

Agenda

Greenville City Council

June 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 Mayor P.J. Connelly
- III. Pledge of Allegiance
- IV. Roll Call
- V. Approval of Agenda
- VI. Special Recognitions
 - 1. Graduates of 2024-2025 Chamber of Commerce Leadership Institute Jessica Carter and William Stokes

VII. Public Comment Period

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

VIII. Consent Agenda

- 2. Resolution Accepting Dedication of Rights-of-Way and Easements for Arbor Hills South, Section 2, Phase 12 & 13
- 3. Resolution Accepting Dedication of Rights-of-Way and Easements for Winslow West
- 4. Resolution Approving Lease Agreement for Hazard Mitigation Grant Program Properties
- 5. Ordinance and Reimbursement Resolution Amending Greenville Utilities Commission's FY 2024-2025 Budget and Various Capital Project Budgets
- 6. Recommendation by Greenville Utilities Commission for the Purchase of Real Property (Parcel Number 47441) Located Near the Intersection of Dickinson Avenue Extension and Frog Level Road for the Construction of a New Elevated Water Tank
- 7. Contract with The Ferguson Group for FY 2025-2026
- 8. Contract with Cummins for Emergency Generator Monitoring and Service Contract
- 9. Construction Contract Award for Solid Waste Office Renovations
- 10. Request to Purchase New Additional Equipment for the Engineering Department's Traffic Services Division and for Fire/Rescue EMS
- 11. Various Tax Refunds Greater Than \$100

IX. New Business

Public Hearings

12. Public Hearing on the Proposed Fiscal Year 2025-26 City of Greenville Budget including the FY 2025-26 Manual of Fees and also including Sheppard Memorial Library, the Pitt-Greenville Convention & Visitors Authority, and Greenville Utilities Commission budgets and a Public Hearing to Be Held Concurrently on the Appropriation of Economic Development Funds for the Greenville ENC Alliance

Other Items of Business

- 13. Fiscal Year 2025-26 Contract for Services with the Pitt County Arts Council at Emerge
- 14. Memorandum of Understanding with Pitt Community College for Development of Affordable Housing
- 15. Consideration of Additional One-Stop Voting Sites
- 16. Budget Ordinance Amendment #11 Amending the 2024-25 City of Greenville Budget (Ordinance #24-038), Vehicle Replacement Fund (Ordinance #24-038), Housing Fund (Ordinance #24-038), Recreation & Parks Capital Project Fund (Ordinance #17-024), Fire/Rescue Capital Project Fund (Ordinance #17-024), Occupancy Tax Fund (Ordinance #11-003), Special Revenue Grant Fund (Ordinance #11-003), ARPA Fund (Ordinance

#21-053), and Affordable Housing Fund (Ordinance #17-024)

- X. Review of June 12, 2025, City Council Agenda
- XI. City Manager's Report
- XII. Comments from Mayor and City Council
- XIII. Adjournment



City of Greenville, North Carolina

Title of Item:	Resolution Accepting Dedication of Rights-of-Way and Easements for Arbor Hills South, Section 2, Phase 12 & 13
Explanation:	In accordance with the City's Subdivision regulations, rights-of-way and easements have been dedicated for Arbor Hills South, Section 2, Phase 12 & 13 (Map Book 93 at Page 129). A resolution accepting the dedication of the aforementioned rights-of-way and easements is attached for City Council consideration. The final plat showing the rights-of-way and easements is also attached.
Fiscal Note:	Funds for the maintenance of these rights-of-way and easements are included within the fiscal year 2024-2025 budget.
Recommendation:	City Council adopt the attached resolution accepting dedication of rights-of-way and easements for Arbor Hills South, Section 2, Phase 12 & 13.

ATTACHMENTS

Arbor Hills S Sec 2 Ph 12 & 13 Resolution.doc Arbor Hill CLuster Phase 12 &13 FP-2025-0013.pdf

RESOLUTION NO. A RESOLUTION ACCEPTING DEDICATION TO THE PUBLIC OF RIGHTS-OF-WAY AND EASEMENTS ON SUBDIVISION PLATS

WHEREAS, G.S. 160D-806 authorizes any City Council to accept by resolution any dedication made to the public of land or facilities for streets, parks, public utility lines, or other public purposes, when the lands or facilities are located within its subdivision-regulation jurisdiction; and

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

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

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

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

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

Arbor Hills South, Section 2, Phase 12 & 13 Map Book 93 at Page 129

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

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

Adopted the 9th day of June, 2025.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

NORTH CAROLINA PITT COUNTY

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

WITNESS my hand and official seal this the 9th day of June, 2025.

Notary Public

My Commission Expires:



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City of Greenville, North Carolina

<u>Title of Item:</u>	Resolution Accepting Dedication of Rights-of-Way and Easements for Winslow West
Explanation:	In accordance with the City's Subdivision regulations, rights-of-way and easements have been dedicated for Winslow West (Map Book 89 at Page 157). A resolution accepting the dedication of the aforementioned rights-of-way and easements is attached for City Council consideration. The final plat showing the rights-of-way and easements is also attached.
Fiscal Note:	Funds for the maintenance of these rights-of-way and easements are included within the fiscal year 2024-2025 budget.
Recommendation:	City Council adopt the attached resolution accepting dedication of rights-of-way and easements for Winslow West.

ATTACHMENTS

COG-#1205189-v1-Winslow_West_Resolution.doc Winslow West FP 22-30.pdf

RESOLUTION NO. A RESOLUTION ACCEPTING DEDICATION TO THE PUBLIC OF RIGHTS-OF-WAY AND EASEMENTS ON SUBDIVISION PLATS

WHEREAS, G.S. 160D-806 authorizes any City Council to accept by resolution any dedication made to the public of land or facilities for streets, parks, public utility lines, or other public purposes, when the lands or facilities are located within its subdivision-regulation jurisdiction; and

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

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

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

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

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

Winslow West Map Book 89 at Page 157

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

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

Adopted the 9th day of June, 2025.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

NORTH CAROLINA PITT COUNTY

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

WITNESS my hand and official seal this the 9th day of June, 2025.

Notary Public

My Commission Expires:





City of Greenville, North Carolina

Title of Item:	Resolution Approving Lease Agreement for Hazard Mitigation Grant Program Properties
Explanation:	North Carolina General Statute (G.S.) §160A-272 allows for any property owned by a city to be leased for such terms and conditions determined by a council for no more than 10 years, upon 30 days' public notice and a resolution of the council adopted at a regular meeting.
	The City of Greenville's Hazard Mitigation Grant Program (HMGP) allows for lease of City-owned properties at an approved annual rental rate of \$1.00. This item requests for the City Council of the City of Greenville to approve a HMGP lease with Jamie Carlson for the following City-owned properties:
	 214 Stancill Drive - Parcel #17142, consisting of .17 acres 216 Stancill Drive - Parcel #21013, consisting of .21 acres
	The intended use of this property is to maintain its function as a community garden. The proposed lease is for a term of five (5) years with an option to renew for five (5) additional but separate one (1) year terms, for the annual rental sum of \$1.00 per property pursuant to G.S. §160A-272. A resolution approving the lease agreement for these specific Hazard Mitigation Grant Program properties is attached.
Fiscal Note:	Annual rental sum of \$1.00 per property.
<u>Recommendation:</u>	Staff recommends approval of the resolution for the properties and lease for a term of five (5) years with an option to renew for five (5) additional, for the annual rental sum of \$1.00 per property and authorize the City Manager to execute the lease agreements and any additional documents, as required.

ATTACHMENTS

HMGP Lease-Jamie Carlson Consent Agenda.pdf

Public Notice of Lease of City Property.pdf

RESOLUTION NO. – 2025

RESOLUTION APPROVING LEASE AGREEMENT FOR HAZARD MITIGATION PROGRAM PROPERTIES

WHEREAS, North Carolina General Statute (G.S.) §160A-272 authorizes the City Council of the City of Greenville ("City Council") to approve a lease of property for a term of less than ten (10) years for any property owned by the City for such terms and upon such conditions as City Council may determine upon 30 days' public notice and pursuant to a resolution;

WHEREAS, the City is the owner of real property situated within the City of Greenville, Pitt County, North Carolina located at:

214 Stancill Drive - Parcel #17142, consisting of .17 acres **216 Stancill Drive** - Parcel #21013, consisting of .21 acres;

WHEREAS, the City Council does hereby determine that the properties herein described will not be needed by the City for the term of the lease;

WHEREAS, the party desires to enter a lease for the property(s) for a term of five (5) years with an option to renew for five (5) additional, but separate one (1) year terms, for the annual rental sum of \$1.00 pursuant to G.S. \$160A-272; and

WHEREAS, the required notice has been published and the City Council is convened in a regular meeting.

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

- 1. It does hereby approve the lease agreement for the properties and lessee cited herein for terms of less than ten years and a rental payment of \$1.00 per year, including:
 - Jamie Carlson
 - o 214 Stancill Drive Parcel #17142, consisting of .17 acres
 - o 216 Stancill Drive Parcel #21013, consisting of .21 acres
- 2. The City Manager is authorized to execute said lease agreement and other documents and negotiate any additional terms necessary that are in the best interest of the City that are not inconsistent with the terms herein to effectuate the intent of this resolution.

This the 9th day of June, 2025.

P.J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

NORTH CAROLINA PITT COUNTY

HMGP LOTS LEASE AND MAINTENANCE AGREEMENT

THIS LEASE AND MAINTENANCE AGREEMENT, is made and entered into this the <u>day of June</u>, 2025, by and between the CITY OF GREENVILLE, an incorporated municipality of the State of North Carolina, hereinafter referred to as "LESSOR," and <u>Jamie Carlson, 98 Lancaster Dr.</u> Greenville, NC 27834, hereinafter referred to as "LESSEE;"

WITNESSETH:

That the LESSOR hereby leases to the LESSEE the premises commonly known as <u>City Owned</u> <u>HMGP parcel 17142, 214 Stancill Drive</u>, consisting of approximately <u>.17</u> acre(s) and <u>City Owned</u> <u>HMPG parcel 21013, 216 Stancill Drive</u>, consisting of approximately <u>.21</u> acre(s), in Pitt County, North Carolina, all as shown on the diagram(s) or survey(s) for the "City of Greenville" and marked by legal description as Exhibit "A" which is attached hereof, and further described by a legal description. <u>Attached is a copy of the deed with legal description and survey</u>,

This LEASE and MAINTENANCE AGREEMENT is executed upon the following terms and conditions:

- 1. TERM. For Five (5) years, which shall begin on the <u>day of June, 2025</u>, and shall exist and continue until the <u>day of June, 2030</u>, unless sooner terminated as hereinafter set forth.
- 2, EXTENSION OF TIME. It is further understood and agreed by and between the parties hereto that either party can exercise the option to renew the lease for an additional One (1) year period up to and including a maximum of Five (5) additional One (1) year periods as needed by giving notice to the other party in writing and not less than <u>ninety (90) days</u> prior to the expiration of the lease, and with the consent of the other party.
- 3. RENT. The LESSEE agrees to pay as rent to LESSOR the sum of \$1.00 per parcel per year for each year of the term of the lease and any extension periods for the leased premises, and additional consideration in the form of the required maintenance of the property according to the terms of this Agreement. Rent for this lease's 5-year period will be <u>\$10.00</u>.
- 4. ASSIGNMENT SUBLETTING. This lease shall not be assigned, or the leased property sublet, without the written consent of the LESSOR. Such consent not to be unreasonably withheld.
- 5. TERMINATION. Either party shall have the right to terminate this Lease and Maintenance Agreement upon ninety (90) days written notice to the other party. The LESSOR shall not exercise the option-to terminate the lease as long as the LESSEE agrees to the terms of the lease and complies with its conditions, or unless the LESSOR identifies an alternate future use of the property to serve a public purpose.
- 6. MAINTENANCE. During the term of this lease, LESSEE shall maintain the real property in good condition; including but not limited to cutting grass (grass shall be cut and maintained at a reasonable lawn length) or other vegetation, trimming of shrubs and plants as necessary, and insuring that no trash nor other debris accumulates upon the property.

- 7. REMOVAL OF TREES AND/OR SHRUBS. LESSEE shall not remove or cause to be removed any trees or shrubs without prior written approval of the City of Greenville.
- 8. PERMISSIBLE USES OF PROPERTY: The real property, the subject of this Agreement is restricted to certain uses, as follows:

THE FOLLOWING USES OF THE PROPERTY **ARE NOT ALLOWED:** No commercial use of the property; No hunting shall be allowed; and No new structures may be placed or constructed upon the property.

THE FOLLOWING ARE ALLOWED USES OF THE PROPERTY:

Open space, recreational, or wetland, which includes, but not limited to: Parks, outdoor recreational activities, gardening, nature reserves, cultivation, grazing and temporary parking areas provided that such lots receive site plan approval, meet all zoning regulations and are found to be in conformity to all stormwater, watershed and FEMA environmental regulations.

NO OTHER USES ARE PERMITTED ON THIS PROPERTY.

Furthermore, any use of the property shall be in conformity with all existing zoning regulations, deed restrictions and covenants of record in the office of the Register of Deeds in Pitt County, North Carolina.

- 9. LESSOR shall periodically visit and examine the property to assure that all provisions of this Lease Maintenance Agreement are being followed.
- 10. LESSEE shall make no unlawful or offensive use of the premises, nor allow any others to do so.
- 11. DEFAULT. Failure of LESSEE to comply with the terms and conditions of this Agreement shall constitute a breach of the Agreement. In the event of such a breach, the LESSEE shall be in default, and if such default shall not have been cured within 30 days of receipt by LESSEE of a written notice of such default, the LESSOR, without any other notice or demand, may terminate this Agreement and require LESSEE to immediately surrender the premises.
- 12. INSURANCE. LESSEE, shall during the entire term of this Agreement, keep in full force and effect a policy of public liability insurance with respect to the premises. LESSEE further agrees to hold harmless, defend and indemnify LESSOR, its mayor, council, managers, directors, employees and agents from any and all claims of liability or loss resulting in damage or loss to property, body or life alleged to have occurred during the term of this Agreement or any extensions thereto.

IN TESTIMONY WHEREOF, the parties have executed this Agreement hereto, in duplicate originals, as of the date first above written.

			City of Greenville:		
LESSOR: By:					
		Michael Cowin, City M	lanager		
LESSEE:		Jamie Carlson		······	
		98 Lancaster Dr.			
		<u>Greenville</u> City	NC State	27834 Zip	
				1	
NORTH CAROLINA COUNTY					
I,		, a Notary Publi	c of the aforesaid County an	d State, certify that	
			ared before me and acknowle		
		1.55	North Carolina and pursua	nt to authority duly	
given, and as an act of the C	City, executed t	his Agreement for the pur	pose herein expressed.		
WITNESS my hand and No	otarial Seal this	the day of		20	
			NOTARY PUBLIC		
My Commission Expires:					
NORTH CAROLINA COUNTY					
I,	. a Notary P	ublic of the aforesaid Cou	nty and State, certify that		
	hold.		d acknowledged the due exe	cution of the	
foregoing agreement for the	e purposes as h	erein set forth.			
WITNESS my hand and No	otarial Seal this	the day of		20	
My Commission Expires:			NOTARY PUBLIC		



Pitt County Government Greenville, North Carolina www.pittcountync.gov





Building # / Unit: Acreage: 0.17 Current Owner Current Owner Boed/Document: 14-47 Deed/Doc. Date: 05/01/2007 Deed/Doc. Date: 0 Building Type/Use: Number of Buildings: 0 Year Built: 0 For al Living Area: 0 Building Value: 0
Building # Acreage: Acreage: Curren O. Curren O. Deed/Doc. Deed/Doc. Sales Price Building T Number o Year Built Total Livii Building V

BOOK 1099 PAGE 723

Prepared By: L. ALLEN HAHN, P.A. Return To: <u>CITY of BLAEN VICE</u>

NORTH CAROLINA COUNTY OF PITT

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P.A. ATTONNEY AT

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L ALLEN

THIS DEED, made and entered into this the $\int \frac{\beta}{2}$ day of January 2001, by and between KENNETH JOSEPH DAVIS, and wife, LINDA C. DAVIS, of Pitt County, North Carolina, hereinafter called GRANTOR, and CITY OF GREENVILLE, A North Carolina Municipality, hereinafter called GRANTEE;

WITNESSETH:

That Grantor, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration to him in hand paid by Grantee, the receipt of which is hereby acknowledged, has given, granted, bargained, sold and conveyed and by these presents does give, grant, bargain, sell and convey unto the said Grantee, its successors and assigns, in fee

simple, the following described real property, to-wit:

That certain lot or parcel of land situate, lying and being in the City of Greenville, Pitt County, North Carolina, being located on the east side of Stancill Drive between Willow Street and River Drive and being Lot Number Twelve (12) in Block "F" of the Johnston Heights Subdivision, Addition No. 3. as shown on the map of said subdivision prepared by Rivers & Associates, dated February 9, 1965, and recorded in Map Book 14 at Page 47 in the Office of the Register of Deeds of Pitt County, to which map reference is hereby made for a more particular description of said lot.

This realty is conveyed subject to the following Restrictive Covenants as required by the Federal Emergency Management Agency and the North Carolina Department of Crime Control and Public Safety, Division of Emergency Management, pursuant to the Robert T. Stafford Disaster Act, Public Law 93-288 and 44 CFR 206.434:

Pitt COUNTY KC 01/19/2001 15 \$180.00 STATE THE NORTH Real Estate Excise Tax 1

100x1099 PAGE 724

HIRL

ALLEN HAHN. P.A., ATTORNEY AT LAW, 301 A RED BANKS ROAD, POST OFFICE DRAWER 661, GREENVILLE, N.C.

 This property shall be dedicated and maintained in perpetuity for uses compatible with open space, recreational, or wetlands management practices; and

- (2) No new structure(s) shall be built on this property except for the following:
 - A public facility that is open on all sides and functionally related to a designated open space or recreational use; or
 - (ii) A public restroom; or
 - (iii) A structure that is compatible with open space, recreational, or wetlands management usage and proper floodplain management policies and practices, which the Director of the Federal Emergency Management Agency (FEMA) approves in writing before the construction of the structure begins; and
- (3) No application for State or Federal disaster assistance will be made for this property for any purpose and no such assistance shall be provided; and
- (4) Any structure built on this property shall be located to minimize the potential for flood damage, be flood-proofed, or be elevated to the Base Flood Elevation plus one foot of freeboard; and
- (5) On October 1, 2001, and every two (2) years following this date, the City of Greenville shall report to the North Carolina Division of Emergency Management (NCDEM) to certify that this property is maintained consistent with the deed restrictions listed herein; and
- (6) Allowable uses for this property are open spaces, recreational, and wetland management uses such as parks for outdoor recreational activities, nature reserves, cultivation, grazing, camping (except for where adequate warning time is not available to allow evacuation), temporary storage in the open of wheeled vehicles that are easily moveable (except mobile homes), unimproved, permeable parking lots, and buffer zones. Allowable uses do not include walled buildings, flood reduction levees, or other uses that obstruct the natural and beneficial functions of the floodplain.

The foregoing Restrictive Covenants shall run with the land and be binding upon all parties having any right, title or interest in the described realty, and upon their successors and assigns. However, these Restrictions are not intended to restrict the rights of third parties in existing easements for public roads, highways, public utilities, railroads and pipelines.

BOOK 1099 PAGE 725

TO HAVE AND TO HOLD the above described real property with all the rights, privileges and appurtenances thereunto belonging or in anywise appertaining unto the said Grantee, its successors and assigns, in fee simple forever.

And the Grantor, for himself, his heirs and assigns, covenants with Grantee, his heirs and assigns, that he is seized of said premises in fee and has the right to convey the same in fee simple; that the same is free and clear from all encumbrances except easements and restrictions of record and 2001 ad valorem taxes which are to be prorated between Grantor and Grantee at the time of closing, noncompliance with local, county, state or federal governmental laws, ordinances, or regulations relative to zoning, subdivision, occupancy, use, construction or the development of the subject property, if any, and that he will warrant and defend the title to the same against the lawful claims of all persons whomsoever.

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P.A., AJTORNEY AT LAW.

When reference is made to the Grantor or Grantee, the singular shall include the plural, and any reference to gender shall include masculine, feminine and neuter.

IN WITNESS WHEREOF, Grantor has adopted the word "SEAL" as his seal and has hereunto set his hand and seal on this the day and year first above written.

Ken fright Dar KENNETH JOSEPH DAVIS (SEAL) . . Made C. Davis (SEAL)

100x1099 PAGE 725-A STATE OF NORTH CAROLINA COUNTY OF PITT 1. Jaimie N. Cutter I, Jaimie N. Cutter, a Notary Public of the aforesaid County and State do hereby certify that KENNETH JOSEPH DAVIS AND LINDA C. DAVIS personally appeared before me this day and acknowledged the due execution of the foregoing deed of conveyance. TLEA Witness my hand and Notarial Seal, this the 18 day of January, 2001. your n. Curles NOTARY PUBLIC anna, 9 opmission Expires: 7.00 CC "Ingmmm." STATE OF NORTH CAROLINA COUNTY OF PITT POST OFF , a Notary Public of Cutter The foregoing certificate of Jamie Λ the aforesaid County and State, is certified to be correct. Filed for registration at $\frac{227}{42}$, this the <u>19</u> day of January, 2001. (QVD) A RED BANKS JUDY J. TART, REGISTER OF DEEDS PITT COUNTY, NORTH CAROLINA 10 P.A., ATTORNEY AT LAW. BY: Undersh & Baurefox ass HARN. VILLEN

21



Pitt COUNTY NC 05/21/2001

Thomas H. Johnson, Jr., Attorney

MORTH CAROLINA PHT COUNTY

BOOK 1146 PAGE 117

BEN THIS DEED made and entered into this the 2th day of May, 2001, by and between GAIL STANCILL SCHUMACK and husband, THOMAS SHUMACK of Navarre Beach, Florida, Granton; and the CITY OF GREENVILLE, Grantee;

DEED

\$186.00

Real Estate

Excise Tax

WITNESSETH:

That Grantors for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration to them in hand paid by the Grantee, the receipt of which is hereby acknowledged, have bargained and sold and by these presents do hereby bargain, sell, and convey unto Grantee, its heirs and assigns, in fee simple, that certain lot or parcel of land lying and being in City of Greenville, Pitt County, North Carolina and being more particularly described as follows:

Being known, designated and numbered as Lot No. Thirteen (13) in Section "F" of the Johnston Heights Subdivision, Addition #3, as shown on the map of said subdivision made by Rivers and Associates, Inc., Consulting Engineers, dated February 9, 1965, and recorded in Map Book 14 at Page 47 of the Pitt County Registry.

This conveyance is subject to the restrictive covenants appearing of record in the Pitt County Registry and to the following:

1. This property shall be dedicated and maintained in perpetuity for uses compatible with open space, recreational, or wetlands management practices; and

No new structure(s) shall be built on this property except for the following:

(i) A public facility that is open on all sides and functionally related to a designated open space or recreational use; or

(ii) A public restroom; or

2.

(iiii) A structure that is compatible with open space, recreational, or wetlands management usage and proper floodplain management policies and practices, which the Director of the Federal Emergency Management Agency (FEMA) approves in writing before the construction of the structure begins; and

3. No application for State or Federal disaster assistance will be made for this property for any purpose and no such assistance shall be provided; and

Any structure built on this property shall be located to minimize the potential for flood damage, be flood-4. proofed, or be elevated to the Base Flood Elevation plus one foot of freeboard; and

On October 1, 2001, and every two (2) years following this date, the City of Greenville shall report to the 5. North Carolina Division of Emergency Management (NCDEM) to certify that this property is maintained consistent with the deed restrictions listed herein; and



BOOK 1146 PALE 118

6. Allowable uses for this property are open space, recreational, and wetland management uses such as parks for outdoor recreational activities, nature reserves, cultivation, grazing, camping (except for where adequate warning time is not available to allow evacuation), temporary storage in the open of wheeled vehicles that are easily moveable (except mobile homes), unimproved permeable parking lots, and buffer zones. Allowable uses do not include walled buildings, flood reduction levees, or other uses that obstruct the natural and beneficial functions of the floodplain.

TO HAVE AND TO HOLD the foregoing described lot or parcel of land and all privileges and appurtenances thereunto belonging or in anywise appertaining unto the said Grantee, its successors and/or assigns, in fee simple forever.

And Grantors, for themselves, their heirs, executors and administrators, covenant to and with the Grantee, its successors and assigns that they are seized in fee of said premises and have the right to make this conveyance in fee simple; that the same is free and clear of all encumbrances whatsoever except for restrictive covenants, if any, of record in the Pitt County Registry, highway or road rights of way, any easements of record in the Pitt County Registry, any and all zoning regulations of the City of Greenville or County of Pitt, State of North Carolina, and ad valorem taxes subsequent to the year 2000; and that they will forever warrant and defend the title to the same against the lawful claims of all persons whomsoever.

IN TESTIMONY WHEREOF, the said Grantors have hereunto set their hands and seals this the day and year first above written.

Staniel Sch ch_(SEAL) GAIL STANCILL SCHUMACK (SEAL) OMAS SCHUMACK

STATE OF FLORIDA COUNTY OF <u>Santa Rosa</u>

I. <u>Niccle Witth</u>, a Notary Public in and for the aforesaid County and State do hereby certify that <u>GAIL STANCILL SCHUMACK</u> and <u>THOMAS SCHUMACK</u> personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

> Witness my hand and Notary Seal this the <u>874</u> day or May, 2001. <u>Alleelo (With G</u> Notary Public

My Commission Expires: 5/2/03

NOTARY PUBLIC STATE OF FLORIDA NICOLE WARTH COMMISSION # CC842572 EXPRES 622003 BONDED THRU ASA 1-655-NOTARY 1

NORTH CAROLINA: Pitt County The foregoing certificate(s) of Notary(ies) Public is (are) certified to be correct. Filed for registration at 220 'clock M. this IUDY J. TART, Register of Deeds day of MO 2001



GreenvilleCity	
Public Meetings	Public Notice of the Sale of City and County-Owned Property
Police Community Relations Committee will most on Tuesday, May 13, at 6:00 p.m. at the Church of Jesus Christ of Latter Day Saints, 307 Martinsborough Road	The public will take notice that the City Costnol of the City of Greenwile proposes to accept sealed bids for the purchase of the following properties identified as. Pit County tax parcel 20072 located at 2815 East 10th Street and Pit County tax parcel 20310 located at 0 East Fifth Street.
Alfordable Housing Loan Committee will meet on Wednesday, May 14, at 4.00 p.m. in the Council Chambers of City Hall, 200 West Fifth Street	An aerial map of the properties, a sales map (recombination map), and a bid form can be found at the City of Greenville's website at the following link: www greenvillence go Protect copies of the aerial map, cales map (recombination map), and bid form can also be obtained from the City Clerk's Office located in City Hall at 205 West Fifth Stree
Recreation and Parks Commission will meet on Wednesday, May 14, at 5:30 p.m. in City Hall Conference Room 337, 200 West Fifth Street	Greenville NC, 2783.4 Persons avoiding to uppert the offer that has been received shall submit a sealed and arts their offer to the Officient of the City Cerk at the tolkinung address City of Greenville. NC 27858. All bids shall be submitted and deliviered to the officient of the City Cerk and the first bard of the City Cerk and the submitted and deliviered to the officient of the City Cerk and the first bard of QU Cerk and the State of the City Cerk and the submitted and deliviered to the officient of the City Cerk bard on the tolking of the tolking of the City Cerk bard on the tolking of t
Pit-Greenville Convention & Visitors Authority will meet on Founday, May 15, at 11.00 a.m. at the Julep in the Hitton Greenville, 207 SW Greenville Boulevard	d any, and the highest qualifying bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer. The new offer will be re-achieversed and a ten (10) day period has pasted without receipt of a qualifying upset bid. No bids shall be accepted unless open here of finer is accempanied of a cash, casher or certified encode that a could be 5% of the amount bid and a completed bat form. The minimum
Greenville Utilities Commission wit meet on Thursday, May 15, at 12 00 p.m. in the GUC Board Room, 401 South Greene Street	uness upon reads that is accumpted by a bit oppont of uson, above to remark other that is explained and a time and and a complete above minimum of a mark of the accumpted above minimum of the accumpted above min
BECOME INVOLVED	the that high bit is accepted and the right to reject an bad at any time indicate internation may be obtained from a lob a nin –s us pilm at the units of the Liny Clerk. 200 N Fifth Street, Greenwile, NC, 27658, or by telephone at (252) 329-4422.
Address of the second sec	Public Notice of Lease of City Property
IN YOUR LOCAL COVERNMENT The Mayor and City Council will soon be considering appointments to boards and commissions. If you live inside the City Finites and would like to be considered, contact the City Cierk's Office at (252) 329-4420.	The City Council of the City of Greenville (the "Cn/") intends to enter leases of the following city-owned property(s) purchased through the Hazard Mögatan Chait Program 1) Jame Carison–214 Stancil Dr. – Parcel # 17142, consisting of 21 acres 2) Jame Carison–216 Stancil Dr. – Parcel # 21013, consisting of 21 acres The City intends's Issue the property(s) to the isonified (accesses for a term of the City graan static han option to encour for the (s) additional, but spazine are (1) year terms, at \$10 option property property (b) to the isonified (accesses for a term of the City graan static han option to encour for the (s) additional, but spazine are (1) year terms, at \$10 option property property (b) to the isonified (accesses for a term of the City Council impeting to be held in the Council Chait Matter of City Hail, 200 West Fifth Street 3d Fig Greenulde Noth Carolina 45 00 p. m of June 9 2055 Att that them the City Council impeting to authorize the lease(s) of the property(s) described above



City of Greenville, North Carolina

<u>Title of Item:</u>	Ordinance and Reimbursement Resolution Amending Greenville Utilities Commission's FY 2024-2025 Budget and Various Capital Project Budgets
Explanation:	The fiscal year 2024-2025 Electric, Water, Sewer, and Gas Fund Budgets need to be amended to ensure that the estimated sources of revenue appropriately cover the estimated expenditures and contingencies for the remainder of the fiscal year and to also alleviate the potential of actual expenditures being over the budget. On May 15, 2025, the GUC Board of Commissioners approved the fiscal year 24-25 budget amendments, which include certain capital project budget amendments.
Fiscal Note:	No cost to the City.
Recommendation:	Adopt the attached Ordinance and Resolution amending GUC's fiscal year 2024-2025 budget which includes capital project budget amendments.

ATTACHMENTS

Ordinance Amending 2024-25 Budget.xlsx

COG Reimbursement Resolution for Capital Projects in FY 2024-25 Amendment.docx

ORDINANCE NO. 25-CITY OF GREENVILLE, NORTH CAROLINA TO AMEND THE GREENVILLE UTILITIES COMMISSION 2024-25 BUDGET, AND TO AMEND VARIOUS CAPITAL PROJECT BUDGETS

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

<u>Section I. Estimated Net Revenues and Fund Balances</u>. It is estimated that the following non-tax revenues and fund balances will be available during the fiscal year beginning July 1, 2024 and ending June 30, 2025 to meet the subsequent expenditures according to the following schedules:

	Revenues	Budget	<u>Change</u>	Revised
A.	Electric Fund			
	Rates & Charges Fees & Charges Miscellaneous Interest on Investments Bond Proceeds Transfer from Rate Stabilization	\$192,291,177 1,476,802 5,100,571 839,892 295,380 6,000,000	\$1,730,809 322,420 (245,793) 680,823 149,980 0	\$194,021,986 1,799,222 4,854,778 1,520,715 445,360 6,000,000
	Total Electric Fund Revenue	\$206,003,822	\$2,638,239	\$208,642,061
В.	Water Fund			
	Rates & Charges Fees & Charges Miscellaneous Interest on Investments Bond Proceeds	\$26,433,136 473,408 250,611 151,270 58,725	\$86,958 360,340 (36,185) 176,025 (53,483)	\$26,520,094 833,748 214,426 327,295 5,242
	Total Water Fund Revenue	\$27,367,150	\$533,655	\$27,900,805
C.	Sewer Fund			
	Rates & Charges Fees & Charges Miscellaneous Interest on Investments Bond Proceeds	\$25,806,395 443,161 139,037 145,578 210,975	\$10,575 172,723 (16,137) 179,182 (11,983)	\$25,816,970 615,884 122,900 324,760 198,992
	Total Sewer Fund Revenue	\$26,745,146	\$334,360	\$27,079,506
D.	Gas Fund			
	Rates & Charges Fees & Charges Miscellaneous Interest on Investments Bond Proceeds	\$41,348,067 176,023 114,393 256,894 215,550	\$3,042,077 (42,269) 112,973 274,575 (38,466)	\$44,390,144 133,754 227,366 531,469 177,084
	Total Gas Fund Revenue	\$42,110,927	\$3,348,890	\$45,459,817
	Total Revenues	\$302,227,045	\$6,855,144	\$309,082,189

<u>Section II.</u> Expenditures. The following amounts are hereby estimated for the Greenville Utilities Commission to be expended for managing, operating, improving, maintaining, and extending electric, water, sewer and gas utilities during the fiscal year beginning July 1, 2024 and ending on June 30, 2025, according to the following schedules:

Expenditures	<u>Budget</u>	<u>Change</u>	Revised
Electric Fund Water Fund Sewer Fund Gas Fund	\$206,003,822 27,367,150 26,745,146 42,110,927	\$2,638,239 533,655 334,360 3,348,890	\$208,642,061 27,900,805 27,079,506 45,459,817
Total Expenditures	\$302,227,045	\$6,855,144	\$309,082,189

Section III. Capital Projects. The following Capital Project Budgets previously established are hereby amended.

(a) The revenues anticipated to be available to complete the projects are amended as follows.

Line #	Revenue Description	<u>Budget</u>	Change	Revised
1	Proceeds from long-term debt	\$7,720,000	\$6,880,000	\$14,600,000
2	Capital projects fund balance	3,000,000	260,000	3,260,000
3		\$10,720,000	\$7,140,000	\$17,860,000

(b) The amounts appropriated for the projects are amended as follows:

	Project Description			
4	FCP10245 Admin HVAC Upgrades	\$1,700,000	\$800,000	\$2,500,000
5	ECP10168 POD #3 to Simpson Substation 115 kV Transmission Loop	6,600,000	2,000,000	8,600,000
6	WCP10037 NCDOT Memorial Drive Bridge Water Main Relocation	300,000	300,000	600,000
7	WCP10040 Water Treatment Plant Lab Upgrades	1,000,000	1,000,000	2,000,000
8	WCP10046 Allen Road Widening (NCDOT U-5875)	10,000	300,000	310,000
9	SCP10250 Allen Road Widening (NCDOT U-5875)	10,000	340,000	350,000
10	GCP10108 Allen Road Widening (NCDOT U-5875)	1,000,000	1,500,000	2,500,000
11	GCP10114 14th Street Widening (NCDOT U-5917)	100,000	900,000	1,000,000
12		\$10,720,000	\$7,140,000	\$17,860,000

(c) The capital project revenues and expenditures authorizations shall extend from year to year until each project is completed.

