



## **Agenda**

### **Greenville City Council**

**January 11, 2021**

**6:00 PM**

**This meeting will be virtual and conducted via Zoom. See the City's website  
([www.greenvillenc.gov](http://www.greenvillenc.gov)) for details.**

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

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**I. Call Meeting To Order**

**II. Invocation - Council Member Bell**

**III. Pledge of Allegiance**

**IV. Roll Call**

**V. Approval of Agenda**

**VI. Public Comment Period**

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

**VII. Consent Agenda**

1. Resolution accepting dedication of rights-of-way and easements for Blackwood Ridge Phase 3, Woodridge Corporate Park Phase 3, and Savannah Place Section 4 Phase 1
2. Public art recommendation for the DownEast Sculpture Exhibition
3. Resolution for Issuance of Revenue Refunding Bonds, Greenville Utilities Commission Combined Enterprise System Revenue Bonds, Series 2021A
4. Consideration of Lease Agreement with EL Land, LLC
5. Renewal of Agreement with Greenville Auto Auction for the Sale of Surplus Vehicles
6. Resolution authorizing the filing of three applications to the U.S. Department of Homeland Security for the FY 2021 FEMA Building Resilient Infrastructure and Communities Grant Program for Stormwater Capital Projects
7. Purchase of replacement vehicle for the Public Works Department
8. Contract award to Pitt Country Mart Inc. to supply gasoline, diesel fuel, and diesel exhaust fluid (DEF) for regular and emergency use
9. Various tax refunds greater than \$100

**VIII. New Business**

10. Contract Award for Professional Services for Right-of-Way and Final Design on the BUILD Grant
11. Contract award for the 2021 Street Resurfacing Project and approval of Task Order #3 for the Construction Engineering and Inspection (CEI) and Construction Materials Testing (CMT) On-Call Contract
12. Contract award for the construction of Fire/Rescue #1 Apparatus Bay Expansion Project

**IX. City Manager's Report**

**X. Comments from Mayor and City Council**

**XI. Adjournment**



# City of Greenville, North Carolina

Meeting Date: 01/11/2021

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- Title of Item:** Resolution accepting dedication of rights-of-way and easements for Blackwood Ridge Phase 3, Woodridge Corporate Park Phase 3, and Savannah Place Section 4 Phase 1
- Explanation:** In accordance with the City's Subdivision Regulations, rights-of-way and easements have been dedicated for Blackwood Ridge Phase 3 (Map Book 85 at Page 186); Woodridge Corporate Park Phase 3 (Map Book 86 at Page 55); and Savannah Place Section 4 Phase 1 (Map Book 84 at Page 140). A resolution accepting the dedication of the aforementioned rights-of-way and easements is attached for City Council consideration. The final plats showing the rights-of-way and easements are also attached.
- Fiscal Note:** Funds for the maintenance of these rights-of-way and easements are included within the FY 2020-2021 budget.
- Recommendation:** City Council adopt the attached resolution accepting dedication of rights-of-way and easements for Blackwood Ridge Phase 3, Woodridge Corporate Park Phase 3, and Savannah Place Section 4 Phase 1.
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## ATTACHMENTS

- 📄 [ROW Resolution.pdf](#)
- 📄 [Blackwood Ridge Ph 3 FP-2020-12.pdf](#)
- 📄 [Woodridge Corporate Park Ph 3 FP-2020-30.pdf](#)
- 📄 [Savannah Place Sect 4 Ph 1- FP-2019-32.pdf](#)

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

WHEREAS, G.S. 160A-374 authorizes any City Council to accept by resolution any dedication made to the public of land or facilities for streets, parks, public utility lines, or other public purposes, when the lands or facilities are located within its subdivision-regulation jurisdiction; and

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

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

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

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

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

Savannah Place Section 4 Phase 1	Map Book 84 Page 140
Woodridge Corporate Park Phase 3	Map Book 86 Page 55
Blackwood Ridge Phase 3	Map Book 85 at Page 86

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

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

Adopted the 11<sup>th</sup> day of January, 2021.

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P. J. Connelly, Mayor

ATTEST:

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Valerie Shiuwegar, City Clerk

NORTH CAROLINA  
PITT COUNTY

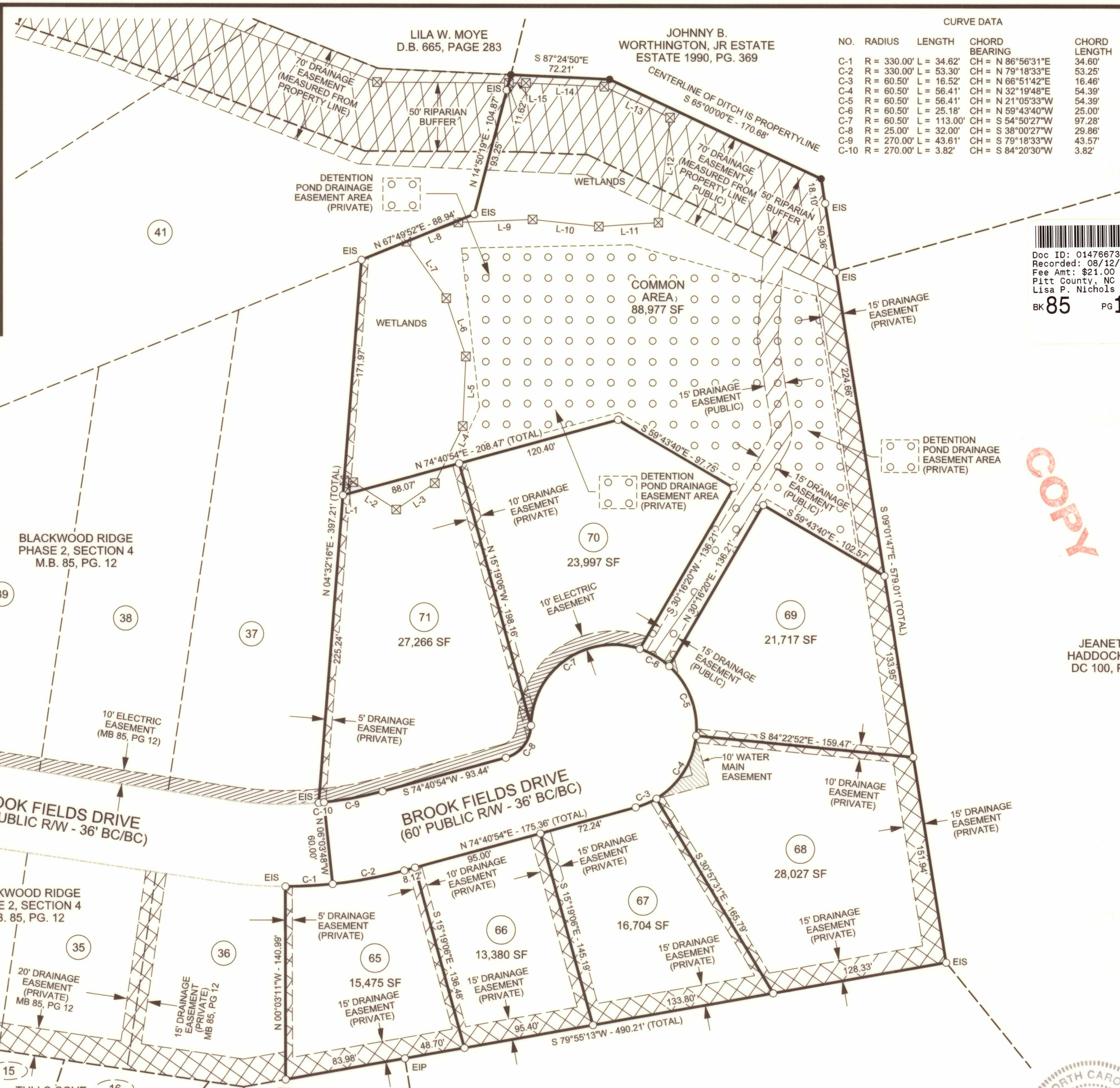
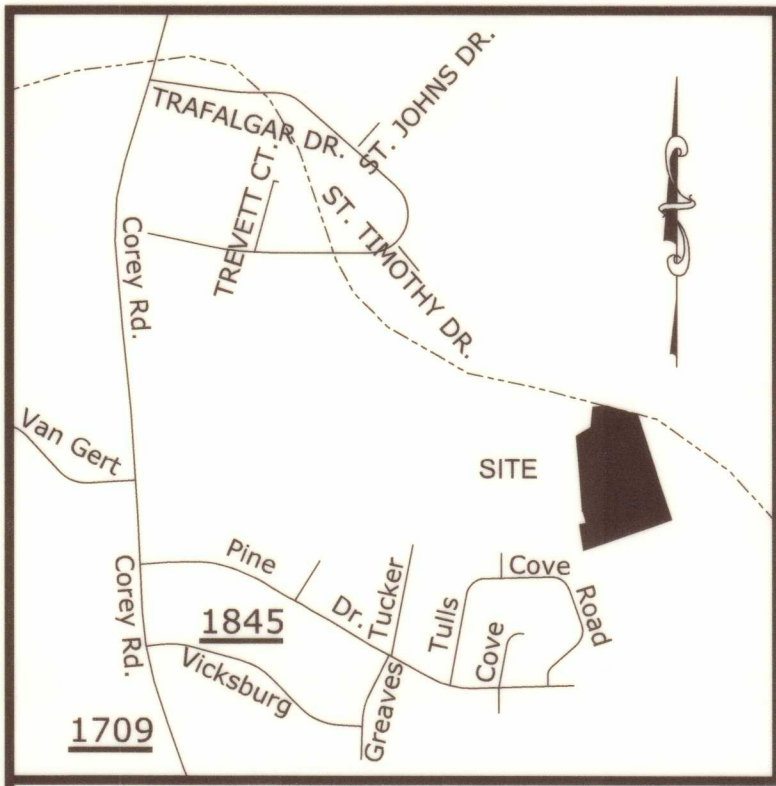
I, Camillia Smith, Notary Public for said County and State, certify that Valerie Shiuwegar personally came before me this day and acknowledged that she is the City Clerk of the City of Greenville, a municipality, and that by authority duly given and as the act of the municipality, the foregoing instrument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

WITNESS my hand and official seal this the 11<sup>th</sup> day of January, 2021.

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Notary Public

My Commission Expires:



### SITE DATA

AREA IN TOTAL TRACT.....	5.9162 ACRES
NUMBER OF LOTS CREATED.....	7
AREA IN COMMON AREA.....	2.0426 ACRES
AREA IN PARKS, RECREATION AND THE LIKE.....	0.00 ACRES

### CURVE DATA

NO.	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C-1	R = 330.00'	L = 34.62'	CH = N 86°56'31"E	34.60'
C-2	R = 330.00'	L = 53.30'	CH = N 79°18'33"E	53.25'
C-3	R = 60.50'	L = 16.52'	CH = N 66°51'42"E	16.46'
C-4	R = 60.50'	L = 56.41'	CH = N 21°05'33"W	54.39'
C-5	R = 60.50'	L = 25.18'	CH = N 59°43'40"W	25.00'
C-6	R = 60.50'	L = 113.00'	CH = S 54°50'27"W	97.28'
C-7	R = 25.00'	L = 32.00'	CH = S 38°00'27"W	29.86'
C-8	R = 270.00'	L = 43.61'	CH = S 79°18'33"W	43.57'
C-9	R = 270.00'	L = 3.82'	CH = S 84°20'30"W	3.82'

- ### NOTES:
- THE DESIGNATION NOTED OVER WATER, SANITARY SEWER, GAS OR ELECTRIC LINES ARE FOR THE PURPOSE OF ESTABLISHING THE WIDTH OF SAID EASEMENTS. THE EASEMENTS SHOWN ARE NOT EXCLUSIVE AND WILL PERMIT THE FUTURE INSTALLATION OF WATER, SANITARY SEWER, GAS AND ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS.
  - THIS PROPERTY IS NOT LOCATED WITHIN A 100 YEAR FLOOD PLAIN AS PER FEMA PANEL NUMBER 3720468500K, DATED JULY 7, 2014.
  - NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS, MATERIALS AND SURFACES, INCLUDING BUT NOT LIMITED TO PRINCIPAL AND ACCESSORY STRUCTURES AND ADDITIONS OR APPURTENANCES THERETO, SIGNAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, CANOPIES, ANTENNAS, MASTS, AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE COLLECTION CONTAINERS, MAIL RECEPTACLES AND IMPERVIOUS SURFACES, SHALL ENCRUCH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR WRITTEN APPROVAL OF THE CITY OF GREENVILLE.
  - THE WETLAND DELINEATION WAS COMPLETED BY ENVIRONMENTAL AND SOIL SERVICE INC. AND WAS APPROVED BY THE US ARMY CORPS OF ENGINEERS USACE ACTION ID NO SAW-2015-00326 BY KYLE BARNES DATED 4/02/2015.
  - MAINTENANCE OF COMMON AREAS, STORMWATER DETENTION POND AND PRIVATE DRAINAGE EASEMENTS ARE BY THE HOMEOWNERS ASSOCIATION.
  - ALL EASEMENTS ARE CENTERED ON UTILITIES AS INSTALLED.
  - ALL TEMPORARY WATER MAIN EASEMENTS, TEMPORARY SANITARY SEWER MAIN EASEMENTS AND THE TEMPORARY HAMMERHEAD TURN AROUND EASEMENT LOCATED AT THE END OF BROOK FIELDS DRIVE WILL BE ABANDONED UPON THE RECORDATION OF THE MAP FOR RECORD FOR THE FUTURE DEVELOPMENT/EXTENSION OF THE PUBLIC RW OF BROOK FIELDS DRIVE.

Doc ID: 014766730001 Type: CRP  
 Recorded: 08/12/2020 at 02:37:57 PM  
 Fee Amt: \$21.00 Page 1 of 1  
 Pitt County, NC  
 Lisa P. Nichols REG OF DEEDS  
 BK 85 PG 186

COPY

JEANETTE E. HADDOCK HEIRS  
 DC 100, PG. 465

### WETLANDS AREAS

WETLANDS PHASE 3

LINE	BEARING	LENGTH
L-1	S 79°43'15"E	6.74'
L-2	S 57°37'58"E	37.00'
L-3	N 56°01'54"E	34.23'
L-4	N 26°06'29"E	46.31'
L-5	N 02°36'56"E	50.93'
L-6	N 18°36'46"W	44.70'
L-7	N 35°13'38"W	50.45'
L-8	N 69°35'03"E	40.49'
L-9	N 87°38'22"E	54.24'
L-10	S 83°55'41"E	48.68'
L-11	N 86°10'57"E	43.67'
L-12	N 06°21'26"E	76.88'
L-13	N 65°00'00"W	53.13'
L-14	N 87°24'50"W	57.20'
L-15	N 89°47'02"W	12.55'

### LEGEND

- NEW IRON STAKE (UNLESS OTHERWISE NOTED)
- NO POINT SET
- WETLANDS POINT
- EXISTING IRON PIPE (EIP)
- EXISTING IRON STAKE (EIS)
- PUBLIC DRAINAGE EASEMENT
- PRIVATE DRAINAGE EASEMENT

SHEET 1 OF 1

MAP FOR RECORD

## BLACKWOOD RIDGE, PHASE 3

A PORTION OF THE PROPERTY RECORDED IN DEED BOOK 3507, PAGE 505 AND ALL OF THE PROPERTY RECORDED IN DEED BOOK 3727, PGAE 85 OF THE PITT COUNTY REGISTRY

GREENVILLE WINTERVILLE TOWNSHIP PITT COUNTY NORTH CAROLINA

GRAPHIC SCALE 1" = 60'

DEED BOOK 3507, PAGE 505  
 DEED BOOK 3727, PAGE 85

### SOURCE OF TITLE

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

DEED BOOK 3507, PAGE 505  
 DEED BOOK 3727, PAGE 85

### OWNER'S STATEMENT

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

OWNER: *[Signature]*

OWNER SWORN AND SUBSCRIBED BEFORE ME THIS 3RD DAY OF AUGUST, 2020.

NOTARY PUBLIC: *[Signature]*  
 MY COMMISSION EXPIRES: 1/18/22

### APPROVAL

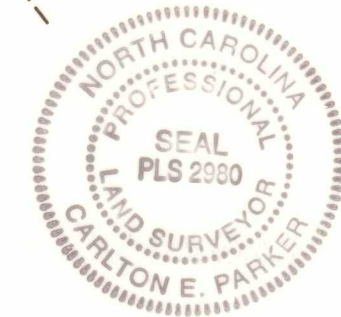
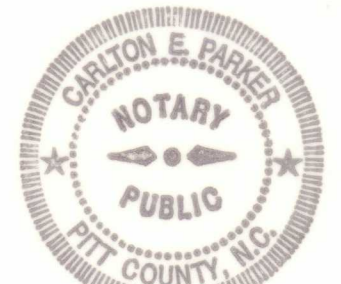
THIS FINAL PLAT NUMBER 20-12 WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE ON THE 27th DAY OF July, 2020.

SIGNED: *[Signature]*  
 CITY PLANNER

### DEDICATION

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

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



I HEREBY CERTIFY THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES SUBDIVISIONS.

*[Signature]*  
 CARLTON E. PARKER

I, CARLTON E. PARKER CERTIFY THAT THIS MAP WAS DRAWN BY ME OR UNDER MY SUPERVISION FROM AN ACTUAL SURVEY BY ME OR UNDER MY SUPERVISION, THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION AS SHOWN ON PLAT. THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS

3RD DAY OF AUGUST A.D., 2020.

*[Signature]*  
 CARLTON E. PARKER L-2980

*[Signature]*  
 REVIEW OFFICER OF PITT COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED, MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

*[Signature]* 7/27/20  
 REVIEW OFFICER DATE

OWNER: BLACKWOOD, PARROTT & ROBERSON, LLC  
 ADDRESS: P.O. BOX 20157 GREENVILLE, NC 27858  
 PHONE: (252) 531-5824

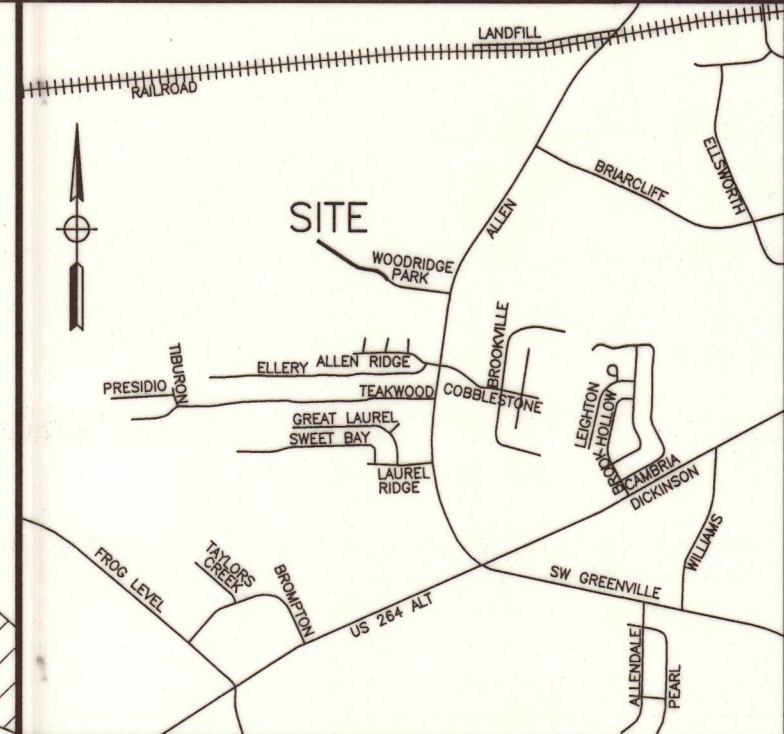
MALPASS & ASSOCIATES  
 (NC LICENSE NUMBER C-1289)  
 1645 E. ARLINGTON BLVD., SUITE D GREENVILLE, N.C. 27858  
 (252) 756-1780

SURVEYED: CEP APPROVED: CEP  
 DRAWN: WCO DATE: 12/18/19  
 CHECKED: CEP SCALE: 1" = 60'

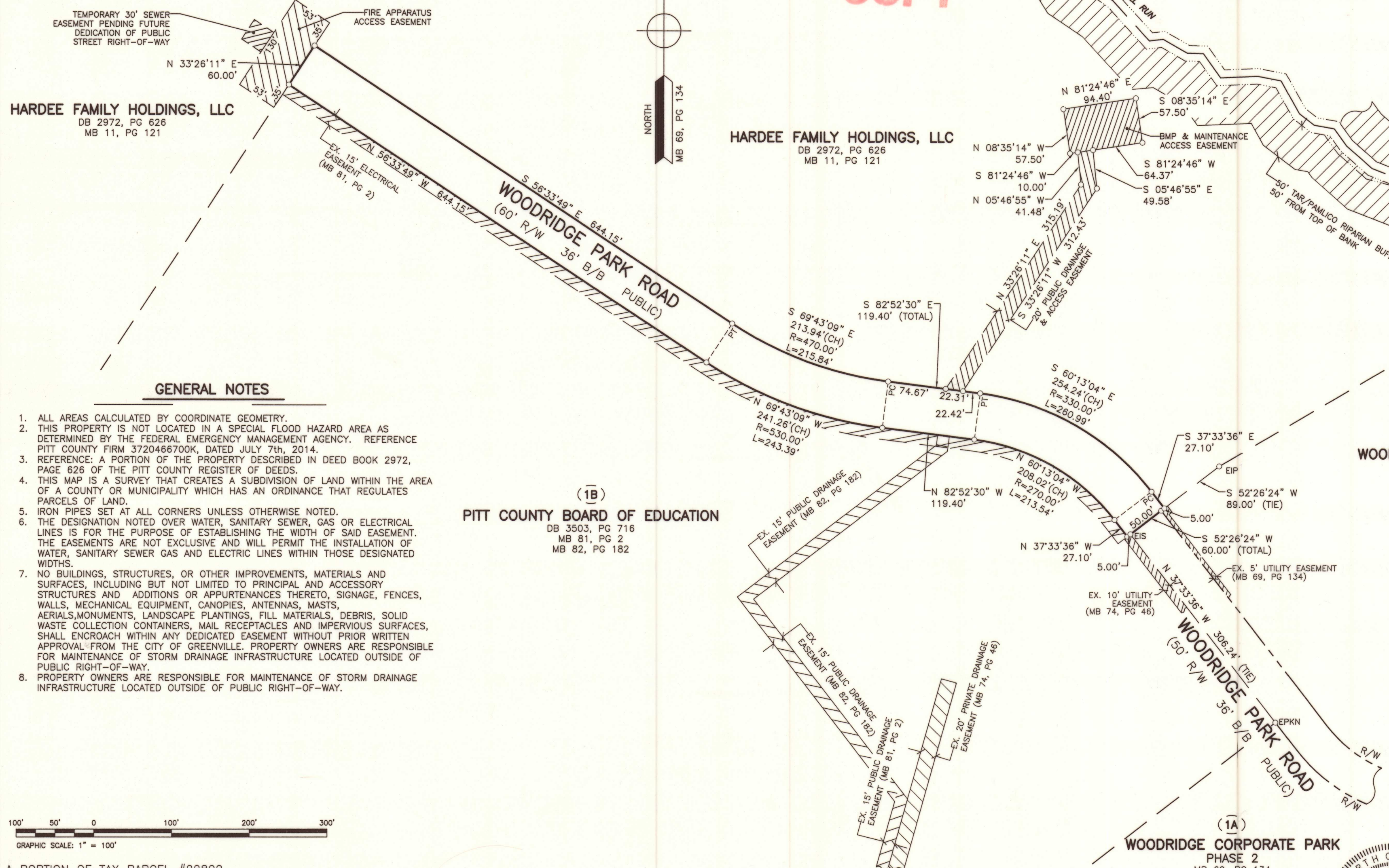
**SITE DATA**

TOTAL AREA . . . . . 1.732 ACRES  
 NUMBER OF LOTS CREATED . . . . . 0  
 AREA IN COMMON AREA . . . . . 0 S.F.  
 AREA IN PARKS, RECREATION AREAS  
 CEMETERIES AND THE LIKE . . . . . 0 S.F.

Doc ID: 014875030001 Type: CRP  
 Recorded: 11/24/2020 at 11:05:04 AM  
 Fee Amt: \$21.00 Page 1 of 1  
 Pitt County, NC  
 Lisa P. Nichols REG OF DEEDS  
**BK 86 PG 55**

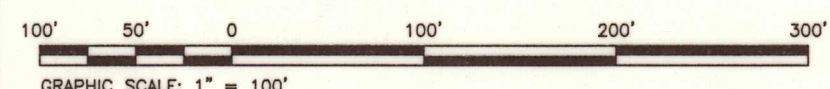


SCALE: 1" = 1000'  
**VICINITY MAP**



**GENERAL NOTES**

- ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
- THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. REFERENCE PITT COUNTY FIRM 3720466700K, DATED JULY 7th, 2014.
- REFERENCE: A PORTION OF THE PROPERTY DESCRIBED IN DEED BOOK 2972, PAGE 626 OF THE PITT COUNTY REGISTER OF DEEDS.
- THIS MAP IS A SURVEY THAT CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY WHICH HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.
- IRON PIPES SET AT ALL CORNERS UNLESS OTHERWISE NOTED.
- THE DESIGNATION NOTED OVER WATER, SANITARY SEWER, GAS OR ELECTRICAL LINES IS FOR THE PURPOSE OF ESTABLISHING THE WIDTH OF SAID EASEMENT. THE EASEMENTS ARE NOT EXCLUSIVE AND WILL PERMIT THE INSTALLATION OF WATER, SANITARY SEWER GAS AND ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS.
- NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS, MATERIALS AND SURFACES, INCLUDING BUT NOT LIMITED TO PRINCIPAL AND ACCESSORY STRUCTURES AND ADDITIONS OR APPURTENANCES THERETO, SIGNAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, CANOPIES, ANTENNAS, MASTS, AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE COLLECTION CONTAINERS, MAIL RECEPTACLES AND IMPERVIOUS SURFACES, SHALL ENCROACH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR WRITTEN APPROVAL FROM THE CITY OF GREENVILLE. PROPERTY OWNERS ARE RESPONSIBLE FOR MAINTENANCE OF STORM DRAINAGE INFRASTRUCTURE LOCATED OUTSIDE OF PUBLIC RIGHT-OF-WAY.
- PROPERTY OWNERS ARE RESPONSIBLE FOR MAINTENANCE OF STORM DRAINAGE INFRASTRUCTURE LOCATED OUTSIDE OF PUBLIC RIGHT-OF-WAY.



