



Agenda

Greenville City Council

June 8, 2015
6:00 PM
City Council Chambers
200 West Fifth Street

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

I. Call Meeting To Order

II. Invocation - Council Member Smiley

III. Pledge of Allegiance

IV. Roll Call

V. Approval of Agenda

- **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.

VI. Consent Agenda

1. Minutes from the May 26, 2015 Joint City Council - Greenville Utilities Commission meeting
2. Resolution amending the Assignment of Classes to Pay Grades and Ranges (Pay Plan)
3. Right-of-way encroachment agreement with Evans Street Properties, LLC to encroach over the public street rights-of-way of East Third Street with an awning which is attached to and part of an ATM walk-up kiosk to be situated on the north side of East Third Street and about 75 feet west of Cotanche Street

4. Certification agreement with Green Building Certification Institute for LEED Certification for the Greenville Transportation Activity Center (GTAC)
5. Authorization to submit a Lead-Based Paint Hazard Control Grant application to the U.S. Department of Housing and Urban Development
6. Resolution to abandon an electric easement for East Carolina University (Medical Foundation of East Carolina University, Inc.) and authorize the deed of release
7. Purchase of real property for the NC Highway 43 Regulator Station as part of the Greenville Utilities Commission Northwestern Loop High-Pressure Natural Gas Main Extension Project
8. Ordinance and reimbursement resolution for amendments to Greenville Utilities Commission FY 2014-15 Budget for Operations and Capital Projects
9. Award of a pre-event contract for Debris Management and Removal Services in the event of a natural disaster
10. Award of a pre-event contract for Debris Removal Monitoring Services in the event of a natural disaster
11. Award of Audit Contract for Federal Forfeiture Funds
12. Report on bids and contracts awarded
13. Various tax refunds greater than \$100
14. Budget ordinance amendment #10 to the 2014-2015 City of Greenville budget (Ordinance #14-036), amendment to the COPS Law Enforcement Technology Capital Project Fund (Ordinance #07-162), amendment to the FEMA - Hurricane Irene Project Fund (Ordinance #11-068), amendment to the South Tar River Greenway Capital Project Fund (Ordinance #06-23), amendment to the Dream Park Capital Project Fund (Ordinance #12-030), and amendment to the Greenways Capital Project Fund (Ordinance #12-007.02)

VII. Old Business

15. Report on Input on a Proposal to Amend Greenville City Council Terms

VIII. New Business

Public Hearings

16. Public hearing on proposed fiscal year 2015-2016 budgets including public hearing to be held concurrently on proposed stormwater management utility rate increase
 - a. City of Greenville including Sheppard Memorial Library and Pitt-Greenville Convention &

Visitors Authority

b. Greenville Utilities Commission

Other Items of Business

17. Presentations by Boards and Commissions

- a. Police Community Relations Committee
- b. Neighborhood Advisory Board

18. Amendment to agreement with Pitt County and Pitt-Greenville Airport Authority relating to construction of an airplane hangar

19. Presentation on the Greenville Transportation Activity Center preferred architectural design

20. Change Order for the 2014 Street Resurfacing Project contract

21. Contract award for the Pedestrian Improvement Project

22. Update on the Local Preference Policy and the Retention of Professional and Other Services Policy and resolution adopting recommendations for amending the policies

IX. Review of June 11, 2015, City Council Agenda

X. Comments from Mayor and City Council

XI. City Manager's Report

23. Monthly Update on Performance Management System

XII. Closed Session

- To prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes, said law rendering the information as privileged or confidential being the Open Meetings Law
- To discuss matters relating to location or expansion of industries or other businesses in the area served by the public body
- To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body

XIII. Adjournment



City of Greenville, North Carolina

Meeting Date: 6/8/2015
Time: 6:00 PM

Title of Item: Minutes from the May 26, 2015 Joint City Council - Greenville Utilities Commission meeting

Explanation: Proposed minutes from a Special Joint Meeting of the City Council and the Greenville Utilities Commission held on May 26, 2015 are presented for review and approval.

Fiscal Note: There is no direct cost to the City

Recommendation: Review and approve minutes from a Special Joint Meeting of the City Council and the Greenville Utilities Commission held on May 26, 2015.

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

[Proposed_Minutes_of_the_May_26_2015_Special_Joint_City_GUC_Meeting_1005575](#)

PROPOSED MINUTES
SPECIAL MEETING OF THE CITY COUNCIL
AND THE GREENVILLE UTILITIES COMMISSION
BOARD OF COMMISSIONERS
TUESDAY, MAY 26, 2015



Having been properly advertised, a Special Joint Meeting of the Greenville City Council and the Greenville Utilities Commission Board of Commissioners (GUC Board) was held on Tuesday, May 26, 2015 in the GUC Board Room, located on the second floor of the Greenville Utilities Main Office Building at 401 S. Greene Street in Greenville, with Mayor Allen M. Thomas presiding for the City Council and Chair John Minges presiding for the GUC Board. Mayor Thomas and GUC Chair Minges each called the meeting to order at 5:32 p.m.

Those present from the City Council:

Mayor Allen M. Thomas, Mayor Pro-Tem Calvin Mercer, and Council Members Kandie Smith, Rose H. Glover, Marion Blackburn, Rick Smiley and Richard Croskery

Those Absent:

None

Also present from the City of Greenville:

Barbara Lipscomb, City Manager; David A. Holec, City Attorney and Carol L. Barwick, City Clerk

Those present from the GUC Board:

Chair John Minges, Chair-Elect Chip Little, Secretary Don Mills, Commissioners Rebecca Blount, Virginia Hardy, Barbara Lipscomb and Dennis Mitchell (via telephone).

Those Absent:

Joel Butler

Also present from the Greenville Utilities Commission:

Tony Cannon, General Manager/CEO; Phillip R. Dixon, General Counsel; Amy Quinn, Executive Assistant to the General Manager/CEO and Kristen Slocum, Staff Support Specialist II.

Chair Minges called the meeting to order and ascertained that a quorum was present. Mayor Thomas called the meeting to order and ascertained that a quorum was present.

APPROVAL OF THE AGENDA

Upon motion by Commissioner Hardy and seconded by Commissioner Little, the GUC Board unanimously approved the agenda.

Upon motion by Council Member Croskery and seconded by Council Member Blackburn, the Greenville City Council unanimously approved the agenda.

PUBLIC COMMENT PERIOD

Mayor Thomas opened the public comment period and explained the procedures to be followed by anyone who wished to speak at the Joint Meeting.

There being no one present who wished to address the City Council or GUC Board, on behalf of both bodies Mayor Thomas closed the public comment period at 5:34 p.m.

ITEMS OF BUSINESS

ADOPTION OF A RESOLUTION BY THE GREENVILLE UTILITIES COMMISSION AND ADOPTION OF AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF GREENVILLE TO APPROVE THE SALE OF THE NORTH CAROLINA EASTERN MUNICIPAL POWER AGENCY (NCEMPA) GENERATING ASSETS TO DUKE ENERGY PROGRESS (DEP) BY APPROVING THE TRANSACTIONS CONTEMPLATED BY THE ASSET PURCHASE AGREEMENT AND THE FULL REQUIREMENTS POWER PURCHASE AGREEMENT BETWEEN NCEMPA AND DEP, AND BY APPROVING AND AUTHORIZING THE EXECUTION OF THREE (3) CONTRACTS BETWEEN NCEMPA AND THE CITY OF GREENVILLE; AND NCEMPA AND GREENVILLE UTILITIES COMMISSION AS FOLLOWS: (1) DEBT SERVICE SUPPORT CONTRACT, (2) FULL REQUIREMENTS POWER SALES AGREEMENT AND (3) POWER SALES AGREEMENT TERMINATION AGREEMENT

Chair Minges introduced Mr. Cannon, General Manager/CEO of GUC who provided a brief summary concerning the proposed purchase by DEP of five electric generating facilities of NCEMPA. Mr. Cannon then introduced Roy Jones, Chief Operating Officer of Electricities of NC, who reminded the boards that the NCEMPA was established in 1978 to provide wholesale power to 32 members in eastern North Carolina. Due to continued double digit rate increases for wholesale power and reliability concerns in the 1970s, the NCEMPA members, together with Duke Progress Energy, formerly Carolina Light and Power, invested in five electric generation facilities.

Mr. Jones stated that in February 2014, NCEMPA entered into negotiations with DEP regarding the potential sale of NCEMPA's ownership in the generation facilities in an effort to provide more competitive electric rates. In September 2014, NCEMPA and DEP agreed to the terms of an agreement and an Asset Purchase Agreement and a Full Requirements Purchase Power Agreement were executed. At the close of the transaction, DEP will pay NCEMPA \$1.2 billion for the assets; however, a residual debt of \$492 million will remain following the close of the transaction, which represents a reduction in debt service of 75% that will be paid over ten (10)

years. The long-term power supply contract will provide reliable power to the 32 members, will represent an 18% reduction in wholesale power costs, and provides a 3% savings over the next 30 years to NCEMPA in total. Individual member savings vary.

Mr. Cannon stated the proposed transaction and entering into a new power supply contract brings opportunities for GUC to continue to provide reliable power to its customers with lower rates. In order to protect GUC's member interests and its customers, GUC assembled a team to provide due diligence on the proposed transaction. Mr. Cannon introduced GUC's team which consisted of Craig Brown, Black and Veatch; Randy Finken, First Southwest; John Adragna, McCarter and English; Phil Dixon, GUC's General Counsel and Eric Hebert, Sidley Austin.

Next, Mr. Brown of Black and Veatch explained that his firm evaluated the power supply costs for the years 2015-2046 under the proposed sale compared to the "Status Quo" (current NCEMPA contract). Scenarios illustrated significant savings in the first 10 (ten) years, with higher costs in the next 20 (twenty) years. The initial reduction for GUC will be 15.8% in wholesale power supply costs with a net present value savings of 3.2% over 30 years. Additionally, the power supply risks were analyzed and moving forward with the transaction would provide availability to a broader mix of power supply sources.

Mr. Ficken with First Southwest stated that GUC's portion of the \$492 million bond defeasance is approximately \$100 million and after review and analysis, it is in GUC and NCEMPA's best interests for the power agency to issue new debt to defease existing debt.

Mr. Adragna reviewed the following contracts that the boards will be considering for approval and authorization to execute necessary to consent to the potential sale:

1. The Full Requirements Power Sales Agreement

The Full Requirements Power Sales Agreement will be in effect until December 31, 2046, unless earlier termination in accordance with its terms. The Agreement provides each of NCEMPA's members full requirements power supply and assures full recovery of NCEMPA's costs of service including debt defeasance.

2. Debt Service Support Contract

The Debt Service Support Contract states that each member pays its proportional share of the monthly support costs (all debt-related costs). Member rates must recover all costs associated with the two contracts. It assures the revenues are there to pay off the bond.

3. Power Sales Agreements Termination Agreement

The Power Sales Agreements Termination Agreement terminates the existing power sales agreement with NCEMPA.

Mr. Cannon thanked the team and the GUC staff. Following much discussion about the debt defeasance and power supply analysis, GUC General Counsel Dixon read the Resolution being considered for adoption by the GUC Board. Commissioner Hardy made a motion to adopt the Resolution that approves the sale of the NCEMPA generating assets to DEP; and approves and authorizes the execution of the following contracts among NCEMPA, the City of Greenville and Greenville Utilities Commission: 1. Debt Service Support Contract, 2. Full Requirements Power Sales Agreement and 3. Power Sales Agreements Termination Agreement; Commissioner Mills seconded the motion. The motion passed unanimously.

City Attorney Holec, read the Ordinance to be adopted and Council Member Smith made a motion to adopt the Ordinance that approves the sale of the NCEMPA generating assets to DEP; and approves and authorizes the execution of the following contracts among NCEMPA, the City of Greenville and Greenville Utilities Commission: 1. Debt Service Support Contract, 2. Full Requirements Power Sales Agreement and 3. Power Sales Agreements Termination Agreement; Council Member Blackburn seconded the motion. The motion passed unanimously.

ADJOURNMENT

There being no further business, Commissioner Hardy moved for adjournment and Commissioner Little seconded the motion. The motion passed unanimously. Council Member Smith made a similar motion which was seconded by Council Member Croskery. The motion passed unanimously.

Without objection, Mayor Thomas and Chair Minges announced that the Special Joint Meeting would stand adjourned at 6:07 p.m

Prepared By:
Kristen Slocum, Staff Support Specialist II
Greenville Utilities Commission

Respectfully submitted,



Carol L. Barwick, CMC
City Clerk



City of Greenville, North Carolina

Meeting Date: 6/8/2015
Time: 6:00 PM

Title of Item: Resolution amending the Assignment of Classes to Pay Grades and Ranges (Pay Plan)

Explanation: **Abstract:** Amend the Pay Plan by deleting the three lowest pay grades, implementing pay grade adjustments as outlined in the 5-Year True-Up Market Study, reclassifying a position within the Police Department, amending the allocation of positions within the City Manager's Office and the Financial Services Department, and adding a new position within the Financial Services Department.

1) **Establish a new minimum starting salary threshold for the Pay Plan, with pay grade 105 becoming Pay Plan's lowest pay grade**

At the April 20, 2015 joint City Council-Greenville Utilities Commission meeting, City Council requested that the City Manager provide information on alternative pay adjustments and living wages. Information was presented by City staff to City Council at the May 11, 2015 meeting. The discussion was tabled at the May 11, 2015 meeting until all Council could be present. Information was again presented by City staff to City Council at the May 26, 2015 meeting. Three scenarios were presented, and the motion to approve Scenario #3 (pay grade 105 becomes Pay Plan's lowest pay grade) was approved by Council at the May 26, 2015 meeting. The revised Pay Plan implements Council's action at the May 26, 2015 meeting.

2) **Implementation of pay adjustments outlined in 5-Year True-Up Market Study**

At the April 20, 2015 joint City Council-Greenville Utilities Commission meeting, City Council approved the recommended pay adjustments outlined in the Segal Waters' Study to adjust the pay of 17 City employees whose pay is below the applicable pay range. The revised Pay Plan implements Council's action at the April 20, 2015 meeting.

3) **Reclassification:** Restructuring within the Police Department has resulted in the submittal for reclassification as follows:

| | | | |
|--|--|--|--|
| | | | |
|--|--|--|--|

| Current position title | Current pay grade | Proposed position title | Proposed pay grade |
|--------------------------|-------------------|------------------------------|--------------------|
| PAL/Off-Duty Coordinator | 111 | Police Technology Specialist | 111 |

The reclassification of the PAL/Off-Duty Coordinator position to Police Technology Specialist will provide oversight and coordination of the various technologies such as body worn cameras, in-car cameras, VIPER radios, mobile data terminals, cellular phones, and the Public Safety Camera System used by the Police Department. The PAL/Off-Duty Coordinator position has been vacant since November 2014, and the duties of that position have been transitioned to appropriate sworn and civilian personnel within the Police Department.

4) Reallocation of positions from the Financial Services Department to the City Manager’s Office

With the establishment of the newly created Office of Budget and Evaluation, the Internal Auditor (pay grade 119) and Financial Analyst (pay grade 116) positions are proposed to be reallocated from the Financial Services Department to the City Manager’s Office of Budget and Evaluation. These two positions will report to the Assistant City Manager position serving as the chief developer of the annual budget and capital improvement plan. No change in pay grade is proposed as a result of the reallocation.

5) New position within Financial Services Department

A Business Analyst position is proposed for the Financial Services Department as a result of the implementation of the new Enterprise Resource Planning (ERP) system – Munis. The position will provide analysis and business liaison support for the ERP system by serving as primary contact for assigned business units. The primary purpose of the position will be to oversee and manage the ERP system work plans, project and work plan performance, and City-wide organizational development as it pertains to the financial environment. Segal Waters Consulting has evaluated the proposed position of Business Analyst and has recommended placement of the position in pay grade 115.

Fiscal Note:

- 1) The pay of current employees in pay grades 102 – 104 will increase to at least \$13.29/hour (5% above minimum of pay grade 105). Employees currently making at least \$13.29/hour will see no change in pay. As a result of the change, 22 employees will be impacted at a cost of \$26,893.15.
- 2) \$84,216.08 (Note: \$48,387.04 to bring employees’ pay to minimum of applicable pay range or 5% pay adjustment; \$35,829.04 for internal equity adjustments)
- 3) No fiscal impact
- 4) No fiscal impact
- 5) \$70,716 (salary and benefits)

Total fiscal impact: \$181,825.23 (included in FY 2015-2016 budget)

Recommendation: Approve the resolution amending the Assignment of Classes to Pay Grades and Ranges (Pay Plan) to incorporate the proposed changes effective June 27, 2015.

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [Resolution amending pay plan effective 7_1_15_1005144](#)

RESOLUTION NO. _____

A RESOLUTION AMENDING THE CITY OF GREENVILLE
ASSIGNMENT OF CLASSES TO SALARY GRADES AND RANGES (PAY PLAN)

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

Section 1. The City of Greenville Assignment of Classes to Salary Grades and Ranges is hereby amended by adding the following classifications:

| <u>Classification Title</u> | <u>Pay Grade</u> |
|-----------------------------------|------------------|
| Custodian | 105 |
| Equipment Operator I/II | 105 |
| Grounds Maintenance Worker | 105 |
| Laborer | 105 |
| Library Clerk | 105 |
| Refuse Collector | 105 |
| Police Technology Specialist | 111 |
| Code Enforcement Officer | 111 |
| Lead Code Enforcement Officer | 112 |
| Building Inspector | 114 |
| Parts Manager | 114 |
| Business Analyst | 115 |
| Building Inspector/Plans Reviewer | 116 |
| Systems Analyst I | 116 |
| Systems Analyst II | 117 |
| Systems Analyst III | 118 |
| Systems Analyst IV | 119 |
| Database Administrator | 119 |
| Applications Manager | 122 |
| IT Infrastructure Manager | 122 |
| Support Services Manager | 122 |

Section 2. The City of Greenville Assignment of Classes to Salary Grades and Ranges is hereby amended by deleting the following classifications:

| <u>Classification Title</u> | <u>Pay Grade</u> |
|-----------------------------|------------------|
| Custodian I | 102 |
| Custodian II | 103 |
| Laborer | 103 |

1005144

| | |
|-----------------------------------|-----|
| Library Clerk | 103 |
| Refuse Collector | 103 |
| Equipment Operator I | 104 |
| Grounds Maintenance Worker | 104 |
| Equipment Operator II | 105 |
| Code Enforcement Officer | 110 |
| Lead Code Enforcement Officer | 111 |
| PAL/Off-Duty Coordinator | 111 |
| Parts Manager | 113 |
| Building Inspector | 113 |
| Building Inspector/Plans Reviewer | 115 |
| Systems Analyst I | 115 |
| Systems Analyst II | 116 |
| Systems Analyst III | 117 |
| Systems Analyst IV | 118 |
| Database Administrator | 118 |
| Applications Manager | 121 |
| IT Infrastructure Manager | 121 |
| Support Services Manager | 121 |

Section 3. The City of Greenville Assignment of Classes to Salary Grades and Ranges is hereby amended by deleting the following pay grades:

Pay Grade 102
Pay Grade 103
Pay Grade 104

Section 4. All inconsistent provisions of former resolutions, ordinances, or policies are hereby repealed.

Section 5. This resolution shall be effective June 27, 2015.

Adopted this the 8th day of June, 2015.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

1005144



City of Greenville, North Carolina

Meeting Date: 6/8/2015
Time: 6:00 PM

Title of Item: Right-of-way encroachment agreement with Evans Street Properties, LLC to encroach over the public street rights-of-way of East Third Street with an awning which is attached to and part of an ATM walk-up kiosk to be situated on the north side of East Third Street and about 75 feet west of Cotanche Street

Explanation: **Abstract:** The City has received a request from Evans Street Properties, LLC to encroach over the public street rights-of-way of East Third Street with an awning.


Explanation: Attached for City Council's consideration is a right-of-way encroachment agreement setting out the terms by which Evans Street Properties, LLC can encroach over the public street rights-of-way of East Third Street with an awning which is attached to and part of an ATM walk-up kiosk to be situated on the north side of East Third Street and about 75 feet west of Cotanche Street.

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

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

Recommendation: City Council approve the right-of-way encroachment agreement permitting Evans Street Properties, LLC to encroach over the public street rights-of-way of East Third Street with an awning which is attached to and part of an ATM walk-up kiosk to be situated on the north side of East Third Street and about 75 feet west of Cotanche Street.

Attachments / click to download

 [Encroachment Agreement](#)

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

STATE OF NORTH CAROLINA
COUNTY OF PITT

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

Right of Way Encroachment Agreement
E. Third Street

THIS AGREEMENT made and entered into this the 8th day of June, 2015, by and between the **CITY OF GREENVILLE**, Party of the First Part and hereinafter sometimes referred to as the **CITY**, and **EVANS STREET PROPERTIES, LLC**, a North Carolina Limited Liability Corporation with principle address: 2825 S. Charles Boulevard, Greenville, NC 27858, Party of the Second Party and hereinafter sometimes referred to as the **OWNER**;

W I T N E S S E T H

THAT WHEREAS, the OWNER desires to encroach over the public right of way of the public street designated as E. Third Street with an awning which is attached to and part of an ATM walk-up Kiosk to be situate on the north side of E. Third Street and about 75 feet west of Cotanche Street as shown on Attachment "A";

WHEREAS, it is to the material advantage of the OWNER to effect this encroachment, and the CITY, in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of ways as indicated on attachment "A", subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the execution of this Agreement by the CITY, the benefits flowing to the OWNER, and the covenants and agreements herein contained with respect to the obligations of the OWNER hereunder, the CITY does hereby give and grant unto the OWNER, the right and privilege to make the encroachment, as shown on attachment "A", subject to the conditions contained in this Agreement.

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

The covenants and agreements to be performed by the OWNER as a part of the

consideration for this encroachment agreement are as follows:

1. All costs of construction and maintenance of the encroaching structure will be at the sole cost and expense of the OWNER.
2. All damages to the right of ways, including the traveled portion of the street located thereon, or to facilities maintained by Greenville Utilities Commission as a result of the construction or maintenance of the encroaching structure shall be borne by the OWNER, including but not limited to the following:
 - a. Restoring the traveled portion of the street to good, passable condition for use by the public.
 - b. Repairing any damage to the existing curbing or sidewalks.
 - c. Repairing any damage to facilities maintained by Greenville Utilities Commission
3. Any damage to the OWNER's encroaching structure caused by the CITY's or Greenville Utilities Commission use of its right of ways for construction or maintenance work in the ordinary course of its business shall be borne by the OWNER.
4. The OWNER shall maintain the encroaching structure so that it does not interfere with the utilization of the right of way by the CITY or utilization by the Greenville Utilities Commission of the right of way or facilities maintained by Greenville Utilities Commission.
5. The OWNER shall install and maintain the encroaching structure in such safe and proper condition that it will not obstruct or interfere with the proper maintenance of the right of way, or facilities maintained by Greenville Utilities Commission and if at any time in the future the CITY shall require the removal of or changes in the location of the encroaching structure, the OWNER shall promptly remove or alter the location of the encroaching structure in order to conform to such requirements without cost to the CITY.
6. The OWNER hereby agrees to indemnify and save the CITY and its officers and employees harmless from all damages and claims for damage that may arise by reason of the installation and maintenance of the encroaching structure.
7. The OWNER agrees to exercise every reasonable precaution during construction and maintenance of the encroaching structures to prevent damage to the right of way or facilities maintained by Greenville Utilities Commission. The OWNER shall comply with all applicable rules, regulations, and ordinances of the CITY as well as those of state and federal regulatory agencies. Whenever any installation or maintenance operation by the OWNER or its contractors disturbs the ground surface, the OWNER agrees to return the area as nearly as possible to its condition prior to disturbance.
8. The OWNER agrees to maintain membership in good standing with North Carolina 811, Inc. during the life of the encroachment.
9. The OWNER agrees to assume the actual cost of any inspection of the OWNER's work considered to be necessary by the CITY.

10. In the event of noncompliance by the OWNER with any of the covenants and agreements herein contained, the CITY reserves the right to stop all works by the OWNER until the OWNER complies, or to cause the removal of the encroaching structure from its right of way or from City property without cost to the CITY.

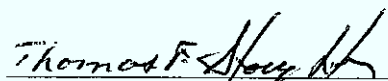
11. Notwithstanding any other provision of this Agreement, the CITY may terminate the right, privilege, and easement granted herein by the provision of at least thirty (30) days written notice to the OWNER.

IT IS UNDERSTOOD AND AGREED that after completion of the construction of the encroaching structures, the OWNER may assign, subject to the conditions contained in this Agreement, the encroachment rights under this Agreement to the Homeowners' Association provided that said assignment is in writing with the association, agreeing to perform and abide by the covenants and conditions to be performed by the OWNER contained in this Agreement and provided that a copy of said assignment is delivered to the CITY within ten (10) days of the execution of the assignment.

IT IS UNDERSTOOD AND AGREED that this Agreement shall become null and void if actual installation of the encroaching structure is not complete within one (1) year from the date of the execution of this Agreement.

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

EVANS STREET PROPERTIES, LLC

 (Seal)
Thomas F. Stoughton
Manager Member

CITY OF GREENVILLE

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

APPROVED AS TO FORM:

David A. Holec, City Attorney

RECOMMENDED:

Kevin Mulligan, P.E., Director of Public Works

State of North Carolina
County of Pitt

I, Polly Jones, Notary Public for said County and State, do hereby certify that Carol L. Barwick personally appeared 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 an 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 Notarial Seal, this the 8th day of June, 2015.

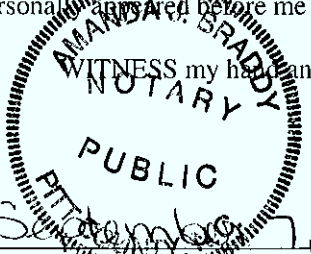
Notary Public

My Commission Expires: August 5, 2016

State of North Carolina
County of Pitt

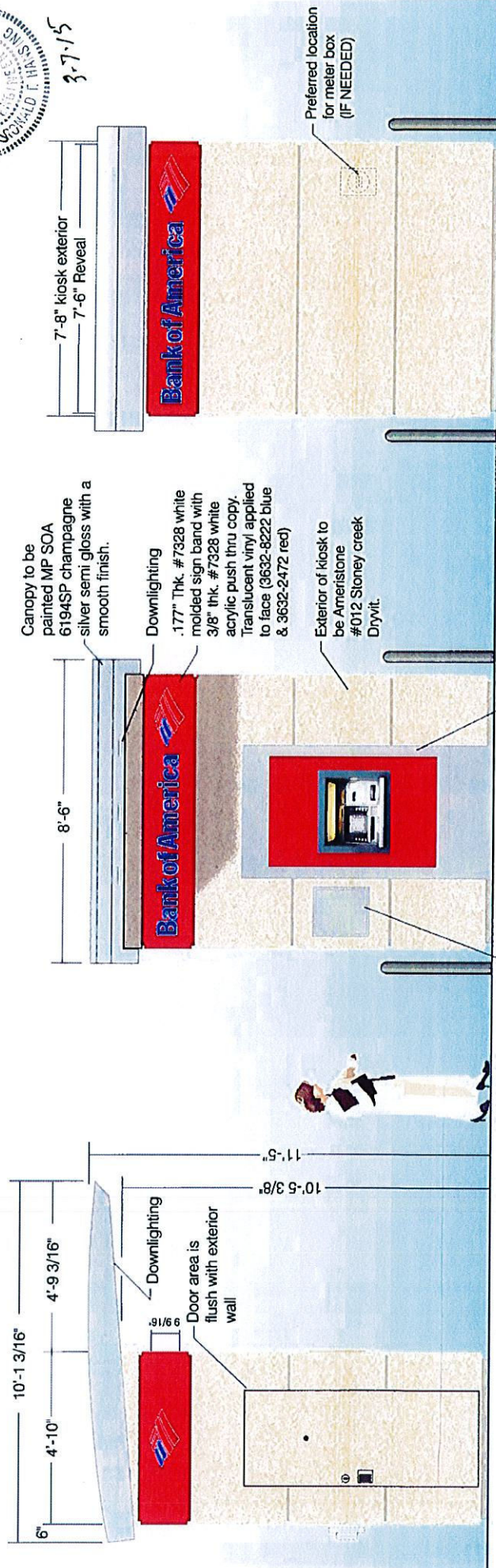
I, Amanda J. Braddy, Notary Public of said County and State, do hereby certify that **Thomas F. Stoughton**, Manager Member of EVANS STREET PROPERTIES, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this the 27th day of May, 2015.


My Commission Expires September 7, 2016

Amanda J. Braddy
Notary Public

UB1B-180 BUILDING WITH NCR 6634 SS WU ATM
INCN1129 COTANCHE STREET REMOTE
EE PROJECT #15-00945
Site Address- 220 COTANCHE STREET
GREENVILLE, NC. 27858



LEFT ELEVATION
SCALE: 3/8" = 1'-0"

FRONT ELEVATION
NO DEPOSITORY SCALE: 3/8" = 1'-0"

UB1B-180

REAR ELEVATION
SCALE: 3/8" = 1'-0"

Design Wind Load - 180 MPH

The weight for the UB1B-180 kiosk is 3465 lbs.

Revision:
R1 6/26/14 Deleted photocell

Itc # 3

**MODEL UB-1B 180
WALK-UP KIOSK
WITH CANOPY**

THIS IS AN ORIGINAL DESIGN SUBMITTED BY CONCEPT UNLIMITED FOR YOUR PERSONAL USE. IT IS NOT TO BE SHOWN TO ANYONE OUTSIDE YOUR ORGANIZATION, NOR IT IS TO BE USED, COPIED, REPRODUCED, OR EXHIBITED IN ANYWAY WHATSOEVER. ALL OR ANY PART OF THIS DESIGN (EXCEPT REGISTERED TRADE-MARKS) REMAIN THE PROPERTY OF CONCEPT UNL. INC.

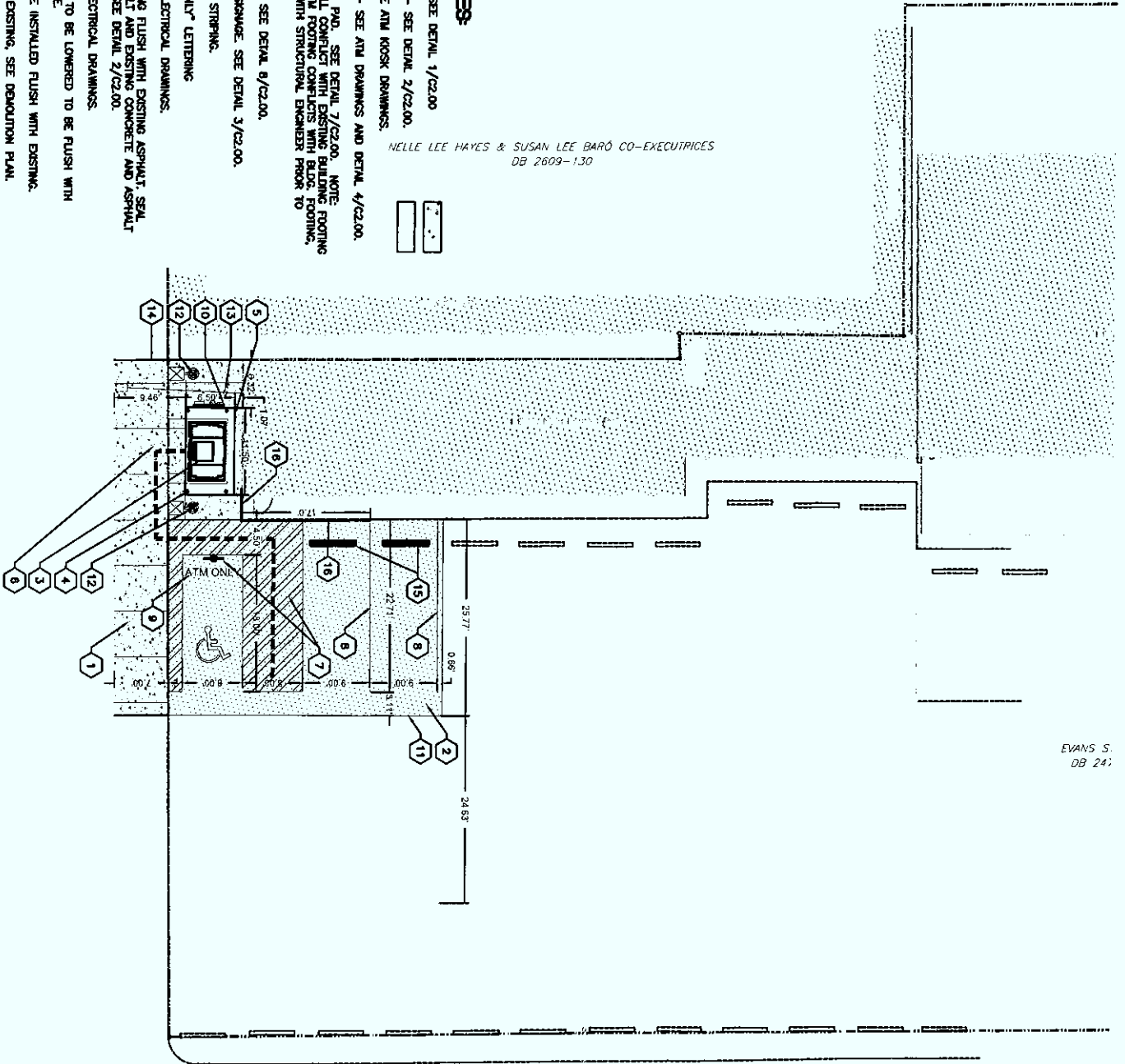
Customer: BANK OF AMERICA
Salesman: Aaron Carrico
Drawn By: SRS
Date: 8/19/2013
Drawing No.: A8506
Pg. 1 of 27

UNITED STATES OF AMERICA (FHA)
DEED NOT FOUND

SITE LAYOUT NOTES:

1. NEW CONCRETE PAVING - SEE DETAIL 1/02.00
2. NEW LIGHT DUTY ASPHALT - SEE DETAIL 2/02.00.
3. WALK UP ATM KIOSK - SEE ATM KIOSK DRAWINGS.
4. ATM BOLLARDS (4 TOTAL) - SEE ATM DRAWINGS AND DETAIL 4/02.00.
5. ATM CONCRETE FOUNDATION PND. SEE DETAIL 7/02.00. NOTE: PROPOSED ATM FOOTING WILL CONFLICT WITH EXISTING BUILDING FOOTING IN SOME LOCATIONS. IF ATM FOOTING CONFLICTS WITH BUILD FOOTING, CONTRACTOR TO CONSULT WITH STRUCTURAL ENGINEER PRIOR TO INSTALLING FOOTING.
6. ACCESSIBLE ATM LANDING. SEE DETAIL 8/02.00.
7. ACCESSIBLE PARKING AND SHOULDER. SEE DETAIL 3/02.00.
8. 4" WHITE PAINTED PARKING STRIPING.
9. 16" WHITE PAINTED "ATM ONLY" LETTERING.
10. ELECTRICAL METER. SEE ELECTRICAL DRAWINGS.
11. INSTALL NEW ASPHALT PAVING FLUSH WITH EXISTING ASPHALT SEAL JOINT BETWEEN NEW ASPHALT AND EXISTING CONCRETE AND ASPHALT WITH ASPHALTIC SEALER. SEE DETAIL 2/02.00.
12. SITE LIGHTING. SEE ELECTRICAL DRAWINGS.
13. EXISTING WATER VALVE TO BE LOWERED TO BE FLUSH WITH PROPOSED CONCRETE GRADE.
14. PROPOSED CONCRETE TO BE INSTALLED FLUSH WITH EXISTING.
15. CONCRETE WHEEL STOP. EXISTING. SEE DEMOLITION PLAN.
16. GUARD RAIL. SEE DETAIL 6/02.00.

NELLE LEE HAYES & SUSAN LEE BARÒ CO-EXECUTIVES
DB 2609-130



EVANS S.
DB 241

SITE LAYOUT PLAN

SCALE: 1" = 20'



City of Greenville, North Carolina

Meeting Date: 6/8/2015
Time: 6:00 PM

Title of Item: Certification agreement with Green Building Certification Institute for LEED Certification for the Greenville Transportation Activity Center (GTAC)

Explanation: **Abstract:** City Council passed a resolution on December 8, 2008, that requires staff to obtain Leadership in Energy and Environmental Design (LEED) certification for new City buildings. The Greenville Transportation Activity Center (GTAC) will be located at the corner of Bonners Lane and South Pitt Street. The facility construction is anticipated to begin in early 2016 with estimated completion by the end of 2016. The attached certification agreement with the Green Building Certification Institute is a required part of the process to apply for LEED Certification for the GTAC design/construction.

Explanation: Construction of the Greenville Transportation Activity Center (GTAC), which will be located at the corner of Bonners Lane and South Pitt Street, is anticipated to begin in early 2016 and be complete by the end of 2016. The GTAC will serve as a connector for the Greenville Area Transit (GREAT), Pitt Area Transit (PATS), and ECU Transit systems. It will also be used as a pick-up/drop-off location for taxi services, Greyhound buses, and the Amtrak shuttle service. The purpose of this facility is to increase the efficiency of public transportation in the City of Greenville by creating a "hub" where multiple forms of public transportation can be accessed. The facility will have a building for transit customers to wait that will include a seating area, ticket purchase counter, and restroom facilities. The facility will also have approximately 12 bus bays with canopies. Additionally, the Public Works Transit Division will have administrative offices at this facility, and it is proposed that the Police Department house the Center City Unit in the facility.

City Council adopted a resolution on December 8, 2008, that requires staff to obtain Leadership in Energy and Environmental Design (LEED) certification for new buildings. The GTAC facility will be between 5,000 and 10,000 square feet and will require LEED Certification.

The attached certification agreement with the Green Building Certification Institute (GBCI) is a required part of the process to apply for LEED Certification

of the GTAC design/construction. Additionally, this agreement establishes KlingStubbins, Inc. d.b.a Jacobs as our agent for carrying out the process of seeking LEED Certification of the GTAC facility.

The LEED Certification Program consists of the process whereby GBCI reviews documentation submitted by participants to determine if a building or interior space complies with the requirements of the LEED Green Building Rating System and has accumulated the minimum number of points necessary to achieve precertification or a particular level of LEED Certification.

Fiscal Note:

This project's LEED certification application fee of an estimated \$8,200 is funded through an 80% Federal share, 10% State share, and a 10% City share. The City share has been previously approved by City Council as a part of funding request for design and construction of the facility.

Recommendation:

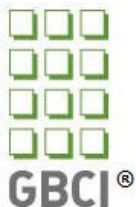
Approve the attached agreement to establish the terms and conditions of the LEED Certification Program to which the City of Greenville and their agent, KlingStubbins, Inc. d.b.a. Jacobs, are bound.

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

[LEED Certification Agreement for GTAC](#)

[LEED Confirmation of Agent Authority](#)



Green Building Certification Institute™

CERTIFICATION AGREEMENT

BY ACCEPTING THIS AGREEMENT YOU ACKNOWLEDGE THAT YOU ARE FULLY AWARE OF AND AGREE TO ALL OF THE FOLLOWING TERMS, CONDITIONS, AND PROVISIONS, YOU REPRESENT THAT YOU HAVE CONSULTED WITH AN ATTORNEY ABOUT YOUR RIGHTS AND OBLIGATIONS HEREUNDER, AND YOU ARE HEREBY ENTERING INTO A LEGALLY BINDING AGREEMENT.

This Certification Agreement (this "Agreement") is entered into by You (as defined below) and the Green Building Certification Institute ("GBCI"), a non-profit corporation of the District of Columbia located at 2101 L Street, NW, Suite 500, Washington, DC 20037, and constitutes a binding agreement between You, on the one hand, and GBCI, on the other hand. As used herein, the terms "You," "Your," "Yourself," and "Owner" refer to the individual(s) or entity(ies) that holds all legal right to possess and control the real and personal property associated with the Project (defined below) and that is executing this Agreement, as may be implemented by a third party such as an architect, property manager or consultant who has been granted authority to act on Your behalf (Your "Agent").

If Your Agent is entering into this Agreement on Your behalf, You represent and warrant that You have completed a "Confirmation of Agent's Authority" (the form of which is available online at <http://www.usgbc.org/resources/agent-authority>) and that You or Your Agent will provide this form to GBCI upon execution of this Agreement. In such instance, GBCI shall have no obligation to render any decision or provide any other information with respect to the precertification or LEED® Certification of any Project registered under this Agreement until You have provided this form to GBCI. GBCI agrees that Your Agent has no responsibility for the breach of any contractual obligations arising from the Agent's authorized conduct on Your behalf. Any attempt to modify the terms of the Confirmation of Agent's Authority may render the form invalid as to be determined by GBCI in GBCI's sole discretion.

If more than one person or entity constitutes an Owner as defined herein, such parties must irrevocably designate You as the sole Owner with the authority to accept this Agreement and work directly with GBCI for the purpose of administering the LEED Certification process (the "Primary Owner"). GBCI will only communicate with and take direction from You as the Primary Owner with regard to the performance of GBCI's obligations under this Agreement.

1. PURPOSE. The purpose of this Agreement is to establish the terms and conditions of the LEED Certification Program (the "Program,"") to which You (and Your Agent, if any) are bound.

2. THE PROGRAM. The Program consists of the process whereby GBCI reviews documentation submitted by participants to determine if a building, interior space or neighborhood, as described to GBCI, complies with the requirements of the LEED Green Building Rating System, and has accumulated the minimum number of points necessary to achieve precertification or a particular level of LEED Certification (i.e., LEED Certified™, LEED Silver®, LEED Gold® or LEED Platinum®). GBCI administers the Program and confers precertification and LEED Certification under license from the U.S. Green Building Council,

Inc. ("USGBC").

3. THE PROJECT.

- 3.1 As used herein, the term "Project" refers to the real and personal property (including the buildings, space(s), structure(s), land, fixtures, etc.) comprising the single-family home(s), multi-family residential building(s), commercial building(s), commercial interior space(s), neighborhood development, or as identified conceptually in the neighborhood development plan or Prototype that You register under this Agreement for the purpose of seeking precertification or LEED Certification, whichever the case may be. The format of Your Project and the number of buildings and interior spaces which may encompass Your Project, and to which this Agreement will apply, may vary depending on the manner in which You pursue precertification or LEED Certification.
- 3.2 If You are participating in the Volume Program and intend to certify multiple buildings or interior spaces under this Agreement via a Prototype, the term "Project" refers to the Prototype you hereby register and to each of the buildings or interior spaces ("Volume Projects") that you register in the future associated with this Prototype. The term "Prototype" refers to the conceptual building model or certification framework demonstrating the common design and construction elements or operations and maintenance practices, as well as quality management processes, which will be incorporated, applied and followed in the implementation of all associated "Volume Projects." While Your Prototype may be submitted for precertification review, it does not represent an actual building or interior space and cannot be independently awarded LEED Certification.
- 3.3 If You are pursuing certification via the campus approach and intend to certify multiple buildings or interior spaces within a campus environment through the registration and submission of one or more Master Sites, the term "Project" refers to each of the buildings and interior spaces ("Campus Projects") and each of the Master Sites that you register in the future under this Agreement. The term "Master Site" refers to a separately registered and submitted Project consisting of a partial Application designed to represent certain common aspects of numerous buildings or interior spaces within a campus for which LEED Certification is sought. While Master Sites may be submitted for review, they are grouping tools rather than complete applications for the associated building(s) or interior space(s) and cannot be independently awarded LEED Certification.

4. APPLICATION AND RATING SYSTEM.

- 4.1 Upon registering Your Project, You will gain access to an electronic application (the "Application") to be used for the sole purpose of applying for precertification or LEED Certification from GBCI. The Application consists of a collection of electronic data entry screens ("Forms") which are specific to the Rating System (defined below) and the particular format of each Project. You may access and submit multiple Applications under this Agreement. You are not required to submit an Application, and may exit the Program at any time.
- 4.2 Each Application is designed to elicit information necessary to determine if a Project complies with the requirements of the LEED Green Building Rating System that You have selected for Your Project to be reviewed under (the "Rating System") and any applicable Minimum Program Requirements ("MPRs") associated with such rating system (collectively referred to herein as "Rating System Requirements"). While USGBC will continue to revise the Rating System and the MPRs from time to time,

Your Project will be held to the Rating System Requirements that exist at the time Your Project is registered. Regardless, if You are pursuing LEED Certification via the Volume Program, each Volume Project registered under this Agreement will be held to the same Rating System Requirements as Your Prototype. If You are pursuing Certification via the campus approach, each Campus Project will be held to the Rating System Requirements that exist at the time the Campus Project is registered; provided however, with respect to those Rating System Requirements satisfied through the use of a Master Site, each Campus Project will be held to the Rating System Requirements that exist at the time the associated Master Site is registered.

- 4.3 The full text of the Rating System and the MPRs is published and available for review at the USGBC website: <http://www.usgbc.org>. You hereby represent and warrant that You have fully reviewed and understand the Rating System and MPRs, and You agree to check for updates prior to registering any Campus Projects or Master Sites under this Agreement in the future.

5. CERTIFICATION GUIDE & REFERENCE GUIDE.

- 5.1 As used herein, the term "Certification Guide" refers to "The Guide to LEED Certification" published by GBCI. The Certification Guide contains extensive information and instructions related to the Program including associated policies, processes and guidelines. You agree to comply at all times with the Certification Guide, including all updates and changes provided to You or made available by GBCI from time to time. The Certification Guide is available for review online at the following webpage: <http://www.usgbc.org/cert-guide>. You hereby represent and warrant that You have fully reviewed and understand the Certification Guide, and You agree to check for updates often.
- 5.2 As used herein, the term "Reference Guide" refers to the LEED Green Building Rating System Reference Guide associated with the Rating System selected for Your Project, including the applicable Reference Guide Supplement, if any, which GBCI shall use to interpret and apply the requirements of the Rating System. The Reference Guide and Reference Guide Supplements are available for purchase at the USGBC website: <http://www.usgbc.org>. USGBC periodically updates the Reference Guide and Reference Guide Supplements by publishing Addenda online on the USGBC website. You agree to comply at all times with the Reference Guide and applicable Reference Guide Supplement, if any, including all changes and Addenda published by USGBC. You hereby represent and warrant that You have fully reviewed and understand the applicable Reference Guide and Reference Guide Supplement, if any, and You agree to check for updates often.

6. CERTIFICATION REVIEW.

- 6.1 Upon receipt of Your Application, GBCI will initiate its review to determine if Your Project is eligible for precertification or LEED Certification, and if so, the appropriate level of LEED Certification to be conferred. During a review, GBCI may request additional documentation, resubmission of calculations and any other information GBCI deems relevant. GBCI will strive to meet the review timelines set forth in the Certification Guide (each, a "Review Timeline"); however, the Review Timelines are estimates only. GBCI's failure to meet any Review Timeline will not be considered a breach of this Agreement and You will not be entitled to any remedy, including a refund of any portion of any Fees paid by You under this Agreement. Further, GBCI's failure to meet any Expedited Review Timeline provided in the Certification Guide will not be considered a breach of this Agreement and You will not be entitled to any remedy under this Agreement; however, GBCI will refund any

premium fees paid by You to expedite the review.

- 6.2 You recognize and acknowledge that GBCI is a nonprofit organization engaged in the effort to lessen the environmental impacts of buildings and communities, and that the Program, while regulated by specific policies and standards developed by GBCI and USGBC, also requires discretion and judgment. The decision whether to grant or deny precertification or LEED Certification to a Project will be made in the sole discretion of GBCI based on GBCI's interpretation of the Rating System, the sufficiency of the submitted Project Information (defined below), and any other information or factors that GBCI deems relevant.

7. PROGRAM UPGRADES. From time to time GBCI may develop and make available new versions of LEED Online designed to enhance the Application and improve the certification process. You may be allowed to upgrade to a new version of LEED Online as limited in the Certification Guide. If You are entering into this Agreement with the intention of upgrading (meaning, registering a Project in this version of LEED Online that has been previously registered under another version) You understand and agree that this Agreement will supersede, extinguish and take the place of any and all agreements You have previously entered into with GBCI regarding the registration, precertification, or certification of Your Project(s) with respect to all of Your and GBCI's liabilities, obligations and receipt of benefits under those agreements. You agree that the additional benefits to You and to GBCI provided under this Agreement constitute good and valuable consideration and that this Agreement comprises a valid novation with regard to any prior agreements entered into regarding any Project registered under this Agreement.

8. OPTIONAL SERVICES. GBCI and/or USGBC may make available certain optional services to assist You to complete the Application, apply the Rating System requirements to Your Project, confirm Your status as a participant in the Program, and/or confirm the status or progress of Your Project, including without limitation, the review of and response to credit interpretation requests and/or LEED interpretations, the review and/or precertification of additional credits or alternative compliance paths, the registration and review of pilot credits, the review and approval of corrective action reports, the undertaking of additional audits, the drafting and transmittal of a letter of support, the undertaking of appeals, and other services related to the Program (collectively, "Optional Services"). You acknowledge and agree that the performance of all Optional Services by GBCI, GBCI's subcontractors and/or USGBC shall be governed by the terms of this Agreement, including without limitation, all provisions herein related to indemnification and limitations of liability.

9. FEES.

- 9.1 In consideration for GBCI's review of Your Project Information (defined below) and the provision of any Optional Services that You request under this Agreement, You agree to pay GBCI certain fees in accordance with the LEED Certification Fees (the "Fee Schedule"), (collectively, the "Fees"). The Fee Schedule is available for review online at the following webpage: <http://www.usgbc.org/cert-guide/fees>. The Fees that You will incur will vary depending on the manner in which You pursue LEED Certification and the amount of Optional Services You request. GBCI will invoice You for all applicable Fees as they are incurred. All Fees must be paid within thirty (30) calendar days of the date of GBCI's invoice. You hereby represent and warrant that You have fully reviewed and understand the Fee Schedule, and You agree to check for updates often.
- 9.2 GBCI reserves the right to increase the Fees by no more than twenty seven percent (27%) per calendar year. You agree to pay the then-current fees as they are incurred. GBCI will provide You with no less than ninety (90) days prior written notice of any Fee increases. You may elect to pay any Fees in advance. If You pay any Fees in

advance, You will not be charged for the difference should a subsequent increase occur. If You do not agree to any of GBCI's Fee increases, Your sole remedy is to terminate this Agreement pursuant to Section 12.1(a). In the event You elect to terminate this Agreement, You will forego any benefit for which You have paid in advance, and GBCI will not be required to provide You with any refund.

10. PROJECT INFORMATION. In order to complete the LEED Certification application process, You must submit extensive information to GBCI related to the Project, including without limitation, any information related to You or Your Project provided prior to executing this Agreement, information contained within the Application(s) and any additional information or data provided to GBCI in connection with the Project (collectively, "Project Information"). You hereby grant GBCI, GBCI's subcontractors and USGBC a perpetual, non-exclusive, royalty-free, fully paid-up and irrevocable license to access, view, reproduce and otherwise use all Project Information submitted to GBCI, including all copyrighted materials, trademarks and other proprietary information, for the purposes of assessing the Project. This license also grants GBCI and USGBC the right to use, reproduce, publish, create derivative works from, perform and display such Project Information as described in the Certification Guide. GBCI and USGBC reserve the right to change the ways they use and disclose Project Information regarding Your Project; provided however, GBCI will provide You with no less than ninety (90) days prior written notice of any changes.

Nothing in this Agreement shall prevent USGBC or GBCI from disclosing information, including where legally compelled to do so by duty, order or command under color of law. Unless prohibited by law, prompt notice of any compelled disclosure will be provided to You to facilitate an opportunity to limit or prevent such disclosure at Your sole expense. Without limitation, GBCI and/or USGBC may disclose Project Information if such disclosure, in GBCI's or USGBC's sole discretion, is deemed to be in the interest of public safety.

GBCI does not wish to receive classified information. Any information or material submitted to GBCI will be deemed not to be classified. By submitting information to GBCI, You represent that such information, be it submitted in connection with an Application for LEED certification or otherwise, is not controlled for export under the International Traffic in Arms Regulations, 22 C.F.R. Part 120 et seq., or the Export Administration Regulations, 15 C.F.R. Part 730 et seq.