Section IV. Amendments.

(a) Pursuant to General Statutes 159-15, these budgets may be amended by submission of proposed changes to the City Council.

(b) Notwithstanding Subsection (a) above, the General Manager/CEO of Greenville Utilities Commission is authorized to transfer funds from one appropriation to another in an amount not to exceed \$100,000. Any such transfers shall be reported to the Greenville Utilities Commission and the City Council at their next regular meeting and shall be entered in the minutes.

(c) In case of emergency which threatens the lives, health, or safety of the public, the General Manager/CEO may authorize expenditures in an amount necessary to meet the emergency so long as the expenditure(s) is/are reported to the Greenville Utilities Commission as soon as possible, and appropriate budget amendments are submitted to the City Council, if necessary, at its next meeting.

(d) Capital Projects listed in section III may be amended on an individual project basis.

<u>Section V: Distribution</u>. Copies of this ordinance shall be furnished to the General Manager/CEO and the Chief Financial Officer of the Greenville Utilities Commission, and the Director of Financial Services of the City of Greenville to be kept on file by them for their direction in the disbursement of funds.

Adopted this the 9th day of June, 2025.

Attest:

P. J. Connelly, Mayor

Valerie Shiuwegar, City Clerk

RESOLUTION NO. 25-__ RESOLUTION DECLARING THE INTENTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE TO REIMBURSE THE GREENVILLE UTILITIES COMMISSION, OF THE CITY OF GREENVILLE, NORTH CAROLINA, A BODY POLITIC DULY CHARTERED BY THE STATE OF NORTH CAROLINA, FROM THE PROCEEDS OF ONE OR MORE FINANCING(S) FOR CERTAIN EXPENDITURES MADE AND TO BE MADE IN CONNECTION WITH THE ACQUISITION AND CONSTRUCTION OF CERTAIN IMPROVEMENTS

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

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

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

WHEREAS, the Additional Improvements consist of HVAC upgrades, electric transmission main construction, water and sewer main relocations, water treatment plant lab upgrades, and gas main relocations; and

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

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

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

<u>Section 2</u>. Each Expenditure was or will be either (a) of a type chargeable to capital account under general federal income tax principles (determined as of the date of the Expenditures), (b) the cost of issuance with respect to the Debt, (c) a non-recurring item that is not customarily payable from current revenues of the Combined Enterprise System, or (d) a grant to a

party that is not related to or an agent of the Commission or City so long as such grant does not impose any obligation or condition (directly or indirectly) to repay any amount to or for the benefit of the Commission or City.

Section 3. The principal amount of the Debt estimated to be issued to reimburse the Commission for Expenditures for the Additional Improvements is estimated to be not more than \$17,860,000.

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

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

<u>Section 6</u>. The resolution shall take effect immediately upon its passage.

Adopted this the 9th day of June, 2025.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar City Clerk

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

Noes: _____

* * * * * *

I, Valerie Shiuwegar, City Clerk of the City of Greenville, North Carolina DO HEREBY CERTIFY that the foregoing is a true copy of such much of the proceedings of the City Council of said City at a regular meeting held on June 9, 2025 as it relates in any way to the passage of the foregoing resolution and that said proceedings are recorded in the minutes of said Council.

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

WITNESS my hand and the official seal of said City, this 9th day of June, 2025.

City Clerk

[SEAL]



City of Greenville, North Carolina

<u>Title of Item:</u>	Recommendation by Greenville Utilities Commission for the Purchase of Real Property (Parcel Number 47441) Located Near the Intersection of Dickinson Avenue Extension and Frog Level Road for the Construction of a New Elevated Water Tank
Explanation:	The most recent water distribution system master plan determined that Greenville Utilities Commission's water system will need additional storage to meet the growing system demand and to provide the required storage during emergency situations. After an elevated tank site identification and evaluation process, GUC selected a property for the construction of a new elevated water tank. The recommended property is located near the southeast corner of the intersection of Dickinson Avenue Extension and Frog Level Road (4335 Dickinson Avenue Ext.) and consists of five acres. The purchase price is \$375,000, which is the appraised value of the property. It is intended that a closing on the property will take place in the third quarter of 2025. On May 15, 2025, the GUC Board of Commissioners approved the purchase of said property for \$375,000 for the construction of a new elevated water tank and authorized the General Manager/CEO to execute the related closing documentation and recommends similar action by City Council.
Fiscal Note:	No cost to the City.
<u>Recommendation:</u>	Authorize the purchase of said real property including the execution of the offer to purchase and any other related closing documents.



City of Greenville, North Carolina

Title of Item:	Contract with The Ferguson Group for FY 2025-2026
Explanation:	The City of Greenville has worked with The Ferguson Group, a lobbying firm in Washington, DC, for lobbying services since 2002. The Ferguson Group assists with identifying and securing federal grant funding for City projects and initiatives in addition to lobbying the U.S. Congress on issues affecting the City.
	Some of the projects that have been facilitated or supported by The Ferguson Group on behalf of the City of Greenville include the U.S. 264 Interstate designation (I-587), the Green Mill Run stream restoration project, Police Wireless Technology Grants, and various grant programs essential to the City of Greenville. The Ferguson Group also assisted in securing funds for the Tenth Street Connector, Greenville Transportation Activity Center (now known as the G. K. Butterfield Transportation Center), and Town Creek Culvert projects and was instrumental in the City's receipt of the BUILD Grant.
	The Ferguson Group also provided guidance on the CARES Act funding and the Coronavirus State and Local Fiscal Recovery Fund. Additionally, The Ferguson Group works with City and Congressional staff to develop projects for submittal through the appropriations process and the transportation authorization process.
	The current contract with The Ferguson Group expires on June 30, 2025. Attached for City Council's consideration is a contract with The Ferguson Group for one year, beginning on July 1, 2025, and expiring on June 30, 2026.
<u>Fiscal Note:</u>	The contract is a 12-month contract with a \$6,300 per month cost, plus reimbursement of expenses (such as travel, postage, etc.) with an annual cap of \$3,000, for a total maximum cost of \$78,600. If approved by City Council, the contract will be effective from July 1, 2025 through June 30, 2026. Funds are included in the proposed FY 2026 budget to cover the contract costs.
<u>Recommendation:</u>	Approve the contract with The Ferguson Group for the period of July 1, 2025 through June 30, 2026.

ATTACHMENTS

COG Contract with The Ferguson Group for FY 2025-2026.pdf

Contract #



Find yourself in good company

AGREEMENT FOR CONTRACTOR SERVICES

LOBBYING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into on June _____, 2025, by and between the CITY OF GREENVILLE, North Carolina, a North Carolina municipal corporation, with offices located at 200 West Fifth Street, Greenville, Pitt County, North Carolina (hereinafter referred to as the "CITY") and THE FERGUSON GROUP, L.L.C. (WASHINGTON, D.C.), a District of Columbia limited liability corporation duly authorized to conduct business in the State of North Carolina, with a principal office located at 1901 Pennsylvania Avenue, N.W., Suite 700, Washington, DC 20006, (hereinafter referred to as "TFG");

WITNESSETH:

WHEREAS, the CITY is committed to making available financial resources for the services outlined herein and pursuant to North Carolina General Statute ("NCGS") § 160A-20.1, the CITY is authorized to contract with and appropriate money to individuals, associations, or corporations, including not-for-profits, to carry out any public purpose that the CITY is authorized to engage in by law; and

WHEREAS, the parties desire to reduce to writing their agreements with respect thereto;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration passing from each party to the other, receipt of which is hereby respectively acknowledged by each of the parties hereto, TFG and the CITY do hereby agree each with the other as follows:

1. **SCOPE OF AGREEMENT.** It is the intent of this Agreement to define the contractual relationship between the CITY and TFG for TFG to provide lobbying services as included herein on behalf of the CITY. TFG and the CITY will collaborate throughout the term of this Agreement and fulfill the following roles and responsibilities:

A. TFG will:

- 1) Act as the Washington Representative to the CITY in Washington, D.C.;
- 2) Represent the CITY regarding legislative and regulatory matters impacting the CITY specifically;

- 3) Confer with the CITY and its designees at the times and places mutually agreed to by the CITY and TFG. This will be done on all organizational planning and program activity related to the Federal Agenda and that which has a bearing on the ability of the CITY to make the best use of federal program resources;
- 4) Coordinate with the CITY and its designees to develop a comprehensive strategic plan for legislative and regulatory priorities;
- 5) Review federal legislation under consideration, federal executive proposals, proposed administrative rules and regulations, and other federal developments for the purpose of advising the CITY of those items that may have a bearing on the client's policies or programs;
- 6) Notify the CITY of opportunities for federal funding and relay information necessary for securing those funds;
- 7) Secure and furnish such detailed information as may be available on federal issues in which the CITY indicates an interest;
- 8) Review and comment on proposals of the CITY, which are being prepared for submission to federal agencies, when requested to do so by the CITY;
- 9) Identify, develop, and cultivate ongoing relationships with key congressional officials and staff members;
- 10) Assist the congressional delegation in any matter that is in the best interest of the CITY and in the same manner as any other member of the CITY's staff might render assistance;
- 11) Counsel with the CITY and prepare briefing materials and/or conduct briefings for the CITY's representatives who are preparing to meet with Members of Congress, testify before congressional committees and administrative agencies, and conduct other CITY business, or attend national conferences;
- 12) Review and assist in developing the CITY's Federal Agenda;
- 13) Consult the CITY's elected officials and local staff on federal legislative affairs;
- 14) Alert the CITY to relevant federal and foundation competitive grant opportunities;
- 15) Cultivate relationships with federal agencies, garner congressional support, and provide every other level of support needed to improve the CITY's ability to obtain competitive grants;
- 16) Arrange appointments (and accommodations when requested) for the CITY's officials to facilitate the efficient and effective performance of the CITY's business while in Washington, D.C.; and
- 17) Submit periodic reports providing the latest information on issues of interest to the CITY.
- B. CITY will:
 - 1) Advise TFG of the name or names of persons authorized to request service by TFG and the person or persons to be kept advised by TFG;
 - 2) Supply TFG with a summary of all federal issues in which the CITY has interests and advise TFG of any new developments, together with the pertinent details as to the substance of such developments; and
Contract #

- 3) Supply TFG with copies of budgets, planning documents, and regular reports of the CITY's agenda and proceedings, newspapers and other materials to assist TFG in keeping current on the CITY's policies and programs.
- 2. **RELATIONSHIP OF PARTIES.** The CITY and TFG agree that TFG shall not represent itself as an officer, agent or employee of the CITY for any purposes. TFG has or will secure at its own expense, all personnel required to perform services under this Agreement. Such personnel shall not be employees of the CITY or have any contractual relationship with the CITY. TFG agrees that all personnel engaged in the services under this Agreement shall be fully qualified and shall be authorized to perform the services under this Agreement.
- 3. **PAYMENT.** For and in consideration of the services to be provided by TFG, as described in Section 1 of this Agreement, upon approval of the appropriation and expenditure by the City Council of the City of Greenville, the CITY will provide payment up to \$75,600 (Seventy-Five Thousand Six Hundred Dollars and Zero Cents) to TFG. This amount will be paid in intervals of \$6,300 (Six Thousand Three Hundred Dollars and Zero Cents) per month after submission of an invoice and supporting documentation by TFG.

Upon receipt of an invoice and appropriate supporting documentation by the CITY, the invoice will be payable within thirty (30) days from receipt. The CITY does not agree to the payment of late charges or finance charges assessed by TFG for any reason.

TFG shall pay subcontractors for work performed within seven (7) days after TFG 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 TFG and the CITY may suspend work until the subcontractor is paid.

CITY shall also reimburse TFG for the following expenses, which are not to exceed \$3,000 (Three Thousand Dollars and Zero cents) annually:

- a. All travel expenses incurred in the representation of the CITY regarding legislative and regulatory matters impacting the City specifically;
- b. All travel and incidental expenses for attendance at meetings by TFG outside Washington, D.C. or North Carolina at the request of/approval of the CITY;
- c. All incidental Washington expenses incurred in the course of conducting the CITY's business;
- d. All long-distance telephone expenses; and
- e. Cost of document production.

The CITY, without affecting its other rights and remedies, may delay or cancel any or all of those payments for failure by TFG to comply with any of the provisions of this Agreement.

- 4. **EXCLUSIONS**. TFG will not do any of the following:
 - Represent the CITY before formal congressional committee hearings or in any judicial or quasi-judicial hearing conducted by boards or examiners of federal agencies or commissions; or
 - b. Perform any legal, engineering, accounting or other similar professional services.
- 5. **TERM OF CONTRACT**. The term of this Agreement shall be one (1) year ("Term") according to the CITY's fiscal calendar, beginning July 1, 2025 and ending June 30, 2026, unless earlier terminated herein. TFG shall comply with all requirements imposed by this Agreement by June 30 of the end of the Term of the Agreement, except to the extent, if any, that this Agreement indicates a different time for performance.
- 6. NON-APPROPRIATION OF FUNDS. TFG 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 TFG, 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. Funding for this Agreement is subject to annual appropriation.
- 7. **INSURANCE:** TFG agrees to purchase at its own expense insurance coverages to satisfy the following minimum requirements. Insurance required shall remain in effect through the life of this Agreement.

a. 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

b. <u>Commercial Automobile Liability:</u>

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

- c. <u>Cancellation</u>: 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.
- d. Proof of Carriages:
 - i. **TFG** 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. 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.

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8. NOTICE.

- a. All notices or communications required or permitted by this Agreement will be in writing and delivered via personal delivery, a recognized national overnight delivery service or by certified mail, return receipt requested; in addition, subsection (b) must be complied with.
- b. Additional Notice by Email. In addition to complying with subsection (a), the party giving notice or other communication shall also send it by email if the other party has provided a valid, working email address.
- c. Change of Address; Discovery of Invalid Email Address. A change of address, email address, telephone number, or person to receive notice may be made by either party by notice given to the other party. At any time that a party discovers that the other party has provided it an email address that is not valid, the discovering party shall provide notice of the discovery to the other party, so that it can substitute a valid email address.
- d. Date Notice Deemed Given. If a notice is sent by United States mail, it is deemed complete upon actual delivery or on the third day following the day on which it is deposited with the United States Postal Service, whichever occurs first. Notice is deemed given when both subsection (a) and subsection (b) have been complied with.
- e. Addresses. Subject to change pursuant to subsection (d), the addresses for these notices, are:

TO THE CITY:

City of Greenville PO Box 7207 Greenville, NC 27835 Attn: City Manager

WITH COPY TO: CITY ATTORNEY

TO THE TFG:

The Ferguson Group, L.L.C. (Washington D.C.) 1901 Pennsylvania Avenue, N.W. Suite 700 Washington, DC 20006

WITH COPY TO:

Registered Agents, Inc. 4030 Wake Forrest Road, Ste 349 Raleigh, NC 27609

- 9. **TERMINATION.** Either TFG or the CITY may terminate this Agreement at any time by giving the other at least thirty (30) days' written notice of such termination.
- 10. **MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE PROGRAM**. The CITY has adopted an Affirmative Action and Minority and Women Business Enterprise Plan (M/WBE) Program. TFG attests that it also will make a good faith effort to ensure equality of opportunity in all aspects of employment and to utilize MWBE suppliers of materials and labor when available.

- 11. **TITLE VI NONDISCRIMINATION**. TFG, its assignees and successors in interest, 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 Appendix A 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.
- 12. **E-VERIFY.** TFG shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further if TFG utilizes a Subcontractor, TFG shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. TFG represents that TFG and its Subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
- 13. **AMENDMENTS AND WAIVER**. No waiver, alterations, consent or modification of any provisions of this Agreement shall be binding unless in writing and signed by CITY and TFG.
- 14. CHOICE OF LAW; 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.
- 15. **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.
- 16. **ASSIGNMENT.** There shall be no assignment, subletting or transfer of the interest (including payments) of TFG in any of the services covered by the Agreement without the written consent of the CITY. Unless the CITY agrees otherwise in writing, TFG and all assignees shall be subject to all of the CITY's defenses and shall be liable for all of TFG's duties that arise out of this Agreement and all of the CITY's claims that arise out of this Agreement. Without granting TFG the right to assign, it is agreed that the duties of TFG that arise out of this Agreement shall be binding upon it and its heirs, personal representatives, successors, and assigns.

17. INDEMNITY AND HOLD HARMLESS REQUIREMENTS.

- a. To the maximum extent allowed by law, TFG shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this Agreement as a result of negligent acts or omissions of TFG or its subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them are be liable. In performing its duties under this subsection "a," TFG 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 (including without limitation within "Charges" are interest and reasonable attorneys' fees assessed as part of any such item). "Indemnitees"

means CITY and its officers, officials, independent contractors, agents, and employees, excluding TFG.

- 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 Agreement. This section is in addition to and shall be construed separately from any other indemnification provision that may be in this Agreement.
- d. Survival. This section shall remain in force despite termination of this Agreement (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this Agreement.
- e. It is understood and agreed by the parties that the CITY will assume no liability for damages, injury, or other loss to TFG, its employees or property, tools or equipment, or to other persons or properties located on CITY facilities resulting from TFG's activities and operations while performing services under this contract; except to the extent that such damages, injury, or other loss results from the negligence or intentional misconduct of the CITY, its officers, officials, independent contractors, agents, or employees. TFG 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.
- f. TFG will promptly notify the CITY of any Civil or Criminal Actions filed against TFG 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.
- 18. **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.

19. CONFLICT OF INTEREST.

a. TFG is aware of the conflict of interest laws of the CITY (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. TFG 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. TFG 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 TFG, its employees or associated persons or entities shall be disclosed to the CITY.
- c. TFG 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. TFG shall make any such disclosure to the CITY in writing and immediately upon TFG'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 TFG, either for themselves or for those with whom they have family or business ties, during their tenure or for one year thereafter.
- 20. **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.
- 21. 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 TFG, the undersigned hereby warrants and certifies that they are authorized to enter into this Agreement and to execute same on behalf of TFG as the act of the said TFG.
- 22. **GENERAL COMPLIANCE WITH LAWS**. TFG shall materially comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations pertaining to the performance of services under this Agreement.
- 23. **IRAN DIVESTMENT ACT CERTIFICATION.** TFG 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. TFG shall not utilize in the performance of the Agreement any subcontractor that is identified on the Iran Final Divestment List.
- 24. ENTIRE AGREEMENT. This Agreement, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties with respect to the subject matter covered by this Agreement. 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 Agreement shall be deemed to exist or to bind either party hereto.

- 25. **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.
- 26. **COUNTERPARTS.** This Agreement may be executed in counterparts, and the counterparts, taken together, shall constitute the original.
- 27. **THIRD PARTY RIGHTS.** No Third Party Rights Created. This Agreement is intended for the benefit of the CITY and TFG and not any other person.
- 28. **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.
- 29. 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 treated for purposes of validity, enforceability and admissibility, the same as hand-written signatures

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates written below and the undersigned hereby warrant and certify 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.

THE FERGUSON GROUP, L.L.C. (WASHINGTON, D.C.)

By: _____

Title: _____

CITY OF GREENVILLE

By: _____

Title: _____

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: 010-01-05-00-000-000-521500

Project Code (if applicable): N/A

APPENDIX A

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 (5) "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 (a) (USDOT), as they may be amended from time to time, which are herein incorporated by reference (b) and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard (6) 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.

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:

withholding payments to the contractor under the contract until the contractor complies; and/or

cancelling, terminating, or suspending a contract, in whole or in part.

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 lowincome 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

<u>Title of Item:</u>	Contract with Cummins for Emergency Generator Monitoring and Service Contract
Explanation:	The Public Works Department is requesting approval of a five-year contract to Cummins for the planned equipment maintenance and monitoring of twelve (12) emergency generators located in the following City facilities: (6) Fire/Rescue Stations, Emergency Operations Center, Public Works Department, City Hall, Municipal Building, IT Department and the Police-Fire/Rescue Headquarters. This service contract will be purchased through the Sourcewell Cooperative Purchasing Agreement at a total cost of \$160,702 for the five-year period.
<u>Fiscal Note:</u>	The five-year service contract cost is \$160,702, and funds are available through Fleet Department's inventory expense and the associated departmental operational budgets.
Recommendation:	City Council approve the five-year service contract with Cummins for \$160,702.

ATTACHMENTS

1204214V1 CUMMINS GENERATOR CONTRACT.pdf
Q-341372-20241008-1750 (City of Greenville 1).pdf
Q-341464-20241008-1745 (City of Greenville 2).pdf

These planned maintenance agreement terms and conditions ("Terms and Conditions"), together with the quote on the front side ("Quote") and the scope of services, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of or serves to explain or interpret this Agreement. Electronic transactions between Customer and Cummins will be solely governed by this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, specifications, agreement (whether upstream or otherwise), or any other terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES. Cummins shall perform the maintenance ("Services") on the equipment identified in the Quote ("Equipment") in accordance with the schedule specified in the Quote. The Services include those services defined in the "Service Event" section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days' written notice to the other. Unless otherwise agreed by Cummins in writing, this Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period"). At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.

2. CUSTOMER OBLIGATIONS. Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.

3. PAYMENT TERMS. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved

credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer zero percent (0%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice. If Customer fails to make any payments, in whole or in part, to Cummins when due and payable, and such failure continues for more than thirty (30) calendar days, or less if required by applicable law, then Cummins may, at its sole discretion and without prejudice to any other rights or remedies, suspend its Services upon providing forty-eight (48) hours' written notice to Customer, in which case, the applicable schedule shall be extended for a period of time equal to the suspension period, plus a reasonable ramp up period, and all costs (including default interest) caused by such suspension shall be assumed by Customer.

4. DELAYS. Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, civil strife, riots, natural disasters, embargos, wars, strikes or other labor disputes, civil commotion, terrorism, sabotage, late delivery of parts by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment, or manufacturing facilities. AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUBSUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALLY REASONABLE EFFORTTO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASSIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE GOODS OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.

5. WARRANTY. Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their

essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.

6. LIMITATIONS OF WARRANTIES AND LIABILITY. THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

7. INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the ("Claims"), where such Claims were caused or contributed to, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

8. TERMINATION FOR DEFAULT. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any parts or services supplied under this Agreement, in accordance with the payment terms detailed in Section 3. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience in accordance with Section 1.

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 under this Agreement. 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 herein. This Section shall survive termination of this Agreement.

10. GOVERNING LAW. This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of North Carolina without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

11. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

12. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

13. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

14. MISCELLANEOUS. Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is writing and signed by an authorized representative of the parties hereto. Failure of either party to require performance by the other party of any provision here of shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof. The Parties' rights, remedies, and obligations under this Agreement which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement.

15. ON-CALL SERVICES. Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ("On-call Services"). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement. "Where practical and excluding conditions related to life safety in which contractor is required to prioritize, contractor will respond to a request for services/repairs within one (1) hour to the Fleet Superintendent and following authorization from the Fleet Superintendent, be on site for diagnosis within four (4) hours of such authorization. If immediate repairs are needed, a cost estimate shall be provided to the Fleet Superintendent for approval."

16. PRICING. To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date Services are performed ("Performance Date") due to economic and market conditions on the Performance Date. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and other unforeseen circumstances beyond Cummins' control.

17. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby

18. 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 Non-discrimination 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).

19. Iran Divestment Act Certification. The Vendor 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 Vendor shall not utilize in the performance of the Agreement any subcontractor or subconsultant that is identified on the Iran Final Divestment List.

20.Amendments and Waiver. No waiver, alterations, consent, or modification of any of the provisions of this Agreement shall be binding unless agreed to in writing and signed by the City.

21. General Compliance with Laws. The Vendor shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the performance of work under this Agreement.

22. 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 30 days after the date such notice is received by the other Party (the "Notice Date") prior to exercising their rights under law.

23. 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 Agreement shall be deemed to exist or to bind either Party hereto.

24. 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.

25. CHOICE OF LAW AND VENUE. This Agreement is deemed to be made in Pitt County, North Carolina 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. North Carolina law shall govern the interpretation and enforcement of this Agreement, and any other matters relating to this Agreement. The exclusive forum and venue for all actions arising out of this Agreement shall be the North Carolina General Court of Justice, in Pitt County, North Carolina. Such actions shall neither be commenced in nor removed to federal court. This subsection shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this subsection. By execution of this Agreement, the Parties submit to the jurisdiction of such herein stated courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any said court sitting in Pitt County, North Carolina.

Vendor Number:

Munis 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.

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DATE:_____

Jacob Joyner, Director of Financial Services

ACCOUNT NUMBER: _____

PROJECT CODE (IF APPLICABLE):

[Vendor Signature Page Follows]

Vendor Number:

Munis Contract #

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SIGNATURE OF VENDOR

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

VENDOR:

BY:

SIGNATURE

TITLE

DATE





10/8/2024

Q-341372, Kyle McLoryd, px844@cummins.com



To the attention of: CITY OF GREENVILLE

Cummins provides best in class products and related services worldwide with the highest quality in the industry. We service more than Cummins engines and generators, and we're pleased to offer you the following planned equipment maintenance proposal.

Cummins Available Planned Maintenance Services:

Cummins offers the following services - based on your selected packages these may or may not be included:

System Inspections: Batteries, controls, fuel systems, cooling systems, intake and exhaust systems, controls and accessories, aftertreatment basic run testing included in all Inspection Services.

Oil & Coolant Analysis: Sampling, included in all Inspection + Services, provides an overall snapshot of the equipment condition.

Planned Maintenance: Clean filters and oil changes included in Full Service keeps your product ready to run.

Load Bank Testing: Prevents wet stacking in diesel engines. In all units load bank testing applies controlled load to the equipment to test for proper operation providing peace of mind.

Transfer Switch & Switchgear: Cummins takes care of your whole system.

Cummins Branded Parts: Maintenance always includes Cummins Genuine Parts where applicable. **Warranty:** Best-in-Industry warranty is always included, with a variety of extended warranty options available on Cummins equipment.

Digital Monitoring: Cummins Acumen is a best in class remote monitoring solution for your products to ensure availability and minimize unexpected costs.

Additional Available Services: Winterization, oil extension programs, training and more can all be customized to your needs.

For additional information regarding Cummins available products and services, please contact your Sales Representative.

Pricing for Services:

This 5 year proposal has been customized for your equipment and operations as described here:

Customer Information:	Contact Information:		
CITY OF GREENVILLE	Name:	Larry Davis	
1500 BEATTY ST, GREENVILLE, North Carolina, 27834-5252	Phone Number:	252-531-2380	
	Email:	ldavis@greenvillenc.gov	



Site Information:		Equipment Inform	nation:
		Manufacturer:	Cummins
1400 Beatty St. Greenville, North Caroli United States	na 27834	Model:	C200D6D
Quantity:	1	Engine Serial Number:	
Install Date:		Genset Serial Number:	C240324343
Warranty Expiration Date:		ATS Serial Number:	
Access:	Standard		

Year 1	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection		1	521.69	521.69	
	Full Service		1	1,174.65	1,174.65	
	Load Bank Test - 4 hours	Once	1	1,171.94	1,171.94	
				Year 1 Total:	2,868.28	
Year 2	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection		1	537.34	537.34	
	Full Service		1	1,209.89	1,209.89	
	Load Bank Test - 90 Minutes	Once	1	878.79	878.79	
				Year 2 Total:	2,626.02	
Year 3	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection		1	553.46	553.46	
	Full Service		1	1,246.19	1,246.19	
	Load Bank Test - 90 Minutes	Once	1	905.15	905.15	
	·			Year 3 Total:	2,704.80	
Year 4	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection		1	570.06	570.06	
	Full Service		1	1,283.57	1,283.57	
	Load Bank Test - 4 hours	Once	1	1,280.61	1,280.61	
			•	Year 4 Total:	3,134.25	
Year 5	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection		1	587.17	587.17	



Full Service		1	1,322.08	1,322.08	
Load Bank Test - 90 Minutes	Once	1	960.27	960.27	
			Year 5 Total:	2,869.52	

Price of Services per Unit: USD 14,202.86 Total Price of Services: USD 14,202.86



Site Information:		Equipment Inform	nation:
		Manufacturer:	Cummins Model
255 Rollins Dr Greenville, North Caroli United States	na 27834	Model:	Cummins Model
Quantity:	1	Engine Serial Number:	
Install Date:		Genset Serial Number:	L030578748
Warranty Expiration Date:		ATS Serial Number:	
Access:	Standard		

Year 1	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection		1	524.45	524.45	
	Full Service		1	839.10	839.10	
	Load Bank Test - 4 hours	Once	1	1,118.60	1,118.60	
				Year 1 Total:	2,482.15	
Year 2	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection		1	540.18	540.18	
	Full Service		1	864.27	864.27	
	Load Bank Test - 90 Minutes	Once	1	823.85	823.85	
				Year 2 Total:	2,228.30	
Year 3	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection		1	556.39	556.39	
	Full Service		1	890.20	890.20	
	Load Bank Test - 90 Minutes	Once	1	848.56	848.56	
•				Year 3 Total:	2,295.15	
Year 4	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection		1	573.08	573.08	
	Full Service		1	916.91	916.91	
	Load Bank Test - 4 hours	Once	1	1,222.32	1,222.32	
			•	Year 4 Total:	2,712.31	
Year 5	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection		1	590.27	590.27	



Full Service		1	944.41	944.41	
Load Bank Test - 90 Minutes	Once	1	900.24	900.24	
		-	Year 5 Total:	2,434.93	

Price of Services per Unit: USD 12,152.84 Total Price of Services: USD 12,152.84



Site Information:		Equipment Inform	nation:
		Manufacturer:	Cummins Model
201 W 5th St Greenville, North Caroli United States	na 27858	Model:	Cummins Model
Quantity:	1	Engine Serial Number:	
Install Date:		Genset Serial Number:	G230242904
Warranty Expiration Date:		ATS Serial Number:	
Access:	Standard		

Year 1	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection		1	521.69	521.69	
	Full Service		1	836.34	836.34	
	Load Bank Test - 4 hours	Once	1	1,115.84	1,115.84	
				Year 1 Total:	2,473.87	
Year 2	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection		1	537.34	537.34	
	Full Service		1	861.43	861.43	
	Load Bank Test - 90 Minutes	Once	1	821.00	821.00	
				Year 2 Total:	2,219.77	
Year 3	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection		1	553.46	553.46	
	Full Service		1	887.27	887.27	
	Load Bank Test - 90 Minutes	Once	1	845.63	845.63	
	,			Year 3 Total:	2,286.37	
Year 4	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection		1	570.06	570.06	
	Full Service		1	913.89	913.89	
	Load Bank Test - 4 hours	Once	1	1,219.31	1,219.31	
			•	Year 4 Total:	2,703.26	
Year 5	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection		1	587.17	587.17	



Full Service		1	941.31	941.31	
Load Bank Test - 90 Minutes	Once	1	897.13	897.13	
			Year 5 Total:	2,425.61	

Price of Services per Unit: USD 12,108.88 Total Price of Services: USD 12,108.88



Site Information:		Equipment Inform	nation:
		Manufacturer:	Cummins Model
201 W 5th St Greenville, North Caroli United States	na 27858	Model:	Cummins Model
Quantity:	1	Engine Serial Number:	
Install Date:		Genset Serial Number:	G100139142
Warranty Expiration Date:		ATS Serial Number:	
Access:	Standard		

Year 1	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection		1	521.69	521.69	
	Full Service		1	961.74	961.74	
	Load Bank Test - 4 hours	Once	1	1,171.94	1,171.94	
				Year 1 Total:	2,655.37	
Year 2	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection		1	537.34	537.34	
	Full Service		1	990.59	990.59	
	Load Bank Test - 90 Minutes	Once	1	878.79	878.79	
				Year 2 Total:	2,406.72	
Year 3	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection		1	553.46	553.46	
	Full Service		1	1,020.31	1,020.31	
	Load Bank Test - 90 Minutes	Once	1	905.15	905.15	
	·			Year 3 Total:	961.74 961.74 1,171.94 2,655.37 Extended Price 537.34 990.59 878.79 2,406.72 Extended Price 553.46 1,020.31 905.15 2,478.92 Extended Price 570.06 1,050.92 1,280.61	
Year 4	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection		1	570.06	570.06	
	Full Service		1	1,050.92	1,050.92	
	Load Bank Test - 4 hours	Once	1	1,280.61	1,280.61	
			•	Year 4 Total:	2,901.59	
Year 5	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection		1	587.17	587.17	



Full Service		1	1,082.45	1,082.45	
Load Bank Test - 90 Minutes	Once	1	960.27	960.27	
			Year 5 Total:	2,629.89	

Price of Services per Unit: USD 13,072.49 Total Price of Services: USD 13,072.49



Site Information:		Equipment Inform	nation:
		Manufacturer:	Cummins
500 S Greene St Greenville, North Caroli United States	na 27834	Model:	DFEK
Quantity:	1	Engine Serial Number:	
Install Date:		Genset Serial Number:	C160937389
Warranty Expiration Date:		ATS Serial Number:	
Access:	Standard		

Year 1	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection		1	585.44	585.44	
	Full Service		1	1,703.33	1,703.33	
	Load Bank Test - 4 hours	Once	1	1,455.84	1,455.84	
				Year 1 Total:	3,744.61	
Year 2	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection		1	603.00	603.00	
	Full Service		1	1,754.43	1,754.43	
	Load Bank Test - 90 Minutes	Once	1	1,171.20	1,171.20	
				Year 2 Total:	3,528.64	
Year 3	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection		1	621.09	621.09	
	Full Service		1	1,807.06	1,807.06	
	Load Bank Test - 90 Minutes	Once	1	1,206.34	1,206.34	
	·			Year 3 Total:	3,634.49	
Year 4	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection		1	639.73	639.73	
	Full Service		1	1,861.27	1,861.27	
	Load Bank Test - 4 hours	Once	1	1,590.84	1,590.84	
· · · · ·				Year 4 Total:	4,091.84	
Year 5	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection		1	658.92	658.92	



Full Service		1	1,917.11	1,917.11	
Load Bank Test - 90 Minutes	Once	1	1,279.80	1,279.80	
			Year 5 Total:	3,855.84	

Price of Services per Unit: USD 18,855.41 Total Price of Services: USD 18,855.41



Site Information:		Equipment Inform	nation:
		Manufacturer:	Cummins Model
2400 Charles Blvd Greenville, North Caroli United States	na 27858	Model:	Cummins Model
Quantity:	1	Engine Serial Number:	
Install Date:		Genset Serial Number:	L130613142
Warranty Expiration Date:		ATS Serial Number:	
Access:	Standard		

Year 1	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection		1	460.70	460.70	
	Full Service		1	775.35	775.35	
	Load Bank Test - 4 hours	Once	1	1,118.60	1,118.60	
				Year 1 Total:	2,354.65	
Year 2	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection		1	474.52	474.52	
	Full Service		1	798.61	798.61	
	Load Bank Test - 90 Minutes	Once	1	823.85	823.85	
				Year 2 Total:	2,096.98	
Year 3	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection		1	488.76	488.76	
	Full Service		1	822.57	822.57	
	Load Bank Test - 90 Minutes	Once	1	848.56	848.56	
				Year 3 Total:	775.35 1,118.60 2,354.65 Extended Price 474.52 798.61 823.85 2,096.98 Extended Price 488.76 822.57	
Year 4	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection		1	503.42	503.42	
	Full Service		1	847.25	847.25	
	Load Bank Test - 4 hours	Once	1	1,222.32	1,222.32	
				Year 4 Total:	2,572.99	
Year 5	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection		1	518.52	518.52	



