



Agenda

Greenville City Council

January 9, 2025

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 Matthew Scully**
- 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. Appointments**

- 1. Appointments to Boards and Commissions

- VIII. Consent Agenda**

2. Amendment of the 2025 Schedule of City Council Meetings
3. Ordinance to Adopt Greenville Utilities Commission's Gas Capital Project Budget for Natural Gas Distribution Infrastructure Improvements
4. Memorandum of Agreement with North Carolina Wildlife Resources Commission for a Fishing Pier at Wildwood Park
5. Resolution Approving an Interlocal Agreement with Pitt County for Debris Removal from the Tar River
6. HOME Investment Partnerships Fund Commitment for Multi-Family Rental Housing Development Extension
7. Authorization to Apply for Assistance to Firefighters Grant to Fund Technical Rescue Training and Purchase Defibrillators and Thermal Imaging Cameras
8. Authorization of Lease/Purchase Agreement for Replacement/New Golf Course Maintenance Equipment
9. Purchase Contract for a Class A Live Burn Training Facility for Greenville Fire/Rescue
10. Contract Award for the 2025 Rehabilitation and Preservation Project and Approval of Task Order #8 for the Construction Engineering and Inspection (CEI) and Construction Materials Testing (CMT) On-Call Contract
11. Various Tax Refunds Greater Than \$100

IX. New Business

Public Hearings

12. Ordinance requested by Alva W. and Joni B. Worthington to rezone 16.871 acres located 1,425+/- feet east of County Home Road and northeast of the Alice F. Keene District Park from RA20 (Residential-Agricultural) to R6A (Residential [Medium Density Multi-Family])
13. Ordinance requested by Camping World Holdings, Inc. to amend Title 9, Chapter 4, Section 227. *Signs Not Requiring Permits* to allow up to three (3) flagpoles with a maximum height of each flagpole of 130 feet above grade in nonresidential zoning districts and up to three (3) non-commercial flags on each pole with a maximum flag size of no more than 3,200 square feet for each flag
14. Ordinance requested by the Planning and Development Services Department to amend City Code Title 6, Chapter 2, Article E. Uptown Outdoor Dining Permit to allow outdoor dining for restaurants along the North Carolina Department of Transportation (NCDOT) maintained portion of Dickinson Avenue in the Uptown Outdoor Dining Area and make changes to the City's standards to align with NCDOT's Sidewalk Dining standards
15. Resolution Authorizing the Sale of City-Owned Property Located at 624 Hudson Street

to Manaya Perry

Other Items of Business

16. Results of the Financial Audit for Fiscal Year Ended June 30, 2024 Including Review of FY 2024-25 Available Fund Balance
17. Proposed Downtown Greenville Parking Plan
18. Contract Award for Minority and Women-Owned Business Enterprise (MWBE) Joint Disparity Study Consultant for the City of Greenville and Greenville Utilities Commission
19. Resolution Making Certain Findings and Determinations Regarding the Financing of Public Improvements Pursuant to an Installment Financing Agreement up to \$11,000,000 and to Reimburse Certain Expenditures from the Proceeds of the Financing
20. Budget Ordinance Amendment #6 to the 2024-25 City of Greenville Budget (Ordinance #24-038), Special Revenue Grant Fund (Ordinance #11-003) , Sanitation Fund (Ordinance #24-038), and Facilities Improvement Fund (Ordinance #24-038)

X. City Manager's Report

XI. Comments from Mayor and City Council

XII. Adjournment



City of Greenville, North Carolina

Meeting Date: 01/09/2025

Title of Item: Appointments to Boards and Commissions

Explanation: City Council appointments need to be made to the Board of Adjustment, Firefighters' Relief Fund Committee, Historic Preservation Commission, Human Relations Council, Police Community Relations Committee, and the Youth Council.

The City Council updated the Boards and Commission Policy on October 9, 2017 to include a provision for extended vacancies: Nominations for Extended Vacancies "In the event there is a vacancy on a City board or commission which has been on the City Council agenda for appointment by City Council for more than three (3) calendar months in which a regular City Council meeting has been held, then any Council Member may make a nomination to fill the vacancy without regard to any other provision relating to who has the authority to make the nomination. If there is more than one nomination, the appointment shall be conducted in accordance with the procedure for nomination and elections in Robert's Rules of Order." Under this provision, the following seats are open to nominations from the City Council:

- 2 seats on the Youth Council

Fiscal Note: No direct fiscal impact.

Recommendation: Make appointments to the Board of Adjustment, Firefighters' Relief Fund Committee, Historic Preservation Commission, Human Relations Council, Police Community Relations Committee, and the Youth Council.

ATTACHMENTS

- [COG-#1201132-v1-January_2025_Boards_and_Commissions_List.pdf](#)
- [B and C application list Jan 2025.pdf](#)

Appointments to Boards and Commissions

January 2025

Board of Adjustment

Council Liaison: Mayor Pro Tem Monica Daniels

Name	District #	Current Term	Reappointment Status	Expiration Date
Daniel Worrall		First Term	Resigned	June 2025
<i>Council Member Marion Blackburn</i>				

Firefighters' Relief Fund Committee

Name	District #	Current Term	Reappointment Status	Expiration Date
Will Franklin			Eligible	January 2025

Historic Preservation Commission

Council Liaison: Council Member Marion Blackburn

Name	District #	Current Term	Reappointment Status	Expiration Date
Marques Harrington		First Term	Resigned	January 2026
Kendall Williams		First Term	Resigned	January 2026
Kerry Carlin		First Term	Eligible	January 2025
Larry Hall		Unexpired Term	Eligible	January 2025
Jeremy Jordan		Second Term	Ineligible	January 2025

Human Relations Council

Council Liaison: Council Member Portia Willis

Name	District #	Current Term	Reappointment Status	Expiration Date
John Porter-Acee		Unexpired Term	Resigned	September 2025
Duncan Patrick		First Term	Resigned	September 2025

Police Community Relations Committee

Council Liaison: Council Member Portia Willis

Name	District #	Current Term	Reappointment Status	Expiration Date
Eric Ellison <i>(Council Member Tonya Foreman)</i>	2	Unexpired Term	Eligible	October 2024

Youth Council

Council Liaison: Council Member Portia Willis

Name	Current Term	Reappointment Status	Expiration Date
Alex Guilford	Second Term	Ineligible	September 2024
Carson Fraley	Second Term	Ineligible	September 2024
Michael Brode	Second Term	Ineligible	September 2024
Kaiji Fu	First Term	Ineligible	September 2024
Alanah S Eason	First Term	Resigned	September 2025
Rihanna Knight	First Term	Resigned	September 2025

(2 open seats)

Seats that are open to nominations from the City Council are highlighted.

Boards and Commission Applications

Name	Board Applied To	Email Address
Kyle T Parker	Board of Adjustment	ktparker17@gmail.com
David Newman	Board of Adjustment	newmaniac52@gmail.com
Ivery L Johnson	Board of Adjustment	iveryljohnson@gmail.com
Logan Harrison	Board of Adjustment	harrisonl20@students.ecu.edu
Ashish T Khanchandani	Historic Preservation Commission	akhanchandani1996@gmail.com
Rebecca L Smith	Historic Preservation Commission	rsmithaud@gmail.com
Kyle T Parker	Historic Preservation Commission	ktparker17@gmail.com
David Newman	Historic Preservation Commission	newmaniac52@gmail.com
Matthew J Justice	Historic Preservation Commission	justrighthomesenc@gmail.com
Samar Badwan	Human Relations Council	s_wshah@hotmail.com
Ashish T Khanchandani	Human Relations Council	akhanchandani1996@gmail.com
Adrienne L Alford	Human Relations Council	redscarletsweb@gmail.com
Ray Waddell	Human Relations Council	raywadd02@gmail.com
Zakiyah L Thomas	Human Relations Council	zakiaht52@gmail.com
Josiah E. Ebron-duncan	Human Relations Council	jamontedaroberson@gmail.com
Stephen A Blackburn	Human Relations Council	sablackburn20@gmail.com
Walter L Grubb Iii	Human Relations Council	grubbw@ecu.edu
Ashley B Elks	Human Relations Council	ashley.elks1@gmail.com
Donald Rivers	Human Relations Council	donaldrivers@policy-change.com
Stephen A Blackburn	Police Community Relations Committee	sablackburn20@gmail.com
Walter L Grubb Iii	Police Community Relations Committee	grubbw@ecu.edu
Maya K Swaggerty	Youth Council	mayaswaggerty@gmail.com



City of Greenville, North Carolina

Meeting Date: 01/09/2025

<u>Title of Item:</u>	Amendment of the 2025 Schedule of City Council Meetings
<u>Explanation:</u>	The 2025 City Council meetings schedule has been amended to remove the December 8, 2025 City Council Workshop and to clarify that the December 8, 2025 City Council Meeting is a post-elections Organizational Meeting. Additionally, the January 6th City Council Workshop and January 6th City Council Meeting have been removed to reflect changes made to the 2025 City Council Meeting Schedule at the City Council's November 14, 2024, City Council meeting.
<u>Fiscal Note:</u>	No direct fiscal impact.
<u>Recommendation:</u>	Review and adopt the amended 2025 City Council Meeting Schedule.

ATTACHMENTS

- [COG-_1198022-v1-2025_Schedule_of_City_Council_Meetings \(1\).doc](#)



CITY OF GREENVILLE 2025 SCHEDULE OF CITY COUNCIL MEETINGS

Meetings are held in the Council Chambers, located in City Hall, 200 W. Fifth St., Greenville NC 27858, unless otherwise noted.

January 9 – 6:00 PM

January 24– 4:00 PM (Planning Session, Gallery Room, City Hall, 200 W. Fifth St. Greenville, NC 27858)

January 25 – 8:30 AM (Planning Session Gallery Room, City Hall, 200 W. Fifth St. Greenville, NC 27858))

February 10 – 4:00 PM – (Workshop, Conference Room 337, City Hall, 200 W. Fifth St., Greenville, NC 27858)

February 10– 6:00 PM

February 13 – 6:00 PM

*February 24 –6:00 PM

March 13– 6:00 PM

March 24 – 4:00 PM – (Workshop, Conference Room 337, City Hall, 200 W. Fifth St., Greenville, NC 27858)

March 24 – 6:00 PM

April 7 – 4:00 PM (Workshop, Conference Room 337, City Hall, 200 W. Fifth St., Greenville, NC 27858)

April 7 – 6:00 PM

April 10 – 6:00 PM

April 14 – 6:00 PM – (Joint City Council –GUC Meeting)

May 5 – 4:00 PM – (Workshop, Conference Room 337, City Hall, 200 W. Fifth St., Greenville, NC 27858)

May 5– 6:00 PM – (Budget Presentation for City of Greenville)

May 8 – 6:00 PM – (Budget Presentation for Convention & Visitors, Sheppard Memorial Library, and GUC)

*May 19 – 6:00 PM

June 9 – 4:00 PM – (Workshop, Conference Room 337, City Hall, 200 W. Fifth St., Greenville, NC 27858)

June 9 – 6:00 PM – (Budget Public Hearing)

June 12 – 6:00 PM – (Budget Adoption)

*June 23 – 6:00 PM

August 11 – 4:00 PM – (Workshop, Conference Room 337, City Hall, 200 W. Fifth St., Greenville, NC 27858)

August 11 – 6:00 PM

August 14 – 6:00 PM

*August 25 – 6:00 PM (Conference Room 337, City Hall, 200 W. Fifth St., Greenville, NC 27858)

September 8 – 4:00 PM – (Workshop, Conference Room 337, City Hall, 200 W. Fifth St., Greenville, NC 27858)

September 8 – 6:00 PM

September 11 – 6:00 PM

September 22 – 6:00 PM – (Joint City Council – GUC Meeting)

October 6 – 4:00 PM – (Workshop, Conference Room 337, City Hall, 200 W. Fifth St., Greenville, NC 27858)

October 6 – 6:00 PM

October 9 – 6:00 PM

*October 20 – 6:00 PM

November 10 – – 4:00 PM – (Workshop, Conference Room 337, City Hall, 200 W. Fifth St., Greenville, NC 27858)

November 10 – 6:00 PM

November 13 – 6:00 PM

*November 24 – 6:00 PM

December 8 – 6:00 PM (Organizational Meeting)

December 11 – 6:00 PM

*December 22 – 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.*



City of Greenville,
North Carolina

Meeting Date: 01/09/2025

Title of Item: Ordinance to Adopt Greenville Utilities Commission's Gas Capital Project Budget for Natural Gas Distribution Infrastructure Improvements

Explanation: The Pipeline and Hazardous Materials Safety Administration (PHMSA) offered Greenville Utilities Commission the Natural Distribution Infrastructure Safety and Modernization (NGDISM) grant in the amount of \$3,182,650. The grant will fund the replacement of 3.23 miles of steel mains and vintage plastic pipe.

At its December 19, 2024, regular meeting, the GUC Board of Commissioners accepted the grant, approved the adoption of the gas capital project budget in the amount of \$3,182,650 for the natural gas distribution infrastructure improvements, and recommends similar action by City Council.

Fiscal Note: No cost to the City

Recommendation: Adopt attached ordinance

ATTACHMENTS

[Ordinance Gas Capital Project.pdf](#)

ORDINANCE NO. 25-_____

GAS CAPITAL PROJECT BUDGET
Integrity Management Replacement Project, Phase II

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

Section 1. Revenues. Revenues of the Gas Capital Project Budget, Integrity Management Replacement Project, Phase II, is hereby established to read as follows:

Revenue

NGDISM Grant	\$3,182,650	
Total Project Revenue		<u>\$3,182,650</u>

Section 2. Expenditures. Expenditures of the Gas Capital Project Budget, Integrity Management Replacement Project, Phase II, is hereby established to read as follows:

Expenditures

Project costs	<u>\$3,182,650</u>	
Total Project Expenditures		<u>\$3,182,650</u>

Section 3. All ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed.

Section 4. This ordinance shall become effective upon its adoption.

Adopted this the ___ day of _____, 2025.

P.J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk



City of Greenville, North Carolina

Meeting Date: 01/09/2025

Title of Item: Memorandum of Agreement with North Carolina Wildlife Resources Commission for a Fishing Pier at Wildwood Park

Explanation: The City continues to enhance Wildwood Park, a popular destination for outdoor enthusiasts, particularly those who enjoy fishing. Over the past year, City staff have collaborated with the North Carolina Wildlife Resources Commission (NCWRC) to explore opportunities for expanding public fishing access.

As a result of these discussions, the NCWRC has agreed to assist with the design, permitting, and construction of a floating fishing pier on the Park's east side. This new Public Fishing Access site will be conveniently located near the existing floating dock and will feature a new ADA-accessible concrete sidewalk for seamless connectivity.

Construction is tentatively slated for completion by late summer or fall of 2025, further enriching the Park's amenities for visitors of all abilities.

Fiscal Note: The project's estimated total cost is \$140,000, with the City contributing \$20,000 and NCWRC covering the remaining balance. The City's portion of the project, \$20,000, is available in Wildwood Park funds previously approved by Council.

Recommendation: Approve the Memorandum of Agreement with the North Carolina Wildlife Resources Commission to design and construct a public fishing access area at a mutually agreed-upon site in Wildwood Park.

ATTACHMENTS

[MOA with NCWRC for Fishing Pier at Wildwood Park.pdf](#)

MEMORANDUM OF COOPERATIVE AGREEMENT

BETWEEN

NORTH CAROLINA WILDLIFE RESOURCES COMMISSION

AND

CITY OF GREENVILLE

THIS agreement, made and entered into this _____ day of _____, 2025, by and between the **North Carolina Wildlife Resources Commission**, hereinafter called the **Commission**, and **City of Greenville**, hereinafter called the **City**;

WITNESSETH:

Whereas, the **Commission** is authorized to create and improve public fishing access for the benefit of the anglers of North Carolina; and

Whereas, it is desirable for the **Commission** to improve fishing access at Wildwood Park, which is owned and controlled by the **City**; and

Whereas, it is desirable for the **City** to maintain, improve, and increase recreational opportunities for the public by cooperating with the **Commission** to improve public fishing access at Wildwood Park;

Now, therefore, in consideration of the mutual advantages likely to result from this Agreement and the respective obligations assumed herein,

A. The COMMISSION agrees to:

1. Design and construct a public fishing access area that includes an accessible concrete sidewalk and floating fishing pier at a mutually agreed upon site in Wildwood Park on Barber Creek (adjacent to the Tar River), all of which is referred to herein as “Fishing Access Area”;
2. Manage the construction of the Fishing Access Area;
3. Apply, receive and comply with any necessary permits for the construction of the Fishing Access Area;
4. Provide construction drawings of the Fishing Access Area for review, revision and approval by the **City** prior to construction;
5. Provide construction materials (*e.g.*, stone, hardware, gravel, concrete, lumber, etc.) for the construction of the Fishing Access Area;
6. Provide necessary personnel for the construction of the Fishing Access Area;

7. Provide an invoice to the City once the construction of the Fishing Access Area is completed;
8. Reasonably assist with public awareness of the Fishing Access Area by posting information related to the site on the Commission webpage and providing and installing a kiosk and signage identifying the site as a public fishing access area; and
9. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with this Agreement including those of federal, federal uniform guidance, state, and local agencies having jurisdiction and/or authority.

B. The CITY agrees to:

1. Permit **Commission** personnel engaged in planning, construction, or post-construction of the Fishing Access Area access to the site location;
2. Provide reasonable access to the parcel of land necessary to complete the project. **City** shall retain title in fee to parcel;
3. Be solely responsible for any work-related items outside of the scope of work to be provided by the **Commission**, including, but not limited to, utility relocations, asphalt addition and landscaping;
4. Contribute twenty thousand dollars (\$20,000) in funding to the construction of the Fishing Access Area within thirty (30) days after an invoice has been issued by the **Commission**;
5. After construction is completed, be responsible for the Fishing Access Area, including but not limited to repairs, sediment removal, restriping, board replacement(s) or shoreline stabilization repairs;
6. Maintain the grounds surrounding the Fishing Access Area, including but not limited to keeping the grass mowed at regular intervals year-round and removing litter regularly;
7. Reasonably ensure that the **Commission** is recognized in all press releases, brochures and advertisements developed by the **City** with regard to visitation and use of the Fishing Access Area;
8. Provide any potential signs regarding the Fishing Access Area for posting on the kiosk at Wildwood Park to the **Commission** for review, revision, and approval prior to installation;
9. Take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability; and
10. Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with this

Agreement including those of federal, state, and local agencies having jurisdiction and/or authority.

C. It is mutually agreed that:

1. The “Wildwood Park Public Fishing Access Area” is the formal name of the public fishing access area;
2. The purpose of the access area is to provide public access for fishing. It is unlawful to use any public access area for purposes other than fishing as stated in 15A NCAC 10E.0104(b).
3. All constructed elements at the Fishing Access Area shall become the property of the **City** after construction is completed;
4. The Fishing Access Area shall be open to the public with no closure of the site except for repair purposes, emergency situations, limited special uses which have received a Special Use Permit from the **Commission**, or best management practices as determined by the **Commission**;
5. The Parties shall include the Fishing Access Area on patrols of **Commission** Wildlife Enforcement Officers and **City** law enforcement.
6. Nothing in this Agreement shall obligate either Party to any conditions not specifically stated herein;
7. This Agreement shall become effective as soon as it is signed and dated by both Parties and shall continue in effect for twenty-five (25) years from the date of signing;
8. Either Party may terminate its involvement in this Agreement by written notice to the other at least ninety (90) days in advance of the date on which termination is to become effective.
9. During and after the term hereof, the State Auditor and anyone using the agency’s internal auditors shall have access to persons and records related to this Agreement to verify accounts and data affecting fees or performance under the Agreement, as provided in G.S. 143-49(9).
10. This Agreement and any documents incorporated specifically by reference represent the entire Agreement between the Parties and supersede all prior oral or written statements or agreements;
11. This Agreement may be amended only by a written amendment duly executed by the **Commission** and the **City**;
12. The failure to enforce or the waiver by either Party of any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach, or default on any subsequent occasion or instance;

13. Neither Party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts (unless such failure or refusal results from the failure of a Party to discharge or fulfill a contractual obligation), civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God;
14. The place of this Agreement, its situs and forum, shall be North Carolina, where all matters, whether sounding in Contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
15. This Agreement is made under and shall be governed, construed and enforced in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules.
16. Notwithstanding any other term or provision in the Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or other State or federal constitutional provision or principle that otherwise would be available to the State under applicable law.
17. 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.
18. Title VI Non-Discrimination: The Parties, their assignees and successors in interest, agree that in the performance of these services that they shall comply with the requirements of Title VI of the Civil Rights Act of 1964 and other pertinent Nondiscrimination Authorities, as cited in **Attachment A** to this Agreement, and they will not discriminate in their hiring, employment, and contracting practices with reference to political affiliation, genetic information, sexual orientation, age, sex, race, color, religion, national origin, handicap, or disability.

[Signatures on the following page]

In witness whereof, the Parties hereto have executed this Agreement the day and year of the last signatory.

Approved and agreed to:

N.C. Wildlife Resources Commission

M. Kyle Briggs, Executive Director Date
NCWRC

Gary Gardner, Chief Date
Engineering Division

City of Greenville

PJ Connelly, Mayor Date
City of Greenville

ATTEST

Valerie Shiuwegar, City Clerk Date
City of Greenville

Approved as to form:

Emanuel D. McGirt, City Attorney Date

PRE-AUDIT CERTIFICATION:

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

Jacob Joyner, Director of Financial Services

Date

Account: 060-04-40-51-000-000-534005-21004

Title VI of the Civil Rights Act of 1964
Nondiscrimination Provisions, Appendices A & E.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1) Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, creed (religion), low-income, limited English proficiency, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or

the USDOT to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the USDOT, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- (a) withholding payments to the contractor under the contract until the contractor complies; and/or
- (b) cancelling, terminating, or suspending a contract, in whole or in part.

(6) Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the USDOT may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

- I. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority

populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq);
- Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity).



City of Greenville, North Carolina

Meeting Date: 01/09/2025

Title of Item: Resolution Approving an Interlocal Agreement with Pitt County for Debris Removal from the Tar River

Explanation: In August and September of 2024, the City of Greenville experienced strong storms that caused numerous large trees to fall into the Tar River. These downed trees present several challenges, including risks to watercraft navigation, accumulation of trash, and bank instability, which can lead to soil erosion. Additionally, the presence of these trees may negatively affect floodwater flow, potentially impacting nearby properties.

Several of the fallen trees are located on City-owned properties. In the past, Pitt County Government and the Pitt Soil & Water Conservation District have partnered with the City to address similar issues, including the removal of trees hanging in the river and adjacent waterways, most recently in 2021.

Pitt County has once again offered its assistance to help remove the trees from the Tar River, continuing their valuable support in maintaining the river's health, safety, and functionality.

Attached is a resolution approving an interlocal agreement with Pitt County for debris removal from the Tar River.

Fiscal Note: No fiscal impact.

Recommendation: Approve the attached resolution approving an interlocal agreement with Pitt County to grant permission to the County and their contractors to enter and access the specified City-owned properties for the purpose of performing snagging services along the Tar River.

ATTACHMENTS

- [RESOLUTION FOR INTERLOCAL AGREEMENT WITH PITT COUNTY - DEBRIS REMOVAL FROM TAR RIVER \(002\).pdf](#)
- [2025 Tar River Snagging Interlocal Agreement.pdf](#)

RESOLUTION NO. ___- 25

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE
APPROVING AN INTERLOCAL AGREEMENT WITH PITT COUNTY RELATING TO
DEBRIS REMOVAL FROM THE TAR RIVER

WHEREAS, Part 1 of Article 20 of Chapter 160A of the North Carolina General Statutes empowers the City of Greenville and County of Pitt to enter into an interlocal agreement in order to execute an undertaking whereby a unit of local government exercises any power, function, public enterprise, right, privilege, or immunity either jointly with or on behalf of another unit of local government;

WHEREAS, the City desires assistance with debris removal from the Tar River within the jurisdiction of the City;

WHEREAS, the County has received grant funding for debris removal from waterways in Pitt County, including locations along the Tar River within the jurisdiction of the City; and

WHEREAS, North Carolina General Statute § 160A-461 provides that an interlocal agreement shall be ratified by resolution of the governing body of each unit spread upon its minutes.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that the Interlocal Agreement by and between the City of Greenville and Pitt County be and is hereby approved, said Agreement giving County permission to enter and access Pitt County Parcels 86710 (Wildwood Park), 28893, 52993, 19070 (River Park North Property), 20805, 40258, 33691, 17257, 28892 (City Property), 29263 (Port Terminal Boat Ramp), and 23797 (Town Common Boat Ramp) for the purpose of snagging, pulling and holding debris from the Tar River.

BE IT FURTHER RESOLVED by the City Council of the City of Greenville that the City Manager be and is hereby authorized to execute the aforementioned Interlocal Agreement for and on behalf of the City of Greenville.

This the 9th day of January, 2025.

PJ Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

Interlocal Agreement between Pitt County and City of Greenville

This Interlocal Agreement is made this ____ day of _____, 2025 between Pitt County, North Carolina (hereinafter "County") and the City of Greenville, North Carolina (hereinafter "City").

WITNESSETH:

WHEREAS, County has received grant funding for debris removal from waterways in Pitt County, including locations along the Tar River within the jurisdiction of City;

WHEREAS, City is the owner of properties identified as Pitt County Parcels 86710 (Wildwood Park), 28893, 52993, 19070 (River Park North Property), 20805, 40258, 33691, 17257, 28892 (City Property), 29263 (Port Terminal Boat Ramp), and 23797 (Town Common Boat Ramp); and

WHEREAS, City has agreed to grant permission to County to access City property to assist with debris removal along the Tar River;

NOW THEREFORE, the parties hereby agree as follows:

1. County shall be permitted to enter and access Pitt County Parcels 86710 (Wildwood Park), 28893, 52993, 19070 (River Park North Property), 20805, 40258, 33691, 17257, 28892 (City Property), 29263 (Port Terminal Boat Ramp), and 23797 (Town Common Boat Ramp) for the purpose of snagging, pulling and holding debris from the Tar River.

2. All work shall be done by Pitt Soil & Water Conservation District or their contractor or designee, and said work shall be performed with reasonable care for the City properties referenced herein.

3. There shall be no cost to City for snagging services along the Tar River within the City.

4. In consideration for the work to be done within the City, City releases County, Pitt Soil and Water Conservation District, and their officers, employees, contractors and designees, from any and all claims, loss, liability, demands, damages or any other financial demands that may be alleged or realized by City arising in any way from acts or omissions related to work covered in this Interlocal Agreement. Likewise, County and Pitt Soil and Water Conservation District release City, and its officers, employees, contractors and designees, from any and all claims, loss, liability, demands, damages or any other financial demands that may be alleged or realized by County arising in any way from acts or omissions related to work covered in this Interlocal Agreement.

5. This Interlocal Agreement shall become effective upon signing and shall continue until June 30, 2025. Thereafter, it may be renewed upon written agreement of County and City.

IN WITNESS WHEREOF, the parties hereto have executed this Interlocal Agreement the day and year indicated above.

City of Greenville:

County of Pitt:

Michael Cowin, City Manager

Janis Gallagher, Pitt County Manager

Approved as to form:

Emanuel D. McGirt, City Attorney

R. Matthew Gibson, County Attorney



City of Greenville, North Carolina

Meeting Date: 01/09/2025

Title of Item: HOME Investment Partnerships Fund Commitment for Multi-Family Rental Housing Development Extension

Explanation: On April 11, 2024, affordable housing funding requests were presented during the City Council meeting. Affordable housing remains a priority under the adopted **2023 Consolidated Plan**. The City of Greenville has historically partnered with developers by allocating HOME program funds to support projects utilizing the **NC Low-Income Housing Tax Credit (LIHTC)** program. Since 2010, these partnerships have produced over **272 units of affordable housing**.

On **February 13, 2024**, Housing staff issued a **Request for Proposals (RFP)** for supplemental funding to support developers applying for the 2024 NCHFA competitive LIHTC cycle. The City received **three applications**, though **Wallick Asset Management, LLC** withdrew its submission. The remaining proposals are summarized below:

1. The Taft-Mills Group

- **Location:** 2690 Dickinson Avenue
- **Development Details:**
 - 100% of units will be available to households earning at or below **60% Area Median Income (AMI)**.
 - Example: A family of four at 60% AMI earns **\$49,500 annually**.
- **Unit Mix:**
 - 12 one-bedroom units
 - 24 two-bedroom units
 - 12 three-bedroom units
- **Rent Ranges:** \$475 - \$995
- **Set-Aside for Vulnerable Populations:** 10% (5 units) reserved for populations at **higher risk of homelessness**.

- **Funding Request:** \$500,000 (Forgivable loan over 20 years contingent on maintaining affordability).

2. Surber Development and Consulting, LLC

- **Location:** 2433 Dickinson Avenue
- **Development Details:**
 - 100% of units will be available to households earning at or below **60% Area Median Income (AMI)**.
- **Unit Mix:**
 - 6 one-bedroom units
 - 20 two-bedroom units
 - 14 three-bedroom units
- **Rent Ranges:** \$450 - \$995
- **Set-Aside for Vulnerable Populations:** 10% (4 units) reserved for populations at **higher risk of homelessness**.
- **Funding Request:** \$500,000 (Forgivable loan over 20 years contingent on maintaining affordability).

Both proposals align with the City’s affordable housing priorities and long-term goals. While **The Taft-Mills Group** and **Surber Development and Consulting, LLC** were not selected for 2024 funding, they intend to **resubmit applications for consideration in the 2025 funding cycle**.

Fiscal Note: \$1,000,000 in HOME funds are available. Funds would be awarded up to \$500,000 for any application successful with the NCHFA.

Recommendation: Staff recommends that City Council extend and reissue letters of support with a commitment up to \$500,000 for each development.



City of Greenville,
North Carolina

Meeting Date: 01/09/2025

Title of Item: Authorization to Apply for Assistance to Firefighters Grant to Fund Technical Rescue Training and Purchase Defibrillators and Thermal Imaging Cameras

Explanation: The Federal Emergency Management Agency provides Federal funding opportunities each year to fire departments across the country to increase the safety of firefighters. Greenville Fire/Rescue requests to apply for an Assistance to Firefighters Grant (AFG) to purchase defibrillators and thermal imaging cameras, and to fund increased technical rescue training.

Fiscal Note: The proposed grant total is \$867,109 and the Federal AFG award would be \$788,280.91. The City of Greenville's 10% grant match would be \$78,828.09 from the Fire/Rescue allocated budget.

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



City of Greenville, North Carolina

Meeting Date: 01/09/2025

Title of Item: Authorization of Lease/Purchase Agreement for Replacement/New Golf Course Maintenance Equipment

Explanation: Bradford Creek Public Golf Course is currently managed by Indigo Sports, LLC. Indigo Sports, LLC has been working with City staff to replace several pieces of equipment and acquire new equipment to ensure the current maintenance standards at the course continue. In the past two years, the golf course conditions have received very positive feedback from customers. The replacement of current equipment, and the acquisition of new equipment, will help staff continue this level of maintenance in the future.

The lease period is 59 months with monthly payments \$4,539.71, with a \$1 buyout at the end of the lease. The lease/purchase agreement contains a "non-appropriation clause" for governmental entities so the City can be released from the lease/purchase if funds are not appropriated that would allow its continuance.

The equipment included in this lease is one (1) Greensmaster 3150-Q mower, one (1) Reelmaster sweeper, one (1) Groundsmaster 4700 mower, and one (1) debris blower.

Fiscal Note: Cost of the lease is \$4,539.71 per month with option to purchase for \$1.

Funds are available in the approved Fiscal Year Expense Budget presented by Indigo Sports, LLC for the management of Bradford Creek Public Golf Course.

Recommendation: Authorize the City Manager to approve and sign the attached lease agreement with Huntington Bank for golf course maintenance equipment for \$4,539.71 per month, for 59 months.

ATTACHMENTS

- [Equipment Signed Quote.pdf](#)
- [City of Greenville Huntington Lease Docs - Maintenance Equipment.pdf](#)

SMITH TURF & IRRIGATION

EQUIPMENT QUOTATION

Quoted To:
Bradford Creek Golf Club



Quoted From:
Charlotte Office
4355 Golf Acres Dr
Charlotte, NC 28208

Account Executive: Brett Sullivan
919-218-3713

Qty	Model	Description	Unit Price	Extended
1	04358	Greensmaster 3150-Q	\$48,465.70	\$48,465.70
3	04652	8 Blade Cutting Unit		
3	120-9600	High HOC Kit		
3	105-5740	Lift Hook (Spare Cutting Units Only)		
3	04256	Wide Wiehle Roller (One roller)		
3	04479	Thatching Reel (Set of 1)		
1	04554	Light Kit - LED		
3	04257	Full Roller (One Roller)		
1	44552	<i>Pro Force Debris Blower</i>	\$10,008.45	\$10,008.45
1	03821	<i>Reelmaster 3575-D</i>	\$65,200.03	\$65,200.03
5	03641	11-Blade (Fsr) Forward Swept Reel Edgeseries		
1	03408	7 Inch Powered Rear Roller Brush		
1	30669	Universal Sunshade, White		
1	30887	<i>Groundsmaster 4700</i>	\$102,344.45	\$102,344.45
7	30836	Leaf Mulching Kit		
7	107-0235-03	Atomic Blade (27 Inch)		
1	30669	Universal Sunshade, White		
1	03247	Operator Cooling Fan		
1	03248	Universal Sunshade Switch Panel		
1	138-2995	Power Harness Kit		

Payment Options:

59 Month CSC \$1 Buyout Payment: \$4,613.04 Per Month Plus Sales Tax

Sourcewell Contract #031121-TTC
Troon National Account Discount Pricing
Price Does Not Include Sales Tax

Payment Terms: Net 10th Prox (Upon Credit Approval)

Due to Worldwide Supply Chain Volatility, Some Orders May Experience Price Increases Beyond the Control of STI and Our Vendors. Price Adjustments May Be Required Between the Time of Order and Delivery. STI Will Communicate any Changes to Customers as They Occur. STI will guarantee that any increase will not exceed 10% of the original order price.

Sub Total \$226,018.63
Est. Sales Tax
Total \$226,018.63

Quote Prepared By: Brett Sullivan

Date: 7/19/2023

Quote Accepted By: DocuSigned by:
Ann E. Wall
755C0B230C99432

Date: October 23, 2023

APPROVED AS TO FORM:

BY: DocuSigned by:
Emanuel D. McGirt
C9FE87BE66F8491...

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: DocuSigned by:
Byron Hayes
E3DE969519E5410... **DATE:** October 19, 2023
Byron Hayes, Director of Financial Services

ACCOUNT NUMBER _____

PROJECT CODE (IF APPLICABLE) _____



Amendment to Master Lease Agreement

The "Lease": Master Lease Agreement Number 646832L Dated September 3, 2024	Date: December 2, 2024
"Lessee"	
City of Greenville, 4950 Old Pactolus Road, Greenville, NC 27835	
"Lessor"	
The Huntington National Bank, 11100 Wayzata Blvd, Suite 700, Minnetonka, MN 55305	

All capitalized terms used but not defined in this Amendment shall have the meanings set forth or referred to in the Lease. Upon execution of this Amendment by Lessee and Lessor, the Lease is hereby amended as follows:

The **last** sentence of **Section 2** is hereby amended and **restated** as follows:

"Lessee agrees to pay Lessor a surcharge of up to \$30 or the maximum allowed under North Carolina law for any dishonored payment."

Except as specifically amended herein, all of the terms and conditions of the Lease shall remain in full force and effect and are hereby ratified and affirmed.

This Amendment dated as of the date first set forth above shall not be effective until signed by Lessor.

Lessor: The Huntington National Bank

By: _____

Title: _____

Lessee: City of Greenville

By: _____

Michael Cowin, City Manager

This "Master Lease": Master Lease Agreement Number 646832L Dated September 3, 2024	
"Lessee": City of Greenville, 4950 Old Pictolus Road, Greenville, NC 27835	
Fax:	E-mail: dvestal@greenville.gov
"Lessor": The Huntington National Bank, 11100 Wayzata Blvd, Suite 700, Minnetonka, MN 55305	
Fax: 319-833-4577	E-mail: customerservice@financediv.com

Terms and Conditions -- READ CAREFULLY BEFORE SIGNING

The Huntington National Bank ("Lessor") and Lessee hereby enter into this Master Lease to establish the terms and conditions that will govern Equipment purchases and Equipment Schedules (each a "Schedule") that Lessor may finance for Lessee. Each Schedule shall be considered a separate lease pursuant to the terms of this Master Lease. The term "Lease" as used herein shall mean a Schedule incorporating therein the terms and conditions set forth in this Master Lease. In the event of a conflict between the terms of any Schedule and the terms of this Master Lease, the terms of the Schedule shall control. The Equipment, payment terms, and other pertinent information will be set forth in each Schedule. Lessee understands that among other factors, its current ownership forms part of the basis for extending credit under this Master Lease. Lessee agrees to immediately advise Lessor if there is any adverse change in Lessee's financial condition during the term of this Master Lease. Capitalized terms have the meaning given to them in this Master Lease or in a Schedule.

1. LEASE: These Terms and Conditions apply to all Leases entered into between Lessor and Lessee. Each Lease will cover the equipment, fixtures, inventory, goods and software, as such terms are defined under the Uniform Commercial Code ("UCC"), described in the applicable Schedule, together with all replacements, replacement parts, repairs, returns, substitutions, additions, accessories, and accessions incorporated therein or attached thereto (collectively, the "Equipment"). The parties intend each Lease that is in substance a lease to be a "finance lease" under Article 2A of the UCC. Pursuant to Article 2A, Lessee is entitled to the promises and warranties, including those of any third party, provided to Lessor by the Equipment supplier. Lessee may communicate with the supplier of the Equipment and receive an accurate and complete statement of said promises and warranties, including any disclaimers and limitations of them or of remedies.

2. PAYMENTS: Lessee agrees to pay Lessor rental payments during the initial Lease term as specified in the applicable Schedule. Unless otherwise noted in a Schedule, the initial term rental payments are due monthly, beginning on the date designated by Lessor, and continuing on the same day of each month thereafter for the number of months shown in the Schedule. Lessee shall also pay a partial/interim payment in the amount equal to 1/30 of the monthly rental payment for each day between the dates Lessee accepts the first item of Equipment under a Lease until the due date of Lessee's first Lease rental payment, payable on such rental payment date. Security deposits are refundable provided all Lessee's obligations under a Lease have been fulfilled. Security deposits may be commingled with payments and do not earn interest. Lessee understands that the rental payment shown on a Lease is based on an estimate of the Total Cost (as such amount is stated on any applicable Schedule) Lessor must pay for the Equipment, including but not limited to any delivery and installation charges. Lessee agrees that Lessor may adjust the periodic rental payment under a Lease up to 10% to reflect any additional costs incurred by entering into a Lease. Lessor agrees to provide Lessee written notice detailing any such additional costs. Lessee agrees to pay Lessor a surcharge of up to \$30 or the maximum allowed under Minnesota law for any dishonored payment.

3. DISCLAIMER OF WARRANTIES: THE EQUIPMENT IS BEING LEASED IN "AS IS" CONDITION. LESSEE AGREES THAT LESSOR IS NOT THE MANUFACTURER OR SUPPLIER OF THE EQUIPMENT. LESSEE HAS SELECTED THE EQUIPMENT BASED UPON ITS OWN JUDGMENT AND ACKNOWLEDGES THAT LESSOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, DIRECT OR INDIRECT, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, DESIGN, OPERATION, PERFORMANCE, OR CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, FITNESS FOR USE FOR ANY PARTICULAR PURPOSE, OR OTHERWISE.

4. NO AGENCY: Lessee understands and agrees that neither the manufacturer nor supplier of the Equipment, nor any sales representative or other agent of manufacturer or supplier, nor any broker or other person have authority to act on behalf of the Lessor unless expressly set forth in this Master Lease.

5. TAXES: Lessee agrees to comply with all laws, regulations, and orders relating to each Lease, this Master Lease, and the Equipment. Lessee agrees to pay all taxes, fees, and governmental charges related to this Master Lease, a Lease, or the Equipment, which may now or hereafter be imposed. If Lessor pays any of the above for Lessee, Lessee agrees to reimburse Lessor on demand, plus interest, at a rate of up to 18% per annum, but in no event more than the maximum rate permitted by law. Lessor shall not be obligated to contest any valuation of or tax imposed on the Equipment, this Master Lease, or a Lease. At Lessor's option, Lessor may reasonably estimate personal property taxes that will be assessed against the Equipment during each succeeding tax year. Lessee agrees to remit to Lessor such estimates when billed. Any such amounts remitted to Lessor shall be credited by Lessor against Lessee's obligations under this paragraph. Lessee will remain obligated in the event such amounts are insufficient to fully pay the amount of any tax actually assessed. At Lessor's sole discretion, any surplus will be either credited to Lessee's other obligations or returned to Lessee, if requested. Upon request by Lessor, Lessee agrees to timely file on Lessor's behalf, all requested tax returns and reports concerning the Equipment in form satisfactory to Lessor, with all appropriate governmental agencies and to mail concurrently a copy to Lessor a copy of the same. The obligations arising under this paragraph shall survive payment of all other obligations herein and the cancellation or termination of this Master Lease and/or a Lease.

6. USE; INSPECTION: Lessee agrees that the Equipment will be used lawfully and for business purposes only and that it will be operated in accordance with applicable manufacturer's instructions. Lessee shall maintain the Equipment in good repair and working order, at Lessee's sole expense. Lessor shall have the right during normal business hours to enter upon Lessee's premises for the purpose of confirming the condition and proper maintenance of the Equipment. The Equipment shall be and remain based at the location noted on the applicable Schedule, but may be temporarily relocated elsewhere in the ordinary course of Lessee's business. At Lessee's own cost and expense, Lessee will keep the Equipment eligible for any manufacturers' certification, in compliance with all applicable laws and in good condition, except for ordinary wear and tear. Lessee will not make any alterations, additions or replacement to the Equipment without Lessor's prior written consent. All alterations additions and replacement will become part of the Equipment and Lessor's property at no cost or expense to Lessor. Unless Lessee purchases the Equipment in accordance with a Lease, at the end of a Lease, Lessee must immediately deliver the Equipment to Lessor in as good condition as when Lessee received it, except for ordinary wear and tear, to any place in the United States that Lessor designates. In addition, Lessee agrees that the Equipment being returned must meet

the Standard Equipment Return Conditions as defined in this Master Lease. Lessee must pay all expenses of de-installing, crating, shipping, and Lessee will insure the Equipment for its full replacement value during shipping.

7. EXCESS USAGE AND SUPPLEMENTAL RENTALS (APPLICABLE TO TURF CARE AND MAINTENANCE EQUIPMENT ONLY):

At the end of the initial rent payment period, Lessee shall remit to Lessor \$5.00 per hour on each item of Equipment that has hourly use in excess of the maximum hours per year indicated on the applicable Schedule. Lessee shall remit such amounts within ten (10) days of Lessor's written demand. The hours of use of an item of Equipment shall be determined by the hour meter attached to said item of Equipment, provide that such meter remains operable and accurate. If any such hour meter becomes inoperable or inaccurate, Lessee shall immediately repair or replace same, and shall immediately notify Lessor in writing of such event and of the correct hours of usage of the Equipment during the period of time the hour meter was inoperable or inaccurate. Lessee shall promptly furnish Lessor such information as Lessor may reasonably request from time to time in order to document the hours of usage of the Equipment.

8. STANDARD EQUIPMENT RETURN CONDITIONS: A. Notwithstanding anything to the contrary in this Master Lease or a Lease, and in addition to the terms and conditions contained herein, Lessee shall, at Lessee's sole cost and expense, return all, (not part) of such Equipment to Lessor's designee immediately upon expiration of the initial Lease term and with respect to each item of Equipment, as applicable, the following must be true: *All safety equipment must be in place and meet applicable federal, state and other governmental standards. *All covers and guards must be in place with no sheet metal, plastic or cowling damage. *All parts, pieces, components and optional equipment must be present, installed and operational. *All accessories shall be returned in proper order. *All motors shall operate smoothly without overheating and shall have good bearings and bushings. *All electronic controls shall operate per manufacturers' specifications. Controls which bypass normal operations shall be repaired at Lessee's expense. *All electrical systems shall be able to provide electrical output as specified by the manufacturer. *All batteries shall be in good, safe operating condition with no dead cells or cracked cases. Batteries shall hold a charge and provide adequate power to operate the Equipment. *All Equipment shall have serviceable tires, with 50% remaining tread, retaining proper air pressure, and without repair patches. *All oil and grease seals must contain lubrication in the manufacturer's designed reservoir. *All Equipment must have a relatively clean appearance. *All Equipment must be free from excessive wear necessitating major component repair or replacement caused by lack of recommended maintenance detailed in Equipment operation/maintenance manuals. *All Equipment shall be free from structural damage or bent frames. *Any usage or metering devices must not have been altered in any way. *All Equipment attachments, if any, must be in good operating condition. *All hydraulic cylinders must not be bent, nicked, gouged or leaking. *Any Equipment with reel cutting units shall be returned within standard service life specifications, defined as the factory reel diameter, less 0.5 inches (5 inch reels) and 0.4 inches for any larger diameter reels. *If the Equipment is an electric golf car, then in addition to the other Standard Equipment Return Conditions: (i) the golf car must be able to transport two (2) people and their golf clubs; (ii) all batteries and battery terminals must be clean, free of corrosion and have proper battery water levels; and (iii) each golf car must include operable battery chargers. B. **Return Performance:** Each item of Equipment must be able to complete the following tests: *Operate normally in forward and reverse directions through all its speed ranges or gears. *Steer normally right and left in both forward and reverse. *Have all functions and controls work in a normal manner. *Be able to stop with its service brakes in a safe distance in both forward and reverse. *Operate without leaking any fluids. *Perform its designed functions in a satisfactory manner. *All cutting units (if applicable) must be able to lower, turn on, run, raise and shut off as they are designed to do. C. **Required Purchase:** If any item of Equipment is damaged or does not meet the standards set forth above for the return condition of such Equipment or if Lessee fails to discharge Lessee's obligations set forth under this Master Lease and/or a Lease with regard to any item of Equipment, Lessee shall remit to Lessor, immediately upon demand, the Stipulated Loss Value of such item of Equipment. The "Stipulated Loss Value" for particular Equipment shall be an amount equal to: (i) the total of all monthly payments and other amounts, if any, due under the Lease with respect to such Equipment as of the date of payment of the Stipulated Loss Value, plus (ii) all future payments under the Lease with respect to such Equipment, plus (iii) the greater of (A) the then estimated FMV (as hereafter defined) of such Equipment as of the end of the initial Lease term for such Equipment (assuming no loss or damage), or (B) the estimated residual value of such Equipment at the end of the initial Lease term, as set forth in Lessor's books and records.

9. EVENTS OF DEFAULT: Any of the following constitute default under a Lease: (1) Lessee fails to pay any sum due Lessor under such Lease; (2) Lessee fails to observe or perform any term or condition of this Master Lease or such Lease; (3) Lessee encumbers or disposes of the Equipment subject to such Lease without Lessor's written consent; (4) The filing by or against Lessee, any guarantor of Lessee's obligations to Lessor ("Guarantor") of a petition under the Bankruptcy Code or any other insolvency law; (5) The voluntary or involuntary commencement of any formal or informal proceeding for dissolution, liquidation, settlement of claims against or winding up of Lessee's or a Guarantor's affairs, or Lessee or a Guarantor, if applicable, ceases doing business as a going concern; (6) Any representation or warranty made by Lessee or a Guarantor in connection with this Master Lease or such Lease proves to have been materially misleading; (7) Lessee or any Guarantor shall divide or shall consolidate with, merge into or transfer all or substantially all its assets to another entity or individual; (8) Lessee is in default under any other Lease, contract or agreement with Lessor; or (9) any Guarantor repudiates or attempts to revoke any guaranty of Lessee's obligations to Lessor.

10. REMEDIES: Upon an occurrence of default under a Lease, Lessor may exercise one or more of the following remedies: (1) Declare due, sue for, and receive from Lessee the sum of all payments and other amounts then due and owing under this the Lease, plus (a) the present value of the sum of payments for the unexpired term of the Lease, discounted at the rate of 3% per annum, and (b) the anticipated value of the Equipment at the end of the initial payment term or applicable renewal term of the Lease, as set forth in Lessor's books and records (but in no event less than 15% of the Total Cost (as such amount is stated on any applicable Schedule)), or (c) at Lessor's sole option, in lieu of (a) and/or (b) above, the accelerated balance of payments for the unexpired term of the Lease; (2) Accelerate the payments of any other agreement or Lease between Lessee and Lessor in the same manner as set forth in clause (1) above; (3) Require Lessee to return the Equipment at its own expense to any reasonable location Lessor designates; (4) Cancel or terminate the Lease or any other Lease or agreement between Lessee and Lessor; (5) Charge and collect from Lessee all other amounts due and owing under this Master Lease; (6) Charge Lessee interest on all monies due hereunder from and after the date of default at the rate of 18% per annum, compounded monthly until paid in full, but in no event more than the maximum rate permitted by law; (7) Charge Lessee (A) an administrative fee to offset collection expenses on any delinquent payment, of \$25.00 or an amount of up to 10% of the payment amount that is past due, whichever is greater, but in no event more than allowed by applicable law, and (B) the fees and expenses of any collection agency or attorneys employed by Lessor to collect said payments. In addition, Lessor may use any other remedies available to it under applicable law.

These remedies will be applied, to the extent allowed by law, cumulatively. No delay in exercising any right or remedy shall operate as a waiver of any right or remedy or modify the terms of a Lease. A waiver of default shall not be construed as a waiver of any other or subsequent default. In addition to all of its other rights and remedies Lessee agrees to pay Lessor all costs and expenses, including attorneys' fees, incurred by Lessor in exercising or attempting to exercise any of its rights or remedies. If a Lease is deemed to create a security interest, remedies will include those available under Article 9 of the UCC.

11. LOSS OR DAMAGE: Lessee shall bear all risk of loss associated with an item of Equipment, including the theft, destruction, or damage. No such loss shall relieve Lessee from any of its obligations under this the applicable Lease. In the event of any loss with respect to any particular Equipment, Lessee shall, at Lessor's option: (a) place such Equipment in good repair, condition and working order, or: (b) replace such Equipment with

like equipment (of the same year, make, model and accessories) in good repair, condition and working order, or (c) pay to Lessor the Stipulated Loss Value of such Equipment.

12. INSURANCE: Lessee shall keep in effect an "all risk" extended coverage property insurance policy covering the Equipment for an amount not less than its replacement cost. In addition, Lessee must carry comprehensive general liability (property damage and bodily injury) insurance. Such policies shall be in form, amount, and with insurers acceptable to Lessor. The property insurance policy shall name Lessor as loss payee thereof as Lessor's interests may appear, and the general liability policy shall name Lessor as an additional insured. Each policy shall provide for no less than thirty (30) days' prior written notice of cancellation or non-renewal to Lessor and that such policy shall not be invalidated as against Lessor for the violation of any term of the policy by Lessee. Lessee shall furnish to Lessor evidence satisfactory that such insurance coverage is in effect, provided, however, that Lessor shall be under no duty either to ascertain the existence of or to examine such insurance policy or to advise Lessee if such insurance coverage does not comply with the requirements hereof.

Any insurance proceeds received with respect to the Equipment will be applied, at Lessor's option, to repair, restore, or replace the Equipment or to pay amounts due and owing under this Master Lease and/or a Lease. Any proceeds from a general liability policy shall be made payable first on behalf of Lessor to the extent of its liability, if any. All insurance policies carried by Lessee, whether primary or excess, shall be primary as to any policies maintained by Lessor. Nothing in this paragraph shall relieve Lessee of its duty to procure required insurance.

13. PURCHASE OPTION; RETENTION OF EQUIPMENT: At the end of a Lease term, or appropriate renewal term when applicable, and provided Lessee is not in default, Lessee shall have the option to purchase all (not part) of the Equipment subject to the Lease at the Purchase Option Price shown on the related Schedule, plus any applicable taxes. Unless the Purchase Option Price is \$1.00, Lessee must give Lessor at least 90 days' written notice before the end of the applicable term that Lessee will purchase the Equipment or that Lessee will deliver the Equipment to Lessor. If Lessee does not give Lessor such written notice, or if Lessee does not purchase or deliver all of the Equipment in accordance with the terms and condition of this Master Lease and/or the Lease then the Lease will automatically convert to a month-to-month lease agreement. During any such renewal, the monthly rental payment will remain the same and all terms and conditions of this Master Lease and/or the Lease shall remain in full force and effect. If the Fair Market Value ("FMV") Purchase Option is available under the Lease, and Lessee has elected to exercise the FMV Option, Lessor will determine the Equipment FMV, on a retail, not wholesale, basis and otherwise in Lessor's sole discretion. Upon payment of the Purchase Option Price to Lessor plus any applicable taxes and other amounts due and owing in accordance with the terms of this Master Lease and/or the Lease, Lessor shall transfer its interests in the Equipment to Lessee "AS IS, WHERE IS" without any representations or warranties whatsoever.

14. APPOINTMENT OF ATTORNEY-IN-FACT: Lessee appoints Lessor, its successors and assigns, and Lessor's filing agent as Lessee's attorney-in-fact to cause this Master Lease, each Schedule thereto, and any other documents showing the interest of Lessor, including, but not limited to, UCC financial statements and/or certificate(s) of title, to be filed or recorded and to sign Lessee's name thereto. Upon the occurrence of either (i) Lessee not timely satisfying its obligation to obtain and maintain property and liability insurance as set forth in any Lease; or (ii) any casualty, loss, or damage to any Equipment pursuant to any Lease, Lessee appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of, and execute and endorse all documents, checks or drafts for loss or damage relating to the Equipment or any Lease under any insurance policy related thereto. Lessee hereby authorizes Lessor to make non-substantive changes to this Master Lease and each Schedule, including but not limited to Lessee's legal name. These appointments and authorizations are intended to be continuous. Nothing in this paragraph shall relieve Lessee of its duty to procure required insurance, to make timely insurance claims, and to otherwise cooperate with insurance carriers and Lessor in seeking insurance coverage and recoveries. Lessee also authorizes Lessor to add to a Lease, or make necessary corrections to, serial numbers or other forms of identification of the Equipment.

15. SECURITY AGREEMENT: Because this Agreement may be determined to create a security interest and not a lease, Lessor is hereby granted a security interest in all Equipment financed by or leased from Lessor, wherever located, whether now owned or hereafter acquired, and all returns, repossessions, substitutions, replacement parts, accessories, and accessions thereto and thereof, and all proceeds thereof. In this paragraph, terms used to designate collateral shall have meaning set forth in the UCC.

16. UNCONDITIONAL OBLIGATION: Lessee agrees to be unconditionally obligated to pay all payments and other amounts due hereunder no matter what happens, even if the Equipment is damaged or destroyed, if it is defective, if Lessee can no longer use it, or if the manufacturer or supplier ceases doing business or cannot service and/or support the Equipment, and irrespective of any right of set-off, counterclaim, defense, or other right which Lessee may have against Lessor or any other person.

17. INDEMNITY: Lessor is not responsible for any losses or injuries caused by the installation or use of the Equipment and Lessor shall not be liable for any specific performance of this Master Lease or a Lease, nor for any failure or delay in performance caused by circumstances beyond its control. Lessee agrees to indemnify and hold Lessor harmless from and against any and all claims, actions, proceeding, costs (including attorneys' fees), damages, and liabilities, including but not limited to any claim arising out of strict liability in tort, arising from or connected with the Equipment or its use, possession, operation, selection, delivery, installation, servicing needs, or transportation. The indemnities contained in this paragraph shall survive the cancellation or termination of each Lease and this Master Lease.

18. ASSIGNMENT: Lessee may not sublet, lend, assign, transfer (via merger, division, or otherwise), or pledge this Master Lease, any Lease, the Equipment, or any interest in any of them, or permit any lien or security interest thereon. Lessee acknowledges that Lessor may sell and/or assign, in whole or in part, its interest in any Lease and/or this Master Lease to one or more third parties without notice to Lessee. Each assignee shall be entitled to exercise all rights and remedies of Lessor with respect to any and all obligations assigned to such assignee, and all references herein to "Lessor" shall include Lessor's assignee, except that said assignee shall not be chargeable with any obligations or liabilities of Lessor hereunder. Any such assignment shall not impair the effectiveness or enforceability of this Master Lease or a Lease with respect to any interest that Lessor does not assign. Lessee agrees that in the event of any assignment by Lessor, and upon proper notice, it shall pay directly to Lessor's assignee, without abatement, deduction, or setoff, all amounts due under this Master Lease and/or the assigned Lease. Lessee further covenants and agrees that it will not assert against Lessor's assignee any defense, counterclaim or setoff on account of breach of warranty or otherwise in any action for payment or for possession brought by Lessor's assignee. Lessee also agrees to settle all mechanical, service, or other claims with respect to the Equipment directly with the Equipment manufacturer or supplier, and Lessee acknowledges that Lessor and Lessor's assignee(s) shall not be liable for such service or other claims.

19. NOTICES: Any written notice hereunder shall be deemed given when delivered personally, deposited with a nationally recognized overnight courier (with all fees pre-paid), delivered via facsimile or e-mail (with confirmation of transmission), or deposited in the United States mails, certified or registered mail, addressed to recipient at its address set forth above or such other address as may be substituted therefor by notice given pursuant to the terms hereof. Lessee hereby agrees that Lessor, including its vendors, service providers, partners, affiliates successors and assigns, may contact Lessee at any telephone number provided to Lessor, by placing voice telephone calls (including use of automatic telephone dialing systems or prerecorded voice messaging) or, in the case of wireless telephones or other wireless devices, by sending e-mail or automated (SMS) text messages.

20. GENERAL: This Master Lease shall inure to the benefit of and is binding upon the parties and their heirs, personal representatives, successors, and assigns. A Lease may not be amended except in writing signed by the parties, but Lessor may modify the Standard Terms and Conditions of this Master Lease at any time by delivery of written notice to Lessee. Any provision of this Master Lease or a Lease which is deemed unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining

provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. If any Lease is deemed to be intended as security, (i) it shall be construed so that interest, the applicable interest rate and other charges shall not exceed that allowed by applicable law, and any payment that otherwise would be deemed unlawful will be applied first to prepay principal and then refunded to Lessee; (ii) if Lessee is an individual and the principal amount hereof is \$100,000 or more, this Lease is made under Minn. Stat. Sec. 334.01; this Lease is made under Minn. Stat. Sec. 334.022 if Lessee is an "organization" as defined therein.

Lessee authorizes, and represents that all Lessee's principals have authorized, Lessor to obtain such credit bureau reports and make such other credit inquiries with respect to Lessee and such principals as Lessor deems appropriate throughout the term of any Lease. On written request, Lessor will identify any reporting agency used for such a report. Lessee shall execute and deliver to Lessor such other documents and provide such information, including information identifying the owners of Lessee and its affiliates and their respective ownership interests, as Lessor may reasonably deem necessary to comply with laws or regulations applicable to Lessor or Lessee, including laws and regulations requiring Lessor to obtain Lessee's certification of its beneficial owner(s) prior to making payment(s) to Lessee during or after the term of any Lease. Lessee agrees that Lessor may receive from and disclose to other persons including credit reporting agencies and respective equipment vendors, information about Lessee's accounts and credit experience. Lessee hereby authorizes any person to release to Lessor credit experience and account information relating to Lessee. These authorizations are intended to be continuous and shall survive the expiration, cancellation and/or termination of this Master Lease and/or a Lease.

Lessor complies with Sections 326 of the USA PATRIOT Act. This law mandates that Lessor verify certain information about Lessee while processing account applications. Lessee's exact legal name is as shown above and in the signature block, and: (i) if Lessee is an individual, such legal name is exactly as stated on Lessee's valid and unexpired state driver's license, or alternative state identification, issued by Lessee's primary state of residence ("Lessee State ID"); or (ii) if Lessee is a legal entity, such legal name is as stated on Lessee's applicable organizational documents; and Lessee will not change its legal name, will not change its chief executive office or state of organization (if a legal entity) or its principal residence (if an individual), and will not permit its Lessee State ID to expire, become invalid, or fail to be properly renewed, (if an individual) without, in each case, giving Lessor at least 30 days' prior written notice of any such event, and, at any time during the Lease, Lessee will, upon request of Lessor, provide copies of its Lessee State ID (if an individual) or applicable organizational documents (if a legal entity). Lessee, if an individual, is a citizen or lawful permanent resident of the United States. Time is of the essence with respect to performance under each Lease and this Master Lease. This Master Lease does not obligate Lessor, in any given instance, to make financing available to Lessee. The express intent of the Lessor and Lessee is that this Master Lease, each Schedule and any related documents ("Lease Documents") are valid and legally enforceable contracts between Lessee and Lessor notwithstanding any means of signature or signing, including manual or electronic signature, and copies/facsimiles/PDFs thereof. The Lessee hereby consents to the use of electronic signatures and represents and warrants that its electronic signature on any Lease Document shall be unconditionally valid and legally enforceable, and therefore, agrees to not contest, call into question or otherwise challenge the validity or enforceability of any electronic signature (or the authority of the electronic signer to sign) or raise any of the foregoing as a defense or counterclaim. Lessor and Lessee agree that the electronic version of any Lease Document that has been authenticated by Lessor and Lessee in accordance with applicable law and controlled by Lessor shall constitute the chattel paper original and authoritative version of the Lease Document; provided that if the "Paper Out" process shall have occurred, or if there shall simultaneously exist both the "Paper Out" printed version and an electronic version of the Lease Document, then the "Paper Out" printed version of the Lease Document bearing the legend "Original" applied by Lessor shall constitute the sole chattel paper original and authoritative version.

21. WAIVERS: LESSEE HEREBY WAIVES ANY RIGHT TO A JURY TRIAL OF ANY MATTER ARISING OUT OF OR IN ANY WAY ASSOCIATED WITH THIS MASTER LEASE OR A LEASE, INCLUDING BUT NOT LIMITED TO ANY CAUSE OF ACTION, CLAIM, COUNTER-CLAIM, OR CROSS-COMPLAINT IN ANY ACTION, PROCEEDING, OR HEARING, OR ANY REHEARING OR RETRIAL, WHETHER AT LAW OR IN EQUITY, TO WHICH LESSEE AND/OR LESSOR (OR ITS ASSIGNS) MAY BE A PARTY ON ANY MATTER WHATSOEVER BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATED TO OR CONNECTED WITH THIS MASTER LEASE, A LEASE, OR ANY OTHER INSTRUMENT EXECUTED IN CONNECTION WITH THIS MASTER LEASE OR A LEASE, OR ANY CLAIM OF INJURY OR DAMAGE, OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY LAW, STATUTE, OR REGULATION, EMERGENCY OR OTHERWISE, NOW OR HEREAFTER IN EFFECT. In addition, to the extent allowed by law, LESSEE HEREBY WAIVES ANY AND ALL RIGHTS AND REMEDIES GRANTED TO LESSEE BY ARTICLE 2A OR ARTICLE 9 OF THE UCC OR OTHER APPLICABLE LAW, INCLUDING BUT NOT LIMITED TO ANY RIGHT WHICH REQUIRES LESSOR TO SELL, LEASE, OR OTHERWISE USE ANY EQUIPMENT TO REDUCE LESSOR'S DAMAGES OR WHICH MAY OTHERWISE LIMIT OR MODIFY ANY OF LESSORS RIGHTS OR REMEDIES. The waivers set forth in this paragraph are willingly, knowingly, and voluntarily made.

22. GOVERNING LAW; VENUE OF LITIGATION: BY SIGNING THIS MASTER LEASE AND/OR A LEASE, LESSEE AGREES THAT THIS MASTER LEASE, AND ALL MATTERS ARISING FROM THIS MASTER LEASE, INCLUDING ALL INTEREST AND FINANCE CHARGES HEREUNDER, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, FEDERAL LAW AND, TO THE EXTENT NOT PREEMPTED BY FEDERAL LAW, BY THE LAWS OF THE STATE OF MINNESOTA (EXCLUDING CONFLICTS LAWS). LESSEE CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF STATE AND FEDERAL COURTS IN MINNESOTA. LESSOR OR ITS ASSIGNEE AT ITS SOLE DISCRETION MAY ENFORCE THIS MASTER LEASE OR A LEASE IN ANY STATE OR FEDERAL COURT HAVING LAWFUL JURISDICTION THEREOF.

By signing below, Lessee acknowledges having read this Master Lease and unconditionally agrees to its terms and conditions. This Master Lease constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior or contemporaneous negotiations, discussions, understandings or agreements concerning such subject matter. This Master Lease shall continue in full force and effect until such time as terminated in writing by Lessor. This Master Lease may not be amended, except as set forth herein.

Lessor: The Huntington National Bank By: _____ Title: _____

Lessee: City of Greenville By: _____ Michael Cowin, City Manager



The "Lease": Equipment Schedule Number 008-0646832-300 Dated September 3, 2024 to Master Lease Number 646832L Dated September 3, 2024			
"Lessee"			
City of Greenville, 4950 Old Pictolus Road, Greenville, NC 27835			
"Lessor"			
The Huntington National Bank, 11100 Wayzata Blvd, Suite 700, Minnetonka, MN 55305			
Number of Rental Payments	Amount of each Rental Payment	Advances	Purchase Option
59	\$4,539.71 (Plus any applicable taxes)	First: \$0.00 Last: \$0.00 Total: \$0.00	Mandatory Purchase \$1

TOTAL COST: \$226,072.64

EQUIPMENT LOCATION & DESCRIPTION:

MAXIMUM HOURS:

Bradford Creek Golf Club, 4950 Old Pictolus Road, Greenville, NC 27834: (1) Toro Groundsmaster 4700, (1) Toro Reelmaster 3575-D & (1) Toro Pro Force Debris Blower & (1) Toro Greensmaster 3150-Q together with all attachments and accessories thereto	N/A
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When signed by the parties hereto, this Equipment Schedule (this "Schedule") is entered into pursuant to and incorporates the terms of the Master Lease Agreement identified above (except as expressly modified by this Schedule) between Lessor and Lessee (the "Master Lease" and, together with this Schedule, this "Lease"). Said terms and conditions are by this reference incorporated herein as though fully set forth herein.

By signing below, Lessor and Lessee agree to the lease of the Equipment referenced above and on any schedule attached hereto, for the term and Lease rental payments specified above, and to the purchase option specified above. Lessee shall have accepted the Equipment for purposes of this Lease upon, at Lessor's option, either: (a) Lessee's verbal verification to Lessor that the Equipment has been delivered and is acceptable; or (b) Lessee's delivery of a signed delivery and acceptance certificate to Lessor. Lessee represents that any agent of Lessee who verifies delivery and acceptance of the Equipment, either verbally or in writing, has actual authority to do so. Lessee's acceptance shall be conclusive and irrevocable. In connection with said acceptance, Lessee requests that Lessor countersign this Lease and requests and hereby authorizes Lessor to pay the Equipment manufacturer/supplier. THIS LEASE SHALL BE NON-CANCELABLE.

The Rental Payments for this Lease have been indexed to the Swap Rate. "Swap Rate" means, as of the applicable date, the "ICE Swap Rate - USD Rates SOFR 1100" as published by Intercontinental Exchange, Inc. on its website, www.theice.com, for a similar term to the initial term of this Lease (or, if no rate is quoted for a particular maturity, a rate will be interpolated by Lessor based on similar maturities), for the date that is three (3) business days prior to the applicable date (or, if no rate is quoted for such date, the next business day for which such rate is quoted); or, if such index is no longer available or so published, the rate determined by Lessor under a similar successor index chosen by Lessor in its sole discretion. If such Swap Rate as of the date that the final item of Equipment under this Lease is accepted is more than the Swap Rate as of the date of this Schedule, Lessor may increase the Rental Payment accordingly, and Lessee hereby agrees to sign an amendment reflecting such increase.

If the above stated purchase option is either \$1.00, or an amount which indicates a mandatory lease purchase by which Lessor is financing Lessee's purchase of the Equipment, then notwithstanding anything in any Lease to the contrary, Lessee and Lessor hereby agree and acknowledge that Lessee owns and holds legal title to the Equipment and, pursuant to Section 15 of the Master Lease, grants to Lessor a security interest in the Equipment. Lessee represents, warrants and agrees with and to Lessor that Lessee will at all times own and hold good legal title to the Equipment, and Lessor will at all times hold a valid, perfected and enforceable first priority security interest in the Equipment and proceeds thereof.

If this Lease terminates or is cancelled prior to the end of the initial Lease term, then the Maximum Hours specified above shall be reduced pro rata based on the number of months remaining in the current year or initial Lease term, as applicable. If the Lease is renewed or extended, the Maximum Hours allowed during such renewal or extension shall be calculated pro rata based on the number of Maximum Hours specified above and the number of months of such extension or renewal.

This Schedule may, in Lessor's sole discretion, be delivered and/or reproduced by facsimile, optical scanning or other electronic means ("e-copy") and such e-copy or a printed version thereof shall be enforceable as an original and admissible as such in any court or other proceeding, provided that there shall be only one original of this Schedule and it shall bear the original ink or electronic signature of Lessor and be marked "Original." Each party's electronic signature on this Schedule shall be unconditionally valid and legally enforceable, and each party agrees not to contest the validity or enforceability of any electronic signature (or the authority of the electronic signer to sign). To the extent that this Schedule constitutes chattel paper (as that term is defined by the Uniform Commercial Code), a security or ownership interest intended to be created through the transfer and possession of this Schedule can be done only by the transfer of the "Original" bearing the original ink or electronic signature of Lessor; provided that, if the "Paper Out" process shall have occurred, or if there shall simultaneously exist both the "Paper Out" printed version and an electronic version of this lease, then the "Paper Out" printed version of such document bearing the legend "Original" applied by Lessor shall constitute the sole chattel paper original and authoritative version.



Lessee agrees to deliver to Lessor, on request, this Schedule bearing Lessee's original signature.

Lessor: The Huntington National Bank

By: _____

Title: _____

Lessee: City of Greenville

By: _____

Michael Cowin, City Manager

This Lease is not binding until countersigned by Lessor.

