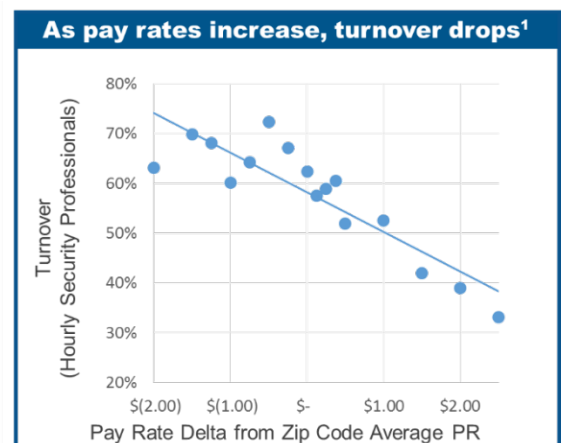


Pricing

Year 1 HOURS PER WEEK	WAGE	BILL RATE	HOLIDAY/ OT RATE	WEEKLY COST
45	\$16.00	\$24.73	\$37.10	1,112.85
Year 2 HOURS PER WEEK	WAGE	BILL RATE	HOLIDAY/ OT RATE	WEEKLY COST
45	\$17.00	\$26.29	\$39.44	1,183.05
Year 3 HOURS PER WEEK	WAGE	BILL RATE	HOLIDAY/ OT RATE	WEEKLY COST
45	\$18.00	\$27.84	\$41.76	1,447.68

Wages

In today's labor market, the wage of the security professional is a significant variable in the quality of your program. It is essential that the right wage is offered in order to ensure a safe and secure environment, build stakeholder confidence and protect City of Greenville, GK Butterfield Transportation Center's brand.



Medical Insurance

Allied Universal® offers medical plans to all benefit-eligible employees through payroll deduction and/or client contribution.

Benefits will be offered pursuant to our eligibility requirements/policy. Detailed information regarding coverage and premium costs is available. The estimates provided in this proposal are based upon proposed and evolving regulations, plan structure and estimated participation.

Life Insurance

Allied Universal® offers Basic Life insurance in the amount of \$10,000 to benefit-eligible employees at no charge. Additional supplemental life insurance and AD&D is available to employees at competitive rates.

401(k) Retirement Plan

Allied Universal® employees are eligible to enroll in our 401(k) retirement savings program anytime following six months of employment.

Proposed Holidays

Allied Universal® recognizes the following holidays:

- New Year's Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

All employees who work on a designated holiday will receive 1.5 times their wage rate for hours worked. Allied Universal® will invoice 1.5 times the hourly billing rate for hours worked on the designated holidays. Holiday billing may or may not be included in our annual budget estimate or standard billing rates.

Vacation

Regular full-time hourly employees (security professionals) will generally be eligible for paid vacation time based on their length of service (must average 35 hours per week to qualify). The standard vacation plan is accrued on a calendar year basis after reaching the first anniversary. Upon reaching the first anniversary, security professionals begin to accrue time and will be eligible for a pro-rated amount of vacation from their first anniversary date through the end of that calendar year. The following January, employees will be eligible for their full tier amount from 1/1 - 12/31. Tier Schedule: Paid vacation after one year of service (pro-rated); two weeks after three years and three weeks after eight years.

Overtime

Overtime of 1.5 times the hourly billing rate is only billed in the following circumstances and not for scheduling issues or vacation coverage.

Specific Requests

With requests for a specific individual to work more than their 40 hours for a special reason, regardless of the notice provided, only the overtime impact for that individual will be billed. Example: "We need Security Professional Smith to stay two extra hours at the end of his shift to help with a special project." Only the additional two hours will be billed at the overtime rate if it will put him over 40 hours.

Additional Requests for Security Professionals

Requests for coverage in excess of the agreed-upon amount of total security professionals' base hours on site may be billed as overtime until coverage is incorporated into the permanent base hours. We will work to meet needs for additional security professionals through the local offices.

Billing Frequency and Payment Terms

Allied Universal® will invoice City of Greenville, GK Butterfield Transportation Center on a weekly basis for all scheduled services for the preceding monthly period (starting on Friday and ending the following Thursday) based upon the rates listed above. All invoices are due net 30 days.

D. Federal Certification

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, Allied Universal Security Service, 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
Stevan Baker	Name and Title of Contractor's Authorized Official
8-17-2022	Date

E. Exhibits

Contract Draft attached as a separate document. Any contract we sign must contain a mutual 30 day out termination clause.



City of Greenville, North Carolina

Meeting Date: 02/06/2023

Title of Item: Approval to purchase replacement vehicle and equipment for the Public Works Department

Explanation: The Public Works Department is requesting approval to purchase the following two (2) items at a cost of \$804,042 as they have met the replacement criteria set by the City's replacement program. These items will be purchased through the following contracts:

NC Sheriff's Association: Contract #23-07-0421

(1) 2022 Labrie Automizer 31 Yard Refuse Truck (side loader) - Replacing #8328

(1) 2022 Labrie Automizer 31 Yard Refuse Truck (side loader) - Replacing #8329

Fiscal Note: Funding for these purchases will come from the Vehicle Replacement Fund (VRF).

Recommendation: City Council approve the purchase of the two (2) vehicles/equipment as listed using the Vehicle Replacement Fund.

ATTACHMENTS

- 📄 [City of Greenville- Mack Automizer Quote.pdf](#)
- 📄 [City of Greenville NC- Automizer Quote U005767 \(003\).pdf](#)
- 📄 [COG - LETTER OF INTENT - DOUG BOICE - JOE JOHNSON EQUIPMENT, LLC.pdf](#)



**Joe Johnson
Equipment**

Subsidiary of Federal Signal Corporation

January 11, 2023

City of Greenville

Attention: Larry Davis

Re: Labrie Automizer Right Hand

We would like to take this opportunity to thank you for your interest in Joe Johnson Equipment (JJE) and Labrie's industry-leading line of innovative refuse equipment.

JJE is pleased to present the following quotation to provide one (1) Labrie Automizer 31 CY mounted on a Mack Chassis per NCSA Contract # 23-07-0421.

We appreciate the opportunity to assist with this equipment requirement and ask that you not hesitate to contact us should additional information be required.

Respectfully Submitted,

Doug Boice
Regional Sales Manager
Joe Johnson Equipment
Cell: (980)239-8055
dboice@jjeusa.com



Joe Johnson Equipment

Subsidiary of Federal Signal Corporation

QUOTATION

To supply and deliver one (1) Labrie Automizer 31 CY mounted on a Mack Chassis equipped as described below:

Configurative features:

BCPH0100 Crusher Panel
AGRA0110 Heavy Duty Arm & Grabber "32 to 95 gal."

Lifting arm option:

AGCD0110 Grabber counting device: counts number of carts dumped
AGSS0100 Spill shield: installed behind grabber (Not compatible with AGRA0140 and AGRA0170)

Control options:

AAJC0110 Arm joystick controls in-cab: Dual joystick (Conventional and cab-over)

Hydraulic options:

HPTO0140 Hot Shift PTO with pump and mounted on crossmember

Electrical options:

EBCV0100 Body control valve: electric-over-hydraulic

Lighting options:

LBLR0125 Back up lights: Qty 2 additional on mid-body rubrails - LED type
LBLT0105 Back up lights: Qty 2 additional on tailgate position 2/3 - 4" LED type
AUL-0001 LH-side hopper (1)
LAFF0150 Lights: amber- alternating- flashing 4" LED in front-of-body - Qty 2 (located in bulkhead except for CNG Behind Cab where it's a on a raised structure)
LAFL0100 Light Amber Alternating- flashing 4" LED in upper tailgate

AUL-0003 RH-side post (3)
LWLK0125 Work light kit: dual- in-cab single manual switch - LED type

Camera options:

AU-0004 Hopper LH-side (4)
AU-0015 Mirror LH Side (15)
AU-0001 Tailgate center 2/3 (1)
CCCC0129 Triple Zone Defense cameras, no shutter, monitor must be selected separately
CCCM0121 Zone defense 7" color LCD monitor

Body options:

BSFL0110 Body floor liner at front-of-body: 0.160" Hardox 450 steel - 48" long
BSWL0135 Body Side Wall liners: 1/8" x 18" x 24" Hardox 450
BCOT0100 Clean out tools (broom- hoe & shovel kit including brackets; installed at front-of-body)
BESK0100 Environmental spill kit installed on body
BFEX0110 Fire Extinguisher- 20 lbs (standard position: body curbside unless specified otherwise by regulation)
BHWS0100 Hopper floor liner: 0.250" Hardox 450 steel
BASB0100 Anti Sail Bars on rear mud flaps

Paint options:

PCBP0110 Body: 1 Color Urethane Body Paint Included in unit base price. Includes bolt-on parts painted body color
PSSS0110 CAUTION THIS VEHICLE STOPS AND BACKS FREQUENTLY- 74.5in x 23.5in (black on yellow background)

Non standard options:

2020-7683 Electrical- Ignition relay mounted on the battery box facing back
Chassis- DEF Tank and Fuel Tank- Move DEF tank and fuel tank from RH side to LH Side (done externally)



Subsidiary of Federal Signal Corporation

704-289-6488



jjei.com



info@jjei.com



4519 Old Charlotte Hwy. Monroe NC 28110



Purchase Price \$399,292.00

Terms & Conditions

Strictly Subject to Availability and Prior Sale

Subject to revision based on events beyond our control due to wildly fluctuating material prices

Pricing in USD, taxes and fees to be paid at time of tag & title if applicable

Price Includes PDI, delivery and training

FOB: Monroe, NC

Payment Terms: Due upon receipt

Purchase order required

Delivery: To be confirmed at time of order

Quotation valid for 7 days

Stock number: U005862



Subsidiary of Federal Signal Corporation

704-289-6488



jjei.com



info@jjei.com



4519 Old Charlotte Hwy. Monroe NC 28110



January 11, 2023

City of Greenville, NC

Attention: Larry Davis

RE: Labrie Automizer

Dear Larry,

We would like to take this opportunity to thank you for your interest in both Joe Johnson Equipment (JJE) and in Labrie Environmental Group's industry-leading line of innovative refuse collection equipment.