11. TRADEMARKS.

- 11.1 USGBC owns all rights to several proprietary trademarks, service marks, certification marks, logos and other graphic images, including, but not limited to, the "LEED" trademark and the LEED Certification trademarks (collectively, the "Marks") and, pursuant to licenses from USGBC, in the event You receive LEED Certification, GBCI has the right to grant You the limited right to use the Marks as set forth herein. The Marks constitute valuable intellectual property held by USGBC and GBCI and their licensors and are protected by law. You acknowledge and agree that any unauthorized use of these Marks constitutes both intellectual property infringement and a breach of this Agreement.
- 11.2 While Your Project is under review, or after it has been precertified, GBCI and USGBC grant You the limited right to use the applicable Marks (depending on the format of the Program You choose to participate in) to indicate that You are applying for LEED Certification, and/or have achieved precertification, under the Program; provided however, that You are prohibited from using the Marks in any manner that indicates or implies (as determined by GBCI in its sole and absolute discretion) that the Project has achieved, or will achieve, LEED Certification at any level. In the event that Your Project, or any portion thereof, is awarded LEED Certification by GBCI, then, subject to the terms and conditions of this Agreement, GBCI and USGBC

grant You a non-exclusive, non-sublicenseable, non-transferable, revocable (in the sole discretion of GBCI), royalty-free, limited license to use the applicable Marks, depending on the Program in which You choose to participate and the level of LEED Certification achieved, for the purposes of indicating the level of LEED Certification granted in relation to the Project.

- 11.3 In connection with all use of the Marks as set forth herein, You agree to use the Marks in accordance with all applicable laws, rules and regulations, and You will comply at all times with the USGBC Trademarks Policy as published by USGBC and as may be updated from time to time (the "Trademark Usage Policy"), and any other reasonable related standards associated with the use of the Marks as provided by GBCI in writing to You. The Trademark Usage Policy is available at the USGBC website: <http://www.usgbc.org/trademarks>. You hereby represent and warrant that You have fully reviewed the Trademark Usage Policy, and You agree to check for updates often.
- 11.4 All rights not expressly granted herein are reserved by GBCI and USGBC, and no license is granted hereunder for the use of the Marks for any purpose beyond the uses set forth in this Section 11, or to any other intellectual property of GBCI or USGBC. You acknowledge and affirm USGBC's ownership of the Marks and the validity and enforceability thereof, and You shall not engage in or support any action, claim or challenge that is inconsistent with the foregoing. All use of the Marks and the goodwill associated therewith shall inure to the sole benefit of USGBC.
- 11.5 You acknowledge that the Marks and the goodwill associated therewith possess special, unique, and extraordinary characteristics, which make difficult the assessment of monetary damages that GBCI and USGBC would sustain as a result of Your unauthorized use of the Marks. You recognize that GBCI and USGBC would suffer irreparable injury by such unauthorized use and agree that injunctive and other equitable relief is appropriate in the event of a breach by You of any of the terms of this Section 11. Such remedy shall not be exclusive of any other remedies available to GBCI and USGBC, nor shall it be deemed an election of remedies by GBCI or USGBC.

12. TERM AND TERMINATION.

- 12.1 The term of this Agreement begins when You accept this Agreement in accordance with Section 29 below, and shall continue in effect unless terminated as follows:
 - a. You may terminate this Agreement in whole or in part at anytime upon thirty (30) days written notice.
 - b. GBCI may terminate this Agreement in full, (or as it relates to any Project registered under this Agreement or Optional Service), immediately and without notice to You if You fail to timely pay GBCI any Fees due under this Agreement.
 - c. Without limiting the forgoing clause regarding non-payment, this Agreement shall terminate in full, (or as it relates to any Project registered under this Agreement), if You breach Your obligations under this Agreement and You fail to cure such breach within thirty (30) days from the date of notice of breach provided to You by GBCI. Such breach of obligations shall include, without limitation, Your misuse of any Marks or other intellectual property held by GBCI or USGBC, and any misstatement, whether intentionally or unintentionally made, in the Project Information that You submit in connection

with the Program.

- d. If You are pursuing LEED Certification via the campus approach, GBCI may terminate this Agreement at any time as it relates to Your ability to register additional Campus Projects or Master Sites within a campus upon providing ten (10) days notice to You.
- e. If You are pursuing Volume Certification, GBCI may terminate this Agreement at any time as it relates to Your ability to purchase additional Volume Project registrations upon providing ten (10) days notice to You.
- f. This Agreement will automatically terminate in full (or as it relates to any Project registered under this Agreement) if GBCI delivers final notice to You that Your Project has been denied precertification or LEED Certification and you have exhausted all opportunities to appeal this determination.
- g. This Agreement will automatically terminate in full (or as it relates to any Project registered under this Agreement) to the extent You sell, transfer or otherwise dispose of all or substantially all of Your interest in the Project, unless the recipient of such interest agrees to assume Your obligations as a party to this Agreement as evidenced by a fully executed "Change of Owner Agreement" (the form of which is available online at <http://www.usgbc.org/resources/change-of-owner>), which is provided to and accepted by GBCI, in its sole discretion (with such acceptance to be evidenced by written notice to You by GBCI).
- h. This Agreement will automatically terminate in full (or as it relates to any Project registered under this Agreement) upon: i) the complete or substantial demolition of the Project; ii) Your failure or unwillingness to comply with any applicable ongoing Rating System Requirements or conditions of precertification or LEED Certification; or iii) the revocation or expiration of precertification or LEED Certification for the Project as set forth in the Certification Guide.
- i. You acknowledge that GBCI and USGBC have established prestige and goodwill in the Program and the Marks, which are well recognized in the minds of the public throughout the world. It is of great importance, and in the mutual interest of You, GBCI and USGBC, that all Projects registered under this Agreement embody the highest standards and reputation connected with USGBC, GBCI and LEED. Therefore, You agree that if You use the Marks in any manner that could or does disparage, tarnish, or dilute the distinctive quality of the Marks or the reputation and goodwill embodied in the Marks, or which would reflect adversely on the Marks, any of the GBCI Indemnitees, the LEED Green Building Rating System, and/or the Program, in GBCI's sole discretion, then at the time of any such act or at any time after GBCI or USGBC learns of any such act, GBCI will have the right, at its sole option, to terminate this Agreement by written notice to You.

12.2 Upon termination of this Agreement pursuant to Section 12.1 above:

- a. Your access to the Application(s) for the associated Project will be revoked by GBCI, and GBCI may, in its sole discretion, delete or destroy any such Application(s) and Form(s) and all data therein;

- b. All of Your rights to use the Marks pursuant to the license granted under Section 11, will terminate and You must immediately discontinue all use and display of the Marks (or, if the Project includes more than that which was terminated, with respect to the applicable portion of the Project).
- c. All fees owed to GBCI by You as of the effective date of such termination must be paid to GBCI in full within thirty (30) days of the effective date of such termination. There shall be no refund of any fees paid or owed to GBCI under this Agreement.

12.3 It is expressly understood and agreed that the parties' respective obligations under this Agreement in Articles 9 and 10, Sections 11.1, 11.3, 11.4, and 11.5, Articles 12 through 16, and Articles 19 through 29 shall survive any termination of this Agreement.

13. REPRESENTATIONS AND WARRANTIES. You hereby warrant and represent that:

- 13.1 You have the power and authority and the legal right to enter into this Agreement and to grant the rights and perform the obligations set forth herein. If this Agreement is executed by Your Agent, the Agent has the power and authority and the legal right to enter into this Agreement and to grant the rights and perform the obligations set forth herein on Your behalf and this Agreement constitutes a legal, valid and binding obligation on You that is enforceable against You in accordance with its terms. If more than one person or entity constitutes an Owner as defined herein, You represent and warrant that all other persons or entities constituting an Owner under this Agreement, if any, have each completed a "Confirmation of Primary Owner's Authority" (the form of which is available online at <http://usgbc.org/resources/primary-owner>) confirming Your authority to act on their behalf, and that these forms will be provided to GBCI by You or Your Agent upon execution of this Agreement by written notice. You therefore represent and warrant that You have been irrevocably, explicitly and actually granted the power and authority and the legal right by all Owners, as the Primary Owner, to enter into this Agreement and to grant the rights and perform the obligations set forth herein on behalf of all Owners, including Yourself, as necessary to render this Agreement a legal, valid and binding obligation against all Owners, including Yourself, and that is enforceable against all Owners, including Yourself, in accordance with its terms. The obligations of all Owners, including Yourself, shall be joint and several and the GBCI Indemnitees (defined below) may enforce their rights against any Owner in any order.
- 13.2 You have taken all necessary action required to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder;
- 13.3 You have the right to provide all Project Information provided to GBCI by You or on Your behalf, to grant the licenses to GBCI, GBCI's subcontractors and USGBC as purported to be granted pursuant to this Agreement and to otherwise grant the rights granted under this Agreement;
- 13.4 No rights granted by You to GBCI, GBCI's subcontractors or USGBC pursuant to this Agreement are in violation of any other agreement; and
- 13.5 The Project Information is and will be true, correct and complete, and accurate in all respects, and does not and will not infringe upon or misappropriate the intellectual property rights of any third party.

14. INDEMNIFICATION.

- 14.1 You agree to indemnify, defend and hold harmless GBCI, USGBC and each of their respective officers, directors, employees, agents, representatives, affiliates, subcontractors, subsidiaries and independent contractors (collectively, the "GBCI Indemnitees") from and against all claims, actions, suits, losses, costs, liabilities, judgments, damages and expenses, including reasonable attorneys' fees, court costs, litigation expenses and related expenses (collectively, "Claims") arising out of or relating to (i) Your breach of any of the representations, warranties or obligations set forth herein, (ii) any incompleteness or inaccuracy of the Project Information, (iii) Your use of the Marks other than as set forth in Section 11, (iv) any third party claim, (v) Your use of, and/or reliance upon, any LEED Certification awarded under this Agreement, and/or (vi) Your Project (whether or not any individual building(s) or individual interior space(s) comprising Your Project has received LEED Certification); all of the foregoing, except to the extent such Claim was directly caused by the gross negligence or willful misconduct of GBCI, GBCI's subcontractors and/or USGBC. You understand and agree that it is specifically intended for You to indemnify the GBCI Indemnitees for their sole negligence and contributory negligence but not for their gross negligence or willful misconduct. To the extent You are required to indemnify any of the GBCI Indemnities, You shall not enter into any settlement without obtaining GBCI's prior written consent. Without limitation of the foregoing, any or all of the GBCI Indemnitees may elect to participate in any cause of action with counsel of their choosing at their own expense.
- 14.2 If, subsequent to the acceptance of this Agreement, it is determined that such acceptance was by an unauthorized individual or entity purportedly acting on the behalf of the party (or parties) that holds all legal right to possess and control the real and personal property associated with the Project, the person or entity that accepts this Agreement acknowledges and agrees that, as between such person or entity and GBCI, such person or entity shall be responsible for all liability to, and incurred by, the GBCI Indemnitees and all third parties, and such person or entity hereby agrees to indemnify, defend and hold harmless the GBCI Indemnitees for any and all Claims arising out of or relating to this Agreement. No settlement shall be entered into without GBCI's prior written consent and any or all of the GBCI Indemnitees may elect to participate in any cause of action with counsel of their choosing at their own expense.

15. DISCLAIMER OF WARRANTIES.

- 15.1 **NEITHER GBCI NOR USGBC MAKES ANY (AND BOTH GBCI AND USGBC HEREBY DISCLAIM, TO THE GREATEST EXTENT ALLOWED BY LAW, ANY AND ALL) WARRANTIES, REPRESENTATIONS, AND CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTIES OF ACCURACY, COMPLETENESS, TITLE, AGAINST INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PROGRAM, THE RATING SYSTEM, ANY APPLICATION OR FORM, THE LEED CERTIFICATION REVIEW PROCESS, AND ANY OPTIONAL SERVICES PROVIDED BY OR ON BEHALF OF ANY GBCI INDEMNITEE. GBCI AND USGBC EXPLICITLY DISCLAIM ANY AND ALL LIABILITY ARISING FROM YOUR USE OF LEED ONLINE AND ANY APPLICATION OR FORM FOR ANY PURPOSE OTHER THAN FOR THE PURSUIT OF PRECERTIFICATION OR LEED CERTIFICATION FROM GBCI.**
- 15.2 ALL DETERMINATIONS RELATED TO LEED CERTIFICATION ARE IN THE SOLE AND ABSOLUTE DISCRETION OF GBCI AND IN NO EVENT SHALL ANY GBCI

INDEMNITEE HAVE ANY LIABILITY AS A RESULT OF ANY DECISION TO GRANT OR NOT TO GRANT LEED CERTIFICATION TO YOUR PROJECT (OR ANY PORTION OF YOUR PROJECT) FOR ANY REASON.

15.3 WITHOUT LIMITING THE BROAD SCOPE OF THIS SECTION 15, YOU AGREE AND ACKNOWLEDGE THAT:

- a. LEED CERTIFICATION IS NOT A REPRESENTATION, AND DOES NOT MEAN THAT YOUR PROJECT (OR ANY INDIVIDUAL BUILDING(S) OR INTERIOR SPACE(S) COMPRISING YOUR PROJECT) IS STRUCTURALLY SOUND OR SAFE, CONSTRUCTED IN ACCORDANCE WITH APPLICABLE LAWS, REGULATIONS OR CODES, FREE OF MOLD OR MILDEW, OR FREE OF VOLATILE ORGANIC COMPOUNDS OR ALLERGENS OR TOXINS, OR THAT YOUR PROJECT (OR ANY INDIVIDUALLY REGISTERED BUILDING(S) INTERIOR SPACE(S), VOLUME PROJECT(S), CAMPUS PROJECT(S), OR RESIDENCE(S) COMPRISING YOUR PROJECT) SHALL ACHIEVE A RELATIVE OR SPECIFIC LEVEL OF ENERGY EFFICIENCY, PERFORMANCE, OR UTILIZATION OF RENEWABLE, RECYCLED OR RECYCLABLE RESOURCES AS A RESULT OF ANY LEED CERTIFICATION;
- b. ANY GRANT OF LEED CERTIFICATION DOES NOT MEAN THAT GBCI OR USGBC ENDORSES, VERIFIES OR AGREES WITH ANY PROJECT INFORMATION THAT HAS BEEN PROVIDED OR REPRESENTED TO GBCI OR USGBC;
- c. ANY GRANT OF LEED CERTIFICATION SHALL NOT GUARANTEE: (A) ENERGY EFFICIENCY FOR THE PROJECT; (B) COST-SAVINGS FOR THE PROJECT; (C) ECONOMIC BENEFITS FOR YOU OR YOUR AGENT; OR (D) GOVERNMENT INCENTIVES, INCLUDING GOVERNMENT TAX INCENTIVES, FOR YOU OR YOUR AGENT; AND
- d. ANY GRANT OF LEED CERTIFICATION DOES NOT GUARANTEE YOU OR YOUR AGENT OF THE SATISFACTION OF ANY MANDATES OR REQUIREMENT FOR THE PROJECT TO BE CONSTRUCTED "GREEN."

16. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE REQUIRED BY LAW, IN NO EVENT SHALL ANY OF THE GBCI INDEMNITEES BE LIABLE TO YOU, YOUR AGENT OR ANY THIRD PARTY FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES OR COSTS DUE TO LOSS OF PROFITS, TAX CREDITS, ECONOMIC BENEFITS, DATA, LOSS OF GOODWILL, OR PERSONAL OR OTHER PROPERTY DAMAGE REGARDING THIS AGREEMENT OR RESULTING FROM OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT BY ANY GBCI INDEMNITEE OR IN CONNECTION WITH THE PROGRAM, ANY OPTIONAL SERVICES, THE RATING SYSTEM, THE MPRS, THE CERTIFICATION GUIDE, THE REFERENCE GUIDE, LEED ONLINE OR ANY APPLICATION OR FORM, REGARDLESS OF THE CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. REGARDLESS OF THE FOREGOING, AND WITHOUT LIMITING ANY OTHER PROVISION HEREIN, (I) YOUR SOLE REMEDY VIS A VIS GBCI, GBCI'S SUBCONTRACTORS AND USGBC SHALL BE LIMITED TO A RETURN OF FEES PAID BY YOU TO GBCI; AND (II) IN NO EVENT SHALL GBCI, GBCI'S SUBCONTRACTORS OR USGBC BE LIABLE, IN THE AGGREGATE, TO YOU, YOUR AGENT OR ANY THIRD PARTY IN EXCESS OF THE TOTAL AMOUNT OF FEES PAID BY YOU TO GBCI UNDER THIS AGREEMENT FOR THE PRODUCT OR SERVICE TO WHICH SUCH

CLAIM RELATES. FURTHER, WHILE GBCI TAKES REASONABLE EFFORTS TO ENSURE THE FUNCTIONALITY OF LEED ONLINE, THE APPLICATION, AND EACH FORM CONTAINED THEREIN, ANY OF THE FOREGOING MAY CONTAIN CALCULATIVE, PROGRAMMATIC OR OTHER ERRORS, INCLUDING ERRORS THAT COULD RESULT IN INTERRUPTION OF SERVICE OR LOSS OF DATA, OR POTENTIALLY CAUSE A FORM TO MISREPRESENT COMPLIANCE OR NON-COMPLIANCE WITH A PREREQUISITE OR CREDIT, AND, ACCORDINGLY, IN NO EVENT SHALL ANY GBCI INDEMNITEE BE LIABLE TO YOU OR ANY OTHER THIRD PARTY FOR ANY SUCH ERRORS.

17. MODIFICATION OF TERMS.

17.1 EXCEPT AS OTHERWISE PROVIDED HEREIN, GBCI OR USGBC MAY CHANGE ANY OF THE PROGRAM POLICIES OR GUIDELINES, (INCLUDING WITHOUT LIMITATION, THE CERTIFICATION GUIDE, FEE SCHEDULE, REFERENCE GUIDE AND TRADEMARK USAGE POLICY) AT ANY TIME IN THEIR SOLE DISCRETION. YOUR LOGGING IN TO ACCESS OR SUBMIT YOUR APPLICATION AND FOLLOWING ANY REQUIRED PROMPTS, AND/OR YOUR ONGOING USE OF THE MARKS, CONSTITUTES YOUR IRREVOCABLE ACCEPTANCE OF ALL SUCH CHANGES WHICH WERE MADE, AND THE LEGAL AMENDMENT OF THIS AGREEMENT.

17.2 In the event of any modification of any material terms in accordance with Section 17.1 to which You do not assent (other than pricing changes as allowed under Section 9.2), Your sole remedy shall be the right to terminate the Agreement and receive a refund of any Fees paid by You within the one hundred and eighty (180) days immediately preceding the date of termination in relation to Your Project.

18. FORCE MAJEURE. None of the GBCI Indemnitees shall be liable for inadequate or non-performance to the extent caused by any Force Majeure Event, which wholly or partially prevents or delays the performance of any of the duties, responsibilities or obligations of such GBCI Indemnatee. As used herein, the term "Force Majeure Event" shall mean any act, event or condition (except, in each case, for the payment of money) which is beyond the reasonable control of such GBCI Indemnatee, including, but not be limited to, an act of God; an act of the public enemy; civil disturbance or unrest; injunctions; lightning; fire, explosion or other serious casualty; water damage; terrorist attack (or threats thereof); epidemics; strike, lock-out or labor dispute (without regard to the reasonableness of any party's demands or any party's ability to satisfy such demands); accident or sabotage; unusually severe weather (including hurricane, earthquake, tornado, landslide or flood); war (whether declared or not) or threats thereof; blockades; embargoes; condemnation or other taking by the action of any governmental body on behalf of any public, quasi-governmental or private entity; other governmental action or change in Law; or shortages or failures of sources of labor, material, energy, fuel, water, other vital utility, equipment or transportation. GBCI shall have the right to terminate this Agreement if a Force Majeure Event lasts for period of five (5) days or more. In such event, GBCI shall return all prepaid fees for services not yet rendered (such calculation to be made by GBCI, in GBCI's sole discretion).

19. NOTICES. GBCI expects to be in regular communication with You regarding Your participation in the Program. Such communications will occur via email exchange and/or through Your Application(s). However, notices required by this Agreement must be communicated as follows:

Notices To You - GBCI shall send all notices to You and one (1) additional individual related to the Project designated by You (e.g., Project administrator or Prototype administrator) at the email addresses provided by You to GBCI in the Application. Such notices shall be effective when sent. You agree to provide GBCI with up-to-date contact information for the duration of this Agreement.

Notices To GBCI - You must provide written notice to GBCI by email with delivery confirmation, and by certified mail with return receipt requested. Such communications shall be effective when actually received and must be addressed as follows:

Mailing Address:
Green Building Certification Institute
Attn: General Counsel
2101 L Street, NW, Suite 500
Washington, DC 20037

Email Address:
legal@gbci.org

20. NOTICE OF CLAIM; MEDIATION; ARBITRATION.

- 20.1 If You believe that You have been damaged by any act or omission by GBCI, GBCI's subcontractors and/or USGBC, then You must provide GBCI with written notice in accordance with Section 19 within one hundred eighty (180) calendar days after the occurrence of each such act or omission, describing with reasonable detail (i) the act and/or omission, (ii) how You were damaged by it and (iii) a reasonable estimate of the amount of monetary damages You claim to have suffered (each, a "Notice of Claim").
- 20.2 In the event of any controversy, claim or dispute arising out of or relating to this Agreement, or a breach thereof, (each such event, a "Dispute") the parties hereto agree to seek to resolve the dispute through open and good faith discussions in the first instance. If the Dispute cannot be resolved through these discussions, the parties agree second to try and settle the dispute by mediation, administered by the American Arbitration Association ("AAA") under its Mediation Rules.
- 20.3 If settlement is not reached within sixty (60) calendar days after service of a written demand for mediation, such Dispute shall be finally resolved under the Rules of Arbitration of the American Arbitration Association (the "Rules") by three (3) arbitrators appointed in accordance with the Rules (each such arbitration, an "Arbitration"). Each Arbitration will be conducted in English and all foreign language documents shall be submitted in the original language and, if so requested by any arbitrator or party, shall also be accompanied by a translation into English. The place of arbitration, and the location for all hearings and meetings in an Arbitration, shall be the District of Columbia, United States of America, which location cannot be changed, and any Arbitration may be initiated by either party in accordance with the Rules. For each Arbitration, the governing law set forth in Section 21 shall be applied to the merits of the Dispute. Each party shall present its case in a pre-hearing memorial accompanied by all of its evidence in support of its position. The arbitrators in any Arbitration shall enforce, and not modify, the terms of this Agreement. The award or decision of the arbitrators shall be final and binding on each party and its respective successors and assigns, and judgment may be entered thereupon and enforced in any court of competent jurisdiction. All costs and expenses of any Arbitration, including reasonable attorneys' fees and expenses and the administrative and arbitrator fees and expenses, shall be borne by the parties as determined by the arbitrators. Nothing in this Section 20 shall be construed as limiting the right of a party to seek, in a court of competent jurisdiction, an injunction or other equitable relief in aid of arbitration (including to maintain the status quo or preserve the subject matter of the arbitration) with respect to any actual or threatened breach of this Agreement or otherwise, to prevent or avoid irreparable harm. Nothing herein shall permit the arbitrators to award any damages which are disclaimed in this Agreement, including those in Section 16.
- 20.4 It is understood and acknowledged that during the pendency of a Dispute, all of the terms and conditions of this Agreement shall remain in effect and the parties shall

continue to perform all of their respective obligations hereunder.

- 20.5 Except to the limited extent necessary to comply with any applicable law, legal process, or a court order or to enforce a final settlement agreement or secure enforcement of the arbitrators' award, the parties agree that the existence, terms and content of any Arbitration, all information and documents disclosed in any Arbitration or evidencing any arbitration results, award, judgment or settlement, or the performance thereof, and any allegations, statements and admissions made or positions taken by either party in any Arbitration shall be treated and maintained in confidence and are not intended to be used or disclosed for any other purpose or in any other forum.
- 20.6 Without limiting the confidentiality requirements of Section 20.5 above, You agree that during the pendency of a Dispute You will not publicly or privately disparage any of the GBCI Indemnitees in any way, make or give any comments, statements, or opinions which may be harmful to the goodwill and reputation of the GBCI Indemnitees, or directly or indirectly cause or encourage the making of such comments, statements, or opinions, or the taking of such actions, by anyone else. For the purposes of this Agreement, the term "disparage" includes, without limitation, comments or statements to the press and/or media, or to any individual or entity with whom the GBCI Indemnitees have a business or personal relationship which would adversely affect in any manner (i) the conduct of the business of the GBCI Indemnitees; (ii) the business reputation of the GBCI Indemnitees; or (iii) the personal reputation of the GBCI Indemnitees.

21. GOVERNING LAW. This Agreement, and all of the rights and duties of You, Your Agent, and the GBCI Indemnities arising out of or related to the Program, shall be governed by the laws of the District of Columbia, United States of America, without regard to its conflicts of law rules.

22. REMEDIES. Except as otherwise expressly provided in this Agreement, all remedies shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise.

23. RELATIONSHIP OF THE PARTIES. The relationship between the parties to this Agreement is that of independent contractors with respect to the benefits described herein. This Agreement is not intended to, and does not, create any association, partnership, joint venture, employment, or agency relationship between the parties. You agree that You will not hold Yourself out as, an agent, affiliate, legal representative, joint-venturer, partner, employee or servant of any GBCI Indemnitee for any purpose whatsoever. As an independent contractor, we are solely responsible for determining the means and methods for providing the benefits described herein.

24. USGBC, THIRD PARTIES AND ASSIGNMENT OF RIGHTS. Nothing in this Agreement shall be deemed to confer any benefit or rights on or to any person or entity (including the Agent) other than You and GBCI; provided however, that the GBCI Indemnitees shall be intended third-party beneficiaries to this Agreement. GBCI reserves the right to assign and/or delegate any of its rights and/or obligations in its sole discretion, including, and without limitation, the right to subcontract the performance of any services associated with the Program. You may not assign and/or delegate any of the rights and/or obligations under this Agreement except as set forth in Section 12.1(g) above. Any unauthorized assignment or delegation shall be null and void.

25. ENTIRE AGREEMENT. This Agreement (including all Exhibits, Schedules, documents and information accessible through hyperlink or referencing a URL (the "Ancillary Documents"), which are hereby incorporated herein and made a part hereof) constitutes a fully integrated agreement that supersedes any and all prior agreements between You and

GBCI concerning the Project. You agree to comply with and be bound by the terms, conditions and provisions of all the Ancillary Documents whether or not any particular condition or provision is referenced in this Agreement. The Ancillary Documents are intended to be complementary and interpreted in harmony. In the event of any conflict, this Agreement shall take precedence, followed in descending order by the Certification Guide, the Fee Schedule, the Rating System, the MPRs, the Reference Guide and the Trademark Usage Policy. The terms and conditions for the use of the website hosting the Application are not superseded by this Agreement.

26. MODIFICATION AND WAIVER. The Ancillary Documents may be amended by GBCI as described in this Agreement, and You may be allowed to upgrade to a new version of LEED Online as provided in Section 7 above. Otherwise, this Agreement may only be modified in writing and all such written modifications must be signed by You and GBCI's then-current President, Chief Operating Officer, or General Counsel. No other individual has the authority to modify this Agreement on GBCI's behalf. No action or inaction by GBCI will be construed as a waiver of this or any other provision of this Agreement. To be enforceable, any waiver of this Agreement (excluding the Ancillary Documents) must be in writing and signed by You and GBCI, and shall be limited to the specific terms of the waiver.

27. INTERPRETATION. The invalidity of any part of this Agreement shall not impair or affect the validity or enforceability of the rest of this Agreement, which shall remain in full force and effect. Any provision found to be invalid shall be more narrowly construed so that it becomes legal and enforceable. The headings used in this document are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision. Any rule that ambiguities are construed or interpreted against the drafter of a document, or against the party for whose benefit the document is made, shall not apply. As used in this Agreement, the plural shall include the singular and the singular shall include the plural whenever appropriate.

28. GOVERNMENT ENTITIES. If You are a Government Entity within the United States; meaning, an agency or instrumentality operating under color of federal law, and/or an agency or instrumentality operating under state law or municipal ordinance, including all agencies, boards and commissions in the executive branch of such governments, the foregoing provisions of this Agreement regarding limitations of liability, indemnification, equitable relief, disputes and choice of law, to which You are prohibited from agreeing to as a matter of law, are hereby waived.

29. EXECUTION. BY SELECTING THE BUTTON BELOW MARKED "I AGREE" YOU HEREBY AGREE TO THE TERMS, CONDITIONS AND PROVISIONS REPRESENTED IN THIS AGREEMENT. YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT AND ALL EXHIBITS AND SCHEDULES HERETO, ALL PROGRAM POLICIES AND GUIDELINES, INCLUDING THE RATING SYSTEM, MPRS, CERTIFICATION GUIDE, FEE SCHEDULE, REFERENCE GUIDE AND TRADEMARK USAGE POLICY, AND THAT YOU HAVE BEEN PROVIDED THE OPPORTUNITY TO MAINTAIN A RECORD OF THIS AGREEMENT, ALL SUCH ANCILLARY DOCUMENTS, AND ALL PROGRAM POLICIES AND GUIDELINES. FURTHER, YOU UNDERSTAND THAT BY AGREEING TO THESE TERMS YOU WILL BE BOUND TO A LEGALLY ENFORCEABLE CONTRACT NO DIFFERENT THAN A CONTRACT EXPRESSED ON PAPER AND PHYSICALLY SIGNED BY YOU. TO THE EXTENT YOU ACCEPT THIS AGREEMENT AS DESCRIBED HEREIN, GBCI SHALL MAINTAIN AN ELECTRONIC RECORD OF THIS AGREEMENT WHICH YOU MAY REQUEST TO REVIEW AND DOWNLOAD AT ANY TIME.

NAME, TITLE

DATE

SIGNATURE



Green Building Certification Institute™

CONFIRMATION OF AGENT'S AUTHORITY

This Confirmation of Agent's Authority (this "Confirmation"), provided to and for the benefit of GBCI, will be effective upon GBCI's receipt of an executed copy of the same via upload to the "Details" page within the Application. This Confirmation shall be made part of, and subject to, the Certification Agreement, the LEED® Project Certification Agreement, the LEED® Project Application Review Agreement, or the LEED® Volume Certification Services & Licensing Agreement (collectively referred to herein as the "Certification Agreement"), whichever the case may be, by and between Owner and GBCI regarding the Project. All capitalized terms used in this Confirmation and not defined herein shall have the respective meanings ascribed in the Certification Agreement. Any attempt to modify the terms of this form may render it invalid in GBCI's sole discretion.

1. SCOPE OF AUTHORITY. Owner hereby confirms that Agent has been granted authority to accept the Certification Agreement (as amended, supplemented, waived or otherwise modified from time to time by GBCI) in relation to the Project on behalf of Owner with Owner's full knowledge. If Agent has already accepted the Certification Agreement, Owner expressly ratifies such actions as having been performed on Owner's behalf. Owner understands that by providing this Confirmation, Owner shall be bound by the actions of Agent as if the same were taken directly by Owner. If Owner was previously undisclosed (meaning, Agent identified itself as the Owner upon registration), Owner directs GBCI to amend the Application to properly identify Owner.

2. PROJECT. This Confirmation applies to the Project (or to any and all the Projects registered within the Campus, or associated with the Prototype) identified below:

| | |
|---|--------------------|
| Greenville Transportation Activity Center | |
| (Project, Campus, or Prototype Name) | (ID Number) |

3. OWNER. The Owner, as defined in the Certification Agreement, is identified below:

| | | | |
|------------------------|---|-------------------|----------------------------|
| City of Greenville | Kevin Mulligan, PE Director of Public Works | | |
| (Name of Owner) | (Name of Owner's Representative – If Owner is an Organization) | | |
| PO Box 7207 | | | |
| (Address) | | | |
| Greenville | NC | 27835 | kmulligan@greenvillenc.gov |
| (City) | (State) | (Zip Code) | (Email) |

4. AGENT. The Agent, as defined in the Certification Agreement, is identified below:

| | | | |
|--|---|-------------------|------------------------------|
| KlingStubbins, Inc. d.b.a. Jacobs | Michael Stevenson | | |
| (Name of Agent – Must be an Organization) | (Name of Agent's Representative) | | |
| 333 Fayetteville Street Suite 1100 | | | |
| (Address) | | | |
| Raleigh | NC | 27601 | michael.stevenson@jacobs.com |
| (City) | (State) | (Zip Code) | (Email) |

5. REVOCATION OF AUTHORITY. Owner acknowledges that GBCI and its employees, agents, successors, and assigns will continue to rely on the representation of authority provided by this Confirmation unless and until GBCI receives written notice from Owner that the authority of Agent to act on Owner's behalf has been revoked, and GBCI provides notice to Owner of receipt and GBCI's acceptance of such termination of authority. Any termination of authority shall only apply to Agent's actions taken following GBCI's acknowledgement of the same. Owner must provide written notice of termination of authority to GBCI by **both** certified mail with return receipt requested to: *Attn General Counsel, Green Building Certification Institute, 2101 L Street, NW, Suite 500, Washington, DC 20037* **and** by email to: *legal@gbc.org*. Notices not sent in accordance with the foregoing shall be null and void and of no effect.

IN WITNESS WHEREOF, each of the parties hereto have executed this Confirmation by their duly authorized representatives. Owner represents and warrants that Owner has reviewed the Certification Agreement, that the execution of this Confirmation is within Owner's respective organizational powers, that such execution and performance has been duly authorized by all necessary action, corporate or otherwise, does not require any consent of or filing with any third person or governmental body or agency, and does not violate: i) any law, judgment, or order; ii) Owner's organizational documents; or iii) any agreement with any third party. This Confirmation is not valid unless accepted by GBCI, in GBCI sole discretion.

OWNER:

AGENT:

(Signature for Owner) (Date)

(Name/Title)

(Signature for Agent) (Date)

(Name/Title)

This Confirmation must be submitted to GBCI via the "Details" page within the Application. To access the Details page, log into the Application for the Project in LEED Online and select the "Details" Tab. For assistance completing or submitting this Confirmation, please contact GBCI via the technical customer service contact form available at www.gbc.org/contactus.



City of Greenville, North Carolina

Meeting Date: 6/8/2015
Time: 6:00 PM

Title of Item: Authorization to submit a Lead-Based Paint Hazard Control Grant application to the U.S. Department of Housing and Urban Development

Explanation: **Abstract:** The City of Greenville is a past recipient of the U.S. Department of Housing and Urban Development's Lead-Based Paint Hazard Control Grant (LBPHC). In 2009, the Community Development Department was awarded approximately \$1.9 million in LBPHC funds. These funds were expended over a three (3) year period. During that three (3) year period, there were approximately 150 homes tested for lead and 102 cleared of lead. Moreover, 15 low-moderate income citizens were trained in lead detection and abatement.

Explanation: This is a request to submit a Lead-Based Paint Hazard Control Grant application to the Office of Healthy Homes and Lead-Based Paint Hazard Control of the U.S. Department of Housing and Urban Development (HUD) in response to a Notice of Funding Availability that City staff received on May 7, 2015. The grant's purpose is to assist local governments in the undertaking of comprehensive programs to identify and control lead-based paint hazards within eligible privately owned rental or owner-occupied housing with children under the age of six (6) residing within that home.

Staff is proposing to submit an application request in the amount of \$2.4 million. These funds will assist in the City's current practice of providing a lead-safe community.

Activities under this application, if funded, would begin in September 2015. The duration of this grant would stretch for a 36-month period. The deadline for the grant submission is June 23, 2015.

Fiscal Note: Approximately \$2.4 million from the proposed grant, and \$200,000 required local match from the FY 2015-2016 Community Development Block Grant (CDBG) award.

Recommendation: Authorize the submission of a Lead-Based Paint Hazard Control Grant Program application to HUD's Office of Healthy Homes and Lead Hazard Control.

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download



City of Greenville, North Carolina

Meeting Date: 6/8/2015
Time: 6:00 PM

Title of Item: Resolution to abandon an electric easement for East Carolina University (Medical Foundation of East Carolina University, Inc.) and authorize the deed of release

Explanation: **Abstract:** Greenville Utilities Commission seeks to abandon an electric easement located between the ECU Heart Institute and the Laupus Library that is no longer necessary.

Explanation: East Carolina University is planning to build a new Student Union on the Health Sciences Campus between the ECU Heart Institute and the Laupus Library. A. Scott Buck, East Carolina University Associate Vice Chancellor for Administration & Finance-Business Services, has advised that there is a ten foot (10') wide electric easement (no facilities are actually in the ground) that needs to be abandoned and has requested assistance in obtaining a deed of release for the same. At its May 21, 2015 regular meeting, the GUC Board of Commissioners adopted a resolution abandoning the electric easement and recommends similar action by City Council.

Fiscal Note: No costs to the City.

Recommendation: Adopt the resolution and authorize the execution of the deed of release

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Attachments / click to download

[Deed of Release](#)

[Resolution with map](#)

RESOLUTION _____
RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF GREENVILLE, NORTH CAROLINA
ABANDONING AN EXISTING ELECTRICAL EASEMENT 10' IN WIDTH
AND AUTHORIZING EXECUTION OF DEED OF RELEASE

WHEREAS, Greenville Utilities Commission of the City of Greenville, North Carolina (hereinafter referred to as "Commission"), heretofore obtained a ten foot (10') wide ^{Attachment number 1} ~~Electrical~~ Electrical Easement dated October 14, 1983, running along the Mildred Harris Taylor – Professional Center property line from the eastern R/W line of S.R. 1202 southeasterly to a common corner of the Mildred Harris Taylor, Professional Center, ECU School of Medicine Properties, appearing of record in Book H52 at Page 862, Pitt County Public Registry; and

WHEREAS, such Electrical Easement is no longer needed by the Commission; and

WHEREAS, Commission anticipates no use now or in the future for such Electrical Easement hereinafter described as "TO BE ABANDONED;" and

WHEREAS, Commission desires to abandon such ten foot (10') wide Electrical Easement dated October 14, 1983, all as is shown on that certain plat entitled "Electric Easement on Property of the Professional Center" dated July 25, 1983 (see Book H52 at Page 865, Pitt County Public Registry), which is marked Exhibit "A" and is attached hereto and made a part hereof and to which reference is hereby made for a more particular and accurate description of the Electrical Easement "TO BE ABANDONED;" and

WHEREAS, the Medical Foundation of East Carolina University, Inc., has requested the Commission to abandon such ten foot (10') wide Electrical Easement hereinafter described as "TO BE ABANDONED" in order for East Carolina University to build a new building on the Health Sciences Campus between the ECU Heart Institute and the Laupus Library, and A. Scott Buck, has requested the City of Greenville to acknowledge such abandonment and release; and

WHEREAS, Commission deems such abandonment to be reasonable and in the best interests of Commission and all parties and requests the City of Greenville to acknowledge such abandonment and to release such ten foot (10') wide Electrical Easement as shown on such plat as "TO BE ABANDONED" as hereinafter described.

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

1. That the City Council of the City of Greenville does hereby abandon a ten foot (10') wide Electrical Easement as shown on that certain plat entitled "Electric Easement on

Property of the Professional Center” dated July 25, 1983, which is marked Exhibit “A” and is attached hereto and made a part hereof, and to which reference is hereby made for a more particular and accurate description of the Electrical Easement “TO BE ABANDONED;” and

2. That the appropriate City Officials be and are hereby empowered to make, execute and deliver to FRED MATTOX, Trustee, Professional Center, or the current owner of the property encumbered by such ten foot (10’) wide Electrical Easement in an instrument ^{Attachment number 1} ~~page 2 of 3~~ form suitable for recording to release whatever interests the City of Greenville for the use and benefit of Greenville Utilities Commission, might have in and to such ten foot (10’) wide Electrical Easement to be abandoned as hereinabove described.

Adopted this the ____ day of _____, 20__.

CITY OF GREENVILLE

By _____
ALLEN M. THOMAS, Mayor

(SEAL)

ATTEST:

CAROL L. BARWICK, Clerk

BOOK H 52 PAGE 865

ALL AS SHOWN ON RIVERS ASSOC.
ELECTRIC AND TELEPHONE
PLANS AND PLANS
PROFESSIONAL ELECTRICAL
SECTION

EXHIBIT "A"

PROPERTY OF:
MILDRED MARSH TAYLOR

PROPERTY OF:
ECU MED.
SCHOOL

10' ELECTRIC
EASEMENTS

GRADERS RENEW D CABLE
ELECTRIC

PROPERTY OF:
THE PROFESSIONAL CTR.

FUTURE STREET

| | | | |
|----------------------------|--|---------------------|--|
| Easement Req'd | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | Survey/Slakes Req'd | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Tree Work Req'd | Yes <input type="checkbox"/> No <input type="checkbox"/> | Permission Req'd | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Permit Req'd, FAA | RR Xing | State Rd | |
| Renewal Tol. Co. Set Poles | Yes <input type="checkbox"/> No <input type="checkbox"/> | Tel. Attachment Per | |
| Renewal Tol. Co. Transfer | Yes <input type="checkbox"/> No <input type="checkbox"/> | | |
| Type Construction | Long Span <input type="checkbox"/> Short Span <input type="checkbox"/> | | |
| Pole Line Feet | Add. Rec. <input type="checkbox"/> On Transm. <input type="checkbox"/> | Add. Rec. | |
| Map Posting Req'd | Yes <input type="checkbox"/> No <input type="checkbox"/> | Posted by | |

| | |
|---|-------------------------|
| GREENVILLE UTILITIES COMMISSION | |
| ELECTRIC EASEMENT ON PROPERTY OF THE PROFESSIONAL CENTER | |
| Engineer | TRC |
| Date | 7-25-53 |
| Scale | 1"=100' ST. LL. MAP NO. |
| WORK ORDER NO. | |

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

Attachment number 2
Page 1 of 4

NORTH CAROLINA

DEED OF RELEASE

PITT COUNTY

THIS DEED OF RELEASE, made and entered into this the ____ day of _____, 20___, by and between the City of Greenville, North Carolina, a municipal corporation in Pitt County, North Carolina, party of the first part (hereinafter called GRANTOR), and MEDICAL FOUNDATION OF EAST CAROLINA UNIVERSITY, INC., party of the second part (hereinafter called GRANTEE).

W I T N E S S E T H

THAT WHEREAS, the GRANTOR for the use and benefit of Greenville Utilities Commission currently owns a ten foot (10') wide Electrical Easement dated October 14, 1983, running along the Mildred Harris Taylor – Professional Center property line from the eastern R/W line of S.R. 1202 southeasterly to a common corner of the Mildred Harris Taylor, Professional Center, ECU School of Medicine Properties, appearing of record in Book H52 at Page 862, Pitt County Public Registry, and to which reference is hereby made for a more particular and accurate description of the Electrical Easement “TO BE ABANDONED;” and

WHEREAS, the current owner of the underlying fee interest in the subject property is now GRANTEE; and

WHEREAS, Greenville Utilities Commission has no further use or need for such ten foot (10') wide Electrical Easement to be abandoned” and

WHEREAS, Greenville Utilities Commission has requested that GRANTOR indicate formally that it has no claims or interest in such property encumbered by such ten foot (10') wide Electrical Easement shown as to be abandoned on the attached Exhibit “A”; and

WHEREAS, Greenville Utilities Commission has therefore requested GRANTOR to execute a Deed of Release to GRANTEE to indicate its abandonment and release of such ten foot (10') wide Electrical Easement shown as to be abandoned on the attached Exhibit “A;” and

WHEREAS, the City Council of the GRANTOR, acting on the recommendation of Greenville Utilities Commission, has duly adopted the Resolution abandoning to GRANTEE, such ten foot (10') wide Electrical Easement, a copy of which said Resolution is attached hereto as Exhibit "B" and made a part hereof.

NOW THEREFORE, pursuant to and in accordance with said Resolution, GRANTOR does hereby remise, release, discharge and forever quitclaim unto GRANTEE, ^{Attachment number 2} MEDICAL FOUNDATION OF EAST CAROLINA UNIVERSITY, INC., as the current owner of the subject property, his heirs and assigns, all the GRANTOR's rights, title and interest in and to such ten foot (10') wide Electrical Easement running along the Mildred Harris Taylor – Professional Center property line from the eastern R/W line of S.R. 1202 southeasterly to a common corner of the Mildred Harris Taylor, Professional Center, ECU School of Medicine Properties, appearing of record in Book H52 at Page 862, Pitt County Public Registry, marked Exhibit "A" and attached hereto and made a part hereof, and to which reference is hereby made for a more particular and accurate description of the ten foot (10') wide Electrical Easement to be abandoned.

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

CITY OF GREENVILLE, NORTH CAROLINA

By: _____
ALLEN M. THOMAS, Mayor

[SEAL]

Attest:

CAROL L. BARWICK, City Clerk

NORTH CAROLINA

PITT COUNTY

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

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

Attachment number 2
Page 3 of 4

NOTARY PUBLIC

My Commission Expires: _____

N:\LEGAL\Deeds of Release\Deed of Release Medical Foundation.docx

BOOK H 52 PAGE 865

ALL AS SHOWN ON RIVERS ASSOC.
ELECTRIC AND TELEPHONE PLANS
PROFESSIONAL ELECTRICAL
SECTION 11

EXHIBIT "A"

PROPERTY OF:
MILDRED MARSH TAYLOR

PROPERTY OF:
ECU MED. SCHOOL

10' ELECTRIC
EASEMENTS

GRADERS BOUND CABLE
ELECTRIC

PROPERTY OF:
THE PROFESSIONAL CTR.

FUTURE STREET

| | | | |
|----------------------------|--|---------------------|--|
| Easement Req'd | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | Survey/States Req'd | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Tree Work Req'd | Yes <input type="checkbox"/> No <input type="checkbox"/> | Permission Req'd | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Permit Req'd, FMA | RR Xing | State Rd | |
| Renewal Tol. Co. Set Poles | Yes <input type="checkbox"/> No <input type="checkbox"/> | Tol. Attachment Per | |
| Renewal Tol. Co. Transfer | Yes <input type="checkbox"/> No <input type="checkbox"/> | | |
| Type Construction | Long Span <input type="checkbox"/> Short Span <input type="checkbox"/> | | |
| Pole Line Feet | Add. Rec. <input type="checkbox"/> On Transm. <input type="checkbox"/> | Add. Rec. | |
| Map Posting Req'd | Yes <input type="checkbox"/> No <input type="checkbox"/> | Posted by | |

| | |
|--|-------------------------|
| GREENVILLE UTILITIES COMMISSION | |
| ELECTRIC EASEMENT ON PROPERTY OF THE PROFESSIONAL CENTER | |
| Engineer | TRC |
| Date | 7-25-53 |
| Scale | 1"=100' ST. LL. MAP NO. |
| WORK ORDER NO. | |



City of Greenville, North Carolina

Meeting Date: 6/8/2015
Time: 6:00 PM

Title of Item: Purchase of real property for the NC Highway 43 Regulator Station as part of the Greenville Utilities Commission Northwestern Loop High-Pressure Natural Gas Main Extension Project

Explanation: **Abstract:** Greenville Utilities Commissions (GUC) seeks to purchase real property for the NC Highway 43 Regulator Station as part of the Northwest Loop High-Pressure Natural Gas Main Extension project.

Explanation: Greenville Utilities Commission has identified a property suitable for the location of the NC Highway 43 Regulator Station to be constructed as part of the Northwestern Loop High-Pressure Natural Gas Main Extension Project. The recommended property is located on the northwest quadrant of the intersection of NC Highway 43 and NC Highway 264. The property is owned by McAlister Family Properties, LP; Forte C. Rabb Revocable Trust; and Wiley S. Black. The owners have accepted an offer equal to the appraised value for the site, \$2,515. The GUC Board of Commissioners met on May 21, 2015 and approved the purchase of said property and recommends similar action by City Council.

Fiscal Note: No costs to City.

Recommendation: Authorize the purchase of said real property including the execution of the offer to purchase and other related documents

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / [click to download](#)



City of Greenville, North Carolina

Meeting Date: 6/8/2015
Time: 6:00 PM

-
- Title of Item:** Ordinance and reimbursement resolution for amendments to Greenville Utilities Commission FY 2014-15 Budget for Operations and Capital Projects
- Explanation:** **Abstract:** Greenville Utilities Commission (GUC) seeks to amend its fiscal year 2014-15 budget to reflect end-of-year projections, which include certain capital projects budget amendments.
- Explanation:** The fiscal year 2014-15 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 21, 2015, the GUC Board of Commissioners approved the fiscal year 2014-15 budget amendment, which included certain capital projects budget amendments, and recommends similar action by City Council.
- Fiscal Note:** No costs to the City.
- Recommendation:** Adopt the attached ordinance and reimbursement resolution amending GUC's fiscal year 2014-15 budget, which includes certain capital projects budget amendments.

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

- [Ordinance](#)
- [Reimbursement Resolution](#)

ORDINANCE NO. _____
TO AMEND ORDINANCE 14-037, ORDINANCE 10-41, ORDINANCE 11-040, ORDINANCE 13-027, AND ORDINANCE 13-055
CITY OF GREENVILLE, NORTH CAROLINA
2014-15 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, 2014 and ending June 30, 2015 to meet the subsequent expenditures according to the following schedules:

| <u>Revenues</u> | <u>Budget</u> | <u>Change</u> | <u>Revised</u> |
|------------------------------------|----------------------|----------------------|----------------------|
| A. <u>Electric Fund</u> | | | |
| Rates & Charges | \$195,673,311 | \$981,981 | \$196,655,292 |
| Fees & Charges | 970,000 | 300,770 | 1,270,770 |
| U.G. & Temp. Service Charges | 95,000 | 28,494 | 123,494 |
| Miscellaneous | 806,781 | 378,563 | 1,185,344 |
| Interest on Investments | 100,000 | 38,395 | 138,395 |
| Total Electric Fund Revenue | \$197,645,092 | \$1,728,203 | \$199,373,295 |
| B. <u>Water Fund</u> | | | |
| Rates & Charges | \$16,613,519 | \$296,395 | \$16,909,914 |
| Fees & Charges | 308,000 | 14,904 | 322,904 |
| Miscellaneous | 176,083 | 76,134 | 252,217 |
| Interest on Investments | 34,000 | 6,351 | 40,351 |
| Total Water Fund Revenue | \$17,131,602 | \$393,784 | \$17,525,386 |
| C. <u>Sewer Fund</u> | | | |
| Rates & Charges | \$18,666,526 | \$128,534 | \$18,795,060 |
| Fees & Charges | 310,000 | 4,635 | 314,635 |
| Miscellaneous | 125,281 | 3,060 | 128,341 |
| Interest on Investments | 15,000 | 10,120 | 25,120 |
| Total Sewer Fund Revenue | \$19,116,807 | \$146,349 | \$19,263,156 |
| D. <u>Gas Fund</u> | | | |
| Rates & Charges | \$41,483,862 | (\$3,566,359) | \$37,917,503 |
| Fees & Charges | 136,000 | 8,241 | 144,241 |
| Miscellaneous | 151,189 | 14,020 | 165,209 |
| Interest on Investments | 50,000 | 11,850 | 61,850 |
| Total Gas Fund Revenue | \$41,821,051 | (\$3,532,248) | \$38,288,803 |
| Total Revenues | \$275,714,552 | (\$1,263,912) | \$274,450,640 |

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, 2014 and ending on June 30, 2015, according to the following schedules:

| <u>Expenditures</u> | <u>Budget</u> | <u>Change</u> | <u>Revised</u> |
|---------------------|----------------------|----------------------|----------------------|
| Electric Fund | \$197,645,092 | \$1,728,203 | \$199,373,295 |
| Water Fund | 17,131,602 | 393,784 | 17,525,386 |
| Sewer Fund | 19,116,807 | 146,349 | 19,263,156 |
| Gas Fund | 41,821,051 | (3,532,248) | 38,288,803 |
| Total Expenditures | <u>\$275,714,552</u> | <u>(\$1,263,912)</u> | <u>\$274,450,640</u> |

Section III. Estimated Net Revenues and Fund Balances. It is estimated that the following non-tax revenues and long term debt proceeds will be available to fund capital project expenditures according to the following schedules:

| <u>Capital Projects Revenues</u> | <u>Budget</u> | <u>Change</u> | <u>Revised</u> |
|---|---------------------|------------------|---------------------|
| Electric Fund - Long Term Debt Proceeds | \$4,424,461 | (\$2,169,461) | \$2,255,000 |
| 2007 Revenue Bonds | 107,000 | 184 | 107,184 |
| 2008A Revenue Bonds | 353,000 | (347,840) | 5,160 |
| Electric Fund - Capital Projects Fund Balance | 240,000 | 1,722,223 | 1,962,223 |
| Water Fund - Long Term Debt Proceeds | 7,129,093 | (239,093) | 6,890,000 |
| Water Fund - Capital Projects Fund Balance | 0 | 141,167 | 141,167 |
| Sewer Fund - Long Term Debt Proceeds | 9,678,093 | (239,093) | 9,439,000 |
| Sewer Fund - Capital Projects Fund Balance | 0 | 141,167 | 141,167 |
| Gas Fund - Long Term Debt Proceeds | 5,183,599 | (268,599) | 4,915,000 |
| Gas Fund - Capital Projects Fund Balance | 1,000,000 | 1,629,067 | 2,629,067 |
| Total Capital Projects Revenue | <u>\$28,115,246</u> | <u>\$369,722</u> | <u>\$28,484,968</u> |

Section IV. Capital Project Expenditures. The following amounts are hereby estimated for the Greenville Utilities Commission to be expended for capital projects according to the following schedules:

| <u>Capital Projects Expenditures</u> | <u>Budget</u> | <u>Change</u> | <u>Revised</u> |
|--|---------------------|------------------|---------------------|
| New Operations Center | \$4,100,000 | 0 | \$4,100,000 |
| Business Application Master Plan | 1,366,246 | (559,578) | 806,668 |
| Frog Level Substation Improvements Project | 1,500,000 | (520,700) | 979,300 |
| Frog Level and MacGregor Down Substation Feeder Expansions | 700,000 | 0 | 700,000 |
| Water Treatment Plant Upgrade Phase I | 1,900,000 | 0 | 1,900,000 |
| Water Biofiltration Upgrade | 1,600,000 | 0 | 1,600,000 |
| Water Filter Backwash Pipe Repair & Filter Flow Bypassing to Clearwell | 550,000 | 0 | 550,000 |
| Water/Sewer Meter ERT/Low Lead Compliance Changeout | 3,125,000 | 0 | 3,125,000 |
| Sewer PLC Replacement for FS, GMR & IP Pump Stations | 600,000 | 0 | 600,000 |
| Sewer Biosolids Processing Upgrades | 6,800,000 | 0 | 6,800,000 |
| Sewer Harris Mill Interceptor | 524,000 | 0 | 524,000 |
| Western Loop High Pressure Gas Main Extension | 2,850,000 | 1,450,000 | 4,300,000 |
| Natural Gas Vehicle Fueling Station | 2,500,000 | 0 | 2,500,000 |
| Total Capital Projects Expenditures | <u>\$28,115,246</u> | <u>\$369,722</u> | <u>\$28,484,968</u> |

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

(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.