PRE-AUDIT CERTIFICATION:

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

Jacob Joyner, Director of Financial Services Date



Amendment to Addendum

Date: December 2, 2024
The "Addendum": Government Entity Addendum to Equipment Schedule Number 008-0646832-300 Dated September 3, 2024 to Master Lease Agreement, Number 646832L Dated September 3, 2024
"Lessee"
City of Greenville, 4950 Old Pactolus Road, Greenville, NC 27835
"Lessor"
The Huntington National Bank, 11100 Wayzata Blvd, Suite 700, Minnetonka, MN 55305

All capitalized terms used but not defined in this Amendment shall have the meanings set forth or referred to in the Addendum. Upon execution of this Amendment by Lessee and Lessor, the Addendum is hereby amended as follows:

Section 8 is hereby added and stated as follows:

"8. "E-Verify. To the extent applicable, Lessor shall comply with the requirements of Chapter 64, Article 2 of the North Carolina General Statutes. Further if the Lessor utilizes a subcontractor or subconsultant, the Lessor shall require the subcontractor and subconsultant to comply with the requirements of Chapter 64, Article 2 of the North Carolina General Statutes. When applicable, the Lessor represents that the Lessor and its subcontractors and subconsultants are in compliance with the requirements of Chapter 64, Article 2 of the North Carolina General Statutes."

Except as specifically amended herein, all of the terms and conditions of the Addendum shall remain in full force and effect and are hereby ratified and affirmed.

This Amendment dated as of the date first set forth above shall not be effective until signed by Lessor.

Lessor: The Huntington National Bank

By: _____

Title: _____

Lessee: City of Greenville

By: _____

Michael Cowin, City Manager

The "Lease": Equipment Schedule Number 008-0646832-300 Dated September 3, 2024 to Master Lease Agreement, Number 646832L Dated September 3, 2024
"Lessee"
City of Greenville, 4950 Old Pactolus Road, Greenville, NC 27835
"Lessor"
The Huntington National Bank, 11100 Wayzata Blvd, Suite 700, Minnetonka, MN 55305

This Addendum is attached to and made a part of the above-referenced Lease between Lessee and Lessor, and any specific references to the "Schedule" or "Master Lease" shall mean the Schedule or Master Lease Agreement, respectively. Any capitalized terms used but not defined in this Addendum shall have the meanings assigned in the Lease.

Any modifications to the Master Lease are strictly for purposes of the Schedule and Lease, and such modifications are not intended to modify the Master Lease for any other schedules, lease, or purpose. All terms and conditions of the Lease shall remain in full force and effect except to the extent modified by this Addendum.

1. For purposes of this Addendum, the following terms will have the meanings provided below:

"**Budget Officer**" means the city manager or other person duly appointed who, pursuant to applicable State law and direction of the Lessee's governing body, oversees the Lessee's budget and fiscal responsibilities, including, without limitation, the raising, spending, and appropriate of money for specified programs, functions, activities or objectives during a fiscal year.

"**Event of Default**" means a default under Section 9 of the Master Lease.

"**LGC**" means the North Carolina Local Government Commission.

"**Renewal Term**" means, with respect to any Lease, the optional renewal term(s) of the Lease, each having a duration of one year and a term co-extensive with Lessee's fiscal year.

"**Rental Payments**" means the basic rental payments payable by Lessee under the Lease.

"**State**" means the State of Lessee's organization.

2. **Lessee Due Authorization.** Lessee represents and warrants to Lessor that as of the date hereof, and throughout the term of the Lease: (a) Lessee is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Lessee has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Lease, the performance of its obligations under the Lease and the acquisition and use of the Equipment; (c) the person(s) signing the Lease and any other documents required to be delivered in connection with the Lease (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) the Documents are and will remain a valid, legal and binding Lease, and are and will remain enforceable against Lessee in accordance with their terms; and (e) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of its authority and will be used during the term of the Lease only by Lessee and only to perform such function. Lessee further represents and warrants to Lessor that, as of the date each item of Equipment becomes subject to the Lease and any applicable schedule, it has funds available to pay all Lease payments payable thereunder until the end of Lessee's then current fiscal year, and, in this regard and upon Lessor's request, Lessee shall deliver in a form acceptable to Lessor a resolution enacted by Lessee's governing body, authorizing the appropriation of funds for the payment of Lessee's obligations under the Lease during Lessee's then current fiscal year.
3. **Lessee Further Assurances.** To the extent permitted by applicable law, Lessee agrees to take all necessary and timely action during the Lease term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Lease (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made.
4. **Lessee Appropriation Certifications.** The Budget Officer shall include in the initial proposal for each of Lessee's annual budgets the amount of all Rental Payments and estimated other payments coming due during the Renewal Term for each Lease to which such budget applies. Notwithstanding that the Budget Officer includes such an appropriation for Rental Payments for each Lease in a proposed budget, the then current governing body of Lessee may determine not to include such an appropriation in Lessee's final budget for such Renewal Term for that Lease.

The Budget Officer shall deliver to Lessor, within 15 days after the beginning of each Renewal Term for each Lease, a certificate stating whether an amount equal to the Rental Payments and estimated other payments coming due during the next Renewal Term has for each Lease been appropriated by Lessee in such budget for such purposes. If such amount has not been so appropriated, the Budget Officer shall send a copy of such certificate to the LGC, to the attention of its Secretary, at the Albemarle Building, 325 North Salisbury St., Raleigh NC 27603-1385.

The actions required of Lessee and its officers pursuant to this Section shall be deemed to be and shall be construed to be in fulfillment of ministerial duties, and it shall be the duty of each and every Lessee official to take such action and do such things as are required by law in the performance of the official duty of such officials to enable Lessee to carry out and perform the actions required pursuant to this Section and the remainder of this Master Lease and each Lease to be carried out and performed by Lessee. Lessee reasonably believes that it can obtain funds sufficient to pay all Rental Payments when due for each Lease. If a Lease is terminated in accordance with this Section, Lessee agrees, at Lessee's cost and expense, to peaceably deliver the Equipment then subject to that Lease to Lessor at the location or locations specified by Lessor.

5. **Lessee Termination for Non-Appropriation.** Notwithstanding anything to the contrary provided in the Lease, if Lessee does not appropriate funds sufficient to make all payments due during any fiscal year under the Lease and Lessee does not otherwise have funds available to lawfully pay the Lease payments (a "Non-Appropriation Event"), and provided Lessee is not in default of any of Lessee's obligations under such Lease as of the effective date of such termination, Lessee may terminate such Lease effective as of the end of Lessee's last funded fiscal year ("Termination Date") without liability for future payments or the early termination charge under such Lease, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Lessor.

If Lessee terminates the Lease prior to the expiration of the end of the Lease's initial term, or any extension or renewal thereof, as permitted under this Section, Lessee shall (i) on or before the Termination Date, return the Equipment in accordance with the return requirements set forth in the Lease, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Lessor, upon request by Lessor, an opinion of Lessee's counsel (addressed to Lessor) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Lessor all sums payable to Lessor under the Lease up to and including the Termination Date.

Lessee acknowledges and agrees that, in the event of the termination of the Lease and the return of the Equipment as provided for herein, Lessee shall have no interest whatsoever in the Equipment or proceeds thereof and Lessor shall be entitled to retain for its own account the proceeds resulting from any disposition or re-leasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by Lessee pursuant to the terms of the Lease.

6. **Limited Scope of Security Interest.** Any security in the Lease is granted by Lessee in connection with the purchase, or finance or refinance the purchase of, the Equipment (personal property) and to secure repayment of the purchase, financing or refinancing, as applicable. No provision of this Master Lease shall be construed to pledge or to create a lien on any class or source of Lessee's moneys (other than the funds held under this Master Lease or under an escrow agreement related thereto), nor shall any provision of this Master Lease restrict the future issuance of any of Lessee's bonds or obligations payable from any class or source of Lessee's moneys (except to the extent this Master Lease restricts the incurrence of additional obligations secured by the Equipment).

THE PARTIES INTEND THAT THIS TRANSACTION COMPLY WITH N.C. GEN. STAT. SECTION 160A-20. NO PROVISION OF THIS MASTER LEASE SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF LESSEE'S FAITH AND CREDIT WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NO PROVISION OF THIS MASTER LEASE SHALL BE CONSTRUED OR INTERPRETED AS A DELEGATION OF GOVERNMENTAL POWERS OR AS AN IMPROPER DONATION OR A LENDING OF LESSEE'S CREDIT WITHIN THE MEANING OF THE STATE CONSTITUTION. NO DEFICIENCY JUDGMENT MAY BE RENDERED AGAINST LESSEE IN VIOLATION OF N.C. GEN. STAT. SECTION 160A-20.

Nothing in this Section is intended to impair or prohibit execution of remedies if the Rental Payments are not paid when due or otherwise upon the occurrence of an Event of Default under this Master Lease or an escrow agreement related to a Lease.

To the extent of any conflict between this Section and any other provision of this Lease, this Section shall govern.

7. **Modifications to the Master Lease (for purposes of this Lease).** The following modifications to the Master Lease are strictly for purposes of the Schedule and Lease, and such modifications are not intended to modify the Master Lease for any other schedules, lease, or purpose:

- (a) Section 17 of the Master Lease is hereby deleted, and the following Section 17 is hereby inserted in lieu thereof:

17. RELEASE AND INDEMNIFICATION: Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such property damage be to Lessee's property or the property of others which is proximately caused by the negligent conduct of Lessee, its officers, employees or agents. To the extent permitted by law, Lessee will indemnify, protect and hold harmless Lessor and the LGC's members and employees from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof,

and expenses in connection therewith (including, without limitation, counsel fees and expenses and any federal income tax and interest and penalties connected therewith imposed on interest received) arising out of or as the result of (a) the entering into this Master Lease, (b) the ownership of any item of Equipment, (c) the manufacturing, ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of Equipment resulting in damage to property or injury or death to any person or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph will continue in full force and effect notwithstanding the full payment of all obligations under this Master Lease or the termination of any Lease Term for any reason.

(b) Section 18 of the Master Lease is hereby deleted, and the following Section 18 is hereby inserted in lieu thereof:

18. ASSIGNMENT BY LESSOR: Lessor's interest in, to and under this Master Lease, each Lease and the Equipment may be assigned and reassigned in whole or in part to one or more assignees by Lessor without the necessity of obtaining the consent of Lessee; provided that any assignment will not be effective against Lessee until Lessee has received written notice of the name and address of the assignee, and Lessee has received a duplicate original of the counterpart document by which the assignment or reassignment is made. Any assignment by Lessor may be only to one of Lessor's subsidiaries, a bank, insurance company or similar financial institution or other entity approved by the LGC. Lessee will retain all such notices as a register of all assignees and will make all payments to the assignee or assignees designated in such register. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interest in the Equipment and in this Master Lease and each Lease and agrees to the filing of financing statements with respect to the Equipment and this Master Lease and each Lease. Lessee will not have the right to and will not assert against any assignee any claim, counterclaim, defense, set-off or other right Lessee may have against Lessor.

(c) Section 22 of the Master Lease is hereby deleted, and the following Section 22 is hereby inserted in lieu thereof:

22. APPLICABLE LAW: This Master Lease will be governed by and construed in accordance with federal law and, to the extent not preempted by federal law, the laws of the State.

8. Any provisions in this Addendum that are in conflict with any applicable statute, law or rule shall be deemed omitted, modified or altered to the extent required to conform thereto, but the remaining provisions hereof shall remain enforceable as written.

Dated as of: September 11, 2024

Lessee: City of Greenville

By: _____

Michael Cowin, City Manager

CITY ATTORNEY'S OFFICE

OPINION OF COUNSEL

Date: September 3, 2024

Lessee: City of Greenville
4950 Old Pictolus Road
Greenville, NC 27835

Lessor: The Huntington National Bank
11100 Wayzata Blvd, Suite 700
Minnetonka, MN 55305

Re: Lease Agreement No. 008-0646832-300, dated as September 3, 2024, by and between City of Greenville and The Huntington National Bank.

Ladies and Gentlemen:

I have acted as counsel to Lessee with respect to the Lease Agreement described above (together, the "Lease") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Lease and all exhibits and attachments thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a public corporation and political subdivision of the State of North Carolina (the "State") within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended, is duly organized, existing and operating under the Constitution and laws of the State and has a substantial amount of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power. The full, true and correct legal name of Lessee is City of Greenville.
2. Lessee is authorized and has power under State law to enter into the Lease and lease the equipment with an option to purchase, and to carry out its obligations thereunder and the transactions contemplated thereby.

3. The Lease and the other documents described above have been duly authorized, approved, executed and delivered by and on behalf of Lessee, and the Lease is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting the enforcement of creditors' rights. No further approval, consent or withholding of objection is required from any federal, state or local governmental authority with respect to the entering into or performance by the Lessee of the Lease and the transaction contemplated thereby.
4. Lessee has no authority (statutory or otherwise) to terminate the Lease prior to the end of its term for any reason other than pursuant to the terms of Section 3 of the Government Entity Addendum executed in connection with the Lease.
5. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable State and Federal laws.
6. The execution of the Lease and the appropriation of moneys to pay the payments coming due under the Lease do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
7. There is no litigation, action, suit, or proceeding pending or before any court, administrative agency, arbitrator or governmental body that challenges the organization or existence of Lessee; the authority of the Lessee or its officers; the proper authorization, approval and execution of the Lease and the other documents described above; the appropriation of monies to make Lease Payments under the Lease for the current fiscal year, or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.
8. The equipment leased pursuant to the Lease constitutes personal property and when subject to use by Lessee will not become fixtures under applicable law.
9. The leasing of the equipment pursuant to the Lease is exempt from all sales, use and documentary stamp taxes against either Lessor or Lessee during the term of the Lease, and such equipment will be exempt from all state and local personal property or other ad valorem taxes.

This opinion of counsel may be relied upon by The Huntington National Bank and its successors and assigns.

Very truly yours,

A handwritten signature in black ink, appearing to read "J. Scott Dixon", with a long horizontal flourish extending to the right.

J. Scott Dixon
Assistant City Attorney
City of Greenville, NC

RESOLUTION
LEASE NO. 008-0646832-300
DATED AS OF SEPTEMBER 3, 2024

A resolution authorizing the negotiation, execution, and delivery of Lease No. **008-0646832-300** dated **September 3, 2024** (the "Lease"), in principal amount not to exceed **\$177,606.93**, between **City of Greenville, 4950 Old Pactolus Road, Greenville, NC 27835** and **The Huntington National Bank, 11100 Wayzata Blvd, Suite 700, Minnetonka, MN 55305**; and prescribing other details in connection therewith.

WHEREAS, City of Greenville, (the "Lessee") is a political subdivision duly organized and existing pursuant to the Constitution and laws of the State of North Carolina; and

WHEREAS, Lessee is duly authorized by applicable law to acquire such items of personal property as are needed to carry out its governmental functions and to acquire such personal property by entering into lease-purchase agreements; and

WHEREAS, Lessee hereby finds and determines that the execution of a Lease for the purpose of leasing with the option to purchase the property designated and set forth in the Lease is appropriate and necessary to the function and operations of the Lessee; and

WHEREAS, The Huntington National Bank, (the "Lessor") shall act as Lessor under said Lease; and

WHEREAS, the Lease shall not constitute a general obligation indebtedness of the Lessee within the meaning of the Constitution and laws of the State;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF City of Greenville:

Section 1. The Lease, in substantially the form as presently before the governing body of the Lessee, is hereby approved, and the _____ of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver the Lease and related documents in substantially the form as presently before the governing body of the Lessee, with such changes therein as shall be approved by such officer, and which Lease will be available for public inspection at the offices of Lessee.

Section 2. The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Lease.

Section 3. The Lessee's obligations under the Lease shall be expressly subject to annual appropriation by Lessee; and such obligations under the Lease shall not constitute a general obligation of Lessee or indebtedness of Lessee within the meaning of the Constitution and laws of the State of North Carolina.

Section 4. All other related contracts and agreements necessary and incidental to the Lease are hereby authorized, ratified and approved.

Section 5. This resolution shall take effect immediately upon its adoption and approval.

CERTIFIED AS TRUE AND CORRECT this ____ day of _____, 20 ____.

Signature of Clerk, Secretary or Assistant Secretary

Printed Name of Clerk, Secretary or Assistant Secretary



CERTIFICATE OF INCUMBENCY
LEASE NO. 008-0646832-300
DATED AS OF September 3, 2024

I, _____, do hereby certify that I am the duly elected or appointed and acting Clerk/Secretary of City of Greenville (the "Lessee"), a political subdivision duly organized and existing under the laws of the State of North Carolina, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have duly executed this certificate this ____ day of _____, 20 ____.

Signed: _____

Title: _____

NOTE: The Clerk or Secretary of the Lessee should sign unless that person is also the signor of the documents in which case the President or some other Officer of the Lessee should execute this document.



Insurance Authorization

PROPERTY COVERAGE

GENERAL/PRODUCT LIABILITY

Insurance Agent

Insurance Agent

Company Name

Company Name

Address

Address

City, State, Zip

City, State, Zip

Phone Number

Phone Number

Fax Number

Fax Number

Email Address

Email Address

This is to notify you that The Huntington National Bank ("Lessor") has financed certain goods to City of Greenville (the "Lessee") pursuant to a Lease between Lessor and Lessee (the "Lease").

THE TERMS OF THE LEASE REQUIRE THAT:

1. The Huntington National Bank be named LOSS PAYEE under the PROPERTY DAMAGE provisions of the undersigned Lessee's "all risk" extended coverage policy and the goods be insured for an amount no less than their replacement cost.
2. The Huntington National Bank be named as ADDITIONAL INSURED under the comprehensive GENERAL AND PRODUCT LIABILITY provisions, where applicable, with a minimum coverage requirement of no less than \$1,000,000.00.

Each policy shall provide for no less than thirty (30) days' prior written notice of cancellation or non-renewal to Lessor and that such policy shall not be invalidated as against Lessor for the violation of any term of the policy by Lessee.

The undersigned Lessee requests that insurance coverage described above be provided under the policy referenced above. **In addition, please issue endorsements adding The Huntington National Bank, its successors and assigns, as additional insured and lender's loss payee on all such insurance policies.** Lessee further requests that proof of coverage, with endorsements, be sent to:

The Huntington National Bank 11100 Wayzata Blvd, Suite 700, Minnetonka, MN 55305

Please Reference:

Lessee: City of Greenville

Contract: 646832

In addition, the undersigned Lessee appoints and authorizes The Huntington National Bank, its successors and assigns, as its attorney-in-fact (1) to procure further policies from insurer or to increase the level of coverage on existing policies with insurer in the event that Lessor and the undersigned Lessee enter into agreements for the financing of additional goods in the future, and (2) to deal with and to direct any insurer as to any matter concerning the claim for, disposition of and/or application of policy proceeds with respect to the Equipment or any other equipment now or hereafter financed with Lessor, and (3) to receive payments and execute and endorse all documents, checks, drafts, or other instruments necessary or advisable to secure payments due under any policy of insurance. This appointment and authorization are intended to be continuous.

The undersigned Lessee agrees that Lessor or the insurer may accept a facsimile copy of this document bearing facsimile signatures, which shall be deemed an original for all purposes.

Lessee: City of Greenville

By: _____ Michael Cowin, City Manager



Additional Information
Regarding Your Account and the Equipment

Table with contract details: The "Contract": Lease Number 008-0646832-300 dated September 3, 2024; "Lessee": City of Greenville, 4950 Old Pactolus Road, Greenville, NC 27835; "Lessor": The Huntington National Bank, 11100 Wayzata Blvd, Suite 700, Minnetonka, MN 55305

Equipment Description and Location table: Description (including features) and Location. (1) Toro Groundsmaster 4700, (1) Toro Reelmaster 3575-D & (1) Toro Pro Force Debris Blower & (1) Toro Greensmaster 3150 Q together with all attachments and accessories thereto. Location: Bradford Creek Golf Club, 4950 Old Pactolus Road, Greenville, NC 27834

***PLEASE COMPLETE ALL SECTIONS BELOW ***

Automated Clearing House ("ACH") Payments (check one box below):

- Previous contracts are on ACH, please continue ACH on this Contract.
Do NOT setup this Contract on ACH (this option may be selected unless ACH is required by Lessor)
Please setup ACH on this Contract (this option to be selected if you would like ACH to apply to this Contract or if Lessor requires ACH.) If Lessor requires ACH, the box will automatically be checked.

Billing Address: PO Box 7207, Greenville, NC, 27835

- If billing address is different than above, list the correct billing address:
Billing Email Address: dvestal@greenville.gov If Different, Enter Correct Email Address:
For this contract only All contracts

Equipment Location and Vehicle Titling Location:

- The Equipment will be located at the Equipment Location(s) stated above or on Exhibit A; provided that if any Equipment is motor vehicles, such vehicles will be titled in the titling office for the Equipment Location stated above or on Exhibit A.
The Equipment will be located at: (If multiple locations, attach a list indicating by item of Equipment the City, State and County where such item will be located) and the vehicles will be titled in: (State) (City) (County) (If multiple vehicles titled in multiple states, attach a list indicating by VIN the State, City and County each vehicle will be titled)

Tax Status (LEASE TRANSACTIONS ONLY):

- 1. Sales/Use Tax: (check one)
Subject to Sales and Use Tax. (Tax will be based on the state where the Equipment/Vehicle is located).
Exempt from sales and use tax, for the following reason:
Exemption Certificate Attached
Valid Exemption Certificate already on file with Lessor.
If you are exempt from sales tax, you MUST provide exemption certificate or you will automatically be charged sales tax
2. Heavy Vehicle Use Tax: Some vehicles are liable for Heavy Vehicle Use Tax, filed on Federal Form 2290. Lessor does not file this return. If you determine the vehicle(s) is liable for this tax, you should include it on your own Form 2290. Failure to report a taxable vehicle may prevent you from obtaining licenses or tabs.

Personal Property Tax: If the Equipment is located in a state or locality that requires reporting of the Equipment on a personal property tax return, you must include the Equipment with other property you own.

Acknowledged by:

Lessee: City of Greenville By: Michael Cowin, City Manager



Invoice

Date of Invoice: 09/03/2024
Application Number: 532592
Contract Number: 008-0646832-300

To: City of Greenville
4950 Old Pictolus Road
Greenville, NC 27835

Advance Payments/Security Deposit

Description	Contract Payment	Sales/Use Tax	Other	Amount
First Payment in Advance	\$0.00	\$0.00		\$0.00
Last Payment in Advance	\$0.00	\$0.00		\$0.00
			\$0.00	\$0.00
Sub Total				\$0.00

Other Fees/Charges

Fee Description	Amount
Documentation Fee	\$300.00
Other Fees/Charges Sub Total	
	\$300.00

Invoice Total Due

Invoice Total Due	\$300.00
--------------------------	-----------------

Remit Payment with 866-465-3149
Completed Documents to: OR
The Huntington National Bank
11100 Wayzata Blvd, Suite 700
Minnetonka, MN 55305



Delivery and Acceptance Certificate

The "Lease": Equipment Schedule Number 008-0646832-300 Dated September 3, 2024 to Master Lease Number 646832L Dated September 3, 2024
"Lessee"
City of Greenville, 4950 Old Pactolus Road, Greenville, NC 27835
"Lessor"
The Huntington National Bank, 11100 Wayzata Blvd, Suite 700, Minnetonka, MN 55305

This Certificate relates to the Equipment (the "Equipment") that is described in the Lease.

Pursuant to the Lease, Lessee acknowledges that Lessor has acquired the Equipment in connection with the Lease and Lessee has either received a copy of the purchase agreement with the vendor of the Equipment on or before signing the Lease or has approved such purchase. Lessee hereby represents, warrants and certifies that (i) all of the Equipment has been delivered to Lessee at the Equipment Location set forth in the Lease and has been installed, tested and inspected by Lessee or duly authorized representatives of Lessee, (ii) the Equipment Description set forth in the Lease is complete and correct, (iii) the Equipment is exactly what Lessee ordered, is in good working order, is satisfactory in all respects and has been accepted by Lessee under the Lease as of the Acceptance Date set forth below, and (iv) there has been no adverse change in the business or financial condition of Lessee or any guarantor of the Lease since the day the most recent financial statement of Lessee or any guarantor was submitted to Lessor. If Lessee has made a deposit to the Equipment vendor(s), by signing this Certificate, Lessee hereby transfers all of Lessee's right, title and interest in and to the Equipment to Lessor, except to the extent set forth in the Lease, whether or not the Lessee has been reimbursed for the deposit(s).

IMPORTANT: LESSEE SHOULD SIGN THIS CERTIFICATE ONLY AFTER LESSEE HAS RECEIVED AND IS COMPLETELY SATISFIED WITH THE EQUIPMENT. BY SIGNING THIS CERTIFICATE, LESSEE (1) IS IRREVOCABLY ACCEPTING THE EQUIPMENT, (2) BECOMES ABSOLUTELY AND IRREVOCABLY OBLIGATED TO LESSOR UNDER THE LEASE, AND (3) MAY NOT THEREAFTER REJECT THE EQUIPMENT, CANCEL OR TERMINATE THE LEASE OR DENY ANY STATEMENT MADE IN THIS CERTIFICATE, FOR ANY REASON WHATSOEVER.

Acceptance Date: _____

Lessee: City of Greenville

By: _____ Michael Cowin, City Manager



City of Greenville, North Carolina

Meeting Date: 01/09/2025

Title of Item: Purchase Contract for a Class A Live Burn Training Facility for Greenville Fire/Rescue

Explanation: Greenville Fire/Rescue's unwavering commitment to providing top-tier public safety services to the citizens of Greenville underscores the critical importance of comprehensive training. To ensure firefighters are equipped to respond effectively to real-world scenarios, the department has identified the need for a new Class A Live Fire Training Facility.

This facility will enable firefighters to train in live fire conditions using a wood-burning fire room. As wood is one of the most common building materials in residential and commercial structures, this facility will provide critical, realistic training that enhances the department's ability to respond to such fires. In addition to improving public safety, it will also prioritize the safety and preparedness of firefighters during emergency situations.

Following extensive discussions with Fire/Rescue staff, site visits to Class A Burn Facilities in neighboring communities, and a thorough review of various live fire training systems and manufacturer proposals, Symtech Live Fire Simulation Technology has been selected as the preferred provider. Symtech, a national leader in live fire training facilities, was chosen through the Curtis Tools for Heroes GSA contract. The company has a proven track record, including the development of facilities for the Department of Defense.

The proposed facility, specifically designed for Greenville Fire/Rescue, will consist of three 40-foot containers, forming a two-story advanced fire training tower. This design will support at-grade, above-grade, and below-grade training scenarios and feature two burn rooms—one on the first floor and one on the second. Additional features include a pitched roof prop, forcible entry door, training windows, fire behavior training capabilities, a self-contained breathing apparatus (SCBA) maze, a wall breach prop, and more. The selected location for this facility will be on East 2nd Street, behind Greenwood Cemetery.

The Project Management Department recommends approving the purchase of the Symtech Live Fire Training Facility through the GSA contract, adhering to state procurement practices. This investment represents a significant step forward in advancing firefighter training and community safety.

Fiscal Note: Funds for this purchase were previously approved by City Council.

Recommendation: Award the purchase of a Class A Live Fire Training Facility to Symtech Live Fire Training Technology through the Curtis Tools for Heroes GSA contract in the amount of \$385,141.01

ATTACHMENTS

[Symtech Quote.pdf](#)

Ph: 510-839-5111
 TF: 800-443-3556
 Fax: 510-839-5325
oaksales@lncurtis.com
 UEI#: DDLSADSWN7U7



Pacific North Division
 6723 Sierra Court, Suite C
 Dublin, CA 94568
www.LNCurtis.com

Quotation

CUSTOMER:
 Greenville Fire Rescue
 500 South Greene Street
 Greenville NC 27834

SHIP TO:
 Greenville Fire Rescue
 500 South Greene Street
 Greenville NC 27834

QUOTATION NO.	ISSUED DATE	EXPIRATION DATE
313080	08/20/2024	12/31/2024

SALESPERSON	CUSTOMER SERVICE REP
LNCS Pacific North oaksales@lncurtis.com 510-839-5111	Ken Perry kperry@lncurtis.com 510-268-3326

REQUISITION NO.	REQUESTING PARTY	CUSTOMER NO.	TERMS	OFFER CLASS
	ROSS PETERSON	C202528	Cash In Advance	NPP-FFE

F.O.B.	SHIP VIA	DELIVERY REQ. BY
DEST	Standard Shipping	

SPECIAL INSTRUCTIONS

Payment Terms are as follows:

50% Down payment due at time of order.

Terms are Net 30 Days from date of invoice for the balance.

Pricing per NPPGov PS20015 contract

NOTES & DISCLAIMERS

Thank you for this opportunity to quote. We are pleased to offer requested items below. If you have any questions, need additional information, or would like to place an order, please contact your Customer Service Rep as noted above.

Safety Warning Notice: Products offered, sold, or invoiced herewith may have an applicable Safety Data Sheet (SDS) as prepared by the manufacturer of the product. The SDS is provided with the product. In addition, manufacturer's safety and/or warning notices, instructions and information relating to the proper use and care of the product is provided with the product. All applicable SDS, safety and/or warning notices, instructions and other information provided with the product should be thoroughly read, reviewed, and understood prior to handling, distributing, using, reselling, or servicing any and all products provided by Curtis. Materials utilized to clean, repair, maintain and/or service your owned equipment, as well as Curtis owned equipment, may contain per-and polyfluoroalkyl substances (PFAS) to meet national standards or original equipment manufacturer specifications. For other important product notices and warnings, or to request an SDS, product specifications, manufacturer's safety notices, instructions and/or warning notices, please contact Curtis or visit <https://www.lncurtis.com/product-notices-warnings>

Transportation is included in below pricing.

Ph: 510-839-5111
 TF: 800-443-3556
 Fax: 510-839-5325
oaksales@lncurtis.com
 UEI#: DDLSADSWN7U7



Pacific North Division
 6723 Sierra Court, Suite C
 Dublin, CA 94568
www.LNCurtis.com

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE
1	1	EA	SYMTECH FIRE CUSTOM	<p>As Below:</p> <p>List price \$364,506.91</p> <p>#ST-PRO Marietta Model Container Fire Training Tower. 2-Story Premium Container Fire Training Tower (3) Modified 40-ft ISO Standard Height New/1-Way Containers Modular Bolt-Together Design Marine Grade Paint (choice of color) and department logo Heavy Duty Steel Framing System (for all openings) Galvanized Steel Bar Grating Roof Working Deck OSHA compliant galvanized steel Roof Railings w/ Toe-Kicks Floor drains Entry doors including one (1) Forcible Entry door Pitched Roof Prop Training Windows w/ SS laddering plates where applicable Two (2) burn rooms Fire Behavior Training Capability (1st Floor) Exhaust Chimney for First Floor Burn Room Air Induction Vents for Both Burn Rooms Temperature Monitoring System SCBA Maze Wall Breach Prop Interior staircase to all levels Exterior staircase 2nd level Not Included</p>			

Ph: 510-839-5111
 TF: 800-443-3556
 Fax: 510-839-5325
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 UEI#: DDLSADSWN7U7



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 Dublin, CA 94568
www.LNCurtis.com

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE
				Rappell Tower (3rd Level) Shoring Prop	NFR	\$347,149.43	\$347,149.43
2	1	EA	SYMTECH FIRE CUSTOM	As Below: List price \$12,924.69 Sealed (PE Stamped) Foundation Drawing	NFR	\$12,795.44	\$12,795.44

Small Business
 CAGE Code: 5E720
 SIC Code: 5099
 Federal Tax ID: 94-1214350
 UEI #DDLSADSWN7U7

This pricing remains firm until 12/31/2024. Contact us for updated pricing after this date.

Due to market volatility and supply shortages, we recommend contacting your local L.N. Curtis and sons office prior to placing your order to confirm pricing and availability. This excludes our GSA Contract and other Fixed Price Contracts which are governed by contract-specific prices, terms, and conditions.

Subtotal	\$359,944.87
Estimated Tax Total	\$25,196.14
Transportation	\$0.00
Total	\$385,141.01

[View Terms of Sale and Return Policy](#)

Ph: 510-839-5111
TF: 800-443-3556
Fax: 510-839-5325
oaksales@lncurtis.com
UEI#: DDLSADSWN7U7



Pacific North Division
6723 Sierra Court, Suite C
Dublin, CA 94568
www.LNCurtis.com

PRODUCT SPECIFICATIONS AND REQUIREMENTS

Logistics & Support
Design Drawings Package after award
Foundation Plan
Delivery to Greenville, NC
On-Site Setup/Assembly
Handover/Walkthrough
2-Day Train-the-Trainer course
1-Year Standard Warranty



City of Greenville, North Carolina

Meeting Date: 01/09/2025

Title of Item: Contract Award for the 2025 Rehabilitation and Preservation Project and Approval of Task Order #8 for the Construction Engineering and Inspection (CEI) and Construction Materials Testing (CMT) On-Call Contract

Explanation: The 2025 Rehabilitation and Preservation Project was advertised for bids on October 30, 2024, with the bid opening being held on November 26, 2024. Four bids were received with the lowest responsible, responsive bid submitted by Tripp Brothers Inc. of Ayden, NC, in the amount of \$3,462,687.40. The contract provides for milling, resurfacing, deep patch repairs, pavement preservation, ADA improvements, traffic signal loop work, and pavement markings. A bid summary and a list of the streets to be completed are attached.

Task Order #8, under the City's CEI and CMT On-Call contract with TranSystems, provides inspection and materials testing services for the 2025 Rehabilitation and Preservation Project. The estimated cost for this task order is \$274,330.00.

Fiscal Note: The proposed budget for the 2025 Rehabilitation and Preservation Project, including a 14% contingency, is \$3,947,463.64. The contract will be funded through the Pavement Management Program as approved by City Council, which includes leftover funds from previous years due to better-than-expected past bids.

The proposed budget for Task Order #8 is \$274,330.00. Task Order #8 will be funded through the Pavement Management Program as approved by City Council.

Recommendation: City Council award the contract for the 2025 Rehabilitation and Preservation Project to Tripp Brothers Inc. of Ayden, NC, in the amount of \$3,947,463.64, and approve Task Order #8 under the CEI and CMT On-Call contract with TranSystems in the amount of \$274,330.00.

ATTACHMENTS

[Attachment 1-Bid Summary Sheet.pdf](#)

Attachment 1

2025 Street Rehabilitation and Preservation Project

BID SUMMARY SHEET

City of Greenville, North Carolina

Engineering Division

Bid Opening: November 26, 2024 @ 2:00 PM

Contractor	Rec'd Addendum(s): 1		5% Bid Bond		M/WBE Submitted		NCA Form Submitted		Total Base Bid <i>Corrections after review are in Bold/Red below</i>
	Yes	No	Yes	No	Yes	No	Yes	No	
Tripp Brother, Inc.	X		X		X		X		\$3,462,687.40
ST. Wooten Inc.	X		X		X		X		\$3,692,608.18
Barnhill Contracting	X		X		X		X		\$3,765,658.27
Fred Smith Company, FSC II, LLC	X		X		X		X		\$4,024,750.00

RESURFACING				
	STREET	FROM	TO	TREATMENT
1	BISMARCK ST.	DEXTER ST.	SW GREENVILLE BLVD.	MILL & FILL
2	BRAGG CI.	SHILOH DR.	CUL-DE-SAC	MILL & FILL
3	CROMWELL DR.	RED BANKS RD.	REMINGTON DR.	MILL & FILL
4	GOVERNORS LN.	OLD COURTHOUSE DR.	CUL-DE-SAC	MILL & FILL
5	HOOKER RD.	COZART ST.	W. ARLINGTON BLVD.	MILL & FILL
6	LIBERTY DR.	OLD COURTHOUSE DR.	CUL-DE-SAC	MILL & FILL
7	OLD COURTHOUSE DR.	E. 10TH ST.	CUL-DE-SAC	MILL & FILL
8	ROYAL DR.	PHASE LINE JOINT W. OF PICADILLY DR.	END CITY MAINTENANCE	MILL & FILL
9	SHILOH DR.	ALICE DR.	KRISTIN DR.	MILL & FILL
10	STUART CI.	SHILOH DR. TO	CUL-DE-SAC	MILL & FILL
PRESERVATION				
	STREET	FROM	TO	TREATMENT
1	ABBOTTS LN.	BREMERTON DR.	DAVENTRY DR.	CRACK SEAL
2	AMHURST LN.	WICKHAM DR.	STREET END	CRACK SEAL
3	COVENTRY CT.	BREMERTON DR.	STREET END	CRACK SEAL
4	DAVENTRY DR.	WYNESTON RD.	BREMERTON DR.	CRACK SEAL
5	E. 1ST ST.	EVANS ST.	COTANCHE ST.	CRACK SEAL
6	HUNTINGTON RD.	WYNESTON RD.	DAVENTRY DR.	CRACK SEAL
7	KELHAM CT.	ROLSTON RD.	STREET END	CRACK SEAL
8	LAURA LN.	14TH ST.	DAVID DR.	CRACK SEAL
9	MCLAREN LN.	CHESAPEAKE PL.	WICKHAM DR.	CRACK SEAL
10	MULBERRY LN. (WEST)	E. ARLINGTON BLVD.	E. ARLINGTON BLVD.	CRACK SEAL
11	ROLSTON RD.	BREMERTON DR.	ROLSTON RD. END	CRACK SEAL
12	W. 1ST ST.	S. WASHINGTON ST.	EVANS ST.	CRACK SEAL
13	W. 14TH ST.	DICKINSON AVE.	EVANS ST.	CRACK SEAL
14	W. ARLINGTON BLVD.	S. MEMORIAL DR.	HOOKER RD	CRACK SEAL
15	WARWICK DR.	BREMERTON DR.	CAVERSHAM RD.	CRACK SEAL
16	WICKHAM DR.	ASHCROFT DR.	STREET END	CRACK SEAL
1	ARBOR DR.	END CITY MAINTENANCE	EASTERN PINES RD.	REJUVENATOR
2	BULL RUSH CT.	PENNCROSS DR.	BULL RUSH CT.	REJUVENATOR
3	CHARITY LN.	CUL-DE-SAC	PH. LINE JOINT W. OF CHESSON CT.	REJUVENATOR
4	CHESSON CT.	CHARITY LN.	CUL-DE-SAC	REJUVENATOR
5	HICKORY ST.	PH. LINE JOINT N. OF E 3RD ST	E. 5TH ST.	REJUVENATOR
6	HILL TOP ST.	E. 4TH ST.	E. 5TH ST.	REJUVENATOR
7	IRONWOOD DR.	CLUB PINES DR.	MIDDLEBURY DR.	REJUVENATOR
8	KNOLL CIR.	PH. LINE JOINT S. OF ROCKLAND DR.	LT HARDEE RD.	REJUVENATOR
9	PENNCROSS DR.	PH. LINE JOINT W. OF PENSACOLA DR.	TREVINO DR.	REJUVENATOR
10	PENSACOLA DR.	PENNCROSS DR.	PENNCROSS DR.	REJUVENATOR
11	PLYMOUTH DR.	PH. LINE JOINT N. OF SEQUOIA DR	SEQUOIA DR.	REJUVENATOR
12	RAGSDALE RD.	E. WRIGHT RD.	E. 14TH ST.	REJUVENATOR
13	RENDALL CT.	CUL DE SAC	ARBOR DR.	REJUVENATOR
14	ROCKLAND DR.	ARBOR DR.	ARBOR DR.	REJUVENATOR
15	SEQUOIA DR.	KNOLL CIR.	CUL DE SAC	REJUVENATOR
16	SHERWOOD DR.	SE GREENVILLE BLVD	AYCOCK DR.	REJUVENATOR
17	SHERWOOD DR.	RED BANKS RD.	STREET END	REJUVENATOR
18	TIFGREEN DR.	PH. LINE JOINT S. OF TIFGREEN DR.	PH. LINE JOINT N. OF TIFGREEN DR	REJUVENATOR
19	STANWOOD DR.	CHOWAN RD.	WESLEY RD.	REJUVENATOR
20	W. MOORE ST.	N. MEMORIAL DR.	MELODY LN.	REJUVENATOR
21	WESLEY RD.	CUL DE SAC	QUEEN ANNES RD.	REJUVENATOR
22	WESTVIEW DR.	CUL DE SAC	COUNTRY CLUB DR.	REJUVENATOR
1	CAMILLE DR.	PH. JOINT W. OF TYBEE CT.	CUL-DE-SAC	MICRO-SURFACE
2	EMERALD PARK DR.	JADE LN.	THOMAS LANGSTON RD.	MICRO-SURFACE

3	FORSYTH PARK CT.	OGLETHORPE DR.	CUL-DE-SAC	MICRO-SURFACE
4	GARNET WY.	JADE LN.	DAVENPORT FARM RD.	MICRO-SURFACE
5	JADE LN.	CUL-DE-SAC	PH. LINE JOINT 156' N. OF EMERALD P. D.	MICRO-SURFACE
6	*LAURA LN.	14TH ST.	DAVID DR.	MICRO-SURFACE
7	OGLETHORPE DR.	CAMILLE DR.	THOMAS LANGSTON RD.	MICRO-SURFACE
8	RHINESTONE DR.	JADE LN.	PHASE LINE JOINT 125' N. OF EMERALD P. D	MICRO-SURFACE
9	SAPPHIRE CT.	CUL-DE-SAC	EMERALD PARK DR.	MICRO-SURFACE
10	SOUTHSIDE DR.	OGLETHORPE DR.	PHASE LINE JOINT -170'+/-	MICRO-SURFACE
11	TOPAZ DR.	JADE LN.	STREET END	MICRO-SURFACE
12	TYBEE CT.	CAMILLE DR.	CUL-DE-SAC	MICRO-SURFACE
1	ABINGTON CT.	ROCKLAND DR	CUL-DE-SAC	CAPE SEAL
2	ARBOR DR.	CUL-DE-SAC	END CITY MAINTENANCE)	CAPE SEAL
3	AUTUMN CHASE CT.	GREY FOX TR.	CUL-DE-SAC	CAPE SEAL
4	BAYSWATER RD.	FIRETOWER RD.	FIRETOWER RD.	CAPE SEAL
5	BUGLE DR.	CAMILLE DR	BUGLE DR. - END MAINTENANCE	CAPE SEAL
6	BULL RUSH CT.	CHERRYTREE LN.	BULL RUSH CT - OLD PHASE LINE JOINT	CAPE SEAL
7	CAMILLE DR.	STREET END	THOMAS LANGSTON RD.	CAPE SEAL
8	CHARDON CT.	FOX CHASE LN.	CUL-DE-SAC	CAPE SEAL
9	CHARTERHOUSE LN.	CAMILLE DR.	CUL-DE-SAC	CAPE SEAL
10	CHECKERBERRY LN.	CUL-DE-SAC	CAMILLE DR.	CAPE SEAL
11	CHERRYTREE LN.	CUL-DE-SAC	CAMILLE DR	CAPE SEAL
12	CHESCO CT.	CAMILLE DR	CUL-DE-SAC	CAPE SEAL
13	CHESTMOUNT DR.	CHERRYTREE LN.	CHESTMOUNT DR. END MAINTENANCE	CAPE SEAL
14	CROOKED CREEK RD.	END STREET.	CUL-DE-SAC	CAPE SEAL
15	FAULT CI.	PLATEAU DR.	CUL-DE-SAC	CAPE SEAL
16	FIELDSTONE PL.	GREY FOX TR.	CUL-DE-SAC	CAPE SEAL
17	FOX CHASE LN.	NORTH OLD PHASE LN. JOINT	SOUTH OLD PHASE LN. JOINT	CAPE SEAL
18	GREY FOX TR.	CROOKED CREEK RD	SADDLE RIDGE PL	CAPE SEAL
19	HARVEST MANOR	GREY FOX TR.	CUL-DE-SAC	CAPE SEAL
20	HUNTER'S RN.	PLANTERS WK.	CUL-DE-SAC	CAPE SEAL
21	KNOLL CI.	ROCKLAND DR	STREET END	CAPE SEAL
22	N. CHATHAM CT.	FOX CHASE LN.	CUL-DE-SAC	CAPE SEAL
23	OLD MILL CT.	CROOKED CREEK RD.	CUL-DE-SAC	CAPE SEAL
24	OLD OAK WK.	CROOKED CREEK RD.	CUL-DE-SAC	CAPE SEAL
25	PHEASANT RN.	CROOKED CREEK RD.	CUL-DE-SAC	CAPE SEAL
26	PLANTATION CI.	CROOKED CREEK RD.	CUL-DE-SAC	CAPE SEAL
27	PLANTERS WK.	14TH ST.	CROOKED CREEK RD.	CAPE SEAL
28	PLATEAU DR.	CUL-DE-SAC	VALLEY RD.	CAPE SEAL
29	ROCKLAND DR.	CUL-DE-SAC	ARBOR DR.	CAPE SEAL
30	S. CHATHAM CT.	FOX CHASE LN.	CUL-DE-SAC	CAPE SEAL
31	SADDLE RIDGE PL.	GREY FOX TR.	CUL-DE-SAC	CAPE SEAL
32	WAPPING CT.	CUL-DE-SAC	ROCKLAND DR	CAPE SEAL



City of Greenville, North Carolina

Meeting Date: 01/09/2025

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:

<u>Payee</u>	<u>Adjustment Refunds</u>	<u>Amount</u>
Jones, Kelsey Louise	Registered Motor Vehicle	545.93
Johnson, David Karl	Registered Motor Vehicle	451.53
Eastern Carolina Vocational Center Inc	Registered Motor Vehicle	433.24
Sergeant, Wendy Harris	Registered Motor Vehicle	360.70
Patel, Mukta Kumar Lallubhai	Registered Motor Vehicle	338.34
Buckner, Judy Foote	Registered Motor Vehicle	286.59
Hanson, Rebecca Joy	Registered Motor Vehicle	282.20
Boyd, Laura Taylor	Registered Motor Vehicle	276.58
Bryan, Nathaniel Destin	Registered Motor Vehicle	264.51
Coltrain, Jeremy Edward	Registered Motor Vehicle	261.33
Johnson, Benjamin Lee	Registered Motor Vehicle	261.17
Halo Home By Jess-Lee Inc	Registered Motor Vehicle	251.74
Hines, Ruth Wooten	Registered Motor Vehicle	202.86
Johnson, Samuel Rowland	Registered Motor Vehicle	197.14
Gray, Dedriah Warren	Registered Motor Vehicle	186.38
Campbell, Jatonea Diva Analise	Registered Motor Vehicle	174.74
Peede, Wayne Carroll II	Registered Motor Vehicle	171.62
Lever, Teresa Elaine	Registered Motor Vehicle	123.68

Nunnery, Amber Fields	Registered Motor Vehicle	119.47
Godigkeit, Brian Edward	Registered Motor Vehicle	115.73
Parsons, Makayla Nicole	Registered Motor Vehicle	114.54
Deason, Melissa Yvonne	Registered Motor Vehicle	100.25
Signature Place Greenville Llc	Business Personal Property	119,291.83
JRR Ventures Llc	Business Personal Property	95,952.51
Greenville Uptown Propco Llc	Business Personal Property	55,905.82
Centre Court Apartments Llc	Business Personal Property	16,048.77
MCG Greenville Nc Owner Llc	Business Personal Property	11,063.61
Nc Real Estate Investment Llc	Business Personal Property	4,577.94
Ellsworth Commons Llc	Business Personal Property	2,448.08
Vincent, Debra Hall	Individual Property Taxes	1,171.77
Weaver, John William Jr	Individual Property Taxes	1,110.25
Griffis, Daniel B III	Individual Property Taxes	974.61
Fields, Vivian B	Individual Property Taxes	891.86
Stroud, Pauline	Individual Property Taxes	869.60
Mcfarland, Holly F	Individual Property Taxes	742.72
Whitfield, Geoffrey	Individual Property Taxes	731.75
Tillman, Hans	Individual Property Taxes	717.74
Harrell, David Lee	Individual Property Taxes	662.48
Cherry, Carlton Ray	Individual Property Taxes	625.29
Pugh, Danita Lathia	Individual Property Taxes	557.10
Anti, Blanche D	Individual Property Taxes	509.43
Mitcham, Mary E	Individual Property Taxes	501.50
Lefevre, Douglas Arnold	Individual Property Taxes	453.71
Evans, Evelyine	Individual Property Taxes	442.32
Mial, Tonya	Individual Property Taxes	427.94
Walson, Larry D	Individual Property Taxes	427.93
Rick, Robert W	Individual Property Taxes	427.92
Mcmillion, Frances Moore	Individual Property Taxes	414.01
Garrett, Lula Bell Heirs	Individual Property Taxes	398.21
Dicken, Eric A	Individual Property Taxes	381.51
Edwards, David Lee Jr	Individual Property Taxes	319.17
Bradley, Charlotte Brown	Individual Property Taxes	280.20
Byrd, Marcus S	Individual Property Taxes	280.20
Pelletier, Josh R	Individual Property Taxes	274.33

Cox, Adriene M	Individual Property Taxes	176.96
Long, Thomas Julian III	Individual Property Taxes	159.24
Marshall, Richard C	Individual Property Taxes	108.34
Thompson, Erin	Individual Property Taxes	107.14
Teel Family Farms Inc	Business Personal Property	103.17

Fiscal Note: The total amount refunded is \$326,057.23

Recommendation: Approval of taxes refunded by City Council



City of Greenville, North Carolina

Meeting Date: 01/09/2025

Title of Item: Ordinance requested by Alva W. and Joni B. Worthington to rezone 16.871 acres located 1,425+/- feet east of County Home Road and northeast of the Alice F. Keene District Park from RA20 (Residential-Agricultural) to R6A (Residential [Medium Density Multi-Family])

Explanation:

Required Notices:

Planning and Zoning meeting notice (property owner and adjoining property owner letter) mailed on December 3, 2024.

On-site sign(s) posted on December 3, 2024.

City Council public hearing notice (property owner and adjoining property owner letter) mailed on December 23, 2024.

Public hearing legal advertisement published on December 28, 2024 and January 4, 2025.

Comprehensive Plan:

The Future Land Use and Character Map recommends traditional neighborhood, low-medium density (TNLM) along the eastern right-of-way of County Home Road south of its intersection with Bells Chapel Road and into the interior toward NC Hwy 43 S transitioning to residential, low-medium density (LMDR) south of the Alice F. Keene District Park. Further, potential conservation/open space (PCOS) is recommended to indicate potential environmental constraints.

Traditional Neighborhood, Low-Medium Density

Residential area with a mix of housing types on small lots with a single-family

neighborhood appearance. Traditional neighborhoods should have a walkable street network of small blocks, a defined center and edges, and connections to surrounding development.

Intent:

- Provide streetscape features such as sidewalks, street trees, and lighting
- Introduce neighborhood-scale commercial centers at key intersections

Primary uses:

Single-family residential

Two-family residential

Attached residential (townhomes)

Secondary uses:

Multi-family residential

Small-scale institutional/civic (churches and school)

Residential, Low-Medium Density

Residential, low to medium density areas are primarily single-family developments arranged along wide, curvilinear streets with few intersections. Building and lot size range in size and density but tend to be highly consistent within a development with limited connectivity between different residential types and non-residential uses.

Intent:

- Provide better pedestrian and vehicular connectivity between residential developments
- Improve streetscape features such as consistent sidewalks, lighting, and street trees

Primary uses:

Single-family detached residential

Secondary uses:

Two-family residential

Institutional/civic (neighborhood scale)

Potential Conservation/Open Space

Potential conservation/open space land is typically located in areas that contain existing parkland, needed land buffers, exhibit potential for flooding, or are deemed inappropriate for development due to physical or environmental barriers. Some land within this area may not contain barriers to development, or there may be reasonable mitigation. Site analysis is needed to determine development capabilities in these areas.

The Future Land Use and Character Map identifies certain areas as potential conservation/open space. Much of this area is designated based upon data on flood-prone land and environmental constraints that may not correspond precisely with conditions on the ground. Seeing an area designated this way is the beginning of a conversation. When considering rezoning requests or other development proposals, some areas classified as potential conservation/open space may be determined not to contain anticipated limitations on development, or that existing concerns can reasonably be mitigated. In such cases, the future preferred land use should be based on adjacent Land Use and Character designations, contextual considerations, and the general policies of the comprehensive plan.

Intent:

- Conserve environmentally-sensitive land
- Buffer incompatible land uses with open space
- Provide open space network through the city for recreation
- Conservation/open space buffers adjacent to industrial development should be maintained at a width based on the type of industry and its potential to create compatibility problems
- Greenways and greenway connectors should be maintained to be consistent with the Greenway Plan.

Thoroughfare/Traffic Report Summary (Engineering Department):

Based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 780 trips to and from the site on County Home Road, which is a net increase of 296 additional trips.

During the review process, measures to mitigate the traffic will be determined.

History/Background:

In 1993, the property was incorporated into the City's extra-territorial jurisdiction (ETJ) and zoned to its present zoning.

Existing Land Uses:

Woodland

Water/Sewer:

Water and sanitary sewer are available to the property.

Historic Sites:

There are no known effects on historic sites.

Environmental Conditions/Constraints:

The property drains to the Hardee Creek Watershed (Tar River Basin). If stormwater rules apply, it would require 10-year detention, nitrogen and

phosphorus reduction.

The property is not located in the Special Flood Hazard Area. There may be jurisdictional wetlands on the property. There are no jurisdictional streams and buffers on the property.

Surrounding Land Uses and Zoning:

North: RA20 - Woodland

South: RR (Pitt County's Jurisdiction) - Woodland

East: RR (Pitt County's Jurisdiction) - Woodland

West: R6A - Vacant (under common ownership of the applicant)

Density Estimates:

Under the current zoning, the site could accommodate 40-45 single-family lots.

Under the proposed zoning, the site could accommodate 100-110 multi-family units.

The anticipated build-out is within 2-3 years.

Fiscal Note: No cost to the City.

Recommendation: In staff's opinion the request is in compliance with Horizons 2026: Greenville's Community Plan and the Future Land Use and Character Map.

Therefore, staff recommends approval.

The Planning and Zoning Commission voted unanimously to approve the request at its December 17, 2024 meeting.

"In compliance with the comprehensive plan" should be construed as meaning the requested zoning is (i) either specifically recommended in the text of the

Horizons Plan (or addendum to the plan) or is predominantly or completely surrounded by the same or compatible and desirable zoning and (ii) promoted the desired urban form. The requested district is considered desirable and in the public interest, and staff recommends approval of the requested rezoning.

If City Council determines to approve the request, a motion to adopt the attached rezoning ordinance will accomplish this. The ordinance includes the statutorily required statement describing whether the action taken is consistent with the comprehensive plan and explaining why Council considers the action taken to be reasonable and in the public interest.

If City Council determines to deny the rezoning request, in order to comply with this statutory requirement, it is recommended that the motion be as follows:

"Motion to deny the proposed amendment and to make a finding and determination that, although the rezoning request is consistent with the comprehensive plan, there is a more appropriate zoning classification and, therefore, denial is reasonable and in the public interest."

Note: In addition to the other criteria, the Planning and Zoning Commission and City Council shall consider the entire range of permitted and special uses for the existing and proposed districts as listed under Title 9, Chapter 4, Article D of the Greenville City Code.

ATTACHMENTS

- [Ordinance Alva W_ and Joni B_ Worthington Rezoning.DOC](#)
- [Text Excerpt Worthington.pdf](#)
- [Worthington APO Map.pdf](#)
- [Worthington Rezoning Map.pdf](#)
- [List of Uses RA20 to R6A.pdf](#)
- [Worthington Traffic Report.pdf](#)
- [Density and Veg Charts.pdf](#)

LOCATION: Located 1,425+/- feet east of County Home Road and northeast of the Alice F. Keene District Park.

DESCRIPTION: Beginning at an existing iron pipe located South 84-23-11 West, 1444.51 feet from the eastern right of way line of State Road 1725, also a common corner between the property of Alva Wayne Worthington as shown in Deed Book 1558, Page 508 and Pitt County as shown in Deed Book 705, Page 703; and running thence with the Worthington line North 33-55-32 East, 527.81 feet to an axle in the Vivian Grace Branch line as shown in Deed Book 2027, Page 111; and running thence with the Vivian Grace Branch line South 86-16-12 East, 1338.48 feet to an axle, a common corner with Betty Dew Worthington; running thence with the Worthington line South 3-50-44 West, 536 feet to an axle, another corner with Betty Dew Worthington; running thence with the Worthington line North 83-25-10 West, 1604.85 feet to the point of beginning and containing 16.871 acres and known as Lot 1A of the J. L. Branch Heirs property in Special Proceeding SP 5497, Pitt County Registry. Reference is made to Tract No. 1-A described in the Report of Commissioners recorded in Book H26, Page 296 of the Pitt County Registry.

Section 2. That the Director of Planning and Development Services is directed to amend the zoning map of the City of Greenville in accordance with this ordinance.

Section 3. That all ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed.

Section 4. That this ordinance shall become effective upon its adoption.

ADOPTED this 9th day of January, 2025.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk
1200968

Excerpt from the draft Planning & Zoning Commission Minutes (12/17/2024)

2. REQUEST BY ALVA W. AND JONI B. WORTHINGTON TO REZONE 16.871 ACRES LOCATED 1,425+/- FEET EAST OF COUNTY HOME ROAD AND NORTHEAST OF THE ALICE F. KEENE DISTRICT PARK FROM RA20 (RESIDENTIAL-AGRICULTURAL) TO R6A (RESIDENTIAL [MEDIUM DENSITY MULTI-FAMILY]).

Chris Kelly, Planner II, presented on behalf of City Staff. This property drains to the Hardee Creek Watershed. If stormwater rules apply, it would require 10-year detention, nitrogen and phosphorus reduction. The property is not located in the Special Flood Hazard Area. There may be jurisdictional wetlands on the property and there are no jurisdictional streams and buffers on the property. The requested zoning could generate a net increase of 296 trips per day. Under the current zoning of RA20, the site could accommodate 40-45 single-family lots. Under the proposed zoning of R6A, the site could accommodate 100-110 multi-family units. The Future Land Use and Character Map recommends traditional neighborhood, low-medium density (TNLM) along the eastern right-of-way of County Home Road south of its intersection with Bells Chapel Road and into the interior toward NC Hwy 43 S transitioning to residential, low-medium density (LMDR) south of the Alice F. Keene District Park. Further, potential conservation/open space (PCOS) is recommended to indicate potential environmental constraints. In staff's opinion the requested zoning is in compliance with the Horizons 2026: Greenville's Community Plan and the Future Land Use and Character Map. Therefore, staff recommends approval.

Chair Brock opened the public hearing.

Wayne Worthington, applicant, spoke in favor of the request.

No one spoke in opposition of the request.

Chair Brock closed the public hearing and opened board discussion.

Motion made by Vice-Chair Woodmansee, seconded by Mr. Hairston, to recommend approval of the proposed amendment, to advise that it is consistent with the comprehensive plan and to adopt the staff report which addresses plan consistency and other matters. Motion passed unanimously.

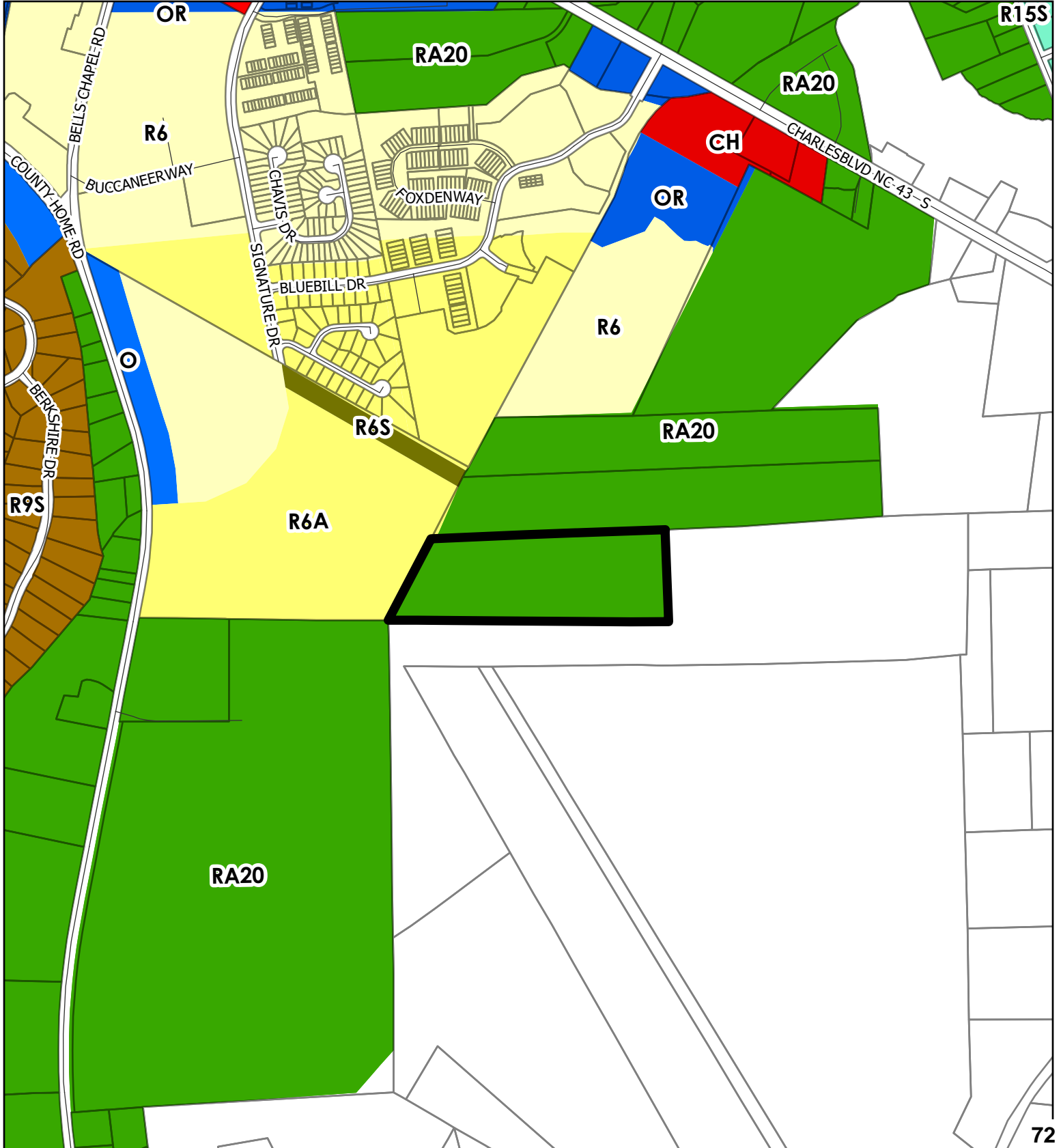
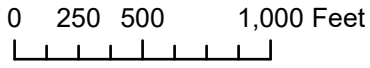
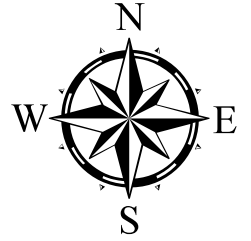
Alva W. and Joni B. Worthington

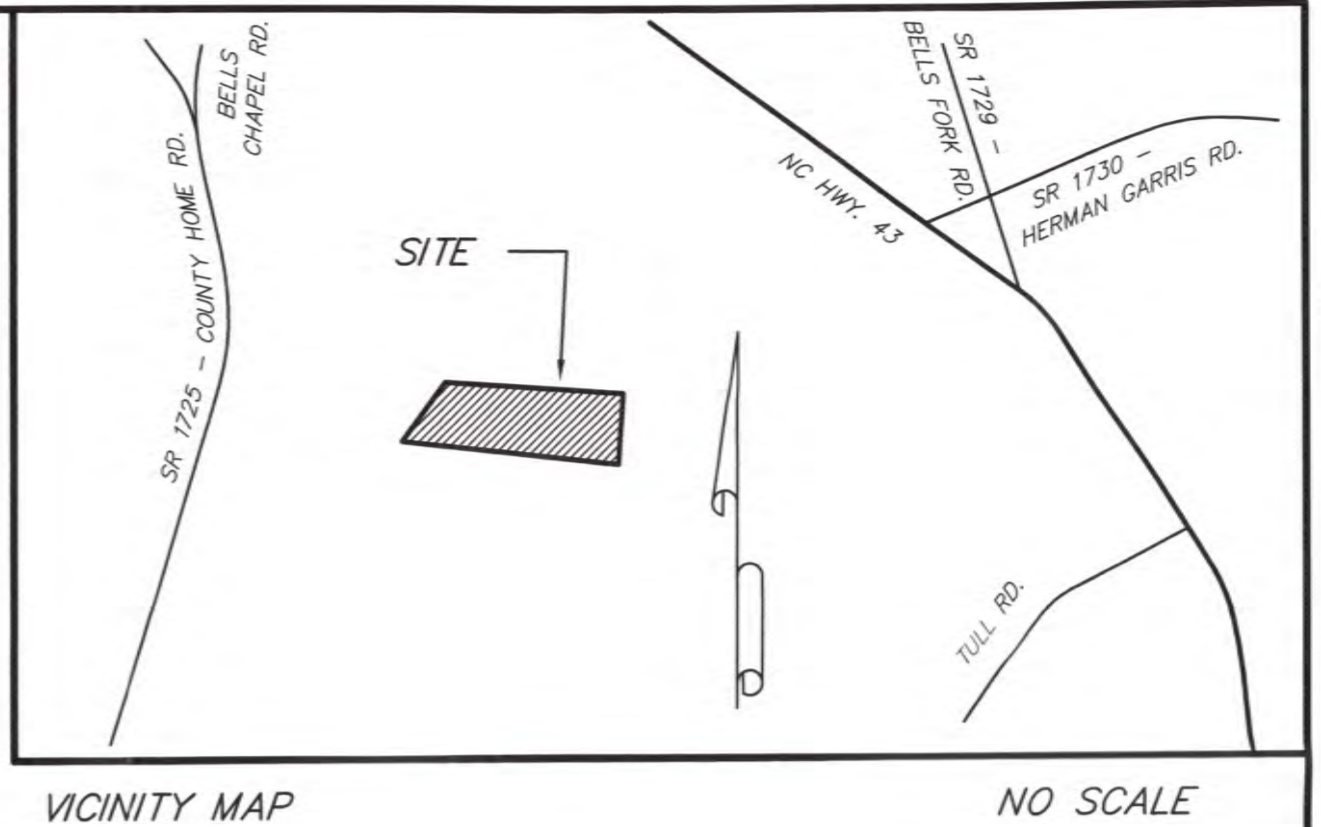
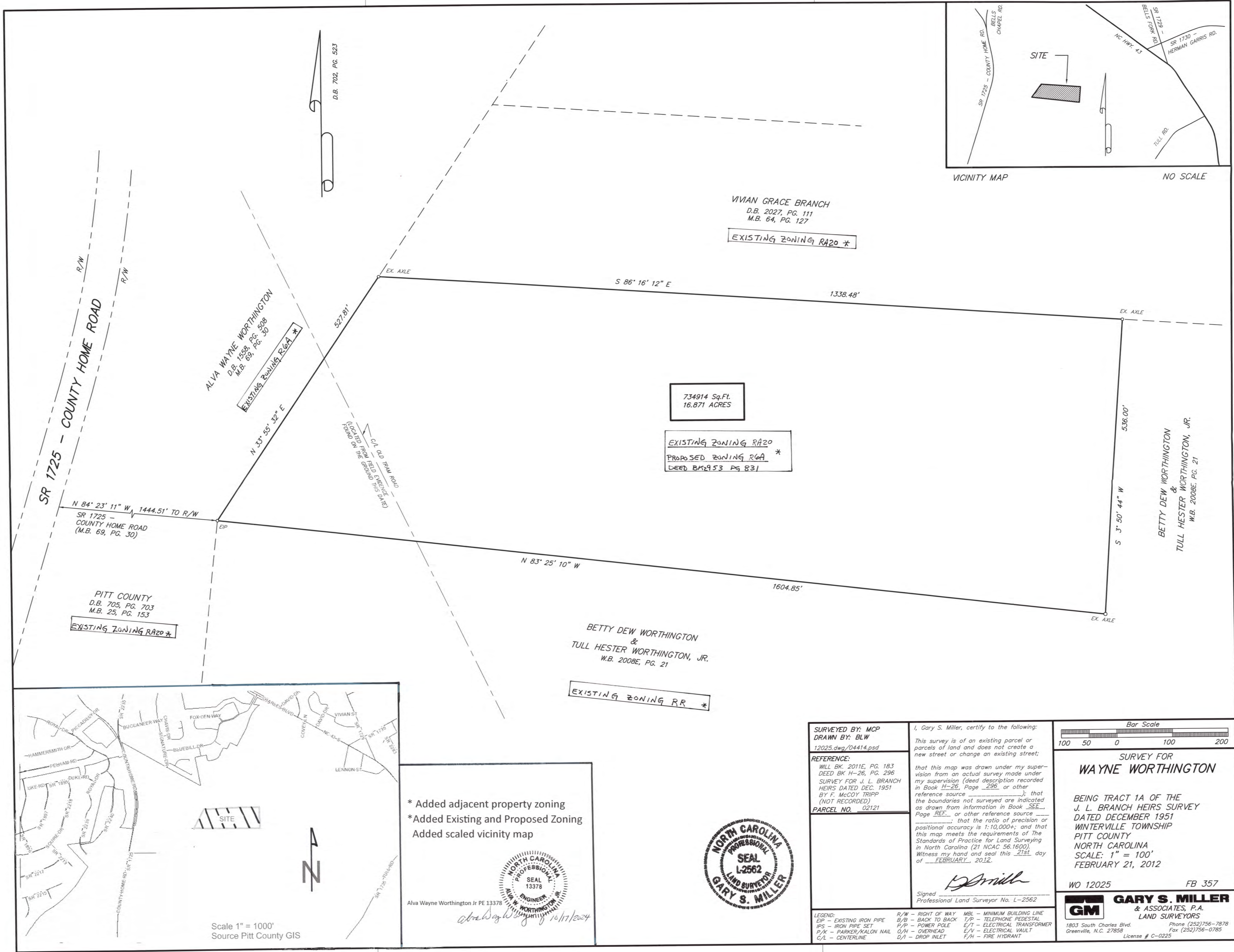
From: RA20

To: R6A

Acres: 16.871

December 17, 2024





VIVIAN GRACE BRANCH
D.B. 2027, PG. 111
M.B. 64, PG. 127

EXISTING ZONING RA20 *

734914 Sq.Ft.
16.871 ACRES

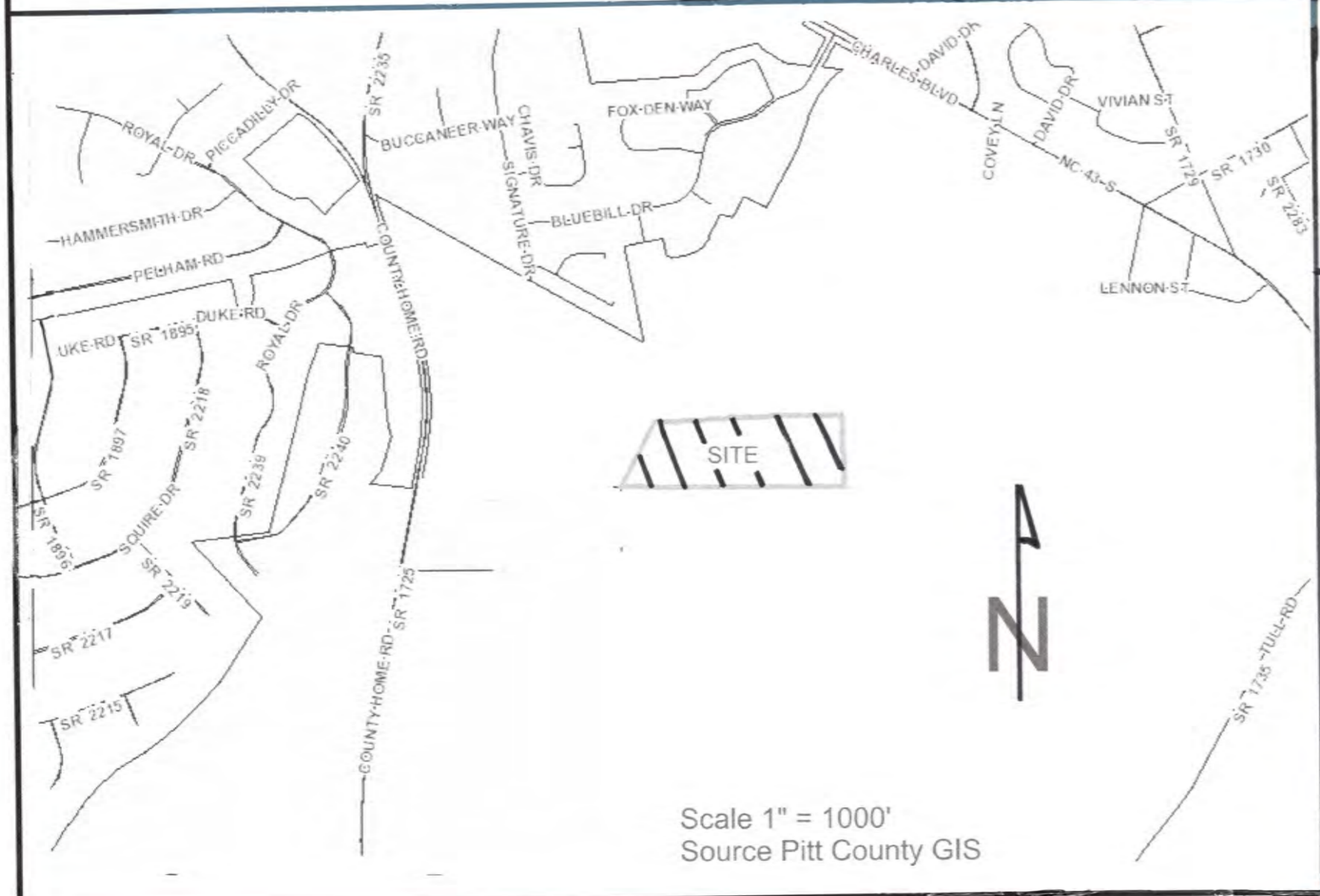
EXISTING ZONING RA20
PROPOSED ZONING R6A *
DEED B.M. 253 PG. 831

PITT COUNTY
D.B. 705, PG. 703
M.B. 25, PG. 153

EXISTING ZONING RA20 *

BETTY DEW WORTHINGTON
&
TULL HESTER WORTHINGTON, JR.
M.B. 2008E, PG. 21

EXISTING ZONING RR *



Scale 1" = 1000'
Source Pitt County GIS

- * Added adjacent property zoning
- * Added Existing and Proposed Zoning
- Added scaled vicinity map



Alva Wayne Worthington Jr PE 13378
10/17/2024



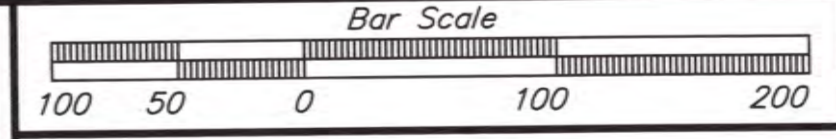
SURVEYED BY: MCP
DRAWN BY: BLW
12025.dwg/04414.psd

REFERENCE:
WILL BK. 2011E, PG. 183
DEED BK H-26, PG. 296
SURVEY FOR J. L. BRANCH
HEIRS DATED DEC. 1951
BY F. MCCOY TRIPP
(NOT RECORDED)
PARCEL NO. 02121

I, Gary S. Miller, certify to the following:
This survey is of an existing parcel or parcels of land and does not create a new street or change an existing street;
that this map was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book H-26, Page 296, or other reference source _____); that the boundaries not surveyed are indicated as drawn from information in Book SEE Page REF. or other reference source _____; that the ratio of precision or positional accuracy is 1:10,000+; and that this map meets the requirements of The Standards of Practice for Land Surveying in North Carolina (21 NCAC 56.1600).
Witness my hand and seal this 21st day of FEBRUARY, 2012.