Full Service		1	872.66	872.66	
Load Bank Test - 90 Minutes	Once	1	900.24	900.24	
			Year 5 Total:	2,291.42	

Price of Services per Unit: USD 11,475.93 Total Price of Services: USD 11,475.93



Site Information:		Equipment Inforr	nation:
		Manufacturer:	Cummins Model
3375 E 10th St Greenville, North Carol United States	ina 27858	Model:	Cummins Model
Quantity:	1	Engine Serial Number:	
Install Date:		Genset Serial Number:	L120434147
Warranty Expiration Date:		ATS Serial Number:	
Access:	Standard		

Year 1	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection		1	542.73	542.73	
	Full Service		1	982.78	982.78	
	Load Bank Test - 4 hours	Once	1	1,192.98	1,192.98	
				Year 1 Total:	2,718.49	
Year 2	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection		1	559.01	559.01	
	Full Service		1	1,012.26	1,012.26	
	Load Bank Test - 90 Minutes	Once	1	900.46	900.46	
				Year 2 Total:	2,471.73	
Year 3	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection		1	575.78	575.78	
	Full Service		1	1,042.63	1,042.63	
	Load Bank Test - 90 Minutes	Once	1	927.47	927.47	
				Year 3 Total:	2,545.88	
Year 4	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection		1	593.06	593.06	
	Full Service		1	1,073.91	1,073.91	
	Load Bank Test - 4 hours	Once	1	1,303.60	1,303.60	
				Year 4 Total:	2,970.57	
Year 5	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection		1	610.85	610.85	


Full Service		1	1,106.13	1,106.13	
Load Bank Test - 90 Minutes	Once	1	983.95	983.95	
			Year 5 Total:	2,700.93	

Price of Services per Unit: USD 13,407.60 Total Price of Services: USD 13,407.60



The package Custom Bundle includes the below services for this equipment:

Site Information:		Equipment Inform	nation:
		Manufacturer:	Cummins Model
3375 E 10th St Greenville, North Caroli United States	na 27858	Model:	Cummins Model
Quantity:	1	Engine Serial Number:	
Install Date:		Genset Serial Number:	D130496062
Warranty Expiration Date:		ATS Serial Number:	
Access:	Standard		

Access Notes:

Year 1	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection		1	542.73	542.73	
	Full Service		1	1,131.94	1,131.94	
	Load Bank Test - 4 hours	Once	1	1,192.98	1,192.98	
				Year 1 Total:	2,867.65	
Year 2	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection		1	559.01	559.01	
	Full Service		1	1,165.90	1,165.90	
	Load Bank Test - 90 Minutes	Once	1	900.46	900.46	
				Year 2 Total:	2,625.37	
Year 3	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection		1	575.78	575.78	
	Full Service		1	1,200.88	1,200.88	
	Load Bank Test - 90 Minutes	Once	1	927.47	927.47	
				Year 3 Total:	2,704.13	
Year 4	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection		1	593.06	593.06	
	Full Service		1	1,236.90	1,236.90	
	Load Bank Test - 4 hours	Once	1	1,303.60	1,303.60	
				Year 4 Total:	3,133.56	
Year 5	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection		1	610.85	610.85	



Full Service		1	1,274.01	1,274.01	
Load Bank Test - 90 Minutes	Once	1	983.95	983.95	
			Year 5 Total:	2,868.81	

Price of Services per Unit: USD 14,199.51 Total Price of Services: USD 14,199.51



The package Custom Bundle includes the below services for this equipment:

Site Information:		Equipment Inform	nation:
		Manufacturer:	Cummins Model
2490 Hemby Ln Greenville, North Caroli United States	na 27834	Model:	Cummins Model
Quantity:	1	Engine Serial Number:	
Install Date:		Genset Serial Number:	G040671398
Warranty Expiration Date:		ATS Serial Number:	
Access:	Standard		

Access Notes:

Year 1	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection		1	503.41	503.41	
	Full Service		1	818.06	818.06	
	Load Bank Test - 4 hours	Once	1	1,097.56	1,097.56	
				Year 1 Total:	2,419.03	
Year 2	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection		1	518.51	518.51	
	Full Service		1	842.60	842.60	
	Load Bank Test - 90 Minutes	Once	1	802.17	802.17	
				Year 2 Total:	2,163.29	
Year 3	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection		1	534.07	534.07	
	Full Service		1	867.88	867.88	
	Load Bank Test - 90 Minutes	Once	1	826.24	826.24	
	·			Year 3 Total:	2,228.19	
Year 4	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection		1	550.09	550.09	
	Full Service		1	893.92	893.92	
	Load Bank Test - 4 hours	Once	1	1,199.33	1,199.33	
			•	Year 4 Total:	2,643.34	
Year 5	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection		1	566.59	566.59	



Full Service		1	920.73	920.73	
Load Bank Test - 90 Minutes	Once	1	876.56	876.56	
			Year 5 Total:	2,363.88	

Price of Services per Unit: USD 11,817.73 Total Price of Services: USD 11,817.73

Year 1 Total:	USD 24,584.10
Year 2 Total:	USD 22,366.82
Year 3 Total:	USD 23,037.82
Year 4 Total:	USD 26,863.71
Year 5 Total:	USD 24,440.83
Total Agreement - PreTax:	USD 121,293.28

Notes:

Anything not specifically addressed above is not included.

Customer Responsibilities:

The Customer is responsible for operating the maintained equipment and shall perform all checks as described in the Operation and Maintenance Manual.

Proposal Considerations:

1. All work is planned from Monday to Friday on normal Business working hours – 8:00am to 5:00pm. Additional and off-hours work and billable amounts not listed in the above scope of work shall be based on current calendar year rates.

2. All pricing above is stated excluding any and all taxes.

3. This quotation is open for acceptance for 60 days after which both price and service delivery period will be subject to confirmation prior to acceptance of proposal.

- 4. This quotation assumes a 3.00% rate increase will be applied each year.
- 5. This proposal is offered in U.S. Dollar.
- 6. Payment terms for this quote are Pay as you go.

This maintenance proposal is expressly conditioned upon acceptance of the <u>https://www.cummins.com/regional-terms-and-conditions/powercare</u> of Cummins' Maintenance Agreement.

I appreciate your interest in working with Cummins and I thank you for your business. If you need any further assistance or clarification, please do not hesitate to contact me.

To accept this quotation as provided, please return a signed copy of this form or contact me for an electronically signable version.

Sincerely,



Kyle McLoryd (252) 290-8839 px844@cummins.com www.cummins.com

Please return signed agreement to: px844@cummins.com

Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to buy from Seller. The foregoing product/ services upon the terms and condition set forth in the "Planned Equipment Maintenance Agreement Terms and Conditions" attached here to which are hereby incorporated here in reference.

Customer Approval (Quote ID Q-341372)	Approval Cummins Sales & Service - Kenly NC
Name:	Name:
Title:	Title:
Signature:	Signature:
Date:	Date:

Generator Planned Equipment Maintenance INSPECTION



INTERVALS AVAILABLE: WEEKLY, MONTHLY, QUARTERL , EMI-ANNUALLY OR ANNUALLY

BATTERIES AND BATTERY CHARGER

- · Visually inspect battery terminal connections
- Verify electrolyte level, vent caps of all cells in the starting battery system
- · Visually inspect wiring, connections and insulation
- · Record battery charging functions
- Record battery information
- Record battery condition test

FUEL SYSTEM

- Visually inspect ignition system (Natural Gas and Propane Only)
- Record primary tank fuel level
- Inspect engine fuel system for leaks
- Visually inspect all engine fuel hoses, clamps, pipes, components
 and fittings
- Visually inspect rupture/ containment basin
- Inspect day tank and controls (if applicable)
- · Optional fuel sample for laboratory analysis*

COOLING SYSTEM

- Record coolant level
- Visually inspect for coolant leaks
- Visually inspect drive belts condition
- Verify for proper coolant heater operation
- Record jacket water temperature
- · Visually inspect fan, water pump, drives and pulleys
- Visually inspect all coolant hoses, clamps and connections
- Visually inspect radiator condition
- Visually inspect louver for damage
- Visually inspect fan hub and drive pulley for mechanical damage
- Record freeze point of antifreeze protection
- Record DCA level prior to changing coolant filter
- Optional Coolant sample for laboratory analysis*

LUBRICATION SYSTEM

- Visually inspect engine oil leaks
- · Visually inspect engine oil lines and connections
- Record oil level
- Optional Oil sample for laboratory analysis*

GENSET CONTROLS AND ACCESSORIES

- Visually inspect all engine mounted wiring, senders and devices
- Visually inspect all control mounted components and wiring
- Verify all connecting plugs are tightened and in a good condition
- · Visually inspect all accessory components and wiring
- · Visually inspect and test lighting indicators

INTAKE AND EXHAUST SYSTEMS

- · Visually inspect air filter and housing
- · Visually inspect all engine piping and connections
- Record air cleaner restriction
- · Visually inspect engine exhaust system for leaks
- Visually inspect rain cap
- Optional Air filter replacement*
- Optional Clean crankcase breather or replace filters*

GENERAL CONDITIONS

- Visually inspect governor linkage and oil level
- Visually inspect guards
- Visually inspect enclosure
- Visually inspect engine and generator mounts
- Verify emergency stop operation

TRANSFER SWITCH

- Visually inspect controls and time delay settings
- Verify function of exercise clock and record settings from controller
- Verify remote start control operation
- Record utility / source one voltage

AFTERTREATMENT (Upon request)

- Verify DEF level
- Record DPF restriction
- Visually inspect aftertreatment and controls

SWITCHGEAR (Upon Request)

· Inspection and Full Service quote available upon request

FULL SERVICE

INCLUDES INSPECTION

OPERATIONAL & FUNCTIONAL REVIEW OF GENERATOR CRITICAL COMPONENTS

- Inspect engine cooling fan & fan drives for excessive wear or shaft wobble
- Check all pulleys, belt tensioners, slack adjusters & idler pulleys for travel, wear & overall condition
- Inspect / lubricate drive bearings, gear or belt drives, and other shaft connecting hardware

LUBRICATION OIL & FILTRATION SERVICE

- Change engine oil
- Change oil, fuel and water filters
- Post lube services operations of genset (unloaded) at rated temperature

* Additional Charge

Any additional repairs, parts, or service which are required will be brought to the attention of the owner. Repairs will only be made after proper authorization from the owner is given to Cummins. Any additional repairs, maintenance or service performed by Cummins or a Planned Equipmen Maintenance Agreement holder will be at current Cummins labor rates.

Arc flash boundary and available incident energy shall be identified and marked on equipment being serviced or maintained.





Q-341464, Kyle McLoryd, px844@cummins.com



To the attention of: CITY OF GREENVILLE

Cummins provides best in class products and related services worldwide with the highest quality in the industry. We service more than Cummins engines and generators, and we're pleased to offer you the following planned equipment maintenance proposal.

Cummins Available Planned Maintenance Services:

Cummins offers the following services - based on your selected packages these may or may not be included:

System Inspections: Batteries, controls, fuel systems, cooling systems, intake and exhaust systems, controls and accessories, aftertreatment basic run testing included in all Inspection Services.

Oil & Coolant Analysis: Sampling, included in all Inspection + Services, provides an overall snapshot of the equipment condition.

Planned Maintenance: Clean filters and oil changes included in Full Service keeps your product ready to run.

Load Bank Testing: Prevents wet stacking in diesel engines. In all units load bank testing applies controlled load to the equipment to test for proper operation providing peace of mind.

Transfer Switch & Switchgear: Cummins takes care of your whole system.

Cummins Branded Parts: Maintenance always includes Cummins Genuine Parts where applicable. **Warranty:** Best-in-Industry warranty is always included, with a variety of extended warranty options available on Cummins equipment.

Digital Monitoring: Cummins Acumen is a best in class remote monitoring solution for your products to ensure availability and minimize unexpected costs.

Additional Available Services: Winterization, oil extension programs, training and more can all be customized to your needs.

For additional information regarding Cummins available products and services, please contact your Sales Representative.

Pricing for Services:

This 5 year proposal has been customized for your equipment and operations as described here:

Customer Information:	Contact Informat	ion:
CITY OF GREENVILLE	Name:	Larry Davis
1500 BEATTY ST, GREENVILLE, North Carolina, 27834-5252	Phone Number:	252-531-2380
	Email:	ldavis@greenvillenc.gov



The package Custom Bundle includes the below services for this equipment:

Site Information:		Equipment Inform	nation:
		Manufacturer:	Cummins Model
255 Rollins Dr Greenville, North Caroli United States	na 27834	Model:	Cummins Model
Quantity:	1	Engine Serial Number:	
Install Date:		Genset Serial Number:	G040671397
Warranty Expiration Date:		ATS Serial Number:	
Access:	Standard		

Access Notes:

Year 1	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection	Annually	1	524.45	524.45	
	Full Service	Annually	1	839.10	839.10	
	Load Bank Test - 4 hours	Once	1	1,118.60	1,118.60	
				Year 1 Total:	2,482.15	
Year 2	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection	Annually	1	540.18	540.18	
	Full Service	Annually	1	864.27	864.27	
	Load Bank Test - 90 Minutes	Once	1	823.85	823.85	
				Year 2 Total:	2,228.30	
Year 3	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection	Annually	1	556.39	556.39	
	Full Service	Annually	1	890.20	890.20	
	Load Bank Test - 90 Minutes	Once	1	848.56	848.56	
				Year 3 Total:	2,295.15	
Year 4	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection	Annually	1	573.08	573.08	
	Full Service	Annually	1	916.91	916.91	
	Load Bank Test - 4 hours	Once	1	1,222.32	1,222.32	
<u>`</u>				Year 4 Total:	2,712.31	
Year 5	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection	Annually	1	590.27	590.27	



Full Service	Annually	1	944.41	944.41	
Load Bank Test - 90 Minutes	Once	1	900.24	900.24	
			Year 5 Total:	2,434.93	

Price of Services per Unit: USD 12,152.84 Total Price of Services: USD 12,152.84



The package Custom Bundle includes the below services for this equipment:

Site Information:	ite Information: Equi		nation:
		Manufacturer:	Cummins Model
4170 Bayswater Rd. Winterville, North Carol United States	ina 28590	Model:	Cummins Model
Quantity:	1	Engine Serial Number:	
Install Date:		Genset Serial Number:	3011178928
Warranty Expiration Date:		ATS Serial Number:	
Access:	Standard		

Access Notes:

Year 1	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection	Annually	1	545.49	545.49	
	Full Service	Annually	1	1,123.38	1,123.38	
	Load Bank Test - 4 hours	Once	1	1,195.74	1,195.74	
				Year 1 Total:	2,864.61	
Year 2	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection	Annually	1	561.85	561.85	
	Full Service	Annually	1	1,157.08	1,157.08	
	Load Bank Test - 90 Minutes	Once	1	903.30	903.30	
				Year 2 Total:	2,622.24	
Year 3	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection	Annually	1	578.71	578.71	
	Full Service	Annually	1	1,191.79	1,191.79	
	Load Bank Test - 90 Minutes	Once	1	930.40	930.40	
•	,			Year 3 Total:	2,700.90	
Year 4	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection	Annually	1	596.07	596.07	
	Full Service	Annually	1	1,227.55	1,227.55	
	Load Bank Test - 4 hours	Once	1	1,306.62	1,306.62	
				Year 4 Total:	3,130.24	
Year 5	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection	Annually	1	613.95	613.95	



Full Service	Annually	1	1,264.37	1,264.37	
Load Bank Test - 90 Minutes	Once	1	987.06	987.06	
			Year 5 Total:	2,865.39	

Price of Services per Unit: USD 14,183.37 Total Price of Services: USD 14,183.37



The package Custom Bundle includes the below services for this equipment:

Site Information:		Equipment Information:		
		Manufacturer:	Cummins Model	
200 W 5th St Greenville, North Caroli United States	na 27858	Model:	Cummins Model	
Quantity:	1	Engine Serial Number:		
Install Date:		Genset Serial Number:	D060907326	
Warranty Expiration Date:		ATS Serial Number:		
Access:	Standard			

Access Notes:

Year 1	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection	Annually	1	521.69	521.69	
	Full Service	Annually	1	961.74	961.74	
	Load Bank Test - 4 hours	Once	1	1,171.94	1,171.94	
				Year 1 Total:	2,655.37	
Year 2	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection	Annually	1	537.34	537.34	
	Full Service	Annually	1	990.59	990.59	
	Load Bank Test - 90 Minutes	Once	1	878.79	878.79	
				Year 2 Total:	2,406.72	
Year 3	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection	Annually	1	553.46	553.46	
	Full Service	Annually	1	1,020.31	1,020.31	
	Load Bank Test - 90 Minutes	Once	1	905.15	905.15	
				Year 3 Total:	2,478.92	
Year 4	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection	Annually	1	570.06	570.06	
	Full Service	Annually	1	1,050.92	1,050.92	
	Load Bank Test - 4 hours	Once	1	1,280.61	1,280.61	
			•	Year 4 Total:	2,901.59	
Year 5	Service Type	Frequency	Quantity	Unit Price	Extended Price	T&C
	Inspection	Annually	1	587.17	587.17	



	Full Service	Annually	1	1,082.45	1,082.45	
	Load Bank Test - 90 Minutes	Once	1	960.27	960.27	
			Year 5 Total:	2,629.89		

Price of Services per Unit: USD 13,072.49 Total Price of Services: USD 13,072.49

Year 1 Total:	USD 8,002.13
Year 2 Total:	USD 7,257.26
Year 3 Total:	USD 7,474.97
Year 4 Total:	USD 8,744.14
Year 5 Total:	USD 7,930.21
Total Agreement - PreTax:	USD 39,408.71

Notes:

Anything not specifically addressed above is not included.

Customer Responsibilities:

The Customer is responsible for operating the maintained equipment and shall perform all checks as described in the Operation and Maintenance Manual.

Proposal Considerations:

1. All work is planned from Monday to Friday on normal Business working hours – 8:00am to 5:00pm. Additional and off-hours work and billable amounts not listed in the above scope of work shall be based on current calendar year rates.

2. All pricing above is stated excluding any and all taxes.

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- 4. This quotation assumes a 3.00% rate increase will be applied each year.
- 5. This proposal is offered in U.S. Dollar.
- 6. Payment terms for this quote are Pay as you go.

This maintenance proposal is expressly conditioned upon acceptance of the <u>https://www.cummins.com/regional-terms-and-conditions/powercare</u> of Cummins' Maintenance Agreement.

I appreciate your interest in working with Cummins and I thank you for your business. If you need any further assistance or clarification, please do not hesitate to contact me.

To accept this quotation as provided, please return a signed copy of this form or contact me for an electronically signable version.

Sincerely,



Kyle McLoryd (252) 290-8839 px844@cummins.com www.cummins.com

Please return signed agreement to: px844@cummins.com

Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to buy from Seller. The foregoing product/ services upon the terms and condition set forth in the "Planned Equipment Maintenance Agreement Terms and Conditions" attached here to which are hereby incorporated here in reference.

Customer Approval (Quote ID Q-341464)	Approval Cummins Sales & Service - Kenly NC
Name:	Name:
Title:	Title:
Signature:	Signature:
Date:	Date:

Generator Planned Equipment Maintenance INSPECTION



INTERVALS AVAILABLE: WEEKLY, MONTHLY, QUARTERLY, SEMI-ANNUALLY OR ANNUALLY

BATTERIES AND BATTERY CHARGER

- · Visually inspect battery terminal connections
- Verify electrolyte level, vent caps of all cells in the starting battery system
- · Visually inspect wiring, connections and insulation
- · Record battery charging functions
- Record battery information
- Record battery condition test

FUEL SYSTEM

- Visually inspect ignition system (Natural Gas and Propane Only)
- Record primary tank fuel level
- Inspect engine fuel system for leaks
- Visually inspect all engine fuel hoses, clamps, pipes, components and fittings
- Visually inspect rupture/ containment basin
- Inspect day tank and controls (if applicable)
- · Optional fuel sample for laboratory analysis*

COOLING SYSTEM

- Record coolant level
- Visually inspect for coolant leaks
- · Visually inspect drive belts condition
- Verify for proper coolant heater operation
- Record jacket water temperature
- · Visually inspect fan, water pump, drives and pulleys
- Visually inspect all coolant hoses, clamps and connections
- Visually inspect radiator condition
- Visually inspect louver for damage
- Visually inspect fan hub and drive pulley for mechanical damage
- Record freeze point of antifreeze protection
- · Record DCA level prior to changing coolant filter
- · Optional Coolant sample for laboratory analysis*

LUBRICATION SYSTEM

- · Visually inspect engine oil leaks
- · Visually inspect engine oil lines and connections
- Record oil level
- Optional Oil sample for laboratory analysis*

GENSET CONTROLS AND ACCESSORIES

- Visually inspect all engine mounted wiring, senders and devices
- Visually inspect all control mounted components and wiring
- Verify all connecting plugs are tightened and in a good condition
- · Visually inspect all accessory components and wiring
- · Visually inspect and test lighting indicators

INTAKE AND EXHAUST SYSTEMS

- · Visually inspect air filter and housing
- Visually inspect all engine piping and connections
- Record air cleaner restriction
- · Visually inspect engine exhaust system for leaks
- Visually inspect rain cap
- Optional Air filter replacement*
- Optional Clean crankcase breather or replace filters*

GENERAL CONDITIONS

- Visually inspect governor linkage and oil level
- Visually inspect guards
- · Visually inspect enclosure
- · Visually inspect engine and generator mounts
- · Verify emergency stop operation

TRANSFER SWITCH

- Visually inspect controls and time delay settings
- Verify function of exercise clock and record settings from controller
- · Verify remote start control operation
- Record utility / source one voltage

AFTERTREATMENT (Upon request)

- Verify DEF level
- Record DPF restriction
- · Visually inspect aftertreatment and controls

SWITCHGEAR (Upon Request)

· Inspection and Full Service quote available upon request.

FULL SERVICE

INCLUDES INSPECTION

OPERATIONAL & FUNCTIONAL REVIEW OF GENERATOR CRITICAL COMPONENTS

- Inspect engine cooling fan & fan drives for excessive wear or shaft wobble
- Check all pulleys, belt tensioners, slack adjusters & idler pulleys for travel, wear & overall condition
- Inspect / lubricate drive bearings, gear or belt drives, and other shaft connecting hardware

LUBRICATION OIL & FILTRATION SERVICE

- Change engine oil
- Change oil, fuel and water filters
- Post lube services operations of genset (unloaded) at rated temperature

* Additional Charge

Any additional repairs, parts, or service which are required will be brought to the attention of the owner. Repairs will only be made after proper authorization from the owner is given to Cummins. Any additional repairs, maintenance or service performed by Cummins or a Planned Equipment Maintenance Agreement holder will be at current Cummins labor rates.

Arc flash boundary and available incident energy shall be identified and marked on equipment being serviced or maintained.



City of Greenville, North Carolina

Title of Item:	Construction Contract Award for Solid Waste Office Renovations
Explanation:	The Solid Waste Division of the Public Works Department has experienced tremendous growth over the last few years. To mediate this growth and to create workspaces for supervisors, managers, and other office staff, a few offices were constructed on the north side of the existing assembly room. The Solid Waste staff has outgrown these offices and as a result needs additional workspaces to perform their job duties.
	The City advertised construction services for Solid Waste Office Renovations on April 11, 2025, with a bid opening date of May 14, 2025. Two (2) bids were received. Due to State purchasing guidelines, three (3) bids are required to be opened based on the dollar threshold for this project. The City re-advertised for bids on May 14, 2025, with a bid opening date of May 21, 2025.
	On May 21, 2025, staff received two (2) proposals in response to the Invitation to Bid. American Builders, Inc. was the lowest responsible, responsive bidder.
	The scope of work will include, but is not limited to, demolition of existing walls and sidewalk, construction of new walls, ADA compliant sidewalk, ramps and steps, outdoor canopies, locker room and bathroom upgrades, mechanical upgrades, and a new HVAC system to condition the new spaces. An alternate was bid for the painting of the western facade of the public works entrance. The bid price for this was \$4,600. It is recommended that this alternate be awarded.
	The contract will begin with the issuance of a notice to proceed letter. The project is estimated to begin in the fall of 2025 and be completed in the summer of 2026.
<u>Fiscal Note:</u>	The City will enter into a contract with American Builders, Inc. in the amount of \$1,093,600.00 for the construction of the Solid Waste Office Renovations. Funding for this contract is provided through funds from the Solid Waste Division.
<u>Recommendation:</u>	City Council to award a construction contract to American Builders, Inc. in the amount of \$1,093,600.

ATTACHMENTS

SOLID WASTE OFFICE RENOVATIONS.pdf

May 27, 2025



Mr. Kevin Mulligan, PE, Director City of Greenville Public Works 1500 Beatty Street Greenville, NC 27834

RE: Public Works Solid Waste Office Renovation COG ITB #24-25-35 JKF Project No. 2021-04D

Dear Mr. Mulligan:

3.

Bids were received for the above project on May 21, 2025. Bidding was promptly closed at 3:00 p.m. All in attendance indicated they received all the addenda, that no one was denied the right to bid, and that no one objected to opening the bids.

After the bid opening, American Builders Inc., was the apparent low-bidder per the attached Bid Tabulations, including Base Bid and Alternate No. 1 and 2, and notified as such. They are the apparent low-bidder, and we recommend acceptance of their Bid as follows:

Base Bid	\$ 1,089,000
Alternate Bid No. 1; Paint Existing Exterior Metal Panels	\$ 4,600
Alternate Bid No. 2: Preferred Alternate- Roof Top Units by Trane	\$ -
Alternate Bid No. 3: Preferred Alternate: Corbin-Russwin Door Hardware	\$ -
TOTAL RECOMMENDED AWARD	\$ 1,093,600

Unit Prices are as indicated on the Form of Proposal and the Bid Tabulation and will remain in effect for the life of the project.

I am enclosing the following with this letter:

- 1. Certified Bid Tabulation Form
- 2. American Builders, Inc. Original Bid Documents including:
 - a. Original Form of Proposal
 - b. Bid Bond
 - c. Identification of Minority Participation
 - d. Affidavit A
 - American Builders, Inc. Post Bid Documents.
 - a. Affidavit D indicating 1.7114% and Good-Faith Effort Documentation.
 - b. Draft Contract pending Contractor's signature

May 27, 2025 COG Public Works- Public Works Waste Office Renovations Page 2 of 2

Based on the above recommended Bids, we recommend budget be summarized as follows:

Construction Cost		\$ 1,093,600
Contingency	5%	\$ 54,680
A/E Fees		\$ 109,360
Construction Testing		\$ 5,000
Advertise for Bids/ Printing		\$ 1,500
Owner Reserve		\$ -
TOTAL RECOMMENDED BUDGET		\$ 1,264,140

If you require any further information, please contact me at your convenience and let me know how to proceed.

Sincerely,



xc:

• Devin Thompson

Attachments:

• None

File: a:\projects-2021\2021-04\2021-04 d\012-001.docx

City Of Greenville Public Works Solid Waste Office Renovation JKF Project No. 2021-04D ITB NO. 24-25-35

Bidding closed at appointed time?

Contractor's Received All Addendum?

Anyone denied the right to Bid?

Х		
Х		
	Х	
	Х	

No

Yes

Any objections to opening Bids?

Contractor	Lic. No.	Addenda	Bid Bond	Sign & Seal	lden. MBE A & B or D	Base Bid	Alternate	Alternate	Alternate	Unit Price	Unit Price	Unit Price
					8000		#1	#2	#3	#1	#2	#3
CONTRACT FOR:	GENERAL	CONSTR	UCTION			SINGLE- PRIME						
AMERICAN BUILDERS, INC.	44325	Y	Y	Y	Y	\$1,089,000	\$4,600	\$O	\$0	\$70.00	\$ 30.00	\$15.00
CONSTRUCTION MANAGERS, INC	104185	Y	Y	Y	Y	\$1,320,000	\$3,600	\$O	\$0	\$70.00	\$90.00	\$30.00
MUTER CONSTRUCTION						NO BID						
Prepared by: Project Architect:	JKF ARCHI JOHN K. F			5/2	1/2025	(Nmtst	uly.					



PAGE 1

BID FORM CITY OF GREENVILLE PUBLIC WORKS WASTE OFFICE RENOVATIONS COG ITB NO. 24-25-35 JKF Project No. 2021-04D Greenville. NC

Name of Bidder:	AMERICAN BUILDERS, INC.
Address:	P.O. BOX 2553
	WINTERVILLE NC 28590
Contact:	BILLY TYSON, SR.
Phone:	252.756,1996
License No.:	44325

The undersigned Bidder hereby certifies that this Bidder has visited the site of the work and has examined and fully comprehends the requirements and intent of the plans and specifications of the proposed work, and is familiar with all the conditions surrounding the construction of the project, including the availability of materials and labor. The undersigned Bidder hereby proposes and agrees, if this proposal is accepted, to furnish all labor, materials, supplies, plant, equipment, tools, apparatus, means of transportation, and other facilities necessary or proper for or incidental to the performance of the proposed **City of Greenville Public Works Building Renovation** as indicated on the Contract Documents for the Total Lump Sum Base Bid of:

GENERAL CONSTRUCTION CONTRACT (Single-Prime):

Base Bid: One Million Eighty	-Nine thousand Dollars	(\$1,089,0	700.9
List Subcontractors:			
Plumbing Subcontractor:	C.L Warters LLC.	License No.	20220
Mechanical Subcontractor:	Comfort Master	License No.	14585
Electrical Subcontractor:	American Builders Inc.	License No.	18549-4

Contractor shall complete all sections for Alternates and Unit Prices for Single-Prime Proposal.

The General contractor shall act as project expediter for all prime contracts. See Supplementary General Conditions.

ALTERNATE BIDS (See Specification Section 012300 for complete description and time requirements)

Should any of the alternates as described in the contract documents be accepted, the amount written below shall be the amount to be "added to" or "deducted from" the base bid. (Strike out "Add" or "Deduct" as appropriate).

Alternate Bid No. 1 - Paint Existing Exterior Metal Wall Panels

Total Add/Deduct: Four thousand Six hundre	Dollars	(\$ 4	,600.)	
Alternate Bid No. 2 - Preferred Alternate; Roof Top Unit- Trane.					
Total Add/Deduct:	Dollars	(\$	Ð)	
Alternate Bid No. 3 - Preferred Alternate; Corbin-Russwin			0		
Total Add/Deduct:	Dollars	(\$	Ð)	
					_

UNIT PRICES (See Specification Section 012200 for complete description and time requirements)

Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the base bid quantity of the work all in accordance with the contract documents

Unit Price No. 1- Remove and replace unsuitable soils in building pad or parking areas.

Total:	Seventy	Dollars	(\$ 70.00	per CY).		
Unit Price No. 2- Remov	e and replacement unsuitable soils in foo	tings, foundations, and	l utility trenches.			
Total:	One hundred thirty		(\$130.2	per CY).		
Unit Price No. 3 - Provide geotechnical fabric, geogrid, or other suitable stabilization material.						
Total:	Fifteen	Dollars	^{(§} 15. ²⁹	per SY).		

This sum is to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part and with the definite understanding of the undersigned Bidder that no money will be allowed for extra work except as set forth in the General Conditions of the Contract for Construction and Supplementary General Conditions of the Contract for Construction.

The above amount, and the amount(s) indicated for Alternates, if any, shall be shown in typing or written in ink in both words and figures. In case of discrepancy, the amount shown in words will govern.

The undersigned Bidder agrees that the prices quoted (including all labor, material, insurance, applicable taxes, equipment, overhead and profit) shall be the basis of compensation or deduction, as the case may be, for such increase or decrease in the work.

RIGHT TO ACCEPT, WAIVE OR REJECT

The undersigned Bidder understands that:

1. All parts of the Bid Form shall be completed by the Bidder for recognition as a bona fide bid.

2. The Owner reserves the right to accept (award) a Bid based upon a combination of cost, personnel to be assigned to this project, and past experience with the Owner (if any) regarding on schedule contract completion and response to any service required during warranty period(s).

3. The Owner reserves the right to waive informalities or irregularities in a Bid received and to reject any or all Bids.

MODIFICATION OR WITHDRAWAL OF BIDS

The undersigned Bidder agrees not to modify, withdraw or cancel the Bid for sixty (60) calendar days following the time and date designated for the receipt of Bids.

<u>TIME</u>

The undersigned Bidder agrees to commence work when directed by the Owner to proceed and to complete fully said General Construction and Associated Work to permit the work at the construction site to be complete within the following schedule after the date named in the order to proceed:

Total contract duration will be 195 days. All days noted are consecutive calendar days.

The undersigned Bidder acknowledges that liquidated damage stipulations stated in the Supplementary General Conditions of the Contract for Construction, Article 8, are clearly understood.

BID SECURITY

The undersigned Bidder, in compliance with the Instructions to Bidders, Article 4, encloses with this Bid a Bid Security representing not less than 5% of the Base Bid amount in the form of a Certified Check (), or Bid Bond () (check one) in the amount of:

PERFORMANCE-PAYMENT BOND

The undersigned Bidder agrees, if awarded the Contract, to execute and deliver to the Owner satisfactory combined Performance Bond and Payment Bond in a sum equal to the full amount of the Contract and in compliance with the Instructions to Bidders, Article 7.

MINORITY BUSINESS PARTICIPATION REQUIREMENTS:

<u>Provide with the bid</u> - Under GS 143-128.2(c) the undersigned bidder shall identify <u>on its bid</u> (Identification of Minority Business Participation Form) the minority businesses that it will use on the project with the total dollar value of the bids that will be performed by the minority businesses. <u>Also</u> list the good faith efforts (Affidavit A) made to solicit minority participation in the bid effort.

NOTE: A contractor that performs all of the work with its <u>own workforce</u> may submit an Affidavit (**B**) to that effect in lieu of Affidavit (**A**) required above. The MB Participation Form must still be submitted even if there is zero participation.

<u>After the bid opening</u> - The Owner will consider all bids and alternates and determine the lowest responsible, responsive bidder. Upon notification of being the apparent low bidder, the bidder shall then file within 72 hours of the notification of being the apparent lowest bidder, the following:

An Affidavit (C) that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the 10% goal established. This affidavit shall give rise to the presumption that the bidder has made the required good faith effort and Affidavit D is not necessary;

* OR *

If less than the 10% goal, Affidavit (**D**) of its good faith effort to meet the goal shall be provided. The document must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations and other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract.

