



## **Agenda**

### **Greenville City Council**

**September 8, 2022**

**6:00 PM**

**City Hall Council Chambers, 200 West 5th Street**

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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 - Mayor Connelly**

**III. Pledge of Allegiance**

**IV. Roll Call**

**V. Approval of Agenda**

**VI. Special Recognitions**

1. Cornerstone Angels Jackie Robinson Baseball Team
2. AKA Greenbacks Jackie Robinson Baseball Team
3. Pitt County 12U Softball Team
4. 15U Babe Ruth Baseball Team

**VII. Public Comment Period**

The Public Comment Period is a period reserved for comments by the public. Items that were or are scheduled to be the subject of public hearings conducted at the same meeting or another

meeting during the same week shall not be discussed. A total of 30 minutes is allocated with each individual being allowed no more than 3 minutes. Individuals who registered with the City Clerk to speak will speak in the order registered until the allocated 30 minutes expires. If time remains after all persons who registered have spoken, individuals who did not register will have an opportunity to speak until the allocated 30 minutes expires.

## **VIII. Appointments**

5. Appointment to the Animal Control Appeal Board
6. Appointments to Boards and Commissions

## **IX. Consent Agenda**

7. Ordinance revising a speed limit ordinance for NC 33 (Belvoir Highway) in the City of Greenville to concur with NC Department of Transportation ordinances
8. Resolution for the Issuance of new debt for Greenville Utilities Commission Combined Enterprise System Revenue Bonds, Series 2022
9. Resolution authorizing the filing of an application to the American Rescue Plan Act (ARPA) State Fiscal Recovery Fund grant for stormwater projects from the newly-created Local Assistance for Stormwater Infrastructure Investments (LASII) fund
10. Resolution Authorizing Execution of Rural Transformation Grant Agreement with NC Department of Commerce and Designation of Authorized Agent for Grant Implementation
11. Award a Design Contract to HH Architecture for Improvements to Greenfield Terrace Park
12. Award a Design Contract for Task Order #1 to Moffatt & Nichol for the Town Common Bulkhead and Esplanade Replacement Project
13. 2022-2023 Uptown Greenville Contract for Services
14. Various tax refunds greater than \$100

## **X. New Business**

### **Public Hearings**

15. Ordinance to annex May Family, LLC property involving 76.27 acres located along the southern right-of-way of Forlines Road and west of Frog Level Road
16. Ordinance requested by May Family, LLC to rezone a total of 75.8 acres located south of Forlines Road and west of Frog Level Road from RR (Rural-Residential - County's Jurisdiction) to R6S (Residential-Single-family [Medium Density])

\*\* This request is in conjunction with the May Family, LLC annexation request.

17. Ordinance requested by Kotarides Development to rezone a total of 18.849 acres located east and west of South Square Drive and 630+/- feet north of Whitley Drive from CG (General Commercial) to R6 (Residential [High Density Multi-family])
18. Ordinance requested by Front Porch Management, LLC to rezone 1.4274 acres located between Red Banks Road and SE Greenville Boulevard and 350+/- feet east of Evans Street from CG (General Commercial) to CH (Heavy Commercial)
19. Ordinance requiring the demolition and removal of the nonresidential building or structure located at 1311 West Fourth Street, Tax Parcel #26988
20. Ordinance requiring the demolition and removal of the dwelling located at 902 Ward Street, Tax Parcel #6722
21. Ordinance requiring the demolition and removal of the dwelling located at 904 Ward Street, Tax Parcel #6681
22. Resolution to Enter into an Agreement with Pitt County Committee of 100 d/b/a Greenville Eastern North Carolina Alliance for Economic Development Services
23. Approval of the Draft 2021 Consolidated Annual Performance and Evaluation Report (CAPER)

**Other Items of Business**

24. Resolutions Authorizing Condemnation to Acquire Certain Property for the BUILD Grant Project
25. Presentation on Draft Pitt County Comprehensive Transportation Plan
26. Budget Ordinance Amendment #2 to the 2022-2023 Capital Projects Funds (Ordinance #17-024) and Occupancy Tax Fund (Ordinance #11-003)

**XI. City Manager's Report**

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

**XIII. Adjournment**



# City of Greenville, North Carolina

Meeting Date: 09/08/2022

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**Title of Item:** Appointment to the Animal Control Appeal Board

**Explanation:** The City Council at its May 23, 2022, meeting passed an ordinance repealing and replacing Part II, Title 12, Chapter 2 of the City Code to conform to applicable North Carolina law and revise the criminal and civil penalties as necessary to address the interests of public safety and animal welfare.

Section 12-2-16 provides for the creation of an appeal board to hear appeals related to determinations issued when declaring an animal a public nuisance, dangerous animal, vicious animal, potentially dangerous dog, or dangerous dog in accordance the City Code and Chapter 67 of the North Carolina General Statutes.

The three-member appeal board shall be constituted of the following:

- A veterinarian licensed to practice in North Carolina
- The Chief of Police or their designee
- The Fire Marshall or their designee

An alternate member from the Financial Services Department shall be designated to serve in the event of a conflict of interest.

The veterinarian shall be appointed by the City Council for a three-year term that will be retroactively dated to commence August 1, 2022 and expire July 31, 2025.

**Fiscal Note:** No direct fiscal impact.

**Recommendation:** Appoint a veterinarian to the appeal board for a three-year term that will be retroactively dated to commence on August 1, 2022 and expire July 31, 2025.

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## ATTACHMENTS

 [City Code Section 12-2-16.pdf](#)

- (d) *Methods of recovery of unpaid civil penalties.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Chapter 20 of the City Code, if full payment for an assessed civil penalty is not timely received by the revenue division of the City's Financial Services Department, the City may recover the unpaid civil penalty by any or all of the following methods:
1. A civil action in the nature of a debt.
  2. The use of a collections agency.
  3. The use of the provisions of Chapter 105A (The Setoff Debt Collection Act) and G.S. 18C-134.
  4. Equitable remedies issued by a court of competent jurisdiction.
  5. Any other method authorized by law to secure, collect, satisfy, or otherwise recover any civil penalty owed.
- (3) *Continuing violations.* Each day's continuing violation of this section shall be a separate and distinct offense.

#### **SECTION 12-2-16 APPEALS OF DETERMINATIONS.**

(A) *Appeal Board.* The Appeal Board shall be constituted of three members who shall be a Veterinarian licensed to practice in North Carolina, the Chief of Police or his or her designee, and the current Fire Marshall or his or her designee. There shall be an alternate member from the Financial Services Department to serve in the event of a conflict of interest. The licensed Veterinarian shall be appointed by the City Council for a three-year term.

(B) *Appeal to Appeal Board.* The owner may appeal a determination made pursuant to this Section, Section 12-2-14, Section 12-2-15, or Section 12-2-37 by filing an appeal in accordance with this section.

- (1) *Notice of Appeal; Contents and Filing.* If the owner of the animal elects to appeal the APS Supervisor's determination, the owner shall file a notice of appeal in writing to the Appeal Board. The appeal shall be filed within three days of the issuance of the determination; shall include written objections; and shall be directed to the City Manager's office. Any appeal received by the City Manager's office more than three days after the date of the determination shall be deemed untimely and shall not be considered by the Appeal Board. Accordingly, the APS Supervisor's determination shall stand and may not be appealed.

- (2) *Scheduling of the Hearing.* The City Manager's office, as designee of the Appeal Board, shall schedule a hearing within 10 days of the filing of the notice of appeal. The hearing on the appeal shall take place within a reasonable time, but no longer than 30 days from the filing of the notice of appeal. The City Manager's office shall mail notice of the hearing via certified mail return receipt requested to the appellant and shall also provide notice to the APS Supervisor. If the owner does not appear at the hearing, the APS Supervisor's determination shall stand and shall be fully enforceable.
- (3) *Conduct of the Hearing.* The hearing on the appeal of the APS Supervisor's determination shall be an informal administrative hearing. The City Manager shall be the chairperson and conduct the hearing and govern procedural questions. The North Carolina rules of evidence shall not apply. However, both the appellant and the City shall be entitled to be represented by counsel, have the right to make opening and closing statements, present evidence, and call, confront, and cross-examine witnesses. All witnesses shall testify under oath. Each Appeal Board member shall have the right to question witnesses. The appellant and/or the City shall be allowed to record the hearing. The hearing shall be conducted in accordance with the principles of due process.

(C) *Final Decision of Appeal Board.* The Appeal Board shall make the final decision. The decision of the Appeal Board shall be by majority vote, and said decision shall be made at the conclusion of the hearing unless the Appeal Board requests additional evidence. The decision of the Appeal Board shall be documented by the City Manager in writing, including findings to support the Appeal Board's decision, and notice of appeal rights, and forwarded to the applicant within 10 days of the conclusion of the hearing via certified mail, return receipt requested.

(D) *Appeal to Superior Court.* Any appeal from the final decision of the Appeal Board shall be taken to the Pitt County superior court by filing notice of appeal and a petition for review within 10 days of the final decision of the Appeal Board. Appeals from rulings of the Appeal Board shall be heard de novo before a superior court judge sitting in the Pitt County superior court division.

(E) *Stay of APS Determination During Appeal.* Given the risk to public health and safety associated with determining that an animal is dangerous or vicious or a public nuisance, the APS Supervisor's determination shall be in effect and fully enforceable from the date of determination unless overturned on appeal. However, any requirements in the APS Supervisor's determination involving a date restriction shall be stayed during the pendency of the appeal.

#### **SEC. 12-2-17 EXOTIC ANIMALS.**

(A) The Division is hereby vested with the authority to issue permits for the keeping or maintaining of any wild, exotic, dangerous, or nondomestic animal when, in the opinion of the



# City of Greenville, North Carolina

Meeting Date: 09/08/2022

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**Title of Item:** Appointments to Boards and Commissions

**Explanation:** City Council appointments need to be made to the Affordable Housing Loan Committee, Board of Adjustment, Human Relations Council, Multimodal Transportation Commission, Pitt-Greenville Convention and Visitors Authority, Police Community Relations Committee, Planning and Zoning Commission, Recreation and Parks Commission, and Youth Council.

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

- 7 seats on the Youth Council

**Fiscal Note:** No direct fiscal impact

**Recommendation:** Make appointments to the Affordable Housing Loan Committee, Board of Adjustment, Human Relations Council, Multimodal Transportation Commission, Pitt-Greenville Convention and Visitors Authority, Police Community Relations Committee, Planning and Zoning Commission, Recreation and Parks Commission, and Youth Council.

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## ATTACHMENTS

 [September 2022 Appointments to Boards and Commissions.pdf](#)

# Appointments to Boards and Commissions

September 2022

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## Affordable Housing Loan Committee

**Council Liaison:** Council Member Marion Blackburn

<b>Name</b>	<b>District #</b>	<b>Current Term</b>	<b>Reappointment Status</b>	<b>Expiration Date</b>
Judy Wagner	4	1-year term	Not seeking a second term	February 2022
Deborah Spencer	1	Second term	Resigned	February 2023

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## Board of Adjustment

**Council Liaison:** Council Member At-Large Will Bell

<b>Name</b>	<b>District #</b>	<b>Current Term</b>	<b>Reappointment Status</b>	<b>Expiration Date</b>
Rodney Bullock <i>(Mayor Pro-Tem Rose Glover)</i>	2	Second term	Ineligible	June 2022

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## Human Relations Council

**Council Liaison:** Mayor Pro-Tem Rose Glover

<b>Name</b>	<b>District #</b>	<b>Current Term</b>	<b>Reappointment Status</b>	<b>Expiration Date</b>
Mark Rasdorf	4	First term	Resigned	September 2022
Rod Debs	3	Second term	Ineligible	September 2022
Franchine Pena	2	First term	Eligible	September 2022
Heena Shah	1	Filling unexpired term	Eligible	September 2022

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## Multimodal Transportation Commission

**Council Liaison:** Council Member Les Robinson

Name	District #	Current Term	Reappointment Status	Expiration Date
Robert Edwards	3	Filling unexpired term	Eligible	January 2022

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## Pitt-Greenville Convention and Visitors Authority

**Council Liaison:** Council Member Rick Smiley

Name	District #	Current Term	Reappointment Status	Expiration Date
Dustin Mills <i>(City recommendation; County Appointment)</i>	5	First term	Eligible	July 2022

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## Police Community Relations Committee

**Council Liaison:** Council Member At-Large Will Bell

Name	District #	Current Term	Reappointment Status	Expiration Date
Kevon Gainer <i>(Council Member Monica Daniels)</i>	1	Filling unexpired term	Resigned	October 2021

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## Planning and Zoning Commission

**Council Liaison:** Council Member At-Large Will Bell

Name	District #	Current Term	Reappointment Status	Expiration Date
Les Robinson <i>(Mayor PJ Connelly)</i>	5	Second term	Ineligible	June 2024

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## Recreation and Parks Commission

**Council Liaison:** Council Member Monica Daniels

<b>Name</b>	<b>District #</b>	<b>Current Term</b>	<b>Reappointment Status</b>	<b>Expiration Date</b>
Michael Saad <i>(Council Member At-Large Will Bell)</i>	4	Second term	Ineligible	May 2022

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## Youth Council

**Council Liaison:** Mayor Pro-Tem Rose Glover

<b>Name</b>	<b>Current Term</b>	<b>Reappointment Status</b>	<b>Expiration Date</b>
Jamia Galloway	Second term	Ineligible	September 2022
Alex Guilford	First term	Eligible	September 2022
Shamara Hyman	First term	Eligible	September 2022
Diego Lorenzo	Second term	Ineligible	September 2022
Sadie Smith	First term	Eligible	September 2022
Olivia Thorn	First term	Eligible	September 2022
Linda Xue	First term	Eligible	September 2022

**(11 open seats)**

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

# Applicants for Affordable Housing Loan Committee

None.

# Applicants for Board of Adjustment

Tonya Foreman  
2508A Brookville Drive  
Greenville, NC 27834

**District #:** 2

**Application** 6/14/2022

**Home Phone:** (252) 327-2856

**Business Phone:**

**Email:** info@CAREE.today

# Applicants for Human Relations Council

Reginald Watson  
211 Pin Oak Court  
Greenville, NC 27834

**District #:** 5

**Application** 7/27/2020

**Home Phone:** (252) 355-3380  
**Business Phone:** (252) 328-6684  
**Email:** walston.tyrone@gmail.com

Mark Ephriam Parker  
1925 Tara Court  
Greenville, NC 27858

**District #:** 4

**Application** 4/26/2022

**Home Phone:** (252) 558-6374  
**Business Phone:**  
**Email:** worshack67@gmail.com

# Applicants for Multimodal Transportation Commission

None.

# Applicants for Pitt-Greenville Convention and Visitors Authority

Joel Sweeney  
300 Westhaven Rd  
Greenville, NC 27834

**Application** 6/13/2022

**Home Phone:** (319) 327-2152

**Business Phone:**

**Email:** joel.sweeney@overtongroup.net

**District #:** 5

# Applicants for Police Community Relations Committee

Mark Ephriam Parker  
1925 Tara Court  
Greenville, NC 27858  
**District #:** 4

**Application** 4/26/2022  
**Home Phone:** (252) 558-6374  
**Business Phone:**  
**Email:** [worshack67@gmail.com](mailto:worshack67@gmail.com)

Tonya Foreman  
2508A Brookville Drive  
Greenville, NC 27834  
  
**District #:** 2

**Application** 6/14/2022  
**Home Phone:** (252) 327-2856  
**Business Phone:**  
**Email:** info@CAREE.today



# Applicants for Planning and Zoning Commission

Mark Ephriam Parker  
1925 Tara Court  
Greenville, NC 27858  
**District #:** 4

**Application** 4/26/2022  
**Home Phone:** (252) 558-6374  
**Business Phone:**  
**Email:** worshack67@gmail.com

Sebastian Krassler  
1901 East 6<sup>th</sup> St  
Greenville, NC 27858  
**District #:** 3

**Application** 6/10/2022  
**Home Phone:** (856) 495-1039  
**Business Phone:**  
**Email:** skrassley98@yahoo.com

# Applicants for Recreation and Parks Commission

Joel Sweeney  
300 Westhaven Rd  
Greenville, NC 27834

**District #:** 5

**Application** 6/13/2022

**Home Phone:** (319) 327-2152  
**Business Phone:**  
**Email:** joel.sweeney@overtongroup.net

Joshua Gardner  
1905 East 8<sup>th</sup> Street  
Greenville, NC 27858

**District #:** 3

**Application** 6/9/2022

**Home Phone:** (704) 614-2049  
**Business Phone:**  
**Email:** Joshua.gardner49@gmail.com

# Applicants for Youth Council

None.



# City of Greenville, North Carolina

Meeting Date: 09/08/2022

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**Title of Item:** Ordinance revising a speed limit ordinance for NC 33 (Belvoir Highway) in the City of Greenville to concur with NC Department of Transportation ordinances

**Explanation:** Attached for City Council's consideration is an ordinance revising the speed limit ordinance for NC 33 (Belvoir Highway) in the City of Greenville to concur with the NC Department of Transportation's ordinance for the identified road. NCGS § 20-141(f) is the authority for the City to established a speed limit on a state road. The City must adopt the attached corresponding ordinance to be consistent with the changes made by NCDOT. The following is the location that will be affected:

Declare Speed Limit

<u>Route</u>	<u>Description</u>
NC 33 (Belvoir Highway)	50 mph between the northern intersection with US 13/NC 11 (Memorial Drive) and 0.265 mile northeast of SR 2255 (Redmond Lane)

**Fiscal Note:** No direct costs to the City are associated with this request.

**Recommendation:** City Council adopt the attached ordinance revising the speed limit ordinance for NC 33 (Belvoir Highway) in the City of Greenville to concur with NC Department of Transportation ordinances.

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## ATTACHMENTS

-  [Ordinance for speed limit on NC 33.pdf](#)
-  [Greenville NC33 NW 50 mph \(002\).pdf](#)

ORDINANCE NO. XX-XX  
AN ORDINANCE DECLARING THE SPEED LIMITS  
ON STATE-MAINTAINED ROADS

**WHEREAS**, in accordance with the provisions of North Carolina General Statute § 20-141(f) and Title 10, Chapter 2, Article D, Section 10-2-31(C) of the Code of the City of Greenville, North Carolina, the City Council of the City of Greenville, shall determine and declare safe and reasonable speed limits for roads that are located in the City limits and are part of the state highway system;

**WHEREAS**, upon the basis of engineering and traffic investigations conducted by the North Carolina Department of Transportation, and reviewed and approved by City staff, it is hereby determined that speed limits for various state maintained roads as stated herein are reasonable and safe; and

**WHEREAS**, the North Carolina Department of Transportation will provide concurrence of the repealing and declaration of speed limits on the various state-maintained roads as stated herein;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Greenville, North Carolina that it does hereby approve the following:

Section 1: The State speed limit of 50 miles per hour on the following is hereby established:

<u>Route</u>	<u>Description</u>
NC 33	Belvoir Highway between the northern intersection with US 13/NC 11 (Memorial Drive) and 0.265 mile northeast of SR 2255

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

Section 3: This ordinance shall become effective when the North Carolina Department of Transportation has passed a concurring ordinance and signs are erected giving notice of the authorized speed limit.

Section 4: Copies of this ordinance shall be furnished to the North Carolina Department of Transportation along with the Certification of Municipal Declaration to Repeal Speed Limits and Request for Concurrence.

This the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

ATTEST:

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

**Certification of Municipal Declaration  
To Enact Speed Limits and Request for Concurrence**

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**Concurring State Ordinance Number:** 1078541

**Division:** 2      **County:** PITT

**Municipality:** GREENVILLE

**Type:** Municipal Speed Zones

**Road:** NC 33

**Car:** 50 MPH

**Truck:** 50 MPH

**Description:** Between the northern intersection with US 13/NC 11 (Memorial Drive) and 0.265 mile northeast of SR 2255.

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**Municipal Certification**

I, \_\_\_\_\_, Clerk of \_\_\_\_\_, do hereby certify that the municipal governing body, pursuant to the authority granted by G.S. 20-141(f), determined upon the basis of an engineering and traffic investigation and duly declared, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, the speed limits as set forth above on the designated portion of the State Highway System, which shall become effective when the Department of Transportation has passed a concurring ordinance and signs are erected giving notice of the authorized speed limit.

The said municipal declaration is recorded as follows:

Minute Book: \_\_\_\_\_ Page: \_\_\_\_\_ Ordinance Number: \_\_\_\_\_

In witness whereof, I have hereunto set my hand and the municipal seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(municipal seal)

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**Department of Transportation Approval**

Division: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Region: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

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# City of Greenville, North Carolina

Meeting Date: 09/08/2022

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**Title of Item:** Resolution for the Issuance of new debt for Greenville Utilities Commission Combined Enterprise System Revenue Bonds, Series 2022

**Explanation:** In order to provide funding for projects associated with its capital improvement plan, Greenville Utilities Commission needs to move forward with the issuance of up to \$30,000,000 in revenue bonds. To that end, at its regular meeting on August 18, 2022, the Greenville Utilities Commission Board of Commissioners approved a resolution that:

- authorizes the Commission to apply to the Local Government Commission (LGC) for the revenue bond issuance;
- authorizes the LGC to sell the bonds at a private placement;
- directs the officers, agents and employees of the Commission to do all acts and things required of them by the provisions of this resolution; and
- recommends similar action be taken 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 2022A Rev. \(GUC\) - Final.pdf](#)



A meeting of the City Council of the City of Greenville, North Carolina was held on September 8, 2022.

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

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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. 2022-\_\_\_\_\_**

**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 \$30,000,000 GREENVILLE UTILITIES COMMISSION COMBINED ENTERPRISE SYSTEM REVENUE BONDS, SERIES 2022**

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, 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 for the acquisition, construction, and equipping of certain improvements to its combined enterprise system (collectively, the “Series 2022 Project”), which improvements are described in Appendix A to this resolution; and

WHEREAS, the City has determined to proceed with the authorization and issuance of revenue bonds pursuant to the Order in the amount of not to exceed \$30,000,000 for the purpose of providing funds, together with any other available funds, for paying the cost of acquiring, constructing, and equipping the Series 2022 Project (the “Series 2022 Bonds”); and

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 2022 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:	First Tryon Advisors
Bond Counsel:	Womble Bond Dickinson (US) LLP
Trustee and Bond Registrar:	The Bank of New York Mellon Trust Company, N.A.
Consulting Utility Advisors:	Burns & McDonnell Consultants, Inc., and Raftelis Financial Consultants, Inc.
Underwriter:	J.P. Morgan Securities LLC
Counsel to Underwriter:	McGuireWoods LLP

Section 3. The City Council hereby finds and determines in connection with the issuance of the Series 2022 Bonds as follows:

(a) the issuance of the Series 2022 Bonds and the Series 2022 Project are necessary for the City and the Commission to provide adequate and reliable electric, natural gas, water, and sanitary sewer service;

(b) the amount of the Series 2022 Bonds will be sufficient, but not excessive, for the purpose of paying the costs described in this resolution;

(c) the proposed Series 2022 Project is feasible;

(d) 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;

(e) the Series 2022 Bonds can be marketed at a reasonable interest cost to the Commission and the City; and

(f) any projected rate increases for electric, natural gas, water, and sanitary sewer service in connection with the issuance of the Series 2022 Bonds will be reasonable.

Section 4. The Local Government Commission is requested to sell the proposed revenue bonds to the Underwriter at a private sale without advertisement.

Section 5. 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 6. 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 \$30,000,000 GREENVILLE UTILITIES COMMISSION COMBINED ENTERPRISE SYSTEM REVENUE BONDS, SERIES 2022" 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 September 8, 2022, as it relates in any way to the passage of the foregoing resolution and that said proceedings are recorded in the minutes of said Council.

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

WITNESS my hand and the official seal of said City this 8<sup>th</sup> day of September, 2022.

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

[SEAL]

**The Series 2022 Project**

The Series 2022 Project will consist of the acquisition, construction, and equipping of various improvements to the Combined Enterprise System including, without limitation, the following projects:

<b>Number</b>	<b>Project Description</b>
1	ECP 134: Sugg Parkway Substation
2	ECP 10218: Mt. Pleasant to Wellcome 115 KV Transformer
3	ECP 10219: Peak Shaving Generator(s) Replacements
4	WCP 124: Residual Lagoon Improvements
5	SCP 10233: WWTP Headworks Improvements



# City of Greenville, North Carolina

Meeting Date: 09/08/2022

- 
- Title of Item:** Resolution authorizing the filing of an application to the American Rescue Plan Act (ARPA) State Fiscal Recovery Fund grant for stormwater projects from the newly-created Local Assistance for Stormwater Infrastructure Investments (LASII) fund
- Explanation:** The North Carolina General Assembly appropriated \$1.69 billion from the State's allocation of the American Rescue Plan Act for drinking water, wastewater, and stormwater investments in Sections 12.13 and 12.14 of the Current Operations Appropriations Act of 2021 (S.L. 2021-180). The North Carolina Department of Environmental Quality's (NC DEQ's) Division of Water Infrastructure (Division) will administer approximately \$100.5 million for stormwater projects in the Local Assistance for Stormwater Infrastructure Investments fund. Approximately \$82 million will be available for cities and counties (and their regional councils of government and nonprofit entity partners) for projects that will improve or create infrastructure for controlling stormwater quantity and quality. The funds will be awarded through the Division's competitive funding process.
- Attached (Attachment A) for City Council consideration is a resolution authorizing the filing and execution of a grant application for the design and construction of a stormwater capital improvement project identified in the Watershed Master Plans. If awarded, the City would receive 100% of the total project costs up to the maximum award amount of \$5 million for a single municipality or \$7.5 million for a multi-jurisdictional partnership. The remaining funds needed will be funded by the Stormwater Utility Fund.
- The planning level details for this project are found in the Fork Swamp Watershed Master Plan. Project description is provided (Attachment B) for the Corey Road Regional Detention and Stream Restoration project. As this project benefits citizens within Greenville as well as those in Pitt County, it is envisioned the City and County will work together to submit a successful application.
- Fiscal Note:** The total amount available for the grant is \$7,500,000. There is no local match required; however, the project is estimated to exceed the maximum grant award by \$500,000. This difference will be paid by the Stormwater Utility Fund.
- Recommendation:** Adopt the attached resolution approving and authorizing the filing of the grant application for the American Rescue Plan Act (ARPA) State Fiscal Recovery

Fund grant for stormwater projects from the newly-created Local Assistance for Stormwater Infrastructure Investments (LASII) fund.

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ATTACHMENTS

-  [2022\\_NCDEQ\\_SW\\_ARPA\\_Grant\\_Resolution.pdf](#)
-  [Corey Road Regional Detention and Stream Restoration.pdf](#)

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

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION TO THE AMERICAN RESCUE PLAN ACT (ARPA) STATE FISCAL RECOVERY FUND GRANT FOR STORMWATER PROJECTS FROM THE NEWLY-CREATED LOCAL ASSISTANCE FOR STORMWATER INFRASTRUCTURE INVESTMENTS (LASII) FUND

WHEREAS, the North Carolina Division of Water Resources in the Department of Environmental Quality is offering a new program known as Local Assistance for Stormwater Infrastructure Investments (LASII) fund; and

WHEREAS, the LASII fund is funded by the American Rescue Plan Act (ARPA) State Fiscal Recovery Fund Grant for Stormwater Projects; and

WHEREAS, the LASII fund aims to provide grants for construction and planning for stormwater projects to improve or create infrastructure for controlling stormwater quality and quantity;

WHEREAS, NCDEQ anticipates LASII 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, the deadline for final application by the State of North Carolina is September 30, 2022; and

WHEREAS, this grant application requires no 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 North Carolina Department of Environmental Quality to aid in the financing of planning, design, and construction of a stormwater infrastructure project titled: Corey Road Regional Detention and Stream Restoration.
2. That the City Manager is authorized to execute and file the Assurances and other

documents the North Carolina Department of Environmental Quality requires before awarding an assistance grant or cooperative agreement.

3. That the City Manager is authorized to submit additional information as the North Carolina Department of Environmental Quality 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 8th day of September, 2022.

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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 the 8th day of September, 2022.

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Valerie Shiuwegar, City Clerk

---

Date

SEAL



## Corey Road Regional Detention and Stream Restoration

**Corey Road** – Based on the results obtained from the existing conditions analysis, the existing twin 13' x 4.5 CMP arches (See Picture 4-3) at Corey Road are passing the desired 25-year storm. However, in order to lower the tailwater and improve the performance of the culvert at Trafalgar Drive – North, the capacity at Corey Road will be increased. This alternative proposes the installation of twin 48" floodplain culverts along with a new headwall at Corey Road.



Picture 4-3. Corey Road CMP arches

In addition to the proposed floodplain culvert, it is recommended that 2,300 linear feet of floodplain benching be included downstream of Corey Road as shown on Figure 4-4. The floodplain benching will be located in the left and right overbanks.

Although the benching is located outside of the City limits, it will help to reduce the tailwater at Corey Road and subsequently Trafalgar Drive which directly impacts City residents. To implement proposed improvements for FSUT1, the Corey Road project should be completed before the Trafalgar Drive improvements.

There are four properties (1203, 1205, 1209, and 1215 Trafalgar Drive) upstream of Corey Road located in the existing conditions 25- and 100-year floodplain. The resident located at 1209 Trafalgar Drive has reported storage building flooding. The property at 1215 Trafalgar Drive will be removed from the 25-year floodplain and 1209 Trafalgar Drive will be removed from the 100-year floodplain. While the water surface elevations will be reduced at remaining properties, they will remain in the 25- and 100-year floodplains. They will continue to experience flooding but the severity and frequency will be reduced.

During a field inspection, there were several potential site restrictions and utility conflicts that were identified. Overhead power lines are located along Corey Road, which may need to be temporarily relocated based on where the contractor accesses the site. There also appears to be water lines that may need to be replaced or relocated. Impacts to traffic flow during construction were considered. This section of Corey Road is a two-lane minor thoroughfare. It is anticipated that a road closure or a flagged two-way one-lane operation will be required. In order to gain access and to install the proposed floodplain benching, tree removal would be required. It should be noted that the proposed floodplain benching is located on private property therefore an easement will be required to complete this project and maintain the bench in the future. The total estimated cost for this project is \$6,870,000.

A summary of the hydraulic performance for the improvements proposed along Fork Swamp are included in Table 4-3, and a summary of the improvements realized for reduction in WSEL and properties removed from floodplains is shown in Table 4-4. The water surface elevations shown assume all proposed primary system improvements for FSUT1 are constructed. The level of improvement will be reduced if all projects are not implemented.



- Legend**
- AC Unit or Storage Building
  - Crawl Space
  - Flooding Reported**
  - Flooding Reported
  - Yard
  - Properties Removed - 25-Year Storm
  - Properties Removed - 100-Year Storm
  - Flooded Properties - 25-Year Storm
  - Flooded Properties - 100-Year Storm
  - Catch Basin
  - Difficult Access Structure
  - Drop Inlet
  - Junction Box
  - Flared End Section
  - Headwall
  - Pipe End
  - Pond Structure
  - Slab Top Inlet
  - Underground Pipe Junction
  - Yard Inlet
  - Bridge
  - Pipes
  - Culvert
  - Channels
  - Floodplain Benching
  - Proposed Detention Pond
  - Parcels
  - Outside City Limits

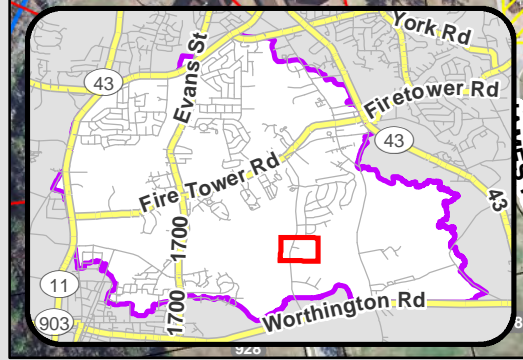
Proposed Regional Detention Pond

Corey Road  
Existing: Twin 13' x 4.5' CMP Arch  
Alternative: Twin 48" Floodplain Culverts  
(Keep existing and add headwall)

Trafalgar Drive - North  
Existing: 60" CMP and 66" CMP  
Alternative: Twin 8' x 5' RCBCs

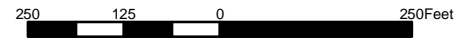
2300 LF of Floodplain Benching and Stream Stabilization

Trafalgar Drive - South  
Existing: Twin 60" CMPs  
Alternative: 60" Floodplain Culvert  
(Keep existing and add headwall)



**Fork Swamp Watershed Master Plan**

Figure 4-4  
FSUT1 - Corey Road,  
Trafalgar Drive - North  
and South Alternatives



1 inch = 250 feet





# City of Greenville, North Carolina

Meeting Date: 09/08/2022

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**Title of Item:** Resolution Authorizing Execution of Rural Transformation Grant Agreement with NC Department of Commerce and Designation of Authorized Agent for Grant Implementation

**Explanation:** In June 2022, the City of Greenville was selected as 1 of 30 municipalities to receive a Rural Transformation Grant by the NC Department of Commerce in the amount of \$875,000. This grant program/fund is a new source of support for rural economic development projects in North Carolina funded by the federal American Rescue Plan. As the centerpiece of a broader Rural Engagement and Investment Program from the North Carolina Department of Commerce, the fund addresses a wide variety of needs, from revitalizing downtown districts, building the capacity of local government staffs, revitalizing neighborhoods, fostering small business recovery, and generally supporting economic growth initiatives.

The awarded grants support projects under four programs:

- Downtown Revitalization
- Resilient Neighborhoods
- Community Enhancement for Economic Growth
- Rural Community Capacity Building

The City was awarded the grant under the Downtown Revitalization Program. The funds will be used to enhance or expand streetscape efforts already underway within the Arts District anchored by the Dickinson Avenue corridor; specifically, Ficklen, 9th, Washington, and 8th Streets.

The agreement, attached for your review, outlines specifics of the grant award including, but not limited to, general terms and conditions, reporting requirements and milestone dates. City approval and execution of the agreement is necessary prior to execution by NC Department of Commerce and obligation of the funds (assignment that makes the funds available for use).

Attached also is a resolution authorizing the execution of the Rural Transformation grant agreement and designating the City Manager as the City's authorized agent to execute the agreement, negotiate any additional terms and/or minor text amendments necessary for the execution of the agreement, and execute other grant related documents as may be necessary for implementation of the grant.

**Fiscal Note:**

The grant award of \$875,000 does not require a local match.

**Recommendation:**

Approve the resolution authorizing the execution of the Rural Transformation Grant agreement with NC Department of Commerce to formalize the grant award and designate the City Manager as the City's authorized agent to execute said agreement, negotiate any additional terms and/or minor text amendments necessary for the execution of the agreement, including terms and amendments that allow the City to receive additional funding, and execute other grant related documents as may be necessary for implementation of the grant.

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ATTACHMENTS

-  [Resolution.pdf](#)
-  [Agreement.pdf](#)

RESOLUTION AUTHORIZING THE EXECUTION OF THE RURAL TRANSFORMATION GRANT AGREEMENT BETWEEN THE CITY OF GREENVILLE AND THE NORTH CAROLINA DEPARTMENT OF COMMERCE

WHEREAS, in June 2022, the North Carolina Department of Commerce (“NCDOC”) awarded funding to the City of Greenville (“City”) for downtown revitalization improvements through the Rural Engagement and Investment Program totaling \$875,000; and

WHEREAS, the grant does not require a local match; and

WHEREAS, the grant project will provide for enhancement and/or expansion of streetscape efforts already underway within the Arts District anchored by the Dickinson Avenue corridor.

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

1. The Agreement with North Carolina Department of Commerce to formalize the grant award for the Rural Transformation Project is approved for execution.
2. The City Manager is authorized to execute said Agreement, to negotiate any additional terms and/or make minor text amendments necessary for the execution of the Agreement that are in the best interest of the City, including terms and amendments that allow for the City to receive an increase amount of funding. Modifications should not be inconsistent with the terms reviewed and approved by Council herein.
3. The City Manager is also authorized to execute other grant related documents as may be necessary for implementation of the grant.

ADOPTED this the 8th day of September, 2022.

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P.J. Connelly, Mayor

ATTEST:

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Valerie Shiuwegar, City Clerk



**NC DEPARTMENT  
of COMMERCE**  
RURAL ECONOMIC  
DEVELOPMENT

Roy Cooper  
GOVERNOR

Machelle Baker Sanders  
SECRETARY

Kenny Flowers  
ASSISTANT SECRETARY

July 26, 2022

Re: Your DocuSign and Reply is Requested  
Subrecipient: City of Greenville  
Contract Agreement for Grant Number: SA-0212  
Project Title: Art District Streetscape

Dear Chief Elected Official

Enclosed for your review is a complete set of contract documents required to finalize the grant award from the North Carolina Department of Commerce, Rural Transformation Grant Fund. Below is a description of the documents enclosed along with an explanation of the signatures required for each document.

Document:	Document Description:	DocuSigned By:
Grant Agreement	Contract: Outlines the terms of Grant Agreement between the Department of Commerce and the Unit of Local Government.	Chief Elected Official - Unit of Local Government
Attachment A	Attachment A: Notice of Certain Reporting & Audit Requirements	No Signature Required
Attachment B	Attachment B: State Grant Certification – No Overdue Tax Debts	Chief Elected Official and– Unit of Local Government
Attachment C	Attachment C: General Terms and Conditions	No Signature Required
Attachment D	Attachment D: Federal Funding Accounting and Transparency Act (FFATA)	Chief Elected Official – Unit of Local Government. Answer all questions.

Execute these documents via DocuSign. If you have any questions or if I can be of any assistance, please contact me at [hazel.edmond@commerce.nc.gov](mailto:hazel.edmond@commerce.nc.gov).

Sincerely,

Hazel S. Edmond  
Director, Rural Transformation Grant Fund

Enclosure

Rural Transformation Grant Fund, Grant Agreement  
Rural Downtown Transformation Grant  
Downtown Revitalization

Contract Agreement Grant Number: SA-0212  
Assistance Listing Number: 21.027  
Federal Award ID Number: SLFRP0129  
Federal Award Date: 5/18/2021

This Contract is hereby entered into by and between the **North Carolina Department of Commerce** (the "Agency") and City of Greenville (the "Grantee") (referred to collectively as the "Parties").

**1. Contract Documents:**

This Contract consists of the following documents:

1. This Contract
2. Notice of Certain Reporting and Audit Requirements (Attachment A)
3. Certification of No Overdue Tax Debts (Attachment B)
4. The General Terms and Conditions (Attachment C)
5. Federal Funds Accountability and Transparency Act Disclosure (Attachment D)

These documents constitute the entire agreement between the Parties and supersede all oral and written statements, negotiations, or agreements made, communicated, negotiated, or entered into prior to or contemporaneously with the full execution of this Contract.

**2. Precedence Among Contract Documents:**

In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

**3. Effective Period:**

This Contract shall be effective on **June 15, 2022, and** shall terminate when all funds disbursed by the Agency to the Grantee under this Contract have been expended by the Grantee for the purposes authorized by the North Carolina General Assembly and stated herein, unless terminated sooner under the terms of this Contract. All eligible expenditures must be incurred or obligated by **December 31, 2024**, and expended by **December 31, 2026**, as allowed by federal law and regulation.

**4. Grantee's Duties:**

The North Carolina General Assembly has authorized funds from the State Fiscal Recovery Fund to be appropriated to the Agency for Rural Downtown Transformation grants. This Contract allocates grant funds from the Agency to City of Greenville in order to fully leverage resources toward enhancing their communities' prospects for economic growth pursuant to S.L. 2021-180, the State Appropriations Act of 2021, and the Committee Report (together the "Authorizing Legislation") authorizes and directs the Agency to administer this grant. The Grantee acknowledges these funds are federal Coronavirus State Fiscal Recovery Funds ("SFRF") authorized in section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2, awarded to North Carolina, deposited in the state Treasury, and appropriated in North Carolina by the Authorizing Legislation. The North Carolina Office of State Budget and Management (OSBM) has determined that this project is provision of government services within the State's calculated reduction of revenue due to the COVID-19 public health emergency, to be administered and reported under Expenditure Category 6.1 under the US Department of the Treasury's (the "Treasury") Compliance and Reporting Guidance (updated February 28, 2022). The Grantee shall implement the grant and ensure that all funds are expended in accordance with the Authorizing Legislation, 09 NCAC 03M which incorporates by State Regulation 2 CFR 200 Subpart E Cost Principles, 2 CFR 200 Subpart F Audit Requirements, all applicable State and Federal laws, and Treasury guidance for use of these funds. The Grantee will ensure that the sub-grantee(s), sub-sub-grantee, etc. comply with all applicable laws, regulations, guidance, and reporting requirements. The Grantee shall not use grant funds for debt service, to replenish financial reserves, or to satisfy an obligation arising from a judicial settlement or judgment. The grant funds allocated herein are not to be used for research and development as defined in 2 CFR 200.87. The Grantee acknowledges that the interpretation of the standards applicable to these funds may change with additional Treasury guidance or Congressional or state action and agrees to comply with future standards.

Rural Transformation Grant Fund, Grant Agreement  
Rural Downtown Transformation Grant  
Downtown Revitalization

Contract Agreement Grant Number: SA-0212  
Assistance Listing Number: 21.027  
Federal Award ID Number: SLFRP0129  
Federal Award Date: 5/18/2021

**5. Agency's Duties:**

The Agency shall pay the Grantee in the manner and in the amounts specified in the Contract Documents. The total amount paid by the Agency to the Grantee under this Contract shall not exceed \$ 875000.00

a. There are no matching requirements from the Grantee.

b. The Grantee's matching requirement is \$ \_\_\_\_\_, which shall consist of:

- In-kind                       Cash
- Cash and In-kind             Cash and/or In-kind

The total contract amount is \$ 875000.00

**6. Conflict of Interest Policy:**

Grantee shall file with the Agency a copy of Grantee's policy addressing conflicts of interest that may arise involving the Grantee's management employees and the members of its governing body. The policy shall prohibit such individuals from directly or indirectly benefitting (other than by receipt of any normal compensation from the Grantee) as a result of the Grantee's disbursement of State funds, including any benefit derived from contracting with the Grantee or owning or contracting with a sub-grantee or sub-sub-grantee. The policy shall include actions to be taken by the Grantee, the individual, or both to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before Agency may disburse the grant funds. Additionally, every Grantee must identify for the Agency any conflicts of interest existing under its policy prior to the execution of this Contract and must promptly inform the Agency of any conflict of interest of which it becomes aware during the term of this Contract.

**7. Statement of No Overdue Tax Debts:**

The Grantee shall file with the Agency a sworn written statement pursuant to N.C.G.S. 143C-6-23(c) (Attachment B), stating that the Grantee does not have any overdue tax debts, as defined by G.S. 105-243.1, at the federal, State, or local level. A person who makes a false statement in violation of this subsection is guilty of a criminal offense punishable as provided by N.C.G.S. 143C-10-1. Grantee acknowledges that the written statement must be filed before Agency may disburse the grant funds.

**8. Letter of tax- exempt status:**

If applicable, the Grantee shall file with the Agency a copy of Grantee's IRS federal tax-exempt letter.

**9. Reporting Requirements:**

The Agency has determined that this Contract is subject to the reporting requirements described in the attached Notice of Certain Reporting and Audit Requirements (Attachment A), which is part of this Contract. The Grantee shall comply with all of the reporting requirements and provisions described in Attachment A hereto.

In addition to the reporting requirements and provisions described in Attachment A and the other reporting requirements described in this Contract, the Grantee further agrees to submit to the Agency's Director of the Rural Transformation Grant Fund an Annual Report to enable the Agency and its Fiscal Services Division to track the status of the Grantee's expenditures of grant funds on a periodic basis. The Grantee shall continue to complete and send said Annual Reports to the Agency's Director of the Rural Transformation Grant Fund until all grant funds received under this Contract have been expended and all such expenditures have been fully reported to the Agency's Director of the Rural Transformation Grant Fund. When submitting said Annual Reports, the Grantee shall also submit a brief narrative paragraph for each such Report summarizing the performance objectives of expenditures and any interest earned by the Grantee from the grant funds.



Rural Transformation Grant Fund, Grant Agreement  
 Rural Downtown Transformation Grant  
 Downtown Revitalization

Contract Agreement Grant Number: SA-0212  
 Assistance Listing Number: 21.027  
 Federal Award ID Number: SLFRP0129  
 Federal Award Date: 5/18/2021

The Grantee will ensure that the sub-grantee(s), sub-sub-grantee, etc. make available information necessary for the Grantee and the Agency to fulfill their respective reporting requirements. The Grantee will implement reporting deadlines for the subgrantee(s), sub-sub-grantee, etc. that provide adequate time for review by the Grantee and the Agency in order for the Grantee and the Agency to meet their respective reporting deadlines. In the event such reports are requested by the Agency, the Grantee will additionally provide monthly program and expenditure reports in the form prescribed by the Agency. The Agency will establish the form and schedule for the submission of reports under this Paragraph and the Grantee will ensure that all reports are materially complete and submitted to the Agency by the date set by Agency.

#### **10. Payment Provisions:**

Payment shall be made in accordance with the State's Cash Management Plan.

#### **11. Disbursements:**

In addition to the other requirements set forth above and in the attached documents concerning the disbursement of grant funds by the Grantee (including any sub-grantee(s) and sub-sub-grantee(s)), as well as all requirements imposed on grant fund expenditures by applicable law, rules, and regulations, the Grantee acknowledges and agrees, as an express condition of this Contract, to make disbursements of all grant funds in accordance with the following requirements:

- a. The Grantee shall implement adequate internal controls over all disbursements;
- b. The Grantee shall pre-audit all vouchers presented to it for payment to determine:
  - The validity and accuracy of the requested payment;
  - The payment due date;
  - The adequacy of all documentation allegedly supporting the requested payment; and
  - The legality of all disbursements and requested disbursements;
- c. The Grantee shall assure adequate control of signature stamps and plates;
- d. The Grantee shall assure adequate control of all negotiable instruments; and
- e. The Grantee shall implement adequate procedures to ensure that its account balance is solvent and shall reconcile its account monthly.

#### **12. Outsourcing:**

The Grantee certifies that it has identified to the Agency all jobs related to this Contract that have been outsourced to other states within the United States or to other countries, if any. The Grantee further acknowledges that it may not outsource to any other state or territory or to any other country any jobs related to this Contract during the term of this Contract without obtaining the prior written approval of the Agency.

#### **13. Ethics Law Compliance:**

The Grantee acknowledges and agrees that, in its conduct under this Contract and in connection with any and all expenditures of grant funds made by it, the Grantee, its officers, agents, and employees shall be and are subject to the provisions of the North Carolina State Government Ethics Act, N.C. Session Law 2006-201, House Bill 1843; Session Law 2007-348, House Bill 1111 (the "Ethics Act"). The Grantee further acknowledges and agrees that, in the event that it grants any of the grant funds awarded hereunder to one or more sub-grantees or sub-sub-grantees, the Grantee shall, by contract, ensure that the provisions of the Ethics Act are made applicable to and binding upon any and all of the Grantee's sub-grantees, sub-sub-grantees, etc.

#### **14. Cost Principles:**

The Grantee acknowledges and agrees that, in its conduct under this Contract and in connection with any and all expenditures of grant funds made by it, it shall comply with the cost principles enunciated in 2 CFR Part 200 Subpart E – Cost Principles (<http://www.ecfr.gov/>). The Grantee further acknowledges and agrees that, in the event that it grants any of the grant funds awarded hereunder to one or more sub-grantees or sub-sub-grantees, the Grantee shall, by contract, ensure that said cost principles are made applicable to and binding upon any and all such sub-grantees, sub-sub-grantees, etc. in their handling, use, and expenditure of the funds awarded to the Grantee hereunder.

Rural Transformation Grant Fund, Grant Agreement  
 Rural Downtown Transformation Grant  
 Downtown Revitalization

Contract Agreement Grant Number: SA-0212  
 Assistance Listing Number: 21.027  
 Federal Award ID Number: SLFRP0129  
 Federal Award Date: 5/18/2021

The Grantee may use funds for administering this SFRF program, including costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory, and other requirements. Further, costs must be reasonable and allocable as outlined in 2 CFR 200.404 and 2 CFR 200.405. The Grantee is permitted to charge both direct and indirect costs as administrative costs. Direct costs are those that are identified specifically as costs of implementing the SFRF program objectives, such as contract support, materials, and supplies for a project. Indirect costs are general overhead costs of an organization where a portion of such costs are allocable to the SFRF award such as the cost of facilities or administrative functions like a director's office. Each category of cost should be treated consistently in like circumstances as direct or indirect, and the Grantee may not charge the same administrative costs to both direct and indirect cost categories, or to other programs.

#### **15. Final Reports and Certifications:**

The Grantee shall file all reports and certifications, as described and required by Attachment A to this Contract, concerning its receipt, handling, and expenditure of all grant funds awarded hereunder, including any interest earned by the Grantee from such funds, with the Agency's Director of the Rural Grant Transformation Fund.

#### **16. Monitoring and Auditing:**

The Grantee acknowledges and agrees that, from and after the date of execution of this Contract and for the longer of 1) five (5) years after all State Fiscal Recovery Funds have been expended or returned to Treasury or 2) five (5) years following its termination, the books, records, documents, and facilities of the Grantee are subject to being audited, inspected, and monitored at any time by the Agency upon its request (whether in writing or otherwise), State or Federal auditors, and/or the Treasury. The Grantee and its officers, agents, and employees shall make the Grantee's books, records, documents, and offices/facilities available to all authorized personnel for inspection, audit, and monitoring upon request, shall answer any questions posed to them by the auditing agency, and shall provide the requesting agency, upon its request, with any documents, records, or information sought by the auditing agency in its efforts to monitor and audit the Grantee's activities regarding the funds awarded under this Contract. The Grantee further agrees to keep and maintain all of its books, records, and documents relating in any way to the grant funds awarded hereunder as described in Attachment A subject to the longer timelines described in this paragraph. Because SFRF is a single federal award it may be necessary to keep records of all project expenditures, including record-keeping by subrecipients, until the longest of the timelines runs. Therefore, the Grantee agrees to seek specific written authorization from the Agency for destruction of any records prior to five years after all SFRF funds have been expended or returned to Treasury.

Grantee shall comply with the single audit requirement as set out in 09 NCAC 03M .0205(a)(3) and (b)(4).

#### **17. Procurement:**

Grantee must have a written Procurement Policy that meets the requirements for non-state entities as set forth in 2 CFR 200.317 – 2 CFR 200.327. Grantee must contract for the procurement of goods, services and construction projects, including design services. The procurement procedures must comply with applicable federal, State and local laws and should describe efforts to encourage minority businesses and female owned businesses to submit bids. Grantees must enter procurement solicitations for any contract in excess of \$50,000 in the Statewide Interactive Purchasing System (IPS).

#### **18. Environmental Review:**

Grantee must comply with the requirements of the North Carolina State Environmental Policy Act. Grantee is required to complete an Environmental Review provided by the Agency before the Agency disburses the grant funds.

#### **19. Labor Standards:**

Grantee is encouraged to adhere to strong labor standards, including the use of project labor agreements and community benefits agreements that offer wages above the prevailing rate and that include local hire provisions.

Rural Transformation Grant Fund, Grant Agreement  
Rural Downtown Transformation Grant  
Downtown Revitalization

Contract Agreement Grant Number: SA-0212  
Assistance Listing Number: 21.027  
Federal Award ID Number: SLFRP0129  
Federal Award Date: 5/18/2021

## **20. Real Property:**

Title to real property acquired with grant funds shall vest upon acquisition in the Grantee. Acquired real property shall be subject to the provisions in 2 CFR 200.311 and remain vested in the Grantee and shall be used for the originally authorized purpose so long as needed for that purpose. Real property acquired with grant funds shall not be encumbered or disposed of except in accordance with 2 CFR 200.311. Grantee shall submit annual reports on the status of real property to the Agency's Director of the Rural Transformation Grant Fund in accordance with 2 CFR 200.330.

## **21. Grant Agreement With Sub-Grantee(s):**

In the event that the Grantee grants to a sub-grantee, a sub-sub-grantee, etc. any of the grant funds awarded to the Grantee hereunder, the Grantee must retain a signed copy of the contract, letter, or agreement pursuant to which the grant funds awarded to the Grantee hereunder are granted to a sub-grantee, a sub-sub-grantee, etc. The Grantee's agreement or contract with the sub-grantee, sub-sub-grantee, etc. shall comply with the requirements established by this Contract and applicable State and Federal laws, regulations, guidance, and reporting requirements. The Grantee shall insure that the sub-grantee, sub-sub-grantee, etc. fulfills its duties and obligations under the contract, letter, or agreement.

## **22. Repayment of Grant Funds to Agency:**

In the event that the Grantee, either directly or indirectly (e.g., through a sub-grantee or sub-sub-grantee), commits any breach of this Contract which the Grantee fails to fully cure within thirty (30) days of its receipt of written notice from the Agency of said breach, the Agency may make demand in writing of the Grantee that it repay the Agency so much of the grant funds awarded under this Contract, up to and including 100% of the amount of the award made under this Contract. In such an event, the Grantee shall repay said amount to the Agency within thirty (30) days of its receipt of said demand for repayment, as well as any interest earned by the Grantee on said amount.

In addition, in the event that this Contract should be terminated by the Parties or otherwise comes to an end prior to the time when the Grantee, its sub-grantee(s), any sub-sub-grantee(s), etc. have expended all of the funds awarded under this Contract, the Grantee shall, within thirty (30) days of said termination or contract end, return to the Agency all such unexpended funds, as well as any interest earned by the Grantee on such funds. Furthermore, the Grantee shall, by contract, ensure that, in the event that its sub-grantee(s) enter into any sub-sub-grant agreements involving any of the funds awarded hereunder, all such sub-grantees, sub-sub-grantees, etc. are required to repay to their grantee(s) all such unexpended funds, as well as any interest earned by the sub-grantee or sub-sub-grantee on such funds, so that the Grantee can return those unexpended funds and interest to the Agency within thirty (30) days of the termination or other end of this Contract. In any event, the Grantee shall be and remain liable to the Agency for the repayment to the Agency of all grant funds that are unexpended (either by the Grantee or any sub-grantee, sub-sub-grantee, etc.) at the time of the termination or other end of this Contract, as well as the repayment of any interest earned by the Grantee, sub-grantee or sub-sub-grantee on such funds at that time.

## **23. Termination:**

Subject to the provisions of paragraph 19 of this Contract, this Contract may be terminated in accordance with the provisions set forth in Attachment C hereto; however, the reporting, monitoring, and audit requirements and provisions of this Contract shall survive any such termination.

## **24. Non-Discrimination Certification:**

The Grantee certifies its compliance with Civil Rights laws, including Title VI of the Civil rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department's implementing regulations at 31 CFR part 23. The Grantee will also seek certification of compliance

Rural Transformation Grant Fund, Grant Agreement  
Rural Downtown Transformation Grant  
Downtown Revitalization

Contract Agreement Grant Number: SA-0212  
Assistance Listing Number: 21.027  
Federal Award ID Number: SLFRP0129  
Federal Award Date: 5/18/2021

as may be required of Sub-grantees and contractors. The Grantee acknowledges that it must cooperate in demonstrating its efforts on behalf of the State as may be required by the Treasury.

## 25. Federal Funds Accountability and Transparency Act

Prior to the disbursement of funds, the Grantee will complete and submit Attachment D to the Agency. The Federal Funds Accountability and Transparency Act (the "FFATA") requires public disclosure of executive compensation in certain federally funded organizations. Prior to the disbursement of funds that Grantee will provide written certification stating whether 1) The Grantee received 80% or more of its annual gross revenues from federal awards (contracts or subcontracts, loans, grants or subgrants, cooperative agreements) and whether 2) The total of the Grantee's annual federal awards equaled or exceeded \$25,000,000? If the answer to both questions is "yes," then the Grantee must publicly report the compensation information of its five most highly compensated executives. The Grantee may comply by certifying that this is done through periodic reporting under the Securities Exchange Act of 1934 under 15 USC 78m(a) or 15 USC 78o(d), or under the Internal Revenue Code of 1986 Section 6104, If not already reported, the names and compensation of the five most highly compensated executives must be provided to the Agency as a precondition to receiving federal funds.

The Grantee will provide all information requested by the Agency to allow the State to document compliance with the FFATA, which may include:

- Subrecipient identifying and demographic information (e.g., legal name, whether registered in SAM.gov, DUNS/UEI/TIN and location)
- Primary place of performance
- Related project identification number(s) (created by the recipient)
- Related project name(s)
- Period of performance start and end date
- Quarterly obligation amount
- Quarterly expenditure amount

Rural Transformation Grant Fund, Grant Agreement  
Rural Downtown Transformation Grant  
Downtown Revitalization

Contract Agreement Grant Number: SA-0212  
Assistance Listing Number: 21.027  
Federal Award ID Number: SLFRP0129  
Federal Award Date: 5/18/2021

**26. Authorized Signature Warranty:**

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

**In Witness Whereof**, the Grantee and the Agency have executed this Contract in duplicate, with one being retained by each party.