Section VI: Appropriation. The capital project revenues and expenditures authorizations shall extend from year to year until each project is completed.

Section VII: Distribution. 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 _____ day of _____, 2015.

Allen M. Thomas, Mayor

Attest:

Carol L. Barwick, City Clerk

RESOLUTION NO. 15-__
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 TAX EXEMPT
FINANCING FOR CERTAIN EXPENDITURES MADE AND TO BE MADE IN
CONNECTION WITH THE ACQUISITION AND CONSTRUCTION OF CERTAIN
CAPITAL IMPROVEMENTS

WHEREAS, the Greenville Utilities Commission of the City of Greenville, North Carolina, a body politic duly chartered by the State of North Carolina, (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 “Project”) more fully described in Exhibit A attached hereto, consisting of improvements to its electric, gas, sanitary sewer and water systems (collectively, the “System”); and

WHEREAS, the City Council of the City of Greenville, North Carolina (the “City Council”) 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 tax-exempt obligations (the “Debt”);

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

Section 1. The City Council 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 Project no more than 60 days prior to the date hereof and thereafter. The City Council reasonably expects on the date hereof that it will reimburse the Commission for the Expenditures from the proceeds of a like amount of the Debt.

Section 2. Each Expenditure was or will be either (a) of a type chargeable to capital account under general federal income tax principles (determined as of the date of the Expenditures), (b) the cost of issuance with respect to the Debt, (c) a non-recurring item that is not customarily payable from current revenues of the System, or (d) a grant to a party that is not related to or an agent of the Commission or City of Greenville, North Carolina (the “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 Tax Exempt Financing estimated to be issued to reimburse the Commission for Expenditures for the Improvements is estimated to be not more than \$4,300,000.

Section 4. The Commission and the City will make a reimbursement allocation, which is a written allocation by the Commission and the City that evidences the Commission’s

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

Section 5. The resolution shall take effect immediately upon its passage.

Adopted this the ____ day of _____, 2015.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

EXHIBIT A

THE IMPROVEMENTS

The Improvements referenced in the resolution include, but are not limited to, all operating and capital expenditures associated with the purchase, design and construction of:

| | |
|---|-----------|
| Western Loop High Pressure Gas Main Extension | 4,300,000 |
|---|-----------|



City of Greenville, North Carolina

Meeting Date: 6/8/2015
Time: 6:00 PM

Title of Item: Award of a pre-event contract for Debris Management and Removal Services in the event of a natural disaster

Explanation: **Abstract:** Natural disasters such as hurricanes and tornadoes can cause large quantities of debris that municipalities must properly dispose of during the recovery process. Larger disasters will require contract support to remove the quantity of debris generated by the event. Public Works issued a Request for Proposals for a pre-event Debris Management and Removal Service contract, and seven contractors submitted proposals. The contractor selected as best qualified was CrowderGulf, LLC of Theodore, Alabama.

Explanation: Natural disasters such as hurricanes and tornadoes can cause large quantities of debris that municipalities must properly dispose of during the recovery process. Small-scale disasters can generally be handled with City forces. However, larger disasters require contract support to remove the quantity of debris generated by the event. This support can be obtained through contracting actions before or after the event. The main advantage of pre-event Debris Management and Removal contracts is that they provide commitments for early response from the contractor(s). Contracting after the event does not usually provide as early a response as can be obtained from the contractor selected for the pre-event Debris Management and Removal contract. Additionally, the Federal Emergency Management Agency (FEMA) recommends municipalities obtain pre-event contracts.

This pre-event Debris Management and Removal contract (attached) does not include a retainer fee, and the contractor is not authorized to commence work until after a Notice to Proceed is issued by the City. The Notice to Proceed will not be issued unless FEMA designates the storm debris removal is eligible for reimbursement. The term of the contract is for 2 years, with an automatic 1-year extension unless either party chooses not to extend the contract for an additional year.

Public Works issued a Request for Proposals for a pre-event Debris Management and Removal contract, and seven contractors submitted proposals. The proposals

were reviewed utilizing the following five criteria: experience, technical capabilities, equipment, price, and references.

The contractor selected as best qualified was CrowderGulf, LLC of Theodore, Alabama. As part of the selection process, staff reviewed contractors' plans for utilizing local subcontractors. CrowderGulf, LLC's plans include utilizing local subcontractors to the highest extent practical in its debris removal efforts. CrowderGulf, LLC is presently under contract with the City for pre-event debris management and removal services through August 9, 2015.

Fiscal Note:

The only costs associated with this pre-event contract, until activated, are staff time to prepare and review the contract. The cost for actual services rendered under the contract should be reimbursed by FEMA should a disaster declaration be made.

Recommendation:

Staff recommends City Council award the pre-event Debris Management and Removal Service contract to CrowderGulf, LLC of Theodore, Alabama effective August 10, 2015.

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [Debris Management and Removal Contract](#)

Agreement
Between City of Greenville, NC
and CrowderGulf, LLC
For
Debris Management and
Removal Services

This is an Agreement effective as of August 10, 2015 between the City of Greenville, North Carolina (City) and CrowderGulf, LLC. City's project, of which Contractor's services under this Agreement are a part, is generally identified as follows:

Debris Management and Removal Services

Contractor's services under the Agreement are generally identified as follows:

Once issued a notice to proceed, the Contractor will assist the City with removing debris from the City after a disaster and properly disposing of the debris.

City and Contractor further agree as follows:

I. PRE-EVENT AGREEMENT FOR DEBRIS MANAGEMENT AND REMOVAL SERVICES

A. SCOPE

The Contractor is to perform the work as defined in the Request for Proposal and amendments, if any. The Request for Proposal is hereby incorporated by reference herein and made a part thereof as fully as if herein set forth. Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables to complete the work.

B. 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 Request for Proposal
4. Contractor's Proposal

C. TERM OF AGREEMENT

The period of this Agreement shall be for twenty-four (24) months, beginning on August 10, 2015, and ending on August 10, 2017. This Agreement shall be extended for one (1) additional year unless either the City or the Contractor notifies the other in writing no less than ninety (90) days prior to the Agreement end date that the Agreement will not be extended beyond the term of the contract.

II. COMPENSATION

The Contractor agrees to provide services and materials as specified in its proposal to the City at the cost specified in said proposal and amendments, if any. The proposal and any amendments thereto incorporated by reference herein and made a part hereof as if fully herein set forth.

III. PAYMENT

All invoices received by the City are payable within thirty (30) days from receipt, provided they have first been approved by the City and the City has accepted the work. However, payment may be delayed up to ninety (90) days due to the State and FEMA reporting and reimbursement processes, when applicable.

All invoices shall be directed to:

Department of Public Works
City of Greenville
PO Box 7207
Greenville, NC 27835

IV. GENERAL TERMS AND CONDITIONS

A. Termination

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

1. Failure by the City to appropriate funds in the budget to pay the Contractor for the requested services.
2. The Contractor fails to perform any of the services required in the Agreement.
3. For the convenience of the City, in the City's discretion for any reason whatsoever. In the event that the Agreement is wrongfully terminated under any of the other grounds enumerated herein, termination shall be treated as a termination for convenience. If the Agreement is terminated for convenience, or wrongfully terminated upon any of the other grounds enumerated herein, the Contractor's sole and exclusive remedy is to be compensated for services rendered up to the date of termination calculated on a per diem basis using a 365-day calendar year.
4. Force majeure
5. Upon expiration of the two year term of the Agreement, unless extended in accordance with the terms and conditions of the Agreement.

B. Performance Requirements and Services

1. The services to be provided by the Contractor for the City include those which are necessary for the removal of excess green waste and/or bulk refuse from City streets, right-of-ways, public parks and public places, including, but not

limited to personal/private property, and debris placed on or in these public sites as approved by the City to be removed by the Contractor.

2. Debris to be removed by the Contractor will be designated by a City official, inspector or other personnel approved by the City.
3. The method(s) utilized for debris removal under this Agreement are to be determined by the Contractor and approved by the City. The Contractor shall be entitled to employ heavy equipment, trucks, loaders, saws, and personnel necessary to accomplish the objective of the City. The work to be performed under this Agreement shall consist of the Contractor clearing and removing any and all eligible debris for the City by a process including: 1) examination of debris to be hauled; 2) cutting, clearing, stacking, sorting, or moving debris to facilitate loading; 3) loading and hauling debris to location(s) approved by the City. The City may instruct the Contractor to grind or recycle the City's excess green waste materials.
4. The Contractor shall perform work so as not to interfere with the normal operations of the City, State or Federal functions and/or violate existing regulations of these or other regulatory agencies.

C. Indemnification and Insurance

1. Indemnity

Contractor indemnify, defend, hold harmless and reimburse the City, its agents and employees from and against any and all losses, liabilities, expenses, and all claims for damage of any nature whatsoever relating to or arising out of any action or failure to act by respondent, its subcontractors, officer, agents, and employees of any of the obligations under this Agreement. Losses, liabilities, expenses, and claims for damages shall include, but are not limited to civil and criminal fines and penalties, loss of use and/or services, bodily injury, death, personal injury, or damage to real or personal property, defense costs, legal fees, and costs and attorney's fees for any appeal.

Contractor will promptly notify the City of any Civil 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.

2. Insurance Requirements

The Contractor, at its own expense, shall keep in force and at all times maintain during this Agreement:

- a) An Owner's and Contractors Protective Liability Policy issued in the name of the City, in an amount of no less than \$2,000,000.00 per occurrence limit for bodily injury, personal injury, and property damage, with an aggregate liability not less than \$2,000,000.00. (Coverage shall be at least as broad as provided for in the most current version of the insurance services office form applicable to such policy);

- b) A separate General Liability Policy naming the Contractor or other person who will be performing the activity as insured and also naming the City as an additional insured in an amount not less than \$1,000,000.00 per occurrence and property damage and products completed operations. (Coverage shall be at least as broad as provided for in the most current version of the insurance services office form applicable to such policy); and
- c) An Excess Liability Policy naming the Contractor or other person who will be performing the activity as insured and also naming the City as an additional insured in the amount not less than \$4,000,000.00 for bodily injury, personal injury, property damage, and products completed operations.
- d) Workers' Compensation Coverage
Full and complete Workers Compensation Coverage, as required by the State of North Carolina, shall be required.
- e) Insurance Certificates
The Contractor shall provide the City with Certificate(s) of Insurance on all policies of insurance and renewals thereof in a form(s) acceptable to the City. Said Commercial General Liability policy shall provide that the City be an additional named insured.
- f) 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.
- g) 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.

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.

E. Right to Audit Records

The City, State, and/or FEMA shall be entitled to audit the books and records of the Contractor or of any sub-contractor to the extent that such books and records relate to the performance of this Agreement or any sub-contract to this Agreement.

F. Time is of the Essence

The parties agree that time is of the essence in the completion of the work called for under 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. M/WBE

The City of Greenville has adopted an Affirmative Action and Minority and Women Business Enterprise Plan (M/WBE) Program. Firms submitting a proposal are attesting that they also shall take affirmative action to insure equality of opportunity in all aspects of employment, and to utilize M/WBE suppliers of materials and labor when available.

VI. SPECIAL PROVISIONS

- A. The Contractor must have a representative present in the City's office or Emergency Operations Center within thirty-six (36) hours of Notification to Proceed and be able to mobilize equipment and personnel to the designated location within forty-eight (48) hours of Notice to Proceed. If necessary, the Contractor may need to pre-stage in the region if there is sufficient indication of a likely event.
- B. Emergency road clearing on highway rights-of-way (ROW) shall be performed on a time and material basis only as authorized by the City and up to seventy (70) hours or other limits allowed by Federal requirement as applicable. However, experience has shown the First Responders completed the initial cut through. Work conducted on the ROW shall be limited to the point where fallen vegetation and other debris enter the ROW. No equipment or personnel may operate beyond the ROW unless specifically approved by the City.
- C. Contractors shall utilize or sub-contract with local contractors to perform the work to the greatest extent possible.
- D. The Contractor shall provide one day of Debris Management training per year to the City staff during the month of April, as arranged by the Public Works Department. The Contractor shall also assist the City with updates and improvements to the City's Debris Management Plan annually to ensure full compliance with current FEMA regulations.
- E. The Contractor shall provide all necessary security and oversight for all operations.
- F. The Contractor shall provide sufficient traffic control and warning devices for conducting work on streets and highways.
- G. The anticipated Contractor work hours are sun up to sun down, seven days per week unless otherwise approved by the City.
- H. The Contractor shall hire and supervise any needed hazardous materials specialists and handle the disposal of all hazardous substances in accordance with all laws and regulations.
- I. The Contractor shall operate within the requirements of the Occupational Safety and Health Act, and all other applicable federal and state laws, rules, and regulations.

- J. The City shall accept the serialized copy of the Contractor's debris load ticket(s) as the certified, original source documents to account for the measurement and accumulation of the volume of debris delivered and processed at the reduction and/or disposal site(s). The ticketing system will also be used in the event of additional debris transfer station(s). These tickets shall be used as the basis of electronic generated billing and/or report(s). They should include the following: (load tickets shall be turned in weekly)

Date
Preprinted Number
Hauler's Name
Truck Number
Truck capacity in cubic yards
Load percentage full, as assigned by Debris Monitors
Load amount in billable cubic yards
Debris classification as burnable, non-burnable, mixed other
Point of origin for debris collected and time loaded
Dumpsite location and time dumped

- K. The City will identify one or more Temporary Debris Storage Sites. All site work on these sites must be approved by the City. The Contractor will prepare a site management plan in advance for these sites to include:

- Access to site
- Site management, to include point-of-contact, organizational chart, etc.
- Site preparation, clearing, erosion control, and grading
- Traffic control procedures
- Site safety
- Site security
- Site layout/Segregation of debris
- Hazardous waste material plan
- Location of ash disposal area, hazardous material containment area, contractor work area, and inspection tower (if required)
- Location of incineration operations, grinding operation (if required). Note: All incineration and grinding operations shall be in accordance with Appendix H, Public Assistance Debris Management guide, FEMA 325 dated April 1999 or latest edition, and with North Carolina Division of Solid Waste and Air Quality Control.
- Location of existing structures or sensitive areas requiring protection
- Environmental mitigation plan, including consideration for smoke, dust, noise, traffic, buffer zones, storm water runoff
- All necessary licenses, permits, and fees for the same are the responsibility of the Contractor.

- L. The Contractor may be requested to construct an inspection tower at each debris storage site as required by the City. The tower shall be constructed using pressure treated wood or metal scaffolding. The floor elevation of the tower shall be 10-feet above the existing ground elevation. The floor area shall be a minimum 8' x 8', constructed of 2" x 8" joists, 16" O.C. with ¾" plywood supported by a minimum of four 6" x 6" posts. A 4-foot high wall constructed of 2" x 4" studs and ½" plywood shall protect the perimeter of the floor area. The floor area shall be covered by a roof. The roof shall provide a minimum of 6'-6" of headroom below the support beams. Steps with a handrail shall provide access to the tower. Tower shall be built in accordance with North Carolina Building Code requirements. This tower will be utilized by the City of Greenville or a private load monitoring company.
- M. The Contractor shall be responsible for reporting to the City and cleaning up all spills caused by the Contractor's operation at no additional cost to the City or any other governmental entity. Immediate containment action shall be taken as necessary to minimize the effect of any spill or leak. Cleanup shall be in accordance with applicable federal, state, and local laws and regulations.

Spills shall be reported to the City Public Works Department immediately following discovery. A written follow-up shall be submitted to the City Manager within seven (7) days after the initial report. The written report shall be in narrative form and as a minimum shall include the following:

- Description of the material spilled
- Determination as to whether or not the amount spilled is EPA/state reportable
- When and whom it was reported
- Exact time and location of spill
- Receiving streams or waters
- Cause of incident and equipment and personnel involved
- Injuries or property damage
- Duration of discharge
- Containment procedures initiated
- Summary of all communication the Contractor had in regards to the spill
- Description of spill and cleanup procedures

VII. MISCELLANEOUS PROVISIONS

- A. Assignment of this Agreement shall not be made without advance written consent of the City.
- B. 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.
- C. 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.
- D. The Contractor is to procure all permits, licenses, and certificates, or any such laws, ordinances, rules and regulations, for proper execution and completion of the Work under this Agreement.

- E. 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.
- F. Any litigation arising out of this Agreement shall be heard in Pitt County.
- G. 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 with 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.
- H. This Agreement, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
- I. Contractor shall provide City with Payment and Performance Bond based on the estimated amount of the contract upon activation of the agreement. Failure to provide the bond(s) will result in this agreement being null and void.
- J. Unless otherwise stated, all official correspondence and contact shall be addressed to:

For the City

Public Works Department
Attention: Kenneth W. Jackson
Public Works Operations Manager
1500 Beatty Street
Greenville, NC 27834

For the Contractor

CrowderGulf, LLC
Attn: John Ramsay, President
5234 Business Parkway
Theodore, AL 36582

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

CITY OF GREENVILLE

CONTRACTOR

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

Unless otherwise stated, all official correspondence and contact shall be addressed to:

For the City

For the Contractor

Public Works Department
Kevin Mulligan, P.E.
Director of Public Works
1500 Beatty Street
Greenville, NC 27834

CrowderGulf, LLC
John Ramsay
President
5435 Business Parkway
Theodore, AL 366582

APPROVED AS TO FORM:

David A. Holec, City Attorney

PRE-AUDIT CERTIFICATION:

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

Bernita W. Demery, CPA, Director of Financial Services

Account Number: _____

Project Code (if applicable) _____

Pricing



City of Greenville, NC
RFP - Debris Management and Removal Services

2015 CrowderGulf Pricing for Greenville, NC

| FEE SCHEDULE | | |
|---------------------|--|-------------------|
| 1. | Vegetative storm debris picked up at the designated work zone, hauled to and dumped at a Temporary Debris Storage and Reduction Site (TDSRS) | |
| | Mileage Radius 0-15 Miles | \$ 7.00 /cu. yd. |
| | 16-30 Miles | \$ 7.50 /cu. yd. |
| | 31-60 Miles | \$ 8.25 /cu. yd. |
| | 61-90 Miles | \$ 9.50 /cu. yd. |
| | 91-120 Miles | \$ 10.25 /cu. yd. |
| 2. | Construction and Demolition debris hauled to and dumped at a City approved disposal site or landfill | |
| | Mileage Radius 0-20 Miles | \$ 7.50 /cu. yd. |
| | 21-40 Miles | \$ 8.50 /cu. yd. |
| | 41-70 Miles | \$ 9.50 /cu. yd. |
| | 71-100 Miles | \$ 10.50 /cu. yd. |
| | 101-140 Miles | \$ 12.00 /cu. yd. |
| 3. | Validated load hauled tickets from the TDSRS for final processed vegetative debris at a City approved recycling facility. | |
| | Mileage Radius 0-20 Miles | \$ 4.00 /cu. yd. |
| | 21-40 Miles | \$ 5.00 /cu. yd. |
| | 41-70 Miles | \$ 6.00 /cu. yd. |
| | 71-100 Miles | \$ 7.00 /cu. yd. |
| | 101-140 Miles | \$ 8.00 /cu. yd. |
| 4. | Tipping fees/disposal costs for Green Waste shall be paid by the CONTRACTOR and actual incurred cost shall be invoiced to the City for reimbursement | |
| 5. | Management, Processing and Loading of all eligible debris and/or residue at the TDSRS including locating, leasing (if required), preparing and layout of site, management, maintenance, and operation of the TDSRS; the receiving, sorting, segregation, processing and reduction of vegetative debris (chipping or grinding or burning as directed by the City); furnishing materials, supplies, labor, tools, and equipment necessary to perform services; maintenance of internal roadways, providing traffic control, dust control, erosion control, inspection tower(s), lighting, hazardous/toxic waste (HTW) containment areas, fire protection, all required permits, environmental monitoring, and safety measures; loading reduced/stored debris and initiating load tickets for final disposition; and Closure and remediation of the TDSRS | \$ 4.25 /cu. yd. |
| 6. | Pick up and dispose of hazardous materials | \$ 5.00 /lb. |
| 7. | Dead Animal Collection, Transportation & Disposal | \$ 0.50 /lb. |
| | | |

| | | |
|-----|---|---------------------|
| 8. | <u>Hazard trees</u> - Trees will be evaluated by the City and be designated to be cut down and hauled to the TDSRS for reduction. Trees will be measured 3' above the ground | |
| | 6"-12" Diameter | \$ 25.00 /tree |
| | 13"-24" Diameter | \$ 75.00 /tree |
| | 25"-48" Diameter | \$ 225.00 /tree |
| | >48" Diameter | \$ 350.00 /tree |
| 9. | Stumps up to 24" in diameter (requires City approval) | \$ 90.00 /ea |
| | Stumps over 24" in diameter (requires City approval) | \$ 200.00 /ea. |
| 10. | <u>Hangers</u> - Hangers will be considered any hanging/damaged remaining in the tree(s) above the ROW of 2" or greater diameter. The Contractor, at the direction of the City, will remove hangers for a unit price per hanger | |
| | 2"-4" Hanger | \$ 35.00 /hanger |
| | 5"-12" Hanger | \$ 40.00 /hanger |
| | >12" Hanger | \$ 40.00 /hanger |
| 11. | <u>Private Property Demolition and Debris Removal</u> - The CONTRACTOR shall operate beyond the public Right-of Way (ROW) only as identified and directed by the City. Operations beyond the ROW on private property shall be only as necessary to abate imminent and significant threats to the public health and safety of the community and shall include but is not limited to, the demolition of structures and the removal and relocation of the debris to the public ROW | \$ 1.50 per sq. ft. |
| 12. | Tipping fees/disposal for C&D debris shall be paid by the City | |
| 13. | <u>Fallen Trees</u> - The CONTRACTOR shall cut a fallen tree, which extends onto the ROW from private property, at the point where it enters the ROW. Vegetative debris will be placed on the ROW for collection as addressed under item #1. (a.) | Price Included |
| 14. | <u>Fill Dirt</u> - As identified and directed by the City, the CONTRACTOR shall place compatible fill dirt in ruts created by equipment and vehicles, holes created by removal of hazardous stumps and other areas that pose an imminent and significant threat to public health and safety. | \$ 12.00 /cu. yd. |
| 15. | <u>White Goods</u> - The CONTRACTOR shall recycle all eligible white goods in accordance with all federal, state and local rules, regulations, and laws | \$ 30.00 /unit |
| 16. | <u>Freon Recovery</u> - The CONTRACTOR SHALL REMOVE AND RECOVER Freon from any white goods, such as refrigerators, freezers or air conditioners, at the TDSRS or final disposition site in accordance with all federal, state, and local rules, regulations, and laws | \$ 30.00 |
| 17. | <u>Training and Assistance</u> - Sessions shall be for all key City personnel and assistance in all disaster debris recovery planning efforts as requested | Price Included |

| | | |
|-----|---|-----------------|
| 18. | <u>Preliminary Damage Assessment</u> - Determining the impact and magnitude of the disaster event before federal assistance is requested, identifying damaged locations and facilities, distinguishing between pre-disaster damage and disaster - generated damage, documenting eligible costs and describing the physical and financial impact of the disaster | Price Included |
| 19. | <u>Mobilization and Demobilization</u> - All arrangements necessary to mobilize and demobilize the CONTRACTOR'S labor force and machinery needed to perform the Scope of Services contained herein shall be made by the CONTRACTOR. | Price Included |
| 20. | <u>Management Fee for Landfill Site Disposal Operation-</u> All arrangements and equipment necessary to mobilize, manage, and demobilize monitoring operations at an existing permitted disposal site as required | \$ 1.00 cu./yd. |
| 21. | <u>Temporary Storage of Documents</u> - The CONTRACTOR shall provide storage of daily or disaster-related documents and reports for protection during the disaster event | Price Included |
| 22. | <u>Debris Planning Efforts</u> - The CONTRACTOR shall assist in all disaster debris recovery planning efforts as requested by the City. These planning efforts shall include, but are not limited to, development of a <i>debris management</i> plan, identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event. | Price Included |
| 23. | <u>Closure and Remediation of the TDSRS</u> - The CONTRACTOR shall remove all CONTRACTOR equipment and temporary structures and shall dispose of all residual debris from the TDSRS at an approved final disposition site. The CONTRACTOR is responsible for the reclamation and remediation of the TDSRS site to its original state prior to use by the CONTRACTOR. | Price Included |
| 24. | <u>Reporting and Documentation</u> - The CONTRACTOR shall provide and submit to the City all reports and documents as may be necessary to adequately document the <u>Debris Recovery Services</u> in accordance with FEMA/NC requirements. | Price Included |

HOURLY FEE SCHEDULE

| <i>All equipment rates below include operator fuel, and maintenance costs</i> | |
|---|--------------------|
| Personnel/Equipment | Hourly Rate |
| 30 Ton Crane | \$ 150.00 |
| Stump Grinder | \$ 85.00 |
| 50' Bucket Truck | \$ 135.00 |
| Track-Hoes John Deere 690 Equivalent | \$ 110.00 |
| John Deere 544 or Equivalent | \$ 110.00 |
| Service Trucks | \$ 55.00 |
| Tractor with Box Blade | \$ 50.00 |
| 5-14 Cubic Yard Dump Truck | \$ 45.00 |
| 15-24 Cubic Yard Dump Truck | \$ 63.00 |
| 25-34 Cubic Yard Dump Truck | \$ 67.00 |
| 35-44 Cubic Yard Dump Truck | \$ 72.00 |
| 45-54 Cubic Yard Dump Truck | \$ 82.00 |
| 55-64 Cubic Yard Dump Truck | \$ 90.00 |
| 65-74 Cubic Yard Dump Truck | \$ 100.00 |
| 75+ Cubic Yard Dump Truck | \$ 110.00 |
| 850 HP or Equivalent Tree Grinder | \$ 500.00 |
| Water Truck (2000 gal.) | \$ 60.00 |
| Rubber Tire Backhoe | \$ 65.00 |
| Motor Grader | \$ 95.00 |
| Climber with Gear | \$ 90.00 |
| Superintendent with Truck | \$ 54.00 |
| Foreman with Truck | \$ 48.00 |
| Operator with Chainsaw | \$ 32.00 |
| Traffic Control Personnel | \$ 28.00 |
| Laborer | \$ 28.00 |

| Personnel/Equipment | Hourly Rate |
|-----------------------------|--------------------|
| Field Project Foreman | \$ 40.00 |
| Administrative Assistant | \$ 35.00 |
| Clerical | \$ 30.00 |
| Pickup Truck | \$ 16.00 |
| Pickup Truck, Extended Cab | \$ 20.00 |
| Pickup Truck 4x4 | \$ 30.00 |
| Pickup Truck 1 Ton | \$ 30.00 |
| Mechanized Broom | \$ 50.00 |
| Trackhoe, 490 or Equivalent | \$ 110.00 |
| Bulldozer, D4 or Equivalent | \$ 60.00 |
| 12 Ton Lowboy | \$ 25.00 |
| 50 Ton Lowboy | \$ 90.00 |

| | |
|------------------------|-----------|
| Skidsteer | \$ 60.00 |
| Rubber Tire Excavator | \$ 120.00 |
| Other (please specify) | \$ |



Find yourself in good company

REQUEST FOR PROPOSAL

FOR

DEBRIS MANAGEMENT AND REMOVAL SERVICES

For additional information:
Mike Watson, Building Facilities Coordinator
1500 Beatty Street
Greenville, NC 27834
(252) 329-4921
Email: mwatson@greenvillenc.gov

REQUEST FOR PROPOSALS FOR DEBRIS MANAGEMENT AND REMOVAL SERVICES

I. INTRODUCTION

The City of Greenville is requesting proposals from experienced disaster management and emergency firms for a Debris Management and Removal Services in the event a disaster would occur. As set forth by FEMA, each community should be prepared in advanced for such an occurrence.

Acceptance by the City of Greenville of any submittal to this Request of Proposal for Debris Management and Removal Service shall not constitute or warrant a contract. The City of Greenville is not responsible for the cost associated with preparing a proposal and/or participating in an interview.

All payments under the contract resulting from this Request for Proposal (RFP) shall be made only for services requested and approved by the City. No work effort will begin without written authorization (Notice to Proceed) from the City. No retainer shall be paid in order to keep the contract in effect.

II. GENERAL REQUIREMENT

- A. Submit one (1) original and four (4) copies of the response to this Request for Proposals.
- B. Proposers are to include all applicable requested information and are encouraged to include any additional information they wish to have considered.

III. SCOPE

City of Greenville, hereinafter called "City", in order to deal with a major storm, disaster, or other event, will receive professional service proposals for a pre-event contract for Debris Management and Removal Services. The City will accept proposals from qualified contractors with experience in disaster and debris removal services and the preparation, response, recovery, and mitigation phases of any emergency situation or disaster.

Proposers should thoroughly review the City's geography prior to submitting their proposals. There are no landfills available for use in the City of Greenville. The City will utilize Pitt County's inert landfill located on Highway 33 owned by E.R. Lewis Construction Co., Inc. or Pitt County Transfer Station unless otherwise directed. In the event of a disaster, the City of Greenville will encourage recycling materials as a best practice.

Proposers shall include in their proposal any other typical costs or items they may be aware of, which is not included in this Request for Proposals but may be necessary during a disaster removal operation.

Proposers should be as self sufficient as possible. Restaurants and lodging establishments are limited. Fueling stations are also of limited number and may be affected by storms creating the need for a contract under this RFP. Electrical outages in portions of the City following substantial event could exceed seven (7) days.

The City intends to have a committee evaluation process which may include interviewing 2-3 potential contractors.

IV. EVALUATION CRITERIA

| <u>Submittal:</u> | <u>Weight in Evaluation</u> |
|--|-----------------------------|
| Experience: A narrative describing experience and qualifications in similar contracting situations, with supporting data to include jobs completed and references complete with contact information. | 20% |
| Technical Capabilities: A narrative describing your firm's approach to planning City staff training, City staff augmentation, project management, technical support for reimbursement procedures, and assistance in developing public information regarding efforts. | 20% |
| Equipment: A listing of equipment owned by your firm and dedicated to debris removal and recovery services. Please do not list rented or leased equipment or equipment owned by others (including subcontractors). If rented or leased equipment is listed, please provide a copy of the lease contract as proof of availability. | 20% |
| Reasonableness of Price: Completed Fee Schedule attached. | 20% |
| References: A list of all current contracts and also debris management experience (Work History) in the State of North Carolina for the past ten years. Please include customer contact information. You may include limited out of state information. | 20% |

Proposals shall include the information listed above, specific acknowledgements, and comments on the notes and provisions on standard 8 ½ x 11 size pages.

Questions will be accepted by e-mail about this RFP until Monday, April 20, 2015 no later than 5 p.m. to Mike Watson, Building Facilities Coordinator (mwatson@greenvillenc.gov). No questions will be accepted after this time. Responses to questions will be posted on the City Purchasing Website by Tuesday, April 21, 2015 at 5 p.m. Any addenda and clarifications will be issued prior to 5 p.m. Tuesday, April 21, 2015.

Proposer shall submit one (1) original and four (4) copies of their response to this RFP in a sealed carton clearly marked "City of Greenville-Debris Management RFP". **All submittals shall be received by the City no later than 4:00P.M on Tuesday, April 28, 2015.** All proposals shall be submitted to the City of Greenville Public Works Department, 1500 Beatty Street, Greenville, NC 27834. Any responses not received by the appointed date and correct location, will be rejected. Proposals faxed or e-mailed will be rejected.

V. **SAMPLE PRE-EVENT AGREEMENT FOR DEBRIS REMOVAL AND REMOVAL SERVICES**

A. SCOPE

The Contractor is to perform the work as defined in the Request for Proposal and amendments, if any. The Request for Proposal is hereby incorporated by reference herein and made a part thereof as fully as if herein set forth. Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables to complete the work.

B. 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 Request for Proposal
4. Contractor's Proposal

C. TERM OF AGREEMENT

The period of this Agreement shall be for twenty-four (24) months, beginning approximately August 11, 2015, and ending on approximately August 10, 2017. This Agreement shall be extended an additional one (1) year period unless either the City or the Contractor notifies the other in writing no less than ninety (90) days prior to the end date of this Agreement that this Agreement will not be extended beyond the end date of this Agreement.

VI. **COMPENSATION**

The Contractor agrees to provide services and materials as specified in its proposal to the City at the cost specified in said proposal and amendments, if any. The proposal and any

amendments thereto incorporated by reference herein and made a part hereof as if fully herein set forth.

VII. PAYMENT

All invoices received by the City are payable within THIRTY (30) days from receipt, provided they have first been approved by the City and the City has accepted the work. However, payment may be delayed up to Ninety (90) days due to the State and FEMA reporting and reimbursement processes, when applicable.

All invoices shall be directed to:

Department of Public Works
ATTN: Kenneth Jackson, Operations Manager
City of Greenville
1500 Beatty Street
Greenville, NC 27834

VIII. GENERAL TERMS AND CONDITIONS

A. Termination

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

1. Failure by the City to appropriate funds in the budget to pay the Contractor for the requested services.
2. The Contractor fails to perform any of the services required in this Agreement.
3. For the convenience of the City, in the City's discretion for any reason whatsoever. In the event that this Agreement is wrongfully terminated under any of the other grounds enumerated herein, termination shall be treated as a termination for convenience. If this Agreement is terminated for convenience, or wrongfully terminated upon any of the other grounds enumerated herein, the Contractor's sole and exclusive remedy is to be compensated for services rendered up to the date of termination calculated on a per diem basis using a 365-day calendar year.
4. Force majeure

Upon expiration of the two year term of this Agreement or subsequent term of this Agreement, this Agreement is terminated unless extended in accordance with the terms and conditions of this Agreement.

B. Performance Requirements and Services

1. The services to be provided by the Contractor for the City include those which are necessary for the removal of excess green waste and/or bulk refuse from City streets, right-of-ways, public parks and public places, including, but not limited to personal/private property, and debris placed on or in these public sites as approved by the City to be removed by the Contractor.

2. Debris to be removed by the Contractor will be designated by a City official, inspector or other personnel approved by the City.
3. The method(s) utilized for debris removal under this Agreement are to be determined by the Contractor and approved by the City. The Contractor shall be entitled to employ heavy equipment, trucks, loaders, saws, and personnel necessary to accomplish the objective of the City. The work to be performed under this Agreement shall consist of the Contractor clearing and removing any and all eligible debris for the City by a process including: 1) examination of debris to be hauled; 2) cutting, clearing, stacking, sorting, or moving debris to facilitate loading; 3) loading and hauling debris to location(s) approved by the City. The City may instruct the Contractor to grind or recycle the City's excess green waste materials.
4. The Contractor shall perform work so as not to interfere with the normal operations of the City, State or Federal functions and/or violate existing regulations of these or other regulatory agencies.

C. Indemnification and Insurance

1. Indemnity

Contractor shall agree to indemnify, defend, hold harmless and reimburse the City, its agents and employees from and against any and all losses, liabilities, expenses, and all claims for damage of any nature whatsoever relating to or arising out of any action or failure to act by respondent, its subcontractors, officer, agents, and employees of any of the obligations under this Agreement. Losses, liabilities, expenses, and claims for damages shall include, but are not limited to civil and criminal fines and penalties, loss of use and/or services, bodily injury, death, personal injury, or damage to real or personal property, defense costs, legal fees, and costs and attorney's fees for any appeal.

Contractor will agree to 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.

2. Insurance Requirements

The Contractor, at its own expense, shall keep in force and at all times maintain during this Agreement:

- a) An Owner's and Contractors Protective Liability Policy issued in the name of the City, in an amount of no less than \$2,000,000.00 per occurrence limit for bodily injury, personal injury, and property damage, with an aggregate liability not less than \$2,000,000.00. (Coverage shall be at least as broad as provided for in the most current version of the insurance services office form applicable to such policy);

- b) A separate General Liability Policy naming the Contractor or other person who will be performing the activity as insured and also naming the City as an additional insured in an amount not less than \$1,000,000.00 per occurrence and property damage and products completed operations. (Coverage shall be at least as broad as provided for in the most current version of the insurance services office form applicable to such policy); and
- c) An Excess Liability Policy naming the Contractor or other person who will be performing the activity as insured and also naming the City as an additional insured in the amount not less than \$10,000,000.00 for bodily injury, personal injury, property damage, and products completed operations.
- d) Workers' Compensation Coverage
Full and complete Workers' Compensation Coverage, as required by the State of North Carolina, shall be required.
- e) Insurance Certificates
The Contractor shall provide the City with Certificate(s) of Insurance on all policies of insurance and renewals thereof in a form(s) acceptable to the City. Said Commercial General Liability policy shall provide that the City be an additional named insured.
- f) 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.
- g) 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.

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.

E. Right to Audit Records

The City, State, and/or FEMA shall be entitled to audit the books and records of the Contractor or of any sub-contractor to the extent that such books and records relate to the performance of this Agreement or any sub-contract to this Agreement.

F. Time is of the Essence

The parties agree that time is of the essence in the completion of the work called for under 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.

IX. M/WBE

The City of Greenville has adopted an Affirmative Action and Minority and Women Business Enterprise Plan (M/WBE) Program. Firms submitting a proposal are attesting that they also shall take affirmative action to insure equality of opportunity in all aspects of employment, and to utilize M/WBE suppliers of materials and labor when available.

X. SPECIAL PROVISIONS

- A. The Contractor must have a representative present in the City's office or Emergency Operations Center within thirty-six (36) hours of Notification to Proceed and be able to mobilize equipment and personnel to the designated location within forty-eight (48) hours of Notice to Proceed. If necessary, the Contractor may need to pre-stage in the region if there is sufficient indication of a likely event.
- B. Emergency road clearing on highway right-of-ways (ROW) shall be performed on a time and material basis only as authorized by the City and up to seventy (70) hours or other limits allowed by Federal requirement as applicable. However, experience has shown the First Responders completed the initial cut through. Work conducted on the ROW shall be limited to the point where fallen vegetation and other debris enter the ROW. No equipment or personnel may operate beyond the ROW unless specifically approved by the City.
- C. Contractors shall utilize or sub-contract with local contractors to perform the work to the greatest extent possible.
- D. The Contractor shall provide one day of Debris Management training per year to the City staff during the month of April, as arranged by the Public Works Department. The Contractor shall also assist the City with updates and improvements to the City's Debris Management Plan annually to ensure full compliance with current FEMA regulations.
- E. The Contractor shall provide all necessary security and oversight for all operations.
- F. The Contractor shall provide sufficient traffic control and warning devices for conducting work on streets and highways.
- G. The anticipated Contractor work hours are sun up to sun down, seven days per week unless otherwise approved by the City.
- H. The Contractor shall hire and supervise any needed hazardous materials specialists and handle the disposal of all hazardous substances in accordance with all laws and regulations.
- I. The Contractor shall operate within the requirements of the Occupational Safety and Health Act, and all other applicable federal and state laws, rules, and regulations.

- J. The City shall accept the serialized copy of the Contractor's debris load ticket(s) as the certified, original source documents to account for the measurement and accumulation of the volume of debris delivered and processed at the reduction and/or disposal site(s). The ticketing system will also be used in the event of additional debris transfer station(s). These tickets shall be used as the basis of electronic generated billing and/or report(s). They should include the following: (load tickets shall be turned in weekly)

Date

Preprinted Number

Hauler's Name

Truck Number

Truck capacity in cubic yards

.Load percentage full, as assigned by Debris Monitors

Load amount in billable cubic yards

Debris classification as burnable, non-burnable, mixed other

Point of origin for debris collected and time loaded

Dumpsite location and time dumped

- K. The City will identify one or more Temporary Debris Storage Sites. All site work on these sites must be approved by the City. The Contractor will prepare a site management plan in advance for these sites to include:

- Access to site
- Site management, to include point-of-contact, organizational chart, etc.
- Site preparation, clearing, erosion control, and grading
- Traffic control procedures
- Site safety
- Site security
- Site layout/Segregation of debris
- Hazardous waste material plan
- Location of ash disposal area, hazardous material containment area, contractor work area, and inspection tower (if required)
- Location of incineration operations, grinding operation (if required). Note: All incineration and grinding operations shall be in accordance with Appendix H, Public Assistance Debris Management guide, FEMA 325 dated April 1999 or latest edition, and with North Carolina Division of Solid Waste and Air Quality Control.
- Location of existing structures or sensitive areas requiring protection
- Environmental mitigation plan, including consideration for smoke, dust, noise, traffic, buffer zones, storm water runoff
- All necessary licenses, permits, and fees for the same are the responsibility of the Contractor.

- L. The Contractor may be requested to construct an inspection tower at each debris storage site as required by the City. The tower shall be constructed using pressure treated wood

or metal scaffolding. The floor elevation of the tower shall be 10-feet above the existing ground elevation. The floor area shall be a minimum 8' x 8', constructed of 2" x 8" joists, 16" O.C. with ¾" plywood supported by a minimum of four 6" x 6" posts. A 4-foot high wall constructed of 2" x 4" studs and ½" plywood shall protect the perimeter of the floor area. The floor area shall be covered by a roof. The roof shall provide a minimum of 6'-6" of headroom below the support beams. Steps with a handrail shall provide access to the tower. Tower shall be built in accordance with North Carolina Building Code requirements. This tower will be utilized by the City of Greenville or a private load monitoring company.

- M. The Contractor shall be responsible for reporting to the City and cleaning up all spills caused by the Contractor's operation at no additional cost to the City or any other governmental entity. Immediate containment action shall be taken as necessary to minimize the effect of any spill or leak. Cleanup shall be in accordance with applicable federal, state, and local laws and regulations.

Spills shall be reported to the City Public Works Department immediately following discovery. A written follow-up shall be submitted to the City Manager within seven (7) days after the initial report. The written report shall be in narrative form and as a minimum shall include the following:

- Description of the material spilled
- Determination as to whether or not the amount spilled is EPA/state reportable
- When and whom it was reported
- Exact time and location of spill
- Receiving streams or waters
- Cause of incident and equipment and personnel involved
- Injuries or property damage
- Duration of discharge
- Containment procedures initiated
- Summary of all communication the Contractor had in regards to the spill
- Description of spill and cleanup procedures

XI. MISCELLANEOUS PROVISIONS

- A. Assignment of this Agreement shall not be made without advance written consent of the City.
- B. 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.
- C. 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.
- D. The Contractor is to procure all permits, licenses, and certificates, or any such laws, ordinances, rules and regulations, for proper execution and completion of the Work under this Agreement.

- E. 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.
- F. Any litigation arising out of this Agreement shall be heard in Pitt County.
- G. 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 with 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.
- H. This Agreement, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

- I. Contractor shall provide City with Payment and Performance Bond based on the estimated amount of the contract upon activation of the agreement. Failure to provide the bond(s) will result in this agreement being null and void.
- J. Unless otherwise stated, all official correspondence and contact shall be addressed to:

For the City

Public Works Department
Attention: Kenneth W. Jackson
Public Works Operations Manager

1500 Beatty Street
Greenville, NC 27834

For the Contractor

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

CITY OF GREENVILLE

CONTRACTOR

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

BY: _____
David A. Holec, 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: _____
Bernita W. Demery, CPA, Director of Financial Services

Account Number _____

Project Code (if applicable) _____

| FEE SCHEDULE | | |
|---------------------|--|-------------|
| 1. | Vegetative storm debris picked up at the designated work zone, hauled to and dumped at a Temporary Debris Storage and Reduction Site (TDSRS) | |
| | Mileage Radius 0-15 Miles | \$ /cu. yd. |
| | 16-30 Miles | \$ /cu. yd. |
| | 31-60 Miles | \$ /cu. yd. |
| | 61-90 Miles | \$ /cu. yd. |
| | 91-120 Miles | \$ /cu. yd. |
| 2. | Construction and Demolition debris hauled to and dumped at a City approved disposal site or landfill | |
| | Mileage Radius 0-20 Miles | \$ /cu. yd. |
| | 21-40 Miles | \$ /cu. yd. |
| | 41-70 Miles | \$ /cu. yd. |
| | 71-100 Miles | \$ /cu. yd. |
| | 101-140 Miles | \$ /cu. yd. |
| 3. | Validated load hauled tickets from the TDSRS for final processed vegetative debris at a City approved recycling facility. | |
| | Mileage Radius 0-20 Miles | \$ /cu. yd. |
| | 21-40 Miles | \$ /cu. yd. |
| | 41-70 Miles | \$ /cu. yd. |
| | 71-100 Miles | \$ /cu. yd. |
| | 101-140 Miles | \$ /cu. yd. |
| 4. | Tipping fees/disposal costs for Green Waste shall be paid by the CONTRACTOR and actual incurred cost shall be invoiced to the City for reimbursement | |
| 5. | Management, Processing and Loading of all eligible debris and/or residue at the TDSRS including locating, leasing (if required), preparing and layout of site, management, maintenance, and operation of the TDSRS; the receiving, sorting, segregation, processing and reduction of vegetative debris (chipping or grinding or burning as directed by the City); furnishing materials, supplies, labor, tools, and equipment necessary to perform services; maintenance of internal roadways, providing traffic control, dust control, erosion control, inspection tower(s), lighting, hazardous/toxic waste (HTW) containment areas, fire protection, all required permits, environmental monitoring, and safety measures; loading reduced/stored debris and initiating load tickets for final disposition; and Closure and remediation of the TDSRS | \$ /cu. yd. |
| 6. | Pick up and dispose of hazardous materials | \$ /lb. |
| 7. | Dead Animal Collection, Transportation & Disposal | \$ /lb. |
| | | |

| | | |
|-----|---|----------------|
| 8. | <u>Hazard trees</u> - Trees will be evaluated by the City and be designated to be cut down and hauled to the TDSRS for reduction. Trees will be measured 3' above the ground | |
| | 6"-12" Diameter | \$ /tree |
| | 13"-24" Diameter | \$ /tree |
| | 25"-48" Diameter | \$ /tree |
| | >48" Diameter | \$ /tree |
| 9. | Stumps up to 24" in diameter (requires City approval) | \$ /ea |
| | Stumps over 24" in diameter (requires City approval) | \$ /ea. |
| 10. | <u>Hangers</u> - Hangers will be considered any hanging/damaged remaining in the tree(s) above the ROW of 2" or greater diameter. The Contractor, at the direction of the City, will remove hangers for a unit price per hanger | |
| | 2"-4" Hanger | \$ /hanger |
| | 5"-12" Hanger | \$ /hanger |
| | >12" Hanger | \$ /hanger |
| 11. | <u>Private Property Demolition and Debris Removal</u> - The CONTRACTOR shall operate beyond the public Right-of Way (ROW) only as identified and directed by the City. Operations beyond the ROW on private property shall be only as necessary to abate imminent and significant threats to the public health and safety of the community and shall include but is not limited to, the demolition of structures and the removal and relocation of the debris to the public ROW | \$ per sq. ft. |
| 12. | Tipping fees/disposal for C&D debris shall be paid by the City | |
| 13. | <u>Fallen Trees</u> - The CONTRACTOR shall cut a fallen tree, which extends onto the ROW from private property, at the point where it enters the ROW. Vegetative debris will be placed on the ROW for collection as addressed under item #1. (a.) | Price Included |
| 14. | <u>Fill Dirt</u> - As identified and directed by the City, the CONTRACTOR shall place compatible fill dirt in ruts created by equipment and vehicles, holes created by removal of hazardous stumps and other areas that pose an imminent and significant threat to public health and safety. | \$ /cu. yd. |
| 15. | <u>White Goods</u> - The CONTRACTOR shall recycle all eligible white goods in accordance with all federal, state and local rules, regulations, and laws | \$ /unit |
| 16. | <u>Freon Recovery</u> - The CONTRACTOR SHALL REMOVE AND RECOVER Freon from any white goods, such as refrigerators, freezers or air conditioners, at the TDSRS or final disposition site in accordance with all federal, state, and local rules, regulations, and laws | \$ |
| 17. | <u>Training and Assistance</u> - Sessions shall be for all key City personnel and assistance in all disaster debris recovery planning efforts as requested | Price Included |

| | | |
|-----|--|----------------|
| 18. | <u>Preliminary Damage Assessment</u> - Determining the impact and magnitude of the disaster event before federal assistance is requested, identifying damaged locations and facilities, distinguishing between pre-disaster damage and disaster - generated damage, documenting eligible costs and describing the physical and financial impact of the disaster | Price Included |
| 19. | <u>Mobilization and Demobilization</u> - All arrangements necessary to mobilize and demobilize the CONTRACTOR'S labor force and machinery needed to perform the Scope of Services contained herein shall be made by the CONTRACTOR | Price Included |
| 20. | <u>Management Fee for Landfill Site Disposal Operation-</u> All arrangements and equipment necessary to mobilize, manage, and demobilize monitoring operations at an existing permitted disposal site as required | \$ cu./yd. |
| 21. | <u>Temporary Storage of Documents</u> - The CONTRACTOR shall provide storage of daily or disaster-related documents and reports for protection during the disaster event | Price Included |
| 22. | <u>Debris Planning Efforts</u> - The CONTRACTOR shall assist in all disaster debris recovery planning efforts as requested by the City. These planning efforts shall include, but are not limited to, development of a <i>debris management</i> plan, identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance <u>following</u> a disaster event. | Price Included |
| 23. | <u>Closure and Remediation of the TDSRS</u> - The CONTRACTOR shall remove all CONTRACTOR equipment and temporary structures and shall dispose of all residual debris from the TDSRS at an approved final disposition site. The CONTRACTOR is responsible for the reclamation and remediation of the TDSRS site to its original state prior to use by the CONTRACTOR. | Price Included |
| 24. | <u>Reporting and Documentation</u> - The CONTRACTOR shall provide and submit to the City all reports and documents as may be necessary to <u>adequately</u> document the <u>Debris Recovery Services</u> in accordance with FEMA/NC requirements. | Price Included |

HOURLY FEE SCHEDULE

All equipment rates below include operator fuel, and maintenance costs

| Personnel/Equipment | Hourly Rate |
|--------------------------------------|-------------|
| 30 Ton Crane | \$ |
| Stump Grinder | \$ |
| 50' Bucket Truck | \$ |
| Track-Hoes John Deere 690 Equivalent | \$ |
| John Deere 544 or Equivalent | \$ |
| Service Trucks | \$ |
| Tractor with Box Blade | \$ |
| 5-14 Cubic Yard Dump Truck | \$ |
| 15-24 Cubic Yard Dump Truck | \$ |
| 25-34 Cubic Yard Dump Truck | \$ |
| 35-44 Cubic Yard Dump Truck | \$ |
| 45-54 Cubic Yard Dump Truck | \$ |
| 55-64 Cubic Yard Dump Truck | \$ |
| 65-74 Cubic Yard Dump Truck | \$ |
| 75+ Cubic Yard Dump Truck | \$ |
| 850 HP or Equivalent Tree Grinder | \$ |
| Water Truck (2000 gal.) | \$ |
| Rubber Tire Backhoe | \$ |
| Motor Grader | \$ |
| Climber with Gear | \$ |
| Superintendent with Truck | \$ |
| Foreman with Truck | \$ |
| Operator with Chainsaw | \$ |
| Traffic Control Personnel | \$ |
| Laborer | \$ |

| Personnel/Equipment | Hourly Rate |
|-----------------------------|-------------|
| Field Project Foreman | \$ |
| Administrative Assistant | \$ |
| Clerical | \$ |
| Pickup Truck | \$ |
| Pickup Truck, Extended Cab | \$ |
| Pickup Truck 4x4 | \$ |
| Pickup Truck 1 Ton | \$ |
| Mechanized Broom | \$ |
| Trackhoe, 490 or Equivalent | \$ |
| Bulldozer, D4 or Equivalent | \$ |
| 12 Ton Lowboy | \$ |
| 50 Ton Lowboy | \$ |

Item # 9

| | |
|------------------------|----|
| Skidsteer | \$ |
| Rubber Tire Excavator | \$ |
| Other (please specify) | \$ |

XII. GENERAL INFORMATION AND INSTRUCTIONS

A. Procurement Process

The RFP is not a bid. The City is not obligated to enter into contract on the basis of any proposal submitted in response to this request. The City reserves the right, in its sole discretion, to reject all submissions, reissue as subsequent RFP, terminate, restructure or amend this procurement process at anytime. The City may contact any or all proposers's after receiving their proposal to seek clarification or to schedule presentations by the proposer. The final selection and contract negotiation rests solely with the City.