Note: Bidders must always submit with their bid the Identification of Minority Business Participation Form listing all MB contractors, vendors and suppliers that will be used. If there is no MB participation, then enter none or zero on the form. Affidavit A or Affidavit B, as applicable, also must be submitted with the bid. Failure to file a required affidavit or documentation with the bid or after being notified apparent low bidder is grounds for rejection of the bid.

E-VERIFY:

Contractors, and the subcontractors they hire or engage, by submitting a Bid, certify they will comply with E-Verify requirements (or, if contractor/subcontractor employs less than 25 employees in this State, shall attest to that fact).

PROPOSAL SIGNATURE PAGE

The undersigned further agrees that in the case of failure on his part to execute the said contract and the bond within ten (10) consecutive calendar days after written notice being given of the award of contract, the certified check, cash or bid bond accompanying this bid shall be paid into the funds of the owner's account set aside for the project, as liquidated damages for such failure; otherwise the certified check, cash or bid bond accompanying this proposal shall be returned to the undersigned.

Attach certified check, cash or bid bond to this proposal. Respectfully submitted this day of 5-21.25 AMERICAN BUILDERS, INC. of firm or corporation making bid) WITNESS: Signature 11 YSON 5R Name: Print or type (Proprietorship or Partnership) Title PRESIDENT (Owner/Partner/Pres./V.Pres) Address P.O. BOY 2553 WINTERVILLE NC 28590 ATTEST: E-mail: billy.ty son@AmeRican blar.com License No. 44325 Bv Federal I.D. No. 56-1990902 ANULULI, Title: aPORA TE SEAL Addendum received and use in computing bid: Addendum No/1 Addendum No. 2 Addendum No. 3 Addendum No. 4 Addendum No. 5

Addendum No. 6

BID FORM BF - 4

Identification of HUB Certified/ Minority Business Participation

1 AMERICAN BU	UDERS, INC,
---------------	-------------

(Name of Bidder)

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

Firm Name, Address and Phone #	Work Type	*Minority Category	**HUB Certified (Y/N)
AOA Signs In: 252.373.5576 Wilson, NC 27893	Signage	F	Y
C. L Warters LLC 252.355, 3700 Greenville, NC 27834	Plumbing	F	Y
			i de la ciaca (II)

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (D)

** HUB Certification with the state HUB Office required to be counted toward state participation goals.

The total value of minority business contracting will be (\$) 18,716.56

COG PUBLIC WORK RENOVATIONS 3-1-2025

Attach to Bid
State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts
County of PITT
Affidavit of AMERICAN BUILDERS INC.
I have made a good faith effort to comply under the following areas checked:
Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)
1 – (10 pts) Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
2 (10 pts) Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
3 – (15 pts) Broken down or combined elements of work into economically feasible units to facilitate minority participation.
4 – (10 pts) Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
5 - (10 pts) Attended prebid meetings scheduled by the public owner.
6 – (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
7 – (15 pts) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
8 – (25 pts) Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
9 – (20 pts) Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
10 - (20 pts) Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.
The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 5-21.25 Name of Authorized Officer: BILLY TYSON, SR. Signature: Bill Tyson, SR. Title: PRESIDENT	
Susan M TaylorState of <u>N</u> C County of <u>PITT</u> SUSAN M TaylorState of <u>N</u> C County of <u>PITT</u> SUSAN M TaylorState of <u>N</u> C County of <u>PITT</u> SUSAN MUSCIES And Sworn to before me this <u>21</u> day of <u>MAY</u> 2025 My Commission Expires Jugg 21, 2025 My Commission Expires Jugg 2025 My Commission Expires Jugg 2025 Susan M TaylorState of <u>N</u> C <u>County of <u>PITT</u> County of <u>PITT</u> Susan M TaylorState of <u>County of PITT</u> Susan M TaylorState of <u>County of County of County of County</u> Susan M TaylorState of <u>County of County</u> Susan M TaylorState of <u>County</u> Susan M TaylorState of <u>County</u> S</u>	
COG PUBLIC WORK RENOVATIONS	

11 - 2

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT

AMERICAN BUILDERS, INC. as principal, and <u>PHILADELPHIA INDEMNITY INSURANCE COMPANY</u>, as surety, who is duly licensed to act as surety in North Carolina, are held and firmly bound unto the State of North Carolina* through <u>CITY OF GREENVILLE</u> as obligee, in the penal sum of <u>FIVE PERCENT OF THE AMOUNT BID IN DOLLARS (\$5% OF BID</u>)DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this <u>14TH</u> day of <u>MAY</u> 2025

WHEREAS, the said principal is herewith submitting proposal for CITY OF GREENVILLE
PUBLIC WORKS SOLID WASTE
OFFICE RENOVATION
COG ITB NO. 24-25-35
JKF PROJECT NO. 2021-04DWHEREAS, the said principal is herewith submitting proposal for CITY OF GREENVILLE
PUBLIC WORKS SOLID WASTE
OFFICE RENOVATION
COG ITB NO. 24-25-35
JKF PROJECT NO. 2021-04D

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the principal shall be awarded the contract for which the bid is submitted and shall execute the contract and give bond for the faithful performance thereof within ten days after the award of same to the principal, then this obligation shall be null and void; but if the principal fails to so execute such contract and give performance bond as required by G.S. 143-129, the surety shall, upon demand, forthwith pay to the obligee the amount set forth in the first paragraph hereof. Provided further, that the bid may be withdrawn as provided by G.S. 143-129.1

AMERICAN B	UILDERS, INC.	(SEAL)		CAN BU
BY: J	ft. Jand	(SEAL)		CORPO
	5	(SEAL)		SEA
PHILADELP <u>HIA INDEMNIT</u>	Y INSURANCE COMPA	NY (SEAL)		COUNTRALING
BY:		(SEAL)	INTV WO	
MARNI G. CA	NNATA, ATTORNEY-IN	I-FACT	SOUNTE S	1. 1.
			192/ 1	dir ^a n

Merry 8

PHILADELPHIA INDEMNITY INSURANCE COMPANY One Bala Plaza, Suite 100

Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Nancy E. Drake, Robert C. Buckalew, Marni G. Cannata, R.B. Nash Francis, Jr., John F. Russell, Betty Rouse Moore, James E. Clement, Jr., A. Spruill Alexander, Yvonne G. Garris, Jeffrey K. Gibson, Brittany N. Adams, and James F. Hanley of Towne Insurance its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000.000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016.

> That the Board of Directors hereby authorizes the President or any Vice President of the **RESOLVED:** Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, he it FURTHER

RESOLVED:

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF OCTOBER 2024.



Glomb, President & CEO Joh Philadelphia Indemnity Insurance Company

On this 5th day of October, 2024 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Commonwealth of Pennsylvania - Notary Seal Vanessa Mckenzie, Notary Public Delaware County My commission expires November 3, 2028 Commission number 1366394

Member, Pannsylvan.s Association of Notaries

My commission expires:

Notary Public:

residing at:

Bala Cynwyd, PA

November 3, 2028

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day October 2024 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _



Edward Sayago, Corporate Secretary PHILADELPHIA INDEMNITY INSURANCE COMPANY

Vanessa mcKensie



State of North Carolina

AFFIDAVIT D – Good Faith Efforts

County of ρ ; +

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

If the goal of 10% participation by HUB Certified/ minority business <u>is not</u> achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:

Affidavit of American Builders]	I do hereby certify that on the
(Name of B	dder)
City of Greentlle Public Works S	alid waste office Remunisons
(Project Name)	
Project ID# 24-25-35	Amount of Bid \$ 1,093,600.

I will expend a minimum of <u>1.7114</u>% of the total dollar amount of the contract with HUB certified/ minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. (Attach additional sheets if required)

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value
ADA Signs Inc. 252.373.5576	F	Y	Signage	\$2,301.56
AOA Signs Inc. 252.373.5576 C.L Warters LLC 252.355.3700	F	Ŷ	plumbing	\$16,415.00
			·····	

*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I),

Female (**F**) Socially and Economically Disadvantaged (**D**)

** HUB Certification with the state HUB Office required to be counted toward state participation goals.

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

- A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.

E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.

F. Copy of pre-bid roster

G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.

H. Letter detailing reasons for rejection of minority business due to lack of qualification.

I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay

agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

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

MBForms 2002-Revised May 2010

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date <u>: 5.21.25</u> Nam	ne of Authorized Officer: Tyler Tyson
	Signature: yut. ya
	Title: Senier Estimator
Pitt County, NC Nota	e of MC , County of $\beta_1 + T$ scribed and sworn to before me this 21 day of $MAY 20.25$ ry Public Susan MTq/SU

-2-

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City of Greenville Solid Waste Office Reno

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Ad #1037508404

Created: April 25, 2025 Expires: October 25, 2025

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Signs of fraud: wire transfer, money orders, cashier checks, payment via gift cards, shipping, escrow, "transaction protection", "guarantee". Be safe by dealing locally.

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Overview

Respond to this Ad Ad number:#1037508404 Contact:susie taylor Phone:252-756-1996 City:Greenville, NC Zip:27834 Posted in: Eastern North Carolina Construction & Remodeling

Description

ABI will break-down or combine elements of work into economically feasible units to facilitate minority participation. ABI will provide assistance with bonding or insurance. ABI will provide quick pay agreements & policies to enable minority contractors & suppliers to meet cash-flow demands. Documents for this job can be viewed at our office. Quotes should be submitted to American Builders, Inc. 805 West Star St. Greenville, NC 27834 by 5:00pm on May 13, 2025

Please contact Tyler Tyson @ tylertyson@americanbldr.com. or 252-756-1996

Respond to this Ad

Your name

Your email

https://www.classifiedads.com/construction_remodeling/2693gg6c83dd8

×

Project Id: 6646757 - Project Name: City of Greenville - Solid Waste Office Renovation - Package Name: All Trades - 2025-05-22 06:49 AM ET

Company Name	Email Address	City	State	ZipCode	Phone	Bid Status	MBE	Invited Date
Allen Painting and Drywall	jason@allenpaintingnc.com	Snow Hill	NC	28580	(888) 348-4338	No Bid	NC - Department of Administration - HUB,NC - Department of Administration - HUBZone SB	4/15/2025 12:04:34 PM
AOA Signs, Inc.	john@aoasigns.com	Wilson	NC	27893	(252) 230-6792	Low Bid	Federal - WOSB - Women-Owned Small Business,Federal - HUBZone - HUB Zone Certification,Federal - SB - Small Business Enterprise,Federal - SD - Small Disadvantaged Business,NC - North Carolina DOT - DBE ,NC - North Carolina HUB - SWUC - WBE,NC - North Carolina DOT - WBE,NC - North Carolina DOT - DBE,NC - Department of Administration - HUB,NC - UCP - DBE,NC - Department of Administration - SB,NC - UCP - MBE,NC - North Carolina DOT - MBE,NC - Department of Administration - SB,NC - UCP - MBE,NC - North Carolina DOT - MBE,NC - Department of Transportation - State of North Carolina - SB,NC - Department of Transportation - State of North Carolina - SBE	4/15/2025 12:04:34 PM
Barbour Brothers Construction	justin@barbourbrothers.com	Fremont	NC	27830	(919) 242-1267	No Bid	NC - North Carolina HUB - SWUC - WBE,NC - Department of Administration - HUB	4/15/2025 12:04:34 PM
C.L. Warters, LLC	angie@clwarters.com	Greenville	NC	27834	(252) 355-3700	Low Bid	NC - North Carolina HUB - SWUC - WBE,NC - Department of Administration - HUB,NC - Department of Administration - SB	4/15/2025 12:04:34 PM
Creech's Painting	estimator@creechspainting.com	Kinston	NC	28502	(252) 522-1727	No Bid	Federal - HUBZone - HUB Zone Certification	4/15/2025 12:04:34 PM
Hine Sitework, Inc.	elayne@hinesitework.com	Goldsboro	NC	27533	(919) 736-8990	No Bid	Federal - HUBZone - HUB Zone Certification,Federal - WOSB - Women-Owned Small Business,NC - North Carolina DOT - DBE ,NC - North Carolina HUB - SWUC - WBE,NC - North Carolina DOT - WBE,NC - Department of Administration - HUB,NC - Department of Administration - SB,NC - Department of Administration - HUBZONE SB	4/15/2025 12:04:34 PM

City of Greenville - Solid Waste Office Renovation - ABI Good Faith Efforts

SIGN IN SHEET

 PROJECT:
 Solid WASTE RENEVATION

 MEETING DATE:
 04 - 30 - 2025

 JKF PROJECT NO:
 2021-040



NAME AFFILIATION PHONE/ FAX	E-MAIL
F	
Veril Hompson COG 252-329-4522	- dthompson great il
Delbert Bryant 606 329452 MICHAEL TURNER CITY OF CIRKENVILLE (252)329-49:	
Michael adom Waters Contracting 919-750-223	
Owen Buy Burny & Burny Const 252 917-200	
Owen Burney III Burney + Burney Const "	U
Tyler Tyson American Builders Ins 252.756.1990	Tylestyson@americant
Adam Johnson American Builders Inc 704-962-155	7 Ojeknsin@Americanb
· GRIFFW WILLIFOTED MUTER CONSTRUCTION (252) 715-670	2 GWILLIFORD & MUTERCONSTE
GREE HEDRICK COAST MER 803-367-726	4 GILEG. HEDRICKE CON
Colin Womack COGIT (252) 329- Ian Moran Lectford Contracting (252) 775-060	1847 CWOmack@gee 11 Stephen@lcgwe.com
Mallory Dawson JKF Architecture 252-355-106	3 Mallory @ske-orch.com

KEVIN Mulligan

John K. Farkas, AIA

JKF Architecture

City of Greenville 2523294522625 LYNNDALE COURT, SUITE F GREENVILLE, NC 27858 252-355-1068 (OFFICE) 252-355-0216 (FAX)



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AGREEMENT FOR CONTRACTOR SERVICES

Solid Waste Office Renovations

THIS Agreement made and entered into on this date May 27, 2025, by and between the City of Greenville, a municipal corporation, organized and existing under the laws of the State of North Carolina, hereinafter referred to as the *"City,"* whose primary address is located at 200 West Fifth Street, Greenville, NC 27858 and American Builders, Inc. a North Carolina Corporation, organized and existing under the laws of the State of North Carolina, hereinafter referred to as the *"Contractor"* whose primary offices are located at P.O. Box 2553, Winterville, NC 28590.

GENERAL RECITALS

WHEREAS, the City desires the assistance of a Contractor in the performance of certain professional services; and

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

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

NOW THEREFORE, the City and the Contractor, for consideration hereinafter stipulated, mutually agree as follows:

The Contractor agrees to perform the assigned services.

ARTICLE I – SCOPE OF WORK

I.A. DESCRIPTION OF WORK REQUIRED

The Contractor shall provide services for Solid Waste Office Renovations, as designated by the Director of Public Works, or designee, within the Public Works Department and defined in the Invitation to Bid ("ITB") Bid #24-25-35 and amendments, if any, said work being hereinafter referred to as the "*Work*". The ITB 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 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.

I.B. WORK STANDARDS

The Contractor will perform all work associated with this project per the scope of work, specifications, and drawings in accordance with all applicable federal, state and local laws, regulations and safety guidelines.

I.C. ORDER OF PRECEDENCE

For the resolution and interpretation of any inconsistencies in this Agreement and/or the documents attached hereto and included herein by this reference, the precedence of these documents shall be given the following order:
- 1. This Agreement with any Attachments, including Addendum(s) and Amendment(s) hereto;
- 2. If applicable, negotiated Amendments or clarification to the Contractor's Proposal which have been incorporated by reference to the final Agreement;
- 3. City's ITB attached hereto as Exhibit A; and
- 4. Contractor's Proposal attached hereto as Exhibit B.

I.D. SUBCONTRACTS

The Contractor and/or subcontractor will not sublet any portion of the work covered by this Agreement without prior written approval by the City.

- I.D.1. The Contractor will be responsible for the schedule of any work sublet to others so as to assure the overall schedule of the project is maintained.
- I.D.2. The Contractor will be responsible for the completeness, accuracy and presentation of all data, and for the review of any work sublet to others.
- I.D.3. The Contractor shall notify all subcontractors under this contract of ALL new work assignments made by the City to the Contractor regardless of any particular subcontractor's engagement level under a particular task order. This notification information may be requested by the City in the form of a report.

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

II.A. **DATA AND SERVICES**

- II.A.1. The City's project manager who will be overseeing the Contractor in order to ensure that the requirements of this contract are met is the Director of Public Works or their designee. If assistance or further information is needed, the Contractor shall contact the Director of Public Works or their designee at (252) 329-4522 or the Public Works Complex, 1500 Beatty Street, Greenville, NC. All directions and communications from the City to the Contractor shall be through the Director of Public Works 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 Contractor under this Agreement shall be kept as confidential, used only for the purpose(s) required to perform the Agreement and not divulged or made available to any individual or organization without the prior written approval of the City. The City's data and property in the hands of the Contractor shall be protected from unauthorized disclosure, loss, damage, destruction by a natural event or another eventuality. The Contractor agrees to reimburse the City for loss or damage of City property while in Contractor's custody. Such City Data shall be returned to the City in a form acceptable to the City upon the termination or expiration of this Agreement. The Contractor shall notify the City of any security breaches within 24 hours as required by G.S. § 143B-1379.

ARTICLE III - TIME OF BEGINNING AND COMPLETION

III.A. **PERIOD OF PERFORMANCE**

Work will begin upon issuance of notice to proceed and shall be completed no later than one hundred and ninety-five (195) calendar days after notice to proceed. If the Contractor fails to complete the work within the time specified, the Contractor shall pay liquidated damages to the City of Greenville in the amount of **§1,000.00** for each calendar day of delay until the work is completed or accepted. The work will be completed according to a written schedule provided by the City. The Contractor will be responsible for implementing and monitoring the schedule.

This Agreement will expire on *June 30, 2027*, unless a duly executed extension is in writing and signed by the Contractor and the City.

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 Contractor shall notify the City's Project Manager as soon as additional services beyond agreed upon scope of work appear to be warranted. <u>The Contractor must never under any circumstance exceed</u> 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 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 notice of its intention. Contractor shall reimburse the City for additional costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

ARTICLE IV – COMPENSATION AND PAYMENTS

IV.A. FEES AND COSTS

As compensation for the Contractor services as outlined in ARTICLE I – Solid Waste Office Renovations, a lump sum payment of:

Base Bid	\$ 1,089,000
Alternate Bid No. 1; Paint Existing Exterior Metal Panels	\$ 4,600
Alternate Bid No. 2: Preferred Alternate- Roof Top Units by Trane	\$ -
Alternate Bid No. 3: Preferred Alternate: Corbin-Russwin Door Hardware	\$ -
TOTAL RECOMMENDED AWARD	\$ 1,093,600

Payment shall be based upon the completed job and final acceptance from the City. The City shall not be obligated to pay the 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 Contractor for any reason. Invoices are payable in U.S. funds.

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

All invoices shall be directed to: *Director of Public Works, Public Works Department, 1500 Beatty Street, Greenville, NC 27834* or emailed to <u>kmulligan@greenvillenc.gov.</u>

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

ARTICLE V - GENERAL TERMS AND CONDITIONS

V.A. <u>TERMINATION</u>

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

- V.A.1. DEFAULT. The 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 regarding the condition(s) and the Contractor 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 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 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. 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 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 TFC or as soon afterwards as is practical, 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 an 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. CONTRACTORS RESPONSIBILITY

- V.B.1. Contractor shall perform the Work under this Agreement as an independent contractor and not as City's agent or employee. Contractor shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees and agents.
- V.B.2. The standard of care applicable to Contractor's performance will be the degree of skill and diligence normally employed by professional Contractors performing the same or similar services at the time and location said services are performed. Contractor will re-perform any services not meeting this standard without additional compensation.
- V.B.3. Contractor 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. Contractor shall be responsible for all travel and related expenses.

- V.B.4. Contractor shall be responsible for all federal, state and local taxes incurred, owed or payable as a result of the performance of the Work.
- V.B.5. In the performance of the Work under this Agreement, Contractor shall comply with all federal, state, county and City statutes, ordinances, regulations, and rules, which are applicable.
- V.B.6. The Contractor shall furnish a competent project manager who shall be available to the Director of Public Works or their designee at all times that the Contractor is performing the Work under this Agreement. The Contractor's supervisor shall have full authority over the Contractor's employees, agents, subcontractors, or otherwise and shall monitor them and direct them responsibly. The Contractor'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 executed 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 Contractor, its employees or property, tools or equipment, or to other persons or properties located on City facilities resulting from the Contractor's activities and operations while performing services under this contract. The Contractor shall assume full and complete liability for any and all damages to City or private properties caused by or from its activities, operations, and that of its employees, agents, and officers.
- g. Contractor will promptly notify the City of any Civil or Criminal Actions filed against the Contractor or of any notice of violation from any Federal or State Agency or of any claim as soon as practical

as relates to the services provided. The City, upon receipt of such notice, shall have the right, at its election, to defend any and all actions or suits or join in defense.

V.C.2. INSURANCE:

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

a. <u>Workers' Compensation Insurance</u>: 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. <u>Commercial General Liability:</u>

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 Contractor must be added as an Additional Insured to the Commercial General Liability policy.

c. <u>Commercial Automobile Liability:</u>

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 thirty (30) days after mailing written notice to the assured of such alteration or cancellation, sent registered mail.

e. <u>Proof of Carriages:</u>

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

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

V.E. **RELATIONSHIP WITH OTHERS**

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

V.F. <u>NOTICE</u>

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

City: City of Greenville P.O. Box 7207 Greenville, NC 27835 Attn: Building and Grounds Superintendent

Contractor: American Builders, Inc. P.O. Box 2553 Winterville NC 28590 Attn: Billy Tyson, Sr.

V.G. ADDITIONAL PROVISIONS

V.G.1. TIME IS OF THE ESSENCE

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

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

V.G.2. OWNERSHIP OF DOCUMENTS

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

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

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

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

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

V.G.6. ASSIGNMENT

There shall be no assignment, subletting or transfer of the interest (including payments) of the Contractor in any of the work covered by the Agreement without the written consent of the City. Unless the City agrees otherwise in writing, the Contractor and all assignees shall be subject to all of the City's defenses and shall be liable for all of the Contractor's duties that arise out of this 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 Contractor shall comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations pertaining to the performance of Work under this Agreement.

V.G.8. AMENDMENTS AND WAIVER

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

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

The Contractor is to procure all permits, licenses, and certificates, 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 Contractor, the undersigned hereby warrants and certifies that they are authorized to enter into this Agreement and to execute same on behalf of the Contractor as the act of the said Contractor.

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

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

V.G.13. CONFLICT OF INTERESTS

- a. Contractor is aware of the conflict-of-interest laws of the City of Greenville, of the State of North Carolina (as set forth in North Carolina General Statutes) and agrees that it will fully comply in all respects with the terms thereof and any future amendments.
- b. Contractor covenants that no person or entity under its employ, presently exercising any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with the City. Contractor further covenants that, in the performance of this Agreement, no person or entity

having such conflicting interest shall be utilized in respect to the Scope of Work or services provided hereunder. Any such conflict of interest(s) on the part of Contractor, its employees or associated persons or entities shall be disclosed to the City.

- c. Contractor shall disclose any possible conflicts of interest or apparent improprieties of any party under or in connection with the Legal Requirements, including the standards for procurement.
- d. Contractor shall make any such disclosure to the City in writing and immediately upon the Contractor's discovery of such possible conflict. The City's determination regarding the possible conflict of interest shall be binding on all parties.
- e. No employee, agent, Contractor, elected official or appointed official of the City, exercising any functions or responsibilities in connection with this Agreement, or who is in a position to participate in the decision-making process or gain inside information regarding activities, has any personal financial interest, direct or indirect, in this Agreement, the proceeds hereunder, the Project or Contractor, either for themselves or for those with whom they have family or business ties, during their tenure or for one year thereafter.

V.G.14. NON-APPROPRIATION OF FUNDS

Contractor acknowledges that funding for this Agreement is conditioned upon appropriation and allocation by the governing body of sufficient funds to support the activities described in this Agreement. By written notice to Contractor at the earliest possible date, City may terminate this Agreement, in whole or in part, at any time for lack of appropriation of funds, or other withdrawal, reduction or limitation in any way of the City's budget, funding or financial resources. Such termination is in addition to the City's rights to terminate for convenience or cause. If this Agreement is terminated for nonappropriation: The City will be liable only for payment in accordance with the terms of this Agreement for Work completed and expenses incurred prior to the effective date of termination. The Contractor will not be compensated for any other costs in connection with a termination for non-appropriation. The Contractor will not be entitled to recover any damages in connection with a termination for non-appropriation, including, but not limited to, lost profits. Contractor shall be released from any further obligation to provide Work affected by such termination; and Termination shall not prejudice any other right or remedy available to the City.

V.G.15 **RECORD RETENTION**

All records required to be kept on the project shall be maintained for at least five (5) years after final payments and until all other pending matters under 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; *Solid Waste Office Renovations Page 10 of 17* (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 Contractor 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 Contractor shall prevent any liens from becoming delinquent. Upon completion of the Work and prior to payment by the City, the Contractor 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 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 Contractor's services under this Agreement, that power may be exercised by the City Manager or their designee.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates written below and the undersigned hereby warrants and certifies that they 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: <u>032-06-55-00-000-534005-25009-</u> PROJECT CODE (IF APPLICABLE): SWOFFRENO

SIGNATURE OF CONTRACTOR

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

CONTRACTOR:

BY:

SIGNATURE

TITLE

DATE

Exhibit A: City's Invitation to Bid

Exhibit B: Contractor's Proposal

Exhibit C:

<u>Title VI of the Civil Rights Act of 1964</u> 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 Non-discrimination 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

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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

<u>Title of Item:</u>	Request to Purchase New Additional Equipment for the Engineering Department's Traffic Services Division and for Fire/Rescue EMS
Explanation:	The Engineering Department is requesting to purchase one (1) additional piece of equipment for the Traffic Services Division at a cost of \$220,489.00. The new equipment will be funded utilizing the monies available from the Engineering Capital Outlay/Equipment Account.
	The Fire/Rescue Department is requesting to purchase one (1) additional vehicle for EMS at a cost of \$602,685.00. This new vehicle will be funded utilizing monies from Fire/Rescue Department funds.
	The new vehicles will be purchased through the following contracts:
	Sourcewell Cooperative Purchasing Agreement: (1) 2026 Altec Bucket Truck
	HGAC Buy Contract: (1) 2027 Wheeled Coach Ambulance
Fiscal Note:	Funding for this purchase will come from the Engineering Capital Outlay/Equipment account and Fire/Rescue Department funds.
Recommendation:	City Council approves the purchase of the additional vehicles listed above.

ATTACHMENTS

1204887V2 JUNE 9TH AGENDA - SPREADSHEET TRAFFIC SERVC & EMS ADDITIONAL VEHICLE.pdf

#	Department	New Vehicle Make/Model	New Vehicle Description	Cost	Contract
1	Engineering/ Traffic Services	2026 Altec	Bucket Truck	\$220,489.00	Sourcewell Cooperative Purchasing Agreement
2	Fire/Rescue EMS	2027 Wheeled Coach	Ambulance	\$602,685.00	HGAC Buy Contract
			Total	\$823,174.00	



City of Greenville, North Carolina

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:

Payee	Adjustment Refunds	<u>Amount</u>
Paul, Thomas Martin	Registered Mother Vehicle	956.41
The Robinson Law Firm PA	Registered Motor Vehicle	653.32
Burgess, Katelyn Ann	Registered Motor Vehicle	586.39
Cypress Farms LLC	Registered Motor Vehicle	487.29
Greenville Utilities Commission	Registered Motor Vehicle	425.73
Treadway, Mary Hoke	Registered Motor Vehicle	364.92
Mccoy, Leandrew Curtis	Registered Motor Vehicle	349.38
Mckinnon, Jennifer Faith	Registered Motor Vehicle	312.91
Luckett, Gloria Francille	Registered Motor Vehicle	238.11
Sluder, Troy Bunyon III	Registered Motor Vehicle	225.06
Gozalez, Suzete	Registered Motor Vehicle	218.95
King, Willard Charles	Registered Motor Vehicle	216.21
Speight, Jimmy Lee	Registered Motor Vehicle	205.32
Little, Donald Terrell	Registered Motor Vehicle	196.79
Olaviaga, Jona April David	Registered Motor Vehicle	194.41
Peaden, Bradford Carson	Registered Motor Vehicle	186.28
Ange, Brittany Hollis	Registered Motor Vehicle	175.64
Rascoe, Eric Jamal	Registered Motor Vehicle	174.42
Leary, Tony Tarell	Registered Motor Vehicle	170.81
Smith, Charles Major	Registered Motor Vehicle	166.86

Gurganus, Hunter	Registered Motor Vehicle	161.70
Dougals	8	
Atencia, Richard Octavio	Registered Motor Vehicle	134.88
Moore, David Boyd	Registered Motor Vehicle	119.15
Mcmichael, Lorrie Sue	Registered Motor Vehicle	118.72
Medlin, James Everette	Registered Motor Vehicle	116.60
Grizzard, Linda Faye	Registered Motor Vehicle	116.19
Eble, Michelle Florence	Registered Motor Vehicle	114.44
Lara Ramirez, Omar	Registered Motor Vehicle	109.69
Smith, Willie Earnest Jr	Registered Motor Vehicle	105.14
Simpson, Jerry Allen	Registered Motor Vehicle	104.43
Bradshaw, Justin Kemp	Registered Motor Vehicle	102.47
Teller, Halina	Individual Property Taxes	1385.06
Starling, Phillip Ray	Individual Property Taxes	756.12
Dupree, Angela B	Individual Property Taxes	663.53
Beaman, Adam B	Individual Property Taxes	584.64
Lee, Williams James	Individual Property Taxes	427.94
Durham, Yashia	Individual Property Taxes	427.93
Sukar, Swati Manoharrao	Individual Property Taxes	199.65
Bunting, Josheph Earl	Individual Property Taxes	176.36
Jimenez, Brenda Yaneth Meza	Individual Property Taxes	156.99
Weeks, Georgia Rae	Individual Property Taxes	153.95

Fiscal Note: The total amount refunded is \$12,743.79

<u>Recommendation:</u> Approval of taxes refunded by City Council



City of Greenville, North Carolina

<u>Title of Item:</u>	Public Hearing on the Proposed Fiscal Year 2025-26 City of Greenville Budget including the FY 2025-26 Manual of Fees and also including Sheppard Memorial Library, the Pitt-Greenville Convention & Visitors Authority, and Greenville Utilities Commission budgets and a Public Hearing to Be Held Concurrently on the Appropriation of Economic Development Funds for the Greenville ENC Alliance				
Explanation:	Attached are the Fiscal Year 2025-26 Proposed City of Greenville and Greenville Utilities Commission Budget Ordinances. The City Council is required by Section 159-12 of the North Carolina General Statutes to hold a public hearing before adopting the budget ordinances. The City of Greenville's budget ordinance also includes the Manual of Fees as well as the Sheppard Memorial Library and Pitt-Greenville Convention & Visitors Authority budgets.				
	The attached ordinances are submit June 9, 2025 meeting.	ted for considera	tion at the City Council's		
Fiscal Note:	The City of Greenville Fiscal Year operating funds provides revenues	•	•		
	General	\$118,864,369			
	Debt Service	7,368,819			
	Public Transportation (Transit)	4,869,989			
	Fleet Maintenance	6,577,898			
	Sanitation	11,900,000			
	Stormwater Utility	11,390,000			
	Housing	1,975,598			
	Inspections	1,900,000			
	Health	14,900,000			
	Vehicle Replacement	3,601,408			
	Facilities Improvement	1,200,000			
	Occupancy Tax	750,000			

The City of Greenville's Fiscal Year 2025-26 budget ordinance also includes revenues and appropriations for Sheppard Memorial Library and Pitt-Greenville Convention and Visitors Authority as follows:

Sheppard Memorial Library Fund	\$2,994,650
Pitt-Greenville Convention &	2,223,146
Visitors Authority	2,223,140

The Greenville Utilities Commission's Fiscal Year 2025-26 budget ordinance provides revenues and appropriations for the following:

Operating	\$314,107,956
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Recommendation: Receive staff presentations and conduct a public hearing on the proposed budgets for Fiscal Year 2025-26 and the appropriation of economic development funds for the Greenville ENC Alliance.