***City of Greenville***

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

***North Carolina Department of Commerce***

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Kenny Flowers  
\_\_\_\_\_  
Printed Name

Assistant Secretary, Rural Economic Development Division  
\_\_\_\_\_  
Title

Rural Transformation Grant Fund, Grant Agreement  
 Rural Downtown Transformation Grant  
 Downtown Revitalization  
 Attachment A: Notice of Certain Reporting & Audit Requirements

Contract Agreement Grant Number: SA-0212  
 Assistance Listing Number: 21.027  
 Federal Award ID Number: SLFRP0129  
 Federal Award Date: 5/18/2021

Grantee shall comply with all the rules and reporting requirements established by statute or administrative rules.

G.S. 143C-6-23 requires that every non-State entity that receives State funds from a State agency except any non-State entity subject to the audit and other reporting requirements of the Local Government Commission file annual grant compliance reports. All annual grant compliance reports must be filed with the Department of Commerce. Level 3 Grantee audit reports must be submitted via email as a .PDF file.

For convenience, the requirements of G.S. 143C-6-22 – 23, G.S. 143C-10-1 and 09 NCAC Subchapter 3M.0205 are set forth in this Attachment.

**§ 143C-6-22. Use of State funds by non-State entities.**

- a) Disbursement and Use of State Funds. – Every non-State entity that receives, uses, or expends any State funds shall use or expend the funds only for the purposes for which they were appropriated by the General Assembly. State funds include federal funds that flow through the State Treasury.
- b) Compliance by Non-State Entities. – If the Director of the Budget finds that a non-State entity has spent or encumbered State funds for an unauthorized purpose, or fails to submit or falsifies the information required by G.S. 143C-6-23 or any other provision of law, the Director shall take appropriate administrative action to ensure that no further irregularities or violations of law occur and shall report to the Attorney General any facts that pertain to an apparent violation of a criminal law or an apparent instance of malfeasance, misfeasance, or nonfeasance in connection with the use of State funds. Appropriate administrative action may include suspending or withholding the disbursement of State funds and recovering State funds previously disbursed.
- c) Civil Actions. – Civil actions to recover State funds or to obtain other mandatory orders in the name of the State on relation of the Attorney General, or in the name of the Office of State Budget and Management, shall be filed in the General Court of Justice in Wake County. (2006-203, s. 3.)

**§ 143C-6-23. State grant funds: administration; oversight and reporting requirements.**

- a) Definitions. — The following definitions apply in this section:
  1. Grant or grant funds. — State funds disbursed as a grant by a State agency; however, the terms do not include any payment made by the Medicaid program, the State Health Plan for Teachers and State Employees, or other similar medical programs.
  2. Grantee. — A non-State entity that receives State funds as a grant from a State agency but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.
  3. Encumbrance. — A financial obligation created by a purchase order, contract, salary commitment, unearned or prepaid collections for services provided, or other legally binding agreement. A financial obligation is not an encumbrance for purposes of this section unless it (i) is in writing and has been signed by a person or entity who has authority to legally bind the grantee or subgrantee to spend the funds or (ii) was created by the provision of goods or services to the grantee or subgrantee by a third party under circumstances that create a legally binding obligation to pay for the goods or services.

Rural Transformation Grant Fund, Grant Agreement  
 Rural Downtown Transformation Grant  
 Downtown Revitalization  
 Attachment A: Notice of Certain Reporting & Audit Requirements

Contract Agreement Grant Number: SA-0212  
 Assistance Listing Number: 21.027  
 Federal Award ID Number: SLFRP0129  
 Federal Award Date: 5/18/2021

4. Subgrantee. — A non-State entity that receives State funds as a grant from a grantee or from another subgrantee but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.
- b) Conflict of Interest Policy. — Every grantee shall file with the State agency disbursing funds to the grantee a copy of that grantee's policy addressing conflicts of interest that may arise involving the grantee's management employees and the members of its board of directors or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the grantee's employees or members of its board or other governing body, from the grantee's disbursing of State funds, and shall include actions to be taken by the grantee or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before the disbursing State agency may disburse the grant funds.
  - c) No Overdue Tax Debts. — Every grantee shall file with the State agency or department disbursing funds to the grantee a written statement completed by that grantee's board of directors or other governing body stating that the grantee does not have any overdue tax debts, as defined by G.S. 105-243.1, at the federal, State, or local level. The written statement shall be made under oath and shall be filed before the disbursing State agency or department may disburse the grant funds. A person who makes a false statement in violation of this subsection is guilty of a criminal offense punishable as provided by G.S. 143C-10-1.
  - d) Office of State Budget Rules Must Require Uniform Administration of State Grants. — The Office of State Budget and Management shall adopt rules to ensure the uniform administration of State grants by all grantor State agencies and grantees or subgrantees. The Office of State Budget and Management shall consult with the Office of the State Auditor and the Attorney General in establishing the rules required by this subsection. The rules shall establish policies and procedures for disbursements of State grants and for State agency oversight, monitoring, and evaluation of grantees and subgrantees. The policies and procedures shall:
    1. Ensure that the purpose and reporting requirements of each grant are specified to the grantee.
    2. Ensure that grantees specify the purpose and reporting requirements for grants made to subgrantees.
    3. Ensure that State funds are spent in accordance with the purposes for which they were granted.
    4. Hold the grantees and subgrantees accountable for the legal and appropriate expenditure of grant funds.
    5. Provide for adequate oversight and monitoring to prevent the misuse of grant funds. These policies shall require each grantee and subgrantee to ensure that, for accounting purposes, State funds and interest earned on those funds remain separate and apart from other funds in the possession or control of the grantee or subgrantee.
    6. Establish mandatory periodic reporting requirements for grantees and subgrantees, including methods of reporting, to provide financial and program performance information. The mandatory periodic reporting requirements shall require grantees and subgrantees to file with the State Auditor copies of reports and statements that are filed with State agencies pursuant to this subsection. Compliance with the mandatory periodic reporting requirements of this

Rural Transformation Grant Fund, Grant Agreement  
 Rural Downtown Transformation Grant  
 Downtown Revitalization  
 Attachment A: Notice of Certain Reporting & Audit Requirements

Contract Agreement Grant Number: SA-0212  
 Assistance Listing Number: 21.027  
 Federal Award ID Number: SLFRP0129  
 Federal Award Date: 5/18/2021

subdivision shall not require grantees and subgrantees to file with the State Auditor the information described in subsections (b) and (c) of this section.

7. Require grantees and subgrantees to maintain reports, records, and other information to properly account for the expenditure of all grant funds and to make such reports, records, and other information available to the grantor State agency for oversight, monitoring, and evaluation purposes.
  8. Require grantees and subgrantees to ensure that work papers in the possession of their auditors are available to the State Auditor for the purposes set out in subsection (i) of this section.
  9. Require grantees to be responsible for managing and monitoring each project, program, or activity supported by grant funds and each subgrantee project, program, or activity supported by grant funds.
  10. Provide procedures for the suspension of further disbursements or use of grant funds for noncompliance with these rules or other inappropriate use of the funds.
  11. Provide procedures for use in appropriate circumstances for reinstatement of disbursements that have been suspended for noncompliance with these rules or other inappropriate use of grant funds.
  12. Provide procedures for the recovery and return to the grantor State agency of unexpended grant funds from a grantee or subgrantee (i) in accordance with subsection (f1) of this section or (ii) in the event that the grantee or subgrantee is unable to fulfill the purposes of the grant for a reason not set forth in that subsection.
- d1) Required Grant Terms. — The terms of each grant shall include all of the following, which shall be deemed a part of the grant:
1. The limitation contained in G.S. 143C-6-8 concerning the availability of appropriated funds.
  2. The relevant provisions of any legislation authorizing or governing the administration of the grant.
  3. The terms of this section.
- e) Rules Are Subject to the Administrative Procedure Act. — Notwithstanding the provisions of G.S. 150B-2(8a)b. rules adopted pursuant to subsection (d) of this section are subject to the provisions of Chapter 150B of the General Statutes.
- f) Suspension and Recovery of Funds to Grant Recipients for Noncompliance. — The Office of State Budget and Management, after consultation with the administering State agency, shall have the power to suspend disbursement of grant funds to grantees or subgrantees, to prevent further use of grant funds already disbursed, and to recover grant funds already disbursed for noncompliance with rules adopted pursuant to subsection (d) of this section. If the grant funds are a pass-through of funds granted by an agency of the United States, then the Office of State Budget and Management must consult with the granting agency of the United States and the State agency that is the recipient of the pass-through funds prior to taking the actions authorized by this subsection.



Rural Transformation Grant Fund, Grant Agreement  
Rural Downtown Transformation Grant  
Downtown Revitalization  
Attachment A: Notice of Certain Reporting & Audit Requirements

Contract Agreement Grant Number: SA-0212  
Assistance Listing Number: 21.027  
Federal Award ID Number: SLFRP0129  
Federal Award Date: 5/18/2021

- f1) Return of Grant Funds. — Except as otherwise required by federal law, a grantee or subgrantee shall return to the State all affected grant funds and interest earned on those funds if any of the following occurs:
1. The funds are in the possession or control of a grantee and are not expended, made subject to an encumbrance, or disbursed to a subgrantee by August 31 immediately following the fiscal year in which the funds are appropriated by the General Assembly, or a different period set forth in the terms of the applicable appropriation or federal grant.
  2. The funds remain unexpended at the time that the grantee or subgrantee dissolves, ceases operations, or otherwise indicates that it does not intend to spend the funds.
  3. The Office of State Budget and Management seeks to recover the funds pursuant to subsection (f) of this section.
- f2) Use of Returned Grant Funds. — Encumbered funds returned to the State pursuant to subsection (f1) of this section by a grantee or subgrantee shall upon appropriation by the General Assembly be spent in accordance with the terms of the encumbrance. All other funds returned to the State by a grantee or subgrantee pursuant to subsection (f1) of this section shall be credited to the fund from which they were appropriated and shall remain unexpended and unencumbered until appropriated by the General Assembly. Nothing in this section shall be construed to authorize an expenditure pursuant to an unlawful encumbrance or in a manner that would violate the terms of the appropriation of the grant funds at issue.
- g) Audit Oversight. — The State Auditor has audit oversight, with respect to grant funds received by the grantee or subgrantee, pursuant to Article 5A of Chapter 147 of the General Statutes, of every grantee or subgrantee that receives, uses, or expends grant funds. A grantee or subgrantee shall, upon request, furnish to the State Auditor for audit all books, records, and other information necessary for the State Auditor to account fully for the use and expenditure of grant funds received by the grantee or subgrantee. The grantee or subgrantee shall furnish any additional financial or budgetary information requested by the State Auditor, including audit work papers in the possession of any auditor of a grantee or subgrantee directly related to the use and expenditure of grant funds. The grantee or subgrantee shall post conspicuously in its office the State Auditor's hotline telephone number, as described in G.S. 147-64.6B(a).
- h) Report on Grant Recipients That Failed to Comply. — The Office of State Budget and Management shall post online at regular intervals a list of all grantees or subgrantees that failed to comply with this section with respect to grant funds received in the prior fiscal year.
- i) State Agencies to Submit Grant List to Auditor. — No later than October 1 of each year, each State agency shall submit a list to the State Auditor, in the format prescribed by the State Auditor, of every grantee to which the agency disbursed grant funds in the prior fiscal year. The list shall include the amount disbursed to each grantee and other information as required by the State Auditor to comply with the requirements of this section.
- j) Use of Interest Earned on Grant Funds. — Except as otherwise required by federal law or the terms of a federal grant, interest earned on grant funds after receipt of the funds by a grantee or subgrantee shall be credited to the grantee or subgrantee and shall be used for the same purposes for which the grant or subgrant was made.

Rural Transformation Grant Fund, Grant Agreement  
 Rural Downtown Transformation Grant  
 Downtown Revitalization  
 Attachment A: Notice of Certain Reporting & Audit Requirements

Contract Agreement Grant Number: SA-0212  
 Assistance Listing Number: 21.027  
 Federal Award ID Number: SLFRP0129  
 Federal Award Date: 5/18/2021

- k) Reporting by Grantees and Subgrantees That Cease Operations. — A grantee or subgrantee that intends to dissolve or cease operations shall report that decision in writing to the Office of State Budget and Management and to the Fiscal Research Division at least 30 days prior to taking that action.

#### **§ 143C-10-1. Offenses for violation of Chapter.**

- a) Class 1 misdemeanor. – It is a Class 1 misdemeanor for a person to knowingly and willfully do any one or more of the following:
1. Withdraw funds from the State treasury for any purpose not authorized by an act of appropriation.
  2. Approve any fraudulent, erroneous, or otherwise invalid claim or bill to be paid from an appropriation.
  3. Make a written statement, give a certificate, issue a report, or utter a document required by this Chapter, any portion of which is false.
  4. Fail or refuse to perform a duty imposed by this Chapter.
- b) Class A1 misdemeanor. – It is a Class A1 misdemeanor for a person to make a false statement in violation of G.S. 143C-6-23(c).
- c) Forfeiture of Office or Employment. – An appointed officer or employee of the State or an officer or employee of a political subdivision of the State, whether elected or appointed, forfeits his office or employment upon conviction of an offense under this section. An elected officer of the State is subject to impeachment for committing any of the offenses specified in this section. (2006-203, s. 3.)

#### **09 NCAC Subchapter 3M.0205 REPORTING REQUIREMENTS**

- a) There are three reporting levels established for recipients and subrecipients receiving State financial assistance. Reporting levels are based on the level of State financial assistance from all funding sources.

The reporting levels are:

1. Level I – A recipient or subrecipient that receives, holds, uses, or expends State financial assistance in an amount less than twenty-five thousand dollars (\$25,000) within its fiscal year.
  2. Level II - A recipient or subrecipient that receives, holds, uses, or expends State financial assistance in an amount of at least twenty-five thousand (\$25,000) or greater, but less than five hundred thousand dollars (\$500,000) within its fiscal year.
  3. Level III – A recipient or subrecipient that receives, holds, uses, or expends State financial assistance in an amount equal to or greater than five hundred thousand dollars (\$500,000) within its fiscal year.
- b) Agencies shall establish reporting requirements for recipients that meet the following reporting standards on an annual basis:

Rural Transformation Grant Fund, Grant Agreement  
Rural Downtown Transformation Grant  
Downtown Revitalization  
Attachment A: Notice of Certain Reporting & Audit Requirements

Contract Agreement Grant Number: SA-0212  
Assistance Listing Number: 21.027  
Federal Award ID Number: SLFRP0129  
Federal Award Date: 5/18/2021

1. All recipients and subrecipients shall provide a certification that State financial assistance received or, held was used for the purposes for which it was awarded.
  2. All recipients and subrecipients shall provide an accounting of all State financial assistance received, held, used, or expended.
  3. Level II and III recipients and subrecipients shall report on activities and accomplishments undertaken by the recipient, including reporting on any performance measures established in the contract.
  4. Level III recipients and subrecipients shall have a single or program-specific audit prepared and completed in accordance with Generally Accepted Government Auditing Standards, also known as the Yellow Book.
- c) All reports shall be filed with the disbursing agency in the format and method specified by the agency no later than three months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audits must be provided to the funding agency no later than nine months after the end of the recipient's fiscal year.
- d) Agency-established reporting requirements to meet the standards set forth in Paragraph (b) of 9 N.C.A.C. 3M.0205 shall be specified in each recipient's contract.
- e) Unless prohibited by law, the costs of audits made in accordance with the provisions of 9 N.C.A.C. 3M.0205 shall be allowable charges to State and Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with cost principles outlined in the Code of Federal Regulations, 2 CFR Part 200. The cost of any audit not conducted in accordance with this Subchapter shall not be charged to State awards.
- f) Notwithstanding the provisions of 9 N.C.A.C. 3M.0205, a recipient may satisfy the reporting requirements of Subparagraph (b)(4) of this Rule by submitting a copy of the report required under federal law with respect to the same funds.

Rural Transformation Grant Fund, Grant Agreement  
Rural Downtown Transformation Grant  
Downtown Revitalization  
Attachment B: State Grant Certification – No Overdue Tax Debts

Contract Agreement Grant Number: SA-0212  
Assistance Listing Number: 21.027  
Federal Award ID Number: SLFRP0129  
Federal Award Date: 5/18/2021

July 26, 2022

**To: State Agency Head and Chief Fiscal Officer**

**Certification:**

We certify that the City of Greenville does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S. 143C-10-1

**Sworn Statement:**

being duly sworn, say that we are the Chief Elected Official respectively, of  
City of Greenville of GREENVILLE in the State of  
North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. I also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

\_\_\_\_\_  
Chief Elected Official

If there are any questions, please contact the North Carolina Office of State Budget and Management:  
Mark Bondo @ (919) 807-4710

## DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein:

- (1) "Agency" (as used in the context of the definitions below) shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political subagency of government. For other purposes in this Contract, "Agency" shall mean the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and subgrantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or subgrantee to carry out activities whereby the grantor anticipates no

programmatic involvement with the grantee or subgrantee during the performance of the grant.

- (10) "Grantee" has the meaning in G.S. 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143C-1-1(d)(18): Any of the following that is not a State agency: An individual, a firm, a partnership, an association, a county, a corporation, or any other organization acting as a unit. The term includes a unit of local government and public authority.
- (13) "Public Authority" has the meaning in N.C.G.S. 143C-1-1(d)(22): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are subgranted to other organizations. Pursuant to N.C.G.S. 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the State Health Plan for Teachers and State Employees, or other similar medical programs.
- (17) "Subgrantee" has the meaning in G.S. 143C-6-23(a)(4): A non-State entity that receives State funds as a grant from a grantee or from another subgrantee but does not include any non-State entity subject to the audit and other reporting

Rural Transformation Grant Fund, Grant Agreement  
 Rural Downtown Transformation Grant  
 Downtown Revitalization  
 Attachment C: General Terms and Conditions

Contract Agreement Grant Number: SA-0212  
 Assistance Listing Number: 21.027  
 Federal Award ID Number: SLFRP0129  
 Federal Award Date: 5/18/2021

requirements of the Local Government Commission.

- (18)"Unit of Local Government has the meaning in G.S. 143C-1-1(d)(29): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

### Relationships of the Parties

**Independent Contractor:** The Grantee is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

**Subcontracting and Subgranting:** Any subcontracts or subgrants entered into by the Grantee with grant funds shall be subject to all conditions of this Contract. Payment of all subcontractors and subgrantees shall be the sole responsibility of the Grantee, and the Agency shall not be obligated to pay for any work performed by any subcontractor or subgrantee. The Grantee shall be responsible for the performance of all subcontractors and subgrantees and shall not be relieved of any of the duties and responsibilities of this Contract as a result of entering into subcontracts or subgrants. Additionally, if said Grantee subgrants any grant funds pursuant to this Contract, the Grantee shall submit a copy of its policies and/or procedures for monitoring subgrantees to the Agency.

**Subgrantees:** The Grantee has the responsibility to ensure that all subgrantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

**Assignment:** No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:

- (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

In no event shall such approval and action obligate the State to anyone other than the Grantee and the Grantee

shall remain responsible for fulfillment of all contract obligations.

**Beneficiaries:** Except as herein specifically provided otherwise, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any such person or entity, other than the Agency or the Grantee, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

### Indemnity and Insurance

**Indemnification:** The Grantee agrees to indemnify and hold harmless the Agency, the State of North Carolina, and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Grantee in connection with the performance of this Contract.

**Insurance:** During the term of the contract, the Grantee at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Grantee shall provide and maintain the following coverage and limits:

- (a) **Worker's Compensation** - The grantee shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Grantee's employees who are engaged in any work under the contract. If any work is sublet, the Grantee shall require the subgrantee to provide the same coverage for any of his employees engaged in any work under the contract.
- (b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)
- (c) **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in performance of the contract. The minimum combined single limit shall be \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$25,000.00 medical payment.

Rural Transformation Grant Fund, Grant Agreement  
 Rural Downtown Transformation Grant  
 Downtown Revitalization  
 Attachment C: General Terms and Conditions

Contract Agreement Grant Number: SA-0212  
 Assistance Listing Number: 21.027  
 Federal Award ID Number: SLFRP0129  
 Federal Award Date: 5/18/2021

Providing and maintaining adequate insurance coverage is a material obligation of the Grantee and is of the essence of this Contract. The Grantee may meet its requirements of maintaining specified coverage and limits by demonstrating to the Agency that there is in force insurance with equivalent coverage and limits that will offer at least the same protection to the Agency. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Grantee shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Grantee shall not be interpreted as limiting the grantee's liability and obligations under the contract.

#### Default and Termination

**Termination by Mutual Consent:** The Parties may terminate this Contract by mutual consent with 60 days' notice to the other party, or as otherwise provided by law.

**Termination for Cause:** If, through any cause, the Grantee shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Agency shall have the right to terminate this Contract by giving written notice to the Grantee and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract shall, at the option of the Agency, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of the Grantee's breach of this agreement, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined. The filing of a petition for bankruptcy by the Grantee shall be an act of default under this Contract.

**Waiver of Default:** Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the contract.

**Availability of Funds:** The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

**Force Majeure:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

**Survival of Promises:** All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statutes of limitation.

#### Intellectual Property Rights

**Copyrights and Ownership of Deliverables:** All deliverable items produced pursuant to this Contract are the exclusive property of the Agency. The Grantee shall not assert a claim of copyright or other property interest in such deliverables.

**Federal Intellectual Property Bankruptcy Protection Act:** The Parties agree that the Agency shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

#### Compliance with Applicable Laws

**Compliance with Laws:** The Grantee shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

**Equal Employment Opportunity:** The Grantee shall comply with all federal and State laws relating to equal employment opportunity.

#### Oversight

**Access to Persons and Records:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with N.C.G.S. 147-

Rural Transformation Grant Fund, Grant Agreement  
 Rural Downtown Transformation Grant  
 Downtown Revitalization  
 Attachment C: General Terms and Conditions

Contract Agreement Grant Number: SA-0212  
 Assistance Listing Number: 21.027  
 Federal Award ID Number: SLFRP0129  
 Federal Award Date: 5/18/2021

64.7. Additionally, as the State funding authority, the Agency and the Treasury, as the Federal funding authority, shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

**Record Retention:** Records shall not be destroyed, purged or disposed of without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

**Headings:** The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

**Time of the Essence:** Time is of the essence in the performance of this Contract.

**Certification Regarding Collection of Taxes:** N.C.G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of N.C.G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Grantee certifies that it and all of its affiliates (if any) collect all required taxes.

### Miscellaneous

**Choice of Law:** The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

**Care of Property:** The Grantee agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this Contract and will reimburse the Agency for loss of, or damage to, such property. At the termination of this Contract, the Grantee shall contact the Agency for instructions as to the disposition of such property and shall comply with these instructions.

**Amendment:** This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

**Travel Expenses:** Reimbursement to the Grantee for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be reimbursed under this Contract.

**Severability:** In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise

**Sales/Use Tax Refunds:** If eligible, the Grantee and all subgrantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

**Advertising:** The Grantee shall not use the award of this Contract as a part of any news release or commercial advertising.



Rural Transformation Grant Fund, Grant Agreement  
Rural Downtown Transformation Grant  
Downtown Revitalization  
Attachment D: Federal Funding Accounting and  
Transparency Act (FFATA)

Contract Agreement Grant Number: SA-0212  
Assistance Listing Number: 21.027  
Federal Award ID Number: SLFRP0129  
Federal Award Date: 5/18/2021

**Attachment D: Federal Funding Accounting and Transparency Act (FFATA)**

The State of North Carolina must report into the FFATA Subaward Reporting System which captures and report subawards and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements.

City of Greenville

Unique Entity Identifier Number (UEIN):

Zip Code: 27834

Question 1: In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific CCR record, represented by a UEI number, belongs) receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Question 2: Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which this specific CCR record, represented by a UEI number, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?



# City of Greenville, North Carolina

Meeting Date: 09/08/2022

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**Title of Item:** Award a Design Contract to HH Architecture for Improvements to Greenfield Terrace Park

**Explanation:** Greenfield Terrace serves as a popular community park located in the northern part of the city. It is home to the Barnes-Ebron-Taft Community Building, which is one of the most popular rental facilities in the City's park system. The park also includes a playground, outdoor basketball court, and a walking trail. As part of the American Rescue Plan Act funding, City Council has directed Recreation and Parks staff to make various improvements to the park.

Proposed improvements include renovation of the basketball court, paving of the gravel parking lot, additional walking trail lighting, replacement of some playground equipment, and the addition of a 1,200 square foot fitness room, that includes a family restroom.

The City solicited design services to aid with some of this project scope and has selected HH Architecture to design the improvements. The design is anticipated to be complete in 9 months from the Notice to Proceed.

**Fiscal Note:** Funding for the design and construction of park improvements is available through the American Rescue Plan dollars allocated to the City of Greenville.

**Recommendation:** Award the design contract for improvement to Greenfield Terrace Park to HH Architecture in the amount of \$160,500.

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## ATTACHMENTS

 [Greenfield Terrace Design Contract.pdf](#)

**NORTH CAROLINA  
PITT COUNTY**

**CONTRACT FOR DESIGN SERVICES**

This contract is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the City of Greenville (“City”) and HH Architecture (“Designer”), a professional corporation organized and existing under the laws of North Carolina:

Section 1: Background and Purpose.

This project consists of the provisions of professional services for all phases of architectural and engineering work related to Greenfield Terrace and the Barnes-Ebron-Taft Community Building. Proposed improvements will include the addition of an indoor fitness center with a family restroom to the Barnes-Ebron-Taft building, adding lighting and benches along the existing walking trail, and expanding and paving the current parking lot.

Section 2: Services and Scope to be Performed.

The Designer shall provide design services as follows:

- (a) Schematic Phase: Facilitate design meetings with the City to develop design solutions that accommodate desired elements. The Designer shall confirm all existing conditions documentation with the city, and prepare design studies including demolition, preliminary plans and site/civil plans. The Designer shall submit schematic plans (30% completion of Construction Documents) for review, comment and approval by the City. A preliminary probable cost statement prepared by an independent estimator shall accompany the schematic drawings to ensure budget control.
- (b) Design Development: The Designer shall provide design Development Documents (65% completion of construction documents), that include demolition plans, floor plans, sections and elevations, and outline specifications. In addition to architectural drawings, the Design Development documents shall include engineering, and other Greenfield Terrace Park Improvements related disciplines required for the successful completion of the work. The final submittal of the Design Development documents shall include a statement of probable cost by an independent estimator to ensure budget control. The Designer shall submit Design Development documents to the City for a review and final approval prior to proceeding with the Construction Documents Phase of the Project.
- (c) Construction Documents: The Designer shall submit construction documents at 95% completion, for final review and comment by the City. The final submittal of bid documents shall be a sealed and signed set of construction documents detailing the work as it relates to materials, workmanship, finishes, and equipment required. The bid documents shall include plans, specifications, and a final statement of probable cost prepared by an independent estimator. The Designer shall also prepare all required permit applications needed prior to construction and obtain all required permits needed prior to construction.

- (d) Provide to the City an electronic copy of the construction documents and an electronic copy of the technical specification in Microsoft Word or PDF format.
- (e) Construction Administration: The Designer shall also provide a minimal level of construction administration and oversight of the project.
- (f) See Attachment A for a full scope to perform the design and construction administration for the City of Greenville Greenfield Terrace Park Improvements project.
- (g) Construction Budget: The Designer shall provide complete construction documents for the renovations of the Greenfield Terrace Park that has a maximum price for construction of \$800,000.00. The price shall include materials, labor, equipment, permits, testing and construction inspection/administration.

Section 3: Notice to Proceed and Schedule.

- (a) Notice to Proceed: Upon award of the Contract, the Designer will receive a Notice to Proceed to develop a comprehensive Schedule. After completion and City approval of the Schedule, the Designer will receive a Notice to Proceed via a letter or email to the Designer. No work shall commence without receiving the Notice to Proceed from the City.

All final design documents shall be completed and delivered to the City within nine (9) months from the Contract Date, as specified in Section 2.2.1(c), Contract Deliverables, of the City Request for Qualifications (RFQ) dated and issued May 20, 2022.

- (b) Duration: This Agreement is in effect for a period of twelve (12) months from the date of Notice to Proceed for this agreement.
- (c) Disputed Items: In the event that the Designer's invoices and receipts are submitted in compliance with the requirements of this Agreement, if the City disputes any items in any invoices submitted by the Designer, City shall notify the Designer within 60 days of receipt of any disputed item and request clarification and/or remedial action.

Section 4: Complete Work without Extra Cost.

Except to the extent otherwise specifically stated in this contract, the Designer shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, and licenses necessary to perform the Design Services.

Section 5: Compensation.

The City shall pay the Designer based on the completed services outlined for the following phases:

- Schematic Design
- Design Development
- Final Construction Documents
- Management of Construction Bid Process
- Construction Administration

The Designer shall send invoices to the City on a monthly basis for the amounts to be paid pursuant to this contract. Each invoice shall document, to the reasonable satisfaction of the City, such information as may be reasonably requested by the City. Within twenty days after the City receives an invoice, the City shall send the Designer a check in payment for all undisputed amounts contained in the invoice.

The City shall not be obligated to pay the Designer any payments, fees, expenses, or compensation other than those authorized by this Section. The total dollar amount to be paid under this contract by the City to the Designer shall not exceed \$160,500.00.

Section 6: Prompt Payment to Subcontractors.

Designer shall promptly pay all Subcontractors upon receipt of payment from the City. The City may, as a condition of final payment, require the Designer to submit an affidavit stating that all Subcontractors, if any, have been paid in full for any work completed for services provided under the subcontract.

Section 7: Insurance.

The Designer agrees to purchase, at its own expense, insurance coverages to satisfy the following minimum requirements as detailed in this Section. A certificate reflecting the following minimum coverages shall accompany this Contract. The Designer shall not commence services under this Contract until the Designer has obtained all insurance required, and such insurance has been approved in writing by the City. Insurance required shall remain in effect through the term of this Contract. Failure to maintain the required insurance coverage shall constitute grounds for Contract termination.

Insurance requirements are as follows:

- (a) Public Liability and Property Damage: The Designer shall take out and maintain, during the life of this Contract, Commercial General Liability Insurance that shall protect from claims for damage for Bodily Injury, Property Damage, Personal Injury, including death which may arise from operations under this contract, whether such operations be by the Designer or by any sub-contractor, sub-consultant, or by anyone directly or indirectly employed by any of the above.

The Minimum Limits of Insurance required are:	
Each Occurrence:	\$1,000,000
Personal and Advertising Injury:	\$1,000,000
General Aggregate:	\$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 of Greenville. 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 of Greenville must be added as an Additional Insured to the Commercial General Liability policy.

- (b) Automobile Liability Insurance (If Applicable):

Limit of Insurance: \$1,000,000 combined single limit.

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

(c) Workers Compensation Insurance:

Limits of Insurance: 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.

- (d) Cancellation: Each certificate of insurance shall bear the provision that the policy cannot be canceled in less than 30 days after mailing written notice to the assured of such cancellation. The Insurance policies must be endorsed to reflect a 30 day notice of cancellation or material change in coverage be given to the City of Greenville.

- (e) Sub-Consultants: If any part of the services to be performed under this Contract is sublet, the sub-Designer shall be required to meet all insurance requirements set forth in this Agreement. The parties stipulate that the Designer will maintain each type of insurance set forth above at a coverage level equal to the amount set forth above for such type of insurance. However, nothing contained herein shall relieve the Designer from meeting all insurance requirements or otherwise being responsible for the sub-consultant.

Section 8: Performance of Work by City.

If the Designer fails to perform the Work in accordance with the schedule referred to in Section 2 above, the City may, in its discretion, in order to bring the project closer to the schedule, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give the Designer notice of its intention. The Designer shall reimburse the City for additional costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this Section.

Section 9: Trade Secrets; Confidentiality.

The Request for Qualifications (RFQ) section titled "Trade Secrets and Confidentiality" shall apply to any Trade Secrets disclosed to the City during the process leading to the parties' entering into this Contract (including all of the Designer's responses to the RFQ). This Section (titled "Trade Secrets; Confidentiality") shall remain in force despite termination of this contract, whether by expiration of the term or otherwise, and termination of the services of the Designer under this contract. For purposes of this contract, the word "Proposer" in the RFQ section just cited shall mean the "Designer."

Section 10: Termination for Convenience ("TFC").

- (a) Procedure: Without limiting any party's right to terminate for breach, the City may, without cause, and in its discretion, terminate this Contract for convenience by giving the Designer written notice

that refers to this Section. TFC shall be effective at the time indicated in the notice. The City Manager may terminate under this Section without City Council action.

- (b) Obligations: Upon TFC, all obligations that are still executory, on both sides, are discharged except that any right based on prior breach or performance survives, and the indemnification provisions shall remain in force. At the time of TFC, or as soon afterwards as is practical, and upon the City's payment to Designer of monies due, the Designer shall deliver to the City all project documents, including partly completed project documents, provided however that the City assumes all risk for use of the project documents after TFC, and the Designer shall be relieved of any liability whatsoever. In case of TFC, the Designer shall follow the City's instructions as to which Subcontracts to terminate.
- (c) Payment: The City shall pay the Designer an equitable amount for the costs and charges that accrue because of the City's decisions with respect to the Subcontracts, but excluding profit for the Designer. Within 20 days after TFC, the City shall pay the Designer a one hundred dollar TFC fee and for all services performed except to the extent previously paid for. Services shall be paid for in accordance with the method (unit prices, hourly fees, etc.) to be used for payment had the services been completed except to the extent it would be inequitable to either party, and if services were to be paid for on a lump-sum basis, the City shall pay the part of the lump sum that reflects the percentage of completion attained for such services. The Designer shall not be entitled to any payment except as stated in this Section because of TFC, whether on the basis of overhead, profit, damages, other economic loss, or otherwise.

Section 11: Notice.

- (a) Address: All notices and other communications required or permitted by this Contract shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the City of Greenville:  
c/o Greenville Recreation and Parks Department  
P.O. Box 7207  
Greenville, NC 27835

To the Designer:  
HH Architecture  
1100 Dresser Court  
Raleigh, NC 27609

- (b) Change of Address & Date Notice Deemed Given: A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this Contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

Section 12: Indemnification.

- (a) Hold Harmless: The Designer shall, to the extent permitted under North Carolina law, indemnify and hold harmless the City and its officers and employees from and against all liabilities, damages, losses and costs that arise in any manner from, in connection with, or out of this Contract as a result of acts or omissions of the Designer or any sub-consultant or other persons employed or utilized by the Designer in the performance of this Contract except when such liabilities, damages, losses,

and costs are proximately caused by or result from the negligence, in whole or in part, of the City or its independent Designers, agents, officers or employees.

- (b) Survival: This Section shall remain in force despite termination of this contract, whether by expiration of the term or otherwise, and termination of the services of the Designer under this contract.
- (c) Compliance with law: It is agreed that this Section shall be applied to the maximum extent allowed by law and limited only as necessary to comply with N.C.G.S. § 22B-1.

### Section 13: Ownership of Work Products.

- (a) The Designer hereby assigns to the City, without reservation, all copyrights in all Work-related documents, including sketches, models, photographs, data sets, source code and scripts, and other Work-related expressions created by the Designer. Among those documents are certain “Work Product,” including Work-related deliverables, programs, applications, reports, design drawings, and construction documents. The City’s obligation to pay the Designer is expressly conditioned upon the Designer’s obtaining a valid written comprehensive assignment of copyrights from its subcontractors in terms identical to those that obligate the Designer to the City as expressed in this subsection, which copyrights the Designer, in turn, hereby assigns to the City. The City, in return, hereby grants the Designer and its subcontractors a revocable, nonexclusive license to reproduce the documents for purposes relating directly to the Designer’s performance of its obligations under this Contract for the Designer’s archival records, and for the Designer’s reproduction of drawings and photographs in the Designer’s marketing materials. This nonexclusive license shall terminate automatically upon the occurrence of either a breach of this Contract by the Designer or the accused commission by the Designer of a tort or a crime affecting the City or the Work or upon termination of this Contract. This nonexclusive license is granted to the Designer alone and shall not be assigned by the Designer to any other person or entity, except that the non-exclusive license granted in this Contract to the Designer for purposes of the Designer’s performance hereunder may be sub-licensed to the Designer’s subcontractors (with the same limitations). Subject to the foregoing, this nonexclusive license shall terminate automatically upon a Designer’s assignment of this nonexclusive license to another or its attempt to do so.
- (b) To the extent that liability arises from misuse of the Work Product by the City or another designer, the Designer shall not be responsible for that misuse. If the City uses the Work Products for purposes including additions to and modifications of the Work, and for other projects, the City shall indemnify the Designer for losses, including reasonable attorneys’ fees, suffered by the Designer as a result of the use of the design and these documents for such other purposes. If these documents are used for other purposes, the City shall see that they are modified (i) to indicate that the Designer did not prepare them for such other purposes and is not responsible for their use in connection with such other purposes and (ii) to delete the Designer’s name and seal from the documents (where permitted or required by law).
- (c) Except for the licenses granted in this Section, no other license or right shall be deemed granted or implied under this Contract. No other Work-related data, expression, or documents may be reproduced by the Designer or its subcontractors for any other purposes without the express written permission of the City.
- (d) If the City subsequently reproduces Work-related documents or creates a derivative work based upon Work-related documents created by the Designer, the City shall (where permitted or required by law) remove or completely obliterate the original professional’s seals, logos, and other



indications on the documents of the identity of the Designer and its subcontractors.

Section 14: Standard of Care.

The standard of care for all professional design and related services performed or furnished by Designer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing on similar projects whether such projects can be found locally, regionally or nationally. Subject to the foregoing standard of care, Designer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards. The Designer warrants the accuracy of Designer's representations made to City as to Designer's qualifications and experience during the process in which the City selected the Designer. The Designer represents and warrants that it has the requisite professional licensure and registration required by the State of North Carolina necessary to perform the work.

Section 15: Dispute Resolution.

The City and Designer agree to negotiate each dispute between them in good faith during the 30 days after providing the other party with a notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the City and Designer may agree to mediation. If mediation is used and is unsuccessful, then the parties may exercise their rights at law. If, however, such dispute arises after the City has engaged a general contractor for construction work and during the construction administration phase, if any, the City and Designer may avail themselves of the dispute resolution process adopted by the State Building Commission pursuant to G.S. § 143-135.26(11) and G.S. § 143-128(f1).

Section 16: Miscellaneous.

- (a) Choice of Law and Forum: This Contract shall be deemed made in Pitt County, North Carolina. This Contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this Contract shall be the North Carolina General Court of Justice, in Pitt County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.
- (b) 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 Contract, 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.
- (c) Performance of Government Functions: Nothing contained in this Contract shall be deemed or construed so as to in any way stop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.
- (d) Severability: If any provision of this Contract shall be unenforceable, the remainder of this Contract shall be enforceable to the extent permitted by law.
- (e) Assignment, Successors and Assigns: Without the City's written consent, the Designer shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this Contract. The City Manager may consent to an assignment without action by the City Council. Unless the City otherwise agrees in writing, the Designer and all assignees shall be subject to all of the City's defenses and shall be liable for all of the Designer's duties that arise out of this Contract and all of the City's claims that arise out of this Contract. Without granting the Designer the right to assign, it is agreed that the duties of the Designer that arise out of this Contract

shall be binding upon it and its heirs, personal representatives, successors, and assigns.

- (f) Compliance with Law: Consistent with the Standard of Care set forth in this Contract, in performing all of the services, the Designer shall comply with all applicable law.
- (g) City Policy: THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS DESIGNERS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBDESIGNERS AND VENDORS UNDER CITY CONTRACTS.
- (h) EEO Provisions: During the performance of this Contract the Designer agrees as follows: (1) The Designer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Designer shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Designer shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these EEO provisions. (2) The Designer shall in all solicitations or advertisement for employees placed by or on behalf of the Designer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. (3) The Designer shall send a copy of the EEO provisions to each labor union or representative of workers with which it has a collective bargaining agreement or other Contract or understanding. (4) In the event of the Designer's noncompliance with these EEO provisions, the City may cancel, terminate, or suspend this Contract, in whole or in part, and the City may declare the Designer ineligible for further City Contracts. (5) Unless exempted by the City Council of the City of Greenville, the Designer shall include these EEO provisions in every purchase order for goods to be used in performing this Contract and in every Subcontract related to this Contract so that these EEO provisions will be binding upon such sub-Designer and vendors.
- (i) No Third Party Rights Created: This Contract is intended for the benefit of the City and the Designer and not any other person.
- (j) Principles of Interpretation and Definitions: In this Contract, unless the context requires otherwise: (1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to Contracts and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation. (2) References to a "Section" or "Section" shall mean a Section of this Contract. (3) "Contract" and "Agreement," whether or not capitalized, refer to this instrument. (4) Titles of sections, paragraphs, and articles are for convenience only, and shall not be construed to affect the meaning of this Contract. (5) "Duties" includes obligations. (6) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (7) The word "shall" is mandatory. (8) The word "day" means calendar day.
- (k) Modifications of Entire Agreement: A modification of this Contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless the City Manager or a deputy or assistant City Manager signs it for the City. This Contract contains the entire agreement between the parties pertaining to the

subject matter of this Contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this Contract.

- (l) Hazardous Materials: Designer shall have no responsibility or liability for the discovery, presence, identification, evaluation, handling, removal or disposal of or exposure of persons to hazardous (or allegedly hazardous) materials in any form at the project, including but not limited to asbestos, mold, mildew, PCB or other toxic substances.
- (m) E-verify Compliance: The Designer shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Designer utilizes a Subcontractor, the Designer shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. By submitting a proposal, the Proposer represents that their firm and its Subcontractors are in compliance with the requirements of Article 2 Chapter 64 of the North Carolina General Statutes.
- (n) Iran Divestment Act: Vendor certifies that; (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 143-6A-4; (ii) it will not take any actions causing it to appear on any such list during the terms of this contract, and (iii) it will not utilize any subcontractor to provide goods and services hereunder that is identified on any list.

Section 17: Attachments.

The following Attachments shall be a part of this contract:

- (a) Designer Scope of Work & Fee
- (b) RFQ
- (c) Coronavirus State & Local Fiscal Recovery Funds Addendum (ARPA)
- (d) MWBE Forms

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

CITY OF GREENVILLE:

HH ARCHITECTURE:

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: P.J. Connelly, Mayor

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

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.

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

Account: \_\_\_\_\_



1100 DRESSER COURT RALEIGH, NC 27609  
919 828 2301 TEL | 919 828 2303 FAX | HH\_ARCH.COM

## Attachment A

~~August 4, 2022~~ **Revised August 10, 2022**

Mike Watson  
Parks Coordinator  
Greenville Recreation and Parks Department  
2000 Cedar Lane | PO Box 7207  
Greenville, NC 27835

Re: City of Greenville Greenfield Terrace Park Improvements  
HH project number: 22-061

Dear Mr. Watson,

HH Architecture is pleased to present this scope for the City of Greenville Greenfield Terrace Park improvements project.

### **Basic Scope**

The City of Greenville Greenfield Terrace Park Improvements project includes the design, engineering and permitting for improvements to Greenfield Terrace Park and the Barnes-Ebron-Taft Community Building.

For this project scope, the following is proposed:

- A 1200sf-1400sf addition of an indoor fitness center with a family restroom
- Addition of site lighting along the existing walking trail
- Expansion and paving of the current parking lot (approximately 13 additional spaces)
- Addition of pole lighting at the current parking lot
- Removal of two playground structures, including demolition of electrical, foundations and footings
- Painting of wood siding at the existing picnic shelter
- Interior painting, including door frames and walls, of the Barnes-Ebron-Taft Building and potential re-work of existing cabinetry
- Resurfacing of existing basketball court and addition of new basketball goals (to be included as an alternate)
- Code minimum landscaping as required for addition, parking lot expansion and site improvements

### **Architectural design includes:**

- Overall leader of the project
- Confirm programmatic requirements
- Conduct meetings with City staff during design

- Provide code summary and compliance.
- Coordinate all disciplines of design
- Secure approvals from all Authorities Having Jurisdiction (City of Greenville)
- Provide cost estimates at each phase
- Assist with bidding and permitting, including leading the pre-bid conference
- Construction Administration for an estimated duration of eight (8) months. This would include:
  - Architectural coordination
  - Submittal review
  - Lead the pre-construction meeting
  - Monthly jobsite visits (up to 8 visits) and lead monthly construction meetings (assumed to be concurrent with monthly site visits)
  - Punchlist and final inspection.
  - The design team will provide the Owner with record drawings for the project based on the Contractor's as-built drawings.

**Site/Civil design includes:**

- Prepare construction drawings and technical specifications for the site and adjacent roadway improvements indicating the scope, extent, and character of the work to be performed and furnished by Contractor consisting of the following:

Schematic Design:

- Assist City of Greenville in identifying and evaluating up to three (3) alternate solutions available to Owner and, after consultation with Owner, recommend to Owner those solutions which in Engineer's judgment meet Owner's requirements for the Project. This task will also include the following:
  - Perform an Initial Site Visit and attend Design Team Meetings
  - Review City of Greenville Code for setback and dimensional requirements
  - Research existing utility service pattern and availability
  - Participate in design team calls or meetings as requested. Calls or meetings are anticipated to be approximately 1 hour and occur weekly for a period of 3 weeks
  - Evaluation of the relocation of existing structures as required for the building addition and site improvements
  - Evaluate site sidewalk and accessible connections from the building to existing / proposed site elements
  - Evaluate potential landscape improvements
  - Prepare a Preliminary Opinion of Probable Construction Costs for each of the three (3) design concepts and make recommendations as to the feasibility of completing of the work associated with each design
  - Review project timeline and make recommendations for changes

Design Development:

- After selection by Owner of a recommended solution and indication of specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon written authorization from the City of Greenville Recreation and Parks Department, Engineer shall prepare Design Development Phase documents for the site improvements consisting of the following:
  - Preliminary Site Demolition Plan
  - Preliminary Site Layout & Dimensioning Plan
  - Preliminary Site Material Plan

- Preliminary Site Grading & Drainage Plan
- Preliminary Stormwater Management Plan
- Preliminary Site Landscaping Plan
- Preliminary Erosion & Sedimentation Control Plan
- Outline form technical specifications
- Participate in design team calls or meetings as requested.
- Meet with Greenville Utilities to review utility service locations
- Prepare a Preliminary Opinion of Probable Construction Costs for Design Development level drawings

Design Development / Construction Documents (100%):

- After acceptance by Owner of the Schematic Design Phase documents and upon written authorization from Client,
- Consultant shall prepare final Construction Drawings and Technical Specifications for the site improvements
- indicating the scope, extent, and character of the Work to be performed and furnished by Contractor consisting of
- the following:
  - Site Demolition Plan
  - Site Layout & Dimensioning Plan
  - Site Material Plan
  - Site Grading & Drainage Plan
  - Stormwater Management Plan
  - Erosion & Sedimentation Control Plan
  - Site Landscaping Plan
  - Site Sections & Details
  - Technical Specifications
  - Participate in design team calls or virtual meetings as requested.
  - Prepare a Preliminary Opinion of Probable Construction Costs for Construction Document level drawings
  - Submit Site Plan Application to City of Greenville Planning Department, Technical Review Committee (TRC) for review and approval
  - Receive comments from review agencies above and revise documents to include comments

Bidding & Negotiation:

- Provide Civil scope clarifications as required during the Bidding phase
- Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
- Evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by
- bidders.

Construction Administration:

- Attend one Pre-Construction Conference
- Review shop drawings / submittals for the Civil scope
- Perform periodic field observation for the site design scope of work (20 site visits)
- Respond to Contractor Requests for Information (RFI's) and change order requests
- Review Contractor's Monthly Progress Applications for Payment
- Attend Monthly Progress Meetings
- Attend one Final Inspection for the site improvements
- Prepare Record Drawings showing appropriate record information based on annotated record documents received from the site Contractor

**MEP & Fire Protection Design includes:**

Plumbing, mechanical, and electrical design services for a 1,200sf-1400sf addition which will be open space for exercise equipment and a single restroom. The building will utilize a package HVAC unit which will similarly match the existing installation. Existing water lines will be tapped and extended to the new restroom. Also included is site lighting for the existing walking path and a single new parking lot pole. The walkway lighting will utilize 15' poles with LED lighting. Last, there will be a demolition of an electrical circuit to a single piece of playground equipment. Security cameras and entry door key card system included in scope of work.

Plumbing Systems Design includes the following:

- o Fixture load demand table
- o Fixtures & specialties selections
- o Water distribution piping
- o Drain, waste, and vent design (building drain piping to 10-ft outside)
- o Domestic water distribution systems
- o Domestic water heaters selections
- o DWV riser diagram
- o Water riser diagram

Mechanical Systems Design includes the following:

- o HVAC load calculations in accordance with ASHRAE energy & ventilation standards
- o Cooling and heating systems
- o Air distribution selections
- o Toilet exhaust systems
- o Condensate piping layout & terminations

Electrical Systems Design includes the following:

- o NEC service load summary
- o Receptacle and branch circuiting
- o Voice/data outlet locations
- o Security system with cameras and key cards at entry doors (Connect to existing City System)
- o Interior lighting and switching
- o Exterior building mounted lighting
- o Egress lighting
- o Parking Lot Lighting
- o Lighting for existing walkway path around the property
- o Fire alarm system (shop drawings not included)

Overall Design Package includes the following:

- o Coordination with architect
- o Written specifications
- o Energy report data provided on mechanical and electrical sheets (prescriptive method)
- o Review drawings in electronic format (PDF)
- o Final drawings in electronic format (PDF)
- o Budget cost estimating for PME systems at the SD, DD, and CD phases
- o Construction Administration includes the following:
  - o Monthly meeting attendance (3 included)
  - o Shop Drawings and Submittals review
  - o RFI responses related to PME
  - o Site inspections (at underground rough-in, wall rough-in & above ceiling)
  - o Pre-Final Inspection and Punch List
  - o Final Inspection and Punch List
  - o Preparation of record drawings (legible contractor markups are required)



Construction Administration includes the following:

- o Monthly meeting attendance (3 included)
- o Shop Drawings and Submittals review
- o RFI responses related to PME
- o Site inspections (at underground rough-in, wall rough-in & above ceiling)
- o Pre-Final Inspection and Punch List
- o Final Inspection and Punch List
- o Preparation of record drawings (legible contractor markups are required)

**Structural design includes:**

- Construction documents for a 1200sf-1400sf addition of an indoor fitness center with a family restroom with the following assumptions:
  - o The new building is anticipated to be constructed with load bearing masonry walls supporting a low slope steel bar joist and metal deck roof system.
  - o The exterior walls will be clad with metal panels with punched window openings.
  - o The existing pre-engineered metal building roof overhang will likely need to be cut back to allow for the building addition.
  - o The new addition will be separated from the existing building with a 2" building expansion joint.
  - o The structural scope of work does not include design of any other structural elements, site features or any modifications to the existing building.
  - o There will not be a new opening in the existing building at the addition.
- Structural cost estimate for primary structural members at each design phase submittal.
- The construction administration phase includes two site visits during construction.
- Additional site visits will be provided upon request and billed as additional services. Additional services will be billed at our standard hourly rates or a negotiated lump sum fee. Additional services include any major structural changes to the building after completion of the Design Development phase.
- Assumptions:
  - o Geotechnical report will be provided by owner prior to the start of design
  - o Foundations will consist of shallow spread footings and a first floor concrete slab-on-grade and that the seismic site class will be D or better. It is also assumed that the new building will be sited such that it is not in a flood hazard area and specifically excludes the design of flood protective works as defined in ASCE-24.
  - o Services for Special Inspections is not included and should not be required for this project.

**Additional Scope**

- Boundary and Topographic Survey:
  - o Perform a boundary and topographic survey of the area within the project limits. This task will include the following:
    - o Perform Perimeter Boundary Survey and a Partial Topographic Survey of the project area identified on Attachment I
    - o Establish site horizontal and vertical control based on NAD '83 & NAVD '88 datums respectively
    - o Location of existing utilities in the project area based upon above ground evidence, record drawing information
    - o obtained from utility owners and marked locations revealed by calling in a utility locate ticket to the NC One Call Center.
  - o Boundary and Topographic Survey will be performed by Gary S. Miller & Associates, PA

- Geotechnical Investigation and Report:
  - Perform geotechnical investigation and provide a geotechnical report to the City of Greenville for the area of the project site indicated on Attachment I
  - The Geotechnical scope is anticipated to include two (2) borings to 20' in depth or refusal in the area of the planned building addition. Eight (8) hand auger investigations within the existing gravel

## Phases

Schematic Design (SD): Develop an understanding of Owner's goals and objectives. Provide floor plans, elevations, project narratives, and an opinion of probable construction cost. Attend up to two (2) virtual meetings with the Owner. Submit to Owner for review and coordinate for approval.

Combined Design Development (DD) Construction Documents (CD): Respond to all Owner SD comments. Continue design process in all disciplines. Provide full working drawings, specifications, and an opinion of probable construction cost. Submit to Owner / AHJ and coordinate for approval. Attend up to two (4) virtual meetings with Owner.

Bidding: Lead and administer the Bidding and Negotiation process. Attend and lead the pre-construction meeting.

Construction Administration: Review submittals, attend monthly progress meetings and 8 site visits during duration of construction. Provide record drawings.

## Consultants

For Civil Engineering, we propose:

### **ARK Consulting Group**

Contact: Bryan C. Fagundus, PE  
 Email: bryan.fagundus@arkconsultinggroup.com  
 Phone: (252) 565-1012  
 2755-B Charles Blvd  
 Greenville, NC 27858

For Structural Engineering, we propose:

### **Lynch Mykins Structural Engineers, PC**

Contact: Jeff Morrison, PE  
 Email: jmorrison@lynchmykins.com  
 Phone: (919) 302-5165  
 301 N. West Street, Suite 105  
 Raleigh, NC 27603

For Plumbing, Mechanical, Electrical Engineering and Fire Protection, we propose:

### **EnTech Engineering, PA**

Contact: Benny Rollins, PE, LEED AP  
 Email: brollins@entech-pme.com  
 Phone: (919) 920-7819  
 1071 N. Berkeley Blvd.  
 Goldsboro, NC 27532

## Fee

For the scope detailed above, we propose the following lump sum fees:

<b>Basic Fee</b>	
Schematic Design	\$21,700
Design Development / Construction Documents	\$69,100
Bidding	\$9,400
Construction Administration	\$42,800
<b>Subtotal Basic Fee</b>	<b>\$143,000</b>
<b>Additional Fees</b>	
Boundary & Topographic Survey	\$6,100
Geotechnical Investigation/Report	\$11,400
<b>Subtotal Additional Fees</b>	<b>\$17,500</b>
<b>Total Fee - Basic + Additional</b>	<b>\$160,500</b>

## Schedule

SD Design Phase	6 weeks
SD Review by Owner*	1 week
DD/CD Design Phase	16 weeks
DD/CD Review by Owner*	1 week
AHJ Permit Review*	3 weeks
Final Bid Set	2 weeks
Bid Selection	4 weeks
Contracts*	4 weeks
Building Construction*	8 months

\*Duration is estimated and beyond the design team's control.

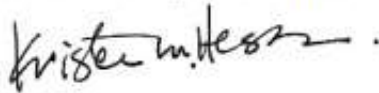
## Exclusions

Excluded Services, to be billed as Additional Services only if required:

- Meetings with the Owner beyond those included above
- Furniture design and selection
- Independent cost estimating services
- LEED design or consultation
- Special inspections
- Commissioning
- Site utilities design for all PME related items
- Specialty lighting selections
- CATV or phone service modifications
- Lightning protection system design
- Alternates for building or systems design
- Energy Model / Life Cycle Cost Analysis (LCCA)
- Building facade lighting design
- Alternates for building or systems design

- Submittal / Permit / Recording Fees.
- Printing costs (except in-house use).
- 404 Wetlands Delineation and/or stream evaluation / permitting
- Soil Scientist Services
- Preparation of recordable recombination, easement, right-of-way, or other maps
- Preliminary Plat
- Recombination Plat
- Traffic Impact Analysis
- Design and/or permitting of off-site utility and/or storm drainage improvements.
- Design and/or permitting of off-site roadway improvements other than those identified above
- Utility Relocation Design
- Structural Engineering for pavement design
- Landscape Architecture and Irrigation Design
- Lighting Design and Photometric Plan Preparation
- Sanitary Sewer Pump Station, Vacuum Station or Force Main Design
- Onsite Wastewater System Design / Permitting
- Fire Sprinkler Design, Fire Pump or Storage Reservoir Design
- Site Plan Renderings
- Building Renderings
- Construction Materials Testing Services
- Construction Staking
- All other services not included in the scope section above

Please let me know if you need additional information. We are excited to begin this project.