B. The City will rank all responses and may at its discretion request presentations from any or all vendors as needed. No interpretation shall be binding unless in writing from the City of Greenville.

C. The City, at its discretion, may hold a pre-submittal meeting at a site and date, location and time to be determined.

D. Rejection of Proposals

Any proposals that do not conform to the essential requirements of the RFP shall be rejected. The City reserves the right to waive informalities and minor irregularities in submittals and reserves the sole right to determine what constitutes informalities and minor irregularities. The City reserves the right to reject any or all proposals and waive minor irregularities in the evaluation procedures. The City reserves the right to negotiate modifications to proposals that it deems acceptable.



City of Greenville, North Carolina

Meeting Date: 6/8/2015
Time: 6:00 PM

Title of Item: Award of a pre-event contract for Debris Removal Monitoring Services in the event of a natural disaster

Explanation: **Abstract:** Natural disasters such as hurricanes and tornadoes can cause large quantities of debris that municipalities must properly dispose of during the recovery process. Larger disasters will require contract support to monitor the Debris Contractor's removal of the large quantity of debris generated by the event. FEMA requires Debris Removal Contractors to be monitored during disaster debris removal projects. Public Works issued a Request for Proposals for a pre-event debris monitoring contract, and six (6) debris monitoring contractors submitted proposals. The contractor selected as best qualified was Volkert, Inc.

Explanation: Natural disasters such as hurricanes and tornadoes can cause large quantities of debris that municipalities must properly dispose of during the recovery process. Small scale disasters can generally be handled with City forces. However, larger disasters require contract support to monitor the Debris Removal Contractor's removal of the large quantity of debris generated by the event. FEMA requires that debris removal contractors be monitored to ensure only eligible debris is loaded, and the truck load volumes are accurately reported. This support can be obtained through contracting actions before or after the event. The main advantage of pre-event contracts is that they provide commitments for early response from the contractor(s). Contracting after the event does not usually provide as early a response as can be obtained from the contractor selected for the pre-event contract. Additionally, the Federal Emergency Management Agency (FEMA) recommends municipalities obtain pre-event contracts.

Public Works issued a Request for Proposals for a pre-event debris removal monitoring contract, and six (6) debris monitoring contractors submitted proposals. The proposals were reviewed utilizing the following four criteria: references/experience, technical approach, personnel/equipment, and reasonableness of price.

The contractor selected as best qualified was Volkert, Inc. As part of the selection process, the contractors' plans for utilizing local subcontractors were also reviewed. Volkert, Inc. plans to utilize local employees and subcontractors to the highest extent practical in their debris removal efforts.

The attached pre-event debris removal monitoring contract is for a term of 2 years, with a 1-year extension. The contract does not include a retainer fee, and the contractor is not authorized to commence work until a Notice to Proceed is issued by the City.

Fiscal Note:


The cost associated with this pre-event debris removal monitoring contract, until activated, is staff time to prepare and review the contract. The cost for actual services rendered under the contract should be reimbursed by FEMA when a disaster declaration is made.

Recommendation:

City Council award a pre-event debris removal monitoring contract to Volkert, Inc. effective approximately June 15, 2015.

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [Debris_Monitoring_Contract_937666](#)

Agreement
Between the City of Greenville,
NC and Volkert, Inc.
For
Debris Management and Removal
Monitoring Services

This is an Agreement effective as of June 15, 2015 between the City of Greenville, North Carolina (City) and Volkert, Inc (Contractor). City's project, of which Contractor's services under this Agreement are a part, is generally identified as follows:

Debris Management and Removal Monitoring Services

Contractor's services under the Agreement are generally identified as follows:

Once issued a notice to proceed, the Contractor will assist the City with monitoring the removing of debris from the City after a disaster and properly disposing of the debris.

City and Contractor further agree as follows:

PRE-EVENT AGREEMENT FOR DEBRIS MANAGEMENT AND REMOVAL MONITORING SERVICES

I. SCOPE

The Contractor is to perform the work as defined in the Request for Proposals and amendments, labeled Attachment "B". The Request for Proposals and amendments are hereby incorporated by reference herein and made a part thereof as fully as if herein set forth. Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables to complete the work.

II. 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 Request for Proposals; and
4. Contractor's Proposal

III. TERMS OF AGREEMENT

The period of this Agreement shall be for twenty-four (24) months beginning approximately June 15, 2015, and ending on approximately June 30, 2017. This Agreement shall be extended for one (1) additional year period unless either the City or the Contractor notifies the other in writing no less than ninety (90) days prior to the end date of this Agreement or subsequent term of this Agreement that this Agreement will not be extended beyond the end date of this Agreement or subsequent term of this Agreement.

IV. COMPENSATION

The Contractor agrees to provide services and materials as specified in its proposal to the City at the cost specified, labeled Attachment “A”, in said proposal and amendments. The proposal and any amendments thereto are incorporated by reference herein and made a part hereof as if fully herein set forth.

V. PAYMENT

All invoices must be submitted by the 10th of each month for work completed during the previous month. Upon receipt by the City, the invoices are payable within THIRTY (30) days from receipt, provided they have first been approved by the City and the City has accepted the work. However, payment may be delayed up to NINETY (90) days due to the State and FEMA reporting and reimbursement processes, when applicable.

All invoices shall be directed to:

Department of Public Works
ATTN: Kenneth Jackson, Operations Manager
City of Greenville
1500 Beatty Street
Greenville, NC 27834

VI. GENERAL TERMS AND CONDITIONS

A. Termination:

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

1. Failure by the City to appropriate funds in the budget to pay the Contractor for the requested services.
2. The Contractor fails to perform any of the services required in this Agreement.
3. For the convenience of the City, in the City’s discretion for any reason whatsoever. In the event that this Agreement is wrongfully terminated under any of the other grounds enumerated herein, termination shall be treated as a termination for convenience. If this Agreement is terminated for convenience or wrongfully terminated upon any of the other grounds enumerated herein, the Contractor’s sole and exclusive remedy is to be compensated for services rendered up to the date of termination.
4. Force majeure
5. Upon expiration of the one-year term of this Agreement or subsequent term of this Agreement, this Agreement is terminated, if not extended, in accordance with the terms and conditions of this Agreement.

B. Performance Requirements and Services:

1. The services to be provided by the Contractor for the City include those which are necessary for monitoring the removal of excess green waste and/or bulk refuse by a Debris Management and Removal Contractor from City streets, right-of-ways, public parks and public places, including, but not limited to, personal/private property and

debris placed on or in these public sites as approved by the City to be removed by the Debris Management and Removal Contractor. Additionally, the Contractor will monitor operations of the Temporary Debris Staging and reduction sites and/or existing permitted disposal sites.

2. Debris Removal to be monitored by the Contractor will be designated by a City official, inspector, or other personnel approved by the City.
3. The method(s) utilized for monitoring debris removal under this Agreement are to be determined by the Contractor and approved by the City. The work to be performed under this Agreement shall consist of the Contractor monitoring the clearing and removal of any and all eligible debris for the City by a process including the following responsibilities and duties:
 - A. Accurately measure and certify all truck capacities (recertify on a regular basis throughout the project)
 - B. Provide trained debris monitoring personnel to properly and accurately complete and physically control load tickets (in tower and all field sites). (Note: Optional cost of debris monitoring contractor providing Electronic automated Debris Data collection instead of paper load tickets is requested on Fee Schedule)
 - C. Ensure that trucks are accurately credited for their load
 - D. Ensure that trucks are not artificially loaded
 - E. Report if improper equipment is mobilized and used
 - F. Report Debris Management and Removal Contractor issues to the City Director of Public Works or designee that requires action (i.e. safety concerns, contractor non-compliance, damages to property, etc.)
 - G. Ensure only eligible debris is loaded by the debris contractor and ensuring debris removal contractor is not commingling debris categories as the trucks are loaded.
 - H. Ensure trucks are properly unloaded at the landfill or disposal site
 - I. Ensure hazardous waste is not loaded by debris contractor
 - J. Validate hazardous trees, including hangers, and stumps
 - K. Monitor and maintain Federal or State required data for removal of hazardous trees, hangers, and stumps as directed by the Director of Public Works or designee
 - L. Ensure contractor completes assigned route area prior to moving to other route areas without direction from the City
 - M. Maintain required photo, GIS, and GPS documentation of contractor debris removal trucks and activities. Specific examples of photo and GPS documentation are the required FEMA documentation for hazardous stump removal/tree removal /tree hanger removal, contractor property damage, and/or other assigned, special, or unusual occurrences in the field.
 - N. Document and report activities to the City which may require remediation such as fuel spills, hazardous materials collection locations, and other similar environmental concerns
 - O. Document and report to the City damages which occur on public or private property as a result of the debris removal operations

- P. Coordinate daily briefings, work progress reports, staffing, and other key items with the City and Debris Management and Removal Contractor
 - Q. Assist the City in responding to public concerns or comments
 - R. Entering load tickets into a monitoring contractor provided database application
 - S. Digitization of source documentation (i.e. Load Tickets)
 - T. Comprehensive review, reconciliation, and validation of debris removal contractors invoices prior to submission to City for processing.
 - U. Project Worksheet support documentation and other pertinent report preparation required for reimbursement by FEMA, FHWA, and any other applicable agency for disaster recovery efforts by City staff, and designated debris removal contractors.
 - V. Final report and appeal preparation and assistance
4. The Contractor shall perform work so as not to interfere with the normal operations of the City, State, or Federal functions and/or violate existing regulations of these or other regulatory agencies.
 5. The Contractor will be expected to provide all personnel, equipment, temporary office space, forms, record keeping materials, personal protective equipment, communication equipment, supplies and other resources necessary to carry out the specified services and to provide ongoing and periodic reports to the City for its use in providing documentation to State and Federal officials pursuant to Federal reimbursement of eligible recovery costs.
 6. The Contractor must be fully cognizant of and comply with all pertinent Federal and State of North Carolina requirements and procedures and be prepared to assist the City staff in compiling and managing information and data necessary for those purposes.
 7. The Contractor will be responsible for coordinating operations in such a manner as to least interfere with the work of the Debris Management and Removal Contractor or other recovery operation forces. Such coordination shall be effected through communications with the Director of Public Works or designee. To the extent authorized by the Director of Public Works, the Contractor shall coordinate monitoring operations directly with the Debris Management and Removal Contractor when necessary to achieve effective and efficient integration of forces.
 8. The Contractor must not have been prohibited from doing business with any governmental entity for any reason. The Contractor shall provide a statement of compliance.
 9. The Contractor must provide appropriate training of monitors that is required by Federal or State agencies for safety or for full reimbursement of funds expended for disaster recovery.
 10. The Contractor must not have any conflict of interest with the City Debris Management and Removal Contractor.

C. Indemnification and Insurance:

1. Indemnity

To the fullest extent permitted by law, Contractor shall indemnify the City and the City's employees, officers, public officials and directors for costs, losses, judgments, damages and expenses (including reasonable attorneys' fees) caused by or the result of the negligent acts, errors, omissions or intentional acts of Contractor, its agents, employees, or subcontractors in the performance of the Scope of Services hereunder. The Contractor's obligation under this Agreement with regard to indemnification shall be to indemnify and hold harmless City and its officers, directors, public officials and employees from and against those damages and costs (including the reimbursement of reasonable attorneys' fees awarded and/or incurred) that Contractor becomes obligated to pay, whether by claim, demand, penalties, award or judgment as a result of the death or bodily injury to any person, or the destruction of damage to any property, as a result of the negligent acts, errors or omissions or intentional acts of Contractor, its agents, employees, or subcontractors.

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.

2. Insurance Requirements

The Contractor, at its own expense, shall keep in force and at all times maintain during this Agreement:

- a) An Owner's and Contractors Protective Liability Policy issued in the name of the City in an amount of no less than \$2,000,000.00 per occurrence limit for bodily injury, personal injury, and property damage with an aggregate liability not less than \$2,000,000.00. (Coverage shall be at least as broad as provided for in the most current version of the insurance services office form applicable to such policy);
- b) A separate General Liability Policy naming the Contractor or other person who will be performing the activity as insured and also naming the City as an additional insured in an amount not less than \$1,000,000.00 per occurrence and property damage and products completed operations. (Coverage shall be at least as broad as provided for in the most current version of the insurance services office form applicable to such policy); and
- c) An Excess Liability Policy naming the Contractor or other person who will be performing the activity as insured and also naming the City as an additional insured in the amount not less than \$4,000,000.00 for bodily injury, personal injury, property damage, and products completed operations.

d) Workers' Compensation Coverage

Full and complete Workers' Compensation Coverage, as required by the State of North Carolina, shall be required.

e) Insurance Certificates

The Contractor shall provide the City with Certificate(s) of Insurance on all policies of insurance and renewals thereof in a form(s) acceptable to the City. Said Commercial General Liability policy shall provide that the City be an additional named insured.

f) 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.

g) 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.

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.

E. Right to Audit Records:

The City, State, and/or FEMA shall be entitled to audit the books and records of the Contractor or of any sub-contractor to the extent that such books and records relate to the performance of this Agreement or any sub-contract to this Agreement.

F. Time is of the Essence:

The parties agree that time is of the essence in the completion of the work called for under 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.

VII. MINORITY AND/OR WOMAN BUSINESS ENTERPRISE (M/WBE) PROGRAM

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

VIII. SPECIAL PROVISIONS

- A. The Contractor must have a representative present in the City's office or Emergency Operations Center within thirty-six (36) hours of Notification to Proceed and be able to mobilize required equipment and personnel to the designated location within forty-eight (48) hours of Notice to Proceed. If necessary, the Contractor may need to pre-stage in the region if there is sufficient indication of a likely event.
- B. The Contractor shall utilize or sub-contract with local contractors to perform the monitoring work to the greatest extent possible when needed to supplement Contractors' employees.
- C. The Contractor shall provide all necessary security and oversight for all operations.
- D. The Contractor shall provide sufficient traffic control and warning devices for conducting work on streets and highways when working outside work zone of the debris removal contractor.
- E. The anticipated Contractor work hours are sun up to sun down seven days per week unless otherwise approved by the City.
- F. The Contractor shall operate within the requirements of the Occupational Safety and Health Act, and all other applicable federal and state laws, rules, and regulations.
- G. The City will identify one or more Temporary Debris Storage Sites. All site work on these sites must be approved by the City. The Contractor will monitor loads entering these facilities.
- H. The Contractor shall be responsible for reporting to the City and cleaning up all spills caused by the Contractor's operation. Spills shall be reported to the City Public Works Department immediately following discovery.

IX. MISCELLANEOUS PROVISIONS

- A. Assignment of this Agreement shall not be made without advance written consent of the City.
- B. 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.
- C. 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.
- D. The Contractor is to procure all permits, licenses, and certificates, or any such laws, ordinances, rules and regulations, for proper execution and completion of the Work under this Agreement.
- E. 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.
- F. Any litigation arising out of this Agreement shall be heard in Pitt County.
- G. 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 with 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.
- H. This Agreement, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
- I. Contractor shall provide City with a Payment and Performance Bond based on the estimated amount of the contract upon activation of the agreement. Failure to provide the bond(s) will result in this agreement being null and void.

J. Unless otherwise stated, all official correspondence and contact shall be addressed to:

For the City
Public Works Department
Attention: Scott P.M. Godefroy, P.E.
1500 Beatty Street
Greenville, NC 27834

For the Contractor:
Volkert, Inc
Attention: Leon Barkan, CCM
3809 Moffett Road
Mobile, AL 36618

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

CITY OF GREENVILLE

VOLKERT, INC.

By: _____

By: _____

Printed Name: Allen M. Thomas

Printed Name: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

BY: _____
David A. Holec, 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: _____
Bernita W. Demery, CPA, Director of Financial Services

Account Number _____

Project Code (if applicable) _____

VOLKERT

Fee Schedule

| | | |
|-----|---|----------------|
| 1. | Fixed Site Debris Monitors | \$32.00 / hour |
| 2. | Field Debris Monitors | \$32.00 / hour |
| 3. | Hazard Tree, Stump, or Tree Limb Hanger Removal Monitor | \$32.00 / hour |
| 4. | Data Manager/Reporting Supervisor | \$50.00 / hour |
| 5. | GIS Analyst/Mapping Coordinator | \$85.00 / hour |
| 6. | Training and Assistance - Sessions shall be for all key City personnel, Monitoring Contractor personnel, and assistance in all disaster debris recovery monitoring efforts as requested. | Price Included |
| 7. | Project Manager | \$75.00 / hour |
| 8. | Emergency Operations Manager | \$60.00 / hour |
| 9. | Field Supervisor | \$50.00 / hour |
| 10. | Clerical Staff/Data Entry Clerk | \$30.00 / hour |
| 11. | Environmental Specialist | \$85.00 / hour |
| 12. | Temporary Storage of Documents - The CONTRACTOR shall provide storage of daily or disaster-related documents and reports for protection during the disaster event. | Price Included |
| 13. | Reporting and Documentation - The CONTRACTOR shall provide and submit to the City all reports and documents as may be necessary to adequately document the Debris Recovery Monitoring Services in accordance with FEMA/NC requirements. | Price Included |
| 14. | Additional Cost for providing an Automated Debris Data Collection system if used instead of paper load tickets. | \$ 0 / hour |

The prices shown above are all-inclusive of overhead, administrative costs, per diem costs, transportation costs, and all other direct or indirect costs or charges. Proposer may include other positions, with hourly rates, as recommended or needed.

NOTE: While we always propose the most experienced and qualified personnel, we would like to mention we consider the positions of GIS Analyst/Mapping Coordinator and Environmental Specialist as very real positions with qualified personnel proposed for each. Volkert would never propose a cut-rate fee for these positions by anticipating that they'll never be utilized; rather, we reflect a realistic fee rate for the services of these two highly specialized positions, thus ensuring highly qualified personnel to provide the services.

REQUEST FOR PROPOSALS (RFP)

The City of Greenville, North Carolina, is seeking proposals from qualified firms interested in providing Disaster Debris Monitoring Services within the City's jurisdiction in the event of a natural disaster.

Interested firms are invited to submit proposals (in the required quantity and format) for providing **Disaster Debris Monitoring Services** for the City of Greenville by 4 pm, Tuesday, May 5, 2015, to the following address:

ATTN: Mr. Mike Watson
Building Facilities Coordinator
City of Greenville
Public Works Dept.
1500 Beatty Street
Greenville, NC 27834

For questions or to obtain a complete version of the Request for Proposals, please contact Mr. Mike Watson, Building Facilities Coordinator, at (252) 329-4921.



REQUEST FOR PROPOSALS
FOR
DISASTER DEBRIS MONITORING SERVICES

For additional information:
Mike Watson, Building Facilities Coordinator
Public Works Department
1500 Beatty Street
Greenville, NC 27834
(252) 329-4921
Email: mwatson@greenvillenc.gov

REQUEST FOR PROPOSALS FOR DISASTER DEBRIS MONITORING SERVICES

I. INTRODUCTION

The City of Greenville is requesting proposals from a qualified firm to perform disaster debris monitoring services in the event a disaster would occur. As set forth by FEMA, each community should be prepared in advance for such an occurrence.

Acceptance by the City of Greenville of any submittal to this Request of Proposal for Disaster Debris Monitoring Services shall not constitute or warrant a contract. The City of Greenville is not responsible for the cost associated with preparing a proposal and/or participating in an interview.

All payments under the contract resulting from this Request for Proposal (RFP) shall be made only for services requested and approved by the City. No work effort will begin without written authorization (Notice to Proceed) from the City. No retainer shall be paid in order to keep the contract in effect.

II. GENERAL REQUIREMENT

- A. Submit one (1) original **and** four (4) copies of the response to this Request for Proposals.
- B. Proposers are to include all applicable requested information and are encouraged to include any additional information they wish to have considered.

III. SCOPE

City of Greenville, hereinafter called "City", in order to deal with a major storm, disaster, or other event will receive professional service proposals for a pre-event contract for Disaster Debris Monitoring Services. The City seeks proposals from qualified contractors with extensive experience in disaster and debris removal monitoring services and the preparation, response, recovery, and mitigation phases of any emergency situation or disaster.

Proposers shall include in their proposal any other typical costs or items they may be aware of, which is not included in this Request for Proposals but may be necessary during a disaster removal monitoring operation.

Proposers should be as self-sufficient as possible. Restaurants and lodging establishments are limited. Fueling stations are also of limited number and may be affected by storms creating the need for a contract under this RFP. Electrical outages in portions of the City following substantial event could exceed seven (7) days.

The City intends to have a committee evaluation process which may include interviewing 2-3 potential contractors.

IV. EVALUATION CRITERIA

The following criteria will be the basis on which contractors will be selected for further consideration:

| <u>Submittal:</u> | <u>Weight in Evaluation</u> |
|---|-----------------------------|
| References and Experience: | 25% |
| A narrative describing experience and qualifications in similar contracting situations with supporting data to include jobs completed and references complete with contact information. A list of all current contracts and a list of all disaster debris monitoring services experience (Work History) in the state of North Carolina for the past ten years. Please include customer contact information. You may include limited out of state information. | |
| Technical Approach: | 30% |
| A narrative describing your firm's approach to the specified work activities and provide a narrative of the project work plans (Pre-event planning, field operations, communications, work site safety, etc.) that will be developed for the project. Demonstrate understanding of FEMA and FHWA program monitoring and documentation requirements. | |
| Personnel/Equipment: | 25% |
| Proposal of how your firm will ensure sufficient personnel and equipment dedicated to disaster debris monitoring services to meet various levels of need depending on the level of disaster and amount of debris. Please do not list rented equipment or equipment owned by others (including subcontractors). If leased equipment is listed, please provide a copy of the lease contract as proof of availability. Provide organizational chart and summary of key project staff qualifications, and experience with similar projects. | |
| Reasonableness of Price: | 20% |
| Complete Fee Schedule attached | |

Proposals shall include the information listed above, specific acknowledgements, and comments on the notes and provisions on standard 8 ½ x 11 size pages.

Proposer shall submit one (1) original **and** four (4) copies of their response to this RFP in a sealed carton clearly marked “City of Greenville-Disaster Debris Monitoring Services RFP”.

Questions will be accepted by e-mail about this RFP until Friday, April 24, 2015 no later than 5 p.m. to Mike Watson, Building Facilities Coordinator (mwatson@greenvillenc.gov.) No questions will be accepted after this time. Responses to questions and any addenda will be posted on the City Purchasing Site by Monday, April 27, 2015 at 5 p.m. Any addenda and clarifications will be issued prior to 5 p.m. Monday, April 27, 2015.

All submittals shall be received by the City no later than 4 p.m. on Tuesday, May 5, 2015. All proposals shall be submitted to the City of Greenville Public Works Department, 1500 Beatty Street, Greenville, NC 27834. Any responses not received by the appointed date and correct location will be rejected. Proposals faxed or e-mailed will be rejected.

Any and all information submitted in conjunction with this RFP and the evaluation process will not be returned to the respondent.

V. SAMPLE PRE-EVENT AGREEMENT FOR DISASTER DEBRIS MONITORING SERVICES

A. SCOPE

The Contractor is to perform the work as defined in the Request for Proposals and amendments, if any. The Request for Proposals is hereby incorporated by reference herein and made a part thereof as fully as if herein set forth. Unless otherwise specified herein, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables to complete the work.

B. 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:

5. This Agreement with any Attachments, including Addendum(s) and Amendment(s) hereto;
6. If applicable, negotiated Amendments or clarification to the Contractor’s Proposal which have been incorporated by reference to the final Agreement;
7. City Request for Proposal; and
8. Contractor’s Proposal

C. TERM OF AGREEMENT

The period of this Agreement shall be for twenty-four (24) months beginning approximately July 1, 2015, and ending on approximately June 30, 2017. This Agreement shall be extended for an additional one (1) year period unless either the City or the Contractor notifies the other in writing no less than ninety (90) days prior to the end date of this Agreement or subsequent term of this Agreement that this Agreement will not be extended beyond the end date of this Agreement or subsequent term of this agreement.

VI. COMPENSATION

The Contractor agrees to provide services and materials as specified in its proposal to the City at the cost specified in said proposal and amendments, if any. The proposal and any amendments thereto incorporated by reference herein and made a part hereof as if fully herein set forth.

VII. PAYMENT

All invoices must be submitted by the 10th of each month for work completed during the previous month. Upon receipt by the City, the invoices are payable within THIRTY (30) days from receipt, provided they have first been approved by the City and the City has accepted the work. However, payment may be delayed up to NINETY (90) days due to the State and FEMA reporting and reimbursement processes, when applicable.

All invoices shall be directed to:

Department of Public Works
ATTN: Kenneth Jackson, Operations Manager
City of Greenville
1500 Beatty Street
Greenville, NC 27834

VIII. GENERAL TERMS AND CONDITIONS

G. Termination:

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

6. Failure by the City to appropriate funds in the budget to pay the Contractor for the requested services.
7. The Contractor fails to perform any of the services required in this Agreement.
8. For the convenience of the City, in the City's discretion for any reason whatsoever. In the event that this Agreement is wrongfully terminated under any of the other grounds enumerated herein, termination shall be treated as a termination for convenience. If this Agreement is terminated for convenience

or wrongfully terminated upon any of the other grounds enumerated herein, the Contractor's sole and exclusive remedy is to be compensated for services rendered up to the date of termination.

9. Force majeure

Upon expiration of the two-year term of this Agreement or subsequent term of this Agreement, this Agreement is terminated, if not extended, in accordance with the terms and conditions of this Agreement.

H. Performance Requirements and Services:

Disaster Debris Monitoring Services could potentially include but are not limited to:

11. The services to be provided by the Contractor for the City include those which are necessary for monitoring the removal of excess green waste and/or bulk refuse by a Debris Management and Removal Contractor from City streets, right-of-ways, public parks and public places, including, but not limited to, personal/private property and debris placed on or in these public sites as approved by the City to be removed by the Disaster Debris Monitoring Contractor. Additionally, the Contractor will monitor operations of the City Temporary Debris Staging and reduction sites and/or existing permitted disposal sites. The City of Greenville does have a Memorandum of Agreement to remove vegetative debris from North Carolina Department of Transportation (NCDOT) roads if the agreement is activated after a disaster.
12. Debris Removal to be monitored by the Contractor will be designated by a City official, inspector, or other personnel approved by the City.
13. The method(s) utilized for monitoring debris removal under this Agreement are to be determined by the Contractor and approved by the City. The work to be performed under this Agreement shall consist of the Contractor monitoring the clearing and removal of any and all eligible debris for the City by a process including the following responsibilities and duties:
 - W. Accurately measure and certify all truck capacities (recertify on a regular basis throughout the project)
 - X. Provide trained debris monitoring personnel to properly and accurately complete and physically control load tickets (in tower and all field sites). (Note: Optional cost of debris monitoring contractor providing Electronic automated Debris Data collection instead of paper load tickets is requested on Fee Schedule)

- Y. Ensure that trucks are accurately credited for their load
- Z. Ensure that trucks are not artificially loaded
- AA. Report if improper equipment is mobilized and used
- BB. Report Debris Management and Removal Contractor issues to the City Director of Public Works or designee that requires action (i.e. safety concerns, contractor non-compliance, damages to property, etc.)
- CC. Ensure only eligible debris is loaded by the debris contractor and ensuring debris removal contractor is not commingling debris categories as the trucks are loaded.
- DD. Ensure trucks are properly unloaded at the landfill or disposal site
- EE. Ensure hazardous waste is not loaded by debris contractor
- FF. Validate hazardous trees, including hangers, and stumps
- GG. Monitor and maintain Federal or State required data for removal of hazardous trees, hangers, and stumps as directed by the Director of Public Works or designee

- HH. Ensure contractor completes assigned route area prior to moving to other route areas without direction from the City
- II. Maintain required photo, GIS, and GPS documentation of contractor debris removal trucks and activities. Specific examples of photo and GPS documentation are the required FEMA documentation for hazardous stump removal/tree removal /tree hanger removal, contractor property damage, and/or other assigned, special, or unusual occurrences in the field.
- JJ. Document and report activities to the City which may require remediation such as fuel spills, hazardous materials collection locations, and other similar environmental concerns
- KK. Document and report to the City damages which occur on public or private property as a result of the debris removal operations
- LL. Coordinate daily briefings, work progress reports, staffing, and other key items with the City and Debris Management and Removal Contractor
- MM. Assist the City in responding to public concerns or comments
- NN. Entering load tickets into a monitoring contractor provided database application
- OO. Digitization of source documentation (i.e. Load Tickets)
- PP. Comprehensive review, reconciliation, and validation of debris removal contractors invoices prior to submission to City for processing.

QQ. Project Worksheet support documentation and other pertinent report preparation required for reimbursement by FEMA, FHWA, and any other applicable agency for disaster recovery efforts by City staff, and designated debris removal contractors.

RR. Final report and appeal preparation and assistance

14. The Contractor shall perform work so as not to interfere with the normal operations of the City, State, or Federal functions and/or violate existing regulations of these or other regulatory agencies.
15. The Contractor will be expected to provide all personnel, equipment, temporary office space, forms, record keeping materials, personal protective equipment, communication equipment, supplies and other resources necessary to carry out the specified services and to provide ongoing and periodic reports to the City for its use in providing documentation to State and Federal officials pursuant to Federal reimbursement of eligible recovery costs.
16. The Contractor must be fully cognizant of all pertinent Federal and State of North Carolina requirements and procedures and be prepared to assist the City staff in compiling and managing information and data necessary for those purposes.
17. The Contractor will be responsible for coordinating operations in such a manner as to least interfere with the work of the Debris Management and Removal Contractor or other recovery operation forces. Such coordination shall be effected through communications with the Director of Public Works or designee. To the extent authorized by the Director of Public Works, the Contractor shall coordinate monitoring operations directly with the Debris Management and Removal Contractor when necessary to achieve effective and efficient integration of forces.
18. The Contractor must not have been prohibited or debarred from doing business with any governmental entity for any reason. Provide a statement of assurances and compliance.
19. The Contractor must provide appropriate training of monitors that is required by Federal or State agencies for safety or for full reimbursement of funds expended for disaster recovery.
20. The Contractor must not have any conflict of interest with the City Debris Management and Removal Contractor.

I. Indemnification and Insurance:

3. Indemnity

Contractor shall indemnify, defend, hold harmless and reimburse the City, its agents and employees from and against any and all losses, liabilities, expenses, and all claims for damage of any nature whatsoever relating to or arising out of any action or failure to act by respondent, its subcontractors, officer, agents, and employees of any of the obligations under this Agreement. Losses, liabilities, expenses, and claims for damages shall include, but are not limited to, civil and criminal fines and penalties, loss of use and/or services, bodily injury, death, personal injury, or damage to real or personal property, defense costs, legal fees, and costs and attorney's fees for any appeal.

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.

4. Insurance Requirements

The Contractor, at its own expense, shall keep in force and at all times maintain during _____ this _____ Agreement:

- e) An Owner's and Contractors Protective Liability Policy issued in the name of the City in an amount of no less than \$2,000,000.00 per occurrence limit for bodily injury, personal injury, and property damage with an aggregate liability not less than \$2,000,000.00. (Coverage shall be at least as broad as provided for in the most current version of the insurance services office form applicable to such policy);
- f) A separate General Liability Policy naming the Contractor or other person who will be performing the activity as insured and also naming the City as an additional insured in an amount not less than \$1,000,000.00 per occurrence and property damage and products completed operations. (Coverage shall be at least as broad as provided for in the most current version of the insurance services office form applicable to such policy); and
- g) An Excess Liability Policy naming the Contractor or other person who will be performing the activity as insured and also naming the City as an additional insured in the amount not less than \$10,000,000.00 for bodily injury, personal injury, property damage, and products completed operations.

h) Workers' Compensation Coverage

Full and complete Workers' Compensation Coverage, as required by the State of North Carolina, shall be required.

e) Insurance Certificates

The Contractor shall provide the City with Certificate(s) of Insurance on all policies of insurance and renewals thereof in a form(s) acceptable to the City. Said Commercial General Liability policy shall provide that the City be an additional named insured.

f) 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.

g) 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.

J. 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.

K. Right to Audit Records:

The City, State, and/or FEMA shall be entitled to audit the books and records of the Contractor or of any sub-contractor to the extent that such books and records relate to the performance of this Agreement or any sub-contract to this Agreement.

L. Time is of the Essence:

The parties agree that time is of the essence in the completion of the work called for under 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.

IX. MINORITY AND/OR WOMAN BUSINESS ENTERPRISE (M/WBE) PROGRAM

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

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

Questions regarding the City's M/WBE Program should be directed to the M/WBE Office at (252) 329-4862.

X. SPECIAL PROVISIONS

- I. The Contractor must have a representative present in the City's office or Emergency Operations Center within thirty-six (36) hours of Notification to Proceed and be able to mobilize required equipment and personnel to the designated location within forty-eight (48) hours of Notice to Proceed. If necessary, the Contractor may need to pre-stage in the region if there is sufficient indication of a likely event.
- J. The Contractor shall utilize or sub-contract with local contractors to perform the monitoring work to the greatest extent possible when needed to supplement Contractors' employees.
- K. The Contractor shall provide all necessary security and oversight for all operations.
- L. The Contractor shall provide sufficient traffic control and warning devices for conducting the monitoring contractor's work on streets and highways when outside of the Debris Removal Contractor's work zone.
- M. The anticipated Contractor work hours are sun up to sun down seven days per week unless otherwise approved by the City.
- N. The Contractor shall operate within the requirements of the Occupational Safety and Health Act, and all other applicable federal and state laws, rules, and regulations.
- O. The City will identify one or more Temporary Debris Storage Sites if required. All site work on these sites must be approved by the City. The Contractor will monitor loads entering these facilities.
- P. The Disaster Debris Monitoring Contractor shall be responsible for reporting to the City and cleaning up all spills caused by the Disaster Debris Monitoring contractor's operation. Spills shall be reported to the City Public Works Department immediately following discovery.

XI. MISCELLANEOUS PROVISIONS

- K. Assignment of this Agreement shall not be made without advance written consent of the City.
- L. 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.
- M. 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.
- N. The Contractor is to procure all permits, licenses, and certificates, or any such laws, ordinances, rules and regulations, for proper execution and completion of the Work under this Agreement.
- O. 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.
- P. Any litigation arising out of this Agreement shall be heard in Pitt County.
- Q. 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 with 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.
- R. This Agreement, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
- S. Contractor shall provide City with a Payment and Performance Bond based on the estimated amount of the contract upon activation of the agreement. Failure to provide the bond(s) will result in this agreement being null and void.
- T. Unless otherwise stated, all official correspondence and contact shall be addressed to:

For the City:

Public Works Department
Attention: Kenneth W. Jackson
Public Works Operations Manager
1500 Beatty Street
Greenville, NC 27834

For the Contractor:

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

CITY OF GREENVILLE

CONTRACTOR

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

BY: _____
David A. Holec, 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: _____
Bernita W. Demery, CPA, Director of Financial Services

GENERAL INFORMATION AND INSTRUCTIONS

A. Procurement Process

The RFP is not a bid. The City is not obligated to enter into contract on the basis of any proposal submitted in response to this request. The City reserves the right, in its sole discretion, to reject all submissions, reissue subsequent RFP, terminate, restructure or amend this procurement process at anytime. The City may contact any or all proposers after receiving their proposal to seek clarification or to schedule presentations by the proposer. The final selection and contract negotiation rests solely with the City.

- B. The City will rank all responses and may at its discretion request presentations from any or all vendors as needed. No interpretation shall be binding unless in writing from the City of Greenville.

- C. The City, at its discretion, may hold a pre-submittal meeting at a site and date, location and time to be determined.

D. Rejection of Proposals

Any proposals that do not conform to the essential requirements of the RFP shall be rejected. The City reserves the right to waive informalities and minor irregularities in submittals and reserves the sole right to determine what constitutes informalities and minor irregularities. The City reserves the right to reject any or all proposals and waive minor irregularities in the evaluation procedures. The City reserves the right to negotiate modifications to proposals that it deems acceptable.

| <u>FEE SCHEDULE</u> | | |
|----------------------------|---|----------------|
| 1. | Fixed Site Debris Monitors | \$ Per hour |
| 2. | Field Debris Monitors- | \$ Per hour |
| 3. | Hazard Tree, Stump, or Tree Limb Hanger Removal Monitor | \$ Per hour |
| 4. | Data Manager/Reporting Supervisor | \$ Per hour |
| 5. | GIS Analyst/Mapping Coordinator | \$ Per hour |
| 6. | Training and Assistance - Sessions shall be for all key City personnel, Monitoring Contractor personnel, and assistance in all disaster debris recovery monitoring efforts as requested | Price Included |
| 7. | Project Manager | \$ Per Hour |
| 8. | Emergency Operations Manager | \$ Per Hour |
| 9. | Field Supervisor | \$ Per Hour |
| 10. | Clerical Staff/Data Entry Clerk | \$ Per Hour |
| 11. | Environmental Specialist | \$ Per Hour |
| 12. | Temporary Storage of Documents - The CONTRACTOR shall provide storage of daily or disaster-related documents and reports for protection during the disaster event | Price Included |
| 13. | Reporting and Documentation - The CONTRACTOR shall provide and submit to the City all reports and documents as may be necessary to <u>adequately</u> document the <u>Debris Recovery Monitoring Services</u> in accordance with FEMA/NC requirements. | Price Included |
| 14. | Additional Cost for providing an Automated Debris Data Collection system if used instead of paper load tickets | |

The prices shown above are all-inclusive of overhead, administrative costs, per diem costs, transportation costs, and all other direct or indirect costs or charges. Proposer may include other positions, with hourly rates, as recommended or needed.

City of Greenville
RFP #14-15-45
Disaster Debris Monitoring Services

Responses to Questions Asked by Prospective Firms
April 27, 2015

1) Will the City of Greenville accept weekly or 2 week invoices? Is the payment liability the responsibility of the City of Greenville?

--RESPONSE: All invoices must be submitted by the 10th of each month. The payment liability will be that of the City of Greenville which will maintain the payments for all invoicing within thirty (30) days from receipt.

2) Payment and Performance bonds are generally required of the Debris Removal Companies, not for hourly oversight services. Will this be required for the monitoring service? Are the Payment and Performance bonds required when submitting a the proposal?

--RESPONSE: Payment and Performance bonds will be needed once the contract is activated and a notice to proceed is issued and will not be required and the time of the proposal submission. The Payment and Performance bond shall meet the requirements of that of FEMA for the contract and payment.

3) Does the City of Greenville require automobile insurance policy certification?

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

- 4) Page 13 section "C" refers to providing security and section "D" refers to traffic control. Please verify that this is a requirement for the Debris Monitoring Company or that of the Removal contractor.

--RESPONSE: Clarification: Sections "C" and "D" will be the responsibility of the Debris Removal contractor and not that of the Debris Monitoring contractor. Disregard these two statements.

- 5) Did the City of Greenville intend to have a \$10M limit for the Excess Liability Policy? Is there an option for a lower limit as this may be difficult to obtain for the work involved?

--RESPONSE: The intended amount for the Excess Liability Policy will remain \$10,000,000.00 and shall name the Contractor or other person who will be performing the activity as insured and also naming the City as additional insured for bodily injury, personal injury, property damage, and products completed operations.

- 6) Will the City of Greenville be more specific in the MBE/WBE "requirement" i.e., "All firms submitting bids agree to utilize minority and woman-owned suppliers and service providers whenever possible?"

--RESPONSE: For all M/WBE questions, please contact Denisha Harris, M/WBE Coordinator, with the City of Greenville at 252-329-4862 or dharris@greenvillenc.gov.

No other questions were received.



City of Greenville, North Carolina

Meeting Date: 6/8/2015
Time: 6:00 PM

Title of Item: Award of Audit Contract for Federal Forfeiture Funds

Explanation: **Abstract:** For several years, the City of Greenville has been receiving Federal Forfeiture Funds. Periodically, the Justice Department reviews communities' use of the funds to insure proper use and proper accounting procedures. The City of Greenville recently came up for review, and the Justice Department came to Greenville and reviewed all of the records. The Justice Department has requested a reconciliation of City of Greenville Federal Forfeiture Funds for the past 5 fiscal years (June 30, 2009 - June 30, 2014).

Explanation: The City of Greenville is being required by the Justice Department to reconcile the City's use of Federal Forfeiture Funds for the past 5 fiscal years. Staff contacted the City's new auditing firm of Cherry Bekaert and requested a proposal from them to complete this work with the assistance of City staff. The staff at Cherry Bekaert contacted the staff at the Justice Department and developed the agreed-upon procedures to be followed and the reporting requirements.

Attached is a copy of the proposal from Cherry Bekaert. They are estimating that it will take 300-350 hours to complete the work at a cost ranging from \$40,500 to \$47,250, plus out-of-pocket expenditures. According to the staff at the Justice Department, this is an allowable expense under their guidelines. Cherry Bekaert will begin the work upon execution of the contract.

Fiscal Note: The audit will cost between \$40,500 and \$47,250. The cost to cover the audit is included in the year-end budget ordinance amendment.

Recommendation: Authorize City Manager to execute a contract with Cherry Bekaert to conduct an audit of the Federal Forfeiture Funds.

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [Audit Proposal](#)



May 13, 2015

Ms. Barbara Lipscomb
City Manager
City of Greenville
Greenville, North Carolina

Dear Ms. Lipscomb:

This letter of arrangement between the City of Greenville (the "City") and Cherry Bekaert LLP (the "Firm") sets forth the nature and scope of the services we will provide, the City's required involvement and assistance in support of our services, the related fee arrangements and other terms and conditions designed to assure that our professional services are performed to achieve the agreed upon objectives of the City.

SUMMARY OF SERVICES

We will apply the agreed-upon procedures which the City has specified, as listed in the attached schedule. This engagement is solely to assist the City in connection with the compliance with Federal Forfeiture funds requirements and to reconcile funds received from the Federal Forfeiture Funds program to the general ledger for the past 5 fiscal years (June 30, 2009; June 30, 2010; June 30, 2011; June 30, 2012; June 30, 2013 and June 30, 2014). Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of the City. Consequently, we make no representation regarding the sufficiency of the procedures described in the attached schedule either for the purpose for which this report has been requested or for any other purpose. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report, or will not issue a report as a result of this engagement.

Because the agreed-upon procedures listed in the attached schedule do not constitute an examination, we will not express an opinion on the reconciliation of Federal Forfeiture funds. In addition, we have no obligation to perform any procedures beyond those listed in the attached schedule.

We will submit a report listing the procedures performed and our findings. This report is intended solely for the use of the City management and the US Department of Justice Office, and should not be used by anyone other than these specified parties. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

You are responsible for the presentation of certain revenue and expenditures records in accordance with Federal Forfeiture Fund requirements; and for selecting the criteria and determining that such criteria are appropriate for your purposes. You are also responsible for making all management decisions and performing all management functions; for designating an individual with suitable skill, knowledge, and/or experience to oversee any nonattest services we provide; and for evaluating the adequacy and results of those services and accepting responsibility for them.

City of Greenville, North Carolina

May 13, 2015

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YOUR EXPECTATIONS

As part of our planning process, we have discussed with you your expectations of Cherry Bekaert, your concerns about limitations of this engagement, relationship issues with Cherry Bekaert, and specific engagement arrangements and timing. Our services plan is designed to provide a foundation for an effective, efficient, and quality-focused approach to accomplish the engagement objectives and meet, and/or exceed, your expectations. Our service plan will be reviewed with you periodically and will serve as a benchmark against which you will be able to measure our performance.

Any additional services that you may request, and that we agree to provide, will be the subject of separate written arrangements.

The engagement will be led by Tara Edwards, who will be responsible for assuring the overall quality, value, and timeliness of our services to you.

At the conclusion of the engagement, the City's management will provide to us a representation letter that, among other things, (1) addresses management's responsibilities related to the engagement and confirms certain representations made during the engagement, including management's acknowledgement of its responsibility for the selection and presentation of certain revenues and expenditures in accordance with Federal Forfeiture funds requirements; (2) management's knowledge of fraud or suspected fraud affecting the entity involving management, employees who have a significant roles in internal control or others where fraud could have a material effect on the financial statements; and (3) management's knowledge of any allegations of fraud or suspected fraud affecting the entity, received in communications from employees or others. Cherry Bekaert LLP will rely on the City's management providing these representations to us, both in the planning and performance of the engagement, and in considering the fees that we will charge to perform the engagement.

OTHER MATTERS

Access to working papers

The working papers for the engagement are the property of Cherry Bekaert LLP and constitute confidential information. Except as discussed below, any requests for access to our working papers will be discussed with you prior to making them available to requesting parties. Any parties seeking access to our working papers must agree to sign our standard access letter.

Our Firm, as well as all other major accounting firms, participates in a "peer review" program, covering our audit and accounting practices. This program requires that once every three years we subject our quality assurance practices to an examination by another accounting firm. As part of the process, the other firm will review a sample of our work. It is possible that the work we perform for you may be selected by the other firm for their review. If it is, they are bound by professional standards to keep all information confidential. If you object to having the work we do for you reviewed by our peer reviewer, please notify us in writing.

Electronic transmittals

During the course of our engagement, we may need to electronically transmit confidential information to each other, within the Firm, and to other entities engaged by either party. Although email is an efficient way to communicate, it is not always a secure means of communication and thus, confidentiality may be compromised. You agree to the use of email and other electronic methods to transmit and receive information, including confidential

City of Greenville, North Carolina

May 13, 2015

Page 3

information between the Firm, the City and other third party providers utilized by either party in connection with the engagement.

Subpoenas

In the event we are requested or authorized by you or required by government regulation, subpoena, or other legal process to produce our working papers or our personnel as witnesses with respect to our engagement for you, you will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expense, as well as the fees and expenses of our counsel, incurred in responding to such a request at standard billing rates.

Dispute resolution procedures

If any dispute, controversy or claim arises in connection with the performance or breach of this agreement, either party may, on written notice to the other party, request that the matter be mediated. Such mediation would be conducted by a mediator appointed by and pursuant to the rules of the American Arbitration Association (AAA) or such other neutral facilitator acceptable to both parties. Both parties would exert their best efforts to discuss with each other in good faith their respective positions in an attempt to finally resolve such dispute, controversy, or claim.

Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the AAA. Any award rendered by the Arbitrator pursuant to this Agreement may be filed and entered and shall be enforceable in the Superior Court of the County in which the arbitration proceeds. *In agreeing to arbitration, we both acknowledge that, in event of a dispute over fees charged by the accountant, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.*

The prevailing party shall be entitled to an award of reasonable attorneys' fees and costs incurred in connection with the arbitration of the dispute in an amount to be determined by the arbitrator.

TERMS AND CONDITIONS SUPPORTING FEE

As a result of our preliminary discussions, the City and Cherry Bekaert LLP have agreed to a fee, subject to the following conditions.

The estimated fees are based on anticipated full cooperation from your personnel, timely delivery of requested schedules and supporting information, timely communication of all significant accounting and financial reporting matters, the assumption that unexpected circumstances will not be encountered during the engagement, as well as working space and clerical assistance as mutually agreed upon and as is normal and reasonable in the circumstances. Our estimated fee does not include assistance in bookkeeping or other accounting services not previously described. If for any reason the City is unable to provide such schedules, information and assistance, Cherry Bekaert LLP and the City will mutually revise the fee to reflect additional services, if any, required of us to achieve these objectives.

In providing our services, we will consult with the City with respect to matters of accounting, financial reporting or other significant business issues as permitted by professional standards. Accordingly, time necessary to effect a reasonable amount of such consultation is reflected in our fee. However, should a matter require research, consultation or additional work beyond that amount, the Firm and the City will agree to an appropriate revision in our fee.

City of Greenville, North Carolina

May 13, 2015

Page 4

The estimated fees set forth below are based on professional standards effective as of the date of this engagement letter, but do not include any time related to the application of new professional or accounting standards that impact the City for the first time. If new professional or accounting standards are issued subsequent to the date of this letter and are effective for the period of this engagement, we will estimate the impact of any such standard on the nature, timing and extent of our planned procedures and will communicate with you concerning the scope of the additional procedures and the estimated fees.

You agree to pay all costs of collection (including reasonable attorneys' fees) that we may incur in connection with the collection of unpaid invoices. We reserve the right to stop work on any account that is more than 30 days past due.

FEES

The following summarizes our fees for the services described above:

| <u>Description of Services</u> | <u>Estimated Fee</u> |
|--------------------------------|--|
| Agreed upon procedures | <u>\$135 an hour exclusive of out-of-pocket expenses</u> |

We estimate this engagement will take 300 - 350 hours for a total fee ranging from \$40,500 to \$47,250 plus out-of-pocket expenses. The City will only be billed for actual hours and expenses incurred.

Our fees will be billed periodically. Invoices are due on presentation. A service charge will be added to past due accounts equal to 1-1/2% per month (18% annually) on the previous month's balance less payments received during the month, with a minimum charge of \$2.00 per month.

If the foregoing is in accordance with your understanding, please sign a copy of this letter in the space provided and return it to us. If you have any questions, please call Tara Edwards at 919-782-1040.

Sincerely,

CHERRY BEKAERT LLP

Cherry Bekaert LLP

City of Greenville, North Carolina

ACCEPTED BY:

TITLE: _____

DATE: _____

Attachment

1. Obtain the Equitable Sharing Agreement Annual Certification Reports submitted to the Departments of Justice and Treasury during fiscal years 2009 to 2014 and perform the following:
 - a. Verify that the City has established a separate revenue account or accounting code for each of the Department of Justice and Department of Treasury Federal Forfeiture Funds.
 - b. Trace receipts received from each of the Departments to the bank statements, reports of receipts from the Departments and the general ledger.
 - c. Trace any expenditures of funds during each of the fiscal years to the general ledger.
 - d. Verify any interest income during each of the fiscal years was properly deposited into the equitable sharing revenue account and properly reported in the revenue account in the general ledger.