ATTACHMENTS

- **COG 2026 Budget Ordinance.XLSX**
- FY2026 Budget Message Final-Signed.pdf
- GUC Budget Package for City Mtg- Ordinance, REs, Budget Exp by Dept.pdf

GUC Reimbursement Resolution for Operations Equipment and Vehicle Purchases FY 2025-26.docx

- GUC Reimbursement Resolution for Capital Projects in FY 2025-26 Budget.docx
- FY 2026 Manual of Fees Public Hearing and Adoption.pdf

ORDINANCE NO. 25-xxx CITY OF GREENVILLE, NORTH CAROLINA 2025-2026 BUDGET ORDINANCE

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

Section I: Estimated Revenue. It is estimated that the following revenues will be available for the City of Greenville during the fiscal year beginning July 1, 2025 and ending June 30, 2026:

GENERAL FU	ND		
Unrestricted Intergovernmental Revenues:			
Ad Valorem Taxes			
Current Year Taxes - Operations	\$	47,080,522	
Prior Year's Taxes and Penalties		(415,000)	
Subtotal			\$ 46,665,522.0
Sales Tax	\$	30,512,904	
Rental Vehicle Gross Receipts		177,000	
Video Programming & Telecommunication Services Tax		704,948	
Utilities Franchise Tax		7,492,757	
Motor Vehicle Fee		1,803,631	
Other Unrestricted Intergovernmental Revenues		905,000	
Subtotal			\$ 41,596,24
Restricted Intergovernmental Revenues:			
Restricted Intergovernmental Revenues	\$	1,019,000	
Powell Bill - State allocation payment		2,960,000	
Subtotal			\$ 3,979,00
Licenses, Permits, & Fees:			
Other Licenses, Permits & Fees	\$	4,255,199	
Subtotal		. , .	\$ 4,255,19
Sales and Services:			
Rescue Service Transport	\$	4,758,234	
Parking Violation Penalties		333,287	
Leased Parking & Meters		291,713	
Subtotal		_,,,,,	\$ 5,383,234
Other Revenues:			
Sale of Property	\$	-	
Other Revenues Sources		1,957,919	
Subtotal		, , ,	\$ 1,957,91
Investment Earnings:			
Interest on Investments	\$	4,723,564	
Subtotal			\$ 4,723,564
Other Financing Sources:			
Transfer from FEMA Fund	\$	-	
Transfer from Greenville Utilities Commission		9,053,691	
Subtotal			\$ 9,053,69
Fund Balance Appropriated:			
Appropriated Fund Balance - General	\$	1,250,000	
	Ф	1,230,000	
Appropriated Fund Balance - Powell Bill Subtotal		-	\$ 1,250,00
			 ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
TOTAL GENERAL FUND REVENUES			\$ 118,864,36

Occapancy Tax S 665.677 Transfer from General Fund \$ 7.368.819 TOTAL DEBT SERVICE FUND \$ 7.368.819 PUBLIC TRANSPORTATION FUND \$ 3.822.289 Bus Fure / Ticket Sales 209.500 0 Other Revenues 63.200 7.500.00 Total TRANSPORTATION FUND \$ 4.869.989 Fuel Markup \$ 1.793.750 Labor Frees \$ 2.117.810 Parts Markup 733.165 0 TOTAL FLEET MAINTENANCE FUND \$ 6.577.898 Facfuse Frees \$ 1.1,990.000 Parts Markup 733.165 0 TOTAL FLEET MAINTENANCE FUND \$ 11.900.000 Cart and Dunpster 145.000 0 145.000 Other Revenues 16.200 145.000 0 11.900.000 Appropriated Fund Balance - - 11.900.000 Licenses, Permits, and Fees \$ 1.900.000 - Licenses, Permits, and Fees \$ 1.900.		DEBT SERVICE FUNI)		
PUBLIC TRANSPORTATION FUND Image: Control of the control			\$		
Grant Income \$ 3,822,289 Bus Fare / Ticket Sales 209,500 Other Revenues 63,200 Transfer from General Fund 775,000 TOTAL TRANSPORTATION FUND \$ 4,869,989 Fuel Markup \$ 1,793,750 Labor Fees 2,117,810 Parts Markup Parts Markup 16,700 5 6,577,898 TOTAL FLEET MAINTENANCE FUND \$ 6,577,898 Refuse Fees \$ 11,593,000 Cart and Dumpster 165,000 00 Other Revenue Balance - - TOTAL SANITATION FUND \$ 11,900,000 Cart and Dumpster 162,000 - Other Revenue Balance - - TOTAL STORMWATER MANAGEMENT UTILITY FUND \$ 11,390,000 Licenses, Permits, and Fees \$ 1,900,000 Inspectrions FUND \$ 1,390,000 Licenses, Permits, and Fees \$ 1,900,000 Transfer from Cherer I und - - Occupancy Tax \$ 750,000 Transfer from Cherer I und <td>TOTAL DEBT SERVICE FUND</td> <td></td> <td></td> <td></td> <td>\$ 7,368,819</td>	TOTAL DEBT SERVICE FUND				\$ 7,368,819
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Occupancy Tax\$750,000Transfer from Other Funds-Appropriated Fund Balance-TOTAL OCCUPANCY TAX FUND\$COMMUNITY DEVELOPMENT HOUSING FUNDCDBG Grant Income\$161,047Other Income164,594Transfer from General Fund375,000	TOTAL INSPECTIONS FUND				\$ 1,900,000
Occupancy Tax\$750,000Transfer from Other Funds-Appropriated Fund Balance-TOTAL OCCUPANCY TAX FUND\$COMMUNITY DEVELOPMENT HOUSING FUNDCDBG Grant Income\$161,047Other Income164,594Transfer from General Fund375,000		OCCUPANCY TAX FUN	JD		
COMMUNITY DEVELOPMENT HOUSING FUND CDBG Grant Income \$ 1,274,957 HOME Grant Income 161,047 Other Income 164,594 Transfer from General Fund 375,000	Transfer from Other Funds			750,000	
CDBG Grant Income\$ 1,274,957HOME Grant Income161,047Other Income164,594Transfer from General Fund375,000	TOTAL OCCUPANCY TAX FUNE)			\$ 750,000
TOTAL COMMUNITY DEVELOPMENT HOUSING FUND \$ 1,975,598	CDBG Grant Income HOME Grant Income Other Income	DMMUNITY DEVELOPMENT HO		1,274,957 161,047 164,594	
	TOTAL COMMUNITY DEVELOP	MENT HOUSING FUND			\$ 1,975,598

HEALTH FUND		
Employer Contributions - City of Greenville	\$ 11,045,693	
Employee Contributions - City of Greenville	1,646,123	
Retiree Contributions - City of Greenville	218,156	
Other Agencies	1,103,731	
Other Revenues	4,246	
Insurance Company Refund/Reimbursement	240,000	
Appropriated Fund Balance	642,051	
TOTAL HEALTH FUND		\$ 14,900,000
FACILITIES IMPROVEME	NT FUND	
Transfer from General Fund	\$ 1,200,000	
TOTAL FACILITIES IMPROVEMENT FUND		\$ 1,200,000
VEHICLE REPLACEMEN	T FUND	
Sale of Property	\$ -	
Transfer from City Departments	3,601,408	
Transfer from General Fund	-	
Other Revenues	-	
Appropriated Fund Balance		
TOTAL VEHICLE REPLACEMENT FUND		\$ 3,601,408
CAPITAL RESERVE F	UND	
Transfer from General Fund	\$ -	
		<u>_</u>
TOTAL CAPITAL RESERVE FUND		<u> </u>
TOTAL ESTIMATED CITY OF GREENVILLE REVENUES		\$ 185,298,081
SHEPPARD MEMORIAL LIBI	RARY FUND	
City of Greenville	\$ 1,513,850	
Pitt County	705,046	
Pitt County-Bethel/Winterville	20,000	
Town of Bethel	22,108	
Town of Winterville	176,921	
State Aid	236,969	
Desk/Copier Receipts	30,000	
Interest Income Other Revenues	36,688	
Greenville Housing Authority	30,000 13,261	
Grant - LSTA Planning Grant	13,201	
Capital Projects	165,500	
SML Fund Balance & Capital	44,307	
TOTAL SHEPPARD MEMORIAL LIBRARY FUND		\$ 2,994,650

PITT-GREENVILLE CONVENTION AND VISITORS AUTHORITY FUND					
\$	1,108,097				
	554,049				
	300,000				
	-				
	110,000				
	1,000				
	150,000				

TOTAL PITT-GREENVILLE CONVENTION AND VISITORS AUTHORITY FUND

\$ 2,223,146

Section II: Appropriations. The following amounts are hereby appropriated for the operation of the City of Greenville and its activities for the fiscal year beginning July 1, 2025 and ending June 30, 2026:

GENERAL FUN	D
Mayor & City Council	\$ 594,774
City Manager	3,739,853
City Clerk	409,795
City Attorney	778,519
Human Resources	4,288,734
Information Technology	4,963,701
Engineering	6,511,815
Fire/Rescue	23,151,151
Financial Services	4,163,083
Police	34,263,570
Recreation & Parks	10,778,129
Public Works	7,972,043
Planning and Development	1,712,043
Neighborhood & Business Services	1,771,048
Project Management	164,673
Other Post Employment Benefits	700,000
Contingency	40,000
Capital Improvement	-
Transfer to Other Funds	14,812,325
Indirect Cost Reimbursement	(1,950,887)
TOTAL GENERAL FUND	\$ 118,864,369
DEBT SERVICE FU	JND
Debt Service	\$ 7,368,819
PUBLIC TRANSPORTAT	ION FUND
Public Transportation	\$ 4,869,989

FLEET MAINTENANCE FUND

Fleet Maintenance	\$ 6,577,898
SANITATION FUND	
Sanitation Service	\$ 11,900,000
STORMWATER MANAGEMENT UTILITY FUND	
Stormwater Management	\$ 11,390,000
INSPECTIONS FUND	
Inspections	\$ 1,900,000
OCCUPANCY TAX FUND	
Occupancy Tax	\$ 750,000
COMMUNITY DEVELOPMENT HOUSING FUND	
Community Development Housing / CDBG	\$ 1,975,598
HEALTH FUND	
Health Fund	\$ 14,900,000
FACILITIES IMPROVEMENT FUND	
Facilities Improvement Fund	\$ 1,200,000
VEHICLE REPLACEMENT FUND	
Vehicle Replacement Fund	\$ 3,601,408
CAPITAL RESERVE FUND	
Capital Reserve Fund	\$
TOTAL CITY OF GREENVILLE APPROPRIATIONS	\$ 185,298,081
SHEPPARD MEMORIAL LIBRARY FUND	
Sheppard Memorial Library	\$ 2,994,650

PITT-GREENVILLE CONVENTION AND VISITORS AUTHORITY FUND
Pitt-Greenville Convention and Visitors Authority \$ 2,223,146

Section III: Encumbrances. Appropriations herein authorized and made shall have the amount of outstanding purchase orders of June 30, 2025, added to each appropriation as it appears in order to account for the expenditures in the fiscal year in which it was paid.

Section IV: Taxes Levied. There is hereby levied a tax rate of 39.54 cents per one hundred dollars (\$100) valuation of taxable properties, as listed for taxes as of January 1, 2026 as set forth in the foregoing estimates of revenue, and in order to finance the foregoing appropriations.

Section V: Salaries.

(a) Salaries of Elected Officials. The annual salaries of the Mayor, Mayor Pro-Tem, and other members of the City Council shall be as follows:

Mayor	\$ 13,900
Mayor Pro-Tem	\$ 9,600
Council Members	\$ 8,700

(b) Salary Cap of Greenville Utilities Commission Members. Pursuant to Section 4 of the Charter of the Greenville Utilities Commission of the City of Greenville, the monthly salaries of the members of the Greenville Utilities Commission shall not exceed the following caps:

Chair	\$ 350
Member	\$ 200

Section VI: Amendments

(a) Pursuant to the General Statutes 159-15, this budget may be amended by submission of proposed changes to the City Council.

(b) Notwithstanding Subsection (a) above, the City Manager is authorized to transfer funds from one appropriation to another within the same fund in an amount not to exceed \$10,000. Any such transfers shall be reported to the City Council at its regular meeting and shall be entered in the minutes.

(c) In case of emergency which threatens the lives, health, or safety of the public, the City Manager may authorize expenditures in an amount necessary to meet the emergency so long as such amount does not exceed the amount in contingency accounts and the expenditure is reported to the City Council as soon as possible, and the appropriate budget amendments are submitted at the next regular meeting.

Section VII: The Manual of Fees, dated July 1, 2025, is adopted herein by reference.

Section VIII: Motor Vehicle Fee.

(a) Pursuant to provisions of General Statute 20-97 (b1) and Section 10-3-1 of the Code of Ordinances, City of Greenville, an annual motor vehicle tax in the amount of thirty dollars (\$30) is hereby levied upon any vehicle resident in the city.

Section IX: Community Development. The City Council does hereby authorize grant project funds for the operation of FY 2025-2026 CDBG Entitlement and Community Development Home Consortium programs under the Community Development Block Grant Program and Home Consortium Program for the primary purpose of housing rehabilitation and other stated expenditures.

Section X: Greenville Utilities Commission. The City Council adopts a separate ordinance for the budget of the Greenville Utilities Commission.

Section XI: Distribution. Copies of this ordinance shall be furnished to the City Manager and Director of Financial Services of the City of Greenville to be kept on file by them for their direction in disbursement of funds.

ADPOTED this the 12th day of June, 2025.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

CITY OF GREENVILLE

Office of the City Manager

May 27, 2025

Honorable Mayor, Members of City Council, and Citizens of Greenville:

Presented herein is the proposed Fiscal Year (FY) 2026 budget. This balanced budget constitutes the City's revenue and expense authorization for FY 2026 as required by North Carolina law. The proposed budget continues the trend of investing in our buildings, infrastructure, and our employees, focusing on driving community revitalization and improving the quality of life for the residents in our community. Such investments will continue to support and enhance economic development, centered on growing a sustainable tax base and providing new employment opportunities.

The proposed FY 2026 budget includes all City operating funds: General, Debt Service, Transit, Fleet, Sanitation, Stormwater, Housing, Health Insurance, Vehicle Replacement, Facilities Improvement, Occupancy Tax and Capital Reserve. The budget also includes separate budgets for the following independent commissions and authorities: Greenville Utilities Commission, Pitt-Greenville Convention and Visitors Authority, and Sheppard Memorial Library.

The FY 2026 City of Greenville total operating budget is \$185,298,081, which represents an increase of 1.90% across all funds as compared to the FY 2025 adopted budget. The proposed FY 2026 budget for all City funds, inclusive of independent commissions and authorities, is \$504,623,833, which represents an increase of 3.11% compared to FY 2025.

FOR FISCAL YEAR 2026 BUDGET										
FUND	2022 ACTUAL		2023 ACTUAL		2024 ACTUAL		2025 ORIGINAL		2026 PROPOSED	INC/ (DEC)
GENERAL	\$ 91,528,605	\$	97,969,096	\$	107,427,399	\$	112,819,004	\$	118,864,369	5.36%
DEBT SERVICE	5,331,090		6,285,268		6,471,125		7,368,819		7,368,819	0.00%
PUBLIC TRANSPORTATION (TRANSIT)	2,909,300		2,965,770		3,269,836		5,094,474		4,869,989	-4.41%
FLEET MAINTENANCE	5,320,099		6,244,530		6,404,723		6,523,088		6,577,898	0.84%
SANITATION	6,900,301		8,518,206		8,923,159		9,492,950		11,900,000	25.36%
STORMWATER	5,798,188		7,037,053		11,175,309		13,514,558		11,390,000	-15.72%
HOUSING	2,189,249		2,054,247		2,355,109		3,923,790		1,975,598	-49.65%
INSPECTIONS	1,008,394		1,066,723		1,249,449		1,320,880		1,900,000	43.84%
HEALTH INSURANCE	13,598,002		11,951,888		13,667,788		14,376,368		14,900,000	3.64%
VEHICLE REPLACEMENT	3,163,269		2,984,087		3,843,091		3,601,408		3,601,408	0.00%
FACILITIES IMPROVEMENT	1,272,859		1,252,331		1,546,966		1,200,000		1,200,000	0.00%
OCCUPANCY TAX	534,744		376,675		1,136,930		2,604,334		750,000	-71.20%
CAPITAL RESERVE	-		1,250,000		-		-		-	-
TOTAL CITY MANAGED FUNDS	\$ 139,554,099	\$	149,955,872	\$	167,470,885	\$	181,839,673	\$	185,298,081	1.90%
GREENVILLE UTILITIES COMMISSION	\$ 270,670,030	\$ 2	279,309,810	\$	289,671,654	\$	302,227,045	\$	314,107,956	3.93%
CONVENTION & VISITORS AUTHORITY	1,745,069		1,972,090		2,410,149		2,055,832		2,223,146	8.14%
SHEPPARD MEMORIAL LIBRARY	2,543,572		2,823,374		2,810,296		3,265,306		2,994,650	-8.29%
TOTAL INDEPENDENT AGENCIES	\$ 274,958,671	\$ 2	284,105,274	\$	294,892,099	\$	307,548,183	\$	319,325,752	3.83%
TOTAL ALL FUNDS	\$ 414,512,769	\$ 4	434,061,146	\$	462,362,983	\$	489,387,856	\$	504,623,833	3.11%

BUDGET COMPARISON FOR CITY MANAGED FUNDS & INDEPENDENT AGENCIES FOR FISCAL YEAR 2026 BUDGET

2025-26 CITY COUNCIL GOALS, PRIORITIES, AND BUDGET OBJECTIVES

The Council's strategic goals and priorities provide the roadmap for the allocation of resources and delivery of services to the residents of Greenville. The budget objectives establish an annual framework for the goals and priorities and represent a strong reflection of the City's mission of providing high-quality services in an open, inclusive, professional manner, ensuring a community of excellence now and in the future.

General Fund Budget Overview

The following is a summary of the proposed FY 2026 General Fund budget highlights in relation to City Council's budget objectives:

High Performing, Diverse Organization

- Maintains the tax rate at 39.54¢
- > Provides for a 4.0% average wage increase for employees
- > Includes an additional increase in employer funded retirement rates
 - Rate of 16.08% for Law Enforcement Positions
 - Rate of 14.39% for Non-Law Enforcement Positions

Public Infrastructure Improvements

- Provides \$3.65 million for Streets Improvement funding
- > Provides \$4.8 million in pay-as-you-go funding for various capital project initiatives:
 - \$1.2 million in funding for Facilities Improvement projects; \$400,000 each for Recreation & Parks, Public Works, and Information Technology Departments
 - \$3.6 million in funding for the City's fleet replacement
- > Fully funds the debt service necessary to complete the BUILD Grant Project

Community Engagement, Safety & Wellness

- > Provides \$200 thousand in funding to support ADA and sidewalk expansion
- Provides \$200 thousand for Public Safety Pay to better recruit and retain Public Safety employees
- Provides for 6 new Fire/EMS employees to reduce response times and cover increased call volumes
- Provides for 8 new grant funded Police employees to reduce response times and cover increased call volumes

Proactive Economic Development

- > Includes \$500 thousand in funding for City-wide economic development partnership
- Provides \$20 thousand in funding for the City's Façade Improvement Grant Program
- > Provides \$20 thousand to Pitt Community College for workforce development initiatives

Thriving & Attractive Community

- > Includes funding for arts and entertainment through partnerships with community groups
- Provides funding for various special events, including Greenville Grooves and Juneteenth celebrations, Pirate Fest, 4th of July, and New Year's Eve celebrations
- > Provides for a 5.37% increase in funding for Sheppard Memorial Library
- Provides funding for new Greenways through the BUILD Grant Project
- Provides \$375 thousand for local CDBG and Housing initiatives

The General Fund is the City's primary government fund and accounts for 64% of the City's total operating funds depicted as follows:



GENERAL FUND REVENUES

The General Fund's primary sources of revenue consist of Property Tax, Sales Tax, Utility Franchise Tax, GUC Transfer In, and Other Revenues. Property Tax and Sales Tax revenues comprise approximately 65% of total General Fund revenue. The following chart summarizes the major revenue components included in the proposed FY 2026 General Fund revenue budget:



Property Tax Revenue

The City's property tax base consists of real property values, personal property values, motor vehicles, and public service companies. For FY 2024-25, the City of Greenville's assessed value was \$11,131,085,780. For FY 2025-26, the assessed value for the City of Greenville is estimated at approximately \$11,610,927,757. This represents an increase in value of \$479,841,977, which is a 4.31% increase over the current year. The chart below depicts the valuation growth (in billions) over the past 5 years.



The proposed FY 2026 tax rate is maintained at 39.54ϕ . The amount of projected tax collections based on the FY 2026 tax rate of 39.54ϕ is anticipated to produce total property tax revenues of \$46,665,522 or 39% of the total General Fund. The following chart summarizes the City's property tax rate over the last 10 years:



Sales Tax Revenue

Local sales tax collections have largely leveled out when compared to the significant growth experienced during the height of the pandemic years. Sales tax increases in recent years have been driven by an increase in private development within the city. For FY 2026, it is estimated that the City will collect approximately \$30.51 million, a 4.44% decrease from FY 2025. Staff will continue to monitor as the year progresses.

Utilities Franchise Tax Revenue

The Utilities Franchise Tax is a sales tax on electricity, piped natural gas, and telecommunications. The general sales tax rate is applied to the sale of both electricity and natural gas, and a percentage of the proceeds is returned to the cities and towns. Utilities Franchise Tax revenues are budgeted at \$7.49 million for FY 2026, which is an increase of 8.59% over FY 2025.

GUC Transfers In

The transfer of funds from Greenville Utilities Commission (GUC) to the City is based on a specific formula that is outlined in the GUC charter. In April 2017, the City Council approved a new methodology to administer the transfer formula. The new methodology was designed to provide a more stable and predictable annual transfer amount that would reduce the peaks and valleys associated with the amounts transferred, and mitigate any significant, negative impact on the City's budget.

For FY 2026, the GUC Transfer in is estimated at \$9.05 million compared to a budgeted amount of \$8.69 million for FY 2025.

Powell Bill

Powell Bill funds represent the distribution of certain vehicle registration fees and the state gasoline tax to local governments using a formula based on population and road miles. These State-shared revenues are restricted to street and sidewalk construction and maintenance, engineering, and traffic signal operations. Fluctuations in state population and the size and number of streets directly influence the actual Powell Bill revenues that are allocated to the City. For FY 2026, Powell Bill revenues are projected at \$2.96 million, a 23% increase compared to FY 2025.

Fund Balance Appropriated

The FY 2026 proposed budget includes \$1,250,000 for appropriated fund balance. This amount is always subject to change depending on the capital projects in any given year, unfinished projects, and open purchase orders that are carried forward into the following year.

GENERAL FUND EXPENDITURES

According to the North Carolina Local Government Budget and Fiscal Control Act, each local government must project an annual balanced budget. The proposed FY 2026 budget includes revenues and expenditures each totaling \$118,398,081, which is a 5.36% increase above the FY 2025 budget. The following chart is a breakdown by category:

	2022	2023	2024	2025	2026
EXPENSE CATEGORY	ACTUAL	ACTUAL	ACTUAL	ORIGINAL	PROPOSED
PERSONNEL	\$ 57,160,876	\$ 59,604,955	\$ 66,161,078	\$ 74,039,973	\$ 76,425,145
OPERATING	20,176,527	22,870,421	25,091,211	24,638,480	27,837,281
CAPITAL	1,479,181	1,830,169	1,628,334	1,766,440	1,740,505
TRANSFERS	14,062,474	15,014,004	15,897,229	14,324,998	14,812,325
INDIRECT COST REIMBURSEMENT	(1,350,453)	(1,350,453)	(1,350,453)	(1,950,887)	(1,950,887)
EXPENSE TOTAL	\$ 91,528,605	\$ 97,969,096	\$ 107,427,399	\$ 112,819,004	\$118,864,369



Personnel Expense

Personnel costs, inclusive of both salaries and fringe benefits, make up approximately 63% of the total General Fund budget. The FY 2026 proposed budget includes an average 4.0% wage increase for employees and an increase in the employer portion of the state retirement contribution rate.

Operating & Capital

General Fund operating expenses include both discretionary and fixed costs. Both discretionary and fixed costs are allocated down to the departmental level and are used to fund the day-to-day operations of the City. Departments have more control and influence over the level in which discretionary dollars, such as supplies or travel/training expenses, are allocated and utilized to fund the operations of the department. To the contrary, departments have minimal discretion and influence over the utilization of the fixed costs, such as utilities, computer software, or liability insurance expenses. Total operating expense for the City is \$27.8 million for FY 2026.

For FY 2026, Capital Improvements stand at \$1.7 million, consisting mainly of vehicle replacements for the current fiscal year.

Transfers

Transfers account for approximately 12% of the General Fund budget. A portion of the General Fund expenditures is transferred to other funds such as Debt Service, Sheppard Memorial Library, Transit, and Housing Fund. For FY 2026, budgeted transfers total \$14.8 million as opposed to the \$14.3 million in FY 2025.

OTHER FUNDS

Stormwater Utility Fund

The Stormwater Utility Fund is an enterprise fund established to implement the City's Stormwater Management Program. Revenues are generated through a stormwater fee to support the program efforts. FY 2026 will see the continued implementation of increased preventive maintenance on stormwater infrastructure, and further planning for increased capital project and infrastructure spending, with rate increases planned in future years for recurring capital and infrastructure spending.



The chart below is a summary of the rates since FY 2021-22:

Public Transportation Fund-Transit

Most revenues for this fund are generated by federal grant income. For FY 2026, projected grant revenues are \$3.95 million. The City plans to transfer \$775 thousand in General Fund funding to maintain transit operations. The total budgeted amount for the fund is \$4.86 million. FY 2026 will see continued bus fares for riders. The bus fares will help fund extended weekday hours and Saturday hours.

Sanitation Fund

The City provides sanitation service including garbage, recycling, and yard waste collection weekly. The Sanitation Fund is an enterprise fund and collects for the services provided. The rates charged have a proposed increase to \$19.25 per month for curbside and multi-family service provided to each household as summarized below:


The budget for FY 2026 is \$11.9 million, which is approximately 25.3% higher than FY 2025.

Housing Fund

The City receives funding from the US Department of Housing and Urban Development in the form of Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) grants to support the effort of providing decent, affordable housing within the community. The City has budgeted a transfer of \$375 thousand to the Housing Fund as a match to future federal grant revenues.

<u>Health Fund</u>

The Health Fund is an Internal Service Fund used to account for revenues and expenses associated with the provision of health and dental insurance for employees and retirees of the City and other entities that participate in the City's health and dental self-insured program (i.e. Convention and Visitors Authority, Sheppard Memorial Library, Pitt-Greenville Airport Authority, and Greenville Housing Authority). The FY 2026 budget for this fund is \$14.9 million.

Vehicle Replacement Fund

The Vehicle Replacement Fund is an Internal Service Fund used to account for revenues and expenditures associated with vehicles and other capital equipment purchased by the City's General Fund, Sanitation Fund, Stormwater Utility Fund, Fleet Fund, and Transit Fund. The FY 2026 budget for this fund totals \$3.6 million.

Key Challenges and Opportunities in the Coming Year

Stormwater Plan Continuation

In 2019, a Stormwater Financing Plan was approved, providing an opportunity to fund more than \$100 million in necessary stormwater infrastructure improvements for the next 20 years, as identified in the Watershed Master Plan. Due to the pandemic, the plan was delayed until FY 2023 and began with \$11.25 million in stormwater infrastructure enhancements. The plan provided for a \$1.00 stormwater fee (ERU) increase per year, over the next 4 years. In addition to increased capital infrastructure, the plan also provided for increased infrastructure inspections, preventive maintenance, and utility bill audits. Fiscal Year 2026 will see the City continue to invest in large capital projects to improve the City's stormwater infrastructure.

BUILD Grant

Project Construction for the City's Better Utilizing Investment to Leverage Development (BUILD) Grant Project is nearing completion. The combination of street reconstruction, greenway, sidewalk, and streetscape projects is transforming the safety, accessibility, and connectivity of Greenville's urban core, updating and enhancing connections between the Medical District, West Greenville, Uptown, and East Carolina University.

Town Common Bulkhead Project

In Fiscal Year 2025 the City completed design and awarded a construction contract for the Town Common Bulkhead Project. The Fiscal Year 2026 budget will provide additional debt service dollars to see the project through to completion. This project will replace the existing 50-year-old bulkhead that is past its service life.

Financial Conditions

Inflation continues to be an area of concern for City operations. Personnel costs has increased approximately 25% since Fiscal Year 2022 as the City has reduced vacancies and increased salaries across the board. Operational spending has increased 30% since Fiscal Year 2022, largely due to inflation on goods and services. Along with inflation, the potential impact of tariffs remains an area of concern. While the city does have strong local preference policies, the global nature of the economy prevents the City from avoiding financial impacts of broad tariffs.

Summary

At the direction of the City Council, staff prepared a budget that brings revenue and expenditure projections together. Staff continues to monitor certain legislation changes proposed in the North Carolina General Assembly, as well as the Federal Government, which could have a significant impact on the projected municipal revenues and expenses.

I would like to thank the City department heads and staff for their dedication and commitment in the preparation of this budget. I would specifically like to recognize the contributions of Deputy City Manager Ken Graves, Assistant City Manager Dene' Alexander, and the Financial Services Department's Reporting Division.

Respectfully submitted

Michael W. Cowin City Manager

ORDINANCE NO. 25-____ CITY OF GREENVILLE, NORTH CAROLINA 2025-26 GREENVILLE UTILITIES COMMISSION BUDGET ORDINANCE

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

Section I. Estimated Net Revenues and Fund Balances. It is estimated that the following non-tax revenues and fund balances will be available during the fiscal year beginning July 1, 2025, and ending June 30, 2026, to meet the subsequent expenditures, according to the following schedules:

	Revenues		<u>Budget</u>
A.	Electric Fund		
	Rates & Charges Fees & Charges Miscellaneous Interest on Investments	\$201,519,191 2,172,607 4,928,920 1,559,467	
	Total Electric Fund Revenue		\$210,180,185
В.	Water Fund		
	Rates & Charges Fees & Charges Miscellaneous Interest on Investments	\$26,569,587 983,577 100,923 331,027	
	Total Water Fund Revenue		\$27,985,114
C.	Sewer Fund		
	Rates & Charges Fees & Charges Miscellaneous Interest on Investments Transfer from Designated Reserve	\$27,372,721 723,412 117,670 331,134 625,000	
	Total Sewer Fund Revenue		\$29,169,937
D.	Gas Fund		
	Rates & Charges Fees & Charges Miscellaneous Interest on Investments	\$46,036,400 128,049 65,624 542,647	
	Total Gas Fund Revenue		\$46,772,720
	Total Revenues		\$314,107,956

Section II. Expenditures. The following amounts are hereby estimated for the Greenville Utilities Commission to be expended for managing, operating, improving, maintaining, and extending electric, water, sewer and gas utilities during the fiscal year beginning July 1, 2025, and ending on June 30, 2026, according to the following schedules:

Expenditures		<u>Budget</u>
Electric Fund	\$210,180,185	
Water Fund	27,985,114	
Sewer Fund	29,169,937	
Gas Fund	46,772,720	
Total Expenditures		\$314,107,956

Section III. Capital Improvements. The following Capital Improvements anticipated revenues and project appropriations as listed below in this section are hereby adopted in the fiscal year beginning July 1, 2025.

(a) It is estimated that the following non-tax revenues and long-term debt proceeds will be available to fund capital project expenditures that will begin in the fiscal year beginning July 1, 2025.

Capital Projects Revenues		<u>Budget</u>
Electric Fund - Capital Projects Fund Balance	\$32,920,000	
Electric Fund - Long-Term Debt Proceeds	18,000,000	
Water Fund - Capital Projects Fund Balance	3,880,000	
Water Fund - Long-Term Debt Proceeds	5,625,000	
Sewer Fund - Capital Projects Fund Balance	300,000	
Sewer Fund - Long-Term Debt Proceeds	100,000	
Gas Fund - Capital Projects Fund Balance	2,850,000	
Gas Fund - Long-Term Debt Proceeds	-	

Total Revenues

(b) The following amounts are hereby appropriated for capital projects that will begin during the fiscal year beginning July 1, 2025.

Capital Projects Expenditures		<u>Budget</u>
FCP10265 Operations Renovations	\$2,000,000	
MCP10267 Advanced Metering Infrastructure	49,000,000	
ECP10282 Distribution Substation Transformer Replacements	6,000,000	
WCP10053 NCDOT Evans Street	125,000	
WCP10054 NCDOT Dickinson Avenue Water Improvements	250,000	
WCP10055 WTP Filter Improvements	5,500,000	
SCP10255 NCDOT Evans Street	100,000	
GCP10128 Integrity Management Replacement Project Phase III	700,000	
Total Capital Projects Expenditures		\$63,675,000

Section IV: Amendments.

(a) Pursuant to General Statutes 159-15, this budget may be amended by submission of proposed changes to the City Council.

(b) Notwithstanding Subsection (a) above, the General Manager/CEO of Greenville Utilities Commission is authorized to transfer funds from one appropriation to another in an amount not to exceed \$100,000. Any such transfers shall be reported to the Greenville Utilities Commission and the City Council at their next regular meeting and shall be entered in the minutes.

(c) In case of emergency which threatens the lives, health, or safety of the public, the General Manager/CEO may authorize expenditures in an amount necessary to meet the emergency so long as such amount does not exceed the amount in contingency accounts and the expenditure is reported to the Greenville Utilities Commission as soon as possible, and appropriate budget amendments are submitted to the City Council, if necessary, at its next regular meeting.

(d) Capital Projects listed in section III may be amended on an individual project basis.

Section V: Appropriation. The capital project revenue and expenditure authorizations shall extend from year to year until each project is completed.

<u>Section VI: Distribution</u>. Copies of this ordinance shall be furnished to the General Manager/CEO and the Chief Financial Officer of the Greenville Utilities Commission, and the Director of Financial Services of the City of Greenville to be kept on file by them for their direction in the disbursement of funds.

Adopted this the 12th day of June, 2025.

Attest:

P. J. Connelly, Mayor

Valerie Shiuwegar, City Clerk

\$63.675.000

RESOLUTION NO. 25-__ RESOLUTION DECLARING THE INTENTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE TO REIMBURSE THE GREENVILLE UTILITIES COMMISSION, OF THE CITY OF GREENVILLE, NORTH CAROLINA, A BODY POLITIC DULY CHARTERED BY THE STATE OF NORTH CAROLINA, FROM THE PROCEEDS OF ONE OR MORE FINANCING(S) FOR CERTAIN EXPENDITURES MADE AND TO BE MADE IN CONNECTION WITH THE ACQUISITION AND CONSTRUCTION OF CERTAIN IMPROVEMENTS

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

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

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

WHEREAS, the Additional Improvements consist of light and heavy vehicles (including certain bucket and utility trucks and trailers) and other related equipment; and

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

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

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

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

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

<u>Section 3</u>. The principal amount of the Debt estimated to be issued to reimburse the Commission for Expenditures for the Additional Improvements is estimated to be not more than \$4,103,900.

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

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

<u>Section 6</u>. The resolution shall take effect immediately upon its passage.

Adopted this the 12th day of June, 2025.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar

City Clerk

Upon motion of Council member	, seconded by Council member
, the foregoing resolu	tion was adopted by the following vote:
Aves:	

Noes: _____

* * * * * *

I, Valerie Shiuwegar, City Clerk of the City of Greenville, North Carolina DO HEREBY CERTIFY that the foregoing is a true copy of such much of the proceedings of the City Council of said City at a regular meeting held on June 12, 2025 as it relates in any way to the passage of the foregoing resolution and that said proceedings are recorded in the minutes of said Council.

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

WITNESS my hand and the official seal of said City, this 12th day of June, 2025.

City Clerk

[SEAL]

RESOLUTION NO. 25-__ RESOLUTION DECLARING THE INTENTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE TO REIMBURSE THE GREENVILLE UTILITIES COMMISSION, OF THE CITY OF GREENVILLE, NORTH CAROLINA, A BODY POLITIC DULY CHARTERED BY THE STATE OF NORTH CAROLINA, FROM THE PROCEEDS OF ONE OR MORE FINANCING(S) FOR CERTAIN EXPENDITURES MADE AND TO BE MADE IN CONNECTION WITH THE ACQUISITION AND CONSTRUCTION OF CERTAIN IMPROVEMENTS

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

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

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

WHEREAS, the Additional Improvements consist of facility renovations, advanced metering infrastructure, transformer replacements, water treatment plant filter improvements, NCDOT projects, and gas pipe replacements; and

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

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

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

<u>Section 2</u>. Each Expenditure was or will be either (a) of a type chargeable to capital account under general federal income tax principles (determined as of the date of the Expenditures), (b) the cost of issuance with respect to the Debt, (c) a non-recurring item that is not customarily payable from current revenues of the Combined Enterprise System, or (d) a grant to a

party that is not related to or an agent of the Commission or City so long as such grant does not impose any obligation or condition (directly or indirectly) to repay any amount to or for the benefit of the Commission or City.

<u>Section 3</u>. The principal amount of the Debt estimated to be issued to reimburse the Commission for Expenditures for the Additional Improvements is estimated to be not more than \$63,675,000.

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

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

<u>Section 6</u>. The resolution shall take effect immediately upon its passage.

Adopted this the 12th day of June, 2025.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar

City Clerk

Upon motion of Council member, seconded by Council member, seconded by the following vote:		
Ayes:		
Noes:		

* * * * * *

I, Valerie Shiuwegar, City Clerk of the City of Greenville, North Carolina DO HEREBY CERTIFY that the foregoing is a true copy of such much of the proceedings of the City Council of said City at a regular meeting held on June 12, 2025 as it relates in any way to the passage of the foregoing resolution and that said proceedings are recorded in the minutes of said Council.