Kristen M. Hess, AIA, LEED AP  
Principal

Attachment I





**Recreation and Parks Department**  
2000 Cedar Lane  
Greenville, NC 27858

**Request for Qualifications (RFQ)**

Date of Issue: *May 20, 2022*



**Greenfield Terrace Park Improvements**

Through this RFQ the City of Greenville is soliciting Statements of Qualifications from architecture and engineering firms for the provision of design and construction bid documents related to various proposed improvements at Greenfield Terrace and the Barnes-Ebron-Taft Community Building.

Project Manager Contact Information:  
Mark Nottingham, Parks Planner  
City of Greenville  
Greenville Recreation and Parks Department  
Parks Division  
(252) 329-4242  
[mnottingham@greenvillenc.gov](mailto:mnottingham@greenvillenc.gov)

## 1. DEFINITIONS IN THIS RFQ

---

**“City”** means the City of Greenville.

**“Statement of Qualifications”** or **“SOQ”** is the response of a person, firm, or corporation proposing to provide the services sought by this RFQ.

**“Proposer”** is the person, firm, or corporation that submits an SOQ.

**“Designer”** is the Proposer with which the City enters into a contract to provide the services stipulated in this RFQ.

## 2. PURPOSE OF RFQ & SCOPE OF SERVICES

---

The purpose of this RFQ is to secure design services to design, engineer, and permit, improvements to Greenfield Terrace and the Barnes-Ebron-Taft Community Building. Proposed improvements will include the addition of an indoor fitness center with a family restroom to the Barnes-Ebron-Taft building, adding lighting along the existing walking trail, and expanding and paving the current parking lot. The design and permitting phase should be completed in 9 months.

Greenfield Terrace Park is located at 120 Park Access Rd, Greenville, NC.

### 2.1. SCOPE OF SERVICES

---

The City of Greenville seeks a qualified firm to develop contract documents that includes site plan, facility design, construction documents, project manual, technical specifications, permitting documents and applications, and a statement of probable construction cost. The Designer shall prepare construction documents for the Greenfield Terrace Park Improvements with the following building program elements:

**2.1.1. CONTRACT DELIVERABLES** – The Designer shall provide the following deliverables:

- a. **Schematic Phase:** Facilitate design meetings with the City to develop design solutions that accommodate desired elements. The Designer shall confirm all existing conditions documentation with the city, and prepare design studies including demolition, preliminary plans and site/civil plans. The Designer shall submit schematic plans (30% completion of Construction Documents) for review, comment and approval by the City. A preliminary probable cost statement prepared by an independent estimator shall accompany the schematic drawings to ensure budget control.
- b. **Design Development:** The Designer shall provide design Development Documents (65% completion of construction documents), that include demolition plans, floor plans, sections and elevations, and outline specifications. In addition to architectural drawings, the Design Development documents shall include engineering, and other

related disciplines required for the successful completion of the work. The final submittal of the Design Development documents shall include a statement of probable cost by an independent estimator to ensure budget control. The Designer shall submit Design Development documents to the City for a review and final approval prior to proceeding with the Construction Documents Phase of the Project.

- c. Construction Documents: The Designer shall submit construction documents at 95% completion, for final review and comment by the City. The final submittal of bid documents shall be a sealed and signed set of construction documents detailing the work as it relates to materials, workmanship, finishes, and equipment required. The bid documents shall include plans, specifications, and a final statement of probable cost prepared by an independent estimator. The Designer shall also prepare all required permit applications needed prior to construction and obtain all required permits needed prior to construction.

In addition, the Designer shall provide the City with an electronic copy of the final construction documents and an electronic copy of the technical specification in Microsoft Word or PDF format.

- d. Construction Administration: The Designer shall also provide a minimal level of construction administration and oversight of the project.

This scope provides a best representation of the work to be completed; however, the City reserves the right to make reasonable changes in scope that do not significantly augment the overall outcome of the project.

## **2.2. CITY RESPONSIBILITIES**

---

The City of Greenville shall be responsible for:

- a. Providing the Designer with copies of relevant materials that can assist the consultant in his/her design. Note that the City can only provide materials that are currently in existence, and is not responsible for information that is incorrect, incomplete, or out of date.
- b. Providing the Designer with copies of relevant City of Greenville plans, studies, master plans, ordinances, design guidelines and special plans of the project area.
- c. Providing the Designer with a summary of the findings from any previous related Public Input Sessions, if they exist.
- d. Providing access to the proposed construction site during normal business hours of operation.

The City of Greenville shall work closely with the Designer to answer questions, make decisions, provide guidance and assist with coordination where needed. The City's responsibilities do not include conducting research and design tasks for the consultant.



### 2.3. CONTRACT

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It is the City's intention to use a contract provided by the chosen design firm, either EJC or AIA is acceptable. The City may include additional contract provisions, some of which are found in Appendix C.

## 3. SUBMITTAL REQUIREMENTS

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Firms that are interested in providing the required services to the Greenville Recreation and Parks Department (GRPD) are invited to submit a Statement of Qualifications (SOQ), in electronic format along with four paper hard copies, to Mark Nottingham at 2000 Cedar Ln Greenville, NC 27858, and [mnottingham@greenvillenc.gov](mailto:mnottingham@greenvillenc.gov). Each firm is solely responsible for the timely delivery of its SOQ. All SOQs must be received **by 2:00 pm local time on Thursday, June 16, 2022. No Qualification Packages will be accepted after this deadline.** Firms accept all risks of late delivery regardless of fault.

### 3.1. SUBMITTAL TIMELINE

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The following is the likely schedule and timing leading up to a contract signing. The City may change this schedule as appropriate

Advertisement .....	May 20, 2022
Last Day to Submit Questions .....	June 7, 2022
SOQs Submitted .....	June 16, 2022
Short Listed Consultant Interviews (if needed) .....	June 30, 2022
City Council Designer Approval.....	August 15, 2022

### 3.2. FORMAT

---

The SOQ should be divided into the individual sections listed below. Proposers are urged to include only information that is relevant to this specific project so as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of the RFQ and emphasize the Proposer's demonstrated capability to provide services of this type.

All requirements and questions should be addressed and all requested data should be supplied. The City reserves the right to request additional information which, in its opinion, is necessary to ensure that the Proposer's competence, number of qualified employees, business organization and financial resources are adequate to perform according to contract.

#### 3.2.1. COVER LETTER

---

The SOQ should contain a cover letter, signed by a principal in the firm, indicating his or her title that he or she has authority to submit the proposal on behalf of the firm, including the cover letter, and which should contain the following statement:

"The undersigned has the authority to submit this SOQ on behalf of the legal name of company in response to the City of Greenville RFQ for the Greenfield Terrace Improvements"

The cover letter should contain one of the following two paragraphs:

“With respect to all trade secrets that the Proposer may submit to the City in connection with this SOQ or the Contract, if the Contract is awarded to the Proposer, the Proposer shall comply with the section of the RFQ titled “Trade Secrets and Confidentiality,” (see Appendix A) including but not limited to all of its subsections, such as the subsection titled “Defense of City.” The Proposer acknowledges that the City will rely on the preceding sentence.”

-or-

“The Proposer is not submitting and shall not submit any trade secrets to the City in connection with this SOQ or the Contract, if the Contract is awarded to the Proposer.” The Proposer acknowledges that the City will rely on the preceding sentence.

### 3.2.2. NON-COLLUSION

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This RFQ constitutes an invitation to bid or propose. Firms and their staff are prohibited from communicating with elected City officials and City employees regarding the RFQ or submittals from the time the RFQ has been released until all respondents have been notified and the selection results have been publicly announced. These restrictions extend to “thank you” letters, phone calls, and emails and any contact that results in the direct or indirect discussion of the RFQ and/or the Qualification Package submitted by the firm/team. Violation of this provision by the firm/team and/or its agents may lead to the disqualification of the firm’s /team’s submittal from consideration. Exceptions to the restrictions on communications with City employees are detailed in **Section 3.5 of the RFQ**. Acknowledge that you have read this section by including the following signed Non-Collusion affidavit with your response:

*The City of Greenville prohibits collusion, which is defined as a secret agreement for a deceitful or fraudulent purpose.*

*I, \_\_\_\_\_ affirm that I have not engaged in collusion with any City employee(s), other person, corporations or firms relating to this bid, SOQs or quotations. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*

*Signature: \_\_\_\_\_*

### 3.2.3. PROJECT TEAM (TAB 1)

---

Behind “Tab1” respond to the following requirements in the same sequence as listed:

- a). Identify the legal entity that would enter into the contract with the City and include location of company headquarters, local office location, type of business (sole proprietorship, partnership, or corporations), state of incorporation or organization, and the name and title of the person authorized to enter into an agreement.
- b). Identify the primary contact professional who would be assigned responsibility for this project and note their experience with projects of a similar scope. Also identify other assigned personnel, their qualifications and their location.
- c). For proposed sub-consultants, provide the name of each firm, the office location, contact name and telephone number, and the service to be provided.
- d). Provide an organizational chart, identifying all key members of the team including sub-consultants who would be assigned to this project. **Specifically identify individuals who will serve as project managers.**
- e). Provide a description of the professional and technical experience, background, qualifications and professional licensing / certification of the firm. The Proposer should show that their firm possesses demonstrated experience in all areas of the project scope of services.
- f). Include detailed resumes of all team members assigned to this project including sub-consultants.
- g). Illustrate the project availability of proposed project team members by indicating the percentage of their time to be devoted to the project.

### **3.2.4. RELEVANT EXPERIENCE (TAB 2)**

---

Provide a summary of Proposer's experience with projects of similar scope.

Behind "Tab 2", to be attached to the SOQ, include detailed information for a maximum of ten previously completed projects by the firm or its sub-consultants that are similar in nature to this specific project, including, but not limited to, contracts with the City, currently in progress or having been performed in the past five (5) years comparable to this project as follows:

- List only projects **involving current staff** comprising your proposed team;
- List projects in **date order** with newest project listed first; and
- List projects in **North Carolina** first, followed by projects located in other states.

Information should include a description of the project, scope of work, location of project and total project cost; client name and telephone number; and dates of project work. As part of the selection process the City may contact the Proposer's references.

### **3.2.5. METHODS AND PROCEDURES (TAB 3)**

---

The Proposal should provide a detailed methodology for accomplishing the entire project scope. This project approach shall include additional suggestions that are not specifically requested in this RFQ, but are considered necessary to ensure the highest degree of safety, constructability, value and operation. The respondent shall also provide an estimated amount of time needed to complete this scope of work. There is a not to exceed timeframe of 10 months for the design phase of work to be completed, after contract is fully executed.

If your SOQ assumes that the City will take certain actions or provide certain facilities, data or information, state these assumptions explicitly.

### **3.2.6. EQUAL BUSINESS OPPORTUNITY PROGRAM (TAB 4)**

---

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

**The City has established a 4% Minority Business Enterprise (MBE) and 4% Women Business Enterprise (WBE) goal** for the participation of M/WBE firms in supplying goods and services for the completion of this project. All firms submitting qualifications and/or proposals agree to employ "good faith efforts" towards achieving these goals and supply other information as requested in the "M/WBE Professional and Personal Services Forms" included in **Appendix B. Failure to complete the M/WBE forms shall be cause to deem the submittal nonresponsive.**

Questions regarding the City's M/WBE Program should be directed to the M/WBE Office at (252) 329-4462.

**Equal Employment Opportunity Clause**

The City has adopted an Equal Employment Opportunity Clause, which is incorporated into all specifications, purchase orders, and contracts, whereby a vendor agrees not to discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin or ancestry. A copy of this clause may be obtained at the City Clerk's Office, City Hall, Greenville, NC. By submitting qualifications and/or proposals, the firm is attesting that they are an Equal Opportunity Employer.

Include the completed forms behind "Tab 4" to be attached to the SOQ.

### **3.3. LIMIT ON CLAIMS**

---

No Proposer will have any claims or rights against the City for participating in the SOQ process, including without limitation submitting an SOQ. The only rights and claims any Proposer will have against the City arising out of participating in the SOQ process will be in the Contract with the selected Proposer.

### **3.4. COMMUNICATION GUIDELINES AND QUESTIONS**

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Firms may submit written questions concerning this RFQ to the Project Manager for receipt no later than **5 pm local time on Tuesday, June 7, 2022**. Any questions about the RFQ should be submitted, in writing via email to:

Mark Nottingham, Parks Planner  
City of Greenville  
Recreation and Parks Department

via Email: [mnottingham@greenvillenc.gov](mailto:mnottingham@greenvillenc.gov)

Questions received after the stated deadline will not be answered. Answers to submitted questions will be published. No oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the RFQ, and changes to the RFQ, if any, shall be made in writing only and issued in the form of an Addendum to the RFQ.

### **3.5. COMPENSATION**

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Compensation will be negotiated with the successful Proposer.

### **3.6. EVALUATION CRITERIA**

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It is the policy of the City that the selection of firms to provide professional services shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. GRPD shall conduct a fair and impartial evaluation of all submittals that are received in accordance with the provisions of this RFQ. GRPD will appoint a selection committee to perform the evaluations, and shall put each SOQ submitted through a process of evaluation to determine responsiveness to all administrative and technical requirements of the RFQ.

The evaluation criteria are intended to be used to make a recommendation to the entity or person who will award the contract, but who is not bound to use these criteria or to award to a firm on the basis of the recommendation. Further, the City reserves the right to vary from this procedure as it determines to be in the City's interest. For example, the City may request clarification of any point in a firm's/team's Qualification Package or obtain additional information. Final approval of any selected firm/team is subject to the action of City Council.

### **3.6.1. EVALUATION METHOD**

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Compliance Check: All SOQs will be reviewed to verify that minimum requirements have been met. SOQs that have not followed the requirements in this RFQ or do not meet minimum content and quality standards may be eliminated from further consideration.

Analysis: Members of an evaluation team assigned by the Project Manager will independently analyze each SOQ. The evaluation team will analyze how the Proposers' qualifications, experience, professional content, and proposed methodology meet the City's needs. Points will be assigned by each committee member using the point-scoring schedule below as a guideline.

At the discretion of the City, the evaluation team may decide to conduct interviews of a short list of Proposers.

### **3.6.2. POINT-SCORING SCHEDULE**

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Qualifications will be evaluated using the minimum following criteria (Total possible points = 100):

**1). Proposer's Qualifications and Experience: 30 Points**

Verifiable technical capacity, experience on similar projects and an outstanding record of successfully completed projects. Past performance on City projects may be considered.

**2). Personnel Qualifications and Experience: 20 Points**

Proposer's principal(s), years of experience and number of years with the firm/company. Proposer's location and experience of personnel assigned to the project, their projected educational background, certification and licensing that are deemed to meet the project requirements.

**3). Project Approach: 25 Points**

Proposer's familiarity with, and understanding of the project and their ability to innovate upon and complete the work.

**4). Workload / Ability to meet Schedule: 20 points**

Proposer's current workload, number of active projects, and availability to work on this project.

**5). Proposer's Accessibility: 5 points**

Proposer's geographic location and methods of accessibility through technology.

#### **4. ADDITIONAL PROVISIONS OF THIS RFQ**

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A response to this RFQ should not be construed as a contract, nor indicate a commitment of any kind. The RFQ does not commit the City to pay for costs incurred in the submission of a response to this RFQ or for any cost incurred prior to the execution of a final contract. No recommendations or conclusions from this RFQ process concerning any firm shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law or statutory law of North Carolina. No binding contract, obligation to negotiate, or any other obligation shall be created on the part of the City unless the City and a firm jointly execute a contract.

##### **4.1. FINANCIAL CONDITION OF THE FIRM**

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The City may request that the Proposer provide an annual operating statement, completed income tax form, or other reasonably comprehensive evidence of financial condition. Financial data provided in response to this RFQ will be held confidential if marked "confidential".

The Proposer must be willing and able to provide insurance coverage, bonding and forms required by the City. The insurance required for professional services can be found in **Appendix C**.

##### **4.2. DISCRETION OF THE CITY**

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The City of Greenville reserves the right to reject any or all SOQs. NOTWITHSTANDING anything to the contrary in this document or in any addendums to this document, unless the provision refers specifically to this provision, the City reserves the right (i) to negotiate reasonable changes of any nature with any firm proposing to do the work with respect to any term, condition, or provision in this document and/or in any SOQ.

##### **4.3. E-VERIFY COMPLIANCE**

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

##### **4.4. IRAN DIVESTMENT ACT**

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Vendor certifies that: (i) it is not on the Iran Final Divestment List created by the NC State treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any actions causing it to appear on said list during the term of any contract with the City, and (iii) it will not utilize any subcontractor to provide goods and services hereunder that is identified on said list.

## Appendix A: Trade Secrets and Confidentiality

As a general rule, all submissions to the City are available to any member of the public. However, if materials qualify as provided in this section, the City will take reasonable steps to keep Trade Secrets confidential.

**(a) Designation of Confidential Records.** The terms “Trade Secrets” and “record” are defined in (a)(1) (Definitions). To the extent that the Proposer wishes to maintain the confidentiality of Trade Secrets contained in materials provided to the City that will or may become a record, the Proposer shall prominently designate the material as “Trade Secrets” at the time of its initial disclosure to the City. The Proposer shall not designate any material provided to the City as Trade Secrets unless the Proposer has a reasonable and good-faith belief that it contains a Trade Secret. When requested by the City, the Proposer shall promptly disclose to the City the Proposer’s reasoning for designating individual materials as Trade Secrets. In providing materials to the City, the Proposer shall make reasonable efforts to separate those designated as Trade Secrets from those not so designated, both to facilitate the City’s use of records and to minimize the opportunity for accidental disclosure. For instance, if only a sentence or paragraph on a page is a Trade Secret, the page must be marked clearly to communicate that distinction. To avoid mistake or confusion, it is generally best to have only Trade Secret information on a page and nothing else on that page. To the extent authorized by applicable state and federal law, the City shall maintain the confidentiality of records designated “Trade Secrets” in accordance with this section. Whenever the Proposer ceases to have a good-faith belief that a particular record contains a Trade Secret, it shall promptly notify the City.

### (1) Definitions.

“Trade secret” means business or technical information, including but not limited to a formula, pattern, program, device, compilation of information, method, technique, or process that:

- a. Derives independent actual or potential commercial value from not being generally known or readily ascertainable through independent development or reverse engineering by persons who can obtain economic value from its disclosure or use; and
- b. Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

The existence of a trade secret shall not be negated merely because the information comprising the trade secret has also been developed, used, or owned independently by more than one person, or licensed to other persons.

“Record” means all documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or characteristics, received by the City of Greenville in connection with the Proposer’s SOQ.

**(b) Request by Public for Access to Record.** When any person requests the City to provide access to a record designated as Trade Secrets in accordance with subsection (a), the City may

- (1) decline the request for access,
- (2) notify the Proposer of the request and that the City intends to provide the person access to the record because applicable law requires that the access be granted, or
- (3) notify the Proposer of the request and that the City intends to decline the request.



Before declining the request, the City may require the Proposer to give further assurances so that the City can be certain that the Proposer will comply with subsection (c) (Defense of City).

**(c) Defense of City.** If the City declines the request for access to a record designated as Trade Secrets in accordance with subsection (a), the Proposer shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of the City's non-disclosure of the records. In providing that defense, the Proposer shall at its sole expense defend Indemnitees with legal counsel. The legal counsel shall be limited to attorneys reasonably acceptable to the City Attorney. Definitions. As used in this subsection (c), "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, fines, penalties, settlements, expenses, attorneys' fees, and interest. "Indemnitees" means the City, and officers, officials, independent contractors, agents, and employees, of the City. "Indemnitees" does not include the Proposer. The City may require the Proposer to provide proof of the Proposer's ability to pay the amounts that may reasonably be expected to become monetary obligations of the Proposer pursuant to this section. If the Proposer fails to provide that proof in a timely manner, the City shall not be required to keep confidential the records whose non-disclosure gives rise to the potential monetary obligation. Nothing in this agreement shall require the City to require any natural person to be imprisoned or placed in substantial risk of imprisonment as a result of alleged nondisclosure of records or for alleged noncompliance with a court order respecting disclosure of records. This subsection (c) is separate from and is to be construed separately from any other indemnification and warranty provisions in the contract between the City and the Proposer.

**APPENDIX B**

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

**City of Greenville  
MWBE Guidelines for Professional Service  
Contracts  
\$50,000 and above**

These instructions shall be included with each bid solicitation.

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

## MWBE Guidelines for Professional Service Contracts \$50,000 and above

### Policy Statement

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

### Goals and Good Faith Efforts

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

	CITY	
	MBE	WBE
<b>Professional Services</b>	4%	4%

Submitters shall submit MWBE information with their submissions on the forms provided. This information will be subject to verification by the City prior to contract award. **As of July 1, 2009, contractors, subcontractors, suppliers, service providers, or MWBE members of joint ventures intended to satisfy City MWBE goals shall be certified by the NC Office of Historically Underutilized Businesses (NC HUB) only.** Firms qualifying as "WBE" for the City's goals must be designated as a "women-owned business" by the HUB Office. Firms qualifying as "MBE" for the City's goals must be certified in one of the other categories (i.e.: Black, Hispanic, Asian American, American Indian, Disabled, or Socially and Economically Disadvantaged). According to new Statewide Uniform Certification (SWUC) Guidelines, ethnicity supersedes gender; therefore, firms who are certified as both a "WBE" and "MBE" will satisfy the "MBE" category only. **Each goal must be met separately. Exceeding one goal does not satisfy requirements for the other.**

The City shall accept NCDOT certified firms on federally funded projects only.

Please note: A service provider may utilize any firm desired. However, for participation purposes, all MWBE firms who wish to do business *as a minority* must be certified by NC HUB. A complete database of NC HUB certified firms may be found at <http://www.doa.nc.gov/hub/>

## Instructions

The submitter shall provide the following forms:

FORM 1—Sub-Service Provider Utilization Plan

This form provides the amount of sub-contracted work proposed on the project for MWBE. This proposed participation is based on the current scope of work. Submitter must turn in this form with submission. If the submitter does not customarily subcontract elements of this type of project, do not complete this form. Instead complete FORM 2.

FORM 2--Statement of Intent to Perform work without Sub-Service Providers

This form provides that the submitter does not customarily subcontract work on this type of project.

Sub-Service Provider Utilization Commitment

Submitted by the selected service provider after negotiation of the contract and prior to Award, this form lists the MWBE firms committed to participate on the project. This commitment will reflect any changes in the Plan due to adjustments in project scope.

NOTE: A firm is expected to maintain the level of participation proposed in FORM 1 – Sub-Service Provider Utilization Plan – unless there is a negotiated change in the service required by the City. A firm is also encouraged to increase MWBE participation in the Utilization Commitment as a result of ongoing Good Faith Efforts.

Proof of Payment Certification

Submitted by the selected service provider with each payment application, listing payments made to sub consultants. This form is not provided with the submission.

*In addition to the forms provided above, each service provider must provide a discussion of its diverse business policies and procedures to include the good faith efforts it employed to utilize minority and women-owned firms on this project. This discussion must include:*

- 1. Outreach efforts that were employed by the firm to maximize the utilization of MWBE's.*
- 2. A history of MWBE firms used on similar projects; and*
- 3. The percentage participation of MWBE firms on these projects.*

*NOTE: Those service providers submitting FORM 2 should discuss and provide documentation to justify 100% performance without the use of subconsultants (both majority and minority) per the statements of the form.*

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

# Sub-Service Provider Utilization Plan FORM 1

(Must be included with submission if subcontracting any portion of work)

We \_\_\_\_\_, do certify that on the  
 (Company Name)

\_\_\_\_\_ we propose to expend a minimum of \_\_\_\_\_%  
 (Project Name)

of the total dollar amount of the contract with certified **MBE** firms and a minimum of \_\_\_\_\_% of the total dollar amount with **WBE** firms.

Name, Address, & Phone Number of Sub-Service Provider	*MWBE Category	Work description	% of Work

\*Minority categories: Black, African American (**B**), Hispanic or Latino (**L**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**S**) Disabled (**D**)

The undersigned intends to enter into a formal agreement with MWBE firms for work listed in this schedule conditional upon execution of a contract with the current scope proposed by the Owner.

The undersigned hereby certifies that he/she has read the terms of this agreement and is authorized to bind the submitter to the agreement herein set forth.

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

Name & Title of Authorized Representative \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_

# Statement of Intent to Perform work without Sub-Service Providers

## FORM 2

(Must be included with submission if not subcontracting any portion of work)

We, \_\_\_\_\_, hereby certify that it is our intent to perform **100% of the work required** for the \_\_\_\_\_ contract.  
(Project Name)

In making this certification, the Proposer states the following:

i. It is a normal and customary practice of the Proposer to perform all elements of this type of contract with its own workforce and without the use of sub consultants. *The Proposer has substantiated this by providing documentation of at least three (3) other projects within the last five (5) years on which they have done so.*

**Check box to indicate documentation is attached.**

ii. The Proposer has a valid business reason for self-performing all work on the Contract as opposed to subcontracting with a MWBE. The Proposal must describe the valid business reason for self-performing, and the Proposer must submit with its Bid or Proposal documentation sufficient to demonstrate to the Authority reasonable satisfaction the validity of such assertions.

**Check box to indicate documentation is attached.**

iii. If it should become necessary to subcontract some portion of the work at a later date, the Proposer will notify the City and institute good faith efforts to comply with all requirements of the MWBE program in providing equal opportunities to MWBEs to subcontract the work. **The firm will also submit a Request to Change MWBE Participation Form (even if the final sub consultant is not MWBE).**

The undersigned hereby certifies that he or she has read the terms of this certification and is authorized to bind the Proposer in accordance herewith.

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

Name & Title of Authorized Representative \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_

# Sub-Service Provider Utilization Commitment

(Must be submitted after contract negotiation and prior to Award)

We \_\_\_\_\_, do certify that on the  
 \_\_\_\_\_  
 (Company Name)

\_\_\_\_\_ we will expend a minimum of \_\_\_\_\_%  
 \_\_\_\_\_  
 (Project Name)

of the total dollar amount of the contract with certified **MBE** firms and a minimum of \_\_\_\_\_% of the total dollar amount of the work with **WBE**.

Name, Address, & Phone Number of Sub-Service Provider	*MWBE Category	Work description	% of Work

\*Minority categories: Black, African American (**B**), Hispanic or Latino (**L**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**S**) Disabled (**D**)

The undersigned will enter into a formal agreement with MWBE firms for work listed in this schedule. Failure to fulfill this commitment may constitute a breach of contract.

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

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

Name & Title of Authorized Representative \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_

## REQUEST TO CHANGE MWBE PARTICIPATION

(Submit changes only if recipient of intent to award letter, continuing through project completion.)

Project: \_\_\_\_\_

Bidder or Prime Consultant: \_\_\_\_\_

Name & Title of Authorized Representative: \_\_\_\_\_

Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

\_\_\_\_\_ Email Address: \_\_\_\_\_

Original Total Contract Amount: \$ \_\_\_\_\_

Total Contract Amount (including approved change orders or amendments): \$ \_\_\_\_\_

Will this request change the dollar amount of the contract?  Yes  No

If yes, give the total contract amount including change orders and proposed change: \$ \_\_\_\_\_

The proposed request will do the following to overall MWBE participation (please check one):

Increase  Decrease  No Change

Name of sub consultant: \_\_\_\_\_

Service provided: \_\_\_\_\_

**Proposed Action:**

\_\_\_ Replace sub consultant

\_\_\_ Perform work in-house

For the above actions, you must provide one of the following reasons (Please check applicable reason):

\_\_\_ The listed MBE/WBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract.

\_\_\_ The listed MBE/WBE is bankrupt or insolvent.

\_\_\_ The listed MBE/WBE fails or refuses to perform his/her subcontract or furnish the listed materials.

\_\_\_ The work performed by the listed subconsultant is unsatisfactory according to industry standards and is not in accordance with the plans and specifications; or the subconsultant is substantially delaying or disrupting the progress of the work.



*If replacing sub consultant:*

Name of replacement sub consultant: \_\_\_\_\_

Is the subconsultant a certified MWBE ? \_\_\_ Yes \_\_\_ No

*If no, please attach documentation of outreach efforts employed by the firm to utilize an MWBE.*

Dollar amount of original consultant contract \$ \_\_\_\_\_

Dollar amount of amended consultant contract \$ \_\_\_\_\_

**Other Proposed Action:**

\_\_\_ Increase total dollar amount of work

\_\_\_ Add as an additional sub consultant\*

\_\_\_ Decrease total dollar amount of work

Please describe reason for requested action: \_\_\_\_\_

\_\_\_\_\_

*\*If adding additional sub consultant:*

Is the sub consultant a certified MWBE? \_\_\_ Yes \_\_\_ No

*If no, please attach documentation of outreach efforts employed by the firm to utilize an MWBE.*

Dollar amount of original consultant contract \$ \_\_\_\_\_

Dollar amount of amended consultant contract \$ \_\_\_\_\_

**Interoffice Use Only:**

Approval Y N

Date \_\_\_\_\_

Signature \_\_\_\_\_

Pay Application No. _____ Purchase Order No. _____
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## Proof of Payment Certification

### MWBE Contractors, Suppliers, Service Providers

Project Name: \_\_\_\_\_

Prime Service Provider: \_\_\_\_\_

Current Contract Amount (including change orders): \$ \_\_\_\_\_

Requested Payment Amount for this Period: \$ \_\_\_\_\_

Is this the final payment? Yes \_\_\_ No \_\_\_

Firm Name	MWBE Category*	Total Amount Paid from this Pay Request	Total Contract Amount	Total Amount Remaining

\*Minority categories: Black, African American (B), Hispanic or Latino (L), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (S) Disabled (D) Date: \_\_\_\_\_

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

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

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

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## Appendix C: Sample Contract Additions

### Insurance.

The Designer agrees to purchase, at its own expense, insurance coverages to satisfy the following minimum requirements as detailed in this Section. A certificate reflecting the following minimum coverages shall accompany this Contract. The Designer shall not commence services under this Contract until the Designer has obtained all insurance required, and such insurance has been approved in writing by the City. Insurance required shall remain in effect through the term of this Contract. Failure to maintain the required insurance coverage shall constitute grounds for Contract termination.

Insurance requirements are as follows:

- (a) Public Liability and Property Damage: The Designer shall take out and maintain, during the life of this Contract, Commercial General Liability Insurance that shall protect from claims for damage for Bodily Injury, Property Damage, Personal Injury, including death which may arise from operations under this contract, whether such operations be by the Designer or by any sub-contractor, sub-consultant, or by anyone directly or indirectly employed by any of the above.

The Minimum Limits of Insurance required are:

Each Occurrence:	\$1,000,000
Personal and Advertising Injury:	\$1,000,000
General Aggregate:	\$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 of Greenville. 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 of Greenville must be added as an Additional Insured to the Commercial General Liability policy.

- (b) Automobile Liability Insurance (If Applicable):

Limit of Insurance: \$1,000,000 combined single limit.

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

- (c) Workers Compensation Insurance:

Limits of Insurance: 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.

- (d) Cancellation: Each certificate of insurance shall bear the provision that the policy cannot be canceled in less than 30 days after mailing written notice to the assured of such cancellation. The Insurance policies must be endorsed to reflect a 30 day notice of cancellation or material change in coverage be given to the City of Greenville.
- (e) Sub-Consultants: If any part of the services to be performed under this Contract is sublet, the sub-Designer shall be required to meet all insurance requirements set forth in this Agreement. The parties stipulate that the Designer will maintain each type of insurance set forth above at a coverage level equal to the amount set forth above for such type of insurance. However, nothing contained herein shall relieve the Designer from meeting all insurance requirements or otherwise being responsible for the sub-consultant.

Indemnification.

- (a) Hold Harmless: The Designer shall, to the extent permitted under North Carolina law, indemnify and hold harmless the City and its officers and employees from and against all liabilities, damages, losses and costs that arise in any manner from, in connection with, or out of this Contract as a result of acts or omissions of the Designer or any sub-consultant or other persons employed or utilized by the Designer in the performance of this Contract except when such liabilities, damages, losses, and costs are proximately caused by or result from the negligence, in whole or in part, of the City or its independent Designers, agents, officers or employees.
- (b) Survival: This Section shall remain in force despite termination of this contract, whether by expiration of the term or otherwise, and termination of the services of the Designer under this contract.
- (c) Compliance with law: It is agreed that this Section shall be applied to the maximum extent allowed by law and limited only as necessary to comply with N.C.G.S. § 22B-1.
  - (a) E-verify Compliance: The Designer shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if the Designer utilizes a Subcontractor, the Designer shall require the Subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. By submitting a proposal, the Proposer represents that their firm and its Subcontractors are in compliance with the requirements of Article 2 Chapter 64 of the North Carolina General Statutes.
  - (b) Iran Divestment Act: Vendor certifies that; (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 143-6A-4; (ii) it will not take any actions causing it to appear on any such list during the terms of this contract, and (iii) it will not utilize any subcontractor to provide goods and services hereunder that is identified on any list.

Attachments.

The following Attachments shall be a part of this contract:

- (a) MWBE forms
- (b) RFQ
- (c) RFQ Addenda
- (d) Scope of Work

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

CITY OF GREENVILLE:

Chosen Design Firm:

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: P.J. Connelly, Mayor

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

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.

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

Account:

**CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ADDENDUM**

This **CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ADDENDUM** (this “Addendum”) is entered into by and between HH Architecture (“Designer”), and The City of Greenville (“City”), and forms an integral part of the Contract (as defined in Section I hereof).

**RECITALS**

**WHEREAS**, Unit has received, either as a Recipient or Subrecipient (as each such term is defined in Section I hereof) a payment from the Coronavirus State Fiscal Recovery Fund (“State Fiscal Recovery Fund”) or Coronavirus Local Fiscal Recovery Fund (“Local Fiscal Recovery Fund” and, together with the State Fiscal Recovery Fund, the “Fiscal Recovery Funds”) established pursuant to Sections 602 and 603, respectively, of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (“ARPA”); and

**WHEREAS**, Unit intends to pay, in part or in whole, for the cost of the Contract (as defined in Section I hereof) using monies received from the Fiscal Recovery Funds; and

**WHEREAS**, in using such funds, Unit must comply with the terms of ARPA, regulations issued by the U.S. Department of the Treasury (“Treasury”) governing the expenditure of monies distributed from the Fiscal Recovery Funds (including, without limitation, the Interim Final Rule (86 Fed. Reg. 26,786 (May 17, 2021) and Final Rule (87 Fed. Reg. 4,338 (Jan. 27, 2022))), the Award Terms and Conditions applicable to the Fiscal Recovery Funds, and such other guidance as Treasury has issued or may issue governing the expenditure of monies distributed from the Fiscal Recovery Funds (collectively, the “Regulatory Requirements”); and

**WHEREAS**, pursuant to the Regulatory Requirements, Unit must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury has determined or may determine are inapplicable to the Fiscal Recovery Funds; and

**WHEREAS**, pursuant to 2 C.F.R. § 200.327, Unit must include within the Contract applicable provisions described in Appendix II to 2 C.F.R. Part 200, each of which is contained in this Addendum; and

**WHEREAS**, Unit shall not enter into the Contract or make any distributions of funds to Contractor using monies from the Fiscal Recovery Funds absent Contractor’s agreement and adherence to each term and condition contained herein.

**NOW THEREFORE**, Contractor and Unit do mutually agree as follows:

**AGREEMENTS**

**Definitions**

- A. Unless otherwise defined in this Addendum, capitalized terms used in this Addendum shall have the meanings ascribed thereto in this Section I.
  - 1. “ARPA” shall mean the American Rescue Plan Act of 2021, Pub. L. No. 117-2, as amended.

2. “Administering Agency” shall have the meaning specified in 41 C.F.R. § 60-1.3.
3. “Applicant” shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: (“An applicant for Federal assistance involving a construction contract, or other participant in a program involving a construction contract as determined by regulation of an administering agency. The term also includes such persons after they become recipients of such Federal assistance.”).
4. “Construction Work” shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: (“[T]he construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.”).
5. “Contract” shall mean the legal instrument by which Unit, as a Recipient or Subrecipient, shall purchase from Contractor property or services needed to carry out a project or program under a federal award, and of which this Addendum shall constitute an integral part.
6. “Contractor” shall mean the entity named as “Contractor” in this Addendum that has received a Contract from Unit.
7. “Federally Assisted Construction Contract” shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: (“[A]ny agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the government of the United States of America for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.”).
8. “Government” shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: (“[T]he government of the United States of America.”).
9. “Laborer” or “Mechanic” shall have the meaning specified in 29 C.F.R. § 5.2(m), which is provided here for ease of reference: (“The term *laborer* or *mechanic* includes at least those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term *laborer* or *mechanic* includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards. The term does not apply to workers whose duties are primarily administrative, executive, or clerical, rather than manual. Persons employed in a bona fide executive, administrative, or professional capacity as defined in part 541 of [Title 40 of the United States Code] are not deemed to be laborers or mechanics. Working foremen who devote more than 20 percent of their time during a workweek to mechanic or laborer duties, and who do not meet the criteria of [Title 40 of the United States Code], are laborers and mechanics for the time so spent.”).



10. "Recipient" shall mean an entity that receives a federal award directly from a federal awarding agency. The term does not include subrecipients or individuals that are beneficiaries of an award.
11. "Subcontract" shall mean any agreement entered into by a Subcontractor to furnish supplies or services for the performance of this Contract or a Subcontract. It includes, but is not limited to, purchase orders and changes and modifications to purchase orders.
12. "Subcontractor" shall mean an entity that receives a Subcontract.
13. "Subrecipient" shall mean an entity that receives a subaward from a pass-through entity to carry out part of a federal award; but it does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.
14. "Tier" shall have the meaning indicated in 2 C.F.R. Part 180 and illustrated in 2 C.F.R. Part 180, Appendix II.
15. "Unit" shall have the meaning indicated in the preamble to this Addendum.

### **Equal Employment Opportunity**

- A. If this contract is a Federally Assisted Construction Contract exceeding \$10,000, during the performance of this Contract, Contractor agrees as follows:
  1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
  3. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in

response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

4. Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. Contractor will furnish to the Administering Agency and the Secretary of Labor all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Administering Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended, in whole or in part, and Contractor may be declared ineligible for further Government contracts or Federally Assisted Construction Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965. Such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. Contractor will include the portion of the sentence immediately preceding paragraph A.1. of this Section II and the provisions of paragraphs A.1. through A.7. in every Subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. Contractor will take such action with respect to any Subcontract or purchase order as the Administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the Administering Agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Unit further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. Provided, that if Unit so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the Contract.

9. Unit agrees that it will assist and cooperate actively with the Administering Agency and the Secretary of Labor in obtaining the compliance of Contractor and any Subcontractors with the

equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor; that it will furnish the Administering Agency and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the Administering Agency in the discharge of the agency's primary responsibility for securing compliance.

10. Unit further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally Assisted Construction Contracts pursuant to the Executive Order and that it will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractor and any Subcontractors by the Administering Agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, Unit agrees that if it fails or refuses to comply with these undertakings, the Administering Agency may take any or all of the following actions: Cancel, terminate, or suspend, in whole or in part, this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

B. If this Contract is not a Federally Assisted Construction Contract exceeding \$10,000, the provisions of Section I.A. of this Addendum shall not apply.

#### **Copeland "Anti-Kickback" Act**

A. Contractor and any Subcontractors performing work under the Contract shall comply with 18 U.S.C. § 874. Unit shall report all suspected or reported violations to Treasury.

#### **Contract Work Hours and Safety Standards Act**

A. *Overtime Requirements.* No Contractor or Subcontractor contracting for any part of the Contract work which may require or involve the employment of Laborers or Mechanics shall require or permit any such Laborer or Mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such Laborer or Mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. *Violation; Liability for Unpaid Wages; Liquidated Damages.* In the event of any violation of the clause set forth in Section IV.A. (*Overtime Requirements*), above, Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual Laborer or Mechanic, including watchmen and guards, employed in violation of the clause set forth in Section IV.A. (*Overtime Requirements*), above, in the sum of \$27 for each calendar day on which such individual

was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Section IV.A. (Overtime Requirements), above.

- C. *Withholding for Unpaid Wages and Liquidated Damages.* Unit shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold, or cause to be withheld, from any moneys payable on account of work performed by Contractor or Subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of Contractor or Subcontractor for unpaid wages and liquidated damages as provided in Section IV.B. (Violation; Liability for Unpaid Wages; Liquidated Damages) of this section.
- D. *Subcontracts.* Contractor or Subcontractor shall insert in any Subcontract the clauses set forth in Sections IV.A. through IV.D. and also a clause requiring Subcontractors to include these clauses in any lower-Tier Subcontracts. Contractor shall be responsible for compliance by any first-Tier Subcontractor or lower-Tier Subcontractor with the clauses set forth in Sections IV.A. through IV.D.
- E. *Payroll and Records.* Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all Laborers and Mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, Social Security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Records to be maintained under this provision shall be made available by Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Department of the Treasury and the Department of Labor, and Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.
- F. *Exceptions.* None of the requirements of Section IV of this Addendum shall apply if this Contract is a Contract (1) for transportation by land, air, or water; (2) for the transmission of intelligence; (3) for the purchase of supplies, materials, or articles ordinarily available in the open market; or (4) in an amount that is equal to or less than \$100,000.

#### **Rights to Inventions Made Under a Contract or Agreement**

- A. The Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for “Government purposes,” any subject data or copyright described below.<sup>1</sup> “Government purposes” means use only for the direct purposes

of the Government. Without the copyright owner's consent, the Government may not extend its federal license to any other party.

1. Any subject data developed under the Contract, whether or not a copyright has been obtained, and
  2. Any rights of copyright purchased by Contractor using federal assistance funded in whole or in part by the Department of the Treasury.
- B. Unless Treasury determines otherwise, a Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit Treasury to make available to the public either (1) Treasury's license in the copyright to any subject data developed in the course of the Contract or (2) a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work which is the subject of this Contract is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Government may direct.
- C. Unless prohibited by North Carolina law, upon request by the Government, Contractor agrees to indemnify, save, and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Contractor of proprietary rights, copyrights, or right of privacy arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. Contractor shall be required to indemnify the Government for any such liability arising out of the wrongful act of any employee, official, or agent of the Contractor.
- D. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.
- E. Data developed by Contractor and financed entirely without using federal assistance provided by the Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that Contractor identifies those data in writing at the time of delivery of the Contract work. Contractor agrees to include these requirements in each Subcontract for experimental, developmental, or research work financed in whole or in part with federal assistance.
- F. For the purposes of this Section V, "subject data" means "recorded information, whether or not copyrighted, that is delivered or specified to be delivered as required by the Contract." Examples of "subject data" include, but are not limited to, "computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses or other similar information used for performance or administration of the Contract."

## Clean Air Act and Federal Water Pollution Control Act

- A. *Clean Air Act.* Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* Contractor agrees to report each violation to Unit and understands and agrees that Unit will, in turn, report each violation as required to Treasury and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each Subcontract exceeding \$150,000 financed, in whole or in part, with federal assistance provided by Treasury.
- B. *Federal Water Pollution Control Act.* Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.* Contractor agrees to report each violation to Unit and understands and agrees that Unit will, in turn, report each violation as required to assure notification to Treasury and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each Subcontract exceeding \$150,000 financed, in whole or in part, with federal assistance provided by Treasury.

## Debarment and Suspension

- A. Due to its receipt of Fiscal Recovery Funds, Unit is a participant in a nonprocurement transaction (defined at 2 C.F.R. § 180.970) that is a covered transaction pursuant to 2 C.F.R. § 180.210 and 31 C.F.R. § 19.210. Therefore, this Contract is a lower-Tier covered transaction for purposes of 2 C.F.R. Part 180 and 31 C.F.R. Part 19 if (1) the amount of this Contract is greater than or equal to \$25,000 (2 C.F.R. § 180.220(b)(1); 31 C.F.R. § 19.220(b)(1)); (2) the Contract requires the consent of an official of the Department of the Treasury (2 C.F.R. § 180.220(b)(2); 31 C.F.R. § 19.220(b)(2)); or (3) this Contract is for federally required audit services (2 C.F.R. § 180.220(b)(3); 31 C.F.R. § 19.220(b)(3)).
- B. If this Contract is a covered transaction as set forth in Section VII.A., above, Contractor hereby certifies as of the date hereof that Contractor, Contractor's principals (defined at 2 C.F.R. § 180.995), and the affiliates (defined at 2 C.F.R. § 180.905) of both Contractor and Contractor's principals are not excluded (defined at 2 C.F.R. § 180.935) and are not disqualified (defined at 2 C.F.R. § 180.935). If any of the foregoing persons are excluded or disqualified and the Secretary of the Treasury has not granted an exception pursuant to 31 C.F.R. § 19.120(a), (1) this Contract shall be void, (2) Unit shall not make any payments of federal financial assistance to Contractor, and (3) Unit shall have no obligations to Contractor under this Contract.
- C. Contractor must comply with 2 C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19 and must include a requirement to comply with these regulations in any lower-Tier covered transaction into which it

enters.<sup>2</sup> This certification is a material representation of fact relied upon by Unit, and all liability arising from an erroneous representation shall be borne solely by Contractor.

- D. If it is later determined that Contractor did not comply with 2 C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19, in addition to remedies available to Unit, the Government may pursue available remedies, including but not limited to suspension and/or debarment.

### **Byrd Anti-Lobbying Amendment**

- A. Contractor certifies to Unit, and Contractor shall cause each Tier below it to certify to the Tier directly above such Tier, that it has not used and will not use federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall, and shall cause each Tier below it, to disclose any lobbying with non-federally appropriated funds that takes place in connection with obtaining any federal award. Such disclosures (to be set forth on Standard Form-LLL, contained in 31 C.F.R. Part 21, Appendix B) shall be forwarded from Tier to Tier up to the Unit, which will, in turn, forward the certification(s) to Treasury. Contractor shall cause the language of this Section VIII.A. to be included in all Subcontracts. This certification is a material representation of fact upon which Unit has relied when entering into this Contract, and all liability arising from an erroneous representation shall be borne solely by Contractor.
- B. Contractors that bid or apply for a contract exceeding \$100,000 (including this Contract, if applicable) also must file with Unit the certification in Attachment 1 to this Addendum, which is attached hereto and incorporated herein.
- C. Contractor also shall cause any Subcontractor with a Subcontract (at any Tier) exceeding \$100,000 to file with the Tier above it the certification in Attachment 1 to this Addendum, which is attached hereto and incorporated herein.

### **Procurement of Recovered Materials**

- A. Section IX.B. shall apply if (1) this Contract involves the purchase of an item designated by the Environmental Protection Agency (“EPA”) in 40 C.F.R. Part 247 that exceeds \$10,000 or (2) the total value of such designated items acquired during Unit’s preceding fiscal year exceeded \$10,000.
- B. In the performance of the Contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items, unless the product cannot (1) be acquired competitively within a timeframe providing for compliance with the Contract performance schedule, (2) meet Contract performance requirements, or (3) be acquired at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available on

EPA's website.<sup>3</sup> Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

### **Prohibition on Contracting for Covered Telecommunications Equipment or Services**

- A. *Definitions.* Unless otherwise defined in this Contract, capitalized terms used in this Section X shall have the meanings ascribed thereto in this Section X.A.
1. "Backhaul" means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).
  2. "Covered Foreign Country" means the People's Republic of China.
  3. "Covered Telecommunications Equipment or Services" means (a) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (b) for the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (c) telecommunications or video surveillance services provided by such entities or using such equipment; or (d) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a Covered Foreign Country.
  4. "Critical Technology"<sup>4</sup> means (1) defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations; (2) items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations and controlled (a) pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology, or (b) for reasons relating to regional stability or surreptitious listening; (3) specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities); (4) nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material); (5) select agents and toxins covered by part 331 of title 7, Code of Federal Regulations; part 121 of title 9 of such Code; or part 73 of title 42 of such
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Code; or (6) emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. § 4817).

5. “Interconnection Arrangements” means arrangements governing the physical connection of two or more networks to allow the use of another’s network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.
6. “Roaming” means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.
7. “Substantial or Essential Component” means any component necessary for the proper function or performance of a piece of equipment, system, or service.
8. “Telecommunications Equipment or Services” means telecommunications or video surveillance equipment or services, such as, but not limited to, mobile phones, land lines, internet, video surveillance, and cloud services.

B. Prohibitions.

1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after August 13, 2020, from obtaining or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
2. Unless an exception in Section X.C. applies, Contractor and any Subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds (including, without limitation, Fiscal Recovery Funds) received from a federal government to:
  - a. Procure or obtain any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology of any system;
  - b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology of any system;
  - c. Enter into, extend, or renew contracts with entities that use Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology as part of any system; or
  - d. Provide, as part of its performance of this Contract, any Subcontract; any other contractual instrument; or any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology as part of any system.

C. Exceptions.

1. This clause does not prohibit Contractor or Subcontractors from providing:
  - a. A service that connects to the facilities of a third party, such as Backhaul, Roaming, or Interconnection Agreements, or
  - b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
2. By necessary implication and regulation, the prohibitions also do not apply to:
  - a. Covered telecommunications equipment that:
    - i. Is not used as a Substantial or Essential Component of any system and
    - ii. Is not used as Critical Technology of any system.
  - b. Other telecommunications equipment or services that are not considered Covered Telecommunications Equipment or Services.

D. Reporting Requirement

1. In the event Contractor identifies, during contract performance, covered Telecommunications Equipment or Services used as a Substantial or Essential Component of any system or as Critical Technology as part of any system, or if Contractor is notified of such by a Subcontractor at any Tier or by any other source, Contractor shall report the information in paragraph D.2 (d)(2) of this Section X to Unit, unless procedures for reporting the information are established elsewhere in this Contract.
2. Contractor shall report the following information to Unit pursuant to paragraph D.1 of this Section X:
  - a. Within one business day from the date of such identification or notification: contract number; order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
  - b. Within ten business days of submitting the information in paragraph D.2.a. of this Section: any further available information about mitigation actions undertaken or recommended. In addition, Contractor shall describe (i) the efforts it undertook to prevent use or submission of Covered Telecommunications Equipment or Services and (ii) any additional efforts that will be incorporated to prevent future use or submission of Covered Telecommunications Equipment or Services.

- E. *Subcontractor*. Contractor shall cause to be inserted into all Subcontracts and other contractual instruments relating to the performance of this Contract the substance of this Section X, including this paragraph E.

### **Domestic Preferences for Procurements**

- A. For purposes of this Section XI, the terms below are defined as follows:
  - 1. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coating, occurred in the United States.
  - 2. “Manufactured Products” means items and construction materials composed, in whole or in part, of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- B. As applicable, and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials Produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other Manufactured Products. Contractor shall cause any Subcontractors to include the requirements of this Section XI in any Subcontracts.

### **Solicitation of Minority and Women-Owned Business Enterprises**

- A. If Contractor intends to let any Subcontracts, Contractor shall (1) place qualified small and minority businesses and women’s business enterprises on its solicitation lists; (2) assure that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources; (3) divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women’s business enterprises; (4) establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women’s business enterprises; (5) use the services and assistance, as appropriate, of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the North Carolina Office for Historically Underutilized Businesses.
- B. For the purposes of Section XII.A., an entity shall qualify (1) as a “minority business” or “women’s business enterprise” if it is currently certified as a North Carolina “historically underutilized business” under Chapter 143, Section 128.4(a) of the N.C. General Statutes (hereinafter G.S.), and (2) as a “small business” if it is independently owned and operated and is qualified under the Small Business Administration criteria and size standards at 13 C.F.R. Part 21.

### **Access to Records**

- A. Contractor agrees to provide Unit, the Department of the Treasury, the Treasury Office of Inspector General, the Government Accountability Office, and the Comptroller General of the United States,

or any authorized representatives of these entities, access to any records (electronic and otherwise) of Contractor which are directly pertinent to this Contract to conduct audits or any other investigations. Contractor agrees to permit any of the foregoing parties to reproduce such records by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- B. Contractor agrees to retain all records covered by this Section XIII through December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving the Contract.

#### **Conflicts of Interest; Gifts and Favors**

- A. Contractor understands that (1) Unit will use Fiscal Recovery Funds to pay for the cost of this Contract and (2) the expenditure of Fiscal Recovery Funds is governed by the [*Conflict of Interest Policy*] of the Unit, the Regulatory Requirements (including, without limitation, 2 C.F.R. § 200.318(c) (1)), and North Carolina law (including, without limitation, G.S. 14-234(a)(1) and - 234.3(a)).
- B. Contractor certifies to Unit that as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of Unit involved in the selection, award, or administration of this Contract (each a “Covered Individual”); no member of a Covered Individual’s immediate family; no partner of a Covered Individual; and no organization (including Contractor) which employs or is about to employ a Covered Individual has a financial or other interest in, or has received a tangible personal benefit from, Contractor. Should Contractor obtain knowledge of any such interest or any tangible personal benefit described in the preceding sentence after the date hereof, Contractor shall promptly disclose the same to Unit in writing.
- C. Contractor certifies to Unit that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of Unit. Should Contractor obtain knowledge of the provision, or offer of any provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, Contractor shall promptly disclose the same to Unit in writing.

#### **Assurances of Compliance with Title VI of the Civil Rights Act of 1964**

- A. Contractor and any Subcontractor, or the successor, transferee, or assignee of Contractor or any Subcontractor, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. §§ 2000d *et seq.*), as implemented by the Department of the Treasury’s Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this Contract. Title VI also provides protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. §§ 2000d *et seq.*, as

implemented by Treasury's Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this Contract.<sup>5</sup>

### **Other Non-Discrimination Statutes**

- A. Contractor acknowledges that Unit is bound by and agrees, to the extent applicable to Contractor, to abide by the provisions contained in the federal statutes enumerated below and any other federal statutes and regulations that may be applicable to the expenditure of Fiscal Recovery Funds:
  - 1. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - 2. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - 3. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - 4. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability in programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

### **Miscellaneous**

- A. *Increasing Seat Belt Use in the United States*. Pursuant to Executive Order 13043, 62 Fed. Reg. 19,216 (Apr. 18, 1997), Unit encourages Contractor to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented, or personally owned vehicles.
- B. *Reducing Text Messaging While Driving*. Pursuant to Executive Order 13513, 74 Fed. Reg. 51,225 (Oct. 6, 2009), Unit encourages Contractor to adopt and enforce policies that ban text messaging while driving.

### **Conflicts and Interpretation**

- A. To the extent that any portion of this Addendum conflicts with any term or condition of this Contract expressed outside of this Addendum, the terms of this Addendum shall govern.
-

**CONTRACTOR:**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**UNIT:**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*[Signature Page to Coronavirus State and Local Fiscal Recovery Funds Addendum]*

**ATTACHMENT 1**  
**TO**  
**CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ADDENDUM**  
**APPENDIX A, 31 C.F.R. PART 21 – CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of the undersigned’s knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit [Standard Form-LLL, “Disclosure Form to Report Lobbying,”](#) in accordance with its instructions.
  
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
  
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor’s Authorized Official

\_\_\_\_\_  
Name and Title of Contractor’s Authorized Official

\_\_\_\_\_  
Date

## **ATTACHMENT D**

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

**City of Greenville  
MWBE Guidelines for Professional Service  
Contracts  
\$50,000 and above**

These instructions shall be included with each bid solicitation.



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

**MWBE Guidelines for Professional Service Contracts  
\$50,000 and above**

**Policy Statement**

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

**Goals and Good Faith Efforts**

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

	CITY	
	MBE	WBE
<b>Professional Services</b>	4%	4%

Submitters shall submit MWBE information with their submissions on the forms provided. This information will be subject to verification by the City prior to contract award. **As of July 1, 2009, contractors, subcontractors, suppliers, service providers, or MWBE members of joint ventures intended to satisfy City MWBE goals shall be certified by the NC Office of Historically Underutilized Businesses (NC HUB) only.** Firms qualifying as “WBE” for the City’s goals must be designated as a “women-owned business” by the HUB Office. Firms qualifying as “MBE” for the City’s goals must be certified in one of the other categories (i.e.: Black, Hispanic, Asian American, American Indian, Disabled, or Socially and Economically Disadvantaged). According to new Statewide Uniform Certification (SWUC) Guidelines, ethnicity supersedes gender; therefore, firms who are certified as both a “WBE” and “MBE” will satisfy the “MBE” category only. **Each goal must be met separately. Exceeding one goal does not satisfy requirements for the other.**

The City shall accept NCDOT certified firms on federally funded projects only.

Please note: A service provider may utilize any firm desired. However, for participation purposes, all MWBE firms who wish to do business *as a minority* must be certified by NC HUB. A complete database of NC HUB certified firms may be found at <http://www.doa.nc.gov/hub/>

## Instructions

The submitter shall provide the following forms:

FORM 1—Sub-Service Provider Utilization Plan

This form provides the amount of sub-contracted work proposed on the project for MWBE. This proposed participation is based on the current scope of work. Submitter must turn in this form with submission. If the submitter does not customarily subcontract elements of this type of project, do not complete this form. Instead complete FORM 2.