JJE is pleased to present the following quotation to provide one (1) new Labrie Automizer side loading body, mounted on an Autocar Chassis per NCSA contract # 23-07-0421.

We appreciate the opportunity to assist with this equipment requirement and ask that you not hesitate to contact us should you require additional information.

Respectfully Submitted,

Doug Boice
Regional Sales Manager
Joe Johnson Equipment
Cell: (980)239-8055
dboice@jjeusa.com



Subsidiary of Federal Signal Corporation

704-289-6488



jjei.com



info@jjei.com



4519 Old Charlotte Hwy. Monroe NC 28110



Quotation

To provide one (1) new Labrie Automizer side loading body, mounted on an Autocar chassis, standard equipped as described below:

STANDARD FEATURES:

- Arm lifting capacity (maximum reach): 1000 lbs
- Electro-proportional joystick with feathering capability
- Hardox 450 body floor
- Onboard diagnostic tool with LCD display
- Tapered body
- Auto-Pack and gripper auto-close override
- Multi-cycle for packing ram (2 to 3 strokes)
- Circuit breakers with manual reset
- Zinc-plated hydraulic tubing
- ANSI Z245.1-2012 compliant
- Body blasted with steel grit
- Marine rust inhibitor treatment on body
- Warranty on Body & Hydraulics: 1 Year
- 5 lbs fire extinguisher- first aid kit & triangle kit

ADDITIONAL FEATURES:

- AUTOMIZER RIGHT-HAND Capacity: 31 (27+4) c.y.
- Crusher Panel
- Heavy Duty Arm & Grabber "32 to 95 gal."
- Grabber Counting device
- Spill shield: installed behind grabber
- Arm Joystick controls in-cab
- Hot-Shift PTO with pump mounted on crossmember
- Body control valve: electric over hydraulic
- Backup Lights: QTY 2 additional on mid-body rubrails- LED type
- Backup Lights: QTY 2 additional on tailgate position 2/3-4" LED Type
- LH Hopper Side
- Lights: Amber Alternating- flashing 4" LED front of body
- Lights: Amber alternating flashing 4" LED in upper tailgate
- RH Side Post
- Work light kit: single, in-cab single manual switch - LED type
- LH Side Hopper Camera



Subsidiary of Federal Signal Corporation

704-289-6488



jjei.com



info@jjei.com



4519 Old Charlotte Hwy. Monroe NC 28110



- Mirroe LH Side Camera
- Tailgate Center 2/3 Camera
- Triple Zone Defense cameras (no shutter)
- Zone Defense 7" color LCD monitor
- Anti-Sail bars on rear mudflaps
- Body Floor liner at front of body
- Body side wall liners
- Clean out tools
- Environmental spill kit installed on body
- 20lb Fire extinguisher
- Hopper floor liner: .250" Hardox 450 Steel
- Body: 1 Color Urethane Body Paint Included in unit base price. Includes bolt-on parts painted body color
- Caution this vehicle stops frequently sign
- Electrical: ignition relay mounted on the battery box facing back

Purchase Price..... \$404,750.00

Terms & Conditions

Strictly Subject to Availability and Prior Sale

Subject to revision based on events beyond our control due to wildly fluctuating material prices

Pricing in USD, taxes and fees to be paid at time of tag & title if applicable

Price Includes PDI, delivery and training

FOB: Greenville, NC

Payment Terms: Due upon receipt

Purchase order required

Delivery: To be confirmed at time of order

Quotation valid for 7 days

U005767

PUBLIC WORKS

Letter of Intent

Date: 1/11/23

To: Doug Boice

Company: Joe Johnson Equipment, LLC

Re: Purchase of (2) Labrie Automizers

To Whom it May Concern:

The City of Greenville intends to award purchase of the following:

- One new Labrie Automizer 31 yd refuse truck mounted on a new Mack chassis. Stock number U005862 . In the amount of \$399,292.00 to be paid upon delivery.
- One new Labrie Automizer 31 yd refuse truck mounted on a new Autocar chassis. Stock number U005767. In the amount of \$404,750.00 to be paid upon delivery.

City of Greenville Public Works staff will take a request to the Greenville City Council on February 6, 2023 for the purchase of these two vehicles. Council must formally approve this purchase before the City can have the authority to obligate funding for this use. Therefore, this purchase is conditional upon final approval by majority vote of the City Council on February 6, 2023. This letter does not imply or guarantee the future vote of the Greenville City Council.

Signed,



Kevin Mulligan

City of Greenville

Public Works Director



City of Greenville, North Carolina

Meeting Date: 02/06/2023

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:

Refund Payee	Adjustment Refunds	Amounts
Queen, Virginia Patricia	Registered Motor Vehicle	449.11
Daniels, Franklin Roosevelt	Registered Motor Vehicle	390.79
Beeker, Robert Thompson	Registered Motor Vehicle	303.80
Hamed, Ahmed Said Ismail	Registered Motor Vehicle	302.28
Cherry, Sylvester	Registered Motor Vehicle	290.21
Saint Gabriel Catholic Parish of Greenville	Registered Motor Vehicle	287.61
Desoto, William Brian	Registered Motor Vehicle	283.02
Garris, Johnnie Carroll	Registered Motor Vehicle	250.63
Teel, Joseph Ophir, Jr	Registered Motor Vehicle	214.34
McConnell, Lorena Mae	Registered Motor Vehicle	208.87
Clark, Jacquelyn Guthrie	Registered Motor Vehicle	198.00
Franco, Carlos Mario	Registered Motor Vehicle	193.94
Glass, Charles Ray	Registered Motor Vehicle	177.77
Phillips, Phil Edward	Registered Motor Vehicle	168.11
Haddock, Cullen Glenn	Registered Motor Vehicle	161.76
Wallace, Regina Barnhill	Registered Motor Vehicle	155.99
Little, Donald Terrell	Registered Motor Vehicle	155.54
Johnson, Jeanette Powell	Registered Motor Vehicle	155.21
Reagin, Sandra C.	Registered Motor Vehicle	137.69
Whitfield, Mary Bunting	Registered Motor Vehicle	135.41
Tyndall, Steven Joseph	Registered Motor Vehicle	130.62

Keough, Jeffrey	Registered Motor Vehicle	122.75
James & James Farms, Inc.	Registered Motor Vehicle	113.43
Covenant United Methodist Church	Registered Motor Vehicle	112.04
Little, Donald Terrell	Registered Motor Vehicle	105.75
Brown, Dorothy Anne	Real Estate Taxes	475.75
Vines, Vernon M.	Real Estate Taxes	335.07
Hopkins, Sherlyn J.	Real Estate Taxes	332.92
Edwards, Thomas	Real Estate Taxes	296.00
Hopkins, Kimberly Simms	Real Estate Taxes	138.51

Fiscal Note: The total refunded is \$6,782.92

Recommendation: Approval of taxes refunded by City Council



City of Greenville,
North Carolina

Meeting Date: 02/06/2023

Title of Item: Annual Board & Commission Presentations - Affordable Housing Loan Committee, Board of Adjustment, Environmental Advisory Commission

Explanation: Boards and commissions are annually scheduled to make brief presentations to the City Council. The following boards are scheduled to make presentations to the City Council in February 2023:

1. Affordable Housing Loan Committee
2. Board of Adjustment
3. Environmental Advisory Commission

Fiscal Note: No direct fiscal impact.

Recommendation: Hear the presentations from the Affordable Housing Loan Committee, Board of Adjustment, and the Environmental Advisory Commission.



City of Greenville, North Carolina

Meeting Date: 02/06/2023

Title of Item: Indemnification Agreement and Insurance Coverage With Starship Technologies

Explanation: East Carolina University Dining Services has entered a partnership with Starship Technologies Inc. ("Company" or "Starship") and Grubhub to have food delivered by personal delivery devices ("PDD(s)", "robots") from main campus dining locations.

The Company's fleet of robots will deliver food from select campus eateries through the Grubhub app anywhere on main campus, including College Hill Drive.