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

WITNESS my hand and the official seal of said City, this 12th day of June, 2025.

City Clerk

[SEAL]



Find yourself in good company®

CITY OF GREENVILLE MANUAL OF FEES

July 1, 2025

Document Number 1203973 v1

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INTRODUCTION

The Manual of Fees represents the compilation into one document of the fees and charges established by the City Council. Annually, the Manual of Fees is reviewed in its entirety and edited with any changes that may be made by City Council during the budget process.

Revisions may be made in this Manual as fees and charges are subsequently amended, established, or altered by City Council. Once City Council approves an amendment, it is the department head's responsibility to notify the Financial Services Director of the change.

The Manual of Fees was first printed on March 12, 1981. The Manual of Fees was repealed by the City Council and a new Manual of Fees was adopted on June 9, 1983 by Ordinance 1280.

ADMINISTRATIVE FEES

Electronic Notarization under G.S. 10B-188

Service

Beer & Wine Privilege License (valid May 1-April 30) **Beer On Premises** \$15.00 annually **Beer Off Premises** \$10.00 annually Unfortified Wine On Premises \$15.00 annually Unfortified Wine Off Premises \$10.00 annually Fortified Wine On Premises \$15.00 annually Fortified Wine Off Premises \$10.00 annually **Mixed Beverages** No Charge Failure to Pay Required Beer & Wine Privilege License Tax 10% penalty (Operating without current Beer & Wine License/s) 5% of applicable license fees if renewed Late Fee for Renewing Annual License After April 30 during the Month of May 10% of applicable license fees if renewed during the Month of June 15% of applicable license fees if renewed during the Month of July 20% of applicable license fees if renewed during the Month of August 25% of applicable license fees if renewed on September 1 or later ABC Permit Holder - Business Name Change Only* \$10.00 *New ABC permit application and beer & wine license application are required when any other changes are requested Citizen Self Service - Credit Card Convenience Fee \$1.50 per transaction Copies Any Information Not Specifically Listed \$0.25/page for each page over 7 pages Requiring Research of Council, Board, or \$2.00/page for each page over 7 pages Commission Minutes 20 Years and Older Video Copy Fee \$15.00 Video Mailing Fee (to Cover Postage & Envelope) \$3.00 Motor Vehicle Fee \$30.00 Notary Service 1 Signature \$10.00 2 Signatures \$20.00 **3** Signatures \$30.00 Acknowledgments, jurats, verifications, or proofs \$10 per principal signature Oaths or affirmations without a signature (except for the \$10 per person identity of a principal or subscribing witness

Fee

ADMINISTRATIVE FEES

Service	Fee
Remote Online Notary fee	\$25 per principal signature
Public Record Requests	\$5.00 per CD or DVD
	\$50.00 per 64GB Flash Drive
	\$25.00 per 32GB Flash Drive
	\$15.00 per 16GB Flash Drive
	\$3.00 Mailing Fee
Release of Custodial Law Enforcement Agency Recordings [N.C.G.S. § 132-1.4A(I)]	Same Fees as Public Records Requests
Rental of Council Chambers (3-hour minimum)	Actual Staff Cost (\$150.00 Minimum)
Technology Surcharge on All Permits for Planning,	
Fire/Rescue, Inspections and Engineering (Unless Otherwise Specified)	\$10.00 where indicated
Technology fees are nonrefundable unless payment is made	
incorrectly or the request/application is withdrawn prior to	
any review.	
Returned Check Fee	\$25.00

ANIMAL PROTECTIVE SERVICES FEES

Service	Fee
Animal Protective Services Civil Penalties	
Animal Noise	\$100.00/1st Offense
	\$250.00/2nd Offense
	\$500.00/3rd Offense
Public Nuisance	\$100.00/1st Offense
	\$250.00/2nd Offense
	\$500.00/3rd Offense
Cruelty to Animals	\$100.00/1st Offense
	\$250.00/2nd Offense
	\$500.00/3rd Offense
Failure to Acquire Rabies Vaccination	\$100.00/1st Offense
1	\$250.00/2nd Offense
	\$500.00/3rd Offense
Lack of Restraint by Chain or Leash (Leash Law Violation)	\$100.00/1st Offense
	\$250.00/2nd Offense
	\$500.00/3rd Offense
Un-kept Kennels or Pens	\$100.00/1st Offense
	\$250.00/2nd Offense
	\$500.00/3rd Offense
All Other Sections	\$100.00/1st Offense
	\$250.00/2nd Offense
	\$500.00/3rd Offense
Administrative Fee	\$5.00 per Rabies Vaccination
Exotic Animal Fees	
Circus, Exhibitions, Shows	\$250.00
Pet Store Permit	\$150.00
Individual Permit	\$75.00

CEMETERY FEES

Service

Fee

Grave/Crypt Opening & Closing - Weekday	\$1,000.00
Grave/Crypt Opening & Closing - Weekend	\$1,250.00
Grave/Crypt Opening & Closing - Holiday	\$1,500.00
Cremation Niche Opening & Closing - Weekday	\$470.00
Cremation Niche Opening & Closing - Weekend	\$600.00
Cremation Niche Opening & Closing - Holiday	\$750.00
Wait Time Per Hour	\$165.00
Crypt/Mausoleum Installation Permit	\$200.00
Monument Permit **	\$165.00
Certification of Cemetery Lot	\$50.00
Trading or Resale of Cemetery Lot	\$100.00
Copy of Lot Ownership When Original Deed Is Lost	\$50.00
Disinterment of Vault (Only performed M-F 8 am-3 pm)	\$1,750.00
Disinterment of Urn (Only performed M-F 8 am-3 pm)	\$900.00
	1

**A permit for a government-issued Veteran's marker is required with a completed Form 40-1330 to be provided to the Public Works Department. Fees for Veterans' markers and uprights will be waived.

***Operational hours are from 8am - 4pm. Opening/Closing after 4pm, add \$165.00 per additional hour. Wait time will be billed at the rate of \$165.00 per additional hour when the funeral director does not comply with the arrival time on the Cemetery Service Request Form.

**Burial and/or interment services shall not be held on the following City holidays – New Year's Day, Easter Sunday, Thanksgiving Day, Christmas Eve and Christmas Day. Per the City Holiday Schedule.

Sale of Cemetery Spaces	City Resident	Non Resident
Single Grave Lot	\$1,000.00	\$1,325.00
Inside Mausoleum Space	\$5,500.00	\$5,750.00
Outside Mausoleum Space	\$2,750.00	\$2,975.00
Outside Cremation Niche Space	\$1,925.00	\$2,150.00
Hillside West Mausoleum Space	\$2,000.00	\$2,200.00

Grave lots are no longer available in Brown Hill/Cooper's Field, Cherry Hill and Greenwood Cemeteries.

***Late arrival 30 minutes past the arrival time listed on the Cemetery Service Request Form will be charged \$165.00.

PLEASE NOTE: Only steel and/or concrete grave liners/vaults approved by City staff are to be used for burial. (See Cemetery Service Request Form)

Undersized grave is 3 feet or less (See Cemetery Service Request Form)

CODE ENFORCEMENT FEES

Specific Offenses	Fee	
Closing or Securing Vacated and Closed Buildings or Structures and Dwellings		
1st Offense	\$100.00	
2nd Offense in Calendar Year	\$250.00	
3rd Offense in Calendar Year	\$500.00	
Each Subsequent Offense After the Third Offense	\$500.00	
Minimum Housing Code		
1st Offense	\$100.00	
2nd Offense in Calendar Year	\$250.00	
3rd Offense in Calendar Year	\$500.00	
Each Subsequent Offense After the Third Offense	\$500.00	
Weeds, Vegetation and Other Public Health Nuisances		
1st Offense	\$100.00 + Administrative Fee	
2nd Offense in Calendar Year	\$250.00 + Administrative Fee	
3rd Offense in Calendar Year	\$500.00 + Administrative Fee	
Each Subsequent Offense after the Third Offense	\$500.00 + Administrative Fee	
Administrative Fee	\$50.00	
Administrative Filing Fee for Grass Liens	\$10.00	
Parking on Unimproved Surfaces	\$25.00 per day	

ENGINEERING FEES

Service	Fee
Land Disturbance Permit	No Fee
$\mathbf{C}_{1} = \mathbf{C}_{1} = $	\$600.00 per street plus \$100/each additional
Street Closings (Right-of-Way Abandonments)	street or portion thereof
Right-of-Way Encroachment Agreements	\$500.00*
*No fee when the City of Greenville provides funding for require an encroachment agreement through the Neighbor	1 1
Driveway (Single-Family and Duplex)	\$30.00
Driveway (Multi-Family and Commercial)	\$45.00 for 1st + \$20.00 each additional
CCTV Re-mobilization Fee	\$200.00
Re-Inspection	\$75.00 for 1st + \$125.00 each additional
After Hours Inspection Fee	\$100.00 per hr with 2 hr minimum
Erosion Control Plan Review Fee	\$100 per acre (or any portion there of)
CDL Skills Test Fee for Non-Employees	\$150 Third Party Tester
Payment in Lieu of Attenuation	\$2,500 per CFS* Increase
rates for the highest storm event	
Color CAD/GIS Maps	
City Map (1" = 1000')	\$30.00
City Map (1" = 1500')	\$25.00
$C_{ity} M_{op} (1 = 2000)$	φ23.00
City Map (1" = 2000')	
GIS (8 1/2" x 11")	\$20.00
GIS (8 1/2" x 11") GIS (11" x 17")	\$20.00 \$5.00 \$17.00
GIS (8 1/2" x 11") GIS (11" x 17") GIS (30" x 42")	\$20.00 \$5.00 \$17.00 \$30.00
GIS (8 1/2" x 11") GIS (11" x 17")	\$20.00 \$5.00 \$17.00 \$30.00
GIS (8 1/2" x 11") GIS (11" x 17") GIS (30" x 42") Special Map Requests	\$20.00 \$5.00 \$17.00 \$30.00
GIS (8 1/2" x 11") GIS (11" x 17") GIS (30" x 42") Special Map Requests	\$23.00 \$20.00 \$5.00 \$17.00 \$30.00 \$20.00 \$10.00
GIS (8 1/2" x 11") GIS (11" x 17") GIS (30" x 42") Special Map Requests Blueprint/Photocopy	\$20.00 \$5.00 \$17.00 \$30.00 \$20.00 \$10.00
GIS (8 1/2" x 11") GIS (11" x 17") GIS (30" x 42") Special Map Requests Blueprint/Photocopy Planimetric (1" = 100')	\$20.00 \$5.00 \$17.00 \$30.00 \$20.00
GIS (8 1/2" x 11") GIS (11" x 17") GIS (30" x 42") Special Map Requests Blueprint/Photocopy Planimetric (1" = 100') Topos (1" = 100')	\$20.00 \$5.00 \$17.00 \$30.00 \$20.00 \$10.00 \$10.00

ENGINEERING FEES

Service	Fee
Printing/Miscellaneous Photocopies	
Bond (20" x 24") Small	\$3.00
Vellum (20" x 24") Small	\$4.00
Film Mylar (20" x 24") Small	\$8.00
Bond (24" x 36") Medium	\$4.00
Vellum (24" x 36") Medium	\$5.00
Film Mylar (24" x 36") Medium	\$10.00
Bond (30" x 42") Large	\$5.00
Vellum (30" x 42") Large	\$8.00
Film mylar (30" x 42") Large	\$15.00
Small Photocopies (8 ¹ / ₂ " x 11", 8 ¹ / ₂ " x 14")	\$0.25/page over 7 pages; \$2.00 minimum
Photocopies (11" x 17")	\$1.00
Shipping	\$3.00
Traffic Engineering	
Handicapped Signs	\$18.00
Maximum Penalty Signs	\$8.00
Maximum Penalty Stickers	\$3.00
Van Accessible Signs	\$8.00
Barricade Delineator (Left or Right)	\$13.00
Street Name Sign – 9" Black (Double Sided)	\$50.00
No Parking-Fire Lane Sign	\$18.00
Community Watch Sign	\$20.00
11' Channel Posts	\$23.00
12' Channel Posts	\$26.00
14' Channel Posts	\$38.00
10' Aluminum Pole	\$36.00
Hardware (1 set)	\$15.00
Sign Installation	\$25.00
Additional Sign Installation in same subdivision	\$15.00
Technology Fee	See administrative fees – pages 2-3

EQUIPMENT RENTAL RATES – Equipment rates have been established by the Department of Homeland Security Federal Emergency Management Agency (FEMA). Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act and are applicable to major disasters and emergencies declared by the president.

FIRE/RESCUE FEES

Service	Fee
Tank Extraction Permit	\$125.00/tank
Tank Installation Permit	\$150.00/tank
Re-piping Permit	\$75.00
Tank Abandonment	\$75.00/tank
Follow-up Tank Inspection	\$75.00
Burn Permit: Open Burning except that there shall be no fee for flag	
retirement ceremony when conducted by a nonprofit veterans	\$75.00
organization	
Permits: Fair/Carnival, Tents, Explosives, Pyrotechnics,	\$75.00
Fumigate/Fogging, Exhibits, Trade Shows	\$75.00
Permits: Mall Displays, Private Fire Hydrant	\$75.00
EMS Basic Transport Fee:	
BLS (Basic Life Support Non Emergency) (A0428)	\$350.77
BLSE (Basic Life Support Emergency) (A0429)	\$561.22
ALS (Advanced Life Support) (A0426)	\$420.91
ALSE (Advanced Life Support Emergency) (A0427)	\$666.46
ALS 2 (A0433)	\$964.60
Oxygen Delivery	\$30.00
No Transport/Treatment Fee	\$200.00
Ground Mileage, Per Statute Mile (A0425)	\$11.90
EMS Dedicated Standby	
Unit & Crew	\$150.00/hr.
	\$40.00/hr. FF/EMT
Crew Only	\$45.00/hr. Supervisor/PIC
	(+\$5.00 Admin. Fee/hr. per provider)
ETJ Business Inspections (Except for Those Under Fire Protection Con	tracts (Initial Inspection).
Minimum	\$100.00
Hourly	\$40.00
State Degrined Ingrestion for Light	
State-Required Inspection for Licenses:	\$100 00/1111
In City Limits	\$100.00/per building
In ETJ	\$150.00/per building
Expedited Inspection	\$1,000 per hr. + permit
Other Inspections: Operational permits, Pyrotechnics, Trade Shows,	\$60.00 per hr. (Minimum 3 hours)
Carnivals, etc.	

FIRE/RESCUE FEES

Service

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Fee
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Special Requested Business Inspection	
In City Limits	\$100.00
In ETJ	\$150.00
Special Requested Business Inspection with plan reviews	
In City Limits	\$100.00/per system
In ETJ	\$150.00/per system
Fire Alarm Business Inspection with plan reviews	
In City Limits	*\$0.016/per sq ft.
In ETJ	*\$0.016/per sq ft.
	*\$100 minimum
Sprinkler Review and Field Test	
In City Limits	*\$0.016/per sq ft.
In ETJ	*\$0.016/per sq ft.
	*\$100 minimum
Sprinkler Review and Field Test Follow up (Re-inspection)	
In City Limits	\$50.00
In ETJ	\$65.00
City Code Violation	\$50.00
Life Safety Violation	
1st Offense	\$100.00
2nd Offense	\$250.00
3rd Offense	\$500.00
Fire Inspection Follow-Up (Re-Inspections)	\$50.00
ABC Application Required Inspection	\$50.00
ABC Application Re-inspection Fee	\$50.00 each visit
Technology Fee	See administrative fees – pages 2-3

<u>Fire Protection Service:</u> The following formula is hereby established for determining the extraterritorial fire protection fee each fiscal year: Total property value divided by 100 multiplied by 10% equals the billed amount. In no event shall the annual cost of service under this agreement exceed the sum of \$50,000.

FLEET FEES

Service	Fee

Emerald Express Trolley Rental (Per Hour)	\$225.00 per hour
Cut Away Rental (Per Hour)	\$225.00 per hour

INFORMATION TECHNOLOGY FEES

Service

Digital GIS - Commercial User	
GIS Data Request (Digital Delivery)	\$0.00
Service Charge for Research Labor	\$75.00
(No charge if less than one hour of research)	
Printed Maps from the IT Department	
Small (up to 11" x 17")	\$20.00
Medium (up to 22" x 34")	\$25.00
Large (up to 34" x 44")	\$35.00
Custom Map & Analytics	\$75.00 per hour

Fee

INSPECTIONS FEES

Service

Square Footage Costs of Construction	
Type Construction	Rate: \$/Sq. Ft.
<u>Commercial</u>	
General	\$125.00
Multi-Family (Apartments, Townhouses, Condos)	\$125.00
Shell (Exterior Walls, Roof, Floor Slab or Some Combination	\$75.00
Thereof)	\$75.00
Addition	\$125.00
Commercial Alterations	\$100.00
Residential	
Single-Family and/or Duplex	\$125.00
Addition	\$100.00
Storage Building	\$75.00

Fee

Example: (Actual Square Footage) x (Square Footage Cost) = Computed Construction Cost; 1,970 square feet x \$125.00 per square foot = \$246,250

Building Permit Fees

Service: Single-family, multi-family, multi-family additions, multi-family alterations, commercial, commercial additions, commercial alterations, industry, industry additions, industry alterations, church, hotel/motel and roofing.

Service: New duplex, duplex additions, duplex alterations, residential additions, residential alterations, new storage additions, storage alterations, new garage/carports, garage/carport additions, garage/carport alterations, swimming pools, and signs.

Computed Costs of Construction	
\$100 to \$50,000	\$175.00
\$50,001 to \$75,000	\$245.00
\$75,001 to \$100,000	\$325.00
\$100,001 & over	\$325.00 + \$3.25/\$1,000 over \$100,000

Example: Computed Cost = \$120,000; *Permit Fee* = \$300 *plus* \$3.25 *x* 20 = \$390.00

INSPECTIONS FEES

Service

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Fee
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Other Permit Fees	
Change of Occupancy Review	\$75.00/unit
Day Care Inspection	\$100.00/unit
Demolition	\$100.00
Driveway (single family and duplex)	\$30.00
Driveway (multi-family and commercial)	\$45.00
	For 1 st , plus \$20.00 each additional
Group Home Inspection	\$100.00/unit
House Moving	\$125.00
Insulation (insulation work only)	\$75.00
Lawn Irrigation existing property	\$100.00
Lawn Irrigation w/ new construction	\$6.00 per fixture w/ minimum of \$100.00
Mechanical (per unit) up to 5 tons	\$125.00
Mechanical (per unit) over 5 tons	\$250.00
Mobile Home	\$125.00
Occupant Load Card	\$75.00 to calculate
Off Six Months - Electrical or Gas	\$80.00
Plumbing (per fixture)	\$15.00 each w/ minimum of \$75.00
Refrigeration, Installation & Repair	\$50.00 each w/ minimum of \$100.00
Sewer, septic tank, gas, and water	\$75.00
Sprinkler Systems (1 & 2 Family Structures)	\$100.00
Tent	\$40.00
Temporary CO	\$75.00
Commercial Stocking CO	\$120.00
Residential Above-ground Swimming Pool	\$150.00
Residential In-ground Swimming Pool	\$300.00
Electrical Permits	
Commercial	
General	
Hospitals, Hotel/Motel, Business Occupancies, Industrial, &	\$.10/sq. ft. for 1st 6,000 sq. ft. plus \$.08/sq.
Manufacturing (Service Equipment Included)	ft. over 6,000 sq. ft. each floor
Commercial Storage and Warehouse, Farm Buildings (Up to 75 outlets) (Service Equipment Included)	\$.55 per amp or \$175 minimum
Swimming Pool Other Electric Permits	\$150.00

INSPECTIONS FEES

Sar	
Ser	vice

Fee

Service	
Residential	
General	
Single-Family, Duplex, Multi-Family	
(Apts.,Townhomes, and Condominiums)	\$.12/sq. ft. each floor
(Service Equipment Included)	
Example: (Actual Square Footage) x (Square Footage	
Cost) = Permit Fee; 1970 Square Feet x \$.12 Square	
Feet = \$236.40 Actual Permit Cost	
Mobile Homes/Office Trailer Services	\$125.00
Additional/Change of Electrical Service	\$.55 per amp or \$75 minimum
Temporary Construction Service	\$75.00
Signs (electrical)	\$75.00
Pole Service	\$75.00
Electrical Swimming Pool	\$100.00
Mobile Home Park Pedestal	\$125.00
Minimum: Up to 20 Outlets (Storage Buildings,	\$75.00
Minimum: Up to 20 Outlets (Storage Buildings, Additions, Additional Circuits, Dryers, HVAC, etc.)	\$75.00
Additions, Additional Circuits, Dryers, HVAC, etc.)	ge rate.
Additions, Additional Circuits, Dryers, HVAC, etc.) NOTE: Over 20 outlets use appropriate square foota NOTE: Service Fees below apply to all Inspections D	ge rate. ivision Fee areas:
Additions, Additional Circuits, Dryers, HVAC, etc.) NOTE: Over 20 outlets use appropriate square foota NOTE: Service Fees below apply to all Inspections D Application Fee	ge rate. ivision Fee areas: \$10.00
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Additions, Additional Circuits, Dryers, HVAC, etc.) NOTE: Over 20 outlets use appropriate square foota NOTE: Service Fees below apply to all Inspections D Application Fee After Hours Inspection Fee Penalty Fee (Minimum)	ge rate. vivision Fee areas: \$10.00 \$100.00 per hr. w/ 2 hr. minimum \$250.00
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Additions, Additional Circuits, Dryers, HVAC, etc.) NOTE: Over 20 outlets use appropriate square foota NOTE: Service Fees below apply to all Inspections D Application Fee After Hours Inspection Fee Penalty Fee (Minimum) Penalty Fee (second offence within 12 months) Plan Review Fee (small) 100 to 3,000 sq. ft.	ge rate. ivision Fee areas: \$10.00 \$100.00 per hr. w/ 2 hr. minimum \$250.00 \$500.00 \$125.00
Additions, Additional Circuits, Dryers, HVAC, etc.) NOTE: Over 20 outlets use appropriate square foota NOTE: Service Fees below apply to all Inspections D Application Fee After Hours Inspection Fee Penalty Fee (Minimum) Penalty Fee (second offence within 12 months) Plan Review Fee (small) 100 to 3,000 sq. ft. Plan Review Fee (medium) 3,001 to 25,000 sq. ft.	ge rate. ivision Fee areas: \$10.00 \$100.00 per hr. w/ 2 hr. minimum \$250.00 \$500.00 \$125.00 \$250.00
Additions, Additional Circuits, Dryers, HVAC, etc.) NOTE: Over 20 outlets use appropriate square foota NOTE: Service Fees below apply to all Inspections D Application Fee After Hours Inspection Fee Penalty Fee (Minimum) Penalty Fee (second offence within 12 months) Plan Review Fee (small) 100 to 3,000 sq. ft. Plan Review Fee (medium) 3,001 to 25,000 sq. ft. Plan Review Fee (large) over 25,000 sq. ft.	ge rate. ivision Fee areas: \$10.00 \$100.00 per hr. w/ 2 hr. minimum \$250.00 \$500.00 \$125.00 \$250.00 \$250.00
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Additions, Additional Circuits, Dryers, HVAC, etc.) NOTE: Over 20 outlets use appropriate square foota NOTE: Service Fees below apply to all Inspections D Application Fee After Hours Inspection Fee Penalty Fee (Minimum) Penalty Fee (second offence within 12 months) Plan Review Fee (small) 100 to 3,000 sq. ft. Plan Review Fee (medium) 3,001 to 25,000 sq. ft. Plan Review Fee (large) over 25,000 sq. ft. Re-inspection Temporary Utility Permit Miscellaneous Fee	ge rate. ivision Fee areas: \$100.00 per hr. w/ 2 hr. minimum \$250.00 \$500.00 \$125.00 \$250.00 \$250.00 \$250.00 \$75.00 for 1st time, \$125.00 each time after \$75.00 \$75.00
Additions, Additional Circuits, Dryers, HVAC, etc.) NOTE: Over 20 outlets use appropriate square foota NOTE: Service Fees below apply to all Inspections D Application Fee After Hours Inspection Fee Penalty Fee (Minimum) Penalty Fee (second offence within 12 months) Plan Review Fee (small) 100 to 3,000 sq. ft. Plan Review Fee (medium) 3,001 to 25,000 sq. ft. Plan Review Fee (large) over 25,000 sq. ft. Re-inspection Temporary Utility Permit Miscellaneous Fee ABC Application Required Inspection	ge rate. ivision Fee areas: \$100.00 per hr. w/ 2 hr. minimum \$250.00 \$500.00 \$125.00 \$250.00 \$250.00 \$75.00 for 1st time, \$125.00 each time after \$75.00 \$75.00 \$75.00 \$75.00 \$75.00 \$75.00
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Additions, Additional Circuits, Dryers, HVAC, etc.) NOTE: Over 20 outlets use appropriate square foota NOTE: Service Fees below apply to all Inspections D Application Fee After Hours Inspection Fee Penalty Fee (Minimum) Penalty Fee (second offence within 12 months) Plan Review Fee (small) 100 to 3,000 sq. ft. Plan Review Fee (medium) 3,001 to 25,000 sq. ft. Plan Review Fee (large) over 25,000 sq. ft. Re-inspection Temporary Utility Permit Miscellaneous Fee ABC Application Required Inspection	<u> </u>

Technology fee does not apply to the following: Demolition Permit Driveway Sub Permit Electrical Sub Permit for Mechanical Change Out Electrical Sub Permit for Water Heater Change Out Gas Sub Permit for Mechanical Change Out Gas Sub Permit for Water Heater Change Out House Moving Permit Temporary Pole Permit Temporary Utilities Electric Permit Temporary Utilities Gas Permit Utility Reconnect Electric Permit Utility Reconnect Gas Permit

PARKING FEES

Service	Fee		
Leased Parking			
Monthly Rates:			
Single Space in Paved Lot	According to Lease Agreement		
Single Space in Unpaved Lot	According to Lease Agreement		
Contractor (Maximum 4 Spaces/Month)	According to Lease Agreement		
Downtown Employee/Employer Unreserved Permit	\$24.00 Monthly		
Courthouse Lot (Space increases by \$2.00 per year)	\$74.00 per month/per space		
Permit Barcode Replacement	\$14.00 (Increase by \$2.00 per year)		
Parking Fees			
Parking Deck	Two Hours Free; \$0.80 per hour after second No maximum; 24 Hour Enforcement (Paid by Credit Card Only)		
Downtown Employee / Employer Permit	\$24.00 Per Month (Increase by \$2.00 per year)		
Downtown Residential Reserved	\$74.00 Per Month (Increase by \$2.00 per year)		
Downtown Residential Unreserved	\$54.00 Per Month (Increase by \$2.00 per year)		
Downtown On-Street Parking	Two Hours Free; After two hours, the vehicle must be moved (to another surface lot if remaining downtown).		
Surface Lots	Two Hours Free; After two hours, the vehicle must be moved (to another surface lot if remaining downtown)		
Hooker Lot	Operated by Evans Street Properties, LLC		
Greene Street Lot, Bonner Lane, Clark & Atlantic Street Lot	City of Greenville Employee-Only parking		
4th Street Badges - Replacement (Employee, Employer, and Resident	\$25.00		
Lot Operated by University Edge/Dickenson Loft	According to the Lease Agreement and can increase by 200% annually		
Parking Deck - All Day *Increase by \$0.05 cent per year	\$18.00		
Lost Ticket Fee	\$20.00		
Controlled Residential Parking Permit	\$14.00 per decal/per fiscal year (Increase by \$2.00 per year)		
Online application convenience fee	\$2.50		
Duplicate Residential Parking Permit Decals	\$14.00 (Increase by \$2.00 per year)		
Towing & Wrecker Fees			
Towing Administrative Fee	\$30.00		
Tow Operator Annual Facility Inspection	\$25.00		
Wrecker/Vehicle Annual Inspection	\$20.00		

PARKING PENALTIES

Service

If Paid After 30 Days

Overtime Parking Uptown If Paid Within 10 Calendar Days - Second Offense \$10.00 If Paid Within 10 Calendar Days - Third Offense (and thereafter) \$20.00 If Paid Between the 11th Calendar Day After Issuance and the 30th Day \$25.00 If Paid After 30 Days \$40.00 **Overtime Parking Residential & All Areas Not Otherwise Designated** If Paid Within 10 Calendar Days \$50.00 If Paid Between the 11th Calendar Day After Issuance and the 30th Day \$65.00 If Paid After 30 Days \$80.00 **Illegal Parking Uptown** If Paid Within 10 Calendar Days \$15.00 If Paid Between the 11th Calendar Day After Issuance and the 30th Day \$20.00 If Paid After 30 Days \$25.00 Illegal Parking Residential & All Areas Not Otherwise Designated If Paid Within 10 Calendar Days \$50.00 If Paid Between the 11th Calendar Day After Issuance and the 30th Day \$65.00 If Paid After 30 Days \$80.00 Parking in a Fire Lane If Paid Within 10 Calendar Days \$50.00 If Paid Between the 11th Calendar Day After Issuance and the 30th Day \$65.00

\$80.00

Fee

PARKING PENALTIES

Service

Designated Handicap Spaces	
If Paid Within 10 Calendar Days	\$100.00
If Paid Between the 11th Calendar Day After Issuance and the 30th Day	\$150.00
If Paid After 30 Days	\$200.00
If Paid After 60 Days	\$250.00
Parking on Unimproved Surface (residential)	\$25.00 per occurrence
Penalties for Violation of Traffic Regulations	
All Violations of Articles D through K of Title 10, Chapter 2 of Ordinance #00- 111, Unless Otherwise Specified	\$50.00
4th Street Parking Deck	
Tailgating (entry/exit behind another vehicle without paying)	\$200
Damage to Gate Arms	\$350
Replacement of Gate Arm(s)	Replacement Costs

Fee

PLANNING FEES

Fee
ning Compliance Review \$50.00
\$550 base fee \$50 per acre or additional major fraction thereof Min \$600
Minor Subdivisions) \$440 base fee plus \$50 per acre or additional major fraction thereof Min \$490
\$650 base fee plus \$50 per acre or additional major fraction thereof Min \$700
 \$385 flat fee for residential related special use permits included under Sec 9-4-78 (f)(2) & (3); \$50 flat fee for an appeal of an administrative decision to issue a citation for parking on an unimproved surface as a violation of a parking area surface material requirement as set forth in Section 9-4-248 (a): All other cases \$500 flat fee; refund of Appeals of Administrative Decisions or Interpretation case fee where the Board of Adjustment finds in favor of the applicant
Renewal Case \$275.00
enewals for Public or Private Clubs r Pool Halls in any Zoning District
\$545 base fee plus \$50 per acre or additional major fraction thereof Min \$595
1st Inspection: \$110 base fee plus \$25 per acre or additional major fraction thereof (\$130 minimum) not to exceed \$500; Each additional inspection, \$75 flat fee

PLANNING FEES

Service	Fee
Preliminary Plat - Minor Alterations	\$363.00 Flat Fee
Final Plat - Minor Alterations	\$363.00 Flat Fee
Site Plan - Minor Alterations	\$363.00 Flat Fee
Landscape Plan - Minor Alterations	\$182.00 Flat Fee
Street Name Change	\$484.00 Base Fee + \$10.00/certified notice
Amendments (Zoning/Subdivision Text, Comprehensive Plan)	\$600.00 Flat Fee
Annexation; Petition (voluntary)	\$600.00 Flat Fee
Special Use Permit For Master Planned Community or Land Use Intensity	\$968.00 Flat Fee
Zoning Compliance Letter	\$50.00 Flat Fee
Certificate of Appropriateness (COA) Major Works	\$20.00 Flat Fee
Certificate of Appropriateness (COA) Major Works - After the Fact	\$75.00
Commercial Plot Plan Review	\$150.00
Zoning Certificate Letter	\$25.00
Temporary Activity Permit	\$25.00
Maps from the Planning Department:	
Small	\$20.00
Medium	\$25.00
Large	\$35.00
Special Request (May Require Multiple Data Layers) If the time exceeds 30 minutes in designing a special request m \$25.00 per hour will be applied.	ap, then a programming fee of
Technology surcharge	See administrative fees – page 2-3

POLICE FEES

Service	Fee
Accident Report	
First Copy Only for Driver/Individual Involved	No Charge
Additional Accident Copies and all Incident Copies	No Charge
Mail Order Requests (Fee to Cover Postage, Envelope, Stationery and Storage)	No Charge
Alarm Permit	
First Year	\$15.00
Subsequent Years	\$5.00 per year
Outdoor Amplified Sound (Noise) Permit*	\$50.00
Parade Permit*	\$100.00
Parade Staffing*	See Off-Duty Fees
*There shall be no fee charged for a parade permit, parade staffing, off-duty offic application, and outdoor amplified sound permit for the following: -Veterans Day Parade -Memorial Day Parade (in the event a Memorial Day parade occurs)	ers, temporary street closing
Permits will still be required to be obtained from the City but with no fee.	
*There shall be no fee charged for parade staffing and off-duty officers for the for -Christmas Parade -ECU Homecoming Parade -Martin Luther King Jr. Day march -C. M. Eppes Alumni Parade -PirateFest	llowing:
Fees will continue to be charged for a parade permit, temporary street closing app amplified sound permit.	olication, and outdoor
*All fees shall be charged for other processions which are parades. This includes: -St. Patrick's Day Parade -Road Races	

POLICE FEES

Service	Fee				
*There is no fee charged for use of a re- application, and outdoor amplified sour -Veterans Day ceremonies at the -Memorial Day ceremonies at the -Fireworks display on the 4 th of -PirateFest	nd permit for the e Town Commo ne Town Commo	e following: n on	officers, temj	porary street closing	
Solicitation Permit				\$30.00	
Taxicab Franchise Application for Cert Convenience and Necessity Renewal of Taxicab Franchise Certifica				\$30.00 \$19.00	
Taxicab Vehicle Annual Inspection				\$20.00	
Taxi Driver Initial Application				\$30.00 + \$14.00	
Taxi Driver Renewal Application				\$19.00	
Peddler's License Application Fee				\$60.00 + \$14.00	
Itinerant Merchant License				\$374.00	
Itinerant Merchant License Renewal				\$219.00	
Off-Duty Fee	Officer	Supervisor	Premium	Premium Supervisor	
Rate Paid to Employee by City	\$40.00	\$45.00	\$50.00	\$55.00	
Administrative Fee	\$3.00	\$3.00	\$3.00	\$3.00	
Extra Duty Solution (EDS)	\$3.38	\$3.77	\$4.17	\$4.59	
Total	\$46.38	\$51.77	\$57.17	\$62.59	
Police Athletic League (PAL) After- School Program					
One Semester				\$40.00 per child	
School Year/Two Semesters				\$80.00 per child	
Summer Camp				\$50.00 per child	
Spring Break				\$25.00 per child	
Late Pickup Fee				\$5-\$10 per child per	
				occurrence	
POLICE FEES

Service

Precious Metal Dealer	
Dealer Fee	\$180.00
Background Fee	38.00 + 14.00
Precious Metal Dealer - Employee Registration Form	
Background Fee	10.00 + 14.00
Each Subsequent Year	\$38.00 + \$3.00

PUBLIC TRANSPORTATION FEES

Service

GREAT Bus & Transit Vehicle Fares and Passes Single Fare One-Way Ride Standard (Adults & Children over 12 years old) \$1.25 Discounted (Adults 65+ Veterans, Active Military, Medicaid Card Holders & \$0.60 People with Disabilities) Day Pass Unlimited Rides Standard (Adults & Children over 12 years old) \$2.50 Discounted (Adults 65+ Veterans, Active Military, Medicaid Card Holders & \$1.25 People with Disabilities) Transfers Free Children (0-12 years old) with a supervising adult Free **Paratransit Per Trip** \$2.50 Paratransit riders must be unable to access the GREAT bus due to a disability. Riders must

complete an eligibility application, subject to approval, for paratransit service.