A PORTION OF TAX PARCEL #22802  
 TAX MAP #4667-33-4669

FINAL PLAT SHEET 1 OF 1

**WOODRIDGE CORPORATE PARK**  
 PHASE 3  
 REFERENCE: BEING A PORTION OF THE PROPERTY DESCRIBED IN DEED BOOK 2972, PAGE 626 OF THE PITT COUNTY REGISTER OF DEEDS  
 ARTHUR TOWNSHIP, PITT COUNTY, N.C.

OWNER: HARDEE FAMILY HOLDINGS, LLC  
 ADDRESS: 1156 AUTUMN LAKES DRIVE  
 GRIMESLAND, NC 27837  
 PHONE: (252) 752-7921

**Baldwin Design Consultants, PA**  
 ENGINEERING - SURVEYING - PLANNING  
 1700-D EAST ARLINGTON BOULEVARD  
 GREENVILLE, NC 27858 252.756.1390

LICENSE # C-3498	SURVEYED: JP	APPROVED: MWB
	DRAWN: JGG/MAH	DATE: 09/04/2020
	CHECKED: MWB	SCALE: 1" = 100'

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

DEED BOOK 2972 PAGE 626  
 DEED BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
 DEED BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

NO REGISTRATION NO. L-3082

**OWNERS STATEMENT**  
 THIS IS EVIDENCE THAT THIS SUBDIVISION IS MADE AT THE REQUEST OF

*Sen R. Hardee*  
 SWORN AND SUBSCRIBED BEFORE ME THIS 23rd DAY OF November, 2020.

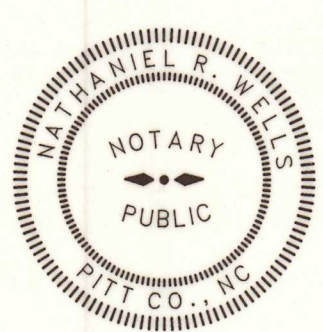
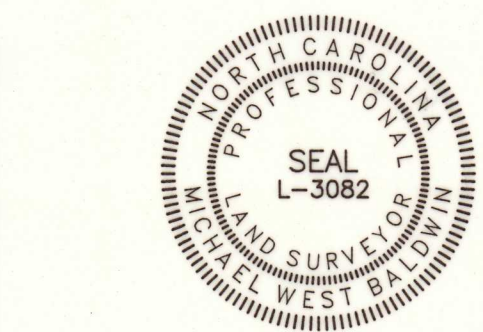
NOTARY PUBLIC  
 MY COMMISSION EXPIRES: 08/21/2024

**APPROVAL**  
 THIS FINAL PLAT NO. 20-30 WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE THE 11th DAY OF November, 2020.

SIGNED: *[Signature]*  
 CITY PLANNER

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

SIGNED: *Sen R. Hardee*  
 ATTEST: *[Signature]*



**CERTIFICATION**  
 I, MICHAEL W. BALDWIN CERTIFY THAT UNDER MY DIRECT SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 2972, PAGE 626, ETC.) (OTHER); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK PAGE \_\_\_\_\_; THAT THE RATIO OF PRECISION AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10,000; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH GS 41-30 AS AMENDED. WITNESSE MY HAND AND SEAL THIS 4th DAY OF SEPTEMBER, 2020.

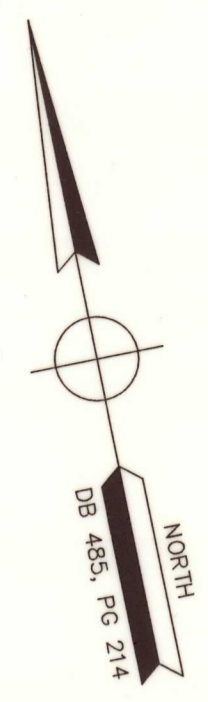
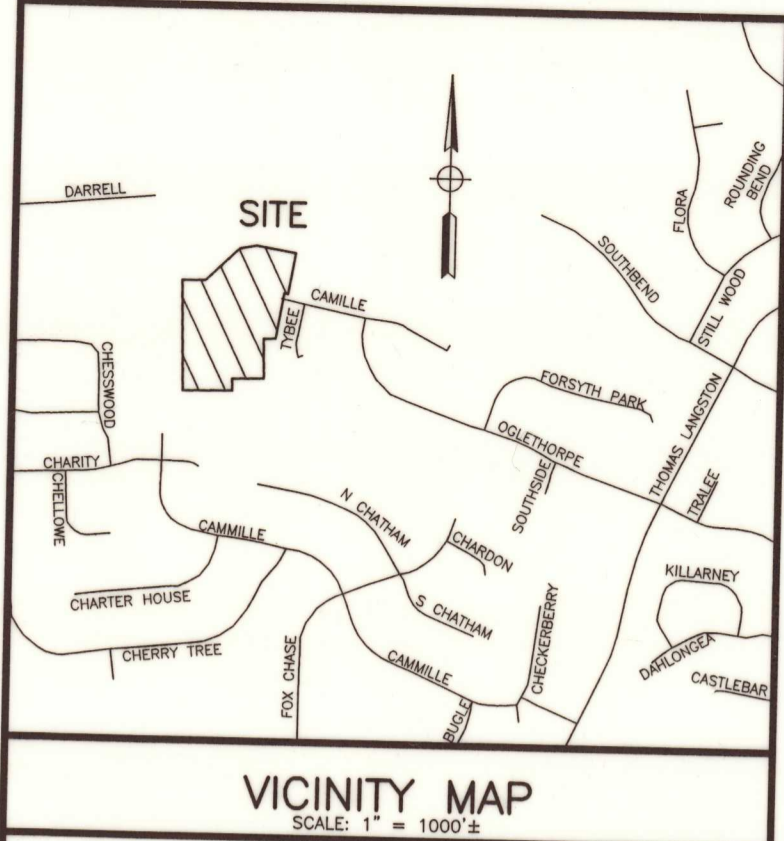
SIGNATURE: *[Signature]*  
 REGISTRATION NO. L-3082

**REVIEW OFFICER'S CERTIFICATE**  
 REVIEW OFFICER OF PITT COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

*Bradleigh Scavron*  
 REVIEW OFFICER DATE: 11/24/20

**CLOSURE CHECK BOUNDARY**  
 CHECKED: JGG DATE: 09/04/2020

Y:\DRAWINGS\2015 Drawings\15-132 WOODRIDGE CORP PARK-HARDEE FAMILY SHEETS\FINAL PLAT.dwg Fri, Nov 13, 2020-7:32am JGETSINGER



Doc ID: 014474650001 Type: CRP  
 Recorded: 09/04/2019 at 04:04:21 PM  
 Fee Amt: \$21.00 Page 1 of 1  
 Pitt County, NC  
 Lisa P. Nichols REG OF DEEDS  
 BK 84 Pg 140

**COPY**

**C/L CURVE DATA**

**CURVE "A"**  
 R= 225.00'  
 L= 161.99'  
 CH= 158.51'  
 BRG= N 68°56'16" E

**C/L CURVE DATA**

**CURVE "B"**  
 R= 175.00'  
 L= 159.89'  
 CH= 1154.38'  
 BRG= N 74°29'12" E

**SITE DATA**

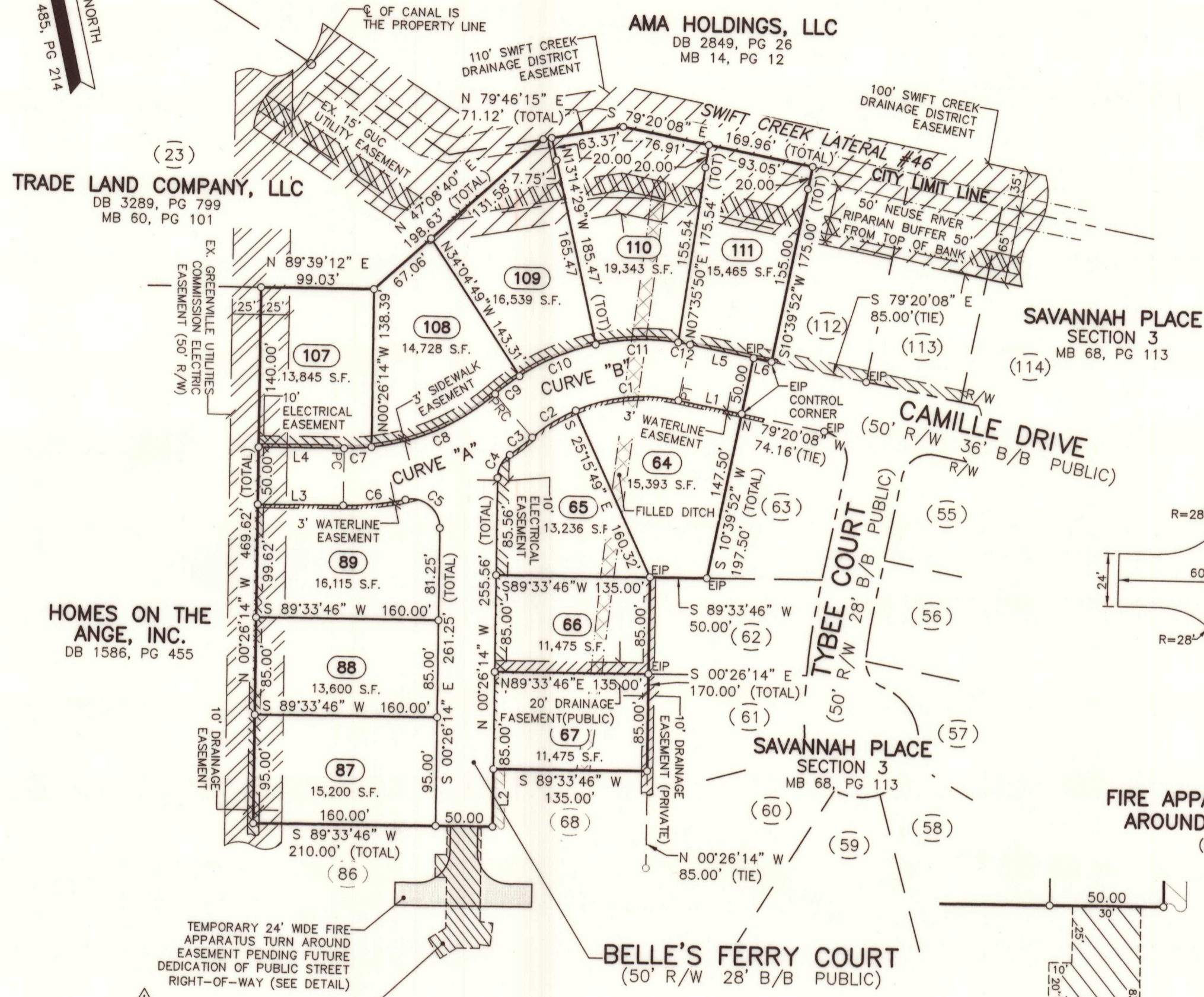
TOTAL AREA	4.928 ACRES
NUMBER OF LOTS CREATED	12
AREA IN COMMON AREA	0
AREA IN PARKS, RECREATION AREAS, CEMETERIES AND THE LIKE	0

**LEGEND**

- EIP = EXISTING IRON PIPE
- R/W = RIGHT-OF-WAY
- B/B = BACK OF CURB
- TO BACK OF CURB
- CH = CHORD
- PC = POINT OF CURVATURE
- PT = POINT OF TANGENCY
- PRC = POINT OF REVERSE CURVATURE

**GENERAL NOTES**

- ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
- THIS MAP IS OF A SURVEY THAT CREATES A SUBDIVISION OF LAND WITHIN A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.
- THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY FEDERAL EMERGENCY MANAGEMENT AGENCY. REF: FIRM 3720467600K, DATED JULY 7, 2014.
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- IRON PIPES SET AT ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.
- NO POINTS SET IN CENTERLINE OF CANAL.
- PRIVATE DRAINAGE EASEMENTS TO BE MAINTAINED BY HOMEOWNER'S ASSOCIATION.

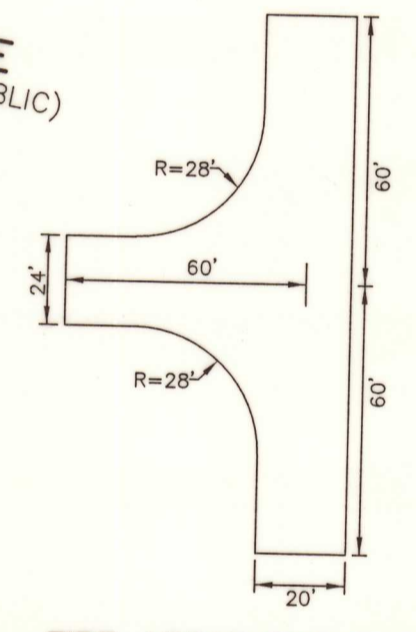


**LINE TABLE**

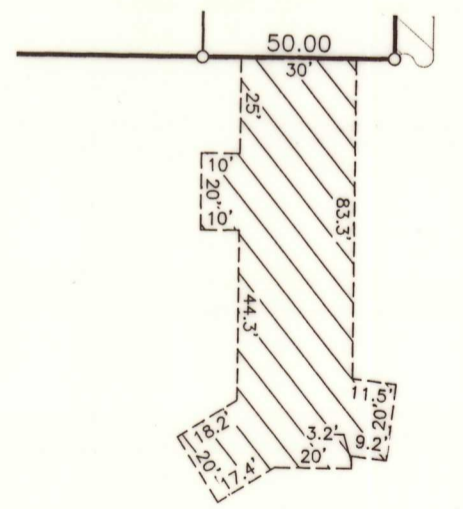
COURSE	BEARING	DISTANCE
L1	S 79°20'08" E	56.85'
L2	S 00°26'14" E	50.40'
L3	N 89°33'46" E	75.00'
L4	S 89°33'46" W	75.00'
L5	N 79°20'08" W	56.86'
L6	N 79°20'08" W	16.12'

**CURVE TABLE**

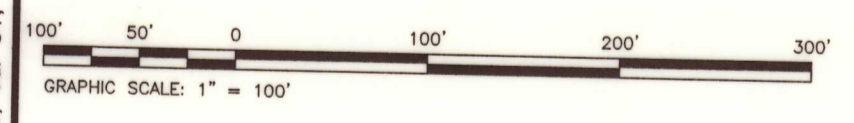
CURVE	BEARING	CHORD	RADIUS	LENGTH
C1	N 83°06'10" E	90.50'	150.00'	91.93
C2	N 56°55'45" E	44.95'	150.00'	45.11
C3	N 51°08'55" E	24.74'	250.00'	24.75
C4	N 26°46'25" E	22.86'	25.00'	23.75
C5	S 51°44'18" E	39.02'	25.00'	44.77
C6	N 83°15'42" E	54.88'	250.00'	54.99
C7	S 86°06'43" W	24.08'	200.00'	24.09
C8	S 65°29'13" W	118.11'	200.00'	119.90
C9	S 52°06'59" W	26.53'	200.00'	26.55
C10	S 66°20'21" W	72.34'	200.00'	72.74
C11	S 87°10'40" W	72.34'	200.00'	72.74
C12	N 80°52'17" W	10.69'	200.00'	10.69



**FIRE APPARATUS TURN AROUND EASEMENT (N.T.S.)**



**TEMPORARY SANITARY SEWER EASEMENT (SCALE: 1" = 50')**



PARCEL# 85364  
 TAX MAP# 4666-52-9741  
**FINAL PLAT SHEET 1 OF 1**

**SAVANNAH PLACE**  
 SECTION 4 PHASE 1  
 REFERENCE: DEED BOOK 1586, PAGE 455 OF PITT COUNTY REGISTER OF DEEDS  
 GREENVILLE, WINTERVILLE TOWNSHIP, PITT COUNTY, NC

OWNER: HOMES ON THE ANGE, INC.  
 ADDRESS: 226 COMMERCE STREET GREENVILLE, NC 27889  
 PHONE: (252) 756-3500

**Baldwin Design Consultants, PA**  
 LICENSE# C-3498  
 ENGINEERING - LAND PLANNING - SURVEYING  
 1700-D EAST ARLINGTON BOULEVARD GREENVILLE, NC 27858 252.756.1390

SURVEYED: BW	APPROVED: MWB
DRAWN: MAH	DATE: 07/10/19
CHECKED: MWB	SCALE: 1" = 100'

**SOURCE OF TITLE**  
 THIS IS TO CERTIFY THAT THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLE(S) OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY REGISTRY AT GREENVILLE, NORTH CAROLINA IS:  
 DEED BOOK 1586 PAGE 455  
 DEED BOOK 1586 PAGE 455  
 DEED BOOK 1586 PAGE 455  
 NC REGISTRATION NO. L-3082

**OWNERS STATEMENT**  
 THIS IS EVIDENCE THAT THIS SUBDIVISION IS MADE AT THE REQUEST OF  
 [Signature]  
 SWORN AND SUBSCRIBED BEFORE ME THIS 18 DAY OF August, 2019.  
 [Signature]  
 NOTARY PUBLIC  
 MY COMMISSION EXPIRES: 05/13/2020

**APPROVAL**  
 THIS FINAL PLAT NO. 19-32 WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE THE 4 DAY OF September, 2019.  
 SIGNED [Signature]  
 CITY PLANNER

**DEDICATION**  
 THE UNDERSIGNED HEREBY ACKNOWLEDGES THIS PLAT AND ALLOTMENT TO BE ITS FREE ACT AND DEED, AND HEREBY DEDICATES TO PUBLIC USE AS STREETS, PARKS, PLAYGROUNDS, OPEN SPACES AND EASEMENTS FOREVER ALL AREAS AS SHOWN OR SO INDICATED ON SAID PLAT.  
 SIGNED [Signature]  
 ATTEST [Signature]

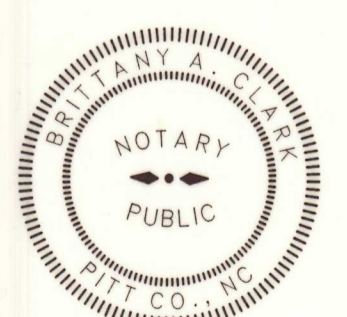
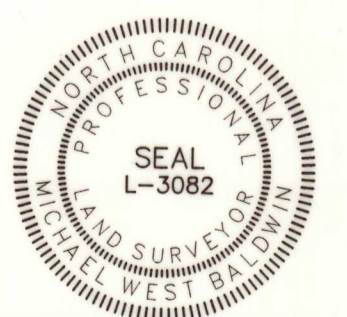
**CLOSURE CHECK LOT**

CHECKED: MAH	DATE: 07/10/19
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**CLOSURE CHECK BOUNDARY**

CHECKED: MAH	DATE: 07/10/19
--------------	----------------

REVISD: 07/30/19 (CITY COMMENTS)(MAH)  
 ADDED TEMPORARY SAN. SEWER EASEMENT



**CERTIFICATION**  
 I, MICHAEL W. BALDWIN CERTIFY THAT UNDER MY DIRECT SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 1586, PAGE 455, ETC.) (OTHER); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK 214, PAGE 485; THAT THE RATIO OF PRECISION IS CALCULATED BY THE METHOD OF LEAST SQUARES IN ACCORDANCE WITH GS 47-30 AS AMENDED. WITNESS MY HAND AND SEAL THIS 10th DAY OF JULY, 2019.  
 SIGNED [Signature]  
 REGISTRATION NO. L-3082

**REVIEW OFFICER'S CERTIFICATE**  
 Chantae Y Gooby  
 REVIEW OFFICER OF PITT COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.  
 Chantae Y Gooby 9/14/2019  
 REVIEW OFFICER DATE

Y:\DRAWINGS\SAVANNAH PLACE\SEC 4\SHEETS\FINAL PLAT.dwg Wed, Jul 31, 2019-12:23pm RWELLS





City of Greenville,  
North Carolina

Meeting Date: 01/11/2021

- 
- Title of Item:** Public art recommendation for the DownEast Sculpture Exhibition
- Explanation:** The Pitt County Arts Council at Emerge issued a Request for Proposals for the DownEast Sculpture Exhibition. After review of all submitted proposals, the DownEast Sculpture subcommittee recommends that City Council approve six sculptures to be placed on City property.
- Fiscal Note:** No fiscal impact.
- Recommendation:** Approval of proposed public art project.
- 

ATTACHMENTS

 [PCAC\\_DOWNEAST SCULPTURE RECOMMENDATION\\_REVISIED\\_2021.pdf](#)



PITT COUNTY  
**ARTS**  
COUNCIL AT  
EMERGE

**CIVIC ARTS COMMITTEE  
RECOMMENDATION FOR PUBLIC ART  
PLACEMENT ON PUBLIC PROPERTY**

REQUESTED

AGENDA DATE: January 11, 2021

PROJECT:

DownEast Sculpture Exhibition on City Property, 6 sculptures  
Donation of Sculpture to be placed on the Greenway

LOCATION:

Cotanche/Reade, City Hall, Town Common, Greenway at Jarvis,  
Greenway at Stancil, and Greenway at Elm Street; Donation will  
go on Greenway by Dog Park

TYPE OF ART:

Large scale sculpture

PROJECT TYPE:

Commission  RFP  RFQ  Community  
 Donation  Competition

ARTIST AND  
TITLE:

Hanna Jubran, "Trinity" at Reade/Cotanche  
Matthew Duffy, "Loly-Poly Open Heart" at City Hall  
Andrew Woodard, "Moonlit Butterfly Habitat" at Town Common  
Carl Billingsley, "Iron Circle #7" on Greenway at Jarvis Street  
Matt Amante, "Con-Con" on Greenway at Stancial Street  
(Abbi Ruppert's "Revival" was the original recommendation. It is no longer available)  
Matthias Neumann, "Basics" on Greenway at Elm Street

Jonathan Bowling, Donation for Dillon Boswell near Dog Park

PROJECT  
STATEMENT:

This is a competition with only visual entries and no statements

SIZE ESTIMATE:

Sizes vary from 4' to 17.5' in height.

SELECTION  
PROCESS:

This is a national competition/RFP process posted on a national call for entries platform. There were 98 entries from across the country. Jurors Tom Drugan and Laura Haddad have reduced the list to 20 acceptable entries. The DownEast/ Greenway Sculpture subcommittee was formed to review any logistic issues and made their recommendations on 11/30/2020. The Civic Arts Committee approved these recommendations on 12/01/2020.

SUBCOMMITTEE: Sharon Rhue, Matt Amante, Devinder Culver, Michael Cowin, Kevin Heifferon, Gary Fenton, Don Octigan, Mark Nottingham, Holly Garriott

COMMITTEE'S  
COMMENTS:

The DownEast Outdoor Sculpture Exhibition is a national juried art competition that was started 15 years ago, in 2006, as a joint exhibition between Emerge Gallery, the City of Greenville and East Carolina University Student Galleries. This is a year-long exhibition of large scale outdoor sculpture, that has now grown to a total of 16 sculptures throughout Pitt County. Placements include the City of Greenville, East Carolina University, Greenville Museum of Art, Wahl Coates School of the Arts, the Town of Winterville, and the Town of Farmville. The sculptures rotate annually from March to February, with new sculptures being chosen each year. This is a competition, as a national Request for Proposals is posted on a call for entries platform, where artists will enter their completed sculptures for consideration to be “leased” and put on exhibit for a year. This years jurors Tom Drugan and Laura Haddad chose the sculptures that are acceptable for the exhibit, and will be prioritizing the list with prizes for the top three sculptures. The DownEast Sculpture Subcommittee supervised the recommendations that were then finalized by the Civic Arts Committee for the placement of 6 sculptures in the City of Greenville on public property. All sculptures were chosen for their artistic merit and suitability to the environment and size of the sculpture pad for each location. “Loly-Poly Open Heart” by Matthew Duffy in front of City Hall has been leased for an additional year because of the extreme interest from the Greenville community.

The committee also recommends the placement of a sculpture by Jonathan Bowling that has been donated in memory of Dillon Boswell by family members and friends to be placed next to the Greenway near the Dog Park.

SURFACE/  
MATERIALS:

All sculptures will be placed on concrete pedestals, with the exception of one sculpture that will be placed on level ground. Exterior grade materials and confirmation of stable construction is required. All sculptures and installations are completed by artists and overseen by Recreation and Parks and/or Public Works staff.

IMPLEMENTATION

TIMEFRAME: February 2021 – February 2022 for DownEast Sculptures

Permanent acquisition of Jonathan Bowling’s sculpture in memory of Dillon Boswell

STAKEHOLDERS/  
PARTNERS/

SUPPORTERS: For the 6 placements on City of Greenville Property:  
Pitt County Arts Council at Emerge  
City Department Liaisons: City of Greenville Recreation and  
Parks Department and City of Greenville Public Works  
Department

For the Jonathan Bowling sculpture:  
Family and friends of Dillon Boswell

PROJECT

BUDGET: \$40,000

COST TO CITY: \$20,000 (already listed in approved 20-21 City budget)  
In-kind services: Construction of 2 new concrete pedestals

FUNDED BY:

City of Greenville  
Pitt County Arts Council at Emerge  
East Carolina University Student Galleries  
Town of Winterville  
Town of Farmville  
Greenville Museum of Art  
Wahl-Coates School of the Arts

IMPLEMENTATION

PROCESS: All artists are required to install and remove their own sculptures.  
In mid-late February artists from last year's exhibition will remove  
their work, and in late February, the new sculptures will be  
installed by the artists. Recreation & Parks and/or Public Works  
staff will supervise.

MAINTENANCE: No maintenance should be required. If needed, the artists will be  
notified to conduct any maintenance.

CIVIC ARTS

RECOMMENDS: It is the recommendation of the Civic Arts Committee to approve  
the selection of the 6 sculptures on City property as part of the  
DownEast Sculpture Exhibition and to accept the donation of  
the Jonathan Bowling sculpture in memory of Dillon Boswell.