NC law allows personal delivery devices to operate within City limits including public streets. The Company's geographic boundary plan provides that robots cross at the pedestrian signal (pushbutton) at the intersection of E. 10th Street and Ormond Way to make food deliveries to ECU dormitories on College Hill Drive. The Company offers to indemnify City from claims arising out of the operation of the robots on City streets and sidewalks, and to name the City as an additional insured on its liability policy.

ECU would be the second college campus in North Carolina to allow PDDs to make deliveries on campus. Starship is currently operating in Greensboro (NC A&T University).


The City has discretionary authority to adopt an ordinance prohibiting the operation of personal delivery devices on public streets for the purpose of assuring the safety of persons using the streets within the City's jurisdiction. See GS § 20-175.17.

Fiscal Note: Nominal amount. City offers to pay a nominal amount (up to \$10), as a form of consideration to enter an indemnification agreement with the above Company.

Recommendation: Authorize City Manager to enter an indemnification agreement with Starship, and list City as an additional insured on Starship's liability policy.

In addition, allow City Manager or City Attorney to make revisions to the attached indemnification agreement.

ATTACHMENTS

-  **Starship Technologies Indemnification Agreement.pdf**
-  **Certificate of Insurance City of Greenville Starship Techno 22 Liability.pdf**

**INDEMNITY AGREEMENT BETWEEN STARSHIP
TECHNOLOGIES, INC. AND THE CITY OF GREENVILLE,
NC**

THIS INDEMNITY AGREEMENT (this “*Agreement*”) is entered into as of the date of last signature below (the “*Effective Date*”) between **STARSHIP TECHNOLOGIES, INC.**, a Delaware corporation duly authorized to conduct business in the State of North Carolina, (the “*Company*”) located at 535 Mission Street, 17th Floor, San Francisco, CA 94015 and the City of Greenville, NC, a municipal corporation organized and existing under the laws of the State of North Carolina, (the “*City*”) located at 200 W. Fifth Street, Greenville, NC 27858.

1. The Company shall submit proof that it has obtained commercial general liability insurance, with limits of not less than \$5,000,000 per occurrence, for bodily injury, and property damage. The limits set forth in this Section may be achieved by a combination of a general liability policy and an umbrella policy.
2. The insurance policy shall:
 - (a) Be issued by an insurer authorized to insure in North Carolina; and
 - (b) Name the City as additional insured on a primary, noncontributory basis for any liability covered by the policy and arising from the applicant’s operations.

The Company shall maintain the insurance required under this Agreement in full force and effect for the duration of operations and shall automatically submit an updated and unexpired Certificate of Insurance naming the City as an additional insured upon each expiration date of the required coverages included on the Certificate of Insurance.

3. The Company for a sum of \$10.00 paid for by the City and other valuable consideration, agrees to indemnify, defend, and hold harmless the City, its officers, employees, agents, directors, successors, attorneys and/or representatives against any and all claims, losses, liabilities, damages, deficiencies, judgments, settlements, interest, awards, fines, causes of action, penalties, taxes, assessments, charges, punitive damages, expenses, and other costs (“*Action*”) (including, without limitation, the City’s own attorneys’ and paralegals’ fees; expert fees; and other litigation expenses), suffered or incurred by the City arising out of or in connection with the Company’s operation of its personal delivery device(s) (PDD(s)), including but not limited to willful misconduct, negligence and/or omissions of the Company or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In addition, the Company agrees to indemnify, defend, and hold harmless the City, its agents, employees, officers, directors, attorneys, successors, and permitted assigns against any breach, violation, or failure to perform any portion of this Agreement, federal or state statutes, rules or regulations, or common law that is attributable in whole or, to the extent reasonable, in part to Company’s actions or the actions of any person whom Company may supervise or control, in any civil, criminal, administrative, arbitration, mediation, or other proceeding.

“*Action*” and “*claim*” are synonymous and mean: any and all claims, losses, liabilities, damages, deficiencies, judgments, settlements, interest, awards, fines, causes of action, penalties, taxes, assessments, charges, punitive damages, expenses, and other costs.

4. In addition to the duty to indemnify, Company specifically acknowledges and agrees that it has an immediate and independent obligation—regardless of whether the parties have paid any sums or incurred

any detriment arising out of or relating, directly or indirectly, to any claims (“Action”)—to defend the City from any claim which actually or potentially falls within this Agreement, even if the allegations are or may be groundless, false, or fraudulent, which obligation arises at the time such claim is tendered to Company by the City and continues at all times thereafter. Company’s duty to defend includes claims for which the City may be liable without fault or may be strictly liable. It is the express intention of the parties that the City will be entitled to obtain summary adjudication regarding Company’s duty to defend it at any stage of any claim within the scope of this provision, and that the City will be entitled to recovery of legal fees in pursuing summary adjudication if successful.

5. The City shall promptly notify the Company in writing of any Action for which the City believes it is entitled to indemnification or defense. The City shall cooperate with the Company in all reasonable respects to assist the Company in the indemnity or defense of any Action. The Company shall take control of the defense and shall engage counsel, at its sole expense, reasonably acceptable to the City. The City may participate in and observe the proceedings at its own cost and expense with counsel of its choice. The foregoing indemnity and defense obligations shall exclude any Action if, and to the extent, that the same arises out of the willful misconduct of the City. This provision shall survive the termination of this Agreement.

6. It is understood and agreed by the parties that the City will assume no liability for damages, injury, or other loss to the Company, its employees, agents, or subcontractors, and Company’s property, tools or equipment, or to other persons or properties resulting from the Company’s activities and operations. The Company shall assume full and complete liability for any and all damages to public or private properties caused by or from its activities, operations, and that of its employees, agents, and officers.

7. This Agreement shall remain in full force and effect for the duration of the Company’s operations in the City’s jurisdiction, and shall only be terminated with the written consent of both parties to the Agreement.

8. If any provision of this Agreement is found by proper authority to be unenforceable or invalid, such unenforceability or invalidity will not render this Agreement unenforceable or invalid as a whole and, in such event, such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

9. All notices or reports permitted or required under this Agreement will be in writing and will be delivered by personal delivery, electronic mail, or by certified or registered mail, return receipt requested, and will be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Notices will be sent to the addresses set forth at the beginning of this Agreement (see top of first page) or such other address as either party may specify in writing. Notices to the City shall be addressed to the City Manager, City of Greenville, and Notices to the Company shall be addressed to _____.

10. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes all prior discussions between the parties with respect to such matters. No modification of or amendment to this Agreement will be effective unless in writing and signed by each party. This Agreement may be executed in counterparts, including facsimile, PDF or other electronic copies thereof, and each such counterpart will be deemed an original and will constitute one and the same document.

11. 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.

12. This Agreement is intended for the benefit of the parties to the Agreement and not any other person.

13. The Company is to procure all permits, licenses, and certificates, as required by any such laws, ordinances, rules and regulations, for proper execution and completion of the all duties and obligations under this Agreement, and shall comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations pertaining to its operations.

14. Nothing contained in this Agreement shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, legislative, or governmental powers, or other powers, functions or defenses including defense of governmental immunity.

15. 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.

16. There shall be no assignment, subletting or transfer of the City's interest covered by the Agreement without the written consent of the City. Unless the City agrees otherwise in writing, the Company and all assignees shall be subject to all of the City's defenses and shall be liable for all of the Company's duties that arise out of this Agreement and all of the City's claims that arise out of this Agreement. Without granting the Company the right to assign, it is agreed that the duties of the Company that arise out of this Agreement shall be binding upon it and its heirs, personal representatives, successors, and assigns.

17. To the extent, if any, the City has the power to suspend or terminate this Agreement, that power may be exercised by the City Manager or City's Manager's designee.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates written below and the undersigned hereby warrants and certifies that they have read the Agreement in its entirety, understand it and agree to be bound by all the terms and conditions stated herein. Further, they warrant and certify they are authorized to enter into this Agreement and to execute same on behalf of the parties as the act of the said parties.

STARSHIP TECHNOLOGIES, INC.:

By: _____

Name: _____

Title: _____

Date: _____

CITY OF GREENVILLE:

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

BY: _____
City Attorney or Designee (Designee means Assistant 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: _____ **DATE:** _____
Byron Hayes, Director of Financial Services

ACCOUNT NUMBER _____

PROJECT CODE (IF APPLICABLE) _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/19/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Woodruff-Sawyer & Co. 50 California Street, Floor 12 San Francisco CA 94111	CONTACT NAME: Kajsa Nightingale PHONE (A/C No. Ext): 415-402-6679 FAX (A/C, No): E-MAIL ADDRESS: knightingale@woodruffssawyer.com
	INSURER(S) AFFORDING COVERAGE
License#: 0329598 STARTEC-01	INSURER A: Travelers Indemnity Company of CT INSURER B: Travelers Prop Casualty Co of America INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Starship Technologies Holdings, Inc. 535 Mission Street, Unit 1761 San Francisco, CA 94105	NAIC # 25682 25674

COVERAGES

CERTIFICATE NUMBER: 1159480180

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		H6300T957726TIL22	4/3/2022	4/3/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 BI & PD DEDUCTIBLE \$ 5,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA0T96622522I5G	4/3/2022	4/3/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUP0T97484022I5	4/3/2022	4/3/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB1T96272222I5G	2/13/2022	2/13/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Greenville is included as additional insured as respects General Liability to the extent provided in the attached form.