PUBLICATIONS FEES

Service

Many publications listed below can be accessed at www.greenvillenc.gov	Free
Audit	\$25.00
Budget	\$25.00
Capital Improvement Program	\$25.00
City Code	\$125.00
City Code Supplement	\$30.00
Comprehensive Plan (on disk)	\$40.00
Driveway Ordinance	\$3.00
Economic Base Report	\$15.00
Erosion Control Ordinance	\$3.00
Flood Damage Prevention Ordinance	\$3.00
Land Development Ordinance (on disk)	\$10.00
Landscape Ordinance	\$5.00
Manual of Fees	\$10.00
Manual of Standard Designs and Details (MSDD)	\$15.00
MSDD Shipping Fee	\$3.00
Minority/Women Business Enterprise (MWBE) Directory	\$25.00
Noise Ordinance	\$5.00
Parking Ordinance	\$5.00
Pay Plan	\$5.00
Personnel Policies Manual	\$10.00
Purchasing Procedures Manual	\$10.00
Reports, manuals, and other official documents not listed	\$10.00
Schedule of Traffic Regulations	\$30.00
Special District Report	\$5.00
Storm Drainage Ordinance	\$1.50
Street List	\$3.00
Subdivision List	\$3.00
Subdivision Ordinance	\$10.00
Zoning Ordinance	\$40.00
Zoning Ordinance Supplements	\$10.00

Service	Fee
Directo Develo Necreta	
River Park North	Φ Γ Ρ / Φ Γ Ν Γ Ο Ο Γ Γ
Pedal Boat Rental Individual	\$5 R/ \$7 NR - 30 minutes
Group Pedal Boat Rental (Six Boats)	\$60 R/ \$90 NR - per hour
Science & Nature Center Admission	\$1 R/ \$1.50 NR (Under 12) \$2 R/ \$3 NR (12 & Over)
Boat Launch Fees	\$2 R/ \$4 NR
Camping Fee	\$4 R/ \$8 NR - per person fee for groups over 12 \$10 R/ \$15 NR - per campsite
Jon Boat Rental	\$9 R/ \$12 NR - 3 hours
Fishing Permit	
Annual	\$12 R/ \$24 NR
Daily	\$1.50 R/ \$3 NR
Lifetime Senior Fishing Pass (Born after 7/1/1956)	\$15
Permanently Disabled Public/Veteran Lifetime	
License	\$10 - lifetime
Large Shelter Reservation	See Shelter Reservations (page 32)
Small Shelter Reservation	See Shelter Reservations (page 32)
Cleanup Fee	See Shelter Reservations (page 32)
Kayak Rental	\$9 R/ \$12 NR - 3 Hours
Group Kayak Rental (Seven Kayaks)	\$35 R/ \$50 NR - per hour
RPN Enclosed Camping Platform	\$20 R/ \$30 NR - per night
RPN Platform Gear Transport Fee	\$10
Adult Recreation and Fitness	\$0 - \$200 R/ \$0 - \$300 NR
Karate/Self Defense	\$0 - \$200 K \$0 - \$500 KK
Weightlifting	
Ladies Exercise	
Adult Dance	
Pickleball	
	Class I - \$15 R / \$20 NR - per hour
Pickleball Courts	Class II - $\$9 \text{ R} / \20 NR - per hour
	Class III - $$5 \text{ R} / 8 NR - per hour
Riverbirch Tennis Center	
Adult Tennis Lessons	\$0 - \$200 R / \$0 - \$300 NR
Youth Tennis Lessons	\$0 - \$50 R / \$0 - \$75 NR
Ball Machine	\$10 per hour
	Class I - \$15 R / \$20 NR - per hour
Tennis Courts	Class II - \$9 R / \$12 NR - per hour
	Class III \$5 P / \$8 NP per hour

Class III - \$5 R / \$8 NR - per hour

Service

Sports Connection	
Entrance (Walk-Ins)	\$1 - \$150 R/ \$1 - \$225 NR
Gym Rental Fee (deposit \$50)	See Gymnasiums on Page 31
Court Rental Fee	\$25 R/ \$38 NR - hour for half court
Hitting Tunnel Rental Fee	\$10 - \$100 per hour each
Sports Clinics	\$1 - \$150 R/ \$1 - \$225 NR
Youth & Adult Programs	\$1 - \$150 R/ \$1 - \$225 NR
Art Classes	\$20 - \$250 R/ \$30 - \$375 NR
Ceramics Classes	
Dance	
Decorative Arts	
Drawing & Painting	
Fiber Arts	
Potters Club	
Workshops	
Youth Arts & Crafts	
Public Outdoor Pool (Community Pool)	\$2-\$6 Daily R/ \$10-\$100 Season Pass R
Admission	
	\$3-\$9 Daily NR/ \$15-\$150 Season Pass NR
Aquatic Programs	\$0 - \$200 R/ \$0 - \$300 NR
Camps	
Swimming Lessons	
Swim Team	
Life Guard Training	
Specialized Recreation	\$20 - \$100 R/ \$30 - \$150 NR
Creative Oasis	
Seasonal dances	
Rec-N-Roll Mobile Unit Fees (class III only)	\$50 Refundable Equipment Damage Deposit \$40 R/\$60 NR

Service	Fee
Youth Sports	\$0 - \$90 R/ \$0 - \$130 NR
Baseball - Small Fry, Mini Fry, Big Fry	
Basketball	
Flag Football	
Future Stars Soccer	
Running/Track and Field Programs	
Tennis Programs	
Various Sports Clinics	
Fencing	
Adult Sports	\$75 - \$750 Team Fee
······································	\$0 - \$50 R/ \$15 - \$75 NR Individual Participation Fee
Adult Dodgeball	
Adult Softball Leagues	
Adult Summer Basketball	
Adult Tennis Programs	
Basketball Leagues	
Basketball Program	
Flag Football Leagues	
Kickball Leagues	
Running Programs	
Wiffleball Leagues	
Pickleball Leagues & Clinics	
Parking	\$5 - \$35 R/ \$150 - \$225 NR - Season pass per vehicle
Vendor Fees	\$0 - \$500/month
Special Events	See pages 36-37 for Special Events
Concession Services in Parks	
Summer Camps/Programs	\$0 - \$175 R/ \$0 - \$263 NR - per week
Art Camps	.
Day Camps	
Outdoor Living Skills / Nature	
Sports Camps	

Service

Fee

Senior Recreational Programs	\$0 - \$4,000 R/ \$0 - \$6,000 NR
Bridge Classes	
Exercise Classes	
Instructional Classes	
Senior Olympics	
Senior Clubs	
Trips	

CLASS DEFINITIONS FOR RENTAL RATES BELOW

Class I - Any event for which admission is charged or any other type of compensation is realized including donations. This class does not include non-profit organizations. All Class I rentals must receive administrative approval.

Class II - Any event where no admission is charged nor any other type of compensation is realized.

Class III - Any event hosted by an organization which can provide proof of non-profit/federal tax-exempt status.

Event staffing fees may apply for all rentals if necessary	Up to \$40 per hour staff fee
Town Common Amenities	Class I - \$400 - \$1,000 / day R
Call 329-4567	Class I - \$600 - \$1,500 / day NR
Includes facilities such as:	Class II - \$100 - \$600 / day R
Amphitheater,	Class II - \$200 - \$900 / day NR
Sycamore Hill Gateway Plaza	Class III - \$75 - \$200 / day R
	Class III - \$150 - \$350 / day NR
Barnes-Ebron -Taft Building at Greenfield Terrace	Class I - \$75 R/ \$113 NR - per hour
Dream Park Community Building	Class II - \$45 R/ \$68 NR - per hour
(Deposit \$50)	Class III - \$25 R/ \$38 NR - per hour

ervice	Fee
Meeting Rooms (Damage Deposit \$50)	Class I - \$75 R/ \$113 NR - per hou
Multipurpose Rooms	Class II - \$45 R/ \$68 NR - per hou
Jaycee Park Auditorium	Class III - \$25 R/ \$38 NR - per hou
Elm Street Center	
Bradford Creek Public Golf Course Clubhouse	
Call 329-GOLF	\$100 - \$200/hr; \$100 Depos
Boyd Lee Park Beach Volleyball Courts (price per court)	Class I - \$35 R/ \$53 NR - per hou
Call 329-4550	Class II - \$18 R/ \$27 NR - per hou
	Class III - \$7 R/ \$11 NR - per ho
Greenville Outdoor Aquatic Center	Class I - \$200 R/ \$300 NR- per 2 ho
Call 329-4041	Class II - \$100 R/ \$150 NR - per 2 ho
*Available during non-operating hours	Class III - \$50 R/ \$75 NR - per 2 ho
Elm Street Lawn Games Area	\$40 / hr; Staff may be require
Call 329-4550 Greenville Aquatics & Fitness Center	Vari
(Gym, Gym & Pool, Pool, Entire Facility)	
Call 329-4041 for details	
Guy Smith Stadium & Prep Field	
~ 11 000 4550	Class I - \$400 - \$1,000 R/ \$600 - \$1,500 NR per da
Call 329-4550	
Call 329-4550	Class II - \$100 - \$600 R/ \$200 - \$900 NR - per da
Call 329-4550	Class II - \$100 - \$600 R/ \$200 - \$900 NR - per da Class III - \$75 - \$200 R/ \$150 - \$350 NR - per da
Call 329-4550	Class II - \$100 - \$600 R/ \$200 - \$900 NR - per da Class III - \$75 - \$200 R/ \$150 - \$350 NR - per da All Classes - \$35/per hour light fo
Sarah Vaughn Field of Dreams	Class II - \$100 - \$600 R/ \$200 - \$900 NR - per da Class III - \$75 - \$200 R/ \$150 - \$350 NR - per da All Classes - \$35/per hour light fo All Classes - \$100/marking fee per occurrent
	Class II - \$100 - \$600 R/ \$200 - \$900 NR - per da Class III - \$75 - \$200 R/ \$150 - \$350 NR - per da All Classes - \$35/per hour light fo All Classes - \$100/marking fee per occurrenc Class I - \$60 R/ \$90 NR - per hou
Sarah Vaughn Field of Dreams	Class II - \$100 - \$600 R/ \$200 - \$900 NR - per da Class III - \$75 - \$200 R/ \$150 - \$350 NR - per da All Classes - \$35/per hour light fo All Classes - \$100/marking fee per occurrence Class I - \$60 R/ \$90 NR - per how Class II - \$30 R/ \$45 NR - per how
Sarah Vaughn Field of Dreams	Class II - \$100 - \$600 R/ \$200 - \$900 NR - per da Class III - \$75 - \$200 R/ \$150 - \$350 NR - per da All Classes - \$35/per hour light fo All Classes - \$100/marking fee per occurrence Class I - \$60 R/ \$90 NR - per hou Class II - \$30 R/ \$45 NR - per hou Class II - \$15 R/ \$23 NR - per hou
Sarah Vaughn Field of Dreams (\$50 Refundable Deposit Required - All Classes)	Class II - \$100 - \$600 R/ \$200 - \$900 NR - per da Class III - \$75 - \$200 R/ \$150 - \$350 NR - per da All Classes - \$35/per hour light fo All Classes - \$100/marking fee per occurrenc Class I - \$60 R/ \$90 NR - per hou Class II - \$30 R/ \$45 NR - per hou Class II - \$15 R/ \$23 NR - per hou Class II - \$15 R/ \$23 NR - per hou
Sarah Vaughn Field of Dreams (\$50 Refundable Deposit Required - All Classes) Town Common Pedestrian Bridge	Class II - \$100 - \$600 R/ \$200 - \$900 NR - per da Class III - \$75 - \$200 R/ \$150 - \$350 NR - per da All Classes - \$35/per hour light fo All Classes - \$100/marking fee per occurrence Class I - \$60 R/ \$90 NR - per hou Class II - \$30 R/ \$45 NR - per hou Class II - \$15 R/ \$23 NR - per hou Class II - \$15 R/ \$23 NR - per hou Class I - \$380-600 R/ \$570-900 N Class II - \$130-200 R/ \$195-300 N
Sarah Vaughn Field of Dreams (\$50 Refundable Deposit Required - All Classes) Town Common Pedestrian Bridge	Class I - \$400 - \$1,000 R/ \$600 - \$1,500 NR per da Class II - \$100 - \$600 R/ \$200 - \$900 NR - per da Class III - \$75 - \$200 R/ \$150 - \$350 NR - per da All Classes - \$35/per hour light fo All Classes - \$100/marking fee per occurrenc Class I - \$60 R/ \$90 NR - per hou Class II - \$30 R/ \$45 NR - per hou Class II - \$30 R/ \$45 NR - per hou Class III - \$15 R/ \$23 NR - per hou Class II - \$15 R/ \$23 NR - per hou Class II - \$130-200 R/ \$570-900 N Class II - \$130-200 R/ \$195-300 N Class III - \$40-80R / \$60-120 N Plus \$40/hour Staffing Fe

Service	Fee
Softball / Baseball / Cricket Field	Class I - \$30 R/ \$45 NR – per hour
Call 329-4550	Class II - \$20 R/ \$30 NR – per hour
	Class III - $10 \text{ R}/15 \text{ NR}$ – per hour
	\$100 field marking fee – per field
Soccer / Lacrosse / Football Multipurpose Fields	Class I - \$30 R/ \$45 NR – per hour
• •	Class II - \$20 R/ \$30 NR – per hour
	Class III - \$10 R/ \$15 NR – per hour
	\$35 lights – per hour
	\$100 field marking fee – per field
Special Services	All Classes - \$35/ per hour light fee
	All Classes - \$100/ marking fee
Gymnasiums (Deposit \$50)	Class I - \$100 R/ \$150 NR – per hour
Drew Steele, Eppes Recreation Center	Class II - \$50 R/ \$75 NR – per hour
H. Boyd Lee Park, Sports Connection	Class III - \$25 R/ \$38 NR – per hour
South Greenville	
Skate Park / Roller Hockey Rink at Jaycee Park	Class I - \$100 R/ \$150 NR – per hour
	Class II - \$50 R/ \$75 NR – per hour
	Class III - \$25 R/ \$38 NR – per hour
Athletic Tournaments	Tournament Rates
Call 329-4550	Tournament Rates
Science & Nature Center Facility (Deposit \$50)	
Deck & Surrounding	\$25 R/ \$37 NR – per hour
Classroom	\$50 R/ \$75 NR – per hour
Theatre	\$75 R/ \$112 NR – per hour
Entire Facility (6) Tables, (50) Chairs	\$375 R/ \$563 NR – 8 hours
	\$290 R/ \$435 NR – 3 hours
	Plus \$40/hour Staffing fee per event

Service	Fee
Class Definitions do not ar	pply for Shelter Reservations
Shelter Reservations	
Rates are determined by half day and full day rentals	
• In-Season (March – October)	
• Half day rentals are 8 am-2:30 pm or 3	3:00 pm-dark
• Full day rentals are 8 am-dark	•
• Off-season (November – February)	
 Full day rentals are 8 am-dark, at in- season half day rates 	
Event staffing fees may apply for all rentals if necess	ary Up to \$40 per hour staff fee
Large Picnic Shelters	Half Day Rentals: \$50 R / \$75 NR
	Full Day Rentals: \$90 R / \$135 NR
Small Picnic Shelters	Half Day Rentals: \$40 R / \$60 NR
	Full Day Rentals: \$60 R / \$90 NR
Pavilion at Town Common	*Hourly Rental Rate: \$60 R / \$90 NR
(Times may vary)	*Two Hour Minimum
Pavilion at Wildwood Park	*Hourly Rental Rate: \$100 R / \$150 NR
(Times may vary)	*Two Hour Minimum
Shelter Clean-up fees	Groups of 75 or more: \$125
Sherter crean up rees	Groups of 200 or more: \$225
Extras:	
Key Fobs for Recreation Centers	First Replacement is free, \$1 for 2 nd
All Recreation Centers	, +, +
Press Box; Scoreboard / Panel Box	\$50 (up to 4 hrs); \$15 per hour staff fee
Call 329-4550	
Staging	\$35 for 4' x 8' section
For more information, call 329-4543	Plus \$35/hour Staffing fee if required

Service

Fee

\$50.00

Application for service and sale of malt beverages and unfortified wine pursuant to the Policy and Procedures for the Conditional Service, Sale and Consumption of Alcoholic Beverages within Greenville Recreation and Parks Facilities

NOTE: As a result of the diversity of opportunities provided, programs may be added or dropped at any time and, therefore, the fees are subject to change as approved by the Recreation & Parks Commission. Additionally, the Recreation & Parks Commission may waive, in whole or in part, fees which are related to programs conducted in cooperation with another organization or individual which is assuming all or a portion of the expense of the program.

R means City Resident, NR means Non-City Resident.

Non Resident Fees equal 150% of Resident Fees unless otherwise indicated. Recreation & Parks programs listed are examples and are not inclusive of all offerings at all times.

GREENVILLE AQUATICS & FITNESS CENTER (GAFC)

S.	rvice
Se	IVICE

Fee

Family Membership (City Employee)	\$6 - \$12/per pay period
Family Membership (GUC Employee)	\$6 - \$12/per pay period
GAFC Recreational Programming	\$0 - \$200/Members
	\$0 - \$300/ Non-members
	\$0 - \$400 / Non-member/ Resident
	(Effective 9/1/12)
Membership Application Fees	\$0 - \$100
Walk-in Fees	\$0 - \$12
Amenities/Concessions:	\$0 - \$50 per use
Includes: Towels, Locks, Snacks, Fruit,	

etc.

Membership Type for Residents	Yearly Fees	Quarterly Fees	Monthly Draft Fee	
Family				
Individual				
Young Adult	\$220 - \$615	\$60 - 238	\$19 - \$185	
Senior				
Corporate				
Membership Type for Non-Residents	Yearly Fees	Quarterly Fees	Monthly Draft Fee	
Family				
Individual				
Young Adult	\$275 - \$770	\$75 - \$273	\$23.75 - \$219	
Senior				
Corporate				

Temporary Passes	
One Week	\$20 - \$30/Individual/\$35 - \$55 Family (6 members included) \$10 Fee per additional dependent
One Month	\$25-\$70 R/\$31.25-\$90 NR

SANITATION FEES

Service

Refuse Fee-Curbside Pickup (Basic)	\$19.25/per month
Each Additional Curbside Container	\$12.00 per month
Multi-Family Containers	\$19.25/per month
Single Family/Intergovernmental Dumpster	\$180.00/per month
Dumpster Purchase (6 or 8 Yards)	\$250.00 Delivery Fee
Roll Out Carts Purchase	\$90.00 each
Yard Waste Collection over 4 Cubic Yards	\$25.00 per collection
Sanitation Nuisance Abatement Fee	\$150.00 for the first hour and \$125.00 for each additional hour
Curbside Roll Back Fee	\$25.00 per cart

SPECIAL EVENTS FEES

*Go to <u>www.greenvillenc.gov</u> to view Special Events Policy & Procedures – fees below are directly related to activities identified as "special events".

Front Trues	Application	Permit	Refundable	Late
Event Type	Fee	Fee	Deposit	Fee
Parade	\$100.00	\$100.00	\$200.00	\$250.00
Race 5k or Less	\$100.00	\$100.00	\$100.00	\$250.00
More than 5k Race	\$100.00	\$250.00	\$100.00	\$250.00
Neighborhood Block Party	\$50.00	\$0.00	\$200.00	\$75.00
General Event	\$100.00	\$250.00	\$100.00	\$250.00
Festivals	\$100.00	\$100.00	\$500.00	\$250.00
Concerts	\$100.00	\$250.00	\$500.00	\$250.00
Outdoor Amplified Sound (Noise)	\$50.00	\$50.00	N/A	N/A
Temporary Street Closing	\$50.00	\$50.00	N/A	N/A

Police Off-Duty Fees						
Officer Supervisor Premium						
Rate per Hour	\$40.00	\$50.00	\$50.00			
Parade Staffing	\$40.00 per Hour per Officer (Minimum 3 Hours per Parade) +					
\$25.00 per Vehicle per Event						

Fire / Rescue Stand-By Fire Fees				
Base Charge per EMS Unit	\$100.00 (# of Units Required Based on Attendance)			
Fire / EMS Staff per Unit\$40.00 per Hour per Staff Member				
Minimum of 2.00 Staff Members Per Truck				

	Fire / Rescue Units Required				
Attendance Range	NON ABC Event ABC Event				
0 - 5,000	1	1 - 2			
5,001 - 10,000	1 - 3	1 - 4			
Over 10,000	# Determined by F/R Chief	# Determined by F/R Chief			

Crowd Managers				
Number of Attendees Number of Required Crowd Manag				
250	1			

SPECIAL EVENTS FEES

	Public Works Roll-Out Carts / Trash Cans / Barricades					
Barricade(s)	Traffic Cones	1 - 25	\$50.00			
		26 - 49	\$100.00			
		> 50	\$150.00			
	Bike Racks		\$20.00 Each			
	Type I, II, and/or III Traffic Barricades		\$30.00 Each			
	Water Barricades		\$50.00 Each			
	Traffic Plan / Road Closure Review		\$40.00 per Hr			
Sanitation	Recycling Carts / Cans		\$20.00 per Set			
	Trash Cans					
	Street Sweeper (Truck + Labor)		\$175.00 per hour			
Electrical	al Usage Fee		\$100.00			
	Technician / Contract Assistance		\$100.00			

STORMWATER FEES

Service

Fee

Stormwater Utility Fees*

\$9.35 per unit per month

*For each equivalent rate unit, as defined by Section 8-3-2 of the Greenville City Code, there shall be a service charge per month for the purposes of supporting stormwater management programs and structural and natural stormwater and drainage systems, said charge to be effective on and after July 1, 2003. One unit equals 2,000 square feet.

STREETS FEES

Service

Administrative Fee per Utility Cut Permit Request	\$100.00
Labor, Material and Equipment cost associated with Utility Cut Repairs	Current market-based pricing
Utility cut permit fee	\$250.00
Street Sweeper (Truck + Labor)	\$175.00 per hour

TAXICAB FARES

Taxicabs operating within the jurisdictional city limits may elect to charge fares and fees by the installation and use of a taximeter or by use of the approved zone map and the fares and fees provided herein. The election decision is made by the franchise holder and will apply to all taxicabs operating under the particular franchise.

Taximeter Rates and Fees:	
Drop Fee	\$2.75
Per 1/6th of Mile	\$0.25
Surcharge Night Time from 11 PM to 6 AM per Person	\$0.50
Per Minute Wait Time at Fare's Request	\$0.30
Per Luggage Bag Over Two	\$1.25
Per Person Over First Two	\$2.00
Per Trunk or Large Suitcase	\$0.10
Pedi-cab Rates and Fees:	
Per Person per 1/2 mile or Fraction Thereof	\$1.50
Per Minute Wait Time at Fare's Request	\$0.30
Per Luggage Bag Over Two	\$1.25
Per Person Over First Two	\$2.00
Per Trunk or Large Suitcase	\$2.00
Per Grocery Bag Over 3	\$0.10

TAXICAB ZONE FARES

ZONES	1	2	3	4	5	6	7	8
1	6.00	6.35	6.70	7.05	7.40	7.75	8.10	8.50
2	6.35	6.35	6.70	7.05	7.40	7.75	8.10	8.50
3	6.70	6.70	6.70	7.05	7.40	7.75	8.10	8.50
4	7.05	7.05	7.05	7.05	7.40	7.75	8.10	8.50
5	7.40	7.40	7.40	7.40	7.40	7.75	8.10	8.50
6	7.75	7.75	7.75	7.75	7.75	7.75	8.10	8.50
7	8.10	8.10	8.10	8.10	8.10	8.10	8.10	8.50
8	8.50	8.50	8.50	8.50	8.50	8.50	8.50	8.50

The following rates shall be applicable for each standard zone fare:

The fare charged shall be the amount of the highest zone which is traveled through. Only one fare shall be charged for one or two persons traveling from the same point of origin to the same point of destination.



TAXICAB ZONE FARES

The following rates are for fares across town:

ZONES	1	2	3	4	5	6	7	8
1	6.00	6.60	7.20	7.80	8.40	9.00	10.60	10.20
2	6.60	7.20	7.80	8.40	9.00	9.60	11.20	10.80
3	7.20	7.80	8.40	9.00	9.60	10.20	11.80	11.40
4	7.80	8.40	9.00	9.60	10.20	10.80	11.40	12.00
5	8.40	9.00	9.60	10.20	10.80	11.40	12.00	12.60
6	9.00	9.60	10.20	10.80	11.40	12.00	12.60	13.20
7	9.60	10.20	10.80	12.40	12.00	12.60	13.20	13.80
8	10.20	10.80	11.40	12.00	12.60	12.20	13.80	14.50
Ironwood/Bradford CreekStandard Fare\$9.50Across Town\$14.50Over two persons (per person extra)								
Waiting time (per hour)\$18.00Trunks or footlockers (each)\$2.00Baggage (each)\$1.50Grocery bags (each bag over 3)\$0.10								
Rates outsic	le zones unle	ess previously	/ specified (p	er mile)				\$2.75
Pedi-cab rates:\$1.50 per person per 1/2 mile or fractionWaiting time (per hour)\$18.00Trunks or footlockers (each)\$2.50Baggage (each)\$1.50								
Grocery bags (each bag over 3) \$0.10								



City of Greenville, North Carolina

Title of Item:Fiscal Year 2025-26 Contract for Services with the Pitt County Arts Council at
Emerge

Explanation: One of City Council's adopted strategic goals is to Build a Thriving and Attractive Community by Creating Vibrant Neighborhoods and Expanding Artistic, Cultural and Recreational Opportunities. The City's partnership with the Pitt County Arts Council at Emerge serves as a strategic priority used to move this Council goal forward. The FY 2025-26 Contract for Services between the City and the Arts Council includes a work plan centered around tasks that work toward achieving this goal. The following are the priorities included in the work plan for FY 2025-26:

- Arts Administration and Civic Arts Facilitation

- Public Art Program
- SmART City Program: The Emerald Loop

The following is a summary of the key components for each of the priorities identified:

Arts Administration and Civic Arts Facilitation

- Continue as the Civic Arts Facilitator for the City, serving as an advisor, liaison, and administrator for public art. This includes administering the Civic Arts Committee and the Greenville Mural Group. For specific nonscheduled projects that the City requests, there will be an additional 10% facilitator fee based on the estimated cost of the public art.
- Seek additional funding for public art and arts programming throughout Greenville.
- Manage the call for artists for the rotating art for the City as part of the DownEast sculpture exhibition, and provide administrative oversight of call for artists, jurying, logistics, honorarium, and installation.
- Manage the Greenway Sculpture Program, integrating the DownEast Sculpture Exhibition placements with donated and/or loaned sculptures along the Greenway. The Arts Council will monitor the public art, communicate with artists, and continue to plan expansions when realistic.
- Coordinate, in partnership with the City of Greenville, the Mosaic Multicultural Arts Festival, overseeing sponsorships, artists, vendors, logistics and mapping, volunteers and marketing and communication.
- Coordinate, in partnership with the City of Greenville, the Youth Arts

Festival, overseeing sponsorships, artists, vendors, logistics and mapping, volunteers and marketing and communication

- Oversee Arts District planning for the Emerald Arts District, including collaborating with the First Friday ArtWalk, and district-wide programming
- Serve as the fiscal agent and umbrella organization for the Black Creatives of Pitt County
- Serve as a representative on the African American Cultural Trail Committee
- Oversee and implement monthly Arts Organizations meetings with all organizations who do arts and cultural programming in Greenville and Pitt County
- Release and promote the findings of the Greenville-Pitt County Americans for the Arts Economic Impact of the Arts Study
- Present to City Council any planned public arts projects on City of Greenville property

Public Art Program

- Rental of five to six sculptures located in the Downtown area, several locations along the Greenway, and another location within City limits
- Support towards a public art piece (i.e. mural or sculpture) or toward the Public Art Fund for a larger project another year
- Support towards a public art conservation and maintenance fund administered by the Arts Council

SmART City Program: The Emerald Loop

- Coordinate the SmART City project, specifically the Emerald Loop, overseeing all planning, implementation, budgeting, and fundraising.
- Oversee any private and other public grant funds dedicated to the Emerald Loop Project.
- Collaborate with the African American Cultural Trail of Greenville-Pitt County to coordinate efforts to help connect the Emerald Loop and the African American Cultural Trail and reinforce the marketing, visibility, and many of the stops on the Trail.
- Coordinate the planning and implementation of the Emerald Loop Public Art Projects

The contract for FY 2025-26 provides for a list of deliverable projects based on the priorities listed above. The following is a summary of the projects as included in the contract:

- An annual work plan will be presented to the City Council for scheduled public art projects on public property
- Arts Council shall submit a presentation and sketch of each public art project ("project") on public property to the City Council
- An annual report will be presented to City administration to show the success of the items listed above
- Coordination of the rental of sculptures as part of the DownEast Sculpture

Exhibition

- A new piece of public art in the Greenville City limits or preparation for a public art project if the funding is combined to the next year
- Administration of the Public Art conservation & maintenance fund
- **Fiscal Note:** The cost of the contract is \$110,000 for Fiscal Year 2025-26. The cost of the contract is included in the Fiscal Year 2025-26 Budget.
- **Recommendation:** Approve the Fiscal Year 2025-26 Contract for Services and authorize the City Manager to execute the Contract with the Pitt County Arts Council at Emerge

ATTACHMENTS

Arts Council_COG_25_26_Contract Draft (002).docx



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AGREEMENT FOR CONTRACTOR SERVICES

PUBLIC ARTS SERVICES

THIS AGREEMENT ("Agreement") made and entered into on this date ______, by and between the CITY OF GREENVILLE, North Carolina, a North Carolina municipal corporation, with offices located at 200 West Fifth Street, Greenville, Pitt County, North Carolina, (hereinafter referred to as the "CITY") and EMERGE GALLERY & ART CENTER DBA PITT COUNTY ARTS COUNCIL AT EMERGE, a North Carolina not-for-profit, charitable organization recognized by the IRS as a 501(c)(3) corporation, with a principal office located at 404 Evans Street, Greenville, Pitt County, North Carolina, 27858 (hereinafter referred to as "ARTS COUNCIL");

WITNESSETH:

WHEREAS, enhancing the quality of life in Pitt County by promoting artists and art organizations, educating through the arts, and making the arts accessible to the entire community is beneficial to all residents of the City of Greenville and the County of Pitt; and

WHEREAS, the CITY is committed to making available financial resources for the services outlined herein and pursuant to North Carolina General Statute ("NCGS") § 160A-20.1, the CITY is authorized to contract with and appropriate money to individuals, associations, or corporations, including not-for-profits, to carry out any public purpose that the CITY is authorized to engage in by law; and

WHEREAS, the parties desire to reduce to writing their agreements with respect thereto.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration passing from each party to the other, receipt of which is hereby respectively acknowledged by each of the parties hereto, ARTS COUNCIL and CITY do hereby agree each with the other as follows:

1. SCOPE OF AGREEMENT. It is the intent of this Agreement to define the contractual relationship between the CITY and the ARTS COUNCIL; publicize the economic, educational, social, and cultural benefits of the ARTS COUNCIL; assist in promoting the arts to business and residents as an economic driver; and provide information on an ARTS COUNCIL district plan to key stakeholder groups for community acceptance and buy-in to create a parent organization for the arts. The ARTS COUNCIL will collaborate with the CITY's planning efforts to improve the quality of life in Greenville. ARTS COUNCIL shall use any approved appropriation and expenditure in carrying out these services during the subject fiscal year in which funds are

appropriated. More specifically, the ARTS COUNCIL affirmatively represents it shall provide program services that must fulfill a public purpose related to same through the following activities:

- a) Arts Administration and Civic Art Facilitation: The ARTS COUNCIL will continue to serve the CITY by administering the following arts services as the Civic Art Facilitator and Countywide Arts Council (\$45,000):
 - i) Develop, promote and support the arts in the CITY.
 - ii) Serve as the voice for artists and arts organizations to better engage, support, and grow our arts within the community.
 - iii) Partner and plan with stakeholders and the CITY to ensure that the arts are a part of future development, streetscapes, and plans within the community.
 - iv) Continue as the Civic Arts Facilitator for the CITY, serving as an advisor, liaison, and administrator for public art. This includes administering the Civic Arts Committee and the Greenville Mural Group. For specific non-scheduled projects that the CITY requests, there will be an additional 10% facilitator fee based on the estimated cost of the public art component.
 - v) Seek additional funding for public art and arts programming throughout Greenville.
 - vi) Manage the call for artists for the rotating art for the CITY as part of the DownEast sculpture exhibition, and provide administrative oversight of call for artists, jurying, logistics, honorarium and installation.
 - vii) Manage the Greenway Sculpture Program, integrating the DownEast Sculpture Exhibition placements with donated and/or loaned sculptures along the Greenway. The ARTS COUNCIL will monitor the public art, communicate with artists, and continue to plan expansions when realistic.
 - viii) Plan and implement, in partnership with the CITY, the Mosaic Multicultural Arts Festival, overseeing sponsorships, artists, vendors, logistics and mapping, volunteers and marketing and communication.
 - ix) Plan and implement, in partnership with the CITY the Youth Arts Festival, overseeing sponsorships, artists, vendors, logistics and mapping, volunteers and marketing and communication.
 - x) Coordinate the First Friday ArtWalks, in partnership with the CITY and the Convention and Visitor's Bureau, promoting the Emerald Express Trolley rides to enhance the economic development of our downtown district.
 - xi) Oversee Arts District planning for the Emerald Arts District, including collaborating with the First Friday ArtWalks and district-wide programming.
 - xii) Serve as the fiscal agent and umbrella organization for the Black Creatives of Pitt County.
 - xiii) Serve as a representative on the African American Cultural Trail.
 - xiv) Oversee and implement the Arts Organizations meetings, with all organizations who do arts and cultural programming in Greenville and Pitt County.
 - xv) Promote the Greenville-Pitt County Americans for the Arts Economic Impact of the Arts Study.
 - xvi) Present to City Council any planned public art projects on CITY property.