2. For each cash disbursement transaction during each of the fiscal years 2009-2014, perform testing to ensure the following:
 - a. Cash disbursement is properly supported by a Form DAG-71, "Application for Transfer of Federally Forfeited Property" and is included on the Log of Form DAG-71 maintained by the City.
 - b. Cash disbursement was for an allowable law enforcement purpose as specified in the "Guide for Equitable Sharing for State and Local Law Enforcement Agencies".
 - c. Cash disbursements were properly authorized and are supported by a purchase order, contract and/or invoice.
 - d. Trace expenditures of funds during each of the fiscal years to the general ledger account.

3. Using information from procedures 1 and 2 above, recalculate the City's total Federal Forfeiture expenditures for each of the fiscal years ended June 30, 2009 through June 30, 2014.



City of Greenville, North Carolina

Meeting Date: 6/8/2015
Time: 6:00 PM

Title of Item: Report on bids and contracts awarded

Explanation: **Abstract:** The Director of Financial Services reports monthly the bids and/or contracts awarded over a certain dollar threshold by the Purchasing Manager and City Manager.

Explanation: The Director of Financial Services reports that the following bids and contracts were awarded during the month of May, 2015.

| Date Awarded | Description | Vendor Purchase Order No. | Amount | MWBE Vendor? Yes/No | Does Local Preference Apply Yes/No |
|--------------|--|---|---|------------------------|---------------------------------------|
| 5/21/2015 | Roof Replacement at the City Hall Building | Curtis Construction Company, Inc. PO#086964 | \$161,953.00 (Base Bid + Alternate #3) | No | No |
| 5/21/2015 | Firewall Replacement Network Equipment | Teneo Group PO#086967 Note: This purchase is per GSA Contract #GS-35F-0511T | \$106,198.90 | No | No |

Fiscal Note: Funds to cover the Roof Replacement of City Hall were included in the 2014-2015 Capital Improvement Program budget for renovations.

Funds to cover the Firewall Replacement Network Equipment were included in the 2014-2015 Capital Improvement Program budget for capital outlay and contracted services.

Recommendation: That the award information be reflected in the City Council minutes.

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Attachments / click to download

 [Bid Tab - Roof Replacement City Hall](#)

BID TABULATION FORM



| | | | | | | | |
|------------------------------|---|--|--|--------------------------|--------------------------|--|--|
| Project Name: | City of Greenville-City Hall Building Roof Replacement | | | Project No.: | 20120030 | | |
| Bid Opening Location: | Public Works Offices Conference Room, 1500 Beatty Street, Greenville NC | | | Bid Opening Date: | Tuesday January 13, 2015 | | |

| Bidder Company Name | NC License No. | Bid Bond | Power of Attorney | C. Ref. Form | MWBE | Addenda | Base Bid | Alternate #1 | Alternate # 2 | Alternate # 3 |
|-----------------------------------|----------------|----------|-------------------|--------------|------|---------|--------------|--------------|---------------|---------------|
| Curtis Construction Company, Inc. | 3529 | Yes | Yes | Yes | Yes | Yes | \$148,193.00 | \$3,454.00 | \$6,789.00 | \$13,760.00 |
| Owens Roofing Inc. | 24442 | Yes | Yes | Yes | Yes | Yes | \$215,630.00 | \$2,800.00 | \$4,700.00 | \$2,000.00 |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |

Certified By: 



City of Greenville, North Carolina

Meeting Date: 6/8/2015
Time: 6:00 PM

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

Explanation: **Abstract:** 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 now before City Council for their approval as well. These adjustment refunds will be reported as they occur when they exceed \$100.

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

| Payee | Adjustment Refunds | Amount |
|---|------------------------------|---------------|
| Bobbie Earl Bullock | Real Property | \$ 542.70 |
| Heriberto Nieto | Real Property | \$ 336.48 |
| Wells Fargo Home Mortgage- Nancy J. Smith | Real Property | \$ 455.17 |
| Phil Welch | Real Property | \$ 607.31 |
| Phillip C. Ahlschlager | Registered Motor Vehicles | \$ 201.66 |
| Ethan Ayers | Individual Personal Property | \$ 113.90 |
| Sendy Fichud and/or Eram Wakako | Individual Personal Property | \$ 166.24 |
| Lagwanda E. Johnson | Individual Personal Property | \$ 368.96 |
| Rodney E. Jones | Registered Motor Vehicles | \$ 146.90 |
| Law Offices of Keith A Williams, PA | Registered Motor Vehicles | \$ 162.01 |
| Wesley D. Morris | Registered Motor Vehicles | \$ 141.26 |
| Marcia Reyes | Individual Personal Property | \$ 100.00 |
| Eric J. Sears | Registered Motor Vehicles | \$ 126.72 |
| Dennis E. Staton | Individual Personal Property | \$ 350.13 |
| Michael R. Stocks | Individual Personal Property | \$ 338.88 |
| Troy H. Thompson, Jr. | Individual Personal Property | \$ 539.42 |
| V Slew LLC, c/o Julie White | Real Property | \$1,404.37 |
| Nakia D. Williams | Individual Personal Property | \$ 559.31 |

Fiscal Note: The total to be refunded is \$6,661.42.

Recommendation: Approval of tax refunds by City Council

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City of Greenville, North Carolina

Meeting Date: 6/8/2015
Time: 6:00 PM

Title of Item: Budget ordinance amendment #10 to the 2014-2015 City of Greenville budget (Ordinance #14-036), amendment to the COPS Law Enforcement Technology Capital Project Fund (Ordinance #07-162), amendment to the FEMA - Hurricane Irene Project Fund (Ordinance #11-068), amendment to the South Tar River Greenway Capital Project Fund (Ordinance #06-23), amendment to the Dream Park Capital Project Fund (Ordinance #12-030), and amendment to the Greenways Capital Project Fund (Ordinance #12-007.02)

Explanation: **Abstract:** This budget amendment is for City Council to review and approve proposed changes to the adopted 2014-2015 budget, the COPS Law Enforcement Technology Capital Fund, the FEMA - Hurricane Irene Fund, the South Tar River Greenway Capital Project Fund, the Dream Park Capital Project Fund, and the Greenways Capital Project Fund.

Explanation: Attached for consideration at the June 8, 2015, City Council meeting is an ordinance amending the 2014-2015 budget (Ordinance #14-036), the COPS Law Enforcement Technology Capital Project Fund (Ordinance #07-162), the FEMA - Hurricane Irene Project Fund (Ordinance #11-068), the South Tar River Greenway Capital Project Fund (Ordinance #06-23), the Dream Park Capital Project Fund (Ordinance #12-030), and the Greenways Capital Project Fund (Ordinance #12-007.02). For ease of reference, a footnote has been added to each line item of the budget ordinance amendment, which corresponds to the explanation below:

A To reallocate estimated payments to the State for the collection of Motor Vehicle Tags and Taxes, from the Property Tax category to the Financial Services Department. These fees will be reported at gross amounts as of June 30, 2015 (\$45,000).

B To close the FEMA - Hurricane Irene Project Fund. The final payment of \$368K was received into the General Fund during the close for prior fiscal year. A payment of \$20,608 was received into the General Fund this fiscal year. All accounts within the fund have been reconciled to reflect full spending for the project. To clear the deficit balance of \$180,592 prior to year end, appropriated fund balance of \$159,984

is needed to transfer into this fund for closing (\$180,592).

C To appropriate funds needed to close out the COPS Law Enforcement Technology Capital Project Fund. This project has a deficit balance of \$262,968. Staff is requesting \$100,000 be moved from the Contingency account and \$162,968 be appropriated from fund balance to clean up the deficit balance in this fund prior to year end (\$162,968).

D To appropriate and reallocate funds needed to close out the Dream Park Capital Project Fund. This project was completed during fiscal year 2014; however, close-out expenditures were unknown until this fiscal year. Staff is requesting \$1,331 to be appropriated from fund balance to clear the deficit balance in this fund prior to year end (\$1,331).

E To reallocate Insurance Loss and Premium balances to the Human Resources Department to pay the remaining claims for the fiscal year. This reallocation results in a zero impact to the General Fund. The "other funds" net to zero as well so no budget amendment was needed.

F To appropriate Contingency Funds in the amount of \$45,060 to complete an audit of Federal Forfeiture funds.

G To appropriate and reallocate funds needed to close out the South Tar River Greenway Capital Project Fund. The residual balance available in this fund will be transferred to the Greenways Capital Project Fund for further development (\$4,699).

Fiscal Note:

The budget ordinance amendment affects the following funds: increases the General Fund by \$389,891; reduces the COPS Law Enforcement Technology Capital Project Fund by \$118,985; reduces the FEMA-Hurricane Irene Project Fund by \$29,371; reduces the South Tar River Greenway Capital Project Fund by \$40,785; increases the Dream Park Capital Project Fund by \$1,331; and increases the Greenways Capital Project Fund by \$4,699:

| Fund Name | Original /Amended Budget | Proposed Amendment | Amended Budget 6/8/2015 |
|------------------------------|---------------------------------|---------------------------|--------------------------------|
| General | \$ 83,994,028 | \$ 389,891 | \$ 84,383,919 |
| COPS Law Enforce. Technology | \$ 4,078,741 | \$ (118,985) | \$ 3,959,756 |
| FEMA – Hurricane Irene | \$ 1,802,800 | \$ (29,371) | \$ 1,773,429 |
| South Tar River Greenway | \$ 1,481,000 | \$ (40,785) | \$ 1,440,215 |
| Dream Park | \$ 819,647 | \$ 1,331 | \$ 820,978 |
| Greenways | \$ 3,293,747 | \$ 4,699 | \$ 3,298,446 |

Recommendation: Approve budget ordinance amendment #10 to the 2014-2015 City of Greenville budget (Ordinance #14-036), amendment to COPS Law Enforcement Technology Capital Project Fund (Ordinance #07-162), amendment to the FEMA - Hurricane Irene Project Fund (Ordinance #11-068), amendment to the South Tar River Greenway Capital Project Fund (Ordinance #06-23), amendment to the Dream Park Capital Project Fund (Ordinance #12-030), and amendment to the Greenways Capital Project Fund (Ordinance #12-007.02).

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 [Budget Amendment FY 2014 2015 985202](#)

ORDINANCE NO. 15-
CITY OF GREENVILLE, NORTH CAROLINA
Ordinance (#10) Amending the 2014-2015 Budget (Ordinance #14-036), amendment to the COPS Law Enforcement Technology
Capital Project Fund (Ordinance #07-162), amendment to the FEMA - Hurricane Irene Project Fund (Ordinance #11-068),
amendment to the South Tar River Greenway Capital Project Fund (Ordinance #06-23), amendment to the
Dream Park Capital Project Fund (Ordinance #12-030), and amendment to the Greenways Capital
Project Fund (Ordinance #12-007.02)

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

Section I: Estimated Revenues and Appropriations. **General Fund**, of Ordinance 14-036, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

| | ORIGINAL 2014-2015 BUDGET | | #10 Amended 6/8/15 | | Total Amendments | | Amended 2014-2015 Budget |
|---|--|----------------|-----------------------------------|--|-----------------------------|--|---|
| <u>ESTIMATED REVENUES</u> | | | | | | | |
| Property Tax | \$ 32,943,768 | A | \$ 45,000 | | \$ 45,000 | | \$ 32,988,768 |
| Sales Tax | 15,236,081 | | - | | - | | 15,236,081 |
| Video Prog. & Telecom. Service Tax | 904,000 | | - | | - | | 904,000 |
| Rental Vehicle Gross Receipts | 124,440 | | - | | - | | 124,440 |
| Utilities Franchise Tax | 5,763,988 | | - | | - | | 5,763,988 |
| Motor Vehicle Tax | 1,065,237 | | - | | - | | 1,065,237 |
| Other Unrestricted Intergov't Revenue | 777,245 | | - | | - | | 777,245 |
| Powell Bill | 2,215,848 | | - | | - | | 2,215,848 |
| Restricted Intergov't Revenues | 1,649,591 | | - | | 256,686 | | 1,906,277 |
| Privilege License | 535,495 | | - | | - | | 535,495 |
| Other Licenses, Permits and Fees | 4,227,195 | | - | | 1,454 | | 4,228,649 |
| Rescue Service Transport | 3,055,250 | | - | | - | | 3,055,250 |
| Parking Violation Penalties, Leases, & Meters | 430,650 | | - | | - | | 430,650 |
| Other Sales & Services | 372,577 | | - | | 5,000 | | 377,577 |
| Other Revenues | 248,106 | B | 20,608 | | 32,608 | | 280,714 |
| Interest on Investments | 551,012 | | - | | - | | 551,012 |
| Transfers In GUC | 6,485,183 | | - | | - | | 6,485,183 |
| Other Financing Sources | - | | - | | 47,871 | | 47,871 |
| Appropriated Fund Balance | 4,233,202 | B,C,D | 324,283 | | 3,176,432 | | 7,409,634 |
| | \$ 80,818,868 | | \$ 389,891 | | \$ 3,565,051 | | \$ 84,383,919 |
| <u>APPROPRIATIONS</u> | | | | | | | |
| Mayor/City Council | \$ 319,836 | E | \$ (5,947) | | \$ (5,947) | | \$ 313,889 |
| City Manager | 1,218,689 | E | (21,500) | | 117,872 | | 1,336,561 |
| City Clerk | 256,358 | | - | | - | | 256,358 |
| City Attorney | 455,458 | E | (500) | | (500) | | 454,958 |
| Human Resources | 2,914,679 | E | (84,602) | | (79,057) | | 2,835,622 |
| Information Technology | 3,233,383 | E | (15,166) | | (15,166) | | 3,218,217 |
| Fire/Rescue | 13,658,352 | E | 92,833 | | 134,698 | | 13,793,050 |
| Financial Services | 2,585,265 | A | 45,000 | | 46,118 | | 2,631,383 |
| Recreation & Parks | 7,722,995 | E | (88,006) | | 32,231 | | 7,755,226 |
| Police | 23,849,424 | E,F | 59,018 | | 155,706 | | 24,005,130 |
| Public Works | 9,190,127 | E | (67,792) | | 2,941 | | 9,193,068 |
| Community Development | 2,654,725 | E | (10,841) | | 31,242 | | 2,685,967 |
| OPEB | 400,000 | | - | | - | | 400,000 |
| Contingency | 155,869 | C,F | (145,060) | | (152,807) | | 3,062 |
| Indirect Cost Reimbursement | (1,268,214) | | - | | - | | (1,268,214) |
| Capital Improvements | 4,873,454 | | - | | 57,959 | | 4,931,413 |
| Total Appropriations | \$ 72,220,400 | | \$ (242,563) | | \$ 325,290 | | \$ 72,545,690 |
| <u>OTHER FINANCING SOURCES</u> | | | | | | | |
| Transfers to Other Funds | \$ 8,598,468 | B,C,D,E | \$ 632,454 | | \$ 3,239,761 | | \$ 11,838,229 |
| | \$ 8,598,468 | | \$ 632,454 | | \$ 3,239,761 | | \$ 11,838,229 |
| | \$ 80,818,868 | | \$ 389,891 | | \$ 3,565,051 | | \$ 84,383,919 |

Section II: Estimated Revenues and Appropriations. **COPS Law Enforcement Technology Capital Project Fund**, of Ordinance 07-162, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

| | 2014-2015 ADJUSTED BUDGET | | Amended 6/8/15 | | Total Amendments | | Amended 2014-2015 Budget |
|-------------------------------|---------------------------------|---|---------------------|--|---------------------|--|--------------------------------|
| ESTIMATED REVENUES | | | | | | | |
| Spec/State/Loc Grant | \$ 3,335,636 | C | \$ (302,351) | | \$ (302,351) | | \$ 3,033,285 |
| Investment Earnings | - | C | 1,862 | | 1,862 | | 1,862 |
| Transfer from Gneral Fund | 81,474 | C | 181,504 | | 181,504 | | 262,978 |
| Transfer from Capital Reserve | 661,631 | | - | | - | | 661,631 |
| TOTAL REVENUES | \$ 4,078,741 | | \$ (118,985) | | \$ (118,985) | | \$ 3,959,756 |
| APPROPRIATIONS | | | | | | | |
| Personnel | \$ 108,951 | C | \$ (108,951) | | \$ (108,951) | | - |
| Travel/Training | 6,360 | C | (4,447) | | (4,447) | | 1,913 |
| Supplies & Materials | 2,363,430 | C | (84,379) | | (84,379) | | 2,279,051 |
| Equipment | 1,600,000 | C | 78,792 | | 78,792 | | 1,678,792 |
| Total Expenditures | \$ 4,078,741 | | \$ (118,985) | | \$ (118,985) | | \$ 3,959,756 |
| TOTAL APPROPRIATIONS | \$ 4,078,741 | | \$ (118,985) | | \$ (118,985) | | \$ 3,959,756 |

Section III: Estimated Revenues and Appropriations. **FEMA - Hurricane Irene Project Fund**, of Ordinance 11-068, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

| | 2014-2015 ADJUSTED BUDGET | | Amended 6/8/15 | | Total Amendments | | Amended 2014-2015 Budget |
|-----------------------------|---------------------------------|---|--------------------|--|---------------------|--|--------------------------------|
| ESTIMATED REVENUES | | | | | | | |
| Spec State/Fed/Loc Grants | \$ 1,802,800 | B | \$ (209,963) | | \$ (209,963) | | \$ 1,592,837 |
| Transfer from GF | - | B | 180,592 | | 180,592 | | 180,592 |
| TOTAL REVENUES | \$ 1,802,800 | | \$ (29,371) | | \$ (29,371) | | \$ 1,773,429 |
| APPROPRIATIONS | | | | | | | |
| Property Loss (Operating) | \$ 500,000 | B | \$ (43,410) | | \$ (43,410) | | \$ 456,590 |
| Debris Removal (Operating) | 1,044,544 | B | 14,039 | | 14,039 | | 1,058,583 |
| Transfer to Other Funds | 258,256 | | - | | - | | 258,256 |
| Total Expenditures | \$ 1,802,800 | | \$ (29,371) | | \$ (29,371) | | \$ 1,773,429 |
| TOTAL APPROPRIATIONS | \$ 1,802,800 | | \$ (29,371) | | \$ (29,371) | | \$ 1,773,429 |

Section IV: Estimated Revenues and Appropriations. **South Tar River Greenway Capital Project Fund**, of Ordinance 06-23, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

| | 2014-2015 ADJUSTED BUDGET | | Amended 6/8/15 | | Total Amendments | | Amended 2014-2015 Budget |
|--------------------------------|---------------------------------|---|--------------------|--|---------------------|--|--------------------------------|
| ESTIMATED REVENUES | | | | | | | |
| Special Fed/State/Loc Grant | \$ 1,480,000 | G | \$ (44,485) | | \$ (44,485) | | \$ 1,435,515 |
| Planning Fees | - | G | 3,700 | | 3,700 | | 3,700 |
| Transfer from General Fund | 1,000 | | - | | - | | 1,000 |
| TOTAL REVENUES | \$ 1,481,000 | | \$ (40,785) | | \$ (40,785) | | \$ 1,440,215 |
| APPROPRIATIONS | | | | | | | |
| Design | \$ 163,000 | G | \$ 8,113 | | \$ 8,113 | | \$ 171,113 |
| Construction | 1,243,000 | G | 22,284 | | 22,284 | | 1,265,284 |
| Right of Way | 50,000 | G | (50,881) | | (50,881) | | (881) |
| Testing | 25,000 | G | (25,000) | | (25,000) | | - |
| Transfer to the Greenways Fund | - | G | 4,699 | | 4,699 | | 4,699 |
| Total Expenditures | \$ 1,481,000 | | \$ (40,785) | | \$ (40,785) | | \$ 1,440,215 |
| TOTAL APPROPRIATIONS | \$ 1,481,000 | | \$ (40,785) | | \$ (40,785) | | \$ 1,440,215 |

Section V: Estimated Revenues and Appropriations. **Dream Park Capital Project Fund**, of Ordinance 12-030, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

| | 2014-2015 ADJUSTED BUDGET | | Amended 6/8/15 | | Total Amendments | | Amended 2014-2015 Budget |
|-----------------------------|---------------------------------|---|-------------------|--|---------------------|--|--------------------------------|
| ESTIMATED REVENUES | | | | | | | |
| Transfer from Other Funds | \$ 819,647 | D | \$ 1,331 | | \$ 1,331 | | \$ 820,978 |
| TOTAL REVENUES | \$ 819,647 | | \$ 1,331 | | \$ 1,331 | | \$ 820,978 |
| APPROPRIATIONS | | | | | | | |
| Contingencies | \$ 51,723 | D | \$ 305 | | \$ 305 | | \$ 52,028 |
| Construction | 736,702 | D | (120) | | (120) | | 736,582 |
| Engineering | 31,222 | D | 1,146 | | 1,146 | | 32,368 |
| Total Expenditures | \$ 819,647 | | \$ 1,331 | | \$ 1,331 | | \$ 820,978 |
| TOTAL APPROPRIATIONS | \$ 819,647 | | \$ 1,331 | | \$ 1,331 | | \$ 820,978 |

Section VI: Estimated Revenues and Appropriations. **Greenways Capital Project Fund**, of Ordinance 12-007.02, is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

| | 2014-2015 ADJUSTED BUDGET | | Amended 6/8/2015 | | Total Amendments | | Amended 2014-2015 Budget |
|-----------------------------|---------------------------------|---|---------------------|--|---------------------|--|--------------------------------|
| ESTIMATED REVENUES | | | | | | | |
| Spec State/Fed/Loc Grant | \$ 2,332,009 | G | - | | \$ 247,912 | | \$ 2,579,921 |
| Transfer from General Fund | 651,848 | G | 4,699 | | 66,677 | | 718,525 |
| TOTAL REVENUES | \$ 2,983,857 | | \$ 4,699 | | \$ 314,589 | | \$ 3,298,446 |
| APPROPRIATIONS | | | | | | | |
| Construction | \$ 2,403,034 | G | 4,699 | | \$ 314,589 | | \$ 2,717,623 |
| Acquisition | 175,000 | | - | | - | | 175,000 |
| Engineering | 405,823 | | - | | - | | 405,823 |
| Total Expenditures | \$ 2,983,857 | | \$ 4,699 | | \$ 314,589 | | \$ 3,298,446 |
| TOTAL APPROPRIATIONS | \$ 2,983,857 | | \$ 4,699 | | \$ 314,589 | | \$ 3,298,446 |

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

Adopted this 8th day of June, 2015.

Allen M. Thomas

ATTEST:

Carol L. Barwick, City Clerk



City of Greenville, North Carolina

Meeting Date: 6/8/2015
Time: 6:00 PM

Title of Item: Report on Input on a Proposal to Amend Greenville City Council Terms

Explanation: **Abstract:** At their Annual Planning Session on January 24, 2015, City Council directed that input be sought from citizens on a proposal to amend the terms of members of the Greenville City Council. A report on the input received is being provided.

Explanation: This item was continued from the May 11, 2015, meeting.

In response to a current year tactic listed in the 2014-2015 Strategic Plan, a memo was provided to City Council in Notes to Council on August 27, 2014. The memo outlined the process and the potential advantages and disadvantages of pursuing a charter amendment to extend the length of City Council terms. City Council discussed this issue at its Planning Session on January 24, 2015, and directed that input be sought from citizens on a proposal to amend the terms of members of the Greenville City Council.

A report on the input received is attached.

Also attached is a May 11, 2015, letter from Uptown Greenville and the Greenville - Pitt County Chamber of Commerce jointly recommending that City Council continue to gather and disseminate information regarding City Council terms and some possible options for amendment.

* * *

Schedule

At its March 16, 2015, meeting, City Council confirmed that the preferred date for a referendum on a proposed charter amendment changing the length of terms of City Council is the May, 2016, primary date. This action did not mean that Council will commence the process for the change but established benchmarks for the scheduling of consideration by Council of the required actions. With the

May, 2016 primary date, action by this City Council to adopt a resolution of intent to consider a charter amendment and set a public hearing can occur either (1) at the August 10, 2015, meeting (with the Ordinance implementing the charter amendment and setting the referendum date scheduled to occur at the October 8, 2015, meeting) or (2) at the September 10, 2015, meeting (with the Ordinance implementing the charter amendment and setting the referendum date scheduled to occur at the November 9, 2015, meeting).

The primary election for all offices (except for United States President) elected in 2016 is May 3, 2016. These offices include U.S. Senator (Richard Burr's seat), U.S. Representatives, N.C. Governor, N.C. Lieutenant Governor, N.C. Senators, N.C. Representatives, N.C. Attorney General, N.C. Secretary of State (and all other Council of State offices), County Commissioners, Clerk of Superior Court, Register of Deeds, and District Attorney. By the provisions of G.S. 163-213.2, the North Carolina Presidential Preference Primary is also to be held on May 3, 2016, unless South Carolina holds its presidential preference primary before March 15, 2016, in which event, the N.C. Presidential Preferential Primary will be the Tuesday after that date. South Carolina has not yet officially set its presidential preference primary date. A bill (House Bill 457) has been introduced during this session of the General Assembly to amend this statute which would establish the Presidential Preference Primary date as March 8, 2016. This bill has passed the House and it appears that it is likely that this bill will be approved.

Board of Elections Director Dave Davis advises that the average percentages for turnout at elections is as follows:

- Municipal election –17%
- Primary with or without a presidential preference – 24.56%
- Presidential preference primary (1976 and 1988) – 36.8%

The proposed March, 2016, date of the Presidential Preference Primary is also a possible referendum date in addition to the May, 2016, primary date. However, since the cost to the City for an election is determined by the number of questions on the ballot, it would involve significant expense. The estimated expense for having the referendum on the date of the May, 2016, primary is between \$3,200 and \$4,000. The estimated expense for having the referendum on the proposed March, 2016, date of the Presidential Preference Primary is \$58,500.

Fiscal Note:

If Council determines to proceed with a referendum, there is an expense involved.


Recommendation:


It is recommended that City Council consider the report. If City Council determines to proceed with scheduling a referendum, then it may direct

that consideration of a resolution of intent to consider a charter amendment and set a public hearing be scheduled for either the August 10, 2015, meeting or the September 10, 2015, meeting.


Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [Terms Memo](#)

 [Citizen Input](#)

 [Uptown Gville/Chamber Letter](#)

TO: Mayor and City Council Members
FROM: David A. Holec, City Attorney 
DATE: May 5, 2015
SUBJECT: Input on a Proposal to Amend Greenville City Council Terms

At its Planning Session on January 24, 2015, City Council directed that input be sought from citizens on a proposal to amend the length of the terms of members of the Greenville City Council. The purpose of this memo is to summarize the efforts to solicit input and the input received.

Solicitation of Input

Efforts to solicit input on a proposed charter amendment changing the length of the terms of City Council were as follows:

--A presentation on the proposal was made at the Chamber of Commerce Power Luncheon on Tuesday, March 17, 2015, at noon at the Hilton. Information on the scheduled public forums was provided and an email address was given for comments to be sent.

--A presentation on the proposal was made at the monthly meeting of the Interfaith Clergy Standing for Our Community on Thursday, March 26, 2015, at noon at the Sheppard Memorial Library. Information on the scheduled public forums was provided and an email address was given for comments to be sent.

--A public forum was held on Tuesday, March 31, 2015, at 6 p.m. in the Council Chambers of City Hall. An opportunity to provide comments in a public comment type format was afforded and to submit written comments was afforded. An email address was given for comments to be sent.

--A public forum was held on Thursday, April 2, 2015, at 6 p.m. in the Chapel at the Lucille W. Gorham Intergenerational Center. An opportunity to provide comments in a public comment type format was afforded and to submit written comments was afforded. An email address was given for comments to be sent.

--A presentation on the proposal was made at the Uptown Greenville Board of Directors meeting on Thursday, April 23, 2015, at 8:30 a.m. in the United Way conference room. An email address was given for comments to be sent.

--Promotion of the public forums occurred via GTV, City Page, fliers, Facebook, email list used by Community Development, and event tips to media. The members of the Neighborhood Advisory Board assisted in promoting the public forums.

--After the public forums, a notice in the City Page and on the City website advising of the opportunity to comment was published.

Input

Input was received at the scheduled public forums in the form of public comment and of submitted written comment on forms provided at the public forums. Additionally, input was received in the form of submitted emails and Facebook messages.

A videotape of the March 31, 2015, public forum is available for viewing. The audio recording of the April 2, 2015, public forum is available for listening. The power point presentation made at the public forums is available for viewing.

A summary of comments at the **March 31, 2015, Public Forum** is as follows:

1. Andrew Gorman stated that he supports keeping the terms at 2 years; that it is best to have all seats elected at the same time; and that a change to a staggered system makes it too complicated.
2. Nancy Colville stated that she opposes the proposed change to 4 year terms; that United States Congressmen have 2 year terms and they address more complicated matters than Council; that 4 years is too long for a Council that does not get along or does things which the voters do not agree; that a change would impact voters ability to participate in the elective process; and that term limits should be considered.
3. Chris Mansfield stated that he supports keeping the 2 year terms; that having elections more often promotes a representative democracy and its purpose to have representatives represent a constituency; that 4 year terms would result in lack of responsiveness and an inability to be nimble; and that term limits should be considered.
4. Adele Greer stated that she supports keeping the 2 year terms; and that having staggered elections would be complicated for voters.
5. Uriah Ward stated that he supports keeping 2 year terms; and since Council has a visible, immediate impact, having elections more often makes sense.
6. David Douglas stated that he would like to hear from Council Members which they prefer.
7. Carolyn Glast stated that she does not believe a change would be good; and that if the current system is not broken, why fix it.
8. Ann Maxwell stated that she wonders whether other cities, who have changed, believe it has been a good change.

A summary of comments at the **April 2, 2015**, Public Forum is as follows:

1. Angela Cooper stated that the terms should remain at 2 years; that this would combat persons becoming complacent; that competition is healthy; and that staff can assist new members in getting them up to date on ongoing initiatives.
2. Keith Cooper stated that the 2 year terms should stay; that there is no reason to change the length; that term limits should be considered; that good pending initiatives which are popular will continue after an election; that there should be concern about career politicians; and that we should want new ideas and imagination.
3. Ajal Purswani stated that 2 year terms for Council Members should not change but the Mayor should have a 4 year term in order to allow more time for the Mayor's initiatives; that a lot can change in a 2 year period; and that if the elected representative is doing good, the voters will re-elect him and if the elected representative is not doing good, voters will not re-elect him.
4. Brenda Harris stated that 2 year terms keep people honest; that there is a need for checks and balances and elections every 2 years provides this; and that elections more often allows people to be exposed for what they are doing or not doing.
5. Don Cavelleni stated that 2 year terms should not change; that 4 year terms would be less democratic; that 4 year terms limit the ability to hold people accountable; and that there is no reason to change.
6. Kimberly Atkinson stated that there is a need to have Council Members to be responsive; and that 4 years would be too long.
7. Moses Teel stated that his comments are on a written statement which he distributed.

The sign-up sheets for the public forums are attached. All written comments received are attached as follows:

- 1) March 30, 2015, Facebook comment by Jim Latham (supports 4 year terms);
- 2) March 30, 2015, Facebook comment by Dave Alexander (term limits instead of extension);
- 3) March 31, 2015, Forum comment by Andrew Gorham (keep 2 year terms);
- 4) March 31, 2015, Forum comment by Nancy Colville (opposes 4 year terms);
- 5) April 1, 2015, Email comment by Lars and Pat Larsen (opposes 4 year terms);
- 6) April 1, 2015, Email comment by Vince Bellis (notes that overwhelming majority of Council Members have served over 2 terms);
- 7) April 2, 2015, Forum comment by Angela Cooper (keep 2 year terms);

- 8) April 2, 2015, Forum comment by Keith Cooper (keep 2 year terms);
- 9) April 2, 2015, Forum comment by Brenda Harris (keep 2 year terms);
- 10) April 2, 2015, Forum comment by Kimberly Atkinson (keep 2 year terms);
- 11) April 2, 2015, Forum comment by Moses Teel (is justice included in the votes?);
- 12) April 4, 2015, Email comment by Donna Whitley (supports 4 year terms);
- 13) April 5, 2015, Email comment by Kacem Sebti (supports 4 year terms); and
- 14) April 11, 2015, Email comment by Sherry Pofahl (supports 4 year terms).

cc: Barbara Lipscomb, City Manager

NEIGHBORHOOD ADVISORY BOARD



Tuesday, March 31, 2015

Members and Guests

FORUM TO AMEND CITY COUNCIL TERMS SIGN-IN SHEET

| Name (PLEASE PRINT) | District | Liaison Y/N | E-mail Address |
|-------------------------------------|----------|-------------|----------------------------------|
| 1 <u>Tiana Keith, Staff</u> | _____ | _____ | <u>gturnage@greenvillenc.gov</u> |
| 2 <u>Gwen Turnage, Staff</u> | _____ | _____ | <u>tkeith@greenvillenc.gov</u> |
| 3 <u>Merrill Flood, CD Director</u> | _____ | _____ | <u>mflood@greenvillenc.gov</u> |
| 4 <u>Dave Holec, City Attorney</u> | _____ | _____ | <u>dholec@greenvillenc.gov</u> |
| 5 <u>Carolyn Huet</u> | <u>1</u> | <u>Y</u> | <u>casue@suddenlink.net</u> |
| 6 <u>Merry O. Kennedy</u> | <u>4</u> | <u>Y</u> | <u>merrysandra@gmail.com</u> |
| 7 <u>Laura E McKenna</u> | <u>3</u> | <u>Y</u> | <u>mckennal@ecu.edu</u> |
| 8 <u>NANCY COLVILLE</u> | <u>5</u> | _____ | _____ |
| 9 <u>Andrew Gorman</u> | <u>6</u> | _____ | <u>andrewraygorman@gmail</u> |
| 10 <u>Blythe Terment</u> | <u>4</u> | <u>Y</u> | _____ |
| 11 <u>Sharon Stang</u> | <u>5</u> | <u>Y</u> | <u>rick.stang@gmail.com</u> |
| 12 <u>Brenda Diggs</u> | <u>5</u> | <u>Y</u> | <u>bdiggs@comcastmail.com</u> |
| 13 <u>DAVID DOUGLAS</u> | <u>2</u> | <u>Y</u> | <u>None</u> |
| 14 <u>Uriah Ward</u> | <u>3</u> | <u>no</u> | <u>UriahWard@yahoo.com</u> |

NEIGHBORHOOD ADVISORY BOARD



Tuesday, March 31, 2015

Members and Guests

FORUM TO AMEND CITY COUNCIL TERMS SIGN-IN SHEET

| | Name (PLEASE PRINT) | District | Lialson Y/N | E-mail Address |
|----|---------------------|----------|-------------|-------------------|
| 15 | <i>V. Bellis</i> | <i>3</i> | <i>Y</i> | |
| 16 | <i>Ann Bellis</i> | <i>3</i> | <i>N</i> | |
| 17 | <i>Ann Maxwell</i> | | | <i>NAB Member</i> |
| 18 | | | | |
| 19 | | | | |
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| 25 | | | | |
| 26 | | | | |
| 27 | | | | |
| 28 | | | | |

4/2/15

NAME

ADDRESS

Moses Teuf

2788 Old River Rd

NANCY COLVILLE

DISTRICT 5

Rick Smiley

D4 - 102 Christenbury

Reels Crokey

D5

Keith W. Cooper

P.O. Box 30103, Greenfield

Angela Cooper

P.O. Box 30103, Greenfield

Calvin Mercer

210 Quail Hollow Rd

Ajay Purbhani

1900 Exchange Drive

Devinder Gulab

112 Fort Sumner Drive Concord

Getty News

2015 Calum Way Greensboro

Don Daus

~~Don~~ Cavallini

101 Lancaster Dr 27834

Breda Harris

2223 Hollyhock Ct

Harry Shum

Greensboro
27894
business 417 @ gmail.com

RJ Homby

David Holec

From: Steven Hawley
Sent: Monday, March 30, 2015 7:37 PM
To: David Holec
Subject: Fwd: Jim Latham commented on City of Greenville, NC Government's photo.

Follow Up Flag: Follow up
Flag Status: Flagged

I'll pass comments along to you.

Sent from my iPhone

Begin forwarded message:

From: Facebook <update+ofo9aoy@facebookmail.com>
Date: March 30, 2015 at 6:30:59 PM EDT
To: Steve Hawley <shawley@greenvillenc.gov>
Subject: Jim Latham commented on City of Greenville, NC Government's photo.
Reply-To: Reply to Comment
<e+1youyja000000bbdwv0009ax83tsxp00000000000000000000000000002vi09@reply.facebook.com>



Jim Latham commented on City of Greenville, NC Government's photo.



Jim Latham
March 30 at 6:30pm

Four year terms elections to go with the presidential election for higher turn out

 Like  Comment

See comment

Reply to this email to comment on this photo.

This message was sent to shawley@greenvillenc.gov. If you don't want to receive these emails from Facebook in the future, please [unsubscribe](#).

Facebook, Inc., Attention: Department 415, PO Box 10005, Palo Alto, CA 94303

David Holec

From: Steven Hawley
Sent: Tuesday, March 31, 2015 7:53 AM
To: David Holec
Subject: FW: Dave Alexander (friends with Brittony Bray Peele) commented on City of Greenville, NC Government's p...

Follow Up Flag: Follow up
Flag Status: Flagged

Comment #2.

Steve Hawley
Communications Manager / Public Information Officer
City of Greenville, NC
shawley@greenvillenc.gov
www.greenvillenc.gov
252-329-4131



Find yourself in good company

* Please note that any and all correspondence to and from this email address is subject to North Carolina Public Records Law and may be disclosed to third parties.

From: Facebook <update+ofo9aoy@facebookmail.com>
Reply-To: Reply to Comment
<e+1youyja000000bbdwv0009ax83txp00000000000000000000000002vi09@reply.facebook.com>
Date: Monday, March 30, 2015 at 10:57 PM
To: Steve Hawley <shawley@greenvillenc.gov>
Subject: Dave Alexander (friends with Brittony Bray Peele) commented on City of Greenville, NC Government's p...



Dave Alexander (friends with Brittony Bray Peele) commented on City of Greenville, NC Government's photo.



Dave Alexander
March 30 at 10:57pm

I would rather vote on a term limit versus an extension. This City needs new people and ideas. Too many are holding us back for their own biases and personal agendas.

 Like

 Comment

See comment

Reply to this email to comment on this photo.

This message was sent to shawley@greenvillenc.gov. If you don't want to receive these emails from Facebook in the future, please [unsubscribe](#)

Facebook, Inc., Attention: Department 415, PO Box 10005, Palo Alto, CA 94303

Proposal

Amend the City Charter:

- Length of the terms of Greenville City Council Members is changed from 2 years to 4 years
- The terms are staggered so one-half of the Council is elected every 2 years
- Mayor's term either remains at 2 years or is changed from 2 years to 4 years

COMMENTS:

- Keep terms at 2 years
- Double the size of the Council
- Make all seats at-large
- There is no reason to increase term-length or to stagger it other than to subvert democracy.

NAME (Please Print): Andrew Gorman

ADDRESS: 4A Merry Lane

-or- email your comments to dholec@greenvillenc.gov

Item # 15
3/31/15

Proposal

Amend the City Charter:

- Length of the terms of Greenville City Council Members is changed from 2 years to 4 years
- The terms are staggered so one-half of the Council is elected every 2 years
- Mayor's term either remains at 2 years or is changed from 2 years to 4 years

COMMENTS:

See, attached.

NAME (Please Print): NANCY COLVILLE

ADDRESS: 113 LORD ASHLEY DR GUILLE NC 27858

-or- email your comments to dholec@greenvillenc.gov

3/31/15

Item # 15

I WISH TO SPEAK IN OPPOSITION TO THE PROPOSED EXTENDED TERM OF OFFICE FOR CITY COUNCIL AND MAYOR FROM TWO TO FOUR YEAR TERMS.

THE CITY'S CHARTER WOULD HAVE TO BE AMENDED FOR THIS CHANGE TO TAKE PLACE.

THE CHARTER HAS ONLY BEEN AMENDED ONCE BEFORE TO INCREASE GUS' CONTRIBUTION TO THE CITY.

THIS DOCUMENT REFLECTS THE CITY'S COMMITMENT TO SERVE ITS RESIDENCE IN A RESPONSIBLE MANNER IT SERVES AS BEACON OF STRENGTH FOR FUTURE INVESTORS AND RESIDENTS ALIKE.

IT SHOULD NOT BE AMENDED AT THE WHIM OF A HAND FULL OF INDIVIDUALS WITH PERSONAL OR POLITICAL AGENDAS

TWICE BEFORE THIS IDEA WAS PRESENTED TO COUNCIL ONLY TO BE PROMPTLY SET ASIDE DUE TO PUBLIC OPPOSITION.

STATE LEGISLATORS AND CONGRESSMEN RUN FOR REELECTION EVERY TWO YEARS AND YET MANAGE TO CONDUCT THE PEOPLE'S BUSINESS ADDRESSING MUCH MORE COMPLEX BUDGETS.

BETWEEN NOVEMBER 2, 1999 AND NOVEMBER 6, 2001 ARIELLE MORRIS SERVED AS COUNCILWOMAN FOR DISTRICT FOUR. A TUG OF WAR ENSUED BETWEEN COUNCIL MEMBERS DURING HER TERM CAUSING THE RESIGNATION OF THE POLICE CHIEF, AND CITY MANAGER, PRODUCTIVITY OF EMPLOYEES WENT DOWN. THE CITY TOOK A FINANCIAL HIT AS SOME COUNCIL MEMBER'S BEHAVIOR WAS AN EMBARRASSMENT TO THE CITY.

FOUR YEAR TERMS WITH A DIVISIVE COUNCIL CAN AGAIN CAUSE A FINANCIAL SETBACK AND DAMAGE GREENVILLE'S IMAGE.

FOUR YEAR TERMS WILL SIMPLY REDUCE CITIZENS INPUT IN THE PROCESS ALLOWING ELECTED OFFICIALS FREE REIGN TO PURSUE THEIR OWN AGENDA.

PERHAPS TERM LIMITS SHOULD GO ALONG WITH THE EXTENSION OF TERMS.

David Holec

From: lars larsen <larsenlc46@gmail.com>
Sent: Wednesday, April 01, 2015 8:40 AM
To: David Holec
Subject: City Council Term Lengths

Follow Up Flag: Follow up
Flag Status: Flagged

Mr. Holec,

My wife and I have lived in Greenville for the past 23 years. This communication is IN STRONG OPPOSITION to any extension in term lengths for City Council members. Such an extension, in our opinion, would lessen the council's accountability to the people who elected them.

Again, we OPPOSE any extension in term lengths for council members.

Sincerely,

Lars and Pat Larsen

1204 Kingsbrook Road
Greenville, NC
email: larsenlc46@gmail.com

David Holec

From: Vincent Bellis <corgys@suddenlink.net>
Sent: Wednesday, April 01, 2015 11:01 AM
To: David Holec
Subject: Re: Council Terms
Attachments: GREENVILLE CITY COUNCIL COMPOSITION.docx

Follow Up Flag: Follow up
Flag Status: Flagged

GREENVILLE CITY COUNCIL COMPOSITION - 1993-2013

Compiled by Vince Bellis from information provided by the Greenville City Attorney
April 2, 2015.

The Greenville City Council term for members has been two years throughout the last ten election cycles (twenty years). The council consists of five District Members, one At-Large, and the Mayor for a total of seven.

Mayor

Mayor Jenkins served seven successive terms. Mayor Dunn served three terms as a council member and two terms as mayor. Mayor Thomas is currently completing his second term in office.

City Council

During this twenty-year period council members have served as follows:

| Number of council members | Number of terms served |
|---------------------------|------------------------|
| 2 | 8 |
| 1 | 4 |
| 7 | 3 |
| 6 | 2 |
| 5 | 1 |

There seems to be an incumbent advantage in that the majority of city council members have been re-elected several times once they get past the first election. Two of the five council members listed above as having served a single term are *currently* serving in their *first* term. Two council members served for eight successive terms (sixteen years).

Over the last twenty years overwhelming majority of city council members have served at least two terms (four years).

From: [David Holec](#)
Sent: Wednesday, April 01, 2015 8:46 AM
To: <mailto:corgys@suddenlink.net>
Subject: Council Terms

Dr. Bellis:

As requested, attached is the sheet which lists the composition of Council from 1953 to the present. The highlighted names indicate a change from the previous term of the person holding that office (although the person may have been on Council in another office).

Dave

David A. Holec
City Attorney
City of Greenville, NC
dholec@greenvillenc.gov
www.greenvillenc.gov
P.O. Box 7207
Greenville, NC 27835-7207
252-329-4426



Find yourself in good company

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04/02/15

Proposal

Amend the City Charter:

- Length of the terms of Greenville City Council Members is changed from 2 years to 4 years
- The terms are staggered so one-half of the Council is elected every 2 years
- Mayor's term either remains at 2 years or is changed from 2 years to 4 years

COMMENTS:

Length of terms should remain at 2 years.

NAME (Please Print): Angela Cooper
ADDRESS: P.O. Bbx 30103, Greenville, NC 27833

-or- email your comments to dholec@greenvillenc.gov

Item # 15
4/2/15

Proposal

Amend the City Charter:

- Length of the terms of Greenville City Council Members is changed from 2 years to 4 years
- The terms are staggered so one-half of the Council is elected every 2 years
- Mayor's term either remains at 2 years or is changed from 2 years to 4 years

COMMENTS:

Length of term should remain (2) years. We also should look at the issue within the context of term limits.

NAME (Please Print):

Keith W. Cooper

ADDRESS:

P.O. Box 30103, Greenville, NC 27833

-or- email your comments to dholec@greenvillenc.gov

Item #, 15

4/2/15

Proposal

Amend the City Charter:

- Length of the terms of Greenville City Council Members is changed from 2 years to 4 years
- The terms are staggered so one-half of the Council is elected every 2 years
- Mayor's term either remains at 2 years or is changed from 2 years to 4 years

COMMENTS:

2 years Only
8649777

NAME (Please Print):

Grenda Harris

ADDRESS:

223 K Street NW, Greenville

-or- email your comments to dholec@greenvillenc.gov

Item # 15

4/2/15

Proposal

Amend the City Charter:

- Length of the terms of Greenville City Council Members is changed from 2 years to 4 years
- The terms are staggered so one-half of the Council is elected every 2 years
- Mayor's term either remains at 2 years or is changed from 2 years to 4 years

COMMENTS:

2 years till city council members need to be voted out 2 years

NAME (Please Print):

Kimberly Johnson

ADDRESS:

3989 Pine Strickland

-or- email your comments to dholec@greenvillenc.gov

Item # 15

4/2/15

Proposal

Amend the City Charter:

- Length of the terms of Greenville City Council Members is changed from 2 years to 4 years
- The terms are staggered so one-half of the Council is elected every 2 years
- Mayor's term either remains at 2 years or is changed from 2 years to 4 years

COMMENTS:

See, attached

NAME (Please Print): Moses Teel

ADDRESS: _____

-or- email your comments to dholec@greenvillenc.gov

4/2/15

Proposal

Amend the City Charter:

- Length of the terms of Greenville City Council Members is changed from 2 years to 4 years
- The terms are staggered so one-half of the Council is elected every 2 years
- Mayor's term either remains at 2 years or is changed from 2 years to 4 years

COMMENTS:

NAME (Please Print): _____

ADDRESS: _____

-or- email your comments to dholec@greenvillenc.gov

Item # 15

Is Justice Included in the Votes?

Throughout the course of an election year, our city council learns what works and doesn't work for our community. Through trial and error, through listening and communicating, through experiencing and exploring. But who are the people who perform the tasks of understanding the needs of our community? The city workers, the laborers, the blue collar employees. They are the ones who have first person accounts of what is really going on in our community. They are the ones who become an asset to the city council. Why? Because they are the ones who are at the front line of duty. The ones who see, hear, experience, and explore what the people in the community voice; from the CEO to the garbage collector, they know the ins and outs, and the workings of the community.

But who are the ones that the community choose to spearhead its operation, its commonwealth? The city council and city managers who solicit votes. Here is where the question comes in. Is justice included in the votes? The promises of improvements, the well-being and equity of everyone seems to be the mantra of the city officials, but who are the people carrying out these promises? The city workers, the laborers, the blue collar employees. Where are their voices in our local government?

If your promises cannot be upheld without the help of the workers, then their voices need to be heard. When a worker exemplifies dedication, experience, and expertise, shouldn't that worker be the first considered in advancement or promotions, in order to ensure the continuance of your promises? Then why are selected workers of this caliber overlooked for years, given no recognition, remain in the same position, and have to train unqualified people hired to be their superiors? Elected officials are held accountable for such actions and the community needs to understand that their elected officials are NOT including justice in their votes.

David Holec

From: Donna Whitley <donnawhitley@embarqmail.com>
Sent: Saturday, April 04, 2015 9:49 PM
To: David Holec
Subject: City council terms

Sir,

I want to go on record as supporting four year staggered terms for City Council members.

Thank you for your time and consideration.

Donna Whitley
1800 Forest Hill Drive
Greenville NC 27858
252-412-8971

David Holec

From: Kacem Sebti <kacem@embarqmail.com>
Sent: Sunday, April 05, 2015 5:18 PM
To: David Holec
Subject: Terms of City council members

Dear Mr. Holec,

It is my opinion that four year terms that are staggered would be a good idea for the Greenville City Council.

Kacem Sebti
1800 Forest Hill Street
252-412-8972

David Holec

From: Sherry Pofahl <sspofahl@gmail.com>
Sent: Monday, April 13, 2015 4:11 PM
To: David Holec
Subject: Council/mayoral terms

Follow Up Flag: Follow up
Flag Status: Flagged

I support lengthening and staggering the terms of the Greenville city council and lengthening the term of the mayor.
Were three year terms considered for the mayor?

-Sherry Pofahl
Sent from my iPhone



May 11, 2015

Mayor and City Council
City of Greenville
200 West 5th Street
Greenville, NC 27835

Dear Honorable Mayor and City Council Members,

Uptown Greenville and the Greenville-Pitt County Chamber of Commerce applaud the City for evaluating City Council term lengths, as evaluation of organizational structure and organizational process is a healthy business practice.

For an effective evaluation, we feel that there is more public input needed. Therefore, as partners in the growth and development of our great City, Uptown Greenville and the Greenville-Pitt County Chamber of Commerce jointly recommend the City Council continue to gather and disseminate information regarding City Council terms and some possible options for amendments.

Sincerely,

Bianca Shoneman
Executive Director
Uptown Greenville

Scott Senatore
President
Greenville-Pitt County Chamber of Commerce



City of Greenville, North Carolina

Meeting Date: 6/8/2015
Time: 6:00 PM

- Title of Item:** Public hearing on proposed fiscal year 2015-2016 budgets including public hearing to be held concurrently on proposed stormwater management utility rate increase
- a. City of Greenville including Sheppard Memorial Library and Pitt-Greenville Convention & Visitors Authority
 - b. Greenville Utilities Commission

Explanation: **Abstract:** 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 Sheppard Memorial Library and Pitt-Greenville Convention & Visitors Authority budgets.

Explanation: Attached are the 2015-2016 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 Sheppard Memorial Library and Pitt-Greenville Convention & Visitors Authority budgets.

It should be noted that the required public hearing on the proposed stormwater management utility rate increase will be held concurrently with the public hearing on the proposed fiscal year 2015-2016 budgets as authorized by North Carolina General Statute 160A-314.

The attached ordinances are submitted for consideration at the City Council's June 11, 2015 meeting. Also attached is the updated Manual of Fees to reflect increases to the Sanitation and Stormwater operations.

Fiscal Note: The fiscal year 2015-2016 budget ordinances provide revenues and

appropriations for the following funds:

| | |
|---------------------------------|---------------|
| General | \$ 77,023,735 |
| Debt Service | 4,882,683 |
| Transit | 3,084,505 |
| Fleet Maintenance | 4,457,387 |
| Sanitation | 7,801,578 |
| Stormwater Utility | 4,905,758 |
| Community Development Housing | 1,443,370 |
| Health | 14,037,440 |
| Capital Reserve | 50,000 |
| Facilities Improvement | 1,579,180 |
| Vehicle Replacement | 3,811,283 |
| Sheppard Memorial Library | 2,338,224 |
| Convention & Visitors Authority | 1,046,840 |
| Greenville Utilities Commission | 289,924,227 |

Recommendation: Receive staff presentations and conduct a public hearing on the proposed budget ordinances for fiscal year 2015-2016, including the concurrent public hearing on the stormwater management utility rate increase.