FORM 2--Statement of Intent to Perform work without Sub-Service Providers

This form provides that the submitter does not customarily subcontract work on this type of project.

Sub-Service Provider Utilization Commitment

Submitted by the selected service provider after negotiation of the contract and prior to Award, this form lists the MWBE firms committed to participate on the project. This commitment will reflect any changes in the Plan due to adjustments in project scope.

NOTE: A firm is expected to maintain the level of participation proposed in FORM 1 – Sub-Service Provider Utilization Plan – unless there is a negotiated change in the service required by the City. A firm is also encouraged to increase MWBE participation in the Utilization Commitment as a result of ongoing Good Faith Efforts.

Proof of Payment Certification

Submitted by the selected service provider with each payment application, listing payments made to sub consultants. This form is not provided with the submission.

*In addition to the forms provided above, each service provider must provide a discussion of its diverse business policies and procedures to include the good faith efforts it employed to utilize minority and women-owned firms on this project. This discussion must include:*

- 1. Outreach efforts that were employed by the firm to maximize the utilization of MWBE's.*
- 2. A history of MWBE firms used on similar projects; and*
- 3. The percentage participation of MWBE firms on these projects.*

*NOTE: Those service providers submitting FORM 2 should discuss and provide documentation to justify 100% performance without the use of subconsultants (both majority and minority) per the statements of the form*

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

## Sub-Service Provider Utilization Plan

### FORM 1

(Must be included with submission if subcontracting any portion of work)

We \_\_\_\_\_, do certify that on the  
 \_\_\_\_\_  
 (Company Name) \_\_\_\_\_ we propose to expend a minimum of \_\_\_\_\_%  
 (Project Name)

of the total dollar amount of the contract with certified **MBE** firms and a minimum of \_\_\_\_\_% of the total dollar amount with **WBE** firms.

Name, Address, & Phone Number of Sub-Service Provider	*MWBE Category	Work description	% of Work

\*Minority categories: Black, African American (**B**), Hispanic or Latino (**L**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**S**) Disabled (**D**)

The undersigned intends to enter into a formal agreement with MWBE firms for work listed in this schedule conditional upon execution of a contract with the current scope proposed by the Owner.

The undersigned hereby certifies that he/she has read the terms of this agreement and is authorized to bind the submitter to the agreement herein set forth.

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

Name & Title of Authorized Representative \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_

## Statement of Intent to Perform work without

### Sub-Service Providers

# FORM 2

(Must be included with submission if not subcontracting any portion of work)

We, \_\_\_\_\_, hereby certify that it is our intent to perform ***100% of the work required*** for the \_\_\_\_\_ contract.  
(Project Name)

In making this certification, the Proposer states the following:

- i. It is a normal and customary practice of the Proposer to perform all elements of this type of contract with its own workforce and without the use of sub consultants. *The Proposer has substantiated this by providing documentation of at least three (3) other projects within the last five (5) years on which they have done so.*  
 **Check box to indicate documentation is attached.**
- ii. The Proposer has a valid business reason for self-performing all work on the Contract as opposed to subcontracting with a MWBE. The Proposal must describe the valid business reason for self-performing, and the Proposer must submit with its Bid or Proposal documentation sufficient to demonstrate to the Authority reasonable satisfaction the validity of such assertions.  
 **Check box to indicate documentation is attached.**
- iii. If it should become necessary to subcontract some portion of the work at a later date, the Proposer will notify the City and institute good faith efforts to comply with all requirements of the MWBE program in providing equal opportunities to MWBEs to subcontract the work. **The firm will also submit a Request to Change MWBE Participation Form (even if the final sub consultant is not MWBE).**

The undersigned hereby certifies that he or she has read the terms of this certification and is authorized to bind the Proposer in accordance herewith.

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

Name & Title of Authorized Representative \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_

## Sub-Service Provider Utilization Commitment

(Must be submitted after contract negotiation and prior to Award)

We \_\_\_\_\_, do certify that on the  
 (Company Name)

\_\_\_\_\_ we will expend a minimum of \_\_\_\_\_%  
 (Project Name)

of the total dollar amount of the contract with certified **MBE** firms and a minimum of \_\_\_\_\_% of the total dollar amount of the work with **WBE**.

Name, Address, & Phone Number of Sub-Service Provider	*MWBE Category	Work description	% of Work

\*Minority categories: Black, African American (**B**), Hispanic or Latino (**L**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**S**) Disabled (**D**)

The undersigned will enter into a formal agreement with MWBE firms for work listed in this schedule. Failure to fulfill this commitment may constitute a breach of contract.

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

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

Name & Title of Authorized Representative \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_

## REQUEST TO CHANGE MWBE PARTICIPATION

(Submit changes only if recipient of intent to award letter, continuing through project completion.)

Project: \_\_\_\_\_

Bidder or Prime Consultant: \_\_\_\_\_

Name & Title of Authorized Representative: \_\_\_\_\_

Address: \_\_\_\_\_ Phone #: \_\_\_\_\_

\_\_\_\_\_ Email Address: \_\_\_\_\_

Original Total Contract Amount: \$ \_\_\_\_\_

Total Contract Amount (including approved change orders or amendments): \$ \_\_\_\_\_

Will this request change the dollar amount of the contract?  Yes  No

If yes, give the total contract amount including change orders and proposed change: \$ \_\_\_\_\_

The proposed request will do the following to overall MWBE participation (please check one):

Increase  Decrease  No Change

Name of sub consultant: \_\_\_\_\_

Service provided: \_\_\_\_\_

### **Proposed Action:**

\_\_\_\_ Replace sub consultant

\_\_\_\_ Perform work in-house

For the above actions, you must provide one of the following reasons (Please check applicable reason):

\_\_\_\_ The listed MBE/WBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract.

\_\_\_\_ The listed MBE/WBE is bankrupt or insolvent.

\_\_\_\_ The listed MBE/WBE fails or refuses to perform his/her subcontract or furnish the listed materials.

\_\_\_\_ The work performed by the listed subconsultant is unsatisfactory according to industry standards and is not in accordance with the plans and specifications; or the subconsultant is substantially delaying or disrupting the progress of the work.

*If replacing sub consultant:*

Name of replacement sub consultant: \_\_\_\_\_

Is the subconsultant a certified MWBE ? \_\_\_ Yes \_\_\_ No

***If no, please attach documentation of outreach efforts employed by the firm to utilize an MWBE.***

Dollar amount of original consultant contract \$ \_\_\_\_\_

Dollar amount of amended consultant contract \$ \_\_\_\_\_

\_\_\_ Increase total dollar amount of work  
\_\_\_ Decrease total dollar amount of work

\_\_\_ Add as an additional sub  
consultant\*

Please describe reason for requested action: \_\_\_\_\_

\_\_\_\_\_

*\*If adding additional sub consultant:*

Is the sub consultant a certified MWBE? \_\_\_ Yes \_\_\_ No

***If no, please attach documentation of outreach efforts employed by the firm to utilize an MWBE.***

Dollar amount of original consultant contract \$ \_\_\_\_\_

Dollar amount of amended consultant contract \$ \_\_\_\_\_

**Interoffice Use Only:**

**Approval\_Y\_N**

**Date** \_\_\_\_\_

**Signature** \_\_\_\_\_

<b>Pay Application No.</b> _____ <b>Purchase Order No.</b> _____
---

**Proof of Payment Certification**  
**MWBE Contractors, Suppliers, Service Providers**

Project Name: \_\_\_\_\_

Prime Service Provider: \_\_\_\_\_

Current Contract Amount (including change orders): \$\_\_\_\_\_

Requested Payment Amount for this Period: \$\_\_\_\_\_

Is this the final payment? \_\_\_ Yes \_\_\_ No

Firm Name	MWBE Category*	Total Amount Paid from this Pay Request	Total Contract Amount	Total Amount Remaining

\*Minority categories: Black, African American (B), Hispanic or Latino (L), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (S) Disabled (D) Date: \_\_\_\_\_

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

Certified By: \_\_\_\_\_  
Name  
 \_\_\_\_\_  
Title  
 \_\_\_\_\_  
Signature





# City of Greenville, North Carolina

Meeting Date: 09/08/2022

---

**Title of Item:** Award a Design Contract for Task Order #1 to Moffatt & Nichol for the Town Common Bulkhead and Esplanade Replacement Project

**Explanation:** The existing bulkhead at the Town Common has reached the end of its serviceable life. The bulkhead is a critical piece of infrastructure that protects the Town Common from erosion and flooding from the Tar River. In anticipation of future development at the Town Common, a Structural Condition Assessment of the bulkhead was completed in June of 2022. This report found the bulkhead to be in poor condition and recommended replacement.

Staff issued a Request for Proposals to secure an engineering firm to design and permit a new bulkhead and esplanade, which is the walkway connected to the bulkhead. Staff have selected Moffatt & Nichol as the most qualified firm to complete this work. Presented for consideration is Task Order #1 with Moffatt & Nichol for performance of the following:

- Production of several design alternatives for the bulkhead
- Probable cost estimates for bulkhead construction
- Public input session on proposed bulkhead design

Once a preferred alternative has been selected staff will negotiate Task Order #2 which will result in construction documents and completion of required permitting to allow construction to commence.

The proposed project will be funded through the dollars appropriated through the Federal American Rescue Plan Act.

**Fiscal Note:** Funding of \$194,788.00 has been allocated to Task Order #1 from American Rescue Plan Act dollars.

**Recommendation:** Approve the Design contract with Moffatt & Nichol for Task Order #1 of the Town Common Bulkhead and Esplanade Project for \$194,788.00

---

## ATTACHMENTS

 [1169870 - Town\\_Common\\_Bulkhead\\_Task\\_Order\\_1\\_DD\\_Contract - CAO \(002\) - 1 - COG.DOCX](#)

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Laws and Regulations.

AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE



and

Issued and Published Jointly by



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*A Practice Division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC User's Guide to the Owner-Engineer Agreement, EJCDC E-001, 2009 Edition.

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## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 – SERVICES OF ENGINEER .....	1
1.01 Scope .....	1
ARTICLE 2 – OWNER’S RESPONSIBILITIES .....	1
2.01 General .....	1
ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES .....	2
3.01 Commencement.....	2
3.02 Time for Completion .....	2
ARTICLE 4 – INVOICES AND PAYMENTS .....	2
4.01 Invoices .....	2
4.02 Payments .....	2
ARTICLE 5 – OPINIONS OF COST .....	3
5.01 Opinions of Probable Construction Cost .....	3
5.02 Designing to Construction Cost Limit.....	3
5.03 Opinions of Total Project Costs .....	3
ARTICLE 6 – GENERAL CONSIDERATIONS .....	4
6.01 Standards of Performance .....	4
6.02 Design Without Construction Phase Services .....	5
6.03 Use of Documents .....	5
6.04 Insurance .....	6
6.05 Suspension and Termination.....	7
6.06 Controlling Law .....	9
6.07 Successors, Assigns, and Beneficiaries .....	9
6.08 Dispute Resolution .....	9
6.09 Environmental Condition of Site.....	10
6.10 Indemnification and Mutual Waiver.....	10
6.11 Miscellaneous Provisions.....	11
ARTICLE 7 – DEFINITIONS.....	12
7.01 Defined Terms .....	12
ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS .....	15
8.01 Exhibits Included.....	15
8.02 Total Agreement.....	15
8.03 Designated Representatives .....	16
8.04 Engineer's Certifications .....	16



**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ , \_\_\_\_\_ (“Effective Date”) between  
\_\_\_\_\_  
City of Greenville, NC (“Owner”) and  
\_\_\_\_\_  
Moffatt & Nichol (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

\_\_\_\_\_  
The Town Common Bulkhead and Esplanade Project ("Project").

Engineer's services under this Agreement are generally identified as follows:  
\_\_\_\_\_  
Design development of shoreline stabilization alternatives and associated cost estimates.

Owner and Engineer further agree as follows:

**ARTICLE 1 – SERVICES OF ENGINEER**

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 – OWNER’S RESPONSIBILITIES**

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Exhibit C.

- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

### **ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES**

#### *3.01 Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

#### *3.02 Time for Completion*

- A. Engineer shall complete its obligations within six months after issuance of notice to proceed from the Owner.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

### **ARTICLE 4 – INVOICES AND PAYMENTS**

#### *4.01 Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt and approval.

#### *4.02 Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt and approval of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
  2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.
- D. *Legislative Actions:* ~~If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.~~

## ARTICLE 5 – OPINIONS OF COST

### 5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator as provided in Exhibit B.

### 5.02 *Designing to Construction Cost Limit*

- A. ~~If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.~~

### 5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

## ARTICLE 6 – GENERAL CONSIDERATIONS

### 6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer’s services.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer’s services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
  - 1. Engineer and Owner shall comply with applicable Laws and regulations.
  - 2. Prior to the Effective Date, Owner provided to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's performance of services under this Agreement. Engineer shall comply with such policies and procedures, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
  - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner’s responsibilities or to Engineer’s scope of services, times of performance, or compensation.
- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. The general conditions for any construction contract documents prepared hereunder are to be the “Standard General Conditions of the Construction Contract” as prepared by the Engineers Joint



Contract Documents Committee (EJCDC C-700, 2007 Edition) unless both parties mutually agree to use other general conditions by specific reference in Exhibit J.

- H. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.
- I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- K. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.
- L. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

#### 6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, review and response to Contractor claims, contract administration, processing Change Orders, revisions to the Contract Documents during construction, construction surety bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase engineering or professional services except for those services that are expressly required of Engineer in Exhibit A, Paragraph A1.05.

#### 6.03 *Use of Documents*

- A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.

- B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. If the parties agree to other electronic transmittal procedures, such are set forth in Exhibit J.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- F. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

#### 6.04 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

- B. ~~Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies and as loss payees on any property insurance policies carried by Owner which are applicable to the Project.~~
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- D. ~~Owner and Engineer shall each deliver to the other~~ certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and its Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds, additional insureds, or loss payees thereunder.
- F. All policies of insurance shall ~~contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner and Engineer and to each other additional insured (if any) to which a certificate of insurance has been issued.~~
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 *Suspension and Termination*

- A. *Suspension:*
  - 1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
  - 2. By Engineer: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of Engineer.
- B. *Termination:* The obligation to provide further services under this Agreement may be terminated:
  - 1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- b. By Engineer:
  - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
  - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
  - 3) Engineer shall have no liability to Owner on account of such termination.
- c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience,

- a. By Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination:*

- 1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.
- 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly

attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

#### 6.06 *Controlling Law*

- A. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

#### 6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
  - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.
  - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
  - 3. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

#### 6.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to ~~invoking the procedures of Exhibit H or other provisions of this Agreement,~~ or exercising their rights under law.
- B. ~~If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.~~

## 6.09 *Environmental Condition of Site*

- A. ~~Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.~~
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

## 6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. ~~This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."~~

- B. ~~*Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.~~
- C. *Environmental Indemnification:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. ~~*Percentage Share of Negligence:* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.~~
- E. *Mutual Waiver:* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

#### 6.11 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

- E. *Accrual of Claims*: To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

## ARTICLE 7 – DEFINITIONS

### 7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
  2. *Agreement* – This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
  3. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
  4. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
  5. *Construction Contract* – The entire and integrated written agreement between Owner and Contractor concerning the Work.
  6. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner’s costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
  7. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.



8. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.
9. *Contract Documents* – Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
10. *Contractor* – The entity or individual with which Owner has entered into a Construction Contract.
11. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
12. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
13. *Effective Date* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
14. *Engineer* – The individual or entity named as such in this Agreement.
15. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
16. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
17. *Owner* – The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
18. *PCBs* – Polychlorinated biphenyls.
19. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.
20. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

21. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
22. *Record Drawings* – Drawings depicting the completed Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
23. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
24. *Resident Project Representative* – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
25. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
26. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
27. *Site* – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
28. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
29. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
30. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
31. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

32. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.
33. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

## **ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS**

### 8.01 *Exhibits Included:*

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- ~~D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.~~
- E. Exhibit E, Notice of Acceptability of Work.
- ~~F. Exhibit F, Construction Cost Limit.~~
- G. Exhibit G, Insurance.
- ~~H. Exhibit H, Dispute Resolution.~~
- ~~I. Exhibit I, Limitations of Liability.~~
- J. Exhibit J, Special Provisions.
- K. Exhibit K, Amendment to Owner-Engineer Agreement.
- L. Exhibit L, Coronavirus State and Local Fiscal Recovery Funds Addendum.

***[NOTE TO USER: If an exhibit is not included, indicate "not included" after the listed exhibit item]***

### 8.02 *Total Agreement:*

- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This

Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives:*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications:*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
  - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.**

Owner: \_\_\_\_\_

Engineer: \_\_\_\_\_

By: Ann Wall

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

Title: City Manager

Title: \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Engineer License or Firm's  
Certificate No. \_\_\_\_\_

State of: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

2000 Cedar Ln

\_\_\_\_\_

Greenville, NC 27858

\_\_\_\_\_

Designated Representative (Paragraph 8.03.A):

Designated Representative (Paragraph 8.03.A):

Mark Nottingham

\_\_\_\_\_

Title: Parks Planner

Title: \_\_\_\_\_

Phone Number: 252-329-4242

Phone Number: \_\_\_\_\_

Facsimile Number: 252-329-4062

Facsimile Number: \_\_\_\_\_

E-Mail Address: mnottingham@greenvillenc.gov

E-Mail Address: \_\_\_\_\_

**APPROVED AS TO FORM:**

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

DATE: \_\_\_\_\_

**PRE-AUDIT CERTIFICATION:**

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

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

DATE: \_\_\_\_\_

Account Number(s): \_\_\_\_\_

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

This is **EXHIBIT A**, consisting of \_\_\_\_\_ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated \_\_\_\_\_, \_\_\_\_\_.

## **Engineer's Services**

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Article 1 of the Agreement is supplemented to include the following agreement of the parties:

~~Engineer shall provide Basic and Additional Services as set forth below.~~

### **PART 1 – BASIC SERVICES**

**Scope of Work shall include items outlined in the August 19, 2022 Proposal from Moffatt & Nichol, titled: Town Common Bulkhead & Esplanade Project – Task 1 Design Development**

**This Scope of Work document is as follows on the next 4 pages.**



4700 Falls of Neuse Road, Suite 300  
Raleigh, NC 27609

(919) 781-4626  
www.moffattnichol.com

August 19, 2022

City of Greenville  
Recreation & Parks Department  
2000 Cedar Lane  
Greenville, NC 27858

Attn: Mr. Mark Nottingham, AICP, Parks Planner

**Subject: Town Common Bulkhead & Esplanade Project – Task 1 Design Development**

Dear Mr. Nottingham:

Moffatt & Nichol (M&N) is pleased to provide this fee proposal for the above referenced project. The City of Greenville (COG) has requested M&N prepare this proposal for engineering services to support the development of shoreline stabilization alternatives and associated cost estimates, with the goal of selecting a preferred alternative to advance into final design.

### **Project Understanding**

The existing bulkhead at Town Common is reaching the end of its anticipated service life and the COG is undertaking a project to replace the bulkhead and esplanade. The project is being contracted in three phases. This proposal encompasses the first phase, Concept Design Development, which is to develop up to four (4) shoreline alternative concepts, gather input from stakeholders and the community, and provide a preferred alternative concept. Future phases will focus on preparing final construction documents, and construction administration.

During this phase, shoreline alternatives will be developed with the goal of improving public access along the riverfront and establishing opportunities for water-based infrastructure and activities. Flood protection and overall resiliency of the shoreline alternatives will be a primary consideration. The alternatives may consist of a replacement bulkhead of varying materials, a tiered bulkhead system, gravity structures, sloped structures or green infrastructure such as living shorelines/ or a combination of approaches.

The City has indicated a project budget of \$8.5 to 9 million based on M&N findings in the bulkhead inspection report. The current commodity pricing resulting from supply constraints as observed on bid openings of recent waterfront projects, suggests that a phased approach may be taken to offset budget constraints. Additional funding encumbered through the application and award of recreational, maritime, and resiliency grants is another opportunity to offset budget shortfall. This proposal includes a grant funding investigation to evaluate the potential to obtain this additional funding.

Town Common is a highly visible community space and therefore the engagement of the public and stakeholder groups will be performed to inform and identify a preferred shoreline alternative. The COG has requested this engagement process be confined to a single in-person meeting to review and gather input on concept figures and cost estimates, which is reflected in the proposal.

The critical schedule milestone for this project identified by COG is having an executed construction contract in late fall 2024 based on funding requirements. The M&N team will support the COG to achieving this milestone schedule.



### Project Team

M&N will complete this phase of the project with assistance from team partners The East Group (TEG), and Geodynamics. Future phases of this project will include our other team partners BREE & Associates, and Terracon.

It is anticipated that the following team members will perform the primary roles on this phase of the project.

Role	Individual	Company
Project Manager	Daniel Jacobson, PE, SE	Moffatt & Nichol
Assistant Project Manager	Mike Winters, PE	Moffatt & Nichol
Project Principle	Patrick Graney, PE	Moffatt & Nichol
Quality Manager	Mark Pirrello, PE	Moffatt & Nichol
Landscape Architect	Myriah Shewchuk, PLA, LEED AP	The East Group
Hydrographic Survey Lead	Chris Freeman, PLS	Geodynamics

### Scope of Work

The following tasks are anticipated to meet the objectives of this phase of the project:

- Topographic Survey:** M&N's sub-consultant, Geodynamics, will perform a hydrographic survey of the Tar River in the vicinity of the bulkhead that will support the development of shoreline alternatives and the hydraulic modeling to be performed to evaluate sloped system or living shoreline concepts as well as complete the FEMA "no-rise" study.
- Initial Review / Meetings / Site Visits:** M&N and TEG will perform a site visit to Town Common with representatives of the COG as part of a Design Kick-Off meeting to become familiar with site conditions, park usage, and project goals. M&N will research available historical drawings, previous plans, and site investigations to develop initial alternatives. After developing initial ranges of alternatives, M&N and TEG will meet with the COG on-site to discuss the alternatives and select which alternatives will be advanced to concept design. Throughout this phase of the project, M&N and TEG will conduct bi-weekly virtual meetings with the COG to discuss project progress. M&N will develop agendas and distribute minutes for all project meetings.
- Design Alternatives:** M&N will perform preliminary engineering and design for up to four (4) shoreline concepts. Preliminary alternative engineering analyses will be performed for the bulkhead concepts, retaining walls concepts, and preliminary sloped/living shoreline concepts. For the later concept, one-dimension hydraulic modeling (HEC-RAS or similar model) will be executed to support the evaluation and future FEMA "no-rise" certification. Permitting constraints and challenges will be considered when shoreline alternatives are developed.
- Concept Figures:** M&N will develop concept level plans and cross sections showing the major elements of the project to confirm the project scope with the COG up to four (4) shoreline concepts. The figures will be to a level that provides adequate definition and details to clearly present the overall project scope. Graphics of the plan and cross sectionals views of the concepts will be prepared to support the public engagement process.
- Grant Funding:** M&N will identify potential grant funding sources for the project, including eligibility criteria, funding limitations, and timeline. M&N will prepare a matrix of findings highlighting funding

programs relative to project components and review grant strategy with the COG. Additionally, M&N will initiate pre-application discussions with grant entities and refine grant strategy based on input.

- **Opinion of Probable Cost:** M&N will develop a preliminary opinion of probable cost of the four (4) shoreline concepts based on recent project experience, manufacturer's budgetary estimates, and other available cost sources. A 30% contingency will be applied at this phase.
- **Quality Assurance/Quality Control:** As an ISO 9001 certified company, M&N has a formal Quality Management System (QMS) and documented set of Project Management Procedures that are utilized for every project we complete. This process involves technical reviews of all calculations, drawings, specifications, opinions of probable costs, and other submittals.

**Public Engagement & Presentation Meetings:** M&N and TEG will prepare for and participate in an in-person public meeting presenting the up to four (4) Alternative Concepts to stakeholders for input. After receiving public feedback, M&N and TEG will work with the COG and other stakeholders to select a preferred design alternative, and develop a final concept. M&N and TEG will prepare for and participate in a final presentation of the selected concept to the COG.

- **Summary Letter Report:** The M&N team will prepare a letter report with supporting graphics that summarizes the field investigations, the basis of design parameters, concept development, the public engagement process, the selection of the preferred alternatives, the opinion of probable cost, and permit, grant, and implementation strategies.

### Deliverables

M&N will provide electronic deliverables in PDF format to include the following:

- Plan and Cross Section Figures for up to four (4) shoreline concepts
- Opinion of Probable Costs for up to four (4) shoreline concepts
- Grant Matrix
- Letter report

### Schedule

M&N will commence with the executed contract and notice to proceed from COG. It is anticipated that this work can be completed in a 4-to-6-month time period.

### Assumptions

- M&N will not perform detailed design engineering calculations or prepare construction documents as part of the development of these shoreline alternatives.
- The existing available geotechnical data and recommendations performed by Terracon in the report dated February 11, 2022 is adequate for development of concepts. During future project phases, additional geotechnical recommendations might be required for detailed design based on the selected alternative, though additional borings are not anticipated at this time.
- Environmental permitting services are not included in this scope of services.
- Topographic survey of Town Common, the esplanade, the boat ramp, and other areas are not included in this scope of services. It is assumed that available topographic surveys of these areas will be provided.
- Grant applications and post-award grant documentation are not included in this scope of services.
- A project specific website, survey, social media campaign, or public involvement plan are not included in this scope of services.
- The COG will advertise all public meetings and make the concept figures available to the public on a COG website prior to public meetings.

**Fee Proposal**

The professional services outlined in this proposal will be performed on a lump sum basis and broken out as follows.

Phase/Task	Hours	Proposed Fee
<b>Concept Design Development</b>		
Task 1: Initial Review / Meetings / Site Visit	138	\$24,700.00
Task 2: Design Alternatives	170	\$28,230.00
Task 3: Concept Figures	140	\$23,900.00
Task 4: Grant Funding	42	\$7,630.00
Task 5: Opinion of Probable Cost	44	\$6,820.00
Task 6: Quality Assurance/Quality Control	10	\$1,970.00
Task 7: Public Engagement & Presentations	96	\$16,990.00
<b>Concept Design Development Total</b>	<b>640</b>	<b>\$110,240.00</b>
<b>Subconsultants</b>		
The East Group	362	\$52,000.00
Geodynamics	138	\$24,652.00
<b>Subconsultants Subtotal</b>	<b>500</b>	<b>\$76,862.00</b>
10% Markup		\$7,686.00
<b>Subconsultants Total</b>		<b>\$84,548.00</b>
<b>Total Proposed Fee</b>	<b>1,140</b>	<b>\$194,788.00</b>

We look forward to hearing from you soon concerning this project. Should you have any questions, or require any additional information, please do not hesitate to call me at (919) 781-4626.

Sincerely,  
MOFFATT & NICHOL

Daniel Jacobson, PE, SE  
Project Manager

Encl: Proposal from The East Group  
Hydrographic Survey Proposal from Geodynamics



## ~~A1.01 Study and Report Phase~~

### ~~A. Engineer shall:~~

- ~~1. Consult with Owner to define and clarify Owner's requirements for the Project and available data.~~
- ~~2. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B which are not part of Engineer's Basic Services.~~
- ~~3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer, including but not limited to mitigating measures identified in the environmental assessment.~~
- ~~4. Identify and evaluate [insert specific number or list here] alternate solutions available to Owner and, after consultation with Owner, recommend to Owner those solutions which in Engineer's judgment meet Owner's requirements for the Project.~~
- ~~5. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed to requirements, considerations involved, and those alternate solutions available to Owner which Engineer recommends. For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a summary of allowances for other items and services included within the definition of Total Project Costs.~~
- ~~6. Perform or provide the following additional Study and Report Phase tasks or deliverables: [here list any such tasks or deliverables]~~
- ~~7. Furnish \_\_\_\_\_ review copies of the Report and any other deliverables to Owner within calendar days of the Effective Date and review it with Owner. Within \_\_\_ calendar days of receipt, Owner shall submit to Engineer any comments regarding the Report and any other deliverables.~~
- ~~8. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and furnish \_\_\_ copies of the revised Report and any other deliverables to the Owner within \_\_\_ calendar days of receipt of Owner's comments.~~

~~B. Engineer's services under the Study and Report Phase will be considered complete on the date when the revised Report and any other deliverables have been delivered to Owner.~~

## ~~A1.02 Preliminary Design Phase~~

~~A. After acceptance by Owner of the Report and any other deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope,~~

~~extent, character, or design requirements of the Project desired by Owner, and upon written authorization from Owner, Engineer shall:~~

- ~~1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.~~
- ~~2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.~~
- ~~3. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.~~
- ~~4. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.~~
- ~~5. Perform or provide the following additional Preliminary Design Phase tasks or deliverables:  
*[here list any such tasks or deliverables]*~~
- ~~6. Furnish \_\_\_ review copies of the Preliminary Design Phase documents and any other deliverables to Owner within \_\_\_ calendar days of authorization to proceed with this phase, and review them with Owner. Within \_\_\_ calendar days of receipt, Owner shall submit to Engineer any comments regarding the Preliminary Design Phase documents and any other deliverables.~~
- ~~7. Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner \_\_\_ copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within \_\_\_ calendar days after receipt of Owner's comments.~~

~~B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.~~

#### ~~A1.03—Final Design Phase~~

- ~~A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:~~
- ~~1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.~~
  - ~~2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction~~

to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.

- ~~3. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.~~
- ~~4. Perform or provide the following additional Final Design Phase tasks or deliverables: [here list any such tasks or deliverables]~~
- ~~5. Prepare and furnish bidding documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Within \_\_\_ days of receipt, Owner shall submit to Engineer any comments and, subject to the provisions of Paragraph 6.01.G, instructions for revisions.~~
- ~~6. Revise the bidding documents in accordance with comments and instructions from the Owner, as appropriate, and submit \_\_\_ final copies of the bidding documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner within \_\_\_ calendar days after receipt of Owner's comments and instructions.~~

~~B. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by Paragraph A1.03.A.6 have been delivered to Owner.~~

~~C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.~~

~~D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is \_\_\_\_\_. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.~~

#### ~~A1.04 Bidding or Negotiating Phase~~

~~A. After acceptance by Owner of the bidding documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:~~

- ~~1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have~~

been issued, attend pre bid conferences, if any, and receive and process contractor deposits or charges for the bidding documents.

- ~~2. Issue addenda as appropriate to clarify, correct, or change the bidding documents.~~
- ~~3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.~~
- ~~4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.~~
- ~~5. If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.~~
- ~~6. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.~~
- ~~7. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables: [here list any such tasks or deliverables]~~

~~B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).~~

#### ~~A1.05 Construction Phase~~

~~A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:~~

- ~~1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.~~
- ~~2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D. *[If Engineer will not be providing the services of an RPR, then delete this Paragraph 2 by inserting the word "DELETED" after the paragraph title, and do not include Exhibit D.]*~~

- ~~3. *Selecting Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.0.~~
- ~~4. *Pre-Construction Conference:* Participate in a Pre-Construction Conference prior to commencement of Work at the Site.~~
- ~~5. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.~~
- ~~6. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.~~
- ~~7. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
  - ~~a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.~~
  - ~~b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any~~~~



~~Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.~~

- ~~8. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.~~
- ~~9. *Clarifications and Interpretations; Field Orders:* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.~~
- ~~10. *Change Orders and Work Change Directives:* Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.~~
- ~~11. *Shop Drawings and Samples:* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.~~
- ~~12. *Substitutes and "or equal":* Evaluate and determine the acceptability of substitute or "or equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.~~
- ~~13. *Inspections and Tests:* Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.~~
- ~~14. *Disagreements between Owner and Contractor:* Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to~~

~~resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.~~

~~15. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:~~

~~a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).~~

~~b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.~~

~~16. *Contractor's Completion Documents:* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph~~

~~A1.05.A.11, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in Paragraph A1.05.A.11.~~

~~17. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.~~

~~18. *Additional Tasks:* Perform or provide the following additional Construction Phase tasks or deliverables: [here list any such tasks or deliverables].~~

~~19. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of Paragraph A1.05.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.~~

~~B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.~~

~~C. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.~~

#### ~~A1.06 *Post Construction Phase*~~

~~A. Upon written authorization from Owner during the Post Construction Phase Engineer shall:~~

~~1. Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective Work, if any.~~

~~2. Together with Owner or Owner's representative, visit the Project within one month before the end of the correction period to ascertain whether any portion of the Work is subject to correction.~~

~~3. Perform or provide the following additional Post-Construction Phase tasks or deliverables:  
{Here list any such tasks or deliverables}~~

~~B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.~~

## **PART 2 – ADDITIONAL SERVICES**

### *A2.01 Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Paragraph A1.01.A.4.
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use.
7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining

- process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
8. Furnishing services of Consultants for other than Basic Services.
  9. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
  10. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.
  11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
  12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
  13. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.
  14. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.6, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
  15. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.
  16. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
  17. Preparing Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to Owner.
  18. Preparation of operation and maintenance manuals.
  19. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
  20. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
  21. Assistance in connection with the adjusting of Project equipment and systems.

22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.
24. Overtime work requiring higher than regular rates.
25. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

*A2.02—Additional Services Not Requiring Owner's Written Authorization*

- ~~A. Engineer shall advise Owner in advance that Engineer is will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.~~
- ~~1. Services in connection with work change directives and change orders to reflect changes requested by Owner.~~
  - ~~2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.~~
  - ~~3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.~~
  - ~~4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.~~
  - ~~5. Services (other than Basic Services during the Post Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.~~
  - ~~6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.~~
  - ~~7. Services during the Construction Phase rendered after the original date for completion of the Work referred to in A1.05.B.~~

- ~~8. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.~~
- ~~9. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.~~

This is **EXHIBIT B**, consisting of \_\_\_\_ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated \_\_\_\_, \_\_\_\_.

## **Owner's Responsibilities**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties.

- B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:
- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
  - B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
  - C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
    - 1. Property descriptions.
    - 2. Zoning, deed, and other land use restrictions.
    - 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
    - 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
    - 5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
    - 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
  - D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the



scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.

- E. ~~Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.~~
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
  - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
  - 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
  - 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
- J. Place and pay for advertisement for Bids in appropriate publications.
- K. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- L. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- M. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

- N. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- O. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Project.
- P. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- Q. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
- R. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- S. Perform or provide the following additional services: *[Here list any such additional services]*.

This is **EXHIBIT C**, consisting of \_\_\_\_\_ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated \_\_\_\_\_, \_\_\_\_.

**Payments to Engineer for Services and Reimbursable Expenses**  
**COMPENSATION PACKET BC-2: Basic Services – Standard Hourly Rates**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties:

**ARTICLE 2 – OWNER’S RESPONSIBILITIES**

**C2.01 Compensation For Basic Services (~~other than Resident Project Representative~~) – Standard Hourly Rates Method of Payment**

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as shown in the fee proposal dated August 19, 2022, which shows a total proposed fee of \$194,788.00 (*one hundred ninety-four thousand seven hundred and eighty-eight dollars*):

- ~~1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants’ charges, if any.~~
- ~~2. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.~~
- ~~3. The total compensation for services under Paragraph C2.01 is estimated to be \$ 0.~~
  - ~~a. Study and Report Phase \_\_\_\_\_ \$ \_\_\_\_\_~~
  - ~~b. Preliminary Design Phase \_\_\_\_\_ \$ \_\_\_\_\_~~
  - ~~c. Final Design Phase \_\_\_\_\_ \$ \_\_\_\_\_~~
  - ~~d. Bidding or Negotiating Phase \_\_\_\_\_ \$ \_\_\_\_\_~~
  - ~~e. Construction Phase \_\_\_\_\_ \$ \_\_\_\_\_~~
  - ~~f. Post-Construction Phase \_\_\_\_\_ \$ \_\_\_\_\_~~
- ~~4. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.~~

5. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses and Engineer's Consultants' charges.
6. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.
7. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (as of \_\_\_) to reflect equitable changes in the compensation payable to Engineer.

*C2.02 Compensation For Reimbursable Expenses*

- ~~A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.~~
- ~~B. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project related items in addition to those required under Exhibit A. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.~~
- ~~C. The amounts payable to Engineer for Reimbursable Expenses will be the Project related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of \_\_\_\_.~~

*C2.03 Other Provisions Concerning Payment*

- ~~A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of \_\_\_\_.~~
- ~~B. Factors. The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.~~

~~C. Estimated Compensation Amounts:~~

- ~~1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.~~
- ~~2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.~~

~~D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.~~

**COMPENSATION PACKET RPR-2:  
Resident Project Representative – Standard Hourly Rates**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties:

~~C2.04 – Compensation for Resident Project Representative Basic Services – Standard Hourly Rates – Method of Payment~~

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~~A. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:~~

- ~~1. Resident Project Representative Services: For services of Engineer's Resident Project Representative under Paragraph A1.05A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this Paragraph is estimated to be \$ \_\_\_\_\_ based upon full time RPR services on an eight hour workday, Monday through Friday, over a \_\_\_ day construction schedule.~~

~~B. Compensation for Reimbursable Expenses:~~

- ~~1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.~~
- ~~2. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; ; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project related items in addition to those required under Exhibit A. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.~~
- ~~3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of \_\_\_\_\_.~~
- ~~4. The Reimbursable Expenses Schedule will be adjusted annually (as of \_\_\_\_\_) to reflect equitable changes in the compensation payable to Engineer.~~

~~C. Other Provisions Concerning Payment Under this Paragraph C2.04:~~

- ~~1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of \_\_\_\_\_.~~
- ~~2. Factors: The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.~~
- ~~3. Estimated Compensation Amounts:
  - ~~a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.~~
  - ~~b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.~~~~
- ~~4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.~~

**COMPENSATION PACKET AS-1:  
Additional Services – Standard Hourly Rates**

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**Article 2 of the Agreement is supplemented to include the following agreement of the parties:**

**C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment**

~~A. Owner shall pay Engineer for Additional Services, if any, as follows:~~

- ~~1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.~~

~~B. *Compensation For Reimbursable Expenses:*~~

- ~~1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.~~
- ~~2. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.~~
- ~~3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of \_\_\_\_\_.~~
- ~~4. The Reimbursable Expenses Schedule will be adjusted annually (as of \_\_\_\_\_) to reflect equitable changes in the compensation payable to Engineer.~~

~~C. *Other Provisions Concerning Payment For Additional Services:*~~

- ~~1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of \_\_\_\_\_.~~



- ~~2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.~~
- ~~3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.~~

This is **Appendix 1 to EXHIBIT C**, consisting of \_\_\_ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated \_\_\_\_\_, \_\_\_\_\_.

**Reimbursable Expenses Schedule**

Current agreements for engineering services stipulate that the Reimbursable Expenses are subject to review and adjustment per Exhibit C. Reimbursable expenses for services performed on the date of the Agreement are:

Fax	\$ _____/page
8"x11" Copies/Impressions	_____/page
Blue Print Copies	_____/sq. ft.
Reproducible Copies (Mylar)	_____/sq. ft.
Reproducible Copies (Paper)	_____/sq. ft.
Mileage (auto)	_____/mile
Field Truck Daily Charge	_____/day
Mileage (Field Truck)	_____/mile
Field Survey Equipment	_____/day
Confined Space Equipment	_____/day plus expenses
Resident Project Representative Equipment	_____/month
Specialized Software	_____/hour
CAD Charge	_____/hour
CAE Terminal Charge	_____/hour
Video Equipment Charge	_____/day, \$ _____/week, or \$ _____/month
Electrical Meters Charge	_____/week, or \$ _____/month
Flow Meter Charge	_____/week, or \$ _____/month
Rain Gauge	_____/week, or \$ _____/month
Sampler Charge	_____/week, or \$ _____/month
Dissolved Oxygen Tester Charge	_____/week
Fluorometer	_____/week
Laboratory Pilot Testing Charge	_____/week, or \$ _____/month
Soil Gas Kit	_____/day
Submersible Pump	_____/day
Water Level Meter	_____/day, or \$ _____/month
Soil Sampling	_____/sample
Groundwater Sampling	_____/sample
Health and Safety Level D	_____/day
Health and Safety Level C	_____/day
Electronic Media Charge	_____/hour
Long Distance Phone Calls	at cost
Mobile Phone	_____/day
Meals and Lodging	at cost

*[Note to User: Customize this Schedule to reflect anticipated reimbursable expenses on this specific Project]*

This is **Appendix 2 to EXHIBIT C**, consisting of \_\_\_ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated \_\_\_\_\_, \_\_\_\_\_.

**Standard Hourly Rates Schedule**

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A. *Standard Hourly Rates:*

- 1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
- 2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

<b>Billing Class VIII</b>	\$ _____/hour
<b>Billing Class VII</b>	_____/hour
<b>Billing Class VI</b>	_____/hour
<b>Billing Class V</b>	_____/hour
<b>Billing Class IV</b>	_____/hour
<b>Billing Class III</b>	_____/hour
<b>Billing Class II</b>	_____/hour
<b>Billing Class I</b>	_____/hour
<b>Support Staff</b>	_____/hour

This is **EXHIBIT D**, consisting of \_\_\_\_\_ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated \_\_\_\_\_, \_\_\_\_\_.

*[Note to User: Delete this Exhibit D if Engineer will not be providing Resident Project Representative Services under Paragraph A1.05.A.2]*

## **Duties, Responsibilities, and Limitations of Authority of Resident Project Representative**

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Article 1 of the Agreement is supplemented to include the following agreement of the parties:

### *D1.01 Resident Project Representative*

- C. ~~Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree.~~
- D. ~~Through RPR's observations of Contractor's work in progress and field checks of materials and equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such RPR field checks or as a result of such RPR observations of Contractor's work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for security or safety at the Site, for safety precautions and programs incident to any contractor's work in progress, or for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's performing and furnishing of its work. The Engineer (including RPR) neither guarantee the performances of any contractor nor assumes responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific terms set forth in Paragraph A1.05 of Exhibit A of the Agreement are applicable.~~
- E. The duties and responsibilities of the RPR are as follows:
  - 1. ~~General: RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.~~
  - 2. ~~Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.~~

- ~~3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.~~
- ~~4. *Liaison:*~~
  - ~~a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the intent of the Contract Documents.~~
  - ~~b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.~~
  - ~~c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.~~
- ~~5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.~~
- ~~6. *Shop Drawings and Samples:*~~
  - ~~a. Record date of receipt of Samples and approved Shop Drawings.~~
  - ~~b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.~~
  - ~~c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.~~
- ~~7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.~~
- ~~8. *Review of Work and Rejection of Defective Work:*~~
  - ~~a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.~~
  - ~~b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made;~~

and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

~~9. Inspections, Tests, and System Start-ups:~~

- ~~a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.~~
- ~~b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.~~
- ~~c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.~~
- ~~d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.~~

~~10. Records:~~

- ~~a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives, addenda, additional Drawings issued subsequent to the execution of the Construction Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.~~
- ~~b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.~~
- ~~c. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.~~
- ~~d. Maintain records for use in preparing Project documentation.~~
- ~~e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.~~

~~11. Reports:~~

- ~~a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.~~

- ~~b. Draft and recommend to Engineer proposed change orders, work change directives, and field orders. Obtain backup material from Contractor.~~
  - ~~c. Furnish to Engineer and Owner copies of all inspection, test, and system start up reports.~~
  - ~~d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.~~
- ~~12. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.~~
- ~~13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.~~
- ~~14. *Completion:*~~
- ~~a. Participate in visits to the Project to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.~~
  - ~~b. Participate in a final visit to the Project in the company of Engineer, Owner, and Contractor, and prepare a final list of items to be completed and deficiencies to be remedied.~~
  - ~~c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).~~

F. Resident Project Representative shall not:

- ~~1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or equal" items).~~
- ~~2. Exceed limitations of Engineer's authority as set forth in this Agreement.~~
- ~~3. Undertake any of the responsibilities of Contractor, Subcontractors or Suppliers.~~

- ~~4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.~~
- ~~5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.~~
- ~~6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.~~
- ~~7. Accept shop drawing or sample submittals from anyone other than Contractor.~~
- ~~8. Authorize Owner to occupy the Project in whole or in part.~~



This is **EXHIBIT E**, consisting of \_\_\_\_\_ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated \_\_\_\_\_, \_\_\_\_\_.

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NOTICE OF ACCEPTABILITY OF WORK

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**PROJECT:**

**OWNER:**

**CONTRACTOR:**

**OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:**

**EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:**

**ENGINEER:**

**NOTICE DATE:**

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**To:** \_\_\_\_\_  
**Owner**

**And To:** \_\_\_\_\_  
**Contractor**

**From:** \_\_\_\_\_  
**Engineer**

The Engineer hereby gives notice to the above Owner and Contractor that the completed Work furnished and performed by Contractor under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated \_\_\_\_\_, \_\_\_\_\_, and the terms and conditions set forth in this Notice.

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

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

## **CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK**

The Notice of Acceptability of Work (“Notice”) is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the professional judgment of Engineer.
3. This Notice is given as to the best of Engineer’s knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor’s work) under Engineer’s Agreement with Owner and under the Construction Contract referred to in this Notice, and applies only to facts that are within Engineer’s knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement and Construction Contract.
5. This Notice is not a guarantee or warranty of Contractor’s performance under the Construction Contract referred to in this Notice, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents.

This is **EXHIBIT G**, consisting of \_\_\_\_\_ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated \_\_\_\_\_, \_\_\_\_\_.

## **Insurance**

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Paragraph 6.04 of the Agreement is supplemented to include the following agreement of the parties.

### G6.04 *Insurance*

A. The limits of liability for the insurance required by Paragraph 6.04.A and 6.04.B of the Agreement are as follows:

1. By Engineer:

- |  |             |
|--|-------------|
| a. Workers' Compensation:  | Statutory   |
| b. Employer's Liability --   |             |
| 1) Each Accident:  | \$100,000   |
| 2) Disease, Policy Limit:  | \$500,000   |
| 3) Disease, Each Employee:   | \$100,000   |
| c. General Liability --  |             |
| 1) Each Occurrence (Bodily Injury and Property Damage):                              | \$1,000,000 |
| 2) General Aggregate:  | \$2,000,000 |
| d. Excess or Umbrella Liability --   |             |
| 1) Each Occurrence:  | \$2,000,000 |
| 2) General Aggregate:  | \$2,000,000 |
| e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage): |             |
| Each Accident  | \$1,000,000 |
| f. Professional Liability --   |             |
| 1) Each Claim Made   | \$1,000,000 |
| 2) Annual Aggregate  | \$2,000,000 |
| g. Other (specify):  | \$ N/A      |

2. ~~By Owner:~~

a. ~~Workers' Compensation:~~ \_\_\_\_\_ ~~Statutory~~

b. ~~Employer's Liability —~~

- 1) ~~Each Accident~~ \_\_\_\_\_ \$ \_\_\_\_\_
- 2) ~~Disease, Policy Limit~~ \_\_\_\_\_ \$ \_\_\_\_\_
- 3) ~~Disease, Each Employee~~ \_\_\_\_\_ \$ \_\_\_\_\_

c. ~~General Liability —~~

- 1) ~~General Aggregate:~~ \_\_\_\_\_ \$ \_\_\_\_\_
- 2) ~~Each Occurrence (Bodily Injury and Property Damage):~~ \_\_\_\_\_ \$ \_\_\_\_\_

d. ~~Excess Umbrella Liability~~ \_\_\_\_\_`

- 1) ~~Each Occurrence:~~ \_\_\_\_\_ \$ \_\_\_\_\_
- 2) ~~General Aggregate:~~ \_\_\_\_\_ \$ \_\_\_\_\_

e. ~~Automobile Liability — Combined Single Limit (Bodily Injury and Property Damage):~~

**Each Accident:**

\$ \_\_\_\_\_

f. ~~Other (specify):~~ \_\_\_\_\_ \$ \_\_\_\_\_

B. *Additional Insureds:*

1. The following persons or entities are to be listed on Owner's general liability policies of insurance as additional insureds, and on any applicable property insurance policy as loss payees, as provided in Paragraph 6.04.B:

a. \_\_\_\_\_  
Engineer

b. \_\_\_\_\_  
Engineer's Consultant

c. \_\_\_\_\_  
Engineer's Consultant

2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability and property policies of insurance.
3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.04.A.

This is **EXHIBIT H**, consisting of \_\_\_\_\_ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated \_\_\_\_\_, \_\_\_\_\_.

## **Dispute Resolution**

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Paragraph 6.08 of the Agreement is amended and supplemented to include the following agreement of the parties:

**[NOTE TO USER: Select one of the two alternatives provided]**

### ~~H6.08 Dispute Resolution~~

~~A. *Mediation:* Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation by [insert name of mediator, or mediation service]. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.~~

**[or]**

~~A. *Arbitration:* All Disputes between Owner and Engineer shall be settled by arbitration in accordance with the [here insert the name of a specified arbitration service or organization] rules effective at the Effective Date, subject to the conditions stated below. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance with this Paragraph H6.08.A will be specifically enforceable under prevailing law of any court having jurisdiction.~~

- ~~1. Notice of the demand for arbitration must be filed in writing with the other party to the Agreement and with the [specified arbitration service or organization]. The demand must be made within a reasonable time after the Dispute has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations.~~
- ~~2. All demands for arbitration and all answering statements thereto which include any monetary claims must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than \$ \_\_\_\_\_ (exclusive of interest and costs). The arbitrators will not have jurisdiction, power, or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any Dispute if the amount in controversy in such Dispute is more than \$ \_\_\_\_\_ (exclusive of interest and costs), or to render a monetary award in response thereto against any party which totals more than \$ \_\_\_\_\_ (exclusive of interest and costs). Disputes that are~~

~~not subject to arbitration under this paragraph may be resolved in any court of competent jurisdiction.~~

- ~~3. The award rendered by the arbitrators shall be in writing, and shall include: (i) a precise breakdown of the award; and (ii) a written explanation of the award specifically citing the Agreement provisions deemed applicable and relied on in making the award.~~
- ~~4. The award rendered by the arbitrators will be consistent with the Agreement of the parties and final, and judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to appeal or modification.~~
- ~~5. If a Dispute in question between Owner and Engineer involves the work of a Contractor, Subcontractor, or consultants to the Owner or Engineer (each a "Joinable Party"), and such Joinable Party has agreed contractually or otherwise to participate in a consolidated arbitration concerning this Project, then either Owner or Engineer may join such Joinable Party as a party to the arbitration between Owner and Engineer hereunder. Nothing in this Paragraph H6.08.A.5 nor in the provision of such contract consenting to joinder shall create any claim, right, or cause of action in favor of the Joinable Party and against Owner or Engineer that does not otherwise exist.~~

This is **EXHIBIT I**, consisting of \_\_\_\_ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated \_\_\_\_, \_\_\_\_.

## **Limitations of Liability**

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Paragraph 6.10 of the Agreement is supplemented to include the following agreement of the parties:

*A. Limitation of Engineer's Liability*

**[NOTE TO USER: Select one of the three alternatives listed below for I6.10 A.1]**

1. ~~*Engineer's Liability Limited to Amount of Engineer's Compensation:* To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total compensation received by Engineer under this Agreement.~~

[or]

1. ~~*Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed \$ \_\_\_\_\_ [or]~~



1. ~~Engineer's Liability Limited to the Amount of \$ \_\_\_\_\_: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total amount of \$ \_\_\_\_\_.~~

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~~**[NOTE TO USER: If appropriate and desired, include I6.10.A.2 below as a supplement to Paragraph 6.10, which contains a mutual waiver of damages applicable to the benefit of both Owner and Engineer]**~~

2. ~~Exclusion of Special, Incidental, Indirect, and Consequential Damages: To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.10, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants, and including but not limited to:~~

~~**[NOTE TO USER: list here particular types of damages that may be of special concern because of the nature of the project or specific circumstances, e.g., cost of replacement power, loss of use of equipment or of the facility, loss of profits or revenue, loss of financing, regulatory fines, etc. If the parties prefer to leave the language general, then end the sentence after the word "employees"]**~~

~~**[NOTE TO USER: the above exclusion of consequential and other damages can be converted to a limitation on the amount of such damages, following the format of Paragraph I6.10.A.1 above, by providing that "Engineer's total liability for such damages shall not exceed \$ \_\_\_\_\_."]**~~

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~~**[NOTE TO USER: If appropriate and desired, include I6.10.A.3 below]**~~

3. ~~Agreement Not to Claim for Cost of Certain Change Orders: Owner recognizes and expects that certain Change Orders may be required to be issued as the result in whole or~~

part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the Drawings, Specifications, and other design documentation furnished by Engineer or in the other professional services performed or furnished by Engineer under this Agreement (“Covered Change Orders”). Accordingly, Owner agrees not to sue or to make any claim directly or indirectly against Engineer on the basis of professional negligence, breach of contract, or otherwise with respect to the costs of approved Covered Change Orders unless the costs of such approved Covered Change Orders exceed \_\_\_% of Construction Cost, and then only for an amount in excess of such percentage. Any responsibility of Engineer for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that Owner would have incurred if the Covered Change Order work had been included originally without any imprecision, incompleteness, error, omission, ambiguity, or inconsistency in the Contract Documents and without any other error or omission of Engineer related thereto. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, Engineer is liable for the cost of Covered Change Orders in excess of the percentage of Construction Cost stated above or for any other Change Order. Wherever used in this paragraph, the term Engineer includes Engineer’s officers, directors, members, partners, agents, employees, and Consultants.

***[NOTE TO USER: The parties may wish to consider the additional limitation contained in the following sentence.]***

Owner further agrees not to sue or to make any claim directly or indirectly against Engineer with respect to any Covered Change Order not in excess of such percentage stated above, and Owner agrees to hold Engineer harmless from and against any suit or claim made by the Contractor relating to any such Covered Change Order.]

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***[NOTE TO USER: Many professional service agreements contain mutual indemnifications. If the parties elect to provide a mutual counterpart to the indemnification of Owner by Engineer in Paragraph 6.10.A, then supplement Paragraph 6.10.B by including the following indemnification of Engineer by Owner as Paragraph 16.10.B.]***

B. ~~Indemnification by Owner:~~ To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or

~~omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.~~

This is **EXHIBIT J**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated \_\_\_\_\_, \_\_\_\_\_.

## **Special Provisions**

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The Agreement is amended to include the following agreement(s) of the parties:

### **Federal Requirements**

This Contract will be funded in whole or in part with federal funding. As such, federal laws, regulations, policies and related administrative practices apply to this Contract. The most recent of such federal requirements, including any amendments made after the execution of this Contract shall govern the Contract, unless the federal government determines otherwise. This section identifies the federal requirements that may be applicable to this contract. The Vendor is responsible for complying with all applicable provisions, updates or modifications that occur in the future relating to these clauses.

To the extent possible, the federal requirements contained in the most recent version of the Uniform Administrative Requirements for federal awards (Uniform Rules) codified at 2.C.F.R., Part 200, including any certifications and contractual provisions required by any federal statutes or regulation referenced therein to be included in this contract are deemed incorporated into this contract by reference and shall be incorporated into any sub-agreement or subcontract executed by the Vendor pursuant to its obligations under this Contract. The Vendor and its sub-contractors, if any, hereby represent and covenant that they are have complied and shall comply in the future with the applicable provisions of the original contract then in effect and with all applicable federal, state, and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to Work to be performed under this contract.

### No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

### Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

### Access to Records

The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide the City of Greenville, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- (3) The contractor agrees to provide City access to construction or other work sites pertaining to the work being completed under the contract.

#### Changes

Any change in the contract cost, modification, change order, or constructive change must be allowable, allocable, within the scope of its funding, grant or cooperative agreement, and reasonable for the completion of project scope. All changes and/or amendments to the contract will be outlined in detail, formalized in writing, and signed by the authorized representative of each party. A Contractor's failure to do so shall constitute a material breach of the contract.

#### Termination for Convenience (General Provision)

The City may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City to be paid the Contractor. If the Contractor has any property in its possession belonging to the City, the Contractor will account for the same, and dispose of it in the manner the City directs.

#### Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

#### Opportunity to Cure (General Provision)

The City in its sole discretion may, in the case of a termination for breach or default, allow the Contractor ten (10) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) calendar after receipt by Contractor of written notice from the City setting forth the nature of said breach or default, the City shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against Contractor and its sureties for said breach or default.

### Waiver of Remedies for any Breach

In the event that the City elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the City shall not limit the City's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

### Equal Opportunity

"During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, 3 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any

subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

#### Energy Conservation

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act.