G. Miller
Signed
Professional Land Surveyor No. L-2562

LEGEND:
EIP - EXISTING IRON PIPE
IPS - IRON PIPE SET
P/K - PARKER/KALON NAIL
C/L - CENTERLINE
R/W - RIGHT OF WAY
B/B - BACK TO BACK
P/P - POWER POLE
O/H - OVERHEAD
D/I - DROP INLET
MBL - MINIMUM BUILDING LINE
T/P - TELEPHONE PEDESTAL
E/T - ELECTRICAL TRANSFORMER
E/V - ELECTRICAL VAULT
F/H - FIRE HYDRANT



SURVEY FOR
WAYNE WORTHINGTON
BEING TRACT 1A OF THE
J. L. BRANCH HEIRS SURVEY
DATED DECEMBER 1951
WINTERVILLE TOWNSHIP
PITT COUNTY
NORTH CAROLINA
SCALE: 1" = 100'
FEBRUARY 21, 2012

WO 12025 FB 357
GARY S. MILLER & ASSOCIATES, P.A.
LAND SURVEYORS
1803 South Charles Blvd. Phone (252) 756-7878
Greenville, N.C. 27838 Fax (252) 756-0785
License # C-0225

Existing Uses	
RA20 (RESIDENTIAL-AGRICULTURAL) - PERMITTED USES	
(1) General	
a.	Accessory use or building
c.	On-premise signs per Article N
(2) Residential	
a.	Single-family dwelling
b(1).	Master Plan Community per Article J
f.	Residential cluster development per Article M
k.	Family care homes (see also 9-4-103)
q.	Room renting
(3) Home Occupations - None	
(4) Governmental	
b.	City of Greenville municipal government building or use (see also section 9-4-103)
(5) Agricultural/Mining	
a.	Farming; agricultural, horticulture, forestry (see also section 9-4-103)
c.	Wayside market for farm products produced on-site
e.	Kennel (see also section 9-4-103)
f.	Stable; horse only (see also section 9-4-103)
g.	Stable; per definition (see also section 9-4-103)
h.	Animal boarding not otherwise listed; outside facility, as an accessory or principal use
l.	Beekeeping; minor use (see also section 9-4-103)
(6) Recreational/Entertainment	
f.	Public park or recreational facility
g.	Private noncommercial park or recreational facility
(7) Office/Financial/Medical - None	
(8) Services	
o.	Church or place of worship (see also section 9-4-103)
(9) Repair - None	
(10) Retail Trade - None	
(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None	
(12) Construction	
c.	Construction office; temporary, including modular office (see also section 9-4-103)
(13) Transportation - None	
(14) Manufacturing/Warehousing - None	
(15) Other Activities (not otherwise listed - all categories) - None	
RA20 (RESIDENTIAL-AGRICULTURAL) - SPECIAL USES	
(1) General - None	
(2) Residential	
b.	Two-family attached dwelling (duplex)
g.	Mobile home (see also section 9-4-103)
n.	Retirement center or home
o.	Nursing, convalescent or maternity home; major care facility
o(1).	Nursing, convalescent or maternity home; minor care facility
(3) Home Occupations	
a.	Home occupation; not otherwise listed

	b.	Home occupation; barber and beauty shop
	c.	Home occupation; manicure, pedicure or facial salon
(4) Governmental		
	a.	Public utility building or use
(5) Agricultural/Mining		
	b.	Greenhouse or plant nursery; including accessory sales
	m.	Beekeeping; major use
	n.	Solar energy facility
(6) Recreational/Entertainment		
	a.	Golf course; 18-hole regulation length (see also section 9-4-103)
	a(1).	Golf course; 9-hole regulation length (see also section 9-4-103)
	c(1).	Tennis club; indoor and outdoor facilities
(7) Office/Financial/Medical - None		
(8) Services		
	a.	Child day care facilities
	b.	Adult day care facilities
	d.	Cemetery
	g.	School; junior and senior high (see also section 9-4-103)
	h.	School; elementary (see also section 9-4-103)
	i.	School; nursery and kindergarten (see also section 9-4-103)
(9) Repair - None		
(10) Retail Trade - None		
(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None		
(12) Construction - None		
(13) Transportation - None		
(14) Manufacturing/Warehousing - None		
(15) Other Activities (not otherwise listed - all categories) - None		
PROPOSED ZONING		
R6A (RESIDENTIAL) - PERMITTED USES		
(1) General		
	a.	Accessory use or building
	c.	On-premise signs per Article N
(2) Residential		
	a.	Single-family dwelling
	b.	Two-family attached dwelling (duplex)
	b(1).	Master Plan Community per Article J
	c.	Multi-family development per Article I
	f.	Residential cluster development per Article M
	k.	Family care homes (see also 9-4-103)
	q.	Room renting
(3) Home Occupations - None		
(4) Governmental		
	b.	City of Greenville municipal government building or use (see also section 9-4-103)
(5) Agricultural/Mining		
	a.	Farming; agricultural, horticulture, forestry (see also section 9-4-103)
	l.	Beekeeping; minor use (see also section 9-4-103)
(6) Recreational/Entertainment		

f.	Public park or recreational facility
g.	Private noncommercial park or recreational facility
(7) Office/Financial/Medical - None	
(8) Services	
o.	Church or place of worship (see also section 9-4-103)
(9) Repair - None	
(10) Retail Trade - None	
(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None	
(12) Construction	
c.	Construction office; temporary, including modular office (see also section 9-4-103)
(13) Transportation - None	
(14) Manufacturing/Warehousing - None	
(15) Other Activities (not otherwise listed - all categories) - None	
R6A (RESIDENTIAL) - SPECIAL USES	
(1) General - None	
(2) Residential	
d.	Land use intensity multi-family (LUI) development rating 50 per Article K
e.	Land use intensity multi-family (LUI) development rating 67 per Article K
l.	Group care facility
n.	Retirement center or home
o(1).	Nursing, convalescent or maternity home; minor care facility
p.	Board or rooming house
r.	Fraternity or sorority house
(3) Home Occupations	
a.	Home occupation; not otherwise listed
b.	Home occupation; barber and beauty shop
c.	Home occupation; manicure, pedicure or facial salon
(4) Governmental	
a.	Public utility building or use
(5) Agricultural/Mining - None	
	* None
(6) Recreational/Entertainment	
a.	Golf course; 18-hole regulation length (see also section 9-4-103)
a(1).	Golf course; 9-hole regulation length (see also section 9-4-103)
c(1).	Tennis club; indoor and outdoor facilities
(7) Office/Financial/Medical	
(8) Services	
a.	Child day care facilities
b.	Adult day care facilities
d.	Cemetery
g.	School; junior and senior high (see also section 9-4-103)
h.	School; elementary (see also section 9-4-103)
i.	School; nursery and kindergarten (see also section 9-4-103)
m.	Multi-purpose center
t.	Guest house for a college or other institution of higher learning
(9) Repair - None	

(10) Retail Trade - None
(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None
(12) Construction - None
(13) Transportation - None
(14) Manufacturing/Warehousing - None
(15) Other Activities (not otherwise listed - all categories) - None

REZONING THOROUGHFARE/TRAFFIC VOLUME REPORT

Case No: 24-13

Applicant: Alva W. and Joni B. Worthington

Property Information

Current Zoning: RA20 (Residential-Agricultural)

Proposed Zoning: R6A (Residential)

Current Acreage: 16.871 acres

Location: County Home Rd, east of Alice Keene Park

Points of Access: County Home Road

Location Map



Transportation Background Information

1.) County Home Rd- State maintained

	<u>Existing Street Section</u>	<u>Ultimate Thoroughfare Street Section</u>
Description/cross section	2-lane - paved shoulder	4-lanes with raised median
Right of way width (ft)	60	90
Speed Limit (mph)	50	
Current ADT:	9,155 (*)	
Design ADT:	14,550 vehicles/day (**)	
Controlled Access	no	

Thoroughfare Plan Status Minor Thoroughfare

Other Information: There are no sidewalks along County Home Rd that service this property.

Notes: (*) 2022 NCDOT count adjusted for a 2% annual growth rate
 (**) Traffic volume based on operating Level of Service D for existing geometric conditions
 ADT – Average Daily Traffic volume

Transportation Improvement Program Status:

Trips generated by proposed use/change

Current Zoning: 484 -vehicle trips/day (*) **Proposed Zoning: 780** -vehicle trips/day (*)

Estimated Net Change: increase of 296 vehicle trips/day (assumes full-build out)

(* - These volumes are estimated and based on an average of the possible uses permitted by the current and proposed zoning.)

Impact on Existing Roads

The overall estimated trips presented above are distributed based on current traffic patterns. The estimated ADTs on County Home Rd are as follows:

1.) County Home Rd , North of Site (70%): “No build” ADT of 9,155

Estimated ADT with Proposed Zoning (full build) –	9,701
Estimated ADT with Current Zoning (full build) –	9,494
Net ADT change =	207 (2% increase)

2.) County Home Rd , South of Site (30%): “No build” ADT of 9,155

Estimated ADT with Proposed Zoning (full build) – 9,389

Estimated ADT with Current Zoning (full build) – 9,300**Net ADT change = 89 (<1% increase)****Staff Findings/Recommendations**

Based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 780 trips to and from the site on County Home Rd, which is a net increase of 296 additional trips per day (over current zoning).

During the review process, measures to mitigate the traffic will be determined.

RESIDENTIAL DENSITY CHART

Density Level	Future Land Use and Character Type	Applicable Zoning District(s)	Units per Acre***
High	Uptown Edge (UE)	CDF and CD*	17 units per acre
	Mixed Use, High Intensity (MUHI)	OR	17 units per acre
		R6, MR	17 units per acre
	Residential, High Density (HDR)	R6, MR, OR	17 units per acre
		R6MH	17 units per acre
Medical-Transition (MT)	MR	17 units per acre	
High to Medium	Mixed Use (MU)	OR	17 units per acre
		R6, MR	17 units per acre
		R6A	9 units per acre
	Uptown Neighborhood (UN)	R6S	7 units per acre
	Traditional Neighborhood, Medium-High Density (TNMH)	R6	17 units per acre
		R6A	9 units per acre
		R6S	7 units per acre
Medium to Low	Traditional Neighborhood, Low-Medium Density (TNLM)	R9	6 units per acre
		R9S	5 units per acre
		R15S	3 units per acre
	Residential, Low-Medium Density (LMDR)	R9S	5 units per acre
		R15S	3 units per acre
		RA20	4 units per acre
		MRS	4 units per acre

* The residential density of the CD zoning district is based on the size of the mechanically conditioned floor area. See Section 9-4-153 in the City Code for development standards.

*** Maximim allowable density in the respective zoning district.

BUFFERYARD SETBACK AND VEGETATION SCREENING CHART

For Illustrative Purposes Only

Bufferyard Requirements: Match proposed land use with adjacent permitted land use or adjacent vacant zone/nonconforming use to determine applicable bufferyard.

PROPOSED LAND USE CLASS (#)	ADJACENT PERMITTED LAND USE CLASS (#)					ADJACENT VACANT ZONE OR NONCONFORMING USE		PUBLIC/PRIVATE STREETS OR R.R.
	Single-Family Residential (1)	Multi-Family Residential (2)	Office/Institutional, light Commercial, Service (3)	Heavy Commercial, Light Industry (4)	Heavy Industrial (5)	Residential (1) - (2)	Non-Residential (3) - (5)	
Multi-Family Development (2)	C	B	B	B	B	C	B	A
Office/Institutional, Light Commercial, Service (3)	D	D	B	B	B	D	B	A
Heavy Commercial, Light Industry (4)	E	E	B	B	B	E	B	A
Heavy Industrial (5)	F	F	B	B	B	F	B	A

Bufferyard A (street yard)		
Lot Size	Width	For every 100 linear feet
Less than 25,000 sq.ft.	4'	2 large street trees
25,000 to 175,000 sq.ft.	6'	2 large street trees
Over 175,000 sq.ft.	10'	2 large street trees
Street trees may count toward the minimum acreage.		

Bufferyard B (no screen required)	
Lot Size	Width
Less than 25,000 sq.ft.	4'
25,000 to 175,000 sq.ft.	6'
Over 175,000 sq.ft.	10'

Bufferyard C (screen required)	
Width	For every 100 linear feet
10'	3 large evergreen trees 4 small evergreens 16 evergreen shrubs
Where a fence or evergreen hedge (additional materials) is provided, the bufferyard width may be reduced to eight (8) feet.	

Bufferyard D (screen required)	
Width	For every 100 linear feet
20'	4 large evergreen trees 6 small evergreens 16 evergreen shrubs
Bufferyard width may be reduced by fifty (50%) percent if a fence, evergreen hedge (additional material) or earth berm is provided.	

Bufferyard E (screen required)	
Width	For every 100 linear feet
30'	6 large evergreen trees 8 small evergreens 26 evergreen shrubs
Bufferyard width may be reduced by fifty (50%) percent if a fence, evergreen hedge (additional material) or earth berm is provided.	

Bufferyard F (screen required)	
Width	For every 100 linear feet
50'	8 large evergreen trees 10 small evergreens 36 evergreen shrubs
Bufferyard width may be reduced by fifty (50%) percent if a fence, evergreen hedge (additional material) or earth berm is provided.	

Parking Area: Thirty (30) inch high screen required for all parking areas located within fifty (50) feet of a street right-of-way.



City of Greenville, North Carolina

Meeting Date: 01/09/2025

Title of Item:

Ordinance requested by Camping World Holdings, Inc. to amend Title 9, Chapter 4, Section 227. *Signs Not Requiring Permits* to allow up to three (3) flagpoles with a maximum height of each flagpole of 130 feet above grade in nonresidential zoning districts and up to three (3) non-commercial flags on each pole with a maximum flag size of no more than 3,200 square feet for each flag

Explanation:

Background:

The City's sign regulations also includes provisions for flags. All properties in the City are allowed up to three (3) flagpoles with a maximum of three (3) flags per flagpole, totaling nine (9) flags per property. In residential zoning districts, flagpoles shall not exceed 25 feet in height (above grade) and flags no larger than 24 square feet (4' X 6'). In nonresidential (commercial) zoning districts, flagpoles shall not exceed the maximum height allowed in the respective zoning district, or 70 feet (above height) whichever is less. The size of each flag can't exceed 216 square feet (12' X 18'). Flags with commercial messaging and flags located on residential properties are not relevant to this text amendment. There are 16 nonresidential (commercial) zoning districts in the City. See Map 1: Nonresidential Zoning Districts.

Currently, on-premise non-commercial flags on flagpoles are considered types of signage that do not require a zoning compliance permit. While zoning approval is not required, North Carolina building code does require a building permit for flagpoles placed on nonresidential (commercial) properties. The current zoning code regulates the number of flagpoles and flags as well as the height limit of flagpoles and size limit for flags. Examples of non-commercial flags are flags representing countries, states, counties, municipalities, nationally recognized organizations, and sports teams. While the City can differentiate between commercial and non-commercial signs, the City can't regulate the content of the flags.

On March 12, 2020, City Council approved an ordinance requested by the Planning and Development Services Department to create the Highway Sign Overlay District with the intent of providing greater flexibility for larger signs/flags in areas near interstates and future interstate highways. When located

on commercial and industrially-zoned properties in the overlay area, the maximum flagpole height was increased to 130 feet, the maximum flag size was increased up to 1,000 square feet (25' X 40'), but limits one (1) flag pole per property. There was an increased setback for flagpoles over 70 feet. The setback was increased one foot for every foot the flagpole was over 70'. For example, if a flagpole was 100 feet in height then the setback would be increased an additional 30 feet. The intent was to prevent/reduce the risk of flagpoles falling into roadways.

The overlay district is located in areas where properties front 4-lane divided median highways such as Martin Luther King, Jr. Highway. Generally, these properties are large enough in size that would allow for flagpoles to be placed far enough from the highway that if the flagpole fell, it wouldn't fall into road ways. See Map 2: Highway Sign Overlay District.

For this amendment, Camping World Property, Inc. seeks to increase the maximum flagpole height from no more than 70 feet to up to 130 feet regardless of the maximum height limit allowed in nonresidential (commercial) zoning districts as well as increasing the maximum size of a non-commercial flag from 216 square feet (12' X 18') to up to 3,200 square feet (40' X 80') each. These proposed changes still do not include any type of zoning approval.

Text in red is proposed to be deleted and text in red is proposed new language:

SEC. 9-4-227 SIGNS NOT REQUIRING PERMITS.

The following signs shall not require a zoning compliance permit under this article; provided, however, any such signs shall comply with all other requirements of this article and chapter except that the signs shall not be included in or count towards the total allowable sign surface area or total number of allowable freestanding signs.

(A) Signs not exceeding three square feet in total sign surface area that are associated with residential use and that are not of a commercial nature. The sign surface area shall contain only property identification names or numbers or names of occupants or warnings to the public;

(B) Memorial plaques, cornerstones, historical tablets and similar devices;

(C) Signs erected by or on behalf of or pursuant to the authorization of a governmental body, including legal notices, identification and information signs and traffic directional or regulatory signs;

(D) On-premises flags, balloons, insignia of nonprofit or governmental organizations shall be allowed subject to all of the following requirements:

(1) Flags and wind blades are permitted as follows:

(a) Temporary freestanding flags and wind blades are not permitted.

(b) Flags with or without commercial messages that are located on functioning light poles internal to the business lot shall be no more than 50 square feet in area. There is no limitation on the number permitted per lot.

(c) Flags attached to permanent poles shall be permitted as follows:

1. In nonresidential zoning districts, flagpoles shall not exceed the maximum height ~~allowed in the zoning district or 70 feet, whichever is less of~~ 130 feet.

2. In residential districts, flagpoles shall not exceed 25 feet in height.

3. The maximum dimensions of any flagpole mounted flag shall be proportional to the flagpole height. The hoist side of the flag shall not exceed ~~20%~~ 30% of the vertical height of the pole. In addition flags are subject to the dimensional limits found in the following table:

Pole Height (feet)	Max. Non-Commercial Flag Size (square feet)	Max. Commercial Flag Size (square feet)
Up to 25	24	24
25 to 29	28	28
30 to 34	40	40
35 to 39	60	50
40 to 49	96	50
50 to 59	150	50
60 to 70	216	50
130	3,200	

4. Each property shall be allowed a maximum of three flagpoles.

5. A maximum of three flags shall be allowed per flagpole.

6. The flag and flagpole shall be maintained in good repair. A flagpole with broken halyards shall not be used and flags which are torn and frayed shall not be displayed.

7. On United States and North Carolina holidays, there shall be no maximum flag size or number or other limitations on manner of display.

8. Flags shall not be mounted directly on a building wall.

Additional Staff Comments:

There are 16 nonresidential (commercial) zoning districts in the City and under the current regulations, a property can have up to three (3) flagpoles at the maximum height of 70 feet and each pole is allowed up to three (3) noncommercial flags with each flag having a maximum size of 216 square feet (12' X 18').

In the simplest terms, this amendment will allow for nonresidential (commercial) properties to have up to three (3) flagpoles at the maximum height of 130 feet (regardless of the zoning district height limit) and each pole is allowed up to three (3) non-commercial flags with each flag having a maximum size of 3,200 square feet (40' X 80'). None of these flagpoles or flags would require any type of zoning approval. While a building permit is required by NC Building Code, since this amendment doesn't include zoning approval, Planning Staff won't review/approve the building permits. This amendment doesn't include any consideration for the size of properties, separation between flagpoles, and/or setbacks for flagpoles from streets, buildings, and other properties. This is especially concerning in the downtown area where properties are very narrow (some are less than 25 feet wide) and adjacent to one another. There is no prohibition in this text amendment that would prevent attaching flagpoles to the roof of a building. Buildings in the CD (Downtown Commercial) zoning district would be able to attach multiple flagpoles (up to 130 feet above grade) to narrow buildings. For prospective on this text amendment, the Hilton hotel in downtown is 94 feet above grade and could have three (3) flagpoles up to 36 feet tall each.

In the end, this text amendment allows multiple flagpoles (up to 130' above grade) with large flags on single properties without consideration of spacing/setbacks from adjacent properties and roadways. Not only can this result in visual clutter, but more importantly, this can result in public safety concerns with flags becoming entangled with one another, or flagpoles that may fall into roadways. By establishing the Highway Sign Overlay District, the City has established an area that is appropriate for tall flagpoles and large flags with consideration to public health, safety and welfare and community aesthetics.

Fiscal Note: No cost to the City

Recommendation: In staff's opinion, the proposed Zoning Ordinance Text Amendment is not in compliance with the Horizons 2026: Greenville's Community Plan, Chapter 1 Building Great Places, *Action 1.9. Develop Corridor Development Standards*

The City will undertake development of commercial corridor development standards that can be applied through established commercial zoning districts, or through an overlay district. These standards will be designed to achieve the policies of this plan, specifically to encourage the evolution of established commercial areas to more vibrant and visually appealing places and to design commercial corridors to better accommodate multiple modes of transportation and improve safety for bikers and walkers. These standards could include requirements for placement of parking to the side or rear of buildings, orienting and placing buildings so that they frame the road, enhanced landscaping standards, building façade and roofline design standards, connectivity requirements with adjacent developments, or other requirements. The standards will often be applied in redevelopment contexts. To offset new regulations in a redevelopment context (which can sometimes be a deterrent to reinvestment) one option is to develop these standards as a menu for options using a point system, allowing individual property owners the flexibility to determine what improvements will work for a given site and context.

Therefore, staff recommends denial.

The Planning and Zoning Commission voted unanimously to deny the request at its December 17, 2024 meeting.

If City Council determines to approve the request, a motion to adopt the attached ordinance will accomplish this. The ordinance includes the statutorily required statement describing whether the action taken is consistent with the comprehensive plan and explaining why Council considers the action taken to be reasonable and in the public interest.

If City Council determines to deny the amendment, in order to comply with this statutory requirement, it is recommended that the motion be as follows:

"Motion to deny the requested text amendment, to make a finding and determination that the required text amendment is inconsistent with the comprehensive plan or other applicable plans, including but not limited to Horizons 2026: Greenville's Community Plan, Chapter 1 Building Great Places, Action 1.9. *Develop Corridor Development Standards The City will undertake development of commercial corridor development standards that can be applied through established commercial zoning districts, or through an overlay district. These standards will be designed to achieve the policies of this plan, specifically to encourage the evolution of established commercial areas to more vibrant and visually appealing places and to design commercial corridors to better accommodate multiple modes of transportation and improve safety for bikers and walkers. These standards could include requirements for placement of*

parking to the side or rear of buildings, orienting and placing buildings so that they frame the road, enhanced landscaping standards, building façade and roofline design standards, connectivity requirements with adjacent developments, or other requirements. The standards will often be applied in redevelopment contexts. To offset new regulations in a redevelopment context (which can sometimes be a deterrent to reinvestment) one option is to develop these standards as a menu for options using a point system, allowing individual property owners the flexibility to determine what improvements will work for a given site and context.

ATTACHMENTS

- Ordinance Flapole Height and Flag Size Increase Text Amendment.DOC**
- Text Excerpt Camping World TA.pdf**
- Map 1: Nonresidential_Zoning_Districts.pdf**
- Height_Limits.cleaned.pdf**
- Map 2: Highway_Sign_Overlay_District.pdf**
- Highway Sign Overlay District Standards.pdf**
- Petition Signatures - Camping World as submitted on 12/17/2024.pdf**

ORDINANCE NO. 25-
AN ORDINANCE AMENDING THE CITY CODE
OF THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, the City Council of the City of Greenville, North Carolina, in accordance with Article 6, Chapter 160D, of the General Statutes of North Carolina, caused a public notice to be given and published once a week for two successive weeks in The Daily Reflector setting forth that the City Council would, on the 9th day of January, 2025, at 6:00 p.m., conduct a public hearing on the adoption of an ordinance amending the City Code;

WHEREAS, in accordance with the provisions of North Carolina General Statute 160D-605, the City Council of the City of Greenville does hereby find and determine that the adoption of the ordinance involving the text amendment is consistent with the adopted comprehensive plan and other officially adopted plans that are applicable and that the adoption of the ordinance involving the text amendment is reasonable and in the public interest due to its consistency with the comprehensive plan and other officially adopted plans that are applicable and, as a result, its furtherance of the goals and objectives of the comprehensive plan and other officially adopted plans that are applicable;

WHEREAS, as a further description as to why the action taken is consistent with the comprehensive plan and other officially adopted plans that are applicable in compliance with the provisions of North Carolina General Statute 160D-605, the City Council of the City of Greenville does hereby find and determine that the adoption of this ordinance is consistent with provisions of the comprehensive plan including, but not limited to, Horizons 2026: Greenville's Community Plan, Chapter 1, Building Great Places, Action 1.9. *Develop Corridor Development Standards the City will undertake development of commercial corridor development standards that can be applied through established commercial zoning districts, or through an overlay district. These standards will be designed to achieve the policies of this plan, specifically to encourage the evolution of established commercial areas to more vibrant and visually appealing places and to design commercial corridors to better accommodate multiple modes of transportation and improve safety for bikers and walkers. These standards could include requirements for placement of parking to the side or rear of buildings, orienting and placing buildings so that they frame the road, enhanced landscaping standards, building façade and roofline design standards, connectivity requirements with adjacent developments, or other requirements. The standards will often be applied in redevelopment contexts. To offset new regulations in a redevelopment context (which can sometimes be a deterrent to reinvestment) one option is to develop these standards as a menu for options using a point system, allowing individual property owners the flexibility to determine what improvements will work for a given site and context.*

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

Section 1: That Title 9, Chapter 4, Section 227, of the City Code is hereby amended by deleting and replacing with the following:

SEC. 9-4-227 SIGNS NOT REQUIRING PERMITS.

The following signs shall not require a zoning compliance permit under this article; provided, however, any such signs shall comply with all other requirements of this article and chapter except that the signs shall not be included in or count towards the total allowable sign surface area or total number of allowable freestanding signs.

(A) Signs not exceeding three square feet in total sign surface area that are associated with residential use and that are not of a commercial nature. The sign surface area shall contain only property identification names or numbers or names of occupants or warnings to the public;

(B) Memorial plaques, cornerstones, historical tablets and similar devices;

(C) Signs erected by or on behalf of or pursuant to the authorization of a governmental body, including legal notices, identification and information signs and traffic directional or regulatory signs;

(D) On-premises flags, balloons, insignia of nonprofit or governmental organizations shall be allowed subject to all of the following requirements:

(1) Flags and wind blades are permitted as follows:

(a) Temporary freestanding flags and wind blades are not permitted.

(b) Flags with or without commercial messages that are located on functioning light poles internal to the business lot shall be no more than 50 square feet in area. There is no limitation on the number permitted per lot.

(c) Flags attached to permanent poles shall be permitted as follows:

1. In nonresidential zoning districts, flagpoles shall not exceed the maximum height of 130 feet.

2. In residential districts, flagpoles shall not exceed 25 feet in height.

3. The maximum dimensions of any flagpole mounted flag shall be proportional to the flagpole height. The hoist side of the flag shall not exceed 30% of the vertical height of the pole. In addition flags are subject to the dimensional limits found in the following table:

<i>Pole Height (feet)</i>	<i>Max. Non-Commercial Flag Size (square feet)</i>	<i>Max. Commercial Flag Size (square feet)</i>
Up to 25	24	24
25 to 29	28	28
30 to 34	40	40
35 to 39	60	50

40 to 49	96	50
50 to 59	150	50
60 to 70	216	50
130	3,200	

4. Each property shall be allowed a maximum of three flagpoles.

5. A maximum of three flags shall be allowed per flagpole.

6. The flag and flagpole shall be maintained in good repair. A flagpole with broken halyards shall not be used and flags which are torn and frayed shall not be displayed.

7. On United States and North Carolina holidays, there shall be no maximum flag size or number or other limitations on manner of display.

8. Flags shall not be mounted directly on a building wall.

(2) Balloons, except as qualified and regulated under section 9-4-233(K) of this article, shall comply with all of the following requirements:

(a) Balloons shall be removed each day for the period extending between the hours of 10:00 p.m. and 8:00 a.m. unless otherwise provided herein;

(b) Balloons shall be maintained in accordance with section 9-4-224 of this article;

(c) No balloon shall exceed a maximum height of 125 feet above grade, as measured from the point of ground attachment to the highest balloon surface;

(d) Any balloon that exceeds 25 feet in height shall be set back from all street right-of-way lines and overhead public utility transmission and/or distribution lines a ground distance equal to the display height of the balloon plus 25 feet, as measured from the ground attachment point to the right-of-way line or to all ground points determined by a 90-degree vertical line extending from the closest overhead public utility transmission and/or distribution line as projected upon the ground, whichever is closer. The purpose of this requirement is to provide a 25-foot clear fall zone in the event of the balloons descent due to deflation or weather conditions;

(e) All balloons shall comply with the maximum height limitations set forth under Title 9, Chapter 3, Airport Zoning, of the Greenville City Code; and

(f) No individual balloon regulated under this section shall exceed a dimension of 20 feet as measured by diameter in the case of spherical balloons, or as measured by the greatest length in the case of oblong or tubular balloons, including blimps and the like.

(3) Insignia of nonprofit or governmental organizations shall not be displayed in connection with a commercial promotion or as an advertising device.

(E) Integral decorative or architectural features of buildings or works of art, provided the features or works of art do not contain advertisements, trademarks, moving parts or lights;

(F) Signs erected for the purpose of directing traffic on private property, identifying restrooms and parking area entrances or exits, provided the signs shall not exceed three square feet. The signs shall not contain any advertising, business name or logo;

(G) Signs painted on or otherwise permanently attached to current licensed motor vehicles that are not primarily used as signs; and

(H) Certain temporary signs:

(1) Temporary signs erected in connection with elections or political campaigns. Such signs shall be subject to section 12-1-5 of the Greenville City Code.

(2) Displays, including lighting, erected in connection with the observance of holidays. Such displays shall be removed within ten days following the holiday.

(3) Construction site identification signs shall be removed within ten days after the issuance of the occupancy permit.

(4) Signs attached temporarily to the interior of a building's window or glass door. Such signs may not cover more than 25% of the transparent surface area of the window or door to which they are attached. Signs painted on a window or glass door shall not be considered as temporary.

(5) Temporary unilluminated real estate signs shall be subject to the following.

(a) Within any residential zoning district, the total sign display area of any real estate sign(s) erected on any lot shall not exceed 12 square feet, unless otherwise provided herein.

(b) Within any nonresidential zoning district, the total sign display area of any real estate sign(s) erected on any lot shall not exceed 50 square feet, unless otherwise provided herein.

(c) The total sign display area of all temporary real estate sign(s) located on any multi-family lot that contains not less than 20 attached dwelling units, in one or several structures, shall not exceed 50 square feet.

(d) For purposes of this section, the term "real estate sign" shall include both "for sale" and "lease occupancy advertising" signs.

(e) Real estate "for sale" signs erected under this section shall be removed within 14 days following the transfer of title of the lot, tract or unit associated with the signs.

(f) Real estate "lease occupancy advertising" signs erected under this section shall be removed within 14 days following the occupancy of all leasehold units associated with the signs.

(g) Temporary real estate signs that are attached to a building, fence, wall or other structure shall meet the requirements for a permanent wall sign included under section 9-4-234(B).

(h) Temporary real estate signs that are freestanding shall meet the requirements for a permanent freestanding sign included under section 9-4-234(C); provided, however, no freestanding real estate sign located in a residential district shall exceed four feet in height and no real estate sign located in a nonresidential district shall exceed eight feet in height.

(6) Temporary signs not covered in the foregoing categories, so long as the signs meet the following restrictions.

- (a) Not more than one sign may be located on any lot.
- (b) No such sign shall exceed six square feet in area.
- (c) The sign shall be restricted to nonresidential uses only.

Section 2: That all ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed.

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

Section 4: That this ordinance shall become effective upon its adoption.

ADOPTED this 9th day of January, 2025.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

1200966

Excerpt from the draft Planning & Zoning Commission Minutes (12/17/2024)

7. REQUEST BY CAMPING WORLD HOLDINGS, INC. TO AMEND TITLE 9, CHAPTER 4, SECTION 227. SIGNS NOT REQUIRING PERMITS TO ALLOW UP TO THREE (3) FLAGPOLES WITH A MAXIMUM HEIGHT OF EACH FLAGPOLE OF 130 FEET ABOVE GRADE IN NONRESIDENTIAL (COMMERCIAL) ZONING DISTRICTS AND UP TO THREE (3) NON-COMMERCIAL FLAGS ON EACH POLE WITH A MAXIMUM FLAG SIZE OF NO MORE THAN 3,200 SQUARE FEET FOR EACH FLAG.

Chris Kelly, Planner II, presented on behalf of City Staff. This proposed text amendment is not staff initiated, so this presentation is meant to explain the current zoning regulations and the possible implications of the requested regulations. The applicant is requesting to amend the City's regulations on flagpoles and flags. Under the City's current zoning ordinance, flagpoles and flags are types of signage that are not reviewed nor approved by the Planning Division. This exemption does not mean that other permits, such as a building permit would not apply. Therefore, while no zoning approval is required, North Carolina building code does require a building permit for flagpoles placed on nonresidential properties. However, the City of Greenville Zoning Code does regulate the number of flagpoles and flags a property can have, as well as the height limits of flagpoles and size limits for flags. The height of the flagpole begins at grade. The zoning code regulations differentiate between nonresidential and residential zoning districts to determine the allowable height of flagpoles. An example of a nonresidential zoning district would be heavy commercial, so just think zoning districts that do not have residential uses. The zoning code differentiates non-commercial and commercial flags to determine the flag size allowance. Examples of non-commercial flags are country flags. The applicant's text amendment request is to amend the zoning regulations for nonresidential flagpole heights and non-commercial flags. An important note to make is that the City of Greenville, nor any local government has the authority to regulate the content of the flag. Current regulations for flagpoles and flag size in the City of Greenville found in section 9-4-227 of the zoning ordinance with number 1 providing the height limit of flagpoles in nonresidential zoning districts, with the height being the maximum height allowed in the zoning district or 70 feet, whichever is less. Included in your staff report is a table of the 16 nonresidential zoning districts in the City of Greenville, as well as the maximum heights allowed. Number 2 covers residential zoning districts with flagpoles not exceeding 25 feet in height. Number 3 of the regulations establish the maximum size of flags as to be proportionate to the flagpole height. Such as, for a residential property with a 25-foot flagpole, the maximum flag size would be 24 square feet. Nonresidential properties can utilize any row of this table, as the maximum height of the flagpole can 70 feet or less. As you can see, a 70-foot flagpole can have a maximum non-commercial flag size of 216 square feet. Numbers 4 and 5 are extremely important, number 4 establishes that each property is allowed three (3) flagpoles and number 5 establishes that each flagpole can have three (3) flags. Therefore, under current regulations, a nonresidential property can have three 70-foot flagpoles and up to nine (9) total flags. The applicant is requesting to amend numbers 1 and 3. The applicant is proposing to increase the allowable height of a flagpole in nonresidential zoning districts from 70 feet to 130 feet. The applicant is also requesting to remove the maximum height limit of the zoning district, choosing to request the standards be 130 feet for any nonresidential zoning district. Eight (8) of the 16 zoning districts do not have a height limit, however, six (6) of the zoning districts have height limits that are lower than the requested 130-foot flagpole allowance. The proposed regulations would allow for flagpole heights to far exceed the height limitations of the buildings. Additionally, the applicant is proposing to add a maximum non-commercial flag size of 3,200 square feet to be allowed for the 130-foot flagpole. In comparison to the current maximum flag size of 216 square feet, the requested 3,200 square feet represents a 1,381% increase. It's important to point out now, that the applicant is not requesting to amend numbers 4 and 5, as it relates to the number of allowed flagpoles and flags. (Attachment) *Map 1: Nonresidential Zoning Districts* shows you the 16 nonresidential zoning districts in the City of Greenville. Therefore, under the proposed language, regardless of the size of the property, each one of the red properties, shown on the map, would be allowed to have three (3) flagpoles that are 130 feet tall. Additionally, each flagpole would be allowed to have three (3) 3,200 square foot non-commercial flags. (Attachment) *Map 2: Highway Sign Overlay District* is a text amendment requested by the

Planning and Development Services Department approved by the City Council in March of 2020. This text amendment was to create the Highway Sign Overlay District with the intent of providing greater flexibility for flagpoles and flags in the area of the overlay and specifically near 4 lane divided highways. The standards for flagpoles and flags are increased in the Overlay District. As established in the zoning ordinance, nonresidential properties located in the overlay district are allowed only one (1) 130-foot flagpole and the flag size allowance is increased to 25 feet by 40 feet, which would be 1,000 square feet. The increase in allowance also necessitated the need of establishing set back standards. If a nonresidential property in the overlay district wanted to utilize the standards, then the flagpole also requires a setback. The setback is for each foot the flagpole exceeds 70 feet; an additional foot setback would be required. Therefore, a 130-foot flagpole would require an additional 60-foot setback. To conclude the applicant's request is city-wide, it is not for any specific property. The map that I have shown you all of the nonresidential zoning in the City of Greenville covers a large portion of the city, especially the commercial corridors. Additionally, the applicant's request would increase the allowable non-commercial flag size by 1,381%, which is an enormous increase that could lead to visual clutter in commercial areas. Finally, the City Council approved standards for the Highway Sign Overlay District previously in 2020 with the area most appropriate for flagpoles and flags of this height. In staff's opinion, the proposed Zoning Ordinance Text Amendment is not in compliance with the Comprehensive Plan Chapter 1 Building Great Places, *Action 1.9. Develop Corridor Development Standards The City will undertake development of commercial corridor development standards that can be applied through established commercial zoning districts, or through an overlay district. These standards will be designed to achieve the policies of this plan, specifically to encourage the evolution of established commercial areas to more vibrant and visually appealing places and to design commercial corridors to better accommodate multiple modes of transportation and improve safety for bikers and walkers. These standards could include requirements for placement of parking to the side or rear of buildings, orienting and placing buildings so that they frame the road, enhanced landscaping standards, building façade and roofline design standards, connectivity requirements with adjacent developments, or other requirements. The standards will often be applied in redevelopment contexts. To offset new regulations in a redevelopment context (which can sometimes be a deterrent to reinvestment) one option is to develop these standards as a menu for options using a point system, allowing individual property owners the flexibility to determine what improvements will work for a given site and context.*

Chair Brock opened the public hearing.

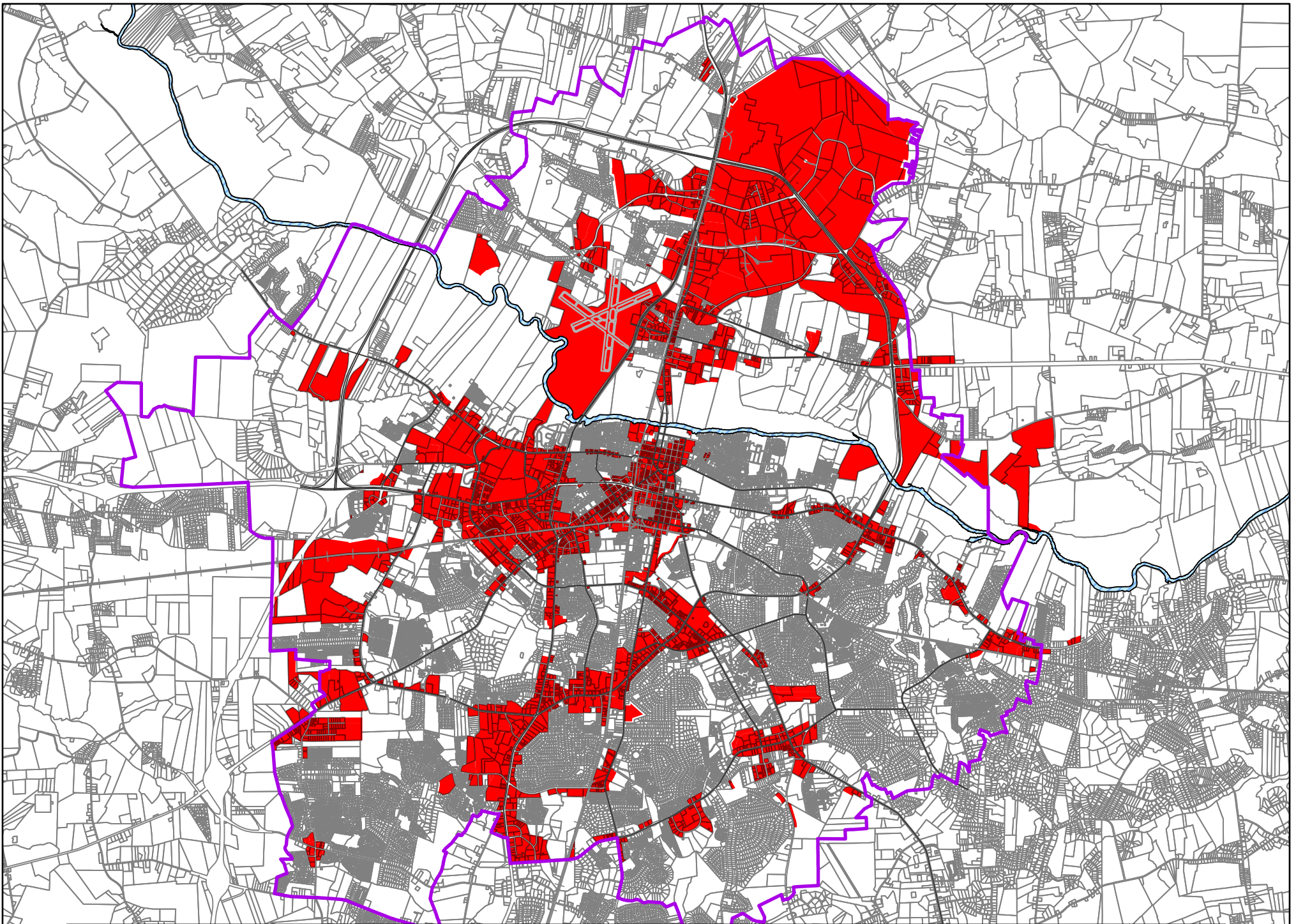
Daniel Kinser, employee of Camping World, spoke in favor of the request. Many Camping World business locations display flags in Garner, Colfax, Statesville, and Concord, North Carolina. Camping World does not use the flag as advertisement, it represents freedom. This amendment would allow others to do the same.

Jim Foskey, employee of Camping World, spoke in favor of the request. The residents of Greenville talk about community and how the flag is bringing people together. Citizens visit our business not to buy a camper, but to sign the petition in support to keep the flag.

No one spoke in opposition of the request.

Chair Brock closed the public hearing and opened board discussion.

Motion made by Mr. Collins, seconded by Mr. White, to recommend denial of the proposed amendment, to advise that it is inconsistent with the comprehensive plan and to adopt the staff report which addresses plan consistency and other matters. Voting in favor: Denton (abstained), Thomas, Woodmansee, Collins, Stone, Hairston, Carter, and White. Voting in opposition: No one voted in opposition. Motion passed 8 to 0. Motion passed unanimously.



0 0.5 1 2 Miles

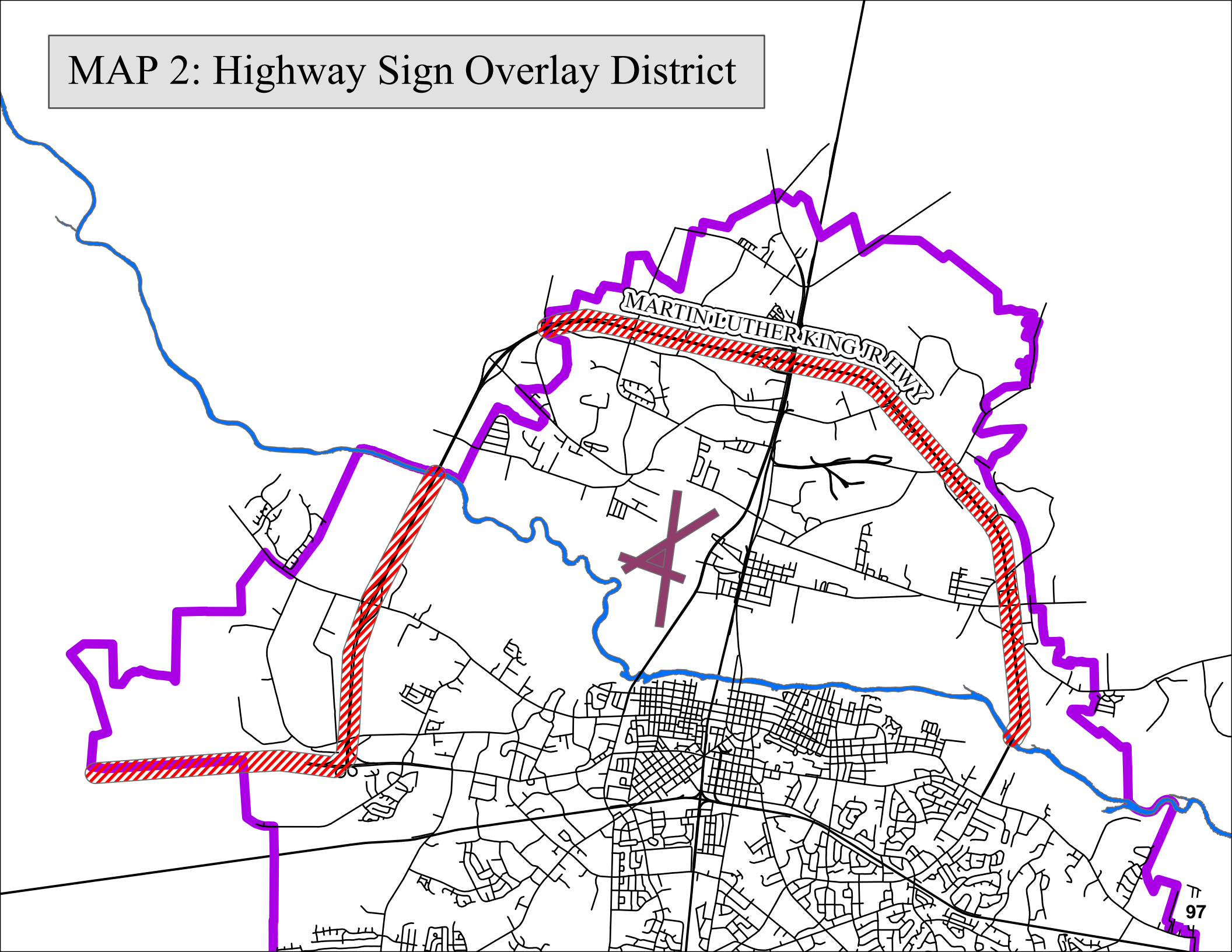
MAP 1: Nonresidential Zoning Districts



NONRESIDENTIAL ZONING DISTRICT HEIGHT LIMITS

Article F. Dimensional Standards	
Nonresidential Zoning Districts	Height (feet)
MI (Medical-Institutional)	None
MS (Medical-Support)	80
MO (Medical-Office)	80
MCG (Medical-General Commercial)	80
MCH (Medical-Heavy Commercial)	80
O (Office)	65 (additional setback above 45)
CN (Neighborhood Commercial)	None
CD (Downtown Commercial)	None
CDF (Downtown Commercial Fringe)	None
CH (Heavy Commercial)	None
CG (General Commercial)	None
PI (Planned Industry)	None (additional setback above 75)
IU (Unoffensive Industry)	None
PIU (Planned Unoffensive Industry)	None (additional setback above 75)
I (Industry)	None
MUI (Mixed Use Institutional)	70 (or 5 stories)

MAP 2: Highway Sign Overlay District



SEC. 9-4-200.3 HIGHWAY SIGN OVERLAY DISTRICT.

(A) *Highway sign overlay district established.* The highway sign overlay district is hereby established as a district which overlays existing zoning districts. The boundaries of the highway sign overlay district are as shown on the official zoning map, which are the same as shown on the map entitled "Highway Sign Overlay District," prepared by the Planning and Development Services Department of the City of Greenville.

(B) *Statement of intent.* It is the intent of this section to provide greater flexibility for signs in the area of the overlay and specifically near interstate and future interstate highways.

(C) *Standards.* The following standards shall apply to signs in the overlay.

(1) When located in a commercial or industrial zoning district, heights of flagpoles can be a maximum of 130 feet and the maximum size of the flag cannot exceed 25 feet by 40 feet and only one per site is permitted. Flagpole plans must have an engineer's seal for stress load and wind shear.

(2) A vertical flag pole shall be set back from all property boundaries a distance of at least one foot for each foot by which the pole in question exceeds 70 feet from finished grade.

(3) In all other respects signs shall follow the requirements of Article N of Title 9, Chapter 4 of the City of Greenville's code of ordinances.

(Ord. No. 20-016, § 1, passed 3-12-2020)

Save the Flag

DEL JENKINS

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17.

18.

19.

20.

~~Del Jenkins~~

~~Del Jenkins~~

~~Del Jenkins~~

Gene Bunn

Dale Bunn

Susana Thompson

Angie Sauter

Nate Hite

David Woolard

Cynthia Woolard

Barry Dove

Susan Dove

Jerry Bibbs

Susan Bright

Ala Ala

Lisa Foskey

Anica Higgs

Scotty Harris

Cordasia Powell

Desmiya Tillery

21. DIQUAN CARNEY

22. Dustin Duong

23. Tommy Rozzell

24. Austin Wells

25. Jesus De la Rosa

26. Cynthia Howard

27. David R Saults

28. Matthew Donalds

29. Tami Brock

30. Sandy & Shaw

31. Kim Oglesbee

32. Brieu Oglesbee

33. ~~Jonathan Pauls~~

34. ~~Jeffrey~~

35. ~~Adam~~

36. ~~John~~

37. ~~John~~

38. April Williams

39. Brandy Chesel

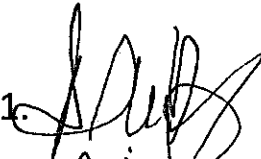

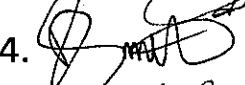

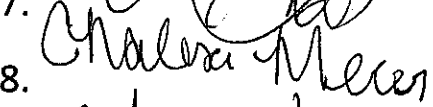



40. BENJAMIN SPALDING

41. Douglas Tritt

42. Matia Tritt

43. Deanta Evans
44. JOAN STROUD
45. Valerie Stroud
46. Savanna Stroud
47. ~~Taina Stroud~~
48. ~~Davis~~
49. ~~J. Wells~~ Jordan Wells
50. Tony Anderson
51. Carter O'Brient
52. Steven Lipscomb
53. Brianna Overton
54. Jeffery Williams
55. Tony Dixon
56. Loui Dixon
57. ~~Alit~~
58. ~~MP~~
59. ~~Paul Mc~~
60. Denise Wilson

Save the Flag

1. 
2. Colton Sims
3. 
4. 
5. moral breeze
6. 
7. 
8. Charles Meeks
9. Andrew Hay
10. Crystal James
11. Jack
12. Pennys R
13. 
14. Stephanie Moore
15. 
16. Briyana phillips
17. Savannah Randolph
18. 
19. LaKevia Maybank
20. Jaeden Coles

Save The Flag

21. Nijal Daniels

22. ~~Al~~

23. ~~Al~~

24. Cruz Brown

25. Mia Jack

26. ~~Mia~~

27. Kellei Van

28. Nestini Whitehead

29. Natasha Silko

30. Queena Johnson

31. YIMANI MILBON

32. Michaelym Lewis

33. Sadiyatt Warren

34. Zeddy Martin

35. Anley Oof

36. Sarahi Harris

37. Uniqya Beard

38. Ashley Freeman

39. Decker Morgan

40. Matt Mc

Save The Flag

41. ~~John~~
42. ~~Earl Brown~~
43. Adiya Griffin
44. Barbara Ragern
45. Erica Hollis
46. Ben Whitaker
47. Ashley Brown
48. Wynhwa Spruill
49. Sandra Thompson
50. ~~McMurtre~~
51. Corey Lewis
52. Margaret Day
53. William Hewitt
54. T. Wells
55. ~~Justin Johnson~~
56. ~~Ken~~
57. Freddie King
58. ~~John~~
59. Thomas Cobb
60. Michele Gaceffo

Save The Flag

61. @Whites
62. Chris P
63. Megan Shumell
64. John Moor
65. Benjamin
66. John
67. John
68. Amy C. C.
69. John
70. Barbara Goin
71. Shana Jackson
72. Lynda Hootz
73. In
74. Logan Anderson
75. Vali Verr
76. Davon N. Armstrong
77. Jay
78. Candi Godly
79. Nancy Scott
80. Heidi P. Mock

SAVE THE FLAG

- 81 Terrika Harrison
82 Danielle Martin
83 Keasha Shephard
84 Crystal Buff
85 Carolyn Anthony
86 Josh Thomas
87 DeAnna Maye
88 William Hill
89 Chris Thompson
90 Tanya Thompson
91 Jewelle Leasure-Grabbie
92 Cadence Lewis
93 Chris Jones
94 Mary Graceffa
95 Vincent Graceffa
96 Montrel Williams
97 Ellen Anthony
98 Dashawn Griffin
99 Charles Love
100 ~~James Jones~~
101 ~~James Jones~~
102 Choy De La Rosa
103 Honey Hamilton
104



Frankie Bunting · Brittany Ridge



Its a whopper.

6d  1

Like **Reply** **Share**



Pamela Hales · Portertown Road



It is a rather large large large one which is awesome as awesome we love that flag!! Is big and beautiful!

6d  3

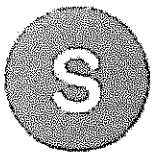
Like **Reply** **Share**



David Erwin · Woodmoor



Agreed. Love it.



Sandy B.

Locksley Woods · 1w ·



A HUGE thank you to Camping World for putting up that absolutely massive American flag! I just saw it this morning and it made me smile. If you haven't seen it take a drive past Camping World on Red Banks (by Target and Harris Teeter). You can't miss it!



Add a comment...



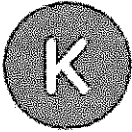
Karen Ryan · Langston Farms



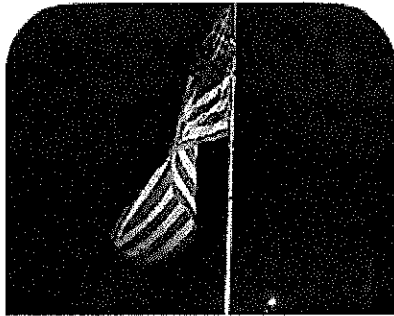
Love it too!!

5d

Like Reply Share



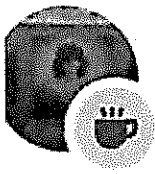
Kristy M. · 14th and Greenville Blvd



Karen photos don't do it justice! Beautiful



Add a comment...



Karen Smith · Club Pines / Westhaven

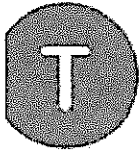


Love it!!! God Bless America and the owner!!



6d

Like Reply Share



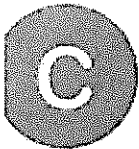
Tammie H. · Avon road-pine & mulch



It is awesome! Ride by at night, absolutely amazing

5d

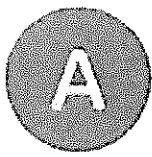
Like Reply Share



Crystal Wilson · Landmark St



It's been up for a bit my kids talk about it everyday. LOL 😏 My son was very concerned on what happens to it during bad weather.



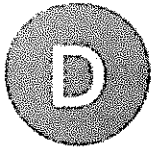
Andrew Flynn · 14th and Greenville Blvd



Saw that today, that's a big flag!

3d

Like Reply Share



Deborah Manning · 14th and Greenville Blvd



Absolutely beautiful 

1d

Like Reply Share



Add a comment...



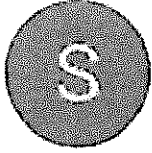
Wendy Meehan · Red Oak



It's beautiful. We love it!

5d

Like Reply Share



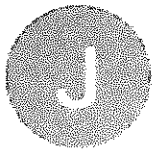
Sherry Clark · East Greenville



Saw it last night. Put a big smile on my face

4d

Like Reply Share



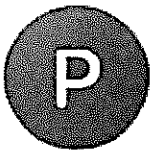
janice s. · North West Ayden



yes I saw it last night, beautiful

4d

Like Reply Share



Paul Collins · Spring Forest



It's a beautiful flag, probably the largest one I have seen. I read the other day that all Camping Worlds are doing this and I think it's great! 🇺🇸 🇺🇸 🇺🇸 🇺🇸

6d

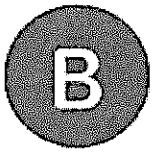


4

Like

Reply

Share



Brittany N. · Rams Horn



Oh I just LOVE it. I talk about it nonstop!



Comment text is heavily blurred and illegible.



City of Greenville, North Carolina

Meeting Date: 01/09/2025

Title of Item: Ordinance requested by the Planning and Development Services Department to amend City Code Title 6, Chapter 2, Article E. Uptown Outdoor Dining Permit to allow outdoor dining for restaurants along the North Carolina Department of Transportation (NCDOT) maintained portion of Dickinson Avenue in the Uptown Outdoor Dining Area and make changes to the City's standards to align with NCDOT's Sidewalk Dining standards

Explanation: **Background:**

In 2013, the City established the Uptown Outdoor Dining Area in the Uptown area to allow for restaurants in the dining area to use public sidewalks for outdoor dining. The area is roughly bounded by First Street, Reade Circle, Cotanche Street, East 10th Street, Atlantic Avenue, Bonners Lane, and South Pitt Street. There is a portion of Dickinson Avenue in the dining area that is maintained by the North Carolina Department of Transportation (NCDOT). The City has not been able to allow restaurants in this area to have outdoor dining because the City didn't have an agreement with NCDOT. See the attached map.

The City has now signed an agreement with NCDOT that will allow the City to administer and give permits for outdoor dining on behalf of NCDOT. As part of this process, the City has to amend it's current outdoor dining standards to align with NCDOT's standards. This request, if approved, is the last step needed for the City to be able to offer outdoor dining for restaurants along the NCDOT-maintained portion of Dickinson Avenue in the Uptown Outdoor Dining Area.

Text in ~~red~~ is proposed to be deleted and text in red is proposed to be added.

SEC. 6-2-60 DEFINITIONS.

For the purposes of this article, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Uptown outdoor dining. Outdoor dining operated by a restaurant ~~and/or dining and entertaining establishment~~ in the Uptown Dining Area that utilizes public sidewalks and/or alleys that contain removable chairs, tables, plants and related ~~appurtenances~~ furnishings.

Uptown outdoor dining area. The area where uptown outdoor dining is allowed by permit and which is located in the geographic area within the following boundary: Beginning at the intersection of South Pitt Street with West First Street; thence running along West First Street to Evans Street; thence along East First Street to Reade Street; thence along Reade Street to East Fifth Street; thence along Reade Circle to Cotanche Street; thence along Cotanche Street to East Tenth Street; thence along East Tenth Street to Evans Street; thence along West Tenth Street to Dickinson Avenue; thence along Dickinson Avenue to Atlantic Avenue; thence along Atlantic Avenue to Bonners Lane; thence along Bonners Lane to South Pitt Street; thence along South Pitt Street to East First Street, the point of beginning. ~~Excluded from this area are any rights-of-way maintained by North Carolina Department of Transportation.~~

SEC. 6-2-61 PERMIT REQUIRED.

Uptown outdoor dining will be permitted only in the Uptown Outdoor Dining Area. It is unlawful to operate outdoor dining on public sidewalks or alleys without an outdoor dining permit issued by the city.

SEC. 6-2-62 MINIMUM SUBMISSION STANDARDS.

All applications for an outdoor dining permit shall be submitted on a form provided by the city and contain the following information:

(A) ~~Five (5)~~ **One (1)** copies of a scaled sketch plan showing the proposed outdoor dining area boundary and surrounding streetscape details including property lines, sidewalks, lighting, trees, tree grates, planters, parking meters, benches, street signs, bus stops, ~~and~~ fire hydrants, driveways, alleyways, building entrance or exit, emergency entrance or exit, standpipe, utility access, ventilations areas, or ramps. The plan shall also include location, number, ~~dimensions,~~ ~~and~~ arrangement of tables, chairs and other ~~appurtenances~~ **furnishings**. The plan will be reviewed for compliance with applicable rules, regulations, ordinances, law, and statutes by the following departments/divisions: Police, Fire/Rescue, Engineering and Planning and Development Services;

~~(B) Valid privilege license from the City of Greenville;~~

~~(C) (B)~~ State ABC license to serve alcoholic beverages in the outdoor dining area (if alcoholic beverages are served);

~~(D) (C)~~ City beer/wine license to serve alcoholic beverages in the outdoor dining area (if alcoholic beverages are served);

~~(E) (D)~~ Proof of valid insurance policy that provides a minimum liability of \$1,000,000, and has the City of Greenville and NCDOT, if applicable,

designated as an additional insured under the policy; ~~and~~

~~(F)~~ (E) Written permission of abutting property owner (if outdoor dining area includes an area adjacent to the abutting property beyond the property upon which the restaurant ~~or dining and entertainment establishment~~ is located); ~~and~~

(F) The applicant agrees to maintain that tables, chairs and other furnishings shall be placed ~~in such a manner that at least five feet (60 inches) of unobstructed paved space of the sidewalk, measured from any permanent or semi-permanent object, remain clear for the passage of pedestrians and provides adequate passing space that complies with the Americans with Disabilities Act (ADA) no less than four feet (48 inches) minimum pedestrian clearance at all times and demarcated by a City of Greenville outdoor dining emblem.~~

SEC. 6-2-63 CONDITIONS.

The following conditions apply to the outdoor dining permit:

(A) Outdoor dining must be associated with an operating restaurant ~~and/or dining and entertainment establishment~~ in the Uptown Dining Area that is under the same management and shares the same food preparation facilities, restroom facilities, and other customer conveniences as the restaurant ~~and/or dining and entertainment establishment~~. Food trucks are not eligible for outdoor dining under this article.

(B) Outdoor dining shall be in accordance with the plan approved by the outdoor dining.

(C) Outdoor dining area shall not be enclosed by fixed walls and shall be open to the public.

(D) Furniture may be of any construction but must be removeable.

(E) No tents or cash registers are allowed in the outdoor dining area.

(F) All furniture must be removed from the outdoor dining area each day by 1:00 a.m., or secured firmly against the storefront wall with a chain or similar locking device. Furniture may be returned to its original state in the outdoor dining area after 6:00 a.m. the following day.

(G) No additional signage shall be allowed in the outdoor dining area except as allowed in Title 9, Chapter 4, Article N of the City Code.

(H) Temporary barriers are allowed provided that these are no more than 36 inches in height and of all-metal

(I) Umbrellas are allowed provided vertical and horizontal clearances on sidewalks, as required by the North Carolina State Building Code and the

~~Americans with Disabilities Act~~, ADA are maintained.

~~(J) Umbrellas are allowed provided vertical and horizontal clearances on sidewalks, as required by the North Carolina State Building Code and the Americans with Disabilities Act, are maintained.~~

~~(K)~~ (J) No electrical/extension cords may be used in the outdoor dining area.

~~(L)~~ (K) No flooring, decking, terracing or other floor material may be installed in the outdoor dining area.

~~(M)~~ (L) No food serving equipment or food service equipment to hold, store, heat, warm, cold, chill or otherwise to keep food to be served may be in the outdoor dining area.

~~(N)~~ (M) No food or beverage can be served to a patron in the outdoor dining area unless the patron is seated at a table.

~~(O)~~ (N) Accessible routes, as required by the North Carolina State Building Code and the ADA, shall be maintained.

~~(P)~~ (O) Outdoor dining area may be expanded to an abutting property with the written permission of the abutting property owner and the inclusion of the area in the outdoor dining permit.

~~(Q)~~ (P) Permit holder must comply with all applicable rules, regulations, ordinances, laws or statutes, including the ~~Americans with Disabilities Act (ADA)~~ and those regulations promulgated or enforced by the North Carolina Alcohol Beverage Control Board and the Pitt County Health Department (Environmental Health).

~~(R)~~ (Q) Outdoor dining operation must comply with all State and local sanitary and health regulations.

~~(S)~~ (R) Addition of outdoor dining shall not cause the restaurant ~~and/or dining and entertainment establishment~~ to exceed the capacity of patrons as determined by the size of the kitchen as determined by Pitt County Health Department.

~~(T)~~ (S) The permit holder shall maintain general commercial liability insurance, naming the city ~~and NCDOT, if applicable~~, 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. Such insurance shall not be cancelled without 30 day written notice to the city.

~~(U)~~ (T) The city maintains the right to enter the outdoor dining area at any time for inspecting the area, ascertaining compliance with conditions of the permit or making any repairs to public sidewalks and/or alleys.

(U) Tables, chairs and other furnishings shall be placed a minimum of six feet

(72 inches) from any travel lane.