CERTIFICATE HOLDER**CANCELLATION**
 City of Greenville
 200 West Fifth Street
 Greenville, NC 27858

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR TECHNOLOGY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|--|
| <ul style="list-style-type: none"> A. Non-Owned Watercraft – 75 Feet Long Or Less B. Who Is An Insured – Unnamed Subsidiaries C. Who Is An Insured – Employees – Supervisory Positions D. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies E. Who Is An Insured – Liability For Conduct Of Unnamed Partnerships Or Joint Ventures F. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement G. Blanket Additional Insured – Broad Form Vendors H. Blanket Additional Insured – Controlling Interest | <ul style="list-style-type: none"> I. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers J. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises K. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations L. Medical Payments – Increased Limit M. Blanket Waiver Of Subrogation N. Contractual Liability – Railroads O. Damage To Premises Rented To You |
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PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

- 1. The following replaces Paragraph (2) of Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

- (a) 75 feet long or less; and
- (b) Not being used to carry any person or property for a charge;

- 2. The following replaces Paragraph 2.e. of **SECTION II – WHO IS AN INSURED**:

e. Any person or organization that, with your express or implied consent, either uses or

is responsible for the use of a watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge.

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

COMMERCIAL GENERAL LIABILITY

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS

The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

D. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of SECTION II – WHO IS AN INSURED:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only:
 - (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
 - (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such

organization in writing to us within 180 days after you acquire or form it;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization, other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

E. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of SECTION II – WHO IS AN INSURED:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II – Who Is An Insured.

F. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or

agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

G. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;
 - (2) Any change in "your products" made by such vendor;
 - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
 - (5) Demonstration, installation, servicing or repair operations, except such operations

performed at such vendor's premises in connection with the sale of "your products"; or

- (6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

H. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

- 1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

- 2. The following is added to Paragraph 4. of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

I. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its

COMMERCIAL GENERAL LIABILITY

liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

J. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair,

construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

K. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

L. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
 - a. \$10,000; or
 - b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

M. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we

waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

N. CONTRACTUAL LIABILITY – RAILROADS

- 1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:

- c. Any easement or license agreement;

- 2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

O. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.



City of Greenville, North Carolina

Meeting Date: 02/06/2023

Title of Item: Approval of American Rescue Plan Act Small Business Assistance Program

Explanation: City staff is proposing a program to assist small businesses in development, growth, and continued recovery from the COVID-19 pandemic, and its negative impacts, through the use of American Rescue Plan Act (ARPA) funding. Through this program, the City will award funding to small businesses for the completion of approved projects and/or programs that benefit the public. Small businesses that fulfill the overriding goals and meet program requirements may be eligible to receive assistance up to \$50,000.

Eligible small businesses must be physically located within the corporate City limits of the City of Greenville and within a qualified census tract as identified by the US Department of Housing and Urban Development.

Fiscal Note: The proposed allocation to fund the program is \$400,000. Each eligible small business may receive an award of up to \$50,000.

Recommendation: Staff recommends adoption of the American Rescue Plan Small Business Assistance Program.

ATTACHMENTS

 [1176412 - COG-#1175575-v1-ARPA_Small_Business_Assistance - 1 - COG.DOCX](#)

City of Greenville DRAFT
American Rescue Plan Act Small Business Assistance Program

The City of Greenville (City) has created the Small Business Assistance Program (Program) to assist small businesses in development, growth, and continued recovery from the COVID-19 pandemic, and its negative impacts, through the use of American Rescue Plan Act (ARPA) funding.

Through this Program, the City will award funding to small businesses for the completion of approved projects and/or programs that benefit the public. Small businesses that fulfill the overriding goals and meet program requirements may be eligible to receive assistance up to \$50,000.

The following is an overview of the overriding goals and eligibility requirements:

Overriding Goals

The following are the primary overriding goals of the Program:

1. Support for existing small businesses that were disproportionately impacted by the pandemic, including rehabilitation of new or existing commercial buildings used by small businesses as their place of business.
2. Support for startup businesses including, but not limited to, investment in commercial buildings and/or commercial building improvements used by small businesses as their place of business and/or operating costs to assist in business development.

Based on the fulfillment of the prescribed overriding goals, the Program will benefit the public through:

- Enhancement and expansion of the City's tax base
- Creation of local jobs in the Greenville community
- Limitation on business need for relocation
- Enhancement of local business's ability to maintain or expand operations

Eligibility

Eligible businesses shall:

- Be physically located within the following geographical area:
 - Within the corporate City limits of the City of Greenville, AND
 - Within a qualified census tract as identified by the United States Department of Housing and Urban Development

A map of the geographical area can be found in ATTACHMENT A.

- Shall be independently owned and operated with five (5) or fewer locations. Business chains / franchises shall not be eligible for assistance.
- Have fifty (50) or fewer employees (including full-time, part time and seasonal employees).
- Have annual gross sales of no more than \$5.0 million dollars.
- Be in good tax standing with federal, state, and local government(s).
- Meet other requirements as specified in the “Funding Decisions and Scoring” section of this document.

Program Details

- The following projects and programs located and operating in the geographical area may be eligible for assistance through the Program:
 - Building rehabilitations, up-fits and/or expansions to existing commercial real property
 - Façade improvements to existing commercial real property
 - Commercial equipment and/or machinery with a useful life of greater than five (5) years
- The following requirements shall apply to ALL projects for which funds are awarded:
 - Recipients of small business assistance shall provide the following reports to the City:
 - Progress report at the end of each quarter between the period of time that assistance to the recipient is approved and the completion of the project. The progress report shall certify the effort and progress made in relation to completion of the project with the use of the approved funding assistance.
 - A final report at the end of the project that certifies the project/program is completed. The final report shall be submitted to the City prior to reimbursement to the recipient.
 - Annual report each year for a three (3) year period following the final report certifying that conditions are being maintained. Failure to meet the reporting requirement may result in the return of funding.
 - The City shall be permitted access to the recipient’s business premises during the term of the business assistance. Failure to meet this requirement may result in the return of funding.

- The term of business assistance shall begin when assistance is awarded and shall end three (3) years after the final report has been submitted to the City.
- Recipients shall maintain weekly, regular hours of operation whereby the business is actively engaging in commerce within the recipient’s physical place of business, located within the geographical area, during the term of business assistance. Failure to meet this requirement may result in the return of funding.
- Recipients shall supply the City with any requested information as may be necessary to ensure compliance with the Program’s requirements during the period of business assistance.
- Awarded small business assistance will be paid to recipients as follows:
 - Recipients of assistance shall be paid as a reimbursement of the recipient’s actual expenditures ONLY.
 - Reimbursement to the recipients shall not be made until:
 - All work is completed, including inspections and issuance of certificates of occupancy if applicable; and
 - The business for which assistance is awarded is in operation and actively engaging in commerce within the recipient’s physical place of business, located within the geographical area, with regular operating hours open to the general public.
 - Proof of actual project costs and payments, in the form of paid invoices and receipts, shall be submitted to the City before reimbursement is made to the recipient.
 - The documentation shall include all actual costs related to the project as included in the Detailed Project Budget submitted to the City as a component of the Application for Assistance (see Attachment B).
 - The City will not reimburse recipients after December 31, 2026. All requests for reimbursement from the City for actual expenses incurred by the recipient shall be made to the City no later than September 30, 2026 in order to ensure payment to the recipient on or before December 31, 2026.
- The following requirements shall apply to expenditures for building rehabilitations, up-fits, expansions and façade improvements:
 - If the recipient(s) is a tenant of real property to be improved, a valid lease for a minimum of three (3) years and written consent of the property owner shall be obtained before

approval of the project and awarding of funding. Should the lease terminate between the property owner and lessee, the property owner must maintain the improvement for the remainder of the term of the business assistance.

- Failure of the recipient to maintain all improvements for at least three (3) years after funding, or sustain operation as a viable business at the site of the improvements for at least three (3) years after funding, shall result in reimbursement to the City based on the following:
 - If within the first year after project payment, reimbursement of 100%.
 - If within the second year after project payment, reimbursement of 66%.
 - If within the third year after project payment, reimbursement 33.3%.
- Upon funding approval, the recipient shall comply with the following requirements:
 - i. The recipient shall obtain all building permits within six (6) months of funding approval.
 - ii. The recipient shall complete the project, obtain a certificate of occupancy and commence business operations no later than one year following the issuance of all building permits.

If one or all of these criteria are not met, then the recipient will be notified in writing that the application and agreement for funding are terminated effective immediately and the recipient(s) will not be eligible for payment via a reimbursement.