ATTACHMENTS: Images of 6 sculptures from the DownEast Sculpture Exhibition.  
Image of donation of sculpture by Jonathan Bowling in memory  
of Dillon Boswell.  
Alternative Choices  
Map of Locations



"Trinity"  
Hanna Jubran and Jodi Hollnagel-Jubran  
17.5'x6'x7'  
Steel, Stainless Steel, Paint  
Grimesland, NC  
Location: Reade/Cotanche in front of Chico's



“Low-Poly Open Heart”  
Matthew Duffy  
Washington, DC  
5’x2’x2’

Welded Laser-Cut Aluminum Diamond Plate, Tractor Paint  
Location: City Hall (will be leasing for an additional year)



Andrew Woodard  
"Moonlit Butterfly Habitat"  
9.5'x4'x2'

Welded Painted Steel, 3D Printed ABS, Glowing Varnish  
Cedar Crest, New Mexico  
Location: Town Common



Carl Billingsley  
"Iron Circle #7"  
7'x4'x2'  
Cast Iron & Steel  
Greensboro, North Carolina  
Location: Greenway Access at Jarvis Street





Matt Amante  
"Con-Con"  
74"x30"x18"  
Painted Steel  
Winterville, NC

Location: Greenway Access at Stancil Drive

\*\*\*This is an alternative as Abbi Ruppert's "Revival" is now unavailable



Matthius Neumann  
"Basics #44"  
5'x20'x4'  
Wood (2x4's)  
Brooklyn, New York  
Location: Greenway Access at Elm Street



"In Memory of Dillon Boswell"

Jonathan Bowling

4'x4'x2'

steel, found objects

Location: Greenway near the Dog Park next to the bench donated in memory of Dillon

### Alternative Choices

There are times that artists are unable to wait this lengthy time for our acceptance and have to commit to other competitions or obligations.

\*\*\*“Bait Ball,” one of our original recommendations is now unavailable, and “Con-Con” will now be placed at the Stancil Drive access of the Greenway, as Abbi Ruppert’s “Revival: Is no longer available. If this occurs again with any of our initial recommended pieces here are our alternative recommendations:



“Industrial Oaf\_Meaningful Scoop”  
Kevin Vanek  
7’x5x2’  
Painted Steel  
Euclid, OH



“Ian’s Hammer”  
Kyle Lusk  
16’x4’x2’  
Corten Steel  
Brevard, NC



“Someone’s Guardian Angel #2”  
Jessica Bradsher  
8’x6.5’x5’  
Steel and Wood

# Greenville, NC

## 6 Locations for DownEast Sculpture Exhibition



Reade/Cotanche, in front of Chicos

City Hall

Town Common, between parking lot and bridge to Greenway

Jarvis Street Access at Greenway

Stencil Drive Access at Greenway

Elm Street Access at Greenway



# City of Greenville, North Carolina

Meeting Date: 01/11/2021

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**Title of Item:** Resolution for Issuance of Revenue Refunding Bonds, Greenville Utilities Commission Combined Enterprise System Revenue Bonds, Series 2021A

**Explanation:** Greenville Utilities Commission has an opportunity to achieve savings by refunding approximately \$33,200,000 of existing debt due to prevailing lower interest rates. The debt refunding has the potential to provide the Commission with a net present value savings of \$2,000,000 or 7%. To move forward with the refunding, adoption of a resolution is requested. The attached resolution authorizes and directs the officers, agents and employees of the City to do all acts and things required of them by the provisions of this resolution for the issuance of revenue refunding bonds not to exceed \$35,000,000. The not to exceed amount of \$35,000,000 provides flexibility to market the bonds at premium. The GUC Board of Commissioners adopted a similar resolution at its regular meeting on December 17, 2020 and recommends similar action by City Council.

**Fiscal Note:** No costs to the City.

**Recommendation:** Adopt the attached resolution

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## ATTACHMENTS

 [City Council Preliminary Resolution - Greenville 2021A Rev. \(GUC\) - Final.pdf](#)

A remote electronic meeting of the City Council of the City of Greenville, North Carolina was held by use of simultaneous communication pursuant to Section 166A-19.24 of the North Carolina General Statutes at 6:00 p.m. on January 11, 2021. All Council Members participated by use of simultaneous communication.

Present: Mayor P. J. Connelly, presiding, and Council Members

---

Absent: Council Members

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Also Present: Ann E. Wall, City Manager; Emanuel D. McGirt, City Attorney; \_\_\_\_\_

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\* \* \* \* \*

\_\_\_\_\_ introduced the following resolution the title of which was read and a copy of which had been previously distributed to each Council Member:

**RESOLUTION NO. 2021-\_\_\_\_\_**

**RESOLUTION APPROVING CERTAIN MEMBERS OF THE FINANCING TEAM FOR AND MAKING THE FINDING AND DETERMINATIONS REQUIRED BY THE NORTH CAROLINA LOCAL GOVERNMENT COMMISSION WITH RESPECT TO THE ISSUANCE OF NOT TO EXCEED \$35,000,000 GREENVILLE UTILITIES COMMISSION COMBINED ENTERPRISE SYSTEM REVENUE REFUNDING BONDS, SERIES 2021A**

WHEREAS, the City Council of the City of Greenville, North Carolina (the “City”) on August 11, 1994 adopted a bond order, which bond order was amended and restated as of April 13, 2000 (the “Order”) authorizing the issuance of revenue bonds thereunder secured by the revenues of the Combined Enterprise System created under the Order;

WHEREAS, in order to achieve debt service savings the City and the Greenville Utilities Commission (the “Commission”) are considering issuing, pursuant to The State and the Local Government Revenue Bond Act (the “Act”) and the Order, bonds to refund certain outstanding indebtedness previously issued under the Order;

WHEREAS, the City has determined to proceed with the authorization and issuance pursuant to the Order of revenue refunding bonds of the City in the amount of not to exceed \$35,000,000 for the purpose of providing funds, together with any other available funds, for refunding indebtedness incurred under the Order (the “Series 2021A Bonds”);

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

Section 1. The Chief Financial Officer of the Greenville Utilities Commission (the “Commission”) and such other officers of the City and the Commission as may be appropriate are hereby authorized to apply to the Local Government Commission of North Carolina (the “LGC”) for the approval of the issuance of the Series 2021A Bonds and otherwise to participate in the development of such financing.

Section 2. The City Council approves the selection of the following professionals to assist the City and the Commission in connection with such financing and requests the LGC to approve such selection:

Financial Advisor:	Hilltop Securities Inc.
Bond Counsel:	Womble Bond Dickinson (US) LLP
Trustee and Bond Registrar:	The Bank of New York Mellon Trust Company, N.A.
Consulting Utility Advisors:	Black and Veatch International Company, Burns & McDonnell Consultants, Inc., and Raftelis Financial Consultants, Inc.

Section 3. The Greenville Utilities Commission has directed its staff to make a recommendation to the Greenville Utilities Commission of the financial institutions to underwrite the Series 2021A Bonds. Such recommendation, if approved by the Greenville Utilities Commission will be considered by the City Council prior to the sale of the Series 2021A Bonds

Section 4. The City Council hereby finds and determines in connection with the issuance of the Series 2021A Bonds as follows:

- (a) the issuance of the Series 2021A Bonds to refund the outstanding indebtedness of the City under the Order will result in is desirable in that such refunding will result in debt service savings for the combined enterprise system;
- (b) the amount of the Series 2021A Bonds will be sufficient, but not excessive, for the purpose of paying the costs described in this resolution;
- (c) the annual audits of the City and the Commission show the City and the Commission to be in strict compliance with debt management policies, and the budgetary and fiscal management policies of the City and the Commission are in compliance with law;
- (d) the Series 2021A Bonds can be marketed at a reasonable interest cost to the Commission and the City.

Section 5. The Local Government Commission is requested to sell the proposed revenue bonds at a private sale without advertisement.

Section 6. The officers, agents and employees of the City are hereby authorized and directed to do all acts and things required of them by the provisions of this resolution for the full, punctual and complete performance of the terms and provisions hereof.

Section 7. This resolution shall take effect immediately upon its adoption.



Upon motion of Council Member \_\_\_\_\_, seconded by Council Member \_\_\_\_\_, the foregoing resolution entitled "RESOLUTION APPROVING THE FINANCING TEAM FOR AND MAKING THE FINDING AND DETERMINATIONS REQUIRED BY THE NORTH CAROLINA LOCAL GOVERNMENT COMMISSION WITH RESPECT TO THE ISSUANCE OF NOT TO EXCEED \$35,000,000 GREENVILLE UTILITIES COMMISSION COMBINED ENTERPRISE SYSTEM REVENUE REFUNDING BONDS, SERIES 2021A" was adopted by the following vote:

Ayes: \_\_\_\_\_

Noes: \_\_\_\_\_

\* \* \* \* \*

I, Valerie P. Shiuwegar, City Clerk of the City of Greenville, North Carolina, DO HEREBY CERTIFY that the foregoing is a true copy of such much of the proceedings of the City Council of said City at a regular meeting held on January 11, 2021, as it relates in any way to the passage of the foregoing resolution and that said proceedings are recorded in the minutes of said Council. The meeting was held by use of simultaneous communication pursuant to Section 166A-19.24 of the North Carolina General Statutes, as amended, with multiple ways for members of the public to observe the actions taken, and all of the requirements for a remote meeting, including the requirement for notice thereof, specified in said Section 166A-19.24 were met.

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

WITNESS my hand and the official seal of said City this 11<sup>th</sup> day of January, 2021.

\_\_\_\_\_  
City Clerk

[SEAL]



# City of Greenville, North Carolina

Meeting Date: 01/11/2021

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**Title of Item:** Consideration of Lease Agreement with EL Land, LLC

**Explanation:** The southern portion of Greenville Utilities Commission's existing Wastewater Treatment Plant property (consisting of approximately 158 acres) is in the floodway, is highly prone to flooding, and is surplus to the current needs of the Commission. By ordinance, the City Council approved a recreation/sport hunting overlay for this tract of land.

After proper public notice, EL Land, LLC has offered to lease this tract for \$70,000 for ten (10) years with three (3) five-year renewal terms. These rents will be used by the Commission for conservation and environmentally friendly projects.

At its August 20, 2020 regular board meeting, the GUC Board of Commissioners authorized the General Manager/CEO on behalf of the Commission to negotiate and execute a Lease Agreement for approximately 158 acres (the southern portion of the Wastewater Treatment Plant property) for recreational / sport hunting pursuant to City Ordinance of the City of Greenville and recommends to the City Council of the City of Greenville to approve and execute said Lease Agreement.

**Fiscal Note:** No costs to the City.

**Recommendation:** Approve and execute Lease Agreement with EL Land, LLC

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## ATTACHMENTS

-  [WWTP Property Map.pptx](#)
-  [Lease Agreement \(EL Land LLC\).docx](#)

# Wastewater Treatment Plant Property



NORTH CAROLINA

PITT COUNTY

LEASE AGREEMENT

This LEASE AGREEMENT, made and entered into on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, effective at 12:01 a.m. on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF GREENVILLE, North Carolina, for the use and benefit of Greenville Utilities Commission (COMMISSION), with an office at 200 West Fifth Street, Greenville, Pitt County, North Carolina 27858 (hereinafter referred to as “LESSOR”), and EL LAND, LLC with offices at 810 Paddington Drive, Greenville, Pitt County, North Carolina 27858 (hereinafter referred to as “LESSEE”);

W I T N E S S E T H

WHEREAS, LESSOR, previously acquired, by Deed dated September 1, 1989 appearing in Deed Book 236 at Page 573, Pitt County Public Registry, from Worthington Farms, Inc., certain properties including the subject property which now makes up a portion of the Wastewater Treatment Plant of COMMISSION; and

WHEREAS, such property located at 2242 Sunnyside Road (Tax Parcel No. 33065), is currently used by LESSOR for wastewater treatment purposes; and

WHEREAS, much of the subject property contains low-lying areas highly prone to flooding and is located in a flood way which is currently zoned RA-20 by the City of Greenville, and subject to a recreational/sport hunting overlay district adopted by the City Council of the City of Greenville by Ordinance dated June 15, 2020; and

WHEREAS, this low-lying area adjoins a dedicated Conservation Easement Area and is not suitable for development, and the long-term plan of LESSOR has been for this property to remain in a natural state in perpetuity; and

WHEREAS, LESSOR recently received an inquiry from LESSEE in which it expressed an interest in acquiring or leasing the southern portion of such property, to wit: a tract or parcel of land containing approximately 158 acres, more or less, for recreational/sport hunting purposes as permitted by City Ordinance of the City of Greenville, North Carolina; and

WHEREAS, such property is surplus to the current needs of LESSOR and COMMISSION; and

WHEREAS, in response to such offer, an appraisal was undertaken to determine the value of the property by Paul Andrew Cuomo, a General Real Estate Appraiser with Coastal Carolina Group, Inc., 222 Commerce Street, Suite E, Greenville, North Carolina 27858, who determined that the property has a fair market value of approximately \$1,500 per acre and a total value of approximately \$241,500.00; and

WHEREAS, after discussions, the parties have agreed that the subject property may be leased, but not sold to LESSEE upon the terms set forth herein for a period of ten (10) years with up to three (3) renewal terms of five (5) years each as hereinafter described; and

WHEREAS, COMMISSION joins in the execution of this Lease Agreement to indicate its consent; and

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

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

1. Property. LESSOR hereby leases to LESSEE, and LESSEE hereby rents from LESSOR the southern portion of the subject property containing approximately 158 acres, more

or less. Such property is commonly known as a portion of Tax Parcel No. 33065 according to the records in the Office of the Tax Administration of Pitt County, North Carolina.

2. Term. The term of this Lease Agreement shall begin at 12:01 a.m. on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ and shall exist and continue for a period of ten (10) years or until midnight on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

3. Extension of Term. LESSEE shall have the further option to extend this Lease Agreement for up to three (3) additional periods of five (5) years each beginning with the expiration of the initial ten (10) year lease term and continuing for each of three (3) additional five (5) year terms each time so long as LESSEE provides LESSOR with at least sixty (60) days' advanced written notice before the end of the current lease term (or any renewal term) of its desire to exercise its option to renew this Lease Agreement upon the terms set forth herein. In the event LESSEE remains in possession of the demised property beyond the initial ten (10) year term, or any renewal term, such possession by LESSEE shall be as a "holdover" and subject to the same terms and conditions set forth herein on a month-to-month basis until LESSOR demands that LESSEE vacates the premises upon at least ninety (90) days' advanced notice in writing.

4. Access. LESSEE shall be entitled to an immediate right-of-entry onto the leased premises in order to prepare the site for recreational/sport hunting and to make desired improvements to the site. No access to the leased premises shall be allowed on Sunnyside Road (which is no longer in service) since it now leads to a Conservation Easement Area in which trees have been planted per an Agreement between COMMISSION and Restoration Systems. LESSEE is hereby granted non-exclusive access to the leased premises at the PNG gate which directly aligns with the new access road to the leased premises. LESSEE must install a gate lock on the PNG gate which will operate "in tandem" and as a part of a series of

gate locks already existing belonging to COMMISSION and PNG, respectively. This will allow LESSEE to unlock the LESSEE's gate lock and have access to the leased premises.

5. Rent. LESSEE shall agree to pay to LESSOR rent for the demised premises as follows:

Term I (years 1 and 2)	\$10,500.00 (\$5,250.00 per year)
Term II (years 3 and 4)	\$12,500.00 (\$6,250.00 per year)
Term III (years 5 and 6)	\$14,500.00 (\$7,250.00 per year)
Term IV (years 7 and 8)	\$15,500.00 (\$7,750.00 per year)
Term V (years 9 and 10)	<u>\$17,000.00 (\$8,500.00 per year)</u>
Total for ten (10) year period	\$70,000.00

Rent shall be payable in advance on or before the anniversary of the date this Lease Agreement was signed each year during the initial ten (10) year term of this lease. Rent shall increase by five percent (5%) per year at the beginning of each five (5) year renewal term. All rent checks shall be payable to Greenville Utilities Commission of the City of Greenville, North Carolina, and shall be earmarked and expended by COMMISSION to support conservation and environmentally friendly projects as determined from time to time by COMMISSION's Board of Commissioners.

6. Taxes. LESSEE shall be responsible for any ad valorem taxes on any improvements and other property which it places on the subject property.

7. Utilities. Any utilities used by LESSEE at the demised premises will be the responsibility of LESSEE during the lease term and during any extension thereof.

8. Security Deposit. There will be no security deposit required of LESSEE.

9. Insurance. LESSEE agrees to provide Proof of Liability insurance on the property covering any claims which may result from LESSEE's use of the demised premises designating LESSOR and COMMISSION as an additional loss payee.

10. Assignments/Subletting. This Lease Agreement shall not be assigned, or the leased premises sublet, without the written consent of LESSOR, which said consent shall not be unreasonably delayed or denied.

11. Alterations/Improvements. No changes, alterations, or improvements shall be made to the demised premises without the written consent of the LESSOR, which said consent shall not be unreasonably delayed or denied. LESSEE shall be responsible for any such costs of any improvements for the construction, operation, and maintenance of any such facilities on the demised premises and LESSOR shall have no liability or responsibility therefore.

12. Condition/Use. City Ordinances of the City of Greenville, North Carolina, have previously banned hunting on all property within the City limits. By Ordinance adopted June 15, 2020, the City of Greenville adopted an Ordinance amending the City Code of the City of Greenville to establish a recreational / sport hunting overlay district which includes only the subject property. This Lease Agreement is subject to such Ordinances and two (2) additional Ordinances of the City of Greenville as set forth in Section 12-1-3 relating to the discharge of firearms and other weapons and 12-1-20 relating to the use of bows and arrows and crossbows. LESSEE agrees to take care of the subject property and shall use it only for the purposes herein expressed. Upon termination of this Lease Agreement, LESSEE will surrender the said premises in as good a condition as it is in at the beginning of this lease term, ordinary wear and tear excepted; and LESSEE will make no unlawful or offensive use of the premises, and LESSEE agrees that at all times the use of the premises shall be in conformity and compliance with all local, state, and federal ordinances, regulations, and laws.

13. Catastrophe. If during the term of this Lease Agreement, or any extension hereof, the leased premises (which are located in a floodway) are so damaged by fire, tornado,



or other catastrophe or casualty other than flooding as to render the same unusable, this Lease Agreement shall thereupon terminate at the option of LESSEE.

14. Default. If LESSEE shall fail or neglect to make any payment of rent when due, and if such default shall continue for a period of thirty (30) days, or if LESSEE shall violate any of the other provisions of this Lease, the LESSOR, without any other notice or demand, may terminate this Lease Agreement and require LESSEE to vacate the premises hereby demised, or may enter the premises and expel the LESSEE therefrom, or LESSOR may, in lieu of the above, or in conjunction therewith, pursue any other lawful right or remedy incident to the relationship created by this Lease Agreement.

15. Termination. In the event LESSOR, in its sole discretion, concludes that the leased property is needed for utility business purposes, then LESSOR may terminate this Lease upon six (6) months' advance notice in writing to LESSEE to vacate. LESSEE, in its sole discretion, may terminate this Lease upon six (6) months' advance notice in writing to LESSOR. On the termination of this lease, LESSEE shall vacate the premises, remove all of its improvements and other personal property, and repair any damage done to the property other than ordinary wear and tear.

16. Notice. Any notice to be given by one party to the other party hereunder may be delivered or deposited postage prepaid addressed to the following:

LESSOR      Name: City of Greenville, NC  
                  Address: 200 West Fifth Street  
                  City/State/Zip: Greenville, NC 27858  
                  Telephone No.: (252) 329-4425

Greenville Utilities Commission of the City of Greenville, NC  
Name: Phillip R. Dixon, General Counsel  
Address: 401 S. Greene Street, P.O. Box 1847  
City/State/Zip: Greenville, NC 27835-1847  
Telephone No.: (252) 551-3366

LESSEE      EL Land, LLC  
Name: Lance Clark  
Address: 810 Paddington Drive  
City/State/Zip: Greenville, NC 27858  
Telephone No.: \_\_\_\_\_

17.    Governing Law. This Lease Agreement shall be governed by North Carolina law.

18.    Mediation / Arbitration. In the event of a dispute between the parties which the parties are unable to resolve, the parties shall submit their dispute to non-binding mediation before a mutually agreeable mediator prior to initiating litigation. If the parties are unable to agree upon a mediator within thirty (30) days after failing to resolve the dispute, either party may petition a Court of competent jurisdiction for the designation of a qualified mediator for these purposes. Each party shall bear its own costs and expenses of participating in the mediation (including, without limitation, reasonable attorneys' fees), and each party shall bear one-half (½) of the costs and expenses of the mediator. Unless otherwise agreed, the parties will hold mediation in Greenville, North Carolina. The matters discussed or revealed in the mediation session shall not be revealed in any subsequent litigation.

In the event the matter is not resolved in mediation, either party may request arbitration. The parties shall jointly select an Arbitrator and shall be bound by the decision of the Arbitrator with respect to any dispute between the parties with respect to this Agreement. If the parties are unable to mutually agree upon an Arbitrator, the parties shall each select an Arbitrator, and the two Arbitrators so selected shall select a third Arbitrator, and the decision of the majority of the Arbitrators shall be conclusive and binding upon the parties. The parties at all times agree to equally split the costs of any Arbitrator(s) selected in an effort to resolve the dispute between the parties. Any party desiring to resolve a dispute under the terms of this Agreement shall notify the other party in writing, and the parties shall seek to agree upon a mutually agreed-upon Arbitrator within a period of ten (10) days from the date of such written demand. If the parties

are unable to agree within such ten (10) day period, the parties shall each select an Arbitrator, and the two (2) Arbitrators so selected shall select a third Arbitrator within fifteen (15) days from the date of the written demand for arbitration, and a decision shall be rendered by the Arbitrator(s) so selected within five (5) days after such Arbitrator(s) is selected.

IN TESTIMONY WHEREOF, each of the parties hereto has executed this Lease Agreement in duplicate originals, one of which shall be retained by the LESSOR and one of which shall be retained by the LESSEE.

LESSOR: CITY OF GREENVILLE, NORTH CAROLINA

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

[OFFICIAL SEAL]

ATTEST:

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

CONSENTED TO BY: GREENVILLE UTILITIES COMMISSION OF  
THE CITY OF GREENVILLE, NORTH CAROLINA

By: \_\_\_\_\_  
Anthony C. Cannon  
General Manager/Chief Executive Officer

[OFFICIAL SEAL]

ATTEST:

\_\_\_\_\_  
Amy Wade, Executive Secretary

LESSEE: EL LAND, LLC

By: \_\_\_\_\_  
Lance Clark, Member-Manager

NORTH CAROLINA  
PITT COUNTY

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

WITNESS my hand and seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

NORTH CAROLINA  
PITT COUNTY

I, \_\_\_\_\_, a Notary Public of the aforesaid County and State, do certify that Amy Wade personally appeared before me this day and acknowledged that she is Executive Secretary of GREENVILLE UTILITIES COMMISSION, and that by authority duly given and as an act of Commission, the foregoing instrument was signed in its name by Anthony C. Cannon, its General Manager/CEO, sealed with its official seal, and attested by herself as its Executive Secretary, all pursuant to the authority of the Board of Commissioners of the Commission.

WITNESS my hand and seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

NORTH CAROLINA  
PITT COUNTY

I, \_\_\_\_\_, a Notary Public of the aforesaid County and State, do hereby certify that Lance Clark, Member-Manager of EL Land, LLC, a North Carolina Limited Liability Company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument as Member-Manager on behalf of and as the act of the Company referred to in this acknowledgment, pursuant to authority duly given and for the purposes herein expressed.

WITNESS my hand and seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

Pre-Audit Certificate  
This Instrument has been pre-audited in the  
manner required by the Local Government  
Budget and Fiscal Control Act

\_\_\_\_\_  
Finance Officer

Approved as to Form

\_\_\_\_\_  
Phillip R. Dixon  
General Counsel



# City of Greenville, North Carolina

Meeting Date: 01/11/2021

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**Title of Item:** Renewal of Agreement with Greenville Auto Auction for the Sale of Surplus Vehicles

**Explanation:** Since 2014, the City of Greenville has utilized the local firm, Greenville Auto Auction, as a third-party auctioneer of its surplus vehicles. The City would like to renew this agreement with the same terms and conditions as the previous contract. The agreement will commence on January 15, 2021, automatically renewable for two additional one-year terms.

**Fiscal Note:** The City shall pay Contractor in accordance with the following rate schedule:

- Sales fee per vehicle sold: 7.5% of the sales price
- Wash and vacuum on cars and standard size vans and trucks (if requested by City): \$25
- Wash and vacuum on oversized vans and trucks (if requested by City): \$30
- Local transport fee for vehicle to auction (if requested by City): \$25
- Storage of vehicles in electric security fenced lot: Free for up to 60 days & \$2.00 per day thereafter. Vehicles will be stored based on an agreed-upon timeframe and cannot be extended without the mutual agreement of both parties. The City will not be charged for extended storage when auction dates are extended due to circumstances beyond the City's control.

**Recommendation:** Approve the agreement with Greenville Auto Auction

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## ATTACHMENTS

 [GAA Agreement 2021.pdf](#)

**NORTH CAROLINA  
PITT COUNTY**

**AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ of \_\_\_\_\_, 2021, by and between the City of Greenville, Party of the First Part and hereinafter referred to as the “City”, and Greenville Auto Auction, Inc., Party of the Second Part and hereinafter referred to as “Contractor”.