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

[Budget Ordinance FY 2015 2016 1004528](#)

[GUC Ordinance FY 2015 2016 1005053](#)

[Manual of Fees PDF Cleaned 700646](#)

ORDINANCE NO. 15-

CITY OF GREENVILLE, NORTH CAROLINA
2015-2016 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, 2015 and ending June 30, 2016:

GENERAL FUND

Unrestricted Intergovernmental Revenues:

Ad Valorem Taxes;

| | | | |
|----------------------------------|----|-----------------|------------|
| Current Year Taxes - Operations | \$ | 32,044,014 | |
| Prior Year's Taxes and Penalties | | <u>(23,645)</u> | |
| Subtotal | \$ | | 32,020,369 |

| | | | |
|--|----|----------------|------------|
| Sales Tax | \$ | 16,627,515 | |
| Video Programming & Telecommunication Services Tax | | 904,000 | |
| Rental Vehicle Gross Receipts | | 126,929 | |
| Utilities Franchise Tax | | 6,052,187 | |
| Motor Vehicle Tax | | 1,018,705 | |
| Other Unrestricted Intergovernmental Revenues | | <u>806,227</u> | |
| Subtotal | \$ | | 25,535,563 |

Restricted Intergovernmental Revenues:

| | | | |
|--|----|------------------|-----------|
| Restricted Intergovernmental Revenues | \$ | 1,018,844 | |
| Powell Bill - State allocation payment | | <u>2,235,741</u> | |
| Subtotal | \$ | | 3,254,585 |

Licenses, Permits, & Fees:

| | | | |
|--------------------------------|----|-----------|-----------|
| Other Licenses, Permits & Fees | \$ | 4,418,874 | |
| Subtotal | \$ | | 4,418,874 |

Sales and Services:

| | | | |
|---|----|----------------|-----------|
| Rescue Service Transport | \$ | 3,085,803 | |
| Parking Violation Penalties, Leases, and Meters | | 362,600 | |
| Other Sales and Services | | <u>427,400</u> | |
| Subtotal | \$ | | 3,875,803 |

Other Revenues:

| | | | |
|-----------------------|----|----------------|---------|
| Other Revenue Sources | \$ | <u>292,446</u> | |
| Subtotal | \$ | | 292,446 |

Investment Earnings:

| | | | |
|-------------------------|----|----------------|---------|
| Interest on Investments | \$ | <u>553,761</u> | |
| Subtotal | \$ | | 553,761 |

Other Financing Sources:

| | | | |
|---|----|---------------|-----------|
| Transfer from Greenville Utilities Commission | \$ | 6,500,000 | |
| Appropriated Fund Balance | | 1,591,683 | |
| Other Transfers | | <u>62,596</u> | |
| Subtotal | \$ | | 8,154,279 |

TOTAL GENERAL FUND REVENUES

| | | |
|--|----|--------------------------|
| | \$ | <u><u>78,105,680</u></u> |
|--|----|--------------------------|

DEBT SERVICE FUND

| | | | |
|----------------------------|----|------------------|---------------------|
| Powell Bill Fund | \$ | 60,440 | |
| Occupancy Tax | | 685,181 | |
| Transfer from General Fund | | <u>4,137,062</u> | |
| TOTAL DEBT SERVICE FUND | | | <u>\$ 4,882,683</u> |

PUBLIC TRANSPORTATION FUND

| | | | |
|-------------------------------------|----|---------------|---------------------|
| Operating Grant 2015-2016 | \$ | 1,280,972 | |
| Capital Grant 2015-2016 | | 758,038 | |
| Planning Grant 2015-2016 | | 32,103 | |
| State Maintenance Assistant Program | | 285,000 | |
| Hammock Source | | 955 | |
| Other Revenue | | 1,912 | |
| Pitt Community College Bus Fare | | 9,553 | |
| Bus Fares | | 250,292 | |
| Bus Ticket Sales | | 109,224 | |
| Pitt County Bus Service | | 4,776 | |
| Transfer from General Fund | | 683,784 | |
| Appropriated Fund Balance | | <u>83,026</u> | |
| TOTAL TRANSPORTATION FUND | | | <u>\$ 3,499,635</u> |

FLEET MAINTENANCE FUND

| | | | |
|------------------------------|----|------------------|---------------------|
| Fuel Markup | \$ | 1,837,197 | |
| Labor Fees | | 1,026,765 | |
| Pool Car Rentals | | 13,500 | |
| Other Revenue Sources | | <u>1,579,925</u> | |
| TOTAL FLEET MAINTENANCE FUND | | | <u>\$ 4,457,387</u> |

SANITATION FUND

| | | | |
|-----------------------|----|----------------|---------------------|
| Refuse Fees | \$ | 7,116,078 | |
| Extra Pickup | | 5,000 | |
| Recycling Revenue | | 10,000 | |
| Cart and Dumpster | | 140,000 | |
| Solid Waste Tax | | 54,000 | |
| Other Revenue | | 146,500 | |
| Bond Proceeds | | <u>330,000</u> | |
| TOTAL SANITATION FUND | | | <u>\$ 7,801,578</u> |

STORMWATER MANAGEMENT UTILITY FUND

| | | | |
|--|----|--------------|---------------------|
| Utility Fee | \$ | 4,903,758 | |
| Recycling / Scrap Metal | | <u>2,000</u> | |
| TOTAL STORMWATER MANAGEMENT UTILITY FUND | | | <u>\$ 4,905,758</u> |

COMMUNITY DEVELOPMENT HOUSING FUND

| | | | |
|--|----|----------------|---------------------|
| Annual CDBG Grant Funding | \$ | 800,219 | |
| HUD City of Greenville | | 329,316 | |
| Transfer from General Fund | | <u>313,835</u> | |
| TOTAL COMMUNITY DEVELOPMENT HOUSING FUND | | | <u>\$ 1,443,370</u> |

HEALTH FUND

| | | | |
|---|----|----------------|----------------------|
| Employer Contributions - City of Greenville | \$ | 11,352,056 | |
| Employee Contributions - City of Greenville | | 2,497,431 | |
| Other Health Sources | | <u>187,953</u> | |
| TOTAL HEALTH FUND | | | <u>\$ 14,037,440</u> |

CAPITAL RESERVE FUND

| | | | |
|----------------------------|----|---------------|------------------|
| Appropriated Fund Balance | \$ | <u>50,000</u> | |
| TOTAL CAPITAL RESERVE FUND | | | <u>\$ 50,000</u> |

FACILITY IMPROVEMENT FUND

| | | | |
|---------------------------------|----|----------------|---------------------|
| Transfer from General Fund | \$ | 1,579,180 | |
| Appropriated Fund Balance | | <u>738,450</u> | |
| TOTAL FACILITY IMPROVEMENT FUND | | | <u>\$ 2,317,630</u> |

VEHICLE REPLACEMENT FUND

| | | | |
|--------------------------------|----|------------------|---------------------|
| Transfer from Other Funds | \$ | 2,807,071 | |
| Appropriated Fund Balance | | <u>1,032,291</u> | |
| TOTAL VEHICLE REPLACEMENT FUND | | | <u>\$ 3,839,362</u> |

TOTAL ESTIMATED CITY OF GREENVILLE REVENUES \$ 125,340,523

SHEPPARD MEMORIAL LIBRARY FUND

| | | | |
|--------------------------------------|----|---------------|---------------------|
| City of Greenville | \$ | 1,162,192 | |
| Pitt County | | 581,096 | |
| Pitt County-Bethel/Winterville | | 6,291 | |
| Town of Bethel | | 30,315 | |
| Town of Winterville | | 177,423 | |
| State Aid | | 184,113 | |
| Desk/Copier Receipts | | 128,775 | |
| Interest | | 1,000 | |
| Miscellaneous Revenues | | 31,620 | |
| Greenville Housing Authority | | 10,692 | |
| Appropriated Fund Balance | | <u>24,707</u> | |
| TOTAL SHEPPARD MEMORIAL LIBRARY FUND | | | <u>\$ 2,338,224</u> |

PITT-GREENVILLE CONVENTION AND VISITORS AUTHORITY FUND

| | | | |
|--|----|----------------|---------------------|
| Occupancy Tax (2%) | \$ | 885,000 | |
| Interest on Checking | | 1,200 | |
| Appropriated Fund Balance | | <u>160,640</u> | |
| TOTAL PITT-GREENVILLE CONVENTION AND VISITORS AUTHORITY FUND | | | <u>\$ 1,046,840</u> |

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, 2015 and ending June 30, 2016:

| GENERAL FUND | |
|--------------------------------|----------------------|
| Mayor & City Council | \$ 511,661 |
| City Manager | 1,619,586 |
| City Clerk | 259,086 |
| City Attorney | 468,242 |
| Human Resources | 2,527,943 |
| Information Technology | 3,028,347 |
| Fire/Rescue | 13,421,532 |
| Financial Services | 2,479,816 |
| Contingency | 200,000 |
| Other Post Employment Benefits | 450,000 |
| Police | 23,353,229 |
| Recreation & Parks | 7,600,386 |
| Public Works | 8,825,596 |
| Community Development | 2,657,084 |
| Capital Improvement | 3,034,892 |
| Transfers to Other Funds | 8,936,494 |
| Indirect Cost Reimbursement | (1,268,214) |
| TOTAL GENERAL FUND | <u>\$ 78,105,680</u> |
| DEBT SERVICE FUND | |
| Debt Service | \$ 4,882,683 |
| PUBLIC TRANSPORTATION FUND | |
| Public Transportation | \$ 3,499,635 |
| FLEET MAINTENANCE FUND | |
| Fleet Maintenance | \$ 4,457,387 |
| SANITATION FUND | |
| Sanitation Service | \$ 7,801,578 |

| | |
|---|-----------------------|
| STORMWATER MANAGEMENT UTILITY FUND | |
| Stormwater Management Utility Fund | \$ 4,905,758 |
| COMMUNITY DEVELOPMENT HOUSING FUND | |
| Community Development Housing/CDBG | \$ 1,443,370 |
| HEALTH FUND | |
| Health Fund | \$ 14,037,440 |
| CAPITAL RESERVE FUND | |
| Capital Reserve Fund | \$ 50,000 |
| FACILITY IMPROVEMENT FUND | |
| Facility Improvement Fund | \$ 2,317,630 |
| VEHICLE REPLACEMENT FUND | |
| Vehicle Replacement Fund | \$ 3,839,362 |
| TOTAL CITY OF GREENVILLE APPROPRIATIONS | <u>\$ 125,340,523</u> |
| SHEPPARD MEMORIAL LIBRARY FUND | |
| Sheppard Memorial Library | <u>\$ 2,338,224</u> |
| PITT-GREENVILLE CONVENTION AND VISITORS AUTHORITY | |
| Pitt-Greenville Convention and Visitors Authority | <u>\$ 1,046,840</u> |

Section III: Encumbrances. Appropriations herein authorized and made shall have the amount of outstanding purchase orders as of June 30, 2015, 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 53 cents per one hundred dollars (\$100) valuation of taxable properties, as listed for taxes as of January 1, 2015, for the purpose of raising the revenue from current year's property tax, 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 members of the Greenville Utilities Commission shall not exceed the following caps:

| | |
|--------|--------|
| Chair | \$ 350 |
| Member | \$ 200 |

Section VI: 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 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, 2015, is adopted herein by reference.

Section VIII: Community Development. The City Council does hereby authorize grant project funds for the operation of FY 2015-2016 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 IX: Greenville Utilities Commission. The City Council adopts a separate ordinance for the budget of the Greenville Utilities Commission.

Section X: Distribution. Copies of this ordinance shall be furnished to the City Manager 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 11th day of June, 2015.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

ORDINANCE NO. _____
CITY OF GREENVILLE, NORTH CAROLINA
2015-16 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, 2015 and ending June 30, 2016 to meet the subsequent expenditures, according to the following schedules:

| <u>Revenues</u> | | <u>Budget</u> |
|----------------------------------|---------------|---------------|
| A. <u>Electric Fund</u> | | |
| Rates & Charges | \$194,107,125 | |
| Fees & Charges | 1,304,786 | |
| Miscellaneous | 969,795 | |
| Interest on Investments | 119,083 | |
| Transfer from Rate Stabilization | 1,500,000 | |
| Bond Proceeds | 226,100 | |
| Appropriated Fund Balance | 2,000,000 | |
| Total Electric Fund Revenue | | \$200,226,889 |
| B. <u>Water Fund</u> | | |
| Rates & Charges | \$17,844,952 | |
| Fees & Charges | 351,619 | |
| Miscellaneous | 237,759 | |
| Interest on Investments | 38,209 | |
| Bond Proceeds | 46,800 | |
| Total Water Fund Revenue | | \$18,519,339 |
| C. <u>Sewer Fund</u> | | |
| Rates & Charges | \$20,032,937 | |
| Fees & Charges | 335,902 | |
| Miscellaneous | 121,431 | |
| Interest on Investments | 21,246 | |
| Bond Proceeds | 49,780 | |
| Appropriated Fund Balance | 3,000,000 | |
| Total Sewer Fund Revenue | | \$23,561,296 |
| D. <u>Gas Fund</u> | | |
| Rates & Charges | \$41,690,037 | |
| Fees & Charges | 138,688 | |
| Miscellaneous | 139,182 | |
| Interest on Investments | 54,496 | |
| Bond Proceeds | 344,300 | |
| Appropriated Fund Balance | 5,250,000 | |
| Total Gas Fund Revenue | | \$47,616,703 |
| Total Revenues | | \$289,924,227 |

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, 2015 and ending on June 30, 2016, according to the following schedules:

| <u>Expenditures</u> | | <u>Budget</u> |
|---------------------|-------------------|-----------------------------|
| Electric Fund | \$200,226,889 | |
| Water Fund | 18,519,339 | |
| Sewer Fund | 23,561,296 | |
| Gas Fund | <u>47,616,703</u> | |
| Total Expenditures | | <u><u>\$289,924,227</u></u> |

Section III. Estimated Net Revenues and Fund Balances. 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, 2015:

| <u>Capital Projects Revenues</u> | | <u>Budget</u> |
|--|----------------|---------------------------|
| Electric Fund - Long Term Debt Proceeds | \$5,437,500 | |
| Water Fund - Long Term Debt Proceeds | 1,687,500 | |
| Sewer Fund - Long Term Debt Proceeds | 437,500 | |
| Sewer Fund - Capital Projects Fund Balance | 310,000 | |
| Gas Fund - Long Term Debt Proceeds | 1,437,500 | |
| Gas Fund - Capital Projects Fund Balance | <u>500,000</u> | |
| TOTAL CAPITAL PROJECT REVENUE | | <u><u>\$9,810,000</u></u> |

Section IV. Capital Project Expenditures. The following amounts are hereby estimated for the Greenville Utilities Commission capital projects budgets that will begin during the fiscal year beginning July 1, 2015:

| <u>Capital Projects Expenditures</u> | | <u>Budget</u> |
|---|------------------|---------------------------|
| ECP-145 Dyneema Peaking Generator | \$5,000,000 | |
| WCP-124 Residual Lagoon Improvements | 1,250,000 | |
| SCP-124 Emergency Generators for Remote Pumping Stations, Phase I | 310,000 | |
| GCP-92 LNG Liquefaction Additions | 1,000,000 | |
| GCP-93 Southwestern Loop Phase 1 | 500,000 | |
| FCP-100 Downtown Office Efficiency and Enhancement | <u>1,750,000</u> | |
| Total Capital Projects Expenditures | | <u><u>\$9,810,000</u></u> |

Section V: 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.

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

Section VII: Distribution. 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 _____ day of June, 2015.

Allen M. Thomas, Mayor

Attest:

Carol L. Barwick, City Clerk

CITY OF GREENVILLE NORTH CAROLINA



Greenville
NORTH CAROLINA

FINANCIAL SERVICES

JULY 1, 2015
Last Revised June 11, 2015
Document Number 700646v19

MANUAL OF FEES

INTRODUCTION

The Manual of Fees represents the compilation into one document the fees and charges established by the City Council.

Revisions may be made in this Manual as fees and charges are subsequently amended, established, or altered. All changes and amendments shall be filed with the City Clerk, and such changes shall become effective when filed.

The Manual of Fees was adopted by the City Council and first printed on March 12, 1981. The second printing of the Manual of fees was amended by the City Council on June 9, 1983.

The third printing of the Manual of Fees was amended and revised by the City Council on June 24, 1991, by Ordinance No. 2341.

The fourth printing of the Manual of Fees was amended and revised by the City Council on June 8, 1992, by Ordinance No. 2471.

The fifth printing of the Manual of Fees was amended and revised by the City Council on June 10, 1993, by Ordinance No. 2653.

The sixth printing of the Manual of Fees was amended and revised by the City Council on June 9, 1994, by Ordinance 94-87.

The seventh printing of the Manual of Fees was amended and revised by the City Council on June 8, 1995, by Ordinance 95-67.

The eighth printing of the Manual of Fees was amended and revised by the City Council on June 13, 1996, by Ordinance 96-49.

The ninth printing of the Manual of Fees was amended and revised by the City Council on June 12, 1997, by Ordinance 97-61.

The tenth printing of the Manual of Fees was amended and revised by the City Council on August 14, 1997, by Ordinance 97-72.

The eleventh printing of the Manual of Fees was amended and revised by the City Council on June 15, 1998, by Ordinance 98-85.

The twelfth printing of the Manual of Fees was amended and revised by the City Council on June 10, 1999, by Ordinance 99-77.

The thirteenth printing of the Manual of Fees was amended and revised by the City Council on June 8, 2000, by Ordinance 00-83.

The fourteenth printing of the Manual of Fees was amended and revised by the City Council on June 14, 2001, by Ordinance 01- 82.

The fifteenth printing of the Manual of Fees was amended and revised by the City Council On June 15, 2002 by Ordinance 02-64.

INTRODUCTION Continued

The sixteenth printing of the Manual of Fees was amended and revised by the City Council on June 12, 2003 by Ordinance 03-54.

The seventeenth printing of the Manual of Fees was amended and revised by the City Council on June 10, 2004 Ordinance by 04-70.

The eighteenth printing of the Manual of Fees was amended and revised by the City Council on June 9, 2005 Ordinance by 05-66.

The nineteenth printing of the Manual of Fees was amended and revised by the City Council on June 8, 2006 Ordinance by 06-58.

The twentieth printing of the Manual of Fees was amended and revised by the City Council on September 25, 2006 by Ordinance 06-100 and on September 14, 2006 by Ordinance 06-96.

The twenty-first printing of the Manual of Fees was amended and revised by the City Council on February 5, 2007 by Ordinance 07-14.

The twenty-second printing of the Manual of Fees was amended and revised by the City Council on June 14, 2007 by Ordinance 07-93.

The twenty-third printing of the Manual of Fees was amended and revised by the City Council on June 12, 2008 by Ordinance 08- 73.

The twenty-fourth printing of the Manual of Fees was reviewed by the City Council on June 11, 2009 and *remains in effect* by Ordinance 08-73.

The twenty-fifth printing of the Manual of Fees was amended and revised by the City Council on June 10, 2010 by Ordinance 10-57.

The twenty-sixth printing of the Manual of Fees was amended and revised by the City Council on October 11, 2010 by Ordinance 10-80.

The twenty-seventh printing of the Manual of Fees was amended and revised by the City Council on November 8, 2010 by Ordinance 10-97.

The twenty-eighth printing of the Manual of Fees was reviewed by the City Council on June 09, 2011 and *remains in effect* by Ordinance 11-038.

The twenty-ninth printing of the Manual of Fees was amended and revised by the City Council on October 10, 2011 by Ordinance 11-058.

The thirtieth printing of the Manual of Fees was amended and revised by the City Council on November 17, 2011 by Ordinance 11-070.

The thirty-first printing of the Manual of Fees was amended and revised by the City Council on June 14, 2012 by Ordinance 12-027.

The thirty-second printing of the Manual of Fees was amended and revised by the City Council on June 13, 2013 by Ordinance 13-026.

INTRODUCTION Continued

The thirty-third printing of the Manual of Fees was amended and revised by the City Council on January 13, 2014 by Ordinance 14-004.

The thirty-fourth printing of the Manual of Fees was amended and revised by the City Council on February 10, 2014 by Ordinance 14-008.

The thirty-fifth printing of the Manual of Fees was amended and revised by the City Council on April 7, 2014 by Ordinance 14-015.

The thirty-sixth printing of the Manual of Fees was amended and revised by the City Council on April 7, 2014 by Ordinance 14-016.

The thirty-seventh printing of the Manual of Fees was amended and revised by the City Council on June 12, 2014 by Ordinance 14-036.

The thirty-eighth printing of the Manual of Fees was amended and revised by the City Council on September 8, 2014 by Ordinance 14-051.

The thirty-ninth printing of the Manual of Fees was amended and revised by the City Council on September 8, 2014 by Ordinance 14-052.

The fortieth printing of the Manual of Fees was amended and revised by the City Council on September 8, 2014 by Ordinance 14-053.

The forty-first printing of the Manual of Fees was amended and revised by the City Council on October 6, 2014 by Ordinance 14-059

The forty-second printing of the Manual of Fees was amended and revised by the City Council on November 10, 2014 by Ordinance 14-064

The forty-third printing of the Manual of Fees was amended and revised by the City Council on June 11, 2015 by Ordinance 14-

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CERTIFICATION, COPY FEES AND MISCELLANEOUS FEES

| Account Number | Code | Service | Fee |
|--------------------------------|------|---|--|
| Administrative Services | | | |
| 010-0000-340-12-01 | MR | Notary - 1 Signature | \$3.00 |
| | | 2 Signatures | \$4.00 |
| | | 3 Signatures | \$5.00 |
| 010-0000-340-12-01 | MR | Rental of Council Chambers by Outside Groups (3 Hr. Minimum) | Actual Staff cost but minimum \$150 |
| 010-0000-340-12-01 | MR | Citizens Academy Fee | \$25.00 |
| Publications | | | |
| 010-0000-340-12-01 | MR | For cemetery lot ownership when original deeds are lost | \$10.00 |
| 010-0000-340-12-01 | MR | For reports, manuals, and other official documents | \$10.00 |
| 010-0000-340-12-01 | MR | Schedule of Traffic Regulations | \$30.00 |
| Copies | | | |
| 010-0000-340-12-01 | MR | Any Information not specifically listed | \$0.25/page (For each page over seven pages) |
| 010-0000-340-12-01 | MR | Requiring research of Council, Board, or Commission minutes twenty years old and older | \$2.00/page |
| 010-0000-340-12-01 | MR | Video Copy Fee | \$15.00 |
| 010-0000-340-12-01 | MR | Video Mailing Fee (to cover postage & envelope) | \$ 3.00 |
| 010-0000-330-03-00 | MT | Motor Vehicle Fee | \$20.00 |
| Miscellaneous | | | |
| 010-0000-101-00-00 | MR | Returned Check Fee | \$25.00 |
| 010-0000-340-12-25 | MR | Flag Sales | Varies/Cost plus 10% plus Tax |

INFORMATION TECHNOLOGY FEES

| Account Number | Code | Service | Fee |
|--|------|---|--------------------------------|
| Provide Existing Database Information | | | |
| 010-0000-340-12-01 | MR | 8mm Tape Cartridge | \$20.00 |
| 010-0000-340-12-01 | MR | CD | \$ 2.00 |
| 010-0000-340-12-01 | MR | DLT 4 Tape Cartridge | \$75.00 |
| 010-0000-340-12-01 | MR | 4mm Tape Cartridge | \$15.00 |
| | | | For each page over seven pages |
| 010-0000-340-12-01 | MR | 14.875" x 11" Computer Paper | \$0.25/page |
| 010-0000-340-12-01 | MR | 8.5" x 11" Computer Paper | \$0.25/page |
| 010-0000-340-12-01 | MR | Digital GIS – Non-Profit/Public User Per Layer (CDROM) | \$25.00 |
| | | Citywide Layers (CDROM) | \$25.00 |
| 010-0000-340-12-01 | MR | Digital GIS – Commercial User Per Layer (CDROM) | \$100.00 |
| | | Citywide Layers (CDROM) | \$500.00 |
| 010-0000-340-12-01 | MR | AS400 Magstar Tape Cartridge | \$ 80.00 |
| 010-0000-340-12-01 | MR | Service Charge for Research Labor | \$ 25.00 |

***No charge if less than one hour of research; \$25 for research requiring from 1 to 5 hours
Additional Charge of \$25 for research exceeding 5 hours for a maximum of \$50***

MISCELLANEOUS PUBLICATIONS

| Account Number | Code | Service | Fee |
|-----------------------|-------------|---|------------|
| 010-0000-340-12-01 | MR | Audit | \$ 25.00 |
| 010-0000-340-12-01 | MR | Budget | \$ 25.00 |
| 010-0000-340-12-01 | MR | Capital Improvement Program | \$ 15.00 |
| 010-0000-340-12-01 | MR | City Code | \$125.00 |
| 010-0000-340-12-01 | MR | City Code Supplement | \$ 30.00 |
| 010-0000-330-18-12 | LL | Comprehensive Plan (on disk) | \$ 40.00 |
| 010-0000-330-18-12 | LL | Economic Base Report | \$ 15.00 |
| 010-0000-330-18-12 | LL | Landscape Ordinance | \$ 5.00 |
| 010-0000-330-18-12 | LL | Land Development Ordinance (on disk) | \$ 10.00 |
| 010-0000-340-12-01 | MR | Manual of Fees | \$ 10.00 |
| 010-0000-340-12-01 | MR | Manual of Standard Designs and Details | \$ 15.00 |
| 010-0000-340-12-01 | MR | M/WBE Directory (Minority/Women Business Enterprise) | \$ 25.00 |
| 010-0000-340-12-01 | MR | Noise Ordinance | \$ 5.00 |
| 010-0000-340-12-01 | MR | Parking Ordinance | \$ 5.00 |
| 010-0000-340-12-01 | MR | Pay Plan | \$ 5.00 |
| 010-0000-340-12-01 | MR | Personnel Policies Manual | \$ 10.00 |
| 010-0000-340-12-01 | MR | Purchasing Procedures Manual | \$ 10.00 |
| 010-0000-340-12-01 | MR | Special District Report | \$ 5.00 |
| 010-0000-340-12-01 | MR | Subdivision Ordinance | \$ 10.00 |
| 010-0000-340-12-01 | MR | Zoning Ordinance | \$ 40.00 |
| 010-0000-340-12-01 | MR | Zoning Ordinance Supplements | \$ 10.00 |

PUBLIC WORKS FEES

| Account Number | Code | Service | Fee |
|--------------------|------|--------------------------------------|---|
| Sanitation | | | |
| 032-0000-330-16-00 | | Refuse Fee-Backyard Pickup (Premium) | \$44.305/per month |
| | | Refuse Fee-Curbside Pickup (Basic) | \$15.25/per month |
| | | Multi-Family Containers | \$15.25/per month |
| | | Containers 6 or 8 yards | \$100.00 over cost Rounded to the Nearest Dollar |
| | | Roll Out Carts | \$65.00 |
| | | Each additional curbside container | \$5/ per month |
| | | Yard waste over 4 Cubic Yards | \$25/per collection |
| 032-0000-330-16-00 | | Sanitation Nuisance Abatement Fee | \$150.00 for the first hour and \$125.00 each additional hour |

PUBLIC WORKS FEES Continued

| Account Number | Code | Service | Fee |
|------------------------------|------|-------------------------------------|----------|
| Buildings and Grounds | | | |
| 010-0000-340-07-00 | C3 | Grave/Crypt Openings & Closings | \$450.00 |
| 010-0000-340-07-00 | C3 | Cremation Niche Openings & Closings | \$150.00 |
| 010-0000-340-07-00 | C3 | Wait Time Per Hour | \$ 50.00 |
| 010-0000-340-07-00 | C3 | Tree Removal | \$ 50.00 |
| 010-0000-340-07-00 | C3 | Shrubbery Removal Per Lot | \$ 50.00 |
| 010-0000-340-06-00 | C2 | Crypt/Mausoleum Installation Permit | \$100.00 |
| 010-0000-340-06-00 | C2 | Monument Permit** | \$ 40.00 |
| 010-0000-340-06-00 | C2 | Certification of Cemetery Lots | \$ 10.00 |
| 010-0000-340-06-00 | C2 | Trading or Resale of Cemetery Lots | \$ 25.00 |

**A permit for a government issued Veteran's flush mounted foot marker is required but the permit fee will be waived for the foot marker. (Foot marker only, the fee will apply to government issued headstones.)

PUBLIC WORKS FEES continued

| Account Number | Code | Service | Fee |
|---|------|--|--|
| Buildings and Grounds Cont. | | | |
| | | Sale of Cemetery Spaces | City – Resident Non-Resident |
| 010-0000-340-06-00 | C2 | Single Grave Lot | \$550.00 \$ 750.00 |
| 010-0000-340-06-00 | C2 | Four Grave Lot | \$2,200.00 \$3,000.00 |
| 010-0000-340-06-00 | C2 | Eight Grave Lot | \$4,400.00 \$6,000.00 |
| 010-0000-340-06-00 | C2 | Inside Mausoleum Space | \$5,000.00 \$5,200.00 |
| 010-0000-340-06-00 | C2 | Outside Mausoleum Space | \$2,500.00 \$2,700.00 |
| 010-0000-340-06-00 | C2 | Outside Cremation Niche Space | \$1,750.00 \$1,950.00 |
| 010-0000-340-06-00 | C2 | Hillside West Mausoleum Space | \$2,000.00 \$2,200.00 |
| Prices are for Monday through Friday, 8 AM-5 PM. For grave opening/closing before 8 AM and after 5 PM Monday through Friday, holidays, Saturdays, and Sundays add \$50 per grave. Wait Time will be billed at the rate of \$50 per hour when the funeral director does not comply with the scheduled closing time as indicated on the "Request for Opening/Closing Grave". Grave lots are no longer available in Cherry Hill and Brownhill Cemeteries. | | | |
| Garage | | | |
| 010-0000-340-09-00 | TE | Labor/ECU | \$ 67.50 |
| 010-0000-340-09-00 | TE | Fuel Overhead | \$ 0.25 |
| 010-0000-340-09-00 | TE | Parts Overhead | \$ 0.12 |
| Streets | | | |
| 010-0000-340-03-05 | USC | The application fee for a Right-of-Way Excavation and Restoration Permit | \$250.00 |
| 010-0000-340-03-01 | USC | Utility Cuts | See Tables |
| 010-0000-340-03-02 | USC1 | Other Cuts | See Tables |

ASPHALT CUTS:

| | | |
|---------------|-------------|----------|
| 1-25 Sq Ft | Minimum | \$275.00 |
| 26-50 Sq Ft | (Per Sq Ft) | \$ 10.68 |
| 51-100 Sq Ft | (Per Sq Ft) | \$ 7.22 |
| 101-200 Sq Ft | (Per Sq Ft) | \$ 6.80 |
| 200+ | (Per Sq Ft) | \$ 4.38 |

Note: The above table is based on 2 inch thickness of asphalt. The fees will be increased 30% per 2 inches of additional thickness.

PUBLIC WORKS FEES continued

CURB & GUTTER CUTS:

| | | |
|-------------|--------------|----------|
| 1-10 | (Per Lin Ft) | \$488.00 |
| 11-50 | (Per Lin Ft) | \$ 39.00 |
| 51-100 | (Per Lin Ft) | \$ 38.82 |
| 101-200 | (Per Lin Ft) | \$ 29.79 |
| 200+ | (Per Lin Ft) | \$ 25.28 |

CONCRETE CUTS:

| | | |
|---------|-------------|----------|
| 1-25 | (Per Sq Ft) | \$355.00 |
| 26-50 | (Per Sq Ft) | \$ 12.47 |
| 51-100 | (Per Sq Ft) | \$ 7.15 |
| 101-200 | (Per Sq Ft) | \$ 5.28 |
| 200+ | (Per Sq Ft) | \$ 4.21 |

Note: The above table is based on 4 inch thickness of cement. The fees will be increased 20% per 2 inches of additional thickness.

Note: For repair work outside of the City limits, there is a \$5.00 per mile additional charge.

| Account Number | Code | Service | Fee |
|--------------------|------|---|---------|
| Transit | | | |
| 030-0000-340-15-00 | TF | Bus Fares: | |
| | | Elderly & Handicap | \$0.50 |
| | | Regular | \$1.00 |
| | | Transfers | Free |
| | | (Bus passes/ticket books transfer free of charge) | |
| 030-0000-340-16-00 | TS | Bus Passes: | |
| | | 44 Rides (E & H) | \$20.00 |
| | | 22 Rides (E & H) | \$10.00 |
| | | 44 Rides (Regular) | \$40.00 |
| | | 22 Rides (Regular) | \$20.00 |
| | | Day Pass (Regular) | \$ 2.00 |
| | | Day Pass (E & H) | \$ 1.00 |
| | | Kid's Summer Pass (Ages 6 to 16) | \$15.00 |
| | NA | *Paratransit Per Trip | \$ 2.00 |

*** Note: These riders must be unable to access the GREAT Bus due to disability.**

PUBLIC WORKS FEES continued

| Various DESCRIPTION | Equipment Rentals/Hourly | | See Table CITY |
|----------------------------------|-------------------------------------|-------------|---------------------------|
| | NCDOT | FEMA | |
| Truck, Pickup | 10.18 | 14.00 | 12.22 |
| Sport Utility Vehicle | 4.06 | 14.00 | 9.86 |
| Truck, 10,000 GVW Utility Body | 10.06 | 20.00 | 12.07 |
| Truck, 10,000 GVW w/Crew Cab | 8.60 | 20.00 | 17.01 |
| Truck, 24,000 GVW, SWB, Dump | 14.40 | 25.00 | 25.25 |
| Truck, 50,000 GVW, Tandem | 25.25 | 60.00 | 61.54 |
| Tractor, Wheel 30 to 40 DBHP | 28.75 | 39.00 | 52.88 |
| Tractor, Backhoe & Loader | 18.31 | 23.50 | 43.75 |
| Tractor, Crawler | 44.69 | 65.00 | 53.63 |
| Grader, Motorized 25,000 lb & up | 30.45 | 58.00 | 36.54 |
| Street Sweeper, Dual Vacuum | 69.00 | 59.00 | 125.00 |
| Air Compressor 750 CFM | 9.27 | 20.00 | 11.12 |
| Bucket Truck, 36 Feet | 19.30 | 15.35 | 61.53 |
| Bucket Truck, 47 Feet | 19.30 | 15.35 | 61.53 |
| Bucket Truck, 65 Feet | 35.63 | 15.35 | 72.25 |
| Excavator HYD Backhoe | 40.85 | 65.00 | 80.27 |
| Loader, Wheel | 28.38 | 40.00 | 34.06 |
| Mixer, Concrete | 3.00 | 3.00 | 3.60 |
| Mower, Rotary Flail | 23.00 | 26.40 | 27.60 |
| Mower, Flail Boom | 23.00 | 27.71 | 27.60 |
| Mower, Riding | 13.54 | 13.54 | 16.24 |
| Trailer 15 Ton Low Bed | 9.75 | 10.25 | 11.70 |
| Pump, Water 3" Centrifugal | 4.88 | 4.10 | 5.86 |
| Brush Chipper | 20.38 | 16.00 | 24.46 |
| Sprayer, 3PT Hitch | 19.10 | 4.00 | 22.92 |
| Stump Cutter | 10.75 | 11.82 | 12.90 |
| Welder | 4.88 | 5.00 | 5.86 |
| Spreader Body 5 CY | 6.45 | 5.50 | 11.86 |
| Snow Plow | 32.75 | 38.00 | 39.30 |
| Concrete Saw | 6.00 | 6.00 | 7.20 |
| Fork Lift | 21.63 | 23.00 | 25.96 |
| Soil Compactor Hand Held | 3.00 | 11.00 | 3.60 |
| Chain Saw w/12" to 16" Bar | 1.50 | 1.75 | 1.80 |
| Chain Saw w/17" to 26" Bar | 3.00 | 3.20 | 3.60 |
| Cutoff Saw | 1.50 | 2.87 | 1.80 |
| Brush Cutter, Hand Held | 1.60 | 3.30 | 1.92 |
| Sand Blaster | 15.10 | 22.00 | 18.12 |
| Traffic Line Striper | 29.50 | 37.00 | 35.40 |
| Striper | 10.10 | 3.35 | 12.12 |
| Line Grinder | 8.40 | 9.00 | 10.08 |

PUBLIC WORKS FEES continued

| Account Number | Code | Service | Fee |
|-----------------------|-------------|--|---|
| Engineering | | | |
| 010-0000-330-21-01 | EE | Erosion control plan (Grading Permit) | \$100.00 per acre of land disturbing activity |
| 010-0000-330-21-02 | ES | Street closings (right of way abandonments) | \$600.00 per street plus \$100/ each additional street or portion thereof |
| 010-0000-330-21-03 | ER | Right of way Encroachment Agreements *No fee when the City of Greenville provides funding for either wholesale or partial improvements that require an encroachment agreement through The Neighborhood Grant Program. | \$500.00* |
| 010-0000-340-12-13 | SB | Handicapped Signs | \$ 18.00 |
| 010-0000-340-12-13 | SB | Maximum Penalty Signs | \$ 8.00 |
| 010-0000-340-12-13 | SB | Maximum Penalty Stickers | \$ 3.00 |
| 010-0000-340-12-13 | SB | Van Accessible Signs | \$ 8.00 |

PUBLIC WORKS FEES continued

| Account Number | Code | Service | Fee | |
|---------------------------------|------|--------------------------------------|---------------|---------------|
| Engineering cont. | | | | |
| 010-0000-340-12-13 | SB | Barricade Delineator (Left or Right) | | \$ 13.00 |
| 010-0000-340-12-13 | SB | 2-Way Street Name Signs | For 9" | For 6" |
| | | (Under 36") | 58.00 | \$ 50.00 |
| | | (36" – 48") | 74.00 | \$ 60.00 |
| | | (49" – 60") | 90.00 | \$ 75.00 |
| 010-0000-340-12-13 | SB | 4 Way Street Name Signs | For 9" | For 6" |
| | | (Under 36") | 91.00 | \$ 75.00 |
| | | (36" – 48") | 123.00 | \$ 99.00 |
| | | (49" – 60") | 156.00 | \$118.00 |
| | | (Over 60") | 188.00 | \$132.00 |
| 010-0000-340-12-13 | SB | No Parking-Fire Lane | | \$ 18.00 |
| 010-0000-340-12-13 | SB | Community Watch | | \$ 20.00 |
| 010-0000-340-12-13 | SB | 11' Channel Posts | | \$ 23.00 |
| | | 12' | | \$ 26.00 |
| | | 14' | | \$ 38.00 |
| 010-0000-340-12-13 | SB | 10' Aluminum Pole | | \$ 36.00 |
| 010-0000-340-12-13 | SB | Hardware (1 set) | | \$ 2.00 |
| Color CAD/GIS Maps | | | | |
| 010-0000-330-21-04 | EP | City map (1" = 1000') | | \$ 30.00 |
| 010-0000-330-21-04 | EP | City map (1" = 1500') | | \$ 25.00 |
| 010-0000-330-21-04 | EP | City map (1" = 2000') | | \$ 20.00 |
| 010-0000-330-21-04 | EP | GIS (8 ½" x 11") | | \$ 5.00 |
| 010-0000-330-21-04 | EP | GIS (11" x 17") | | \$ 17.00 |
| 010-0000-330-21-04 | EP | GIS (30" x 42") | | \$ 30.00 |
| 010-0000-330-21-04 | EP | Special Map Requests | | \$ 20.00 |
| Blueprint/Photocopy Maps | | | | |
| 010-0000-330-21-04 | EP | Planimetric (1" = 100') | | \$ 10.00 |
| 010-0000-330-21-04 | EP | Topos, (1" = 100') | | \$ 10.00 |
| 010-0000-330-21-04 | EP | Topos, (1" = 200') | | \$ 15.00 |
| 010-0000-330-21-04 | EP | City Map (1' – 1000') | | \$ 10.00 |
| 010-0000-330-21-04 | EP | City Map (1' – 2000') | | \$ 5.00 |

PUBLIC WORKS FEES continued

| Account Number | Code | Service | Fee |
|------------------------------|------|---|---|
| Publications | | | |
| 010-0000-330-21-04 | EP | Storm Drainage Ordinance | \$ 1.50 |
| 010-0000-330-21-04 | EP | Erosion Control Ordinance | \$ 3.00 |
| 010-0000-330-21-04 | EP | Flood Damage Prevention Ordinance | \$ 3.00 |
| 010-0000-330-21-04 | EP | Driveway Ordinance | \$ 3.00 |
| 010-0000-330-21-04 | EP | Street List | \$ 3.00 |
| 010-0000-330-21-04 | EP | Subdivision List | \$ 3.00 |
| 010-0000-330-21-04 | EP | MSDD | \$25.00 |
| 010-0000-330-21-04 | EP | MSDD (shipping) | \$ 5.00 |
| <u>Printing/Misc.</u> | | | |
| <u>Photocopies</u> | | | |
| 010-0000-330-21-04 | EP | Bond (20" x 24") small | \$ 3.00 |
| 010-0000-330-21-04 | EP | Vellum (20" x 24") small | \$ 4.00 |
| 010-0000-330-21-04 | EP | Film mylar (20" x 24") small | \$ 8.00 |
| 010-0000-330-21-04 | EP | Bond (24" x 36") medium | \$ 4.00 |
| 010-0000-330-21-04 | EP | Vellum (24" x 36") medium | \$ 5.00 |
| 010-0000-330-21-04 | EP | Film mylar (24" x 36") medium | \$10.00 |
| 010-0000-330-21-04 | EP | Bond (30" x 42") large | \$ 5.00 |
| 010-0000-330-21-04 | EP | Vellum (30" x 42") large | \$ 8.00 |
| 010-0000-330-21-04 | EP | Film mylar (30" x 42") large | \$15.00 |
| 010-0000-330-21-04 | EP | Small photo copies (8 ½" x 11", 8 ½" x 14") | \$ 0.25/page over seven pages \$ 2.00 minimum |
| 010-0000-330-21-04 | EP | Photo copies (11" x 17") | \$ 1.00 |
| 010-0000-330-21-04 | EP | Shipping | \$ 3.00 |
| Stormwater | | | |
| 037-0000-331-00-00 | | Stormwater Utility Fees - 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. | \$ 4.35/ per unit/per month |

POLICE FEES

| Account Number | Code | Service | Fee |
|-----------------------|-------------|--|--|
| 010-0000-330-20-05 | PT | Accident Report First Copy Only for Driver/Individual involved Additional Accident Copies and all Incident Copies Mail Order Requests (fee to cover postage, envelope, stationery & storage) | No Charge \$ 5.00 Additional \$ 2.00 |
| 010-0000-330-20-06 | PU | Fingerprinting | \$ 15.00 |
| 010-0000-330-20-07 | PV | Photographs 8 X 10 5 X 7 3 X 5 | \$ 15.00 \$ 10.00 \$ 7.00 |
| 010-0000-330-20-08 | PW | Police Fees/Miscellaneous House Moving Demolition Security Application for Street Blocking | \$ 50.00* \$ 50.00 \$ 25.00 |
| 010-0000-330-20-09 | PX | Parade Permits | \$ 50.00 |
| 010-0000-330-20-09 | PX | Parade Staffing There shall be no fee for parade staffing and off duty officers for the Christmas Parade, ECU Homecoming Parade, C.M. Eppes Alumni Parade, Martin Luther King, Jr., Day March and Piratefest | \$30.00/ per hr. per officer (a minimum of 3 hours per parade) \$25.00 per vehicle per parade |
| 010-0000-330-20-10 | PY | Solicitation Permits | \$ 30.00 |
| 010-0000-330-20-11 | PZ | Outdoor Amplified Sound Permits | \$ 50.00 |
| 010-0000-330-20-12 | TI | Semi - Annual Taxicab Inspection | \$ 20.00 |
| 010-0000-330-20-14 | T2 | Taxi License Renewal Application | \$ 19.00 |
| 010-0000-330-20-15 | T3 | Taxi License Initial Application | \$ 30.00 |
| 010-0000-330-20-08 | PW1 | Administrative Tow Fee | \$ 30.00 |
| 010-0000-330-20-17 | LF | Peddler's License Application Fee | \$ 60.00 |
| 010-0000-330-20-17 | I6 | Itinerant Merchant License | \$374.00 |

POLICE FEES continued

| Account Number | Code | Service | Fee |
|---|-------------|--|---|
| | I6 | Itinerant Merchant License Renewal | \$219.00 |
| 010-0000-330-20-08 | PW | Towing Operator Inspection Fee | \$ 25.00 |
| * | | | |
| <i>This fee will be collected by the Engineering Division.</i> | | | |
| 010-0000-340-12-16 | | Off-Duty Fee | Employee Pay |
| | | Company Charge | \$ 27.00 |
| | | \$30.00 | |
| 010-0000-330-2019 | | Alarm Permit Fee | 15/first yr. 5/subsequent yrs. |
| 010-0000-321-32-16 | RL | PAL Program | \$0 - \$25.00 |
| Code Enforcement | | | |
| | Code | Violation | Fee |
| N/A | | Abandoned vehicles | \$50.00 + cost of towing and storage |
| N/A | | Public Nuisance | \$50.00 + cost of mowing |
| 010-0000-340-1201 | | Administrative Filing Fee for Grass Liens | \$10.00 |

ANIMAL CONTROL FEES

| Account Number | Code | Service | Fee |
|--------------------|------|--|---|
| 010-0000-330-08-00 | AP | Animal Control Civil Penalties: | |
| | | Public Nuisance | \$ 25.00 |
| | | Failure to acquire Rabies Vaccination | \$50 /1 st Offense \$100 2 nd , \$150 3 rd |
| | | Cruelty to Animals | \$50 /1 st Offense \$100 2 nd /\$150 3 rd |
| | | Unkept Kennels or Pens | \$25 /1 st Offense \$50 2 nd / \$75 3 rd |
| | | Lack of restraint by chain or leash (Leash Law Violation) | \$50.00/1 st Offense \$100 2 nd /\$150 3 rd |
| | | All other sections | \$ 15.00 |
| | | Animal Noise | \$100.00 |
| 010-0000-330-08-00 | AP | Exotic Animal Fees: | |
| | | Circus, exhibitions, shows | \$250.00 |
| | | Pet store permit | \$150.00 |
| | | Individual permit | \$ 75.00 |

PARKING FEES

| Account Number | Code | Service | Fee |
|--|-------|---|------------------------------|
| Leased Parking | | | |
| * Refer to Account Number and Revenue Codes listed below | | <u>Monthly Rates:</u> Single space in paved lot Single space in un paved lot Contractor (maximum 4 spaces/month) | According to Lease Agreement |
| Downtown Limited Time Zone Parking | | | |
| 010-0000-340-04-21 | ED | Downtown Parking Permit Tag | \$75.00 |
| 010-0000-340-04-21 | ED | Duplicate Downtown Parking Permit Tag | \$ 5.00 |
| 010-0000-340-04-30 | LP# 1 | Merchant Lot # 1 | |
| 010-0000-340-04-39 | LP#10 | Harris Lot # 10 | |
| 010-0000-340-04-32 | LP# 3 | Moseley Lot # 3 | |
| 010-0000-340-04-33 | LP# 4 | Texaco Lot # 4 | |
| 010-0000-340-04-34 | LP# 5 | Crepe Myrtle Lot # 5 | |
| 010-0000-340-04-35 | LP# 6 | Blount Harvey Lot # 6 | |
| 010-0000-340-04-36 | LP# 7 | Edwards Lot # 7 | |
| 010-0000-340-04-37 | LP# 8 | Holiday Lot # 8 | |
| 010-0000-340-04-38 | LP# 9 | Hooker Lot # 9 | |
| 042-0000-120-00-00 | LCD | Community Development Lot | |

USE OF FIVE POINTS PLAZA PARKING LOT - UPTOWN GREENVILLE

The City of Greenville welcomes persons, organizations or groups to use the Five Points Plaza for various purposes provided that the proposed use enhances the vibrancy of the Uptown District and generates increased patronage of the Uptown businesses and venues. The nature and scheduling of all activities must be approved by the *Five Points Plaza Activities Committee*. A "Special Event Permit Application" must be completed and signed by the applicant. Applications may be submitted online through the City's website by visiting www.greenvillenc.gov/fivepoints.

The application packet contains "*Rules for Use of the Five Points Plaza*", a listing of other information and documents required as a part of the application process, and the fees associated with the use of Five Points Plaza. Applications must be submitted a maximum of 10 months prior to the event and a minimum of 4 months (120 days) prior to the event. Please allow fourteen days from the submission date of the application packet for review and approval processes by the committee. All fees are due at the time application is made and are refundable should the request be denied, less a \$25 non-refundable processing fee.