- The following requirements shall apply to expenditures for commercial equipment and/or machinery:
 - Recipients that request assistance to purchase commercial equipment or machinery shall be required to maintain the use of such capital for the operation of the recipient's business within the geographical area for a minimum of three (3) years from the date of reimbursement.
 - Failure to maintain use of the purchased capital for at least three (3) years after funding shall result in the reimbursement to the City based on the following:
 - If within the first year after project payment, reimbursement of 100%.
 - If within the second year after project payment, reimbursement of 66%.
 - If within the third year after project payment, reimbursement 33.3%.
 - The Recipient(s) shall purchase the commercial equipment or machinery no later than one year following the approval date of funding. Otherwise, the application and agreement for funding will be terminated immediately and the recipient(s) will not be eligible for payment via a reimbursement.

Project Funding Process

- Prospective applicants will be eligible to apply for assistance as follows:
 - Round One: Applications for assistance will be accepted by the City between the period of March 1, 2023 and May 30, 2023. Applicants will be notified of assistance award no later than August 31, 2023.
 - Round Two: If ARPA funding remains available after the completion of Round One, applications for assistance will be accepted by the City between the period of October 1, 2023 and September 30, 2024 on a first come first serve basis.
 - Applications will not be accepted by the City after September 30, 2024.
 - If ARPA funding appropriated to the Program is exhausted prior to September 30, 2024, the City will cease accepting applications for assistance.
- Prospective applicants shall be required to complete an Application for Assistance, which shall include, but may not be limited to, the information found in ATTACHMENT B.
- Applications will be available through the City's website at www.Greenvillenc.gov. Applicants must complete the application and return back to the City electronically at the following email address: www.greenville.business.assistance@civitassc.com
- Applicants shall submit the following documents with their application:
 - Existing Businesses:
 - Business tax returns from the last three (3) years
 - Profit & loss statements and balance sheets for last three (3) years
 - Payroll: IRS Form 941 or equivalent
 - Most recent business bank account statement(s)
 - Detailed project budget (See ATTACHMENT B)
 - 3 Year Budget Projections (Income Statement and Balance Sheet)
 - Startup Businesses:
 - Personal tax returns from the last three (3) years for each owner comprising ownership of 20% or more
 - Detailed project budget (See ATTACHMENT B)
 - 3 Year Budget Projections (Income Statement and Balance Sheet)
- Applicants of a proposed startup business shall provide proof to the City of the completion of a small business seminar sponsored by the Small Business Technology Department Center or Pitt Community College's Small Business Center as follows:

- The seminar shall be completed no earlier than twelve months prior to the submittal of the application for assistance; and
- The seminar shall be completed before payment (i.e., reimbursement) of assistance is made by the City to the recipient.
- All applicants shall agree to a personal background check and credit check.
- The City reserves the right to request additional documents and/or information from the applicant to assist the City in its funding decision.
- Recipients of assistance through the Program shall submit final requests for reimbursement of actual expenses incurred to the City no later than September 30, 2026.

Funding Decisions and Scoring

- In order to qualify for assistance through the Program, the Applicant shall meet the following requirements:
 - Applicant's place of business, for which assistance is requested, shall be located within the Geographical Area.
 - Applicant's submitted Application for Assistance shall be complete.
 - The assistance requested by the Applicant through the Program shall comprise no greater than 50% of the total projected cost of the project as detailed in ATTACHMENT B.
 - Applicant's business shall be registered with the North Carolina Secretary of State.
 - The Applicant shall not be delinquent in the payment of taxes, assessments, fees or other debts owed to the Local, State or Federal government.
 - The building rehabilitations, up-fits, building expansions, façade improvements and/or purchases of commercial equipment and/or machinery, as included in the Detailed Project Budget, shall not be completed prior to the approval and award of project funding.
 - Results of a personal background and/or credit check shall reflect the moral characteristics that the City holds important such as a reputation of honesty, truthfulness, trustworthiness and reliability with a professional and personal commitment to the legal process and the administration of justice. Such offenses that may disqualify an Applicant may include, but not be limited to, fraud, embezzlement, perjury, or theft.
- Applicants that do not meet all of the above requirements shall not be eligible for assistance through the Program.

- Applicants that do meet the above requirements shall have their completed Application for Assistance evaluated based on the following factors:
 - Applicant’s capacity to meet the Program’s Overriding Goals.
 - The itemized budget for use of project funds.
 - The capacity of the applicant to support and sustain its operations.
 - Review of the applicant’s financial documents and credit history.
 - Review of the applicant’s background check.
 - The amount and purpose of any previous Federal, State, Local or private program funding/compensation received by the applicant to specifically address economic business losses due to the COVID-19 pandemic.

- The factors used for funding consideration, as described above, will be scored based on the following rubric:

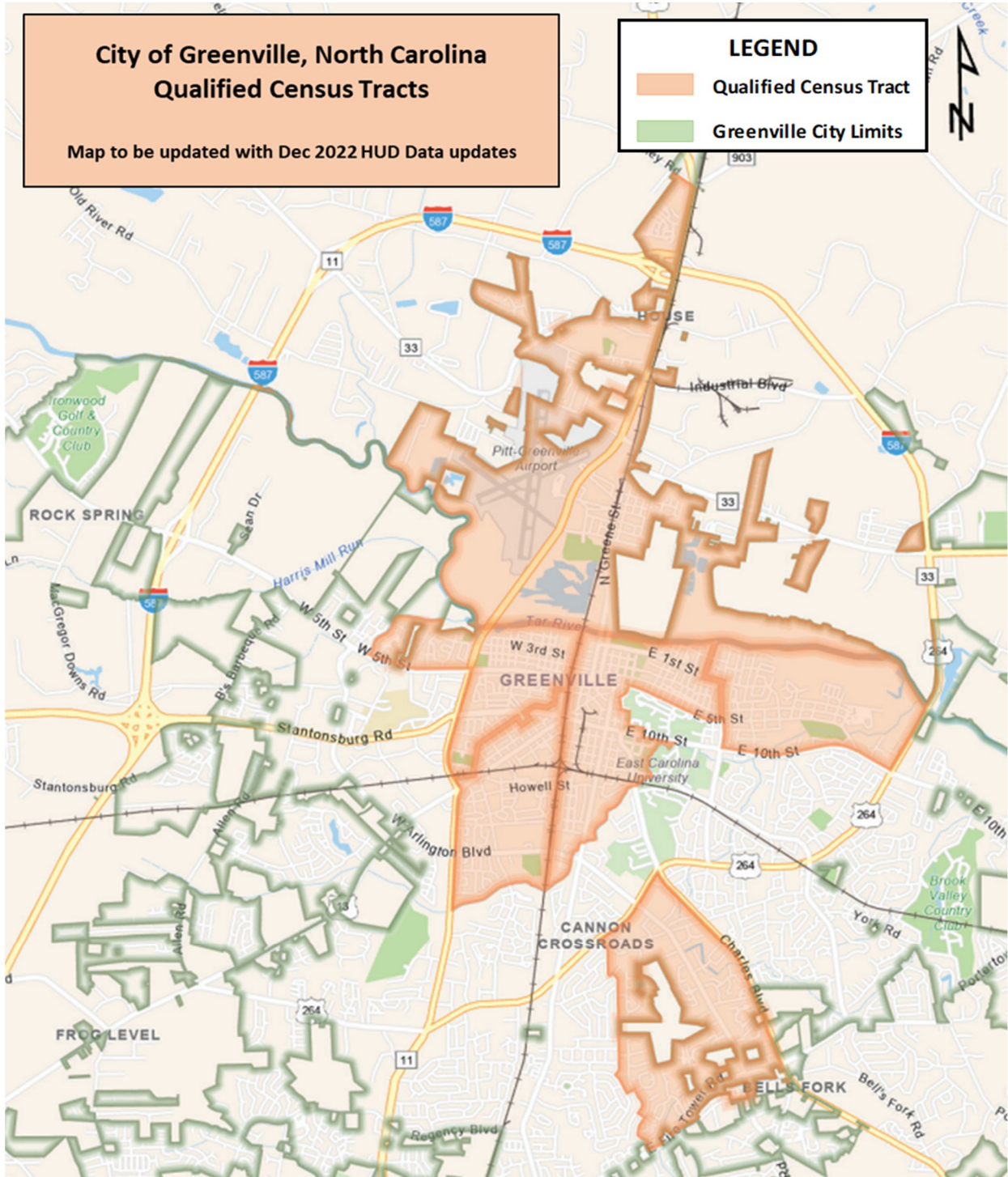
Factor	Maximum Points	Scoring Criteria
Achievement of Program Overriding Goals	10	Points awarded based on applicant(s) use of proposed assistance relative to the Program’s overriding goals.
3 Year Budget Projections	20	Points awarded based on degree that revenues exceed expenses over the three-year budget period.
Review of Financial Document and Experience	10	Points awarded based on level of experience and equity brought by the applicant(s) to the project. Equity may include cash, real estate, equipment or inventory.
Credit History and Background Check	10	Points awarded based on demonstration of applicant’s responsible use of credit either individually or for their business ventures. Applicant(s) shall not have any active liens or judgements on their credit.
Previous Receipt of COVID-19 Assistance	10	Points awarded as follows: - Applicant(s) not in previous receipt of COVID-19 assistance (i.e. CARES, ARPA) (10 points) - Applicant(s) previously in receipt of CARES Act and/or other COVID-19 related assistance (5 points)

Total Points 60

- Applicants must receive a score of 45 points or higher to be eligible for assistance through the Program.