(V) Tables, chairs, and other furnishings shall be placed in such a manner that at least five feet (60 inches) of unobstructed paved space of the sidewalk, measured from any permanent or semi-permanent object, remains clear for the passage of pedestrians and provides adequate passing space that complies with the Americans with Disabilities Act.

(W) Tables, chairs, and other furnishings shall not obstruct any driveway, alleyway, building entrance or exit, emergency entrance or exit, fire hydrant or standpipe, utility access, ventilations areas, or ramps necessary to meet accessibility requirements under the Americans with Disabilities Act.

(X) The maximum posted speed permitted on the roadway adjacent to the right-of-way to be used for outdoor dining activities shall not be greater than 45 miles per hour.

SEC. 6-2-64 RESPONSIBILITIES.

In addition to the conditions specified in §6-2-63, the permit holder of an outdoor dining permit shall comply with the following:

(A) Permit holder shall keep the outdoor dining area free of garbage, trash, refuse, and other waste

(B) Permit holder shall maintain the outdoor dining area in a clean and usable state and must protect the right-of-way from damage.

(C) Permit holder shall properly clean and remove, for the safety of pedestrians and for environmental concerns, any food, drink, and other items spilled in the sidewalk, alley, or adjacent areas located in the right-of-way.

(D) Permit holder shall use and occupy the outdoor dining area in a safe and reasonable manner in accordance with applicable laws including the provisions of this article.

(E) Permit holder shall keep and maintain the outdoor dining area in good and complete state of repair and condition, except for ordinary wear and tear.

(F) Permit holder shall cease part or all sidewalk dining activities in order to allow construction, maintenance, or repair of any street, sidewalk, utility, public building, by NCDOT, the city, its agents or employees, or by any government entity or public utility.

SEC. 6-2-65 NON-TRANSFERABILITY.

The outdoor dining permit is not transferable. A change in ownership of the restaurant ~~or dining and entertainment establishment~~ requires re-application. The outdoor dining permit is valid for one year on a calendar year basis (from January 1 through December 31) and will expire on December 31 regardless as to when the outdoor dining permit is issued.

SEC. 6-2-66 REVOCATION.

The outdoor dining permit may be revoked if it is determined that the permit holder:

(A) Deliberately misrepresented or provided false information in the permit application;

(B) Violated any provision of the City Code or county health department regulations in connection with the operation of the outdoor dining;

(C) Violated any law, regulation, or ordinance regarding possession, sale, transportation or consumption of intoxicating beverages or controlled substances in connection with the operation of the outdoor dining;

(D) Operated the outdoor dining in such a manner as to create a public nuisance or to constitute a hazard to public health, safety, and welfare; specifically including failure to keep the outdoor dining area clean and free of refuse; or

(E) Failed to maintain any health, business, or other permit or license required by law for the operation of the restaurant and/or dining and entertainment establishment.

SEC. 6-2-67 ENFORCEMENT AND APPEALS.

Enforcement of this article will be the responsibility of the Director of the Planning and Development Services or designee. An appeal of a citation or of a denial or revocation of a permit shall be presented in writing to the Director of the Planning and Development Services no later than five calendar days after its issuance.

SEC. 6-2-68 PENALTIES FOR VIOLATIONS.

(A) Any violation of the provisions of this section shall subject the offender to a civil penalty in the amount of \$50. Violators shall be issued a written citation, which must be paid within 72 hours. If the person fails to pay the civil penalty within 72 hours, the city may recover the penalty including all costs and attorney fees by filing a civil action in the general court of justice in the nature of a suit to

collect a debt.

(B) This article may also be enforced by any appropriate equitable action.

Fiscal Note: There is no cost to the City for the outdoor dining permit.

Recommendation: Staff recommends approval of the Ordinance for Outdoor Dining to Include Dickinson Avenue.

ATTACHMENTS

- [1200889 - Ordinance for Outdoor Dining to include Dickinson Ave - 1 - COG.DOCX](#)
- [OutdoorDiningArea.pdf](#)

ORDINANCE NO. 25-
ORDINANCE AMENDING THE PROVISIONS OF THE GREENVILLE CITY CODE
RELATING TO AN UPTOWN OUTDOOR DINING PERMIT

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

Section 1: That Section 6-2-60 of the Code of Ordinances, City of Greenville, North Carolina, is hereby amended by deleting and replacing the definitions of the following words “Uptown sidewalk dining” and “Uptown sidewalk dining area” so that they read:

Uptown outdoor dining. Outdoor dining operated by a restaurant in the Uptown Dining Area that utilizes public sidewalks and/or alleys that contain removable chairs, tables, plants and related furnishings.

Uptown outdoor dining area. The area where uptown outdoor dining is allowed by permit and which is located in the geographic area within the following boundary: Beginning at the intersection of South Pitt Street with West First Street; thence running along West First Street to Evans Street; thence along East First Street to Reade Street; thence along Reade Street to East Fifth Street; thence along Reade Circle to Cotanche Street; thence along Cotanche Street to East Tenth Street; thence along East Tenth Street to Evans Street; thence along West Tenth Street to Dickinson Avenue; thence along Dickinson Avenue to Atlantic Avenue; thence along Atlantic Avenue to Bonners Lane; thence along Bonners Lane to South Pitt Street; thence along South Pitt Street to East First Street, the point of beginning.

Section 2: That Section 6-2-62 of the Code of Ordinances, City of Greenville, North Carolina, is hereby amended by deleting and replacing with the following:

All applications for an outdoor dining permit shall be submitted on a form provided by the city and contain the following information:

(A) One (1) copy of a scaled sketch plan showing the proposed outdoor dining area boundary and surrounding streetscape details including property lines, sidewalks, lighting, trees, tree grates, planters, parking meters, benches, street signs, bus stops, fire hydrants, driveways, alleyways, building entrance or exit, emergency entrance or exit, standpipe, utility access, ventilations areas, or ramps. The plan shall also include location, number, dimensions, and arrangement of tables, chairs and other furnishings. The plan will be reviewed for compliance with applicable rules, regulations, ordinances, law, and statutes by the following departments/divisions: Police, Fire/Rescue, Engineering and Planning and Development Services;

(B) State ABC license to serve alcoholic beverages in the outdoor dining area (if alcoholic beverages are served);

(C) City beer/wine license to serve alcoholic beverages in the outdoor dining area (if alcoholic beverages are served);

(D) Proof of valid insurance policy that provides a minimum liability of \$ 1,000,000, and has the City of Greenville and the North Carolina Department of Transportation (NCDOT), if

applicable, designated as an additional insured under the policy;

(E) Written permission of abutting property owner (if outdoor dining area includes an area adjacent to the abutting property beyond the property upon which the restaurant is located); and

(F) The applicant agrees to maintain tables, chairs and other furnishings shall be placed in such a manner that is at least five feet (60 inches) of unobstructed paved space of the sidewalk, measured from any permanent or semi-permanent object, remain clear for the passage of pedestrians and provides adequate passing space that complies with the Americans with Disabilities Act (ADA).

Section 3: That Section 6-2-63 of the Code of Ordinances, City of Greenville, North Carolina, is hereby amended by deleting and replacing with the following:

The following conditions apply to the outdoor dining permit:

(A) Outdoor dining must be associated with an operating restaurant in the Uptown Outdoor Dining Area that is under the same management and shares the same food preparation facilities, restroom facilities, and other customer conveniences as the restaurant. Food trucks are not eligible for outdoor dining under this article.

(B) Outdoor dining shall be in accordance with the plan approved by the outdoor dining permit.

(C) Outdoor dining area shall not be enclosed by fixed walls and shall be open to the air.

(D) Furniture may be of any construction, but must be removeable

(E) No tents or cash registers are allowed in the outdoor dining area.

(F) All furniture must be removed from the outdoor dining area each day by 1:00 a.m., or secured firmly against the storefront wall with a chain or similar locking device. Furniture may be returned to its original state in the outdoor dining area after 6:00 a.m. the following day.

(G) No additional signage shall be allowed in the outdoor dining area except as allowed in Title 9, Chapter 4, Article N of the City Code.

(H) Temporary barriers are allowed provided that these are no more than three feet (36 inches) in height and of all-metal construction.

(I) Umbrellas are allowed provided vertical and horizontal clearances on sidewalks, as required by the North Carolina State Building Code and the ADA are maintained.

(J) No electrical/extension cords may be used in the outdoor dining area.

(K) No flooring, decking, terracing or other floor material may be installed in the outdoor area.

(L) No food serving equipment or food service equipment to hold, store, heat, warm, cold, chill or otherwise to keep food to be served may be located in the outdoor dining area.

(M) No food or beverage can be served to a patron in the outdoor dining area unless the patron is seated at a table.

(N) Accessible routes, as required by the North Carolina State Building Code, shall be maintained.

(O) Outdoor dining area may be expanded to an abutting property with the written permission of the abutting property owner and the inclusion of the area in the outdoor dining permit.

(P) Permit holder must comply with all applicable rules, regulations, ordinances, laws or statutes, including the ADA and those regulations promulgated or enforced by the North Carolina Alcohol Beverage Control Board and the Pitt County Health Department (Environmental Health).

(Q) Outdoor dining operation must comply with all State and local sanitary and health regulations.

(R) Addition of outdoor dining shall not cause the restaurant to exceed the capacity of patrons as determined by the size of the kitchen as determined by Pitt County Health Department.

(S) The permit holder shall maintain general commercial liability insurance, naming the city and NCDOT, if applicable, 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. Such insurance shall not be cancelled without 30 day written notice to the city.

(T) The city maintains the right to enter the outdoor dining area at any time for inspecting the area, ascertaining compliance with conditions of the permit or making any repairs to public sidewalks and/or alleys.

(U) Tables, chairs and other furnishings shall be placed a minimum of six feet (72 inches) from any travel lane.

(V) Tables, chairs, and other furnishings shall be placed in such a manner that at least five feet (60 inches) of unobstructed paved space of the sidewalk, measured from any permanent or semi-permanent object, remains clear for the passage of pedestrians and provides adequate passing space that complies with the Americans with Disabilities Act.

(W) Tables, chairs, and other furnishings shall not obstruct any driveway, alleyway, building entrance or exit, emergency entrance or exit, fire hydrant or standpipe, utility access, ventilations areas, or ramps necessary to meet accessibility requirements under the Americans with Disabilities Act.

(X) The maximum posted speed permitted on the roadway adjacent to the right-of-way to be used for outdoor dining activities shall not be greater than 45 miles per hour.

Section 4: That Section 6-2-64 of the Code of Ordinances, City of Greenville, North Carolina, is hereby amended by deleting and replacing with the following:

In addition to the conditions specified in § 6-2-63, the permit holder of an outdoor dining permit shall comply with the following:

(A) Permit holder shall keep the outdoor dining area free of garbage, trash, refuse, and other waste materials.

(B) Permit holder shall maintain the outdoor dining area in a clean and usable state and must protect the right-of-way from damage.

(C) Permit holder shall properly clean and remove, for the safety of pedestrians and for environmental concerns, any food, drink, and other items spilled in the sidewalk, alley, or adjacent areas located in the right-of-way.

(D) Permit holder shall use and occupy the outdoor dining area in a safe and reasonable manner in accordance with applicable laws including the provisions of this article; and

(E) Permit holder shall keep and maintain the outdoor dining area in good and complete state of repair and condition, except for ordinary wear and tear.

(F) Permit holder shall cease part or all outdoor dining activities in order to allow construction, maintenance, or repair of any street, sidewalk, utility, public building, by NCDOT, the city, its agents or employees, or by any government entity or public utility.

Section 5: That Section 6-2-65 of the Code of Ordinances, City of Greenville, North Carolina, is hereby amended by deleting and replacing with the following:

The outdoor dining permit is not transferable. A change in ownership of the restaurant requires re-application. The outdoor dining permit is valid for one year on a calendar year basis (from January 1 through December 31) and will expire on December 31 regardless as to when the outdoor dining permit is issued.

Section 6: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 7: Any part or provision of this ordinance found by a court of competent jurisdiction to be in violation of the Constitution or laws of the United States or North Carolina is hereby deemed severable and shall not affect the validity of the remaining provisions of the ordinance.

Section 8: This ordinance shall become effective upon its adoption.

This 9th day of January, 2025.

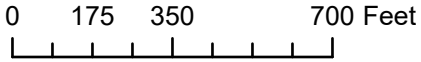
P. J. Connelly, Mayor





ATTEST:

Valerie Shiuwegar, City Clerk

Doc. 1200889

Outdoor Dining Area



-  Outdoor Dining Area
-  NCDOT Maintained Road
-  Railroads
-  Streets





City of Greenville, North Carolina

Meeting Date: 01/09/2025

Title of Item: Resolution Authorizing the Sale of City-Owned Property Located at 624 Hudson Street to Manaya Perry

Explanation: The City is preparing to sell its property located at 624 Hudson Street, Pitt County tax parcel #84909, to Manaya Perry. The property is new construction located within the West Greenville Lincoln Park development area. The single-family dwelling is a three-bedroom, two and half-bath home with a fair market value of \$229,000.00.

The buyer is proposing a closing date on or before February 28, 2025, and will occupy the home as her principal residence. Ms. Perry has received pre-approval from her mortgage lender. In addition, Ms. Perry plans to utilize the City's HOME down payment assistance.

City Council must hold a public hearing prior to the approval of the attached resolution authorizing the conveyance of the home to Ms. Perry.

Fiscal Note: The purchase price offered is \$229,000.00. Proceeds from the sale will be captured as HOME Investment Partnership program income and reinvested in the community by way of housing-related activities.

Recommendation: Following a public hearing, approval of the resolution to authorize the sale of 624 Hudson Street to Manaya Perry.

ATTACHMENTS

- [COG-#1201064-v1-Resolution_Authorizing_Conveyance_of_624_Hudson_St.docx](#)
- [624 Offer to Purchase Contract.pdf](#)
- [624 Hudson City of Greenville Council Approval Addendum.pdf](#)

RESOLUTION NO. ___-25
RESOLUTION AUTHORIZING THE CONVEYANCE OF PROPERTY LOCATED AT
624 HUDSON STREET TO MANAYA PERRY FOR HOMEOWNERSHIP

WHEREAS, the City of Greenville has established the West Greenville Certified Redevelopment Area and a program to increase homeownership within this area;

WHEREAS, the City of Greenville recognizes the importance of homeownership for low and moderate income persons and intends to dispose of certain properties owned by the City of Greenville for this purpose;

WHEREAS, the City of Greenville is authorized pursuant to North Carolina General Statute 160D-1311 to undertake community development programs and activities and to exercise powers granted by law and is authorized pursuant to North Carolina General Statute 160D-1312 to acquire and dispose of property for redevelopment as a part of a community development program;

WHEREAS, pursuant to the afore listed authority, the City of Greenville has acquired and developed certain properties for the purpose of resale for development of housing for ownership by low and moderate income persons, including the property located at 624 Hudson Street; and

WHEREAS, on January 9, 2025 the City Council held a public hearing on the proposed sale of property located at 624 Hudson Street (Pitt County Tax Parcel #84909) to Manaya Perry for the purposes described herein, and notice of said public hearing was published and the public hearing was held in accordance with the provisions of G.S. 160D-1312;

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Greenville that it does hereby approve the sale of the property located at 624 Hudson Street (Pitt County Tax Parcel #84909) for \$229,000.00, said amount being not less than the appraised value of said property.

BE IT FURTHER RESOLVED by the City Council of the City of Greenville that the Mayor and City Clerk be and are hereby authorized to execute the deed and any other necessary documents to accomplish the conveyance of said property to said person.

This the 9th day of January, 2025

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk
#1201064

OFFER TO PURCHASE AND CONTRACT
[Consult "Guidelines" (Form 2G) for guidance in completing this form]

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. **TERMS AND DEFINITIONS:** The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Seller": The City of Greenville

(b) "Buyer": Manaya Perry

(c) "Property": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in Paragraphs 2 and 3 below.

The Property will will not include a manufactured (mobile) home(s).
The Property will will not include an off-site and/or separate septic lot, boat slip, garage, parking space, or storage unit.

NOTE: If a manufactured home(s) or a septic lot, boat slip, garage, parking space, or storage unit is included, Buyer and Seller are strongly encouraged to include further details in the Additional Provisions Addendum (Form 2A11-T) and attach it to this offer.

Street Address: 624 Hudson St
City: Greenville Zip: 27834
County: Pitt, North Carolina

NOTE: Governmental authority over taxes, zoning, school districts, utilities and mail delivery may differ from address shown.

Legal Description: (Complete ALL applicable)
Plat Reference: Lot/Unit 22, Block/Section _____, Subdivision/Condominium Lincoln Park
_____, as shown on Plat Book/Slide 3760 at Page(s) 716
The PIN/PID or other identification number of the Property is: 4678807969
Other description: _____
Some or all of the Property may be described in Deed Book 3760 at Page 716

(d) "Purchase Price":
\$ 229,000.00
\$ _____
\$ 400.00
\$ _____
\$ _____
\$ _____
\$ _____
\$ 228,600.00

paid in U.S. Dollars upon the following terms:
BY DUE DILIGENCE FEE made payable and delivered to Seller on the Effective Date by cash personal check official bank check wire transfer electronic transfer (specify payment service: _____)
BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) within five (5) days of the Effective Date of this Contract by cash personal check official bank check wire transfer electronic transfer.
BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) no later than 5 p.m. on _____, **TIME IS OF THE ESSENCE** by cash official bank check wire transfer electronic transfer
BY ASSUMPTION of the unpaid principal balance and all obligations of Seller on the existing loan(s) secured by a deed of trust on the Property in accordance with the attached Loan Assumption Addendum (Standard Form 2A6-T).
BY SELLER FINANCING in accordance with the attached Seller Financing Addendum (Standard Form 2A5-T).
BY BUILDING DEPOSIT in accordance with the attached New Construction Addendum (Standard Form 2A3-T).
BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan)



This form jointly approved by:
North Carolina Bar Association's Real Property Section
North Carolina Association of REALTORS®, Inc.



STANDARD FORM 2-T
Revised 7/2024
© 7/2024

Buyer's initials MP Seller's initials _____

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer, and Seller shall be entitled to recover the Due Diligence Fee together with all Earnest Money Deposit paid or to be paid in the future. In addition, Seller may seek any remedies allowed for dishonored funds. See paragraph 23 for a party's right to attorneys' fees incurred in collecting the Earnest Money Deposit or Due Diligence Fee.

NOTE: If the parties agree that Buyer will pay any fee or deposit described above by electronic or wire transfer, Seller agrees to cooperate in effecting such transfer, including the establishment of any necessary account and providing any necessary information to Buyer, provided, however, Buyer shall be responsible for additional costs, if any, associated with such transfer.

(e) **"Earnest Money Deposit":** The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the "Earnest Money Deposit," shall be deposited promptly and held in escrow by Escrow Agent. The Earnest Money Deposit will be credited to Buyer at Closing or disbursed as required by this Contract.

(f) **"Escrow Agent"** (insert name): Capital to Coast NC Law Group
Buyer and Seller consent to disclosure by the Escrow Agent of any material facts pertaining to the Earnest Money Deposit to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money Deposit held in escrow, a licensed real estate broker ("Broker") is required by state law (and Escrow Agent, if not a Broker, hereby agrees) to retain the Earnest Money Deposit in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a Broker or an attorney licensed to practice law in North Carolina ("Attorney") is holding the Earnest Money Deposit, the Broker or Attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

THE PARTIES AGREE THAT A REAL ESTATE BROKERAGE FIRM ACTING AS ESCROW AGENT MAY PLACE THE EARNEST MONEY DEPOSIT IN AN INTEREST BEARING TRUST ACCOUNT AND THAT ANY INTEREST EARNED THEREON SHALL BE DISBURSED TO THE ESCROW AGENT MONTHLY IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

(g) **"Effective Date":** The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. The parties further acknowledge that the effectiveness of this Contract is not contingent on Buyer's payment of any Earnest Money Deposit or Due Diligence Fee. See paragraph 1(d) for Seller's remedy for any untimely delivered or dishonored funds.

(h) **"Due Diligence":** Buyer's opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 4 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) **"Due Diligence Fee":** A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to terminate the Contract for any reason or no reason during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 23(b) or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee. Seller, or Seller's agent, may direct Buyer in writing to make the Due Diligence Fee payable to a party other than "Seller" as that term is defined herein, and Seller agrees to be bound by such written direction. See paragraph 23 for a party's right to attorneys' fees incurred in collecting the Due Diligence Fee.

Buyer's initials MP Seller's initials _____

(j) "Due Diligence Period": (Check only one)

The period beginning on the Effective Date and extending through 5:00 p.m. on (insert date only; not "N/A") 12/31/2024;

OR

The period extending for (insert a number only; not "N/A") _____ days after the Effective Date and ending at 5:00 p.m. on the last day of the period.

TIME IS OF THE ESSENCE FOR ANY DEADLINE IN THIS PARAGRAPH.

(k) "Settlement": The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction.

(l) "Settlement Date": The parties agree that Settlement will take place on 02/28/2025 (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

NOTE: See paragraph 12, **DELAY IN SETTLEMENT/CLOSING** for conditions under which Settlement may be delayed.

(m) "Closing": The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 12 (Delay in Settlement/Closing).

WARNING: The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly, it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

(n) "Special Assessments": A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property.

NOTE: Buyer's and Seller's respective responsibilities for the payment of Special Assessments are addressed in paragraphs 6(a) and 8(l).

2. FIXTURES AND EXCLUSIONS:

WARNING: THE PARTIES SHOULD NOT ASSUME THAT AN ITEM WILL OR WILL NOT BE INCLUDED IN THE SALE BASED ON AN ORAL OR WRITTEN STATEMENT OR UNDERSTANDING THAT IS NOT A PART OF THIS CONTRACT. BUYER AND SELLER SHOULD BE SPECIFIC WHEN NEGOTIATING WHAT ITEMS WILL BE INCLUDED OR EXCLUDED FROM THE SALE.

(a) **Fixtures Are Included in Purchase Price:** ALL EXISTING FIXTURES ARE INCLUDED IN THE SALE AS PART OF THE PURCHASE PRICE, FREE OF LIENS, UNLESS EXCLUDED IN SUBPARAGRAPHS (d) OR (e).

Buyer's initials MP Seller's initials _____

(b) **Specified Items:** Buyer and Seller agree that the following items, if present on the Property on the date of the offer, shall be included in the sale as part of the Purchase Price free of liens, unless excluded in subparagraphs (d) or (e) below. ALL ITEMS LISTED BELOW INCLUDE BOTH TRADITIONAL AND "SMART" VERSIONS AND ANY EXCLUSIVELY DEDICATED, RELATED EQUIPMENT AND/OR REMOTE CONTROL DEVICES.

- Alarm and security systems (attached) for security, fire, smoke, carbon monoxide or other toxins with all related access codes, sensors, cameras, dedicated monitors, hard drives, video recorders, power supplies and cables; doorbells/chimes
- All stoves/ranges/ovens; built-in appliances; attached microwave oven; vent hood
- Antennas; satellite dishes and receivers
- Basketball goals and play equipment (permanently attached or in-ground)
- Ceiling and wall-attached fans; light fixtures (including existing bulbs)
- Exercise equipment/devices that are attached
- Fireplace insert; gas logs or starters; attached fireplace screens; wood or coal stoves
- Floor coverings (attached)
- Garage door openers
- Generators that are permanently wired
- Invisible fencing with power supply
- Landscape and outdoor trees and plants (except in moveable containers); raised garden; landscape and foundation lighting; outdoor sound systems; permanent irrigation systems; rain barrels; landscape water features;
- Mailboxes; mounted package and newspaper receptacles
- Mirrors attached to walls, ceilings, cabinets or doors; all bathroom wall mirrors
- Storage shed; utility building
- Swimming pools; spas; hot tubs (excluding inflatable pools, spas, and hot tubs)
- Solar electric and solar water heating systems
- Sump-pumps, radon fans and crawlspace ventilators; de-humidifiers that are permanently wired
- Surface-mounting brackets for television and speakers; recess-mounted speakers; mounted intercom system
- Thermostats
- Water supply equipment, including filters, conditioning and softener systems; re-circulating pumps; well pumps and tanks
- Window/Door blinds and shades, curtain/drapery rods and brackets, door and window screens and combination doors, awnings and storm windows

(c) **Unpairing/deleting data from devices:** Prior to Closing, Seller shall "unpair" any devices that will convey from any personal property devices (hubs, intelligent virtual assistants, mobile devices, vehicles, etc.) with which they are paired, delete personal data from any devices that will convey, and restore all devices to factory default settings unless otherwise agreed. Seller's obligations under this paragraph 2(c) shall survive Closing.

NOTE: ANY FIXTURE OR OTHER ITEM DESCRIBED IN SUBPARAGRAPHS (a) AND (b) THAT WILL NOT BE A PART OF THE SALE SHOULD BE IDENTIFIED IN SUBPARAGRAPHS (d) OR (e), AS APPLICABLE.

(d) **Items Leased or Not Owned:** Any item which is leased or not owned by Seller, such as antennas, satellite dishes and receivers, appliances, and alarm and security systems must be identified here and shall not convey:

In addition, any leased fuel tank identified in paragraph 7(d) shall not convey.

(e) **Other Items That Do Not Convey:** The following items shall not convey (*identify those items to be excluded under subparagraphs (a) and (b)*): _____

Seller must repair any damage caused by removal of any items excluded above in a good and workmanlike manner. Seller will notify Buyer upon completion of such repair(s) and provide Buyer with documentation thereof, if any.

NOTE: Buyer is advised to consider attaching the Additional Provisions Addendum (Form 2A11-T) if Buyer has a specific request as to how the repairs should be completed.

Buyer's initials MP Seller's initials _____

3. **PERSONAL PROPERTY:** The following personal property present on the Property on the date of the offer shall be transferred to Buyer at closing at no value: Refrigerator

NOTE: ANY PERSONAL PROPERTY THAT WILL BE A PART OF THE SALE SHOULD BE IDENTIFIED IN THIS PARAGRAPH. Buyer is advised to consult with Buyer's lender to assure that the Personal Property items listed above can be included in this Contract.

4. **BUYER'S DUE DILIGENCE PROCESS:**

WARNING: BUYER IS STRONGLY ENCOURAGED TO CONDUCT DUE DILIGENCE DURING THE DUE DILIGENCE PERIOD. If Buyer is not satisfied with the results or progress of Buyer's Due Diligence, Buyer should terminate this Contract, PRIOR TO THE EXPIRATION OF THE DUE DILIGENCE PERIOD, unless Buyer can obtain a written extension from Seller. SELLER IS NOT OBLIGATED TO GRANT AN EXTENSION. Although Buyer may continue to investigate the Property following the expiration of the Due Diligence Period as allowed under paragraphs 4 and 8(c) herein, Buyer's failure to deliver a Termination Notice to Seller prior to the expiration of the Due Diligence Period will constitute a waiver by Buyer of any right to terminate this Contract based on any matter relating to Buyer's Due Diligence. Provided however, following the Due Diligence Period, Buyer may still exercise a right to terminate if Seller fails to materially comply with any of Seller's obligations under Paragraph 8 of this Contract or for any other reason permitted under the terms of this Contract or North Carolina law.

(a) **Loan:** Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.

NOTE: There is no loan or appraisal contingency in this Offer To Purchase and Contract. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure that the Due Diligence Period allows sufficient time for the loan process and for Buyer's lender to provide Buyer sufficient information to decide whether to proceed with or terminate the transaction.

(b) **Property Investigation:** Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

- (i) **Inspections:** Inspections to determine the condition of any improvements on the Property, the presence of unusual drainage conditions or evidence of excessive moisture adversely affecting any improvements on the Property, the presence of asbestos or existing environmental contamination, evidence of wood-destroying insects or damage therefrom, and the presence and level of radon gas on the Property.
- (ii) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Residential Property and Owners' Association Disclosure Statement provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.
- (iii) **Insurance:** Investigation of the availability and cost of insurance for the Property.
- (iv) **Appraisals:** An appraisal of the Property.
- (v) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.
- (vi) **Zoning, Governmental Regulation, and Governmental Compliance:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones; and investigation of whether the Property is in violation of any law, ordinance, permit, or government regulation as outlined in paragraph 8(h).
- (vii) **Flood/Wetland/Water Hazard:** Investigation of potential flood hazards, wetlands, or other water or riparian issues on the Property; and/or any requirement to purchase flood insurance in order to obtain a loan.
- (viii) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including water, sewer, electric, gas, communication services, stormwater management, and means of access to the Property and amenities.
- (ix) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any

Buyer's initials MP Seller's initials _____

maintenance agreements.

(x) **Special Assessments:** Investigation of the existence of Special Assessments that may be under consideration by a governmental authority or an owners' association.

(c) **Sale/Lease of Existing Property:** As noted in paragraph 5(b), unless otherwise provided in an addendum, this Contract is not conditioned upon the sale/lease or closing of other property owned by Buyer. Therefore, if Buyer must sell or lease other real property in order to qualify for a new loan or to otherwise complete the purchase of the Property, Buyer should seek to close on Buyer's other property prior to the end of the Due Diligence Period or be reasonably satisfied that closing on Buyer's other property will take place prior to the Settlement Date of this Contract.

(d) **Repair/Improvement Negotiations/Agreement:** Buyer acknowledges and understands the following:

- Unless the parties agree otherwise, THE PROPERTY IS BEING SOLD IN ITS CURRENT CONDITION.
- Seller may, but is not required to, engage in negotiations for repairs/improvements to the Property.

Buyer is advised to make any repair/improvement requests in sufficient time to allow negotiations to be concluded prior to the expiration of the Due Diligence Period. Any agreement that the parties may reach with respect to repairs/improvements is an addition to this Contract that must be in writing and signed by the parties in accordance with Paragraph 19.

NOTE: See Paragraph 8(c), Access to Property and Paragraph 8(n), Negotiated Repairs/Improvements.

(e) **Buyer's Obligation to Repair Damage:** Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices either approved by the N.C. Home Inspector Licensure Board or applicable to any other N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(f) **Indemnity:** Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

(g) **Buyer's Right to Terminate:** Provided that Buyer has delivered any agreed-upon Due Diligence Fee, Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period). **TIME IS OF THE ESSENCE.** If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

(h) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

5. BUYER REPRESENTATIONS:

(a) **Funds to complete purchase:**

(Check if applicable) Cash. Buyer intends to pay cash in order to purchase the Property and does not intend to obtain a loan or funds from sources other than Buyer's own assets. Verification of cash available for Settlement is is not attached.

NOTE: If Buyer does not intend to obtain a new loan(s) and/or funds from sources other than Buyer's own assets, Seller is advised, prior to signing this offer, to obtain documentation from Buyer which demonstrates that Buyer will be able to close on the Property without the necessity of obtaining a loan or funds from sources other than Buyer's own assets.

OR:

(Check if applicable) Loan(s)/Other Funds: Buyer intends to obtain a loan(s) and/or other funds to purchase the Property from the following sources (check all applicable sources):

First Mortgage Loan:

Buyer intends to obtain a first mortgage loan of the following type in order to purchase the Property: FHA VA (attach FHA/VA Financing Addendum) Conventional USDA Other type: _____

in the principal amount of ~~124000~~ 147,060 plus any financed VA Funding Fee or FHA MIP.

MP

Buyer's initials MP Seller's initials _____

Second Mortgage Loan:

Buyer intends to obtain a second mortgage loan of the following type in order to purchase the Property:
15K NCH, 50K City of Greenville Temporary DPA, 40K City of Greenville 10% Home DPA

Other funds:

Buyer intends to obtain funds from the following other source(s) in order to purchase the Property: _____

NOTE: Buyer's obligations under this Contract are not conditioned upon obtaining any loan(s) or other funds from sources other than Buyer's own assets. Some mortgage loan programs and other programs providing funds for the purchase of property selected by Buyer may impose repair obligations and/or additional conditions or costs upon Seller or Buyer, and more information may be needed. Material changes with respect to funding the purchase of the Property that affect the terms of the contract are material facts that must be disclosed.

(b) **Other Property:** Buyer DOES DOES NOT have to sell or lease other real property in order to qualify for a new loan or to complete the purchase. *(Complete the following only if Buyer DOES have to sell or lease other real property:)*

Other Property Address: _____

(Check if applicable) Buyer's other property IS under contract as of the date of this offer, and a copy of the contract has either been previously provided to Seller or accompanies this offer. *(Buyer may mark out any confidential information, such as the purchase price and the buyer's identity, prior to providing a copy of the contract to Seller.)* Failure to provide a copy of the contract shall not prevent this offer from becoming a binding contract; however, SELLER IS STRONGLY ENCOURAGED TO OBTAIN AND REVIEW THE CONTRACT ON BUYER'S PROPERTY PRIOR TO ACCEPTING THIS OFFER.

(Check if applicable) Buyer's other property IS NOT under contract as of the date of this offer. Buyer's property (check only ONE of the following options):

- is listed with and actively marketed by a licensed real estate broker.
- will be listed with and actively marketed by a licensed real estate broker.
- Buyer is attempting to sell/lease the Buyer's Property without the assistance of a licensed real estate broker.

NOTE: This Contract is NOT conditioned upon the sale/lease or closing of Buyer's other property. If the parties agree to make this Contract conditioned on a sale/lease or closing of Buyer's other property, an appropriate contingency addendum should be drafted by a North Carolina real estate attorney and added to this Contract.

(c) **Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

(d) **Residential Property and Owners' Association Disclosure Statement** *(check only one):*

- Buyer has received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to making this offer and acknowledges compliance with N.C.G.S. 47E-5 (Residential Property Disclosure Act).
- Buyer has NOT received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to making this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.
- Exempt from N.C. Residential Property and Owners' Association Disclosure Statement because (SEE GUIDELINES): New Construction

(e) **Mineral and Oil and Gas Rights Mandatory Disclosure Statement** *(check only one):*

- Buyer has received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to making this offer and acknowledges compliance with N.C.G.S. 47E-5 (Residential Property Disclosure Act).
- Buyer has NOT received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to making this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.
- Exempt from N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement because (SEE GUIDELINES): _____

Buyer's receipt of a Mineral and Oil and Gas Rights Mandatory Disclosure Statement does not modify or limit the obligations of Seller under Paragraph 8(g) of this Contract and shall not constitute the assumption or approval by Buyer of any severance of mineral and/or oil and gas rights, except as may be assumed or specifically approved by Buyer in writing.

NOTE: The parties are advised to consult with a NC attorney prior to signing this Contract if severance of mineral and/or oil and gas rights has occurred.

6. BUYER OBLIGATIONS:

- (a) **Responsibility for Special Assessments:** Buyer shall take title subject to all Special Assessments that may be approved following Settlement.
- (b) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to:
 - (i) any loan obtained by Buyer;
 - (ii) charges by an owners' association or a management company/vendor as agent of the association under paragraph 9(b) of this Contract;
 - (iii) appraisal;
 - (iv) title search;
 - (v) title insurance;
 - (vi) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement;
 - (vii) recording the deed; and
 - (viii) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.
- (c) **Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

7. SELLER REPRESENTATIONS:

- (a) **Ownership:** Seller represents that Seller:
 - has owned the Property for at least one year.
 - has owned the Property for less than one year.
 - does not yet own the Property.
- (b) **Lead-Based Paint** (*check if applicable*):
 - The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum {Standard Form 2A9-T}).

WARNING: IF A LEAD-BASED PAINT DISCLOSURE IS REQUIRED BUT NOT GIVEN TO BUYER PRIOR TO SELLER'S ACCEPTANCE OF THIS OFFER, BUYER MAY NOT BE OBLIGATED TO PURCHASE THE PROPERTY UNDER THIS CONTRACT UNDER FEDERAL LAW.

- (c) **Owners' Association(s) and Dues:** Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the following items affecting the Property, including any amendments:
 - Seller's statement of account
 - master insurance policy showing the coverage provided and the deductible amount
 - Declaration and Restrictive Covenants
 - Rules and Regulations
 - Articles of Incorporation
 - Bylaws of the owners' association
 - current financial statement and budget of the owners' association
 - parking restrictions and information
 - architectural guidelines

Buyer's initials MP Seller's initials _____

(specify name of association): _____ whose regular assessments ("dues") are \$ _____ per _____. The name, address and telephone number of the president of the owners' association or the association manager is: _____

Owners' association website address, if any: _____

(specify name of association): _____ whose regular assessments ("dues") are \$ _____ per _____. The name, address and telephone number of the president of the owners' association or the association manager is: _____

Owners' association website address, if any: _____

(d) **Fuel Tank(s)/Fuel:** To the best of Seller's knowledge, there is is not a fuel tank(s) located on the Property. If "yes" complete the following:

(i) **Description:**

Tank 1:

- Use: currently in use currently NOT in use
- Ownership: owned leased. If leased, name and contact information of tank lessor: _____

- Location: above ground below ground
- Type of fuel: oil propane gasoline and/or diesel other: _____
- Name and contact information of fuel vendor: _____

Tank 2:

- Use: currently in use currently NOT in use
- Ownership: owned leased. If leased, name and contact information of tank lessor: _____

- Location: above ground below ground
- Type of fuel: oil propane gasoline and/or diesel other: _____
- Name and contact information of fuel vendor: _____

(ii) **Tank(s) included in sale:** Buyer and Seller agree that any tank described above that is owned by Seller shall be included in the sale as part of the Purchase Price free of liens, unless excluded in paragraph 2(e) above.

(iii) **Fuel:** Seller may use fuel in the tank(s) described above through Settlement, but may not otherwise remove the fuel or resell it. Any fuel remaining in the tank(s) as of Settlement shall be included in the sale as part of the Purchase Price, free of liens.

- Seller's use of fuel in any fuel tank is subject to Seller's obligation under Paragraph 8(c) to provide working, existing utilities through the earlier of Closing or possession by Buyer.

NOTE: Buyer shall be entitled to conduct inspections to confirm the existence, type and ownership of any fuel tank located on the Property. Buyer is advised to consult with the owner of any leased fuel tank regarding the terms under which Buyer may lease the tank and obtain fuel.

NOTE: State law provides that it is unlawful for any person, other than the supplier or the owner of a fuel supply tank, to disconnect, interrupt or fill the supply tank with liquefied petroleum gas (LP gas or propane) without the consent of the supplier.

(e) **Leases.** The Property is is not subject to any lease(s). If the Property is subject to a lease, Buyer and Seller should include either the Rental/Income/Investment Property provision in the Additional Provisions Addendum (Standard Form 2A11-T) or the Vacation Rental Addendum (Form 2A13-T) with this offer.

8. SELLER OBLIGATIONS:

(a) **Evidence of Title, Payoff Statement(s) and Non-Foreign Status:**

- (i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property.
- (ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).

Buyer's initials MP Seller's initials _____

(iii) As soon as reasonably possible after the Effective Date, Seller shall provide to the closing attorney all information needed to obtain a written statement of Seller's account from any owners' association or HOA management company associated with the Property. Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf a written statement of Seller's account as to the Property. Upon request from the closing attorney, Seller shall immediately pay any fees charged by the owners' association or HOA management company for such written statement.

(iv) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status certification (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller does not provide a non-foreign status certification, Seller acknowledges that there may be withholding as provided by the Internal Revenue Code.

(b) **Authorization to Disclose Information:** Seller authorizes: (i) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (ii) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys and (iii) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) **Access to Property:** Seller shall provide reasonable access to the Property through the earlier of Closing or possession by Buyer, including, but not limited to, allowing Buyer and/or Buyer's agents or representatives, an opportunity to: (i) conduct any Due Diligence, investigations, or inspections; (ii) verify the satisfactory completion of negotiated repairs/improvements; and (iii) conduct a final walk-through inspection of the Property. Seller's obligation includes providing existing utilities operating at Seller's cost, including any connections and de-winterizing.

NOTE: See WARNING in paragraph 4 above for limitation on Buyer's right to terminate this Contract as a result of Buyer's continued investigation of the Property following the expiration of the Due Diligence Period.

(d) **Removal of Seller's Property:** Seller shall remove, by the date possession is made available to Buyer, all personal property which is not a part of the purchase and all garbage and debris from the Property.

(e) **Affidavit and Indemnification Agreement:** Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(f) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(g) **Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, lis pendens, monetary liens and judgments, and free of other encumbrances or defects that would materially affect the value of the Property, including those which would be revealed by a current and accurate survey of the Property, except: (1) ad valorem taxes for the current year; (2) utility easements and unviolated covenants, conditions or restrictions; and (3) such other liens, encumbrances or defects as may be specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

NOTE: Buyer's failure to conduct a survey or examine title of the Property, prior to the expiration of the Due Diligence Period does not relieve the Seller of their obligation to deliver good title under this paragraph.

NOTE: If any sale of the Property may be a "short sale," consideration should be given to attaching a Short Sale Addendum (Standard Form 2A14-T) as an addendum to this Contract.

Buyer's initials MP Seller's initials _____

(h) **Governmental Compliance:** It is a condition of this Contract that the Property be conveyed free of any material violation of law, ordinance, permit, or government regulation (including, but not limited to, those relating to building, stormwater, impervious surface, environmental protection, and zoning), unless Seller has specifically disclosed such violation(s) prior to the Effective Date. If Buyer establishes that a violation exists after the Effective Date and prior to Closing, then Buyer must promptly notify Seller and Seller may cure the violation(s). Unless otherwise agreed, if Seller does not cure the violation(s) prior to Closing, then Buyer may choose to accept the violation(s) and proceed to Settlement/Closing or terminate this Contract and receive a refund of the Earnest Money Deposit and the Due Diligence Fee.

(i) **Deed, Taxes and Fees:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: (i) Buyer; (ii) a corporation, limited liability company, or other business entity of which Buyer is the sole owner or shareholder; (iii) a trust for which Buyer is the beneficiary; (iv) any relative of Buyer; and/or (v) Other: (Insert Name(s) Only) Manaya Perry

(j) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$ 0.00 toward any of Buyer's expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, if any, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay.

NOTE: Parties should review the FHA/VA Addendum prior to entering an amount in Paragraph 8(j). Certain FHA/VA lender and inspection costs CANNOT be paid by Buyer at Settlement and the amount of these should be included in the blank above.

(k) **Owners' Association Fees/Charges:** Seller shall pay any charges by an owners' association or a management company/vendor as agent of the association under paragraph 9(a) of this Contract.

(l) **Payment of Special Assessments:** Seller shall pay, in full at Settlement, all Special Assessments that are approved prior to Settlement, whether payable in a lump sum or future installments, provided that the amount thereof can be reasonably determined or estimated. The payment of such estimated amount shall be the final payment between the Parties.

(m) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(n) **Negotiated Repairs/Improvements:** Negotiated repairs/improvements shall be made in a good and workmanlike manner and Buyer shall have the right to verify same prior to Settlement.

(o) **Home Warranty (Select one of the following):**

- No home warranty is to be provided by Seller.
- Buyer may obtain a one-year home warranty at a cost not to exceed \$ _____ which includes sales tax and Seller agrees to pay for it at Settlement.
- Seller has obtained and will provide a one-year home warranty from _____ at a cost of \$ _____ which includes sales tax and will pay for it at Settlement.

NOTE: Home warranties typically have limitations on and conditions to coverage. Refer specific questions to the home warranty company.

(p) **Seller's Breach of Contract:** See paragraph 23 for Buyer's remedies in the event of breach of this Contract.

9. **CHARGES BY OWNERS' ASSOCIATION:** Responsibility for payment of charges by an owners' association or a management company/vendor as agent of the association shall be allocated between Buyer and Seller as follows:

(a) **Seller shall pay:**

- (i) fees incurred by Seller in completing the Residential Property and Owners' Association Disclosure Statement, and resale or other certificates related to a proposed sale of the Property;
- (ii) fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration, including any expedite fee permitted under N.C. Gen. Stat. § 47F-3-102 that is charged in connection with providing such information;
- (iii) any fees charged for transferring or updating ownership records of the association; and
- (iv) any fees other than those fees specifically required to be paid by Buyer under paragraph 9(b) below.

(b) **Buyer shall pay:**

- (i) charges for providing information required by Buyer's lender;

- (ii) charges for working capital contributions, membership fees, or charges imposed for Buyer's use of the common elements and/or services provided to Buyer in connection with Buyer taking possession of the Property, such as "move-in fees"; and
- (iii) charges for determining restrictive covenant compliance.

10. **PRORATIONS AND ADJUSTMENTS:** Unless otherwise agreed, the following items shall be prorated, with Seller responsible for the prorated amounts of any taxes and dues through the date of Settlement, and Seller entitled to the amount of prorated rents through the date of Settlement, and either adjusted between the parties or paid at Settlement:

- (a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;
- (b) **Taxes on Personal Property:** Ad valorem taxes on personal property for the entire year shall be paid by Seller unless the personal property is conveyed to Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis;
- (c) **Rents:** Rents, if any, for the Property;
- (d) **Dues:** Owners' association regular assessments (dues) and other like charges.

11. **CONDITION OF PROPERTY/RISK OF LOSS:**

- (a) **Condition of Property at Settlement:** If the Property is not in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted, Buyer may terminate this Contract by written notice delivered to Seller and the Due Diligence Fee and Earnest Money Deposit shall be refunded to Buyer. If the Property is not in such condition and Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, the proceeds of any insurance claim filed by Seller on account of any damage or destruction to the Property.
- (b) **Risk of Loss:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

12. **DELAY IN SETTLEMENT/CLOSING:** This paragraph shall apply if one party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") but it is not possible for the other party to complete Settlement by the Settlement Date ("Delaying Party"). In such event, the Delaying Party shall be entitled to a delay in Settlement and shall give as much notice as possible to the Non-Delaying Party and closing attorney. If the Delaying Party fails to complete Settlement and Closing within seven (7) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties), then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

13. **POSSESSION:** Possession, including all means of access to the Property and transferable amenities and services (keys including mailbox keys, codes including security codes, garage door openers, electronic devices, etc.), shall be delivered upon Closing as defined in Paragraph 1(m) unless otherwise provided below:

- A Buyer Possession Before Closing Agreement is attached (Standard Form 2A7-T)
- A Seller Possession After Closing Agreement is attached (Standard Form 2A8-T)
- Possession is subject to rights of tenant(s) (Parties should attach either Additional Provisions Addendum (Form 2A11-T) or Vacation Rental Addendum (Form 2A13-T))

14. **ADDENDA:** CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

- | | |
|--|--|
| <input type="checkbox"/> Additional Provisions Addendum (Form 2A11-T) | <input type="checkbox"/> New Construction Addendum (Form 2A3-T) |
| <input type="checkbox"/> Additional Signatures Addendum (Form 3-T) | <input type="checkbox"/> Owners' Association Disclosure Addendum (Form 2A12-T) |
| <input type="checkbox"/> Back-Up Contract Addendum (Form 2A1-T) | <input type="checkbox"/> Seller Financing Addendum (Form 2A5-T) |
| <input checked="" type="checkbox"/> FHA/VA Financing Addendum (Form 2A4-T) | <input type="checkbox"/> Short Sale Addendum (Form 2A14-T) |
| <input type="checkbox"/> Lead-Based Paint Or Lead-Based Paint Hazard Addendum (Form 2A9-T) | <input type="checkbox"/> Vacation Rental Addendum (Form 2A13-T) |
| <input type="checkbox"/> Loan Assumption Addendum (Form 2A6-T) | |
| <input type="checkbox"/> Identify other attorney or party drafted addenda: _____ | |

NOTE: UNDER NORTH CAROLINA LAW, REAL ESTATE BROKERS ARE NOT PERMITTED TO DRAFT ADDENDA TO THIS CONTRACT.

15. **ASSIGNMENTS:** This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

16. **TAX-DEFERRED EXCHANGE:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging

Buyer's initials MP Seller's initials _____

party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

17. **PARTIES:** This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

18. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

19. **ENTIRE AGREEMENT/RECORDATION:** This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them. This Agreement or any memorandum thereof shall not be recorded without the express written consent of Buyer and Seller.

20. **CONDUCT OF TRANSACTION:** The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, and any fee, deposit or other payment to be delivered to a party herein, may be given to the party or to such party's agent. Delivery of any notice to a party via means of electronic transmission shall be deemed complete at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic address provided for such party in the "Notice Information" section below. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

21. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

22. **COMPUTATION OF DAYS/TIME OF DAY:** Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

23. **REMEDIES:**

(a) **Breach by Buyer:** In the event of material breach of this Contract by Buyer, Seller shall be entitled to any Earnest Money Deposit. The payment of any Earnest Money Deposit and any Due Diligence Fee to Seller (without regard to their respective amounts, including zero) together shall serve as liquidated damages ("Liquidated Damages") and as Seller's sole and exclusive remedy for such breach, provided that such Liquidated Damages shall not limit Seller's rights under Paragraphs 4(e) and 4(f) for damage to the Property as well as Seller's rights under paragraph 1(d) for dishonored funds. It is acknowledged by the parties that the amount of the Liquidated Damages is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of a breach of this Contract by Buyer. The payment to Seller of the Liquidated Damages shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty of determining Seller's actual damages for such breach

(b) **Breach by Seller:** In the event of material breach of this Contract by Seller, Buyer may (i) elect to terminate this Contract as a result of such breach, and shall be entitled to return of both the Earnest Money Deposit and the Due Diligence Fee, together with the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence ("Due Diligence Costs"), or (ii) elect not to terminate and instead treat this Contract as remaining in full force and effect and seek the remedy of specific performance.

(c) **Attorneys' Fees:** If legal proceedings are brought by Buyer or Seller against the other to collect the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs, the parties agree that a party shall be entitled to recover reasonable attorneys' fees to the extent permitted under N.C. Gen. Stat. § 6-21.2, and if applicable, N.C. Gen. Stat. § 6-21.3 for dishonored funds. The parties acknowledge and agree that the terms of this Contract with respect to entitlement to the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs each constitute an "evidence of indebtedness" pursuant to N.C. Gen. Stat. § 6-21.2.

Buyer's initials MP Seller's initials _____

NOTE: A party seeking recovery of attorneys' fees under N.C. Gen. Stat. § 6-21.2 must first give written notice to the other party that they have five (5) days from the mailing of the notice to pay the outstanding amount(s) without the attorneys' fees.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Date: 11/25/2024

Date: _____

Buyer: Manaya Perry

Seller: _____

Date: _____

Date: _____

Buyer: _____

Seller: _____

Entity Buyer:

Entity Seller:

(Name of LLC/Corporation/Partnership/Trust/etc.)

(Name of LLC/Corporation/Partnership/Trust/etc.)

By _____

By: _____

Name: _____
Print Name

Name: _____
Print Name

Title: _____

Title: _____

Date: _____

Date: _____

[THIS SPACE INTENTIONALLY LEFT BLANK]

WIRE FRAUD WARNING

TO BUYERS: BEFORE SENDING ANY WIRE, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO VERIFY THE INSTRUCTIONS. IF YOU RECEIVE WIRING INSTRUCTIONS FOR A DIFFERENT BANK, BRANCH LOCATION, ACCOUNT NAME OR ACCOUNT NUMBER, THEY SHOULD BE PRESUMED FRAUDULENT. DO NOT SEND ANY FUNDS AND CONTACT THE CLOSING ATTORNEY'S OFFICE IMMEDIATELY.

TO SELLERS: IF YOUR PROCEEDS WILL BE WIRED, IT IS RECOMMENDED THAT YOU PROVIDE WIRING INSTRUCTIONS AT CLOSING IN WRITING IN THE PRESENCE OF THE ATTORNEY. IF YOU ARE UNABLE TO ATTEND CLOSING, YOU MAY BE REQUIRED TO SEND AN ORIGINAL NOTARIZED DIRECTIVE TO THE CLOSING ATTORNEY'S OFFICE CONTAINING THE WIRING INSTRUCTIONS. THIS MAY BE SENT WITH THE DEED, LIEN WAIVER AND TAX FORMS IF THOSE DOCUMENTS ARE BEING PREPARED FOR YOU BY THE CLOSING ATTORNEY. AT A MINIMUM, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE TO PROVIDE THE WIRE INSTRUCTIONS. THE WIRE INSTRUCTIONS SHOULD BE VERIFIED OVER THE TELEPHONE VIA A CALL TO YOU INITIATED BY THE CLOSING ATTORNEY'S OFFICE TO ENSURE THAT THEY ARE NOT FROM A FRAUDULENT SOURCE.

WHETHER YOU ARE A BUYER OR A SELLER, YOU SHOULD CALL THE CLOSING ATTORNEY'S OFFICE AT A NUMBER THAT IS INDEPENDENTLY OBTAINED. TO ENSURE THAT YOUR CONTACT IS LEGITIMATE, YOU SHOULD NOT RELY ON A PHONE NUMBER IN AN EMAIL FROM THE CLOSING ATTORNEY'S OFFICE, YOUR REAL ESTATE AGENT OR ANYONE ELSE.

NOTICE INFORMATION

NOTE: INSERT AT LEAST ONE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

Mailing Address: _____

Buyer Fax#: _____

Buyer E-mail: _____

SELLER NOTICE ADDRESS:

Mailing Address: _____

Greenville NC 27834

Seller Fax#: _____

Seller E-mail: _____

CONFIRMATION OF AGENCY/NOTICE ADDRESSES

Selling Firm Name: 1st Class Real Estate Triad

Acting as Buyer's Agent Seller's (sub)Agent Dual Agent

Firm License #: C37070

Mailing Address: 3980 Premier Dr

High Point NC 27265

Individual Selling Agent: Raiheem Tillman

Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License #: 348304

Selling Agent Phone #: (843) 441-2840

Selling Agent Fax #: _____

Selling Agent E-mail: r.c.till115@gmail.com

Listing Firm Name: EXP Realty

Acting as Seller's Agent Dual Agent

Firm License #: C22682

Mailing Address: 1213 Culbreth Dr

Wilmington NC 28405

Individual Listing Agent: Rebecca S.B. Bunn

Acting as a Designated Dual Agent (check only if applicable)

Listing Agent License #: 308108

Listing Agent Phone #: (252) 302-4823

Listing Agent Fax #: _____

Listing Agent E-mail: rebeccab@influxrealty.co

[THIS SPACE INTENTIONALLY LEFT BLANK]

Buyer's initials MP Seller's initials _____

ACKNOWLEDGMENT OF RECEIPT OF MONIES

Seller: The City of Greenville ("Seller")
Buyer: Manaya Perry ("Buyer")
Property Address: 624 Hudson St, Greenville, NC 27834 ("Property")

LISTING AGENT ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ _____, receipt of which Listing Agent hereby acknowledges.

Date _____ Firm: EXP Realty
By: _____ (Signature)
Rebecca S.B. Bunn (Print name)

SELLER ACKNOWLEDGMENT OF RECEIPT OF DUE DILIGENCE FEE

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Seller of a Due Diligence Fee in the amount of \$ _____, receipt of which Seller hereby acknowledges.

Date _____ Seller: _____ (Signature)
Date _____ Seller: _____ (Signature)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF INITIAL EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an Initial Earnest Money Deposit in the amount of \$ 400.00. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the Initial Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date _____ Firm: _____
By: _____ (Signature)
(Print name)

ESCROW AGENT ACKNOWLEDGMENT OF RECEIPT OF (ADDITIONAL) EARNEST MONEY DEPOSIT

Paragraph 1(d) of the Offer to Purchase and Contract between Buyer and Seller for the sale of the Property provides for the payment to Escrow Agent of an (Additional) Earnest Money Deposit in the amount of \$ _____. Escrow Agent as identified in Paragraph 1(f) of the Offer to Purchase and Contract hereby acknowledges receipt of the (Additional) Earnest Money Deposit and agrees to hold and disburse the same in accordance with the terms of the Offer to Purchase and Contract.

Date: _____ Firm: _____
Time: _____ AM PM By: _____ (Signature)
(Print name)



STATE OF NORTH CAROLINA
MINERAL AND OIL AND GAS RIGHTS MANDATORY DISCLOSURE STATEMENT

Instructions to Property Owners

- 1. The Residential Property Disclosure Act (G.S. 47E) ("Disclosure Act") requires owners of certain residential real estate such as single-family homes, individual condominiums, townhouses, and the like, and buildings with up to four dwelling units, to furnish purchasers a Mineral and Oil and Gas Rights Disclosure Statement ("Disclosure Statement"). This form is the only one approved for this purpose.
2. A disclosure statement is not required for some transactions. For a complete list of exemptions, see G.S. 47E-2(a). A DISCLOSURE STATEMENT IS REQUIRED FOR THE TRANSFERS IDENTIFIED IN G.S. 47E-2(b), including transfers involving the first sale of a dwelling never inhabited, lease with option to purchase contracts where the lessee occupies or intends to occupy the dwelling, and transfers between parties when both parties agree not to provide the Residential Property and Owner's Association Disclosure Statement.
3. You must respond to each of the following by placing a check ✓ in the appropriate box.

MINERAL AND OIL AND GAS RIGHTS DISCLOSURE

Mineral rights and/or oil and gas rights can be severed from the title to real property by conveyance (deed) of the mineral rights and/or oil and gas rights from the owner or by reservation of the mineral rights and/or oil and gas rights by the owner. If mineral rights and/or oil and gas rights are or will be severed from the property, the owner of those rights may have the perpetual right to drill, mine, explore, and remove any of the subsurface mineral and/or oil or gas resources on or from the property either directly from the surface of the property or from a nearby location. With regard to the severance of mineral rights and/or oil and gas rights, Seller makes the following disclosures:

Table with 6 rows of disclosure items and 3 columns: Yes, No, No Representation. Each row includes a 'Buyer Initials' field with 'MP' handwritten in it.

Note to Purchasers

If the owner does not give you a Mineral and Oil and Gas Rights Disclosure Statement by the time you make your offer to purchase the property, or exercise an option to purchase the property pursuant to a lease with an option to purchase, you may under certain conditions cancel any resulting contract without penalty to you as the purchaser. To cancel the contract, you must personally deliver or mail written notice of your decision to cancel to the owner or the owner's agent within three calendar days following your receipt of this Disclosure Statement, or three calendar days following the date of the contract, whichever occurs first. However, in no event does the Disclosure Act permit you to cancel a contract after settlement of the transaction or (in the case of a sale or exchange) after you have occupied the property, whichever occurs first.

Property Address: 624 HUDSON ST GREENVILLE 27834

Owner's Name(s): THE CITY OF GREENVILLE

Owner(s) acknowledge having examined this Disclosure Statement before signing and that all information is true and correct as of the date signed.

Owner Signature: Michael Cowin Date January 29, 2024

Owner Signature: Date

Purchaser(s) acknowledge receipt of a copy of this Disclosure Statement; that they have examined it before signing; that they understand that this is not a warranty by owner or owner's agent; and that the representations are made by the owner and not the owner's agent(s) or subagent(s).

Purchaser Signature: Manaya Perry Date 11/25/2024

Purchaser Signature: Date

COOPERATIVE COMPENSATION AGREEMENT

(Use this form when a seller is represented by a licensed real estate broker. Use Form 150 for an unrepresented seller.)

“Seller”: The City of Greenville

“Buyer”: Manaya Perry

“Property”: 624 Hudson St, Greenville, NC 27834

1. **FEE:** (Check Only One) Seller or Listing Firm agrees to pay Selling Firm cooperative compensation as follows (the “Fee”), subject to the terms of this agreement: 2.5 % of the gross sales price; A flat fee of \$ _____; or, Other: _____.
2. **PAYMENT:** The Fee will be earned by Selling Firm upon both Buyer and Seller signing a written contract for the sale of the Property (the “Contract”) during the term of this agreement. The Fee will be due and payable to Selling Firm when Buyer, any authorized assignee of Buyer, or any party authorized by Buyer and Seller under the Contract or any amendment thereto, closes on the purchase of the Property. The Fee will be paid at closing, as defined in the Contract, unless otherwise agreed.
3. **TERM, EFFECTIVENESS, AND EXPIRATION:** This agreement shall be effective when signed by Seller or Listing Firm, as applicable, and Selling Firm. This agreement will terminate upon the earlier of closing, as defined in the Contract, or June 30, 20 25, unless the Fee has been earned prior to such date. If the Fee has been earned prior to the expiration date in this paragraph, then this agreement shall not terminate and it will continue to be in full force and effect until closing, as defined in the Contract, or until the Contract is terminated, so long as such termination is not a result of Seller’s breach. If Listing Firm has agreed to pay the Fee, Listing Firm will not be obligated to pay if Seller breaches the Contract and Listing Firm is not paid. Buyer signs below only to acknowledge and consent to the Fee.
4. **MERGER, MODIFICATION, ASSIGNMENT, ENFORCEMENT, AND GOVERNING LAW:** This Agreement represents the entire agreement of the parties hereto. All prior understandings and agreements are merged into this document. This agreement may only be modified by a written document signed by all parties, and it may not be assigned except by written consent of all parties. If legal proceedings are instituted to enforce any provision of this agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney’s fees and court costs incurred in connection with the proceeding. This agreement is governed by North Carolina law.

DO NOT UPLOAD THIS FORM TO THE MLS OR ATTACH IT TO A PURCHASE CONTRACT. NC REALTORS® MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF THIS FORM IN ANY TRANSACTION.

Listing Firm: <u>EXP Realty</u> Agent Name (Print): <u>Rebecca S.B. Bunn</u> By: <u>Rebecca S.B. Bunn</u> (Agent Signature) Date: <u>11/27/2024</u>	Selling Firm: <u>1st Class Real Estate Triad</u> Agent Name (Print): <u>Raiheem Tillman</u> By: <u>Raiheem Tillman</u> (Agent Signature) Date: <u>11/27/2024</u>
Seller: _____ (Signature) Date: _____ Seller: _____ (Signature) Date: _____ Entity Seller: _____ (Name of LLC/Corporation/Partnership/Trust/Etc.) By: _____ Name (Print): _____ Title: _____ Date: _____	Buyer: <u>Manaya Perry</u> (Signature) Date: <u>11/27/2024</u> Buyer: _____ (Signature) Date: _____ Entity Buyer: _____ (Name of LLC/Corporation/Partnership/Trust/Etc.) By: _____ Name (Print): _____ Title: _____ Date: _____



North Carolina Association of REALTORS®, Inc.



City of Greenville Council Approval Addendum

Regarding the Offer to Purchase and Contract for the property located at 624 Hudson St, Greenville, NC 27834
_____ between The City of Greenville (seller) and
Manaya Perry (buyer), entered into on 11/25/2024
2024; Prior to closing, Greenville City Council shall approve the sale and agreement regarding the subject
real property, after public hearing pursuant to G.S. 160D-1312.

The City Council Meeting regarding the above-mentioned property is set for

1-09-2025

Manaya Perry 11/25/2024

Buyer Date

Rebecca S.B. Bunn 11/26/2024

Seller Representative Date

Buyer Date



City of Greenville, North Carolina

Meeting Date: 01/09/2025

Title of Item: Results of the Financial Audit for Fiscal Year Ended June 30, 2024 Including Review of FY 2024-25 Available Fund Balance

Explanation: City staff will present the results of the City's 2023-24 external audit. Cherry Bekaert representatives and staff of the Financial Services Department will be in attendance to answer any questions related to the audit. The following are a few highlights of the 2023-24 audit:

FY 2023-24 Audit Results:

- The City received the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting for FY 2023.

This is an outstanding audit report and a reflection of the importance that City Council and staff place on fiscal reporting and accountability.

On December 11, 2024, the City's Audit and Investment Committee reviewed the report for the Fiscal Year Ending June 30, 2024. A copy of the statements will be distributed to Council before the meeting. At the City Council meeting, the auditors will discuss their opinion on the results of operations as of the end of the 2024 fiscal year.

The final phase of the annual audit cycle includes submission of financial statements to the Local Government Commission (LGC) for review. Following LGC review and final revisions, the Annual Comprehensive Financial Report (ACFR) will be finalized and provided to the Mayor and City Council Members prior to January 31.

FY 2024-25 Fund Balance Designations:

Each year the City waits until the completion of the fiscal year audit to approve and record the next fiscal year's General Fund Balance designations. This timing is intended to ensure that the City meets the LGC requirement of 25%. The following is the calculation for FY 2024-25:

Unrestricted Cash and Investments	\$	38,687,839
Debt Service Fund Balance		1,608,759
Restricted Cash		1,319,969

Less Liabilities		(7,871,657)
Less Encumbrances		(2,301,198)
Fund Balance Available for Apprpriation	\$	31,443,712
Total Expenditures		91,835,646
Total Transfers Out		15,897,229
Calculated % Available Fund Balance		29.19%

Fiscal Note: Detailed fiscal information is contained in the audit report, which will be distributed prior to the meeting date.

Recommendation: Accept the audit results as presented by Cherry Bekaert, LLP for the year ended June 30, 2024 and the FY 2024-25 General Fund Balance After Designations



City of Greenville, North Carolina

Meeting Date: 01/09/2025

Title of Item: Proposed Downtown Greenville Parking Plan

Explanation: In May of 2024, the City suspended the enforcement of the Downtown parking plan primarily due to the construction going on in the Downtown area. Since August, City staff has received a significant number of requests from Downtown merchants to reimplement a time limit on parking in Downtown.

Based on input from the public, City staff has taken a close look at the previous Downtown Parking Plan with concerns to what worked and what did not work. Based on this input, City staff presented recommendations to City Council to reimplement parking restrictions in the Downtown area at the December 9, 2024, workshop.

Staff will present the Proposed Downtown Greenville Parking Plan for Council consideration at the January 9th City Council meeting. Included with this agenda item is an overview of the Proposed Plan.

Fiscal Note: Plan will generate a modest amount of revenue related to parking fines downtown. These fines will offset additional costs related to parking enforcement.

Recommendation: Approve the Proposed Downtown Greenville Parking Plan

ATTACHMENTS

[2025 Proposed Downtown Parking Plan.pdf](#)



Find yourself in good company®

CITY OF GREENVILLE
Proposed Downtown Parking Plan

2024 Downtown Greenville Parking Plan

Goals of Proposed Parking Plan

- Have adequate turnover for Downtown Merchants
- Minimize opportunity for individuals not patronizing Downtown to park in the public parking lots for extended periods of time.
- Implement a plan that is easy to understand and administer.



2024 Downtown Greenville Parking Plan

On street Parking

- Unlimited free on-street parking 1st – 3rd street, between Washington and Cotanche Street with no time restrictions. No change from current policy.
- All other on-street locations
 - No fee for parking
 - Maximum of two hours.
 - After two hours patrons must move or they will be subject to a parking citation.
 - Patrons cannot move from between on-street spots. Must move to surface lot or the parking deck after two hours.



2024 Downtown Greenville Parking Plan

Surface Parking Lots – Chicos Lot

- Maximum two hour parking.
- Patrons must move to another surface lot after two hours or be subject to a parking citation.



2024 Downtown Greenville Parking Plan

Other Surface Lots

- Maximum two hour free parking.
- Patrons must move to another surface lot after two hours or be subject to a parking citation.



2024 Downtown Greenville Parking Plan

Parking Deck

- Two hour free parking
- 75¢ per hour thereafter
- No time restrictions



2024 Downtown Greenville Parking Plan

Residential Reserved Permits

- Must provide proof of downtown residence.
- Dedicated space only available for resident.
- Space is available for use 24 hours per day, 7 days a week.
- Cost: \$72 / month. (No change from current)

Residential Unreserved Permits

- Must provide proof of downtown residence.
- Does not include dedicated space.
- Can park in any Surface Lot in Downtown, excluding the Chico's Lot.
- Permit Holder will have unlimited use of the Surface Lots.
- Cost: \$52 / month. (No change from current)

2024 Downtown Greenville Parking Plan

Employee/Employer Permits

- Available with proof of Downtown employment.
- Can park in any surface lot Downtown, excluding Chico's parking lot.
- Permit holder will have unlimited use of the Surface Lot.
- Cost: \$22 / month (no change from current)



2024 Downtown Greenville Parking Plan

Enforcement

- Parking time limits will not be enforced with apps or kiosks.
- Parking time limits will be enforced with License Plate Readers.
- Parking Citation Rates:
 - First Offense: Warning
 - Second Offense: \$10.00
 - Third Offense: \$20.00
 - Thereafter: \$20.00
- Violators with 3 or more Outstanding citations over 90 days old will be towed.



2024 Downtown Greenville Parking Plan

Next Steps

- Proposed Parking Plan Approved by Council in January, 2025
- Education period will take place in January and February
- Enforcement begins March 1, 2025



2024 Downtown Greenville Parking Plan

Questions?





City of Greenville, North Carolina

Meeting Date: 01/09/2025

Title of Item: Contract Award for Minority and Women-Owned Business Enterprise (MWBE) Joint Disparity Study Consultant for the City of Greenville and Greenville Utilities Commission

Explanation: On October 22, 2024, the City of Greenville (City) published a solicitation seeking proposals from qualified service providers to conduct a Disparity Study of the City's and Greenville Utilities Commission's (GUC) awarded contracts for goods (including apparatuses, supplies, materials and equipment), services (professional and general), and construction (including alteration, construction, repair and erection) over a five (5) year period, from July 1, 2019 through June 30, 2024.

The objective is to determine the effectiveness and efficiency of the current Minority and Women-Owned Business Enterprise (MWBE) Programs and provide recommendations on any programmatic changes or policy updates, if necessary. Additional objectives include recommending programmatic remedies to address any identified underutilization of MWBE businesses and reducing or eliminating identified barriers that adversely impact MWBE participation on City and GUC projects.

The City received six proposals from firms interested in conducting the Joint Disparity Study. The proposals were reviewed by a six-member evaluation committee, comprised of roles from various departments, including the City Manager's Office, City Attorney's Office, Neighborhood and Business Services Department, Information Technology Department, and Greenville Utilities Commission Purchasing Department.

Three firms were invited to participate in Phase II of the evaluation process which included a firm presentation and panel interview. Those firms were Griffin & Strong, P.C., Miller3 Consulting, Inc. and Keen Independent Research. The proposal evaluation committee identified Miller3 Consulting, Inc. as the most qualified firm. Miller3 Consulting, Inc., is a NC Historically Underutilized Business (HUB) certified firm headquartered in Atlanta, Georgia.

Fiscal Note: The contract amount is \$460,098 for an 18-month timeline to conduct the disparity study. The City is collaborating with other partners for additional funding.

Recommendation: Staff recommends that the City Council approve the award of the Minority and

Women-Owned Business Enterprise (MWBE) Joint Disparity Study Consultant
Contract for the City of Greenville and Greenville Utilities Commission to
Miller3 Consulting, Inc.

ATTACHMENTS

[Contract-MWBE Joint Disparity Study.pdf](#)

Vendor Name: Miller 3 Consulting, Inc.