#### Suspension and Debarment

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

#### Suspension and Debarment Certification

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

This is **EXHIBIT K**, consisting of \_\_\_\_\_ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated \_\_\_\_\_, \_\_\_\_\_.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT**  
**Amendment No. \_\_\_\_\_**

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: \_\_\_\_\_
- b. Owner: \_\_\_\_\_
- c. Engineer: \_\_\_\_\_
- d. Project: \_\_\_\_\_

2. *Description of Modifications:*

**[NOTE TO USER: Include the following paragraphs that are appropriate and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]**

- a. Engineer shall perform or furnish the following Additional Services:
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:
- c. The responsibilities of Owner are modified as follows:
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
- e. The schedule for rendering services is modified as follows:
- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

*[List other Attachments, if any]*



5. Agreement Summary (Reference only)

- a. Original Agreement amount: \$ \_\_\_\_\_
- b. Net change for prior amendments: \$ \_\_\_\_\_
- c. This amendment amount: \$ \_\_\_\_\_
- d. Adjusted Agreement amount: \$ \_\_\_\_\_

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is \_\_\_\_\_.

OWNER:

ENGINEER:

\_\_\_\_\_

\_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ADDENDUM**

This **CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ADDENDUM** (this “Addendum”) is entered into by and between Moffatt & Nichol (“Designer”), and The City of Greenville (“City”), and forms an integral part of the Contract (as defined in Section I hereof).

**RECITALS**

**WHEREAS**, Unit has received, either as a Recipient or Subrecipient (as each such term is defined in Section I hereof) a payment from the Coronavirus State Fiscal Recovery Fund (“State Fiscal Recovery Fund”) or Coronavirus Local Fiscal Recovery Fund (“Local Fiscal Recovery Fund” and, together with the State Fiscal Recovery Fund, the “Fiscal Recovery Funds”) established pursuant to Sections 602 and 603, respectively, of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (“ARPA”); and

**WHEREAS**, Unit intends to pay, in part or in whole, for the cost of the Contract (as defined in Section I hereof) using monies received from the Fiscal Recovery Funds; and

**WHEREAS**, in using such funds, Unit must comply with the terms of ARPA, regulations issued by the U.S. Department of the Treasury (“Treasury”) governing the expenditure of monies distributed from the Fiscal Recovery Funds (including, without limitation, the Interim Final Rule (86 Fed. Reg. 26,786 (May 17, 2021) and Final Rule (87 Fed. Reg. 4,338 (Jan. 27, 2022))), the Award Terms and Conditions applicable to the Fiscal Recovery Funds, and such other guidance as Treasury has issued or may issue governing the expenditure of monies distributed from the Fiscal Recovery Funds (collectively, the “Regulatory Requirements”); and

**WHEREAS**, pursuant to the Regulatory Requirements, Unit must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury has determined or may determine are inapplicable to the Fiscal Recovery Funds; and

**WHEREAS**, pursuant to 2 C.F.R. § 200.327, Unit must include within the Contract applicable provisions described in Appendix II to 2 C.F.R. Part 200, each of which is contained in this Addendum; and

**WHEREAS**, Unit shall not enter into the Contract or make any distributions of funds to Contractor using monies from the Fiscal Recovery Funds absent Contractor’s agreement and adherence to each term and condition contained herein.

**NOW THEREFORE**, Contractor and Unit do mutually agree as follows:

**AGREEMENTS**

**Definitions**

- A. Unless otherwise defined in this Addendum, capitalized terms used in this Addendum shall have the meanings ascribed thereto in this Section I.
  - 1. “ARPA” shall mean the American Rescue Plan Act of 2021, Pub. L. No. 117-2, as amended.
  - 2. “Administering Agency” shall have the meaning specified in 41 C.F.R. § 60-1.3.

3. “Applicant” shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: (“An applicant for Federal assistance involving a construction contract, or other participant in a program involving a construction contract as determined by regulation of an administering agency. The term also includes such persons after they become recipients of such Federal assistance.”).
4. “Construction Work” shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: (“[T]he construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.”).
5. “Contract” shall mean the legal instrument by which Unit, as a Recipient or Subrecipient, shall purchase from Contractor property or services needed to carry out a project or program under a federal award, and of which this Addendum shall constitute an integral part.
6. “Contractor” shall mean the entity named as “Contractor” in this Addendum that has received a Contract from Unit.
7. “Federally Assisted Construction Contract” shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: (“[A]ny agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the government of the United States of America for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.”).
8. “Government” shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: (“[T]he government of the United States of America.”).
9. “Laborer” or “Mechanic” shall have the meaning specified in 29 C.F.R. § 5.2(m), which is provided here for ease of reference: (“The term *laborer* or *mechanic* includes at least those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term *laborer* or *mechanic* includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards. The term does not apply to workers whose duties are primarily administrative, executive, or clerical, rather than manual. Persons employed in a bona fide executive, administrative, or professional capacity as defined in part 541 of [Title 40 of the United States Code] are not deemed to be laborers or mechanics. Working foremen who devote more than 20 percent of their time during a workweek to mechanic or laborer duties, and who do not meet the criteria of [Title 40 of the United States Code], are laborers and mechanics for the time so spent.”).
10. “Recipient” shall mean an entity that receives a federal award directly from a federal awarding agency. The term does not include subrecipients or individuals that are beneficiaries of an award.

11. "Subcontract" shall mean any agreement entered into by a Subcontractor to furnish supplies or services for the performance of this Contract or a Subcontract. It includes, but is not limited to, purchase orders and changes and modifications to purchase orders.
12. "Subcontractor" shall mean an entity that receives a Subcontract.
13. "Subrecipient" shall mean an entity that receives a subaward from a pass-through entity to carry out part of a federal award; but it does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.
14. "Tier" shall have the meaning indicated in 2 C.F.R. Part 180 and illustrated in 2 C.F.R. Part 180, Appendix II.
15. "Unit" shall have the meaning indicated in the preamble to this Addendum.

### **Equal Employment Opportunity**

- A. If this contract is a Federally Assisted Construction Contract exceeding \$10,000, during the performance of this Contract, Contractor agrees as follows:
  1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
  3. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

4. Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. Contractor will furnish to the Administering Agency and the Secretary of Labor all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Administering Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended, in whole or in part, and Contractor may be declared ineligible for further Government contracts or Federally Assisted Construction Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965. Such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. Contractor will include the portion of the sentence immediately preceding paragraph A.1. of this Section II and the provisions of paragraphs A.1. through A.7. in every Subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. Contractor will take such action with respect to any Subcontract or purchase order as the Administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the Administering Agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Unit further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. Provided, that if Unit so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the Contract.

9. Unit agrees that it will assist and cooperate actively with the Administering Agency and the Secretary of Labor in obtaining the compliance of Contractor and any Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor; that it will furnish the Administering Agency and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will

otherwise assist the Administering Agency in the discharge of the agency's primary responsibility for securing compliance.

10. Unit further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally Assisted Construction Contracts pursuant to the Executive Order and that it will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractor and any Subcontractors by the Administering Agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, Unit agrees that if it fails or refuses to comply with these undertakings, the Administering Agency may take any or all of the following actions: Cancel, terminate, or suspend, in whole or in part, this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

B. If this Contract is not a Federally Assisted Construction Contract exceeding \$10,000, the provisions of Section I.A. of this Addendum shall not apply.

#### **Copeland "Anti-Kickback" Act**

A. Contractor and any Subcontractors performing work under the Contract shall comply with 18 U.S.C. § 874. Unit shall report all suspected or reported violations to Treasury.

#### **Contract Work Hours and Safety Standards Act**

A. *Overtime Requirements.* No Contractor or Subcontractor contracting for any part of the Contract work which may require or involve the employment of Laborers or Mechanics shall require or permit any such Laborer or Mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such Laborer or Mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

B. *Violation; Liability for Unpaid Wages; Liquidated Damages.* In the event of any violation of the clause set forth in Section IV.A. (*Overtime Requirements*), above, Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual Laborer or Mechanic, including watchmen and guards, employed in violation of the clause set forth in Section IV.A. (*Overtime Requirements*), above, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without

payment of the overtime wages required by the clause set forth in Section IV.A. (*Overtime Requirements*), above.

- C. *Withholding for Unpaid Wages and Liquidated Damages.* Unit shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold, or cause to be withheld, from any moneys payable on account of work performed by Contractor or Subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of Contractor or Subcontractor for unpaid wages and liquidated damages as provided in Section IV.B. (*Violation; Liability for Unpaid Wages; Liquidated Damages*) of this section.
- D. *Subcontracts.* Contractor or Subcontractor shall insert in any Subcontract the clauses set forth in Sections IV.A. through IV.D. and also a clause requiring Subcontractors to include these clauses in any lower-Tier Subcontracts. Contractor shall be responsible for compliance by any first-Tier Subcontractor or lower-Tier Subcontractor with the clauses set forth in Sections IV.A. through IV.D.
- E. *Payroll and Records.* Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all Laborers and Mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, Social Security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Records to be maintained under this provision shall be made available by Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the Department of the Treasury and the Department of Labor, and Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.
- F. *Exceptions.* None of the requirements of Section IV of this Addendum shall apply if this Contract is a Contract (1) for transportation by land, air, or water; (2) for the transmission of intelligence; (3) for the purchase of supplies, materials, or articles ordinarily available in the open market; or (4) in an amount that is equal to or less than \$100,000.

### **Rights to Inventions Made Under a Contract or Agreement**

- A. The Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for “Government purposes,” any subject data or copyright described below.<sup>1</sup> “Government purposes” means use only for the direct purposes

of the Government. Without the copyright owner's consent, the Government may not extend its federal license to any other party.

1. Any subject data developed under the Contract, whether or not a copyright has been obtained, and
  2. Any rights of copyright purchased by Contractor using federal assistance funded in whole or in part by the Department of the Treasury.
- B. Unless Treasury determines otherwise, a Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit Treasury to make available to the public either (1) Treasury's license in the copyright to any subject data developed in the course of the Contract or (2) a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work which is the subject of this Contract is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Government may direct.
- C. Unless prohibited by North Carolina law, upon request by the Government, Contractor agrees to indemnify, save, and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Contractor of proprietary rights, copyrights, or right of privacy arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. Contractor shall be required to indemnify the Government for any such liability arising out of the wrongful act of any employee, official, or agent of the Contractor.
- D. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.
- E. Data developed by Contractor and financed entirely without using federal assistance provided by the Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that Contractor identifies those data in writing at the time of delivery of the Contract work. Contractor agrees to include these requirements in each Subcontract for experimental, developmental, or research work financed in whole or in part with federal assistance.
- F. For the purposes of this Section V, "subject data" means "recorded information, whether or not copyrighted, that is delivered or specified to be delivered as required by the Contract." Examples of "subject data" include, but are not limited to, "computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses or other similar information used for performance or administration of the Contract."



## **Clean Air Act and Federal Water Pollution Control Act**

- A. *Clean Air Act.* Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* Contractor agrees to report each violation to Unit and understands and agrees that Unit will, in turn, report each violation as required to Treasury and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each Subcontract exceeding \$150,000 financed, in whole or in part, with federal assistance provided by Treasury.
- B. *Federal Water Pollution Control Act.* Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.* Contractor agrees to report each violation to Unit and understands and agrees that Unit will, in turn, report each violation as required to assure notification to Treasury and the appropriate Environmental Protection Agency Regional Office. Contractor agrees to include these requirements in each Subcontract exceeding \$150,000 financed, in whole or in part, with federal assistance provided by Treasury.

## **Debarment and Suspension**

- A. Due to its receipt of Fiscal Recovery Funds, Unit is a participant in a nonprocurement transaction (defined at 2 C.F.R. § 180.970) that is a covered transaction pursuant to 2 C.F.R. § 180.210 and 31 C.F.R. § 19.210. Therefore, this Contract is a lower-Tier covered transaction for purposes of 2 C.F.R. Part 180 and 31 C.F.R. Part 19 if (1) the amount of this Contract is greater than or equal to \$25,000 (2 C.F.R. § 180.220(b)(1); 31 C.F.R. § 19.220(b)(1)); (2) the Contract requires the consent of an official of the Department of the Treasury (2 C.F.R. § 180.220(b)(2); 31 C.F.R. § 19.220(b)(2)); or (3) this Contract is for federally required audit services (2 C.F.R. § 180.220(b)(3); 31 C.F.R. § 19.220(b)(3)).
- B. If this Contract is a covered transaction as set forth in Section VII.A., above, Contractor hereby certifies as of the date hereof that Contractor, Contractor's principals (defined at 2 C.F.R. § 180.995), and the affiliates (defined at 2 C.F.R. § 180.905) of both Contractor and Contractor's principals are not excluded (defined at 2 C.F.R. § 180.935) and are not disqualified (defined at 2 C.F.R. § 180.935). If any of the foregoing persons are excluded or disqualified and the Secretary of the Treasury has not granted an exception pursuant to 31 C.F.R. § 19.120(a), (1) this Contract shall be void, (2) Unit shall not make any payments of federal financial assistance to Contractor, and (3) Unit shall have no obligations to Contractor under this Contract.
- C. Contractor must comply with 2 C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19 and must include a requirement to comply with these regulations in any lower-Tier covered transaction into which it

enters.<sup>2</sup> This certification is a material representation of fact relied upon by Unit, and all liability arising from an erroneous representation shall be borne solely by Contractor.

- D. If it is later determined that Contractor did not comply with 2 C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19, in addition to remedies available to Unit, the Government may pursue available remedies, including but not limited to suspension and/or debarment.

### **Byrd Anti-Lobbying Amendment**

- A. Contractor certifies to Unit, and Contractor shall cause each Tier below it to certify to the Tier directly above such Tier, that it has not used and will not use federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall, and shall cause each Tier below it, to disclose any lobbying with non-federally appropriated funds that takes place in connection with obtaining any federal award. Such disclosures (to be set forth on Standard Form-LLL, contained in 31 C.F.R. Part 21, Appendix B) shall be forwarded from Tier to Tier up to the Unit, which will, in turn, forward the certification(s) to Treasury. Contractor shall cause the language of this Section VIII.A. to be included in all Subcontracts. This certification is a material representation of fact upon which Unit has relied when entering into this Contract, and all liability arising from an erroneous representation shall be borne solely by Contractor.
- B. Contractors that bid or apply for a contract exceeding \$100,000 (including this Contract, if applicable) also must file with Unit the certification in Attachment 1 to this Addendum, which is attached hereto and incorporated herein.
- C. Contractor also shall cause any Subcontractor with a Subcontract (at any Tier) exceeding \$100,000 to file with the Tier above it the certification in Attachment 1 to this Addendum, which is attached hereto and incorporated herein.

### **Procurement of Recovered Materials**

- A. Section IX.B. shall apply if (1) this Contract involves the purchase of an item designated by the Environmental Protection Agency (“EPA”) in 40 C.F.R. Part 247 that exceeds \$10,000 or (2) the total value of such designated items acquired during Unit’s preceding fiscal year exceeded \$10,000.
- B. In the performance of the Contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items, unless the product cannot (1) be acquired competitively within a timeframe providing for compliance with the Contract performance schedule, (2) meet Contract performance requirements, or (3) be acquired at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available on

EPA's website.<sup>3</sup> Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

### **Prohibition on Contracting for Covered Telecommunications Equipment or Services**

- A. *Definitions.* Unless otherwise defined in this Contract, capitalized terms used in this Section X shall have the meanings ascribed thereto in this Section X.A.
1. "Backhaul" means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).
  2. "Covered Foreign Country" means the People's Republic of China.
  3. "Covered Telecommunications Equipment or Services" means (a) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (b) for the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (c) telecommunications or video surveillance services provided by such entities or using such equipment; or (d) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a Covered Foreign Country.
  4. "Critical Technology"<sup>4</sup> means (1) defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations; (2) items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations and controlled (a) pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology, or (b) for reasons relating to regional stability or surreptitious listening; (3) specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities); (4) nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material); (5) select agents and toxins covered by part 331 of title 7, Code of Federal Regulations; part 121 of title 9 of such Code; or part 73 of title 42 of such
-

Code; or (6) emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. § 4817).

5. “Interconnection Arrangements” means arrangements governing the physical connection of two or more networks to allow the use of another’s network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.
6. “Roaming” means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.
7. “Substantial or Essential Component” means any component necessary for the proper function or performance of a piece of equipment, system, or service.
8. “Telecommunications Equipment or Services” means telecommunications or video surveillance equipment or services, such as, but not limited to, mobile phones, land lines, internet, video surveillance, and cloud services.

#### B. Prohibitions.

1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after August 13, 2020, from obtaining or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
2. Unless an exception in Section X.C. applies, Contractor and any Subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds (including, without limitation, Fiscal Recovery Funds) received from a federal government to:
  - a. Procure or obtain any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology of any system;
  - b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology of any system;
  - c. Enter into, extend, or renew contracts with entities that use Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology as part of any system; or
  - d. Provide, as part of its performance of this Contract, any Subcontract; any other contractual instrument; or any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology as part of any system.

C. Exceptions.

1. This clause does not prohibit Contractor or Subcontractors from providing:
  - a. A service that connects to the facilities of a third party, such as Backhaul, Roaming, or Interconnection Agreements, or
  - b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
2. By necessary implication and regulation, the prohibitions also do not apply to:
  - a. Covered telecommunications equipment that:
    - i. Is not used as a Substantial or Essential Component of any system and
    - ii. Is not used as Critical Technology of any system.
  - b. Other telecommunications equipment or services that are not considered Covered Telecommunications Equipment or Services.

D. Reporting Requirement

1. In the event Contractor identifies, during contract performance, covered Telecommunications Equipment or Services used as a Substantial or Essential Component of any system or as Critical Technology as part of any system, or if Contractor is notified of such by a Subcontractor at any Tier or by any other source, Contractor shall report the information in paragraph D.2 (d)(2) of this Section X to Unit, unless procedures for reporting the information are established elsewhere in this Contract.
2. Contractor shall report the following information to Unit pursuant to paragraph D.1 of this Section X:
  - a. Within one business day from the date of such identification or notification: contract number; order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
  - b. Within ten business days of submitting the information in paragraph D.2.a. of this Section: any further available information about mitigation actions undertaken or recommended. In addition, Contractor shall describe (i) the efforts it undertook to prevent use or submission of Covered Telecommunications Equipment or Services and (ii) any additional efforts that will be incorporated to prevent future use or submission of Covered Telecommunications Equipment or Services.

- E. *Subcontractor*. Contractor shall cause to be inserted into all Subcontracts and other contractual instruments relating to the performance of this Contract the substance of this Section X, including this paragraph E.

### **Domestic Preferences for Procurements**

- A. For purposes of this Section XI, the terms below are defined as follows:
  - 1. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coating, occurred in the United States.
  - 2. “Manufactured Products” means items and construction materials composed, in whole or in part, of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- B. As applicable, and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials Produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other Manufactured Products. Contractor shall cause any Subcontractors to include the requirements of this Section XI in any Subcontracts.

### **Solicitation of Minority and Women-Owned Business Enterprises**

- A. If Contractor intends to let any Subcontracts, Contractor shall (1) place qualified small and minority businesses and women’s business enterprises on its solicitation lists; (2) assure that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources; (3) divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women’s business enterprises; (4) establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women’s business enterprises; (5) use the services and assistance, as appropriate, of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the North Carolina Office for Historically Underutilized Businesses.
- B. For the purposes of Section XII.A., an entity shall qualify (1) as a “minority business” or “women’s business enterprise” if it is currently certified as a North Carolina “historically underutilized business” under Chapter 143, Section 128.4(a) of the N.C. General Statutes (hereinafter G.S.), and (2) as a “small business” if it is independently owned and operated and is qualified under the Small Business Administration criteria and size standards at 13 C.F.R. Part 21.

### **Access to Records**

- A. Contractor agrees to provide Unit, the Department of the Treasury, the Treasury Office of Inspector General, the Government Accountability Office, and the Comptroller General of the United States,

or any authorized representatives of these entities, access to any records (electronic and otherwise) of Contractor which are directly pertinent to this Contract to conduct audits or any other investigations. Contractor agrees to permit any of the foregoing parties to reproduce such records by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- B. Contractor agrees to retain all records covered by this Section XIII through December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving the Contract.

#### **Conflicts of Interest; Gifts and Favors**

- A. Contractor understands that (1) Unit will use Fiscal Recovery Funds to pay for the cost of this Contract and (2) the expenditure of Fiscal Recovery Funds is governed by the [*Conflict of Interest Policy*] of the Unit, the Regulatory Requirements (including, without limitation, 2 C.F.R. § 200.318(c) (1)), and North Carolina law (including, without limitation, G.S. 14-234(a)(1) and - 234.3(a)).
- B. Contractor certifies to Unit that as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of Unit involved in the selection, award, or administration of this Contract (each a “Covered Individual”); no member of a Covered Individual’s immediate family; no partner of a Covered Individual; and no organization (including Contractor) which employs or is about to employ a Covered Individual has a financial or other interest in, or has received a tangible personal benefit from, Contractor. Should Contractor obtain knowledge of any such interest or any tangible personal benefit described in the preceding sentence after the date hereof, Contractor shall promptly disclose the same to Unit in writing.
- C. Contractor certifies to Unit that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of Unit. Should Contractor obtain knowledge of the provision, or offer of any provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, Contractor shall promptly disclose the same to Unit in writing.

#### **Assurances of Compliance with Title VI of the Civil Rights Act of 1964**

- A. Contractor and any Subcontractor, or the successor, transferee, or assignee of Contractor or any Subcontractor, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. §§ 2000d *et seq.*), as implemented by the Department of the Treasury’s Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this Contract. Title VI also provides protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. §§ 2000d *et seq.*, as

implemented by Treasury's Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this Contract.<sup>5</sup>

### **Other Non-Discrimination Statutes**

- A. Contractor acknowledges that Unit is bound by and agrees, to the extent applicable to Contractor, to abide by the provisions contained in the federal statutes enumerated below and any other federal statutes and regulations that may be applicable to the expenditure of Fiscal Recovery Funds:
  - 1. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - 2. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - 3. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - 4. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability in programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

### **Miscellaneous**

- A. *Increasing Seat Belt Use in the United States*. Pursuant to Executive Order 13043, 62 Fed. Reg. 19,216 (Apr. 18, 1997), Unit encourages Contractor to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented, or personally owned vehicles.
- B. *Reducing Text Messaging While Driving*. Pursuant to Executive Order 13513, 74 Fed. Reg. 51,225 (Oct. 6, 2009), Unit encourages Contractor to adopt and enforce policies that ban text messaging while driving.

### **Conflicts and Interpretation**

- A. To the extent that any portion of this Addendum conflicts with any term or condition of this Contract expressed outside of this Addendum, the terms of this Addendum shall govern.

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**CONTRACTOR:**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**UNIT:**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*[Signature Page to Coronavirus State and Local Fiscal Recovery Funds Addendum]*

**ATTACHMENT 1**  
**TO**  
**CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS ADDENDUM**  
**APPENDIX A, 31 C.F.R. PART 21 – CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of the undersigned’s knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit [Standard Form-LLL, “Disclosure Form to Report Lobbying,”](#) in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor’s Authorized Official

\_\_\_\_\_  
Name and Title of Contractor’s Authorized Official

\_\_\_\_\_  
Date



# City of Greenville, North Carolina

Meeting Date: 09/08/2022

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**Title of Item:** 2022-2023 Uptown Greenville Contract for Services

**Explanation:** Since 2010, the City of Greenville and Uptown Greenville have agreed upon an annual program of activities to be carried out by the organization in an effort to market, support, retain, and recruit businesses in the Uptown district. In connection with those services, previous City Councils have authorized funding for agreed-upon activities.

In the City's 2022-2023 fiscal year budget, \$50,000 was appropriated for Uptown Greenville following the development and execution of a contract for services. Services included in this contract are:

1. Working with the City in areas of Uptown Beautification.
2. Event organization, promotion and sponsorship, such as Pirate Fest, Freeboot Friday, Greenville Grooves, State of the District, and assisting the City with Greenville Gives and National Night Out.
4. Implementation of a comprehensive and targeted rebranding initiative for the Uptown district.
5. Fundraising for specified facilities determined to be needed
6. Assisting with public input and economic development efforts

This represents a continuation of the City's partnership with the Uptown Greenville organization.

**Fiscal Note:** \$50,000 was authorized by action of City Council in the 2022-2023 Fiscal Year budget

**Recommendation:** City Council to consider the attached contract for services and direct the City Manager and staff to execute the contract

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## ATTACHMENTS

 [2022-2023 Contract with Uptown Greenville.pdf](#)

CONTRACT FOR SERVICES

This CONTRACT is made the \_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Greenville, a North Carolina municipal corporation (CITY), and Evergreen of Greenville, Inc. doing business as Uptown Greenville, a North Carolina nonprofit corporation (referred to as either “UPTOWN” or “CONTRACTOR”).

WITNESSETH

1. Consideration.

The consideration of this CONTRACT are the services to be performed by UPTOWN for the CITY, and the sum of \$50,000 paid by the CITY to UPTOWN, pending submission of a work plan from UPTOWN.

2. General Work to be Performed.

UPTOWN will use its best efforts to publicize the economic, educational, social, and cultural benefits of the Uptown business district of Greenville; assist in recruiting business and residents to the Uptown area; and provide information on the Uptown business district of Greenville to prospective businesses and residents. UPTOWN will publicize and promote the City’s urban revitalization efforts and plans through the normal business activities of UPTOWN.

3. Specific Work to be Performed.

UPTOWN will perform the following specific services:

A. UPTOWN BEAUTIFICATION

- 1) UPTOWN shall manage the Uptown banner system
- 2) UPTOWN shall commit funding for the completion of the following beautification activities:
  - a. UPTOWN shall fund the contracted cost of the seasonal rotation of plants within the Uptown planters. The plants within the planters shall be rotated at least three times per year. The CITY shall be responsible for the daily maintenance of the plants.
  - b. UPTOWN shall fund the contracted cost to pressure wash sidewalks within Uptown at least two times per year.

- c. UPTOWN shall fund the contracted cost of gum removal off Uptown sidewalks no more than two times per year. The CITY shall fund the cost to purchase gum removal equipment to be utilized, on a contracted basis, to remove gum from Uptown sidewalks.
- 3) UPTOWN shall commit for Uptown façade lighting projects. Uptown shall develop a grant policy for the issuance of façade lighting grants, on a match basis, that will be made available to Uptown businesses.
- 4) UPTOWN shall commit funding for lighting and archway projects in the following locations:
  - Hodges Alley
  - Merchants Alley
  - Cotanche Alley
  - Roses Alley

The CITY shall be responsible for managing each alley project and UPTOWN shall reimburse the CITY for actual expense. UPTOWN shall be responsible for contracting with all private properties to allow for any required lighting / archways to be attached to their respective properties. UPTOWN will pay Greenville Utilities Commission directly for the cost of utilities for decorative lighting with each alley.

- 5) In partnership with the CITY and as a match to the CITY's commitment, UPTOWN shall commit funding for the replacement of holiday decorations in Uptown.

#### B. SPECIAL EVENTS, PROMOTIONS & PRIVATE SUPPORT

- 1) Serve as primary organizer and sponsor for the following events:
  - PirateFest
  - First Friday ArtWalk Series
  - Dickinson After Dark
  - Freeboot Friday
  - National Night Out Food Truck Rodeo
  - Greenville Grooves
  - Greenville Gives
  - State of the District
  - Halloween, as requested by the GPD

2) Credit the CITY as a major sponsor for the following events:

- PirateFest
- Dickinson After Dark
- Freeboot Friday
- State of the District
- National Night Out
- Greenville Grooves
- Greenville Gives

The CITY will note Uptown and City partnership events on the City calendar and in email notifications.

- 3) Provide written request of all event support needs to the Special Events Coordinator no later than 45 days prior to the event date.
- 4) Work with the CITY's special event coordinator as an advisor to outside organizations interested in holding special events within the district. In an effort to expand the number of events in the Uptown district, organize a "How to Event in the Uptown District" information session for the public alongside the CITY's event coordinator.

#### C. REBRANDING AND TARGETED VISITOR MARKETING COMMUNICATIONS

- 1) UPTOWN shall, in cooperation with the CITY and other partners as appropriate, assist with implementation of a comprehensive rebranding that will include a new name for the organization. The goal is to create a strong brand for the organization name initially, then rolling out a marketing campaign including social media to benefit all of the Uptown districts.
- 2) UPTOWN shall fund targeted marketing, communications and promotional efforts including social media that benefit area retailers, restaurants and new hotel.
- 3) UPTOWN shall advertise, promote and showcase downtown events, places and people utilizing various media outlets such as social media.
- 4) Advertisement campaigns including social media for holiday season, restaurant week, retail and others.

#### D. ASSISTING WITH PUBLIC INPUT

- 1) The CITY will work with UPTOWN to coordinate stakeholder meetings on policy changes in advance of public input sessions.

E. FUNDRAISING FOR UPTOWN IMPROVEMENTS

- 1) UPTOWN, working in conjunction with the CITY, shall assist with fundraising efforts to fund facilities determined to be needed.

F. ASSIST WITH ECONOMIC DEVELOPMENT EFFORTS

- 1) UPTOWN, working in conjunction with the CITY, shall assist with economic development efforts through its core mission of beautification, events and marketing.
- 2) UPTOWN shall continue to strengthen the connection that residents, employees and visitors have to the district and increase the district's reputation as an attractive location for businesses and employees via year round programming.
  - a. Will use a wide range of communication for promotion through news media contacts, press releases, a newsletter, web site, social media and other means.

- G. UPTOWN shall provide City Council with a work plan, as requested. The work plan will be included as an addendum upon submission.

4. Schedule of Payments.

Payment of \$25,000 will be made by the CITY to UPTOWN on a semi-annual basis with the first payment to be made within 30 days of the effective date of this contract for services, the second payment to be made on or about March 31, 2023 upon completion of deliverable outcomes.

5. Reports.

Prior to the CITY making the second payment as described in Section 4, UPTOWN shall provide a written report to the City Council of the CITY of the significant achievements of UPTOWN with regard to the work performed under Section 3 of this CONTRACT. The report shall include a financial statement for the previous fiscal year.

6. Designated Area.

The map included as an addendum represents the Uptown district.

7. Duration and Amendment.

This CONTRACT shall commence on September 10, 2022, and terminate on September 9, 2023. This CONTRACT may be amended with the consent of both parties when such an amendment is made in writing and signed by an authorized officer of each party.

8. Notice.

This subsection (a) pertains to all notices related to or asserting default, breach of contract, claim for damages, suspension or termination of performance, suspension or termination of contract, and extension or renewal of the term. All such notices shall be given by personal delivery, fax, UPS, Federal Express, or certified United States mail, return receipt requested, addressed as follows. The parties are requested to send a copy by email.

To the City:

Ann E. Wall, City Manager  
City of Greenville  
P.O. Box 7207  
Greenville, NC 27835  
Email: [awall@greenvillenc.gov](mailto:awall@greenvillenc.gov)

To Uptown:

Uptown Greenville  
408 S Evans Street, Suite 102  
PO Box 92  
Greenville, NC 27835  
Email: [info@uptowngreenville.com](mailto:info@uptowngreenville.com)

A change of address, email address, fax number, or person to receive notices under subsection (a) shall be made by notice given pursuant to subsection (a). All notices and other communications related to or under this contract shall be deemed given and sent at the time of actual delivery, if personally delivered or sent by fax, personal delivery, UPS, Federal Express, or a designated delivery service. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

9. Indemnification.

(a) To the maximum extent allowed by law, Contractor shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection “a,” the Contractor shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City.

(b) Definitions. As used in subsections “a” above and “c” below -- “Charges” means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within “Charges” are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for



alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this contract). "Indemnitees" means City and its officers, officials, independent contractors, agents, and employees, excluding the Contractor.

(c) Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. (d) Survival. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract. (e) Limitations of the Contractor's Obligation. If this section is in, or is in connection with, a contract relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road, appurtenance or appliance, including moving, demolition and excavating connected therewith, then subsection "a" above shall not require the Contractor to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.

10. Termination for Convenience ("TFC").

*Procedure.* Without limiting any party's right to terminate for breach, the parties agree that the City may, without cause, and in its discretion, terminate this contract for convenience by giving Contractor written notice that refers to this section. TFC shall be effective at the time indicated in the notice.

*Obligations.* Upon TFC, all obligations that are still executory on both sides are discharged except that any right based on prior breach or performance survives, and the indemnification provisions shall remain in force. At the time of TFC or as soon afterwards as is practical, the Contractor shall give the City all Work, including partly completed Work. In case of TFC, the Contractor shall follow the City's instructions as to which subcontracts to terminate.

*Payment.* The City shall pay the Contractor an equitable amount for the costs and charges that accrue because of the City's decisions with respect to the subcontracts, but excluding profit for the Contractor. Within 20 days after TFC, the City shall pay the Contractor one hundred dollars as a TFC fee and shall pay the Contractor for all Work performed except to the extent previously paid for. Work shall be paid for in accordance with the method (unit prices, hourly fees, etc.) to be used for payment had the Work been completed except to the extent it would be inequitable to either party, and if Work was to be paid for on a lump-sum basis, the City shall pay the part of the lump sum that reflects the percentage of completion attained for that Work. The Contractor shall not be entitled to any payment because of TFC except as stated in this section, whether on the basis of overhead, profit, damages, other economic loss, or otherwise.

11. Choice of Law and Forum.

This contract shall be deemed made in Pitt County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina General Court of Justice, in Pitt County. Such actions shall neither be commenced in nor removed to federal court.

12. E-Verify Requirements.

If this contract is awarded pursuant to North Carolina General Statutes (NCGS) 143-129 – (i) the contractor represents and covenants that the contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the NCGS; (ii) the words "contractor," "contractor's subcontractors," and "comply" as used in this subsection (A) shall have the meanings intended by NCGS 143-129(j); and (iii) the City is relying on this subsection (A) in entering into this contract.

If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NCGS.

IN WITNESS WHEREOF, the parties hereto have executed this contract, in duplicate originals, this the day and year first written above.

EVERGREEN OF GREENVILLE, INC.  
d/b/a UPTOWN GREENVILLE

\_\_\_\_\_  
Jim Blount, President

ATTEST:

\_\_\_\_\_  
Secretary

CITY OF GREENVILLE

\_\_\_\_\_  
Ann E. Wall, City Manager

ATTEST:

\_\_\_\_\_  
Valerie P. Shiuwegar, City Clerk

APPROVED AS TO FORM:

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

PRE-AUDIT CERTIFICATION

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

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

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

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

Addendum A:

MAP OF UPTOWN





# City of Greenville, North Carolina

Meeting Date: 09/08/2022

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

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

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

Payee	Adjustment Refunds	Amount
Alcantara, Ramir	Registered Motor Vehicle	\$273.82
Anderson, Willie Isaac, Jr	Registered Motor Vehicle	\$388.22
Andicochea, Chad Thomas	Registered Motor Vehicle	\$496.57
Britt, Trenton Daniel	Registered Motor Vehicle	\$205.80
Burford, Taylor Theresa	Registered Motor Vehicle	\$269.33
Cervi, Christopher	Registered Motor Vehicle	\$181.66
Cole, Roger Alan	Registered Motor Vehicle	\$210.59
Cox, Georgie Lee	Registered Motor Vehicle	\$278.14
Culbertson, Janet Cooke	Registered Motor Vehicle	\$157.45
Dixon, Kelly Garner	Registered Motor Vehicle	\$112.59
Estrellado, Edsel Altamirano	Registered Motor Vehicle	\$268.76
Fuquay, Cody Taylor	Registered Motor Vehicle	\$349.19
Hunt, Cory Alexander	Registered Motor Vehicle	\$130.93
Hunt, Sherelle Deniece	Registered Motor Vehicle	\$217.46
Johnson, John Kenroy	Registered Motor Vehicle	\$367.11
Jordan, Thomas Leon	Registered Motor Vehicle	\$189.45
Jordan, Ann Langley	Registered Motor Vehicle	\$128.39

Lavin, Megan Noel	Registered Motor Vehicle	\$136.57
Leggett, Anna Veronika	Registered Motor Vehicle	\$319.90
Morrissey, Charles Anthony	Registered Motor Vehicle	\$123.41
Nobles, Luby, Jr	Registered Motor Vehicle	\$138.97
Pearsall, Demetrius Levar	Registered Motor Vehicle	\$100.60
Persaud, Kulwant	Registered Motor Vehicle	\$122.24
Redondo, Sandy Hope Sanchez	Registered Motor Vehicle	\$227.78
Sannapu, Satyadev	Registered Motor Vehicle	\$194.08
Shah, Nihar Nikhil	Registered Motor Vehicle	\$263.72
TD Goodwin Construction LLC	Registered Motor Vehicle	\$123.45
Winkler, Jesse	Registered Motor Vehicle	\$348.17
Worthington, Pattie Crawford	Registered Motor Vehicle	\$581.64
Zervos, Emmanuel E.	Registered Motor Vehicle	\$505.88
Moore, Tillie W.	Individual Personal Taxes	\$127.85
Lynch, Robert Earl	Real Estate Taxes	\$176.27
Evans, Linda Reel	Real Estate Taxes	\$1,035.18

**Fiscal Note:** The total refunded is \$8,751.17.

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

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# City of Greenville, North Carolina

Meeting Date: 09/08/2022

**Title of Item:** Ordinance to annex May Family, LLC property involving 76.27 acres located along the southern right-of-way of Forlines Road and west of Frog Level Road

**Explanation:** \*\* This annexation is in conjunction with the May Family, LLC rezoning request.

A. SCHEDULE

1. Advertising date: August 27, 2022
2. City Council public hearing date: September 8, 2022
3. Effective date: September 8, 2022

B. CHARACTERISTICS

1. Relation to primary city limits: Contiguous
2. Relation to recognized industrial area: Outside
3. Acres: 76.27
4. Voting District: 5
5. Township: Winterville
6. Zoning: RR (Rural Residential)
7. Existing land use: Farmland
8. Anticipated land use: 300 single-family lots
9. Population estimate:

	Formula	Number of people
Total current:	0	0
Estimated at full development	300 x 2.18*	654
Current minority	0	0
Estimated minority at full development	654 x 43.4%	284
Current white	0	0
Estimated white at full development	654 - 284	370

\* average household size in Greenville (Source: Census.gov)

10. Rural fire tax district: Rural Winterville
11. Greenville fire district: Station 5 (4.70 miles)
12. Present tax value: \$88,053
13. Estimated tax value: \$75,000,000

**Fiscal Note:** The total estimated tax value at full development is \$75,000,000.

**Recommendation:** Approve the attached ordinance to annex May Family LLC property

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#### ATTACHMENTS

-  [Ordinance - May Family annex.pdf](#)
-  [Annexation - May Family Survey.pdf](#)



ORDINANCE NO. 22-  
AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF  
THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, the City Council of the City of Greenville has been petitioned under G.S. 160A-31, as amended, to annex the area described herein; and

WHEREAS, the City Council has directed the City Clerk to investigate the sufficiency of said petition; and

WHEREAS, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at 6:00 p.m. on the 8<sup>th</sup> day of September, 2022, after due notice by publication in The Daily Reflector on the 27<sup>th</sup> day of August, 2022; and

WHEREAS, the City Council does hereby find as a fact that said petition meets the requirements of G.S. 160A-31, as amended.

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

Section 1. That by virtue of the authority vested in the City Council of the City of Greenville, North Carolina, under G. S. 160A-31, as amended, the following described contiguous territory is annexed:

TO WIT: Being all of that certain property as shown on the annexation map entitled "May Family, LLC", involving 76.27 acres prepared by Sorrell Land Surveying, Inc.

LOCATION: Situate in Winterville Township, Pitt County, North Carolina, located along the southern right of way or Forlines Road and west of Frog Level Road.

GENERAL DESCRIPTION:

Commencing at a New Iron Pipe Set Flush in the southern right of way line of NCSR 1126 – Forlines Road, said point being the northwest corner of the May Family, LLC property as recorded in Deed Book 1093, Page 067; said point being the POINT OF BEGINNING:

Thence S 78°36'12" E, a distance of 958.33'; thence S 78°47'09" E, a distance of 266.28'; thence N 11°21'51" W, a distance of 60'; thence S 78°47'09" E, a distance of 308.78'; thence S 78°47'09" E, a distance of 28.74'; thence S 02°03'38" W, a distance of 60.77'; thence S 02°03'38" W, a distance of 217.87'; thence S 78°52'13" E, a distance of 199.95'; thence S 02°03'02" W, a distance of 927.25'; thence N 67°24'10" E, a distance of 606.92'; thence N 67°06'24" E, a distance of 900.35'; thence S 47°55'02" E, a distance of 376.86'; thence S

47°57'51" E, a distance of 186.22'; thence S 01°55'01" W, a distance of 339.24'; thence N 88°53'34" E, a distance of 425.20'; thence N 88°53'34" E, a distance of 5.50'; thence S 03°00'28" E, a distance of 30.98'; thence S 85°39'10" W, a distance of 1.16'; thence S 85°39'10" W, a distance of 2935.63'; thence N 60°26'37" W, a distance of 79.57'; thence S 70°25'21" W, a distance of 290.44'; thence N 18°44'05" W, a distance of 2035.65'; to the POINT OF BEGINNING; said described tract containing 76.27 Acres, more or less.

Section 2. Territory annexed to the City of Greenville by this ordinance shall, pursuant to the terms of G.S. 160A-23, be annexed into Greenville municipal election district five. The City Clerk, City Engineer, representatives of the Board of Elections, and any other person having responsibility or charge of official maps or documents shall amend those maps or documents to reflect the annexation of this territory into municipal election district five.

Section 3. The territory annexed and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Greenville and shall be entitled to the same privileges and benefits as other territory now within the City of Greenville. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

Section 4. The Mayor of the City of Greenville, North Carolina, shall cause a copy of the map of the territory annexed by this ordinance and a certified copy of this ordinance to be recorded in the office of the Register of Deeds of Pitt County and in the Office of the Secretary of State in Raleigh, North Carolina. Such a map shall also be delivered to the Pitt County Board of Elections as required by G.S. 163-288.1.

Section 5. This annexation shall take effect from and after the 8<sup>th</sup> day of September, 2022.

ADOPTED this 8<sup>th</sup> day of September, 2022.

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

ATTEST:

Valerie Shiuwegar, City Clerk

NORTH CAROLINA  
PITT COUNTY

I, Camillia P. Smith, a 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 \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 202 .

\_\_\_\_\_  
Notary Public

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

1169474





# City of Greenville, North Carolina

Meeting Date: 09/08/2022

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**Title of Item:** Ordinance requested by May Family, LLC to rezone a total of 75.8 acres located south of Forlines Road and west of Frog Level Road from RR (Rural-Residential - County's Jurisdiction) to R6S (Residential-Single-family [Medium Density])

\*\* This request is in conjunction with the May Family, LLC annexation request.

**Explanation:** **Required Notices:**

Planning and Zoning meeting notice (property owner and adjoining property owner letter) mailed on August 2, 2022.  
On-site sign(s) posted on August 2, 2022.  
City Council public hearing notice (property owner and adjoining property owner letter) mailed on August 23, 2022.  
Public hearing legal advertisement published on August 27, 2022 and September 3, 2022.

**Comprehensive Plan:**

The Future Land Use and Character Map recommends traditional neighborhood, medium-high density (TNMH) south of Forlines Road between Frog Level Road and Pittman Farm Road and transitions to traditional neighborhood, low-medium density (TNLM) and potential conservation open space (PCOS) to the south.

Traditional Neighborhood, Medium-High Density

Primarily residential area featuring a mix of higher density housing types ranging from multi-family, townhomes, and small-lot single-family detached. They are typically located within a walkable distance to a neighborhood activity center. Traditional neighborhoods should have a walkable street network of small blocks, a defined center and edges, and connections to surrounding development.

Intent:

- Provide streetscape features such as sidewalks, street trees, and lighting
- Allow neighborhood-scale commercial or mixed use centers at key intersections within neighborhoods

Primary uses:

Multi-family residential

Single-family residential attached (townhomes) and detached (small-lot)

Secondary uses:

Institutional (neighborhood scale)

### Traditional Neighborhood, Low-Medium Density

Residential area with a mix of housing types on small lots with a single-family neighborhood appearance. Traditional neighborhoods should have a walkable street network of small blocks, a defined center and edges, and connections to surrounding development.

Intent:

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

Primary uses:

Single-family residential

Two-family residential

Attached residential (townhomes)

Secondary uses:

Multi-family residential

Small-scale institutional/civic (churches and school)

## Potential Conservation/Open Space

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

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

### Intent:

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

### **Thoroughfare/Traffic Report Summary (Engineering Department):**

Based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 1,782 trips to and from the site on Forlines Road, which is a net increase of 1,132 additional trips per day.

Based on possible uses permitted by the requested rezoning, the proposed

rezoning classification could generate 1,188 trips to and from the site on Frog Level Road, which is a net increase of 755 additional trips per day.

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

**History/Background:**

The subject property is located in the County's Jurisdiction and will require annexation. A voluntary annexation petition has been submitted and is scheduled for the September 8, 2022 City Council meeting. This rezoning request will be considered by City Council at this same meeting.

**Existing Land Uses:**

Farmland

**Water/Sewer:**

Water and sanitary sewer are available to the property.

**Historic Sites:**

There are no known effects on historic sites.

**Environmental Conditions/Constraints:**

The property is located in the Swift Creek Watershed. If stormwater rules apply, it would require 10-year detention and nitrogen and phosphorus reduction.

This property is not located in a Special Flood Hazard Area. There may be jurisdictional wetlands on the property. There are no jurisdictional streams or riparian buffers. This area is outside of the current limits of the Watershed Master Plan.

**Surrounding Land Uses and Zoning:**

North: R9S - Bristolmoor Subdivision; RR - County's Jurisdiction - Eleven (11) single-family residences

South: RR and RA - County's Jurisdiction - Woodlands and farmland

East: RR - County's Jurisdiction - Woodlands

West: RA - County's Jurisdiction - Woodland

**Density Estimates:**

Under the current zoning, the site could accommodate 100-115 single-family lots.

Under the proposed zoning, the site could accommodate 300-315 single-family lots.

The anticipated build-out is within 3-5 years.

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

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

Therefore, staff recommends approval.

"In compliance with the comprehensive plan" should be construed as meaning the requested zoning is (i) either specifically recommended in the text of the Horizons Plan (or addendum to the plan) or is predominantly or completely surrounded by the same or compatible and desirable zoning and (ii) promotes the desired urban form. The requested district is considered desirable and in the public interest, and staff recommends approval of the requested rezoning.

The Planning and Zoning Commission voted unanimously to approve the request at its August 16, 2022 meeting.

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








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

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

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

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## ATTACHMENTS

-  [Ordinance\\_-\\_May\\_Family\\_Rezoning.pdf](#)
-  [Minutes-May\\_Family\\_\\_LLC.pdf](#)
-  [May apo map.pdf](#)
-  [May survey.pdf](#)
-  [May Traffic.pdf](#)
-  [RR to R6S.pdf](#)
-  [Density and Veg Charts.pdf](#)





LOCATION: Located along the southern right-of-way line of Forlines Road and west of Frog Level Road.

DESCRIPTION: Commencing at a New Iron Pipe Set Flush in the southern right of way line of NCSR 1126 – Forlines Road, said point being the northwest corner of the May Family, LLC property as recorded in Deed Book 1093, Page 067; said point being the POINT OF BEGINNING:

Thence S 78°36'12" E, a distance of 958.33'; thence S 78°47'09" E, a distance of 613.46'; thence S 02°03'38" W, a distance of 217.87'; thence S 78°52'13" E, a distance of 199.95'; thence S 02°03'02" W, a distance of 927.25'; thence N 67°24'10" E, a distance of 606.92'; thence N 67°06'24" E, a distance of 900.35'; thence S 47°55'02" E, a distance of 376.86'; thence S 47°57'51" E, a distance of 186.22'; thence S 01°55'01" W, a distance of 339.24'; thence N 88°53'34" E, a distance of 425.20'; thence N 88°53'34" E, a distance of 5.50'; thence S 03°00'28" E, a distance of 30.98'; thence S 85°39'10" W, a distance of 1.16'; thence S 85°39'10" W, a distance of 2935.63'; thence N 60°26'37" W, a distance of 79.57'; thence S 70°25'21" W, a distance of 290.44'; thence N 18°44'05" W, a distance of 2035.65'; to the POINT OF BEGINNING; said described tract containing 75.8 Acres, more or less.

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

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

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

ADOPTED this 8<sup>th</sup> day of September, 2022.

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P. J. Connelly, Mayor

ATTEST:

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Valerie Shiuwegar, City Clerk

1169315

**Excerpt from the draft Planning & Zoning Commission Minutes (8/16/2022)**

REQUEST BY MAY FAMILY, LLC TO REZONE A TOTAL OF 75.8 ACRES LOCATED SOUTH OF FORLINES ROAD AND WEST OF FROG LEVEL ROAD FROM RR (RURAL-RESIDENTIAL – COUNTY JURISDICTION) TO R6S (RESIDENTIAL-SINGLE-FAMILY [MEDIUM DENSITY])

Chantae Gooby presented for staff. The property is 75.8 acres. The property is in the county's jurisdiction, just south of the city limit. There is an annexation request along with this rezoning request. Annexation requests are not considered by the Planning and Zoning Commission. The annexation and rezoning request will be considered by city council at their next meeting. The property is located in the Swift Creek watershed. If stormwater rules apply, it will require a 10-year detention plan. The traffic volume report found that at full build-out, there would be a net increase of 1,887 trips per day. Pitt County has these properties zoned RR (Rural Residential), and would yield about 100 single-family units. Under the requested zoning, the property would yield about 300 single-family homes. The Future Land Use Plan recommends traditional neighborhoods, medium-high density south of Forlines Road, then transitions into low-medium density. R6S meets the medium-high density character. In staff's opinion, the request is in compliance with the Horizons 2026: Greenville's Community Plan and the Future Land Use Plan. Therefore, staff recommends approval of the request

Mr. Thomas asked if the neighborhood to the north was currently with the city limits.

Ms. Gooby affirmed.

Chairman Faison opened the public hearing.

Scott Anderson, representing May Family, LLC, spoke in favor.

John May, an adjacent property owner, spoke in favor of the project.

Ron Binkley, a Forlines Road resident, spoke in favor for homeowners in the area. He asked about the capacity of Forlines Road.

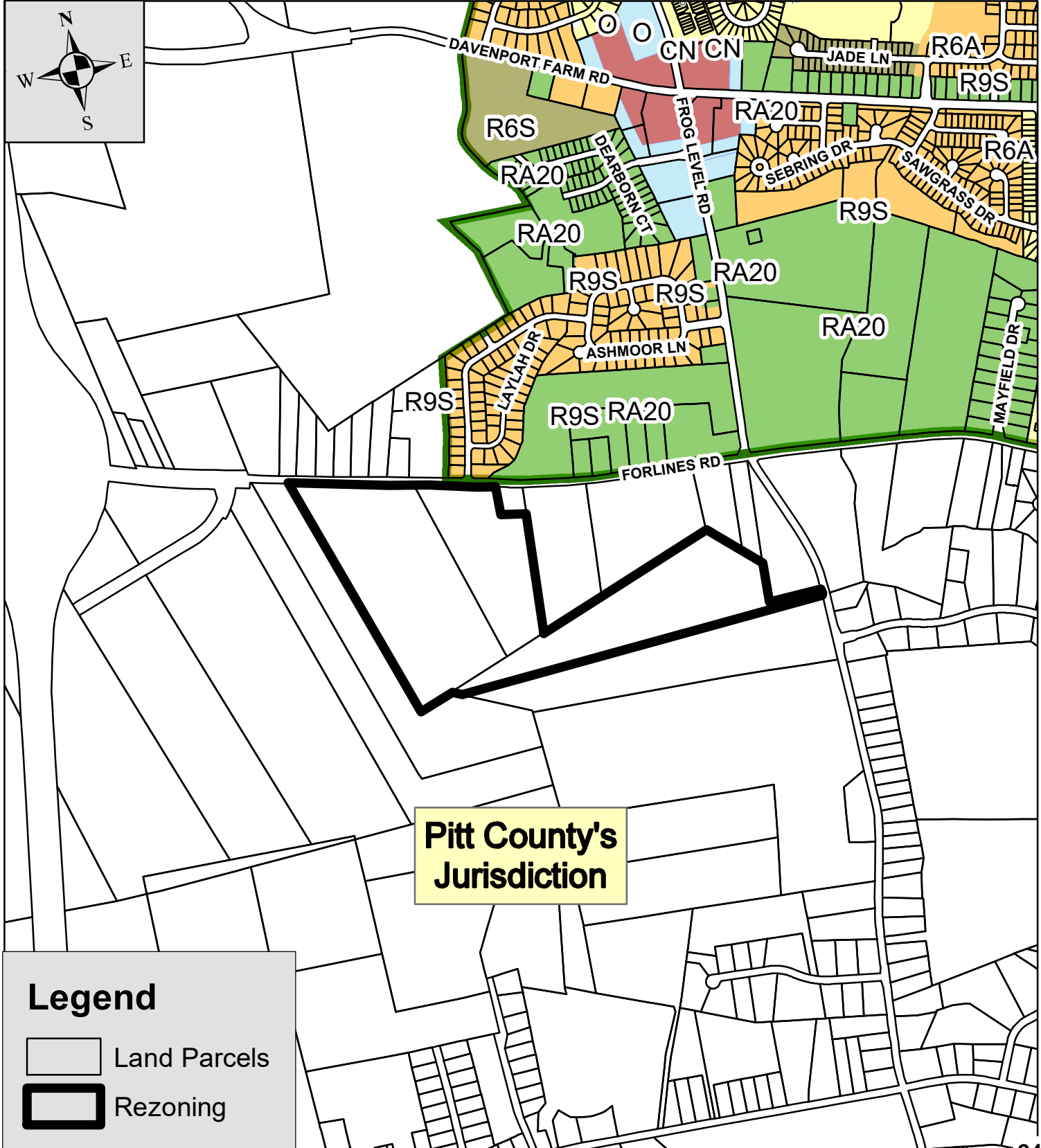
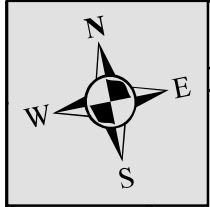
Ms. Gooby stated that according to the traffic report Forlines Road is below capacity.

No one spoke in opposition.

Chairman Faison closed the public hearing.