Deliverables:

- An annual work plan will be presented to the City Council for scheduled public art projects on public property as included in Appendix A.
- ARTS COUNCIL shall submit a presentation and sketch of each public art project ("project") on public property to the City Council.
- An annual report will be presented to the CITY Administration showing the success of the items listed above.
- b) **Public Art Program:** The ARTS COUNCIL will oversee the Public Art Program for the CITY (\$25,000):
 - i) \$10,000 for the "rental" of five to six sculptures located in the Uptown area, several locations along the Greenway, and another location within CITY limits.
 - ii) \$13,000 toward a public art piece or pieces (i.e. mural or sculpture) or toward the Public Art Fund for a larger project another year.
 - iii) \$2,000 toward the Public Art conservation and maintenance fund administered by the ARTS COUNCIL.

Deliverables:

- Coordination of the rental of sculptures as part of the DownEast Sculpture Exhibition.
- A new piece of public art in the Greenville CITY limits, or preparation for a public art project if the funding is combined to the next year.
- Administration of the Public Art conservation and maintenance fund.
- ARTS COUNCIL shall submit a final sketch of each public art project ("project") on public property to the City Council.
- c) **SmART CITY Program The Emerald Loop:** The ARTS COUNCIL will oversee and administer the Emerald Loop project in coordination with the CITY. The Emerald Loop is a multimodal urban arts trail that will connect Greenville's cultural gems including our artistic and cultural assets, diverse communities, and bring economic development to our Center CITY spurring tourism for our visitors and quality of life for our residents (\$40,000):
 - i) Coordinate the SmART City project, specifically the Emerald Loop, overseeing all planning, implementation, budgeting, and fundraising.
 - ii) Oversee any private and other public grant funds dedicated to the Emerald Loop project.
 - iii) Collaborate with the African American Cultural Trail of Greenville-Pitt County to coordinate efforts to help connect the Emerald Loop and the African American Cultural Trail and reinforce the marketing, visibility, and many of the stops on the Trail.
 - iv) Coordinate the planning and implementation of the Emerald Loop Public Art Projects as included in Appendix B.

Deliverables:

• An annual report will be submitted to CITY Administration.

- ARTS COUNCIL shall submit a final sketch of each public art project ("project") on public property to the City Council.
- 2. **RELATIONSHIP OF PARTIES.** The CITY and ARTS COUNCIL agree that the ARTS COUNCIL shall not represent itself as an officer, agent or employee of the CITY for any purposes. The ARTS COUNCIL has or will secure at its own expense, all personnel required to perform services under this Agreement. Such personnel shall not be employees of the CITY or have any contractual relationship with the CITY. The ARTS COUNCIL agrees that all personnel engaged in the services under this Agreement shall be fully qualified and shall be authorized to perform the services under this Agreement.
- 3. **PAYMENT.** For and in consideration of the services to be provided by the ARTS COUNCIL, as described in Section 1 of this Agreement, upon notice, a public hearing, and approval of the appropriation and expenditure by the City Council of the CITY of Greenville, the CITY will provide a payment up to \$110,000 (One Hundred Ten Thousand Dollars and Zero Cents) to the ARTS COUNCIL, broken down as follows:

\$45,000:	Administrative and Civic Art Facilitator Services
\$25,000:	Public Art Program
\$40,000:	SmART City Grant Match for Emerald Loop
\$110,000:	TOTAL

The maximum amount to be paid by the CITY under this Agreement shall be based upon the CITY Funds available for the subject fiscal year. The payments up to \$100,000 will be made quarterly, in equal installments, upon submission of an invoice and supporting documentation by the ARTS COUNCIL. The CITY shall not be obligated to pay the ARTS COUNCIL any payments, fees, expenses, or compensation other than those authorized by this section. The CITY, without affecting its other rights and remedies, may delay or cancel any or all of those payments for failure by the ARTS COUNCIL to comply with any of the provisions of this Agreement, including deadlines for submitting any accounting, audit, statement, information, record, documentation, or report. The CITY Manager or their designee shall have the authority to decide on behalf of the CITY whether the ARTS COUNCIL has complied with this Agreement, including any attachments.

4. **TERM OF CONTRACT**. The term of this Agreement shall be one (1) year ("Term") according to the CITY's fiscal calendar, beginning July 1, 2025 and ending June 30, 2026, unless earlier terminated herein. ARTS COUNCIL shall comply with all requirements imposed by this Agreement by June 30 of the end of the Term of the Agreement, except to the extent, if any, that this Agreement indicates a different time for performance.

5. **REPORTING.**

a) In addition to other reporting requirements included herein, if requested in writing by the CITY with reasonable notice to the ARTS COUNCIL, the ARTS COUNCIL shall in make all of the requested information available for inspection and audit by the CITY at any time during workdays of the CITY.

- b) Additionally, the ARTS COUNCIL will allow the CITY's Finance Director access to the records and information requested and will facilitate a review of the accounting and program operations as may be required. The CITY will have the right to conduct site visits within one (1) week of a request to do so.
- c) The ARTS COUNCIL shall retain financial and program records during the term of this Agreement, and for a minimum period of three (3) years following the expiration or earlier termination of this Agreement.
- d) Upon request, oral or written, of any member of the public, ARTS COUNCIL shall provide a copy of its latest annual financial statement of its operations, which includes an account of all CITY Funds received from the CITY under this Agreement and all expenditures made from CITY funds.
- e) Material non-compliance with this section may be deemed a material breach of this Agreement.
- 6. NON-APPROPRIATION OF FUNDS. The ARTS COUNCIL 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 ARTS COUNCIL, 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. Funding for this Agreement is subject to annual appropriation.
- 7. **INSURANCE:** The ARTS COUNCIL agrees to purchase at its own expense insurance coverages to satisfy the following minimum requirements. Insurance required shall remain in effect through the life of this Agreement.
 - a. <u>Commercial General Liability:</u>

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

b. <u>Commercial Automobile Liability:</u>

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

c. <u>Cancellation:</u>

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.

d. Proof of Carriages:

i. The **ARTS COUNCIL** 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. 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.

8. NOTICE.

- a) All notices or communications required or permitted by this Agreement will be in writing and delivered via personal delivery, a recognized national overnight delivery service or by certified mail, return receipt requested, in addition, subsection (b) must be complied with.
- b) Additional Notice by Email. In addition to complying with subsection (a), the party giving notice or other communication shall also send it by email if the other party has provided a valid, working email address.
- c) Change of Address; Discovery of Invalid Email Address. A change of address, email address, telephone number, or person to receive notice may be made by either party by notice given to the other party. At any time that a party discovers that the other party has provided it an email address that is not valid, the discovering party shall provide notice of the discovery to the other party, so that it can substitute a valid email address.
- d) Date Notice Deemed Given. If a notice is sent by United States mail, it is deemed complete upon actual delivery or on the third day following the day on which it is deposited with the United States Postal Service, whichever occurs first. Notice is deemed given when both subsection (a) and subsection (b) have been complied with.
- e) Addresses. Subject to change pursuant to subsection (d), the addresses for these notices, are:

TO THE CITY: City of Greenville PO Box 7207 Greenville, NC 27835 Attn: City Manager **WITH COPY TO:** CITY ATTORNEY

TO THE ARTS COUNCIL:

Emerge Gallery & Art Center DBA Pitt County Arts Council at Emerge 404 Evans Street Greenville, NC 27858 Attn: Executive Director

- 9. **REPAYMENT OF FUNDS.** The ARTS COUNCIL shall only use public funds for public purposes and shall repay to the CITY the full amount of any CITY Funds lost, misapplied, unaccounted for, or inadequately accounted for in violation of this Agreement. This amount is due and payable to the CITY within sixty (60) days of written notice.
- 10. **TERMINATION.** Upon a material breach of this Agreement by the other party, either party to this Agreement may terminate the Agreement by providing written notice to the other party at least thirty (30) days prior to the date of termination; provided, however, that if such breach is cured by the defaulting party within such thirty (30) day period, then such notice of termination shall have no further force or effect and the Agreement shall continue through its term.

- 11. **MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE PROGRAM**. The CITY has adopted an Affirmative Action and Minority and Women Business Enterprise Plan (M/WBE) Program. The ARTS COUNCIL attests that it also will make a good faith effort to ensure equality of opportunity in all aspects of employment and to utilize MWBE suppliers of materials and labor when available.
- 12. **TITLE VI NON-DISCRIMINATION**. ARTS COUNCIL, its assignees and successors in interest, 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 Appendix 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.
- 13. **E-VERIFY.** The ARTS COUNCIL shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further if the ARTS COUNCIL utilizes a Subcontractor, the ARTS COUNCIL shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The ARTS COUNCIL represents that the ARTS COUNCIL and its Subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statures.
- 14. **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 and ARTS COUNCIL.
- 15. CHOICE OF LAW; 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.
- 16. **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.
- 17. **ASSIGNMENT.** There shall be no assignment, subletting or transfer of the interest (including payments) of the ARTS COUNCIL in any of the services covered by the Agreement without the written consent of the CITY. Unless the CITY agrees otherwise in writing, the ARTS COUNCIL and all assignees shall be subject to all of the CITY's defenses and shall be liable for all of the ARTS COUNCIL's duties that arise out of this Agreement and all of the CITY's claims that arise out of this Agreement. Without granting the ARTS COUNCIL the right to assign, it is agreed that the duties of the ARTS COUNCIL that arise out of this Agreement shall be binding upon it and its heirs, personal representatives, successors, and assigns.

18. INDEMNITY AND HOLD HARMLESS REQUIREMENTS.

a) To the maximum extent allowed by law, the ARTS COUNCIL shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in

connection with, or out of this Agreement as a result of negligent acts or omissions of the ARTS COUNCIL or its subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them are be liable. In performing its duties under this subsection "a," the ARTS COUNCIL 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 (including without limitation within "Charges" are interest and reasonable attorneys' fees assessed as part of any such item). "Indemnitees" means CITY and its officers, officials, independent contractors, agents, and employees, excluding the ARTS COUNCIL.
- 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 Agreement. This section is in addition to and shall be construed separately from any other indemnification provision that may be in this Agreement.
- d) Survival. This section shall remain in force despite termination of this Agreement (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this Agreement.
- e) It is understood and agreed by the parties that the CITY will assume no liability for damages, injury, or other loss to the ARTS COUNCIL, its employees or property, tools or equipment, or to other persons or properties located on CITY facilities resulting from the ARTS COUNCIL's activities and operations while performing services under this contract; except to the extent that such damages, injury, or other loss results from the negligence or intentional misconduct of the CITY, its officers, officials, independent contractors, agents, or employees. The ARTS COUNCIL 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.
- f) ARTS COUNCIL will promptly notify the CITY of any Civil or Criminal Actions filed against the ARTS COUNCIL 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.
- 19. **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.

20. CONFLICT OF INTEREST.

- a) ARTS COUNCIL is aware of the conflict of interest laws of the CITY (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) ARTS COUNCIL 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. ARTS COUNCIL 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 ARTS COUNCIL, its employees or associated persons or entities shall be disclosed to the CITY.
- c) ARTS COUNCIL 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) ARTS COUNCIL shall make any such disclosure to the CITY in writing and immediately upon the ARTS COUNCIL'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 ARTS COUNCIL, either for themselves or for those with whom they have family or business ties, during their tenure or for one year thereafter.
- 21. **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.
- 22. 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 ARTS COUNCIL, the undersigned hereby warrants and certifies that they are authorized to enter into this Agreement and to execute same on behalf of the ARTS COUNCIL as the act of the said ARTS COUNCIL.
- 23. **GENERAL COMPLIANCE WITH LAWS**. The ARTS COUNCIL shall materially comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations pertaining to the performance of services under this Agreement.

- 24. **IRAN DIVESTMENT ACT CERTIFICATION.** The ARTS COUNCIL 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 ARTS COUNCIL shall not utilize in the performance of the Agreement any subcontractor that is identified on the Iran Final Divestment List.
- 25. ENTIRE AGREEMENT. This Agreement, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties with respect to the subject matter covered by this Agreement. 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 Agreement shall be deemed to exist or to bind either party hereto.
- 26. **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.
- 27. **COUNTERPARTS.** This Agreement may be executed in counterparts, and the counterparts, taken together, shall constitute the original.
- 28. **THIRD PARTY RIGHTS.** No Third Party Rights Created. This Agreement is intended for the benefit of the CITY and the ARTS COUNCIL and not any other person.
- 29. **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.
- 30. **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 hand written 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

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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.

PITT COUNTY ARTS COUNCIL AT EMERGE

By: _____

Title: _____

CITY OF GREENVILLE

By: _	

Title:

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.

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_____ Date:____

Jacob Joyner, Director of Financial Services

Account Number 010-01-10-000-000-521500

Project Code (if applicable)_____

APPENDIX A

The following is the Civic Arts Work Plan art projects in the CITY of Greenville public spaces for Fiscal Year 2025-26:

- 1. DownEast Sculpture Exhibition rotation implemented, with 1-2 additional sculptures.
- 2. Greenway Public Art maintained
- 3. Traffic Control Boxes in Downtown Greenville wrapped with designs.
- 4. Mural installed on Carver Library by the Youth Public Arts Project.
- 5. Oversight and planning for new piece of public art projects on City property.
- 6. Emerald Loop Public Art Projects (See Appendix B)

Request to add additional projects to the Civic Arts Work Plan during the contract period shall be approved by Council in a City Council meeting following a presentation of the public art in the workshop presented the month before.

APPENDIX B

The following is the Emerald Loop Work Plan art projects in the CITY of Greenville public spaces for Fiscal Year 2025-2026:

- 1. Partnership with purchasing and art retrofitting a new Emerald Express Trolley.
- 2. Designs for Intersection Murals on 5th Street (Pitt, Evans, and Reade)
- 3. Design and implementation of Intersection Murals at Reade/Dickinson Ave.
- 4. Continued plans for the design of Emerald Express trolley stops and shelters.
- 5. Overseeing the Emerald Loop Lighting Plan, serving as the liaison between the lighting designer and public and private entities for a districtwide lighting plan. This will include the continued implementation of the Brightspeed Tower's programming and improvements, and possible planning for the Fire Tower.
- 6. Planning for Dickinson Avenue to 10th Street walking trail with sculptures.
- 7. Planning for additional sculpture on Dickinson Avenue and Pitt Street.
- 8. Planning for additional public art on the Emerald Loop Route.

Request to add additional projects to the Emerald Loop Implementation Plan during the contract period shall be approved by Council in a City Council meeting following a presentation of the public art in the workshop presented the month before.
APPENDIX 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 (5) 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 (a) low-income, limited English (religion), proficiency, or disability in the selection and subcontractors, retention of including (b) procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination (6) 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.

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:

withholding payments to the contractor under the contract until the contractor complies; and/or

cancelling, terminating, or suspending a contract, in whole or in part.

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.

Vendor Name: Emerge Gallery & Art Center DBA Pitt County Arts Council at Emerge Vendor Number: <u>6838</u>

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

<u>Title of Item:</u>	Memorandum of Understanding with Pitt Community College for Development of Affordable Housing
<u>Explanation:</u>	As part of the City's 50-in-10 Affordable Housing Plan, staff is seeking approval of a Memorandum of Understanding (MOU) between the City of Greenville and Pitt Community College (PCC) to construct three affordable single-family homes. The units will be constructed on the PCC campus during the 2025-2026 school year and relocated to West Greenville. The project will require a total of \$450,000, and this includes an appropriation of \$200,000 from the City. Other potential funding partners include Greenville Utilities Commission, Pitt County, and private dollars. Program income from the sale of the properties will be reinvested in the community.
	Under this agreement:
	 The City will provide land and financial support for construction. PCC will engage students from its Construction and Industrial Trades program to complete construction as part of their hands-on workforce training.
	This pilot initiative reflects a dual investment in affordable housing and workforce development. The project will increase homeownership opportunities for low-to-moderate income households while preparing local students for careers in the skilled trades. Upon successful completion, the City and PCC will evaluate the potential to scale the model in future years to support the long-term goal of delivering 50 affordable housing units in 10 years.
	Staff seeks Council authorization to execute the MOU, allocate \$200,000, and move forward with planning and site preparation.
<u>Fiscal Note:</u>	The City will appropriate \$200,000 of the required \$450,000 to complete the project. Program income from the sale of the properties will be reinvested in the community.
Recommendation:	Staff recommends City Council authorize the City Manager to enter into, and modify as necessary, an agreement between the City of Greenville and Pitt Community College (PCC) detailed in a Memorandum of Understanding (MOU) to construct three affordable single-family homes contributing to the West Greenville affordable housing plan during the 2025-2026 program year and to



City of Greenville, North Carolina

Title of Item:	Consideration of Additional One-Stop Voting Sites
Explanation:	In accordance with the 2009 agreement between the City of Greenville and Pitt County Board of Elections, two One-Stop voting sites will be in operation. During past elections, the sites have been located at the Pitt County Agricultural Center at 403 Government Circle and the Community Schools Building located at 4561 County Home Road. On June 24, 2020, the State Board of Elections issued Memo 2020-13 providing directives for "in lieu of" sites. "In lieu of" sites are One-Stop voting sites for county board of elections offices that hold elections at sites other than its office. "In lieu of" sites must be located in the same city/town as the elections office and either be within 4 miles of the elections office or a 10-minute drive from the office. The two One-Stop voting sites will be confirmed by the Board of Elections.
	A municipality may request the Board of Elections provide additional One-Stop sites located within their jurisdiction. If approved by the Board of Elections, said municipality shall be responsible for all expenses related to the operation of additional One-Stop sites. Requests must be submitted to the Board of Elections before July 7, 2025. The Board of Elections will review requests and determine One-Stop voting sites.
<u>Fiscal Note:</u>	The Pitt County Board of Elections has estimated the City of Greenville's costs for the 2025 Municipal Election to be \$120,549.25. If the City of Greenville wishes to host additional One-Stop sites, the cost for each site is estimated to be \$11,529.37.
	 One additional site brings the estimated total to \$132,078.62 Two additional sites brings the estimated total to \$143,607.99
<u>Recommendation:</u>	Determine whether the City will request additional One-Stop voting sites for the 2025 Municipal Election and submit requests before July 7, 2025, to the Board of Elections.



City of Greenville, North Carolina

Title of Item:Budget Ordinance Amendment #11 Amending the 2024-25 City of Greenville
Budget (Ordinance #24-038), Vehicle Replacement Fund (Ordinance #24-038),
Housing Fund (Ordinance #24-038), Recreation & Parks Capital Project Fund
(Ordinance #17-024), Fire/Rescue Capital Project Fund (Ordinance #17-024),
Occupancy Tax Fund (Ordinance #11-003), Special Revenue Grant Fund
(Ordinance #11-003), ARPA Fund (Ordinance #21-053), and Affordable
Housing Fund (Ordinance #17-024)

Explanation:Attached for consideration at the June 9, 2025 City Council meeting is Budget
Ordinance Amendment #11 Amending the 2024-25 City of Greenville Budget
(Ordinance #24-038), Vehicle Replacement Fund (Ordinance #24-038), Housing
Fund (Ordinance #24-038), Recreation & Parks Capital Project Fund (Ordinance
#17-024), Fire/Rescue Capital Project Fund (Ordinance #17-024), Occupancy
Tax Fund (Ordinance #11-003), Special Revenue Grant Fund (Ordinance #11-
003), ARPA Fund (Ordinance #21-053), and Affordable Housing Fund
(Ordinance #17-024).

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

		Funds	Net
Item	<u>Justification</u>	<u>Amended</u>	Adjustment
А	Recognize revenues from	General Fund	\$87,500
	Duke Energy for a	Recreation & Parks	\$87,500
	Fishing Access Project	Capital Projects Fund	
В	Close out the Christopher	Special Revenue Grants	(\$15,525)
	Reeves Foundation Grant	Fund	
С	Scheduled allocation for		\$300,000
	the annual support for the	Occupancy Tax Fund	
	Convention and Visitor's		
	Bureau		
D	Reduction in allocated		(\$1,500)
	costs associated with the	ARPA Fund	
	Pipe Replacement Project		
E	Recognize CDBG		\$330,070
	Program income	Housing Fund	
	revenues		

F	Reallocation of funds	Fire/Rescue Capital	-
	from Fire Station #7	Projects Fund	\$401,732
	Project to the Vehicle	Vehicle Replacement	
	Replacement Fund	Fund	
G	Fund a new housing	General Fund	\$200,000
	project with cooperation	Affordable Housing	\$450,000
	from various external	Fund	
	stakeholders	I'ullu	

Fiscal Note:

The Budget Ordinance Amendment affects the following funds:

	<u>2024-25</u> <u>Revised</u>		<u>2024-25</u> Pudget per
Eurod	1	<u>Amendment</u>	Budget per Amend #11
Fund	<u>Budget</u>	<u>#11</u>	<u>Amena #11</u>
General	\$119,416,013	\$287,500	\$119,703,513
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	\$12,746,961	-	\$12,746,961
Stormwater	\$13,918,081	-	\$13,918,081
Inspections	\$1,750,000	-	\$1,750,000
Housing	\$3,352,357	\$330,070	\$3,682,427
Affordable Housing	\$3,903,600	\$450,000	\$4,353,600
Health Insurance	\$14,521,684	-	\$14,521,684
Vehicle Replacement	\$8,647,410	\$401,732	\$9,049,142
Facilities Improvement	\$2,066,911	-	\$2,066,911
Special Revenue Grants	\$19,744,764	(\$15,525)	\$19,729,239
Public Works Capital Projects	\$43,128,246	-	\$43,128,246
Recreation & Parks Capital Projects	\$33,537,646	\$87,500	\$33,625,146
Community Development Capital Projects	\$19,820,634	-	\$19,820,634
Occupancy Tax	\$4,699,328	\$300,000	\$4,999,328
Engineering Capital Projects	\$66,395,525	-	\$66,395,525
Fire/Rescue Capital Projects	\$12,317,183	-	\$12,317,183
Capital Project Management Fund	\$660,000	-	\$660,000
Donations	\$601,986	-	\$601,986
Enterprise Capital Projects	\$37,634,181	-	\$37,634,181
IT Capital Projects Fund	\$3,820,991	-	\$3,820,991
Capital Reserve Fund	\$5,000,000	-	\$5,000,000
Pitt-Greenville Convention and	\$2,177,542		\$2,177,542
Visitors Authority (CVA)	\$2,177,342	-	\$2,177,342
ARPA Fund	\$24,689,311	(\$1,500)	\$24,687,811
Opioid Settlement Fund	\$500,877	-	\$500,877

Recommendation: Approve Budget Ordinance Amendment #11 Amending the 2024-25 City of Greenville Budget (Ordinance #24-038), Vehicle Replacement Fund (Ordinance #24-038), Housing Fund (Ordinance #24-038), Recreation & Parks Capital Project Fund (Ordinance #17-024), Fire/Rescue Capital Project Fund (Ordinance #17-024), Occupancy Tax Fund (Ordinance #11-003), Special Revenue Grant Fund (Ordinance #11-003), ARPA Fund (Ordinance #21-053), and Affordable Housing Fund (Ordinance #17-024).

ATTACHMENTS

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ORDINANCE NO.25-

CITY OF GREENVILLE, NORTH CAROLINA Ordinance (#11) Amending the 2024-25 Budget (Ordinance #24-038), Vehicle Replacement Fund (Ordinance #24-038) Housing Fund (Ordinance #24-038), Recreation & Parks Capital Project Fund (Ordinance #17-024) Fire/Rescue Capital Project Fund (Ordinance #17-024), Occupancy Tax Fund Fund (Ordinance #11-003), Special Revenue Grant Fund (Ordinance #11-003), ARPA Fund (Ordinance #21-053), and Affordable Housing Fund (Ordinance #17-024).

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

Section I: Estimated Revenues and Appropriations. General Fund, of Ordinance #24-038 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

			Budge	t Amendme	ent #1	1				
		2024-25								2024-25
		Revised						Total		Budget per
		Budget		А.		G.	A	mend #11		Amend #11
ESTIMATED REVENUES										
Property Tax	\$	45,068,004	\$	-	\$		\$	-	\$	45,068,004
Sales Tax	Ψ	31,630,000	Ψ	-	Ψ	-	φ	-	Ψ	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		3,795,000		-		-		-		3,795,000
Rescue Service Transport		3,839,000		-		-		-		3,839,000
Parking Violation Penalties, Leases,		625,000		-		-		-		625,000
Other Revenues		1,325,222		87,500		-		87,500		1,412,722
Interest on Investments		5,800,889		-		-		-		5,800,889
Transfers In GUC		8,694,000		-		-		-		8,694,000
Transfers from Other Funds		265,000		-		-		-		265,000
Appropriated Fund Balance		5,016,898		-		200,000		200,000		5,216,898
Total Revenues	\$	119,416,013		87,500		200,000		287,500	\$	119,703,513
APPROPRIATIONS										
Marriel Cita Carriell	\$	527,592	\$		\$		\$		\$	527,592
Mayor/City Council	Ф		Ф	-	Э	-	\$	-	Ф	
City Manager		4,073,533		-		-		-		4,073,533
City Clerk		440,055		-		-		-		440,055
City Attorney		885,639		-		-		-		885,639
Human Resources		3,961,805		-		-		-		3,961,805
Information Technology Engineering		4,789,723		-		-		-		4,789,723
Fire/Rescue		6,756,241		-		-		-		6,756,241
Financial Services		21,928,610 4,214,165		-		-		-		21,928,610 4,214,165
Recreation & Parks		9,946,709				-				9,946,709
Police		33,845,397		-		_		_		33,845,397
Public Works		9,036,875				_				9,036,875
Planning & Development		1,710,075		-		-		-		1,710,075
Project Management		985,388		-		-		-		985,388
Neighborhood & Business Services		2,217,482		-		-		-		2,217,482
OPEB		700,000		-		-		-		700,000
Contingency		27,000		-		-		-		27,000
Indirect Cost Reimbursement		(1,950,887)		-		-		-		(1,950,887)
Total Appropriations	\$	104,095,403	\$	-	\$	-	\$	-	\$	104,095,403
OTHER FINANCING SOURCES										
Transfers to Other Funds	\$	15,320,610	\$	87,500	\$	200,000	\$	287,500	\$	15,608,110
Total Other Financing Sources	\$	15,320,610	\$	87,500	\$	200,000	\$	287,500	\$	15,608,110
Total Approp & Other Fin Sources	\$	119,416,013	\$	87,500	\$	200,000	\$	287,500	\$	119,703,513

Section II: Estimated Revenues and Appropriations. Vehicle Replacement Fund, of Ordinance #24-038 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

ESTIMATED REVENUES		2024-25 Revised Budget	 F.	A	Total mend #11	В	2024-25 Budget per Amend #11
Transfer from City Departments Transfer from Other Funds Appropriated Fund Balance	\$	3,601,408 - 5,046,002	\$ 401,732	\$	401,732	\$	3,601,408 401,732 5,046,002
Total Revenues	\$	8,647,410	\$ -	\$	-	\$	9,049,142
APPROPRIATIONS							
Vehicle Replacement Fund	\$	8,647,410	\$ 401,732	\$	401,732	\$	9,049,142
Total Appropriations	\$	8,647,410	\$ 401,732	\$	401,732	\$	9,049,142

Section III: Estimated Revenues and Appropriations. Housing Fund, of Ordinance #24-038 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

ESTIMATED REVENUES	 2024-25 Revised Budget	 Е.	A	Total mend #11	2024-25 Budget per Amend #11
CDBG Grant Income HOME Grant Income Transfer from General Fund NC Tri-Party Grant Other Revenues	\$ 1,037,668 565,103 442,827 70,000 1,236,759	\$ 330,070	\$	330,070	\$ 1,037,668 565,103 442,827 70,000 1,566,829
Total Revenues	\$ 3,352,357	\$ 330,070	\$	330,070	\$ 3,682,427
APPROPRIATIONS					
Personnel Operating	\$ 552,128 2,800,229	\$ - 330,070	\$	- 330,070	\$ 552,128 3,130,299
Total Appropriations	\$ 3,352,357	\$ 330,070	\$	330,070	\$ 3,682,427

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

	 2024-25 Revised Budget		А.		А.		А.		Total nend #11	2024-25 Budget per Amend #11
ESTIMATED REVENUES										
Restricted Intergovernmental	\$ 1,622,457	\$	-	\$	-	\$ 1,622,457				
Transfer from General Fund	3,498,053		87,500		87,500	3,585,553				
Transfer from Capital Reserve	5,128,822		-		-	5,128,822				
Transfer from CD Cap Proj Fund	82,965		-		-	82,965				
Transfer from FIP	154,818		-		-	154,818				
Transfer from FEMA-Hurricane	317,340		-		-	317,340				
Transfer from PW Cap Proj Fund	74,870		-		-	74,870				
Transfer from Occupancy Tax Reserve	617,900		-		-	617,900				
Special Donations	2,082,755		-		-	2,082,755				
Miscellaneous Revenue	567,148		-		-	567,148				
Appropriated Fund Balance	971,573		-		-	971,573				
Long Term Financing	18,418,945		-		-	18,418,945				
Total Revenues	\$ 33,537,646	\$	87,500	\$	87,500	\$ 33,625,146				
APPROPRIATIONS										
Water Sports Facility Project	\$ 306,325	\$	-	\$	-	\$ 306,325				
Wildwood Park	11,191,321		-		-	11,191,321				
Transfer to General Fund	9,000		-		-	9,000				
Sports Complex Feasibility Study	117,900		-		-	117,900				
Guy Smith Improvements	1,051,403		-		-	1,051,403				
Greenfield Terrace	766,361		-		-	766,361				
Elm Street Improvements	44,870		-		-	44,870				
NC PARTF - Woodlawn Park	600,000		-		-	600,000				
Wildwood Fishing Access	-		87,500		87,500	87,500				
Town Common Bulkhead Project	19,000,000		-		-	19,000,000				
Transfer to Other Funds	450,466		-		-	450,466				
Total Appropriations	\$ 33,537,646	\$	87,500	\$	87,500	\$ 33,625,146				

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

		2024-25 Revised Budget	 F.	A	Total mend #11	2024-25 Budget per Amend #11
ESTIMATED REVENUES						
Debt Proceeds	\$	8,218,484	\$ -	\$	-	\$ 8,218,484
Transfer from Debt Project		398,699	-		-	398,699
Special Fed/State/Loc Grant		3,000,000	-		-	3,000,000
Transfer from General Fund		220,000	-		-	220,000
Sale of Property		480,000	-		-	480,000
Donations		-	-		-	-
Total Revenues	\$	12,317,183	\$ -	\$	-	\$ 12,317,183
APPROPRIATIONS						
Fire Station #7	\$	6,817,183	\$ (401,732)	\$	(401,732)	\$ 6,415,451
Public Safety Comm. Equipment		5,500,000	-			5,500,000
Transfer to Other Funds		-	401,732		401,732	401,732
Total Appropriations	\$	12,317,183	\$ -	\$	-	\$ 12,317,183

Section VI: Estimated Revenues and Appropriations. Occupancy Tax Fund, of Ordinance #11-003 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

		2024-25 Revised Budget	 C.	A	Total mend #11	2024-25 Budget per Amend #11
ESTIMATED REVENUES						
Occupancy Tax	\$	1,669,738	\$ -	\$	-	\$ 1,669,738
Transfer from Public Works Capital Projects		1,866,866	-		-	1,866,866
Transfer from Debt Service		1,162,724	-		-	1,162,724
Appropriated Fund Balance		-	300,000		300,000	300,000
Total Revenues	\$	4,699,328	\$ 300,000	\$	300,000	\$ 4,999,328
APPROPRIATIONS						
Occupancy Tax Reserves	\$	2,282,386	\$ -	\$	-	\$ 2,282,386
Service Charge/Collection Fee		58,000	-		-	58,000
Payments to CVB		1,050,000	300,000		300,000	1,350,000
Transfer to Facilities Improvement		100,000	-		-	100,000
Transfer to Other Funds		1,208,942	-		-	1,208,942
Total Appropriations	\$	4,699,328	\$ 300,000	\$	300,000	\$ 4,999,328

Section VII: 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		В.	Total Amend #11	2024-25 Budget per Amend #10	
ESTIMATED REVENUES							
Special Fed/State/Loc Grant	\$	16,066,667	\$	(15,525) \$	(15,525)	\$	16,051,142
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		48,235		-	-		48,235
Other Income		262,893		-	-		262,893
Total Revenues	\$	19,744,764	\$	(15,525) \$	(15,525)	\$	19,729,239
APPROPRIATIONS							
Personnel	\$	2,319,850	\$	- \$	-	\$	2,319,850
Operating		6,584,568		(15,525)	(15,525)		6,569,043
Capital Outlay		2,006,385		-	-		2,006,385
Transfers		30,419		-	-		30,419
COVID-19		1,526,923		-	-		1,526,923
Rural Housing Recovery Grant		350,000		-	-		350,000
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
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
Total Appropriations	\$	19,744,764	\$	(15,525) \$	(15,525)	\$	19,729,239

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

	2024-25 Revised Budget	 D.	Total Amend #11		2024-25 Budget per Amend #11	
ESTIMATED REVENUES						
Restricted Intergovernmental	\$ 24,689,311	\$ (1,500)	\$ (1,500)	\$	24,687,811	
Total Revenues	\$ 24,689,311	\$ (1,500)	\$ (1,500)	\$	24,687,811	
APPROPRIATIONS						
CSLRF Project	\$ -	\$ -	\$ -	\$	-	
Premium Pay for Employees	282,500	-	-		282,500	
BUILD Grant City Match	9,813,000	-	-		9,813,000	
E. 4th St. Reconstruction	186,583	-	-		186,583	
Small Business/Non-Profit Assistance	455,000	-	-		455,000	
Greenfield Terrace Improvements	321,350	-	-		321,350	
Dream Park Community Rec Center	2,607,961	-	-		2,607,961	
PW Drainage Pipe Replacement	10,000,417	(1,500)	(1,500)		9,998,917	
Town Common Bulkhead	1,022,500	-	-		1,022,500	
Total Appropriations	\$ 24,689,311	\$ -	\$ -	\$	24,687,811	

Section IX: Estimated Revenues and Appropriations. Affordable Housing Fund, of Ordinance #17-024 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	 2024-25 Revised Budget		G.		Total Amend #11		2024-25 Budget per Amend #11	
ESTIMATED REVENUES								
Special Fed/State/Loc Grant	\$ 403,000	\$	-	\$	-	\$	403,000	
Restricted Intergovernmental	-		150,000		150,000		150,000	
Sales & Services	1,795,100		-		-		1,795,100	
Transfer from Other Funds	-		200,000		200,000		200,000	
Other Revenues	1,705,500		100,000		100,000		1,805,500	
Total Revenues	\$ 3,903,600	\$	450,000	\$	450,000	\$	4,353,600	
APPROPRIATIONS								
Personnel	\$ -	\$	-	\$	-	\$	-	
Operating	3,903,600		450,000		450,000		4,353,600	
Total Appropriations	\$ 3,903,600	\$	450,000	\$	450,000	\$	4,353,600	

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

Adopted this 9th day of June, 2025

P. J. Connelly, Mayor

ATTEST:

Valerie P. Shiuwegar, City Clerk