Vendor Number: _____

Contract# _____



AGREEMENT FOR CONSULTANT/CONTRACTOR SERVICES

MWBE Owned Business Joint Disparity Study Consulting Services for the City of Greenville and Greenville Utilities Commission

THIS Agreement is made and entered into on this date _____, by and between the **City of Greenville**, a municipal corporation organized and existing under the laws of the State of North Carolina, and hereinafter referred to as the “City,” with a primary address of 200 W. Fifth Street, Greenville, NC 27858; and **Miller3 Consulting, Inc.**, a corporation organized under the laws of the State of Georgia and duly authorized to conduct business in the State of North Carolina, and hereinafter referred to as the “Consultant/Contractor” whose primary offices are located at 260 Peachtree Street, Suite 501, Atlanta, GA 30302.

GENERAL RECITALS

WHEREAS, the City desires the assistance of a Consultant/Contractor in the performance of certain services;

WHEREAS, the Consultant/Contractor has exhibited evidence of experience, ability, competence, and reputation to perform such services; and

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

NOW THEREFORE, the City and the Consultant/Contractor, for consideration hereinafter stipulated, mutually agree as follows:

The Consultant/Contractor agrees to perform the assigned services.

ARTICLE I – SCOPE OF WORK

I.A. DESCRIPTION OF WORK REQUIRED

The Consultant/Contractor shall provide consulting services to conduct a Minority and Women Owned Business Joint Disparity Study for the *City of Greenville and Greenville Utilities Commission*, and amendments, if any, said work being hereinafter referred to as the “Work”. The solicitation and amendments, if any, are hereby incorporated by reference herein and made a part hereof as fully as if herein set forth. Unless otherwise specified herein, the Consultant/Contractor is to furnish all necessary labor, materials, tools, equipment, superintendence, delivery and perform all necessary services to complete the Work at no additional costs to the City and GUC.

I.B. WORK STANDARDS

The Consultant/Contractor will perform the Work with the highest of standards in accordance with all applicable federal, state and local laws, regulations and safety guidelines.

I.C. ORDER OF PRECEDENCE

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

1. This Agreement with any Attachments, including Addendum(s) and Amendment(s) hereto;
2. If applicable, negotiated Amendments or clarification to the Consultant/Contractor’s Proposal which have been incorporated by reference to the final Agreement;
3. City’s solicitation attached hereto as Exhibit A;
4. Consultant/Contractor’s Proposal attached hereto as Exhibit B.

I.D. SUBCONTRACTS

The Consultant/Contractor and/or sub-consultant will not sublet any portion of the work covered by this Agreement without prior written approval by the City.

- I.D.1. The Consultant/Contractor will be responsible for the schedule of any work sublet to others so as to assure the overall schedule of the project is maintained.
- I.D.2. The Consultant/Contractor will be responsible for the completeness, accuracy and presentation of all data, and for the review of any work sublet to others.
- I.D.3. The Consultant/Contractor shall notify all sub-consultants under this contract of ALL new work assignments made by the City to the Consultant/Contractor regardless of any particular sub-consultant’s engagement level under a particular

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

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

II.A. Data and Services

II.A.1. The City’s project manager who will be overseeing the Contractor/Consultant in order to ensure that the requirements of this contract are met is the *Neighborhood & Business Services Department*. If assistance or further information is needed, the Contractor/Consultant shall contact the *Tiana Berryman, Director, 252-329-4518, 201 West 5th Street, Greenville, NC 27834*. All directions and communications from the City to the Contractor/Consultant shall be through the *Neighborhood & Business Services Department* or their designee unless otherwise stated herein.

II.A.2. The City shall provide available data and information, as applicable to the detailed SCOPE OF WORK developed for all tasks.

II.A.3. Any City property, information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Consultant/Contractor under this Agreement shall be kept as confidential, used only for the purpose(s) required to perform the Agreement and not divulged or made available to any individual or organization without the prior written approval of the City. The City’s data and property in the hands of the Consultant/Contractor shall be protected from unauthorized disclosure, loss, damage, destruction by a natural event or another eventuality. The Consultant/Contractor agrees to reimburse the City for loss or damage of City property while in Consultant/Contractor’s custody. Such City Data shall be returned to the City in a form acceptable to the City upon the termination or expiration of this Agreement. The Consultant/Contractor shall notify the City of any security breaches within 24 hours as required by G.S. § 143B-1379.

ARTICLE III – TIME OF BEGINNING AND COMPLETION

III.A. PERIOD OF PERFORMANCE

Work will begin no later than two (2) days following execution of this Agreement. The work will be completed according to a written schedule by the City. The Consultant/Contractor will be responsible for implementing and monitoring the schedule.

This Agreement will expire on **June 30, 2026**, unless these is a duly executed amendment signed by both parties agreeing to extend time for performance.

III.B. DELIVERABLES

If additional deliverables beyond the agreed-upon scope of work for the project are required to complete the assignment, then a new written amended scope of work/description of goods will be developed for the additional Work. This amendment will not become effective until completed as required herein. The Consultant/Contractor shall notify the City's Project Manager as soon as additional services beyond agreed upon scope of work appear to be warranted. The Consultant/Contractor must never under any circumstance exceed the approved cost estimate without prior written authorization from the City.

No additional work may be assigned under this Agreement after that date unless appropriate supplemental Agreements are in place.

Performance of Work by City. If Contractor/Consultant fails to perform the Work in accordance with the schedule required by this Agreement, the City may, in its discretion, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give Contractor/Consultant notice of its intention. Contractor/Consultant shall reimburse the City for additional costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

ARTICLE IV – COMPENSATION AND PAYMENTS

IV.A. Fees and Costs

Upon compliance with Paragraph IV.B below, Consultant/Contractor will be eligible for compensation for the services as outlined in the Consultant/Contractor's proposal submission, which is incorporated into this Agreement as Attachment B.

Specifically, Consultant/Contractor will receive the following amount:

The total projected cost of **Four Hundred Sixty Thousand and Ninety-Eight and 00/00 Dollars (\$460,098.00)** shall be a guaranteed maximum price (GMP) for the services to be provided.

The City shall not be obligated to pay the Consultant/Contractor any payments, fees, expenses, or compensation other than those authorized by this section.

IV.B. Payment

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

The Consultant/Contractor shall pay subcontractors for work performed within seven (7) days after Consultant/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 Consultant/Contractor and the City may suspend work until the subcontractor is paid.

All invoices shall be directed to: *Tiana Berryman, Director Neighborhood & Business Services Department, 201 West 5th Street, Greenville, NC 27834* or emailed to *tberryman@greenvillenc.gov*.

It shall be the responsibility of the Consultant/Contractor and all sub-consultants to keep records of all payments requested and the dates received. The City may request copies of this information in the form of a report.

ARTICLE V - GENERAL TERMS AND CONDITIONS

V.A. Termination

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

- V.A.1. DEFAULT. The Consultant/Contractor fails to perform, provides unacceptable performance, fails to comply with the provisions of the contract, or fails to follow safety regulations as required in this Agreement. Under this provision only, the City shall provide written notice to the Contractor/Consultant regarding the condition(s) and the Contractor/Consultant shall have ten (10) calendar days to rectify. In the event the condition(s) identified are not rectified to the satisfaction of the City, the City will give the Contractor/Consultant written notice of termination, which will be effective as of the date of notice unless otherwise stated in the notice of termination. Upon receipt, the Contractor/Consultant is expected to remove all employees and equipment from the premises immediately.
- V.A.2. CONVENIENCE. Without limiting either party's right to terminate for breach, the parties agree the City may terminate this agreement, without cause and in its discretion, by giving (thirty) 30 calendar days written notice. Consultant/Contractor shall be paid for services provided up to the date of termination except to the extent previously paid for under the Agreement. Work shall be paid for in accordance with the method (unit prices, hourly fees, etc.) to be used for payment had the Work been completed except to the extent it would be inequitable to either party, and if Work was to be paid for on a lump-sum basis, the City shall pay the part of the lump sum that reflects the percentage of completion attained for that Work. The City shall not be liable to Consultant/Contractor for any additional compensation, or for any consequential or incidental damages, including but not limited to overhead, profit, damages, other economic loss or otherwise, and all obligations under the Agreement shall be discharged except that any right

based on prior breach or performance survives and any other provisions expressly cited to survive termination. At the time of termination under this provision or as soon afterwards as is practical, Consultant/Contractor shall give the City all Work, including partly completed Work.

- V.A.3. FUNDING. In accordance with paragraph V.G.14, this agreement shall automatically terminate should funding cease to be available.
- V.A.4. Force majeure. This includes but is not limited to any acts of God; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes, lockouts, job actions, or boycotts; shortages of materials or energy; fires; explosions; floods; any curtailment, order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities, including, without limitation any of the foregoing which occur as a result of epidemic or pandemic; changes in laws governing this type of Work of facility; or other unforeseeable causes beyond the reasonable control and without the fault or negligence of the City. Reasonable extension of time for unforeseen delays may be made by mutual written consent of all parties involved.
- V.A.5. EXPIRATION. Upon expiration of this Agreement, this Agreement is terminated, if not extended, in accordance with the terms and conditions of this Agreement.

V.B. **Consultant/Contractor's Responsibility**

- V.B.1. Consultant/Contractor shall perform the Work under this Agreement as an independent contractor and not as City's agent or employee. Consultant/Contractor shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees and agents.
- V.B.2. The standard of care applicable to Consultant/Contractor's performance will be the degree of skill and diligence normally employed by professional Consultant/Contractors performing the same or similar services at the time and location said services are performed. Consultant/Contractor will re-perform any services not meeting this standard without additional compensation.
- V.B.3. Consultant/Contractor will provide all equipment including but not limited to computer, recording equipment, long distance telephone and facsimile

service, cellular service, and any clerical supplies necessary to perform the Work required under this Agreement. Consultant/Contractor shall be responsible for all travel and related expenses.

- V.B.4. Consultant/Contractor shall be responsible for all federal, state and local taxes incurred, owed or payable as a result of the performance of the Work.
- V.B.5. In the performance of the Work under this Agreement, Consultant/Contractor shall comply with all federal, state, county and City statutes, ordinances, regulations, and rules, which are applicable.
- V.B.6. The Contractor/Consultant shall furnish a competent project manager who shall be available to the *Neighborhood & Business Services Department* or their designee at all times that the Contractor/Consultant is performing the Work under this Agreement. The Contractor/Consultant's supervisor shall have full authority over the Contractor/Consultant's employees, agents, subcontractors, or otherwise and shall monitor them and direct them responsibly. The Contractor/Consultant's supervisor shall have a mobile telephone number to be contacted as needed. This number shall be provided to the City within five (5) days of the date of this contract.

V.C. **Indemnification, Insurance AND WARRANTIES**

V.C.1. **INDEMNITY 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 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 and "c" 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 contract). "Indemnitees" means City and its officers, officials, 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 Consultant/Contractor, its employees or property, tools or equipment, or to other persons or properties located on City facilities resulting from the Consultant/Contractor's activities and operations while performing services under this contract. The Consultant/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. Consultant/Contractor will promptly notify the City of any Civil or Criminal Actions filed against the Consultant/Contractor or of any notice of violation from any Federal or State Agency or of any claim as soon as practical as relates to the services provided. The City, upon receipt of such notice, shall have the right, at its election, to defend any and all actions or suits or join in defense.

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

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

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

Limits:

Workers Compensation: Statutory for the State of North Carolina.

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

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

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

b. Commercial General Liability:

Limits:

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

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

c. Commercial Automobile Liability:

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

d. Cancellation:

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

e. Proof of Carriages:

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

V.C.3 WARRANTIES (APPLICABLE TO CONTRACTS FOR SALE OF GOODS)

In addition to other warranties made in this transaction, Seller represents and warrants that all of the products (which includes goods, items, and other things) furnished under this contract, the process by which those products are made, and their use will not infringe any patent, trademark, or other rights of any other person,

firm, or corporation, and Seller shall defend, indemnify, and hold harmless the City and its officers, officials, agents, contractors, and employees from and against any and all claims, judgments, costs, damages, losses, demands, liabilities, obligations, fines, penalties, royalties, settlements, and expenses (including interest and reasonable attorney's fees assessed as part of any such item) arising out of any:

- (i) actual or alleged infringement of any such patent, trademark, or other rights; or
- (ii) (except to the extent that the personal injury, death, or property damage is caused solely by negligent or intentional acts or omissions of the City) personal injury, death, or property damage allegedly caused by or resulting from the delivery to the City of, or the manufacture, construction, design, formulation, development of standards, preparation, processing, assembly, testing, listing, certifying, warning, instructing, marketing, selling, advertising, packaging, or labeling of any product furnished to the City under this Agreement.

Without reducing the City's rights under this section, Seller, in case of an actual or threatened claim, may, at Seller's option and expense procure for the City the right to continue using the products furnished under this contract. (However, the preceding sentence does not pertain to part "(ii)" of the first sentence of this section.)

In addition to other warranties made in this transaction, Seller warrants that all of the products (which includes goods, items, and other things) furnished under this contract must:

- (i) Be in conformity with applicable NC and federal statutes and regulations; except to the extent other contract documents provide otherwise,
- (ii) not have been used; and
- (iii) must be at least such as:
 - a. pass without objection in the trade under the contract description;
 - b. in the case of fungible goods, are of fair average quality within the description;
 - c. are fit for the ordinary purposes for which such goods are used;
 - d. run, within the variations permitted by the contract, of even kind, quality and quantity within each unit and among all units involved;
 - e. are adequately contained, packaged, and labeled as the contract may require; and
 - f. Conform to the promises or affirmations of fact made on the container or label if any.

V.D. **CORRECTION OF WORK**

The Consultant/Contractor shall promptly correct all Work rejected by the City as failing to conform to this Agreement. The Consultant/Contractor shall bear all costs of correcting such rejected work. Rejected work shall consist of that Work which is deemed ineligible by the City's representative.

V.E. **RELATIONSHIP WITH OTHERS**

The Consultant/Contractor will cooperate fully with the City with other municipalities and local government officials, Federal and state environmental resource and regulatory agencies, and with any others as may be directed by the City. This shall include attendance at meetings, workshops, and hearings and also includes provision of project development, human and natural environmental and engineering information to all parties as may be requested by the City. The Consultant/Contractor will also cooperate fully with the City and other agencies on adjacent projects, as necessary.

V.F. **NOTICE**

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

City:

City of Greenville
Neighborhood & Business Services Department
201 West 5th Street
Greenville, NC 27834
Attn: Tiana Berryman, Director
Principal

Consultant/Contractor:

Miller3 Consulting, Inc.
260 Peachtree Street,
Suite 501
Atlanta, GA 30302
Attn: Lauren Miller, Chief
Growth Officer

V.G.2. **OWNERSHIP OF DOCUMENTS**

All tracings, documents, technical reports, charts, plans, specifications, photographic negatives, photographs, survey notes, computations, and maps and other data or documents prepared or obtained under the terms of 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. In the case of an Agreement involving preliminary plans only, no commitment is stated or implied that would constitute a limitation on the subsequent use of the plans or ideas incorporated therein

for preparation of construction plans. These items could become the property of the City, if the City so elects.

V.G.3. **MINORITY/WOMEN OWNED BUSINESS ENTERPRISE AND NON-DISCRIMINATION**

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

Consultant/Contractor, its assignees and successors in interest, further agrees that in the performance of these services that it shall comply with the requirements of Title VI of the Civil Rights Act of 1964 and other pertinent Nondiscrimination Authorities, as cited in Exhibit C to this Agreement and will not discriminate in its hiring, employment, and contracting practices with reference to political affiliation, genetic information, sexual orientation, age, sex, race, color, religion, national origin, handicap or disability.

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

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

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

The Consultant/Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further if the Consultant/Contractor utilizes a Subcontractor, the Consultant/Contractor shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The Consultant/Contractor represents that the Consultant/Contractor, and its Subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

V.G.6. **ASSIGNMENT**

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

V.G.7. GENERAL COMPLIANCE WITH LAWS

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

V.G.8. AMENDMENTS AND WAIVER

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

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

The Consultant/Contractor 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 Work under this Agreement.

V.G.10. CHOICE OF LAW AND VENUE

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

V.G.11. AUTHORITY TO CONTRACT

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

V.G.12. DISPUTE RESOLUTION

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

V.G.13. CONFLICT OF INTERESTS

- a. Consultant/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. Consultant/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. Consultant/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 Consultant/Contractor, its employees or associated persons or entities shall be disclosed to the City.
- c. Consultant/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. Consultant/Contractor shall make any such disclosure to the City in writing and immediately upon the Consultant/Contractor's discovery of such possible conflict. The City's determination regarding the possible conflict of interest shall be binding on all parties.

No employee, agent, Consultant/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 Consultant/Contractor, either for themselves or for those with whom they have family or business ties, during their tenure or for one year thereafter.

V.G.14. NON-APPROPRIATION OF FUNDS

Consultant/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 Consultant/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 Consultant/Contractor will not be compensated for any other costs in connection with a termination for non-appropriation. The Consultant/Contractor will not be entitled to recover any damages in connection with a termination for non-appropriation, including, but not limited to, lost profits. Consultant/Contractor shall be released from any further obligation to provide Work affected by such termination; and Termination shall not prejudice any other right or remedy available to the City.

V.G.15. RECORD RETENTION

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

V.G.16. CONFIDENTIALITY

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

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

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

V.G.17 SEVERABILITY

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

V.G.18 COUNTERPARTS

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

V.G.19 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.

V.G.20 PRINCIPLES OF INTERPRETATION AND DEFINITIONS.

(1) The singular includes the plural and the plural the singular. The pronouns “it” and “its” include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The words “include,” “including,” etc. mean include, including, etc. without limitation. (2) References to a “Section” or “section” shall mean a section of this contract. (3) “Contract” and “Agreement,” whether or not capitalized, refer to this instrument. (4) “Duties” includes obligations. (5) The word “person” includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (6) The word “shall” is mandatory. (7) The word “day” means calendar day. (8) The word “Work” is defined in Section I.A. (9) A definition in this contract will not apply to the extent the context requires otherwise.

V.G.21. ENTIRE AGREEMENT

This Agreement, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract shall be deemed to exist or to bind either party hereto.

V.G.22. HEADINGS

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

V.G.23. DISCHARGE OF MECHANICS AND MATERIALMEN’S LIEN

If applicable, the Consultant/Contractor’s shall use its best efforts to prevent any liens that arise from the performance of the Work from being filed against the City or Property. If any liens are filed, the Consultant/Contractor’s shall prevent any liens from becoming delinquent. Upon completion of the Work and prior to payment by the City, the Consultant/Contractor’s shall execute and provide to the City a Release of Liens and Waiver of Claims form.

V.G.24. PEFORMANCE 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.

V.G.25 E-SIGNATURE AUTHORITY

The parties hereto consent and agree that this agreement may be signed and/or transmitted by facsimile, e-mail of a .pdf document or using electronic signature technology (e.g., via

Vendor Name: Miller3 Consulting, Inc.

Vendor Number: _____

Contract# _____

DocuSign or similar electronic signature technology), and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's handwritten signature. The parties further consent and agree that (1) to the extent a party signs this document using electronic signature technology, by clicking "sign", such party is signing this Agreement electronically, and (2) the electronic signatures appearing on this Agreement shall be treated for purposes of validity, enforceability and admissibility, the same as hand-written signatures.

V.G.26. **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 Follow]

Vendor Name: Miller3 Consulting, Inc.

Vendor Number: _____

Contract# _____

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:** _____
Jacob Joyner, Director of Financial Services

ACCOUNT NUMBER:

PROJECT CODE (IF APPLICABLE): N/A

[Vendor Signature Page Follows]

Vendor Name: Miller3 Consulting, Inc.

Vendor Number: _____

Contract# _____

SIGNATURE OF VENDOR

Miller3 Consulting, Inc.

VENDOR:

BY: _____
SIGNATURE

TITLE

DATE

Exhibit A: City's Solicitation



**Minority and Women-Owned Business Enterprise
(MWBE) Disparity Study**

Request for Proposal

RFP# 23-24-17

Date of Issuance: October 22, 2024

Due Date: November 22, 2024, @ 2:00 PM (EST)

Contact Person: Tish Williams

Title: Business Development Manager

Phone Number: 252-329-4505

Email Address: tfwilliams@greenvillenc.gov

“LATE PROPOSALS WILL NOT BE ACCEPTED”

Issuing Department

Neighborhood and Business Services Department

Business Services Division

201 West Fifth Street

Greenville, North Carolina 27858

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SECTION ONE: INTRODUCTION

1.1 Purpose

The City of Greenville (the City), through its Neighborhood and Business Services Department is soliciting proposals from qualified service providers to conduct a Disparity Study of the City's and Greenville Utilities Commission's (GUC) awarded contracts for goods (including apparatuses, supplies, materials and equipment), services (professional and general), and construction (including alteration, construction, repair and erection) over a five (5) year period, from July 1, 2019 through July 30, 2024.

The objective is to determine the effectiveness and efficiency of the current Minority and Women-Owned Business Enterprise ("MWBE") Programs. The City seeks proposals to provide recommendations on any programmatic changes or policy updates, if necessary. The successful Service Provider will also provide the City and GUC with current legal guidance relative to new legislation, policies, and procedures to meet any constitutional mandates.

Additional objectives include recommending programmatic remedies to address any identified underutilization of MWBE businesses, and the reducing or eliminating identified barriers that adversely impact MWBE participation on City and GUC projects. This RFP includes a description of the scope of work, submission requirements, and instructions for submitting your proposal.

All information related to this solicitation, will be posted on the City of Greenville's Website: <https://www.greenvillenc.gov/government/financial-services/current-bid-opportunities>.

1.2 Background

Greenville, North Carolina, is the hub of eastern North Carolina, with a growing population of 89,233. Located in eastern North Carolina, Greenville benefits from its proximity to major highways and transportation networks, facilitating easy access to regional markets and beyond. This makes it an ideal base for businesses looking to serve both local and broader markets.

Home to East Carolina University, the third largest university in the state (28,718 enrollment). ECU is home to the Brody School of Medicine that offers a four-year medical doctor degree as well as six PhD programs. There are 99 undergraduate degree tracks and 104 graduate-level programs at ECU. Greenville boasts a rich talent pool of graduates and a collaborative environment for innovation and research. The City along with various organizations in the small business support ecosystem offer resources, including programming, business incubators and business counseling, which provide valuable support for startups and small businesses.

The city's economy is diversifying, with growth in sectors such as healthcare, restaurants, education, manufacturing, and technology. This economic expansion creates a dynamic market with numerous opportunities for small businesses to cater to various needs and niches.

Greenville is an emerging hub for small businesses, offering a vibrant mix of opportunities and resources that make it an attractive location for entrepreneurs. Known for its welcoming community, strategic location, and supportive infrastructure, Greenville provides a fertile ground for businesses to thrive.

However, despite the growing economy, some residents and businesses in Greenville have struggled to benefit and gain advances in their economic status. Therefore, the City of Greenville and GUC wish to provide equitable opportunities for individuals and businesses when City and GUC contracts are bid.

The City's MWBE Program was adopted in 1989. Subsequently, a disparity study was conducted in 1991. As a result, minority and women participation goals were established and the following statement was created: It is the policy of the City of Greenville and the Greenville Utilities Commission to provide minorities and women equal opportunity for participating in all aspects of the City's and GUC's contracting and procurement programs, including but not limited to, construction projects, supplies and material purchases, and professional and personal service contracts. The City and GUC MWBE Program was initially administered by the HR Department. In 2007, the City hired an MWBE Coordinator to administer the MWBE Program. To date, no additional staff has been hired to carry out tasks specifically for the MWBE Program.

Since the inception of the City's MWBE Program, the MWBE Coordinator has been tasked with attending pre-bid meetings, being the point of contact for all city departments regarding MWBE participation goals, review of required MWBE forms that should be included in bids, and program outreach duties.

Provided below is a list of the anticipated schedule of events related to this solicitation. The City of Greenville and GUC reserve the right to modify and/or adjust the following schedule to meet the needs of the service. All times shown are Eastern Time (EST).

1.3 Request for Proposals (RFP) Timeline

Event	Date	Time
Issuance of RFP	October 22, 2024	
Pre-Proposal Meeting (Non-mandatory)	October 29, 2024 at 1:00 p.m. Virtual: Microsoft Teams Meeting <i>Those wishing to attend should request the meeting link by email at tfwilliams@greenvillenc.gov no later than October 28, 2024 by 5:00 p.m.</i>	
Deadline to Submit Questions	October 28, 2024	4:00 p.m.
City Response to Questions (anticipated)	November 1, 2024	
Proposal Due Date and Time	November 22, 2024	2:00 p.m.
Short Listed Proposers Presentations	December 3-5, 2024	

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Recommendation to Council for Approval and Notification of Award (anticipated)	December 2024	
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1.4 Proposal Questions

It is the Proposer’s responsibility to ensure that all addenda have been reviewed and considered in the preparation of its proposal. Requests for clarification and questions to this RFP must be received by the City no later than the date shown above in Section 1.3, entitled “RFP Timeline” for the submittal of written inquires. The firm’s failure to request clarification and submit questions by the date in the RFP Timeline above shall be considered to constitute the firm’s acceptance of all City’s terms and conditions and requirements. The City shall issue addenda reflecting questions and answers to this RFP, if any, and shall be posted to the City website. No information, instruction or advice provided orally or informally by City personnel, whether made in response to a question or otherwise in connection to this RFP, shall be considered authoritative or binding. Respondents shall be entitled to rely only on written material contained in an Addendum to this RFP. Please submit all questions related to this RFP must be submitted in writing (via email) to twilliams@greenvillenc.gov. Please insert MWBE Disparity Study in the subject line. Questions asked via telephone will not be answered.

1.5 Proposal Submission Requirements and Contact Information

Proposals must follow the format as defined in Section 3. PROPOSAL, and be addressed and submitted as follows:

City of Greenville Municipal Building 201 West Fifth Street Greenville, NC 27858 Attention: Tish Williams, Business Development Manager RFP No./Title: 23-24-17 Minority and Women-Owned Business (MWBE) Disparity Study

Proposals should be mailed in an envelope or package and clearly marked with the name of the submitting company, the RFP number and the RFP Title. However, (6) hardcopies of the pricing worksheet document (Appendix IV) should be sealed and mailed separately.

Service Provider must submit:

- A. One (1) electronic version of the signed proposal AND
- B. Six (6) copies of the signed proposal.

The electronic version of the Proposal can be submitted as a viewable and printable Adobe at <https://www.dropbox.com/request/BQeRUNI6Jt8LzZHfQgz>

The electronic version and (6) hardcopies of the proposal must be received by the City on or before the RFP due date and time provided in Section 1.3. Proposals received after the RFP due

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date and time will not be considered and will be returned unopened to the return address on the submission envelope or package.

Any requirements in the RFP that cannot be met must be indicated on Appendix IV, "Exceptions to the RFP" and submitted with proposal. Proposers must respond to the entire Request for Proposals (RFP). Any incomplete proposal may be eliminated from competition at the discretion of the City of Greenville. The City reserves the right to reject any or all proposals for any reason and to waive any informality it deems in its best interest.

Proposals that arrive after the due date and time will not be accepted or considered for any reason whatsoever. If the Firm elects to mail in its response, the Firm must allow sufficient time to ensure the City's proper receipt of the package by the time specified in Section 1.3, "RFP Timeline". Regardless of the delivery method, it is the responsibility of the Firm to ensure that their response arrives at the designated location specified in this Section by the due date and time specified in Section 1.3, "RFP Timeline".

1.6 Rights to Submitted Materials; Public Records Requirements

All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by Proposers (other than materials submitted as and qualifying as trade secrets under North Carolina law) shall become the property of the City when received and the entire proposal shall be subject to the public records laws of the State of North Carolina except where a proper trade secrets exception has been made by the Proposer in accordance with the procedures allowed by North Carolina law.

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Proposer of the conditions contained in this Request for Proposals. If the City receives a request to disclose materials that have been labeled as a trade secret or confidential by the proposer, the City shall provide the proposer with notice of the request. Within five (5) calendar days of the receipt of this notice, the proposer must notify the City of whether or not it instructs the City to withhold the materials from public inspection and the proposer must seek, at its sole cost, appropriate judicial action to prevent the disclosure of the materials. If the proposer notifies the City to withhold materials from public inspection, said notice must also include a legal justification for why the withheld materials qualify for exemption from the North Carolina public records act. If such justification is not provided with the notice to withhold materials, the proposer acknowledges that the notice shall be void and deemed of no effect and that the City may release the information without penalty. Further, if the proposer does not take action to prevent the disclosure of the materials within the five (5) calendar day period, the City may release the information pursuant to the public records request without any penalty from or liability to the proposer.

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By submitting a proposal to the City, the proposer accepts all terms and conditions of this section. Any exception to this section shall not be allowed and an attempt to except a proposal from this section will be deemed void and of no effect and may result in the proposal being disqualified from the selection process.

By submitting a proposal, each respondent to the RFP agrees to indemnify and hold harmless the City and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with the City refusing to disclose any material that the respondent has designated as a trade secret.

1.7 Communications

Questions must be submitted in writing to the individual designated in Section 1.5, prior to the deadline provided in Section 1.3. A proposer should not rely on any information provided by the City that is not provided as part of this RFP, any addenda to this RFP, or communications with the City representative identified in Section 1.5.

1.8 Lobbying

By responding to this solicitation, the firm certifies that it has not and will not pay any person or firm to influence or attempted to influence an officer or employee of the City or the State of North Carolina, or any elected official in connection with obtaining a contract as a result of this RFP.

1.9 Proposer Expenses

The City of Greenville and GUC will not be responsible for any expenses incurred by any Proposer in the development of a response to this Request for Proposal or any other activities associated with this procurement including but not limited to any onsite (or otherwise) interviews and/or presentations, and/or supplemental formation provided, submitted, or given to City of Greenville and/or its representatives. Further, the City of Greenville shall reserve the right to cancel the conveyance described herein prior to final approval by the City Council.

1.10 Proposer Acceptance

Submission of any proposal indicates a Proposer's acceptance of the conditions contained in this RFP unless clearly and specifically noted otherwise on Appendix IV, "Exceptions to RFP" and submitted with proposal. Furthermore, the City of Greenville is not bound to accept a proposal on the basis of lowest price, and further, the City of Greenville has the sole discretion and reserves the right to cancel this RFP, and to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the City of Greenville's best interests to do so.

The City of Greenville reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Proposers if it is deemed in the City of Greenville's best interest. Moreover, the City of Greenville reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or not in the best interest of the City of Greenville.

1.11 Contract Term

The Contract shall have an initial term of one (1) year, beginning on the date of the final execution of the Contract by all parties or a later agreed upon date, whichever is later (the "Effective Date"). At the end of the Contract's initial term, the City shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for an additional one-year term. Any contract extension will depend upon the Contractor's ability to meet project goals, submit timely reports, and maintain proper documentation. The City will give the Contractor written notice of its intent to exercise the option before the end of the Contract's term. The City reserves the right to extend a contract term for up to 180 days in increments of 90-days or less.

1.12 General Instructions

- 1. READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this RFP document.
- 2. LATE PROPOSALS:** Late proposals, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure delivery at the designated office by the designated time.
- 3. ACCEPTANCE AND REJECTION:** The City reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Vendor, to accept any item in the proposal.
- 4. WITHDRAWAL OF PROPOSAL:** No proposal may be changed or withdrawn after the time of the proposal due date. Any modifications or withdrawals requested before this time shall be acceptable only when such request is made in writing to the Financial Services Manager.
- 5. 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.
- 6. EQUAL EMPLOYMENT OPPORTUNITY:** The City has adopted an Equal Employment Opportunity Clause, which is incorporated into all specifications, purchase orders, and

contracts, whereby a vendor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry.

- 7. MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) PROGRAM:** It is the policy of the City of Greenville and GUC 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 (MWBE) Plan and subsequent program, outlining verifiable goals.
- 8.** The City has established a 4% Minority Business Enterprise (MBE) and 4% Women Business Enterprise (WBE) goal for the participation of MWBE firms in providing professional and personal services for the completion of this project. Questions regarding the City’s MWBE Program should be directed to the MWBE Office at (252) 329-4862.
- 9. LOCAL PREFERENCE:** The City of Greenville has adopted a Local Preference Policy, Resolution No. 056- 13, and a Professional and other Services Policy, Resolution No. 057-13 that may pertain to this project. For more information please see the City of Greenville’s webpage at <http://www.greenvillenc.gov/government/financial-services/purchasing>.
- 10. REHABILITATION ACT AND ADA:** Federal law prohibits handicapped discrimination by all governmental units. By submitting a proposal, the vendor is attesting to its policy of nondiscrimination regarding the handicapped.
- 11. 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.
- 12. CITY RIGHTS AND OPTIONS:** The City, at its sole discretion, reserves the following rights:

 - To supplement, amend, substitute or otherwise modify this RFP at any time.
 - To cancel this RFP with or without the substitution of another RFP.
 - To take any action affecting this RFP, this RFP process, or the Services subject to this RFP that would be in the best interests of the City.
 - To issue additional requests for information or clarification from Offerors or to allow corrections of errors or omissions.
 - To require one or more Service Providers to supplement, clarify or provide additional information in order for the City to evaluate the Responses submitted.
 - To negotiate a contract with a Service Provider based on the information provided in response to this RFP.
- 13. PUBLIC RECORDS:** Any material submitted in response to this RFP will become a “public record.” Proposers must claim any applicable exemptions to disclosure provided by law in

their response to this RFP. Proposers must identify materials to be protected and must state the reasons why such exclusion from public disclosure is necessary and legal. The City reserves the right to make all final determination(s) of the applicability of North Carolina General Statutes § 132-1.2, Confidential Information.

14. ACCURACY OF RFP AND RELATED DOCUMENTS: Each Company must independently evaluate all information provided by the City. The City makes no representations or warranties regarding any information presented in this RFP, or otherwise made available during this procurement process, and assumes no responsibility for conclusions or interpretations derived from such information. In addition, the City will not be bound by or be responsible for any explanation or conclusions regarding this RFP or any related documents other than those provided by an addendum issued by the City. Companies may not rely on any oral statement by the City or its agents, advisors, or consultants.

If a Company identifies potential errors or omissions in this RFP or any other related documents, the Company should immediately notify the City of such potential discrepancy in writing. The City may issue a written addendum if the City determines clarification necessary. Each Company requesting an interpretation will be responsible for delivering such requests to the City's designated representative as directed in RFP Section Three.

15. EXPENSE OF SUBMITTAL PREPARATION: The City accepts no liability, and Companies will have no actionable claims, for reimbursement of any costs or expenses incurred in participating in this solicitation process. This includes expenses and costs related to Proposal submission, submission of written questions, attendance at pre-proposal meetings or evaluation interviews, contract negotiations, or activities required for contract execution.

16. PROPOSAL BINDING: This proposal is binding for a period of one-hundred eighty (180) days.

SECTION TWO: SCOPE OF WORK

The City of Greenville Neighborhood and Business Services Department is soliciting proposals for the services of a Service Provider for the following contract scope of work. The successful Service Provider to whom the Contract is awarded shall provide all services set forth in this RFP and as more particularly described in this section, Scope of Work.

2.1 General Scope

The Disparity Study established by this RFP will help the City and Greenville Utilities Commission (GUC) to ensure its procurement and contracting practices across all departments align with legal requirements as it relates to Minority and Women-owned Business (MWBE) entities and evaluate and improve our current MWBE Programs. The selected Service Provider's results and

recommendations will serve as a reference document in creating City and GUC policies, directives, standards and practices.

2.2 Overview

The City and GUC wish to undertake all necessary and affirmative steps to ensure that MWBEs are afforded opportunities to participate in City and GUC contracts. The City seeks a Service Provider to conduct a Disparity Study to:

- a. Examine what, if any, barriers may be adversely affecting the participation of MWBEs in City and GUC contracts;
- b. Identify the availability of MWBEs that are ready, willing, and able to do business with the City and GUC in the relevant market area(s), based on both business presence and principal office location;
- c. Analyze the City and GUC's contracting and procurement data to determine the utilization of MWBEs;
- d. Determine the extent to which any identified disparities in the City and GUC's utilization of available MWBEs are attributable to discrimination;
- e. Recommend programs to remedy the effects of any identified discrimination, and to reduce or eliminate any other marketplace barriers that adversely affect contract participation by MWBEs; and
- f. Identify best practices, any policy recommendations on remediating any identified disparities, and practical tools for developing MWBE capacity.

2.2.1 Greenville Combined Statistical Area (CSA)

While the City is open to recommendations from the Service Provider, the anticipated target area of the Disparity Study is the Greenville-Kinston-Washington Combined Statistical Area, which includes Pitt, Lenoir and Beaufort Counties.

2.2.2 Determination

The successful Service Provider will identify the availability of MWBEs that are ready, willing and able to do business with the City and GUC, and determine whether a statistically significant disparity exists between the availability of ready, willing, and able MWBEs and their utilization in City and GUC contracts.

2.2.3 Underutilization of MWBEs

If the analysis reveals an underutilization of MWBEs, the successful Service Provider will assess any cause of the underutilization. In analyzing MWBE availability and utilization as outlined above, the successful Service Provider shall determine the extent to which:

- a. Under-utilization, if any, may be the result of discrimination by the City or discrimination existing within a relevant industry;
- b. Discriminatory practices exist within specific industries, trades, procurement, and service areas in the relevant geographic markets used by the City; and
- c. Any identified discriminatory practices have impeded the ability for MWBEs to compete for and participate in City contracts.

If the successful Service Provider identifies any statistically significant underutilization of MWBEs, resulting from discrimination (in whole or in part), the Service Provider will recommend remedial programs to the City and GUC to mitigate the effects of any identified discrimination. In recommending remedial programs, the Service Provider will assess the extent to which the effects of discrimination can be addressed through race and gender-neutral means.

To the extent the Service Provider determines that race and gender-neutral based remedies are insufficient to appropriately remedy any effects of the identified discrimination, the Service Provider will propose narrowly tailored race and gender-conscious remedies to address the effects of the identified discrimination.

The Service Provider will also assess:

- a. The extent to which any other barriers, unrelated to race or gender, may be adversely affecting contract participation by MWBEs; and
- b. The efficacy of race and gender-neutral policies and programs previously used by the City to address those identified neutral barriers.

Where appropriate, the Service Provider shall propose narrowly tailored modifications and alternative policy and program approaches to address such barriers.

2.3 Specialized Requirements

- Determine the availability of minority and women-owned businesses in the Greenville Combined Statistical Area (CSA) and any other relevant City market areas. The Service Provider should address their ability to limit the study to these combined areas or identify what CSA must be considered.
- Conduct the disparity analysis in the relevant market area.

- Identify revisions necessary to the City and GUC's programs to address relevant legal requirements and recent court decisions based on the opinion of an attorney licensed to practice in the State of North Carolina.
- Analyze the City and GUC's contract and procurement data and conduct a utilization analysis of minority, women, and non-minority businesses in the procurement of goods- (including apparatus, supplies, materials and equipment), services (general and professional), and construction (including, erection, construction, repair and alteration).
- Analyze the utilization and availability data to determine if a disparity continues to exist.
- Collect and analyze anecdotal information obtained from surveys, focus groups, interviews and City Council meetings.
- Provide detailed monthly progress reports to the City's Project Manager.
- Make recommendations throughout the Disparity Study process for programmatic changes and any enhancements, if necessary, including, but not limited to, staffing requirements.
- Prepare a draft report and review the report with relevant project staff.
- Prepare a final report and present the report's findings to the City of Greenville Mayor and City Council, and GUC Board of Commissioners.

2.3.1 Specific Tasks

To provide the minimum deliverables as specified above, the successful Service Provider will be expected to perform all tasks necessary to provide the agreed-upon deliverables, including, but not limited to the following:

1. Interview City and GUC staff regarding the types of contracts, policies and practices and market areas covered by solicitations, advertising, and mailing.
2. Interview prime contractors, subcontractors, vendors, consultants, and representatives of trade and professional associations.
3. Obtain and analyze any prior utilization studies relating to the CSA and the relevant market area, and, to the extent possible, reconcile or distinguish those studies with any current findings.

4. Interview the City and GUC's staff that manage MWBE activities related to contracting and procurement and review their records for information regarding the number and identification of MWBEs utilized in contracts.
5. Design and administer a survey of contractors, subcontractors, vendors, and consultants (by ethnic group and gender) as to the type of work, capacity, and utilization on various types of contracts, reasons for levels of utilization, identification of any instances of discrimination (past or present), effects and sources of past or present discrimination, and interest in bidding on City contracts.
6. Interview representative minority and female contractors, subcontractors, vendors, consultants, and any other appropriate sources regarding the utilization and factors affecting the utilization of minorities and females by prime contractors on private and public contracts with and without MWBE contracting goals.
7. Interview minority and female business owners, professionals, government officials, and persons currently or formerly in the construction, maintenance, supplies, materials, and service industries about any specific instances of discrimination which may have had a discriminatory impact upon MWBEs and their development.
8. Interview non-minority and non-female persons who are currently or formerly prime contractors, subcontractors, vendors, or consultants about any disparity in the use of MWBEs and the reason for MWBE utilization levels.
9. Compile and analyze the growth in the Greenville CSA of non-MWBEs compared to MWBEs.
10. Analyze any available judicial or administrative data regarding allegations of discrimination made against contractors, subcontractors, vendors, consultants, or local government agencies.
11. Compile and analyze anecdotal evidence relating to conclusions regarding each of these tasks.
12. Assist the City and GUC, if necessary, in revising existing MWBE Program Plans. Such assistance will include the preparation of proposed program initiatives and assisting with any public hearings.

2.4 Coordination and Points of Contact

Coordination of all efforts, including meeting logistics, shall be the responsibility of the successful Service Provider. The Service Provider shall identify a project team to include a Project Manager who will be the point of contact between the Service Provider and the City's Project Manager.

The Service Provider's Project Manager shall be available to the City's Project Manager for updates and reviews on project progress.

2.5 Reporting and Documentation

The successful Service Provider will be required to prepare and submit the following documents to the City:

1. Monthly progress reports, or more often as needed by the City. Monthly reports must include, but are not limited to, the following:
 - a. A project schedule indicating the status of each task and deliverable;
 - b. All information, personnel, equipment, facilities, and resources of the City required for the Service Provider to perform the services for the subsequent month or period indicated by the City;
 - c. Identify and summarize all risks and problems which may affect the performance of the services;
 - d. For each identified risk and problem, identify the action and person(s) responsible for mitigating risk and resolving the problem; and
 - e. For each risk and problem identified, state the impact on the project schedule.
2. A draft final report and executive summary of the final report describing the Service Provider's methodology in detail and all findings, that meets all requirements described in Section 2 of this RFP.
3. After the City reviews the draft report and executive summary and provides feedback to the Service Provider, a final report and executive summary that addresses any deficiencies or concerns raised by the City regarding the draft report.

2.6 The Final Report

1. Written in clear and concise language using consistent terms;
2. Easy to understand;
3. Organized logically;
4. Fully illustrated with relevant examples;
5. Consistent with widely accepted methodology; and
6. A searchable electronic format, i.e., pdf file.

2.7 Work Materials and Database Access

Vendor Name: Miller3 Consulting, Inc.

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The successful Service Provider will provide the City all notes, work papers, records, and documentation used or created in the course of the Disparity Study. If the successful Service Provider developed any computerized database in the furtherance of the Disparity Study, the successful Service Provider will provide the City access to the computer database and the information contained therein. Any programs or data entry materials developed in connection with the Disparity Study must be compatible with any existing City systems.

2.8 Presentations

The successful Service Provider must be available to make periodic in person or virtual presentations to the City, as requested, to explain the Disparity Study methods, results, and reports, including to the City Council, GUC Board of Commissioners, City and GUC administration and staff, boards and committees, stakeholders and the public.

2.9 Litigation

The Service Provider must be available to testify as an expert to defend or otherwise assist the City and/or GUC in any litigation relating to or arising from the Disparity Study.

2.10 Pricing

Service Providers shall provide pricing based on the requirements and terms and conditions of this RFP. Pricing must be all-inclusive and cover every aspect of the project. The City shall pay a fixed price as consideration for the satisfactory performance of all services required under the contract, other than litigation support and other services (as defined). The total amount referenced by this Section constitutes the total compensation to the successful Service Provider, inclusive of all fees, charges, and expenses payable under the contract. The amount of compensation does not include litigation support or other services (as defined). The total amount of compensation shall not be increased except by a duly executed written amendment.

SECTION THREE: PROPOSAL CONTENTS

Responses must follow the format outlined below. The City may reject as nonresponsive at its sole discretion any proposal that does not provide complete and/or adequate responses or departs in any substantial way from the required format.

3.1 Request for Proposal Required Documents Format

Responses should be divided using tabs to separate each section, listed sequentially as follows:

Tab 1: Cover Letter

Vendor Name: Miller3 Consulting, Inc.

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Contract# _____

Provide an introduction letter summarizing the unique proposal of your firm to meet the needs of this service requirement. This letter should be presented on the firm's official letterhead and signed by an authorized representative who has the authority to enter into a contract with the City on behalf of the firm. Additionally, include the name, address, telephone and email address of the individual who serves as the point of contact for this solicitation.

Tab 2: Corporate Background and Experience

Include background information on the firm and provide detailed information regarding the firm's experience preparing comparable plans for similar cities with populations over 90,000. Provide a list of all comparable contracts performed in the past five (5) number of years, accompanied by at least three (3) references (contact persons, firm, telephone number and email address). Provide samples of three (3) different reports, studies, presentations or other items which illustrate the Proposer's writing style and ability. A link to websites where the samples can be found is sufficient.

Include the total amount invoiced for each listed project, the length of the project, and list of those involved in the project who are also proposed for the subject project named in this solicitation. Failure to provide a list of all similar contracts in the specified period may result in the rejection of the firm's proposal. The evaluation team reserves the right to contact any or all listed references, and to contact other public entities regarding past performance on similar projects.

Tab 3: Project Understanding, Approach and Schedule

Provide a comprehensive narrative, outline, and/or graph demonstrating the firm's understanding and approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

Tab 4: Team Firm, Experience and Certifications

This section must include the proposed staffing, deployment and firm of personnel to be assigned to this project. The Proposer shall provide information as to the Proposals and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person. A project specific firm chart which clearly illustrates the roles, responsibilities, and the reporting relationships of each team member should be included.

Tab 5: Cost

In a separate sealed envelope, provide at least three (3) complete copies of the proposed cost schedule and budget. Hourly rates must be inclusive of all costs (including lodging, meals, and

Vendor Name: Miller3 Consulting, Inc.

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Contract# _____

transportation), applicable overhead, and profit. Attach any additional pricing details. Payment terms will be based on milestones identified during the contracting process. A cost proposal will be negotiated with the selected service provider.

3.2 RFP Documents

This RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference.

SECTION FOUR: PROPOSAL EVALUATION and FINAL SELECTION

4.1 Proposal Evaluation Criteria (Stage 1)

This RFP is not a bid. There will not be a public opening. The Proposals received in response to this RFP will be evaluated and ranked, by the Proposal Evaluation Committee in accordance with the process and evaluation criteria contained below. Responses will be evaluated in light of the material and substantiating evidence presented in the response, and not on the basis of what is inferred. After thoroughly reading and reviewing this RFP, each Evaluation committee member shall conduct his or her independent evaluation of the proposals received and grade the responses on their merit in accordance with the evaluation criteria set forth in the following table.

The maximum points a Service Provider can receive for an interview/demonstration is 10 points. Services Providers selected for interviews or demonstrations under this Section will be notified of the date and time in writing. Each Service Provider's interview/demonstration must be based solely upon information provided in the original proposal. No new information may be presented.

Criteria	Scoring (Points)
Compliance with the RFP requirements; quality, clarity and completeness of services proposed in relation to the response to the scope of work.	0 - 5
Service Provider's Proven Background, Knowledge and Experience. This includes and is not limited to following: <ul style="list-style-type: none">• Qualifications of key personnel/management team.• Experience in providing high quality services of similar type work in this RFP, your organization's experience as it pertains to providing services similar in size, complexity and scope to those required under this RFP and in the manner required pursuant to this RFP.• Knowledge of best practices	0-20
Understanding of the project as outlined in the RFP.	0-10
Quality of Methodology/Technical Approach; does the methodology depict a logical approach to fulfilling the requirements of the RFP.	0-20

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Demonstrated Team Experience with similar type work (working with diverse communities) and references. Capability of the Proposer to undertake and support services as described by this Request for Proposals based on reputation and customer references regarding the Proposer's performance for organizations with needs like the City of Greenville's, particularly in the government sector.	0-25
Proposed Cost	0-10
Project schedule to include project deliverables and a detailed timeframe.	0-10
Total Possible Score (without Interview/Demonstration)	0 - 100
Interview/Demonstration (if applicable)	0-10
Final Score (with Interview/Demonstration)	

4.2 Interview/Demonstration (Stage 2)

Some Service Providers may be invited to Stage 2 of the evaluation process, the Interview/Demonstration. The interview/demonstration is an important aspect of the evaluation process that offers the City and GUC an opportunity to see how the Service Provider's solution meets the critical components of the RFP.

4.3 Final Selection

Proposals will be evaluated and ranked according to the criteria and weighted values set forth in Section 4.1., Proposal Evaluation Criteria (Stage 1). After the proposals are evaluated, the Evaluation Committee will either make a final selection for recommendation, or select Service Providers to participate in Stage 2 of the evaluation process based upon their scores. If the Evaluation Committee proceeds with Stage 2, the City reserves the right, as a part of the selection process, to request on-site or virtual interviews, demonstrations, and presentations. After the interviews, demonstrations, and presentations, each Service Provider will be evaluated and scored on the same criteria.

If a recommendation is made, negotiations of a contract with the most qualified firm will commence. If negotiations are unsuccessful, the City will then pursue negotiations with the next most qualified firm. All Proposers will be notified of their standing immediately following the City's decision.

The City shall not be bound or in any way obligated until both parties have executed a contract. The City also reserves the right to delay the award of a contract or not award a contract.

4.4 Notice to Proposers Regarding RFP Terms and Conditions

It shall be the Proposer's responsibility to read the Instructions, the Contract Standard Terms and Conditions in Appendix III, all relevant exhibits, attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Proposers are also

Vendor Name: Miller3 Consulting, Inc.

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responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

APPENDIX I

REQUIRED FORM 1 - PROPOSAL SUBMISSION FORM

RFP # _____

MWBE Disparity Study

This Proposal is submitted by:

Service Provider Name: _____

Representative (printed): _____

Representative (signed): _____

Address: _____

City/State/Zip: _____

Email address: _____

Telephone: _____

(Area Code) Telephone Number

Facsimile: _____

(Area Code) Fax Number

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. It is understood by the Service Provider that the City reserves the right to reject any and all Proposals, to make awards on all items or on any items according to the best interest of the City, to waive formalities, technicalities, to recover and re-bid this RFP. Proposal is valid for one hundred and eighty (180) calendar days from the Proposal due date.

Service Provider

Date

Authorized Signature

Please type or print name

Vendor Name: Miller3 Consulting, Inc.

Vendor Number: _____

Contract# _____

APPENDIX II

REQUIRED FORM 2- SERVICE PROVIDER QUESTIONNAIRE

The following questions must be answered, and data given must be clear and comprehensive. If necessary, questions may be answered on separate sheets. The Proposer may submit any additional information desired.

Company Name:		d/b/a (if applicable)	
Street / PO Box:			
City:	State:	Zip Code:	
Phone:	E-Mail:		
Website (if applicable):			
<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> other			
Number of years in business under company's present name:			
Federal Tax ID #	DUNS #		
Are you certified with the North Carolina Secretary of State to conduct business (if required)? (Check One) YES: <input type="checkbox"/> NO: <input type="checkbox"/> Not applicable: <input type="checkbox"/>			
Contact for this Contract:		Title:	
Phone:	E-Mail:		
Have you ever defaulted or failed on a contract: (If yes, attach details) YES: <input type="checkbox"/> NO: <input type="checkbox"/>			
List at least three (3) references for which you have provided these services (same scope/size) in the past three years – preferable government agencies. <u>Do not include City of Greenville as a reference to meet the requirement of listing at least (3) references.</u> PROPOSERS ARE RESPONSIBLE FOR SENDING REFERENCE QUESTIONNAIRE (APPENDIX III) TO THEIR REFERENCES.			
1.	Company:		
Contact Person:		Title:	
Phone:	Fax:	E-Mail:	
Describe Scope of Wok:			
2.	Company:		
Contact Person:		Title:	
Phone:	Fax:	E-Mail:	
Describe Scope of Wok:			
3.	Company:		
Contact Person:		Title:	
Phone:	Fax:	E-Mail:	
Describe Scope of Wok:			
4.	Company:		
Contact Person:		Title:	
Phone:	Fax:	E-Mail:	
Describe Scope of Wok:			
The undersigned swears to the truth and accuracy of all statements and answers contained herein:			
Authorized Signature:			Date:

APPENDIX III - City of Greenville RFP for Minority & Women-Owned Business Enterprise (MWBE) Disparity Study

Reference Questionnaire

The City of Greenville, as a part of the RFP, requires proposing companies to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document the experience relevant to the scope of services and aid in the evaluation process.

The Service Provider is required to send the reference form (the following two pages) to each client reference listed on the Service Provider Questionnaire. The reference, in turn, is requested to submit the Reference Questionnaire Form directly to the City of Greenville Point of Contact identified on the Reference Questionnaire form for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal. The reference may be contacted for validation of the response. It is the Service Provider's responsibility to verify their references have been received by the City of Greenville Point of Contact by the date indicated on the following Reference Questionnaire Form.

Vendor Name: Miller3 Consulting, Inc.

Vendor Number: _____

Contract# _____

City of Greenville

(RFP) – 23-24-17 RFP for Minority & Women- Owned Business Enterprise (MWBE) Disparity Study

REFERENCE QUESTIONNAIRE

Name of Business Requesting Reference)

This form is being submitted to your company for completion as a professional reference for the company listed above.

This form is to be returned to the City of Greenville, Tish Williams, via email: tfwilliams@greenvillenc.gov no later than **2:00pm, EST November 22, 2024**, and **MUST NOT** be returned to the company requesting the reference. For questions or concerns regarding this form, please contact the City of Greenville, Point of Contact above.

Company Providing Reference: _____

Contact Name and Title/Position: _____

Contact Telephone Number: _____

Contact Email Address: _____

Questions:

1. In what capacity have you worked with this company in the past? If the company was under a contract, please acknowledge and explain briefly whether or not the contract was successful.

Comments: _____

2. How would you rate this company’s knowledge and expertise?

3 = Excellent 2 = Satisfactory 1 = Unsatisfactory 0 = Unacceptable

Comments: _____

3. How would you rate this company’s flexibility relative to changes in the scope and timelines?

3 = Excellent 2 = Satisfactory 1 = Unsatisfactory 0 = Unacceptable

Comments: _____

4. What is your level of satisfaction with hard-copy materials, e.g. reports, logs, etc. produced by this company?

3 = Excellent 2 = Satisfactory 1 = Unsatisfactory 0 = Unacceptable

Vendor Name: Miller3 Consulting, Inc.

Vendor Number: _____

Contract# _____

Comments: _____

5. How would you rate the dynamics/interactions between this company and your staff?

3 = Excellent 2 = Satisfactory 1 = Unsatisfactory 0 = Unacceptable

Comments: _____

6. Who were the company's principle representatives involved in providing your services and how would you rate them individually? Would you comment on skills, knowledge, behaviors or other factors on which you based the rating?

(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

Comments: _____

7. With which aspect(s) of this company's services are you most satisfied?

Comments: _____

8. With which aspect(s) of this company's services are you least satisfied?

Comments: _____

9. Would you recommend this company's services to your organization again?

Comments: _____

APPENDIX IV

REQUIRED FORM 4 - PRICING WORKSHEET

RFP # _____

MWBE Disparity Study

Regardless of exceptions taken, Service Providers shall provide pricing based on the requirements and terms set forth in this RFP. Pricing must be all-inclusive and cover every aspect of the Project. Cost must be in United States dollars rounded to the nearest quarter of a dollar. **If there are additional costs associated with the Services, please add to this chart. Your Price Proposal must reflect all costs for which the City will be responsible.**

Please use the Milestone Pricing Plan below to detail the total Not to Exceed cost to provide the services. **You may add, change, or delete Milestone Rows as needed for your final submission.** Please note that the fixed pricing below must contain all expenses that the Service Provider expects the City to pay for the MWBE Disparity Study.

MWBE Disparity Study: Milestone Pricing Plan		
<u>Milestone</u>	<u>Cost</u>	<u>Estimated # of Hours</u>
1.0 Project Management Objectives		
2.0 Initiate Project and Finalize Work Plan		
3.0 Conduct Legal Review and Prepare Corresponding Report Section		
4.0 Assess Data		
5.0 Collect Data and Prepare Corresponding Report Section		
6.0 Conduct Market Area Analyses and Prepare Corresponding Report Section		
7.0 Conduct Utilization and Threshold Analyses and Prepare Corresponding Report Section		
8.0 Determine Availability of Qualified Firms and Prepare Corresponding Report Section		
9.0 Analyze Utilization and Availability Data for Disparity and Statistical Significance and Prepare Corresponding Report Section		
10.0 Collect and Analyze Anecdotal Information and Prepare Corresponding Report Section		
11.0 Conduct Surveys of Vendors and Prepare Corresponding Report Section		
12.0 Conduct Regression Analysis and Prepare Corresponding Report Section		
13.0 Conduct Disparity Analyses of Relevant Private Market and Prepare Corresponding Report Section		
14.0 Review of Efficacy of Race- and Gender-Neutral Remedies and Prepare Corresponding Report		

Vendor Name: Miller3 Consulting, Inc.

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15.0	Identify Narrowly Tailored Race- and Gender-Neutral and Race- and Gender-Based Remedies and Prepare Corresponding Report Section		
16.0	Conduct Best Practices and Peer Analysis and Prepare Corresponding Report Section		
17.0	Present Draft Findings to the City of Greenville & Greenville Utilities		
18.0	Prepare and Present Final Report		
19.0	Prepare Final Report Executive Summary and PowerPoint and Make Presentations		
20.0	Present Findings to City Council and Greenville Utilities Board of Commissioners in Greenville , NC, respond to follow-up questions, and make additional presentations if required		
21.0	Present to other stakeholder groups and the public in Greenville , NC		
22.0	Attend City Council Vote to adopt the MWBE Disparity Study and answer any questions		
23.0	Other (Please Provide Detail)		
TOTAL		\$	

MWBE Disparity Study: Litigation Support	
<u>Description</u>	Cost (\$) per Hour
In the Event of Litigation, please provide the hourly rate for the expert witness to defend the validity of the Disparity Study.	\$

APPENDIX V

GENERAL TERMS AND CONDITIONS

The contract terms provided herein are not exhaustive but shall become a part of any contract issued as a result of this solicitation. Any exceptions to the contract terms must be stated in the submittal. Any submission of a proposal without objection to the contract terms indicates understanding and intention to comply with the contract terms. If there is a term or condition that the firm intends to negotiate, it must be stated in the proposal. The successful firm will not be entitled to any changes or modifications unless they were first stated in the proposal. The City reserves the right, at its sole discretion, to reject any or all submittal package(s) containing unreasonable objections to standard City contract provisions.

1. **NONDISCRIMINATION:** The Vendor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix C, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21.

2. **SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.

3. **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.

4. **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. However, the City shall not be obligated to make payment to the Contractor for any services performed under this contract.

5. **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 without regard to its choice of law provisions, and venue for any action or suits arising out of or relating to this contract shall be the North Carolina General Courts of Justice, in Pitt County, or if in federal court, in the Eastern District of North Carolina.

6. **SERVICES PERFORMED:** All services rendered under this agreement will be performed at the Vendor's own risk and the Vendor expressly agrees to indemnify and hold harmless the City, its officers, agents, independent contractors, officials (elected and appointed) 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. Additionally, all work performed under this Contract shall be performed in a workmanlike and professional manner, to the reasonable satisfaction of the City, and shall conform to all prevailing industry and professional standards.

7. **INDEPENDENT CONTRACTOR:** It is mutually understood and agreed the Vendor is an independent contractor and not an agent of the City, and as such, Vendor, their 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.

8. **VERBAL AGREEMENT:** The City will not be bound by any verbal agreements.

9. **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.

- 7. INSURANCE REQUIREMENTS:** Vendor 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, North Carolina, 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 \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 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. Depending on the type of services to be provided, cyber liability insurance or increased limits may be necessary.
- 8. INDEMINIFICATION AND HOLD HARMLESS:** All services rendered under this agreement will be performed at the Vendor's own risk and the Contractor shall indemnify and hold harmless the City from and against any liability, loss, cost, damage suit, claim, or expense arising occurrence on the part of the Vendor and its officers, servants, agents or employees arising from its activities, operations, and performance of services under this contract and further agrees to release and discharge the City and its agents and employees from all claims or liabilities arising from or caused by the Vendor in fulfilling its obligation under this contract. It is understood and agreed by the parties that 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 Vendor's activities and operations while performing services under this contract.
- 9. E-VERIFY COMPLIANCE:** The Vendor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Vendor utilizes a Subcontractor, the Vendor 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.

- 10. IRAN DIVESTMENT ACT:** By submitting a proposal, the Vendor certifies that: (i) it is not on the Iran Final Divestment listed created by the N.C. State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any actions causing it to appear on said list during the term of any contract with the City, and (iii) it will not utilize any subcontractor to provide goods and services hereunder that is identified on said list.
- 11. ADVERTISING:** The Vendor shall not use the existence of this Contract, or the name of the City, as part of any advertising without the prior written approval of the City.
- 12. FORCE MAJEURE:** Except as otherwise provided in environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this contract, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by 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 or the contract may terminate.
- 13. ASSIGNMENT:** This Contract, including payment due under this contract, may not be assigned without the express written consent of the City.
- 14. CONFLICT OF INTERESTS:**
- a. Vendor 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. Vendor 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. Vendor 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. Vendor shall make any such disclosure to the City in writing and immediately upon the Contractor's discovery of such possible conflict. The City's determination regarding the possible conflict of interest shall be binding on all parties.
- e. No employee, agent, contractor, elected official or appointed official of the City, exercising any functions or responsibilities in connection with this Agreement, or who is in a position to participate in the decision-making process or gain inside information regarding activities, has any personal financial interest, direct or indirect, in this Agreement, the proceeds hereunder, the Project or Contractor, either for themselves or for those with whom they have family or business ties, during their tenure or for one year thereafter.

15. NONAPPROPRIATION OF FUNDS. Vendor 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 Vendor at the earliest possible date, City may terminate this Agreement, in whole or in part, at any time for lack of appropriation of funds, 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 Vendor will not be compensated for any other costs in connection with a termination for non-appropriation. The Vendor will not be entitled to recover any damages in connection with a termination for non-appropriation, including, but not limited to, lost profits. Vendor shall be released from any further obligation to provide Work affected by such termination; and Termination shall not prejudice any other right or remedy available to the City.

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

17. 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.

18. E-SIGNATURE AUTHORITY: The parties hereto consent and agree that this agreement may be signed and/or transmitted by facsimile, e-mail of a .pdf document or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and that such signed electronic record shall be valid and as effective to bind

Vendor Name: Miller3 Consulting, Inc.

Vendor Number: _____

Contract# _____

the party so signing as a paper copy bearing such party's handwritten signature. The parties further consent and agree that (1) to the extent a party signs this document using electronic signature technology, by clicking "sign", such party is signing this Agreement electronically, and (2) the electronic signatures appearing on this Agreement shall be treated for purposes of validity, enforceability and admissibility, the same as hand-written signatures.

19. TERMINATION: The City may terminate this Contract at any time by providing thirty (30) days written notice to the Contractor. In addition, if Vendor shall fail to fulfill in timely and proper manner the obligations under this Contract for any reason, including the voluntary or involuntary declaration of bankruptcy, the City shall have the right to terminate this Contract by giving written notice to the Contractor and termination will be effective upon receipt. Contractor shall cease performance immediately upon receipt of such notice. The Vendor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and the City may withhold any payment due to the Contractor for the purpose of setoff until such time as the City can determine the exact amount of damages due the City because of the breach.

Vendor Name: Miller3 Consulting, Inc.

Vendor Number: _____

Contract# _____

APPENDIX VI- REQUIRED FORM 5 - CONFLICT OF INTEREST CERTIFICATION FOR CONSULTANTS/CONTRACTORS

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the MPO, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the MPO should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

For purposes of determining any possible conflict of interest, all firms, must disclose if any Greenville Urban Area Metropolitan Planning Organization Board Members, Employee(s), Advisory Committee Member(s), of if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a MPO employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

Yes _____ No _____

Name(s)	Position(s)

I realize that violation of the above mentioned standards could result in the termination of my work for the City of Greenville and the MPO.

DATE: _____

SIGNATURE: _____

Company: _____

NAME: _____

(Typed or Printed)

Address: _____

TITLE: _____

PHONE NO: _____

E-MAIL: _____

Vendor Name: Miller3 Consulting, Inc.

Vendor Number: _____

Contract# _____

APPENDIX VII - REQUIRED FORM 7- EXCEPTIONS TO RFP

Check one:

NO EXCEPTIONS, PROPOSER COMPLIES WITH ALL DOCUMENTS IN RFP.

EXCEPTIONS ARE LISTED BELOW

#	RFP Page #, Section #, Appendix #	Exceptions (Describe nature of Exception)	Explain why this is an issue	Proposed Alternative	Indicate if exception is negotiable or non- negotiable (NN)
1					
2					
3					
4					
5					
6					
7					

FAILURE TO IDENTIFY ANY EXCEPTIONS WILL INDICATE ACCEPTANCE OF ALL TERMS, CONDITIONS, AND REQUIREMENTS OF THE RFP AND ANY CORRESPONDING ADDENDUM ISSUED. THE CITY, AT ITS SOLE DISCRETION, MAY MODIFY OR REJECT ANY EXCEPTION OR PROPOSED CHANGE.

Firm:	Authorized Signature:	Title:
Printed Name of Signer:	Date:	

Vendor Name: Miller3 Consulting, Inc.

Vendor Number: _____

Contract# _____

APPENDIX VIII - REQUIRED FORM 8

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

**City of Greenville
MWBE Guidelines for Professional Service Contracts
\$10,000 and above**

These instructions shall be included with each bid solicitation.

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

**MWBE Guidelines for Professional or Personal Service Contracts
\$10,000 and above**

Policy Statement

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

Goals and Good Faith Efforts

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

	CITY	
	MBE	WBE
Professional or Personal Services	4%	4%

Submitters shall submit MWBE information with their submissions on the forms provided. This information will be subject to verification by the City prior to contract award. **As of July 1, 2009, contractors, subcontractors, suppliers, service providers, or MWBE members of joint ventures intended to satisfy City MWBE goals shall be certified by the NC Office of Historically Underutilized Businesses (NC HUB) only.** Firms qualifying as “WBE” for the City’s goals must be designated as a “women-owned business” by the HUB Office. Firms qualifying as “MBE” for the City’s goals must be certified in one of the other categories (i.e.: Black, Hispanic, Asian American, American Indian, Disabled, or Socially and Economically Disadvantaged). According to new Statewide Uniform Certification (SWUC) Guidelines, ethnicity supersedes gender; therefore, firms who are certified as both a “WBE” and “MBE” will satisfy the “MBE” category only. **Each goal must be met separately. Exceeding one goal does not satisfy requirements for the other.**

The City shall accept NCDOT certified firms on federally funded projects only.

Please note: A service provider may utilize any firm desired. However, for participation purposes, all MWBE firms who wish to do business *as a minority* must be certified by NC HUB. A complete database of NC HUB certified firms may be found at <http://www.doa.nc.gov/hub/>

Instructions: The submitter shall provide the following forms:

FORM 1—Sub-Service Provider Utilization Plan

This form provides the amount of sub-contracted work proposed on the project for MWBE. This proposed participation is based on the current scope of work. Submitter must turn in this form with submission. If the submitter does not customarily subcontract elements of this type of project, do not complete this form. Instead complete FORM 2.

Vendor Name: Miller3 Consulting, Inc.

Vendor Number: _____

Contract# _____

FORM 2--Statement of Intent to Perform work without Sub-Service Providers

This form provides that the submitter does not customarily subcontract work on this type of project.

Sub-Service Provider Utilization Commitment

Submitted by the selected service provider after negotiation of the contract and prior to Award, this form lists the MWBE firms committed to participate on the project. This commitment will reflect any changes in the Plan due to adjustments in project scope.

NOTE: A firm is expected to maintain the level of participation proposed in FORM 1 – Sub-Service Provider Utilization Plan – unless there is a negotiated change in the service required by the City. A firm is also encouraged to increase MWBE participation in the Utilization Commitment as a result of ongoing Good Faith Efforts.

Proof of Payment Certification

Submitted by the selected service provider with each payment application, listing payments made to subconsultants. This form is not provided with the submission.

In addition to the forms provided above, each service provider must provide a discussion of its diverse business policies and procedures to include the good faith efforts it employed to utilize minority and women-owned firms on this project. This discussion must include:

- 1. Outreach efforts that were employed by the firm to maximize the utilization of MWBE's.*
- 2. A history of MWBE firms used on similar projects; and*
- 3. The percentage participation of MWBE firms on these projects.*

NOTE: Those service providers submitting FORM 2 should discuss and provide documentation to justify 100% performance without the use of sub-consultants (both majority and minority) per the statements of the form.

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

Vendor Name: Miller3 Consulting, Inc.

Vendor Number: _____

Contract# _____

Sub-Service Provider Utilization Plan FORM 1

(Must be included with submission if subcontracting any portion of work)

We _____, do certify that on the
(Company Name)

_____ we propose to expend a minimum of _____%
(Project Name)

of the total dollar amount of the contract with certified **MBE** firms and a minimum of _____% of the total dollar amount with **WBE** firms.

Name, Address, & Phone Number of Sub-Service Provider	*MWBE Category	Work description	% of Work

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

The undersigned intends to enter into a formal agreement with MWBE firms for work listed in this schedule conditional upon execution of a contract with the current scope proposed by the Owner.

The undersigned hereby certifies that he/she has read the terms of this agreement and is authorized to bind the submitter to the agreement herein set forth.