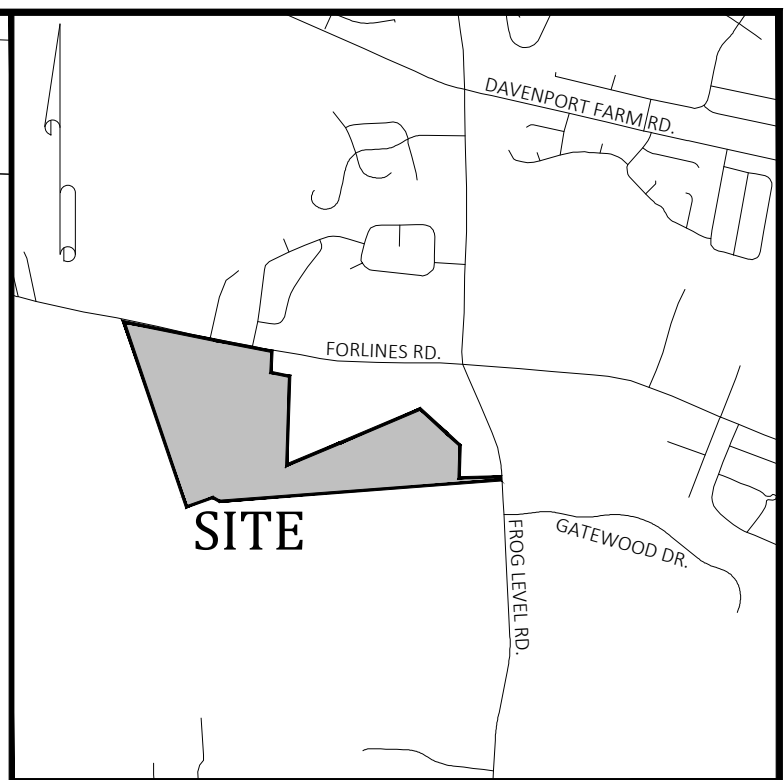
**Motion made by Mr. Parker, seconded by Mr. Joyner, to recommend approval of the proposed amendment, to advise that it is consistent with the comprehensive plan and to adopt the staff report which addresses plan consistency and other matters. Motion passed unanimously**

**May Family, LLC**  
**From:RR (Rural Residential - Pitt County's Jurisdiction)**  
**To: R9S (Single-family)**  
**75.8 acres**  
**August 2, 2022**

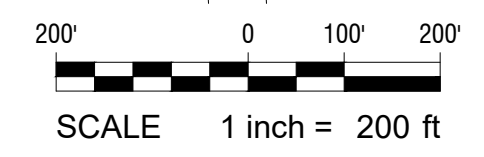
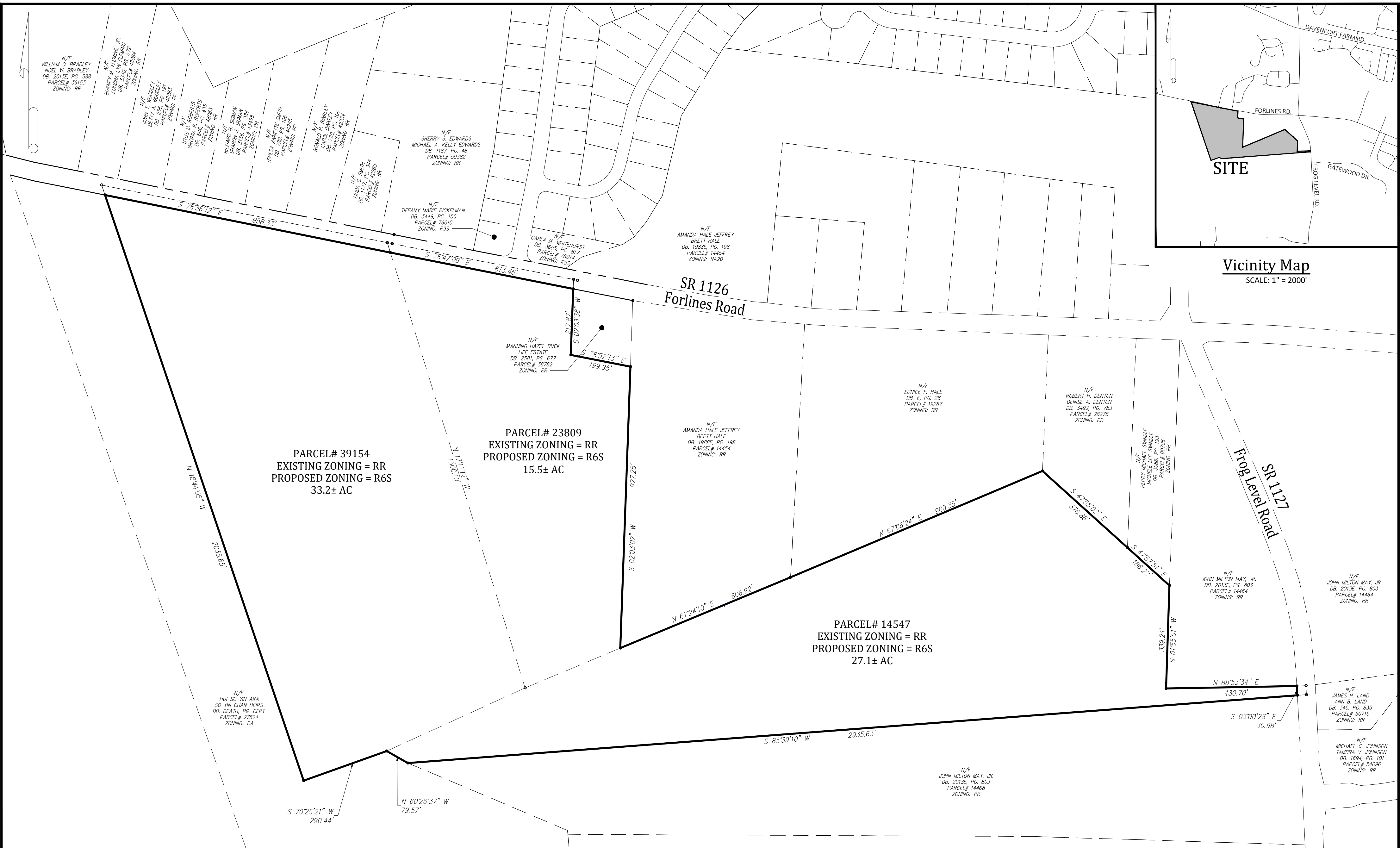


**Legend**

- Land Parcels
- Rezoning



**Vicinity Map**  
SCALE: 1" = 2000'



**Notes:**

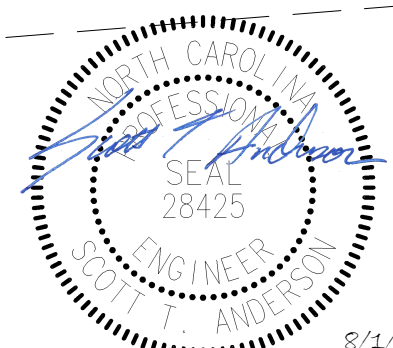
1. AREA DETERMINED BY COORDINATES.
2. THIS MAP WAS PREPARED FOR REZONING PURPOSES ONLY AND IS NOT A BOUNDARY SURVEY OF THE PROPERTIES SHOWN HEREON.
3. BOUNDARY INFORMATION SHOWN HEREON WAS DRAWN FROM SURVEY PREPARED BY SORRELL LAND SURVEYING, INC FOR MAY FAMILY, LLC DATED MARCH 25, 2022 AND INFORMATION PROVIDED BY THE PITT COUNTY OPIS WEBSITE AND DOES NOT REPRESENT AN ACTUAL FIELD SURVEY BY THIS FIRM.

**Owner**

MAY FAMILY, LLC.  
198 INDIANA DR.  
ALTOONA, PA 16602

**References:**

D.B. 1093, PG. 67



<p>ARK CONSULTING GROUP, LLC ENGINEERS &amp; PLANNERS www.arkconsultinggroup.com</p>	<p>NC License: P-13199 2755-B Charles Blvd. Greenville, NC 27858 (252) 558-0888</p>	
	<p>REZONING MAP FOR <b>MAY FAMILY, LLC.</b> PITT COUNTY PARCEL #'s 39154, 23809 &amp; 14547 TOWN OF WINTERTVILLE, PITT COUNTY, NC</p>	
<p>SCALE 1" = 200'</p>	<p>DATE 7-18-2022</p>	<p>SHEET 1 of 1</p>

# REZONING THOROUGHFARE/TRAFFIC VOLUME REPORT

**Case No:** 22-18

**Applicant:** May Family, LLC

**Property Information**

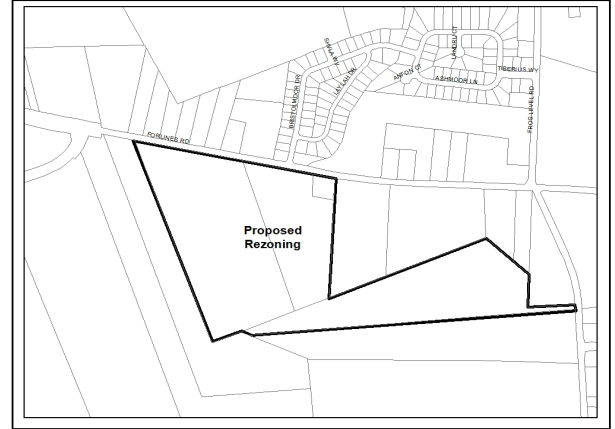
**Current Zoning:** RR (Rural-Residential - County's Jurisdiction)

**Proposed Zoning:** R6 (Residential [High Density Multi-Family])

**Current Acreage:** 75.8 acres

**Location:** southwest corner of Frog Level Rd & Forlines Rd

**Points of Access:** Frog Level Rd, Forlines Rd



**Location Map**

**Transportation Background Information**

**1.) Forlines Rd- State maintained**

	<u>Existing Street Section</u>	<u>Ultimate Thoroughfare Street Section</u>
Description/cross section	2 lane - paved shoulders	no change
Right of way width (ft)	60	no change
Speed Limit (mph)	55	no change
<b>Current ADT:</b>	5,290 (*)	
<b>Design ADT:</b>	16,400 vehicles/day	
<b>Controlled Access</b>	<b>No</b>	
<b>Thoroughfare Plan Status:</b>	Minor Thoroughfare	
<b>Other Information:</b>	<b>There are no sidewalks along Forlines Rd that service this property.</b>	

**Notes:** (\*) 2016 NCDOT count adjusted for a 2% annual growth rate  
 (\*\*) Traffic volume based an operating Level of Service D for existing geometric conditions  
 ADT – Average Daily Traffic volume

**Transportation Improvement Program Status:** No Planned Improvements.

**2.) Frog Level Rd- State maintained**

	<u>Existing Street Section</u>	<u>Ultimate Thoroughfare Street Section</u>
Description/cross section	2 lane - paved shoulders	no change
Right of way width (ft)	60	no change
Speed Limit (mph)	45	no change
<b>Current ADT:</b>	3,790 (*)	
<b>Design ADT:</b>	14,600 vehicles/day (**)	
<b>Controlled Access</b>	<b>No</b>	
<b>Thoroughfare Plan Status:</b>	Minor Thoroughfare	
<b>Other Information:</b>	<b>There are no sidewalks along Frog Level Rd that service this property.</b>	

**Notes:** (\*) 2018 NCDOT count adjusted for a 2% annual growth rate  
 (\*\*) Traffic volume based an operating Level of Service D for existing geometric conditions  
 ADT – Average Daily Traffic volume

**Transportation Improvement Program Status:** No Planned Improvements.

**Trips generated by proposed use/change****Current Zoning: 1,083** -vehicle trips/day (\*)**Proposed Zoning: 2,970** -vehicle trips/day (\*)**Estimated Net Change: increase of 1887 vehicle trips/day (assumes full-build out)**

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

**Impact on Existing Roads****The overall estimated trips presented above are distributed based on current traffic patterns. The estimated ADTs on Forlines Rd and Frog Level Rd are as follows:****1.) Forlines Rd, West of Site (25%): "No build" ADT of 5,290**

Estimated ADT with Proposed Zoning (full build) –	6,033
Estimated ADT with Current Zoning (full build) –	<u>5,561</u>
<b>Net ADT change =</b>	<b>472 (8% increase)</b>

**2.) Forlines Rd, East of Site (35%): "No build" ADT of 5,290**

Estimated ADT with Proposed Zoning (full build) –	6,330
Estimated ADT with Current Zoning (full build) –	<u>5,669</u>
<b>Net ADT change =</b>	<b>660 (12% increase)</b>

**3.) Frog Level Rd, North of Site (30%): "No build" ADT of 3,790**

Estimated ADT with Proposed Zoning (full build) –	4,681
Estimated ADT with Current Zoning (full build) –	<u>4,115</u>
<b>Net ADT change =</b>	<b>566 (14% increase)</b>

**4.) Frog Level Rd, South of Site (10%): "No build" ADT of 3,790**

Estimated ADT with Proposed Zoning (full build) –	4,087
Estimated ADT with Current Zoning (full build) –	<u>3,898</u>
<b>Net ADT change =</b>	<b>189 (5% increase)</b>

**Staff Findings/Recommendations**

Based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 1782 trips to and from the site on Forlines Rd, which is a net increase of 1132 additional trips per day.

Based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 1188 trips to and from the site on Frog Level Rd, which is a net increase of 755 additional trips per day.

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

EXISTING ZONING	
RR (Rural Residential) - County Zoning	
Per zoning permit and by-right subject to standards (selected uses)	
Residential	
	Single-family dwelling – (25,000 sq. ft. lot per each detached unit)
	Duplex dwelling (37,500 sq. ft. lot for 2 attached units)
	Mobile home on individual lot
	Mobile home park (5 or less units per park)
	Nursing home
	Multi-family dwelling (less than 5 units per lot) – (62,500 sq. ft. for 4 attached units)
Agricultural/Mining	
	Farming
Recreational/Entertainment	
	Private campground and RV Park
	Athletic fields
	Swim and tennis club
	Private club or recreational center
Services	
	Church or place of worship
	Civic, social, and fraternal associations
	Emergency shelter
	Day care center
	Retreat or conference center
	Bed and breakfast inn
	Communication towers (60 feet in height or less)
PROPOSED ZONING	
R6S (RESIDENTIAL-SINGLE-FAMILY) - PERMITTED USES	
(1) General	
	a. Accessory use or building
	c. On-premise signs per Article N
(2) Residential	
	a. Single-family dwelling
	b(1). Master Plan Community per Article J
	f. Residential cluster development per Article M
	k. Family care homes (see also 9-4-103)
	q. Room renting
(3) Home Occupations - None	
(4) Governmental	
	b. City of Greenville municipal government building or use (see also section 9-4-103)
(5) Agricultural/Mining	
	a. Farming; agricultural, horticulture, forestry (see also section 9-4-103)
(6) Recreational/Entertainment	
	f. Public park or recreational facility
	g. Private noncommercial park or recreational facility



(7) Office/Financial/Medical - None	
(8) Services	
	o. Church or place of worship (see also section 9-4-103)
(9) Repair - None	
(10) Retail Trade - None	
(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None	
(12) Construction	
	c. Construction office; temporary, including modular office (see also section 9-4-103)
(13) Transportation - None	
(14) Manufacturing/Warehousing - None	
(15) Other Activities (not otherwise listed - all categories) - None	
<b>R6S (RESIDENTIAL-SINGLE-FAMILY) - SPECIAL USES</b>	
(1) General - None	
(2) Residential - None	
(3) Home Occupations	
	a. Home occupation; not otherwise listed
	d. Home occupation; bed and breakfast inn
(4) Governmental	
	a. Public utility building or use
(5) Agricultural/Mining - None	
(6) Recreational/Entertainment	
	a. Golf course; 18-hole regulation length (see also section 9-4-103)
	a(1). Golf course; 9-hole regulation length (see also section 9-4-103)
	c(1). Tennis club; indoor and outdoor facilities
(7) Office/Financial/Medical - None	
(8) Services	
	d. Cemetery
	g. School; junior and senior high (see also section 9-4-103)
	h. School; elementary (see also section 9-4-103)
	i. School; nursery and kindergarten (see also section 9-4-103)
	t. Guest house for a college or other institution of higher learning
(9) Repair - None	
(10) Retail Trade - None	
(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None	
(12) Construction - None	
(13) Transportation - None	
(14) Manufacturing/Warehousing - None	
(15) Other Activities (not otherwise listed - all categories) - None	

# RESIDENTIAL DENSITY CHART

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

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

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

## BUFFERYARD SETBACK AND VEGETATION SCREENING CHART

For Illustrative Purposes Only

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

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

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

Street trees may count toward the minimum acreage.

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

Bufferyard C (screen required)	
Width	For every 100 linear feet
10'	3 large evergreen trees 4 small evergreens 16 evergreen shrubs

Where a fence or evergreen hedge (additional materials) is provided, the bufferyard width may be reduced to eight (8) feet.

Bufferyard D (screen required)	
Width	For every 100 linear feet
20'	4 large evergreen trees 6 small evergreens 16 evergreen shrubs

Bufferyard width may be reduced by fifty (50%) percent if a fence, evergreen hedge (additional material) or earth berm is provided.

Bufferyard E (screen required)	
Width	For every 100 linear feet
30'	6 large evergreen trees 8 small evergreens 26 evergreen shrubs

Bufferyard width may be reduced by fifty (50%) percent if a fence, evergreen hedge (additional material) or earth berm is provided.

Bufferyard F (screen required)	
Width	For every 100 linear feet
50'	8 large evergreen trees 10 small evergreens 36 evergreen shrubs

Bufferyard width may be reduced by fifty (50%) percent if a fence, evergreen hedge (additional material) or earth berm is provided.

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



# City of Greenville, North Carolina

Meeting Date: 09/08/2022

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**Title of Item:** Ordinance requested by Kotarides Development to rezone a total of 18.849 acres located east and west of South Square Drive and 630+/- feet north of Whitley Drive from CG (General Commercial) to R6 (Residential [High Density Multi-family])

**Explanation:** **Required Notices:**

Planning and Zoning meeting notice (property owner and adjoining property owner letter) mailed on June 7, 2022.

On-site sign(s) posted on June 7, 2022.

City Council public hearing notice (property owner and adjoining property owner letter) mailed on August 23, 2022.

Public hearing legal advertisement published on August 27, 2022 and September 3, 2022.

**Comprehensive Plan:**

The Future Land Use and Character Map recommends mixed use, high intensity (MUHI) at the northeastern corner of the intersection South Memorial Drive and West Fire Tower Road transitioning to mixed use (MU) along South Square Drive then residential, low-medium density to the north.

Mixed Use, High Intensity

Large-scale activity centers that contain places to live, work, and shop integrated in a walkable pattern. Multi-story mixed use buildings are located close together and near the street. Large floorplate buildings may support uses that serve the broader community and region.

Intent:

- Vertical mixed use buildings (residential or office above commercial) as well as multi-story single-use buildings that are integrated in a walkable street pattern
- Accommodate parking on-street, behind or to one side of buildings, or in

parking structures; limit curb cuts that break main pedestrian ways; wrap parking structures with other uses or decorative elements; light parking well for safety

- Provide pedestrian and vehicular connection to surrounding development

Primary uses:

Office

Commercial

Multi-family residential

Secondary uses:

Institutional/civic

### Mixed Use

Small-scale activity centers that contain places to live, work, and shop integrated in a walkable pattern. Mixed use buildings are located close together and near the street. Buildings tend to be smaller than mixed use, high intensity (MUHI), supporting primarily locally-oriented uses and serving as a transition in intensity to nearby neighborhoods.

Intent:

- Vertical mixed use buildings (residential or office above commercial) as well as various single-use buildings that are integrated in a walkable street pattern
- Accommodate parking on-street, behind or to one side of buildings, or in parking structures; limit curb cuts that break main pedestrian ways; wrap parking structures with other uses or decorative elements; light parking well for safety
- Provide pedestrian and vehicular connection to surrounding development

Primary uses:

Office

Commercial

Multi-family residential

Secondary uses:

Institutional/civic

Residential, Low-Medium Density

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

Intent:

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

Primary uses:

Single-family detached residential

Secondary uses:

Two-family residential

Institutional/civic (neighborhood scale)

**Thoroughfare/Traffic Report Summary (Engineering Department):**

Based on the analysis comparing the existing zoning (6,362 daily trips) and requested rezoning, the proposed rezoning could generate approximately 1,550 trips to and from the site on Whitley Drive, which is a net decrease of 4,812 trips per day. Since the traffic analysis for the requested rezoning indicates that the

proposal would generate less traffic than the existing zoning, a traffic volume report was not generated.

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

**History/Background:**

By 1972, the property was incorporated into the City's extra-territorial jurisdiction (ETJ) extension and zoned RA20. In 2002, it was rezoned to its current zoning as part of a large-scale rezoning.

**Existing Land Uses:**

Vacant

**Water/Sewer:**

Water and sanitary sewer are available to the property.

**Historic Sites:**

There are no known effects on historic sites.

**Environmental Conditions/Constraints:**

The property is located in the Fork Swamp Watershed. If stormwater rules apply, it would require 25-year detention and nitrogen reduction.

No portion of the property is located in the Special Flood Hazard Area. Jurisdictional wetlands, streams and riparian buffers may exist on the property.

**Surrounding Land Uses and Zoning:**

North: R6A - South Square Duplexes  
South: CG - Vacant (under common ownership of the subject property)  
East: RA20 - Reimage Church  
West: CH - U-Haul

**Density Estimates:**

Under the current zoning, the site could accommodate 155,000+/- square feet of commercial space consisting of retail - 70,000 square feet, sit down restaurant - 15,000 square feet, office - 20,000 square feet, car repair – 10,000 square feet, and mini-storage - 40,000 square feet.

Under the proposed zoning, the site could accommodate 220-230 multi-family units (1, 2 and 3 bedroom units).

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

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

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

Therefore, staff recommends approval.

"In compliance with the comprehensive plan" should be construed as meaning the requested zoning is (i) either specifically recommended in the text of the Horizons Plan (or addendum to the plan) or is predominantly or completely surrounded by the same or compatible and desirable zoning and (ii) promotes the desired urban form. The requested district is considered desirable and in the public interest, and staff recommends approval of the requested rezoning.

The Planning and Zoning Commission voted to unanimously approve the request at its June 21, 2022 meeting.

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







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

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

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

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## ATTACHMENTS

-  [Ordinance\\_-\\_Kotarides.pdf](#)
-  [Min\\_Excerpt\\_June\\_21\\_2022-\\_Kotarides\\_RZ.pdf](#)
-  [Kotaridesapomap.pdf](#)
-  [Kotarides Dev Survey.pdf](#)
-  [Kotarides List\\_of\\_uses.pdf](#)
-  [Density and Veg Charts.pdf](#)





LOCATION: Located along the western right-of-way of South Square Drive and 630+/- feet north of Whitley Drive.

DESCRIPTION: Beginning at a point on the curved western right-of-way of South Square Drive. Said point being the southeasternmost corner of Lot 1A, South Pointe Section 1 as shown in MB 69, PG 154 of the Pitt County Register of Deeds. From the above described beginning, so located, running thence as follows:

With the curved western right-of-way of South Square Drive an arc distance of 65.98', said curve being to the right having a radius of 940.00' and a chord bearing S 02°44'42" W 65.96' to the point of tangency, thence with the western right-of-way of South Square Drive S 04°45'21" W 616.00', thence leaving said right-of-way, N 76°22'15" W 364.03', thence N 01°54'55" W 88.00', thence N 12°47'42" W 524.33', thence N 00°53'12" E 60.88' to the southwesternmost corner of Lot 16A, South Pointe, Section 1 as shown in MB 65, PG 133 of the Pitt County Register of Deeds, thence S 82°50'02" E 530.27' to the point of beginning containing 6.717 acres and being a portion of the property described in DB 2705, PG 470 of the Pitt County Register of Deeds.

Section 2. That the following described territory is rezoned from CG (General Commercial) to R6 (Residential).

TO WIT: CHAMM, LLC et al (Tract 2)

LOCATION: Located along the eastern right-of-way of South Square Drive and 1,600+/- feet north of West Fire Tower Road.

DESCRIPTION: Beginning at a point on the curved eastern right-of-way of South Square Drive. Said point being, the southwesternmost corner of Lot 598, South Pointe, Section 1 as shown in Map Book 65 Page 130 of the Pitt County Register of Deeds. From the above described beginning, so located, running thence as follows:

Leaving the eastern right-of-way of South Square Drive S 82°50'02" E 357.70', thence S 85°56'42" E 362.04', thence S 15°14'32" E 235.14, thence S 07°15'43" E 200.10' thence S 04°20'21" W 137.23", thence S 88°48'30" W 210.34', thence S 63°02'12" W 237.19', thence S 68°15'49" W 35.01', thence S 81°01'49" W 44.26', thence S 17°42'12" W 7.00' thence N 76°22'15" W 357.87' to the eastern right-of-way of South Square Drive, thence with the eastern right-of-way of South Square Drive, N 04°45'21" E 625.37' to the point of curvature, thence with the curved eastern right-of-way of South Square Drive an arc distance of 63.43', said curve being to the left having a radius of 1,000.00' and a chord bearing N 02°56'20" E 63.42' to the point of beginning containing 12.132 acres and a portion of the property in Deed Book 2705, Page 470 of the Pitt County Register of Deeds.

Section 3. That the Director of Planning and Development Services is directed to amend the zoning map of the City of Greenville in accordance with this ordinance.

Section 4. That all ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed.

Section 5. That this ordinance shall become effective upon its adoption.

ADOPTED this 8<sup>th</sup> day of September, 2022.

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P. J. Connelly, Mayor

ATTEST:

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Valerie Shiuwegar, City Clerk

1167159

**Excerpt from the adopted draft Planning & Zoning Commission Minutes (06/21/22)**

REQUEST BY KOTARIDES DEVELOPMENT TO REZONE A TOTAL OF 18.849 ACRES LOCATED EAST AND WEST OF SOUTH SQUARE DRIVE AND 630+/- FEET NORTH OF WHITLEY DRIVE FROM CG (GENERAL COMMERCIAL) TO R6 (RESIDENTIAL [HIGH DENSITY MULTI-FAMILY]).

Chantae Gooby presented for staff. The request consists of two tracts totaling 18.849 acres. The property is located in the Fork Swamp watershed. If stormwater rules apply, it will require 25-year detention. There is no special hazard area but wetlands, streams and buffers may exist. The corner of Fire Tower Road and Memorial Drive is a Community Activity Center which is where goods and services are provided for about a 3-mile radius. There is a decrease in traffic between the current zoning and the requested zoning at full build-out so a traffic volume report was not generated. The property is currently zoned CG (General Commercial) and could yield about 155,000 square feet of commercial space. Under the requested zoning, the two tracts together could yield about 225 multi-family units. The Future Land Use Plan recommends MUHI (Mixed Use High Intensity) at the corner of Memorial Drive and Fire Tower Road, transitions into MU (Mixed Use) and eventually transitions into residential. This property is in the MU (Mixed Use) which is described as a place to work, live and shop. In staff's opinion, the request is in compliance with the Horizons 2026: Greenville's Community Plan and the Future Land Use Plan. Therefore, staff recommends approval of the request.

Chairman Faison opened the public hearing.

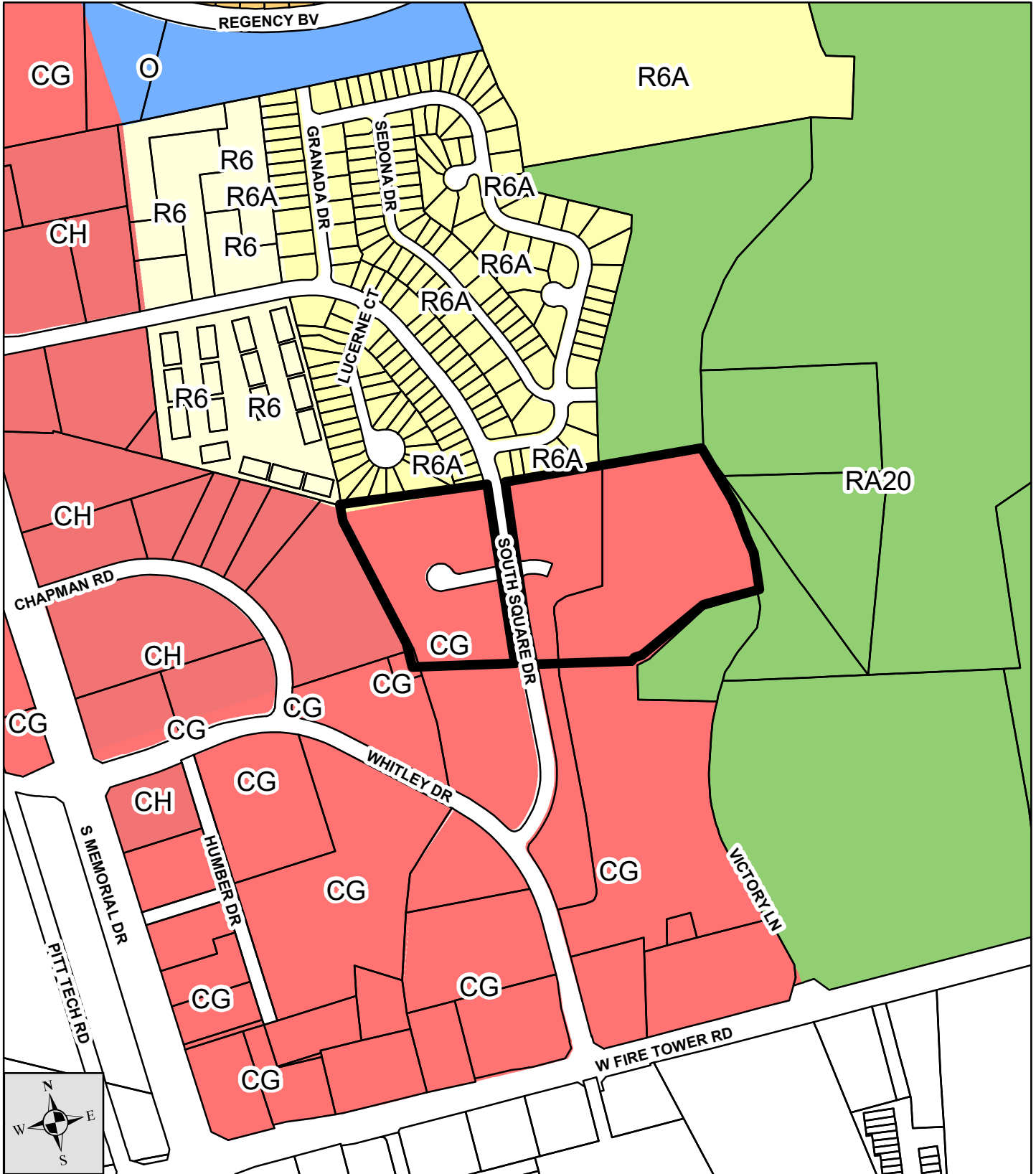
Mike Baldwin spoke in favor. The request is in compliance with the Future Land Use Plan and provides transitional zoning. There has been a wetlands evaluation and there are no wetlands on the site.

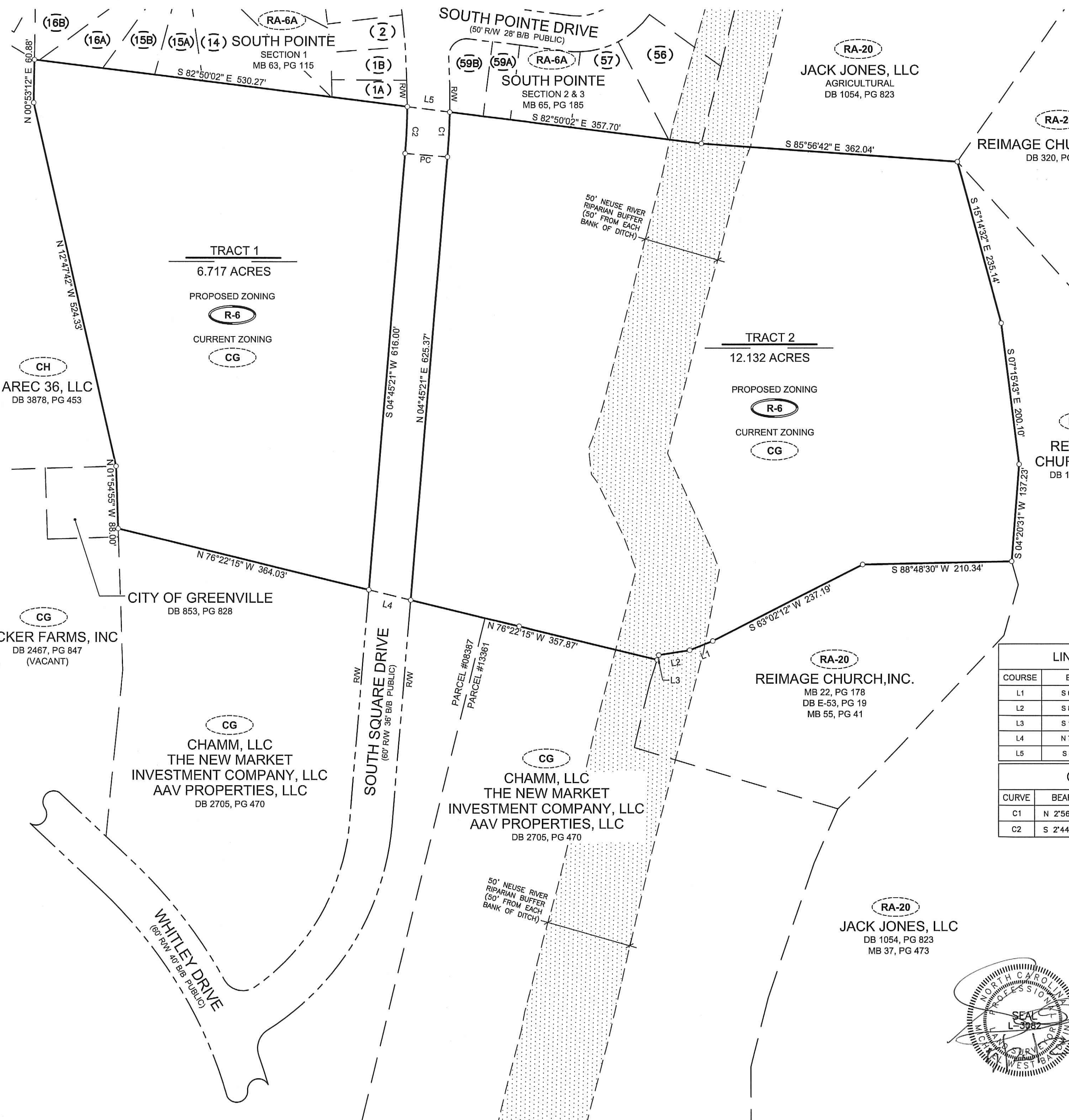
No one spoke in opposition.

Chairman Faison closed the public hearing.

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

**Kotarides Developers**  
**From: CG**  
**To: R6**  
**18.849 acres**  
**June 6, 2022**





**OWNER:** CHAMM, LLC  
**ADDRESS:** 1698 E. ARLINGTON BOULEVARD  
 GREENVILLE, NC 27858  
**PHONE:** (252) 714-0793

**OWNER:** THE NEW MARKET INVESTMENT GROUP, LLC  
**ADDRESS:** 1609 E. 5TH STREET  
 GREENVILLE, NC 27858  
**PHONE:** (252) 714-0793

**OWNER:** AAV PROPERTIES, LLC  
**ADDRESS:** 111 OXFORD ROAD  
 GREENVILLE, NC 27858  
**PHONE:** (252) 714-0793

**GENERAL NOTES**

- ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
- REFERENCE: DEED BOOK 2705, PAGE 470 OF THE PITT COUNTY REGISTER OF DEEDS.

**LEGEND**

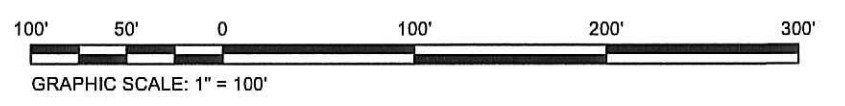
R/W = RIGHT-OF-WAY  
 B/B = BACK OF CURB TO BACK OF CURB  
 EIP = EXISTING IRON PIPE  
 SIP = SET IRON PIPE  
 ECM = EXISTING CONCRETE MONUMENT  
 EPKN = EXISTING PARKER KALON NAIL  
 SPKN = SET PARKER KALON NAIL  
 R = RADIUS  
 CH = CHORD  
 C/L = CENTERLINE  
 PC = POINT OF CURVATURE  
 --- = NOT TO SCALE

**LINE TABLE**

COURSE	BEARING	DISTANCE
L1	S 68°15'49" W	35.01'
L2	S 81°01'49" W	44.26'
L3	S 17°42'12" W	7.00'
L4	N 76°22'15" W	60.73'
L5	S 82°50'02" E	60.50'

**CURVE TABLE**

CURVE	BEARING	CHORD	RADIUS	LENGTH
C1	N 2°56'20" E	63.42'	1000.00'	63.43'
C2	S 2°44'42" W	65.96'	940.00'	65.98'



SHEET 1 OF 1  
 REZONING MAP

TAX PARCEL #13361  
 TAX PARCEL #08387

**KOTARIDES DEVELOPERS, LLC**

REFERENCE: BEING A PORTION OF THE PROPERTY DESCRIBED  
 IN DEED BOOK 2705, PAGE 470 OF THE PITT COUNTY REGISTER  
 OF DEEDS

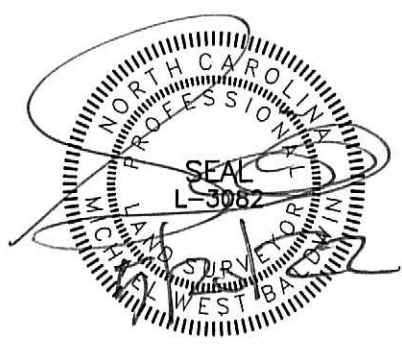
GREENVILLE, WINTERVILLE TOWNSHIP, PITT COUNTY, N.C.

**OWNER:** SEE LIST  
**ADDRESS:**  
**PHONE:**

 <b>Baldwin Design Consultants, PA</b> LICENSE # C-3498 ENGINEERING - SURVEYING - PLANNING 1700-D EAST ARLINGTON BOULEVARD GREENVILLE, NC 27858 252.756.1390	SURVEYED: MWB	APPROVED: MWB/IP
	DRAWN: CEL	DATE: 05/20/2022
	CHECKED: MWB	SCALE: 1" = 100'

**CLOSURE CHECK BOUNDARY**

CHECKED: WRH	DATE: 12/07/2021
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**CURRENT ZONING**

**CG (GENERAL COMMERCIAL) - PERMITTED USES**

<b>(1) General</b>	
a.	Accessory use or building
b.	Internal service facilities
c.	On-premise signs per Article N
e.	Temporary uses; of listed district uses
f.	Retail sales; incidental
g.	Incidental assembly of products sold at retail or wholesale as an accessory to principal uses
<b>(2) Residential - None</b>	
<b>(3) Home Occupations - None</b>	
<b>(4) Governmental</b>	
b.	City of Greenville municipal government building or use (see also section 9-4-103)
c.	County or state government building or use not otherwise listed; excluding outside storage and major or minor repair
d.	Federal government building or use
g.	Liquor store, state ABC
<b>(5) Agricultural/Mining</b>	
a.	Farming; agricultural, horticulture, forestry (see also section 9-4-103)
l.	Beekeeping; minor use (see also section 9-4-103)
<b>(6) Recreational/Entertainment</b>	
f.	Public park or recreational facility
h.	Commercial recreation; indoor only, not otherwise listed
j.	Bowling alley
m(1).	Dining and entertainment establishment (see also section 9-4-103)
n.	Theater; movie or drama, indoor only
q.	Circus, carnival, or fair, temporary only (see also section 9-4-103)
s.	Athletic club; indoor only
<b>(7) Office/Financial/Medical</b>	
a.	Office; professional and business, not otherwise listed
b.	Operation/processing center
d.	Bank, savings and loans or other savings or investment institutions
e.	Medical, dental, ophthalmology or similar clinic, not otherwise listed
g.	Catalogue processing center
<b>(8) Services</b>	
c.	Funeral home
e.	Barber or beauty salon
f.	Manicure, pedicure or facial salon
k.	Business or trade school
o.	Church or place of worship (see also section 9-4-103)
q.	Museum
r.	Art gallery
s.	Hotel, motel bed and breakfast inn; limited stay lodging (see also residential quarters for resident manager, supervisor or caretaker and section 9-4-103)
u.	Art studio including art and supply sales

v.	Photography studio including photo and supply sales
y(1)	TV and/or radio broadcast facilities, including receiving and transmission equipment and towers not exceeding 200 feet in height or cellular telephone and wireless communication towers not exceeding 200 feet in height (see also section 9-4-103)
y(4)	Distributed Antenna System (See also 9-4-103 (Q))
z.	Printing or publishing service including graphic art, maps, newspapers, magazines and books
aa.	Catering service including food preparation (see also restaurant; conventional and fast food)
hh.	Exercise and weight loss studio; indoor only
kk.	Launderette; household users
ll.	Dry cleaners; household users
oo.	Clothes alteration or shoe repair shop
pp.	Automobile wash
<b>(9) Repair</b>	
g.	Jewelry, watch, eyewear or other personal item repair
<b>(10) Retail Trade</b>	
a.	Miscellaneous retail sales; non-durable goods, not otherwise listed
d.	Pharmacy
e.	Convenience store (see also gasoline sales)
f.	Office and school supply, equipment sales
g.	Fish market; excluding processing or packing
h.	Restaurant; conventional
i.	Restaurant; fast food (see also section 9-4-103)
k.	Medical supply sales and rental of medically-related products including uniforms and related accessories
l.	Electronic; stereo, radio, computer, TV and the like, sales and accessory repair
m.	Appliance; household use, sales and accessory repair, excluding outside storage
p.	Furniture and home furnishing sales not otherwise listed
q.	Floor covering, carpet and wall covering sales
r.	Antique sales, excluding vehicles
s.	Book or card store, news stand
t.	Hobby or craft shop
u.	Pet shop (see also animal boarding; outside facility)
v.	Video or music store; records, tape, CD and the like sales
w.	Florist
x.	Sporting goods sales and rental shop
y.	Auto part sales (see also major and minor repair)
aa.	Pawnbroker
bb.	Lawn and garden supply and household implement sales and accessory service
ee.	Christmas tree sales lot; temporary only (see also section 9-4-103)
<b>(11) Wholesale/Rental/Vehicle-Mobile Home Trade</b>	
b.	Rental of home furniture, appliances or electronics and medically-related products (see also division (10k.))
c.	Rental of clothes and accessories; formal wear, and the like
<b>(12) Construction</b>	



	c. Construction office; temporary, including modular office (see also section 9-4-103)
	e. Building supply; lumber and materials sales, plumbing and/or electrical supply excluding outdoor sales
	f. Hardware store
(13) Transportation	
	c. Taxi or limousine service
	h. Parking lot or structure; principal use
(14) Manufacturing/Warehousing - None	
(15) Other Activities (not otherwise listed - all categories) - None	
<b>CG (GENERAL COMMERCIAL) - SPECIAL USES</b>	
(1) General - None	
(2) Residential	
	i. Residential quarters for resident manager, supervisor or caretaker; excluding mobile home
(3) Home Occupations - None	
(4) Governmental	
	a. Public utility building or use
(5) Agricultural/Mining - None	
(6) Recreational/Entertainment	
	d. Game center
	l. Billiard parlor or pool hall
	m. Public or private club
	t. Athletic club; indoor and outdoor facilities
	u. Internet sweepstakes business (see also section 9-4-103)
(7) Office/Financial/Medical	
	c. Office; customer service, not otherwise listed, including accessory service delivery vehicle parking and indoor storage
	f. Veterinary clinic or animal hospital (see also animal boarding; outside facility, kennel and stable)
(8) Services	
	a. Child day care facilities
	b. Adult day care facilities
	l. Convention center; private
(9) Repair	
	a. Major repair; as an accessory or principal use
	b. Minor repair; as an accessory or principal use
(10) Retail Trade	
	b. Gasoline or automotive fuel sales; accessory or principal use, retail
	c. Wine shop; including on-premise consumption (see also section 9-4-103)
	j. Restaurant and/or dining and entertainment establishment; regulated outdoor activities
	n. Appliance; commercial use, sales and accessory repair; excluding outside storage
	ff. Tobacco shop (Class 1) (see also section 9-4-103)
	gg. Tobacco shop (Class 2) (see also section 9-4-103)
	hh. Hookah café (see also section 9-4-103)
(11) Wholesale/Rental/Vehicle-Mobile Home Trade	

	d. Rental of automobiles, noncommercial trucks or trailers, recreational vehicles, motorcycles and boats
	f. Automobile, truck, recreational vehicle, motorcycle and boat sales and service (see also major and minor repair)
(12) Construction - None	
(13) Transportation - None	
(14) Manufacturing/Warehousing	
	k. Mini-storage warehouse; household excluding outside storage
(15) Other Activities (not otherwise listed - all categories)	
	a. Other activities; personal services not otherwise listed
	b. Other activities; professional services not otherwise listed
	c. Other activities; commercial services not otherwise listed
	d. Other activities; retail sales not otherwise listed
<b>PROPOSED ZONING</b>	
<b>R6 (RESIDENTIAL) - PERMITTED USES</b>	
(1) General	
	a. Accessory use or building
	c. On-premise signs per Article N
(2) Residential	
	a. Single-family dwelling
	b. Two-family attached dwelling (duplex)
	b(1). Master Plan Community per Article J
	c. Multi-family development per Article I
	f. Residential cluster development per Article M
	k. Family care homes (see also 9-4-103)
	q. Room renting
(3) Home Occupations - None	
(4) Governmental	
	b. City of Greenville municipal government building or use (see also section 9-4-103)
(5) Agricultural/Mining	
	a. Farming; agricultural, horticulture, forestry (see also section 9-4-103)
	l. Beekeeping; minor use (see also section 9-4-103)
(6) Recreational/Entertainment	
	f. Public park or recreational facility
	g. Private noncommercial park or recreational facility
(7) Office/Financial/Medical - None	
(8) Services	
	o. Church or place of worship (see also section 9-4-103)
(9) Repair - None	
(10) Retail Trade - None	
(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None	
(12) Construction	
	c. Construction office; temporary, including modular office (see also section 9-4-103)
(13) Transportation - None	
(14) Manufacturing/Warehousing - None	
(15) Other Activities (not otherwise listed - all categories) - None	
<b>R6 (RESIDENTIAL) - SPECIAL USES</b>	

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

# RESIDENTIAL DENSITY CHART

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

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

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

## BUFFERYARD SETBACK AND VEGETATION SCREENING CHART

For Illustrative Purposes Only

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

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

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

Street trees may count toward the minimum acreage.

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

Bufferyard C (screen required)	
Width	For every 100 linear feet
10'	3 large evergreen trees 4 small evergreens 16 evergreen shrubs

Where a fence or evergreen hedge (additional materials) is provided, the bufferyard width may be reduced to eight (8) feet.

Bufferyard D (screen required)	
Width	For every 100 linear feet
20'	4 large evergreen trees 6 small evergreens 16 evergreen shrubs

Bufferyard width may be reduced by fifty (50%) percent if a fence, evergreen hedge (additional material) or earth berm is provided.

Bufferyard E (screen required)	
Width	For every 100 linear feet
30'	6 large evergreen trees 8 small evergreens 26 evergreen shrubs

Bufferyard width may be reduced by fifty (50%) percent if a fence, evergreen hedge (additional material) or earth berm is provided.

Bufferyard F (screen required)	
Width	For every 100 linear feet
50'	8 large evergreen trees 10 small evergreens 36 evergreen shrubs

Bufferyard width may be reduced by fifty (50%) percent if a fence, evergreen hedge (additional material) or earth berm is provided.

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



# City of Greenville, North Carolina

Meeting Date: 09/08/2022

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**Title of Item:** Ordinance requested by Front Porch Management, LLC to rezone 1.4274 acres located between Red Banks Road and SE Greenville Boulevard and 350+/- feet east of Evans Street from CG (General Commercial) to CH (Heavy Commercial)

**Explanation:** **Required Notices:**

Planning and Zoning meeting notice (property owner and adjoining property owner letter) mailed on August 2, 2022.

On-site sign(s) posted on August 2, 2022.

City Council public hearing notice (property owner and adjoining property owner letter) mailed on August 23, 2022.

Public hearing legal advertisement published on August 27, 2022 and September 3, 2022.

**Comprehensive Plan:**

The Future Land Use and Character Map recommends commercial (C) for the area bounded by Red Banks Road, SE Greenville Boulevard and Evans Street.

Commercial

Primarily community- and regional-scale commercial development situated near and along major roadway corridors. Existing development is characterized by buildings set back from streets behind surface parking. That existing pattern should evolve to become more walkable with shorter blocks, buildings near streets, shared parking, and connections to surrounding development.

Intent:

- Provide connectivity to nearby uses (paths, streets)
- Locate new buildings near street on at least one side and accommodate parking to the side or rear of buildings
- Improve/provide public realm features such as signs, sidewalks, landscaping

- Reduce access-points into development for pedestrian and vehicular safety
- Reduce and consolidate surface parking

Primary uses:

Commercial (small and large format)

Office

Secondary uses:

Institutional/civic

**Thoroughfare/Traffic Report Summary (Engineering Department):**

Staff does not anticipate any change in density between the current and proposed zoning; therefore, a traffic volume report was not generated.

**History/Background:**

In 1969, the property zoned to its present zoning.

**Existing Land Uses:**

Vacant

**Water/Sewer:**

Water and sanitary sewer are available to the property.

**Historic Sites:**

There are no known effects on historic sites.

**Environmental Conditions/Constraints:**

The property is located in the Greens Mill Run Watershed. If stormwater rules apply, it would require 25-year detention and nitrogen and phosphorus reduction.

The property is not located in a Special Flood Hazard Area. There are no jurisdictional wetlands, streams or riparian buffers on the property.

**Surrounding Land Uses and Zoning:**

North: CG - Camping World

South: CG - Vacant (under common ownership of the applicant)

East: CG - Red Roof Inn  
West: Carolina Ice Zone

**Density Estimates:**

Staff does not anticipate any change in density between the current and proposed zoning.

The anticipated build-out is 1-2 years.

**Fiscal Note:**

No cost to the City.

**Recommendation:**

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

Therefore, staff recommends approval.

"In compliance with the comprehensive plan" should be construed as meaning the requested zoning is (i) either specifically recommended in the text of the Horizons Plan (or addendum to the plan) or is predominantly or completely surrounded by the same or compatible and desirable zoning and (ii) promotes the desired urban form. The requested district is considered desirable and in the public interest, and staff recommends approval of the requested rezoning.

The Planning and Zoning Commission voted unanimously to approve the request at its August 16, 2022 meeting.

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







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

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

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



## ATTACHMENTS

-  [Ordinance\\_-\\_Front\\_Porch\\_Mgmt.pdf](#)
-  [Minutes\\_-\\_Fronch\\_Porch\\_Mgmt.pdf](#)
-  [Front Porch apo map.pdf](#)
-  [Front porch survey.pdf](#)
-  [CG to CH.pdf](#)
-  [Bufferyard Chart Only.pdf](#)



LOCATION: Located between Red Banks Road and SE Greenville Boulevard and 350+/- feet east of Evans Street.

DESCRIPTION: Lying and being situate in Greenville, Greenville Township, Pitt County, North Carolina and being more particularly described as follows:

Beginning at a point in the southern right of way of Red Banks Road said point being the northwest corner of the A1 Hospitality, LLC property as recorded in deed book 2977, page 554 of the Pitt County Registry, thence from said point of beginning with the western line of the A1 Hospitality, LLC property S 39-47-28 E – 181.10’, thence leaving the western line of the A1 Hospitality, LLC property S 50-22-29 W – 272.87’ to a point in the eastern line of the Sportsworld Greenville Limited Partnership property as recorded in deed book 187, page 717, thence with the eastern line of the Sportsworld Greenville Limited Partnership property N 39-46-00 W – 274.72’ to the southern right of way of Red Banks Road, thence with the southern right of way of Red Banks Road N 69-18-00 E – 288.63’ to the point of beginning containing 1.4274 acres.

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

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

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

ADOPTED this 8<sup>th</sup> day of September, 2022.

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

ATTEST:

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

1169471

**Excerpt from the draft Planning & Zoning Commission Minutes (08/16/2022)**

REQUEST BY FRONT PORCH MANAGEMENT, LLC TO REZONE 1.4274 ACRES LOCATED BETWEEN RED BANKS ROAD AND SE GREENVILLE BOULEVARD AND 350+/- FEET EAST OF EVANS STREET FROM CG (GENERAL COMMERCIAL) TO CH (HEAVY COMMERCIAL)

Chantae Gooby presented for staff. The property is located in the Greens Mill Run watershed. For the Greens Mill Run watershed, if stormwater rules apply, it will would require a 25-year detention. The property is currently zoned CG (General Commercial) and the request is for CH (Heavy Commercial). There is no anticipated traffic increase, so a traffic volume report was not generated. Currently all the properties around this site are zoned CH (Heavy Commercial). The Future Land Use Plan recommends commercial in the area bounded by Red Banks Road, Evans Street and Greenville Boulevard. In staff's opinion, the request is in compliance with the Horizons 2026: Greenville's Community Plan and the Future Land Use Plan. Therefore, staff recommends approval of the request.

Chairman Faison opened the public hearing.

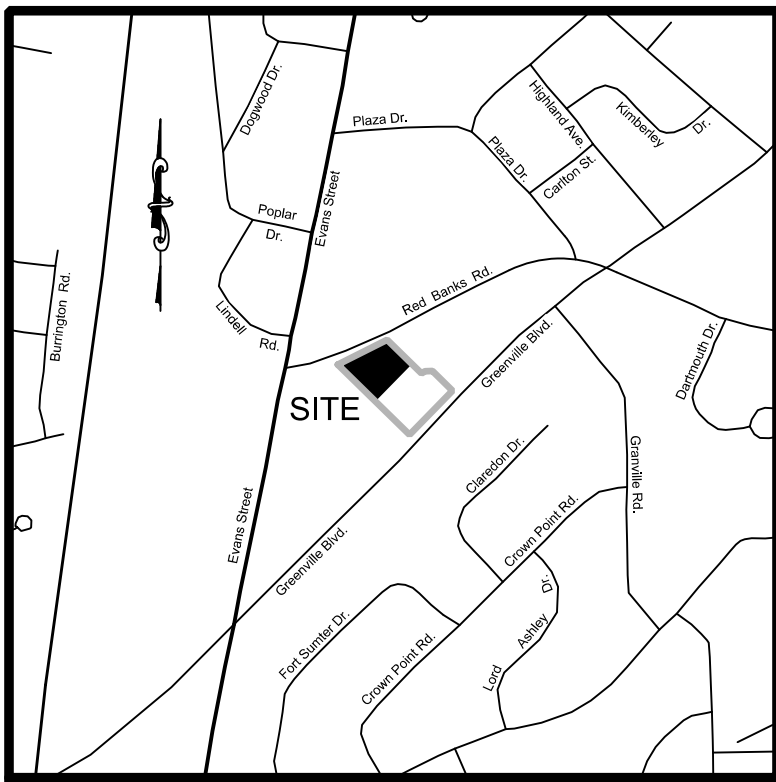
Ken Malpass, representing Front Porch Management, LLC, spoke in favor.

No one spoke in opposition.

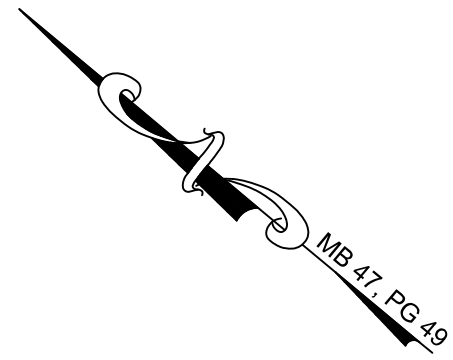
Chairman Faison closed the public hearing.