- All funding decisions will be made by the City Manager, or designee(s).
- The City reserves the right to reject any and all Applications for Assistance.

City of Greenville
American Rescue Plan Act Small Business Assistance Program
ATTACHMENT A – GEOGRAPHICAL AREA MAP



City of Greenville
American Rescue Plan Act Small Business Assistance Program
ATTACHMENT B – APPLICATION FOR ASSISTANCE

Please provide complete answers to each of the following questions and provide the requisite information. Incomplete applications and/or answers will not be considered.

1. Do you agree to the terms and requirements of the Small Business Assistance Program?

- a. Yes
- b. No

2. Legal Name of Business:

3. Doing Business As (DBA):

4. Business Federal Tax ID#:

5. Business Address (Street, City, State, Zip Code):

6. Name of Primary Contact Regarding Application (print):

7. Title of Primary Contact:

8. Primary Contact Email:

9. Primary Contact Telephone #:

a. Mobile:

b. Business:

10. Business Legal Structure:

a. Sole Proprietorship

b. LLC

c. C-Corp

d. S-Corp

e. Partnership

f. Other: Specify Below:

11. Business Website Address:

12. Is your business located in the qualified census tract?

i. Yes

ii. No

If Yes, Please Specify the Qualified Census Tract Below:

13. How many employees (Full-Time, Part Time or seasonal) does your business have as of the date of this application?

14. Is your business registered with the State of North Carolina Secretary of State?

- i. Yes
- ii. No

If Yes, Please Provide Business License or Registration Number:

15. Is the business delinquent on any taxes (federal, state, local)?

- i. Yes
- ii. No

If yes, please explain how that is being handled:

16. Has the business previously received funding through other federal, state, local or private programs to address the economic losses due to the COVID-19 pandemic?

- i. Yes
- ii. No

If yes above, please complete the information below.

Date(s) of Award

Amount(s) of Award

Entity Awarding Funding

Project/Purpose of Funding

17. Name of Business Owner(s):

List each individual owner of 20% or more of the business:

Owner #1:

Name (print):

Date of Birth:

SSS / TIN #: % of Ownership:

Owner #2:

Name (print):

Date of Birth:

SSS / TIN #: % of Ownership:


Owner #3:

Name (print):

Date of Birth:

SSS / TIN #: % of Ownership:

18. Please Provide a Detailed Description of the Applicant's Business Industry and Operations:



19. Funding Request: Describe your plans for utilization of requested funding:

- How much funding are you seeking for you program or project? (enter amount up to \$50,000)

- Detailed Project Budget:

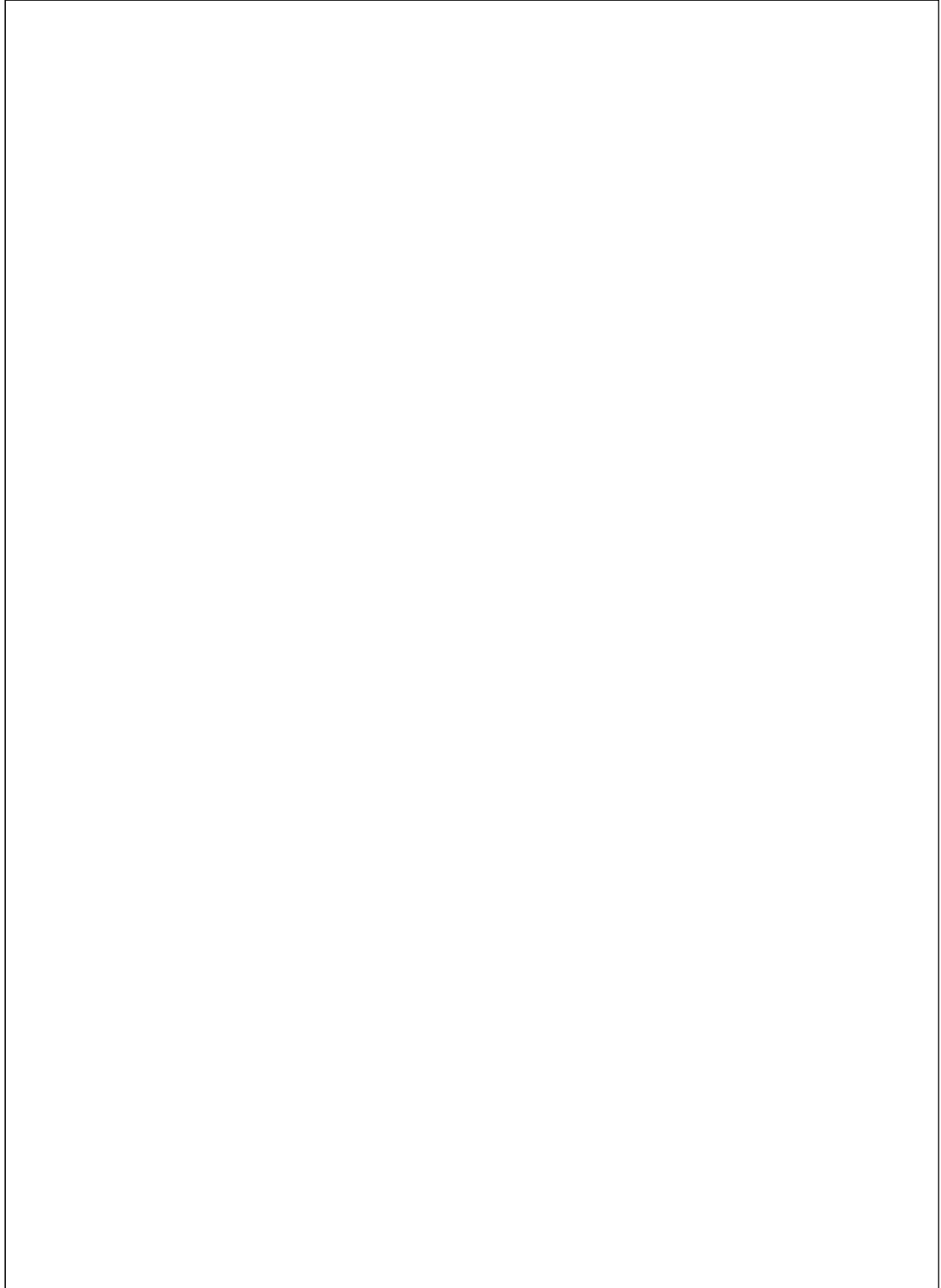
Enter Total Uses of Funds and Total Sources of Funds into the following Excel chart:

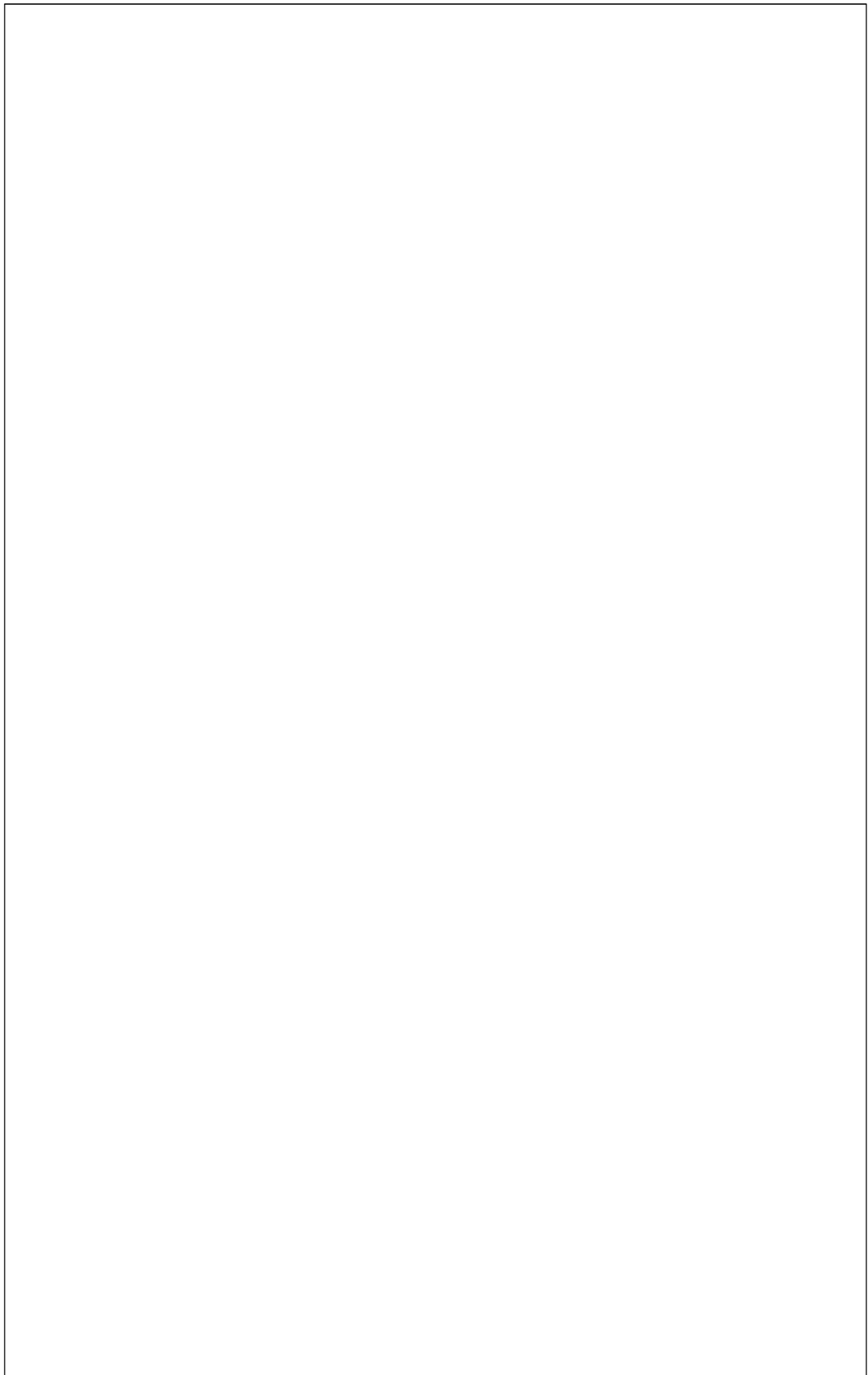
Uses of Funds	
Land and/or Building Purchases	\$ -
New Building Construction	\$ -
Building Improvements (Internal)	\$ -
Façade Improvements	\$ -
Machinery	\$ -
Operating Equipment:	\$ -
Other:	\$ -
Other:	\$ -
Other:	\$ -
Other:	\$ -
Other:	\$ -
Other:	\$ -
Total Use of Funds	\$ -
Source of Funds	
Owner Investment	\$ -
Small Business Assistance Requested	\$ -
Other:	\$ -
Other:	\$ -
Other:	\$ -
Other:	\$ -
Total Sources of Funds	\$ -