Date: _____

Name & Title of Authorized Representative _____

Signature of Authorized Representative _____

Statement of Intent to Perform work without Sub-Service Providers FORM 2

(Must be included with submission if not subcontracting any portion of work)

We, _____, hereby certify that it is our intent to perform **100% of the work required** for the _____ contract.
(Project Name)

In making this certification, the Proposer states the following:

- i. It is a normal and customary practice of the Proposer to perform all elements of this type of contract with its own workforce and without the use of subconsultants. *The Proposer has substantiated this by providing documentation of at least three (3) other projects within the last five (5) years on which they have done so.*
 Check box to indicate documentation is attached.
- ii. The Proposer has a valid business reason for self-performing all work on the Contract as opposed to subcontracting with a MWBE. The Proposal must describe the valid business reason for self-performing, and the Proposer must submit with its Bid or Proposal documentation sufficient to demonstrate to the Authority reasonable satisfaction the validity of such assertions.
 Check box to indicate documentation is attached.
- iii. If it should become necessary to subcontract some portion of the work at a later date, the Proposer will notify the City and institute good faith efforts to comply with all requirements of the MWBE program in providing equal opportunities to MWBEs to subcontract the work. **The firm will also submit a Request to Change MWBE Participation Form (even if the final sub-consultant is not MWBE).**

The undersigned hereby certifies that he or she has read the terms of this certification and is authorized to bind the Proposer in accordance herewith.

Date: _____

Name & Title of Authorized Representative _____

Signature of Authorized Representative _____

Vendor Name: Miller3 Consulting, Inc.

Vendor Number: _____

Contract# _____

Sub-Service Provider Utilization Commitment

(Must be submitted after contract negotiation and prior to Award)

We _____, do certify that on the
(Company Name)

_____ we will expend a minimum of _____%
(Project Name)

of the total dollar amount of the contract with certified **MBE** firms and a minimum of _____% of the total dollar amount of the work with **WBE**.

Name, Address, & Phone Number of Sub-Service Provider	*MWBE Category	Work description	% of Work

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

The undersigned will enter into a formal agreement with MWBE firms for work listed in this schedule. Failure to fulfill this commitment may constitute a breach of contract.

The undersigned hereby certifies that he/she has read the terms of this commitment and is authorized to bind the submitter to the commitment herein set forth.

Date: _____

Name & Title of Authorized Representative _____

Signature of Authorized Representative _____

Vendor Name: Miller3 Consulting, Inc.

Vendor Number: _____

Contract# _____

REQUEST TO CHANGE MWBE PARTICIPATION

(Submit changes only if recipient of intent to award letter, continuing through project completion.)

Project: _____

Bidder or Prime Consultant: _____

Name & Title of Authorized Representative: _____

Address: _____ Phone #: _____

_____ Email Address: _____

Original Total Contract Amount: \$ _____

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

Will this request change the dollar amount of the contract? Yes No

If yes, give the total contract amount including change orders and proposed change: \$ _____

The proposed request will do the following to overall MWBE participation (please check one):

Increase Decrease No Change

Name of subconsultant: _____

Service provided: _____

Proposed Action:

___ Replace subconsultant

___ Perform work in-house

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

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

___ The listed MBE/WBE is bankrupt or insolvent.

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

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

Vendor Name: Miller3 Consulting, Inc.

Vendor Number: _____

Contract# _____

If replacing sub-consultant:

Name of replacement sub-consultant: _____

Is the sub-consultant a certified MWBE ? Yes No

If no, please attach documentation of outreach efforts employed by the firm to utilize an MWBE.

Dollar amount of original consultant contract \$ _____

Dollar amount of amended consultant contract \$ _____

Other Proposed Action:

Increase total dollar amount of work

Add as an additional sub-consultant*

Decrease total dollar amount of work

Other

Please describe reason for requested action: _____

**If adding additional sub-consultant:*

Is the sub-consultant a certified MWBE? Yes No

If no, please attach documentation of outreach efforts employed by the firm to utilize an MWBE.

Dollar amount of original consultant contract \$ _____

Dollar amount of amended consultant contract \$ _____

Interoffice Use Only:

Approval Y N

Date _____

Signature _____

Vendor Name: Miller3 Consulting, Inc.
 Vendor Number: _____

Contract# _____

Proof of Payment Certification
 MWBE Contractors, Suppliers, Service Providers

Pay Application No. _____
Purchase Order No. _____

Project Name: _____

Prime Service Provider: _____

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

Requested Payment Amount for this Period: \$ _____

Is this the final payment? ___Yes ___No

Firm Name	MWBE Category*	Total Amount Paid from this Pay Request	Total Contract Amount	Total Remaining Amount

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

Date: _____

Certified _____
 Name

 Title

 Signature

Vendor Name: Miller3 Consulting, Inc.

Vendor Number: _____

Contract# _____



Addendum No. 1

Project Name: MWBE Disparity Study	Project No.: RFP# 24-25-17
Prepared By: Tish Williams	Date: 10/29/2024

General Questions, Clarifications & Requirements:

Q What is the deadline to submit questions related to RFP# 24-25-17?

A: The deadline to submit questions has changed to **Friday, November 1, 2024 by 2 PM EST** and the City will respond to those questions on **Monday, November 4, 2024**.

End of Addendum No. 1



Addendum No. 2

Project Name: MWBE Disparity Study	Project No.: RFP# 24-25-17
Prepared By: Tish Williams	Date: 11/4/2024

General Questions, Clarifications & Requirements:

1. Can proposers submit their proposals electronically or does it have to be submitted hard copy or both?
 Answer: Prospective Service Providers must use both methods for submission, as stated on page 5 of the RFP.

2. If proposers have to submit their electronic version of the proposal in the Dropbox link, located on page 5 of the RFP, are proposers supposed to also upload their cost proposal to this link, in addition to the technical proposal? Or should the cost proposal be uploaded separately?
 Answer: The cost proposal should be sent separately by mail.

3. Concerning the cost proposal, if proposals have to be submitted hard copy, are proposers expected to submit the six (6) copies of the cost proposal separately from the technical proposal? Are proposers allowed to submit the cost proposals in a separate folder/envelope but that is in the same box as the technical proposals?
 Answer: Yes, cost proposals can be submitted in a separate sealed folder/envelope but in the same box as the technical proposals.

4. Is there a page limit?
 Answer: No; however, it is recommended that a prospective Service Provider submit no more than 20 pages.

5. What certifications does the City accept?
Answer: Historically Underutilized Business (HUB) certification and Disadvantaged Business Enterprise (DBE) certification.

6. When does the City anticipate awarding the contract? What is the anticipated start date for the project?
Answer: The City anticipates awarding the contract in December 2024 and for project kick-off to occur in January 2025.

7. What is the budget for the Study?
Answer: This information cannot be shared at this time to ensure the required competitive nature of the process.

8. Does the City maintain bid tabulations, vendor data, payments, awards, and subcontractors (for both MWBEs and non-MWBEs)? What is the format of this data?
Answer: Yes, the City maintains bid tabulations, vendor data, payments, and awards in its financial system. This data is stored in Munis, the extracted file format would be in excel. Bid tabulations are primarily stored as scanned documents in Munis.

9. What is the City's fiscal year?
Answer: The City's fiscal year is July 1st – June 30th.

10. What departments are included in the disparity study? Any airport, libraries or museums?
Answer: City Attorney's Office, City Clerk's Office, City Manager's Office, Engineering, Financial Services, Fire/Rescue, Human Resources, Information Technology, Neighborhood and Business Services, Planning and Development Services, Police, Public Works, Recreation and Parks; and Greenville Utilities Commission

11. If an airport is included is this study only of non-federally funded contracts?
Answer: If not, please explain the extent of the study of federal funded contracts.
Not applicable.

12. Is your procurement process centralized or decentralized?
Answer: In other words, will we need to get payment, award, vendor, subcontractor, or bid tabulation data from one source or will we have to go to various sources to collect them?
The City's procurement process is decentralized. The selected Service Provider will need to be prepared to obtain this information from various sources.

13. Please confirm the subcontracting goal.

Answer: For this project, the subcontracting goals are: Minority Business Enterprise 4%; and Women Business Enterprise 4%.

14. Concerning the Greenville Combined Statistical Area, we understand that the City's target area includes Greenville-Kinston-Washington, which also includes Pitt, Lenoir, and Beaufort Counties. In a Disparity study, the proposer will tell the City what the relevant geographical market is based on our analysis. Please confirm that the City will accept a relevant geographical market that is determined by the selected proposer's analysis.

Answer: Yes, the City will evaluate for acceptance the selected Service Provider's proposed relevant geographical market that is determined by their analysis.

15. For budgeting purposes, concerning the presentations, described in section 2.8, how many in-person and virtual presentations does the City anticipate that the selected proposer will make to explain the final results of the Study?

Answer: At minimum, the selected Service Provider will need to plan for five (5) in-person and virtual presentations, including City Staff, City Council and stakeholder groups and the public, which may require multiple meetings in different locations in the city.

16. Concerning section 2.9 Litigation, are proposers allowed to submit hourly rates for expert witness/litigation services, if necessary?

Answer: Yes.

17. Concerning Tab 2: Corporate Background and Experience, the second paragraph states, "include the total amount invoiced for each project listed, the length of the projects, and list of those involved in the project..." Does this information pertain to the entire list of comparable contracts, the three (3) references, the three (3) reports, or all of the above?

Answer: Under this tab, prospective Service Providers should submit comparable contracts performed within the last five years and include the total amount invoiced for each project listed, the length of the projects, and list of those involved in the project. Separately, prospective Service Providers should include three references and samples of three different reports, studies, presentations, or other items that illustrate the prospective Service Provider's writing style and ability.

18. On page 17, concerning Tab 5: Cost, the RFP states, "In a separate sealed envelope, provide at least three (3) complete copies of the proposed cost schedule and budget." In the beginning of the proposal, the RFP mentions sending six (6) copies

of the cost proposal. Should proposers submit three (3) or six (6) copies of the completed cost proposal to the City?

Answer: Proposers should submit six (6) sealed hard copies of the cost proposal.

19. On page 25, the RFP includes a Pricing Worksheet. Can proposers edit this worksheet to alter/edit names of the deliverables?

Answer: Yes.

20. In addition, on the pricing sheet, number 23 states, "Attend City Council Vote to adopt the MWBE disparity study and answer any questions." How many hours does the City anticipate that this deliverable will take?

Answer: Ideally, the selected Service Provider would provide updates to the City Council at major milestones during the project, including at City Council workshops. Generally, the selected Service Provider should anticipate about two hours for this project deliverable.

21. Data Availability and Format

Could the City clarify the current format and quality of the contract and procurement data available for this disparity analysis?

Answer: Specifically, will data be accessible in structured formats like CSV, Excel, or databases, or should we expect significant data cleaning and structuring?

The City's contract and procurement data is stored in Munis and the format is a combination of Excel files and scanned documents.

22. Historical Contracting Data

What is the extent of historical contracting and procurement data accessible from the City and GUC? Knowing the data range and consistency will support our evaluation of the MWBE Program's effectiveness.

Answer: The City transitioned to a new financial system in fiscal year 2016. The proposed date range for the disparity study is July 1, 2019 to June 30, 2024.

23. Access to Previous Disparity Study

Will access be provided to the 1991 disparity study, and if so, could you outline the success metrics used within that study?

Answer: This context would help in comparative analysis and recommendations. Yes, the selected Service Provider will have access to the 1991 disparity study for review.

24. Legal Review Scope

For legal compliance with recent court rulings, is an in-house legal review required, or would collaboration with external legal experts specializing in MWBE-related issues be acceptable?

Answer: Yes, the selected Service Provider is expected to have an external legal expert relevant to this project. However, in-house legal will need to review any work product before publication.

25. Market Area Definition

Could the City clarify whether there are specific industries or contract types that commonly attract businesses from outside the Greenville Combined Statistical Area (CSA)? This information would help us adjust the study's scope to ensure comprehensive coverage.

Answer: Firms inside and outside of the Greenville CSA show interest in doing business with the City of Greenville. We are unable to narrowly define specific industries or contract types that commonly attract businesses outside of the Greenville CSA.

26. For clarity, the electronic copy as well as the (6) hard copies are required for submission?

Answer: Yes, an electronic copy of the proposal minus the cost worksheet, six (6) hard copies of the proposal, and six (6) separately sealed hard copies of the cost worksheet should be submitted.

27. Will we have access to firms already in the database or will we have to use own tools and resources to identify HUB certified firms?

Answer: Yes, we capture this information when vendors register with the City, and if that section of information is completed by the vendor, the selected Service Provider would have access to that information. GUC captures similar information and will partner with the selected Service Provider to provide file extractions. However, it still might be necessary for the selected Service Provider to use their own tools and conduct their own research.

28. Is the system for procurement used by GUC the same system used by City of Greenville?

Answer: No, the City uses Munis and GUC uses Oracle EBS version 12.2.10 residing on an Oracle database version 19.0.

29. What are the roles on the evaluation committee, and will there be more than six people evaluating?

Answer: The evaluation committee will be comprised of roles from various departments, including the City Manager's Office, City Attorney's Office, Neighborhood and Business Services Department, Financial Services, Greenville Utilities Commission. There should not be more than (6) people evaluating.

30. Have you guys allocated a budget and are you at liberty to share?

Answer: Yes, we have a budget and this information cannot be shared at this time to ensure the required competitive nature of the process.

31. I submitted questions to the City, is it okay for our team to send follow-up questions by November 1st?

Answer: Yes, the City intends to provide answers to all follow-up questions in early November.

32. For the prime contract data, please note whether these data include the following information for all, some, or none of the contracts. Please answer separately for each industry to be included in the study; also note whether the data are available electronically or as hard copy.

- Firm name.
- Firm address, city, state, zip code.
- Firm phone number.
- Firm email address.
- Firm contact person.
- Firm owner race and gender.
- Firm owner veteran status.
- Prime contract number.
- Prime contract title.
- Start date of contract.
- End date of contract.
- Award amount.
- Amount paid (total or to date).

Vendor Name: Miller3 Consulting, Inc.

Vendor Number: _____

Contract# _____

- Type of work performed.
- Industry category code, such as NAICS or NIGP.

Answer: We are unable to provide a response for every industry that would be included in the study. However, we can provide the below information according to the below three (3) contract types: Construction, Services, Supplies and Materials.

Construction, Services and Supplies & Materials Contracts		
Prime Data	Quantifier	Format
• Firm name	All	Electronic
• Firm address, city, state, zip code	All	Electronic
• Firm phone number	All	Electronic
• Firm email address	All	Electronic
• Firm contact person	All	Electronic
• Firm owner race and gender	All	Electronic
• Firm owner veteran status	None	N/A
• Prime contract number	All	Electronic
• Prime contract title.	Some	Electronic

• Start date of contract.	All	Electronic
• End date of contract.	Some	Electronic
• Award amount.	All	Electronic
• Amount paid (total or to date).	All	Electronic
• Type of work performed.	Some	Electronic
• Industry category code- NIGP Commodity Codes	Some	Electronic

- For the **MWBE and non-MWBE subcontract data**, please note whether these data include the following information for all, some, or none of the contracts. Please answer separately for each industry to be included in the study; also note whether the data are available electronically or as hard copy.
- Firm name.
- Firm address, city, state, zip code.
- Firm phone number.
- Firm email address.
- Firm contact person.
- Firm owner race and gender.
- Firm owner veteran status.
- Prime contract number.

Vendor Name: Miller3 Consulting, Inc.

Vendor Number: _____

Contract# _____

- Prime contract title.
- Start date of contract.
- End date of contract.
- Award amount.
- Amount paid (total or to date).
- Type of work performed.
- Industry category code, such as NAICS or NIGP.

Construction Contracts		
MWBE & Non-MWBE Subcontractor Data	Quantifier	Format
• Firm name	Some	Electronic & Hardcopy
• Firm address, city, state, zip code	Some	Electronic & Hardcopy
• Firm phone number	Some	Electronic & Hardcopy
• Firm email address	Some	Electronic
• Firm contact person	Some	Electronic
• Firm owner race and gender	Some	Electronic
• Firm owner veteran status	None	N/A

Vendor Name: Miller3 Consulting, Inc.

Vendor Number: _____

Contract# _____

• Prime contract number	All	Electronic
• Prime contract title.	Some	Electronic
• Start date of contract.	All	Electronic
• End date of contract.	Some	Electronic
• Award amount.	All	Electronic
• Amount paid (total or to date).	All	Electronic
• Type of work performed.	Some	Electronic
• Industry category code, NIGP-Commodity Codes.	Some	Electronic
Professional & General Services Contracts		
MWBE & Non-MWBE Subcontractor Data	Quantifier	Format
• Firm name	Some	Electronic & Hardcopy
• Firm address, city, state, zip code	Some	Electronic & Hardcopy

Vendor Name: Miller3 Consulting, Inc.

Vendor Number: _____

Contract# _____

• Firm phone number	Some	Electronic & Hardcopy
• Firm email address	All	Electronic & Hardcopy
• Firm contact person	All	Electronic
• Firm owner race and gender	All	Electronic
• Firm owner veteran status	None	N/A
• Subcontractor number	Some	Electronic
• Subcontractor title.	Some	Electronic
• Start date of contract.	Some	Electronic
• End date of contract.	Some	Electronic
• Award amount.	Some	Electronic
• Amount paid (total or to date).	Some	Electronic
• Type of work performed.	Some	Electronic

<ul style="list-style-type: none"> Industry category code, NIGP-Commodity Codes. 	<p>Some</p>	<p>Electronic</p>
---	-------------	-------------------

33. What brought about this study?

Answer: The disparity study aligns with the strategic plan and goals set by City Council for this fiscal year, which includes the expansion of the economic hub of eastern North Carolina through proactive, responsible economic development and job creation and increased minority business support.

34. Answer: What is the requested timeline to complete this study?

The City anticipates the completion of the study will take 12-18 months.

35. What are the goals for this study?

Answer: The City of Greenville and Greenville Utilities Commission seek to determine the effectiveness and efficiency of their current MWBE programs. The City and GUC wish to undertake the necessary steps to ensure that MWBEs have opportunities to participate in City and GUC contracts. More specifically, the goals of the study are listed below:

- a. Examine what, if any, barriers may be adversely affecting the participation of MWBEs in City and GUC contracts;
- b. Identify the availability of MWBEs that are ready, willing, and able to do business with the City and GUC in the relevant market area(s), based on both business presence and principal office location;
- c. Analyze the City and GUC’s contracting and procurement data to determine the utilization of MWBEs;
 - d. Determine the extent to which any identified disparities in the City and GUC’s utilization of available MWBEs are attributable to discrimination;
- e. Recommend programs to remedy the effects of any identified discrimination, and to reduce or eliminate any other marketplace barriers that adversely affect contract participation by MWBEs; and
- f. Identify best practices, any policy recommendations on remediating any identified disparities, and practical tools for developing MWBE capacity.

36. What is the amount budgeted for the study?

Answer: We are unable to share the amount budgeted at this time to ensure the required competitive nature of the process.

End of Addendum No. 2



Addendum No. 3

Project Name: MWBE Disparity Study	Project No.: RFP# 24-25-17
Prepared By: Tish Williams	Date: 11/5/2024

General Questions, Clarifications & Requirements:

1. Can proposers submit their proposals electronically or does it have to be submitted hard copy or both? **Answer: Prospective Service Providers must use both methods for submission, as stated on page 5 of the RFP.**

2. If proposers have to submit their electronic version of the proposal in the Dropbox link, located on page 5 of the RFP, are proposers supposed to also upload their cost proposal to this link, in addition to the technical proposal? Or should the cost proposal be uploaded separately?
Answer: The cost proposal should be sent separately by mail.

3. Concerning the cost proposal, if proposals have to be submitted hard copy, are proposers expected to submit the six (6) copies of the cost proposal separately from the technical proposal? Are proposers allowed to submit the cost proposals in a separate folder/envelope but that is in the same box as the technical proposals?
Answer: Yes, cost proposals can be submitted in a separate sealed folder/envelope but in the same box as the technical proposals.

5. Is there a page limit?
Answer: No; however, it is recommended that a prospective Service Provider submit no more than 20 pages.

6. What certifications does the City accept?
Answer: Historically Underutilized Business (HUB) certification and Disadvantaged Business Enterprise (DBE) certification.

7. When does the City anticipate awarding the contract? What is the anticipated start date for the project?
Answer: The City anticipates awarding the contract in December 2024 and for project kick-off to occur in January 2025.

8. What is the budget for the Study?

Answer: This information cannot be shared at this time to ensure the required competitive nature of the process.

9. Does the City maintain bid tabulations, vendor data, payments, awards, and subcontractors (for both MWBEs and non-MWBEs)? What is the format of this data?

Answer: Yes, the City maintains bid tabulations, vendor data, payments, and awards in its financial system. This data is stored in Munis, the extracted file format would be in excel. Bid tabulations are primarily stored as scanned documents in Munis.

10. What is the City's fiscal year?

Answer: The City's fiscal year is July 1st – June 30th.

11. What departments are included in the disparity study?

Any airport, libraries or museums?

Answer: City Attorney's Office, City Clerk's Office, City Manager's Office, Engineering, Financial Services, Fire/Rescue, Human Resources, Information Technology, Neighborhood and Business Services, Planning and Development Services, Police, Public Works, Recreation and Parks; and Greenville Utilities Commission

12. If an airport is included is this study only of non-federally funded contracts? If not, please explain the extent of the study of federal funded contracts.

Answer: Not applicable.

13. Is your procurement process centralized or decentralized? In other words, will we need to get payment, award, vendor, subcontractor, or bid tabulation data from one source or will we have to go to various sources to collect them?

Answer: The City's procurement process is decentralized. The selected Service Provider will need to be prepared to obtain this information from various sources.

14. Please confirm the subcontracting goal.

Answer: For this project, the subcontracting goals are: Minority Business Enterprise 4%; and Women Business Enterprise 4%.

15. Concerning the Greenville Combined Statistical Area, we understand that the City's target area includes Greenville-Kinston-Washington, which also includes Pitt, Lenoir, and Beaufort Counties. In a Disparity study, the proposer will tell the City what the relevant geographical market is based on our analysis. Please confirm that the City will accept a relevant geographical market that is determined by the selected proposer's analysis.

Answer: Yes, the City will evaluate for acceptance the selected Service Provider's proposed relevant geographical market that is determined by their analysis.

16. For budgeting purposes, concerning the presentations, described in section 2.8, how many in-person and virtual presentations does the City anticipate that the selected proposer will make to explain the final results of the Study?

Answer: At minimum, the selected Service Provider will need to plan for five (5) in-person and virtual presentations, including City Staff, City Council and stakeholder groups and the public, which may require multiple meetings in different locations in the city.

17. Concerning section 2.9 Litigation, are proposers allowed to submit hourly rates for expert witness/litigation services, if necessary?

Answer: Yes.

18. Concerning Tab 2: Corporate Background and Experience, the second paragraph states, "include the total amount invoiced for each project listed, the length of the projects, and list of those involved in the project..." Does this information pertain to the entire list of comparable contracts, the three (3) references, the three (3) reports, or all of the above?

Answer: Under this tab, prospective Service Providers should submit comparable contracts performed within the last five years and include the total amount invoiced for each project listed, the length of the projects, and list of those involved in the project. Separately, prospective Service Providers should include three references and samples of three different reports, studies, presentations, or other items that illustrate the prospective Service Provider's writing style and ability.

19. On page 17, concerning Tab 5: Cost, the RFP states, "In a separate sealed envelope, provide at least three (3) complete copies of the proposed cost schedule and budget." In the beginning of the proposal, the RFP mentions sending six (6) copies of the cost proposal. Should proposers submit three (3) or six (6) copies of the completed cost proposal to the City?

Answer: Proposers should submit six (6) sealed hard copies of the cost proposal.

20. On page 25, the RFP includes a Pricing Worksheet. Can proposers edit this worksheet to alter/edit names of the deliverables?

Answer: Yes.

21. In addition, on the pricing sheet, number 23 states, "Attend City Council Vote to adopt the MWBE disparity study and answer any questions." How many hours does the City anticipate that this deliverable will take?

Answer: Ideally, the selected Service Provider would provide updates to the City Council at major milestones during the project, including at City Council workshops. Generally, the selected Service Provider should anticipate about two hours for this project deliverable.

22. **Data Availability and Format**

Could the City clarify the current format and quality of the contract and procurement data available for this disparity analysis? Specifically, will data be accessible in structured formats like CSV, Excel, or databases, or should we expect significant data cleaning and structuring?

Answer: The City's contract and procurement data is stored in Munis and the format is a combination of Excel files and scanned documents.

23. Historical Contracting Data

What is the extent of historical contracting and procurement data accessible from the City and GUC? Knowing the data range and consistency will support our evaluation of the MWBE Program's effectiveness.

Answer: The City transitioned to a new financial system in fiscal year 2016. The proposed date range for the disparity study is July 1, 2019 to June 30, 2024.

24. Access to Previous Disparity Study

Will access be provided to the 1991 disparity study, and if so, could you outline the success metrics used within that study? This context would help in comparative analysis and recommendations.

Answer: Yes, the selected Service Provider will have access to the 1991 disparity study for review.

25. Legal Review Scope

For legal compliance with recent court rulings, is an in-house legal review required, or would collaboration with external legal experts specializing in MWBE-related issues be acceptable?

Answer: Yes, the selected Service Provider is expected to have an external legal expert relevant to this project. However, in-house legal will need to review any work product before publication.

26. Market Area Definition

Could the City clarify whether there are specific industries or contract types that commonly attract businesses from outside the Greenville Combined Statistical Area (CSA)? This information would help us adjust the study's scope to ensure comprehensive coverage.

Answer: Firms inside and outside of the Greenville CSA show interest in doing business with the City of Greenville. We are unable to narrowly define specific industries or contract types that commonly attract businesses outside of the Greenville CSA.

27. For clarity, the electronic copy as well as the (6) hard copies are required for submission?

Answer: Yes, an electronic copy of the proposal minus the cost worksheet, six (6) hard copies of the proposal, and six (6) separately sealed hard copies of the cost worksheet should be submitted.

28. Will we have access to firms already in the database or will we have to use own tools and resources to identify HUB certified firms?

Answer: Yes, we capture this information when vendors register with the City, and if that section of information is completed by the vendor, the selected Service Provider would have access to that information. GUC captures similar information and will partner with the selected Service Provider to provide file extractions. However, it still

might be necessary for the selected Service Provider to use their own tools and conduct their own research.

29. Is the system for procurement used by GUC the same system used by City of Greenville?

Answer: No, the City uses Munis and GUC uses Oracle EBS version 12.2.10 residing on an Oracle database version 19.0.

30. What are the roles on the evaluation committee, and will there be more than six people evaluating?

Answer: The evaluation committee will be comprised of roles from various departments, including the City Manager's Office, City Attorney's Office, Neighborhood and Business Services Department, Financial Services, Greenville Utilities Commission. There should not be more than (6) people evaluating.

31. Have you guys allocated a budget and are you at liberty to share?

Answer: Yes, we have a budget and this information cannot be shared at this time to ensure the required competitive nature of the process.

32. I submitted questions to the City, is it okay for our team to send follow-up questions by November 1st?

Answer: Yes, the City intends to provide answers to all follow-up questions in early November.

33. For the prime contract data, please note whether these data include the following information for all, some, or none of the contracts. Please answer separately for each industry to be included in the study; also note whether the data are available electronically or as hard copy.

- Firm name.
- Firm address, city, state, zip code.
- Firm phone number.
- Firm email address.
- Firm contact person.
- Firm owner race and gender.
- Firm owner veteran status.
- Prime contract number.
- Prime contract title.
- Start date of contract.
- End date of contract.
- Award amount.
- Amount paid (total or to date).
- Type of work performed.
- Industry category code, such as NAICS or NIGP.

Vendor Name: Miller3 Consulting, Inc.

Vendor Number: _____

Contract# _____

Answer: We are unable to provide a response for every industry that would be included in the study. However, we can provide the below information according to the below three (3) contract types: Construction, Services, Supplies and Materials.

Construction, Services and Supplies & Materials Contracts		
Prime Data	Quantifier	Format
• Firm name	All	Electronic
• Firm address, city, state, zip code	All	Electronic
• Firm phone number	All	Electronic
• Firm email address	All	Electronic
• Firm contact person	All	Electronic
• Firm owner race and gender	All	Electronic
• Firm owner veteran status	None	N/A
• Prime contract number	All	Electronic
• Prime contract title.	Some	Electronic
• Start date of contract.	All	Electronic
• End date of contract.	Some	Electronic
• Award amount.	All	Electronic
• Amount paid (total or to date).	All	Electronic

Vendor Name: Miller3 Consulting, Inc.

Vendor Number: _____

Contract# _____

<ul style="list-style-type: none"> Type of work performed. 	Some	Electronic
<ul style="list-style-type: none"> Industry category code- NIGP Commodity Codes 	Some	Electronic

For the **MWBE and non-MWBE subcontract data**, please note whether these data include the following information for all, some, or none of the contracts. Please answer separately for each industry to be included in the study; also note whether the data are available electronically or as hard copy.

- Firm name.
- Firm address, city, state, zip code.
- Firm phone number.
- Firm email address.
- Firm contact person.
- Firm owner race and gender.
- Firm owner veteran status.
- Prime contract number.
- Prime contract title.
- Start date of contract.
- End date of contract.
- Award amount.
- Amount paid (total or to date).
- Type of work performed.
- Industry category code, such as NAICS or NIGP.

Construction Contracts		
MWBE & Non-MWBE Subcontractor Data	Quantifier	Format
<ul style="list-style-type: none"> Firm name 	Some	Electronic & Hardcopy
<ul style="list-style-type: none"> Firm address, city, state, zip code 	Some	Electronic & Hardcopy
<ul style="list-style-type: none"> Firm phone number 	Some	Electronic & Hardcopy
<ul style="list-style-type: none"> Firm email address 	Some	Electronic

Vendor Name: Miller3 Consulting, Inc.

Vendor Number: _____

Contract# _____

• Firm contact person	Some	Electronic
• Firm owner race and gender	Some	Electronic
• Firm owner veteran status	None	N/A
• Prime contract number	All	Electronic
• Prime contract title.	Some	Electronic
• Start date of contract.	All	Electronic
• End date of contract.	Some	Electronic
• Award amount.	All	Electronic
• Amount paid (total or to date).	All	Electronic
• Type of work performed.	Some	Electronic
• Industry category code, NIGP-Commodity Codes.	Some	Electronic
Professional & General Services Contracts		
MWBE & Non-MWBE Subcontractor Data	Quantifier	Format
• Firm name	Some	Electronic & Hardcopy
• Firm address, city, state, zip code	Some	Electronic & Hardcopy

• Firm phone number	Some	Electronic & Hardcopy
• Firm email address	All	Electronic & Hardcopy
• Firm contact person	All	Electronic
• Firm owner race and gender	All	Electronic
• Firm owner veteran status	None	N/A
• Subcontractor number	Some	Electronic
• Subcontractor title.	Some	Electronic
• Start date of contract.	Some	Electronic
• End date of contract.	Some	Electronic
• Award amount.	Some	Electronic
• Amount paid (total or to date).	Some	Electronic
• Type of work performed.	Some	Electronic
• Industry category code, NIGP-Commodity Codes.	Some	Electronic

34. What brought about this study?

Answer: The disparity study aligns with the strategic plan and goals set by City Council for this fiscal year, which includes the expansion of the economic hub of eastern North Carolina through proactive, responsible economic development and job creation and increased minority business support.

35. What is the requested timeline to complete this study?

Answer: The City anticipates the completion of the study will take 12-18 months.

36. What are the goals for this study?

Answer: The City of Greenville and Greenville Utilities Commission seek to determine the effectiveness and efficiency of their current MWBE programs. The City and GUC wish to undertake the necessary steps to ensure that MWBEs have opportunities to participate in City and GUC contracts. More specifically, the goals of the study are listed below:

- a. Examine what, if any, barriers may be adversely affecting the participation of MWBEs in City and GUC contracts;
- b. Identify the availability of MWBEs that are ready, willing, and able to do business with the City and GUC in the relevant market area(s), based on both business presence and principal office location;
- c. Analyze the City and GUC's contracting and procurement data to determine the utilization of MWBEs;
- d. Determine the extent to which any identified disparities in the City and GUC's utilization of available MWBEs are attributable to discrimination;
- e. Recommend programs to remedy the effects of any identified discrimination, and to reduce or eliminate any other marketplace barriers that adversely affect contract participation by MWBEs; and
- f. Identify best practices, any policy recommendations on remediating any identified disparities, and practical tools for developing MWBE capacity.

37. What is the amount budgeted for the study?

Answer: We are unable to share the amount budgeted at this time to ensure the required competitive nature of the process.

End of Addendum No. 3

Vendor Name: Miller3 Consulting, Inc.
Vendor Number: _____

Contract# _____

Exhibit B: Consultant's/Contractor's Proposal



City of Greenville, NC MWBE Disparity Study

RFP #24-25-17

Due Date: November 22, 2024 2:00 pm EST

Prepared for:
Tish Williams, Business Development Manager
City of Greenville
Neighborhood and Business Services Dept.
Business Services Division
201 West Fifth Street
Greenville, NC 27858
twilliams@greenvillenc.gov
Submitted via: Mail and Dropbox Link

Prepared by:
Miller³ Consulting, Inc.
Lauren R. Miller, Chief Growth Officer
lmiller@miller3group.com
www.miller3group.com
260 Peachtree St, Suite 501
Atlanta, GA 30302
404-827-9019



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TAB 1: COVER LETTER

November 22, 2024

Miller³ Consulting, Inc. welcomes and appreciates the opportunity to present our proposal to the City of Greenville, NC ("City") to conduct a Minority- and Women-owned Business Enterprises (MWBE) Disparity Study of the City's and Greenville Utilities Commission's (GUC) contractual awards in goods, services, and construction.

Miller³ Consulting, Inc., (M³ Consulting) – successor firm to D.J. Miller & Associates, Inc. (DJMA) – is a 2nd-generation management consulting firm founded in 1986, and incorporated in Atlanta, Georgia. Combined, the firms bring over 35 years of experience in inclusive economic development and policy initiatives, disparity study analysis, and MWBE program design. M³ Consulting conducts economic and statistical research to support equitable public policy change. As an MBE, M³ Consulting is certified as a Historically Underutilized Business (HUB) by the State of North Carolina.

We are extremely well qualified to conduct the study for the City, as the leaders and "creators of the disparity study industry." We conducted the first disparity study in the United States in 1988; since then, we have conducted over 145 disparity studies across the country; of these 145 studies, 50 were for first-time disparity study clients.

M³ Consulting's specific knowledge, recent experience, and understanding of procurement and contracting in North Carolina and the relevant market covered by the Fourth Circuit Court encompasses disparity studies we conducted for:

- Durham County, NC 2022-2023
- City of Asheville, NC 2023
- City of Raleigh, NC, 2021-2023
- City of Knoxville, TN 2022-2023
- Charleston County Public Schools, SC 2021-2022

M³ Consulting is currently engaged in the post-disparity study implementation services for the City of Raleigh and the City of Asheville, NC.

We have conducted disparity studies in 9 of the 11 judicial circuits. We have engaged in litigation in 5 of the 11 judicial circuits, including the most conservative circuits: 1st, 2nd, 5th, 6th, and 11th. We stand proud of the fact that:

- NO M³ Consulting study has ever been overturned.
- NO M³ Consulting study has been challenged since 1997.



The depth of our experience in working with a diverse array of public sector agencies has been instrumental in refining our methodologies and insights. We have engaged in multifaceted endeavors, unraveling the complexities of major programs within procurement, agriculture, healthcare, and entertainment, dissecting policy frameworks, scrutinizing budget allocations, and dissecting legislative issues that underpin economic development initiatives.

Our Approach to Helping the City and GUC Achieve Their Objectives: The City and GUC have a diverse customer population, workforce, and community stakeholders. As such, they have a compelling interest in providing equal contracting opportunities to a diverse range of businesses and persons and actively encourage and solicit the participation of diverse suppliers in their various contracting opportunities. The City seeks to conduct a Disparity Study to determine the effectiveness and efficiency of the current MWBE Programs and to obtain recommendations on any programmatic changes or policy updates.

The disparity study aligns with the strategic plan and goals set by City Council for this fiscal year, which includes expanding the economic hub of eastern North Carolina through proactive, responsible economic development and job creation and increased MWBE support.

M³ Consulting's approach is distinctive in focusing on inclusive procurement and transformative change within a procurement system. A focus on inclusive procurement goes beyond trying to buy the best product at the best price and, in contrast, ensures the outcome of its transactions achieves a return on investment for the organization in the form of the furtherance of the entity's community economic development objectives serving the needs of all of a community's stakeholders. When MWBEs are awarded contracts by public and private institutions within a jurisdiction, measurable economic impacts of tax receipts and job growth are created.

We pride ourselves in consistently using MWBEs in every disparity study engagement. As such, we are teaming with TruPoint Solutions, LLC, a certified Small Professional Services Firm (SPSF) by NCDOT/NCDOA and certified MWBE by Commonwealth of VA, and our nationwide WBE partner, Q&A Research.

M³ Consulting, a NC-HUB certified firm, meets & exceeds the 4% MBE participation goal requirement with a total of 84.16%. TruPoint Solutions and Q&A Research represent 15.84% MWBE participation.

Note: Although TruPoint Solutions and Q&A Research are not NC-HUB certified, we are committed to identifying an NC-HUB WBE to join our team to satisfy the City's requirements.

We have contracted with Parker Poe Adams & Bernstein LLP, a Charlotte-based attorney that supported M3 Consulting on the City of Asheville's disparity study, to serve as an external legal expert and support the project team, specifically the Lead for Legal Review and Analysis.



Our Pledge: Over the decades of performing disparity studies, we have developed and refined a high-touch and collaborative communication framework based on our ability to truly listen to and hear our disparity study clients. Whether they are conducting a disparity study for the first time, or the third time, we meet them where they are and provide a welcoming and affirming forum to address their needs for the disparity study and beyond.

Ms. Lauren Miller, Chief Growth Officer, will serve as the point of contact for the City, and is authorized to enter into a contract. She can be reached at lmiller@miller3group.com or 404-827-9019. M³ Consulting's address is 260 Peachtree St, Suite 501, Atlanta, GA 30302.

M³ Consulting understands the relevant issues facing the City and GUC, and we have the depth of experience and successful track record of working with similar-sized city government entities and consortia. We commit to provide the services as stated in the RFP, as delineated throughout this proposal. We are here for you throughout the process and look forward to working with the City and meeting you during the next stages.

Sincerely,

Dave J. Miller, Jr.

Dave J. Miller, Jr. – CEO



TAB 2. CORPORATE BACKGROUND AND EXPERIENCE

A. Corporate Background

M³ Consulting, successor firm to D.J. Miller & Associates, Inc., is a 2nd-generation, minority-owned management consulting firm founded in 1986, and incorporated in Atlanta, Georgia. Combined, the firms bring over 35 years of experience in inclusive policy initiatives, disparity study analysis, and M/W/DBE program design. The firm has eight employees. As an MBE, M³ Consulting is certified as a Historically Underutilized Business (HUB) by the State of North Carolina.

The late Dave J. Miller, Sr. founded D.J. Miller & Associates, Inc. His experience grew out of his family’s 150-year ownership of Miller Farms—at one time, the largest African American-owned farm in the Southeast—and his experience at the City of Atlanta, where he created the first minority business program, which was later modeled by the U.S. DOT. As the City’s first African American procurement director, Mr. Miller operated on the strong belief that public-sector procurement systems should be *fair, open, transparent, efficient and above all, inclusive and of unquestionable integrity*.

The firm continues its family ownership and commitment to **Excellence in Public Sector Management**. Dave J. Miller, Jr. and Lauren Miller are expanding the M³ Consulting legacy with fresh energy and new experiences. Both have worked with M³ Consulting, Inc. (and the former D.J. Miller & Associates, Inc.) on disparity studies and other projects for a combined 28 years. They have provided a range of services and support to clients in the public and private sectors, including numerous city, state, and local, as well as federal, government entities.

The following table provides a comprehensive list of our past and present business activities in the areas of disparity studies and MWBE program/policy development consulting for public sector clients.

M ³ Consulting’s Public Sector Clients from 1988-2024
Statewide Studies
Massachusetts Public Administrators 2023
New York Television Writers and Directors, 2022 (Empire State Development and the State of New York)
State of Ohio, 2002 (11 agencies)
Mass Water Resources Authority & Department of Environmental Protection, 2002
State of Florida, 1997 (42 agencies)
Commonwealth of Massachusetts, 1994 (6 agencies) Executive Office of Transportation and Construction, Massachusetts Highway Department, Massachusetts Aeronautics Commission, Massachusetts Bay Transportation Authority, Massachusetts Port Authority, and Massachusetts Turnpike Authority
State of Louisiana, Department of Transportation & Development, 1991

City of Greenville, NC
MWBE Disparity Study
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M ³ Consulting's Public Sector Clients from 1988-2024		
Cities and Counties		
Delaware County, PA 2023 -2024	City of Knoxville, TN 2022-2023	City of Asheville, NC 2023
Durham County, NC 2022-2023	City of Raleigh, NC, 2021-2023	City of Wilmington, DE, 2021-2022
City of Philadelphia, PA 1998, 2004, and 2020-2021	City of New York, NY 2009, 2012	Chatham County, GA 2012
City of Savannah, GA 2012	Prince George's County, MD 2006	City of Tucson, AZ 2002
Miami-Dade County, FL 2002	Pima County, AZ 2002	City of Dayton, OH 1991, 2002
City of Grand Rapids, MI 2001	City of Tampa, FL 1990, 2001	Orange County, FL 1993, 2000
Shelby County, TN 1994, 1998	City of Evanston, IL 1996	City of Dallas, TX 1995
City of Houston, TX 1994	City of Memphis, TN 1994	City of Austin, TX 1993
City of Charlotte, NC 1993	City of Jacksonville, FL 1990, 1992	City of St. Petersburg, FL 1990
Duval County, FL 1990	Hillsborough County, FL 1989	
Transportation Agencies		
San Francisco Bay Area Rapid Transit, CA 2017	Federal Highway Administration 50-State Analysis, 2007	Memphis/Shelby County Airport Authority, TN 1994, 1999, 2002
Raleigh-Durham Airport Authority, NC 1998	Memphis Area Transit, TN 1994	Memphis/Shelby County Port Authority, TN 1994
Greater Orlando Aviation Authority, FL 1993	Austin Capital Metro, TX 1993	Jacksonville Port Authority, FL 1990, 1992
NY Metropolitan Transportation Authority, NY 1992, 1996, consisting of NYC Transit, Long Island Railroad, Metro-North Railroad, Bridges & Tunnels, MTA Bus, Capital Construction		
School Systems, Colleges, and Universities		
Charleston County Public Schools, SC 2021-2022	Portsmouth Public Schools, VA 2019-2021	Miami-Dade County Public Schools, FL 1990, 2018, 2019-2021
School District of Palm Beach County, FL 2004, 2016	Savannah-Chatham County Public School System, GA 2012	Broward College, FL 2010
School Board of Broward County, FL 1998, 2010	Cincinnati Public Schools, OH 2003, 2004, 2005	Valencia Community College, FL 1993, 2001
Orange County Public Schools, FL 1993, 2000	Shelby County Schools, TN 1994	Duval County Public Schools, FL 1990
Housing Authorities and Development Authorities		

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M ³ Consulting's Public Sector Clients from 1988-2024		
Housing Authority of Birmingham, AL 2003	Chicago Housing Authority, IL 2002	Philadelphia Industrial Development Corporation, PA 1998
Philadelphia Housing Development Corporation, PA 1998	Philadelphia Redevelopment Authority, PA 1998	Philadelphia Housing Authority, PA 1998
Philadelphia Commercial Development Corporation, PA 1998		
Utilities, Development Authorities, and Other Agencies		
Palm Beach County Solid Waste, FL 2024 (in progress)	Metro Health System, OH 2024 (in progress)	Memphis Regional One Health, TN 2024
Philadelphia Chamber of Commerce, PA 2022	Metropolitan (Water) District Commission, CT 2009	Philadelphia Municipal Authority, PA 1998
Philadelphia Gas Works, PA 1998	Philadelphia Parking Authority, PA 1998	Memphis Light, Gas & Water, TN 1994
Memphis Regional Medical Center, TN 1994		

B. Comparable Contracts Performed in Past 5 Years

We have conducted disparity studies for several public entities comparable in size with Greenville (i.e., population over 90,000) within the past five years, as listed in the table below.

Palm Beach County Solid Waste, FL 2024 (In progress)	Metro Health System, OH 2024 (in progress)	Memphis Regional One Health, TN 2024 (in progress)
Delaware County, PA 2023 -2024	Massachusetts Public Administrators 2023	City of Asheville, NC 2023
Durham County, NC 2022-2023	City of Knoxville, TN 2022-2023	City of Raleigh, NC, 2021-2023
Charleston County Public Schools, SC 2021-2022	City of Wilmington, DE, 2021-2022	Philadelphia Chamber of Commerce, PA 2022

C. References

M³ Consulting provides three references demonstrating the successful provision of disparity studies conducted for governmental entities within the past five years. Each of M³ Consulting's key personnel proposed for the City's disparity study was involved in each project.

1. City of Raleigh, NC	
Client Contact Name, Position and Phone Number	Lekesha R. Shaw, MWBE Program Manager 919-996-6958 Lekesha.Shaw@raleighnc.gov City of Raleigh, Department of Equity and Inclusion, Minority & Women-Owned Business Enterprise Program, Raleigh Pathways Center, 900 S. Wilmington Street, Raleigh, NC 27601

City of Greenville, NC
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Project Description/ Services Provided	Disparity Study to determine the effectiveness and efficiency of the City's current MWBE Program and provide programmatic remedies to address any identified underutilization of MWBE businesses, and the reduction or elimination of identified barriers that adversely impact MWBE participation on City projects. Post-Disparity Study Implementation Services: Implementation Plan creation, Advisory Services, MBWE Policy Creation, Data Systems Integration
Project Timeline/Cost	2021-2023 (extended due to COVID 19 pandemic) \$371,600 Note: Upon completion of the Study, the City hired M³ Consulting to provide Post-Study support including implementation of findings and recommendations. (2023-ongoing)
2. City of Knoxville, TN	
Client Contact Name, Position and Phone Number	Penny Owens, NIGP-CPP, CPPO, Purchasing Agent City of Knoxville 400 W Main Street, Suite 667, Knoxville, TN 37902 (865) 215-2070 powens@knoxvilletn.gov
Project Description/ Services Provided	A disparity study to assess the level of M/W/DBE participation to adequately identify additional recommendations to improve the program and increase the M/W/DBE participation in City expenditures. The City want to ensure opportunities for M/W/DBEs to compete for and participate in the City's procurement of Commodities, Construction, Franchise Haulers Services, Professional Services (CCNA), Professional Services (non-CCNA), and Trade Services contracts
Project Timeline/Cost	2022-2023 \$348,750
3. City of Asheville, NC	
Client Contact Name, Position and Phone Number	Current (post-study): Marcus R. Kirkman, Sr. Business Inclusion Manager Community Economic Development, City of Asheville, P.O. Box 7144, Asheville, NC 28802 Previous (during study): Frank McGowan, Disparity Study Project Manager City of Asheville fmcgowan@ashevillenc.gov Office: 828-259-5811 Mobile: 828-777-1139
Project Description/ Services Provided	Disparity Study to determine the effectiveness of the current program and recommend modifications and adjustments, if necessary, to the City program that are in compliance with law. Provide the City with current legal guidance not only relative to new legislation, policies and procedures to meet any constitutional mandates, but also the programmatic needs of the City. In compliance with a five-year Federal law, and the sunset provision within the City's Business Inclusion policy of November 1, 2023, the City sought a firm to conduct a new disparity study and to evaluate the City's Business Inclusion Policy and program to make recommendations that would meet any applicable constitutional mandate appropriate to the City of Asheville. Post-Disparity Study Implementation Services: Advisory Services, MBWE Program Improvement Policy Creation,

City of Greenville, NC
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Project Timeline/Cost	2022-2023 \$287,275 <i>Note: Upon completion of the Study, the City hired M³ Consulting to provide Post-Study support including implementation of findings and recommendations. (2023-ongoing)</i>
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What Our Clients Are Saying About Us

The graphic below provides a highlight from a letter of reference from Miami-Dade County Public Schools (MDCPS). We also provide this link to a [Video \(16:30 mark\)](#) of remarks given by the Superintendent of Miami-Dade Public Schools as part of our presentation on January 15, 2019 of the Final Disparity Report for the second Disparity Study we conducted for the School district. The Superintendent is also a statistician by profession, and he is endorsing the quality of M³ Consulting’s research and how it cleared a strict auditing process.

We have also included letters of recommendation on the following pages from the City of Philadelphia, PA, which is a 3-time client of ours; and from the City of Raleigh, NC, for which we recently completed a disparity study.

These statements also attest to the integrity, character, and reputation of M³ Consulting.

“Miller³ Consulting performed the District’s Phase 2 Disparity Study and did a great job. Based on their Phase 2 performance, the District re-engaged Miller³ Consulting to perform our latest Comprehensive Disparity Study, which was completed on October 26, 2020. The Miller³ team is very professional and experienced, which is always reflected by the quality of their work. Both disparity studies they conducted met our expectations and provided us with an assessment and recommendations that will help to meet our organization’s objectives on minority participation in government contracting.”

*Miami-Dade County Public Schools-
4th largest School District in the Country*





COUNTY OF DELAWARE
GOVERNMENT CENTER BUILDING
201 WEST FRONT STREET
MEDIA, PENNSYLVANIA 19063
(610) 891-4852

COUNCIL
DR. MONICA TAYLOR
CHAIR

RICHARD R. WOMACK
VICE CHAIR

KEVIN M. MADDEN
ELAINE PAUL SCHAEFER
CHRISTINE A. REUTHER

CHRISTINE KECK
CHIEF HUMAN RESOURCES OFFICER

TO: Whom It May Concern

FROM: Sherrise Rowe, Supplier Diversity Manager, Delaware County

DATE: September 18, 2024

SUBJECT: Reference for M³ Consulting, Inc. - Disparity Study for Delaware County

This letter serves as a professional reference for M³ Consulting, Inc. regarding their work on the Delaware County Disparity Study conducted from May 2023 to September 2024. As the Supplier Diversity Manager for Delaware County, I had the opportunity to work closely with M³ Consulting as the Project Manager throughout this project and can attest to the quality and impact of their work.

M³ Consulting, Inc. was contracted to conduct a comprehensive disparity study for Delaware County, focusing on evaluating the availability and utilization of Minority and Woman-Owned Business Enterprises (MWBEs) in the County's contracting opportunities. The study also aimed to identify barriers impacting the engagement of the community that Delaware County collectively refers to as Diversity Business Enterprises (DBEs).

It's important to note that M³ Consulting faced several timeline challenges during the study, primarily due to difficulties in retrieving data from the controllers and procurement department. Despite these obstacles, the firm demonstrated exceptional dedication and problem-solving skills. They built a custom database to manage the complex data and conducted multiple on-site visits to ensure the accuracy and completeness of the information gathered. This additional effort underscores their commitment to delivering a thorough and reliable study.

Key findings and aspects of M³ Consulting's work included:

1. **Comprehensive Analysis:** Their thorough examination of the environment faced by DBEs attempting to do business with and in Delaware County resulted in identifying ethnicity or gender groups whose underutilization was statistically significant in the following procurement areas:

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- Architecture & Engineering, Non-Professional Services, Professional Services, and Goods & Supplies (representative of all areas except Construction).
2. **Identification of Concerns:** The study highlighted several areas of concern, principally the absence of a Delaware County Procurement Manual and associated Standard Operating Procedure (SOP) documents.
 3. **Factors Contributing to Underutilization:** The report illustrated factors that can contribute to the underutilization of DBEs, including:
 - o Lack of outreach and networking opportunities
 - o Limited DBE access to capital and bonding
 - o Perception of a lack of transparency in Delaware County's procurement process
 4. **Gap Analysis:** The study identified gaps that negatively impact Delaware County's ability to monitor and enforce consistently and comprehensively its vision for diverse-owned firm inclusion.
 5. **Recommendations:** M³ Consulting provided recommendations to assist Delaware County in increasing the utilization of DBEs in its contracting opportunities. These recommendations offer options for the County to narrow-tailor its efforts in response to the findings of this report.
 6. **Legal Considerations:** The recommendations allow Delaware County to rely upon race- and gender-conscious means—when necessary—to address ongoing hindrances and work to eliminate identified disparities. Concurrently, they advised addressing DBE participation through race- and gender-neutral efforts.

M³ Consulting, Inc. demonstrated exceptional expertise in conducting this disparity study. Their analytical approach, combined with their commitment to identifying both issues and solutions, provided Delaware County with a comprehensive understanding of our procurement landscape and the challenges faced by DBEs.

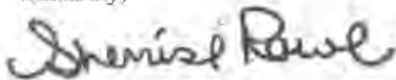
The firm's work has been instrumental in our efforts to promote equity and fairness in the County's procurement process. Their findings and recommendations are poised to help us create a more level playing field for all businesses seeking to work with the County, ultimately fostering increased competition, innovation, and diversity among our vendors.

I particularly appreciate M³ Consulting's emphasis on providing actionable recommendations and their consideration of both race- and gender-conscious and race- and gender-neutral approaches. This balanced perspective aligns with our goal of enhancing opportunities for success among all our vendors while ensuring legal defensibility.

I highly recommend M³ Consulting, Inc. for similar projects. Their professionalism, expertise, and commitment to promoting equitable business practices have been invaluable to our county. The economic and statistical analyses contained within their study will serve as a crucial part of our policy and decision-making procedures moving forward.

For any further information, please don't hesitate to contact me.

Sincerely,



Sherrise Rowe, CGMP
Supplier Diversity Manager Delaware County

City of Greenville, NC
MWBE Disparity Study
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October 27, 2023

City of Raleigh
Department of Equity & Inclusion
MWBE Program
900 S. Wilmington Street, 2nd Floor
Raleigh, NC 27601
P: 919-996-6958

Re: Letter of Recommendation

To Whom It May Concern:

I am pleased to provide this Letter of Recommendation to Miller3 Consulting, Inc. (M3 Consulting). On November 22, 2021, the City of Raleigh commissioned M3 Consulting to conduct a Disparity Study,

The purpose of the study was to determine if there were disparities among ready, willing, and able Minority and Women-Owned Business Enterprises (MWBEs) in the various professions including AES-Design Services, Construction and Construction-Related Services, Professional Services, Nonprofessional Services, and Goods and Supplies from Fiscal Year 2017 through Fiscal Year 2021.

Lessons that we learned while working with M3 Consulting include but are not limited to the following:

- While Raleigh has attempted to promote greater community and vendor inclusion in its public messaging regarding the City's Vendor Connection Portal, aspirational M/WBE goals, Strategic Plan focus areas, and mission and vision, there are still processes and practices that may create barriers to M/WBE participation in Raleigh's contracting and procurement opportunities.

Municipal Building | 222 West Hargett Street | Raleigh, North Carolina 27601
Mailing address: City of Raleigh | Post Office Box 590 | Raleigh, North Carolina 27602-0590

City of Greenville, NC
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Page 2

- M3 Consulting found that Raleigh purchasing activities suggest that MWBEs continue to have some difficulties obtaining significant contracts with Raleigh. In submitting specific findings within the Disparity Study, M3 Consulting formulated recommendations that allow the City to rely upon race and gender-conscious goals when necessary to address ongoing hinderances to eliminate statistically significant MWBE underutilizations, while also addressing MWBE participation through race and gender-neutral efforts.

Miller3 Consulting, Inc. was instrumental in helping the City of Raleigh achieve significant progress in our mission to promote fairness and inclusivity in our procurement processes. Their comprehensive understanding of the intricacies of this goal and their strategic guidance were invaluable. Through their work, we have been able to provide increasing opportunities to underutilized businesses, fostering a more diverse and inclusive vendor pool. This has not only aligned with our social responsibility objectives but has also resulted in a more vibrant and competitive marketplace, benefiting both our city and local entrepreneurs.

Based on the foregoing, I can recommend Miller3 Consulting, Inc. as a professional and knowledgeable consulting firm that provides expert services to its clients. Their work with the City of Raleigh has had a lasting impact, and I have no doubt that their expertise and dedication will be equally beneficial to any organization they engage with.

Should you require any further information or have questions, please feel free to contact me at lekesha.shaw@raleighnc.gov or 919-996-6958.

Sincerely,

Lekesha Shaw

Lekesha Shaw
MWBE Program Manager
City of Raleigh

Municipal Building | 222 West Hargett Street | Raleigh, North Carolina 27601
Mailing address: City of Raleigh | Post Office Box 590 | Raleigh, North Carolina 27602-0590



CITY OF PHILADELPHIA

Office of Economic Opportunity
Department of Commerce
1515 Arch Street, 12th Floor
Philadelphia, PA 19102
P: 215-683-2000

01/13/2022

To Whom It May It May Concern:

I am pleased to provide this Letter of Recommendation to Miller³ Consulting, Inc. (M³ Consulting). The City of Philadelphia hired M³ Consulting in March 2020 to conduct our Annual Disparity Study, consistent with the requirement of §17-500 of the Philadelphia Code.

The Annual Disparity Study was to consist of an Availability, Utilization and Disparity Analysis for both contracting and a workforce. M³ Consulting had to execute this task in the midst of the COVID-19 pandemic, when government offices were closed and access to records was limited. Even with these restrictions, M³ Consulting was able to provide us deliverables that provided keen insights that will assist both the Office of Economic Opportunity and the City of Philadelphia as a whole, to better focus its programmatic initiatives and statistical analysis.

Lessons that we learned while working with M³ Consulting include, but are not limited to the following:

- Critical differences in statistical requirements to support and sustain a race/gender-conscious program and a race/gender-neutral program. The City has a race/gender-neutral, anti-discrimination program;
- The organization, systems architecture and programmatic issues impacting the creation of an Inclusive Procurement environment;
- The identification of the key issue impacting our ability to support growth of M/WBE firms in our area—availability and capacity; and,
- Necessary adjustments to increase M/WBE participation in our race/gender-neutral environment.

These analyses, in addition to the statistical analysis, were conducted in roughly a 4-month period. Based on the foregoing, I can recommend M³ Consulting as a professional and knowledgeable consulting firm that provides expert services to its clients.

Sincerely,

Vince Gumbs Jr
Vincent Gumbs Jr



TAB 3: PROJECT UNDERSTANDING, APPROACH, AND SCHEDULE

A. M³ Consulting’s Project Understanding

The City and GUC seek to determine the effectiveness and efficiency of their current MWBE programs and undertake the necessary steps to ensure that MWBEs have opportunities to participate in City and GUC contracts through the outcomes of a disparity study. The City’s and GUC’s high-level objectives for the study are to:

- Provide the City and GUC with current legal guidance relative to new legislation, policies, and procedures to meet any constitutional mandates.
- Gain recommendations for programmatic remedies to address any identified underutilization of MWBEs, and the reduction or elimination of any identified barriers that adversely impact MWBE participation on City and GUC projects.

As a forward-thinking firm, we have consistently monitored the evolving legal landscape surrounding race-targeted initiatives while prioritizing race-neutral approaches to foster increased MWBE participation in government contracting. This commitment is ingrained in our methodology, reflecting our proactive stance and dedication to sustainable and inclusive solutions. Our methodology is predicated on our understanding of the legal environment the City faces in terms of conducting the disparity study.

Current Legal Environment Regarding State/Federal Legal Challenges to Affirmative Action and Race/Gender Programs

M³ Consulting has always been on the cutting edge; we correctly anticipated the direction of the U.S. Supreme Court by creating and conducting the first disparity study for Hillsborough County prior to the Court’s holding in *Richmond v. Croson*. It has been over 35 years since the first goal-based programs were implemented.

In the 1989 *Richmond v. Croson* case, the U.S. Supreme Court set forth a two-prong test for establishing race-conscious initiatives. In the case, the Court upheld that municipalities meet a two-prong test to enact fact-conscious programmatic initiatives: establish a compelling governmental interest and narrowly tailor to the impacted groups.

Since the *Croson* decision, several other nationwide cases are relevant to the City’s Disparity Study, a few of which we discuss in depth:

<i>Croson and Adarand Progeny</i>	
• <i>Adarand v. Peña</i>	• <i>Minnesota DOT (Sherbrooke Sodding)</i>
• <i>Illinois DOT</i>	• <i>Rothe v. DOD</i>
• <i>Washington DOT (Western Paving)</i>	• <i>H.B. Rowe v. Tippett</i>
• <i>City and County of Denver and CDOT</i>	

- A 1995 Supreme Court 5-4 decision ruled in favor of *Adarand Constructors*, establishing the ‘strict scrutiny test’ that any government program using racial classifications had to



serve a compelling governmental interest and be narrowly tailored to achieve that interest.

In practical terms, the decision in *Adarand Constructors, Inc. v. Peña* made it more challenging for government programs to use race as a factor in awarding contracts or providing other benefits.

- In the *Rothe Development, Inc.*, case, Rothe was a government contractor challenging the constitutionality of a provision of the U.S. Small Business Act that allowed the Department of Defense to set aside contracts for small, disadvantaged businesses, which often include minority-owned businesses.

The central issue in the case was whether the government could use race-based preferences in awarding contracts without violating the Equal Protection Clause of the Fourteenth Amendment to the U.S. Constitution. The case went through various stages of litigation.

Ultimately, in 2017, the U.S. Court of Appeals for the Federal Circuit ruled in favor of *Rothe Development, Inc.*, holding that the provision in question was unconstitutional because it did not meet the strict scrutiny standard required for race-based classifications. The court found that there was insufficient evidence of past discrimination to justify the program's racial preferences.

The *Rothe* case reinforced the principle that any government program using racial classifications must meet a high standard of scrutiny to be considered constitutional. Other outcomes of this case include:

- ✓ The appropriate measure of availability is 'ready, willing, and able' (RWA) firms.
 - ✓ Acceptable sources of a business' qualifications are awardees, bidders, and certification lists; lists compiled by local business associations and as a result of community outreach. Vendor lists compiled by self-affirmation of qualification and ability are more questionable.
 - ✓ The most reliable way for accounting for firm size, without changing the disparity-ratio methodologies, is regression analysis to determine whether there was a statistically significant correlation between the size of a firm and the share of contract dollars awarded to it.
 - ✓ Anecdotal testimony should demonstrate some link between the DOD's spending practices and discrimination.
- *H.B. Rowe v. Tippett* was a 2010 4th Circuit opinion regarding a 1983 North Carolina General Assembly general policy promoting the use of small, minority and women contractors in NC DOT construction projects. The Statutory scheme largely mirrored the

M³ Consulting's RWA Model is the Industry Standard

M³ Consulting's disparity studies include regression analysis and are buttressed by anecdotal testimony. We brought to market in the late 1980s the RWA model, which is the standard for 'ready, willing, and able' used across the industry today.



federal DBE program goal-based program, whereby after completing a disparity study that concluded minority and women-owned subcontractors suffered discrimination and were underutilized in State Contracts, the General Assembly directed DOT to re-implement the program to achieve the goals once the department adopted various changes in the 1993 study. This case tested the sunset provision and put in place the need to test for remediation efforts via factual predicates.

- The most recent case affecting the City is *Students for Fair Admissions v. Harvard*, 600 U.S. (2023). This case referred to the underlying *Richmond v. Croson* decision several times. The legal interpretation suggests a favorable view for determining if a compelling governmental interest exists for race-conscious initiatives.
- While the *Richmond v. Croson* decision was limited to government contracting, it did not invalidate all forms of affirmative action. The Supreme Court's 2003 *Gruter v. Bollinger* case upheld the use of affirmative action in university admissions under certain conditions and was the legal standing for over 20 years until *Students for Fair Admissions v. Harvard*.
- *Students for Fair Admissions v. Harvard* has not disrupted or diminished the need for Disparity Studies to enact legally defensible race-conscious initiatives.

B. Elements of a M³ Consulting Standard Disparity Study

The M³ methodology comprises ten standard analysis elements, as shown in the graphic below, which are frequently reviewed and adjusted with the evolution of relevant case law. They reflect the increased level and sophistication of the statistical analysis necessary to comply with *Croson* and *Adarand* standards. In our methodology and Project/Work Plan (see Appendix), we break these 10 standard elements into discrete tasks, as described in the following section.





Summaries of the Ten Standard Analyses

1. Legal Analysis outlines the legal standards of *Richmond v. Croson*, *Adarand v. Peña* and their progeny, and any other relevant cases within the 7th circuit, as well as *Students for Fair Admissions v. Harvard*, 600 U.S. (2023) Such a legal analysis provides critical insight to current judicial opinions relevant to both MWBE program design and disparity study analysis.
2. Procurement and MWBE Culture and Systems Analysis qualitatively and quantitatively examines the City's current contracting practices to determine the impact of the City's culture and systems on MWBEs' ability to do business with the City, along with the effectiveness of MWBE program operations on increasing MWBE participation.
3. Relevant Market Analysis determines the geographical boundaries within which the City performs the substantial part of its business activities. The identification of the boundaries is also guided by legal criterion that the City must refine its efforts to impact MWBE business activity to its jurisdiction.
4. Availability Analysis determines the available MWBE and Non-MWBE firms who are available to do business with the City within the determined relevant market.
5. Utilization Analysis quantitatively examines the City's contracting history and determines the number of contracts and levels of expenditures with MWBEs.
6. Disparity Analysis determines the difference between the availability of MWBEs and their utilization by the City.
7. Capacity Analyses will examine differences in the capacity of firms based on race and gender using established statistical methods and also examine whether race/gender and ethnicity still impact the participation decision once a set of variables that proxy capacity are controlled for.
8. Anecdotal and Survey Analyses determine the experiences of MWBEs and Non-MWBEs attempting to do business with the City and in the business community. Further, the survey provides information on business characteristics, such as owner qualifications, years in business, capacity, and credit market experiences.
9. Race- and Gender-Neutral Analysis determines the effectiveness of race- and gender-neutral programs in increasing MWBE participation in public and private sector opportunities.
10. Marketplace Analysis determines MWBE participation in both public and private sector opportunities. Factors such as education and employment and other factors that impact business formation and self-employment are also analyzed in this analysis.

C. Mapping RFP Requirements to M³ Consulting's Tasks

M³ Consulting will study the City's and GUC's awarded contracts for goods (including apparatus, supplies, materials, and equipment), services (professional and general), and

City of Greenville, NC
 MWBE Disparity Study
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construction (including alteration, construction, repair and erection) over a five-year study period from July 1, 2019 through June 30, 2024.

In the table below, we have mapped the requirements and specific tasks identified in RFP 2.3 – 2.9 to the specific tasks within our Project/Work Plan. By providing this clear alignment, we ensure that our proposed tasks are comprehensive and directly correspond to the City’s desired outcomes and deliverables. The table serves as both a roadmap and a validation of how our approach aligns with the City’s objectives.

RFP 2.3 – 2.9 Requirements	M ³ Consulting Tasks
2.3. Determine availability of MWBEs in Greenville CSA and other relevant market areas	Task 3: Data Collection Task 4: Relevant Market Analysis Task 5: Availability Analysis
2.3 Conduct disparity analysis	Task 7: Disparity Analysis
2.3 Identify revisions to the City’s and GUC’s programs to address legal requirements and court decisions	Task 15: Post-study Support
2.3 Analyze the City’s and GUC’s data to conduct utilization analysis	Task 3: Data Collection (Cleaning and Analysis) Task 6: Utilization Analysis
2.3 Analyze the utilization and availability data to determine if a disparity continues to exist	Task 3: Data Collection (Cleaning and Analysis) Task 5: Availability Analysis Task 6: Utilization Analysis
2.3 Collect and analyze anecdotal information obtained from surveys, focus groups, interviews, and City Council Meetings.	Task 9: Anecdotal Analysis Task 10: Marketplace Analysis
2.3 Provide detailed monthly progress reports.	Task 0: Project Management
2.3 Make recommendations throughout the study process for programmatic changes and enhancements (i.e., staffing requirements)	Task 0: Project Management (as part of Bi-weekly Progress Meetings)
2.3 Prepare Draft Report	Task 13: Draft Final Report
2.3 Prepare Final Report and present findings	Task 14: Final Report
2.3.1.1 Interview City and GUC staff regarding contracts, policies, and practices and market areas covered by solicitations, advertising, and mailing	Task 2: Procurement Analysis
2.3.1.2 Interview prime/subcontractors, vendors, consultants, etc.	Task 9: Anecdotal Analysis Task 10: Marketplace Analysis
2.3.1.3 Obtain prior utilization studies relating to the CSA and the relevant market area, and, to the extent possible, reconcile or distinguish those studies with any current findings.	Subtask under Task 10: Marketplace Analysis



RFP 2.3 – 2.9 Requirements	M ³ Consulting Tasks
2.3.1.4 Interview City and GUC procurement and contracting staff regarding MWBE utilization	Task 2: Procurement Analysis
2.3.1.5-8 Survey for capacity and utilization and interview sources	Task 8: Capacity/Regression Analysis Task 10: Marketplace Analysis
2.3.1.9 Analyze growth in Greenville CSA of MWBEs and non-MWBEs	Task 10: Marketplace Analysis
2.3.1.10 Analyze data regarding allegations of discrimination	Task 10: Marketplace Analysis
2.3.1.11 Analyze anecdotal evidence regarding each task	Task 9: Anecdotal Analysis
2.3.1.12 Assist the City and GUC in revising MWBE Programs	Task 15: Post-study Support
2.4 Coordination and Points of Contact	Task 0: Project Management
2.5.1.1.a-e Reporting and Documentation	Task 0: Project Management (Monthly and Bi-Weekly Progress Reports/Meetings)
2.5.1.2 Draft Final Report & Exec. Summary of Final Report	Task 13: Draft Final Report
2.5.1.3 and 2.6 Final Report	Task 14: Final Report
2.7 Work Materials and Database Access	Task 14: Final Report
2.8 Presentations	Task 0: Project Management Task 12: Education & Awareness Campaign and Community Engagement
2.9 Litigation	Task 15: Post-Study Support

D. M³ Consulting’s Project/Work Plan for City’s Disparity Study

M³ Consulting will study the City’s and GUC’s awarded contracts for goods (including apparatus, supplies, materials and equipment), services (professional and general), and construction (including alteration, construction, repair and erection) over a five-year study period from July 1, 2019 through June 30, 2024. Our Project/Work Plan includes the tasks defined in the following sections.