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





VICINITY MAP  
1" = 1000'



RED BANKS ROAD  
(80' PUBLIC R/W - 60' BC/BC)

N69°18'00"E - 288.63'

S39°47'28"E - 181.10'

S50°22'29"W - 272.87'

N39°46'00"W - 274.72'

N39°46'00"W - 248.98' (TIE)

N50°14'00"E - 154.95'

S50°14'00"W - 321.05' (TIE)

N50°14'00"E - 154.95'

N50°14'00"E - 154.95'

N50°14'00"E - 154.95'

N50°14'00"E - 154.95'

N50°14'00"E - 154.95'

NCGS LYNDAL  
NAD 83 (2011)  
N = 670,572.22  
E = 2,482,908.88

N 59°39'57"E  
454.46' GRID  
N 64°23'47"E  
454.51' GROUND

EIP  
N = 670,342.43  
E = 2,482,516.70

CAMPING WORLD  
PROPERTY INC  
DB 3740, PG 49  
CG

A1 HOSPITALITY, LLC  
DB 2977, PG 554  
CG

A1 HOSPITALITY, LLC  
DB 2977, PG 554  
CH

CRAIG F. GOESS  
CRAIG M. GOESS  
DB 3137, PG 62  
CH

GUI CHEN  
LI MEI CHEN  
DB 3473, PG 487  
CH

FRONT PORCH MANAGEMENT, LLC  
DB 4159, PG 193  
MB 47, PG 49  
CH

EXISTING ZONING  
CG  
PROPOSED ZONING  
CH  
1.4274 ACRES

SPORTSWORLD GREENVILLE  
LIMITED PARTNERSHIP  
DB 187, PG 717  
CG

GENERAL UTILITY COMPANY INC.  
ABJ ENTERPRISES INC., ETAL  
DB 3718, PG 314  
CH

TIPTON ANNEX, INC  
DB I-38, PG 497  
CH

US 264-A GREENVILLE BOULEVARD  
(100' PUBLIC R/W - 65' BC/BC)

REZONING MAP FOR  
FRONT PORCH MANAGEMENT, LLC

REFERENCE: A PORTION OF THE PROPERTY RECORDED  
IN DEED BOOK 4109, PAGE 819, AND DEED BOOK 4159, PAGE 193  
OF THE PIT COUNTY REGISTRY  
GREENVILLE GREENVILLE TWP. PITT COUNTY NORTH CAROLINA

OWNER:	FRONT PORCH MANAGEMENT, LLC	SURVEYED:	N/A
ADDRESS:	1003 RED BANKS ROAD GREENVILLE, NC 27858 (252) 531-5824	DRAWN:	MAH
		APPROVED:	CEP

		DATE:	07/18/22
		SCALE:	1" = 50'
		SHEET	1 OF 1



MALPASS & ASSOCIATES  
NC LICENSE NO. C-1289  
1645 EAST ARLINGTON BLVD., SUITE D  
GREENVILLE, N.C. 27858  
(252) 756-1780



<b>EXISTING ZONING</b>	
<b>CG (GENERAL COMMERCIAL) - PERMITTED USES</b>	
(1) General	
	a. Accessory use or building
	b. Internal service facilities
	c. On-premise signs per Article N
	e. Temporary uses; of listed district uses
	f. Retail sales; incidental
	g. Incidental assembly of products sold at retail or wholesale as an accessory to principal uses
(2) Residential - None	
(3) Home Occupations - None	
(4) Governmental	
	b. City of Greenville municipal government building or use (see also section 9-4-103)
	c. County or state government building or use not otherwise listed; excluding outside storage and major or minor repair
	d. Federal government building or use
	g. Liquor store, state ABC
(5) Agricultural/Mining	
	a. Farming; agricultural, horticulture, forestry (see also section 9-4-103)
	l. Beekeeping; minor use (see also section 9-4-103)
(6) Recreational/Entertainment	
	f. Public park or recreational facility
	h. Commercial recreation; indoor only, not otherwise listed
	j. Bowling alley
	m(1). Dining and entertainment establishment (see also section 9-4-103)
	n. Theater; movie or drama, indoor only
	q. Circus, carnival, or fair, temporary only (see also section 9-4-103)
	s. Athletic club; indoor only
(7) Office/Financial/Medical	
	a. Office; professional and business, not otherwise listed
	b. Operation/processing center
	d. Bank, savings and loans or other savings or investment institutions
	e. Medical, dental, ophthalmology or similar clinic, not otherwise listed
	g. Catalogue processing center
(8) Services	
	c. Funeral home
	e. Barber or beauty salon
	f. Manicure, pedicure or facial salon
	k. Business or trade school
	o. Church or place of worship (see also section 9-4-103)

	q.	Museum
	r.	Art gallery
	s.	Hotel, motel bed and breakfast inn; limited stay lodging (see also residential quarters for resident manager, supervisor or caretaker and section 9-4-103)
	u.	Art studio including art and supply sales
	v.	Photography studio including photo and supply sales
	y(1)	TV and/or radio broadcast facilities, including receiving and transmission equipment and towers not exceeding 200 feet in height or cellular telephone and wireless communication towers not exceeding 200 feet in height (see also section 9-4-103)
	y(4)	Distributed Antenna System (See also 9-4-103 (Q))
	z.	Printing or publishing service including graphic art, maps, newspapers, magazines and books
	aa.	Catering service including food preparation (see also restaurant; conventional and fast food)
	hh.	Exercise and weight loss studio; indoor only
	kk.	Launderette; household users
	ll.	Dry cleaners; household users
	oo.	Clothes alteration or shoe repair shop
	pp.	Automobile wash
(9) Repair		
	g.	Jewelry, watch, eyewear or other personal item repair
(10) Retail Trade		
	a.	Miscellaneous retail sales; non-durable goods, not otherwise listed
	d.	Pharmacy
	e.	Convenience store (see also gasoline sales)
	f.	Office and school supply, equipment sales
	g.	Fish market; excluding processing or packing
	h.	Restaurant; conventional
	i.	Restaurant; fast food (see also section 9-4-103)
	k.	Medical supply sales and rental of medically-related products including uniforms and related accessories
	l.	Electronic; stereo, radio, computer, TV and the like, sales and accessory repair
	m.	Appliance; household use, sales and accessory repair, excluding outside storage
	p.	Furniture and home furnishing sales not otherwise listed
	q.	Floor covering, carpet and wall covering sales
	r.	Antique sales, excluding vehicles
	s.	Book or card store, news stand
	t.	Hobby or craft shop
	u.	Pet shop (see also animal boarding; outside facility)
	v.	Video or music store; records, tape, CD and the like sales
	w.	Florist



	x.	Sporting goods sales and rental shop
	y.	Auto part sales (see also major and minor repair)
	aa.	Pawnbroker
	bb.	Lawn and garden supply and household implement sales and accessory service
	ee.	Christmas tree sales lot; temporary only (see also section 9-4-103)
<b>(11) Wholesale/Rental/Vehicle-Mobile Home Trade</b>		
	b.	Rental of home furniture, appliances or electronics and medically-related products (see also division (10k.))
	c.	Rental of clothes and accessories; formal wear, and the like
<b>(12) Construction</b>		
	c.	Construction office; temporary, including modular office (see also section 9-4-103)
	e.	Building supply; lumber and materials sales, plumbing and/or electrical supply excluding outdoor sales
	f.	Hardware store
<b>(13) Transportation</b>		
	c.	Taxi or limousine service
	h.	Parking lot or structure; principal use
<b>(14) Manufacturing/Warehousing</b>		
	c.	Bakery; production, storage, and shipment facilities
<b>(15) Other Activities (not otherwise listed - all categories) - None</b>		
<b>CG (GENERAL COMMERCIAL) - SPECIAL USES</b>		
<b>(1) General - None</b>		
<b>(2) Residential</b>		
	i.	Residential quarters for resident manager, supervisor or caretaker; excluding mobile home
<b>(3) Home Occupations - None</b>		
<b>(4) Governmental</b>		
	a.	Public utility building or use
<b>(5) Agricultural/Mining - None</b>		
<b>(6) Recreational/Entertainment</b>		
	d.	Game center
	l.	Billiard parlor or pool hall
	m.	Public or private club
	t.	Athletic club; indoor and outdoor facilities
	u.	Internet sweepstakes business (see also section 9-4-103)
<b>(7) Office/Financial/Medical</b>		
	c.	Office; customer service, not otherwise listed, including accessory service delivery vehicle parking and indoor storage
	f.	Veterinary clinic or animal hospital (see also animal boarding; outside facility, kennel and stable)

(8) Services	
	a. Child day care facilities
	b. Adult day care facilities
	l. Convention center; private
(9) Repair	
	a. Major repair; as an accessory or principal use
	b. Minor repair; as an accessory or principal use
(10) Retail Trade	
	b. Gasoline or automotive fuel sales; accessory or principal use, retail
	c. Wine shop; including on-premise consumption (see also section 9-4-103)
	j. Restaurant and/or dining and entertainment establishment; regulated outdoor activities
	n. Appliance; commercial use, sales and accessory repair; excluding outside storage
	ff. Tobacco shop (Class 1) (see also section 9-4-103)
	gg. Tobacco shop (Class 2) (see also section 9-4-103)
	hh. Hookah café (see also section 9-4-103)
(11) Wholesale/Rental/Vehicle-Mobile Home Trade	
	d. Rental of automobiles, noncommercial trucks or trailers, recreational vehicles, motorcycles and boats
	f. Automobile, truck, recreational vehicle, motorcycle and boat sales and service (see also major and minor repair)
(12) Construction - None	
(13) Transportation - None	
(14) Manufacturing/Warehousing	
	k. Mini-storage warehouse; household excluding outside storage
(15) Other Activities (not otherwise listed - all categories)	
	a. Other activities; personal services not otherwise listed
	b. Other activities; professional services not otherwise listed
	c. Other activities; commercial services not otherwise listed
	d. Other activities; retail sales not otherwise listed
<b>PROPOSED ZONING</b>	
<b>CH (HEAVY COMMERCIAL) - PERMITTED USES</b>	
(1) General	
	a. Accessory use or building
	b. Internal service facilities
	c. On-premise signs per Article N
	d. Off-premise signs per Article N
	e. Temporary uses; of listed district uses
	f. Retail sales; incidental
	g. Incidental assembly of products sold at retail or wholesale as an accessory to principal uses
(2) Residential - None	

(3) Home Occupations - None	
(4) Governmental	
	a. Public utility building or use
	b. City of Greenville municipal government building or use (see also section 9-4-103)
	c. County or state government building or use not otherwise listed; excluding outside storage and major or minor repair
	d. Federal government building or use
	e. County government operation center
	g. Liquor store, state ABC
(5) Agricultural/Mining	
	a. Farming; agricultural, horticulture, forestry (see also section 9-4-103)
	b. Greenhouse or plant nursery; including accessory sales
	d. Farmers market
	e. Kennel (see also section 9-4-103)
	h. Animal boarding not otherwise listed; outside facility, as an accessory or principal use
	i. Beekeeping; minor use (see also section 9-4-103)
(6) Recreational/Entertainment	
	b. Golf course; par three
	c. Golf driving range
	c(1). Tennis club; indoor and outdoor facilities
	e. Miniature golf or putt-putt course
	f. Public park or recreational facility
	h. Commercial recreation; indoor only, not otherwise listed
	i. Commercial recreation; indoor and outdoor, not otherwise listed
	j. Bowling alley
	m(1). Dining and entertainment establishment (see also section 9-4-103)
	n. Theater; movie or drama, indoor only
	o. Theater; movie or drama, including outdoor facilities
	q. Circus, carnival, or fair, temporary only (see also section 9-4-103)
	s. Athletic club; indoor only
	t. Athletic club; indoor and outdoor facilities
(7) Office/Financial/Medical	
	a. Office; professional and business, not otherwise listed
	b. Operation/processing center
	c. Office; customer service, not otherwise listed, including accessory service delivery vehicle parking and indoor storage
	d. Bank, savings and loans or other savings or investment institutions

	e.	Medical, dental, ophthalmology or similar clinic, not otherwise listed
	f.	Veterinary clinic or animal hospital (see also animal boarding; outside facility, kennel and stable)
	g.	Catalogue processing center
<b>(8) Services</b>		
	c.	Funeral home
	e.	Barber or beauty salon
	f.	Manicure, pedicure or facial salon
	n.	Auditorium
	o.	Church or place of worship (see also section 9-4-103)
	q.	Museum
	r.	Art gallery
	s.	Hotel, motel bed and breakfast inn; limited stay lodging (see also residential quarters for resident manager, supervisor or caretaker and section 9-4-103)
	u.	Art studio including art and supply sales
	v.	Photography studio including photo and supply sales
	y.	TV and/or radio broadcast facilities, including receiving and transmission equipment and towers or cellular telephone and wireless communication towers
	y(4)	Distributed Antenna System (See also 9-4-103 (Q))
	z.	Printing or publishing service including graphic art, maps, newspapers, magazines and books
	aa.	Catering service including food preparation (see also restaurant; conventional and fast food)
	bb.	Civic organizations
	cc.	Trade or business organizations
	hh.	Exercise and weight loss studio; indoor only
	kk.	Launderette; household users
	ll.	Dry cleaners; household users
	mm.	Commercial laundries; linen supply
	oo.	Clothes alteration or shoe repair shop
	pp.	Automobile wash
<b>(9) Repair</b>		
	b.	Minor repair; as an accessory or principal use
	c.	Upholsterer; automobile, truck, boat, or other vehicle, trailer or van
	d.	Upholsterer; furniture
	f.	Appliance; household and office equipment repair
	g.	Jewelry, watch, eyewear or other personal item repair
<b>(10) Retail Trade</b>		
	a.	Miscellaneous retail sales; non-durable goods, not otherwise listed
	b.	Gasoline or automotive fuel sales; accessory or principal use, retail

c.	Wine shop; including on-premise consumption (see also section 9-4-103)
d.	Pharmacy
e.	Convenience store (see also gasoline sales)
f.	Office and school supply, equipment sales
g.	Fish market; excluding processing or packing
h.	Restaurant; conventional
i.	Restaurant; fast food
k.	Medical supply sales and rental of medically-related products including uniforms and related accessories
l.	Electronic; stereo, radio, computer, TV, etc... sales and accessory repair
m.	Appliance; household use, sales and accessory repair, excluding outside storage
o.	Appliance; household, commercial or industrial use, sales and accessory repair, including outside storage
p.	Furniture and home furnishing sales not otherwise listed
q.	Floor covering, carpet and wall covering sales
r.	Antique sales, excluding vehicles
s.	Book or card store, news stand
t.	Hobby or craft shop
u.	Pet shop (see also animal boarding; outside facility)
v.	Video or music store; records, tape, CD and the like sales
w.	Florist
x.	Sporting goods sales and rental shop
y.	Auto part sales (see also major and minor repair)
aa.	Pawnbroker
bb.	Lawn and garden supply and household implement sales and accessory service
cc.	Farm supply and commercial implement sales
ee.	Christmas tree sales lot; temporary only (see also section 9-4-103)
<b>(11) Wholesale/Rental/Vehicle-Mobile Home Trade</b>	
a.	Wholesale; durable and nondurable goods, not otherwise listed
b.	Rental of home furniture, appliances or electronics and medically-related products (see also division (10k.))
c.	Rental of clothes and accessories; formal wear, and the like
d.	Rental of automobiles, noncommercial trucks or trailers, recreational vehicles, motorcycles and boats
e.	Rental of tractors and/or trailers, or other commercial or industrial vehicles or machinery
f.	Automobiles, truck, recreational vehicle, motorcycles and boats sales and services (see also major and minor repair)
g.	Mobile home sales including accessory mobile home office

(12) Construction	
	a. Licensed contractor; general electrical, plumbing, mechanical, etc... excluding outside storage
	b. Licensed contractor; general electrical, plumbing, mechanical, etc... including outside storage
	c. Construction office; temporary, including modular office (see also section 9-4-103)
	e. Building supply; lumber and materials sales, plumbing and/or electrical supply excluding outdoor sales
	f. Hardware store
(13) Transportation	
	c. Taxi or limousine service
	e. Parcel delivery service
	f. Ambulance service
	h. Parking lot or structure; principal use
(14) Manufacturing/Warehousing	
	a. Ice plant and freezer lockers
	b. Dairy; production, storage, and shipment facilities
	c. Bakery; production, storage, and shipment facilities
	g. Cabinet, woodwork or frame shop; excluding furniture manufacturing or upholstery
	h. Engraving; metal, glass or wood
	i. Moving and storage of nonhazardous materials; excluding outside storage
	k. Mini-storage warehouse, household; excluding outside storage
	m. Warehouse; accessory to approved commercial or industrial uses within the district; excluding outside storage
	u. Tire recapping or retreading plant
(15) Other Activities (not otherwise listed - all categories) - None	
<b>CH (HEAVY COMMERCIAL) - SPECIAL USES</b>	
(1) General - None	
(2) Residential	
	i. Residential quarters for resident manager, supervisor or caretaker; excluding mobile home
	j. Residential quarters for resident manager, supervisor or caretaker; including mobile home
(3) Home Occupations - None	
(4) Governmental - None	
(5) Agricultural/Mining	
	k. Sand mining
	m. Beekeeping; major use
(6) Recreational/Entertainment	
	d. Game center
	l. Billiard parlor or pool hall

	m.	Public or private club
	r.	Adult uses
	u.	Internet sweepstakes business (see also section 9-4-103)
(7) Office/Financial/Medical - None		
(8) Services		
	a.	Child day care facilities
	b.	Adult day care facilities
	l.	Convention center; private
	dd.	Massage establishment
	ff(1).	Mental health, emotional or physical rehabilitation day program facility
(9) Repair		
	a.	Major repair; as an accessory or principal use
(10) Retail Trade		
	j.	Restaurant and/or dining and entertainment establishment; regulated outdoor activities
	n.	Appliance; commercial use, sales and accessory repair; excluding outside storage
	z.	Flea market
	ff.	Tobacco shop (Class 1) (see also section 9-4-103)
	gg.	Tobacco shop (Class 2) (see also section 9-4-103)
	hh.	Hookah café (see also section 9-4-103)
(11) Wholesale/Rental/Vehicle-Mobile Home Trade - None		
(12) Construction - None		
(13) Transportation - None		
(14) Manufacturing/Warehousing		
	d.	Stone or monument cutting, engraving
	j.	Moving and storage; including outside storage
	l.	Warehouse or mini-storage warehouse, commercial or industrial; including outside storage
	y.	Recycling collection station or facilities
(15) Other Activities (not otherwise listed - all categories)		
	a.	Other activities; personal services not otherwise listed
	b.	Other activities; professional services not otherwise listed
	c.	Other activities; commercial services not otherwise listed
	d.	Other activities; retail sales not otherwise listed

## BUFFERYARD SETBACK AND VEGETATION SCREENING CHART

For Illustrative Purposes Only

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

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

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

Street trees may count toward the minimum acreage.

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

Bufferyard C (screen required)	
Width	For every 100 linear feet
10'	3 large evergreen trees 4 small evergreens 16 evergreen shrubs

Where a fence or evergreen hedge (additional materials) is provided, the bufferyard width may be reduced to eight (8) feet.

Bufferyard D (screen required)	
Width	For every 100 linear feet
20'	4 large evergreen trees 6 small evergreens 16 evergreen shrubs

Bufferyard width may be reduced by fifty (50%) percent if a fence, evergreen hedge (additional material) or earth berm is provided.

Bufferyard E (screen required)	
Width	For every 100 linear feet
30'	6 large evergreen trees 8 small evergreens 26 evergreen shrubs

Bufferyard width may be reduced by fifty (50%) percent if a fence, evergreen hedge (additional material) or earth berm is provided.

Bufferyard F (screen required)	
Width	For every 100 linear feet
50'	8 large evergreen trees 10 small evergreens 36 evergreen shrubs

Bufferyard width may be reduced by fifty (50%) percent if a fence, evergreen hedge (additional material) or earth berm is provided.

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





## City of Greenville, North Carolina

Meeting Date: 09/08/2022

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**Title of Item:** Ordinance requiring the demolition and removal of the nonresidential building or structure located at 1311 West Fourth Street, Tax Parcel #26988

**Explanation:** The Planning and Development Services Department is requesting that the City Council approve an ordinance requiring the owner of a nonresidential building or structure on one parcel to demolish and remove the nonresidential building or structure pursuant to the City Code Section 9-1-129 (D)(2): "ordering the Enforcement officer to cause the nonresidential building or structure to be demolished and removed, as provided in the original order of the Enforcement officer". The proposed ordinance provides that the owner has 90 days to demolish and remove the nonresidential building or structure and if the owner fails to accomplish this within 90 days, then the City will proceed with demolishing and removing the nonresidential building or structure.

- On January 10, 2022, Notice of Complaint and Hearing was sent by certified mail to the listed owner(s) and heirs
- On January 15 and 22, 2022, Notice of Complaint and Hearing was published in the Greenville, NC Daily Reflector to the listed owner(s) and heirs to ensure all owners and parties in interest, specifically unknown and unnamed, received proper notice and an opportunity for hearing on the action(s) to be taken by the City for the nonresidential building or structure located at 1311 W. Fourth Street, Tax Parcel #26988.
- On February 14, 2022, the City held a hearing. No owners, parties in interest, or their agent or attorneys attended.
- On February 15, 2022, Notice of Finding of Fact and Order was sent by certified mail to the listed owner(s) and heirs

- On February 19 and 26, 2022, Notice of Finding of Fact and Order was published in the Greenville, NC Daily Reflector.
- The Order instructed the listed owner(s) and heirs to bring the nonresidential building or structure into compliance with the Nonresidential Building or Structure Code of the City of Greenville by demolishing and removing the nonresidential building or structure by a date no later than the May 26, 2022.
- The nonresidential building or structure has been vacated and closed without utilities for well over 5 years.
- The current Pitt County Tax Assessor's report values the property at \$16,103 (Building value is listed as \$13,503, Extra features value of \$0, and the land value is \$2,600 for a total tax value of \$16,103).
- The estimated cost to repair the main nonresidential building or structure is \$55,839.24

**Fiscal Note:**

Costs to test and abate asbestos (if present) and demolish the structure are estimated at \$5,000. The cost of demolition and removal shall constitute a lien against the real property upon which the cost was incurred. The lien shall be filed, have the same priority, and be collected in the same manner as the lien for special assessment established by Article 11 of Chapter 160D of the North Carolina General Statutes. If the nonresidential building or structure is removed or demolished by the public officer, the local government shall sell the materials of the nonresidential building or structure, and any personal property, fixtures, or appurtenances found in or attached to the nonresidential building or structure, and shall credit the proceeds of the sale against the cost of the removal or demolition, and any balance remaining shall be deposited in the superior court by the public officer, shall be secured in a manner directed by the court, and shall be disbursed by the court to the persons found to be entitled thereto by final order or decree of the court.

**Recommendation:**

Staff recommends that Council approve the ordinance requiring the demolition and remove the nonresidential building or structure located at 1311 W. Fourth Street. Tax Parcel #26988.

ATTACHMENTS

-  **1169014 - 1311 West 4th Street Demo Ordinance - 1 - COG.DOCX**
-  **Front-1311 W 4th.jpg**
-  **Back-1311 W 4th.jpg**
-  **Inside-1311 W 4th.jpg**

ORDINANCE NO. \_\_\_\_

ORDINANCE REQUIRING THE DEMOLITION AND REMOVAL OF THE  
NONRESIDENTIAL BUILDING OR STRUCTURE LOCATED AT:  
**1311 W. FOURTH STREET, TAX PARCEL NUMBER# 26988**  
**(CODE CASE# ICNR-2021-00004)**

WHEREAS, pursuant to the enforcement of the Nonresidential Building or Structure Code contained in Title 9, Chapter 1, Article G of Title 9 of the Code of the City of Greenville, North Carolina, as authorized by the provisions of North Carolina General Statute 160D-1129(f), the owner of the nonresidential building or structure described below has failed to comply with an Order to either (i) repair, alter or improve the nonresidential building or structure to bring it into compliance with the minimum standards established by the Nonresidential Building or Structure Code or (ii) demolish and remove the nonresidential building or structure;

WHEREAS, the City Council of the City of Greenville does hereby find and determine that the owner of the nonresidential building or structure described below has been given a reasonable opportunity to bring the nonresidential building or structure in conformity with the minimum standards established by the Nonresidential Building or Structure Code contained in Section 9-1-125 of the Code of the City of Greenville, North Carolina; and

WHEREAS, G.S. § 160D-1129(f) and Section 9-1-129(d), of the Code of the City of Greenville, North Carolina empower the City Council of the City of Greenville to enact this ordinance to authorize and direct the Enforcement Officer to remove or demolish a nonresidential building or structure when the owner has failed to comply with an Order of the Enforcement Officer issued pursuant to the provisions of the Nonresidential Building or Structure Code;

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

Section 1. The owner(s), Louis Tyson, Derrick Felder, Luther Smith (Smith Land Trust), Mr. Cooper Home Loans (Mortgagee (Deed of Trust)), & Any un-named or unknown Heirs of Pearlina K. Felder, of the nonresidential building or structure located at 1311 W. Fourth Street, Tax Parcel #26988 in the City of Greenville, North Carolina, is hereby directed and required to

demolish and remove the nonresidential within ninety (90) days from the effective date of this ordinance.

Section 2. The Enforcement Officer is hereby authorized and directed to proceed to demolish and remove the nonresidential building or structure in the event the owner fails to comply with the provisions of Section 1 of this ordinance within ninety (90) days, said nonresidential building or structure being located at 1311 W. Fourth Street, Greenville, North Carolina, and owned by Louis Tyson, Derrick Felder, Luther Smith (Smith Land Trust), Mr. Cooper Home Loans (Mortgagee (Deed of Trust)), & Any un-named or unknown Heirs of Pearline K. Felder.

Section 3. The cost of demolition and removal shall constitute a lien against the real property described above. The lien shall be filed, have the same priority, and be enforced and the costs collected in the same manner as the lien for special assessment established by Article 10 of Chapter 160D of the North Carolina General Statutes. The usable material of the nonresidential building or structure and any personal property, fixtures, or appurtenances found in or attached to the nonresidential building or structure shall be sold and the proceeds shall be credited against the cost of removal or demolition and any balance remaining shall be deposited in superior court where it shall be secured and disbursed in the manner provided by G.S. § 160D-1129(I)(3).

Section 4. This ordinance shall be recorded in the Office of the Register of Deeds of Pitt County and shall be indexed in the name of the property owner in the grantor index.

Section 5. This ordinance shall become effective upon its adoption.

This the 8<sup>th</sup> day of September, 2022.

\_\_\_\_\_  
PJ Connelly, Mayor

ATTEST:

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

NORTH CAROLINA  
PITT COUNTY

I, \_\_\_\_\_, a Notary Public in and for said state and county, do hereby certify that Valerie Shiuwegar personally appeared before me this day and

acknowledging that she is the City Clerk 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 the Mayor, sealed with the corporate seal and attested by herself as its City Clerk.

Witness my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
Notary Public

My Commission Expires:





Aug 23, 2022 8:46:29 AM  
William Lowery  
1311 W. Fourth Street  
Greenville, NC 27834







# City of Greenville, North Carolina

Meeting Date: 09/08/2022

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**Title of Item:** Ordinance requiring the demolition and removal of the dwelling located at 902 Ward Street, Tax Parcel #6722

**Explanation:** The Planning and Development Services Department is requesting that the City Council approve an ordinance requiring the owner of a dwelling or dwelling units on one parcel to demolish and remove the dwelling(s) pursuant to the City Code Section 9-1-110 (C)(2): “ordering the Code Enforcement Coordinator or officer to cause the structure to be removed or demolished, as provided in the original order of the Code Enforcement Coordinator or officer”. The proposed ordinance provides that the owner has 90 days to demolish and remove the dwelling(s) and if the owner fails to accomplish this within 90 days, then the City will proceed with demolishing and removing the dwelling(s).

- On June 14, 2022, Notice of Violation and Hearing was sent by certified mail to the listed owner(s).
- On June 30, 2022, the City held a hearing. The owner(s) attended the hearing.
- On June 30, 2022, Notice of Finding of Fact and Order was sent by certified mail to the listed owner(s).
- The Order instructed the listed owner(s) to bring the dwelling into compliance with the Minimum Housing Code of the City of Greenville by repairing, altering or improving the dwelling in order to render it in compliance with the minimum standards or by demolishing and removing the structure by a date no later than the July 29, 2022.
- The dwelling(s) has/have been vacated without utilities for well over 5 years.

- The current Pitt County Tax Assessor's report values the property at \$136,434 (Building value is listed as \$132,354, Extra features value of \$0, and the land value is \$4,080 for a total tax value of \$136,434).
- The estimated cost to repair the main dwellings is \$90,513.70.

**Fiscal Note:**

Costs to test and abate asbestos (if present) and demolish the structure are estimated at \$7,200. The cost of demolition and removal shall constitute a lien against the real property upon which the cost was incurred. The lien shall be filed, have the same priority, and be collected in the same manner as the lien for special assessment established by Article 12 of Chapter 160D of the North Carolina General Statutes. If the dwelling is removed or demolished by the public officer, the local government shall sell the materials of the dwelling, and any personal property, fixtures, or appurtenances found in or attached to the dwelling, and shall credit the proceeds of the sale against the cost of the removal or demolition, and any balance remaining shall be deposited in the superior court by the public officer, shall be secured in a manner directed by the court, and shall be disbursed by the court to the persons found to be entitled thereto by final order or decree of the court.

**Recommendation:** Staff recommends that Council approve the ordinance requiring the demolition and removal of the dwelling located at 902 Ward Street, Tax Parcel #6722

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ATTACHMENTS

- 📎 [1169536 - 902 Ward Street Demo Ordinance - 1 - COG.DOCX](#)
- 📎 [Front-902 Ward Street.jpg](#)
- 📎 [Back-902 Ward.jpg](#)
- 📎 [Inside-902 Ward.jpg](#)
- 📎 [Side-902 Ward.jpg](#)

ORDINANCE NO. \_\_\_\_

ORDINANCE REQUIRING THE DEMOLITION AND REMOVAL OF THE DWELLING  
LOCATED AT:

**902 WARD STREET, TAX PARCEL NUMBER# 06722  
(CODE CASE# CEMH-2022-00028)**

WHEREAS, pursuant to the enforcement of the Minimum Housing Code contained in Title 9, Chapter 1, Article F of the Code of the City of Greenville, North Carolina, as authorized by the provisions of Article 12 of Chapter 160D of the North Carolina General Statutes (G.S.), the owner of the dwelling described below has failed to comply with an Order to either (i) repair, alter, or improve the dwelling to bring it into compliance with the minimum standards established by the Minimum Housing Code or (ii) demolish and remove the dwelling;

WHEREAS, the City Council of the City of Greenville does hereby find and determine that the owner of the dwelling described below has been given a reasonable opportunity to bring the dwelling in conformity with the minimum standards established by the Minimum Housing Code contained in Section 9-1-93 through 9-1-104 of the Code of the City of Greenville, North Carolina; and

WHEREAS, G.S. § 160D-1203 and Section 9-1-110 (C)(2), of the Code of the City of Greenville, North Carolina empower the City Council of the City of Greenville to enact this ordinance to authorize and direct the Code Enforcement officer to remove or demolish a dwelling when the owner has failed to comply with an Order of the Code Enforcement Officer issued pursuant to the provisions of the Minimum Housing Code;

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

Section 1. The owner(s), Jerome Wilson & Nathaniel Wilson, of the dwelling located at 902 Ward Street, Tax Parcel # 06722 in the City of Greenville, North Carolina, is hereby directed and required to demolish and remove the dwelling within ninety (90) days from the effective date of this ordinance.

Section 2. The Code Enforcement Supervisor is hereby authorized and directed to proceed to demolish and remove the dwelling in the event the owner fails to comply with the provisions of Section 1 of this ordinance within ninety (90) days, said dwelling being located at 902 Ward Street, Greenville, North Carolina, and owned by Jerome Wilson & Nathaniel Wilson.

Section 3. The cost of demolition and removal shall constitute a lien against the real property upon which the cost was incurred. The lien shall be filed, have the same priority, and be collected in the same manner as the lien for special assessment established by Article 12 of Chapter 160D of the North Carolina General Statutes. The usable material of the dwelling and any personal property, fixtures, or appurtenances found in or attached to the dwelling shall be sold and the proceeds shall be credited against the cost of removal or demolition and any balance remaining shall be deposited in superior court where it shall be secured and disbursed in the manner provided by G.S. § 160D-1203(7).

Section 4. This ordinance shall be recorded in the Office of the Register of Deeds of Pitt County and shall be indexed in the name of the property owner in the grantor index.

Section 5. This ordinance shall become effective upon its adoption.

This the 8<sup>th</sup> day of September, 2022.

\_\_\_\_\_  
PJ Connelly, Mayor

ATTEST:

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

NORTH CAROLINA  
PITT COUNTY

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

Witness my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
Notary Public

My Commission Expires:



Jun 9, 2022 8:52:48 AM  
Antowion Whitney  
902 Ward Street  
Greenville, NC 27834





Jun 9, 2022 8:46:12 AM  
Antowion Whitney  
902 Ward Street  
Greenville, NC 27834





Jun 9, 2022 8:41:55 AM  
Antowion Whitney  
902 Ward Street  
Greenville, NC 27834



# City of Greenville, North Carolina

Meeting Date: 09/08/2022

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**Title of Item:** Ordinance requiring the demolition and removal of the dwelling located at 904 Ward Street, Tax Parcel #6681

**Explanation:** The Planning and Development Services Department is requesting that the City Council approve an ordinance requiring the owner of a dwelling or dwelling units on one parcel to demolish and remove the dwelling(s) pursuant to the City Code Section 9-1-110 (C)(2): "ordering the Code Enforcement Coordinator or officer to cause the structure to be removed or demolished, as provided in the original order of the Code Enforcement Coordinator or officer". The proposed ordinance provides that the owner has 90 days to demolish and remove the dwelling(s) and if the owner fails to accomplish this within 90 days, then the City will proceed with demolishing and removing the dwelling(s).

- On June 9, 2022, Notice of Violation and Hearing was sent by certified mail to the listed owner(s).
- On June 27, 2022, the City held a hearing. The owner(s) attended the hearing.
- On July 6, 2022, Notice of Finding of Fact and Order was sent by certified mail to the listed owner(s).
- The Order instructed the listed owner(s) to bring the dwelling into compliance with the Minimum Housing Code of the City of Greenville by repairing, altering or improving the dwelling in order to render it in compliance with the minimum standards or by demolishing and removing the structure by a date no later than the July 28, 2022.
- The dwelling(s) has/have been vacated without utilities for well over 5 years.

- The current Pitt County Tax Assessor's report values the property at \$6,327 (Building value is listed as \$2,487, Extra features value of \$0, and the land value is \$3,840 for a total tax value of \$6,327).
- The estimated cost to repair the main dwellings is \$73,697.80.

**Fiscal Note:**

Costs to test and abate asbestos (if present) and demolish the structure are estimated at \$3,800. The cost of demolition and removal shall constitute a lien against the real property upon which the cost was incurred. The lien shall be filed, have the same priority, and be collected in the same manner as the lien for special assessment established by Article 12 of Chapter 160D of the North Carolina General Statutes. If the dwelling is removed or demolished by the public officer, the local government shall sell the materials of the dwelling, and any personal property, fixtures, or appurtenances found in or attached to the dwelling, and shall credit the proceeds of the sale against the cost of the removal or demolition, and any balance remaining shall be deposited in the superior court by the public officer, shall be secured in a manner directed by the court, and shall be disbursed by the court to the persons found to be entitled thereto by final order or decree of the court.

**Recommendation:** Staff recommends that Council approve the ordinance requiring the demolition and removal of the dwelling located at 904 Ward Street, Tax Parcel #6681

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ATTACHMENTS

- 📎 [1169543 - 904 Ward Street Demo Ordinance - 1 - COG.DOCX](#)
- 📎 [Front-904 Ward St.jpg](#)
- 📎 [Inside-904 Ward St.jpg](#)
- 📎 [Side-904 Ward St.jpg](#)

ORDINANCE NO. \_\_\_\_

ORDINANCE REQUIRING THE DEMOLITION AND REMOVAL OF THE DWELLING  
LOCATED AT:  
**904 WARD STREET, TAX PARCEL NUMBER# 06681**  
**(CODE CASE# CEMH-2022-00030)**

WHEREAS, pursuant to the enforcement of the Minimum Housing Code contained in Title 9, Chapter 1, Article F of the Code of the City of Greenville, North Carolina, as authorized by the provisions of Article 12 of Chapter 160D of the North Carolina General Statutes (G.S.), the owner of the dwelling described below has failed to comply with an Order to either (i) repair, alter, or improve the dwelling to bring it into compliance with the minimum standards established by the Minimum Housing Code or (ii) demolish and remove the dwelling;

WHEREAS, the City Council of the City of Greenville does hereby find and determine that the owner of the dwelling described below has been given a reasonable opportunity to bring the dwelling in conformity with the minimum standards established by the Minimum Housing Code contained in Section 9-1-93 through 9-1-104 of the Code of the City of Greenville, North Carolina; and

WHEREAS, G. S. § 160D-1203 and Section 9-1-110 (C)(2), of the Code of the City of Greenville, North Carolina empower the City Council of the City of Greenville to enact this ordinance to authorize and direct the Code Enforcement officer to remove or demolish a dwelling when the owner has failed to comply with an Order of the Code Enforcement Officer issued pursuant to the provisions of the Minimum Housing Code;

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

Section 1. The owner(s), James Turnage & Charlene N. Turnage, of the dwelling located at 904 Ward Street, Tax Parcel # 06681 in the City of Greenville, North Carolina, is hereby directed and required to demolish and remove the dwelling within ninety (90) days from the effective date of this ordinance.

Section 2. The Code Enforcement Supervisor is hereby authorized and directed to proceed to demolish and remove the dwelling in the event the owner fails to comply with the provisions of Section 1 of this ordinance within ninety (90) days, said dwelling being located at 904 Ward Street, Greenville, North Carolina, and owned by James Turnage & Charlene N. Turnage.

Section 3. The cost of demolition and removal shall constitute a lien against the real property upon which the cost was incurred. The lien shall be filed, have the same priority, and be collected in the same manner as the lien for special assessment established by Article 12 of Chapter 160D of the North Carolina General Statutes. The usable material of the dwelling and any personal property, fixtures, or appurtenances found in or attached to the dwelling shall be sold and the proceeds shall be credited against the cost of removal or demolition and any balance remaining shall be deposited in superior court where it shall be secured and disbursed in the manner provided by G.S. § 160D-1203(7).

Section 4. This ordinance shall be recorded in the Office of the Register of Deeds of Pitt County and shall be indexed in the name of the property owner in the grantor index.

Section 5. This ordinance shall become effective upon its adoption.

This the 8<sup>th</sup> day of September, 2022.

\_\_\_\_\_  
PJ Connelly, Mayor

ATTEST:

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

NORTH CAROLINA  
PITT COUNTY

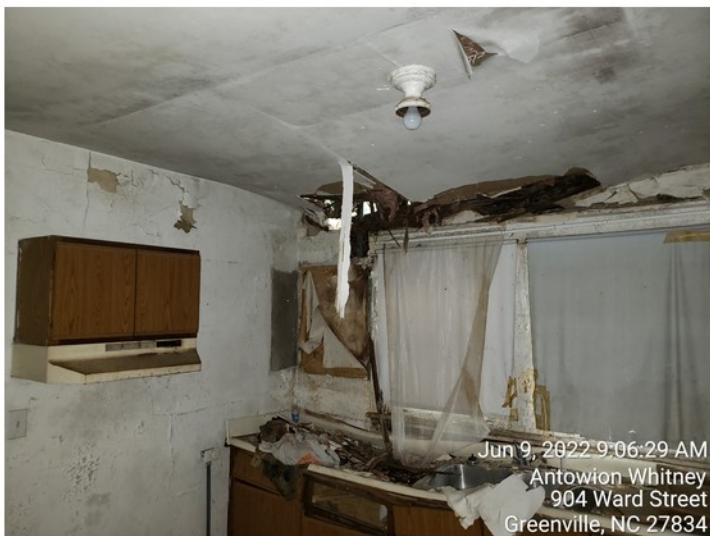
I, \_\_\_\_\_, a Notary Public in and for said state and county, do hereby certify that Valerie Shiuwegar personally appeared before me this day and acknowledged that she is the City Clerk of the City of Greenville, a municipality, and that by authority duly given and as the act of the municipality,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

Witness my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
Notary Public

My Commission Expires:





Jun 9, 2022 9:06:29 AM  
Antowion Whitney  
904 Ward Street  
Greenville, NC 27834



Jun 9, 2022 9:00:28 AM  
Antowion Whitney  
904 Ward Street  
Greenville, NC 27834





# City of Greenville, North Carolina

Meeting Date: 09/08/2022

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**Title of Item:** Resolution to Enter into an Agreement with Pitt County Committee of 100 d/b/a Greenville Eastern North Carolina Alliance for Economic Development Services

**Explanation:** The City of Greenville ("City") and Pitt County Committee of 100 d/b/a Greenville Eastern North Carolina Alliance ("Greenville ENC Alliance") are each committed to improving the economic development of Greenville, NC and Pitt County, and formed a public-private partnership, of which, the City is a Sustaining Member along with Greenville Utilities Commission. Greenville ENC Alliance provides economic development services and the City is committed to making financial resources available for carrying out various economic development activities.

The City and Greenville ENC Alliance desire to enter into an agreement for the City to appropriate and expend \$500,000 in exchange for the Greenville ENC Alliance providing economic development services and initiatives on behalf of the City, its extraterritorial jurisdiction and Pitt County. Pursuant to the agreement, the allocation of funds will cover FY 2022-2023, periodic reporting of activities will be required, and the City can recapture funds not used as permissible by the Greenville ENC Alliance.

The City is authorized to enter into this agreement pursuant to North Carolina General Statute (G.S.) § 160A-20.1 and G.S. § 158-7.1 upon following the appropriate procedures as required by same.

**Fiscal Note:** The City will appropriate and expend \$500,000 to be paid quarterly in equal installments to Greenville ENC Alliance solely for the use of providing economic development services to the City, its extraterritorial jurisdiction, and Pitt County.

**Recommendation:** City Council hold a public hearing on the appropriation to Greenville ENC Alliance and approve the attached resolution and agreement.

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## ATTACHMENTS

-  [RESOLUTION-GREENVILLE ENC ALLIANCE AGREEMENT APPROVAL \(2\).pdf](#)
-  [Economic Development Agreement.pdf](#)

RESOLUTION NO. \_\_\_-22

RESOLUTION OF THE GREENVILLE CITY COUNCIL APPROVING APPROPRIATING AND EXPENDING FUNDS TO PITT COUNTY COMMITTEE OF 100 D/B/A THE GREENVILLE EASTERN NORTH CAROLINA ALLIANCE FOR ECONOMIC DEVELOPMENT SERVICES

WHEREAS, economic development is beneficial to all residents of the City of Greenville and the County of Pitt, including taxpayers of the City and County and customers of Greenville Utilities Commission; and

WHEREAS, there is a desire to improve the economic development of the City of Greenville and throughout Pitt County through the creation of a public-private partnership and after much discussion an alliance was formed, as exhibited by Resolution No. 016-19 signed on March 25, 2019 and attached as Exhibit A, and includes the City and Greenville Utilities Commission as Sustaining Members and other municipalities in Pitt County and various private sector investors; and

WHEREAS, the City is committed to making available financial resources for economic development services and pursuant to North Carolina General Statute (“NCGS”) § 160A-20.1, the City is authorized to enter into contracts with individuals, associations, or corporations, including not-for-profits, to carry out any public purpose that the City is authorized to engage in by law; and

WHEREAS, pursuant to NCGS § 158-7.1, the City is authorized to make appropriations for economic development purposes when it is determined the appropriation will increase the population, taxable property, agricultural industries, employment, industrial output, or business prospects of the city or county; and

WHEREAS, the Greenville ENC Alliance is focused on economic development and growth in the Greenville and Pitt County areas through engagement with the public and private sectors; and

WHEREAS, the City has provided proper notice and conducted a public hearing for the appropriation and expenditure in accordance with NCGS § 158-7.1.

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

1. The City approves the appropriation and expenditure of \$500,000 to the ENC Alliance for the FY 2022-2023.
2. The agreement for services between the City of Greenville (the "City") and Greenville ENC Alliance which includes terms that require the Greenville ENC Alliance to perform economic development services and provide periodic reporting is hereby approved.
3. If the Greenville ENC defaults on the terms of the agreement, they will be required to repay a proportional amount of the expended funds.

4. The Mayor or City Manager is authorized to execute this agreement and any other documents necessary to the appropriation and expenditure on behalf of the City.

Adopted this 8th day of September, 2022.

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P. J. Connelly, Mayor

ATTEST:

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Valerie Shiuwegar, City Clerk

## EXHIBIT A

RESOLUTION NO. 016-19  
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE  
COMMITTING TO PARTICIPATION IN THE PUBLIC-PRIVATE ECONOMIC  
DEVELOPMENT PARTNERSHIP

WHEREAS, economic development is beneficial to the City of Greenville, Pitt County and its residents;

WHEREAS, there is a desire to improve the economic development efforts in the City of Greenville and throughout Pitt County;

WHEREAS, there is a desire to create a more collaborative approach to delivering economic development services;

WHEREAS, the creation of a public-private partnership will bring parties together to lead economic development efforts for the region;

WHEREAS, the economic development working group endorsed the collaborative economic development organization that represents Pitt County, municipalities, private sector, and economic development ally organizations;


WHEREAS, the program of work for the public-private partnership will include:

- Existing business retention and expansion
- External marketing and business recruitment
- Product development (sites, business parks, and buildings)
- Talent retention, development, and attraction
- Small business and entrepreneurship development
- Retail/commercial development
- Support for municipal strategies
- Business advocacy and legislative relations
- Internal marketing and investor relations; and

WHEREAS, the governance structure will include sustaining members, municipal members, and investors;

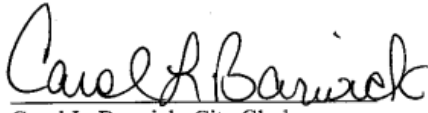
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that it does hereby express its commitment for the creation of a public-private economic development partnership and to participate as a sustaining member to promote the growth of the City of Greenville and all of Pitt County.

This 25<sup>th</sup> day of March, 2019.



P. J. Connelly, Mayor

ATTEST:



Carol L. Barwick, City Clerk



NORTH CAROLINA  
PITT COUNTY

AGREEMENT FOR ECONOMIC DEVELOPMENT

THIS AGREEMENT (“Agreement”) made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the CITY OF GREENVILLE, North Carolina, a North Carolina municipal corporation, with offices located at 200 West Fifth Street, Greenville, Pitt County, North Carolina (hereinafter referred to as the “City”) and the PITT COUNTY COMMITTEE OF 100, INC. D/B/A GREENVILLE-ENC ALLIANCE a North Carolina not-for-profit, charitable organization recognized by the IRS as a 501(c)(3) corporation, with a principal office located at 209 E. 5th Street, Greenville, Pitt County, North Carolina, 27858 (hereinafter referred to as “ENC Alliance”);

WITNESSETH:

WHEREAS, economic development is beneficial to all residents of the City of Greenville and the County of Pitt, including taxpayers of the City and County and customers of Greenville Utilities Commission; and

WHEREAS, there is a desire to improve the economic development of the City of Greenville and throughout Pitt County through the creation of a public-private partnership and after much discussion an alliance was formed, as exhibited by Resolution No. 016-19 signed on March 25, 2019 and attached as Exhibit A, and includes the City and Greenville Utilities Commission as Sustaining Members and other municipalities in Pitt County and various private sector investors; and

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

WHEREAS, pursuant to NCGS § 158-7.1, the City is authorized to make appropriations for economic development purposes when it is determined the appropriation will increase the population, taxable property, agricultural industries, employment, industrial output, or business prospects of the city or county; and

WHEREAS, the City has provided proper notice and conducted a public hearing for the appropriation and expenditure in accordance with NCGS § 158-7.1; and

WHEREAS, pursuant to NCGS § 158-7.2, funds appropriated to an entity other than the county or city, shall be accounted for by ENC Alliance at the end of the fiscal year for which they were appropriated; and NCGS § 158-7.1, all appropriations and expenditures shall be subject to the provisions of the Local Government Budget and Fiscal Control Acts of the North Carolina General Statutes, respectively; and

WHEREAS, the ENC Alliance is focused on economic growth in the Greenville and Pitt County areas through engagement with the public and private sectors; 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, ENC Alliance and City do hereby agree each with the other as follows:

1. **SCOPE OF AGREEMENT.** It is the intent of this Agreement to define the contractual relationship between the City and the ENC Alliance for the provision of economic development services in the City of Greenville and Pitt County. ENC Alliance shall use any approved appropriation and expenditure in carrying out economic development services during the subject fiscal year in which funds are appropriated to increase the population, taxable property, agricultural industries, employment, industrial output, or business prospects of the city or county in the City of Greenville and the County of Pitt. More specifically, the ENC Alliance affirmatively represents it shall provide program services that must fulfill a public purpose related to advancing economic development including one or more of the following activities:
  - a. Existing business retention and expansion
  - b. External marketing and business recruitment
  - c. Product development (sites, business parks and buildings)
  - d. Talent retention, development and attraction
  - e. Small business and entrepreneurship development
  - f. Retail/commercial development
  - g. Support for municipal strategies
  - h. Business advocacy and legislative relations
  - i. Internal marketing and investor relations
2. **RELATIONSHIP OF PARTIES.** The City and ENC Alliance agree that the ENC Alliance shall not represent itself as an officer, agent or employee of the City for any purposes. The ENC Alliance has or will secure at its own expense, all personnel required to perform the economic development services under this Agreement. Such personnel shall not be employees of the City or have any contractual relationship with the City. The ENC Alliance agrees that all personnel engaged in the services under this Agreement shall be fully qualified and shall be authorized to perform the services under this Agreement.
3. **PAYMENT.** For and in consideration of the economic development services to be provided by the ENC Alliance, as described in Section 1 of this Agreement, upon notice, a public hearing, and approval of the appropriation and expenditure by the City Council of the City of Greenville in accordance with NCGS § 158-7.1, the City will provide a payment up to \$500,000.00 (Five Hundred Thousand Dollars and Zero Cents) to the ENC Alliance. The maximum amount to be paid by the City under this Agreement shall be based upon the City Funds available for the subject fiscal year. The payments up to \$500,000 will be made quarterly, in equal installments of up to \$125,000 (One Hundred and Twenty-Five Thousand Dollars) per payment, and the first installment payment of \$125,000 has already been made. The City shall not be obligated to pay the ENC Alliance any payments, fees, expenses, or compensation other than those authorized by this section. The City, without affecting its other rights and remedies, may delay or cancel any or all of those payments for failure by the ENC Alliance to comply with any of the provisions of this Agreement, including deadlines for submitting any accounting, audit, statement, information, record, documentation, or report. The City Manager or their designee shall have the authority to decide on behalf of the City whether the ENC Alliance has complied with this Agreement, including any attachments.
4. **TERM OF CONTRACT.** The term of this Agreement shall be one (1) year (“Term”) according to the City’s fiscal calendar, beginning July 1, 2022 – June 30, 2023, unless earlier terminated

herein. ENC Alliance shall comply with all requirements imposed by this Agreement by June 30 of the end of the Term of the Agreement, except to the extent, if any, that this Agreement indicates a different time for performance.

## 5. REPORTING.

- a) The ENC Alliance at its sole expense shall provide to the City an accounting of all appropriations and expenditures, to the reasonable satisfaction of the City Manager or their designee, made for the providing of economic development services with the City's funding made available under this Agreement during the fiscal year for which the funds were appropriated as required by NCGS § 158-7.2. This accounting shall also include the ENC Alliance submitting a report of program activities and accomplishments associated with the expenditure of City funds. This program activity report shall be submitted to the City at the end of the ENC Alliance's fiscal year in the same manner it has previously reported such information to the City in prior years.
- b) If financial statements are prepared for the ENC Alliance on the basis of generally accepted accounting principles, the annual financial statements shall also be prepared on that basis. If annual financial statements are reported upon by a public accountant, the accountant's report shall accompany them. If not, the statements must be accompanied by the statement of the president or the person responsible for the ENC Alliance's financial accounting records:
  - i. Stating the president's or other person's reasonable belief as to whether the statements were prepared on the basis of generally accepted accounting principles and, if not, describing the basis of preparation; and
  - ii. Describing any respects in which the statements were not prepared on a basis of accounting consistent with the statements prepared for the preceding year.
- c) Periodically, the ENC Alliance will provide the City Manager the same type of detailed information ordinarily provided to the ENC Alliance's Executive Committee. If requested in writing by the City with reasonable notice to the ENC Alliance, the ENC Alliance shall in addition make all of that information available for inspection and audit by the City at any time during workdays of the City.
- d) Additionally, the ENC Alliance will allow the City's Finance Director access to the records and information required hereunder and will facilitate a review of the accounting and program operations as may be required. The City will have the right to conduct site visits within one (1) week of a request to do so.
- e) The ENC Alliance shall retain financial and program records during the term of this Agreement, and for a minimum period of three (3) years following the expiration or earlier termination of this Agreement.
- f) Upon request, oral or written, of any member of the public, ENC Alliance shall provide a copy of its latest annual financial statement of its operations, which includes an account of all City Funds received from the City under this Agreement and all expenditures made from City funds.
- g) Material non-compliance with this section may be deemed a material breach of this Agreement.



6. **NON-APPROPRIATION OF FUNDS.** The ENC Alliance acknowledges that funding for this Agreement is conditioned upon appropriation and allocation by the governing body of sufficient funds to support the activities described in this Agreement. By written notice to ENC Alliance, at the earliest possible date, City may terminate this Agreement, in whole or in part, at any time for lack of appropriation of funds, or other withdrawal, reduction or limitation in any way of the City’s budget, funding or financial resources. Such termination is in addition to the City’s rights to terminate for convenience or cause. Funding for this Agreement is subject to annual appropriation.

7. **INSURANCE:**

The ENC Alliance agrees to purchase at its own expense insurance coverages to satisfy the following minimum requirements. Insurance required shall remain in effect through the life of this Agreement.

a. **Commercial General Liability:**

Limits:

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

b. **Commercial Automobile Liability:**

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

c. **Cancellation:**

Each certificate of insurance shall bear the provision that the policy cannot be altered or canceled in less than ten (10) days after mailing written notice to the assured of such alteration or cancellation, sent registered mail.

d. **Proof of Carriages:**

- i. The **ENC Alliance** shall provide the City with insurance industry standard ACCORD form Certificate(s) of Insurance on all policies of insurance and renewals thereof in a form(s) acceptable to the City prior to the commencement of services. Said policies shall provide that the City be an additional named insured.
- ii. All insurance policies shall be issued by responsible companies who are acceptable to the City and licensed and authorized to do business under the laws of North Carolina.

8. **NOTICE.**

- a) All notices or communications required or permitted by this Agreement will be in writing and delivered via personal delivery, a recognized national overnight delivery

service or by certified mail, return receipt requested, in addition, subsection (b) must be complied with.

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

**TO THE CITY:**

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

**TO THE ENC ALLIANCE:**

ENC Alliance  
PO Box 1714  
Greenville, NC 27835  
Attn: President

- 9. **REPAYMENT OF FUNDS.** Pursuant to its Articles of Incorporation and Bylaws, the ENC Alliance has full power to receive payments, investments, donations, bequests, devises and gifts of money and property; to purchase, lease and otherwise acquire and hold, sell, donate, and otherwise dispose of all kinds of property, real, personal, and mixed, which may be deemed necessary in order to carry out the objectives and purposes for which the ENC Alliance is created. Additionally, the ENC Alliance shall only use public funds for public purposes without first seeking consent of the public members for a use that is not a public purpose, including organizational, administrative, program and operational purposes set forth in the ENC Alliance's annual budget. The ENC Alliance shall repay to the City the full amount of any City Funds lost, misapplied, unaccounted for, or inadequately accounted for in violation of this Agreement. This amount is due and payable to the City within sixty (60) days of written notice.
- 10. **TERMINATION.** Upon a material breach of this Agreement by the other party, either party to this Agreement may terminate the Agreement by providing written notice to the other party at least thirty (30) days prior to the date of termination; provided, however, that if such breach is cured by the defaulting party within such thirty (30) day period, then such notice of termination shall have no further force or effect and the Agreement shall continue through its term..

11. **MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE PROGRAM.** The City has adopted an Affirmative Action and Minority and Women Business Enterprise Plan (M/WBE) Program. The ENC Alliance attests that it also will make a good faith effort to ensure equality of opportunity in all aspects of employment and to utilize MWBE suppliers of materials and labor when available.

ENC Alliance further agrees that in the performance of these services that it will not discriminate in its hiring, employment, and contracting practices with reference to political affiliation, genetic information, sexual orientation, age, sex, race, color, religion, national origin, handicap or disability.

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

13. **AMENDMENTS AND WAIVER.** No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the City and ENC Alliance.

14. **CHOICE OF LAW; VENUE.** This Agreement is deemed to be under and shall be governed by and construed according to the laws of the State of North Carolina and the ordinances of the City of Greenville. The exclusive forum and venue for all actions, suits or proceedings arising out of or related to this Agreement shall be the North Carolina General Courts of Justice, in Pitt County, or if in federal court, in the Eastern District of North Carolina.

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

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

**17. INDEMNITY AND HOLD HARMLESS REQUIREMENTS.**

a) To the maximum extent allowed by law, the ENC Alliance shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this Agreement as a result of negligent acts or omissions of the ENC Alliance or its subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them are be liable. In performing its duties under this subsection "a," the ENC Alliance shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City.

- b) Definitions. As used in subsections “a” above and “c” below -- “Charges” means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (including without limitation within “Charges” are interest and reasonable attorneys' fees assessed as part of any such item). “Indemnitees” means City and its officers, officials, independent contractors, agents, and employees, excluding the ENC Alliance.
- c) Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this Agreement. This section is in addition to and shall be construed separately from any other indemnification provision that may be in this Agreement.
- d) Survival. This section shall remain in force despite termination of this Agreement (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this Agreement.
- e) It is understood and agreed by the parties that the City will assume no liability for damages, injury, or other loss to the ENC Alliance, its employees or property, tools or equipment, or to other persons or properties located on City facilities resulting from the ENC Alliance’s activities and operations while performing services under this contract; except to the extent that such damages, injury, or other loss results from the negligence or intentional misconduct of the City, its officers, officials, independent contractors, agents, or employees. The ENC Alliance shall assume full and complete liability for any and all damages to City or private properties caused by or from its activities, operations, and that of its employees, agents, and officers.
- f) ENC Alliance will promptly notify the City of any Civil or Criminal Actions filed against the ENC Alliance or of any notice of violation from any Federal or State Agency or of any claim as soon as practical as relates to the services provided. The City, upon receipt of such notice, shall have the right, at its election, to defend any and all actions or suits or join in defense.

18. **CONFIDENTIALITY.** Proprietary or confidential information (“confidential information”) developed or disclosed by either party under this agreement shall be clearly labeled and identified as confidential information by the disclosing party at the time of disclosure. Confidential Information shall not be disclosed to the extent allowable by law by the receiving party to any other person except to those individuals who need access to such Confidential Information as needed to ensure proper performance of the Services.

Neither party shall be liable for disclosure or use of Confidential Information which: (1) is or was known by the receiving party at the time of disclosure due to circumstances unrelated to this agreement; (2) is generally available to the public without breach of this agreement; (3) is disclosed with the prior written approval of the disclosing party; or (4) is required to be released by applicable law or court order.

Each party shall return all Confidential Information relating to this agreement to the disclosing party upon request of the disclosing party or upon termination of this agreement, whichever occurs first. Each party shall have the right to retain a copy of the Confidential Information for its internal records and subject to ongoing compliance with the restrictions set forth in this Section. This Section shall survive termination of this agreement.