Note: Use of Funds Must Equal Sources of Funds

- Description of how funding will be used:

In 500 words or less please describe what the project funds will be used for and how it will help to sustain your business, and provide support to low-moderate income persons (additional space can be found on the next page).





20. Other Supporting Documentation:

- Applicant(s) shall attachment the following documentation with the Application for Assistance:
 - Existing Business:
 - Business tax returns from the last three (3) years
 - Profit & loss statements and balance sheets for last three (3) years
 - Payroll: IRS Form 941 or equivalent
 - Most recent business bank account statement(s)
 - 3 Year Business Projections (Income Statement and Balance Sheet)
 - Copy of Building Lease
 - Startup Business:
 - Personal tax returns from the last three (3) years for each owner comprising ownership of 20% or more
 - 3 Year Business Projections (Income Statement and Balance Sheet)
 - Copy of Building Lease
- The City reserved the right to request addition information / documentation that may be necessary in the establishment of a funding decision.

21. Release and Acknowledgment:

The applicant(s) certifies under penalty of perjury that statements, information or documents contained herein and submitted are true and correct, and understands information supplied found not to be true and correct by the City or its agents will result in disqualification from consideration. Further, as applicant(s), the undersigned acknowledges that the City of Greenville is authorized to make all inquiries deemed necessary to verify the accuracy of this statement and to determine the creditworthiness of the applicant(s). The undersigned also submits to allow the City to complete a full background check and credit check on the applicant(s).

Although certain information deemed to be a "trade secret" under the North Carolina General Statutes is privileged, this application and all supporting documentation shall be considered as public record.

Each individual owner of 20% or more of the business must sign below:

Owner #1:

Name:

Signature:

Date:

Owner #2:

Name:

Signature:

Date:

Owner #3:

Name:

Signature:

Date:



City of Greenville, North Carolina

Meeting Date: 02/06/2023

Title of Item: Budget Ordinance Amendment #6 to the 2022-2023 City of Greenville Budget (Ordinance #22-045), the Special Revenue Grant Fund (Ordinance #11-003), the Engineering Capital Projects Fund (Ordinance #20-019), and the Capital Projects Funds (Ordinance #17-024)

Explanation: Attached for consideration at the February 6, 2023 City Council meeting is an ordinance amending the 2022-2023 City of Greenville Budget (Ordinance #22-045), the Special Revenue Grant Fund (Ordinance #11-003), the Engineering Capital Projects Fund (Ordinance #20-019), and Capital Projects Funds (Ordinance #17-024).

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</u>	<u>Net</u>
		<u>Amended</u>	<u>Adjustment</u>
A	Recognize additional revenue received within Recreation & Parks Department budget	General Fund	\$200,000
B	Transfer Remaining Street Improvement funds from Public Works Capital Projects fund to Engineering Capital Projects Fund to consolidate the Pavement Management Program	PW Capital Projects Engineering Capital Projects	-

C	Recognize donation received from Community Foundation of NC East in the Recreation & Parks Capital Projects fund for Wildwood Park	Recreation & Parks Capital Projects	\$851,852
D	Transfer funding from Facility Improvement cost savings to the Grants Special Revenue Fund as match funding for the Environmental Enhancement Grant	FIP Special Revenue Grant	-

Fiscal Note:

The Budget Ordinance Amendment affects the following funds:

<u>Fund</u>	<u>2022-23 Revised Budget</u>	<u>Amendment #6</u>	<u>2022-23 Budget per Amendment #6</u>
General	\$99,264,240	\$200,000	\$99,464,240
Debt Service	6,322,622	-	6,322,622
Public Transportation (Transit)	4,199,872	-	4,199,872
Capital Reserve	1,250,000	-	1,250,000
Fleet Maintenance	5,415,142	-	5,415,142
Sanitation	8,513,983	-	8,513,983
Stormwater	10,963,969	-	10,963,969
Housing	1,981,972	-	1,981,972
Health Insurance	14,258,648	-	14,258,648
Vehicle Replacement	10,645,862	-	10,645,862
Facilities Improvement	2,391,874	-	2,391,874
Special Revenue Grants	13,784,014	62,660	13,846,674
Public Works Capital Projects	58,993,491	-	58,993,491
Recreation & Parks Capital Projects	16,096,906	851,852	16,948,758
Community Development Capital Projects	19,404,227	-	19,404,227
Red Light Camera Program	1,800,000	-	1,800,000
Engineering Capital Projects	31,528,753	868,269	32,397,022
Occupancy Tax	4,096,128	-	4,096,128

Fire/Rescue Capital Projects	12,919,177	-	12,919,177
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Recommendation: Approve Budget Ordinance Amendment #6 to the 2022-2023 City of Greenville Budget (Ordinance #22-045), the Special Revenue Grant Fund (Ordinance #11-003), the Engineering Capital Projects Fund (Ordinance #20-019), and the Capital Projects Funds (Ordinance #17-024).

ATTACHMENTS

 [BA 6.xlsx](#)

ORDINANCE NO. 23-
CITY OF GREENVILLE, NORTH CAROLINA
Ordinance (#6) Amending the 2022-23 Budget (Ordinance #22-045), the Special Revenue
Grant Fund (Ordinance #11-003), the Engineering Capital Projects Fund (Ordinance #20-019),
and the Capital Projects Funds (Ordinance #17-024)

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

Section I: Estimated Revenues and Appropriations. General Fund, of Ordinance #22-045 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

Budget Amendment #6				
	2022-23 Revised Budget	A.	Total Amend #6	2022-23 Budget per Amend #6
ESTIMATED REVENUES				
Property Tax	\$ 38,030,400	\$ -	\$ -	\$ 38,030,400
Sales Tax	26,935,346	-	-	26,935,346
Video Prog. & Telecom. Service Tax	793,717	-	-	793,717
Rental Vehicle Gross Receipts	176,125	-	-	176,125
Utilities Franchise Tax	6,828,328	-	-	6,828,328
Motor Vehicle Tax	1,746,059	-	-	1,746,059
Other Unrestricted Intergov't	871,145	-	-	871,145
Powell Bill	2,123,924	-	-	2,123,924
Restricted Intergov't Revenues	667,799	-	-	667,799
Licenses, Permits and Fees	4,341,722	200,000	200,000	4,541,722
Rescue Service Transport	3,200,000	-	-	3,200,000
Parking Violation Penalties, Leases,	275,000	-	-	275,000
Other Sales & Services	378,697	-	-	378,697
Other Revenues	1,036,194	-	-	1,036,194
Interest on Investments	742,690	-	-	742,690
Transfers In GUC	7,074,328	-	-	7,074,328
Appropriated Fund Balance	4,042,766	-	-	4,042,766
Total Revenues	\$ 99,264,240	\$ 200,000	\$ 200,000	\$ 99,464,240
APPROPRIATIONS				
Mayor/City Council	\$ 523,950	\$ -	\$ -	\$ 523,950
City Manager	3,318,402	-	-	3,318,402
City Clerk	382,930	-	-	382,930
City Attorney	686,116	-	-	686,116
Human Resources	4,390,278	-	-	4,390,278
Information Technology	3,643,762	-	-	3,643,762
Engineering	5,451,549	-	-	5,451,549
Fire/Rescue	17,648,967	-	-	17,648,967
Financial Services	2,875,891	-	-	2,875,891
Recreation & Parks	8,136,896	200,000	200,000	8,336,896
Police	28,859,882	-	-	28,859,882
Public Works	6,400,461	-	-	6,400,461
Planning & Development	3,449,436	-	-	3,449,436
OPEB	700,000	-	-	700,000
Capital Improvements	-	-	-	-
Contingency	25,000	-	-	25,000
Indirect Cost Reimbursement	(1,950,887)	-	-	(1,950,887)
Total Appropriations	\$ 84,542,633	\$ 200,000	\$ 200,000	\$ 84,742,633
OTHER FINANCING SOURCES				
Transfers to Other Funds	\$ 14,721,607	\$ -	\$ -	\$ 14,721,607
Total Other Financing Sources	\$ 14,721,607	\$ -	\$ -	\$ 14,721,607
Total Approp & Other Fin Sources	\$ 99,264,240	\$ 200,000	\$ 200,000	\$ 99,464,240