Task 0 Project Management

Project Kick-off Meeting: M³ Consulting’s Project Manager and lead members of our project team will participate in a project kick-off meeting (typically at the City’s offices) at a date and time coordinated and scheduled by our Project Manager and the City’s Project Manager. In conjunction with the City’s Project Manager/staff, we will review the project objectives and timeline, staff expectations, and rules of engagement.

Before the kick-off meeting, we will collaborate with the City to identify and confirm the appropriate attendees. This will ensure that all key decision-makers and stakeholders are



engaged from the start, allowing for a more seamless and coordinated approach to addressing the City's goals.

Communication & Coordination: To minimize miscommunication and maintain engagement across the City, we propose a structured communication and coordination plan to include bi-monthly status meetings and the flexibility of scheduling additional ad-hoc meetings as they arise.

- **Bi-monthly Status Meetings:** M³ Consulting's Project Manager will meet with the City's Project Manager/staff twice per month for status meetings to discuss updates on the study's progress, address issues, and ensure schedule timelines are being met. These regular meetings provide a consistent forum for both strategic and detailed discussions to keep everyone aligned. These bi-monthly meetings will be held via conference call or other remote conferencing (e.g., Microsoft Teams), unless in-person meetings are requested.
- **Flexibility & Additional Ad-hoc Meetings:** Although the bi-monthly meetings form the backbone of our communication strategy, the M³ Consulting team will remain flexible and available for additional ad-hoc meetings as needed. We are prepared to support more frequent discussions, specific requests, or stakeholder consultations to ensure smooth project execution.

Bi-Weekly Progress Reports and Monthly Progress Reports: M³ Consulting's Project Manager will provide bi-weekly updates and status reports on the progress of the disparity study and any issues impacting project coordination. Our Lead for Quantitative Data will be in constant communication and remotely with the City's Project Manager/staff regarding data collection issues and status.

M³ Consulting will provide Monthly Progress Reports to the City's Project Manager detailing progress-to-date of the tasks and deliverables in our Project/Work Plan, including the project status by task breakdown and percent complete of the proposed scope. These reports will include the most updated version of the Project/ Work Plan and clearly identify any variances/changes from the previously submitted Detailed Work Plan. We will continually explore and identify concepts that could improve upon the milestone dates in the Project/ Work Plan while maintaining the quality of the studies and present these concepts to the City's Project Manager.

Throughout the contract, M³ Consulting will inform the City's Project Manager in writing of any deficiencies in adhering to the milestones set forth in the Detailed Work Plan and any scheduling issues that may affect the quality, schedule, or budget for the studies (i.e., performance metrics.) We will immediately consult with the City's Project Manager to develop and implement corrective actions necessary to meet the milestones set forth in the Detailed Work Plan.

Confidentiality and Data Security: M³ Consulting uses Microsoft-enhanced security protocols with access to encrypted network security and files. Microsoft Teams provides additional security as part of its platform. We do not share any information with Microsoft relating to contracting activity or client's proprietary data.



Public Outreach Strategies: M³ Consulting will provide the City with a proposed plan for conducting public engagement, including public informational sessions, website updates, and other social media strategies. We will provide presentation and related meeting material to the City to post on its public-facing website.

Some examples of websites we have created for disparity study clients include:

<https://www.wilmingtonde.gov/government/office-of-the-mayor/disparity-study-2021>

https://www.knoxvilletn.gov/government/city_departments_offices/purchasing/disparity_study

During the Project Kick-off Meeting, we will consult with the City's Project Manager regarding the preferred communication processes for our public engagement efforts. M³ Consulting will submit its proposed communication plan within 10 days following the Kick-off Meeting and proceed upon approval of the City.

We note that public informational sessions conducted during collection of qualitative and quantitative data collection that contain preliminary findings may suppress participation in anecdotal interviews/public hearings and survey. As such, if utilized, these sessions must be carefully planned and timed and focus on methodology, work plan, time tables and means of public involvement.

Task 1 Legal Analysis

The Legal Analysis outlines the legal standards of *Richmond v. Croson*, *Adarand v. Peña* and their progeny, as well as any other cases around the country, including *Students for Fair Admissions v. Harvard*, 600 U.S. (2023) and *Associated General Selected Vendors of America, San Diego Chapter, Inc. v. California Dept. of Transp.*, 713 F.3d 1187 (2013). Such a legal analysis provides critical insight to current judicial opinions relevant to both MWBE program design and disparity study analysis.

M³ Consulting will conduct an analysis of key legal principles from *Croson*, *Adarand* and their progeny, particularly court rulings from the 5th Circuit Court of Appeals. Further, we will review relevant federal, state and local laws and regulations pertaining to MWBE programs, other race/gender-conscious and race/gender-neutral initiatives, including *Florida A.G.C. Counsel, Inc. v. Florida*, 303 F. Supp. 2d 1307 (N.D. Fla. 2004).

The legal analysis will assist in:

- (1) The refinement of the methodology utilized in the course of performing the Study,
- (2) The analysis of Procurement and MWBE program and practices, and
- (3) The identification of standards governing race- and gender-conscious activities.

Task 2 Procurement and MWBE Culture & Systems Analysis

M³ Consulting has always been ahead of the curve on the importance of and our emphasis on a thorough procurement and MWBE review and analysis, understanding that the organizational and procurement culture and systems impact the procurement outcomes. The Procurement and MWBE Culture and Systems Analysis is a key component in determining



whether MWBEs can participate in the City's procurement opportunities. The review contains two parts:

- Systems analysis
- Culture/climate analysis

Systems Analysis

The systems analysis starts with a review of policies, procedures and regulations impacting the City's procurement operations. M³ Consulting also conducts an abbreviated organizational structure analysis. Data integration issues are addressed during Data Assessment. These analyses allow M³ Consulting to determine whether systems present barriers to MWBEs in their efforts to do business with the City. Our standard subtasks within the Procurement Analysis include:

- Review procurement documents that explain the procurement policies and procedures (and enabling legislation) operative during the study period; this will include the City's procurement and contracting manuals currently in use.
- Review federal, state and local laws governing or impacting the City's procurement and MWBE policies, procedures and practices.
- Review MWBE policies and procedures operative during and prior to the study period.
- Review judicial or administrative data as to allegations of discrimination made against contractors, subcontractors, architects, engineers, vendors, and local governments.
- Gather best practices analysis of innovative procurement and MWBE program initiatives.

Culture/Climate Analysis

Through the use of confidential one-on-one interviews with the City's personnel and our proprietary procurement diversity "Values, Attitudes and Perceptions" survey, M³ Consulting seeks to gain an understanding of the assumptions driving the organization's viewpoints and values related to the inclusion of MWBEs in the City's procurement and contracting opportunities.

This analysis also allows us to determine actual practices by procurement personnel that may be inconsistent with policies and procedures and/or discriminatory and exclusionary. Often, this qualitative data provides more insight into the public entity's way of doing business than anecdotal interviews. The steps we will take are as follows.

- Through customized and private SurveyMonkey link, we will conduct and analyze results of the procurement diversity "Values, Attitudes and Perceptions Survey" to be administered to the City's executives, senior management, procurement officials, purchasing agents, construction and facilities personnel, MWBE Program personnel and other staff identified by the City with procurement and contracting responsibilities.



- We will Interview prime contractors, subcontractors, vendors, consultants, procurement officials, purchasing agents, and management information systems managers, as well as inspectors, construction managers, and representatives of trade and professional associations, to the degree that is practical.
- We will Interview the City’s MWBE Program personnel, procurement personnel and senior management to determine the integration of MWBE program objectives into the daily operations of the City. When reviewed along with other marketplace attitudes toward MWBEs, this information will facilitate a determination of the economic injury to MWBEs if the MWBE policies of the City were to be discontinued.

Procurement Findings

The procurement culture and systems analysis will provide three important outputs:

- (1) critical information about data to be collected (through knowledge of who makes contracting and purchasing decisions and other important context for interpreting utilization data),
- (2) identification of “barriers” to MWBE participation (either discriminatory or not) and,
- (3) the City’s MWBE Program effectiveness in enhancing the ability of MWBEs to do business with the City.

With these outputs, M³ Consulting will be positioned to make both race/gender-conscious and race/gender-neutral recommendations that lead to transformative and sustainable changes in diverse and inclusive procurement outcomes.

Task 3 Data Collection

Our project team engages in a detailed triage and thorough review of contracting data elements captured and maintained within the various systems utilized by the City. With a keen understanding of the City’s data ecosystem, M³ Consulting is positioned to perform the Disparity Study effectively and efficiently. We have a wealth of experience in system integration and understanding of systems architecture.

We will collect the City’s procurement data for procurements totaling \$100,000 or more per year for the five-year study period from July 1, 2019 through June 30, 2024. The graphic below highlights the four pillars of our data collection and analysis process of the City’s MWBE and Non-MWBE participation in contracting opportunities. These four process pillars support the final data analysis, during which the receipt of electronic data is confirmed, and the data is scrubbed in preparation for the upcoming Statistical Analysis tasks.



Data Request	• Identify ideal data elements utilized to conduct the study
Data Assessment	• Gather data from interviews with the City's project team and departmental staff, perform data review, determine volumes of data and locations of data
Data Matrix/Plan	• Develop collaborative document outlining results of assessment and detailing conditions, volumes and expectations that guide data collection efforts
Data Collection	• Collection efforts are impacted by availability of data and responsiveness of client to inquiries about data

Data Collection Process Pillars

1. Data Request
2. Data Assessment
3. Data Collection Matrix / Plan (to include recommendations for the City regarding data collection and maintenance for future disparity studies)
4. Data Collection

The first pillar of M³ Consulting's evaluation of the City's contracting efforts begins with a comprehensive data request document. The data request outlines the desired data elements used to conduct the Disparity Study. More importantly, the data request begins the process of facilitating the understanding of which data elements and software systems are currently utilized by the City to capture contracting data along with the City's departments that have oversight and management roles. The data request is submitted to the City at the point of award and thoroughly discussed during the Disparity Study's Kick-off Meeting.

M³ Consulting submits the data request prior to the Kick-off Meeting to allow the City and stakeholders to review the request in preparation for the Kick-off Meeting's discussion. Our experience has shown this to be a critical starting point to allow for conversations around data availability from the City and the requested elements' importance and impact on the Disparity Study. We want to ensure that the City's key stakeholders operate with a common understanding of the Study's performance objectives and the trends we will monitor.

The Kick-off Meeting would include individuals from the City responsible for procuring the contracting groups of goods (including apparatus, supplies, materials and equipment), services (professional and general), and construction (including alteration, construction, repair and erection), as well as staff who solicit, award, execute, receive goods/supplies and services, accept invoices, and ultimately remit payment. M³ Consulting advises clients and makes data capture recommendations, in part, as a result of the in-depth discussions and information gleaned during the Kick-off Meeting and throughout the engagement.

The data assessment, the second pillar, conducted ideally shortly after the Kick-off Meeting, allows M³ Consulting to begin to interface with the City's leadership and staff who were identified during the meeting as persons responsible for providing the requested data for the



Study. During the data assessment, M³ Consulting is investigating the current data landscape to understand condition (electronic vs. hard-copy), location (on-site vs. archived) and volume of data for the five-year study period from July 1, 2019 through June 30, 2024.

The data assessment further helps define the data ecosystems' connectivity or opportunity areas to address silos and other factors impacting data collection timelines and completeness of data needed for a reliable data analysis. Additionally, M³ Consulting's ability to navigate and understand procurement from the point of award (Contracts Data), point of contract execution (Purchase Order) and point of Payment is vital to a robust triage of the City's contracting efforts and identification of issues impacting MWBE participation, i.e., Subcontractor substitutions or lack of payment.

A formal data assessment is necessary in order to develop a practical approach for collecting contracting, purchasing data, payments and vendor/bidder and subcontractor data for the study period.

The third pillar, the data collection plan/matrix, considers those combined lessons learned from the data request discussion and data assessment. Copious notes are compiled, and M³ Consulting produces a data collection plan. The data collection plan is a collaborative effort with the City and is designed to fully appreciate and report the findings as a result of the triage of the data ecosystem. Within the data assessment, M³ Consulting will identify which departments manage and maintain the requested data elements as well the location, volume, condition, and City staff responsible for access.

M³ Consulting uses the data collection plan as the roadmap for actual data collection. The data collection plan outlines a data collection schedule that is agreed upon or modified where necessary. M³ Consulting has found the collaborative nature of the data collection has resulted in efficient and effective efforts that minimizes impact on the City's daily operations. Furthermore, the data team begins to confer with the procurement team to begin the process of systems and cultural issues impacting MWBE participation in the City's opportunities.

The data collection plan includes the indicator metrics we will report and the trends we will monitor. The data collection schedule provides the frequency of data collection between the City and our data collection team.

The final pillar, the actual data collection, commences based on the data collection plan's roadmap and schedule. The schedule contained within the data collection plan and agreed upon by both the City and M³ Consulting, allows for visibility and accountability. M³ Consulting has found the schedule to be a vital component in ensuring project milestones are achieved and the project remains on track for completion on time and within budget. If issues arise during data collection, M³ Consulting refers to the data collection plan once the issues rise to a level which requires input from the City's Project Manager/staff.

We meet consistently and continue collaboration with the City's stakeholders to review and improve our progress towards meeting the stated performance goals in the data collection

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plan, and continue to use real-time data to track performance, identify best practices, and address any challenges in an efficient and effective manner.

M³ Consulting will use the data provided to us by the City in addition to the specific data sources listed in the table below when collecting data. We will focus our analysis on MWBEs and their availability/utilization in the contracting/procurement categories in the Greenville area.

Summary of Data Sources for Statistical Analysis		
Availability	Utilization	Master MWBE Listing
Bidder and Sub-bidders from bid tabulations, hard copy contract files and prime contractors	Contract and subcontract award data from hard copy contract files, especially for Construction and Professional Services	City certification lists covering all categories listed in RFP, to degree available
Awardees and Sub-awardees from payments, purchase order and hard copy contract files	Census of Purchase Order Data for the study period if in electronic formats; sample of PO data if in hard copy formats	All public entity certified lists within the relevant market, covering all categories listed in RFP
Vendor list for current year, preferable purged	Accounts payable data for the study period, covering all commercial transactions, including P-Cards, and excluding employees, government and non-profit transaction	Other organization's MWBE listings, such as Chambers of Commerce; Minority and Women Trade Organizations
City certification lists covering all categories listed in RFP to the degree available	Invoices and Pay Applications for A&E and Construction	
Other public agencies' bidder, vendor and awardee data (<i>upon client request</i>)	City's Registry of Building Permits to the degree possible	
City's business license data, and other appropriate regional or federal databases to the degree available	Dodge Construction Data	
D&B Hoovers / Data Axle Data for 1-year period		

All data collected will be sorted into the race/ethnicity/gender categories for the relevant market, and by the procurement categories of the City's contracting groups.

Separate databases will be developed for availability, utilization and disparity analysis by NIGP, NAICs or other Commodity Code, *to the degree possible*. We will provide a cross-reference key for each Commodity Code that correlates NIGP to NAICS codes. If there are



any gaps in subcontractor data, M³ Consulting will survey and/or call prime contractors where appropriate for this information.

In the areas of both construction and engineering/architectural services, M³ Consulting suggests calculating availability and utilization both in the aggregate and in their specialty trades at the prime and sub levels to the degree that data permits. Typically, M³ Consulting requires construction to be divided up into sub categories such as heavy construction; mechanical, electrical, plumbing, and heating/ventilation/air conditioning; and for design—architects, structural, civil, mechanical, environmental, and materials engineers; computer software and hardware engineers; transportation and survey engineers; and survey drafters.

M³ Consulting will create a Master MWBE listing, utilizing the certification list from the City and other entities. This listing will be utilized to identify MWBEs in the various databases to calculate availability and utilization. We use manual and electronic methods to clean data, and use Excel, SPSS and SAS for statistical analysis. The adequate execution of the four pillars will allow for the sound computation of the data analysis.

Data Analysis

Once data collection is complete and the City has reviewed and signed-off on the data summaries, M³ Consulting will proceed to data analysis. Here, we will compute relevant market, availability and utilization tables. Similar to data summaries, we will compute disparity ratios, *only after review and discussions with the City of relevant market, availability and utilization tables.*

Our process ensures quality control and cost containment. By conducting discussions with the City of data results as we proceed through the analysis, as opposed to waiting until all analysis are completed, we are able to ensure that our final tables meet the City's expectations and that we do not have to make changes or corrections at a point that would require us to completely undo and redo our analysis.

Task 4 Relevant Market Analysis

Regarding the geographic boundaries of the relevant market, the M³ Consulting team will test the assumption that the relevant market for the City is the vendors, payees, and contractors who have their principal place of business in the Greenville-Kinston-Washington Metropolitan Statistical Area (MSA), which includes the counties of Pitt, Lenoir, and Beaufort.

The M³ Consulting team will define and recommend the City's Relevant Marketplace under current legal standards and explain how and why this Relevant Marketplace is applicable to the City for this study. The identification of the relevant market will be tested, using data from the City's contract, purchase orders, vendor registration, and payments files. By determining the location of bidders, vendors, and contract award winners for each category of procurement, M³ Consulting can test the accuracy of the assumption.

The calculation of relevant market geography is performed by acquiring data that contains the addresses (at least zip code) of, respectively, bidders, vendors, and contract award



winners. Then a percentage distribution of firms is calculated based on geographical location starting with the Greenville area and then moving outward in a concentric fashion. While case law does not specify a minimum threshold percentage of bidders or vendors, it is reasonable to require approximately 70-75 percent as a minimum. In addition, there are also practical jurisdictional concerns in extending the relevant market too far out.

Sample Relevant Market						
Relevant Market Summary: Professional Services						
	MSA	SF Bay Area	CSA	CSAPlus	State	Nationwide
	%	%	%	%	%	
Bidder/Subbidders	59	63	63	68	85	158
Bidders/Awardees	50	56	57	61	75	605
Purchase Order Counts	51	56	56	63	77	1,645
Payments Counts	54	59	59	64	86	4,079
Purchase Order Dollars	70	71	72	74	84	\$ 78,788,183
Payments Dollars	63	64	65	68	82	\$ 38,342,500

Source: M³ Consulting; Client Procurement Bidder Data, PeopleSoft Final Data, Client Planning and Development Work Plan Data; Client OCR Vendor Payment Tracking Data; Client Planholders; Client Vendors

The M³ Consulting team will determine the relevant subindustries for each industry of the City’s procurement, by industry. Based on the results of the relevant market analysis described above and the determined relevant subindustries, we will describe the subindustry and geographic focus for the study for each of the City’s primary contracting groups for goods (including apparatus, supplies, materials and equipment), services (professional and general), and construction (including alteration, construction, repair and erection). For each industry, we will display the subindustries that define most City procurement dollars and the relevant geographic market areas that account for the locations of firms receiving most of the dollars for industries.

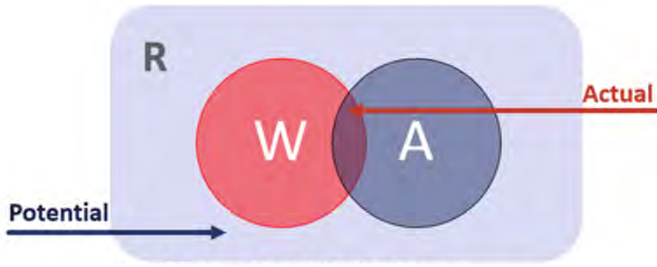
We will classify the contracts typically awarded by the City based on five-digit NIGP codes and the amounts spent in each contracting group. We will provide a cross-reference key for each Commodity Code that correlates NIGP to NAICS codes; analyze and provide results in the aggregate by contracting group and by contract value ranges; and identify and quantify scopes of work in which the City awards contracts for which there are limited or no available firms in the relevant marketplace.

Task 5 Availability Analysis

The M³ Consulting team will generally employ two approaches to measuring availability: the Ready, Willing and Able (RWASM) Model, and Marketplace Availability Model based on U.S. Census Data. (D&B Availability will also be reviewed under our Marketplace Analysis.) The graphic below illustrates our Availability Model.



M³ Consulting, Inc. Availability Model



The RWASM estimate, developed by M³ Consulting, is motivated by the Croson requirement of measuring “the number of qualified minority contractors willing and able to perform a particular service” (availability) and comparing that with “the number of such contractors actually

engaged by the locality or the locality’s prime contractors” (utilization). The basic assumption underpinning RWASM estimates is that a business must exist and actively seek to do business with a particular entity to be included in the pool of businesses available to perform on entity contracts.

- **Ready**—firms that exist
- **Willing**—firms understand the requirements of the work being requested and want to perform the work
- **Able**—firms with the capacity to do the job

In its Croson decision, the U.S. Supreme Court criticized the City of Richmond because it “does not even know how many MBEs in the relevant market are qualified to undertake prime or subcontracting work in public construction projects” [emphasis added.] Not all existing firms may want to contract in the public sector. It is conventionally recognized that the population of firms ready, willing, and able to do business with the public sector is actually a subset of the universe of firms in the general marketplace. RWASM attempts to capture ‘actually available’ with most importance given to firms that actually sought work via bids/proposals to work with the City at prime and sub-contractor levels.

A broader measure would look at ‘potentially available’ firms i.e., at various lists from other entities in the area and most broadly at U.S. Census and D&B data, which is more of a ‘phone book’ count of firms in the Greenville area. Thus, the RWASM Model more closely accounts for those firms that actively seek work with the City. In principle, this approach to measuring availability is potentially more accurate than other approaches because both MWBEs and Non-MWBEs must have met minimum standards of interest in and willingness to conduct business with the City, and this approach identifies such firms.

M³ Consulting will develop availability estimates using the following marketplace information:

RWA SM Availability Levels	Vendors, bidders, awardees
Marketplace	U.S. Census (D&B and Business Licenses in Marketplace Analysis)
• By Race/Ethnicity/Gender	Certification lists, along with D&B MWBE and other certified firm identifiers (MWBE status will be identified) and the Local Small Business Directory
• By Procurement Category	A&E, Construction, Goods & Supplies, Professional Services, and Non-Professional Services
• By Location	City, County, MSA, State or Nationwide
• By Commodity Code	NIGP, NAICs and/or the City’s purchasing commodity/service codes, <i>data permitting</i>



Sample Availability RWA Table: Levels 1-4								
Total Availability, Client 2011-2014								
Nationwide								
	Level 1		Level 2		Level 3		Level 4	
Race/Ethnicity/Gender	#	%	#	%	#	%	#	%
Non-M/W/DBE	1229	70.03	3087	82.41	3261	82.29	4733	82.64
African American	92	5.24	110	2.94	117	2.95	178	3.11
Asian American	114	6.50	127	3.39	130	3.28	187	3.27
Hispanic American	94	5.36	102	2.72	109	2.75	131	2.29
Native American	2	0.11	2	0.05	2	0.05	2	0.03
Other MBE	3	0.17	3	0.08	5	0.13	16	0.28
Total MBE	305	17.38	344	9.18	363	9.16	514	8.98
Caucasian Female	95	5.41	108	2.88	122	3.08	140	2.44
Total M/W/DBE	400	22.79	452	12.07	485	12.24	654	11.42
D&B MWBE	126	7.18	207	5.53	217	5.48	340	5.94
Total	1755	100.00	3746	100.00	3963	100.00	5727	100.00

Source: M³ Consulting: Client Procurement Bidder Data, PeopleSoft Final Data, Client Planning and Development Work Plan Data; Client OCR Vendor Payment Tracking Data; Client Planholders; Client Vendors

*MSA—Consists of counties of xxx

Level 1: Bidders and Sub-bidders

Level 2: Bidders, Sub-bidders, Formal and Informal Awards from PeopleSoft Data

Level 3: Bidders, Sub-bidders, Formal and Informal Awards from PeopleSoft Data, Prime/Sub Payees from Work Plans and VPTS data

Level 4: Bidders, Sub-bidders, Formal and Informal Awards from PeopleSoft Data, Prime/Sub Payees from Work Plans and VPTS data, Planholders, Vendors

Through a comparison of actual and potential availability measures and *through surveying of the City's bidders for a "deeper dive"*, M³ Consulting will seek to determine whether there is evidence that racial, ethnic or gender discrimination adversely affects the availability and/or willingness of MWBEs to do business with the City.

Task 6 Utilization Analysis

The analysis of utilization will include a full discussion of the appropriate base for MWBE utilization (i.e., what types of agency spending are typically excluded from the City's calculation of MWBE utilization). Sole source, emergency purchases, and limited source equipment purchases will be treated as well. Utilization by funding source and NIGP/agency commodity/service code will also be calculated data permitting. M³ Consulting anticipates being able to report the following contracting/purchasing activity by MWBE category, as well as by procurement type, data permitting: ¹

- The number and percentage of MWBEs and non-MWBEs awarded contracts, payments, or POs, as prime and subcontractors; and designers/consultants and sub-consultants.
- The percentage of contracts received by prime and sub-contractors and designers/consultants and sub-consultants.

¹ The M³ Consulting team will separate contracts that are not locally funded, specifically those receiving funding from Federal DBE Programs or similar programs.¹

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- The percentage of dollars invoiced or disbursed to prime, sub-contractors, designers/consultants, and sub-consultants.

Our analyst team will also provide, at a minimum, summary results for the five commodity codes with the highest utilization in dollars for each contracting group and discuss the relative impact on the overall measure. We will provide a summary of the number of certified and non-certified MWBEs relative to the total business population within the Relevant Marketplace, within the specified contracting group, and by Commodity Code.

Presenting these different measures of utilization will facilitate the interpretation of disparity ratios by illuminating potential reasons for disparity that may also point to nondiscriminatory factors. M³ Consulting will also conduct “deeper dives” of utilization by analyzing data and trends in these areas:

- Net Prime, Subcontractor, Prime + Subcontractor
- Federal vs. Non-Federal dollars
- Top Ten Bidders and Awardees
- Outliers
- City-certified MWBE vs. Non-MWBE firms
- Trends in contract award, purchase order, and payments utilization
- P-card and Cooperative agreements to the extent available
- Overconcentration
- Utilization on goal and non-goal projects

Sample Utilization Table										
Architecture and Engineering										
Pure Prime + Subcontractors										
Client Relevant Market, 2011 - 2014										
MSA										
	Pure Prime + Sub		Pure Prime Only		Subcontractors Only		Federal Prime + Sub		Nonfederal Prime & Sub	
Ethnicity	\$	%	\$	%	\$	%	\$	%	\$	%
Non-M/W/DBE	\$59,019,734.00	61.06	\$34,721,756.00	58.71	\$24,297,977.00	64.76	\$26,541,208.00	60.52	\$32,478,525.00	61.50
African American	\$7,142,603.00	7.39	\$2,952,491.00	4.99	\$4,190,112.00	11.17	\$6,555,424.00	14.95	\$587,180.00	1.11
Asian American	\$22,609,351.00	23.39	\$15,911,699.00	26.90	\$6,697,652.00	17.85	\$4,347,004.00	9.91	\$18,262,347.00	34.58
Hispanic American	\$1,322,732.00	1.37	\$1,140,424.00	1.93	\$182,308.00	0.49	\$182,308.00	0.42	\$1,140,424.00	2.16
Total MBE	\$31,074,686.00	32.15	\$20,004,614.00	33.82	\$11,070,072.00	29.51	\$11,084,735.00	25.28	\$19,989,951.00	37.85
Caucasian Female	\$2,367,152.00	2.45	\$1,287,444.00	2.18	\$1,079,709.00	2.88	\$2,025,683.00	4.62	\$341,469.00	0.65
Total M/W/DBE	\$33,441,839.00	34.60	\$21,292,057.00	36.00	\$12,149,781.00	32.38	\$13,110,419.00	29.90	\$20,331,420.00	38.50
D&B MWBE	\$4,202,529.00	4.35	\$3,131,190.00	5.29	\$1,071,339.00	2.86	\$4,202,529.00	9.58	\$0.00	0.00
Total	\$96,664,101.00	100.00	\$59,145,004.00	100.00	\$37,519,097.00	100.00	\$43,854,156.00	100.00	\$52,809,945.00	100.00

Source: Client, M³ Consulting

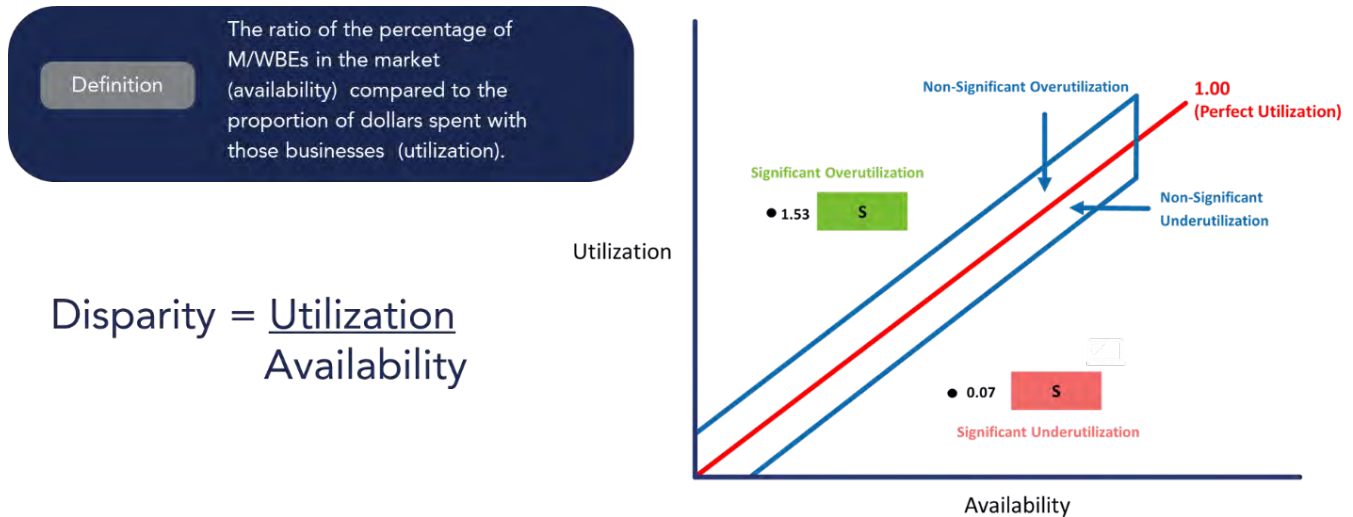
Under Task 8: Capacity Analysis, M³ Consulting will conduct our Threshold Analysis, allowing an analysis of MWBEs at informal (below \$50,000) and formal purchasing thresholds. We will seek approval of all sampling methods from the City prior to implementation.

Task 7 Disparity Analysis and Statistical Significance

M³ Consulting will calculate disparity ratios to compare the availability of MBEs and WBEs with their utilization to assess any statistically significant over-utilization or under-utilization of these groups. The disparity ratio will be calculated by year, location, procurement category, prime



and subcontractor status, race, ethnicity and gender status. A disparity ratio equaling 1.0 would be nominal evidence of a balance between percentage availability and percentage utilization, i.e., 'parity.' The graphic below illustrates this concept.



M³ Consulting will calculate multiple disparity ratios for each procurement category by dividing the availability percentage (using RWASM and Marketplace Availability) by the utilization percentage calculated as:

- The percentage of contracts (both count and dollars) awarded to firms owned by each group (based on hardcopy prime and subcontracts data; and,
- The percentage of POs invoiced (count and dollars) by each group (based on PO data); and,
- The percentage of dollars actually paid to firms owned by each group (based on accounts payable data).

Disparity ratios will be developed by race/gender, location, procurement category and industry, if appropriate, as well as by size of contract award (thresholds). Further, M³ Consulting has developed a model to determine the statistical significance of the calculated ratios with an acceptable confidence level of 95 percent, thus providing a strong measure of assurance that differences from 1.0 are not a result of chance occurrences. M³ Consulting presents tests of significance based on the binomial distribution. We will review any previous utilization reports, if available, to determine any trends.



Sample Disparity Table										
Pure Prime + Subcontractor Utilization vs. RWA Availability Level 3										
Construction										
Client Name, Relevant Market, 2011 - 2014										
CMSA										
Ethnicity	2011		12-Feb		2013		2014		Period	
	Ratio	Significance	Ratio	Significance	Ratio	Significance	Ratio	Significance	Ratio	Significance
Non-M/W/DBE	1.17	S	0.72	S	1.23	S	1.12	S	1.12	S
African American	0.76	S	0.29	S	0.24	S	0.60	S	0.64	S
Asian American	0.30	S	1.72	S	0.71	S	0.74	S	0.56	S
Hispanic American	0.72	S	0.30	S	0.67	S	0.73	S	0.67	S
Other American	0.00	S	0.00	S	0.00	S	0.00	S	0.00	S
Total MBE	0.57	S	0.80	S	0.56	S	0.69	S	0.62	S
Caucasian Female	0.54	S	0.24	S	0.28	S	0.33	S	0.45	S
Total M/W/DBE	0.57	S	0.69	S	0.51	S	0.62	S	0.58	S
D&B MWBE	0.86	S	3.66	S	0.58	S	1.04	NS	1.16	S

Source: Client Procurement, Client PeopleSoft Financial Management Information System, Client VPTS Data; Client On-Call Data; M³ Consulting
 Significance is S and Ratio is Greater than 1—Statistically Significant Overutilization; Significance is S and Disparity Ratio is Less than 1 –Statistically Significant Underutilization
 Significance is NS and Ratio is Greater than 1—Over utilized, but not Statistically Significant; Significance is NS and Disparity Ratio is Less than 1 – Underutilized, but not Statistically Significant ND: Not Defined

Task 8 Capacity Analysis

An important element in explaining any disparities observed is MWBE capacity. Parties seeking to clarify what the U.S. Supreme Court meant by qualified minority contractors generally raise the capacity issue. Proxies of capacity cannot adequately capture the ability of firms since it is difficult to quantify or measure using any single measure. Three measures of capacity are generally utilized: threshold analysis, regressions based on survey and weighted availability. M³ Consulting conducts threshold and regressions analysis based on survey, along with capacity based on Census SBO and D&B number of employees and revenues and regressions based on Public Use Microdata Samples (PUMS).

Through these analyses, M³ Consulting will examine differences in capacity of firms based on race and gender using established statistical methods and also examine whether race/gender and ethnicity still impact the participation decision once a set of variables that proxy capacity are controlled for. If race/gender/ethnicity are found to be statistically significant in the utilization of firms, M³ Consulting will examine possible factors that explains this result. This would include environmental factors, such as business formation (and hence lack of available MWBEs), access to credit, access to bonding and surety and other possible barriers that may impede MWBEs from being available to do business.

The analysis may be probative in determining whether capacity has had some impact on the participation of MWBEs in the City’s contracting opportunities. As such, M³ Consulting will take into consideration capacity in determining whether there is a quantum of evidence to support race and gender as critical factors impacting MWBE availability and utilization.



M³ Consulting will address capacity in the following ways:

- Threshold analysis—M³ Consulting was the first firm to conduct the threshold analysis, principally as a way to determine whether MWBEs were receiving contracts in lower thresholds where capacity should not be an issue. We considered this measure an “indication” of capacity.
- Regressions based on survey—this measure of capacity is generally most widely accepted. However, this analysis is usually severely limited by non-responsiveness of survey respondents to survey questions such as largest contract awarded, bonding limits and gross receipts. Further, based on the methodology employed by some, many of the firms included in the survey do not meet the ready, willing and able requirements for the public entity under review. (See also our Task 10 for further discussion of survey parameters.)
- PUMS Analysis, Disparities in Business Formation—another constraining factor impacting disparity and capacity is the rate of business formation that may be considered ‘but-for-discrimination’. The question arises whether more minority firms would have formed had they been similarly situated as white males.

M³ Consulting will perform this analysis using PUMS to illuminate the impact of the marketplace on the growth and development of MWBEs. The specific issue to be investigated is to identify the factors that affect the self-employment decision and subsequent business formation, for minorities and women, and non-minority males. The statistical technique at the core of this analysis also is regression.

In summary, the PUMS data will be used as an additional tool to analyze private sector participation by MWBEs, and to gauge the impact of financing issues on the self-employment decision.

Market Analyses

Task 9 Anecdotal and Survey Analysis

The Anecdotal Analysis involves engaging the community to determine the experiences of Non-MWBE and MWBE firms in attempting to do business with the City and in the marketplace. Information is sought from various perspectives. Business owners are interviewed and surveyed to determine their direct experiences. Organizations supporting businesses, particularly MWBE firms are also explored and interviewed to provide a perspective on resources available to support these firms’ growth and their effectiveness in doing so, as well as their observations on issues impacting MWBE firms from capacity to management skills to discrimination in the public and private sector.

Anecdotal Data Collection Plan

M³ Consulting will provide an Anecdotal Data Collection plan that includes:

1. Data gap analysis and impact on anecdotal sampling. We will also discuss the impact of data gaps on our decision to conduct the survey by either mail or email.



2. Communications and Outreach Plan, including website development.
3. Facilities Plan, covering location of one-on-one interviews, focus groups and public hearings.
4. After discussions with the City, final determinations of the mix of individual interviews (i.e., 1:1 interviews), focus groups, and public hearings (within the budget quoted); and,
5. Public Hearings plan, which will be developed after discussions with the City on possible scenarios for conducting the public hearings, desired objectives, and desired timing of public hearing.

Data Collection and Analysis

During the Statistical Analysis, M³ Consulting will have collected and cleaned the data from which the Anecdotal sample will be pulled. M³ Consulting seeks to ensure, at that juncture, that all data elements needed for all analysis are collected. In creating a pool of firms from which a statistically random sample will be drawn, M³ Consulting will consider the City's vendor and bidder data, the City's certification list, along with other public entities' certification lists, and Dun & Bradstreet data.

During the Statistical Analysis Data Assessment, these lists will also be reviewed for data gaps relevant to the Anecdotal and Survey Analysis, such as address, email and telephone. Furthermore, the survey will also have been administered and results tabulated under the Statistical Analysis, as Sections 1, Business Background and Owner Experience and 2, Business Capacity of the Survey Instrument are utilized for the Capacity Analysis, while Sections 1 and 3. Business Marketplace Experience are utilized for the Anecdotal and Survey Analysis.

The anecdotal analysis consists of the following three components, along with the Survey discussed under Task 10:

- Hold three (3) Focus Groups,
- Conduct twenty (20) Stakeholder/One-on-One (1:1) Interviews, and,
- Hold one (1) Public Hearing to provide study updates, answer questions and address concerns.

M³ Consulting collects anecdotal data utilizing multiple techniques to ensure that we have the opportunity to receive authentic perceptions from a diverse group of businesses. While public hearings allow us to reach a large number of firms at one time, one-on-one interviews and focus groups often yield more sensitive comments, as these interviews are conducted confidentially. Additionally, public hearings give all firms the opportunity to speak; however, random sampling and confidentiality of one-on-one interviews ensure that we reach firms other than those firms that typically express their concerns at public meetings. Interested parties are given multiple avenues to participate and provide feedback.

In compliance with the RFP, the anecdotal information will be obtained from surveys, focus groups, 1:1 interviews, and City Council Meetings.



We will document any particularized accounts of marketplace discrimination, including details about the forms of discrimination experienced (e.g., stereotypical attitudes, “good old boy” networks, unequal access to capital, unfair denial of opportunity to bid, unfair denial of contract awards, bid shopping, bid manipulation, price discrimination by suppliers, double standards in performance), background about incidents (i.e., who, what, when, why, how), and whether/how such incidents may have impeded the formation, growth, availability, or utilization of MWBEs within the relevant marketplace.

As part of Gender/Race Neutral Analysis, M³ Consulting will also interview members and officials from community and trade organizations and financial institutions. Consequently, the interviews will account for substantially all stake-holding groups (businesses, trade associations, unions, community leaders, etc.) in the relevant market. M³ Consulting anticipates that anecdotal testimony will be collected from approximately 100 participants through one-on-one interviews and focus groups, along with observations from race neutral interviews (number to be determined) and the City’s procurement interviews. Additionally, testimony will be obtained through public hearings. The anecdotal testimony will be further buttressed by survey findings.

M³ Consulting has a well-developed questionnaire to guide this anecdotal interview process. The questionnaire will be adjusted to conform to issues facing the City. General areas of inquiry explored will include:

- Market conditions regarding what it takes to be competitive.
- Barriers for minorities and women to join unions or trade associations.
- Barriers for any new firm to entering a particular line of business, including access to credit, bonding and insurance.
- Expected growth of firms in the industry, the profitability of public sector contracts versus private sector contracts.
- The existence of various manifestations of discrimination.
- Differences in treatment in public vs. private sector.
- The viability of various race neutral remedies such as technical assistance, financing and bonding assistance, and good faith efforts; and,
- The viability and necessity of race-conscious remedies such as goals and set-asides.

M³ Consulting will provide the City with the initial work product/instruments for the Survey Analyses and Focus Group Sessions.

Task 10 Marketplace Analysis

Marketplace Analyses determine MWBE participation in both public and private sector opportunities. Similar to the Capacity Analysis, we will conduct the Marketplace Analysis on City-specific data, surveys, or data with specific firm names that can be cross-matched against our Master MWBE list.



Factors such as education and employment, as well as other factors that impact business formation and self-employment are also analyzed in this analysis. We also examine the market for nascent business opportunities and barriers for firms to start construction-related businesses.

Economic² and legal literature has shown that discrimination has impeded the formation, development and expansion of minority and women owned firms. Blanchflower (2009)³ studied minority self-employment overall and particularly in the construction industry and examined the role that affirmative action programs have played in this context. Blanchflower points out that, while the Croson case in 1989 made it very difficult to maintain affirmative action programs, since the turn of the millennium multiple cases have changed the course of that discussion in the other direction, with courts declaring a number of programs constitutional.

Croson speaks to the importance of the effects of private sector disparities for justifying MWBE programs. Croson noted that if the City of Richmond “had evidence before it that non-minority contractors were systematically excluding minority business from subcontracting opportunities, it could take action to end the discriminatory exclusion.” Croson did not say that this held only for exclusion of MBEs from subcontracts on contracts with the public sector. Croson also held that the City of Richmond’s passive participation “in a system of racial exclusion practiced by elements of the local construction industry” would be sufficient grounds for the City of Richmond to “take affirmative steps to dismantle such a system.”

M³ Consulting conducts several analyses to gain a better understanding of factors in the market area that may limit participation of MWBEs in the bidding process at the City. This may include lack of experience, entrepreneurship, access to capital, and the role of the private sector by intentional or unintentional non-inclusion of MWBEs in contracting opportunities, thus limiting capacity building of these firms. We examine these factors to try to explain demographic differences in availability and capacity of firms based on the marketplace factors that may impede participation. These include:

- Barriers to Entry and Development
- Differences in Rate of Business Formation
- MWBE Participation in Private vs Public Sector Construction
- MWBE Access to Capital

Factors Impacting Business Formation

Barriers to Entry and Development

An examination of population by race/gender/ethnicity alongside the growth in civilian labor force provides a picture of the demographics and availability of skilled and unskilled labor

² Blanchflower, D.G., Levine, P., Zimmerman, D.: Discrimination in the small business credit market. *Rev Econ Stat* 85(4), 930–943 (2003); Blanchflower, D.G., Shadforth, C.: Entrepreneurship in the UK. *Found Trends Entrepreneurship* 3(4), 257–364 (2007)

Blanchflower, D.G., Wainwright, J.: An analysis of the impact of affirmative action programs on self-employment in the construction industry. National Bureau of Economic Research, Inc., NBER Working Papers # 11793 (2005)

³ Blanchflower, D.G., “Minority self-employment in the United States and the impact of affirmative action programs”, *Ann Finance* (2009) 5:361–396.



available in the area by race, ethnicity and gender. Any barriers to entry into the labor force, such as education, work experience, both time and type may limit or discourage minority and women from entering into the construction and engineering industries, as well as in other professional and non-professional industries, as employees or entrepreneurs. M³ Consulting will review Census labor force data, augmented, to the degree available, by labor force data from the Department of Labor, local workforce or industry groups.

An analysis of education and experience using Census EEO data provides a picture of the education and occupational differences in minorities and women, if any. While education may not be a prerequisite in some construction jobs, it may impede participation in many professional and A&E industries and in supervisory and managerial positions in construction. We examine the data by various construction and non-construction occupations, as well as professional and non-professional positions, to examine if minorities and women are under-represented in certain occupations.

Differences in Rates of Business Formation

In this analysis, we will discuss the differences in rates of business formation among various race/ethnic/gender groups to see if minorities and women differ in entrepreneurship compared to white males in the general marketplace. If so, this may explain the lower participation of MWBEs in participating in the bidding and certification process with the City. Factors creating those differences will have been discussed previously under the Capacity Analysis.

Comparison of MWBE Participation in the Private vs Public Sector Construction Industry

A significant amount of attention is paid to the participation of MWBEs in the construction industry at both the prime and subcontracting levels. Construction tends to be a major expenditure for public entities and a substantial opportunity for subcontracting, where MWBEs may have more capacity to participate. M³ Consulting seeks to determine the levels of MWBE participation in private sector opportunities and barriers to entry to determine whether there is discrimination and/or exclusion in the construction industry.

- Census EEO Data on Apprenticeship and Employment: For the Construction industry in particular, as part of a general assessment of barriers to the growth and development of MWBEs in the relevant market, a specific inquiry into the Construction Trades will draw on available Census EEO data on apprenticeship and employment in various apprenticeable occupations. This data will be augmented with available data from the City's apprenticeship board and program data from local job-training programs operated by agencies under the Job Training Partnership Act (JTPA).
- Building Permits Analysis: Particularly important in determining limitations to minority and women participation in the City's market area is the analysis of building permits. Building permits are an indicator of potential construction contracting activity and owner decision rates in the private and public sectors by the various race, gender



and ethnic groups. Building permits analysis may indicate a nexus between public sector passive participation in private sector discrimination, as discussed in *Webster v. Fulton County*. The City's permit databases will offer some insight into the extent of MWBE interest/participation and penetration of the private sector of the local construction industry. To the extent the data allows, the present analysis may offer some evidence to the existence of passive participation by the City with discriminatory acts in the private sector.

- Business License - All businesses operating in a jurisdiction should have a valid business license. As such, business license data provides insight into the number of businesses in an area by race/gender/ethnicity. This may point to trends of growth and development in businesses by minority and women, if any, in the marketplace in both the public and private sector.

MWBE Access to Credit and Capital

A major constraint that is noted in literature⁴ is the access to financing for minority and small businesses. The immediate constraint facing this question is the substantial lack of good data on small business lending. To address these problems, on a larger scale, Blanchflower, Levine and Zimmerman (2003), through a national cutting-edge survey, documented that disparities in small business lending are much larger than the disparities in mortgage lending markets. This information has been relied upon by Federal Reserve Bank chairman Alan Greenspan and Ben Bernanke in evaluating bank-lending policies. However, this data is old, and the Federal Reserve has stopped collecting the data on small business financing. Since most entrepreneurs use the wealth created through home-ownership as an important source of funds to supplement any savings that they may have, any barriers to home ownership and hence home equity loans may constrain their access to funds in starting and expanding their businesses.

Utilizing survey data, M³ Consulting will seek to ascertain the extent to which MWBEs, and white male-owned firms experience barriers to financing, i.e., capital and credit in sufficient amounts to facilitate business formation and growth.

Survey

M³ Consulting will seek to perform an analysis of utilization of MWBEs that includes a treatment of similarities and differences in business characteristics (e.g. business size, years in business, number of employees, access to bonding and capital, etc.). To the extent possible, the analysis will facilitate the isolation of MWBE status as a separate factor in determining disparity between availability and utilization of MWBEs. Since contracting and payments data do not contain such detail, M³ Consulting will attain this objective through a survey of the relevant firms.

M³ Consulting proposes an email survey administered to firms on the City's vendor and bidder list, D&B list and other appropriate list to the degree emails are available. A mail survey may be utilized to supplement the email survey, depending on email availability. The survey will



gather information on general characteristics, participation in public and private sector contracting, and experience with potential instances of discrimination, especially with the City. The survey will provide two important strands of information: (1) feedback about availability and capacity of firms; and (2) data that contains characteristics of MWBEs and non-MWBEs for the regression analysis.

Three primary areas of inquiry will be covered in the survey instrument:

- 1) Firm Financial Capacity: number of employees, gross revenues, bonding capacities and rates, lines of credit, financial structure (debt versus equity).
- 2) Firm/Owner History: years of firm experience, years of owner's experience, owner's education, start-up capitalization, method of acquiring business, ownership structure.
- 3) Day-to-Day Business: business market (public or private) focusing on revenue distribution, employment demographics, management structure, marketing efforts, type of goods/services provided, prime or subcontractor.

A second major impetus for implementing a survey is to ascertain the extent to which MWBEs and non-MWBEs experience barriers to financing, i.e., capital and credit in sufficient amounts to facilitate business formation and growth. M³ Consulting will develop survey questions that generate substantial data on the experience of MWBEs and Non-MWBEs in accessing capital and credit. The data compiled will be compared to the national findings. A separate regression analysis is contemplated in this methodology. The regression equations will include as dependent variables measures of success in receiving loans or other credit instruments, as well as dollar values of those credit instruments.⁴ Calculation of standardized regression coefficients, as described earlier, also will be done here for similar purposes.

Task 11 Analysis of Race/Gender-Neutral Initiatives

Race- and Gender-Neutral Analysis determines the effectiveness of race- and gender-neutral programs in increasing MWBE participation in both public and private sector opportunities. M³ Consulting will assess the effectiveness of various measures in increasing MWBE growth and development.

The M³ Consulting team will identify and summarize MWBE initiatives and support organizations and their respective roles in the relevant geographic market areas.

We also review both race- and gender-conscious and race- and gender-neutral programs maintained by other local and state agencies. We will recommend those techniques which might be considered for implementation by the City, including:

- Compile and analyze race/gender-neutral management, technical and financial assistance programs in Greenville and the surrounding area.

⁴ As before, probit or logit regressions will be calibrated for those instances in which the dependent variable is categorical (e.g., received loan/did not receive loan). This will again be constrained by sufficiency of data.



- Interview Directors of Management, Financial and Technical Assistance Programs, as well as Public Sector Directors of non-City MWBE programs to obtain their perspective on issues facing MWBEs, the effectiveness of their programs in addressing those issues and strengthening the MWBE ability to bid and win City contracting and subcontracting opportunities.
- Investigate laws and policies directly relating to procurement and economic development.
- Investigate City and other programs in bonding assistance, small business management and technical assistance, prompt payment plans, contract sizing programs, financial assistance.
- Present data on MWBE anticipation in programs from the Small Business Administration, Small Business Development Centers, and Community Reinvestment Act lending data; and,
- Review other means of deterring discrimination that will be examined include use of set-asides; simplified bidding procedures; and the relaxation of bonding requirements.
- Gather best practices of effective race/gender-neutral techniques.

Task 12 Education & Awareness Campaign/Community Engagement

A comprehensive and legally defensible disparity study requires engaging the business community to gather anecdotal insight about business owners experience doing business with or attempting to do business with the City; however, we have found that the Anecdotal Analysis portion of the engagement should be coupled with an [Education and Awareness Campaign](#) that incorporates all stakeholders that make up the inclusive procurement ecosystem. The purpose of this campaign to educate and provide awareness on what a disparity is to the business community, City leaders, and other stakeholder groups. Often, we have found that stakeholders have different perceptions around addressing disparities in contracting.

On the one hand, the local business community does not understand why disparity studies are done and why they are done often, which can lead to a perception that agencies conduct studies, yet no steps are taken to remedy the disparity within the marketplace. Businesses may not understand that government agencies must conduct a study to implement race-conscious remedies and that the Courts require them when remedies are to sunset.

On the other hand, City leadership may believe contracting goals and opportunities should mirror the population's demographics, i.e., 50% Black population should receive 50% of the opportunities. City leadership may not realize race-conscious goals can only be set based on the disparity between the availability and utilization of businesses within a demographic, and business creation/ownership is often not at the same level as the existing business population.

At M³ Consulting, we recognize that addressing disparities in contracting opportunities necessitates more than conducting disparity studies; it requires a comprehensive strategy that



includes education and awareness-building among stakeholders. Over our years of conducting disparity studies, we have identified a critical need for enhanced understanding and awareness among City staff, councils/boards, politicians, the business community, advocates, and the press/media regarding disparity studies' purpose, significance, and implications.

We have observed a prevailing lack of clarity about disparity studies, their objectives, and the essential role they play in promoting equitable contracting opportunities. This gap in awareness often impedes the implementation of effective race-conscious remedies and hinders the realization of increased MWBE participation in contracting.

To address this critical need for education and awareness, we propose integrating an Education and Awareness Campaign as an integral component of the City's Disparity Study. This campaign will encompass a series of targeted presentations, engaging webinars, and informative information sessions tailored to various stakeholders. *These sessions enhance the transparency and visibility of the disparity study process.*

We recommend this Campaign as an option for the City and will adjust our level of effort based on the City's allocated budget.

The objectives of the Campaign are as follows:

- Clarification of Study Objectives: To elucidate what a disparity study is, what it is not, and why it is frequently conducted, emphasizing its pivotal role in promoting fairness and inclusivity in contracting.
- Importance of Stakeholder Involvement: To highlight the significance of stakeholder roles for City staff and leadership, politicians, the business community, advocates, and the press/media in implementing race-conscious remedies and interpreting study results.
- Interpretation of Study Results: To facilitate an understanding of how to interpret and apply disparity study findings to drive tangible actions for increasing MWBE participation.

By fostering a more profound understanding among stakeholders about the purpose and impact of disparity studies, we aim to empower them with the knowledge and insights needed to effectuate real change. We firmly believe that an informed and engaged stakeholder base is fundamental to fostering an environment conducive to implementing effective strategies that promote greater diversity and inclusion in contracting opportunities.

The Education and Awareness Campaign, seamlessly integrated into our engagement with the City, stands as a pivotal step toward driving substantive and sustainable change that fosters a more equitable business landscape for MWBEs. *M³ Consulting seeks to make this Campaign a linchpin of our high-touch, collaborative, and strategic partnership with the City.*

Task 13 Draft Final Report

M³ Consulting will submit a complete Draft of the Final Report (i.e., Preliminary Report) in electronic form to the City's Project Manager for review and comment no later than 15



months from commencement and 60 days before the Final Report, given we have proposed an 18-month timeline.

Per the RFP, the Draft will outline the initial findings of the study, including data on disparities, root cause analysis, an evaluation of the Equity Accountability System, and analysis of workforce programs.

The Draft Final Report includes these items per our best practice and the RFP requirements, and will be organized within the Report as follows:

- Executive Summary
- Chapter 1: Introduction
- Chapter 2: Legal Analysis
- Chapter 3: Procurement Analysis
- Chapter 4: Statistical Methodology
- Chapter 5: Availability Market
- Chapter 6: Utilization Analysis
- Chapter 7: Disparity Analysis
- Chapter 8: Capacity & Regression
- Chapter 9: Anecdotal Analysis
- Chapter 10: Marketplace Analysis
- Chapter 11: Race-Neutral Analysis
- Chapter 12: Findings & Recommendations
- Appendices

M³ Consulting will request the opportunity to discuss with the City's Project Manager and project staff each and every one of their written comments and our written response to the comments unless written comments are not desired. Within 14 days of receipt of comments from the City's Project Manager, we will revise the report to provide any clarification or supplementation the City identifies as necessary to the provision of a clear, thorough, comprehensive and legally defensible report, and we will submit the revised draft to the City for a final review.

We have found that this process allows the City's Project Manager/staff to ensure that the disparity study is one that they can support and act upon, even if they disagree with its findings and conclusions.

Task 14 Final Report

No later than 30 days after receipt of the feedback from the City on the Draft Final Report, M³ Consulting will submit the complete Final Report. The Final Report incorporates comments received on the Draft Final Report. The Final Report is designed so that it may be used as a basis for future policy development.

As per the RFP, we will present the findings and recommendations, to the City of Greenville Mayor and City Council, and GUC Board of Commissioners.

M³ Consulting will present our material in a clear style aimed to facilitate ease of comprehension and documentation of the main issues raised in the course of the study. We



will provide relevant examples to illustrate our points and highlight elements that reinforce themes or point out singular findings.

The Final Report will contain recommendations on how often a study should be conducted in order to continue to maintain the validity and integrity of the City's MWBE Program. It will be signed by the Project Manager, Larry Scott, and include a description of his credentials that supports his expertise to conduct the analysis.

Once finally approved by the City as complete without the need for further clarification or supplementation, we will provide the Final Report to the City in a manner acceptable to the City. The Final Report will include all methodology, findings, recommendations, spreadsheets, etc., in both hard copy and electronic format.

Conclusions, Findings, and Recommendations: M³ Consulting will collectively formulate the recommendations based on findings in the report. Our recommendations will be based first on the procurement analysis that identifies any barriers to MWBE participation, and will include the following:

- Evaluate whether there is a compelling interest for a race/gender-conscious (MWBE) program for the City. This evaluation will be made at the prime and subcontractor level, according to the availability of data. Utilizing all analysis' findings, M³ Consulting will determine whether any disparity found is primarily due to active and/or passive discrimination.
- Recommend remedies, policies, and programs based on specific findings.
 - M³ Consulting will provide the City with possible goal-setting methodologies based on the policy direction desired by the City and the outcome of the disparity study.
 - The discussion of these narrowly tailored remedies to discrimination against specific groups will include goal-setting methodology transition to program sunset, waiver clauses, graduation provisions, and other attributes to meet Croson's "narrowly tailored" requirement; and,
 - The recommendations will also address race/gender-neutral means of increasing MWBE participation. We note that the overwhelming majority of recommended changes to organizational, culture and data capture changes and procurement policies, procedures and practices are race neutral in nature (*culture and systems changes*).
- Review, analyze, and make recommendations on the various components of the City's MWBE Program, including, but not limited to, program management, data collection, goal setting, certification process, compliance, and outreach programs. This will also include the City's procurement and contracting policies, procedures, manuals, and practices currently in use.



- Provide recommendations for enhancing the City's procurement, MWBE culture and systems, as well as the City's MWBE Program, and initiatives to achieve the objective of increased MWBE participation.
- Recommend enhancements and changes to the City's MWBE Program based on best practices and effective initiatives in the City/County, MSA, State and Nationwide.
- Assess the feasibility of the City providing new programmatic initiatives, either individually or in partnership with other entities, those services that are not currently available via federal, private sector, and local government race/gender-neutral initiatives. The results of this evaluation may suggest innovative approaches to the City's MWBE Program that lessen reliance on race-conscious program elements (e.g. mandatory/voluntary goals).

Task 15 Post-Study Support

Our clients' post-study implementation of MWBE programs takes many forms, including the recalculation of MWBE goals, the transition of race/gender-conscious actions to race/gender-neutral activities, among others. In each situation, the modification of programs has been influenced by the particular findings of individual disparity studies.

M³ Consulting has extensive experience in post-study support for our disparity study clients, including providing:

- Technical Assistance
- Litigation Support
- Program Design
- Monitoring, Contracting, and Procurement Audits
- Drafting Legislation
- Expert Testimony
- Audit Evaluation
- Communications Plan
- Public Hearings

As per the RFP, M3 Consulting is available to assist the City and GUC, if necessary, in revising existing MWBE Program Plans, including preparing proposed program initiatives and assisting with any public hearings.

Litigation Support

The City needs a firm with a strong track record in defending its disparity study. As of today, no disparity study consultant has a more successful record of accomplishment than M³ Consulting.

We have conducted disparity studies in nine (9) of the eleven (11) judicial circuits, including the 11th Circuit and engaged in litigation in 5 of the 11 judicial circuits, including the most conservative circuits: 1st, 2nd, 5th, 6th, and 11th. We stand proud of the fact that:



- NO M³ Consulting study has ever been overturned.
- NO M³ Consulting study has been challenged since 1997.

We have not had any client in litigation in almost 20 years, as none of the studies we completed during that time has been tried in a court of law.

M³ Consulting is prepared to testify, justify, defend and support the facts, conclusions and recommendations of the Disparity Study before the governing bodies of the City. In this case, Dr. Edward Davis would provide litigation support and strategy and would serve as an expert witness regarding M³ Consulting’s methodology, findings and conclusions.

Our Principal Investigator for the City’s Disparity Study, Dr. Edward Davis, and our Senior Researcher, Dr. Vijaya Subrahmanyam, have extensive litigation and expert witness experience, as shown in the table below.

Miller ³ Consulting, Inc. Expert Witness and Litigation Experience	
Case	Resolution
Associated Building Contractors v. Memphis City Schools	Resolution: Case settled. Expert Witness: Sherry Williams, Esq.
Associated Building Contractors v. City of Memphis	Resolution: Disparity study outdated by time of trial. Expert Witness: Dave Miller, Sherry Williams, Esq.
Association of General Contractors v. Shelby County, No. 88-2834-4A (In litigation and enjoined from implementing an MWBE program when DJMA began contract.)	Resolution: Case dismissed. Expert Witnesses: Sherry Williams, Esq. Dr. Ed Davis; Dave Miller, Sr.
Cone Corporation v. Hillsborough County, 905 F.2d 908 (11 th Cir. 1990)	Resolution: Program upheld. Expert Witness: Dr. Ed Davis
Hershell Gill Construction Engineers, Inc. v. Miami Dade County (In litigation when DJMA began contract.)	Resolution: Goals discontinued before decision in court. Expert Witness: Dr. Vijaya Subrahmanyam
Kossman Contracting Co., Inc. v. City of Houston, CA. No. 96-3100	Resolution: Case settled. Expert Witness: Dr. Ed Davis
New York Metropolitan Transit County (In litigation when DJMA began contract.)	Resolution: Program upheld. Expert Witness: Dr. Ed Davis
Northeastern Florida Chapter of Association of General Contractors v. City of Jacksonville, 951 F.2d 1217 (11 th Circuit) and 508 U.S. 656 (1993)	Resolution: Program survived litigation. Expert Witness: Dr. Ed Davis
P.J. Gear and Sons, Inc. v. James J. Kerasites, et. Al., District of Mass., Civil Action Number 9310310, (Massachusetts Bay Transportation County I)	Resolution: Program upheld.

E. Work Plan Deliverables

M³ Consulting will perform the tasks, analyses and project management, as reflected in the timeline on the following pages. We also will provide the deliverables based on our best practice and as per the RFP, listed in the table below. We propose a 12-month timeline for the

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City’s disparity study, to allow for enough time for the City to review and comment on the deliverables as shown in the timeline.

City Deliverable/ Milestone	Quantity	Format/ Method of Delivery	Deliverable Date
Project Kick-off Meeting and Initial Analysis of City and GUC Data	1	Meeting	Within 14 calendar days of commencement
Bi-Weekly Progress Meetings with the City’s Project Manager	1	Video conference	Beginning 2 weeks after commencement and continuing every 2 weeks throughout the contract
Monthly Progress Reports	1	Word Document (electronic only)	Once monthly throughout the contract
Draft of Final Study Report	1	Word Document and PDF (electronic only)	At least 60 calendar days in advance of due date of Final Report; and NLT 12 months from commencement
Final Study Report	1	Word Document and PDF (electronic only)	NLT 12 months from commencement and NLT 30 days after receipt of the City’s feedback and approval of the Draft Final Report
Master MWBE List	1	Excel/Word file (electronic only)	Within 30 days of submission of Final Report
Databases of City Contracting Data	1 each	Excel/Access file (electronic only)	Within 30 days of submission of Final Report
Oral Presentations of Final Report	2	In-person or video conference	Within 30 days of submission of Final Report

Databases of the City’s Contracting Data: M³ Consulting will submit the computerized database of all data and records developed throughout the course of the study to the City in a file format readable by Microsoft Access and Microsoft Excel, with necessary documentation that will allow the City to manipulate the data for the City’s own internal uses. These databases will be provided within 30 days of submission of the Final Disparity Study Report.

F. Project Timeline/Milestone Schedule by Month

Please see the Gantt chart on the following pages for our timeline to produce the disparity study and the requisite deliverables and final report. The 12-month schedule is based on contract commencement in January 2025.

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Greenville, NC Disparity Study Timeline by Month													
Work Plan Task #	Miller ³ Consulting Task/Deliverable	1	2	3	4	5	6	7	8	9	10	11	12
		Jan	Feb	Mar	Apr	May	June	Jul	Aug	Sep	Oct	Nov	Dec
0	Project Management Deliverable: Monthly Reports (once per month); attendance at Bi-Weekly Progress Meetings (held twice per month); and at one Kickoff Meeting held within 14 days of Notice to Proceed (NTP)/Contract Commencement.												
1	Legal Analysis Milestones: a. Legal Research b. Draft Legal Analysis Deliverable: Chapter Draft												
2	Procurement & Cultural Analysis Milestones: a. Policy and Procedure review and summary b. Interviews Deliverable: Chapter Draft												
3	Data Collection/Data Assessment/Data Analysis Milestones: a. Data Assessment b. Data Collection c. Data Analysis Deliverables: Data Request; Data Collection and Data Assessment Report; Data Collection Progress Report 1; Data Collection Progress Report 2; Data Analysis Summary Tables												
4	Relevant Market Analysis Milestones: a. Relevant Market Calculations b. Discussion with the City Deliverable: Draft Tables												
5	Availability Analysis Milestones: a. RWA Availability Calculations b. Marketplace Availability Calculations c. Discussion with the City Deliverable: Draft RWA and Marketplace Availability Tables												
6	Utilization Milestones: a. Utilization Calculations by Data Source b. Threshold Calculations c. Add'l Utilization Detail Calculations Deliverable: Utilization Tables												
7	Disparity Analysis/Statistical Significance Milestones: a. Disparity Ratio Calculations by Availability and Utilization data sources b. Statistical Significance Testing on Disparity Ratios Deliverable: Draft Tables												
8	Capacity/Regression Analysis Milestones: a. Capacity Analysis based on Threshold Utilization and Census/D&B Availability b. Regression calculations based on M3 survey c. Regression calculations based on PUMS Deliverable: Draft Tables												

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Work Plan Task #	Miller ³ Consulting Task/Deliverable	1	2	3	4	5	6	7	8	9	10	11	12
		Jan	Feb	Mar	Apr	May	June	Jul	Aug	Sep	Oct	Nov	Dec
9	Anecdotal Analysis Milestones: a. Random sampling for interviews and survey b. Conduct business owner interviews, focus groups, public hearings to gather feedback c. Conduct survey Deliverable: Survey Instrument, Chapter Draft												
10	Marketplace Analysis Milestones: a. Census Employment Calculations b. Business License Calculations c. Building Permits Calculations Deliverable: Draft Tables												
10.5	Marketplace Analysis Subtask Milestones: a. Review of other agency's programs and best practices												
11	Race/Gender-Neutral Analysis Milestones: a. M&TA program review summary b. Executive Director Interviews Deliverable: Chapter Draft												
12	Education & Awareness Campaign/Community Engagement												
13 & 14	Draft and Final Report Deliverables: Draft Final Report; Final Report; PowerPoint; Databases used in analysis, includes Recommendations and steps for implementation Draft Final Report at least 60 calendar days in advance of due date of Final Report. Final Report within 30 calendar days after receiving the City's feedback on the Draft Final Report. Oral Presentations												
15	Post-Study Support (post Month 12) TBD based on Discussions with the City												★

*Schedule assumes Notice of Contract Award date is NLT January 1, 2025







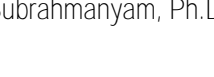
TAB 4: M³ CONSULTING'S TEAM EXPERIENCE AND QUALIFICATIONS

A. Staffing Plan

M³ Consulting Key Personnel







For the City's Disparity Study effort, M³ Consulting is confident we have assembled the most experienced thought leaders, each with experience performing disparity studies and other economic development analyses. We provide the roles and responsibilities of the M³ Consulting project team members in the table on subsequent pages, followed by resumes/bios of the individuals listed below and those of our subcontractors/subconsultants.

Roles and Responsibilities of M³ Consulting's Key Personnel


M ³ Consulting Staff Member	Title	Proposed Role for this Solicitation	Relevant Area of Expertise and Years of Experience
 Mr. Dave Miller, Jr.	CEO	He will serve as Principal-in-Charge and oversee project execution.	Responsible for overseeing the full execution of the disparity study projects, mitigating risk, and ensuring fulfillment of contractual obligations, as well as maintaining client relationships. From his 25+ years of disparity study experience with the firm, brings expertise in Procurement & Contracting Data Analysis, Statistical Analysis, and Database Management.
 Ms. Lauren R. Miller	Chief Growth Officer	She will serve as Strategic Advisor and Client Relationship Manager.	Responsible for developing strategy for the company and building client relationships. She brings 12 years of disparity study experience and a background in business building, public speaking, community engagement and community development.
 Mr. Larry Scott	Project Manager	He will oversee day-to-day operations on the project and oversee the data teams.	Responsible for all aspects of day-to-day project management and serves as the main point of contact for the project. He has most recently managed disparity studies for the City of Raleigh, NC; the City of Asheville, NC; and Massachusetts Public Administrators.
 Dr. Edward Davis	Principal Investigator	He will serve as Lead for the Statistical Analyses. He has served as an Expert Witness.	Performs statistical capacity/regression and credit analysis. Responsible as Lead of Statistical Analysis. Has been performing disparity studies for more than 35 years. Brings over four decades of post-graduate instruction in the areas of statistics and forecasting. Holds a Ph.D. in Mathematics and Statistics.
 Ms. Vijaya Subrahmanyam, Ph.D.	Senior Researcher	She will support the Principal Investigator in performing statistical analysis. She has	Provides support to the Principal Researcher/Investigator and performs statistical capacity/ regression and credit analysis. Has been performing disparity studies since 1992, specializing in

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M ³ Consulting Staff Member	Title	Proposed Role for this Solicitation	Relevant Area of Expertise and Years of Experience
		served as an Expert Witness.	econometrics and regressions. Has served as an Expert Witness for the firm. Holds a Ph.D. in Finance and a master's in economics.
Ms. Garry Blackwell 	Senior Procurement & Contracts Analyst	She will lead the Procurement Analysis and review.	Responsible for contract compliance and providing M/W/DBE program review; assists with qualitative analysis; serves as Lead for Procurement Analysis. She brings 35+ years' work experience in government purchasing and contracting. She has been performing disparity studies since 1989.
Ms. Morin Okediji 	Statistical Analyst	She will assist the Principal Investigator.	Responsible for research and data analysis and assisting the Principal Investigator. She brings two years of post-graduate studies and projects in data analysis and data mining, as well as 15 years' experience in civil engineering. Holds a master's in business Analytics.
Ms. Prachi Kharat 	Data Analyst	She will provide the data analysis for this effort.	Assists in the conduct of data analysis and builds data models. She brings two years of experience in data analysis and data science.
Ms. Myriam Quispe-Agnoli, Ph.D. 	Research Economist	She provides research and support to the statistical team.	Provides support for anecdotal and/or race neutral research, as needed. She brings 15 years' experience as Research Economist at the Federal Reserve Bank of Atlanta. She holds a Ph.D. in Economics, with a specialty in Econometrics.
Mr. Francis Lacson 	Administrative Assistant	He will serve as Assistant Project Coordinator.	Provides support for production of client deliverables. Coordinates team scheduling using Monday.com. She brings over five years of project management and coordination experience.
Mr. Steven W. West, Esq.	Consulting Legal Analyst	He will assist the Project Manager and Principal	Provides legal analysis support to the Project Manager and Principal Investigator. He brings 20+ years of experience within discrimination and predatory lending.