**WITNESSETH:**

WHEREAS, City desires assistance with the sale of surplus vehicles by public auction;  
and

WHEREAS, Contractor possesses the expertise and experience to assist City in such capacity;

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, and other good and valuable consideration the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Services. The Contractor shall provide the services listed in Exhibit A attached hereto and incorporated by reference.
2. Termination. The City or Contractor may terminate this Agreement, with or without cause, at any time by providing thirty (30) days written notice from the terminating party to the non-terminating party. If the Agreement is terminated as provided herein, the Contractor will be paid for all services performed.
3. Regulations. If on the City’s property, Contractor shall comply with the City’s regulations, including but not limited to safety regulations. City will provide Contractor with all relevant regulations upon request of Contractor.
4. Term. This Agreement shall commence on January 15, 2021, and shall continue for a period of one year, subject to the termination provisions contained in paragraph 2 above. This Agreement will be automatically renewed for two additional one-year terms unless either party provides written notice to the other party of the intent not to renew at least thirty (30) days prior to the end of the then current one-year term.
5. Payment. The City shall pay Contractor in accordance with the following rate schedule:
  - Sales fee per vehicle sold: 7.5% of the sales price
  - Wash and vacuum on cars and standard size vans and trucks (if requested by City): \$25
  - Wash and vacuum on oversized vans and trucks (if requested by City): \$30
  - Local transport fee for vehicle to auction (if requested by City): \$25

- Storage of vehicles in electric security fenced lot: Free for up to 60 days & \$2.00 per day thereafter. Vehicles will be stored based on an agreed upon timeframe and cannot be extended without the mutual agreement of both parties. The City will not be charged for extended storage when auction dates are extended due to circumstances beyond the City's control.

6. Entire Agreement and Amendments. This Agreement contains the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous written or oral negotiations and agreements between them regarding the subject matter hereof. This Agreement may be amended only in writing, which writing must be signed by both of the parties. Each of the statements set forth in the recitals to this Agreement are incorporated herein by reference as a valid representation of the party or parties to whom such statement relates.

7. Assignment. This Agreement is personal to each of the parties hereto, and neither party may assign or delegate any of its rights or obligations without first obtaining the written consent of the other party. Any purported assignment without prior written consent from the other party shall be null and void. In the event of assignment, this Agreement shall be binding upon the successors or assigns of the parties hereto.

8. Independent Contractor. The relationship between the parties to this Agreement shall be that of independent contractors, and no party shall be construed to be the agent, partner, employee, or joint venturer of the other party to the Agreement. The parties shall not exercise control or direct the manner in which other parties perform their duties hereunder except to assure compliance with this Agreement. The parties further agree that Contractor is not eligible for any City employee benefits whatsoever and does not possess any rights or privileges as generally established for the City's employees.

9. Hold Harmless and Indemnification. Contractor agrees to hold harmless and indemnify the City from any and all claims, loss, liability, demands, damages or any other financial demands that may be alleged or realized due to acts of nonfeasance, malfeasance, misfeasance, or negligence committed by Contractor while in the performance of the duties or assignment pursuant to this Agreement.

10. Insurance. Contractor agrees to procure and maintain, or cause to be procured and maintained, a Garage Liability insurance policy, including a Garagekeepers Direct Primary policy covering collision and comprehensive physical damage for the City's Vehicles, covering claims, causes of actions, actions, losses, liabilities, damages, and expenses arising out of, caused by or the negligence or otherwise wrongful acts or omissions of Contractor.

The limits of liability for the Garage Liability policy shall be at least two hundred fifty thousand dollars (\$250,000.00) per occurrence and two hundred fifty thousand dollars (\$250,000.00) per aggregate.



The Limit of Insurance for the Garagekeepers Direct Primary policy shall be a minimum of two hundred thousand dollars (\$200,000) with no more than a one thousand dollar (\$1,000.00) deductible.

Contractor shall also procure and maintain, or cause to be procured and maintained, Workers' Compensation coverage for its employees, as may be required by law.

Contractor shall also procure and maintain a financial guarantee bond in an amount of at least two hundred fifty thousand dollars (\$250,000) with the City being named as a Defined Beneficiary.

11. Third Party Beneficiary. The parties do not intend to confer any rights, privileges or benefits upon any other individual(s) or entity(ies), not signatories to this Agreement, arising out of this Agreement. The parties agree that nothing in this Agreement shall be construed or interpreted to confer any such rights, privileges or benefits upon any individual or entity not a signatory to this Agreement.

12. Costs and Taxes. Except as otherwise specifically provided herein, each party shall bear its own costs and expenses incurred in connection with the performance of its obligations hereunder. Each party shall be responsible for payment of any and all federal, state, local or other taxes which may arise or be imposed as the result of its performance under this Agreement or as the result of the receipt of any compensation or other funds under this Agreement or in connection with the transactions contemplated hereby, if any. This Section shall survive termination of this Agreement.

13. Notice: Any notice required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when personally delivered or three (3) days after being mailed by certified mail, return receipt requested, postage prepaid, to the following addresses, or at such other address as either party may designate in a manner in compliance with this Section:

City of Greenville  
Attn: City Manager  
P.O. Box 7207  
Greenville, North Carolina 27835-7207

Greenville Auto Auction, Inc.  
Attn: Clark Stallings  
4330 Dickinson Avenue  
Greenville, NC 27834

Each party shall keep the other party informed of its current address at all times.

14. Applicable Law, Venue, and Service of Process. This Agreement has been entered into in the State of North Carolina, County of Pitt, and all questions with respect to the construction of this Agreement and the rights and liabilities of the parties shall be governed by the laws of the State of North Carolina. The parties agree that exclusive venue for the bringing of any action concerning this Agreement shall be in the state or federal courts having jurisdiction in Pitt County, North Carolina, and that service of process may be made upon either party by certified mail, return receipt requested, postage prepaid to the party's address as set forth herein or such other address as the party may designate in writing received by the other party.

15. Force Majeure. The parties understand and acknowledge that neither shall be liable for any loss, damage, detention, delay or failure to perform in whole or part resulting in causes beyond their control including, but not limited to fire, strikes, insurrections, riots, embargoes, shortages of motor vehicles, delays in transportation, and inability to obtain supplies of raw materials or requirements or regulations of the United States government or any other civil or military authority.

16. Severability. If any provision, or portion thereof, of this Agreement shall for any reason be adjudged by any court of competent jurisdiction to be illegal, invalid or otherwise unenforceable, such judgment shall not affect, impair or invalidate the remainder of this Agreement but shall be limited in its operation to the provision of this Agreement directly involved and only the illegal, invalid or unenforceable provision shall be deemed struck.

17. Waiver. The failure by the party at any time to require performance by the other party of any provision hereof shall not affect in any way the right to require such performance at a later time nor shall the waiver by either party of a breach of any provision hereof be taken or be held to be a waiver of such provision.

18. Counterparts and Facsimiles. This Agreement may be executed in one or more counterparts each of which may be deemed an original, but all of which constitute one and the same. An executed Agreement transmitted by facsimile to the other party may be relied upon as an original and if there is any inconsistency between such facsimile and an executed Agreement subsequently received by "hard copy," the terms contained in the facsimile shall prevail.

19. Headings. The headings and numbers of sections and paragraphs contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

20. Non-Exclusive Engagement. This Contract is not exclusive. The City may utilize other disposal approaches, including electronic online auction services, for the sale and disposition of property. However, it is understood and agreed that the City will not simultaneously utilize multiple disposal approaches for one vehicle at the same time.

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

22. E-Verify Compliance. The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further if the Contractor utilizes a subcontractor, the Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. The Contractor represents that the Contractor and its subcontractors are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative on the date set forth above.

CITY OF GREENVILLE

GREENVILLE AUTO AUCTION, INC

By: \_\_\_\_\_  
Ann E. Wall  
City Manager

By: \_\_\_\_\_  
K. Clark Stallings  
President

**APPROVED AS TO FORM:**

BY: \_\_\_\_\_  
Emanuel D. McGirt, City Attorney

**PRE-AUDIT CERTIFICATION:**

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

BY: \_\_\_\_\_  
Byron Hayes, Director of Financial Services

Account Number \_\_\_\_\_

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

## EXHIBIT A

The parties agree that the following services shall be provided under this Agreement:

1. The City may, from time to time, identify surplus vehicles to be sold by Contractor at a public auction. There is no minimum or maximum number of vehicles that must be identified by the City during the term of this contract, and there is no cost or penalty to the City if no vehicles are identified.
2. The City warrants that vehicles identified are owned by the City and have no liens against them. The City further warrants that each vehicle will have been declared as a surplus vehicle prior to being offered for sale by Contractor. Contractor shall notify the City of the date and time of its public auction at least 45 days prior to the public auction, unless a shorter timeframe is agreed upon by the City and the Contractor. Vehicles valued at \$30,000 or more require the adoption of a resolution by City Council in accordance with the provisions of North Carolina General Statute 160A-270(b).
3. Contractor will accept vehicles identified by the City and will sell each vehicle by public auction at Contractor's place of business in Greenville, North Carolina. The City provides vehicles "as is, where is" and makes no warranty, guaranty, or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The City will set a minimum price for each vehicle, and Contractor shall not accept any bids below the minimum price set by the City.
4. Contractor warrants that all public auctions will be advertised and open to the public, and all public auctions shall be held in accordance with Article 12 of North Carolina General Statute Section 160A relating to sale and disposition of government property.
5. Contractor shall collect all monies due the City from the winning bidder and shall remit the auction proceeds to the City, by check or automatic funds transfer. It is understood that the City will not collect funds directly from the winning bidder. The auction proceeds remitted by Contractor to the City shall be the full sale price of each vehicle, less only the 7.5% commission and any costs associated with services specifically requested by the City. If payment is made by check, it shall be payable to the City of Greenville, and directed to the attention of Financial Services Dept./Purchasing Division, P.O. Box 7207, Greenville, North Carolina 27835, within 10 days of the date the vehicle is sold. No additional charges or premiums shall be charged by Contractor to the City; or by Contractor or the City to the winning bidder.
6. Contractor shall not release a vehicle to the winning bidder until full payment has been received from the winning bidder and the winning bidder has signed a bill of sale with a notation that the item is sold "As Is, Where Is, and Without Warranty". Contractor shall immediately notify the City when a vehicle is sold to facilitate transfer of title.

7. If a vehicle offered for sale is not sold at auction, then Contractor shall notify the City within 24 hours so that the City may reclaim the vehicle.



# City of Greenville, North Carolina

Meeting Date: 01/11/2021

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**Title of Item:**

Resolution authorizing the filing of three applications to the U.S. Department of Homeland Security for the FY 2021 FEMA Building Resilient Infrastructure and Communities Grant Program for Stormwater Capital Projects

**Explanation:**

The Building Resilient Infrastructure and Communities (BRIC) Program is a new FEMA pre-disaster hazard mitigation program that replaces the existing Pre-Disaster Mitigation (PDM) program. It supports states, local communities, tribes, and territories as they undertake hazard mitigation projects, reducing the risks they face from disasters and natural hazards. Guiding principles of the program are supporting communities through capability- and capacity-building, encouraging and enabling innovation, promoting partnerships, enabling large projects, maintaining flexibility, and providing consistency.

Attached for City Council consideration is a resolution authorizing the filing and execution of a federal grant application for the design and construction of three stormwater capital improvement projects identified in the Watershed Master Plans. If awarded, the City would receive 75% of the total projects costs. The remaining 25% would be a local match funded by the Stormwater Utility Fund.

The planning level details for these projects are found in the Greens Mill Run Watershed Master Plan and the Swift Creek Watershed Master Plan. Project descriptions are provided for Greenbriar Flood Mitigation and Stream Restoration, Thomas Langston Detention Pond, and Megan Drive Detention Pond in attachments A, B, and C, respectively.

The three projects were previously submitted as Letters of Interest to the NC Department of Emergency Management for preliminary review, and all three were selected to move forward to the full application.

**Fiscal Note:**

The total amount for the three applications is \$29,627,435.00. The total required non-federal match is \$7,406,858.75.





1. Greenbriar Flood Mitigation and Stream Restoration
  - o Total = \$1,237,090.00
  - o Non-Federal Match = \$309,272.50
  
2. Thomas Langston Detention Pond
  - o Total = \$9,132,590.00
  - o Non-Federal Match = \$2,283,147.50
  
3. Megan Drive Detention Pond
  - o Total = \$19,257,755.00
  - o Non-Federal Match = \$4,814,438.75

The funding for the non-federal match is proposed to come from the Stormwater Utility Fund.

**Recommendation:** Adopt the attached resolution approving the grant request and authorizing the filing and execution of the applications for the FY 2021 FEMA Building Resilient Infrastructure and Communities Grant Program.

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#### ATTACHMENTS

-  [BRIC Resolution.pdf](#)
-  [Attachment A.pdf](#)
-  [Attachment B.pdf](#)
-  [Attachment C.pdf](#)

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING THE FILING OF THREE APPLICATIONS TO THE  
U.S. DEPARTMENT OF HOMELAND SECURITY FOR THE FY2021 FEMA BUILDING  
RESILIENT INFRASTRUCTURE AND COMMUNITIES GRANT PROGRAM  
FOR STORMWATER CAPITAL PROJECTS

WHEREAS, the Federal Emergency Management Agency (FEMA) in the U. S. Department of Homeland Security is offering a new program known as Building Resilient Infrastructure and Communities (BRIC)Program; and

WHEREAS, the BRIC Program aims to shift the federal focus away from reactive disaster spending and toward research-supported, proactive investment in community resilience; and

WHEREAS, FEMA anticipates BRIC funding projects that demonstrate innovative approaches to partnerships, such as shared funding mechanisms, and/or project design; and

WHEREAS, the City of Greenville carefully considers grant programs that assist the City in achieving projects and programs that are priorities for the community; and

WHEREAS, actions taken through this Program may result in lower flood insurance premiums through the Community Rating System and improved resiliency; and

WHEREAS, this program is available to certain municipalities in the State of North Carolina as sub-applicants under the North Carolina application; and

WHEREAS, the deadline for final application by the State of North Carolina is January 29<sup>th</sup>, 2021; and

WHEREAS, this grant program requires a 25 percent local match from the municipality or other non-federal funds.

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

1. That the City Manager is authorized to execute and file applications on behalf of the City of Greenville with the U.S. Department of Homeland Security and the North Carolina Department of Emergency Management to aid in the financing of planning, design, and construction of stormwater infrastructure projects titled: a) Greenbriar Flood Mitigation and Stream Restoration, b) Thomas Langston Detention Pond, and c) Megan Drive Detention Pond.
2. That the City Manager is authorized to execute and file the Assurances and other



documents the Federal Emergency Management Agency requires before awarding a Federal assistance grant or cooperative agreement.

3. That the City Manager is authorized to submit additional information as the Federal Emergency Management Agency or the North Carolina Department Emergency Management may require in connection with the application or project.
4. That the City Manager is authorized to set forth and execute affirmative minority business policies in connection with the project.
5. That after certification of funds by the Chief Financial Officer, the City Manager is hereby authorized to execute the grant agreement on behalf of the City of Greenville and that their signature constitutes acceptance of the terms and conditions of the grant agreement.

ADOPTED this the 11th day of January, 2021.

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P.J. Connelly, Mayor

#### CERTIFICATION

The undersigned duly qualified City Clerk, acting on behalf of the City of Greenville, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Greenville City Council on 11th day of January, 2021.

---

Valerie Shiuwegar, City Clerk

---

Date

SEAL

Greenbriar Flood Mitigation and Stream Restoration



The Greenbriar Drive drainage system includes both open channel and closed pipe systems draining approximately 186 acres from Hooker Road, Fairlane Road, and Greenville Boulevard and is part of the larger Greens Mill Run watershed. This drainage area is 100% built out with a mix of single family, multifamily, and commercial properties. The main 60" RCP trunkline between Fairlane Road and Greenbriar Drive was shown to be undersized and the double 42" RCP under Fairlane Road near Club

Road also did not meet the required 10-year level of service. In addition, the open channel that runs parallel to Club Road is incised with erosion problems along the entire reach endangering the roadway. Residents on Fairlane Road reported yard flooding 2 - 3 times per year and residents on Greenbriar Road report flooding across the road during heavy rain events.

Greenbriar drive west of Club Road is also a dead-end street. During events when the road is flooded, residents and emergency services may be unable to access in or out of the 10 residential properties on the dead-end section. This presents a potential life threatening situation.

The proposed improvements include installation of an additional 42" culvert under Fairlane Road, an additional 60" culvert under Greenbriar Drive, replace existing culverts at the intersection of Greenbriar Dr and Club Rd with two 7'x4' concrete box culverts, acquisition of property and easements, daylighting existing piped section of stream downstream of Greenbriar Dr, installation of floodplain benching and bank stabilization in the open channel stream along Club Rd, and potentially installing a detention and water quality treatment pond downstream of Greenbriar Dr.

These improvements impact several residential properties and are modeled to provide the desired 10-year level of service on Fairlane Rd, Club Rd, and Greenbriar Dr, as well as protect against erosion to Club Rd and the properties adjacent the stream. The stream restoration will use natural channel design and green reinforcement techniques such as tubular mesh netting filled with growth media that allows for native planting and natural stabilization.

The residence at 110 Greenbriar is surrounded on all sides with public drainage infrastructure. It is proposed to be acquired and removed and the lot used to daylight the existing piped stream segments and install a detention and water quality pond. This facility would help to provide detention during heavy rain events and reduce further downstream flooding as well as provide

pollutant removal before discharging into the impaired watershed. This facility will also provide a passive recreational and educational facility for the neighborhood.

The City is currently contracted with a consultant to provide design and construction drawings for this project. At the time of this letter of interest, the project is currently in the review of the 30% design drawings. A public meeting with nearby residences was held to discuss the overall plan concepts and to gather input.

Thomas Langston Detention Pond



As determined by the existing conditions analysis, the existing 42” RCP at Thomas Langston Road is undersized and does not meet the desired 25-year level of service without overtopping. Currently, it provides a 2-year level of service.

The proposed improvements include upstream detention to reduce peak flows and therefore reduce the magnitude of the downstream improvements. There are several large parcels in the upstream portion of the watershed that are currently undeveloped. A 15-acre detention pond is proposed north of Thomas Langston Road. The location and configuration of the proposed pond is conceptual and can be adjusted as necessary based on design constraints. The detention pond will lower the downstream peak flows and consequently will not require any culvert upgrades at the Thomas

Langston Road crossing, although a headwall would still be recommended. The existing 42” RCP will exceed the desired 25-year level of service with the implementation of proposed detention pond. However, erosion complaints require installation of endwalls at this crossing, which has been included in the cost estimate.

These improvements will reduce the upstream water surface elevations from 1.73 to 2.11 feet in the 25-year storm and 0.67 to 1.3 feet in the 100-year storm. This will significantly lower the water surface elevations for the residents at the Legends Townhomes complex. All 8 of the properties will be removed from the 25-year floodplain and all 13 of the properties will be removed from the 100-year floodplain..

The 15-acre detention pond proposed for the Thomas Langston Road crossing will lower the flows for Belfair Drive. Consequently, the existing twin 48” RCPs will exceed the desired 25-year level of service. Based on the condition of the existing culverts, this alternative does not include any improvements at this location. The existing RCPs will remain in place.

The Thomas Langston 15-acre detention pond described above will lower the flows for Sterling Pointe Drive. As a result, a smaller culvert upgrade will provide the desired 25-year level of service

when compared to Alternative #1 and the floodplain benching could be eliminated. The culvert proposed as part of this alternative is twin 10' x 4' RCBCs. It will pass the 25-year storm event with minimal freeboard.

The resulting upstream water surface reductions will range from 1.42 to 1.59 feet in the 25-year storm event. This will remove two (2) properties from the 25-year floodplain and twelve (12) from the 100-year floodplain.

Megan Drive Detention Pond



As determined by the existing conditions analysis, the existing 84" CMP at Thomas Langston Road is undersized and does not meet the desired 25-year level of service without overtopping. Currently, it provides a 2-year level of service. Since the City's design standards are not being met and the existing culvert is in fair condition, it is proposed that the existing system be replaced.

The proposed improvements includes upstream detention to reduce peak flows and therefore reduce the magnitude of the downstream improvements. There are several large parcels in the upstream portion of the watershed that are currently undeveloped. A 32-acre detention pond is proposed east of Megan Drive. The location and configuration of the proposed pond is conceptual and can be adjusted as necessary based on design constraints. Based on the detention provided by the Megan Drive Detention Pond, the

floodplain benching downstream of Thomas Langston Road could be eliminated, however the proposed culvert size would be a 10' x 6' RCBC.

The proposed improvements will bring the Thomas Langston Road up to the desired 25-year level of service with approximately one (1) foot of freeboard. The resulting upstream water surface elevations will be reduced by between 0.99 to 1.92 feet in the 25-year storm event. The water surface reductions achieved with this alternative are more significant and are seen further upstream than those from other alternatives.

There are thirteen (13) properties located in the 25- and 100- year floodplain adjacent to Thomas Langston Road that are at risk for LAG flooding. The water surface elevations will be reduced for all of these properties. Twelve (12) will be removed from the 25-year floodplain and one (1) from the 100-year floodplain with the implementation of this alternative. The remaining properties will continue to experience flooding but the severity and frequency will be reduced.

The installation of construction staging areas and entrances for the projects will require tree removal and temporary construction easements. The proposed detention area is located on private property therefore permanent easements or acquisition would be required. These easements would also be necessary for future maintenance of the detention area.

The existing twin 54" CMPs at Sterling Trace Road are currently providing a 2-year level of service. Based on the existing conditions model results, the road overtops in the 10-year storm event and is not meeting the desired 25-year level of service. Since the City's design standards are not being met and the existing culvert is undersized, it is proposed that the existing system be replaced.

The existing CMPs will be replaced with twin 10' x 6' RCBCs. This will be coupled with floodplain benching downstream of the Sterling Trace Drive crossing to offset the flow and water surface elevation increases from upsizing the upstream culvert. If the Megan Drive Detention Pond is constructed as proposed above, then the limits of the floodplain benching downstream of Sterling Trace Drive could be reduced but not eliminated. The difference is a reduction in the width of the benching in the right overbank. This will reduce the amount of tree removal, excavation, and ultimately project costs associated with the proposed benching.

There are thirty-four (34) properties located in the 25- and 100- year floodplain downstream of Sterling Trace Drive that are at risk for LAG flooding. The water surface elevations will be reduced for all of these properties. Thirteen (13) will be removed from the 25-year floodplain and ten (10) from the 100-year floodplain with the implementation of this alternative. The remaining properties will continue to experience flooding but the severity and frequency will be reduced.



# City of Greenville, North Carolina

Meeting Date: 01/11/2021

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**Title of Item:** Purchase of replacement vehicle for the Public Works Department

**Explanation:** The Public Works Department is requesting approval to purchase and replace a front end loader for the Sanitation Division. The 2021 Heil/Mack front end loader will be purchased from Carolina Environmental Systems (CES) at a cost of \$289,780. The City is contracting with CES through the Sourcewell Cooperative Purchasing Advantage.

The new front loader will replace vehicle #6783 which was purchased in 2008. The useful life for a front loader is eight (8) years. Vehicle #6783 is currently four (4) years past this listed useful life. There are funds budgeted in the Vehicle Replacement Fund (VRF) to replace this vehicle.

The vehicle to be purchased is as follows:

Sourcewell Cooperative Purchasing Advantage:

(1) Heil Front Loader / 2021 Mack TE - Replace #6783

The quote and equipment sheet are both attached to this item.

**Fiscal Note:** Funding for this purchase will come from the Vehicle Replacement Fund (\$289,780) which has a budget of \$2,051,643 for FY 2021.

**Recommendation:** City Council approve the purchase of one (1) Heil Front Loader / 2021 Mack TE using the Vehicle Replacement Fund.

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## ATTACHMENTS

-  [Front Loader Quote 12-10-20.pdf](#)
-  [HALF PACK COMMERCIAL - Front Loader.pdf](#)



**Carolina Environmental Systems, Inc.**  
*306 Pineview Drive Kernersville, NC 27284*  
*2701 White Horse Road Greenville, SC 29611*  
*500 Lee Industrial Blvd Austell, GA 30168*  
*800-239-7796 – Toll Free*

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December 10 , 2020

Mr. Angel Maldonado / Delbert Bryant  
**Fleet Superintendent / Director of Sanitation**  
City of Greenville  
1500 Beatty Road  
Greenville , North Carolina 27835

**Reference : Heil Front Loader / 2021 Mack TE**  
**Sourcewell ( Member # 39568 )**

Gentleman :

We are pleased to quote to you the following **Heil DP 28 Yd Full Eject Front Loader** per the standard factory specifications and to include the following :

- Factory Mounting
- **NO Sump Doors**
- **Tailgate Ladder**
- **3<sup>rd</sup> Eye Camera System @ Tailgate + Hopper + RH Cab**
- Joystick Air Controls
- 20 # Fire Kit
- Safety Triangle Kit
- Mud Flaps
- Grote Side Assist Lights
- Grote Hopper Worklight Kit
- Infinity Packing -Eject Cylinders ( **12 Mo. Warranty** )
- Container Worklight Kit
- Tailgate Strobe Light
- Joystick Air Controls
- **Cab Protector Hydraulic Jack Kit -Front Section**
- **12 Month Body Warranty**
- **Air Flow Panels on each side of the truck / Installed @ CES**
- **Rear Caution Decal Kit @ Lower Tailgate**
- **Global Sensor System ( per Wilson , NC ) / Installed @ CES**
- Freight to Greenville , North Carolina

**Total per above w/ 2021 Mack TE Cab + Chassis .....\$ 289,780.00**

**Delivery : Approximately 75-120 Days after receipt of an order.**

**Terms : Full Net on Invoice / Delivery**

**Note : Order must be entered before the end of January.**

Please know that all of our ready trucks are quoted subject to prior sale.

I look forward to hearing back from you and let me know if anything needs to be clarified.