PARKING FEES – PENALTIES

| Account Number | Code | Service | Fee |
|---|------|---|--------------------------------|
| Parking Penalties | | | |
| 010-0000-360-09-00 | PB | Overtime Parking Downtown: If paid within 10 calendar days | \$ 5.00 |
| 010-0000-360-09-00 | PB | If paid between the 11 th calendar day after issuance and the 30 th day | \$10.00 |
| 010-0000-360-09-00 | PB | If paid after 30 days | \$15.00 |
| Overtime Parking Residential & All Areas Not Otherwise Designated: | | | |
| 010-0000-360-09-00 | PB | If paid within 10 calendar days | \$20.00 |
| 010-0000-360-09-00 | PB | If paid between the 11 th calendar day after issuance and the 30 th day | \$35.00 |
| 010-0000-360-09-00 | PB | If paid after 30 days | \$50.00 |
| Illegal Parking Downtown: | | | |
| 010-0000-360-09-00 | PB | If paid within 10 calendar days | \$15.00 |
| 010-0000-360-09-00 | PB | If paid between the 11 th calendar day after issuance and the 30 th day | \$20.00 |
| 010-0000-360-09-00 | PB | If paid after 30 days | \$25.00 |
| Illegal Parking Residential & All Areas Not Otherwise Designated: | | | |
| 010-0000-360-09-00 | PB | If paid within 10 calendar days | \$20.00 |
| 010-0000-360-09-00 | PB | If paid between the 11 th calendar day after issuance and the 30 th day | \$35.00 |
| 010-0000-360-09-00 | PB | If paid after 30 days | \$50.00 |
| 010-0000-360-05-00 | RX | Residential Parking Permit Decals | \$ 5.00 per decal/ per year |
| 010-0000-360-05-00 | RX | Duplicate Residential Parking Permit Decals | \$ 5.00 |
| Parking in a Fire Lane: | | | |
| 010-0000-360-09-00 | PB | If paid within 10 calendar days | \$50.00 |
| 010-0000-360-09-00 | PB | If paid between the 11 th calendar day after issuance and the 30 th day | \$65.00 |
| 010-0000-360-09-00 | PB | If paid after 30 days | \$80.00 |
| Designated Handicap Spaces: | | | |
| 010-0000-360-09-01 | HP | If paid within 10 calendar days | \$100.00 |
| 010-0000-360-09-01 | HP | If paid between the 11 th calendar day after issuance and the 30 th day | \$150.00 |
| 010-0000-360-09-01 | HP | If paid after 30 days | \$200.00 |
| 010-0000-360-09-01 | HP | If paid after 60days | \$250.00 |
| 010-0000-360-26-00 | UP | Parking on Unimproved Surfaces | \$ 25.00 per occurrence |

PARKING FEES – PENALTIES continued

The following lots are subject to penalties as described in the previous section.

| Account Number | Code | Service | Fee |
|--------------------------------|------|---|---------|
| 010-0000-340-19-08 | PC | Harris Lot #10 | |
| 010-0000-340-19-05 | PD | Blount Harvey Lot #6 | |
| 010-0000-340-19-04 | PE | Moseley Lot #3 | |
| 010-0000-340-19-03 | PF | Hodges Lot #2 | |
| 010-0000-340-19-03 | PF | Hodges Lot #2 | |
| 010-0000-340-19-06 | PG | Edwards Lot #7 | |
| 010-0000-340-19-07 | PH | Hooker Lot #9 | |
| 010-0000-340-19-11 | PJ | Georgetown Lot #13 | |
| 010-0000-340-19-02 | PM | Merchants Lot #1 | |
| 010-0000-340-19-01 | PO | On Street Parking | |
| 010-0000-340-19-09 | PR | Roses Lot #11 | |
| Parking Fees Meters | | | |
| | | Meters | |
| 010-0000-340-04-20 | | City Meters – Single Post 30 minutes | \$ 0.25 |
| 010-0000-340-04-23 | | Multi-Space 2 Hour Limit w/ \$.75 for 1 hour (1 hour minimum) \$ 1.50 for 2 hours (2 hours maximum) | \$ 0.75 |

TAXICAB FARES

Taxi Cabs 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:

- \$2.75 Drop fee
- \$0.25 per 1/6th of mile
- \$0.50 surcharge night time from 11 pm to 6 am per person
- \$0.30 per minute wait time at fares request
- \$1.25 per luggage bag over two
- \$2.00 per person over first two
- \$2.00 per trunk or large suitcase
- \$0.10 per grocery bag over 3

Pedi-Cab Rates and Fees:

- \$1.50 per person per 1/2 mile or fraction thereof
- \$0.30 per minute wait time at fares request
- \$1.25 per luggage bag over two
- \$2.00 per person over first two
- \$2.00 per trunk or large suitcase
- \$0.10 per grocery bag over 3

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

| 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 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 FARES, continued

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 Creek Standard Fare 9.50

Across Town 14.50

Over two persons (per person extra)

Waiting time (per hour) 18.00

Trunks or footlockers (each) 2.00

Baggage (each) 1.50

Grocery bags (each bag over 3) .10

Rates outside zones unless previously specified (per mile) 2.75

Pedi-cab rates: \$1.50 per person per ½ mile or fraction

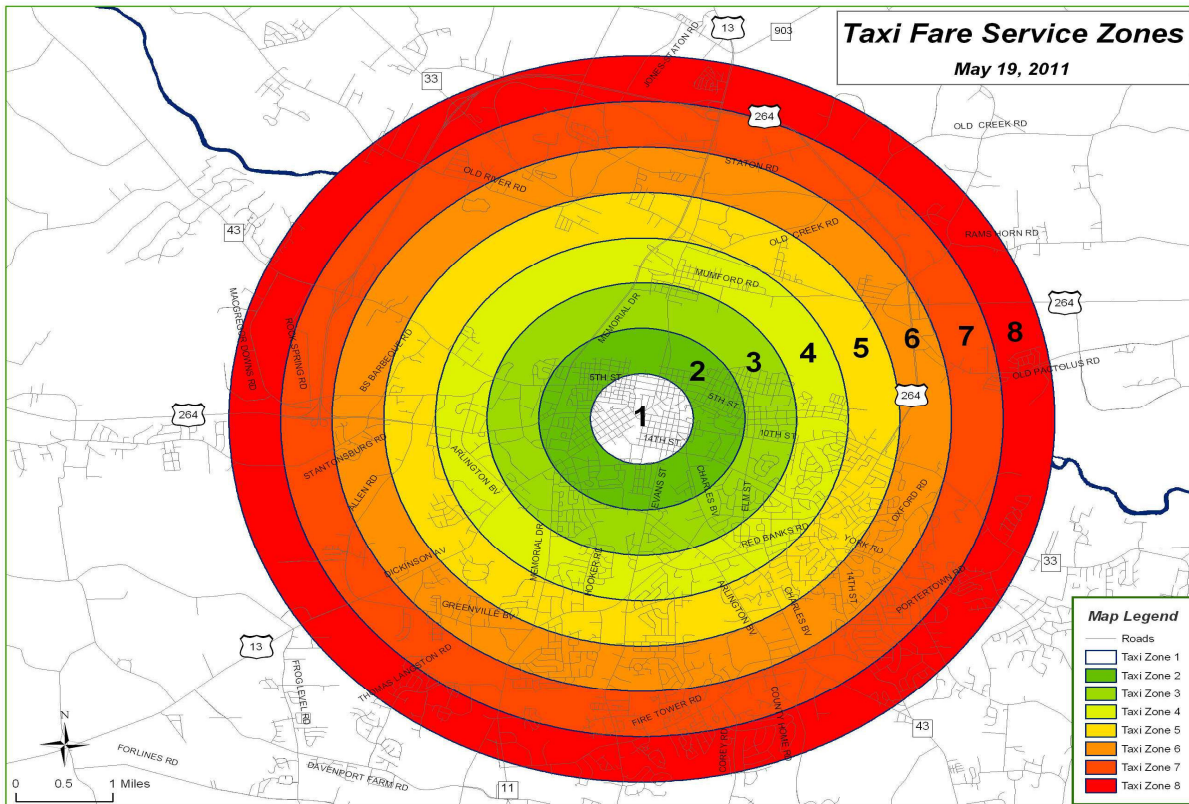
Waiting time (per hour) 18.00

Trunks or footlockers (each) 2.00

Baggage (each) 1.50

Grocery bags (each bag over 3) .10

TAXICAB FARES, continued



FIRE/RESCUE FEES

| Account Number | Code | Service | Fee |
|-----------------------|-------------|---|---|
| 010-0000-330-22-07 | FR | EMS/Call Reports Pursuant to G.S. 90-411 Walk-In Requests Mail Order Requests (fee to cover postage, envelope, stationery & storage) Per G.S. 44-49 Attorney's Exempt From Payment | \$ 10.00 \$ 0.25/page over seven pages \$ 2.00+ .25/page over seven pages |
| 010-0000-330-22-07 | FR | Extraction Tank Permit | \$125.00/tank |
| 010-0000-330-22-07 | FR | Installation Tank Permit | \$150.00/tank |
| 010-0000-330-22-07 | FR | Re-piping Permit | \$ 50.00 |
| 010-0000-330-22-07 | FR | Tank Abandonment | \$ 50.00/tank |
| 010-0000-330-22-07 | FR | Follow-up Tank Inspection | \$ 50.00 |
| 010-0000-330-22-09 | FM | Burn Permit: Open Burning Except that there shall be no fee for flag retirement ceremony when conducted by a nonprofit veterans organization | \$ 50.00 |
| 010-0000-330-22-07 | FR | Permits: Fair/Carnival, Tents, Explosives, Pyrotechnics Fumigate/Fogging , Exhibits, Trade Shows | \$ 50.00 |
| 010-0000-330-22-07 | FR | Permits: Mall Displays, Private Fire Hydrant | \$ 50.00 |
| 010-0000-340-01-00 | RI | EMS Basic Transport Fee: BLS BLS – Emergency ALS ALS – Emergency ALS 2 Oxygen Delivery No transport/treatment fee No transport/treatment fee (ALS) Head Immobilization Ground Mileage, Per Statute Mile | \$ 0.00 \$375.00 \$ 0.00 \$475.00 \$600.00 \$ 30.00 \$100.00 \$200.00 \$ 30.00 \$ 9.00 |
| 010-0000-340-25-00 | EM | EMS Dedicated Standby Unit & Crew Crew Only | \$100.00/hr. \$ 35.00/hr. |
| 010-0000-330-22-10 | FE | ETJ Business Inspections: Minimum Hourly Except for those under fire protection contracts (initial inspection) | \$ 60.00 \$ 30.00 |
| 010-0000-330-22-11 | FL | State Required Inspection for Licenses: City ETJ | \$ 50.00 \$ 80.00 |

FIRE/RESCUE FEES continued

| Account Number | Code | Service | Fee |
|--------------------|------|--|--------------------------|
| 010-0000-330-22-09 | FB | Special Requested Business Inspections: | |
| | | City | \$ 50.00 |
| | | ETJ | \$ 80.00 |
| 010-0000-330-22-11 | FL | Special Requested Business Inspections w/plan reviews | |
| | | City | \$ 60.00 /per building |
| | | ETJ | \$ 90.00 /per building |
| 010-0000-330-22-11 | FL | Sprinkler Review and Field Test | |
| | | City | \$100.00/per building |
| | | ETJ | \$130.00/per building |
| 010-0000-330-22-11 | FL | Sprinkler Review and Field Test Follow Up (Reinspection) | |
| | | City | \$ 50.00 |
| | | ETJ | \$ 65.00 |
| 010-0000-330-22-09 | FM | Hazardous Materials Spills | \$ 30.00 per man-hour |
| 010-0000-330-22-09 | FM | Fire Inspection Follow Up (Reinspections) | \$ 50.00 |
| 010-0000-330-22-07 | | Extrication/Disentanglement Fee | \$250.00 |

Fire Protection Service: 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.

PLANNING FEES

| Account Number | Code | Service | Fee |
|--------------------|------|---|---|
| 010-0000-330-18-01 | AA | Preliminary Plat | \$550 base fee plus \$50 per acre or additional major fraction thereof Min \$600 |
| 010-0000-330-18-02 | BB | Final Plats (including minor subdivisions) | \$440 base fee plus \$50 per acre or additional major fraction thereof Min \$490 |
| 010-0000-330-18-03 | AB | Rezoning | \$550 base fee plus \$50 per acre or additional major fraction thereof Min \$600 |
| 010-0000-330-18-04 | AE | Board of Adjustment Cases | \$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 |
| 010-0000-330-18-04 | AE | Board of Adjustment Renewal Cases – Special Use Permit Renewals for public or private clubs and billiard parlors or pool halls in any zoning district | \$275 |
| 010-0000-330-18-05 | AF | Site Plans | \$495 base fee plus \$50 per acre or additional major fraction thereof Min \$545 |
| 010-0000-330-18-09 | JJ | Landscape Plans | 1st Inspection: \$110 base fee plus \$25 per acre or additional major fraction thereof (\$150 minimum) not to exceed \$500; Each Additional Inspection, \$75 flat fee |

NOTE: Planning fees are based on the minimum charge.

PLANNING FEES continued

| Account Number | Code | Service | Fee |
|--------------------|------|--|---|
| 010-0000-330-18-06 | FF | Preliminary Plat Minor Alterations | \$ 330.00 Flat fee |
| 010-0000-330-18-07 | GG | Final Plat Minor Alterations | \$330.00 plus 30/sheet |
| 010-0000-330-18-08 | HH | Site Plan Minor Alterations | \$330.00 Flat fee |
| 010-0000-330-18-09 | II | Landscape Plan Minor Alterations | \$165.00 Flat fee |
| | JJ | | |
| 010-0000-330-18-10 | | Landscape Plan Inspection | \$210.00 |
| 010-0000-330-18-11 | KK | Street Name Change | \$440.00 base fee +\$10/ certified notice |
| 010-0000-330-18-14 | AM | Amendments (Zoning/Subdivision Text, Comprehensive Plan) | 495.00 flat fee |
| 010-0000-330-18-13 | AX | Annexation; Petition (voluntary) | \$440.00 flat fee |
| 010-0000-330-18-15 | SU | Planning & Zoning Commission Special Use Permit (Planned Unit Development-PUD; Land Use Intensity-LUI) | \$880.00 flat fee |
| 010-0000-330-18-16 | | Zoning Certificate Letter | \$25 Flat Fee |
| 010-0000-330-18-17 | | COA Major Works General Public | \$50 Flat Fee |
| 010-0000-330-18-18 | | COA Minor Works In-House | \$20 |
| 010-0000-330-04-50 | | Rental Income | \$5 Flat Fee |

Maps from the Planning Department:

010-0000-330-18-12 LL

8 1/2" x 11" (color)

11" x 17" (color)

17" x 24" (color)

24" x 36" (color)

34" x 48" (color)

Readily Available Maps: (All maps include property lines unless otherwise indicated.)

Hydric Soils:

1. \$ 25.00; 2. \$30.00

PLANNING FEES continued

| Account Number | Code | Service | Fee |
|--|------|---------------------------------------|----------|
| Black and White Laser Printer: | | | |
| | | City Limits, ETJ, and Industrial Area | |
| | | \$ 5.00 | |
| | | \$ 17.00 | |
| | | \$ 22.00 | |
| | | \$ 27.00 | |
| | | \$ 30.00 | |
| Historic District: | | | |
| | | \$ 7.50 | |
| | | \$ 10.00 | |
| | | \$ 12.50 | |
| | | \$ 15.00 | |
| | | \$ 17.50 | |
| Special Area Plans: | | | |
| | | \$ 15.00 | |
| | | \$ 20.00 | |
| | | \$ 25.00 | |
| | | \$ 30.00 | |
| Special Request: (May require multiple data layers) | | | |
| | | (Black and White) | \$ 10.00 |
| | | (Color) | \$ 20.00 |
| | | (Color) | \$ 25.00 |
| | | (Color) | \$ 30.00 |
| | | (Color) | \$ 35.00 |

If the time exceeds 30 minutes in designing a special request map, then a programming fee of \$25 per hour will be applied and \$25 for each subsequent hour. Any maps produced for display, public hearing, and City Council meetings will follow the same prices as the Special Area Plans.

PLANNING/INSPECTIONS FEES

| Account Number | Code | Service | Fee |
|----------------|------|---------|-----|
|----------------|------|---------|-----|

Square Footage Costs of Construction

| Type Construction | Rate: \$/Sq. Ft. |
|--|------------------|
| Commercial | \$ 65.00 |
| General: | |
| Multi-family (apartments., townhouses, condos) | \$ 55.00 |
| Shell (exterior walls, roof, floor slab or some combination thereof) | \$ 30.00 |
| Residential | |
| Single-family and/or duplex | \$ 50.00 |
| Additions (commercial or residential) | \$ 45.00 |
| Storage buildings | \$ 20.00 |

Example: (Actual square footage) x (square footage cost) = Computed construction cost;
 1970 square feet x \$50.00 per square foot = \$98,500

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.

| (Computed costs of construction) | | | |
|----------------------------------|----|-------------------------|--|
| 010-0000-330-10-01 | IB | 100.00 to 5,000.00 | \$ 35.00 |
| 010-0000-330-10-01 | IB | 5,001.00 to 15,000.00 | \$ 50.00 |
| 010-0000-330-10-01 | IB | 15,001.00 to 30,000.00 | \$ 75.00 |
| 010-0000-330-10-01 | IB | 30,001.00 to 50,000.00 | \$110.00 |
| 010-0000-330-10-01 | IB | 50,001.00 to 75,000.00 | \$150.00 |
| 010-0000-330-10-01 | IB | 75,001.00 to 100,000.00 | \$200.00 |
| 010-0000-330-10-01 | IB | 100,001.00 & over | \$200.00 + \$3.00/\$1,000 over \$100,000 |

Example: Computed cost = \$98,500; Permit Fee = \$250

PLANNING/INSPECTIONS FEES continued

| Account Number | Code | Service | Fee |
|--|------|--|---|
| 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) | | | |
| 010-0000-330-10-01 | IB | \$ 100.00 to 5,000.00 | \$ 35.00 |
| 010-0000-330-10-01 | | 5,001.00 to 15,000.00 | \$ 65.00 |
| 010-0000-330-10-01 | | 15,001.00 to 30,000.00 | \$100.00 |
| 010-0000-330-10-01 | | 30,001.00 to 50,000.00 | \$135.00 |
| 010-0000-330-10-01 | | 50,001.00 to 75,000.00 | \$170.00 |
| 010-0000-330-10-01 | | 75,001.00 to 100,000.00 | \$245.00 |
| 010-0000-330-10-01 | | 100,001.00 & over | \$245.00 + \$3.00/1,000 Over \$100,000 |
| Other Permit Fees | | | |
| 010-0000-330-10-02 | IP | Sewer, septic tank, gas and water | \$ 25.00 |
| 010-0000-330-10-01 | IB | Insulation (insulation work only) | \$ 35.00 |
| 010-0000-330-10-01 | IB | Demolition | \$100.00 |
| 010-0000-330-10-04 | ID | Driveway (single-family and duplex) | \$ 30.00 |
| 010-0000-330-10-04 | ID | Driveway (multi-family and commercial) | \$ 45.00 |
| 010-0000-330-10-02 | IP | Plumbing (per fixture) | For 1 st , plus \$20.00 each additional \$6.00 each w/minimum of \$50.00 |
| 010-0000-330-10-02 | IP | Lawn Irrigation w/new construction (considered a per fixture) | \$ 6.00 |
| 010-0000-330-10-03 | IM | Lawn Irrigation existing property | \$ 25.00 |
| 010-0000-330-10-03 | IM | Mechanical (per unit) under 5 tons | \$ 50.00 |
| 010-0000-330-10-03 | IM | Mechanical (per unit) over 5 tons | \$ 50.00 |
| 010-0000-330-10-01 | IB | Mobile Home | \$ 50.00 |
| 010-0000-330-10-01 | IB | House moving | \$125.00 |
| 010-0000-330-10-01 | IB | Tent | \$ 40.00 |
| 010-0000-330-10-02 | IP | Sprinkler Systems (1&2 Family structures) | \$150.00 |
| 010-0000-330-10-03 | IM | Refrigeration, Installation & Repair | \$ 50.00/unit |
| 010-0000-330-10-03 | IM | Off Six Months Minimum Housing | \$ 35.00 |
| 010-0000-330-10-03 | IM | Off Six Months Gas | \$ 25.00 |

PLANNING/INSPECTIONS FEES continued

| Account Number | Code | Service | Fee |
|---|------|--|--|
| Electrical Permits | | | |
| 010-0000-330-11-00 | IE | Commercial: General: Hospitals, hotel/motel, business occupancies, industrial, and manufacturing (Service Equipment Included) | \$.08/sq.ft. for 1 st 6,000 sq.ft. plus .04/sq.ft. over 6,000 sq.ft. each floor |
| 010-0000-330-11-00 | IE | Commercial storage and warehouse, farm buildings (Up to 75 outlets) (Service Equipment Included) | 65.00 Flat Fee |
| 010-0000-330-11-00 | IE | Residential: General: Single-family, duplex, multi-family (apts., townhomes, and condominiums) (Service Equipment Included) | \$.06/sq. ft. each floor |
| Example: (Actual square footage) x (square footage cost) = Permit fee; 1970 square feet x \$.06 square feet = \$118.20 Actual Permit Cost | | | |
| 010-0000-330-11-00 | IE | Mobile homes/office trailer services | \$ 50.00 |
| 010-0000-330-11-00 | IE | Change of electrical service | \$ 50.00 |
| 010-0000-330-11-00 | IE | Temporary construction service | \$ 50.00 |
| 010-0000-330-11-00 | IE | Signs (electrical) | \$ 50.00 |
| 010-0000-330-11-00 | IE | Pole service | \$ 50.00 |
| 010-0000-330-11-00 | IE | Swimming pool | \$ 50.00 |
| 010-0000-330-11-00 | IE | Mobile Home Park Pedestal Minimum: Up to 20 outlets (storage buildings, additions, additional circuits, dryers, HVAC, etc.) | \$ 50.00 \$ 50.00 |

NOTE: Over 20 outlets use appropriate square footage rate.

NOTE: Service Fees below apply to all Inspection Division Fee areas:

| | | | |
|--------------------|----|----------------------------|--|
| 010-0000-330-10-05 | IR | Re-inspection | \$ 50.00 for 1 st time, \$100 each time after |
| 010-0000-330-10-01 | IB | After Hours Inspection Fee | \$100.00 per hr. w/ 2hr. min. |
| 010-0000-330-10-10 | MR | Temporary Utility Permit | \$ 50.00 |
| 010-0000-330-24-00 | MR | Penalty Fee (Minimum) | \$100.00 |

NOTE: Will be assessed on anyone who actually begins construction without securing all proper permits pursuant to the North Carolina State Building Code.

RECREATION AND PARKS FEES

NOTE: As a result of the diversity of programs, programs may be added or dropped at any time and, therefore, the fees are subject to change as approved by the Recreations and Parks Commission. Additionally, the Recreation and 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. NR means Non-City Resident, NCR means Non-County Resident and NM means Non-Members. Non Resident Fees equal 150% of Resident Fees unless otherwise indicated. All Recreation and Parks programs listed are examples and may not be inclusive of all offerings at all times. Similar programs may be offered or substituted at staff discretion.

| Revenue Account | Code | Service | Fee |
|------------------------|-------------|---|---|
| 010-0000-340-02-02 | RP | Pedal Boat Rental / Group Rental Science & Nature Center | \$4 /30 min \$32/hour \$10/\$3 NR Under 12 / \$2/\$3 NR 12& Over |
| | | Annual Fishing Permit | \$12 R / \$20 NR |
| | | Boat Launch Fees | \$ 2 R / \$4 NR |
| | | Camping Fee | \$4 R/ \$8 NR \$10 per campsite |
| | | Jon Boat Rental | \$7.00 / 5 Hours |
| | | Fishing Permits | \$1.50/ \$3 NR |
| | | Large Shelter Reservation | Half day \$30 R; \$45 NR Full day \$60 R; \$90 NR |
| | | Small Shelter Reservation | Half day \$20 R; \$30 NR Full day \$40 R; \$60 NR |
| | | Cleanup Fee | \$50 |
| 010-0000-340-02-01 | RR | Adult Recreation and Fitness Karate/Self Defense Weightlifting Ladies Exercise Adult Dance | \$0 - \$200/\$0 -\$300 NR |
| 010-0000-340-02-12 | | Riverbirch Adult Tennis Lessons Youth Tennis Lessons | \$0 - \$200/\$0 -\$300 NR \$0 - \$50/\$0-\$75 NR |
| 010-0000-340-02-01 | RR | Sports Connection Entrance Fee/Individual Gym Fee Tokens for batting Cage (1-12 rounds) Pitching/Hitting Lessons Packages Concessions Birthday Parties | \$1 - \$150 R \$1 -\$225 NR \$100 - \$300 R \$150 - \$450 NR |

RECREATION AND PARKS FEES continued

| Revenue Account | Code | Service | Fee |
|------------------------|-------------|--|--|
| 010-0000-340-02-01 | RR | Sports Connection Basketball Clinics Soccer Clinics Teen Programs | \$1-\$150 R; \$1-\$225 NR \$1-\$150 R; \$1-225 NR \$1-\$150 R; \$1-225 NR |
| 010-0000-340-02-10 | R4 | Arts Classes Youth Arts & Crafts Ceramics Classes Potters Club Drawing & Painting Decorative Arts Fiber Arts Dance | \$20 - \$250 Residents/ \$30-\$375 Non-Residents |
| 010-0000-340-02-11 | R5 | Public Outdoor Pool (Community Pool) Admission Swimming Lessons Instructor Training Life Guarding | \$1.50 - \$2.50 Daily Resident \$10 - \$50 Season Pass Resident \$2.25 - \$3.25 Daily Non-Resident \$15 - \$55 Season Pass Non-Resident New Rates Effective June 1, 2013 \$20 - \$100 R /\$30- \$150 NR \$100- \$300 |
| 010-0000-340-20-00 | R7 | Youth Sports Greenville Jr. Champ Youth Basketball Running/track and field programs Youth Indoor Soccer Future Stars Soccer Youth Flag Football Small Fry/Big Fry Baseball Mini Fry Baseball | \$0 - \$90 R \$0 - \$130 NR |

RECREATION AND PARKS FEES continued

| Account Number | Code | Service | Fee |
|-----------------------|-------------|--|--|
| 010-0000-340-20-00 | R7 | Adult Sports | \$75-\$550 Team Fee Individual Participation Fee \$10-\$50 R -\$15-75 NR |
| | | Adult Basketball Leagues Adult Whiffle Ball Leagues Adult Softball Leagues Adult Summer Basketball Indoor Soccer Kickball Leagues Running Programs Flag Football Leagues Adult Tennis Programs | |
| 010-0000-340-20-00 | R7 | Men's Exercise/Adult Basketball Program | \$0 - \$200/\$0 -\$300 NR |
| 010-0000-340-02-01 | R4 | Special Events Kid's Dog Show Fourth of July KidsFest Sunday in The Park MLK Day Celebration Black History Month Celebration | \$0 - \$15 |
| 010-0000-340-23-01 | | PirateFest Town Common Vendor Fees | \$0 - \$300 |
| 010-0000-340-21-00 | R8 | Summer Camps Camp Escape Extended Care Tot Lot Outdoor Living Skills / Nature Sports Camps Day Camps Creative writing Sports Mini Camp CIT/Jr Leadership | \$0 -\$150/per week Residents \$0 – 225/per week Non-Resident |
| 010-0000-340-02-16 | RI | Senior Recreational Programs Bridge Classes Senior Olympics Senior Clubs Gone Fishing | \$0-\$35/Resident \$0 - \$53/Non-Resident |

RECREATION AND PARKS FEES continued

| Account Number | Code | Service | Fee |
|--------------------|------|--|--|
| 010-0000-340-04-01 | RT | Amphitheater Call 329-4567 | Class I - \$600/day Class I - \$900/day NR Class II- \$300/day Class II- \$450/day NR Class III-\$100/day Class III-\$150/day NR \$20 Hour Staff Fee |
| 010-0000-340-04-01 | RT | Barnes-Ebron-Taft Building at Greenfield Terrace | Class I - \$65/hr Class I - \$98/hr NR Class II- \$35/hr Class II- \$53/hr NR Class III-\$25/hr Class III-\$38/hr NR |
| 010-0000-3401-0401 | RT | Meeting Rooms Multipurpose Rooms / Jaycee Auditorium Elm Street Center | Class I - \$60/hr Class I - \$90/hr NR Class II- \$30/hr Class II- \$45/hr NR Class III-\$15/hr Class III-\$23/hr NR |
| 036-0000-340-34-02 | B2 | Bradford Creek Clubhouse Call 329-GOLF | \$100 - \$200 per hour; \$100 Deposit |
| 010-0000-340-04-01 | RT | Community Pool Call 329-4041 | Class I - \$40/hr Class I - \$60/hr NR Class II- \$20/hr Class II- \$30/hr NR Class III-\$12/hr Class III-\$18/hr NR Per 10 Attendees |
| | | Elm Street Lawn Games Area Call 329-4550 | \$50 per hour; Staff may be required |

RECREATION AND PARKS FEES continued

| Account Number | Code | Service | Fee |
|--------------------|------|--|---|
| | | Greenville Aquatics & Fitness Center (Gym, Gym & Pool, Pool, Entire Facility) Call 329-4041 for details | Varies |
| 010-0000-340-04-01 | RT | Guy Smith +Stadium Call 329-4550 | Class I - \$300/day Class I - \$450/day NR Class II - \$200/day Class II - \$300/day NR Class III - \$100/day Class III - \$150/day NR All Classes – \$30hr light fee; \$30/marketing fee |
| 010-0000-340-04-01 | RT | Sarah Vaughn Field of Dreams | Class I - \$60/hr Class I - \$90/hr NR Class II- \$30/hr Class II- \$45/hr NR Class III-\$15/hr Class III-\$23/hr NR |
| 010-0000-340-04-01 | RT | Softball / Baseball / Cricket Field Rentals Call 329-4550 Soccer / LaCrosse / Football Multipurpose Fields | Class I - \$30/hr Class I - \$45/hr NR Class II- \$20/hr Class II- \$30/hr NR Class III-\$10/hr Class III-\$15/hr NR All Classes – \$30/hr light fee Class I - \$30/hr Class I - \$45/hr NR Class II- \$20/hr Class II- \$30/hr NR Class III-\$10/hr Class III-\$15/hr NR All Classes – \$35/hr light fee; \$100/marketing fee |

RECREATION AND PARKS FEES continued

| Account Number | Code | Service | Fee |
|--------------------|------|---|--|
| 010-0000-340-04-01 | RT | GYMNASIUMS Drew Steele Eppes H. Boyd Lee South Greenville | Class I \$100 /hr R Class I \$150/hr NR Class II \$ 50/hr R Class II \$ 75/hr NR Class III \$ 25/hr R Class III \$ 38/hr NR |
| 010-0000-340-04-01 | RT | Skate Park/Roller Hockey Rink at JC Park | Class I \$100 /hr R Class I \$150/hr NR Class II \$ 50/hr R Class II \$ 75/hr NR Class III \$ 25/hr R Class III \$ 38/hr N |
| 010-0000-340-04-01 | RT | Tennis Courts Call 329-4559 | Class I - \$10/hr Class I - \$15/hr NR Class II- \$5/hr Class II- \$3/hr NR Class III-\$2/hr Class III-\$4/hr NR |
| 010-0000-340-04-01 | | Family Rental for Athletic Tournaments | For tournament rates, call Athletic Office, 329-4550 |
| 010-0000-340-02-02 | | Science & Nature Center Facility Deck & Surrounding Theater Entire Facility (6) Tables, (50) Chairs | \$25/hr R \$37.00/hr NR \$75.00/h R \$112.00/hr NR \$375/8hrs R \$563/8hr NR \$290/3 hrs R \$435/3hrs NR \$50/ per event |

CLASS DEFINITIONS

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.

RECREATION AND PARKS FEES continued

| Account Number | Code | Service | Fee |
|--------------------|------|---|--|
| 010-0000-340-04-01 | RT | River Park North Large Picnic Shelter, Thomas Foreman Park Large Picnic Shelter Call 329-4562 | Half Day Rentals: \$30 for residents; \$45 for non- residents Full Day Rentals: \$60 for residents; \$90 for non-residents ½ day is 4 hours maximum 250 maximum capacity; groups of 75 or more pay \$50 cleanup fee |
| 010-0000-340-04-01 | RT | Matthew Lewis, Boyd Lee Park Shelters | Half Day Rentals: \$30 for residents; \$45 for non- residents Full Day Rentals: \$60 for residents; \$90 for non- residents ½ day is 4 hours maximum 250 maximum capacity; groups of 75 or more pay \$50 cleanup fee |
| 010-0000-340-04-01 | RT | All other Shelters Call 329-4567 | Half Day Rentals: \$20 for residents; \$30 for non-residents Full Day Rentals: \$40 for residents; \$60 for non-residents ½ day is 4 hours maximum 250 maximum capacity; groups of 75 or more pay \$50 cleanup fee |
| Extras: | | | |
| 010-0000-340-04-01 | RT | Press box; Scoreboard/Panel Box Call 329-4550 Staging Call 329-4539 | \$50 (up to 4 hours); 10 per hour staff fee \$35 for 4x8 section |
| | | Bingo Game Call 329-4542 | \$25 per day |
| | | Bunny Suit Call 329-4542 | \$25 per day |
| 010-0000-330-19-01 | RB | 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 | \$50.00 |

Greenville Aquatics and Fitness Center Membership Fees

| Revenue Account | Code | Service | Fee |
|--------------------|------|---|--|
| 010-0000-340-02-06 | Q4 | Family Membership (City Employee) | 13.00/Mthly |
| 010-0000-340-02-07 | Q5 | Family Membership (GUC Employee) | 13.00/Mthly |
| 010-0000-340-02-09 | Q7 | GAFC Recreational Programming Strength and Conditioning Resistance Training Senior Strength Karate at GAFC Tai Chi at GAFC Womens Self Defense Workshop Bench Press Competition Chair Aerobics Water Aerobics Swim Lessons Dolphin Swim Club Master Swim Pool Parties Concession Sales | \$0-\$150/ Members \$0-\$200/Non-Members \$0-\$400/Non-Member/Resident (Effective 09/01/12) |
| 010-0000-340-02-03 | Q1 | Memberships | |

| Membership Type For Residents | Yearly Fees | Quarterly Fees | Monthly Draft Fee |
|--|-------------|----------------|-------------------|
| Family, Individual, Student, Senior, Corporate | \$190-\$550 | \$50-\$250 | \$16-\$200 |
| Membership Type For Non-Residents | Yearly Fees | Quarterly Fees | Monthly Draft Fee |
| Family, Individual, Student, Senior, Corporate | \$225-\$700 | \$75 - \$500 | \$20 - \$300 |

Non-Resident Rates Effective September 1, 2012

Quarterly Memberships – application fee included in first three months; Bank Draft Memberships pay 3 months in advance plus application fee.

Bradford Creek Golf Course

| Revenue Account | Code | Service | Fee |
|------------------------|-------------|--|---------------|
| 010-0000-340-30-00 | GF | Golf Green and Ball Fees All Range Ball and Range Fees Various Play Offerings | \$5 to \$45 |
| | B1 | Golf Classes and Tournaments | \$10 to \$150 |
| 010-0000-340-3100 | | Golf Clinics | |
| 010-0000-340-3200 | | Summer Youth Golf Camp | |
| 010-0000-340-3300 | | Spring Youth Camp | |
| 010-0000-340-3400 | | Junior Golf Team | |
| 010-0000-340-3500 | | Coastal Plains Tournament | |



City of Greenville, North Carolina

Meeting Date: 6/8/2015
Time: 6:00 PM

Title of Item: Presentations by Boards and Commissions

- a. Police Community Relations Committee
- b. Neighborhood Advisory Board

Explanation: The Police Community Relations Committee and the Neighborhood Advisory Board are scheduled to make their annual presentations to City Council at the June 8, 2015, meeting.

Fiscal Note: N/A

Recommendation: Hear the presentations from the Police Community Relations Committee and the Neighborhood Advisory Board.

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download



City of Greenville, North Carolina

Meeting Date: 6/8/2015
Time: 6:00 PM

Title of Item: Amendment to agreement with Pitt County and Pitt-Greenville Airport Authority relating to construction of an airplane hangar

Explanation: **Abstract:** Pitt County, the City of Greenville, and the Pitt-Greenville Airport Authority entered into an agreement dated August 20, 2014, for the purpose of appropriating funding to construct an airplane hangar at the Pitt-Greenville Airport (PGV). The Airport Authority had planned to construct a hangar at a cost of approximately \$2,000,000 for lease to a third party who would relocate an aircraft with a property value of approximately \$37,000,000 to PGV. However, the third party decided to not base the aircraft at PGV. The Airport Authority requests that the agreement be amended so that two or three hangars instead of one hangar be built to lease to multiple aircraft owners.

Explanation: The County, City, and Airport entered into an agreement dated August 20, 2014, for the purpose of appropriating funding to construct an airplane hangar at the Airport. The Airport Authority had planned to construct a hangar at a cost of approximately \$2,000,000 for lease to a third party who would relocate an aircraft with a property value of approximately \$37,000,000 to PGV. The agreement stipulated that the City and County would remit 80% of the ad valorem property taxes received on the aircraft until the Airport's capital reserves were replenished or until the end of the six-year agreement. Under the agreement, the Airport Authority would build the hangar by February 28, 2015.

After the City, County, and the Airport entered into the agreement, the third party decided not to base the aircraft at PGV. However, the Airport has been approached by other third parties who are interested in entering long-term leases with the Airport to base multiple multi-million dollar airplanes at the Airport, with the total value of the airplanes estimated to approach or exceed the \$37,000,000 estimate for the one aircraft in the original agreement.

The Airport intends to utilize its own capital reserves to construct two or three airplane hangars that could accommodate multiple airplanes. The Airport will invest approximately \$2,000,000 in building and equipping the hangars. The

Airport proposes that the original agreement be amended to reflect this new approach. The amended agreement stipulates that the Airport will complete construction of the hangars by December 31, 2015.

The hangars will be an asset at the Airport. Airport property is owned jointly by the City and County.

Attached are:

- (1) Memo from Pitt-Greenville Airport Executive Director Jerry Vickers requesting the Amendment on behalf of the Airport Authority;
- (2) Amendment to Agreement; and
- (3) Agreement dated August 20, 2014.

Fiscal Note:

The amended agreement results in the City and County paying 80% of the new ad valorem property taxes it receives from aircraft at the hangars for a maximum of 6 years. This would be reduced by one-half of the amount of any gross lease revenues received from the hangar. The City and County would retain 20% of the new ad valorem property taxes paid during this 6-year period and 100% thereafter.

Recommendation:

It is recommended that the amendment to the agreement with Pitt County and the Airport Authority for the construction of airplane hangars be approved.

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [Memo From Airport](#)

 [Amendment to Agreement](#)

 [2014 Airport Agreement](#)

Johns Banks, Chairman
Buddy Zincone, Secretary/Treasurer
Eric S. Clark
Dr. James Morris



James M. O'Bryant, Vice-Chairman
Julie Carlson
Charles Farley
Mayor Allen Thomas

PITT COUNTY – CITY OF GREENVILLE AIRPORT AUTHORITY

MEMORANDUM

April 30, 2015

To: Janis Gallagher, Pitt County Attorney
David Holec, City of Greenville Attorney

From: Jerry Vickers, Pitt-Greenville Airport, Executive Director

Re: Amendment of Agreement to Construct Aircraft Storage Hangars at PGV

Janis and Dave,

The Airport Authority requests that the original agreement between the City, County, and Airport Authority related to construction of aircraft storage hangars be amended to reflect the following provisions:

1. PGV will build two or three hangars (depending on bid prices) instead of one large hangar.
2. It is anticipated that the hangars will be leased to multiple aircraft owners.
3. It is estimated that the value of the multiple aircraft will approximate or exceed the value of the one aircraft identified in the original agreement (\$39,000,000).
4. The hangars will be built by December 31, 2015.

All other provisions of the original agreement will remain in effect.

A handwritten signature in black ink, appearing to read "Jerry M. Vickers".

Jerry M. Vickers

Encl: Information for Inclusion in Agenda Items

Cc: John Banks, Chairman, Pitt-Greenville Airport Authority
Dave Silver, Attorney, Pitt-Greenville Airport Authority

NORTH CAROLINA

COUNTY OF PITT

AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT (hereinafter referred to as the "Amendment"), made and entered into this the ____ day of _____, 2015, by and between Pitt County (hereinafter referred to as "County"), a political subdivision of the State of North Carolina, having an office and mailing address of 1717 West Fifth Street, Greenville, NC 27834, the City of Greenville (hereinafter referred to as "City"), a municipal corporation organized and existing pursuant to the laws of the State of North Carolina, and Pitt County-City of Greenville Airport Authority (hereinafter referred to as "Airport"), a municipal corporation and body corporate and body politic created under the authority of Chapter 571 of the North Carolina Session Laws of 1967 and joint resolution of the Greenville City Council and the Pitt County Board of Commissioners.

WITNESSETH:

WHEREAS, County, City and Airport entered into an Agreement dated August 20, 2014, for the purpose of appropriating funding to construct an airport hangar in Greenville, Pitt County, North Carolina, herein called "Original Agreement", which is attached hereto as Exhibit A and incorporated into this Amendment as if fully set forth herein; and

WHEREAS, Airport did not complete construction of the improvement by February 28, 2015; and

WHEREAS, Airport does not expect that the Third Party identified in the Agreement dated August 20, 2014 will be willing to enter in to a long-term lease for a hangar at Airport.

WHEREAS, Airport has been approached by other third parties who are interested in entering in to long term leases with Airport to base multiple multi-million dollar airplanes at Airport, with the total value of said airplanes estimated to approach or exceed the \$37,000,000.00 estimate of the one airplane identified in the Agreement dated August 20, 2014.

WHEREAS, Airport does not currently have hangar availability to accommodate said airplanes.

WHEREAS, Airport intends to utilize its own capital reserves to construct two or three airplane hangars in Greenville, Pitt County, North Carolina, that could accommodate multiple airplanes and Airport anticipates that it will invest approximately \$2,000,000.00 in building and equipping said hangars ("the Improvement").

WHEREAS, Airport intends to complete construction by December 31, 2015; and

WHEREAS, County, City and Airport desire to amend said "Original Agreement" as hereinafter set forth;

NOW, THEREFORE, it is mutually agreed that the "Original Agreement" shall be amended as follows:

1. "The Improvement" shall be defined as stated above.

2. Construction of the Improvement shall be completed by December 31, 2015.

All the terms and provisions of said "Original Agreement" except as herein modified are to remain in full force and effect, and are made a part of this Amendment to Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

PITT COUNTY

By: _____
D. Scott Elliott, County Manager

CITY OF GREENVILLE

By: _____
Barbara Lipscomb, City Manager

**PITT COUNTY-CITY OF
GREENVILLE AIRPORT AUTHORITY**

By: _____
Jerry Vickers, Airport Manager

PRE-AUDIT CERTIFICATION

This document has been pre-audited in the manner required by the North Carolina Local Budget and Fiscal Control Act.

Duane Holder, Chief Financial Officer
Pitt County

Bernita Demery, Director of Financial
Services, City of Greenville

APPROVED AS TO FORM

Janis Gallagher, Pitt County Attorney

David A. Holec, City Attorney

David W. Silver, Airport Authority

NORTH CAROLINA
PITT COUNTY

AGREEMENT

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into this the 20 day of August, 2014, by and between Pitt County (hereinafter referred to as "County"), a political subdivision of the State of North Carolina, having an office and mailing address of 1717 West Fifth Street, Greenville, NC, 27834, the City of Greenville, a municipal corporation organized and existing pursuant to the laws of the State of North Carolina, (hereinafter referred to as "City"), and Pitt County - City of Greenville Airport Authority, a municipal corporation and body corporate and body politic created under the authority of Chapter 571 of the North Carolina Session Laws of 1967 and joint resolution of the Greenville City Council and the Pitt County Board of Commissioners, (hereinafter referred to as "Airport").

WITNESSETH

WHEREAS, North Carolina General Statute 63-8 authorizes the County and City to make appropriations for the purpose of establishing, maintaining, and operating airports;

WHEREAS, Airport is engaged in providing access to air travel to citizens and residents in and around City and County and is an asset which enhances the quality of life of the citizens of City and County and promotes economic development;

WHEREAS, Airport operating revenue is generated, in part, from leasing space and selling fuel to private aircraft, therefore, it is critical to the airport operations to retain and attract private aircraft;

WHEREAS, private aircraft based in Greenville, Pitt County, North Carolina, are subject to ad valorem property taxes of both City and County, therefore it is advantageous to both City and County for Airport to retain and attract private aircraft;

WHEREAS, Airport has been approached by a third party (hereafter referred to as the "Third Party") who proposes to enter into a long-term lease for a hangar at Airport and base an airplane valued at an estimated \$37,000,000.00 at Airport, which would generate property taxes to City and County in a combined amount of approximately \$451,400.00 per year;

WHEREAS, Airport does not currently have a hangar sufficient in size and suitable for the Third Party's airplane, but Airport does have the space in which to construct said hangar;

WHEREAS, Airport intends to utilize its own capital reserves to construct an airplane hangar in Greenville, Pitt County, North Carolina, that could house up to three (3) large aircraft and Airport anticipates that it will invest approximately \$2,000,000.00 in building and equipping said hangar ("the Improvement");

WHEREAS, as an inducement for Airport to self-fund and undertake the Improvement, City and County each agree to annually approve the appropriation and expenditure as hereinafter set forth for the specific purpose of contributing, along with the Airport, to the replenishment of the capital reserves of Airport with funds generated by a portion of the ad valorem property taxes paid on aircraft housed in the Improvement for a six (6) year period beginning in fiscal year 2015-2016 and continuing no later than fiscal year 2020-2021 (the "Grant Period"); and

WHEREAS, in consideration of the appropriations described herein, Airport agrees to comply with the covenants and conditions binding upon it as set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Airport shall construct the Improvement in Greenville, Pitt County, North Carolina and shall utilize Airport's capital reserves to pay for the construction of the Improvement.

2. Construction of the Improvement shall be completed by February 28, 2015.

3. Airport, City and County shall contribute to the replenishment of the Airport's capital reserves that are actually expended in the construction, at an interest rate of 0.0%, of the Improvement as follows:

a. Airport shall assign to its capital reserves all gross lease revenue earned from the Improvement until the Airport's capital reserves expended in the construction of the Improvement has been fully replenished;

b. City and County shall each remit to Airport for assignment to its capital reserves eighty percent (80%) of the ad valorem property taxes received during the Grant Period as a result of aircraft based in the Improvement which were not subject to ad valorem property taxes of both the City and County prior to the date of this Agreement. Remittance shall continue until the end of the Grant Period or until the Airport's capital reserves expended in the construction of the Improvement has been fully replenished whichever is sooner;

c. If the combination of gross lease revenue and ad valorem taxes from both City and County (as described above) exceed the amount necessary to replenish the Airport's capital reserves expended in the construction of the Improvement during a fiscal year prior to the end of the Grant Period, the amount payable by Airport, City and County shall be prorated in that fiscal year and Grant Period shall terminate at the end of that fiscal year;

- d. Notwithstanding any other provision of this Agreement, the total amount remitted together by both the County and City pursuant to this Agreement shall not exceed the lesser of (i) the capital reserves of the Airport expended in the construction of the Improvement less the amount assigned by the Airport pursuant to subsection (a) above or (ii) \$2,000,000.00 less the amount assigned by the Airport pursuant to subsection (a) above.

4. All parties agree that any aircraft based in the Improvement will be excluded from utilization as a component of the formula in the existing Economic Stimulus Agreement between City and Airport dated September, 2007 and the County and Airport dated January, 2006.

5. This Agreement has been duly authorized, executed and delivered by Airport, City and County.

6. In order to induce City and County to enter into this Agreement and to appropriate and expend monies to contribute to the replenishment of the Airport's capital reserves, Airport represents and warrants to City and County that as of the execution date hereof:

- a. To the best of Airport's knowledge, there is no impediment to the use of the property for the purposes contemplated by this Agreement; and
- b. The Third Party is not engaged in a business that would be exempt from property taxes.

7. County acknowledges that this Agreement has been duly authorized, executed and delivered by County; and that this Agreement is made with authority duly provided under NCGS 63-8.

8. City acknowledges that this Agreement has been duly authorized, executed and delivered by City; and that this Agreement is made with authority duly provided under NCGS 63-8.

9. Payment to Airport by City of appropriations in accordance with this Agreement will be made within sixty (60) days of receipt by City of ad valorem taxes from any aircraft based in the Improvement which was not subject to ad valorem property taxes of both the City and County prior to the date of this Agreement.

10. Payment to Airport by County of appropriations in accordance with this Agreement will be made within sixty (60) days of receipt by County of ad valorem taxes from any aircraft based in the Improvement which was not subject to ad valorem property taxes of both the City and County prior to the date of this Agreement.

11. Upon request, Airport shall furnish to City and County an accounting of all expenditures related to the Improvement and all gross lease revenue, as well as a description of all aircraft, including the identity of the owner, housed in the Improvement on January 1 of each year from January 1, 2015, until the end of the Grant Period. Similarly, upon request, County and City

shall furnish to Airport a statement of ad valorem taxes received from both City and County from aircraft housed in the Improvement.

12. Airport, City and County acknowledge that any monies appropriated and expended by City and County as provided in this Agreement, are for a bona fide public purpose and are expended in good faith.

13. This Agreement shall inure to the benefit of, and is binding upon, City, County and Airport and their respective successors and assigns. However, neither this Agreement, nor any rights, privileges, or claims created by this Agreement may be transferred by Airport without the prior, written approval of City and County, which approval will not be unreasonably withheld.

14. Except as otherwise provided in this Agreement, this Agreement may not be amended, changed, modified or altered except by written agreement of the parties.

15. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

16. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such fully executed counterpart.

17. Controlling Law and Venue. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of North Carolina; venue of any action shall be in the general court of justice in Pitt County, or if in federal court, in the Eastern District of North Carolina.

18. The term of this Agreement shall commence on the date of execution and expire upon payment by City and County of all payments due to Airport hereunder, unless earlier terminated as provided herein.

19. Airport City and County acknowledge and stipulate that this Agreement is the product of mutual negotiation and bargaining, and that it has been drafted by Counsel for Airport, City and County. As such, the doctrine of construction against the drafter shall have no application to this Agreement.


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

PITT COUNTY

BY: 

D. Scott Elliott, County Manager

CITY OF GREENVILLE


BY: 
Barbara Lipscomb, City Manager

**PITT COUNTY-CITY OF
GREENVILLE AIRPORT AUTHORITY**

BY: 
Jerry Vickers, Airport Manager

PRE-AUDIT CERTIFICATION

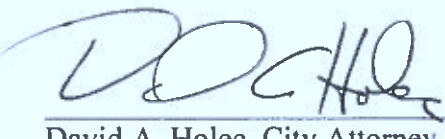
This document has been pre-audited in the manner required by the North Carolina Local Budget and Fiscal Control Act.


Duane Holder, Chief Financial Officer
Pitt County


Bernita Demery, Director of Financial Services
City of Greenville

Approved as to form:


Janis Gallagher, Pitt County Attorney


David A. Holec, City Attorney


David W. Silver, Airport Attorney



City of Greenville, North Carolina

Meeting Date: 6/8/2015
Time: 6:00 PM

Title of Item: Presentation on the Greenville Transportation Activity Center preferred architectural design

Explanation: **Abstract:** The City now has a preferred architectural design for the Greenville Transportation Activity Center (GTAC). This design is one of two such designs that were presented to the Public Transportation and Parking Commission for review and comment. It was also presented to the public at large for this same purpose. The next step is to present the design to City Council.

Explanation: The City recently engaged KlingStubbins, Inc. d.b.a. Jacobs Inc., an architectural and engineering firm, to design the Greenville Transportation Activity Center. Along with City staff, Jacobs Inc. has worked through the conceptual design process and developed two potential architectural design alternatives. These alternatives were then presented to the Public Transportation and Parking Commission and to the public at large for review and comment. Additionally, the designs were presented to representatives of the Historic Preservation Commission and to the organizations that will actually occupy the facility upon its completion.

As a result of the process described, the City now has a preferred architectural design for the Greenville Transportation Activity Center. The next step is to present this design to City Council.

Fiscal Note: The preferred design is consistent with the adopted budget for the Greenville Transportation Activity Center. No additional funding is needed.

Recommendation: Receive the presentation on the Greenville Transportation Activity Center preferred architectural design

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [GTAC Design](#)



AERIAL VIEW FROM THE NORTHEAST



VIEW FROM SOUTH PITT STREET

Attachment number 1
Page 1 of 1



SOUTH ELEVATION

GREENVILLE TRANSPORTATION ACTIVITY CENTER



City of Greenville, North Carolina

Meeting Date: 6/8/2015
Time: 6:00 PM

Title of Item: Change Order for the 2014 Street Resurfacing Project contract

Explanation: **Abstract:** The 2014 Street Resurfacing contract to Barnhill Contracting Company was originally approved on October 6, 2014, to mill and resurface, install any ADA improvements as required, restrip, and repair any signal loops damaged as a result of the milling operation on numerous City-maintained streets. Due to winter weather delays, the work did not actually begin until April 29, 2015. During the course of milling and paving, it was determined that base repair, beyond what was already estimated, would be more extensive. Base repair to our existing roads is performed after the existing top layer of asphalt has been removed. A repaired roadway base is critical to the longevity of each roadway. Without a repaired base, we cannot ensure the roads will not fail prematurely.

This necessitates a change order to add additional base repair work to the Barnhill Contracting Company contract at the unit cost originally bid as Alternate 1: Asphalt Pavement Repairs. Additionally, there is resurfacing work needed for three streets surrounding the Boundary project: Evans Street, 8th Street, and Cotanche Street. 100% of this cost is to be paid for by the developer of the Boundary project with the exception of 8th Street where there will be a 25% cost share by the City.

Explanation: The list of streets included in this year's contract covers various streets across the entire city. Barnhill Contracting Company was approved with a base bid amount of \$1,798,772. Due to weather constraints, the project was delayed until the spring. As earlier anticipated, significant subgrade repairs were needed on many of these streets. A Bid Alternate was included for this work. In an attempt to save money, the City elected to perform subgrade repairs through the City's Streets Division. However, the City's pavement maintenance group was unable to get to the base repair work that was anticipated because of weather and other emergency work. Additionally, the City has found that once the milling work was done on many of the roads, there was a much greater volume of base repair work needed than originally anticipated.

Barnhill Contracting Company began work on the list of roads on April 29, 2015, and approximately 65% of the work is complete to date. Due to these conditions encountered once the milling operations were underway, it has become necessary to add base repair work to the Barnhill Contracting Company contract that was included in their bid as an additive alternative. Through the inspection of the condition of the base material as the roads have been milled, it was determined that the original estimate of the amount of base repair needed was insufficient. The original estimate was 25,000 square yards of base repair, and the most current estimate is 34,900 square yards. The net increase requested for the current contract for this work is \$758,114.79.

Additionally, with the Boundary student apartment project nearing completion (August 1, 2015), there is an agreement by the developer to fund the cost to repair and overlay three of the streets surrounding the project due to impacts to the City roads from construction activity. Particulars of the agreement is that the developer will pay 100% of the cost for repairing and resurfacing Evans Street and Cotanche Street and 75% of the cost for repairing and resurfacing 8th Street. This work is to be done just before the August 16th student move-in date. The cost to the City for its portion of the cost for 8th Street is estimated to be \$26,443.51. This work is proposed to be done under the current Barnhill resurfacing contract. However, the City will be fronting the entire cost of this work, with the developer reimbursing the City once the work is complete. The total cost is estimated to be \$165,043.39 with the developer reimbursing \$138,599.88, with the net cost to the City being \$26,443.51.