M ³ Consulting Staff Member	Title	Proposed Role for this Solicitation	Relevant Area of Expertise and Years of Experience
		Researcher as the Lead for Legal Review and Analysis.	as well as policy compliance and enforcement law; serves as Lead for Legal Analysis.

Attorney Licensed in North Carolina: Parker Poe Adams & Bernstein LLP

We have contracted with Parker Poe Adams & Bernstein LLP, a Charlotte-based attorney that supported M3 Consulting on the City of Asheville’s disparity study, to serve as an external legal expert and support the project team, specifically the Lead for Legal Review and Analysis.

Subcontractor Participation to Meet the City’s Goals

M³ Consulting takes a disciplined approach to building our teams for each of our study efforts. We pride ourselves in consistently using MWBEs and focusing on hyper-local firms as teammates. As such, we are teaming with TruPoint Solutions, LLC, a certified Small Professional Services Firm (SPSF) by NCDOT/NCDOA, and our nationwide WBE partner, Q&A Research.

M³ Consulting, an NC-HUB certified firm, meets & exceeds the 4% MBE participation goal requirement with a total of 84.16%. TruPoint Solutions and Q&A Research represent 15.84% MWBE participation.

MWBE Commitment
It is M ³ Consulting’s commitment to contract with MWBEs on every disparity study project with or without a goal attached to the project.

Note: Although TruPoint Solutions and Q&A Research are not NC-HUB certified, we are committed to identifying an NC-HUB WBE to join our team to satisfy the City’s requirements.

Our longstanding nationwide subcontractor, Q&A Research, a WBE in Novato, CA, has been part of the M³ team for four of our most recent disparity study engagements ending in 2023: Durham County, NC; the City of Asheville, NC; the City of Raleigh, NC; and the City of Knoxville, TN. Q&A Research will provide support to M³ Consulting for Survey Administration.

Additional examples of our most recent experience subcontracting with local firms in other cities include the following:

- For Delaware County, PA, we partnered with M. Davis & Company, a Philadelphia-based MBE firm that is one of the largest minority-owned and operated, full-service market research and evaluation firms in the United States. M. Davis & Company previously supported the M³ Consulting team on the City of Philadelphia disparity study. We also partnered with Q&A Research (WBE).
- For the Metro Health System in Cleveland, OH, we partnered with Decision Point Consulting, a WBE in Akron; and Visibility Marketing, Inc., a MWBE headquartered in Cleveland that caters to clients in Northeast Ohio. We also partnered with Q&A Research (WBE).



- For the Solid Waste Authority of Palm Beach County, FL, we partnered with the Mosaic Group, an award-winning global marketing, advertising, public relations, and government relations firm based in West Palm Beach with additional offices in Fort Lauderdale and Miami, Florida. Through strategic partnerships, the Mosaic Group has reached domestic and international markets. The Mosaic Group is a certified MWBE that was incorporated in 2005 (18 years in business) and has served over 500 clients and projects locally, regionally, and globally. We also partnered with Q&A Research (WBE).

We provide a table of the roles and responsibilities of M³ Consulting’s key personnel on the next pages, followed by their resumes/bios, and those of our subcontractors.

Subcontractor: Trupoint Solutions, LLC, NC Certified SPSF

Trupoint Solutions is a Durham-based management consulting firm, certified as a Small Professional Services Firm (SPSF) by NCDOT/NCDOA. The firm brings significant expertise in managing small business inclusion programs. Trupoint Solutions has provided support to the M³ Consulting team on these disparity studies:

- Durham County, NC 2022-2023,
- City of Raleigh, NC 2021-2022, and
- Portsmouth Public Schools, VA 2020-2021

Trupoint will provide support to M³ Consulting for Data Collection, Anecdotal Analysis, and Race-Neutral Analysis.

Subcontractor Key Personnel: TruPoint Solutions, LLC

- Niambi Jarvis, JD, is the Chief Operating Officer of Trupoint Solutions.
- Valerie Murphy Point is Vice President and Workforce Development Consultant for Trupoint Solutions.
- Shay Ponquinette is Senior Strategic Advisor for TruPoint Solutions.

All three will provide support for Data Collection, Anecdotal Analysis, and Race-Neutral Analysis.

Subcontractor: Q&A Research, WBE

We have partnered with our longstanding nationwide subcontractor, Q&A Research, a WBE in Novato, CA. Q&A Research brings 30+ years of experience performing research, both qualitative and quantitative, for public sector agencies. The firm routinely conducts quantitative data collection including intercepts, phone and mail surveys. They specialize in focus groups, mini-groups, and in-depth interviews. Their analytical services include:

- Discrete choice
- Factor analysis
- Regression analysis
- Segmentation
- Driver analysis
- TURF
- Disparity analysis
- Pricing analysis



The firm has been part of the M³ team for recent studies including Durham County, NC (2022-2023); the City of Wilmington, DE (2021-2023); the City of Knoxville, TN (2022-2023); and the City of Raleigh, NC (2021-2023); as well as Delaware County, PA (ongoing); Metro Health System, OH (2023), and the Solid Waste Authority of Palm Beach County, FL. The firm previously supported the M³ Consulting team on the BART Disparity Study in 2017.

Q&A Research has twice conducted Los Angeles (LA) Metro's Limited English Proficiency research to assist LA Metro in its compliance with Title VI of the 1964 Civil Rights Act that prohibits organizations that receive federal funding from discriminating on the basis of national origin, including LEP individuals, defined as those who have a limited ability to read, write, speak, or understand English.

For LA Metro, Q & A Research conducted 1:1 interviews and focus groups with speakers of Los Angeles' 20 most common non-English languages to document the experience of the Limited English Proficiency population concerning public transportation. The research was conducted at various locations, including community centers, churches, and schools in neighborhoods with concentrations of twenty languages. Q & A Research was responsible for all aspects of the research, including logistics, recruitment, translation, moderating, and analysis.

Q&A Research will be supporting M³ Consulting with Survey Administration.

Subcontractor Key Personnel: Q&A Research

- Ms. Charlotte Gallaway is Principal and Research Director at Q&A Research.



Resumes/Bios: M³ Consulting Key Personnel



Dave Miller, Jr., CEO
Miller³ Consulting, Inc.

Mr. Miller, Jr. has worked in the public sector providing consulting and advisory services to administrations, commissioners, council persons and department chiefs. Mr. Miller has served on evaluations of procurements with enterprise-wide implications. Mr. Miller's in-depth experience in understanding of governmental operations and the need for prudent fiscal policies prepared him for an executive role with M³ Consulting.

Mr. Miller, Jr. assumed the CEO position upon the passing of our founder and serves as Assistant Project Manager/ Procurement & Contracts on all procurement, EEO and disparity analysis. He has worked on disparity studies for 20 years. Mr. Miller, Jr. is adept in the analysis of complex contract data activity for public sector organizations.

On Miller³ Consulting efforts, he has participated in budgeting, disparity study design, data collection and analysis, client support and final presentation of findings. As Data Manager, Mr. Miller, Jr. is responsible for directing project teams, consisting of client employees, subcontractors and consultants, to gather and consolidate client data for evaluation and analysis.

For the City of Atlanta, Mr. Miller, Jr. worked in increasing areas of responsibility, serving as Performance and Operations Consultant where he was responsible for improving City-wide performance focusing on process improvement, operational efficiencies and sound fiscal policy. In this role, he worked on the following projects:

- Provided analysis that supported the elimination of Cash Bonds for offenders in COA Municipal Court.
- Completed costs analysis that resulting in more accurate billing for law enforcement communications.
- Drafted legislation for and negotiated IGAs for equipment installation on COA owned telecom towers.
- Completed process mapping that led to operation policy changes and 20% increase in revenue collections.
- Vetted Mayoral initiatives and provided insight relating to financial implications and cost benefits.
- Developed MOU between Office of Revenue and Solicitors office designed to improve adjudication of investigator cases.
- Facilitated onboarding of alternative funding sources for capital purchases of vehicles.
- Completed analysis of Public Work's Solid Waste operations; revamped performance metrics designed to identify root causes of inefficiency in operations; and,
- Participated in procurement of ERP system for Office of Revenue Business Tax License software.



Mr. Miller, Jr. received his B.B.A. in Marketing and Management from Morehouse College.



Lauren R. Miller, Chief Growth Officer
Miller³ Consulting, Inc.

Ms. Miller serves as Chief Growth Officer for M³ Consulting. On disparity studies, she works as Qualitative Data Manager. In this capacity, she conducts anecdotal interviews, coordinates focus groups and public hearings and oversees subcontractors performing anecdotal and race neutral analysis. Ms. Miller has worked with M³ Consulting in various capacities since 2005 and as a data analyst since 2010.

Ms. Miller brings over 10 years of global digital marketing and outreach and communications experience. She has built a successful track record developing and implementing comprehensive marketing campaigns, public information, materials, publications, and community outreach programs. She has managed and developed websites, email databases, and social media accounts. Ms. Miller has engaged various demographics through her work with M³ Consulting and various other entities. She has worked very closely with M/W/DBEs in the US and abroad on business development and operations.

Ms. Miller built and successfully executed a niche Millennial focused lifestyle and travel brand—CANT STAY PUT. A pioneer in the black millennial travel movement, Miller has traveled to over 85 countries and cities influencing thousands across the globe through storytelling, public speaking, life coaching, and consulting with companies and brands to develop and execute international offerings. Ms. Miller has been recognized by Huffington Post, Essence, Blavity, and more.

Ms. Miller holds a B.S. in Biology from Howard University and completed coursework for an MBA at Wake Forest University.



Dr. Edward L. Davis, **Principal Investigator**
Miller³ Consulting, Inc.

Dr. Ed Davis currently serves as the Chief Principal Investigator & Senior Advisor at M³ Consulting. He has earned this status with the corporation as a result of assuming continuously increasing responsibility in the areas of public policy analysis and development.

Dr. Davis began his professional association with M³ Consulting in 1986 when he developed the firm's initial statistical methodologies for conducting disparity studies. These methodologies have withstood legal challenge in all litigation involving M³ Consulting clients. As a statistical expert specializing in research and analysis of public sector and institutional management, Dr. Davis has proven himself particularly adept in the analyses of economic data from a wide range of sources. An expert in the decision and information sciences, Dr. Davis has been



responsible for staff development and training of all investigators on each disparity study that has been executed.

Dr. Davis joined Clark Atlanta University's School of Business Administration in 1980 as a professor in the Department of Decision Sciences. Prior to joining Clark Atlanta, Dr. Davis taught at North Carolina A&T State University, the University of Cincinnati, Morgan State College and the United States Army Air Defense School. He has been a visiting professor at North Carolina Central University and the University of Texas at El Paso. He has been the director of the Economic Development Center at Clark Atlanta University since 1983; Davis chaired the Department of Decision Sciences from 1983 to 1996. In 1996 Davis became interim Dean of the School of Business and in January 1999 accepted the position of Business School Dean. Davis returned to the classroom in September 2004 to serve as Professor of Decision Sciences. In 2007 He returned to serve as the interim Dean of the Business School. In 2010 Davis rejoined the faculty until 2015 when he again became interim Dean. In 2017, he returned to the faculty as Professor and Christine McEachern Smith Chair.

Dr. Davis teaches in the areas of statistics, information systems management, production management and forecasting. His research interests include operations research techniques, minority business development and statistical analysis of procurement procedures. He specializes in the statistical analysis of availability and utilization with minority/women business enterprises (WMBE) in private and public procurement processes. He has authored several articles for national publications including the International Journal of Mathematical Education Science and Technology, NAFEO Proceedings, DSI Proceedings, Tech Trans, The Status of Black Atlanta, and the Transportation Planning and Technology Journal. He has authored or participated in more than 50 research studies and consultant reports. In addition to his teaching and administrative responsibilities, Dr. Davis has been an active speaker and researcher in business and economic development.

Dr. Davis is Principal of BECT 1 Group. Among his clients have been the U.S. Department of Transportation, the U.S. Department of Housing and Urban Development, the Department of Commerce, Peat Marwick, the Greater Atlanta Small Business Project, the United States Information Services and many state and local government agencies across the country. His international consultant experience includes Zimbabwe, Zambia, Togo, South Africa, Central Asia, Ukraine, Jamaica, Guyana and Russia. Other professional experience includes a senior associate at D. J. Miller & Associates (the predecessor firm to M³ Consulting) and a systems engineer at Bell Telephone Laboratories.

Dr. Davis earned a B.S. from Morgan State College in Mathematics, an M.S. from Ohio University in Mathematics, an M.S. from John Hopkins University in Management Science, and a Ph.D. from North Carolina State University with emphases in operations research and mathematics and statistics.



Vijaya Subrahmanyam, Ph.D., **Senior Researcher**

Miller³ Consulting, Inc.

Bringing over 25 years of experience in economic development research, Dr. Vijaya Subrahmanyam has served as Statistician since 1992 and as Principal Investigator on M³ Consulting research efforts from 2006 through 2022. She has developed methodologies for research studies in EEO, housing studies and mortgage lending and contributed significantly to upgrading our disparity study analysis. Dr. Subrahmanyam has expertise in the areas of finance, governance, economic development, procurement, workforce and employment, and housing. She concentrates on economics and developmental issues, focusing specifically on the economics of discrimination in contracting and employment, employment and compensation, valuation of damages, compensation modeling and analysis and the use of statistics in litigation. Dr. Subrahmanyam has provided research and consulting to well over 100 clients at the local, state and national levels.

Dr. Subrahmanyam has been fully responsible for the design of methodologies used for regression analysis, statistical significance testing, capacity analysis, survey and anecdotal sampling methodologies, and survey design and analysis. She is the leading national expert on the application of regression analysis on statistical analysis of disparity in any field. Dr. Subrahmanyam has also served as an expert witness on both disparity in contracting and disparity in employment efforts.

She has extensively published in several premier finance journals and effectively blends her teaching with her research interests and experiences in consulting. Besides Mercer and CAU she has taught at the University of West Indies, in Jamaica and given lectures at the Symbiosis School of Bank Management, India, Indira Institute of Management, Pune. She was involved in executive training for the SBA and Freddie Mac substantially assisting in curriculum development and presentations for Consumer Credit Education sponsored by Freddie Mac promoting financial education to students, as well as minorities and women.

Dr. Subrahmanyam is a professor of finance at Mercer University. She holds a doctoral degree in Finance and a Master's degree in Economics from Southern Illinois University at Carbondale, Illinois. Previously, she was a tenured professor at Clark Atlanta University (CAU).



Larry Scott, **Project Manager**

Miller³ Consulting, Inc.

Mr. Scott brings 35 years of operations experience with strong project management capabilities to supporting M³ Consulting. He specializes in supplier diversity, contract monitoring, and contract compliance program administration. Mr. Scott conducts procurement systems analysis and performs M/W/DBE program analysis and design, developing proficiency in the application of legal requirements to an organization's business practices.



His background includes contract dispute mediation, union labor contract negotiation, and participation on numerous arbitration teams. He possesses working knowledge of Six Sigma process control, supply chain operations, quality control, manufacturing/facilities operations, budget analysis, and budget administration.

He is experienced working with the three primary diversity monitoring/reporting software systems used across the U.S. (Early Morning Software PRISM, B2GNow, and CVM Solutions). He brings working knowledge of the legal disparity study, advanced expertise with diversity inclusion administration, and procurement processes.

He most recently served as a Contract Negotiations/Business Development/Diversity Inclusion Specialist for CBI International, in Atlanta, GA. In this role, he performed various contract/document review and negotiation activities, held QA/QC and project review responsibilities, and performed Diversity Spend Analysis and reporting.

During his decades-long career for the City of Atlanta, he held the following positions:

Director, Mayor's Office of Contract Compliance (OCC), Atlanta, GA

- Directed the activities of five senior managers and 14 staff relative to the administration of the City of Atlanta's Diversity and Inclusion programs for formal contracts.
- The OCC is responsible for ensuring diversity compliance with Federal and Local regulations on 400+ formal contracts with a value of \$3.1 billion dollars; 328 concessions locations (within 38 leases) generating over \$556 Million in annual revenue under the H-JAIA Concessions Program; and 12 leases for the \$368+ million dollar per year Airport Rental Car Program. OCC ensures and monitors minority and female owned business participation in the bid, procurement, and contract execution processes in accordance with applicable City/federal ordinances.
- Developed community outreach and educational programs on how to do business with the COA.
- Administered the Certification process for participation in the City's diversity programs.
- Ensured OCC participation in all applicable project pre-planning meetings.
- Reviewed and approved "Appendix A" diversity requirement documents for all applicable solicitations.
- Ensured participation in project pre-bid meetings, and the submission of authoritative responses to solicitation related questions.
- Vetted and approved bid response evaluations and recommendations for Joint Venture and/or diversity plan compliance.
- Ensured monitoring and site visit audits for Commercially Useful Function (CUF) and inclusion commitment compliance.
- Presided over contractor dispute resolutions including but not limited to pay issues, quality of work, roles/responsibilities, certifications, etc.

Director of Procurement, Department of Watershed Management (DWM) Office of Customer & Business Services, Atlanta, GA



- Directed the activities of three senior managers and 14 staff relative the City's goods/commodities and formal procurement processes. The department served eight+ agencies (user agencies) within the DWM to ensure that all procurement requests into the City's main Department of Procurement (DOP) included the proper – encumbered funding sources, signed procurement enabling documents, justifications, quotations, and approvals in accordance with applicable City ordinances.
- Provided requesting agencies with all required documents/templates to be included in all applicable "Bid" or "Request for Proposal" solicitations.
- Vetted completed procurement request documents from user agencies and facilitated delivery of "Request for Procurement" packages to DOP.
- Developed and managed departmental annual budget.

Senior Contract Specialist, Mayors Office of Contract Compliance, Atlanta, GA

- Managed three Contract Monitoring Specialists in the oversight of 250+ Hartsfield-Jackson Airport construction and concessions projects valued at over 2.8 billion dollars. Ensure minority and female owned business participation in the bid, procurement, and contract execution processes in accordance with applicable City ordinances.
- Generated OCC requirement documents to be included in all airport related "Bid" or "Request for Proposal" solicitations.
- Attended all airport related Pre-bid and Post Award Conferences.
- Reviewed and evaluated the airport related Bid and RFPs.
- Generated a recommendation document for the Atlanta City Council vetting.

Mr. Scott received a Bachelor of Business Administration (BBA) degree from Georgia State University in 1989, with an emphasis on International Business.



Morin Okediji

Miller³ Consulting, Inc.

Ms. Okediji serves as a Data Analyst on M³ Consulting's research and advisory services projects. She is skilled in data acquisition, data cleaning and transformation, as well as data visualization and reporting.

Ms. Okediji earned a Master in Business Analytics from Mercer University in 2020, where she also served as a Teaching Assistant for Data Mining in R Course and a Data Analyst/ Research Volunteer. Her postgraduate projects included the following:

- Capstone Project: Categorization of Applications Based on Characteristics of Workforce Usage Data – A Workforce Intelligence Study. (Client: PegaSystems)
 - Carried out data wrangling activities such as cleaning, dimension reduction, and normalization
 - Conducted exploratory analysis and interpreted trends in data



- Built multinomial regression, pruned decision trees and random forest models. Compared accuracies in the classification of applications based on user behavior.
 - Established new classifications using K-means clustering analysis
 - Financial analysis and predictive modeling of Royal Dutch Shell RDS.A shares
 - Researched energy industry data, data extraction, and data aggregation from online sources
 - Conducted sensitivity analysis & share price prediction using Discounted Cashflow, Relative Valuation, and Monte Carlo simulation.
- Avocado Market Analysis (Client: GreenCados)
 - Aggregated data from various databases, carried out data cleaning, normalization, and dimension reduction
 - Data exploration and interpretation to get insights
 - Determined factors affecting the price of avocado through multilinear regression
 - Predicted avocado prices using time series forecasting models
 - Developed marketing recommendations based on insights from data



Garry Blackwell
Miller³ Consulting, Inc.

Ms. Garry Blackwell is one of the original partners of D.J. Miller & Associates, Inc. (predecessor to M³ Consulting) and remained full-time with the firm from 1987 to 1994. Since that time, she has continued to work as an in-house consultant with M³ Consulting on select projects. Ms. Blackwell specializes in procurement and human resources initiatives with a focus toward efficient cost and effective operation and management of public and private entities, as well as research on economic development issues.

Ms. Blackwell brings over 35 years' work experience in government purchasing and contracting. She has previously served as Contract Compliance Officer, Contract Administrator, and Assistant Affirmative Action Officer for the City of Atlanta. She has an extensive background in design and implementation of procurement and contract compliance programs, conducting DBE Certifications and Training, and Development of Construction and Concession Plans. Ms. Blackwell has a particular expertise in working with governmental agencies in assessment of procurement systems and development of procurement strategies to resolve operational issues.

A veteran in MBE Program Research and Development, Ms. Blackwell has been directly involved in fourteen (14) Factual Predicate/Disparity Studies for thirty-one (31) public entities throughout the United States. These studies were undertaken to determine the extent of involvement or lack thereof, of MBEs in public purchasing and contracting. Study results were used to justify continued mandate of goal-based programs for these designated groups. Ms.



Blackwell's career has been dedicated to providing expertise in governmental purchasing, construction and concession planning, contract administration and project cost analysis.

As Compliance Officer for the City of Atlanta, she was responsible for reviewing specifications, contract goal-setting, pre-bid and pre-award conferences and contract compliance monitoring and reporting. Her project responsibilities included a \$250 million airport construction project built from the ground up. Additionally, she had oversight for monitoring diversity participation and wages rates compliance on a new \$22 million dollar City Jail and an \$18.9 million-dollar Public Library as well as a \$200 million dollar Wastewater Treatment facility. Compliance monitoring and reporting for City Community Development Block Grant projects were on-going.

She holds a B.S. in Business Administration from North Carolina A&T State University, Greensboro, NC, and a Master of Public Administration degree from Atlanta University, Atlanta, GA.



Dr. Myriam Quispe-Agnoli, Ph.D.
Miller³ Consulting, Inc.

Dr. Quispe-Agnoli is an Associate Professor of Economics at Mercer University, Atlanta, GA. Prior to joining Mercer, she served as a visiting faculty member at Terry College of Business in the University of Georgia. Before returning to academia, Dr. Quispe-Agnoli worked as a Research Economist and Assistant Policy Adviser at the Federal Reserve Bank of Atlanta for fifteen years.

Dr. Quispe-Agnoli worked in the Corporation for Financial Development (COFIDE) for several years and was an intern at the Central Bank of Peru. She was also a faculty member of the Economics Department at the Pontifical Catholic University of Peru, her undergraduate alma mater.

At Mercer University, Dr. Quispe-Agnoli teaches courses in economics and in Business Analytics. Her research fields are international economics, open macroeconomics, and economic development. Her current research interests include economic impact of immigration, small business financing, unemployment and underemployment, and the impact of financial architecture on community and economic development.

She earned her PhD in Economics from the University of North Carolina at Chapel Hill and her Master of Arts degree in Economics from Vanderbilt University.



Prachi Kharat
Miller³ Consulting, Inc.

Ms. Kharat brings two years of post-graduate experience in data analysis and data science. She provides data analyst and data modeling support for M³ Consulting.



Her background includes expertise in areas of NL: model design and evaluation, web scraping, data validation, dashboards and reports, A/B testing, and machine/statistical learning.

She holds a Master of Data Science from the University of the Pacific, San Francisco, CA and a Bachelor of Engineering in Computer Science from the University of Mumbai, India.

Resumes/Bios: Subcontractor: Trupoint Solutions



Niambi Jarvis, J.D.

Chief Operating Officer, Trupoint Solutions

Niambi Jarvis has a track record of success in managing programs to address diversity and equality issues. Her background includes procuring and overseeing multi-million-dollar government contracts, developing work plans and budgets, leading cross-functional project teams, and evaluating programs for compliance with Federal standards. She has led global cross-functional teams working on commercially sensitive technology product launches for Fortune 50/Global 2000 firms.

Ms. Jarvis is a graduate of the Women's Campaign School at Yale University and holds a Bachelor of Arts degree in Spanish and Marketing and a Juris Doctorate from Howard University.



Valerie Murphy Point

Vice President and Workforce Development Consultant, Trupoint Solutions

Valerie Murphy Point brings over 20 years of experience in executive-level management, organization & business development, budget administration, communications, training, client management, corporate teaming, job readiness training, and human resources. She holds a degree in Psychology from the College of William and Mary.



Shay Ponquinette

Senior Strategic Advisor, Trupoint Solutions

In her role as Senior Strategic Advisor, Shay supports DBEs with achieving their growth plans and advising US DOT funded agencies with best practices for meeting statutory goals and requirements. As the former VDOT Civil Rights Assistant Director of External Programs, Shay was responsible for operational and programmatic activities related to Title VI, Title VII, ADA, Disadvantaged Business Program, EEO Contractor Compliance, Labor Compliance, On-the-Job Training, Supportive Services, and Wounded Veterans.



Resumes/Bios: Subcontractor, Q&A Research



Charlotte Gallaway

Principal and Research Director, Q&A Research

Charlotte Gallaway is Principal and Research Director at Q&A Research, She has worked for Q&A Research for over 25 years providing quantitative and qualitative marketing research to public and private sector clients. She has a demonstrated history of working in the market research industry for over with extensive analytical skills, advertising research, market research, account management, and leadership experience. Ms. Gallaway has worked with Fortune 500 companies across several industries. She graduated from California State University, Chico.



B. M³ Consulting's Practice Areas and Value-Added Services

M³ Consulting's Practice Areas

The firm's practice generally encompasses three broad areas:

1. Inclusive Policy Initiatives and Opportunity Creation (M/W/DBE, EEO, Housing, Agriculture, Entertainment)
2. Business Programs and Advisory Services
3. Economic Research and Public Policy

Under our *Inclusive Policies and Opportunity Creation* area, M³ Consulting's services are:

- Disparity, Capability, Availability, and Utilization Studies and Analyses,
- Designing M/W/DBE policies,
- Implementing program initiatives,
- Conducting factual predicates required by the Richmond v. Croson decision, and
- Conducting Inclusive Procurement and Diverse Spend analysis.

Under our *Business Programs and Advisory Services*, M³ Consulting provides the following services:

- Organizational Development
- Procurement Systems Design
- EEO, Affirmative Action and MWBE Programs
- Management & Technical Assistance
- Data Systems Integration

Under our *Economic Research and Public Policy* area, M³ Consulting provides the following services:

- Community and Economic Development
- Economic Impact & Market Studies
- Expert Testimony

M³ Consulting's Real-World Public Sector Experience

- Conducted disparity studies for over 145 federal, state, and local agencies
- Conducted a 50-state disadvantaged business enterprise (DBE) Utilization Analysis for the Office of Civil Rights, Federal Highway Administration
- Provided program advisory services on construction projects with value of \$11B



- Provided DBE supportive services to U.S. government agencies (SBA, DOD, FAA, and FTA) and major commercial development projects
- Conducted studies and statistical regression analysis in the areas of employment, housing, and agricultural and M/W/DBE growth and development
- Created and managed M/W/DBE programs and operations for public and private sector entities.

M³ Consulting's Unique Value-Added Services

With an extensive portfolio built on conducting disparity studies and collaborating with over 100 public sector agencies – the majority of which are state or local/municipal government entities, – our firm stands at the forefront of economic development consulting. Our journey has been defined by a relentless pursuit of understanding, analyzing, and resolving disparities within public contracting and procurement processes. *As the creators of the Ready, Willing and Able model and methodology*, we have honed our expertise in unraveling intricate patterns and identifying barriers that impede equal access and opportunities for diverse businesses.

The depth of our experience in working with a diverse array of public sector agencies has been instrumental in refining our methodologies and insights. We have engaged in multifaceted endeavors, unraveling the complexities of major programs, dissecting policy frameworks, scrutinizing budget allocations, and dissecting legislative issues that underpin economic development initiatives.



Our collaborations have spanned across jurisdictions, empowering us with a panoramic view of the challenges and triumphs within economic development landscapes. This rich tapestry of experiences equips us with a nuanced understanding of the interplay between policy, legislation, budgeting, and their tangible impacts on fostering inclusive economic growth.

Our clients can expect to achieve an understanding of the following when working with our firm on a disparity study:

- ✓ Diagnosis —what is needed to provide the foundation for addressing objectives, strategies, tactics, and tasks of increasing MWBE participation?
- ✓ Objective—what is the objective of your organization as it relates to S/M/W/V/DBE participation?
- ✓ Strategy—what strategies will you employ to achieve your objective?
- ✓ Tactics—how will you create tactics that further implement your strategies?
- ✓ Task—how does completing the task of a disparity study assist you in achieving your objective, strategies, and tactics?

The graphic below summarizes the *differences between M³ Consulting and our competitors* in the disparity study industry.



	Competitor Consultant	M ³ Consulting	INCLUSIVE PROCUREMENT FOCUSED	GOVERNMENTAL OPERATIONS & PROCUREMENT EXPERIENCE
Legal Analysis	✓	✓		
Procurement & Culture Analysis	✓	✓		
Purchase Order Analysis	✓	✓		
Marketplace Analysis	✓	✓		
Thought Leadership		✓		
Multi-Tier Availability and Utilization		✓		
Business License and Permits Analysis		✓		
Pure Prime + Subcontractor Analysis		✓		
No Study Overturned		✓		
			AVAILABILITY AND DISPARITY STUDY EXPERIENCE	MULTI-GENERATIONAL COMMITMENT

Inclusive Procurement Focus

M³ Consulting’s approach is distinctive in focusing on inclusive procurement and transformative change within a procurement system. A focus on inclusive procurement goes beyond trying to buy the best product at the best price and, in contrast, ensures the outcome of its transactions achieves a return on investment for the organization in the form of the furtherance of the entity’s community economic development objectives serving the needs of all of a community’s stakeholders. When M/W/DBEs are awarded contracts by public and private institutions within a jurisdiction, measurable economic impacts of tax receipts and job growth are created.

We often find both public sector entities and their stakeholders see a disparity study as a solution to pain points or the “ills” of the small, disadvantaged business within the purview of the entity when, in actuality, it is more of a diagnosis that yields a prescription of recommendations that need to be implemented to improve the current status. A diagnosis without change and implementation fails to move the dial forward.

Multi-Generational Commitment

As a 2nd-generation management consulting firm with a successful track record of executing projects at varying levels of the public sector (e.g., City, State, County, School Districts, etc.), we are the direct beneficiaries of inclusive procurement policy impacting M/W/DBEs seeking to create and to build generational wealth. We are passionate, objective, and thoughtful about this work, beyond the contribution to our bottom line, as we recognize and embrace the Disparity Study’s far-reaching communal impact on underserved and underutilized ready, willing, and able businesses.

We take a performance-based approach to collaborating and providing services for our clients. We believe in transparency and thorough collaboration with our clients to not only meet or exceed their requirements and goals, but also improve results and iterate our



processes and procedures based on best practices for tracking lessons learned throughout all parts of our service delivery.

Commitment to Diversity and Inclusion

M³ Consulting prides itself on its commitment to diversity and inclusion. As an MBE, with ownership shared between a Black woman and a Black man, the owners intentionally create a working environment that allows others to see themselves and their future in the organization. We attract talent through our relationships with universities in the Atlanta area, including Historically Black Colleges & Universities (HBCUs) with a diverse community of students.

M³ Consulting has been featured in several online platforms, which may be of interest to the City in terms of understanding the broader context in which we support diversity and inclusion, as well as legacy planning and generational wealth transfer within minority communities. One example is found at this link: <https://www.t-mobile.com/business/magenta-edge/generational-longevity>



APPENDICES AND REQUIRED FORMS

Minority and Women-Owned Business Enterprise (MWBE) Disparity Study

APPENDIX I

REQUIRED FORM 1 - PROPOSAL SUBMISSION FORM

RFP # 24-25-17

MWBE Disparity Study

This Proposal is submitted by: Lauren Miller

Service Provider Name: Miller³ Consulting, Inc.

Representative (printed): Lauren Miller

Representative (signed): 

Address: 260 Peachtree Street, Suite 501

City/State/Zip: Atlanta, GA 30303

Email address: lmiller@miller3group.com

Telephone: 404-793-6641

(Area Code) Telephone Number

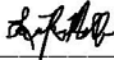
Facsimile: _____

(Area Code) Fax Number

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. It is understood by the Service Provider that the City reserves the right to reject any and all Proposals, to make awards on all items or on any items according to the best interest of the City, to waive formalities, technicalities, to recover and re-bid this RFP. Proposal is valid for one hundred and eighty (180) calendar days from the Proposal due date.

Miller³ Consulting, Inc.

Service Provider



Authorized Signature

November 19, 2024

Date

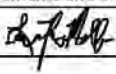
Lauren Miller

Please type or print name

City of Greenville, NC
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Minority and Women-Owned Business Enterprise (MWBE) Disparity Study

APPENDIX II					
REQUIRED FORM 2- SERVICE PROVIDER QUESTIONNAIRE					
The following questions must be answered, and data given must be clear and comprehensive. If necessary, questions may be answered on separate sheets. The Proposer may submit any additional information desired.					
Company Name:	Miller ³ Consulting, Inc.			d/b/a (if applicable)	
Street / PO Box:	260 Peachtree Street, Suite 501				
City:	Atlanta	State:	GA	Zip Code:	30303
Phone:	(404) 827-9019	E-Mail:	info@miller3group.com		
Website (if applicable):	https://www.miller3group.com/				
<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> other					
Number of years in business under company's present name: 19 years					
Federal Tax ID #	20-3528220	DUNS #	61-734-0141		
Are you certified with the North Carolina Secretary of State to conduct business (if required)? (Check One) YES: <input type="checkbox"/> NO: <input type="checkbox"/> Not applicable: <input checked="" type="checkbox"/>					
Contact for this Contract:	Lauren Miller		Title:	Chief Growth Officer	
Phone:	404-793-6641	E-Mail:	lmiller@miller3group.com		
Have you ever defaulted or failed on a contract: (If yes, attach details) YES: <input type="checkbox"/> NO: <input checked="" type="checkbox"/>					
List at least three (3) references for which you have provided these services (same scope/size) in the past three years – preferable government agencies. <u>Do not include City of Greenville as a reference to meet the requirement of listing at least (3) references.</u> PROPOSERS ARE RESPONSIBLE FOR SENDING REFERENCE QUESTIONNAIRE (APPENDIX III) TO THEIR REFERENCES.					
1.	Company:	County of Delaware, PA			
	Contact Person:	Sherisse Rowe		Title:	Former Supplier Diversity Manager
	Phone:	610-891-4852	Fax:	E-Mail:	sherriserowe@gmail.com
	Describe Scope of Work: Disparity Study				
2.	Company:	City of Raleigh, NC			
	Contact Person:	Lekesha R. Shaw		Title:	MWBE Program Manager
	Phone:	919-996-6958	Fax:	E-Mail:	lekeshashaw@raleighnc.gov
	Describe Scope of Work: Disparity Study and Post-Study Support				
3.	Company:	City of Asheville, NC			
	Contact Person:	Marcus R. Kirkman Sr		Title:	Business Inclusion Manager
	Phone:	828-450-2928	Fax:	E-Mail:	mkirkman@ashevillenc.gov
	Describe Scope of Work: Disparity Study and Post-Study Support				
4.	Company:				
	Contact Person:			Title:	
	Phone:		Fax:	E-Mail:	
	Describe Scope of Work:				
The undersigned swears to the truth and accuracy of all statements and answers contained herein:					
Authorized Signature:				Date:	November 20, 2024



Appendix III

Our references have submitted their copies of Appendix III Reference Questionnaire directly to the City of Greenville.

Appendix IV

We have submitted our Appendix IV Required Form 4 – Pricing Worksheet via separate envelope within the hard copy submission.



Minority and Women-Owned Business Enterprise (MWBE) Disparity Study

APPENDIX V

GENERAL TERMS AND CONDITIONS

The contract terms provided herein are not exhaustive but shall become a part of any contract issued as a result of this solicitation. Any exceptions to the contract terms must be stated in the submittal. Any submission of a proposal without objection to the contract terms indicates understanding and intention to comply with the contract terms. If there is a term or condition that the firm intends to negotiate, it must be stated in the proposal. The successful firm will not be entitled to any changes or modifications unless they were first stated in the proposal. The City reserves the right, at its sole discretion, to reject any or all submittal package(s) containing unreasonable objections to standard City contract provisions.

1. **NONDISCRIMINATION:** The Vendor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix C, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21.
2. **SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.
3. **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.
4. **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. However, the City shall not be obligated to make payment to the Contractor for any services performed under this contract.

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5. **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 without regard to its choice of law provisions, and venue for any action or suits arising out of or relating to this contract shall be the North Carolina General Courts of Justice, in Pitt County, or if in federal court, in the Eastern District of North Carolina.

6. **SERVICES PERFORMED:** All services rendered under this agreement will be performed at the Vendor's own risk and the Vendor expressly agrees to indemnify and hold harmless the City, its officers, agents, independent contractors, officials (elected and appointed) 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. Additionally, all work performed under this Contract shall be performed in a workmanlike and professional manner, to the reasonable satisfaction of the City, and shall conform to all prevailing industry and professional standards.

7. **INDEPENDENT CONTRACTOR:** It is mutually understood and agreed the Vendor is an independent contractor and not an agent of the City, and as such, Vendor, their 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.

8. **VERBAL AGREEMENT:** The City will not be bound by any verbal agreements.

9. **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



Minority and Women-Owned Business Enterprise (MWBE) Disparity Study

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.

7. **INSURANCE REQUIREMENTS:** Vendor 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, North Carolina, 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 \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 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. Depending on the type of services to be provided, cyber liability insurance or increased limits may be necessary.
8. **INDEMINIFICATION AND HOLD HARMLESS:** All services rendered under this agreement will be performed at the Vendor's own risk and the Contractor shall indemnify and hold harmless the City from and against any liability, loss, cost, damage suit, claim, or expense arising occurrence on the part of the Vendor and its officers, servants, agents or employees arising from its activities, operations, and performance of services under this contract and further agrees to release and discharge the City and its agents and employees from all claims or liabilities arising from or caused by the Vendor in fulfilling its obligation under this contract. It is understood and agreed by the parties that 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 Vendor's activities and operations while performing services under this contract.
9. **E-VERIFY COMPLIANCE:** The Vendor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Vendor utilizes a Subcontractor, the Vendor 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.
10. **IRAN DIVESTMENT ACT:** By submitting a proposal, the Vendor certifies that: (i) it is not on the Iran Final Divestment listed created by the N.C. State Treasurer pursuant to

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N.C.G.S. 147-86.58; (ii) it will not take any actions causing it to appear on said list during the term of any contract with the City, and (iii) it will not utilize any subcontractor to provide goods and services hereunder that is identified on said list.

11. ADVERTISING: The Vendor shall not use the existence of this Contract, or the name of the City, as part of any advertising without the prior written approval of the City.

12. FORCE MAJEURE: Except as otherwise provided in environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this contract, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by 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 or the contract may terminate.

13. ASSIGNMENT: This Contract, including payment due under this contract, may not be assigned without the express written consent of the City.

14. CONFLICT OF INTERESTS:

- a. Vendor 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. Vendor 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. Vendor 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. Vendor 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.



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- e. No employee, agent, contractor, elected official or appointed official of the City, exercising any functions or responsibilities in connection with this Agreement, or who is in a position to participate in the decision-making process or gain inside information regarding activities, has any personal financial interest, direct or indirect, in this Agreement, the proceeds hereunder, the Project or Contractor, either for themselves or for those with whom they have family or business ties, during their tenure or for one year thereafter.

15. NONAPPROPRIATION OF FUNDS. Vendor 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 Vendor at the earliest possible date, City may terminate this Agreement, in whole or in part, at any time for lack of appropriation of funds, 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 Vendor will not be compensated for any other costs in connection with a termination for non-appropriation. The Vendor will not be entitled to recover any damages in connection with a termination for non-appropriation, including, but not limited to, lost profits. Vendor shall be released from any further obligation to provide Work affected by such termination; and Termination shall not prejudice any other right or remedy available to the City.

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

17. 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.

18. E-SIGNATURE AUTHORITY: The parties hereto consent and agree that this agreement may be signed and/or transmitted by facsimile, e-mail of a .pdf document or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's handwritten signature. The parties further consent and agree that (1) to the extent a party signs this document using electronic signature technology, by clicking "sign", such party is signing this Agreement electronically, and (2) the electronic signatures appearing on this Agreement shall be



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treated for purposes of validity, enforceability and admissibility, the same as hand-written signatures.

- 19. TERMINATION:** The City may terminate this Contract at any time by providing thirty (30) days written notice to the Contractor. In addition, if Vendor shall fail to fulfill in timely and proper manner the obligations under this Contract for any reason, including the voluntary or involuntary declaration of bankruptcy, the City shall have the right to terminate this Contract by giving written notice to the Contractor and termination will be effective upon receipt. Contractor shall cease performance immediately upon receipt of such notice. The Vendor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and the City may withhold any payment due to the Contractor for the purpose of setoff until such time as the City can determine the exact amount of damages due the City because of the breach.

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APPENDIX VI- REQUIRED FORM 5 - CONFLICT OF INTEREST CERTIFICATION FOR CONSULTANTS/CONTRACTORS

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the MPO, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the MPO should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

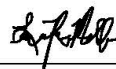
For purposes of determining any possible conflict of interest, all firms, must disclose if any Greenville Urban Area Metropolitan Planning Organization Board Members, Employee(s), Advisory Committee Member(s), of if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a MPO employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

Yes _____ No NO

Name(s)	Position(s)

I realize that violation of the above mentioned standards could result in the termination of my work for the City of Greenville and the MPO.

DATE: November 20, 2024 SIGNATURE: 

Company: Miller³ Consulting, Inc. NAME: Lauren Miller
(Typed or Printed)

Address: 260 Peachtree Street, Suite 501 TITLE: Chief Growth Officer
Atlanta, GA 30303

PHONE NO: 404-793-6641 E-MAIL: lmiller@miller3group.com

City of Greenville, NC
 MWBE Disparity Study
 RFP #24-25-17



Minority and Women-Owned Business Enterprise (MWBE) Disparity Study

APPENDIX VII - REQUIRED FORM 7- EXCEPTIONS TO RFP

Check one:

NO EXCEPTIONS, PROPOSER COMPLIES WITH ALL DOCUMENTS IN RFP.

EXCEPTIONS ARE LISTED BELOW

#	RFP Page #, Section #, Appendix #	Exceptions (Describe nature of Exception)	Explain why this is an issue	Proposed Alternative	Indicate if exception is negotiable or non- negotiable (NN)
1					
2					
3					
4					
5					
6					
7					

FAILURE TO IDENTIFY ANY EXCEPTIONS WILL INDICATE ACCEPTANCE OF ALL TERMS, CONDITIONS, AND REQUIREMENTS OF THE RFP AND ANY CORRESPONDING ADDENDUM ISSUED. THE CITY, AT ITS SOLE DISCRETION, MAY MODIFY OR REJECT ANY EXCEPTION OR PROPOSED CHANGE.

Firm: Miller ³ Consulting, Inc.	Authorized Signature: 	Title: Chief Growth Officer
Printed Name of Signer: Lauren Miller	Date: November 20, 2024	



Minority and Women-Owned Business Enterprise (MWBE) Disparity Study

APPENDIX VIII - REQUIRED FORM 8

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

**City of Greenville
MWBE Guidelines for Professional Service Contracts
\$10,000 and above**

These instructions shall be included with each bid solicitation.



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

MWBE Guidelines for Professional or Personal Service Contracts \$10,000 and above

Policy Statement

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

Goals and Good Faith Efforts

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

	CITY	
	MBE	WBE
Professional or Personal Services	4%	4%

Submitters shall submit MWBE information with their submissions on the forms provided. This information will be subject to verification by the City prior to contract award. **As of July 1, 2009, contractors, subcontractors, suppliers, service providers, or MWBE members of joint ventures intended to satisfy City MWBE goals shall be certified by the NC Office of Historically Underutilized Businesses (NC HUB) only.** Firms qualifying as "WBE" for the City's goals must be designated as a "women-owned business" by the HUB Office. Firms qualifying as "MBE" for the City's goals must be certified in one of the other categories (i.e.: Black, Hispanic, Asian American, American Indian, Disabled, or Socially and Economically Disadvantaged). According to new Statewide Uniform Certification (SWUC) Guidelines, ethnicity supersedes gender; therefore, firms who are certified as both a "WBE" and "MBE" will satisfy the "MBE" category only. **Each goal must be met separately. Exceeding one goal does not satisfy requirements for the other.**

The City shall accept NCDOT certified firms on federally funded projects only.

Please note: A service provider may utilize any firm desired. However, for participation purposes, all MWBE firms who wish to do business *as a minority* must be certified by NC HUB. A complete database of NC HUB certified firms may be found at <http://www.doa.nc.gov/hub/>

Instructions: The submitter shall provide the following forms:

FORM 1—Sub-Service Provider Utilization Plan

This form provides the amount of sub-contracted work proposed on the project for MWBE. This proposed participation is based on the current scope of work. **Submitter must turn in this form with submission.** If the submitter does not customarily subcontract elements of this type of project, do not complete this form. Instead complete FORM 2.

City of Greenville, NC
MWBE Disparity Study
RFP #24-25-17



Minority and Women-Owned Business Enterprise (MWBE) Disparity Study

FORM 2--Statement of Intent to Perform work without Sub-Service Providers

This form provides that the submitter does not customarily subcontract work on this type of project.

Sub-Service Provider Utilization Commitment

Submitted by the selected service provider after negotiation of the contract and prior to Award, this form lists the MWBE firms committed to participate on the project. This commitment will reflect any changes in the Plan due to adjustments in project scope.

NOTE: A firm is expected to maintain the level of participation proposed in FORM 1 – Sub-Service Provider Utilization Plan – unless there is a negotiated change in the service required by the City. A firm is also encouraged to increase MWBE participation in the Utilization Commitment as a result of ongoing Good Faith Efforts.

Proof of Payment Certification

Submitted by the selected service provider with each payment application, listing payments made to subconsultants. This form is not provided with the submission.

In addition to the forms provided above, each service provider must provide a discussion of its diverse business policies and procedures to include the good faith efforts it employed to utilize minority and women-owned firms on this project. This discussion must include:

- 1. Outreach efforts that were employed by the firm to maximize the utilization of MWBE's.*
- 2. A history of MWBE firms used on similar projects; and*
- 3. The percentage participation of MWBE firms on these projects.*

NOTE: Those service providers submitting FORM 2 should discuss and provide documentation to justify 100% performance without the use of sub-consultants (both majority and minority) per the statements of the form.

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



Minority and Women-Owned Business Enterprise (MWBE) Disparity Study

Sub-Service Provider Utilization Plan FORM 1

(Must be included with submission if subcontracting any portion of work)

We Miller³ Consulting, Inc., do certify that on the
 _____,
 (Company Name)
Greenville MWBE Disparity Study we propose to expend a minimum of 9.45 %

 (Project Name)

of the total dollar amount of the contract with certified **MBE** firms and a minimum of 6.38 % of the total dollar amount with **WBE** firms.

Name, Address, & Phone Number of Sub-Service Provider	*MWBE Category	Work description	% of Work
TruPoint Solutions	MWBE	Data Collection, Race-neutral and Anecdotal Analysis	9.45
Q&A Research	WBE	Survey Administration	6.38

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

The undersigned intends to enter into a formal agreement with MWBE firms for work listed in this schedule conditional upon execution of a contract with the current scope proposed by the Owner.

The undersigned hereby certifies that he/she has read the terms of this agreement and is authorized to bind the submitter to the agreement herein set forth.

Date: November 21, 2024

Name & Title of Authorized Representative Lauren Miller, Chief Growth Officer

Signature of Authorized Representative 



END OF PROPOSAL

APPENDIX IV

REQUIRED FORM 4 - PRICING WORKSHEET

RFP # _____ RFP# 24-25-17

MWBE Disparity Study

Regardless of exceptions taken, Service Providers shall provide pricing based on the requirements and terms set forth in this RFP. Pricing must be all-inclusive and cover every aspect of the Project. Cost must be in United States dollars rounded to the nearest quarter of a dollar. If there are additional costs associated with the Services, please add to this chart. Your Price Proposal must reflect all costs for which the City will be responsible.

Please use the Milestone Pricing Plan below to detail the total Not to Exceed cost to provide the services. You may add, change, or delete Milestone Rows as needed for your final submission. Please note that the fixed pricing below must contain all expenses that the Service Provider expects the City to pay for the MWBE Disparity Study.

MWBE Disparity Study: Milestone Pricing Plan			
Milestone		Cost	Estimated # of Hours
1.0	Project Management Objectives	\$19,635	91.0
2.0	Initiate Project and Finalize Work Plan	\$8,415	39.0
3.0	Conduct Legal Review and Prepare Corresponding Report Section	\$22,725	90.0
4.0	Assess Data	\$18,026	110.3
5.0	Collect Data and Prepare Corresponding Report Section	\$42,061	257.3
6.0	Conduct Market Area Analyses and Prepare Corresponding Report Section	\$22,850	145.0
7.0	Conduct Utilization and Threshold Analyses and Prepare Corresponding Report Section	\$37,075	255.0
8.0	Determine Availability of Qualified Firms and Prepare Corresponding Report Section	\$34,550	235.0
9.0	Analyze Utilization and Availability Data for Disparity and Statistical Significance and Prepare Corresponding Report Section	\$22,460	153.5
10.0	Collect and Analyze Anecdotal Information and Prepare Corresponding Report Section	\$28,023	156.8
11.0	Conduct Surveys of Vendors and Prepare Corresponding Report Section	\$22,928	128.3
12.0	Conduct Regression Analysis and Prepare Corresponding Report Section	\$21,325	135.0
13.0	Conduct Disparity Analyses of Relevant Private Market and Prepare Corresponding Report Section	\$15,225	105.0

Minority and Women-Owned Business Enterprise (MWBE) Disparity Study

14.0	Review of Efficacy of Race- and Gender-Neutral Remedies and Prepare Corresponding Report	\$14,125	135.0
15.0	Identify Narrowly Tailored Race- and Gender-Neutral and Race- and Gender-Based Remedies and Prepare Corresponding Report Section	\$16,916	81.3
16.0	Conduct Best Practices and Peer Analysis and Prepare Corresponding Report Section	\$9,109	43.8
17.0	Present Draft Findings to the City of Greenville & Greenville Utilities	\$32,725	180.0
18.0	Prepare and Present Final Report	\$25,780	120.0
19.0	Prepare Final Report Executive Summary and PowerPoint and Make Presentations	\$6,445	30.0
20.0	Present Findings to City Council and Greenville Utilities Board of Commissioners in Greenville, NC, respond to follow-up questions, and make additional presentations if required	\$16,494	100.8
21.0	Present to other stakeholder groups and the public in Greenville, NC	\$5,709	34.9
22.0	Attend City Council Vote to adopt the MWBE Disparity Study and answer any questions	\$3,172	19.4
23.0	Other (Please Provide Detail) Community Engagement	\$14,325	85.0
TOTAL		\$ \$460,098	2,731.0

MWBE Disparity Study: Litigation Support	
Description	Cost (\$) per Hour
In the Event of Litigation, please provide the hourly rate for the expert witness to defend the validity of the Disparity Study.	\$ 315/hr

Exhibit C

**Title VI of the Civil Rights Act of 1964
Nondiscrimination Provisions, Appendices A & E.**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1) Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, creed (religion), low-income, limited English proficiency, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its

facilities as may be determined by the Recipient or the USDOT to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the USDOT, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

- (a) withholding payments to the contractor under the contract until the contractor complies; and/or
- (b) cancelling, terminating, or suspending a contract, in whole or in part.

(6) Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the USDOT may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

- I. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and

adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq);

Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity).



City of Greenville,
North Carolina

Meeting Date: 01/09/2025

Title of Item: Resolution Making Certain Findings and Determinations Regarding the Financing of Public Improvements Pursuant to an Installment Financing Agreement up to \$11,000,000 and to Reimburse Certain Expenditures from the Proceeds of the Financing

Explanation: In anticipation of the construction of the BUILD Project and the Public Works Stormwater Pipe Replacement, there is a need to finance the costs associated with this project by means of an installment financing arrangement not to exceed \$11,000,000. The estimated debt service will comply with City policies and will not require a tax increase.

Fiscal Note: The installment financing agreements will not exceed \$11,000,000. Annual, recurring appropriations to fund the debt service payments related to the future installment financing will be included in the Council adopted Fiscal Year 2025-26 General Fund Budget.

Recommendation: Approve the attached resolutions authorizing the filing of an application with the Local Government Commission for approval of the installment financing arrangement, in preparation for the notice of a public hearing, and request the Local Government Commission approve the installment financing arrangement and proposed financing

ATTACHMENTS

[Preliminary Resolution-Greenville 2025 LOBs \(4902-8236-7494.3\).doc](#)

The City Council of the City of Greenville, North Carolina, held a regular meeting at the Council Chambers of the City Hall located at 200 West 5th Street in Greenville, North Carolina, the regular place of meeting, at 6:00 p.m. on January 9, 2025.

Present: Mayor P.J. Connelly, presiding, and Council Members

Absent: Council Members

Also Present: _____

* * * * *

_____ introduced the following resolution the title of which was read and a copy of which had been distributed to each Council Member:

RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS REGARDING THE FINANCING OF VARIOUS CAPITAL IMPROVEMENTS FOR THE CITY OF GREENVILLE, NORTH CAROLINA, REQUESTING THE LOCAL GOVERNMENT COMMISSION TO APPROVE THE FINANCING ARRANGEMENT AND CALLING A PUBLIC HEARING THEREON

BE IT RESOLVED by the City Council (the “City Council”) of the City of Greenville, North Carolina (the “City”) as follows:

Section 1. The City Council does hereby find and determine as follows:

(a) There exists in the City a need to finance the costs of acquiring, constructing, renovating and equipping various capital improvements for the City including, but not limited to, (a) the construction of certain street, road and sidewalk improvements and (b) the replacement of stormwater pipes and related facilities at the City’s existing Public Works Department building (collectively, the “Project”).

(b) Pursuant to Section 160A-20 of the General Statutes of North Carolina, as amended, the City may finance the purchase of real or personal property by contracts that create a security interest in the property so acquired to secure repayment of the moneys advanced or made available for such purchase.

(c) The City has developed a plan of finance under which the City will enter into a Trust Agreement, to be dated as of April 1, 2025 (the “Trust Agreement”), between the City and U.S. Bank Trust Company, National Association, as trustee (“the “Trustee”), providing for the

issuance by the City of Limited Obligation Bonds, Series 2025 (the “Bonds”) to provide funds to the City for the purpose of financing the costs of the Project.

(d) The City has determined to enter into the Trust Agreement to provide for the issuance of the Bonds in a principal amount not to exceed \$11,000,000 to provide funds, together with any other available funds, to (i) pay the costs of the Project and (ii) pay certain fees and expenses incurred with the sale and issuance of the Bonds.

(e) In order to secure its obligations under the Trust Agreement, the City will execute and deliver a deed of trust (the “Deed of Trust”), granting a lien on the site of the Public Works Department building constituting a portion of the Project, together with all improvements and fixtures located or to be located thereon.

(f) It is in the best interest of the City to enter into the Trust Agreement and the Deed of Trust in that such plan of finance will result in providing financing for the Project in an efficient and cost effective manner.

(g) Entering into the Trust Agreement is preferable to a general obligation bond and revenue bond issue in that (i) the City does not have sufficient constitutional authority to issue non-voted general obligation bonds pursuant to Article V, Section 4 of the North Carolina Constitution because the City has not retired a sufficient amount of debt in the preceding fiscal year to issue a sufficient amount of general obligation bonds for the Project without an election; (ii) the non-revenue producing nature of the Project and the nature of the financing does not allow for the issuance of revenue bonds to finance the Project; (iii) the cost of the Project exceeds the amount to be prudently provided from currently available appropriations and unappropriated fund balances; (iv) the financing of the Project in the manner proposed will allow for commencement of construction of the Project in a more timely and expedient manner than the issuing of voted general obligation bonds due to the time required for holding a referendum for the issuance of voted general obligation bonds pursuant to Article V, Section 4 of the North Carolina Constitution; and (v) the necessity of the Project dictates that the Project be financed by a method that assures that the Project will be constructed in an expedient manner.

(h) Based upon information provided to the City Council, the cost of the financing described above is reasonably comparable to the cost associated with other alternative means of financing and is acceptable to the City Council.

(i) Bond counsel to the City will render an opinion to the effect that the proposed undertaking as described above is authorized by law and is a purpose for which public funds may be expended pursuant to the Constitution and laws of the State of North Carolina.

(j) The debt management policies of the City have been carried out in strict compliance with law, and the City is not in default under any obligation for repayment of borrowed money.

(k) Any tax increase anticipated to be necessary to pay principal of and interest on the Bonds will be reasonable.

(l) In accordance with Section 160A-20(g) of the General Statutes of North Carolina, as amended, the City is required to hold a public hearing on the proposed Trust Agreement described above.

Section 2. The City Council hereby authorizes and approves the filing of an application with the Local Government Commission for approval of the Bonds and the Trust Agreement and requests the Local Government Commission to approve the Bonds and the Trust Agreement and the proposed financing in connection therewith.

Section 3. The law firm of Womble Bond Dickinson (US) LLP is hereby appointed to serve, but solely at the pleasure of the City Council, as bond counsel to the City in connection with the transactions described herein. Robert W. Baird & Co. Incorporated will serve as the underwriter of the Bonds in connection with the transactions described herein. The law firm of Parker Poe Adams & Bernstein LLP will represent the underwriter, and U.S. Bank Trust Company, National Association will serve as trustee under the Trust Agreement. First Tryon Advisors will serve as the financial advisor to the City.

Section 4. The City Council hereby fixes 6:00 p.m. on February 13, 2025 in Council Chambers of the City Hall located at 200 West 5th Street in Greenville, North Carolina, as the hour, day and place for the public hearing on the proposed Trust Agreement. The City Council hereby directs the City Clerk to publish notice of such public hearing once in The Daily Reflector on a date not later than the 10th day before said date.

Section 5. This resolution shall take effect immediately upon its adoption.

Upon motion of Council Member _____, seconded by Council Member _____, the foregoing resolution entitled "RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS REGARDING THE FINANCING OF VARIOUS CAPITAL IMPROVEMENTS FOR THE CITY OF GREENVILLE, NORTH CAROLINA, REQUESTING THE LOCAL GOVERNMENT COMMISSION TO APPROVE THE FINANCING ARRANGEMENT AND CALLING A PUBLIC HEARING THEREON" 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 so much of the proceedings of the City Council of said City at a regular meeting held on January 9, 2025, as it relates in any way to the adoption of the foregoing resolution making certain findings and determinations regarding the financing of

various capital improvements by the City and the calling of a public hearing thereon and that said proceedings are recorded in the minutes of said City 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 official seal of said City this 9th day of January, 2025.

[SEAL]

City Clerk



City of Greenville, North Carolina

Meeting Date: 01/09/2025

Title of Item: Budget Ordinance Amendment #6 to the 2024-25 City of Greenville Budget (Ordinance #24-038), Special Revenue Grant Fund (Ordinance #11-003) , Sanitation Fund (Ordinance #24-038), and Facilities Improvement Fund (Ordinance #24-038)

Explanation: Attached for consideration at the January 9, 2025 City Council meeting is an ordinance amending the 2024-25 City of Greenville Budget (Ordinance #24-038), Special Revenue Grant Fund (Ordinance #11-003) , Sanitation Fund (Ordinance #24-038), and Facilities Improvement Fund (Ordinance #24-038)

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

<u>Item</u>	<u>Justification</u>	<u>Funds Amended</u>	<u>Net Adjustment</u>
A	To recognize excess revenue and increase various departments budgets	General	528,017
B	To recognize Justice Assistance Grant (JAG) funding received and the Governor's Highway Safety Program	Special Revenue	77,731
C	To appropriate sanitation fund balance to transfer to FIP for Public Works yard lighting	Sanitation FIP	75,000 75,000

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

<u>Fund</u>	<u>2024-25 Original Budget</u>	<u>Amendment #6</u>	<u>2024-25 Budget per Amend #6</u>
General	\$118,289,262	\$930,000	\$118,817,280
Debt Service	7,368,819	-	7,368,819

Public Transportation (Transit)	8,709,256	-	8,709,256
Fleet Maintenance	6,880,638	-	6,880,638
Sanitation	11,276,062	75,000	11,351,062
Stormwater	13,918,081	-	13,918,081
Housing	2,115,598	-	2,115,598
Health Insurance	14,521,684	-	14,521,684
Vehicle Replacement	8,416,410	-	8,416,410
Facilities Improvement	1,926,915	75,000	2,001,915
Special Revenue Grants	19,707,897	46,731	19,831,010
Public Works Capital Projects	43,128,246	-	43,128,246
Recreation & Parks Capital Projects	14,277,262	-	14,277,262
Community Development Capital Projects	19,796,397	-	19,796,397
Occupancy Tax	4,699,328	-	4,699,328
Engineering Capital Projects	65,588,286	-	65,588,286
Fire/Rescue Capital Projects	12,817,183	-	12,817,183
Capital Project Management Fund	660,000	-	660,000
Donations	601,986	-	601,986
Enterprise Capital Projects	37,273,567	-	37,273,567
Pitt-Greenville Convention and Visitors Authority (CVA)	2,177,542	-	2,177,542
Opioid Settlement Fund	500,877	-	500,877

Recommendation: Approve Budget Ordinance Amendment #6 to the 2024-25 City of Greenville Budget (Ordinance #24-038), Special Revenue Grant Fund (Ordinance #11-003), Sanitation Fund (Ordinance #24-038), and Facilities Improvement Fund (Ordinance #24-038)

ATTACHMENTS

[BA_6 \(6\).xlsx](#)

ORDINANCE NO. 25-
CITY OF GREENVILLE, NORTH CAROLINA
Ordinance (#6) Amending the 2024-25 Budget (Ordinance #24-038),
Special Revenue Grant Fund (Ordinance #11-003), the Sanitation Fund (Ordinance #24-038),
and the Facilities Improvement Fund (Ordinance #24-038)

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

Section I: Estimated Revenues and Appropriations. General Fund, of Ordinance #24-038 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

Budget Amendment #5				
	2024-25 Revised Budget	A.	Total Amend #6	2024-25 Budget per Amend #6
ESTIMATED REVENUES				
Property Tax	\$ 43,668,004	\$ 1,400,000	\$ 1,400,000	\$ 45,068,004
Sales Tax	31,930,000	(300,000)	(300,000)	31,630,000
Video Prog. & Telecom. Service Tax	650,000	-	-	650,000
Rental Vehicle Gross Receipts	177,000	-	-	177,000
Utilities Franchise Tax	6,900,000	-	-	6,900,000
Motor Vehicle Tax	1,706,000	-	-	1,706,000
Other Unrestricted Intergov't	905,000	-	-	905,000
Powell Bill	2,400,000	-	-	2,400,000
Restricted Intergov't Revenues	619,000	-	-	619,000
Licenses, Permits and Fees	5,545,000	-	-	5,545,000
Rescue Service Transport	3,839,000	-	-	3,839,000
Parking Violation Penalties, Leases,	625,000	-	-	625,000
Other Revenues	1,289,360	-	-	1,289,360
Interest on Investments	3,600,000	580,000	580,000	4,180,000
Transfers In GUC	8,594,000	-	-	8,594,000
Transfers from Other Funds	75,000	-	-	75,000
Appropriated Fund Balance	5,766,898	(750,000)	(750,000)	5,016,898
Total Revenues	\$ 118,289,262	\$ 930,000	\$ 930,000	\$ 119,219,262
APPROPRIATIONS				
Mayor/City Council	\$ 617,501	\$ -	\$ -	\$ 617,501
City Manager	3,689,688	-	-	3,689,688
City Clerk	440,055	-	-	440,055
City Attorney	817,633	-	-	817,633
Human Resources	3,861,805	100,000	100,000	3,961,805
Information Technology	4,789,723	-	-	4,789,723
Engineering	6,666,241	-	-	6,666,241
Fire/Rescue	21,218,610	10,000	10,000	21,228,610
Financial Services	4,194,165	20,000	20,000	4,214,165
Recreation & Parks	9,746,709	200,000	200,000	9,946,709
Police	33,299,535	400,000	400,000	33,699,535
Public Works	8,891,875	200,000	200,000	9,091,875
Planning & Development	3,043,128	-	-	3,043,128
Project Management	1,020,000	-	-	1,020,000
Neighborhood & Business Services	2,117,482	-	-	2,117,482
OPEB	700,000	-	-	700,000
Contingency	27,000	-	-	27,000
Indirect Cost Reimbursement	(1,950,887)	-	-	(1,950,887)
Total Appropriations	\$ 103,190,264	\$ 930,000	\$ 930,000	\$ 104,120,264
OTHER FINANCING SOURCES				
Transfers to Other Funds	\$ 15,098,998	\$ -	\$ -	\$ 15,098,998
Total Other Financing Sources	\$ 15,098,998	\$ -	\$ -	\$ 15,098,998
Total Approp & Other Fin Sources	\$ 118,289,262	\$ 930,000	\$ 930,000	\$ 119,219,262

Section II: 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:

	2024-25 Revised Budget	B.	Total Amend #6	2024-25 Budget per Amend #6
ESTIMATED REVENUES				
Special Fed/State/Loc Grant	\$ 16,046,522	\$ 77,731	\$ 77,731	\$ 16,124,253
CARES Act Funding	1,526,923	-	-	1,526,923
Transfer From General Fund	1,812,627	-	-	1,812,627
Transfer From Pre-1994 Entitlement	27,419	-	-	27,419
Transfer from Other Funds	107,895	-	-	107,895
Other Income	262,893	-	-	262,893
Total Revenues	\$ 19,784,279	\$ 77,731	\$ 77,731	\$ 19,862,010
APPROPRIATIONS				
Personnel	\$ 2,306,650	\$ -	\$ -	\$ 2,306,650
Operating	6,567,079	-	-	6,567,079
Capital Outlay	2,006,385	-	-	2,006,385
Transfers	27,419	-	-	27,419
COVID-19	1,526,923	-	-	1,526,923
Rural Housing Recovery Grant	350,000	-	-	350,000
Environmental Enhancement Grant	150,935	-	-	150,935
STAR Grant	330,000	-	-	330,000
Governor's Crime Commission Grant 22	24,500	-	-	24,500
Governor's Crime Commission Grant 23	22,900	-	-	22,900
COPS Community Policing Development	175,000	-	-	175,000
Justice Assistance Grant 2022	55,135	-	-	55,135
Justice Assistance Grant 2023	53,522	-	-	53,522
Justice Assistance Grant 2024	-	46,731	46,731	46,731
Project Lucky - Job Creation Grant	100,000	-	-	100,000
Energy Efficient Conservation Block Grant	146,850	-	-	146,850
Assistance to Fire Fighters Grant	404,438	-	-	404,438
USAR	94,000	-	-	94,000
Body Worn Cameras	1,400,000	-	-	1,400,000
Transfer to Other Funds	1,375,877	-	-	1,375,877
Boviet Solar Economic Development	2,666,666	-	-	2,666,666
Governor's Highway Safety Program	-	31,000	31,000	31,000
Total Appropriations	\$ 19,784,279	\$ 77,731	\$ 77,731	\$ 19,862,010

Section III: Estimated Revenues and Appropriations. Facilities Improvement Fund, of Ordinance #24-038 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2024-25 Original Budget	C.	Total Amend #6	2024-25 Budget per Amend #6
ESTIMATED REVENUES				
Transfer from General Fund	\$ 1,200,000	\$ -	\$ -	\$ 1,200,000
Transfer from Sanitation	\$ -	\$ 75,000	\$ 75,000	\$ 75,000
Appropriated Fund Balance	726,915	-	-	726,915
Total Revenues	<u>\$ 1,926,915</u>	<u>\$ 75,000</u>	<u>\$ 75,000</u>	<u>\$ 2,001,915</u>
APPROPRIATIONS				
Facilities Improvement Fund	\$ 1,926,915	\$ 75,000	\$ 75,000	\$ 2,001,915
Total Appropriations	<u>\$ 1,926,915</u>	<u>\$ 75,000</u>	<u>\$ 75,000</u>	<u>\$ 2,001,915</u>

Section IV: Estimated Revenues and Appropriations. Sanitation Fund, of Ordinance #24-038 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2024-25 Revised Budget	C.	Total Amend #6	2024-25 Budget per Amend #6
ESTIMATED REVENUES				
Special Fed/State/Loc Grant	\$ 50,000	\$ -	\$ -	\$ 50,000
Refuse Fees	8,526,000	-	-	8,526,000
Cart and Dumpster	225,000	-	-	225,000
Other Revenues	103,600	-	-	103,600
Appropriated Fund Balance	2,371,462	75,000	75,000	2,446,462
Total Revenues	<u>\$ 11,276,062</u>	<u>\$ 75,000</u>	<u>\$ 75,000</u>	<u>\$ 11,351,062</u>
APPROPRIATIONS				
Sanitation Fund	\$ 11,276,062	\$ -	\$ -	\$ 11,276,062
Transfer to FIP	-	75,000	75,000	75,000
Total Appropriations	<u>\$ 11,276,062</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 11,351,062</u>

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

Adopted this 9th day of January, 2025

P. J. Connelly, Mayor

ATTEST:

Valerie P. Shiuwegar, City Clerk