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

	2022-23 Revised Budget	C.	Total Amend #6	2022-23 Budget per Amend #6
ESTIMATED REVENUES				
Restricted Intergovernmental	\$ 1,242,207	\$ -	\$ -	\$ 1,242,207
Transfer from General Fund	2,623,484	-	-	2,623,484
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	639,500	851,852	851,852	1,491,352
Miscellaneous Revenue	567,148	-	-	567,148
Appropriated Fund Balance	572,874	-	-	572,874
Long Term Financing	10,047,748	-	-	10,047,748
Total Revenues	\$ 16,096,906	\$ 851,852	\$ 851,852	\$ 16,948,758
APPROPRIATIONS				
Water Sports Facility Project	\$ 794,675	\$ -	\$ -	\$ 794,675
Wildwood Park	9,250,869	851,852	851,852	10,102,721
Transfer to General Fund	9,000	-	-	9,000
Eppes Remodel	1,359,151	-	-	1,359,151
Parks Improvements	45,000	-	-	45,000
Pool Replacement	4,291,828	-	-	4,291,828
Off-Leash Dog Park	175,000	-	-	175,000
Parks Comprehensive Master Plan	147,000	-	-	147,000
Transfer to Other Fund	24,383	-	-	24,383
Total Appropriations	\$ 16,096,906	\$ 851,852	\$ 851,852	\$ 16,948,758

Section III: Estimated Revenues and Appropriations. Facilities Improvement Fund, of Ordinance #22-045 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2022-23 Revised Budget	D.	Total Amend #6	2022-23 Budget per Amend #6
ESTIMATED REVENUES				
Transfer from General Fund	\$ 1,200,000	\$ -	\$ -	\$ 1,200,000
Appropriated Fund Balance	1,191,874	-	-	1,191,874
Total Revenues	\$ 2,391,874	\$ -	\$ -	\$ 2,391,874
APPROPRIATIONS				
Facilities Improvement Fund	\$ 2,391,874	\$ (62,660)	\$ (62,660)	\$ 2,329,214
Transfer to Capital Project Fund	-	62,660	62,660	62,660
Total Appropriations	\$ 2,391,874	\$ -	\$ -	\$ 2,391,874

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

	2022-23 Revised Budget	D.	Total Amend #6	2022-23 Budget per Amend #6
ESTIMATED REVENUES				
Special Fed/State/Loc Grant	\$ 10,604,263	\$ -	\$ -	\$ 10,604,263
CARES Act Funding	1,594,927	-	-	1,594,927
Transfer From General Fund	1,512,170	-	-	1,512,170
Transfer From Pre-1994 Entitlement	27,419	-	-	27,419
Transfer from Other Funds	45,235	62,660	62,660	107,895
Total Revenues	\$ 13,784,014	\$ 62,660	\$ 62,660	\$ 13,846,674
APPROPRIATIONS				
Personnel	\$ 2,264,108	\$ -	\$ -	\$ 2,264,108
Operating	5,927,674	-	-	5,927,674
Capital Outlay	2,006,385	-	-	2,006,385
Transfers	27,419	-	-	27,419
COVID-19	1,560,518	-	-	1,560,518
Rural Housing Recovery Grant	350,000	-	-	350,000
Environmental Enhancement Grant	88,275	62,660	62,660	150,935
STAR Grant	330,000	-	-	330,000
Rural Transportation Grant	-	-	-	-
Governor's Crime Commission Grant 22	24,500	-	-	24,500
COPS Community Policing Development	175,000	-	-	175,000
Justice Assistance Grant 2022	55,135	-	-	55,135
Project Lucky - Job Creation Grant	100,000	-	-	100,000
Transfer to Other Funds	875,000	-	-	875,000
Total Appropriations	\$ 13,784,014	\$ 62,660	\$ 62,660	\$ 13,846,674

Section V: Estimated Revenues and Appropriations. Engineering Capital Projects Fund, of Ordinance #20-019 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2022-23 Revised Budget	B.	Total Amend #6	2022-23 Budget per Amend #6
ESTIMATED REVENUES				
Special Fed/State/Loc Grant	\$ 15,000,000	\$ -	\$ -	\$ 15,000,000
Transfer from Capital Reserve	3,266,882	-	-	3,266,882
Transfer from Street Improvement Bond Fund	2,555,921	-	-	2,555,921
Transfer from Other Funds	1,736,753	868,269	868,269	2,605,022
Other In-kind Contributions	1,170,000	-	-	1,170,000
Transfer from General Fund	6,366,157	-	-	6,366,157
Sale of Property	1,433,040	-	-	1,433,040
Total Revenues	\$ 31,528,753	\$ 868,269	\$ 868,269	\$ 32,397,022
APPROPRIATIONS				
BUILD	\$ 24,000,000	\$ -	\$ -	\$ 24,000,000
Pavement Management Program	2,800,000	868,269	868,269	3,668,269
Employee Parking Lot	1,363,753	-	-	1,363,753
Ficklen Street Improvements	2,115,000	-	-	2,115,000
Dickinson Avenue Improvements	1,250,000	-	-	1,250,000
Total Appropriations	\$ 31,528,753	\$ 868,269	\$ 868,269	\$ 32,397,022

Section VI: Estimated Revenues and Appropriations. Public Works Capital Project Fund, of Ordinance #17-024 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2022-23 Revised Budget	B.	Total Amend #6	2022-23 Budget per Amend #6
ESTIMATED REVENUES				
Occupancy Tax	\$ 422,610	\$ -	\$ -	\$ 422,610
Transfers from Other Funds	22,798,836	-	-	22,798,836
Other Income	2,731,245	-	-	2,731,245
Spec Fed/State/Loc Grant	24,698,934	-	-	24,698,934
Bond Proceeds	6,200,000	-	-	6,200,000
Appropriated Fund Balance	2,141,866	-	-	2,141,866
Total Revenues	\$ 58,993,491	\$ -	\$ -	\$ 58,993,491
APPROPRIATIONS				
Stantonsburg Rd./10th St Con Project	\$ 7,191,050	\$ -	\$ -	\$ 7,191,050
Computerized Traffic Signal System	8,883,151	-	-	8,883,151
Sidewalk Development Project	791,287	-	-	791,287
GTAC Project	9,336,917	-	-	9,336,917
Energy Efficiency Project	777,600	-	-	777,600
King George Bridge Project	1,341,089	-	-	1,341,089
Energy Savings Equipment Project	2,591,373	-	-	2,591,373
Convention Center Expansion Project	4,718,000	-	-	4,718,000
Pedestrian Improvement Project	210,761	-	-	210,761
Street Lights & Cameras	2,001,225	-	-	2,001,225
F/R Station 3 Parking Lot	139,551	-	-	139,551
F/R Station 2 Bay Expansion	244,655	-	-	244,655
Parking Lot Enhancements	4,866	-	-	4,866
Street Improvements Project	14,282,805	(868,269)	(868,269)	13,414,536
Safe Routes to School	1,409,463	-	-	1,409,463
Imperial Demolition	238,464	-	-	238,464
Parking Deck Safety Improvements	180,000	-	-	180,000
Salt/Sand Storage Facility	185,000	-	-	185,000
Emerald Loop Lighting Upgrades	200,000	-	-	200,000
CVA - Pedestrian Mall Renovation	40,000	-	-	40,000
Transfer to Other Funds	2,006,866	868,269	868,269	2,875,135
Transfer to General Fund	636,801	-	-	636,801
Transfer to Street Improvement	1,002,567	-	-	1,002,567
Transfer to Recreation & Parks Capital	30,000	-	-	30,000
Transfer to Facilities Improvement	300,000	-	-	300,000
Transfer to IT Capital Projects Fund	250,000	-	-	250,000
Total Appropriations	\$ 58,993,491	\$ -	\$ -	\$ 58,993,491

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

Adopted this 6th day of February, 2023

P. J. Connelly, Mayor

ATTEST:

Valerie P. Shiuwegar, City Clerk