Therefore, this request is to increase the 2014 Street Resurfacing contract with Barnhill Contracting Company by a total of \$923,158.18 to compensate for the necessary base repair work needed to complete the work as well as complete the work around the Boundary student housing project.

Fiscal Note:


Funding for this project is through a combination of Powell Bill funds and General funds as approved by City Council on August 4, 2014, which originally included the base price of \$1,798,772.00 plus a 10% contingency, totaling \$1,978,649.72. Since the contract was authorized, there has been one change order approved in the amount of \$149,697.72, making the current contract total \$1,948,469.72. If approved, this second change order will change the total contract amount to Barnhill Contracting Company to \$2,871,627.90 to be paid with FY15-16 Powell Bill and developer funds.

Recommendation:

Approve a change order for the 2014 Street Resurfacing Project to Barnhill Contracting Company in the amount of \$923,158.18 for a total contract amount of \$2,871,627.90. This average cost to repair these roads, if approved, will be approximately \$135,000 per lane mile.

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 [Street Resurfacing Change Order Documentation](#)

2014 Street Resurfacing Project

BID SUMMARY SHEET

City of Greenville, North Carolina

Engineering Division

Re-Bid Opening: September 15, 2014 @ 2:00 p.m.

| <i>Contractor</i> | <i>Rec'd Addendum 1 & 2</i> | | <i>5% Bid Bond</i> | | <i>M/WBE Submitted</i> | | <i>NCA Form Submitted</i> | | <i>Total Base Bid/Alternate 1</i> |
|------------------------------|---------------------------------|-----------|--------------------|-----------|------------------------|-----------|---------------------------|-----------|-----------------------------------|
| | <i>Yes</i> | <i>No</i> | <i>Yes</i> | <i>No</i> | <i>Yes</i> | <i>No</i> | <i>Yes</i> | <i>No</i> | |
| Barnhill Contracting Company | X | | X | | X | | X | | \$1,798,772.00/ \$862,500 |
| S. T. Wooten Corporation** | X | | X | | X | | X | | \$1,949,922.72/ \$925,000 |
| | | | | | | | | | |
| | | | | | | | | | |

**This bidder failed to submit the required E-Verify Affidavit and was considered non-responsive.

List of Streets for Milling and Resurfacing

| Street Name | From | To | Milling (SY) | Resurfacing (Tons) | Thickness (inches) |
|-----------------------|---------------------------|-------------------|--------------|--------------------|--------------------|
| Independence Blvd | N. Memorial Dr | End Maintenance | 1034 | 85 | 1.5 |
| Emma's Place | Independence Blvd | Cul-de-sac | 2365 | 196 | 1.5 |
| Phillips Circle | Emma's Place | Cul-de-sac | 1903 | 157 | 1.5 |
| Terrace Court | Pactolus Hwy | Cul-de-sac | 10,340 | 855 | 1.5 |
| Academy Drive | Pactolus Hwy | Terrace Court | 7150 | 590 | 1.5 |
| Elite Place | Terrace Court | Academy Drive | 1342 | 112 | 1.5 |
| Oldwell Drive | End Pavement | End Pavement | 2728 | 227 | 1.5 |
| Essex Street | Terrace Court | End Pavement | 1947 | 162 | 1.5 |
| Square Street | Essex Street | Terrace Court | 2112 | 174 | 1.5 |
| WH Smith Blvd | Stantonsburg Rd | RXR Tracks | 12,100 | 1332 | 2 |
| Arlington Circle | W Arlington Blvd | Sunset Avenue | 1441 | 119 | 1.5 |
| Hillcrest Drive | Sunset Avenue | Sunset Avenue | 2420 | 201 | 1.5 |
| Calvin Way | W Arlington Blvd | Pine Street | 2849 | 236 | 1.5 |
| Shawnee Place** | Millbrook Street | Pine Street | 858 | 283 | 1.5 |
| Aztec Lane | Millbrook Street | Shawnee Place | 1958 | 162 | 1.5 |
| Millbrook Street | Hooker Road | S Memorial Drive | 9724 | 806 | 1.5 |
| Rollins Drive | SW Greenville Blvd | Peed Drive | 4532 | 375 | 1.5 |
| Staffordshire Drive** | Crestline Blvd | End Pavement | 1155 | 373 | 1.5 |
| Woodstock Drive** | Staffordshire Dr | Staffordshire Dr | 1903 | 627 | 1.5 |
| Cedarhurst Road | Westhaven Road | S Baywood Lane | 11,605 | 960 | 1.5 |
| Westhaven Road | Cedarhurst Road | Kempton Drive | 2805 | 233 | 1.5 |
| Ravenwood Drive | Westhaven Road | Shamrock Circle | 2937 | 244 | 1.5 |
| Boxwood Lane | Cedarhurst Road | Kempton Drive | 2343 | 195 | 1.5 |
| Winstead Road | Boxwood Lane | Walnut Drive | 4477 | 371 | 1.5 |
| Walnut Drive | Cedarhurst Road | Kempton Drive | 3234 | 268 | 1.5 |
| Pinkney Drive | Cedarhurst Road | Crestline Blvd | 1375 | 114 | 1.5 |
| Dupont Circle | Pinewood Road | Queen Annes Rd | 11,099 | 919 | 1.5 |
| Martinsborough Rd | Evans Street | Queen Annes Rd | 13,310 | 1466 | 2 |
| Lord Ashley Drive | Martinsborough Rd | Crown Point Rd | 4433 | 366 | 1.5 |
| Kirkland Drive | SE Greenville Blvd | Evans Street | 9933 | 823 | 1.5 |
| York Road | E 14 th Street | Sir Raleigh Court | 6732 | 743 | 2 |
| Adams Blvd | SE Greenville Blvd | Begin C&G | 4565 | 504 | 2 |
| Golden Road | SE Greenville Blvd | Cedar Lane | 3828 | 422 | 2 |



City of Greenville, North Carolina

Meeting Date: 6/8/2015
Time: 6:00 PM

Title of Item: Contract award for the Pedestrian Improvement Project

Explanation: **Abstract:** This Pedestrian Improvement Project contract includes the construction of pedestrian improvements at 15 different intersections within the City. The contractor will be responsible for the modification of existing wheelchair ramps, installing new ramps, and any required sidewalk modifications. The intersections will have new pedestrian heads, buttons, and delineated crosswalks installed by the North Carolina Department of Transportation (NCDOT). Whitley Contracting, Inc. of Smithfield, NC, submitted the lowest base bid for this contract in the amount of \$150,310.00.

Explanation: The City of Greenville requested funds from NCDOT for pedestrian improvements at 15 intersections within the City. NCDOT secured \$750,000 and drafted an agreement which was approved and executed by the City of Greenville in October 2014. The agreement includes the participation of the City and NCDOT in the construction of pedestrian improvements at 15 different intersections within the City. These locations are identified in the attachment. The intersections will have new pedestrian heads, buttons, and delineated crosswalks installed by NCDOT. The City's responsibilities include facilitating the design, bidding, and construction management of the modification of existing wheelchair ramps, installing new ramps, and any required sidewalk modifications.

Bids for the Pedestrian Improvement Project were initially opened on April 29, 2015. Three bids were received; however, the proper documentation was omitted from the bid package. Per State law, staff rejected all of the bids and then readvertised the project to receive bids on May 14, 2015. One bid was received by Whitley Contracting, Inc. of Smithfield, NC, in the amount of \$150,310.00.


Fiscal Note: Funding for this project is \$600,000 in Federal funds and \$150,000 in State funds

with no required City funds.

Recommendation: City Council award a construction contract for the Pedestrian Improvement Project to Whitley Contracting, Inc. of Smithfield, NC, in the amount of \$150,310.00.

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Attachments / click to download

 [Pedestrian Improvement Locations](#)

List of proposed Intersections for modification of traffic signal to include pedestrian crossing features and modify Sidewalk and WC Ramps as needed:

1. Greenville Blvd. @ Tenth St
2. Greenville Blvd. @ Elm St.
3. Greenville Blvd. @ Charles Blvd.
4. Greenville Blvd. @ Arlington Blvd.
5. Greenville Blvd. @ Evans St.
6. Greenville Blvd. @ Landmark St.
7. 14th St. @ Charles Blvd.
8. 14th St. @ Evans St.
9. 14th St @ Dickinson Ave.
10. 14th St. @ Chestnut St
11. Charles Blvd. @ Red Banks Rd.
12. N. Greene St. @ Munford Rd.
13. Arlington Blvd. @ Memorial Dr.
14. Arlington Blvd. @ Dickenson Ave.
15. Hooker Rd. @ Pendleton St.



City of Greenville, North Carolina

Meeting Date: 6/8/2015
Time: 6:00 PM

Title of Item: Update on the Local Preference Policy and the Retention of Professional and Other Services Policy and resolution adopting recommendations for amending the policies

Explanation: **Abstract:** Effective February 1, 2014, the City Council adopted a Local Preference Policy and a Retention of Professional and Other Services Policy. Purchasing staff will present an update to the City Council on the progress of these policies and make recommendations for enhancements.

Explanation: On February 1, 2014, City Council implemented the Local Preference Policy designed to encourage the utilization of local firms in City procurement and contracting while ensuring the best overall value of goods and services. By supporting local business, Council sought to promote the economic development of the local community. The local preference program has been in effect for one year as of February 1, 2015. This report gives a brief history on the Local Preference Policy, provides an update on the progress of local preference, addresses its impact on local procurement and contracting, and provides recommendations for enhancements to further the goals and objectives of the policy.

Background

On November 7, 2013, the City Council passed Resolution No. 056-13 adopting the City of Greenville Local Preference Policy. During that same meeting, the Council also passed Resolution No. 057-13 adopting a Retention of Professional and Other Services Policy. The effective date for both policies was February 1, 2014. The certification requirements include the following:

1. Has paid and is current on privilege license fees.
2. Has paid and is current on property taxes.
3. Completes and submits the bidders certification for local preference form.

4. Have an office or store with at least 500 sq. ft. or 3 or more employees located within the City limits or ETJ.
5. Have an office or store located within a residence within the City limits or ETJ for at least one year.

After the adoption of these two policies, the Financial Services Department and the City Attorney’s Office drafted the required forms and the written procedures for City staff to follow to ensure compliance with both of these new policies. During the month of January, 2014, staff conducted a total of 10 training sessions and one *Cityscene* episode on the new policies and procedures. On February 1, 2014, both new policies were implemented. The City’s website was updated with all of the information on both policies along with the Eligible Local Bidder (ELB) Certification form.

One-Year Review

As of February 27, 2015, **53** local businesses have applied for certification as an Eligible Local Bidder (ELB). Of those applicants, **41** (77%) have been approved and are listed in the ELB Directory, which is available on the City’s website and the internal employee intranet site. Only **four** (4) or 8% of applicants have been denied as a result of not meeting one or more of the eligibility requirements as set forth in the policy. Specifically, these four applicants were denied because of not having an office or store from which “all or a portion of its business is directed or managed and which is located within the corporate limits or extraterritorial jurisdiction of the City of Greenville.”

The remaining eight (8) applicants either discontinued the process voluntarily (1) or were removed from evaluation because their application had been outstanding for more than 90 days. The open applicants failed to provide a piece of documentation (e.g. list of employees, verification of square footage of office) and therefore could not continue the review process. Before removal, a final notification of status was provided, and an opportunity to reapply at any time was extended. The company that decided to discontinue the process did not feel comfortable providing the necessary information for approval.

ELB Enrollment

| | |
|---------------------------|-----------|
| Total Applications | 53 |
| Approved | 41 |
| Denied | 4 |
| Dropped | 7 |
| Withdrew | 1 |

ELB’s are evenly distributed between the supplies and materials and general services categories. Vendors supply everything from auto parts to screen printing services. The remainder fall within the construction and professional services categories (e.g. engineering, etc.).

Since the implementation of the Local Preference Policy, there have been three (3) instances in which an eligible local bidder qualified and chose to exercise the price-matching preference.

Some of staff's observations and feedback received over the past year are the following:

- There was a significant change to the Privilege License law in 2014. Effective July 1, 2014, the City of Greenville was no longer able to require any business located outside the city limits (i.e. ETJ) to obtain a business license. The Local Preference Policy allows for certification of businesses in the ETJ, but certification requires a City business license.
- One of the most difficult and time-consuming tasks over the past year has been trying to implement, train, and ensure compliance with the new Retention of Professional and Other Services Policy that was also implemented on February 1, 2014. The services policy has many caveats that make it extremely difficult to manage in conjunction with other City policies such as the MWBE policy and the Local Preference Policy. The main challenge is how to implement one of these policies without violating another one. For example, the MWBE Plan states that for Professional Services, "at least twenty-five (25) percent of the businesses notified of the contract opportunity shall be MBE/WBE." (pg. 17). However, Section 5.3 of the Services policy states that "Requests for proposals shall be distributed to all identified service firms in the field of endeavor within the Greenville area..." For Professional Services, there is only one (1) certified MWBE vendor in the City of Greenville.
- The City did receive a few complaints from non-local vendors concerning the new policy. One vendor of IT products actually stated that they would not be submitting quotes for any purchases that would be subjected to the Local Preference Policy.
- Staff met with the President of the Chamber of Commerce (Scott Senatore) to discuss the proposed changes and review the policy. He did not have any concerns. He also offered to work with the City in the upcoming year to have a Chamber luncheon to discuss and present the policy.

Copies of both the original Local Preference Policy and the Retention of Professional and Other Services Policy are attached along with a list of the vendors that have been certified as Eligible Local Bidders since the implementation of the policy. A resolution is also attached which contains the revised policy per staff recommendation.

Fiscal Note: No fiscal impact at this time.

Recommendation: Staff recommends the following two actions:

(1) Revise the Eligible Local Bidder certification criteria to remove any requirements to obtain privilege licenses after July 1, 2015, due to the new privilege license legislation; and

(2) To streamline the process, adopt the attached resolution to combine the Local Preference Policy and the Retention of Professional and Other Services Policy into one policy entitled "Local Preference and Retention of Professional and Other Services Policy"

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

- [Local Preference Policy](#)
 - [Retention of Professional and Other Services Policy](#)
 - [List of Certified Eligible Local Bidders](#)
 - [Combined Local Preference and Services Policy DRAFT 1002112](#)
-

RESOLUTION NO. _____
RESOLUTION ADOPTING THE CITY OF GREENVILLE LOCAL PREFERENCE AND
RETENTION OF PROFESSIONAL AND OTHER SERVICES POLICY

WHEREAS, the economic development of the City of Greenville will be promoted by the implementation of a Local Preference and Retention of Professional and Other Services Policy in the procurement of goods and services in that it supports local business;

WHEREAS, in addition to promoting economic development, a Local Preference and Retention of Professional and Other Services Policy provides a benefit to the City of Greenville in that local businesses have the opportunity to be more timely and responsive in providing goods and services; and

WHEREAS, the City Council of the City of Greenville hereby finds and determines that the Local Preference and Retention of Professional and Other Services Policy herein adopted accomplishes the aforementioned goals while ensuring fiscal responsibility and the provision of goods and services in a manner which best serves the needs of the City of Greenville;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE:

Section 1. That the City of Greenville Local Preference and Retention of Professional and Other Services Policy is hereby adopted, said policy to read as follows:

**CITY OF GREENVILLE LOCAL PREFERENCE AND RETENTION OF
PROFESSIONAL AND OTHER SERVICES POLICY**

Section 1. Purpose.

The purpose of the Local Preference and Retention of Professional and Other Services Policy is to ensure the best overall value in the procurement of goods and services while providing a preference to local businesses to support the City's economic development. The City's economic development is supported by the Local Preference and Retention of Other Services Policy in that the policy supports local business. An additional benefit of a Local Preference and Retention of Professional and Other Services Policy is the benefit derived by the City when goods and services are being provided by local businesses which have the opportunity to be more timely and responsive when providing goods and services.

Section 2. Definitions.

(a) Eligible Local Bidder means a bidder that has paid and is current on property taxes in the City of Greenville and who meets the qualifications set forth in Section 5.

- (b) Non-Local Bidder means a bidder that is not an Eligible Local Bidder as defined in subsection (a).
- (c) Responsible bidder means the bid or proposal is submitted by a bidder that has the skill, judgment and integrity necessary for the faithful performance of the contract, as well as sufficient financial resources and ability.
- (d) Responsive bidder means that the bid or proposal submitted by a bidder complies with the specifications or requirements for the request for bids or request for proposals.
- (e) Professional services means architectural, engineering, planning, design and other professional services of a consulting nature.
- (f) Other services means services that are not professional services as defined in subsection (e).

Section 3. Policy.

The policy of the City of Greenville is to provide a preference to local businesses in the procurement of goods and services for the contracts which the City may apply a local preference when applying federal and state law. When the request for bids involves the bidder submitting a price, a price-matching preference will be given to Eligible Local Bidders on contracts for the purchase of goods and services. The preference will allow an Eligible Local Bidder to match the price and terms of the lowest responsible, responsive bidder who is a Non-Local Bidder, if the Eligible Local Bidder's price is within five percent (5%) or, \$25,000 whichever is less, of the lowest responsible, responsive Non-Local Bidder's price. When the request seeking proposals is based upon qualifications for a service contract without a price being submitted as a bid when the proposal is submitted, a factor in the evaluation of proposals shall be whether the proposal is submitted by an Eligible Local Bidder. Five percent (5%) of the points to be awarded to a bidder in an evaluation of proposals shall be awarded to an Eligible Local Bidder.

Section 4. Local Preference Eligible Contracts.

The provisions of the Local Preference and Retention of Professional and Other Services Policy shall apply when bids or proposals are sought for the following:

- 1) Contracts for the purchase of apparatus, supplies and equipment costing less than \$30,000;
- 2) Contracts for construction or repair costing less than \$30,000;
- 3) Contracts for architectural, engineering, surveying, construction management at risk services, design-build services, and public-private partnership construction services costing less than \$50,000; and
- 4) Contracts for services (other than contracts for architectural, engineering, surveying, construction management at risk services, design-build services, and public-private partnership construction services).

Notwithstanding the foregoing, the provisions of the Local Preference and Retention of Professional and Other Services Policy shall not apply to contracts involving a project funded by a federal grant unless the grant has specific language which overrides the prohibition of the Grants Management Common Rule which does not allow local preferences and the provisions of the Local Preference Policy shall not apply (i) when bids or proposals are not sought due to an emergency situation or (ii) in special cases when the required expertise or item is not available locally as determined by either the Purchasing Manager or Department Head, or (iii) when the purchase involves an expenditure of less than \$10,000 when the purchase is from a business which qualifies as an Eligible Local Bidder.

Section 5. Qualifications.

In order to qualify for the local preference, an Eligible Local Bidder must complete the Bidder's Certification for Local Preference Form and submit it to the Purchasing Manager with or prior to the submittal of the bid or proposal. A Bidder's Certification for Local Preference Form shall be required to be updated by a bidder (i) when matters certified to in the form have materially changed and (ii) when notified by the Purchasing Manager that a periodic update is required. The Eligible Local Bidder must have paid and be current on any applicable City of Greenville property taxes.

When the request for bids involves the bidder submitting a price, in order for a bidder to be an Eligible Local Bidder, the bidder must either:

- (a) Have an office or store from which all or a portion of its business is directed or managed and which is located within the corporate limits or extraterritorial jurisdictional area of the City of Greenville consisting of at least 500 square feet of floor area within a building on property having a non-residential zoning classification; or
- (b) Have an office or store located within the corporate limits or extraterritorial jurisdictional area of the City of Greenville and have at least three (3) employees who are based and working out of said office or store; or
- (c) Have an office from which all or a portion of its business is directed or managed and which is located within a residence within the corporate limits or extraterritorial jurisdictional area of the City of Greenville as allowed by the Zoning Ordinance for a period of at least one (1) year.

When the request seeking proposals is based upon qualifications for a service contract without a price being submitted as a bid when the proposal is submitted, in order for a bidder to be considered as an Eligible Local Bidder, the bidder must either:

- (a) Have an office from which all or a portion of its business is directed or managed and which is located within the corporate limits or extraterritorial jurisdictional area of the City of Greenville consisting of at least 500 square feet of floor area within a building on property having a non-residential zoning classification; or
- (b) Have an office located within the corporate limits or extraterritorial jurisdictional area of the City of Greenville and have at least three (3) employees who are based and working out of said office; or
- (c) Have an office from which all or a portion of its business is directed or managed and which is located within a residence within the corporate limits or extraterritorial jurisdictional area of the City of Greenville as allowed by the Zoning Ordinance for a period of at least one (1) year; or
- (d) Have an arrangement with one or more firms or companies that qualify as an Eligible Local Bidder pursuant to (a), (b), or (c) above to subcontract with said firms or companies to perform at least twenty five percent (25%) of the dollar value of the work to be performed pursuant to the service contract, if the bidder is awarded the contract.

Section 6. Process When Bid Involves Price.

Bids will be evaluated in accordance with the award criteria stated in the request for bids to determine the lowest responsible, responsive bid when the request for bids involves the bidder submitting a price. If the lowest responsible, responsive bid is submitted by an Eligible Local Bidder, then there will be no consideration of the price-matching preference. If the lowest responsible, responsive bid is submitted by a bidder who is not an Eligible Local Bidder and there are no submitted bids from an Eligible Local Bidder that is within 5% or \$25,000, whichever is less, of the lowest responsible, responsive bid, then none of the Eligible Local Bidders will qualify for the price-matching preference. The award will be made to the lowest responsible, responsive bidder.

If the lowest responsible, responsive bid is submitted by a Non-Local Bidder and there are one or more Eligible Local Bidders that submit a bid within 5% or \$25,000, whichever is less, of the lowest responsible, responsive bid, then the Bidder's Certification for Local Preference Form of the Eligible Local Bidder(s) shall be reviewed to determine whether the Eligible Local Bidder's certification is compliant. Additional clarification may be sought of the certification and/or information in an Eligible Local Bidder's certification and additional documentation may be requested if necessary. Failure to supply the requested information will result in the Eligible Local Bidder not receiving a price-matching preference.

If only one Eligible Local Bidder qualifies for the price-matching preference, the Eligible Local Bidder will first be offered the contract award and will have two (2) business days to accept or decline the award based on the lowest responsible, responsive bidder's price. If the lowest responsible, responsive Eligible Local Bidder declines to accept the contract award, then the award is made to the lowest responsible, responsive bidder.

If more than one Eligible Local Bidder qualifies for the price-matching preference, then the qualified Eligible Local Bidders shall be prioritized according to their original bids, from lowest to highest, so that the Eligible Local Bidder who submitted the lowest responsible, responsive bid should get the first opportunity to match the quote of the lowest responsible, responsive Non-Local Bidder. The Eligible Local Bidder will first be offered the contract award and will have two (2) business days to accept or decline the award based on the lowest responsible, responsive Non-Local Bidder's price. If the lowest responsible, responsive Eligible Local Bidder declines to accept the contract award, then the contract should be offered to the next lowest responsible, responsive Eligible Local Bidder and will continue in this manner until either a responsible, responsive Eligible Local Bidder within five percent (5%) or \$25,000, whichever is less, of the lowest responsible, responsive bid accepts the contract award or the award is made to the lowest responsible, responsive bidder if no qualified Eligible Local Bidder accepts the award. If two responsible, responsive Eligible Local Bidders qualify for the price-matching preference and both bid the same amount, then the Eligible Local Bidder which will be offered the contract award will be chosen by lot.

At any time, all bids may be rejected.

Section 7. Process When Considering Qualifications for Service Contracts.

When the request seeking proposals is based upon qualifications for a service contract without a price being submitted as a bid when the proposal is submitted, the request seeking proposals shall state that being local is a factor to be considered in determining the qualifications of the bidder. The proposals will be evaluated in accordance with an award criteria developed to determine the best qualified responsible, responsive bidder submitting a proposal. The Bidder's Certification for Local Preference Form shall be reviewed to determine whether the Eligible Local Bidder certification is compliant. Five percent (5%) of the points to be awarded to a bidder in an evaluation shall be awarded to each Eligible Local Bidder submitting a proposal. Once the best qualified responsible, responsive bidder submitting a proposal is determined, the price is then negotiated. If an agreement on the price does not occur, then the City will negotiate with the next best qualified responsible, responsive bidder submitting a proposal.

Although being local is a factor in determining the best qualified responsible, responsive bidder submitting a proposal, other factors such as specialized experience and expertise will be a component of the award criteria when determining the best qualified proposal.

At any time, all proposals may be rejected.

Section 8. Solicitation of Bids or Proposals.

Whenever bids or proposals are sought by directly contacting bidders for bids or proposals for a contract for which the provisions of the Local Preference and Retention of Professional and Other Services Policy apply, the request for bids or proposals shall be posted on the City of Greenville's website. Notification of the request for bids or proposals shall also be provided to potential bidders having an office or store located within the corporate limits or extraterritorial jurisdictional area of the City of Greenville which have submitted a Bidder's Certification for Local Preference Form and which offer the item or service sought. Bidders which have submitted a Bidder's Certification for Local Preference Form will also be encouraged to register and utilize the City's eNotifications system which will ensure that they are automatically notified each time a bid is posted on the City's website.

Section 9. False or Substantially Inaccurate or Misleading Certifications.

If at any time during or after the procurement process, the City determines that certifications or information in the Bidder's Certificate for Local Preference Form are false, substantially inaccurate or misleading, the City Manager or designee may:

- (1) Cancel the Eligible Local Bidder's contract and/or purchase order that was awarded based on the preference: The Eligible Local Bidder shall be liable for all costs it incurs as a result of the cancellation and all increased costs of the City that may be incurred by awarding the contract to the next lowest bidder;
- (2) Exclude the bidder from any preference in any future City bidding opportunities for a period of time determined by the City Manager or designee; and/or
- (3) Debar the bidder from doing business with the City for a period of time determined by the City Manager or designee.

Section 10. Procedures for Contracts for Retention of Professional and Other Services

When contracting for professional and other services, the following processes should be followed.

- 10.1 The formal solicitation process shall apply to all professional and other services estimated to cost \$50,000 or more.
- 10.2 The informal solicitation process shall apply to all professional and other services estimated to cost more than \$5,000 but less than \$50,000.
- 10.3 Regardless of formal or informal solicitation process, service contracts up to \$100,000 are approved and executed by the City Manager while service contracts over \$100,000 require City Council approval and execution by the City Manager.

INFORMAL SOLICITATION PROCEDURES:

- 10.5 Solicitation of professional and other services between \$5,000 and \$49,999 may be in the form of requests for proposals or an informal bid that requires the department to attempt to obtain at least three (3) informal proposals/quotations from any Eligible Local Bidders or any other qualifying firms. Good faith efforts shall be made to obtain proposals, bids or quotations from any qualifying minority and women-owned businesses, per the City's MWBE policy. The informal bid procedure should not be used when such a contract requires a substantial scope of services. Informal bids, proposals or quotations should be submitted in writing from the vendor and transmitted with the purchase requisition or contract.

FORMAL SOLICITATION PROCEDURES

- 10.6 All formal solicitations of professional and other services greater than \$50,000 must be approved in advance by the City Manager.
 - 10.6.1 Following authorization by the City Manager, a written request for proposals shall be developed by the Department Head or other individual as designated by the City Manager.
 - 10.6.2 Requests for proposals shall be distributed to all potential bidders and/or service firms in the field of endeavor within the Greenville area (the corporate limits and extraterritorial jurisdictional area of the City of Greenville) which have submitted a Bidder's Certification for Local Preference Form and which offer the items or service sought. If the Department Head believes that the type of service required is not available in the Greenville area, the Department Head will report to the City Manager on the type of services needed and why he/she believes no qualified firms are available in the Greenville area. The Department Head will also report to the City Manager if he/she believes that there are no MWBE vendors which offer the items or services sought. The City Manager may authorize solicitation for proposals from a wider area as necessary to obtain proposals from qualified firms and also to comply with the MWBE policy requirements. The request for proposals shall also be posted on the City's website. Any firms who wish to be

directly notified of solicitations may also register to use the eNotifications system featured on the website to ensure receipt of all relevant solicitations.

- 10.6.3 The request for proposals shall set a deadline for receipt for proposals, no earlier than two weeks for professional services and one week for other service contracts, from the date of distribution of the request and shall identify the individual(s) and office(s) including addresses, which are responsible for receiving the proposals.
- 10.6.4 The following elements shall be identified in the request for proposals as necessary items in an acceptable proposal:
 - 10.6.4 (a) A detailed description of previous similar projects including photographs and locations where applicable, costs, initiation and completion dates, and any special design considerations for the desired services including necessary preliminary studies;
 - 10.6.4 (b) Clients for whom similar services were provided and the appropriate individual who may be contacted as a representative of each client;
 - 10.6.4 (c) Services team composition with specific reference to individuals who would be associated with the team and their particular responsibilities;
 - 10.6.4 (d) Time schedule with the firm can follow for initiation and for various stages through completion;
 - 10.6.4 (e) Proposed service fees (except for contracts governed by the provisions of Article 3D of Chapter 143 of the North Carolina General Statutes); and
 - 10.6.4 (f) Any special considerations of the project and any other pertinent data.
- 10.7 In evaluating proposals, a determination of the “qualified firm” will consider the following:
 - 10.7.1 Qualifications of the project team members assigned to the project;
 - 10.7.2 Time schedule for providing services;
 - 10.7.3 The level of work performed by a project team on previous assignments which are generally similar to the proposed project; and,
 - 10.7.4 Previous client satisfaction level.
- 10.8 The Department Head shall prepare a recommendation to the City Manager which includes the following:
 - 10.8.1 A list of all firms to which the request for proposals were mailed;

- 10.8.2 A list of all firms submitting proposals;
- 10.8.3 A list of the top three (3) firms and their location, with appropriate justification for each;
- 10.8.4 If the proposals received do not meet the requirements for the project, the Department Head recommendation shall state why this is the case and will propose an alternative for obtaining satisfactory proposals.
- 10.8.5 The approval process for selected service firms and the execution of related contracts is as follows:

Contracts Over \$100,000

- 10.9 The City Manager shall consider the recommendation of the department head and shall recommend selection of a firm to the City Council.
- 10.9.1 The City Council shall authorize the City Manager to negotiate an appropriate agreement, including service fees, with the selected firm.
- 10.9.2 The City Manager shall report on the negotiations to the City Council for final approval prior to awarding the contract for services.
- 10.9.3 Execution of the contract shall take place following the City Council approval and services shall be provided in accordance with the contract and pertinent City of Greenville Standard Procedures.

Section 11. That all resolutions and clauses of resolutions in conflict with this resolution are hereby repealed, including Resolution No. 056-13 and Resolution No. 057-13.

Section 12. That this resolution shall become effective for requests for bids or proposals issued on or after July 1, 2015.

This the 8th day of June, 2015.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

RESOLUTION NO. 056-13
RESOLUTION ADOPTING THE CITY OF GREENVILLE
LOCAL PREFERENCE POLICY

WHEREAS, the economic development of the City of Greenville will be promoted by the implementation of a Local Preference Policy in the procurement of goods and services in that it supports local business;

WHEREAS, in addition to promoting economic development, a Local Preference Policy provides a benefit to the City of Greenville in that local businesses have the opportunity to be more timely and responsive in providing goods and services; and

WHEREAS, the City Council of the City of Greenville hereby finds and determines that the Local Preference Policy herein adopted accomplishes the aforementioned goals while ensuring fiscal responsibility and the provision of goods and services in a manner which best serves the needs of the City of Greenville;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE:

Section 1. That the City of Greenville Local Preference Policy is hereby adopted, said policy to read as follows:

CITY OF GREENVILLE LOCAL PREFERENCE POLICY

Section 1. Purpose.

The purpose of the Local Preference Policy is to ensure the best overall value in the procurement of goods and services while providing a preference to local businesses to support the City's economic development. The City's economic development is supported by the Local Preference Policy in that the policy supports local business. An additional benefit of a Local Preference Policy is the benefit derived by the City when goods and services are being provided by local businesses which have the opportunity to be more timely and responsive when providing goods and services.

Section 2. Definitions.

- (a) Eligible Local Bidder means a bidder that has paid and is current on any applicable City of Greenville privilege license fees and on property taxes in the City of Greenville and who meets the qualifications set forth in Section 5.
- (b) Non-Local Bidder means a bidder that is not an Eligible Local Bidder as defined in subsection (a).

(c) Responsible bidder means the bid or proposal is submitted by a bidder that has the skill, judgment and integrity necessary for the faithful performance of the contract, as well as sufficient financial resources and ability.

(d) Responsive bidder means that the bid or proposal submitted by a bidder complies with the specifications or requirements for the request for bids or request for proposals.

Section 3. Policy.

The policy of the City of Greenville is to provide a preference to local businesses in the procurement of goods and services for the contracts which the City may apply a local preference when applying federal and state law. When the request for bids involves the bidder submitting a price, a price-matching preference will be given to Eligible Local Bidders on contracts for the purchase of goods and services. The preference will allow an Eligible Local Bidder to match the price and terms of the lowest responsible, responsive bidder who is a Non-Local Bidder, if the Eligible Local Bidder's price is within five percent (5%) or, \$25,000 whichever is less, of the lowest responsible, responsive Non-Local Bidder's price. When the request seeking proposals is based upon qualifications for a service contract without a price being submitted as a bid when the proposal is submitted, a factor in the evaluation of proposals shall be whether the proposal is submitted by an Eligible Local Bidder. Five percent (5%) of the points to be awarded to a bidder in an evaluation of proposals shall be awarded to an Eligible Local Bidder.

Section 4. Local Preference Eligible Contracts.

The provisions of the Local Preference Policy shall apply when bids or proposals are sought for the following:

- 1) Contracts for the purchase of apparatus, supplies and equipment costing less than \$30,000;
- 2) Contracts for construction or repair costing less than \$30,000;
- 3) Contracts for architectural, engineering, surveying, construction management at risk services, design-build services, and public-private partnership construction services costing less than \$50,000; and
- 4) Contracts for services (other than contracts for architectural, engineering, surveying, construction management at risk services, design-build services, and public-private partnership construction services).

Notwithstanding the foregoing, the provisions of the Local Preference Policy shall not apply to contracts involving a project funded by a federal grant unless the grant has specific language which overrides the prohibition of the Grants Management Common Rule which does not allow local preferences and the provisions of the Local Preference Policy shall not apply (i) when bids or proposals are not sought due to an emergency situation or (ii) in special cases when the required expertise or item is not available locally as determined by

either the Purchasing Manager or Department Head, or (iii) when the purchase involves an expenditure of less than \$10,000 when the purchase is from a business which qualifies as an Eligible Local Bidder.

Section 5. Qualifications.

In order to qualify for the local preference, an Eligible Local Bidder must complete the Bidder's Certification for Local Preference Form and submit it to the Purchasing Manager with or prior to the submittal of the bid or proposal. A Bidder's Certification for Local Preference Form shall be required to be updated by a bidder (i) when matters certified to in the form have materially changed and (ii) when notified by the Purchasing Manager that a periodic update is required. The Eligible Local Bidder must have paid and be current on any applicable City of Greenville privilege license fees and on property taxes in the City of Greenville.

When the request for bids involves the bidder submitting a price, in order for a bidder to be an Eligible Local Bidder, the bidder must either:

- (a) Have an office or store from which all or a portion of its business is directed or managed and which is located within the corporate limits or extraterritorial jurisdictional area of the City of Greenville consisting of at least 500 square feet of floor area within a building on property having a non-residential zoning classification; or
- (b) Have an office or store located within the corporate limits or extraterritorial jurisdictional area of the City of Greenville and have at least three (3) employees who are based and working out of said office or store; or
- (c) Have an office from which all or a portion of its business is directed or managed and which is located within a residence within the corporate limits or extraterritorial jurisdictional area of the City of Greenville as allowed by the Zoning Ordinance for a period of at least one (1) year.

When the request seeking proposals is based upon qualifications for a service contract without a price being submitted as a bid when the proposal is submitted, in order for a bidder to be considered as an Eligible Local Bidder, the bidder must either:

- (a) Have an office from which all or a portion of its business is directed or managed and which is located within the corporate limits or extraterritorial jurisdictional area of the City of Greenville consisting of at least 500 square feet of floor area within a building on property having a non-residential zoning classification; or

- (b) Have an office located within the corporate limits or extraterritorial jurisdictional area of the City of Greenville and have at least three (3) employees who are based and working out of said office; or
- (c) Have an office from which all or a portion of its business is directed or managed and which is located within a residence within the corporate limits or extraterritorial jurisdictional area of the City of Greenville as allowed by the Zoning Ordinance for a period of at least one (1) year; or
- (d) Have an arrangement with one or more firms or companies that qualify as an Eligible Local Bidder pursuant to (a), (b), or (c) above to subcontract with said firms or companies to perform at least twenty five percent (25%) of the dollar value of the work to be performed pursuant to the service contract, if the bidder is awarded the contract.

Section 6. Process When Bid Involves Price.

Bids will be evaluated in accordance with the award criteria stated in the request for bids to determine the lowest responsible, responsive bid when the request for bids involves the bidder submitting a price. If the lowest responsible, responsive bid is submitted by an Eligible Local Bidder, then there will be no consideration of the price-matching preference. If the lowest responsible, responsive bid is submitted by a bidder who is not an Eligible Local Bidder and there are no submitted bids from an Eligible Local Bidder that is within 5% or \$25,000, whichever is less, of the lowest responsible, responsive bid, then none of the Eligible Local Bidders will qualify for the price-matching preference. The award will be made to the lowest responsible, responsive bidder.

If the lowest responsible, responsive bid is submitted by a Non-Local Bidder and there are one or more Eligible Local Bidders that submit a bid within 5% or \$25,000, whichever is less, of the lowest responsible, responsive bid, then the Bidder's Certification for Local Preference Form of the Eligible Local Bidder(s) shall be reviewed to determine whether the Eligible Local Bidder's certification is compliant. Additional clarification may be sought of the certification and/or information in an Eligible Local Bidder's certification and additional documentation may be requested if necessary. Failure to supply the requested information will result in the Eligible Local Bidder not receiving a price-matching preference.

If only one Eligible Local Bidder qualifies for the price-matching preference, the Eligible Local Bidder will first be offered the contract award and will have two (2) business days to accept or decline the award based on the lowest responsible, responsive bidder's price. If the lowest responsible, responsive Eligible Local Bidder declines to accept the contract award, then the award is made to the lowest responsible, responsive bidder.

If more than one Eligible Local Bidder qualifies for the price-matching preference, then the qualified Eligible Local Bidders shall be prioritized according to their original bids, from lowest to highest, so that the Eligible Local Bidder who submitted the lowest responsible, responsive bid should get the first opportunity to match the quote of the lowest responsible, responsive Non-Local Bidder. The Eligible Local Bidder will first be offered the contract award and will have two (2) business days to accept or decline the award based on the lowest responsible, responsive Non-Local Bidder's price. If the lowest responsible, responsive Eligible Local Bidder declines to accept the contract award, then the contract should be offered to the next lowest responsible, responsive Eligible Local Bidder and will continue in this manner until either a responsible, responsive Eligible Local Bidder within five percent (5%) or \$25,000, whichever is less, of the lowest responsible, responsive bid accepts the contract award or the award is made to the lowest responsible, responsive bidder if no qualified Eligible Local Bidder accepts the award. If two responsible, responsive Eligible Local Bidders qualify for the price-matching preference and both bid the same amount, then the Eligible Local Bidder which will be offered the contract award will be chosen by lot.

At any time, all bids may be rejected.

Section 7. Process When Considering Qualifications for Service Contracts.

When the request seeking proposals is based upon qualifications for a service contract without a price being submitted as a bid when the proposal is submitted, the request seeking proposals shall state that being local is a factor to be considered in determining the qualifications of the bidder. The proposals will be evaluated in accordance with an award criteria developed to determine the best qualified responsible, responsive bidder submitting a proposal. The Bidder's Certification for Local Preference Form shall be reviewed to determine whether the Eligible Local Bidder certification is compliant. Five percent (5%) of the points to be awarded to a bidder in an evaluation shall be awarded to each Eligible Local Bidder submitting a proposal. Once the best qualified responsible, responsive bidder submitting a proposal is determined, the price is then negotiated. If an agreement on the price does not occur, then the City will negotiate with the next best qualified responsible, responsive bidder submitting a proposal.

Although being local is a factor in determining the best qualified responsible, responsive bidder submitting a proposal, other factors such as specialized experience and expertise will be a component of the award criteria when determining the best qualified proposal.

At any time, all proposals may be rejected.

Section 8. Solicitation of Bids or Proposals.

Whenever bids or proposals are sought by directly contacting bidders for bids or proposals for a contract for which the provisions of the Local Preference Policy apply, the request for bids or proposals shall be posted on the City of Greenville's website. Notification of the request for bids or proposals shall also be provided to potential bidders having an office or store located within the corporate limits or extraterritorial jurisdictional area of the City of Greenville which have submitted a Bidder's Certification for Local Preference Form and which offer the item or service sought.

Section 9. False or Substantially Inaccurate or Misleading Certifications.


If at any time during or after the procurement process, the City determines that certifications or information in the Bidder's Certificate for Local Preference Form are false, substantially inaccurate or misleading, the City Manager or designee may:

- (1) Cancel the Eligible Local Bidder's contract and/or purchase order that was awarded based on the preference: The Eligible Local Bidder shall be liable for all costs it incurs as a result of the cancellation and all increased costs of the City that may be incurred by awarding the contract to the next lowest bidder;
- (2) Exclude the bidder from any preference in any future City bidding opportunities for a period of time determined by the City Manager or designee; and/or
- (3) Debar the bidder from doing business with the City for a period of time determined by the City Manager or designee.

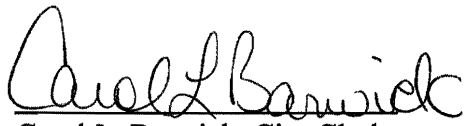
Section 2. That all resolutions and clauses of resolutions in conflict with this resolution are hereby repealed.

Section 3. That this resolution shall become effective for requests for bids or proposals issued on or after February 1, 2014.

This the 7th day of November, 2013.


Allen M. Thomas, Mayor

ATTEST:


Carol L. Barwick, City Clerk



RESOLUTION NO. 057-13
RESOLUTION ADOPTING THE CITY OF GREENVILLE
RETENTION OF PROFESSIONAL AND OTHER SERVICES POLICY

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENVILLE:

Section 1. That the City of Greenville Retention of Professional and Other Services Policy is hereby adopted, said policy to read as follows:

**CITY OF GREENVILLE RETENTION OF
PROFESSIONAL AND OTHER SERVICES POLICY**

SECTION 1. PURPOSE:

The purpose of this policy and procedure is to describe the formal and informal processes for retention of professional services and other service contracts by the City of Greenville.

SECTION 2. ORGANIZATIONS AFFECTED:

All Departments/Division

SECTION 3. POLICY:

3.1 The formal solicitation process shall apply to all professional and other services estimated to cost \$50,000 or more.

3.2. The informal solicitation process shall apply to all professional and other services estimated to cost more than \$5,000 but less than \$50,000.

3.3 All professional services contracts (greater than \$50,000) must be approved in advance by the City Manager.

3.4 Regardless of formal or informal solicitation process, service contracts up to \$100,000 are approved and executed by the City Manager while service contracts over \$100,000 require City Council approval and execution by the City Manager.

3.5 Formal solicitation processes should indicate the nature of the desired services and specify that these do not fall under the requirements of G.S. 143 or formal bids.

SECTION 4. DEFINITIONS:

4.1 Professional Services – Architectural, engineering, planning, design and other professional services of a consulting nature.

4.2 Other Service Contracts – Includes non-professional and those that are not of a consulting nature.

SECTION 5. FORMAL SOLICITATION PROCEDURES:

5.1 All formal solicitations of professional and other services greater than \$50,000 must be approved in advance by the City Manager.

5.2 Following authorization by the City Manager, a written request for proposals shall be developed by the department head or other individual as designated by the City Manager.

5.3 Requests for proposals shall be distributed to all identified service firms in the field of endeavor within the Greenville area (the corporate limits and extraterritorial jurisdictional area of the City of Greenville). If the department head believes that the type of service required is not available in the Greenville area, the Department Head will report to the City Manager on the type of services needed and why he/she believes no qualified firms are available in the Greenville area. The City Manager may authorize solicitation for proposals from a wider area as necessary to obtain proposals from qualified firms.

5.4 The request for proposals shall set a deadline for receipt for proposals, no earlier than two weeks for professional services and one week for other service contracts, from the date of distribution of the request and shall identify the individual(s) and office(s), including addresses, which are responsible for receiving the proposals.

5.5 The following elements shall be identified in the request for proposals as necessary items in any acceptable proposal:

5.5.1 A detailed description of previous similar projects including photographs and locations where applicable, costs, initiation and completion dates, and any special design considerations for the desired services including necessary preliminary studies;

5.5.2 Clients for whom similar services were provided and the appropriate individual who may be contacted as a representative of each client;

5.5.3 Services team composition with specific reference to individuals who would be associated with the team and their particular responsibilities

5.5.4 Time schedule with the firm can follow for initiation and for various stages through completion;

5.5.5 Proposed service fees (except for contracts governed by the provisions of Article 3D of Chapter 143 of the North Carolina General Statutes); and

5.5.6 Any special considerations of the project and any other pertinent date.

5.6 In evaluating proposals, a determination of the “qualified firm” will consider the following:

5.6.1 Qualifications of the project team members assigned to the project;

5.6.2 Time schedule for providing services;

5.6.3 The level of work performed by a project team on previous assignments which are generally similar to the proposed project; and,

5.6.4 Previous client satisfaction level.

5.7 The department head shall prepare a recommendation to the City Manager which includes the following:

5.7.1. A list of all firms to which the request for proposals were mailed.

5.7.2 A list of all firms submitting proposals.

5.7.3 A list of the top three firms and their location, with appropriate justification for each.

5.7.4 If the proposals received do not meet the requirements for the project, the department head recommendation shall state why this is the case and will propose an alternative for obtaining satisfactory proposals.

5.8 The approval process for selected service firms and the execution of related contracts is as follows:

Contracts Over \$100,000

5.8.1 City Manager shall consider the recommendation of the department and shall recommend selection of a firm to the City Council.

5.8.2 The City Council shall authorize the City Manager to negotiate an appropriate agreement, including service fees, with the selected firm.


5.8.2 The City Manager shall report on the negotiations to the City Council for final approval prior to awarding the contract for services.

5.8.4 Execution of the contract shall take place following the City Council approval and services shall be provided in accordance with the contract and pertinent City of Greenville Standard Procedures.

Section 2. That all resolutions and clauses of resolutions in conflict with this resolution are hereby repealed.

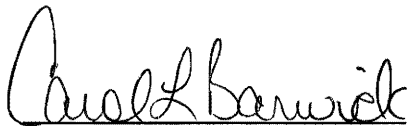
Section 3. That this resolution shall become effective for requests for proposals issued on or after February 1, 2014.

This the 7th day of November, 2013.



Allen M. Thomas, Mayor

ATTEST:



Carol L. Barwick, City Clerk



Eligible Local Bidder Directory as of February 2015

| <u>Company Name</u> | <u>DBA</u> | <u>Address</u> | <u>Zip</u> | <u>Phone</u> | <u>Fax</u> |
|------------------------------|-------------------------------|----------------------------|------------|--------------|--------------|
| Fastenal Company | | 2400 United Drive | 27834 | 252.931.9300 | 252.931.9301 |
| Barnes Motor & Parts | Napa Auto Parts of Greenville | 103 Trade Street | 27834 | 252.756.4191 | 252.756.6414 |
| Carquest Auto Parts | | 601 Greenville Blvd SW | 27834 | 252.353.1400 | 252.215.0130 |
| Signsmith | | 1709 Evans Street | 27834 | 252.752.4321 | 252.493.0006 |
| Phelps Chevrolet | | 3325 S Memorial Drive | 27834 | 252.756.2150 | 252.756.3210 |
| SDF Professional Computers | | 813 S Evans Street | 27834 | 252.752.3694 | 252.752.8109 |
| Service Plus Automotive | | 302 Spruce Street | 27834 | 252.752.6469 | 252.752.0660 |
| Wyly Landscape Architecture | | 111 Martinsborough Road | 27858 | 252.756.9757 | 252.756.7256 |
| Canady Tractor Trailer Parts | | 2405 United Drive | 27834 | 252.758.3033 | 252.758.2933 |
| Advance Auto Parts | | 1903 Greenville Blvd SE | 27858 | 252.931.9960 | 252.931.0445 |
| Auto Supply Company | | 210-C 14th Street | 27858 | 252.215.1235 | 252.215.1239 |
| Hastings Ford | | 3013 East 10th Street | 27858 | 252.758.0114 | 252.758.6086 |
| McGee Cadd | | 2095 S Evans Street | 27834 | 252.752.4400 | 252.752.0530 |
| Document Solutions East | | 1706 D East Arlington Blvd | 27858 | 252.321.7994 | 252.353.0690 |
| Interactive Mobile | Red Shark Digital | 1801 S. Charles Blvd | 27835 | 252.378.8487 | |
| Lionshare Enterprises | Fleet Windshield Repair | 1221 A Masters Lane | 27834 | 252.414.1071 | |

Eligible Local Bidder Directory as of February 2015

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|------------------------------------|-------------------|-----------------------------------|--------------------|--------------|
| Service Roofing & Sheet Metal | | 107 Staton Court | 27834 252.758.2179 | 252.830.9198 |
| Wireless Ventures | Amerizon Wireless | 506 W. 13th Street | 27834 252.215.1110 | 252.355.5946 |
| Mojo Sportswear | | 1016 Myrtle Street | 27834 252.758.4176 | 252.758.0075 |
| Electronic Solutions of Greenville | | 684 East Greenville Blvd. Suite C | 27858 252.848.4440 | 252.756.6707 |
| Burney and Burney Construction | | 3410 N. Memorial Drive | 27834 252.752.8000 | 252.752.9100 |
| The East Group | | 324 Evans Street | 27858 252.752.3746 | 252.830.3954 |
| BW Architecture | | 100A Oakmont Drive | 27858 252.355.1300 | |
| Central Heating & Air Conditioning | | 1100 South Evans Street | 27834 252.752.4187 | 252.752.4521 |
| PGProduction | | 924 Spring Forest Road, M1 | 27834 252.916.4725 | 800.758.0155 |
| Taff Office Equipment | | 226 West 8th Street | 27834 252.752.2175 | 252.758.1984 |
| Saffelle | | 825 Chesapeake Place | 27858 252.917.2207 | |
| Ark Consulting Group | | 3280 Charles Blvd. | 27858 252.558.0888 | 252.565.8839 |
| East Carolina Auto Truck Center | | 3401 S Memorial Drive | 27834 252.355.3333 | 252.317.2180 |
| Brock Contract Services | | 697 Parcel Drive | 27834 252-717-4455 | 252-355-4371 |
| WAC Corporation of Greenville | WAC Landscaping | 107-D Breezewood Drive | 27858 252.531.5090 | |
| HomeRun Construction | | 1528 Evans Street, Ste J-2 | 27834 252.752.1800 | 252.752.4344 |
| Hardee Body Shop | | 1100 L T Hardee Road | 27858 252.752.1783 | 252.439.1010 |

Eligible Local Bidder Directory as of February 2015

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|-------------------------|------------------------------|------------------------|--------------------|--------------|
| Wireless Communications | | 860 West Star Street | 27834 877.786.0891 | 252.756.8811 |
| D. Garris, Inc | Greenville Auto Body & Paint | 240 Pactolus Hwy | 27834 252.758.0070 | 252.758.2339 |
| C.H. Edwards | | 4005 S. Memorial Drive | 27890 252.756.8500 | 252.756.3884 |
| MDC Holdings LLC | Marine Systems Design | 100-C Staton Court | 27834 252.321.2770 | 509.275.0010 |
| Winterville Auto Repair | AAMCO | 4050 S. Memorial Drive | 28590 252.756.2111 | 252.756.9395 |
| WB Denton | | 1120 LT Hardee Road | 27858 252.714.6763 | 252.227.4319 |
| Buzzadelic LLC | | 1413 Evans St. Suite D | 27834 252.414.2369 | |
| Stroud Engineering | | 107-B Commerce Street | 27858 252.756.9352 | 252.756.2345 |