Best Regards,

*Chip Taylor*

Chip Taylor  
Sales Representative

**Stock Truck : Worldwide Equipment / Chattanooga , Tennessee**

**2021 Mack TE Serial Number :**

**315 Tires on front / 11R-22.5's on rear**

**Extended Engine / Aftertreatment / Allison Warranties included  
( 5 Yr / 250,000 mi. ) ( 5 Yr ) ( 5 Yr.)**

**Note : In compliance with Sourcewell / Heil contract # 091219-THC**



WE NEVER STOP WORKING FOR YOU

# Half/Pack<sup>®</sup>

High-Compaction Front Loader



## Standard Equipment Features included in Base Price

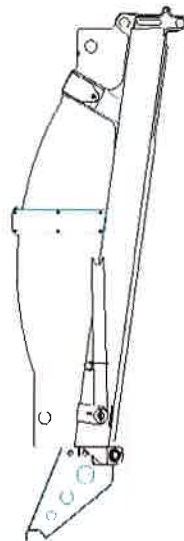
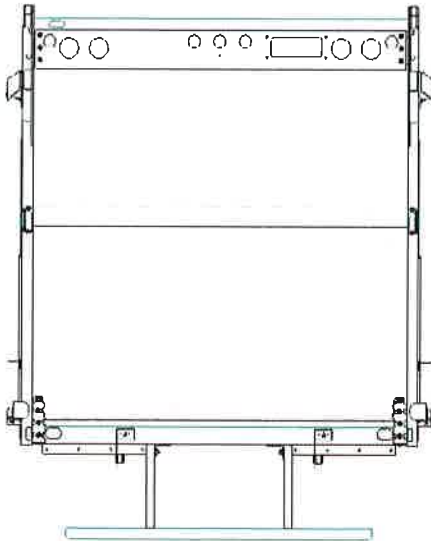
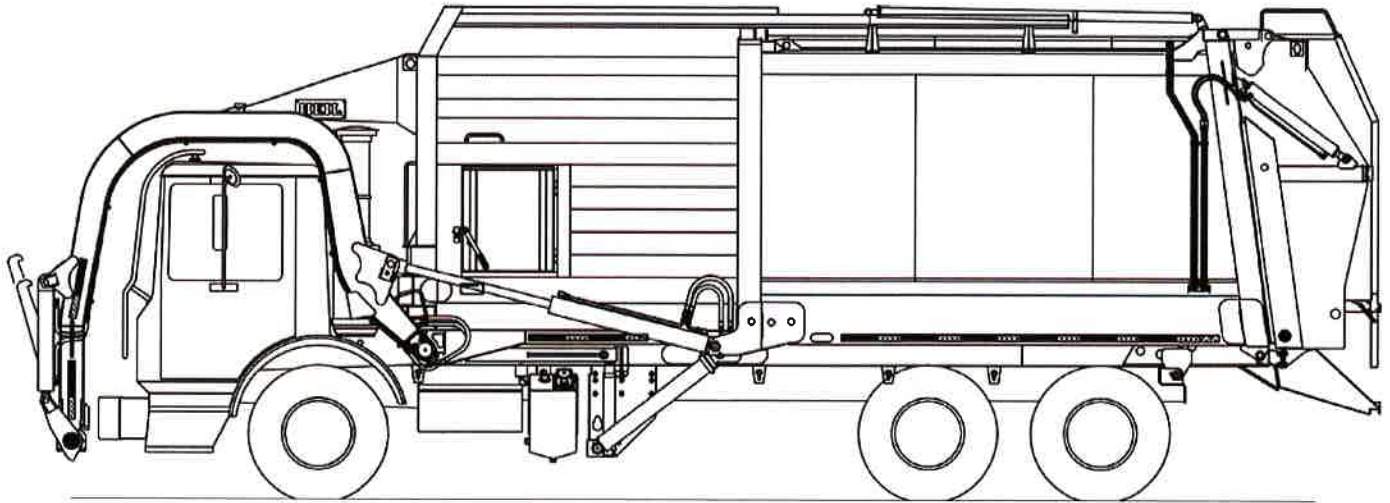
- Steel Sliding Top Door
- Hinged and completely sealed left-side body access door to include step and grab handles
- Cab shield with hinged rubber tip extension - Steel
- Front head closure screen
- Body service props
- Tailgate service props
- Fully automatic Shur-lock tailgate latches
- Clamp on arms
- 8,000 Watec WRP 06-1996 rated arms
- Four Arm shaft bearing blocks
- Fork Cross shaft rubber bumpers
- Bolt-on rubber arm stops
- Heavy-duty forks - 1 1/2" thick x 59" length
- Front Mount single vane pump
- Cross pattern packing cylinders
- Chassis frame mounted oil tank with sight gauge and shut off valve
- 3-micron return line filter with magnetic trap and in-cab filter bypass monitor
- 100- micron suction line strainer
- Abrasion resistant hoses
- Cortex Controller with insight diagnostic display with integrated 3rd Eye camera feed
- Throttle Advance/Limit
- Joystick in-cab air controls
- Complete array of in-cab function indicator lights on in cab display
- 5 lb. in-cab fire extinguisher
- Tailgate lock and closed indicator sensor with in-cab indicator and alarm
- ANSI Z 245.1-2017 Compliant
- Safety triangle kit in cab
- Cavity & Joint sealer
- Arm Hydraulic Tube Covers
- Remote I/O for Tailgate valve

- Streetwise Hydraulics<sup>™</sup>
- Arm rest for operator controls
- Backup Alarm
- Backup and license plate light
- LED center-mounted brake light
- LED duplicate high and low mount stop, turn, and tail lights
- LED mid-body turn signals
- Strobe light (Amber) mounted on lower tailgate- to include in cab switch, pump on and reverse activated
- Front and Rear Mud Flaps
- Rear Under ride bumper
- Hopper Flood Light
- Shovel Kit mounted back of packer
- Low oil level sensor to include light and buzzer warning as well as pump shut off
- Severe-duty wear bars
- 3" underbody gate valve on street side
- Remote packer lube
- Greaseless tailgate hinge and lift cylinders
- Hydraulic oil temperature sensor with alarm
- Body hydraulic pressure sensor
- Arm / Fork over height warning kit
- 20 Lb. Fire extinguisher
- MVSS #108 clearance light and reflectors
- ICC reflective tape
- Rear camera bracket and flood lights - reverse activated
- Body Undercoating
- Customers Choice of one color paint finish
- Standard 1-year warranty (2000 hours of operation)
- Chrome-plated cylinder rods
- Zinc Plated Hydraulic Tubes
- Remote lube for center arm bearing blocks
- Push Button controls with expanded system status notification

[Return to Index Page](#)

# Half/Pack®

## Paint Stripe and Accessory Requirements



**PAINT AND OPTIONS LAYOUT DETAIL  
USE THIS FORM TO DESCRIBE PAINT SCHEMES  
BE SPECIFIC ABOUT DIMENSIONS AND DETAILS**

Sales Order #		Submitted by	
Customer			
Paint Color 1			
Paint Color 2			
Paint Color 3			
Chassis Make			
Chassis Model			
Wheelbase			
Body Size			
		Approved by	



## City of Greenville, North Carolina

Meeting Date: 01/11/2021

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**Title of Item:**

Contract award to Pitt Country Mart Inc. to supply gasoline, diesel fuel, and diesel exhaust fluid (DEF) for regular and emergency use

**Explanation:**

The Public Works Department is responsible for supplying fuel to all departmental users within the City. The City fuel needs include gasoline (10% ethanol), ultra-low sulfur diesel, and DEF. The fuel is used for daily City operations as well as during emergency situations. There are over 700 vehicles such as busses, garbage trucks, fire trucks, ambulances, police vehicles, excavators, etc., as well as generators which operate using gasoline, diesel fuel, or DEF. The annual fuel usage of gasoline, diesel, and DEF exceeds 600,000 gallons.

This contract is for the sale and delivery of gasoline, diesel fuel, and DEF to the City. Since the contract involves the delivery of a commodity (fuel) where the prices may change daily, the vendors are providing their costs for the transportation and associated profit for the fuel delivery. The bid package requests a vendor provide their transportation and profit, or total markup, in addition to the commodity cost. The commodity cost is not part of the bid as it is set on a daily basis. The individual fuel prices are obtained from the Oil Price Information Service (OPIS). The mark-up costs are added to the OPIS prices but remain fixed for the duration of the contract.

In addition, this contract provides for fuel deliveries in the event of a major fuel disruption. The City will be considered a priority buyer with Pitt Country Mart Inc. allocating their supplies to meet our contract obligations. Pitt Country Mart Inc. will assist the City during major disruption by supplying two (2) additional fuel tanks to two (2) different locations within the City limits.

The Public Works Department solicited bids, which were opened on October 13, 2020. The City received eleven (11) bids, with Pitt Country Mart Inc. submitting the lowest responsible, responsive bid. The bid tabulation and contract is attached. Pitt Country Mart's bulk delivery markup on E10 gasoline is \$0.0003 per gallon and for ULS Diesel #2, it is \$0.0281 per gallon.

The fuel contract, as advertised, is for a period of two (2) years with the option to renew for an additional two (2) years. If the supplier is unable to supply the quantities or types of petroleum products agreed upon, all additional incurred costs in the procurement of fuel shall be paid for by the supplier.

Based on constant fuel prices over the next four (4) years, the value of this contract is approximately \$3.3 million over the four-year term.

**Fiscal Note:** Funding for these purchases will be provided by the City's fuel budget within the Public Works Departmental budget.

**Recommendation:** City Council award a fuel contract to Pitt Country Mart Inc.

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#### ATTACHMENTS

 [Fuel Contract.pdf](#)

 [Fuel Bid.pdf](#)

**STATE OF NORTH CAROLINA  
COUNTY OF PITT**

**PETROLEUM PRODUCTS AND  
SUPPORT SUPPLIES AGREEMENT**

This Petroleum Products and Support Supplies Agreement (“Agreement”) is made and entered into on the \_\_\_\_\_, 2020, by and between the City of Greenville, a municipal corporation in the State of North Carolina, (the “City”) and Pitt Country Mart Inc., a corporation duly authorized to conduct business in the State of North Carolina, (“Supplier”) (individually “Party” and collectively the “Parties”).

**WITNESSETH:**

**WHEREAS**, the City has and maintains numerous vehicles, such as fire trucks, ambulances, police vehicles, and utility vehicles, as well as the City’s generators and other equipment needed for City services which operate using petroleum products; and

**WHEREAS**, the City has a continuous need for petroleum products to ensure public safety and maintain continuity of operations and City services both during normal operations and during an emergency; and

**WHEREAS**, it is estimated that the City uses approximately 7,500 gallons of diesel fuel and 8,000 gallons of unleaded gasoline fuel per week for normal operations; and

**WHEREAS**, the City estimates that during ongoing normal operations, the City will continue to require reliable petroleum product delivery of approximately 7,500 gallons of diesel fuel and 8,000 gallons of unleaded gasoline fuel per-week and approximately 500 to 1,000 gallons of off-road diesel fuel for the City’s generators annually; and

**WHEREAS**, the City estimates that during a small emergency lasting approximately two (2) weeks, the City will require from a petroleum products supplier an estimated delivery amount to the City of 18,000 gallons of unleaded gasoline fuel, 18,000 gallons of diesel fuel, and 1,000 gallons of off-road diesel fuel; and

**WHEREAS**, the City has the need for contracting with a reliable supplier of petroleum products for normal and emergency uses; and

**WHEREAS**, the public interest is served by having a reliable supplier of petroleum products for normal and emergency uses under contract; and

**WHEREAS**, allowing Supplier to serve as the reliable supplier of petroleum products to the City products for normal and emergency uses will provide a public benefit for the citizens and City of Greenville;

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the mutual covenants and agreements contained herein below, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

## ARTICLE I DEFINED TERMS

1.0 For purposes of this Agreement, the following terms wherever used herein, whether capitalized or not, singular or plural, shall have the following meanings:

- 1.1 **Emergency**: A natural or man-made disaster including, but not limited to, severe storms, tornadoes, hurricanes, fires, flooding, warfare, civil unrest, strikes, terrorism, or fuel disruption, including but not limited to refinery or pipe lines being closed or otherwise non-operational. An emergency can be declared by the City, at its sole discretion.
- 1.2 **Petroleum Products**: Unleaded gasoline fuel, diesel fuel, and off-road diesel fuel as specified herein and as required by the City to maintain operations and provide necessary City services during both normal operations and in an emergency.
- 1.3 **City's Fuel Station**: The City's fuel station is located at the City's Public Works Department, 1500 Beatty Street, Greenville, North Carolina 27834. Both unleaded gasoline fuel and Ultra Low Sulfur No. 2 diesel fuel are stored here.
- 1.4 **City's Generators**: Collectively, the City has and maintains the following three (3) locations for generators: 1) The Emergency Operations Center (EOC) which is located at 3375 East 10th Street, Greenville, North Carolina 27858 Station 1 (Headquarters); 2) Greenville Police Department (GPD) and Greenville Fire/Rescue Department (GFR), which is located at 500 South Greene Street, Greenville, North Carolina 27834; and 3) Public Works Department (PWD), which is located at 1500 Beatty Street, Greenville, North Carolina 27834.
- 1.5 **First-Serve Basis**: Supplier's obligation to deliver fuel to the City before delivering fuel to non-governmental entities and requirement to use the closest appropriate terminal for obtaining fuel.
- 1.6 **Cargo**: Any and all petroleum products and/or goods and/or commodities sold to the City, carried, delivered, stored, transported, and/or provided to the City related to this Agreement.

## ARTICLE II OBLIGATIONS

2.0 The City and Supplier shall perform the following obligations related to this Agreement:

2.1 The Supplier agrees to sell and deliver to the City and the City agrees to purchase and accept from Supplier petroleum products pursuant to this Agreement.

2.2 The petroleum products shall meet the following specifications:



- 2.2.1 Gasoline E10, Unleaded, 87 Octane, conforming to Federal EPA specifications.
- 2.2.2 Diesel fuel, Ultra Low Sulfur Diesel Fuel, grade no. 2-D (.0015 mass % sulfur, minimum cetane index of 40) for use in over the road diesel engines.
- 2.2.3 Off-road diesel fuel conforming to Federal EPA specifications.

2.3 The Supplier shall only provide petroleum products to the City from Environmental Protection Agency (EPA) registered terminals.

2.4 **Delivery During Normal Operations:** Request(s) for delivery of petroleum products will be made by email by the City to Supplier by 9:30 am Monday through Friday or unless an emergency demands an alternate schedule. The Supplier shall deliver the requested petroleum products to the location as designated by the City, such as the City's Fuel Station and/or the City's Generators, within twenty-four (24) hours of the request being sent to Supplier. Deliveries by Supplier to the location as designated by the City can only be made Monday through Friday, between the hours of 7:00 am to 3:00 pm, unless an emergency demands an alternate schedule.

2.5 **Delivery During Emergency:** Request(s) for delivery of petroleum products during an emergency will be made by email by the City to Supplier and will be agreed upon by the City and Supplier at the time the email is sent to the Supplier. Expected delivery by the Supplier to the location as designated by the City, such as the City's Fuel Station and/or the City's Generators, will be twenty-four (24) hours but shall not exceed seventy-two (72) hours, unless otherwise agreed in writing by the parties.

- 2.5.1 During an emergency, the Supplier shall provide petroleum products to the location as designated by the City on a first-serve basis.
- 2.5.2 During an emergency, the Supplier may deliver petroleum products as requested by the City to the location as designated by the City by way of tank wagon delivery.
- 2.5.2 In a case where the City's fuel station is flooded and no fuel can be obtained from the City's fuel station, the Supplier shall provide the ability to obtain fuel from a tank wagon, portable tanks, or other means to the location as designated by the City.

2.6 **Labor and Equipment:** Supplier will provide all labor and equipment associated with and as may be required for the delivery of petroleum products to the City's fuel station during regular delivery requests and emergency requests.

2.7 **Late Delivery:** If circumstances beyond the control of the Supplier result in a late delivery of any petroleum products to the City, it is the responsibility and obligation of the Supplier

to make the details known to the City's Fleet Superintendent immediately. Excessive delays in delivery will be cause for termination of this Agreement.

2.8 **Diesel Fuel—Highway Ultra Low Sulfur:** Supplier shall provide ultra-low sulfur #2 diesel fuel to the City to use for highway diesel under the following terms and conditions:

- 2.8.1 The diesel fuel shall be delivered by Supplier FOB to the City's Fuel Station as require by the City.
- 2.8.2 The fuel delivered to City by Supplier shall be ultra-low sulfur #2 highway diesel and meet the quality standard for ultra-low sulfur #2 highway diesel fuel properly treated for local climate conditions. **Fuel sulfur content shall not exceed 15 ppm.** Supplier may be required to provide sulfur content test results to the City as described herein.
- 2.8.3 Diesel Fuel Additives must contained a cetane booster, fuel detergent, a corrosion inhibitor and anti-gel additives.
- 2.8.4 The City will pay to Supplier Selma OPIS Rack Avg. Price per gallon OPIS Average Rack price for End of Day (6:00 pm). Supplier will provide proof of Selma Rack Price with invoice. The City will also pay to the Supplier the following:

Cost of Diesel Fuel Additive	\$0.0125
Transportation price per gallon	\$0.0335
Inspection Fee, LUST & Oil Spill Tax per gallon	\$0.0056
Total Profit margin per gallon	-\$0.0235

2.9 **E10 Unleaded Highway Gasoline Fuel:** Suppler shall provide unleaded highway gasoline fuel to the City under the following terms and conditions:

- 2.9.1 Supplier shall provide unleaded gasoline fuel to the City FOB to the City's Fuel Station as required by the City.
- 2.9.2 The unleaded gasoline shall be suitable for use as fuel for automobiles and pickup trucks. The automobile fuel shall meet all regulatory requirements for commercial, regular unleaded gasoline.
- 2.9.3 The City will pay to Supplier Selma OPIS Rack Avg. Price per gallon OPIS Average Rack price for End of Day (6:00 pm). Supplier will provide proof of Selma Rack Price with invoice. The City will also pay to the Supplier the following:

Transportation price per gallon	\$0.0299
Inspection Fee, LUST & Oil Spill Tax per gallon	\$0.0054
Total Profit margin per gallon	-\$0.035

2.10 **E10 Unleaded Tank Wagon Load or Portable Tank:** The Supplier shall provide upon request by the City E10 unleaded fuel on tank wagon or portable tanks. The tank wagon or portable tank shall have the mean to meter fuel dispense.

2.10.1 The City will provide the location of the tanks wagon or portable tanks upon request.

2.10.2 The City will pay to Supplier Selma OPIS Rack Avg. Price per gallon OPIS Average Rack price for End of Day (6:00 pm). Supplier will provide proof of Selma Rack Price with invoice. The City will also pay to the Supplier the following:

Transportation price per gallon	\$0.13
Inspection Fee, LUST & Oil Spill Tax per gallon	\$0.0054
Total Profit margin per gallon	\$0.10

2.11 **Ultra-Low Sulfur Diesel Fuel Tank Wagon or Portable Storage:** The Supplier shall provide upon request by the City ultra-low sulfur diesel fuel tank wagon or portable storage. The tank wagon or portable tank shall have the mean to meter fuel dispense.

2.11.1 The City will provide the location of the tanks wagon or portable tanks upon request.

2.11.3 Diesel Fuel Additives must contained a cetane booster, fuel detergent, a corrosion inhibitor and anti-gel additives.

2.11.2 The City will pay to Supplier Selma OPIS Rack Avg. Price per gallon OPIS Average Rack price for End of Day (6:00 pm). Supplier will provide proof of Selma Rack Price with invoice. The City will also pay to the Supplier the following:

Cost for diesel fuel additive	\$0.0125
Transportation price per gallon	\$0.13
Inspection Fee, LUST & Oil Spill Tax per gallon	\$0.0056
Total Profit margin per gallon	\$0.10

2.12 **Off-Road Ultra Low Sulfur Diesel Fuel (tank wagon) Deliver to Generators:** The Supplier shall provide upon request by the City off-road ultra-low sulfur diesel fuel to any or all City-owned generators as requested by the City. There are three location for generators (each generator holds 500 gallons):

A. EOC

3375—East Tenth Street, Greenville, NC 27858.

- B. Station 1 (Headquarters)  
500 South Greene Street, Greenville, NC 27834.
- C. Public Works Generator  
1500 Beatty Street, Greenville NC 27834.

2.12.1 Diesel Fuel Additives must contained a cetane booster, fuel detergent, a corrosion inhibitor and anti-gel additives.

2.12.2 The City will pay to Supplier Selma OPIS Rack Avg. Price per gallon OPIS Average Rack price for End of Day (6:00 pm). Supplier will provide proof of Selma Rack Price with invoice. The City will also pay to the Supplier the following:

Cost for diesel fuel additive	\$0.0125
Transportation price per gallon	\$0.13
Inspection Fee, LUST & Oil Spill Tax per gallon	\$0.0056
Total Profit margin per gallon	\$0.10

2.13 **Diesel Exhaust Fluid (DEF):** The Supplier shall provide upon request by the City under the following terms and conditions:

2.13.1 The DEF shall be delivered by Supplier FOB to the City's Fuel Station as require by the City.

2.13.2 The Supplier must ensure the DEF satisfies all requirements set in ISO 22241 to ensure that it is high-quality.

2.13.3 DEF must contain 67.5% distilled or de-ionized water and 32.5% high-grade pharmaceutical urea that will work at temperatures as low as 12F.

2.13.4 The City will pay to Pitt County Mart Inc. for DEF a fixed price for terms of the contract. The City will also pay to the Supplier the following:

<b>Transportation price per gallon</b>	<b>\$0.00</b>
<b>Inspection Fee, LUST &amp; Oil Spill Tax per gallon</b>	<b>\$0.000</b>
<b>Total Profit margin per gallon</b>	<b>\$0.00</b>
<b>Total Cost to City per gal.</b>	<b>\$1.29</b>

2.14 **Price All Inclusive:** All prices to be paid to Supplier pursuant to this Agreement include all product costs, loading, transportation, cargo insurance, bonding, offloading expense, and federal LUST and Superfund taxes, if applicable.

2.15 **Prices to Remain Firm:** Prices must remain firm throughout the terms of the contract in accordance to Section 4 of the Informal Bid Request #20-21-11, which is fully incorporated herein.

2.16 **Supply Guarantee:** If Supplier is unable to supply the quantities or types of petroleum products required as set forth in this Agreement, all costs incurred by the City in procuring the required amount or type of petroleum products from an alternate source, which exceeds the costs set forth in this Agreement, shall be borne by Supplier.

2.17 **Damage:** Any damage to City equipment or vehicles due to supplying fuel that does not meet the City's specifications as stated in this Agreement shall be remedied by Supplier to the complete satisfaction of the City.

2.18 **Compliance with Regulations:** Supplier shall comply with 40 CFR 112 and all other Federal, State, and Local regulations regarding the transportation, transfer, and discharge of all petroleum products specified in this Agreement.

2.19 **Payment:** The Supplier will submit invoices to the City within twenty-four (24) hours of delivery. All invoices must be submitted by email to Angel Maldonado, Public Works Department, Fleet Superintendent ([amaldonado@greenvillenc.gov](mailto:amaldonado@greenvillenc.gov)) **and** Jason Monroe, Public Works Department, Parts Manager ([jmonroe@greenvillenc.gov](mailto:jmonroe@greenvillenc.gov)). Upon receipt of the invoice by the City, the invoice is then payable to the Supplier within thirty (30) days from the receipt, provided the invoice has first been approved by the City.

2.20 **Issues Related to Delivery of Petroleum Products:** Issues related to delivery of fuel may include, but are not limited to, incorrect order, delivering wrong fuel, and cross-fueling. The party at fault will be responsible for all direct costs incurred to correct any such issue.

2.21 **Supplier's Agreement to Pay Additional Costs:** Supplier agrees to pay any and all additional costs incurred by the City to procure emergency fuel elsewhere if Supplier fails to deliver per the requirements of this Agreement and Supplier further agrees to reimburse the City for any out-of-pocket expenses the City directly or indirectly incurs due to Supplier's failure to meet the requirements. Additional costs include but are not limited to the cost to purchase fuel above and beyond the price per this Agreement.

2.22 The Supplier shall comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations pertaining to the performance of Supplier's obligations under this Agreement.

2.23 The Supplier is to procure all permits, licenses, and certificates, as required by any laws, ordinances, rules, and/or regulations, for proper execution and completion of all

obligations under this Agreement.

### **ARTICLE III INSURANCE**

3.0 Supplier agrees to secure, carry, and maintain at its expense, insurance coverage with an A.M. Best Rating of A-VII or better for all obligations, operations, and deliveries pursuant to this Agreement. The City shall be named as an additional insured.

3.1 All insurance companies must be admitted to do business in North Carolina and be acceptable to the City's Risk Manager. If the insurance company(s) is/are a permitted surplus lines insurer, the insurance company name, and NAIC number must be submitted to the City's Risk Manager for approval before commencing work. Supplier shall be required to provide the City no less than thirty (30) days' notice of cancellation, or any material change, to any insurance coverage required by this Agreement.

3.2 A Certificate of Insurance (COI) must be issued by an authorized representative of the insurance carrier(s). Certificates of Insurance must have the Insurance Company name and NAIC number clearly identified.

3.3 The City's review or acceptance of Certificates of Insurance shall not relieve Supplier of any requirement to provide the specific insurance coverages set forth in the Agreement nor shall the City's review or acceptance of Certificates of Insurance constitute a waiver of the specific insurance coverage requirements set forth in the Agreement or acknowledgement that all insurance coverage requirements set forth in the Agreement have been met.

3.4 Supplier agrees to purchase at its own expense insurance coverages to satisfy the following minimum requirements—a certificate reflecting the following minimum coverages shall accompany this Agreement:

3.4.1 **Commercial General Liability:**

Limits:

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

The aggregate limit must apply per project. The form of coverage must be the ISO CG 00 01 policy as approved by the State of North Carolina Department of Insurance. If a form of coverage other than the CG 00 01 is used it must be approved by the Risk Manager for the City. Any endorsed exclusions or limitations from the standard policy must be clearly stated in writing and attached to the Certificate of Insurance. Completed Operations coverage must be maintained for the period of the applicable statute of limitations.

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

3.4.2 **Workers' Compensation Insurance:**

Supplier shall furnish a Certificate of Insurance for Workers' Compensation for all of Supplier's employees subject to the North Carolina Workers' Compensation Act.

Limits:

*Workers' Compensation:* Statutory for the State of North Carolina

*Employers Liability:* Bodily Injury by Accident \$1,000,000 each accident.  
Bodily Injury by Disease \$1,000,000 policy limit.  
Bodily Injury by Disease \$1,000,000 each employee.

No sub-contractor may exclude executive officers. Workers' Compensation must include all employees.

3.4.3 **Supplier's Personal Property:** Supplier shall bear the risk of loss and the City will not be responsible for any of Supplier's property which may be destroyed or damaged during any obligations, operations, or deliveries by Supplier.

3.4.4 **Cargo Liability:** Supplier shall bear the risk of loss covering Cargo until fully and completely delivered to City.

3.4.5 **Cyber:** The City will not be responsible for providing Supplier any cybersecurity or related coverage.

3.4.6 **Commercial Automobile Liability:**

Limits: \$5,000,000 combined single limit and as otherwise required by the Federal Motor Carrier Safety Act.

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

3.4.7 **Pollution Liability/Spills:**

Limits: \$5,000,000 combined single limit.

3.4.8 **Crime:** The City will not be held responsible for any theft, embezzlement for acts of theft, dishonesty, robbery, disappearance, destruction, or losses related to obligations, operations, or deliveries related to this Agreement. Supplier shall obtain adequate commercial crime insurance coverage.

3.5 **Indemnification and Hold Harmless Agreement:** To the fullest extent permitted by law, Supplier shall, to the extent of the Supplier's negligence, indemnify, hold harmless, and defend the City, its elected officials, employees, agents, volunteers, and consultants against **any** liability of any nature or kind, including, but not limited to, costs and expenses for or on account of any and all causes of action or claims of any character whatsoever arising out of, or alleged to arise from, Supplier's performance of this Agreement or in any way arising out of or **in connection with** any of the operations, deliveries, performance, or **obligations** of Supplier under this Agreement, including, but not limited to, any said operations, deliveries, or obligations subcontracted or assigned to a different person or entity from claims, damages, losses, and expenses, including but not limited to attorneys' fees, which is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, caused by acts or omissions of Supplier or anyone directly or indirectly employed by it or anyone for whose acts Supplier may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder and all claims relating in any way to the release into or upon the air, water, or ground of any petroleum product described in this Agreement from any vessel, tank, vehicle, or pipeline owned or leased by Supplier or any agent, employee, contractor, or subcontractor retained by Supplier. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligation of indemnity which would otherwise exist as to a party or person described in this paragraph.

Furthermore, Supplier holds the City harmless and indemnifies the City from any breach, fines, or penalties, ransomware, or any other first or third-party claims that arise in any way from this Agreement.

3.6 **Waiver of Subrogation:** Supplier waives its right of recovery against the City for damages to real or personal property caused by any peril of Loss COVERED BY INSURANCE.

3.7 **Hazardous Substances, Oil, and/or Petroleum Product Spills:** Supplier shall be responsible for any and all costs (direct or indirect) associated with damage and/or cleanup of any hazardous substance, oil, or petroleum product spill caused by the Supplier, its officers, employees, or agents. This responsibility shall extend to freight carriers hired or contracted by Supplier to deliver the commodity. While on any City property, the Supplier shall comply with all local, state, and federal requirements for the proper handling of hazardous substances, oil, and petroleum products.

#### **ARTICLE IV TERM AND TERMINATION**

4.0 **Term:** The Agreement shall have an initial term of two years beginning January 1, 2021. The City reserves the option to extend this contract for two (2) additional one (1) year renewal periods.

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

4.1.1 The Supplier fails to perform any of the services required in this Agreement.



4.1.2 For the convenience of the City, in the City's discretion for any reason whatsoever upon written notice to Supplier. 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 indemnification and hold harmless provisions of this Agreement shall remain in force and the Supplier's sole and exclusive remedy is to be compensated for services rendered up to the date of termination.

4.1.3 Force majeure.

4.2 Upon expiration of this Agreement, this Agreement is terminated, if not extended, in accordance with the terms and conditions of this Agreement.

## ARTICLE V MISCELLANEOUS

5.0 **Notice to City of Spill:** Supplier shall immediately notify Angel Maldonado, Public Works Department, Fleet Superintendent (Telephone: (252) 329-4831; Cellular: (252) 258-9639) and/or Jason Monroe, Public Works Department, Parts Manager (Telephone: (252) 329-4533) if any hazardous substance, oil, and/or petroleum product specified under this Agreement is discharged into the air, water, or ground in the course of any delivery under this Agreement to the City.

5.1 **Notice to City of Access Issues:** Supplier shall immediately notify Angel Maldonado, Public Works Department, Fleet Superintendent (Telephone: (252) 329-4831; Cellular: (252) 258-9639) and/or Jason Monroe, Public Works Department, Parts Manager (Telephone: (252) 329-4533), should Supplier have any problems accessing any point of delivery to the City.

5.2 **Notice:** Unless otherwise specified herein, any notice or other communication provided for herein by a Party shall be in writing and shall be served upon the other Party by either (A) hand-delivery, (B) electronic mail or facsimile transmission, and/or (C) by overnight courier service (with all fees prepaid) to the receiving Party as follows, or to any other address which either Party may hereafter designate for itself in writing:

**City:** City of Greenville  
Fleet Superintendent  
Public Works Department  
Physical: 1500 Beatty Street  
Greenville, North Carolina 27834

Mailing: Post Office Box 7207  
Greenville, North Carolina 27835-7207  
Telephone: (252) 329-4831  
Cellular: (252) 258-9639

Facsimile: (252) 329-4704  
Email: [amaldonado@greenvillenc.gov](mailto:amaldonado@greenvillenc.gov)  
(Angel Maldonado, Fleet Manager)

With a copy to: City of Greenville  
City Attorney's Office  
Post Office Box 7207  
Greenville, North Carolina 27835  
Telephone: (252) 329-4426  
Facsimile: (252) 329-4626  
Email: [emcgirt@greenvillenc.gov](mailto:emcgirt@greenvillenc.gov)  
(Emanuel McGirt, City Attorney)

**Supplier:**

Pitt Country Mart, Inc.  
Korey L. Smith, Vice-President  
Post Office Box 965  
Bethel, NC 27812  
Telephone: (252) 758-5397  
Facsimile: (252) 758-8673  
Email: [korey.smith@countrymartnc.com](mailto:korey.smith@countrymartnc.com)

If either Party hereto changes its address or other contact information for purposes of this Agreement, the Party so changing shall give the other Party appropriate written notice of change of address in the manner specified above.

5.3 **Modifications or Amendments:** Any amendments to this Agreement shall be in writing and agreed to by both Parties.

5.4 **Binding Effect:** This Agreement shall be binding upon the Parties, and their successors in interest.

5.5 **Taxes:** The Parties agree that any sales under the Agreement are not subject to local taxes.

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

5.7 **E-Verify Requirements:** The Supplier shall comply with the requirements of Chapter 64, Article 2 of the North Carolina General Statutes. Furthermore, if the Supplier utilizes a subcontractor, the Supplier shall require the subcontractor to comply with the requirements of Chapter 64, Article 2 of the North Carolina General Statutes. The Supplier

represents that the Supplier and its subcontractors are in compliance with the requirements of Chapter 64, Article 2 of the North Carolina General Statutes.

5.8 **Assignment:** Supplier may not assign this Agreement nor any of its rights or obligations under this Agreement, without the express written consent of the City.

5.9 **Default:** In the event Supplier defaults on any of its obligations under this Agreement, the City shall give Supplier a Ten (10) day period to correct said defaults. If Supplier, in the City's sole discretion, fails to correct the said defaults, then the City may take any or all of the following actions:

5.9.1 Terminate this Agreement.

5.9.2 Pursue any and all other remedies available to City at law or in equity.

In the event City employs an attorney or attorneys on account of any violation of any of the terms or conditions of this Agreement by Supplier, Supplier shall pay all expenses incurred including reasonable attorney fees.

5.10 **Severability:** The non-enforceability or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

5.11 **Headings:** The paragraph headings contained herein are only for convenience and reference, and are not intended to be part of this Agreement or in any manner to define, limit, or describe the scope and intent of this Agreement for the particular paragraph to which they refer.

5.12 The Parties further agree that this Agreement is to be deemed to have been prepared jointly by the Parties hereto, after arm's length negotiations, and that any ambiguity or uncertainty existing herein, if any, shall not be interpreted against the other Party.

5.13 It is expressly understood that this Agreement sets forth the entire agreement of the Parties and supersedes any prior written or oral agreements between them concerning the subject matter contained herein, oral or otherwise, and that there is no other agreement between the Parties other than that contained and incorporated herein.

5.14 The Parties further agree to sign any and all instruments or documents necessary to carry out the full purpose and intent of this Agreement.

5.15 **Choice of Law and Forum; Service of Process:**

5.15.1 This Agreement shall be deemed made in Pitt County, North Carolina and shall be governed by and construed in accordance with the laws of the State of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement shall be the North Carolina General Court of Justice, in Pitt County,

North Carolina. Such actions shall neither be commenced in nor removed to federal court. This subsection shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this subsection.

5.15.2 "Agent for Service of Process" means every person now or hereafter appointed by Supplier to be served or to accept service of process in any State of the United States. Without excluding any other method of service authorized by law, Supplier agrees that every Agent for Service of Process is designated as its non-exclusive agent for service of process, summons, and complaint. Supplier will instruct each Agent for Service of Process that after such agent receives the process, summons, or complaint, such agent shall promptly send it to Supplier. This subsection (5.15.2) does not apply while Supplier maintains a registered agent in North Carolina with the office of the North Carolina Secretary of State and such registered agent can be found with due diligence at the registered office.

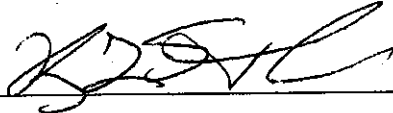
5.16 **Waiver:** No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

5.17 The undersigned hereby certify that this Agreement is made without prior understanding, agreement, or connection with any corporation, firm, or person who submitted bids for obligations covered by this Agreement and this Agreement is in all respects fair and without collusion or fraud. As to Supplier, the undersigned hereby warrants and certifies that he/she is authorized to enter into this Agreement and to execute same on behalf of the Supplier as the act of the said Supplier.

5.18 This Agreement, including any Attachments hereto, which are fully incorporated herein, 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.

- A. **Attachment 1**—Informal Bid Request# 20-21-11
- B. **Attachment 2**—Addendum No. 1
- C. **Attachment 4**—Pitt Country Mart, Inc. Bid Documents

**Awarded Firm**

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

Print Name: Korey L. Smith

Title: Vice-President

Date: 11/29/2020

**CITY OF GREENVILLE**

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

Print Name: P.J. Connelly

Title: Mayor

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

**APPROVED AS TO FORM:**

BY: \_\_\_\_\_  
Emanuel D. McGirt, City Attorney

**PRE-AUDIT CERTIFICATION:**

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

\_\_\_\_\_  
Byron Hayes, Director of Financial Services

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

Account Number: 031-01-69-00-000-000-525000

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

## Attachment A—Bid Price Form

### The City of Greenville, North Carolina PURCHASING OFFICE

#### Gasoline and Diesel Fuel Per Specifications

Informal Bid# 20-21-11

Pursuant to N.C.G.S. § 143-131, as amended, bids and proposals subject to the conditions and specifications herein, are invited for furnishing the following equipment, materials, services, or repair work. **All bids must be received by the City of Greenville's Financial Services Manager by 4:00 PM on Tuesday, October 13, 2020**

**By: Denisha Harris, Financial Services Manager**

**POSITIVELY NO BIDS CONSIDERED UNLESS SUBMITTED ON THIS FORM**  
The undersigned bidder declares that he is aware of all terms and conditions set forth in this solicitation herewith and agrees that if this bid is accepted, that he/she will supply and deliver fuel at the prices shown below.

**NOTE: Please complete the Selma OPIS Rack Avg. Price per gallon as of 6pm on the day listed as your base price.**

**E10 Gasoline (transport load)**

Selma OPIS Rack Avg. Price per gal as of 10/9/2020	\$ 1.2561
Transportation price per gal.	\$ .0299
Inspection Fee, LUST & Oil Spill Tax per gal	\$.0054
Total Profit margin per gal	\$ -.035
Total Cost to City per gal	\$ 1.2564

**E10 Gasoline (tank wagon load or portable tanks)**

Selma OPIS Rack Avg. Price per gal as of 10/9/2020	\$ 1.2561
Transportation price per gal.	\$ .13
Inspection Fee, LUST & Oil Spill Tax per gal	\$.0054
Total Profit margin per gal	\$ .10
Total Cost to City per gal	\$ 1.4915

Ultra Low Sulfur Diesel Fuel (transport load)

Selma OPIS Rack Avg. Price per gal as of 10/9/2020	\$ 1.2308
Cost for diesel fuel additive	\$ .0125
Transportation price per gal.	\$ .0335
Inspection Fee, LUST & Oil Spill Tax per gal	\$.0056
Total Profit margin per gal	\$ -.0235
Total Cost to City per gal	\$ 1.2589

Ultra Low Sulfur Diesel Fuel (tank wagon or portable storage)

Selma OPIS Rack Avg. Price per gal as of 10/9/2020	\$ 1.2308
Cost for diesel fuel additive	\$ .0125
Transportation price per gal.	\$ .13
Inspection Fee, LUST & Oil Spill Tax per gal	\$.0056
Total Profit margin per gal	\$ .10
Total Cost to City per gal	\$ 1.4789

Off-Road Ultra Low Sulfur Diesel Fuel (tank wagon) Deliver to Generators.

Selma OPIS Rack Avg. Price per gal as of 10/9/2020	\$ 1.2323
Cost for diesel fuel additive	\$ .0125
Transportation price per gal.	\$ .13
Inspection Fee, LUST & Oil Spill Tax per gal	\$.0056
Total Profit margin per gal	\$ .10
Total Cost to City per gal	\$ 1.4804

Diesel Exhaust Fluid.

Selma OPIS Rack Avg. Price per gal as of Date: 10/9/2020	\$ N/A
Transportation price per gal.	\$ N/A
Inspection Fee, LUST & Oil Spill Tax per gal	\$.0056 N/A
Total Profit margin per gal	\$ N/A
Total Cost to City per gal	\$ 1.29

*Fixed price for term of contract*

Attachment B—Signature Form

**\*\*MUST BE ATTACHED TO BID\*\***

City of Greenville  
Financial Services Department/Purchasing Division

Informal Bid#20-21-11 Gasoline, Diesel Fuel, DEF

- A. Please complete Attachment A and submit along with this bid signature form. All items bid are bid FOB Greenville, North Carolina, with shipping location as City of Greenville, Public Works Department, Attn: Angel Maldonado, Fleet Superintendent.

Non-Collusion Compliance:

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. The bidder hereby makes an offer to the City of Greenville in accordance with the bid documents, including this Bid Proposal Form and all enclosures. The undersigned individual certifies that he or she is authorized to sign this bid for the bidder.

Date 10/13/20

The following are enclosed: (check all applicable)

- Brochures
- Samples
- Other

Pilot Country Mart Inc.  
OFFICIAL LEGAL NAME OF COMPANY

P.O. Box 965  
ADDRESS

Bethel NC 27812  
CITY STATE ZIP CODE

Korey L. Smith  
AUTHORIZED SIGNATURE

Korey L. Smith Vice president  
PRINT NAME TITLE

(252) 758-5397 (252) 758-8673  
TELEPHONE NO FAX NO.

56-1247628  
FEDERAL I.D. NUMBER

Korey.smith@countrymartnc.com  
EMAIL/WEB SITE ADDRESS





# City of Greenville, North Carolina

**Meeting Date: 01/11/2021**

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

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

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

<b>Payee</b>	<b>Adjustment Refunds</b>	<b>Amount</b>
Acey Paschall	Registered Motor Vehicle	171.46
Blackbeard Cigars LLC	Registered Motor Vehicle	172.85
Clarence Bryant	Registered Motor Vehicle	184.96
Corelogic Real Estate Tax Service	Real Estate Taxes	2,015.92
Douglas McRoy	Registered Motor Vehicle	305.67
Jack Hardison	Registered Motor Vehicle	123.32
Linda Belmonte	Registered Motor Vehicle	193.78
LULU2, LLC	Registered Motor Vehicle	199.35
Michael Roberts	Registered Motor Vehicle	118.90
Nathan Smith	Registered Motor Vehicle	312.55
State Employees Credit Union	Real Estate Taxes	526.61
Walter Robey	Registered Motor Vehicle	127.80
	<b>Refunds Total</b>	<b>4,453.17</b>

**Fiscal Note:** The total refunded is \$4,453.17

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



# City of Greenville, North Carolina

Meeting Date: 01/11/2021

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**Title of Item:** Contract Award for Professional Services for Right-of-Way and Final Design on the BUILD Grant

**Explanation:** The City advertised for professional services for design, right-of-way (ROW), Construction Engineering and Inspection (CEI), and Grant Reporting on the BUILD Grant on April 21, 2020. This solicitation included services for federally-funded capital improvement projects associated with the BUILD Grant awarded to the City by the USDOT. The design contract for BUILD has three phases, or task orders, as follows: Design and Grant Administration, Right-of-Way and Final Design Services, and Construction Administration/Observation. The Engineering Department is requesting that City Council approve the fee for Task Order 2 and award a professional services contract to Kimley-Horn and Associates in the amount of \$1,247,390.75 for right-of-way services and final design.

In November 2019, the City of Greenville was awarded a federal BUILD Grant by the USDOT. This grant was awarded to provide funding for seven project components that will connect residents, employees, students, and visitors to West Greenville, the Medical District, East Carolina University, and the burgeoning downtown. The urgency of work associated with this grant is necessitated by the funding obligation schedule required by USDOT.

The scope of professional services for all BUILD projects includes, but is not limited to, planning, environmental assessments, permitting, public involvement, surveying, traffic analysis, development of construction documents, right-of-way and easement valuation and acquisition, construction administration and observation, materials testing, and grant administration. These services are being provided in three phases (or task orders):

- Task Order #1 – Design and Grant Administration
- Task Order #2 – ROW Services and Final Design
- Task Order #3 – Construction Administration/Observation

Each task order is being negotiated at appropriate times during the life of the projects as design progresses, thus allowing scopes and fees of these task orders to be developed based upon more detailed information.

Council approved Task Order #1 for design and grant administration services on

June 11, 2020. Design work being conducted under Task Order #1 has progressed to the point that it is now appropriate to proceed with Task Order #2. Services provided under this task order include, but are not limited to, right-of-way and easement valuation and acquisition negotiations, mapping of right-of-way and easements, development of final plans and contract documents, and bid phase services.

Attached is the recommended scope of services for base fee and additional services. The work of this task order will begin immediately upon execution of the contract. Additional services under this task order may only be utilized upon written approval by the City.

**Fiscal Note:** The fee for Task Order #2 is \$1,247,390.75.

**Recommendation:** City Council approve the fee for Task Order #2 and award a professional services contract for right-of-way and final design services to Kimley-Horn and Associates in the amount of \$1,247,390.75.

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#### ATTACHMENTS

 [FINAL\\_TO2\\_Exhibit A\\_Greenville-BUILD\\_Scope\\_2020-12-21.pdf](#)

# Exhibit A, Attachment 1

## SCOPE OF SERVICES CITY OF GREENVILLE TASC BUILD GRANT PROJECTS- TASK ORDER #2 December 21st, 2020

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Engineer”) is pleased to submit this scope of services for engineering services for the TASC BUILD Grant Project – Task Order 2. Our project understanding, scope of services, schedule, and fee are below.



## Project Understanding

KHA understands that the City of Greenville would like to secure professional services for the TASC BUILD Grant Project. This project will be performed in three phases: Design, ROW Mapping / Acquisition and Bid Phase Services, and Construction Phase Services. *This scope is specifically for professional services related to Task Order 2 – Easement/ROW mapping & acquisition, Final Design, and Bid Phase Services.* The BUILD Grant project consist of seven (7) individual projects that require varying levels of design to get to completion. The projects are shown in the overview map above and are defined as follows:

- **Project A - South Tar River Greenway Phase 3B**
  - Finalize design of EB-5539 along river to VA Health Care Center
  - ~1000-LF of a Multi-use path, (VA Health Care Center to West 5th Street)
- **Project B - Moye Boulevard Sidewalk Expansion**
  - ~3800-LF of new multi-use path, (Moye Blvd. intersection with W.5<sup>th</sup> street (NC 43) south to Farm Drive for one block, north on Venture Tower Drive for 2 blocks, east on Sennie Drive for one block, north on Stantonsburg Road for one block ending at the Memorial drive intersection.)
  - West 5<sup>th</sup> Street and Stantonsburg Road)
- **Project C - West 5th Street Streetscape, Phase II**
  - ~975-LF of roadway and streetscape improvements including a roundabout, (Cadillac St to just west of Shepard St)
- **Project D - West 5th Street Streetscape, Phases III**
  - ~3050-LF of roadway and streetscape improvements including a roundabout, (Just west of Shepard St to S Pitt St) –
- **Project E – West 5th Street Streetscape Phase IV**
  - ~1600-LF of roadway and streetscape improvements, (S Pitt St to Reade St)
- **Project F - Millennial Connector**
  - ~1500-LF of new greenway (Dickinson Ave & Ficklen St to ECU Millennial Campus South of W 10<sup>th</sup> Street)
- **Project G - Town Common Connector**
  - ~2000-LF of new greenway, (E 1st Street to E 5th Street)

The Engineer shall perform all services in accordance with the latest editions of the:

- City of Greenville Manual of Standard Designs and Details
- NCDOT Standard Specifications for Roads and Structures
- GUC Water and Wastewater Design Manual
- NCDEQ Erosion and Sediment Control Planning and Design Manual
- MUTCD (Manual on Uniform Traffic Control Devices)
- Uniform Relocation Assistance and Real Property Acquisition Act, 49 CFR Part 24 as amended

- And any other applicable standards

## TASK ORDER 2 – Easement/ROW Mapping & Acquisition

### Task 1 – Project Administration

Kimley-Horn Team (Engineer) will develop a project work plan framework for Task Order 2 that includes the essential elements needed to deliver the Build Grant project as set forth in paragraph A1.03.B in the EJCDC Contract. As part of this effort, we will consider the City's (Owner's) and various subconsultant Engineer's schedules as well as budget, and will work to provide cost efficiency and expedition of the schedule. Portions of the tasks set forth in this Task order will occur during the contract time for Task Order 1 (Design Phase), but some portions of this task order will extend beyond the design phase such as Bid Phase Services. The new durations for this Task Order 2 are anticipated to be 6 months (August – January).

The Engineer will administer the project in a manner so as to be responsive to the needs and schedule of the Owner and assure the quality of the product. The following project administration efforts will include the following items:

- Oversee the project team relative to adherence to budget, schedule and conformance to the project scope on a day-to-day basis.
- Provide a minimum of two project contacts for the Owner so that at any time someone familiar with the project can be available to the Owner if questions, comments, concerns, or other project needs arise.
- Maintain the quality control program throughout the life of the project.
- Perform project planning and formulation.
- Update the project schedule (formally) if during the life of the project a substantial deviation in the schedule occurs for any reason. All other minor schedule updates will occur in the monthly project reporting.
- Meet with the Owner's Project Team as appropriate based on scope via conference call or be available to answer project related questions on a regular basis via phone calls and email.
- Prepare and submit via email a monthly progress report to update the project schedule, list milestones achieved, provide current status of each major task, support and document schedule changes, update product costs and justify any proposed changes to the schedule or budgets. Monthly progress reports are due at the end of each month and shall coincide with monthly project invoicing.
- Utilize City's Opcenter project management software to actively manage Grant projects through the design phase (Task Order 2). Opcenter will host project data and allow the Owner to view updates and submittals throughout project development and construction.
- Maintain a project cost accounting system throughout the life of the project and prepare monthly project invoice.

All project final deliverables will be certified (signed, sealed and dated) by a professional engineer and/or surveyor registered in the state of North Carolina.

Project Administration is anticipated to occur on an ongoing basis throughout the *Easement/ROW mapping & aquisition phase* (Task Order 2) as set forth in paragraph A1.03.B in the EJCDC Contract.

## TASK 2 – Meetings and Coordination

The Build Grant projects will require special meetings to coordinate progress and keep the projects on schedule. Meetings anticipated include:

- Six (6) External Progress meetings (meet to discuss mapping efforts, easements on all projects, and bid phase related items) – 6 hour per meeting including prep, travel, and minutes.
- Six (6) Internal Progress meetings (meet internally with team members to discuss mapping efforts, easements on all projects, and bid phase related items.) – 3 hours per meeting.

## TASK 3 – Property Acquisition Assistance

The Engineer shall work with subconsultants to prepare appropriate documents and provide required information to support the Real Estate Acquisition Phase in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act, 49 CFR Part 24, as amended.

The Engineer shall provide Corridor Easement/Right of Way Maps that will show easements and right of way needed to complete the construction project on the various parcels covered within the limits of the map. The requirements for map production are outlined in section 3.2 below.

After review by the City's Project Manager during the Preliminary Submittal, the Engineer (and Subconsultant) shall finalize all Corridor Easement/Right of Way Maps and submit them per the requirements included in this section. At the Project Manager's discretion, the Engineer may also be requested to provide one (1) 11 x 17 copy of the applicable construction plan sheets for each Corridor Easement/Right of Way Map for the project. The plan sheets shall be stamped "Preliminary, not for Construction". All major preliminary plan review comments must be addressed prior to submitting the survey maps and plan sheets for easement acquisition.

### TASK 3.1 – Easement Acquisition Table

The Engineer shall prepare a table listing all parcels that require right of way or easement acquisition. Included in the table shall be each property owner's name, address, tax code, parcel number, square footage of right of way, storm drainage

easement, utility easement, dual use easement, and temporary construction easement. The Engineer will coordinate with TELICS throughout the process and provide a peer review of the Right of Way Claim Report spreadsheet noted in Task 3.4.

## TASK 3.2 – Real Estate Mapping (Projects A, B, F, G)

Subconsultant Rivers & Associates will provide the following property mapping services for project A, B, F, and G.

- Corridor Easement/Right of Way Maps (18"x 24" mylar) are to be prepared in accordance with GS 47-30 and recordation at the Pitt County Register of Deeds. Map Scale will be 1 inch = 20 feet.
- One set of maps per each Area. Each set will have a Cover sheet, Legend/ Data/Easement summary sheet and plan sheets. Mapping symbology on the maps will conform to design documents Legend; IE Triangle = R/W Monument, etc.
- Prepare individual metes and bounds legal descriptions from the maps and provide a MSWord Document to KHA/Telics. If a property has multiple easements, they will be placed into one document.
- Initial one-time staking of the easements (permanent and temporary) for Telic site meeting with property owner. Points will be witnessed by a 9" stake and a nail (or paint dot if on concrete). Paint/flagging used will be surveyors pink in color. (All easement points – Greenway and Temporary Const. at bends and property line crossing)
- Place true NC Grid Coordinates on the maps for a future surveyor's use to re-establish the easement(s).
- Record Maps at the Pitt County Register of Deeds (Recording fee included)
- Coordination with CH Engineering for Final Plat and Easement Acquisition Sheet formats.
- Prepare Norfolk Southern Real Estate Engineering Plat, Point Report and Legal Description to the best of the surveyor ability in accordance with those requirements provided on December 4, 2020. (Please note: Existing property corners cannot be replaced with NSRR Cap and Rebar.)
- Attend necessary virtual meetings throughout the process.

In the event that the Subconsultant does not end up performing Right of way or easement mapping on the number of parcels anticipated in this scope of work then a credit (or non-billing) for an agreed upon number of parcels will occur. The determination of the credit (non-billing) would be based upon the following criteria:



- This credit would only come into effect if the parcel count to map easements was reduced by greater than 5 parcels.
- Subconsultant would not provide a credit to City for the 5 parcels (5 parcel buffer), but only those parcels over and above that number that did not require real estate mapping for ROW or Easements.
- The value of the credit is \$1000 per parcel (over the five (5) parcel buffer).

### **Excluded from Survey Easement Acquisition Scope Project Area A, B, F, G**

- No final or permanent monumentation will be set on easements.
- Re-staking of damaged or destroyed easement stakes/nails
- Obtaining Owner authorization/Right of Entry for easement staking
- Coordination/Communication/Submittals to Norfolk Southern Railroad.
- Acquisition of any item to be provided by Norfolk Southern Railroad, as detailed in the “NS Real Estate Engineering Plat and Legal Description Requirements for Conveyance and Permanent Easements:”, last revised 3/1/2016.
- City to waive any fees associated with map submittals.
- Easement mapping/acquisition in Project D and E.

## **TASK 3.3 – Real Estate Mapping (Projects D & E)**

Subconsultant CH Engineering will provide the following property mapping services for Project D & E.

### **Final R/W / Easement Staking / Mapping**

- CHE will recon and verify the condition of the existing baseline previously established. It is estimated that approximately 5,500 lf of existing baseline control is to be recovered. CHE will utilize the existing baseline to establish supplemental traverse control points to be used to set the proposed easement and R/W points.
- Calculate property line ties to the design alignment for properties affected by New R/W and easements.
- CH Engineering will compute R/W and easement points using Geopak and include computed and as-staked point numbers on plan sheets. This will include data set, material type set and /or any changes to the station offset.
- CH Engineering will perform the R/W and Easement Staking and Mapping as follows:

**Project D – (West 5<sup>th</sup> Street – Phase 3)**

- **From Sheppard St. to Pitt St.**

Stake out the proposed **Preliminary R/W** points, approximately **83 points**. These points will be marked by a **9”** witness stake and **60D nail** with **“Pink”** flagging with the alignment designation, station, offset distances to the designed alignment, and type of point (R/W) on the front of the stake facing the alignment and the point number on the back of the stake. Included in this task is setting approx. **30 proposed R/W** locations where the proposed R/W crosses the property sidelines. These points will be staked with a 9” stake at intermediate property line crossings in between the final R/W locations as shown on the design plans.

Stake out the proposed **permanent** and **temporary** easement points, approximately **121 easement points**; permanent drainage (PDE) and utility easement points (PUE) and drainage utility easements (DUE) and temporary easements; (TCE) and (TDE). These points will be marked by a **9”** witness stake and **60D nail** with **“Pink”** flagging and labeled with the alignment designation, station, offset distances to the designed alignment, and type of point (PDE), (PUE), (DUE), (TCE) and (TDE) on the front of the stake facing the alignment and the point number on the back of the stake.

Stake out the proposed **Final R/W** points, approximately **83 monument points**. These points will be staked **after** property owner negotiations. These points will be marked by a **30” No. 5 rebar** with a **Permanent R/W cap and 48” white top witness stake** with flagging and labeled with the alignment designation, station, offset distances to the designed alignment, and type of point (R/W) on the front of the stake facing the alignment and the point number on the back of the stake.

CH Engineering will prepare acquisition maps of the R/W and Easement areas, signed and sealed by a Professional Land Surveyor of North Carolina, suitable for recording in the Pitt County Register of Deeds Office and in accordance with GS 47-30 for use in the conveyance of easements and rights-of-way necessary for the construction of the project. It is estimated that six **(6) maps** shall be required to fully map the property impacts for this section of the project. Maps shall be prepared at a suitable scale to clearly represent the proposed right of way, permanent and temporary drainage, utility and construction easements required for the project. The maps shall be provided on 18” x 24” reproducible medium and Adobe Acrobat (PDF) format at a scale of 1”=20’. This scope includes two (2) preliminary submittals (bond plots for review) and two (2) final submittal on 18” x 24” Mylar sheets.

CH Engineering will prepare R/W Dedication Maps for the NCDOT for the conveyance of roadway R/W from the City of Greenville to the NCDOT. It is anticipated that approximately **(3) Dedication maps will be required**.

CH Engineering will prepare written legal descriptions of **each area take** with a metes and bounds description to be incorporated with the deed conveyance document. It is

estimate that approximately **130 legal descriptions** will be required in the section of the project.

**Project E – (West 5<sup>th</sup> Street - Phase 4)**

- **From Pitt St. to Reade St.**
- **Proposed R/W** points are not anticipated in this section.

Stake out the proposed **permanent** and **temporary** easement points, approximately **158 easement points**; permanent drainage (PDE) and utility easement points (PUE) and drainage utility easements (DUE) and temporary easements; (TCE) and (TDE). These points will be marked by a **9”** witness stake and **60D nail** with **“Pink”** flagging with labeled with the alignment designation, station, offset distances to the designed alignment, and type of point (PDE), (PUE), (DUE), (TCE) and (TDE) on the front of the stake facing the alignment and the point number on the back of the stake.

CH Engineering will prepare maps of the Easement areas, signed and sealed by a Professional Land Surveyor of North Carolina, suitable for recording in the Pitt County Register of Deeds Office and in accordance with GS 47-30 for use in the conveyance of easements and rights-of-way necessary for the construction of the project. It is estimated that six **(5) maps** shall be required to fully map the property impacts for this section of the project. Maps shall be prepared at a suitable scale to clearly represent the proposed right of way, permanent and temporary drainage, utility and construction easements required for the project. The maps shall be provided on 18” x 24” reproducible medium and Adobe Acrobat (PDF) format at a scale of 1”=20’. This scope includes two (2) preliminary submittals (bond plots for review) and one (2) final submittal on 18” x 24” Mylar sheets.

CH Engineering will prepare written legal descriptions of **each area take** with a metes and bounds description to be incorporated with the deed conveyance document. It is estimate that approximately **30 legal descriptions** will be required in the section of the project.

**NOTE:** All maps and legal descriptions will have will have a NCGS Grid Tie shown on each plat and referenced in each legal description.

- CH Engineering, PLLC does anticipate overnight stays for this project. The approximate travel time will be 3 hour for a round trip (180 mi.).
- Time will be allowed for Project Management and Supervision.
- CH Engineering, PLLC survey personnel will wear safety attire while working on or near the roadway. Proper Traffic Control and Signage will be in accordance with NCDOT Safety Guideline requirements.

In the event that the Subconsultant does not end up performing Right of way or easement mapping on the number of parcels anticipated in this scope of work then a credit (or non-billing) for an agreed upon number of parcels will occur. The determination of the credit (non-billing) would be based upon the following criteria:

- This credit would only come into effect if the parcel count to map easements was reduced by greater than 5 parcels.
- Subconsultant would not provide a credit to City for the 5 parcels (5 parcel buffer), but only those parcels over and above that number that did not require real estate mapping for ROW or Easements.
- The value of the credit is \$1000 per parcel (over the five (5) parcel buffer).

**Assumptions:**

- No final or permanent monumentation will be set on easements.
- Re-staking of damaged or destroyed easement stakes/nails is not included in this scope of services.
- Obtaining Owner authorization/Right of Entry for easement staking is to be provided by others.
- City to waive any fees associated with map submittals.

**Notes:**

CH Engineering, PLLC understands that PK nails will be used in asphalt. Painting the connectivity between points is not required. Only the point itself will be painted; (a triangle for R/W points and a square for permanent easement points and a circle for temporary easement points). Stations and offsets will **not** be painted on hard surfaces. Points not painted with stations will be noted in the as-staked spreadsheet.

In cases where the calculated R/W or easements point locations are obstructed and cannot be set, the point will be noted in the deliverables as obstructed and NOT set.

The following will be provided to the Engineer upon completion of the project:

- Excel spreadsheet form indicating calculated location and staked location of all points staked.
- Survey project report.
- Surveyors' certification of work completed.
- Survey Progress Reports on the 1<sup>st</sup> and 15<sup>th</sup> each month as required.
- CH Engineering original mapping files for the project.

- Written Legal Descriptions in Word format.
- Survey Maps suitable for recording in the Pitt County Register for Deeds Office.

CH Engineering understands that this project is to be performed utilizing English Units measurements and mapped using **AutoCAD** standards.

### TASK 3.4 – Right of Way Evaluation/Acquisition (*Unit Cost Services*)

TELICS will provide an estimate of value for the impacted parcels within each project in 1 of 3 formats (noted below). This scope is based on the estimated parcel counts shown in the following Fee Proposal. Typically, all settlement will be attempted with a Right of Way Claim Report if the estimated value is under \$10,000. If settlement is not reached using a Right of Way Claim Report, then TELICS would obtain an appraisal. The 3 valuation formats Are:

1. Right of Way Claim Report- a spreadsheet showing estimated per square foot values for the impacted parcel. This is not a certified appraisal but an acceptable “waiver report” for parcels impacted under \$10,000
2. Abbreviated Narrative Appraisal- a before and after value certified appraisal report that does not damage the remaining per acre value of the land of the after value of any improvements
3. Full Narrative Appraisal- a more complex certified appraisal that can include damages to remaining value of land or improvements

TELICS shall submit the spreadsheet of per square foot values to City for review and approval prior to reviewing the same with property owners and making offers of compensation. Additionally, TELICS shall submit all other appraisals to City for purposes of completing, or causing to be completed, appraisal reviews. Should the appraisal review confirm the appraisal provided by TELICS, City will approve the appraisal. Should the appraisal review not confirm the appraisal, TELICS will make corrections to the appraisal as required for resubmission and approval.

Using the approved appraised value, TELICS will endeavor to negotiate and secure a signed Offer to Purchase on subject parcels and hand deliver the original to the City. A minimum of 3 attempts to settle with each property owner will be made. In the event a property owner refuses to settle, or negotiations reach an impasse, TELICS will deliver to the City a written recommendation to acquire the property through condemnation along with a detailed negotiation diary and all other information regarding the attempted settlement. Depositions or testimony for a condemnation claim is not anticipated and would be considered ADDITIONAL SERVICES.

Should a condemnation occur, the City may require a Full Narrative Appraisal to be provided for a parcel in which an Abbreviated Narrative Appraisal was previously provided, and the second appraisal would be considered ADDITIONAL SERVICES and would be billed at the unit rate provided below.

TELICS will subcontract to a qualified local Attorney to perform title searches and coordinate with mortgage holders. All closing processes and those involved with filing condemnation and approval of condemnations by City Council will be handled by the City Attorney and are not included in this scope.

The following Project specific tables summarize the possible scope items required per parcel, unit prices per parcel, number of parcels, and projected worse case pricing assuming that appraisals are needed on every parcel.

### Project A – South Tar River Greenway (Phase 3B)

Fee Schedule	Unit Price	Units	Total Price
State Property Negotiations	\$4,000 / parcel	0	\$0.00
Privately Owned Property	\$3,500 / parcel	3	\$10,500.00
Full Narrative Appraisal	\$3,750 / appraisal	3	\$11,250.00
Abbreviated Narrative Appraisal	\$2,500 / appraisal	0	\$0.00
Public Involvement Meetings	\$150 / hour	0	\$0.00
Preliminary Title Opinions	\$500 / parcel	3	\$1,500.00
<b>TOTAL</b>			<b>\$23,250.00</b>

### Project B – Moye Boulevard Sidewalk Expansion

Fee Schedule	Unit Price	Units	Total Price
State Property Negotiations	\$4,000 / parcel	0	\$0.00
Privately Owned Property	\$3,500 / parcel	10	\$35,000.00
Full Narrative Appraisal	\$3,750 / appraisal	1	\$3,750.00
Abbreviated Narrative Appraisal	\$2,500 / appraisal	4	\$10,000.00
Public Involvement Meetings	\$150 / hour	0	\$0.00
Preliminary Title Opinions	\$500 / parcel	10	\$5,000.00
<b>TOTAL</b>			<b>\$53,750.00</b>

### Project D- West 5<sup>th</sup> Street Streetscape, Phase III

Fee Schedule	Unit Price	Units	Total Price
State Property Negotiations	\$4,000 / parcel	0	\$0.00
Privately Owned Property	\$3,500 / parcel	58	\$203,000.00
Full Narrative Appraisal	\$3,750 / appraisal	6	\$22,500.00
Abbreviated Narrative Appraisal	\$2,500 / appraisal	23	\$57,500.00
Public Involvement Meetings	\$150 / hour	0	\$0.00
Preliminary Title Opinions	\$500 / parcel	58	\$29,000.00
<b>TOTAL</b>			<b>\$312,000.00</b>

**Project E- West 5<sup>th</sup> Street Streetscape, Phase IV**

Fee Schedule	Unit Price	Units	Total Price
State Property Negotiations	\$4,000 / parcel	0	\$0.00
Privately Owned Property	\$3,500 / parcel	18	\$63,000.00
Full Narrative Appraisal	\$3,750 / appraisal	2	\$7,500.00
Abbreviated Narrative Appraisal	\$2,500 / appraisal	7	\$17,500.00
Public Involvement Meetings	\$150 / hour	0	\$0.00
Preliminary Title Opinions	\$500 / parcel	18	\$9,000.00
<b>TOTAL</b>			<b>\$97,000.00</b>

**Project F- Millennial Connector**

Fee Schedule	Unit Price	Units	Total Price
State Property Negotiations	\$4,000 / parcel	0	\$0.00
Privately Owned Property	\$3,500 / parcel	4	\$14,000.00
Full Narrative Appraisal	\$3,750 / appraisal	1	\$3,750.00
Abbreviated Narrative Appraisal	\$2,500 / appraisal	1	\$2,500.00
Public Involvement Meetings	\$150 / hour	0	\$0.00
Preliminary Title Opinions	\$500 / parcel	4	\$2,000.00
<b>TOTAL</b>			<b>\$22,250.00</b>

**Project G- Town Common Connector**

Fee Schedule	Unit Price	Units	Total Price
State Property Negotiations	\$4,000 / parcel	3	\$12,000.00
Privately Owned Property	\$3,500 / parcel	1	\$3,500.00
Full Narrative Appraisal	\$3,750 / appraisal	1	\$3,750.00
Abbreviated Narrative Appraisal	\$2,500 / appraisal	3	\$7,500.00
Public Involvement Meetings	\$150 / hour	0	\$0.00
Preliminary Title Opinions	\$500 / parcel	4	\$2,000.00
<b>TOTAL</b>			<b>\$28,750.00</b>

### Summary of Project Totals

Project	Total Price
A- South Tar River Greenway	\$23,250.00
B- Moye Boulevard Sidewalk Expansion	\$53,750.00
D- West 5 <sup>th</sup> Street Streetscape, Phase III	\$312,000.00
E- West 5 <sup>th</sup> Street Streetscape, Phase IV	\$97,000.00
F- Millennial Connector	\$22,250.00
G- Town Common Connector	\$29,950.00
<b>TOTAL</b>	<b>\$538,200.00</b>

#### Assumptions

- All Appraisal Reviews will be handled by the City of Greenville.
- There are no Relocation Claims.
- All closings will be handled by the City of Greenville, unless directed to be closed by TELICS. Closings performed by TELICS or qualified subcontractor would be considered ADDITIONAL SERVICES.

The above fee is based on an estimated 97 parcels and 0 relocations. Final fee will be based on the actual number of parcels acquired during the project, and the actual number of appraisals and type of appraisal obtained. Appraisals will only be billed as required by City of Greenville requirements.

## TASK 4 – Bid Phase Services

It is our understanding that the seven build grant projects will be advertised as two (2) separate bid packages.

- The Roadway Bid package will consist of the three West Fifth Street roadway projects C, D, and E.
- The Greenway Bid package will consist of the Moye Boulevard Multi Use Path (projects A & B), Millennial Connector (Project F), and Town Common Connector (Project G).



Each Bid Package will be independent of each other, but will likely be in process at similar timeframes.

### Coordinate Advertisement and Plan Room Setup

The Engineer will manage an on-line Plan Room for each Bid Package where Bidding Contractors can access the Plans and Specifications. Additionally, the Engineer will coordinate advertisement for the bid sets per the requirements set forth by the City and FHWA.

### Finalize Contract Documents

After final plans are completed in Task Order 1, FHWA will review the Bid packages and provide comments. The Engineer will address FHWA comments and incorporate any necessary revisions to the contract document that may be need during the period between final plans and bid.

### Pre-Bid Meeting

The Engineer shall prepare the agenda for and conduct a Pre-Bid Meeting for each Bid Package with the Contractor's representatives, the City's staff, and the Engineer's sub-consultants as necessary.

- Roadway Bid Package - The Engineer and subconsultant (Rivers and Associates) shall provide assistance to the City as needed during this meeting in interpreting the plans and specifications and answering the Contractor's questions. The Engineer will provide Meeting documentation for project records.
- Greenway Bid Package - The Engineer and subconsultants (Rivers and Associates and Daveport) shall provide assistance to the City as needed during this meeting in interpreting the plans and specifications and answering the Contractor's questions. The Engineer will provide Meeting documentation for project records.

### Issue Addenda

The Engineer shall prepare and issue Addenda during the bidding process. The Engineer shall coordinate with and provide assistance to the City as needed during this process of interpreting the plans and specifications and answering the Contractor's questions.

- Roadway Bid Package
  - For Projects D and E, the Engineer shall prepare and issue up to four (4) Addenda (2 per Project) for roadway design during the bidding process. The Engineer shall coordinate with and provide assistance to the City as needed during this process of interpreting the plans and specifications and answering the Contractor's questions.

- Subconsultant Rivers and Associates shall assist Engineer with Addenda specifically related to wet utility conflict resolution design related questions and responses.
  - Subconsultant Davenport shall assist Engineer with Addenda specifically related to groundwater and soil contamination related questions and responses.
- For Project C, the Engineer and subconsultant Rivers and Associates shall prepare and issue up to two (2) Addenda for roadway design during the bidding process. The Engineer and subconsultant Rivers and Associates shall coordinate with and provide assistance to the City as needed during this process of interpreting the plans and specifications and answering the Contractor's questions.
  - Subconsultant Davenport shall assist Engineer with Addenda specifically related to groundwater and soil contamination related questions and responses
- Greenway Bid Package -
  - For Projects A and G, the Engineer shall prepare and issue up to four (4) Addenda (2 per Project) for roadway design during the bidding process. The Engineer shall coordinate with and provide assistance to the City as needed during this process of interpreting the plans and specifications and answering the Contractor's questions.
    - For Project G, the subconsultant Rivers and Associates shall assist Engineer with Addenda specifically related to wet utility conflict resolution design related questions and responses.
  - For Project B, the Engineer and subconsultant Rivers and Associates shall prepare and issue up to two (2) Addenda for roadway design during the bidding process. The Engineer and subconsultant Rivers and Associates shall coordinate with and provide assistance to the City as needed during this process of interpreting the plans and specifications and answering the Contractor's questions.
  - For Project F, the Engineer and subconsultant Davenport shall prepare and issue up to two (2) Addenda for roadway design during the bidding process. The Engineer and subconsultant Davenport shall coordinate with and provide assistance to the City as needed during this process of interpreting the plans and specifications and answering the Contractor's questions.

## Bid Opening

The Engineer shall prepare the agenda for and conduct the Bid Opening Meeting for the Bid packages with the Contractor's representatives, the City's staff, and the Engineer's sub-consultants as necessary. The Engineer shall provide assistance to the City as needed during these meetings in interpreting the plans and specifications and answering

the Contractor's questions. The Engineer will provide Bid Opening Meeting documentation for project records.

### **Bid Tabulation and Certification**

The Engineer shall review all the qualified bids for both Bid Packages, including bond and insurance from the Bid Opening, compliance with contract documents, and tabulate these bids and prepare recommendation of award to the City. The Engineer shall certify the recommended bids.

### **Project Bid Submittal to FHWA**

The Engineer shall prepare, review and submit all project bid documents for both Bid Packages requested by the Federal Highway Administration (FHWA). This task includes all effort required to submit the Project Bid Information to FHWA utilizing their required forms.

### **Contract Execution and Routing**

The Engineer shall be available to assist the City with contract execution and routing of documents for signature.

## **TASK 5A – Expenses**

## **TASK 5B – Expenses (Subconsultants)**

## **Exhibit A, Attachment 2**

### **ADDITIONAL SERVICES**

CITY OF GREENVILLE

TASC BUILD GRANT PROJECTS- TASK ORDER #2

December 21st, 2020

### **ADDITIONAL SERVICES**

#### **TASK 6 – Unspecified Services**

For budgetary purposes, this task allocates a sum of money that can be designated at a future date to cover Unspecified Services. City approval for the future task and budget will be required.

#### **TASK 7 – Real Estate Mapping – (Project C)**

It was discovered during the scoping of this Task Order that there is a possibility that prior mapping on Project C may not have been recorded and that additional easements may be required to fully construct the Project. If funds are needed to complete these real estate mapping tasks, this task allocates a sum of money that can be designated at a future date to cover the below services. City approval for the future task and budget will be required.

- Provide Permanent Sidewalk Easement Acquisition Mapping and Services in Area C, Permanent easement mapping is limited to Pitt County Parcel Numbers 19862, 00668, 00677, 01134, 03007, 21896, 00620 and 00621.
- Provide Temporary Construction Easement (TCE) Mapping and Services in Area C, potential additional TCE parcels are limited to Pitt County Parcel Numbers 21492, 26987, 17033, 21343, 17034, 03995, 13568 and 08287.
- Corridor Easement Maps (18"x 24" mylar) are to be prepared in accordance with GS 47-30 and recordation at the Pitt County Register of Deeds. Map Scale will be 1 inch = 20 feet.
- Mapping includes Cover sheet, Legend/ Data/Easement summary sheet and plan sheets. Mapping symbology on the maps will conform to design documents Legend; IE Triangle = R/W Monument, etc.
- Prepare individual metes and bounds legal descriptions from the maps and provide a MSWord Document to KHA/Telics. If a property has multiple easements, they will be placed into one document.

- Initial one-time staking of the easements (permanent and temporary) for Telic site meeting with property owner. Points will be witnessed by a 9" stake and a nail (or paint dot if on concrete). Paint/flagging used will be surveyors pink in color. (All easement points – Greenway and Temporary Const. at bends and property line crossing)
- Place true NC Grid Coordinates on the maps for a future surveyor's use to re-establish the easement(s).
- Record Maps at the Pitt County Register of Deeds (Recording fee included)

In the event that the Subconsultant does not end up performing any easement mapping on the number of parcels anticipated in this scope of work then no billing will occur.

**Excluded from Survey Easement Acquisition Scope Project Area C**

- No final or permanent monumentation will be set on easements.
- Re-staking of damaged or destroyed easement stakes/nails
- Obtaining Owner authorization/Right of Entry for easement staking

City to waive any fees associated with map submittals

**TASK 8 – Additional Right of Way Evaluation/Acquisition  
(Unit Cost Services)**

**Right of Way Evaluation/Acquisition (Project C) – Unit Cost Service**

It was discovered during the scoping of this Task Order that there is a possibility that prior mapping on Project C may not have been recorded and that additional easements may be required to fully construct the project. If funds are needed to complete these acquisition tasks, this task allocates a sum of money that can be designated at a future date to cover these services. City approval for the future task and budget will be required.

**Project C- West 5<sup>th</sup> Street Streetscape, Phase II**

Fee Schedule	Unit Price	Units	Total Price
State Property Negotiations	\$4,000 / parcel	0	\$0.00
Privately Owned Property Negotiations	\$3,500 / parcel	7	\$24,500.00
Full Narrative Appraisal	\$3,750 / appraisal	0	\$0.00
Abbreviated Narrative Appraisal	\$2,500 / appraisal	0	\$0.00
Public Involvement Meetings	\$150 / hour	0	\$0.00
Preliminary Title Opinions	\$500 / parcel	0	\$0.00
<b>TOTAL</b>			<b>\$24,500.00</b>

The above fee is based on an estimated 7 parcels and 0 relocations. Final fee will be based on the actual number of parcels acquired during the project, and the actual

number of appraisals and type of appraisal obtained. Appraisals will only be billed as required by City of Greenville requirements.

### Full Narrative Appraisals – Unit Cost Service

For budgetary purposes, this task allocates a sum of money that can be designated at a future date to cover Full Narrative Appraisals on any of the seven projects. City approval for the future task is required and will be a unit cost service in accordance with the following table.

Full Narrative Appraisal	\$3,750 / appraisal	20	\$75,000.00
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## ADDITIONAL SERVICES

Engineering services described in this Scope do not include certain categories of work, which are usually referred to as "Additional Services." The Engineer will provide Additional Services only upon receipt of written authorization from the Owner. To the extent possible, the Engineer will notify the Owner in advance if the need for Additional Services is anticipated. Additional Unspecified Services include:

- Any services not listed above under "Scope of Services."
- Other professional services related to the Project, but not specifically described in this Scope of Services, which are identified and authorized in writing by the Owner.



## City of Greenville, North Carolina

Meeting Date: 01/11/2021

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**Title of Item:** Contract award for the 2021 Street Resurfacing Project and approval of Task Order #3 for the Construction Engineering and Inspection (CEI) and Construction Materials Testing (CMT) On-Call Contract

**Explanation:** The 2021 Street Resurfacing Project was advertised for bids on November 23, 2020, with the bid opening held on December 16, 2020. Three bids were received with the lowest responsible, responsive bid submitted by S.T. Wooten Corporation of Wilson, NC, in the amount of \$1,237,603.90. The contract provides for milling, resurfacing, deep patch repairs, ADA improvements, and pavement markings. A bid summary and list of the streets to be completed is attached.

Task Order #3 under the City's CEI and CMT On-Call contract provides inspection and materials testing services for the 2021 Street Resurfacing Project. The estimated cost for this task order is \$229,220.

**Fiscal Note:** The proposed budget for the 2021 Street Resurfacing Project, including a 10% contingency, is \$1,361,364.29, and the contract amount for Task Order #3 is \$229,220. Both contracts will be funded through the Street Resurfacing Program as approved by City Council.

**Recommendation:** City Council award the contract for the 2021 Street Resurfacing Project to S.T. Wooten of Wilson, NC, to include a 10% contingency, in the amount of \$1,361,364.29 and approve Task Order #3 under the on-call contract with SEPI Engineering in the amount of \$229,220.

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### ATTACHMENTS

-  [2021\\_Street\\_Resurfacing\\_Bid\\_Summary\\_Sheet.pdf](#)
-  [2021\\_Resurfacing\\_List.pdf](#)

**2021 Street Resurfacing Project  
 BID SUMMARY SHEET  
 City of Greenville, North Carolina  
 Engineering Division**

**Bid Opening:** December 16, 2020 @ 2:00 p.m.

<i>Contractor</i>	<i>Rec'd Addendum 1&amp;2</i>		<i>5% Bid Bond</i>		<i>M/WBE Submitted</i>		<i>NCA Form Submitted</i>		<i>Total Base Bid</i>
	<i>Yes</i>	<i>No</i>	<i>Yes</i>	<i>No</i>	<i>Yes</i>	<i>No</i>	<i>Yes</i>	<i>No</i>	
S. T. Wooten	x		X		x		X		\$1,237,603.90
Barnhill Contracting Company	X		X		X		X		\$1,383,188.40
FSC II, LLC dba Rose Brothers Paving	X		x		X		x		\$1,289,514.50



## 2021 Resurfacing

<b>Street Name</b>	<b>To</b>	<b>From</b>	<b>Lane Miles</b>
1 <sup>st</sup> St	Cotanche St	S Washington St	0.56
Avery St	Baker St	N Jarvis St	0.40
Contentnea St	Fleming St	Street End	1.12
Cotanche St	E 1 <sup>st</sup> St	E 5 <sup>th</sup> St	0.57
Davis St	Fairfax Ave	W 3 <sup>rd</sup> St	0.27
Douglas Ave	W 14 <sup>th</sup> St	Street End	0.67
Elizabeth St	W 3 <sup>rd</sup> St	Ward St	0.24
Green Springs Dr	E 5 <sup>th</sup> St	Heath St	0.74
Howell St	Evans St	Perkins St	2.33
Imperial St	Davis St	Street End	0.35
Latham St	W 3 <sup>rd</sup> St	W 5 <sup>th</sup> St	0.31
McKinley Ave	W 5 <sup>th</sup> St	Douglas Ave	0.32
Myrtle Ave	Line Ave	Ball Park St	0.32
N Ash St	E 1 <sup>st</sup> St	N Oak St	0.52
N Library St	E 1 <sup>st</sup> St	Street End	0.56
Roosevelt Ave	W 5 <sup>th</sup> St	Fleming St	0.45
S Meade St	E 1 <sup>st</sup> St	E 5 <sup>th</sup> St	0.75
Stutz St	W 3 <sup>rd</sup> St	Street End	0.12



# City of Greenville, North Carolina

Meeting Date: 01/11/2021

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**Title of Item:** Contract award for the construction of Fire/Rescue #1 Apparatus Bay Expansion Project

**Explanation:** The Public Works Department and the Fire/Rescue Department in conjunction with Stewart Cooper Newell Architects completed plans and specifications for Fire/Rescue #1 Apparatus Bay Expansion Project which will extend the existing three center bays and allow housing of the City's new 65' tiller truck. The tiller truck will serve the Uptown District and other areas as needed with high-rise service to businesses and residents of the City.

The Fire/Rescue #1 Apparatus Bay Expansion Project was advertised for bids with the bid opening scheduled for December 17, 2020. Only two (2) bids were received. Per State Statutes, staff re-advertised the project with a new bid opening date of December 29, 2020. Three bids were received with the lowest responsible, responsive bid submitted by Muter Construction of Zebulon, NC, in the amount of \$621,500. The three submitted bids were from Muter Construction, Fasco Inc, and DanCo Construction Inc.

Muter Construction submitted a base bid of \$550,000. The City has included an Owner's contingency within the bid of \$50,000. Two alternates were also included within the bid package. Alternate 1 was to replace the concrete driveway on the east and west sides of the extended building face. Muter Construction submitted a bid of \$14,000 for this alternate. Alternate 2 is to paint the interior of the existing bays. Muter Construction submitted a bid of \$7,500 for this alternate. The total of the base bid, owner's contingency, and the two alternates is \$621,500. Muter Construction is approximately 14% lower than the next lowest bid.

Staff has completed review of the submitted bids as well as review of the past construction projects listed by the low responsible bidder. The bid process and resulting materials are all in compliance with both local and state regulations.

**Fiscal Note:** The proposed budget for this construction is \$621,500. Funding for this project will be provided by the Capital Projects Fund for Fire Station Construction. Adequate funding has been provided within the project to design and construct Stations #7 and #1 (Expansion).

**Recommendation:** City Council award the base bid and alternates for Fire/Rescue #1 Apparatus Bay Expansion Project to Muter Construction of Zebulon, NC in the amount of

\$621,500.

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ATTACHMENTS

-  [FIRE\\_STA#1\\_BidTab-12292020164300.pdf](#)
-  [Muter\\_12292020\\_Constr\\_bid.pdf](#)

PROJECT NAME: CITY OF GREENVILLE NC FIRE RESCUE NO. 1  
 LOCATED AT: 500 S GREENE ST, GREENVILLE, NC 27834  
 BID DATE: 12/29/2020 TIME: 3:00 PM  
 BID PLACE: Public Works  
 1500 Beatty St  
 Greenville, NC 27834

PROJECT NO.: 1667  
 BID TABULATION - SINGLE PRIME CONTRACT - GENERAL CONSTRUCTION (ALL WORK UNDER GENERAL CONSTRUCTION WHICH INCLUDES PLUMBING, MECHANICAL & ELECTRICAL)

CONTRACTOR'S NAME	ADDENDA REC.	CITY OF GREENVILLE MWBE DOCS (4 pgs)	AFFIDAVIT A & B	E-VERIFY COMPLIANCE	BID BOND SCNA NC-2011 (5%)	IRAN DIVESTMENT ACT CERT.	BASE BID	OWNER'S CONTINGENCY	TOTAL BID (BASE BID + OWNER'S CONTINGENCY)	BID ALT. A-1 New concrete apron at bays not being expanded	BID ALT. A-2 Paint existing bay walls	TOTAL COST (BASE BID + OWNER'S CONTINGENCY + ALTERNATES)	DAYS TO COMPLETE
FASCO, INC	✓	✓	A	✓	✓	?	\$620,000	50,000	\$670,000	12,500	25,000	\$707,500	150
MUTER	✓	✓	A	✓	✓	✓	\$550,000	50,000	\$600,000	14,000	\$7,500	\$621,500	150
DANCO	✓	✓	A/B	✓	✓	?	\$660,000	50,000	710,000	16,000	17,000	\$743,000	150
								50,000					150
								50,000					150
								50,000					150
								50,000					150
								50,000					150
								50,000					150
								50,000					150
								50,000					150

**BID FORM**  
**SINGLE PRIME CONTRACT**

**ALL WORK SHALL BE UNDER THE GENERAL CONTRACT**  
**(WHICH WILL INCLUDE GENERAL, PLUMBING, MECHANICAL, & ELECTRICAL**  
**IN ONE PRIME CONTRACT)**

NAME OF BIDDER Muter Construction  
111 E. Vance Street  
BIDDER'S ADDRESS Zebulon, NC 27597  
  
BIDDER'S PHONE NO. 919-404-8330 FAX NO.   
BIDDER'S LICENSE NO. 73095  
CONTACT Jake Bowman  
TYPE OF WORK General Construction

City of Greenville – Public Works  
Purchasing Bid Number 20-21-20  
1500 Beatty Street  
Greenville, NC 27834

ATTN: Kevin Mulligan, Public Works Director

The undersigned having carefully examined the Bidding Documents, Drawings, Specifications, and all subsequent addenda as prepared by the Architects, Stewart-Cooper-Newell Architects, P.A., visited the site and being familiar with all conditions and requirements of the work, hereby agrees to furnish all labor and materials, equipment, services, etc., including all Allowances to complete the construction of:

**Greenville Fire Rescue #1 – Apparatus Bay Expansion**  
**500 S Greene St, Greenville, NC 27834**

All to be in accordance with these documents for the following amounts.

(IMPORTANT NOTES!)

- A) The Contract will be awarded based on the **Low Total Bid** for the entire project which will include the Base Bid, Contingency Allowance, Specific Item Allowances, plus all Owner accepted Alternates.
- B) The Owner reserves the right to accept or reject any or all of the Bids and to waive informalities and minor irregularities in Bids received.
- C) The Owner reserves the right to accept or reject any portion of the Low Bid (which includes the Base Bid, Contingency Allowance, Specific Item Allowances and Alternates) or to make and/or negotiate changes to any portion of the work in order to meet the Budget Requirements of the Owners.
- D) The Bid shall contain Federal, State and Local taxes in accordance with the supplementary conditions. Sales Tax breakdown reports shall be submitted to the Architect by the Contractor with each month's application for payment.

BIDDERS NAME: Muter Construction

**GENERAL CONSTRUCTION**  
(Includes Plumbing, Mechanical & Electrical)

Base Bid \$ 550,000.<sup>00</sup> Dollars

ALLOWANCES: (FOR A COMPLETE DESCRIPTION OF ALLOWANCES, SEE SECTION 012100).

Contingency Allowance: \$ 50,000 Dollars.

**TOTAL BASE BID** \$ 600,000.<sup>00</sup> Dollars  
(Includes Base Bid and All Allowances)

ALTERNATES: (FOR A COMPLETE DESCRIPTION OF ALTERNATES, SEE SECTION 012300).  
The undersigned further agrees to perform all work in the Alternates for the sums stated herein resulting in Additions or Deletions to the Base Bid. Additions or Deletions shall include any modifications of work or additional work that may reasonably be included as part of the Alternates.

ALTERNATES:

A-1: State Change in Base Bid Sum to provide all General Construction work to provide new concrete in front of two end apparatus bays not being expanded. See drawing details 1/4.00 and 3/4.11.

\$ 14,000.<sup>00</sup>

A-2: State Change in Base Bid Sum to provide all General Construction work to provide new paint to existing apparatus bay walls per detail 4/4.11. See drawing detail 3/4.11.

\$ 7,500.<sup>00</sup>

**TOTAL GENERAL CONSTRUCTION BID** \$ 621,500.<sup>00</sup> Dollars  
(Includes Plumbing, Mechanical, Electrical, Contingency, Allowances, and Alternates)

UNIT PRICES: Should the undersigned be required to perform work over and above that required by the Contract Documents, he will be paid an extra on the basis of unit prices stated herein. Prices stated shall be the sum total compensation payable for such items in place. See specification 012200 Unit Prices.

<u>Description</u>	<u>Unit of Measurement</u>
Unit Price #1: Unsuitable Soil Removal	\$ <u>25.<sup>00</sup></u> per cubic yard
Unit Price #2: Suitable Soil Replacement	\$ <u>15.<sup>00</sup></u> per cubic yard
Unit Price #3: ABC Replacement	\$ <u>65.<sup>00</sup></u> per cubic yard

**NOTE:** The following information is for the Owner's use in guaranteeing that quality prime subcontractors (general, plumbing, mechanical & electrical) are used in connection with the project and is not intended as a solicitation for separate bids for subcontract work.

It is the intent of the City of Greenville to hire a single General Contractor who will in turn contract with and manage all sub-contractors. If the General Contractor listed as the bidder intends to hire and have another General Contractor perform any significant portion of the Work, partner, team, or otherwise work with or hire another General Contractor, that General Contractor shall be listed below. Failure to list additional General Contractor(s) may result in rejection of bid and forfeiture of bid deposit or bid bond.

**PLUMBING CONTRACTOR:**

Company Name Garrett Construction  
Company Address \_\_\_\_\_  
City, State Zip \_\_\_\_\_  
Phone No. \_\_\_\_\_  
Fax No. \_\_\_\_\_  
Contractor's Name \_\_\_\_\_  
Contractor's License No. \_\_\_\_\_

PRICE: \$ L.31177

**MECHANICAL CONTRACTOR:**

Company Name Jacksonville Heating  
Company Address \_\_\_\_\_  
City, State Zip \_\_\_\_\_  
Phone No. \_\_\_\_\_  
Fax No. \_\_\_\_\_  
Contractor's Name \_\_\_\_\_  
Contractor's License No. \_\_\_\_\_

PRICE: \$ 32261

**ELECTRICAL CONTRACTOR:**

Company Name Pro 356  
Company Address \_\_\_\_\_  
City, State Zip \_\_\_\_\_  
Phone No. \_\_\_\_\_  
Fax No. \_\_\_\_\_  
Contractor's Name \_\_\_\_\_  
Contractor's License No. \_\_\_\_\_

PRICE: \$ U. 10650

**BID GUARANTEE:**

The undersigned further agrees to sign a contract for this work in the above amount, if offered, within **sixty (60)** days after receipt of Bids, and to furnish surety as specified, and upon failure to do so, agrees to forfeit to the Owner, certified check \$ \_\_\_\_\_, or U.S. Money Order \$ \_\_\_\_\_, or Bid Bond \$ 5%.

**PROPER LICENSES:**

The undersigned certifies that he is properly licensed and classified to perform the work that he is bidding. This certification also guarantees that if subcontractors are used, they will also be properly licensed and classified.

TIME OF COMPLETION:

The undersigned further agrees to begin work promptly upon the issuance of the "Notice To Proceed" with an adequate force, carry the work forward as rapidly as possible and complete it within 150 consecutive calendar days.

ADDENDA RECEIVED AS FOLLOWS:

No. <u>1</u>	Date <u>12-10-20</u>	No. _____	Date _____
No. <u>2</u>	Date <u>12-17-20</u>	No. _____	Date _____
No. _____	Date _____	No. _____	Date _____
No. _____	Date _____	No. _____	Date _____

NAME OF BIDDER John Muter

BY [Signature]  
(Signature)

TITLE President

-DATE BID EXECUTED 12-29-20

NOTE:

1. If Bidder is a corporation, write state of incorporation under the signature and if a partnership, give full names of all partners.
2. The Bid may be rejected if not accompanied by a guarantee in the specified amount. Any certified check may be held uncollectible at the risk of the Bidder submitting them.

LIQUIDATED DAMAGES

The Contractor is hereby notified that the Contract will contain a Liquidated Damages Clause.

Performance and Delivery Time:

The Contractor, shall begin work on or before the "commence work" date specified in the **NOTICE TO PROCEED** issued by the Owner, and as set forth in the plans, specifications, and proposal. All work shall be completed in all events on or before the date set forth in the NOTICE TO PROCEED.

A. Time is of the Essence.

It is agreed that time is of the essence; and as a result, unless prevented by strikes, accidents, or other causes beyond the Contractor's control, the Contractor shall deliver the materials and perform the services, as provided herein within the limits specified above. Failure of the Contractor to perform in the time specified above shall be deemed sufficient reason for default or the contract or forfeiture of the performance bond, or both.

B. Liquidated Damages.

Since actual damages for any delay in the completion of the work which the contractor is required to perform under this contract are or will be difficult to determine, the contractor and his sureties shall be liable for and shall pay to the Owner the sum of **\$500.00** as fixed and agreed as liquidated damages, and not as penalty, **for each calendar day of delay** from the date stipulated for completion, or as modified in accordance with the terms of this agreement until such work is satisfactorily completed and accepted. Said liquidated damages may be deducted from any payments owed to the contractor by the Owner or collected from the sureties whichever is deemed expedient by the Owner.



**City of Greenville/Greenville Utilities Commission  
Minority and Women Business Enterprise (MWBE) Program**

**City of Greenville  
Construction Guidelines and Affidavits  
\$100,000 and above**

These instructions shall be included with each bid solicitation.

## City of Greenville/Greenville Utilities Commission Minority and Women Business Enterprise Program

### \$100,000 and Construction Guidelines for MWBE Participants

**Policy Statement**

It is the policy of the City of Greenville and Greenville Utilities Commission to provide minorities and women equal opportunity for participating in all aspects of the City's and Utilities' contracting and procurement programs, including but not limited to, construction projects, supplies and materials purchases, and professional and personal service contracts.

**Goals and Good Faith Efforts**

Bidders responding to this solicitation shall comply with the MWBE program by making Good Faith Efforts to achieve the following aspiration goals for participation.

	CITY	
	MBE	WBE
<b>Construction</b> This goal includes Construction Manager at Risk.	10%	6%

Bidders shall submit MWBE information with their bids on the forms provided. This information will be subject to verification by the City prior to contract award. **As of July 1, 2009, contractors, subcontractors, suppliers, service providers, or MWBE members of joint ventures intended to satisfy City MWBE goals shall be certified by the NC Office of Historically Underutilized Businesses (NC HUB) only.** Firms qualifying as "WBE" for City's goals must be designated as a "women-owned business" by the HUB Office. Firms qualifying as "MBE" for the City's goals must be certified in one of the other categories (i.e.: Black, Hispanic, Asian American, American Indian, Disabled, or Socially and Economically Disadvantaged). Those firms who are certified as both a "WBE" and "MBE" may only satisfy the "MBE" requirement. **Each goal must be met separately. Exceeding one goal does not satisfy requirements for the other.** A complete database of NC HUB certified firms may be found at <http://www.doa.nc.gov/hub/>. An internal database of firms who have expressed interest to do business with the City and GUC is available at [www.greenvillenc.gov](http://www.greenvillenc.gov). However, the HUB status of these firms must be verified by the HUB database. The City shall accept NCDOT certified firms on federally funded projects only. **Please note: A contractor may utilize any firm desired. However, for participation purposes, all MWBE vendors who wish to do business as a minority or female must be certified by NC HUB.**

The Bidder shall make good faith efforts to encourage participation of MWBEs prior to submission of bids in order to be considered as a responsive bidder. Bidders are cautioned that even though their submittal indicates they will meet the MWBE goal, they should document their good faith efforts and be prepared to submit this information, if requested.

The MWBE's listed by the Contractor on the **Identification of Minority/Women Business Participation** which are determined by the City to be certified shall perform the work and supply the materials for which they are listed unless the Contractors receive prior authorization from the City to perform the work with other forces or to obtain materials from other sources. If a contractor is proposing to perform all elements of the work with his own forces, he must be prepared to document evidence satisfactory to the owner of similar government contracts where he has self-performed.

Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid  
The Contractor shall enter into and supply copies of fully executed subcontracts with each MWBE or supply signed Letter(s) of Intent to the Project Manager after award of contract and prior to Notice to Proceed. Any amendments to subcontracts shall be submitted to the Project Manager prior to execution.

### Instructions

The Bidder shall provide with the bid the following documentation:

- Identification of Minority/Women Business Participation  
(if participation is zero, please mark zero—Blank forms will be considered nonresponsive)
  - Affidavit A (if subcontracting)
- OR
- Identification of Minority/Women Business Participation  
(if participation is zero, please mark zero—Blank forms will be considered nonresponsive)
  - Affidavit B (if self-performing; will need to provide documentation of similar projects in scope, scale and cost)

Within 72 hours or 3 business days after notification of being the apparent low bidder who is subcontracting anything must provide the following information:

- Affidavit C (if aspirational goals are met or are exceeded)
- OR
- Affidavit D (if aspirational goals are not met)

After award of contract and prior to issuance of notice to proceed:

- Letter(s) of Intent or Executed Contracts

**\*\*With each pay request, the prime contractors will submit the Proof of Payment Certification, listing payments made to MWBE subcontractors.**

**\*\*\*If a change is needed in MWBE Participation, submit a Request to Change MWBE Participation Form. Good Faith Efforts to substitute with another MWBE contractor must be demonstrated.**

### Minimum Compliance Requirements:

All written statements, affidavits, or intentions made by the Bidder shall become a part of the agreement between the Contractor and the City for performance of contracts. Failure to comply with any of these statements, affidavits or intentions or with the minority business guidelines shall constitute a breach of the contract. A finding by the City that any information submitted (either prior to award of the contract or during the performance of the contract) is inaccurate, false, or incomplete, shall also constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the City whether to terminate the contract for breach or not. In determining whether a contractor has made Good Faith Efforts, the CITY will evaluate all efforts made by the Contractor and will determine compliance in regard to quantity, intensity, and results of these efforts.

MBForms 2002-  
Revised July 2010  
Updated 2019

BF/SPEC-7



# City of Greenville AFFIDAVIT A – Listing of Good Faith Efforts

County of Pitt

(Name of Bidder)

Affidavit of Muter Construction

I have made a good faith effort to comply under the following areas checked:

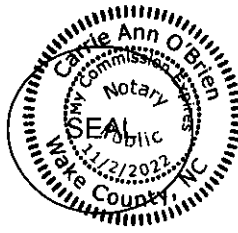
**Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive.** (1 NC Administrative Code 30 I.0101)

- 1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- 6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority/Women Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

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

Date: 12-29-20 Name of Authorized Officer: John Muter  
Signature: \_\_\_\_\_  
Title: President



State of North Carolina, County of Wake  
Subscribed and sworn to before me this 29th day of December 2020  
Notary Public Carrie Ann O'Brien  
My commission expires 11-2-22

## E-Verify Compliance Requirements

Provide with the bid.

Each bidder shall provide with its bid proposal written assurance that it does now and will throughout the duration of the project fully comply with the requirements of Article 2, Chapter 64 North Carolina General Statutes and that it will throughout the duration of the project maintain records of verification of legal work status for all employees including records of verification on terminated employees for one year following the termination of employment status.

Each bidder shall also provide written assurance that it will require and monitor compliance with Article 2, Chapter 64 for each subcontractor awarded portions of work on the project by bidder unless the subcontractor documents that it has fewer than 25 employees at the time the subcontract is awarded and throughout the duration of the subcontract.

All E-Verify records of the successful bidder and its subcontractors shall be available for inspection by the City of Greenville, NC or its designee at reasonable times and after reasonable notice throughout the duration of the project.

I, John Muter (print name), hereby state and declare that I am the President (title of entity official) of Muter Construction (name

of entity), and hereby certify to the City of Greenville, NC, that, as to any construction contract subsequently entered into with the City of Greenville, NC, that Muter Construction (name

of entity) intends to comply with E-Verify requirements required under North Carolina General Statutes and as indicated above. Further, I declare that \_\_\_\_\_

Muter Construction (name of entity) shall similarly require all subcontractors and/or material suppliers that contract with said entity for the contract be required to meet these same requirements.

Name of Authorized Officer: John Muter

Title: President

Signature: 

Date: 12-29-20

E-Verify/g1

IRAN DIVESTMENT ACT CERTIFICATION  
REQUIRED BY N.C.G.S. 147-86.59(a)

As of the date listed below, the vendor or bidders listed below is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58. The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed below to make the foregoing statement.

NOTE: N.C.G.S. 147-86.59(a) requires this certification for bids or contracts with the various governmental entities of North Carolina, including Counties. This certification is required when a bid is submitted, when a contract is entered into, and when a contract is renewed or assigned. No vendor may utilize any subcontractor found on the State Treasurer's Final Divestment List. The List is updated every 180 days, and can be found at [www.nctreasurer.com/iran](http://www.nctreasurer.com/iran)

VENDOR/BIDDER

Vendor Name Muter Construction  
By [Signature] Title President  
Date 12-29-20

CITY OF GREENVILLE, NC

By \_\_\_\_\_  
Date \_\_\_\_\_

ATTEST

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

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

\_\_\_\_\_  
Finance Director / Financial Operations Manager





IN WITNESS WHEREOF, the Principal above named and the Surety above named have executed this instrument under their several seals on the date set forth.

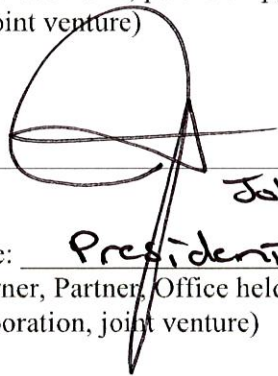
WITNESS:

\_\_\_\_\_  
(Proprietorship or Partnership)

Muter Construction, LLC

Principal (name of individual, individual and trade name, partnership, corporation, or joint venture)

BY

  
John Muter  
Title: President  
(Owner, Partner, Office held in corporation, joint venture)

ATTEST: (Corporation)

By: Beth Muter

Title: Corporate Secretary  
(Corporate Secretary or Assistant Secretary Only)

WITNESS:

Jenny Snell  
Jenny Snell

Fidelity and Deposit Company of Maryland

Surety (Name of Surety Company)

By

  
Angela Y. Buckner  
Title: Attorney in fact

(Corporate Seal of Surety)

5605 Carnegie Blvd., Suite 300, Charlotte, NC 28209

(Address of Attorney in Fact)

COUNTERSIGNED:

Angela Y. Buckner  
N.C. Licensed Resident Angela Y. Buckner

IMPORTANT- Surety Companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of North Carolina.

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Raymond J. GARRUTO, Wendy E. LAHM, Debra S. RITTER, Martin D. PALLAZZA, Brad W. GIBSON, Angela Y. BUCKNER, Jenny SNELL, H. Thomas DAWKINS and Robert C. TRESHER**, all of Charlotte, North Carolina, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 31st day of March, A.D. 2020.



**ATTEST:**  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 31st day of March, A.D. 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 17th day of December, 2020.



*Brian M. Hodges*

By: Brian M. Hodges  
Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsfclaims@zurichna.com](mailto:www.reportsfclaims@zurichna.com)  
800-626-4577