**19. CONFLICT OF INTEREST.**

- a) ENC Alliance is aware of the conflict of interest laws of the City of Greenville (as set forth in North Carolina General Statutes) and agrees that it will fully comply in all respects with the terms thereof and any future amendments.
- b) ENC Alliance covenants that no person or entity under its employ, presently exercising any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with the City. ENC Alliance further covenants that, in the performance of this Agreement, no person or entity having such conflicting interest shall be utilized in respect to the Scope of Work or services provided hereunder. Any such conflict of interest(s) on the part of ENC Alliance, its employees or associated persons or entities shall be disclosed to the City.
- c) ENC Alliance shall disclose any possible conflicts of interest or apparent improprieties of any party under or in connection with the Legal Requirements, including the standards for procurement.
- d) ENC Alliance shall make any such disclosure to the City in writing and immediately upon the ENC Alliance's discovery of such possible conflict. The City's determination regarding the possible conflict of interest shall be binding on all parties.
- e) No employee, agent, contractor, elected official or appointed official of the City, exercising any functions or responsibilities in connection with this Agreement, or who is in a position to participate in the decision-making process or gain inside information regarding activities, has any personal financial interest, direct or indirect, in this Agreement, the proceeds hereunder, the Project or ENC Alliance, either for themselves or for those with whom they have family or business ties, during their tenure or for one year thereafter.

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

**21. AUTHORITY TO CONTRACT.** The undersigned hereby certifies that this Agreement is made without prior understanding, agreement, or connection with any corporation, firm, or person who submitted bids for the Work covered by this Agreement and is in all respects fair and without collusion or fraud. As to ENC Alliance, the undersigned hereby warrants and certifies that they are authorized to enter into this Agreement and to execute same on behalf of the ENC Alliance as the act of the said ENC Alliance.

**22. GENERAL COMPLIANCE WITH LAWS.** The ENC Alliance shall materially comply with all applicable Federal, State, and local laws, ordinances, rules, and regulations pertaining to the performance of Work under this Agreement.

23. **IRAN DIVESTMENT ACT CERTIFICATION.** The ENC Alliance 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 ENC Alliance shall not utilize in the performance of the Agreement any subcontractor that is identified on the Iran Final Divestment List.
24. **ENTIRE AGREEMENT.** This Agreement, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties with respect to the subject matter covered by this Agreement. No promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this Agreement shall be deemed to exist or to bind either party hereto.
25. **SEVERABILITY.** No waiver of any breach of this Agreement shall operate as a waiver of any similar subsequent breach or any breach of any other provision of this agreement. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be severed from this Agreement and to the extent possible, this Agreement shall continue without affecting the remaining provisions.
26. **COUNTERPARTS.** This Agreement may be executed in counterparts, and the counterparts, taken together, shall constitute the original.
27. **THIRD PARTY RIGHTS.** No Third Party Rights Created. This Agreement is intended for the benefit of the City and the ENC Alliance and not any other person.
28. This Agreement shall be executed in duplicate originals, one of which shall be retained by each of the parties hereto.

(REMAINDER OF) THIS PAGE LEFT INTENTIONALLY BLANK

IN TESTIMONY WHEREOF, the PITT COUNTY COMMITTEE OF 100, INC. d/b/a GREENVILLE-ENC Alliance has executed this Agreement pursuant to authority duly given by the members of the PITT COUNTY COMMITTEE OF 100, INC. d/b/a GREENVILLE-ENC Alliance, and City has executed this Agreement through its Mayor as attested by the City Clerk and by the affixing of the Official Seal of City, pursuant to authority of the City Council of Greenville duly given, this the day and year first above written.

PITT COUNTY COMMITTEE OF 100, INC. d/b/a GREENVILLE-ENC Alliance.

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

ATTEST:

\_\_\_\_\_  
, Secretary

[OFFICIAL SEAL]

NORTH CAROLINA  
PITT COUNTY

I, \_\_\_\_\_, a Notary Public of the aforesaid County and State, certify that \_\_\_\_\_ personally came before me this day and acknowledged that he/she is the Secretary of PITT COUNTY COMMITTEE OF 100, INC. d/b/a GREENVILLE-ENC Alliance,, and that by authority duly given and as the act of PITT COUNTY COMMITTEE OF 100, INC. d/b/a GREENVILLE-ENC Alliance, the foregoing instrument was signed in its name by its President, \_\_\_\_\_, sealed with its corporate seal and attested by him/her as its Secretary.

WITNESS my hand and seal, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

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

CITY OF GREENVILLE

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

ATTEST:

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

[OFFICIAL SEAL]

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 its Mayor, sealed with its official seal and attested by her as its City Clerk.

WITNESS my hand and seal, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

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



**APPROVED AS TO FORM:**

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

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

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

**EXHIBIT A**

Resolution No. 016-19

**RESOLUTION NO. 016-19  
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE  
COMMITTING TO PARTICIPATION IN THE PUBLIC-PRIVATE ECONOMIC  
DEVELOPMENT PARTNERSHIP**

WHEREAS, economic development is beneficial to the City of Greenville, Pitt County and its residents;

WHEREAS, there is a desire to improve the economic development efforts in the City of Greenville and throughout Pitt County;

WHEREAS, there is a desire to create a more collaborative approach to delivering economic development services;

WHEREAS, the creation of a public-private partnership will bring parties together to lead economic development efforts for the region;

WHEREAS, the economic development working group endorsed the collaborative economic development organization that represents Pitt County, municipalities, private sector, and economic development ally organizations;

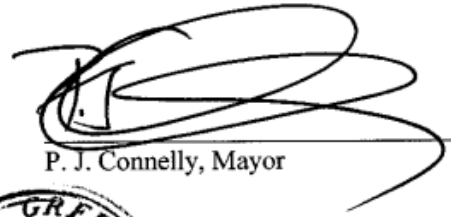
WHEREAS, the program of work for the public-private partnership will include:

- Existing business retention and expansion
- External marketing and business recruitment
- Product development (sites, business parks, and buildings)
- Talent retention, development, and attraction
- Small business and entrepreneurship development
- Retail/commercial development
- Support for municipal strategies
- Business advocacy and legislative relations
- Internal marketing and investor relations; and

WHEREAS, the governance structure will include sustaining members, municipal members, and investors;

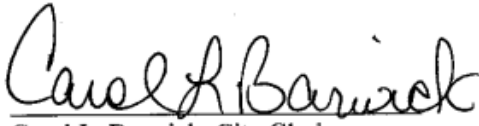
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that it does hereby express its commitment for the creation of a public-private economic development partnership and to participate as a sustaining member to promote the growth of the City of Greenville and all of Pitt County.

This 25<sup>th</sup> day of March, 2019.



P. J. Connelly, Mayor

ATTEST:



Carol L. Barwick, City Clerk







# City of Greenville, North Carolina

Meeting Date: 09/08/2022

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**Title of Item:** Approval of the Draft 2021 Consolidated Annual Performance and Evaluation Report (CAPER)

**Explanation:** The City of Greenville is an entitlement community of the federally funded CDBG and HOME programs. Traditionally, an Annual Action Plan is due to HUD in the spring outlining the projects that will begin during the fiscal year beginning July 1st. HUD mandates that the entitlement community summarize activities completed during the fiscal year and assess the effectiveness of those programs. All activities must be classified under a potential project in the 5-year Consolidated Plan. The Consolidated Annual Performance Evaluation Report (CAPER) is an overview of the City's accomplishments for the previous program year. It details funding sources, expended resources, and outcomes. The report is to be submitted to HUD by September 30, 2022.

**Fiscal Note:** For the 2021 program year, the City of Greenville expended from CDBG and HOME \$781,549 and \$125,692, respectively. Pandemic relief efforts utilized \$789,701 of CDBG-CV funds. These funds are not part of the American Rescue Plan Act (ARPA) funding or programming.

**Recommendation:** Following the public hearing, staff recommends City Council approve the 2021 Consolidated Annual Performance and Evaluation Report (CAPER) and grant authority for the City Manager and/or her designee to execute all documents for its submission to the US Department of Housing and Urban Development.

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## ATTACHMENTS

 [DRAFT CAPER 2021.DOCX](#)

City of Greenville, NC

# DRAFT CAPER

2021-2022

Public Comment Period August 31, 2022- September 16, 2022

## Introduction

The document that follows is the DRAFT Consolidated Annual Performance and Evaluation Report (CAPER) for the City of Greenville, North Carolina for the period of July 1, 2021- June 30, 2022. The CAPER reports the City of Greenville's use of federal entitlement funds and the number of demographics of the individuals served with federal Community Development Block Grant (CDBG) and HOME Investment Partnership funds during the plan year. HUD requires that cities receiving federal housing and community development funds submit this report every September.

This CAPER is the fourth year report of accomplishments within Greenville's Five Year Consolidated Plan, 2018-2022. The Citizen Participation Plan requires the opportunity for public comment on the CAPER before submitting it to HUD.

## CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

The Consolidated Annual Performance and Evaluation Report (CAPER) details the housing and community development activities undertaken by the City of Greenville Planning and Development Services Department during the 2020 program year. This program year began on July 1, 2021 and ended June 30, 2022. The City of Greenville implemented projects and activities that were identified as the needs and priorities within the five (5) year Consolidated Plan, as well as needs brought on by the COVID-19 Pandemic. Priority needs call for a continued, concentrated effort within the West Greenville 45-Block Revitalization Area and Housing Rehabilitation within the entire jurisdiction of the City of Greenville. These efforts are designed to preserve the existing housing stock and to provide decent, safe affordable housing for citizens of Greenville. Within the city, all efforts during the course of the five (5) year period focused primarily on needs within the boundaries of the West Greenville Redevelopment Area bounded by the Tar River on the north, Greene Street on the east, Tenth Street Connector on the south, and Memorial Drive on the west. The following activities are addressing the needs in those areas: owner-occupied rehabilitation, preservation of the existing housing stock, down payment assistance, homeownership counseling, addressing lead-based paint issues, and support of the local Continuum of Care Plan. Special pandemic related assistance included emergency rental assistance, small business assistance, and COVID-related non-profit support.

## CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

### Narrative

There were 818 households reported as assisted through the CDBG and HOME programs. The majority of persons served were Black making up 71 percent of all families assisted.

The City of Greenville has local target areas, as well as serving the community at large. These target areas are located within qualifying Census Tracts 37147000701 and 37147000702, which are primarily composed of African-American households. According to HUD provided AFH data, these tracts qualify as R/ECAP tracts (racially/ethnically concentrated areas of poverty), which HUD defines as tracts with a non-white population of 50 percent or more, and with 40 percent or more individuals living at or below the poverty level.

The City also has a scattered site program which enables staff to reach a broader range of races, ethnicities and qualifying Census Tracts based on ACS data.



CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG		1,022,291	781,549.96
HOME		548,644	125,692.87
HOPWA			
CDBG-CV		1,164,559	789,701.39

Table 1 - Resources Made Available

Narrative

CDBG funds were utilized for owner-occupied rehabilitation, non-profit support grants, and related administrative costs. HOME funds were utilized for down payment assistance and associated administrative costs. CDBG-CV was utilized for rental assistance, business assistance, and associated administrative costs.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
West Greenville	75	45	

Table 2 – Identify the geographic distribution and location of investments

Narrative

The City’s concentrated efforts are in the West Greenville Redevelopment Area. This area is bounded by the Tar River to the north, Greene Street to the east, the 10th Street Connector to the south, and Memorial Drive to the west. The following activities are being carried out while addressing the needs in those areas: housing assistance through rehabilitation, down payment assistance and addressing lead-based paint issues. Six of thirteen owner-occupied homes that underwent construction were rehabilitated in the West Greenville Redevelopment Area. There were four down payment assistance subsidies that supported first-time homebuyers, all within the West Greenville neighborhood.

## Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	1,496,301
2. Match contributed during current Federal fiscal year	309,830
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	1,806,131
4. Match liability for current Federal fiscal year	31,423
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	1,774,707

Table 3 – Fiscal Year Summary - HOME Match Report

Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	Date of Contribution	Cash (non-Federal sources)	Foregone Taxes, Fees, Charges	Appraised Land/Real Property	Required Infrastructure	Site Preparation, Construction Materials, Donated labor	Bond Financing	Total Match

Table 4 – Match Contribution for the Federal Fiscal Year

HOME MBE/WBE report

Program Income – Enter the program amounts for the reporting period				
Balance on hand at begin-ning of reporting period \$	Amount received during reporting period \$	Total amount expended during reporting period \$	Amount expended for TBRA \$	Balance on hand at end of reporting period \$

Table 5 – Program Income

Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period						
	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Contracts						
Number						
Dollar Amount						
Sub-Contracts						
Number						
Dollar Amount						
	Total	Women Business Enterprises	Male			
Contracts						
Number						
Dollar Amount						
Sub-Contracts						
Number						
Dollar Amount						

Table 6 - Minority Business and Women Business Enterprises

Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted						
	Total	Minority Property Owners				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number						
Dollar Amount						

Table 7 – Minority Owners of Rental Property

Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition						
Parcels Acquired						
Businesses Displaced						
Nonprofit Organizations Displaced						
Households Temporarily Relocated, not Displaced						
Households Displaced	Total	Minority Property Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number						
Cost						

Table 8 – Relocation and Real Property Acquisition

## CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of homeless households to be provided affordable housing units	0	0
Number of non-homeless households to be provided affordable housing units	130	224
Number of special-needs households to be provided affordable housing units	0	0
Total	164	224

Table 9 – Number of Households

	One-Year Goal	Actual
Number of households supported through rental assistance	150	220
Number of households supported through the production of new units	4	0
Number of households supported through the rehab of existing units	10	3
Number of households supported through the acquisition of existing units	0	0
Total	164	223

Table 10 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The annual outcomes were quite reflective of the pandemic. There was a significant need for rental assistance as the eviction moratorium was lifted. While there were thirteen rehabilitations that were under construction during the year, this chart accounts only for those completed and closed during the program year. Safe access to families due to covid precautions, delays in supply chain, and increased costs also impacted the rehab program.

Discuss how these outcomes will impact future annual action plans.

The City of Greenville will continue the existing activities to encourage homeownership and will seek opportunities to support new and evolving needs as a result of the pandemic.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)  
Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

The City of Greenville primarily reduced the risk of homelessness through provisions of emergency rental assistance to those at-risk of eviction. In addition, sub-recipient grants were made available to Community Crossroads Center to assess housing needs for residents.

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The partnership between the City and Community Crossroads, through the sub-recipient program is the most direct means of assessing and addressing homeless individuals' needs. The VI-SPDT assessment aids in determining severity and type of needs to be addressed. Funding for administration of that assessment is covered, in part, by CDBG.



## CR-30 - Public Housing 91.220(h); 91.320(j)

### Actions taken to address the needs of public housing

There are four public housing authority managing agencies in the Pitt County area, which include Greenville Housing Authority with a total of 714 units; Mid-East Commission which manages a total of 135 units in three towns; Farmville Housing Authority which manages 174 units; and Ayden Housing Authority which manages 175 units. Each of the aforementioned public housing authorities receive federal funds to modernize and repair public housing units.

### Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

During 2021-2022, the City of Greenville Planning and Development Services Department's Housing Division continued in partnership with the Greenville Housing Development Corporation, a non-profit extension of the Greenville Housing Authority, to participate in homebuyer counseling and financial literacy courses.

### Actions taken to provide assistance to troubled PHAs

None of the public housing authorities in Pitt County have been designated as "troubled" agencies or otherwise performing poorly.

## CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The Housing Division conducts formal monitoring of its CDBG and HOME grant programs annually. The monitoring visits consist of reviewing programmatic procedures to ensure that each grant program regulations defined in the Code of Federal Regulations and the scope of work described in the Subrecipient Agreement are met. General Financial and accounting procedures are also reviewed in accordance with applicable Office of Management and Budget circulars.

If a finding or concern is identified as a result of the monitoring, technical assistance is provided in order for the agency to correct the deficiency. If deficiencies persist, reimbursement of funds may be suspended and/or the subrecipient could jeopardize future funding opportunities.

The City of Greenville ensures that all monitoring letters detail specific time frames for monitoring response and the corrective actions that need to be taken. Additionally, the City will impose sanctions if the corrective actions are not taken within the specified time frame. Furthermore, staff is coordinating a quarterly monitoring schedule to be employed in the 2022 program year.

## Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The "Notice of Availability" of the CAPER for review and to receive public comments was published in the local paper on August 22, 2022.

The CAPER was made available for review for a period of at least 15 days. Also, the "Notice of Public Hearing" to receive public comments at the City Council meeting was published in "The Daily Reflector" on August 31 and September 16, 2022. The public hearing is scheduled for City Council on September 8, 2022.

## CR-50 - HOME 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

Please list those projects that should have been inspected on-site this program year based upon the schedule in §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units.  
92.351(b)

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

Describe other actions taken to foster and maintain affordable housing. 91.220(k) (STATES ONLY: Including the coordination of LIHTC with the development of affordable housing).  
91.320(j)



# City of Greenville, North Carolina

Meeting Date: 09/08/2022

**Title of Item:** Resolutions Authorizing Condemnation to Acquire Certain Property for the BUILD Grant Project

**Explanation:** In November 2019, the United States Department of Transportation ("USDOT") Federal Highway Administration ("FHWA") awarded funding to the City of Greenville ("City") for infrastructure improvements through the Better Utilizing Investments to Leverage Development Project ("BUILD") totaling \$15 million.

The BUILD project will provide for streetscape, greenway and sidewalk improvements intended to transform safety, accessibility, and connectivity in the City's urban core consisting of enhancements to pedestrian, bicycle, vehicle and transit connections between the Medical District, West Greenville, downtown, and East Carolina University.

The City is actively working to acquire right-of-way and/or easements on 100 parcels for completing the BUILD project based on the timeline required by FHWA. TELICS is managing property acquisition on behalf of the City for BUILD, through engaging in good faith negotiations, and has been unable to successfully negotiate acquisition for several properties due to complex ownership issues, such as heir property, and/or a property owner's unwillingness to negotiate and settle.

On August 15, 2022, Council authorized condemnation actions for six (6) parcels, and there are an additional eight (8) parcels at this time with necessary right-of-way and/or easements that need authorization to ensure the BUILD project remains on track. Pursuant to Chapter 40A of the North Carolina General Statutes, the City is requesting use of the City's power of eminent domain to acquire the following easements and/or right-of-way ("ROW"):

Parcel Number(s)	Property Address	Owner(s)	Type of Property Taking	Just Compensation
02280	1107 W. Fifth Street	Douglas Tyson	Easement, ROW	\$425.00
18436	807 W. Fifth Street	PKEL & Associates, LLC	Easement, ROW	\$575.00

11304	611 W. Fifth Street	Malcomb A. Joyner	Easements, ROW	\$330.00
15729	426 W. Fifth Street	William J. Davis, IV	Easements, ROW	\$23,625.00
85752	422 W. Fifth Street	William J. Davis, IV	Easement	\$8,500.00
15719	418 W. Fifth Street	William J. Davis, IV	Easement	\$35,950.00
02694	505 Evans Street	William Lester Johnson, Jr.	Easement	\$950.00
71721	122 E. Fifth street	FNZ Prosperity Investment Group, LLC	Easement	\$875.00

Authorization by Council to proceed with an action for condemnation will not prohibit TELICS from continuing to attempt to reach settlement with the property owners.

**Fiscal Note:**

The City will receive \$16.3 million dollars in funding from FHWA and will approximately expend an additional \$10 million in support of the BUILD project, which includes funding for property acquisition.

At minimum, the City will expend funds as cited above in the table to acquire each easement and/or right-of-way, and upon the filing of the complaint, the amount estimated by the City to be just compensation for the condemnation will be deposited with the court. In addition, there will be legal expenses incurred as these actions proceed.

**Recommendation:**

Approve the attached resolutions authorizing condemnation of ROW and/or easements on certain properties, including Parcel Numbers: 02280, 18436, 11304, 15729, 85752, 15719, 02694, and 71721, owned by the individual(s) or entities cited above for the BUILD project.

ATTACHMENTS

- 📄 [RESOLUTION FOR BUILD PROJECT-DOUGLAS TYSON.pdf](#)
- 📄 [RESOLUTION FOR BUILD PROJCT-PKEL & ASSOCIATES LLC.pdf](#)
- 📄 [RESOLUTION FOR BUILD PROJECT-MALCOMB A JOYNER.pdf](#)
- 📄 [RESOLUTION FOR BUILD PROJECT-WILLIAM J DAVIS IV-426.pdf](#)
- 📄 [RESOLUTION FOR BUILD PROJECT-WILLIAM J DAVIS IV-422.pdf](#)
- 📄 [RESOLUTION FOR BUILD PROJECT-WILLIAM J DAVIS IV-418.pdf](#)
- 📄 [RESOLUTION FOR BUILD PROJECT-FNZ PROSPERITY INVESTMENT.pdf](#)
- 📄 [Project D Recorded plats - MB 88 PG 104.pdf](#)
- 📄 [Project E Recorded plats - MB 88 PG 118.pdf](#)
- 📄 [RESOLUTION FOR BUILD PROJECT--WILLIAM LESTER JOHNSON.pdf](#)

RESOLUTION AUTHORIZING CONDEMNATION TO ACQUIRE CERTAIN PROPERTY OF THE DOUGLAS TYSON FOR THE COMPLETION OF THE BUILD PROJECT

WHEREAS, the City Council of the City of Greenville hereby determines that it is necessary and in the public interest to acquire certain property under ownership of the Douglas Tyson for the public purpose described below; and

WHEREAS, the proper officials or representatives of the City of Greenville have been unable to acquire the necessary property by negotiated conveyance, due to complexity involving the number of heirs and/or property owners' unwillingness to negotiate.

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

1. The City Council determines the acquisition of the below described property is for the public purpose of completing the BUILD project.
2. City Council authorizes the City Attorney (including an attorney retained by the City) to acquire by condemnation, for the purposes stated herein, right-of-way totaling 0.002 acres on Parcel 02280, located at 1107 W. Fifth Street, more particularly described as follows:

Commencing at a control point having Localized NC Grid Coordinates of Northing: 681,932.025' and a Easting: 2,479,658.105'; thence from said point of commencement S66°48'21"E 206.41' to an existing iron pipe in the southern right-of-way of W 5th Street, said iron pipe marking the north east corner of Douglas Tyson as described above and the north west corner of Ella J. Daniels Heirs as described in Deed Book F-31 Page 44, said iron pipe also being the Point of Beginning; thence from the point of beginning with and along the western line of Daniels Heirs S09°43'22"W 1.61' to a rebar & NC DOT R/W disk set; thence leaving the said western line N80°35'46"W 42.00' to a rebar & NC DOT R/W disk set in the eastern line of the Mount Herman Masonic Lodge #35 as described Deed Book H-34 Page 164; thence with and along the said eastern line N09°43'22"E 1.84' to a computed point in the southern right-of-way W 5<sup>th</sup> Street; thence with and along the said southern right-of-way S80°16'38"E 42.00' to the Point and Place of Beginning containing 72 square feet or 0.002 acres according to a plat by CH Engineering titled "Easement Acquisition Plat, City of Greenville Build Project, Area D Improvements" dated May 20, 2022 and recorded in Map Book 88 Page 104.

3. City Council further authorizes the City Attorney (including an attorney retained by the City) to acquire by condemnation, for the purposes stated herein, permanent utility easements totaling 0.005 acres on Parcel 02280, located at 1107 W. Fifth Street, more particularly described as follows:

Commencing at a control point having Localized NC Grid Coordinates of Northing: 681,932.025' and a Easting: 2,479,658.105'; thence from said point of commencement S66°48'21"E 206.41' to an existing iron pipe in the southern right-of-way of W 5th Street, said iron pipe marking the north east corner of Douglas Tyson as described above and the north

west corner of Ella J. Daniels Heirs as described in Deed Book F-31 Page 44; thence with and along the western line of Daniels Heirs S09°43'22"W 1.61' to a rebar & NC DOT R/W disk set, said rebar & NC DOT R/W disk being the Point of Beginning; thence from the point of beginning continuing with and along the said western line S09°43'22"W 5.00' to a computed point; thence leaving the said western line N80°35'46"W 42.00' to a computed point in the eastern line of the Mount Herman Masonic Lodge #35 as described Deed Book H-34 Page 164; thence with and along the said eastern line N09°43'22"E 5.00' to a rebar & NC DOT R/W disk set; thence S80°35'46"E 42.00' to the Point and Place of Beginning containing 210 square feet or 0.005 acres according to a plat by CH Engineering titled "Easement Acquisition Plat, City of Greenville Build Project, Area D Improvements" dated May 20, 2022 and recorded in Map Book 88 Page 104.

4. The necessary proceedings under Chapter 40A of the North Carolina General Statutes to acquire the property herein described are hereby directed to be instituted.

This the 8th day of September, 2022.

---

P.J. Connelly, Mayor

ATTEST:

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Valerie Shiuwegar, City Clerk

RESOLUTION AUTHORIZING CONDEMNATION TO ACQUIRE CERTAIN PROPERTY OF THE  
PKEL & ASSOCIATES, LLC FOR THE COMPLETION OF THE BUILD PROJECT

WHEREAS, the City Council of the City of Greenville hereby determines that it is necessary and in the public interest to acquire certain property under ownership of the PKEL & Associates, LLC for the public purpose described below; and

WHEREAS, the proper officials or representatives of the City of Greenville have been unable to acquire the necessary property by negotiated conveyance, due to complexity involving the number of heirs and/or property owners' unwillingness to negotiate.

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

1. The City Council determines the acquisition of the below described property is for the public purpose of completing the BUILD project.
2. City Council authorizes the City Attorney (including an attorney retained by the City) to acquire by condemnation, for the purposes stated herein, right-of-way totaling 0.002 acres on Parcel 18436, located at 807 W. Fifth Street, more particularly described as follows:

**Commencing** at a control point having Localized NC Grid Coordinates of Northing: 681,786.281' and a Easting: 2,480,525.679'; thence from said point of commencement S60°39'02"E 139.17' to an existing iron pipe at the intersection of the eastern right-of-way of Vance Street and the southern right-of-way W 5<sup>th</sup> Street; thence with and along the said southern right-of-way S80°41'41"E 49.81' to an existing iron pipe marking the north east corner of the City of Greenville (parcel 19) and the north west corner of PKEL & Associates LLC as described above, said iron pipe also being the **Point of Beginning**; thence from the point of beginning continuing with and along the southern right-of-way S80°36'42"E 50.07' to an existing iron pipe marking the north east corner of PKEL & Associates LLC as described above and the north west corner of the City of Greenville (parcel 22) as describe in Deed Book 2329 Page 851 and depicted in Map Book 2 Page 148 & Map Book 36 Page 25; thence with and along the said western line of the City of Greenville (parcel 22) S09°25'00"W 1.40' to a rebar & NC DOT R/W disk set; thence leaving the said western line N80°35'46"W 50.07' to a rebar & NC DOT R/W disk set in the eastern line of the City of Greenville (parcel 19); thence with and along the said eastern line N09°23'15"E 1.39' to the **Point and Place of Beginning** containing 70 square feet or 0.002 acres according to a plat by CH Engineering titled "Easement Acquisition Plat, City of Greenville Build Project, Area D Improvements" dated May 20, 2022 and recorded in Map Book 88 Page 104.

3. City Council further authorizes the City Attorney (including an attorney retained by the City) to acquire by condemnation, for the purposes stated herein, permanent utility easements totaling 0.006 acres on Parcel 18436, located at 807 W. Fifth Street, more particularly described as follows:



**Commencing** at a control point having Localized NC Grid Coordinates of Northing: 681,786.281' and a Easting: 2,480,525.679'; thence from said point of commencement S60°39'02"E 139.17' to an existing iron pipe at the intersection of the eastern right-of-way of Vance Street and the southern right-of-way W 5<sup>th</sup> Street; thence with and along the said southern right-of-way S80°41'41"E 49.81' to an existing iron pipe marking the north east corner of the City of Greenville (parcel 19) and the north west corner of PKEL & Associates LLC as described above; thence with and along the eastern line of the City of Greenville (parcel 19) S09°23'15"W 1.39' to a rebar & NC DOT R/W disk set, said rebar & NC DOT R/W disk also being the **Point of Beginning**; thence from the point of beginning leaving the said eastern line S80°35'46"E 50.07' to a rebar & NC DOT R/W disk set in the western line of the City of Greenville (parcel 22) as describe in Deed Book 2329 Page 851 and depicted in Map Book 2 Page 148 & Map Book 36 Page 25; thence with and along the said western line S09°25'00"W 5.00' to a 60d nail set; thence leaving the said western line N80°35'46"W 50.07' to a 60d nail set in the eastern line of the City of Greenville (parcel 19); thence with and along the said eastern line N09°23'15"E 5.00' to the **Point and Place of Beginning** containing 250 square feet or 0.006 acres according to a plat by CH Engineering titled "Easement Acquisition Plat, City of Greenville Build Project, Area D Improvements" dated May 20, 2022 and recorded in Map Book 88 Page 104.

4. The necessary proceedings under Chapter 40A of the North Carolina General Statutes to acquire the property herein described are hereby directed to be instituted.

This the 8th day of September, 2022.

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P.J. Connelly, Mayor

ATTEST:

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Valerie Shiuwegar, City Clerk

RESOLUTION AUTHORIZING CONDEMNATION TO ACQUIRE CERTAIN PROPERTY OF THE MALCOMB A. JOYNER FOR THE COMPLETION OF THE BUILD PROJECT

WHEREAS, the City Council of the City of Greenville hereby determines that it is necessary and in the public interest to acquire certain property under ownership of the Malcomb A. Joyner for the public purpose described below; and

WHEREAS, the proper officials or representatives of the City of Greenville have been unable to acquire the necessary property by negotiated conveyance, due to complexity involving the number of heirs and/or property owners' unwillingness to negotiate.

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

1. The City Council determines the acquisition of the below described property is for the public purpose of completing the BUILD project.
2. City Council authorizes the City Attorney (including an attorney retained by the City) to acquire by condemnation, for the purposes stated herein, right-of-way totaling 0.002 acres on Parcel 11304, located at 611 W. Fifth Street, more particularly described as follows:

Commencing at a control point having Localized NC Grid Coordinates of Northing: 681,641.170' and a Easting: 2,481,151.810'; thence from said point of commencement S49°53'23"W 8.42' to a computed point in the southern right-of-way W 5<sup>th</sup> Street; thence with and along the said southern right-of-way N80°36'13"W 60.00' to a computed point being the north east corner of Malcomb A. Joyner as described above and the north west corner of the City of Greenville (parcel 32) as described in Deed Book 2278 Page 661 and depicted in Map Book 2 Page 148, said point being the Point of Beginning; thence from the point of beginning with and along the western line of the City of Greenville S09°23'47"W 1.51' to a rebar & NC DOT R/W disk set; thence leaving the said western line N80°35'46"W 45.28' to a rebar & NC DOT R/W disk set in the eastern line of the City of Greenville (parcel 28) as described in Deed Book 2436 Page 299 and depicted in Map Book 2 Page 148; thence with and along the said eastern line N09°16'50"E 1.50' to an existing iron pipe in the southern right-of-way of W 5<sup>th</sup> Street; thence with and along the said southern right-of-way S80°36'13"E 45.28' to the Point and Place of Beginning containing 68 square feet or 0.002 acres according to a plat by CH Engineering titled "Easement Acquisition Plat, City of Greenville Build Project, Area D Improvements" dated May 20, 2022 and recorded in Map Book 88 Page 104.

3. City Council further authorizes the City Attorney (including an attorney retained by the City) to acquire by condemnation, for the purposes stated herein, a permanent utility easement totaling 0.005 acres on Parcel 11304, located at 611 W. Fifth Street, more particularly described as follows:

Commencing at a control point having Localized NC Grid Coordinates of Northing: 681,641.170' and a Easting: 2,481,151.810'; thence from said point of commencement S49°53'23"W 8.42' to a computed point in the southern right-of-way W 5<sup>th</sup> Street; thence with and along the said southern right-of-way N80°36'13"W 60.00' to a computed point being the north east corner of Malcomb A. Joyner as described above and the north west corner of the City of Greenville (parcel 32) as described in Deed Book 2278 Page 661 and depicted in Map

Book 2 Page 148; thence with and along the western line of the City of Greenville S09°23'47"W 1.51' to a rebar & NC DOT R/W disk set, said rebar & NC DOT R/W disk being the Point of Beginning; thence from the point of beginning continuing with and along the said western line S09°23'47"W 5.00' to a 60d nail set; thence leaving the said western line N80°35'46"W 3.63' to a 60d nail set; thence N80°35'46"W 25.50' to a 60d nail set; thence N80°35'46"W 16.14' to a 60d nail set in the eastern line of the City of Greenville (parcel 28) as described in Deed Book 2436 Page 299 and depicted in Map Book 2 Page 148; thence with and along the said eastern line N09°16'50"E 5.00' to a rebar & NC DOT R/W disk set; thence leaving the said eastern line S80°35'46"E 45.28' to the Point and Place of Beginning containing 226 square feet or 0.005 acres according to a plat by CH Engineering titled "Easement Acquisition Plat, City of Greenville Build Project, Area D Improvements" dated May 20, 2022 and recorded in Map Book 88 Page 104.

4. City Council further authorizes the City Attorney (including an attorney retained by the City) to acquire by condemnation, for the purposes stated herein, temporary construction easements totaling 0.002 acres and 18 square feet on Parcel 11304, located at 611 W. Fifth Street, more particularly described as follows:

Commencing at a control point having Localized NC Grid Coordinates of Northing: 681,641.170' and a Easting: 2,481,151.810'; thence from said point of commencement S49°53'23"W 8.42' to a computed point in the southern right-of-way W 5<sup>th</sup> Street; thence with and along the said southern right-of-way N80°36'13"W 60.00' to a computed point being the north east corner of Malcomb A. Joyner as described above and the north west corner of the City of Greenville (parcel 32) as described in Deed Book 2278 Page 661 and depicted in Map Book 2 Page 148; thence with and along the western line of the City of Greenville S09°23'47"W 1.51' to a rebar & NC DOT R/W disk set; thence continuing with and along the said western line S09°23'47"W 5.00' to a 60d nail set; thence leaving the said western line N80°35'46"W 3.63' to a 60d nail set; thence N80°35'46"W 25.50' to a 60d nail set, said nail being the Point of Beginning; thence from the point of beginning S09°24'14"W 5.00' to a 60d nail set; thence N80°35'46"W 16.13' to a 60d nail set in the eastern line of the City of Greenville (parcel 28); thence with and along the said eastern line N09°24'14"E 5.00' to a 60d nail set; thence S80°35'46"E 16.14' to the Point and Place of Beginning containing 81 square feet or 0.002 acres according to a plat by CH Engineering titled "Easement Acquisition Plat, City of Greenville Build Project, Area D Improvements" dated May 20, 2022 and recorded in Map Book 88 Page 104; and

Commencing at a control point having Localized NC Grid Coordinates of Northing: 681,641.170' and a Easting: 2,481,151.810'; thence from said point of commencement S49°53'23"W 8.42' to a computed point in the southern right-of-way W 5<sup>th</sup> Street; thence with and along the said southern right-of-way N80°36'13"W 60.00' to a computed point being the north east corner of Malcomb A. Joyner as described above and the north west corner of the City of Greenville (parcel 32) as described in Deed Book 2278 Page 661 and depicted in Map Book 2 Page 148; thence with and along the western line of the City of Greenville S09°23'47"W 1.51' to a rebar & NC DOT R/W disk set; thence continuing with and along the said western line S09°23'47"W 5.00' to a 60d nail set, said nail being the **Point of Beginning**; thence from the point of beginning continuing with and along the said western line S09°23'47"W 5.00' to a 60d nail set; thence leaving the said western line N80°35'46"W 3.63' to a 60d nail set; thence N09°24'14"E 5.00' to a 60d nail set; thence S80°35'46"E 3.63' to the **Point and Place of Beginning** containing 18 square feet according to a plat by CH Engineering titled "Easement Acquisition Plat, City of Greenville Build Project, Area D Improvements" dated May 20, 2022 and recorded in Map Book 88 Page 104.

5. The necessary proceedings under Chapter 40A of the North Carolina General Statutes to acquire the property herein described are hereby directed to be instituted.

This the 8th day of September, 2022.

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P.J. Connelly, Mayor

ATTEST:

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Valerie Shiuwegar, City Clerk

RESOLUTION AUTHORIZING CONDEMNATION TO ACQUIRE CERTAIN PROPERTY OF THE WILLIAM J. DAVIS, IV FOR THE COMPLETION OF THE BUILD PROJECT

WHEREAS, the City Council of the City of Greenville hereby determines that it is necessary and in the public interest to acquire certain property under ownership of the William J. Davis, IV for the public purpose described below; and

WHEREAS, the proper officials or representatives of the City of Greenville have been unable to acquire the necessary property by negotiated conveyance, due to complexity involving the number of heirs and/or property owners' unwillingness to negotiate.

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

1. The City Council determines the acquisition of the below described property is for the public purpose of completing the BUILD project.
2. City Council authorizes the City Attorney (including an attorney retained by the City) to acquire by condemnation, for the purposes stated herein, right-of-way totaling 0.001 acres on Parcel 15729, located at 426 W. Fifth Street, more particularly described as follows:

Commencing at a control point having Localized NC Grid Coordinates of Northing: 681,655.000' and a Easting: 2,481,984.887'; thence from said point of commencement N46°16'26"W 11.71' to an existing iron pipe in the northern right-of-way of W 5<sup>th</sup> Street marking the south east corner of William J. Davis IV as described above and the south west corner of William J. Davis IV (parcel 43) as described in Deed Book 3503 Page 281 and depicted in Map Book 84 Page 141; thence with and along the said northern right-of-way N79°24'21"W 38.51' to a rebar & NC DOT R/W disk set, said rebar & NC DOT R/W disk being the Point of Beginning; thence from the point of beginning continuing with and along the said northern right-of-way N79°24'21"W 41.32' to a computed point being the south west corner of William J. Davis IV as described above and the south east corner of Martha E. Wilson heirs as described in estate Book 2009 Page 544; thence with and along the eastern line of the Wilson heirs N10°32'48"E 1.05' to a rebar & NC DOT R/W disk set; thence leaving the said eastern line S79°48'26"E 41.32' to a rebar & NC DOT R/W disk set; thence S10°35'39"W 1.34' to the Point and Place of Beginning containing 49 square feet or 0.001 acres according to a plat by CH Engineering titled "Easement Acquisition Plat, City of Greenville Build Project, Area D Improvements" dated May 20, 2022 and recorded in Map Book 88 Page 104.

3. City Council further authorizes the City Attorney (including an attorney retained by the City) to acquire by condemnation, for the purposes stated herein, a permanent utility easement totaling 0.020 acres on Parcel 15729, located at 426 W. Fifth Street, more particularly described as follows:

Commencing at a control point having Localized NC Grid Coordinates of Northing: 681,655.000' and a Easting: 2,481,984.887'; thence from said point of commencement N46°16'26"W 11.71' to an existing iron pipe in the northern right-of-way of W 5<sup>th</sup> Street marking the south east corner of William J. Davis IV as described above and the south west corner of William J. Davis IV (parcel 43) as described in Deed Book 3503 Page 281 and depicted in Map Book 84 Page 141, said iron pipe being the Point of Beginning; thence from

the point of beginning with and along the said northern right-of-way N79°24'21"W 38.51' to a rebar & NC DOT R/W disk set; thence N10°35'39"E 1.34' to a rebar & NC DOT R/W disk set; thence N79°48'26"W 41.32' to a rebar & NC DOT R/W disk set in the eastern line of Martha E. Wilson heirs as described in estate Book 2009 Page 544; thence with and along the said eastern line N10°32'48"E 10.00' to a 60d nail set; thence leaving the said eastern line S79°48'26"E 79.83' to a 60d nail set in the western line of William J. Davis IV (parcel 43) as described above; thence with and along the said western line S10°32'48"W 11.61' to the Point and Place of Beginning containing 855 square feet or 0.020 acres according to a plat by CH Engineering titled "Easement Acquisition Plat, City of Greenville Build Project, Area D Improvements" dated May 20, 2022 and recorded in Map Book 88 Page 104.

4. The necessary proceedings under Chapter 40A of the North Carolina General Statutes to acquire the property herein described are hereby directed to be instituted.

This the 8th day of September, 2022.

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

ATTEST:

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

RESOLUTION AUTHORIZING CONDEMNATION TO ACQUIRE CERTAIN PROPERTY OF THE WILLIAM J. DAVIS, IV FOR THE COMPLETION OF THE BUILD PROJECT

WHEREAS, the City Council of the City of Greenville hereby determines that it is necessary and in the public interest to acquire certain property under ownership of the William J. Davis, IV for the public purpose described below; and

WHEREAS, the proper officials or representatives of the City of Greenville have been unable to acquire the necessary property by negotiated conveyance, due to complexity involving the number of heirs and/or property owners' unwillingness to negotiate.

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

1. The City Council determines the acquisition of the below described property is for the public purpose of completing the BUILD project.
2. City Council authorizes the City Attorney (including an attorney retained by the City) to acquire by condemnation, for the purposes stated herein, a temporary construction easement totaling 0.023 acres on Parcel 85752, located at 422 W. Fifth Street, more particularly described as follows:

Commencing at a control point having Localized NC Grid Coordinates of Northing: 681,655.000' and a Easting: 2,481,984.887'; thence from said point of commencement N46°16'26"W 11.71' to an existing iron pipe in the northern right-of-way of W 5<sup>th</sup> Street marking the south east corner of William J. Davis IV (parcel 42) as described in Deed Book 3697 Page 411 and the south west corner of William J. Davis IV as described above, said iron pipe also being the Point of Beginning; thence from the point of beginning with and along the eastern line of William J. Davis IV (parcel 42) N10°32'48"E 11.61' to a 60d nail set; thence leaving the said eastern line S79°48'26"E 84.07' to a 60d nail set in the western line of William J. Davis IV (parcel 44) as described in Deed Book 3547 Page 223; thence with and along the said western line S10°31'48"W 11.84' to an existing iron pipe in the northern right-of-way W 5<sup>th</sup> Street marking the south west corner of William J. Davis IV (parcel 44) as described above and the south east corner of William J. Davis IV (parcel 43) as described above; thence with and along the said northern right-of-way N79°36'46"W 4.15' to a computed point; thence continuing with and along the said northern right-of-way N79°39'06"W 79.92' to the Point and Place of Beginning containing 986 square feet or 0.023 acres according to a plat by CH Engineering titled "Easement Acquisition Plat, City of Greenville Build Project, Area D Improvements" dated May 20, 2022 and recorded in Map Book 88 Page 104.

3. The necessary proceedings under Chapter 40A of the North Carolina General Statutes to acquire the property herein described are hereby directed to be instituted.

This the 8th day of September, 2022.

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

ATTEST:

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

RESOLUTION AUTHORIZING CONDEMNATION TO ACQUIRE CERTAIN PROPERTY OF THE WILLIAM J. DAVIS, IV FOR THE COMPLETION OF THE BUILD PROJECT

WHEREAS, the City Council of the City of Greenville hereby determines that it is necessary and in the public interest to acquire certain property under ownership of the William J. Davis, IV for the public purpose described below; and

WHEREAS, the proper officials or representatives of the City of Greenville have been unable to acquire the necessary property by negotiated conveyance, due to complexity involving the number of heirs and/or property owners' unwillingness to negotiate.

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

1. The City Council determines the acquisition of the below described property is for the public purpose of completing the BUILD project.
2. City Council authorizes the City Attorney (including an attorney retained by the City) to acquire by condemnation, for the purposes stated herein, a permanent utility easement totaling 0.035 acres on Parcel 15719, located at 418 W. Fifth Street, more particularly described as follows:

Commencing at a control point having Localized NC Grid Coordinates of Northing: 681,655.000' and a Easting: 2,481,984.887'; thence from said point of commencement N46°16'26"W 11.71' to an existing iron pipe in the northern right-of-way of W 5<sup>th</sup> Street marking the south east corner of William J. Davis IV (parcel 42) as described in Deed Book 3697 Page 411 and the south west corner of William J. Davis IV (parcel 43) as described in Deed Book 3503 Page 281 and depicted in Map Book 84 Page 141; thence with and along the said northern right-of-way S79°39'06"E 79.92' to a computed point; thence continuing with and along the said northern right-of-way S79°36'46"E 4.15' to an existing iron pipe marking the south east corner of William J. Davis IV (parcel 43) as described above and south west corner of William J. Davis IV (parcel 44) as described above, said iron pipe also being the Point of Beginning; thence from the point of beginning with and along the eastern line of William J. Davis IV (parcel 43) N10°31'58"E 11.84' to a 60d nail set; thence leaving the said eastern line S79°48'26"E 66.52' to a 60d nail set; thence 61.54' along a curve to the right having a radius of 2,914.10' and a chord of S79°17'08"E 51.54' to a 60d nail set in the western line of Walter B. Council Trustee as described in Deed Book 2268 Page 542 and depicted in Map Book 169 Page 178; thence with and along the said western line S11°28'06"W 11.81' to a computed point in the northern right-of-way of W 5<sup>th</sup> Street being the south west corner of Walter B. Council Trustee and the south east corner of William J. Davis IV (parcel 44); thence with and along the said northern right-of-way N78°24'12"W 1.88' to a computed point; thence continuing with and along the said northern right-of-way N79°35'18"W 125.98' to the Point and Place of Beginning containing 1,536 square feet or 0.035 acres according to a plat by CH Engineering titled "Easement Acquisition Plat, City of Greenville Build Project, Area D Improvements" dated May 20, 2022 and recorded in Map Book 88 Page 104.

3. The necessary proceedings under Chapter 40A of the North Carolina General Statutes to acquire the property herein described are hereby directed to be instituted.

This the 8th day of September, 2022.



ATTEST:

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Valerie Shiuwegar, City Clerk

RESOLUTION AUTHORIZING CONDEMNATION TO ACQUIRE CERTAIN PROPERTY OF THE  
FNZ PROSPERITY INVESTMENT GROUP, LLC FOR THE COMPLETION OF THE BUILD  
PROJECT

WHEREAS, the City Council of the City of Greenville hereby determines that it is necessary and in the public interest to acquire certain property under ownership of the FNZ Prosperity Investment Group, LLC for the public purpose described below; and

WHEREAS, the proper officials or representatives of the City of Greenville have been unable to acquire the necessary property by negotiated conveyance, due to complexity involving the number of heirs and/or property owners' unwillingness to negotiate.

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

1. The City Council determines the acquisition of the below described property is for the public purpose of completing the BUILD project.
2. City Council authorizes the City Attorney (including an attorney retained by the City) to acquire by condemnation, for the purposes stated herein, a temporary construction easement totaling 18 square feet on Parcel 71721, located at 122 E. Fifth Street, more particularly described as follows:

Commencing at a control point having Localized NC Grid Coordinates of Northing: 681,242.827' and a Easting: 2,483,822.522'; thence from said point of commencement S26°04'43"E 8.48' to a computed point being the intersection of the western right-of-way of Cotanche Street and the southern right-of-way of E 5<sup>th</sup> Street, said point also being the Point of Beginning; thence from the point of beginning with and along the said western right-of-way S11°23'10"W 25.37' to a 60d nail set; thence leaving the said western right-of-way N78°11'30"W 0.71' to a 60d nail set; thence N11°24'51"E 25.37' to a 60d nail set in the southern right-of-way of E 5<sup>th</sup> Street; thence with and along the said eastern right-of-way S78°08'55"E 0.70' to the Point and Place of Beginning containing 18 square feet according to a plat by CH Engineering titled "Easement Acquisition Plat, City of Greenville Build Project, Area D Improvements" dated January 1, 2022 and recorded in Map Book 88 Page 118.

3. The necessary proceedings under Chapter 40A of the North Carolina General Statutes to acquire the property herein described are hereby directed to be instituted.

This the 8th day of September, 2022.

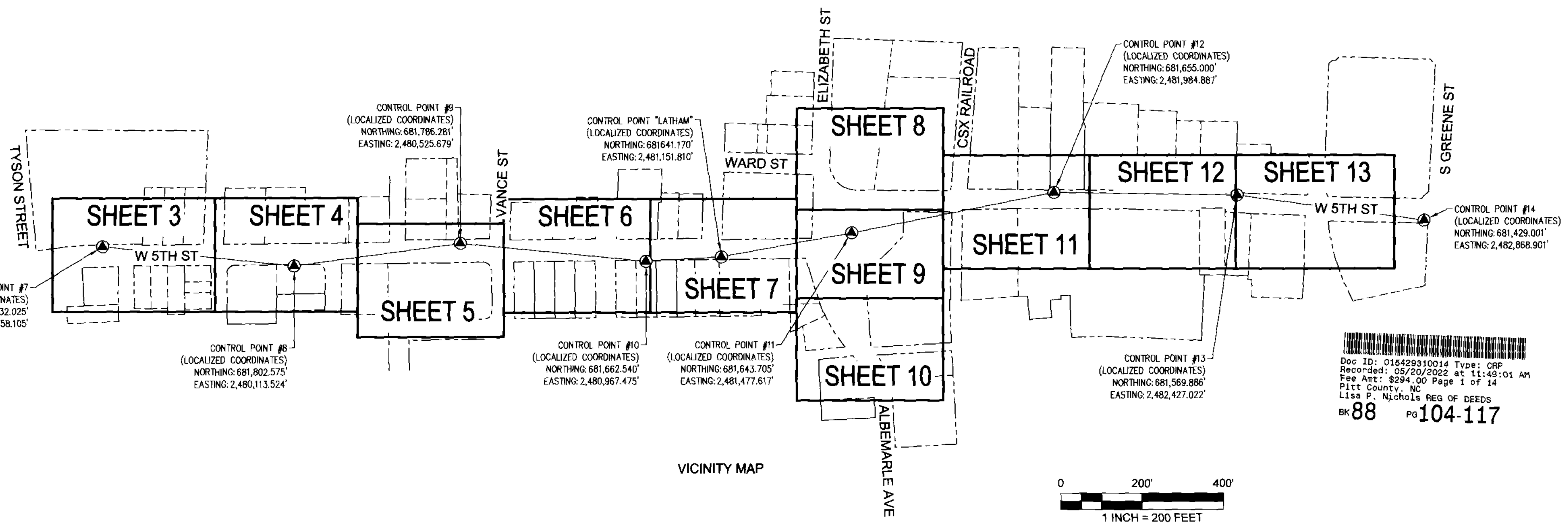
\_\_\_\_\_  
P.J. Connelly, Mayor

ATTEST:

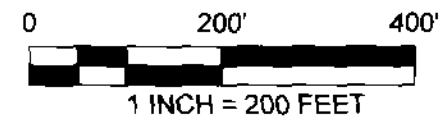
\_\_\_\_\_  
Valerie Shiuwegar, City Clerk



CONTROL POINT #7  
 (LOCALIZED COORDINATES)  
 NORTHING: 681,932.025'  
 EASTING: 2,479,658.105'



Doc ID: 015429310014 Type: CRP  
 Recorded: 05/20/2022 at 11:49:01 AM  
 Fee Amt: \$294.00 Page 1 of 14  
 Pitt County, NC  
 Lisa P. Nichols REG OF DEEDS  
 BK 88 Pg 104-117



VICINITY MAP

NO APPROVAL REQUIRED

NORTH CAROLINA CITY OF GREENVILLE

I HEREBY CERTIFY THAT NO APPROVAL IS REQUIRED BY THE CITY OF GREENVILLE PLANNING DEPARTMENT.

BY: Chantale Moss  
 CITY OF GREENVILLE PLANNING DEPARTMENT

DATE: 4/20/2022

REVIEW OFFICER

I, Chantae M. Gooby  
 A REVIEW OFFICER OF PITT COUNTY, N. C., CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

BY: Chantale Gooby  
 DATE: 4/20/2022

REVISIONS:

**EASEMENT ACQUISITION PLAT**  
**CITY OF GREENVILLE BUILD PROJECT**  
**AREA "D" IMPROVEMENTS**  
 CITY OF GREENVILLE ~ GREENVILLE TOWNSHIP ~ PITT COUNTY ~ NORTH CAROLINA

PREPARED FOR: CITY OF GREENVILLE POST OFFICE BOX 7207 GREENVILLE, NC 27838	SURVEYED J. NELSON / C. KNOX
	DRAWN B. RICHARDS
	CHECKED D. MCGOWAN
	DATE MAY 20, 2022
	SCALE 1 INCH = 200 FEET

**CH ENGINEERING**  
 3220 GLEN ROYAL RD. RALEIGH, NC 27617  
 TEL. (919) 788-0224 FAX (919) 788-0232  
 CORPORATE LICENSE # P-0189

SURVEY HORIZONTAL CONTROL

POINT	NORTHING (US FT. - GROUND)	EASTING (US FT. - GROUND)	ELEVATION (NAVD '88)	DESCRIPTION
7	681,932.025'	2,479,658.105'	67.91'	NAIL
8	681,802.576'	2,480,113.524'	63.14'	NAIL
9	681,786.281'	2,480,525.680'	60.78'	NAIL
10	681,662.541'	2,480,967.475'	58.69'	NAIL
11	681,643.705'	2,481,477.617'	54.89'	NAIL
12	681,655.000'	2,481,984.887'	56.82'	NAIL
13	681,569.886'	2,482,427.022'	54.69'	MAG NAIL
14	681,429.001'	2,482,868.901'	49.78'	NAIL

SHEET INDEX

#	DESCRIPTION
1	COVER
2	OWNER / EASEMENT TABLE
3	PROPOSED RIGHT-OF-WAY & EASEMENTS TO BE ACQUIRED-PARCELS 1-9
4	PROPOSED RIGHT-OF-WAY & EASEMENTS TO BE ACQUIRED-PARCELS 10-13
5	PROPOSED RIGHT-OF-WAY & EASEMENTS TO BE ACQUIRED-PARCELS 14-17
6	PROPOSED RIGHT-OF-WAY & EASEMENTS TO BE ACQUIRED-PARCELS 18-27
7	PROPOSED RIGHT-OF-WAY & EASEMENTS TO BE ACQUIRED-PARCELS 28-34
8	PROPOSED RIGHT-OF-WAY & EASEMENTS TO BE ACQUIRED-PARCELS 34, 36 & 37
9	PROPOSED RIGHT-OF-WAY & EASEMENTS TO BE ACQUIRED-PARCELS 34, 35 & 38
10	PROPOSED RIGHT-OF-WAY & EASEMENTS TO BE ACQUIRED-PARCELS 38, 71-75
11	PROPOSED RIGHT-OF-WAY & EASEMENTS TO BE ACQUIRED-PARCELS 39-43
12	PROPOSED RIGHT-OF-WAY & EASEMENTS TO BE ACQUIRED-PARCELS 41, 44-48
13	PROPOSED RIGHT-OF-WAY & EASEMENTS TO BE ACQUIRED-PARCELS 49-51
14	DTEAIL "A"

SURVEY CONTROL CERTIFICATION

I, JEFFREY S. COATS, PLS, CERTIFY THAT THE NORTH CAROLINA STATE PLANE GRID COORDINATES AND GROUND COORDINATES SHOWN HEREON WERE DERIVED FROM AN ACTUAL GPS SURVEY AND TRADITIONAL TRAVERSE PERFORMED TO THE CLASS AA STANDARD PERFORMED BY RIVERS & ASSOCIATES; THAT VERTICAL DATUM/ELEVATIONS WAS DERIVED FROM LEVELING PERFORMED BY CH ENGINEERING ON 6/29/2020-7/11/2020 (CLASS A); BENCHMARK USED WAS NCGS LUPTON (EY1808), NAVD88 ELEVATION=60.90 FEET; AND THE FOLLOWING INFORMATION WAS USED DURING THE PERFORMANCE OF THE WORK:

- 1) CLASS OF SURVEY: CLASS AA (HORZ.) CLASS A (VERT.)
- 2) POSITIONAL ACCURACY: 1.52 CM (HORZ.)
- 3) TYPE OF GPS FIELD PROCEDURE: NORTH CAROLINA RTN
- 4) DATE OF SURVEY WORK: 6/17/2020 - 6/30/2020
- 5) DATUM/EPOCH: NAD83/2011
- 6) PUBLISHED FIXED CONTROL: MULTIPLE NCGS RTN OBSERVATIONS
- 7) GEOID MODEL: GEOID12B
- 8) COMBINED GRID FACTOR: 0.99989534936001
- 9) UNITS: US SURVEY FEET

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS

20<sup>th</sup> DAY OF May, 2022.  
Jeffrey S. Coats  
 JEFFREY S. COATS, PLS L-3994

SURVEY CERTIFICATION

NORTH CAROLINA PITT COUNTY

I, JEFFREY S. COATS, CERTIFY THAT THIS MAP SET WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION; THE RECORDED DEED AND PLAT DESCRIPTIONS ARE REFERENCED HEREIN; THAT THE RATIO OF PRECISION AS CALCULATED BY LEAST SQUARES IS 10,000+; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. FURTHERMORE I CERTIFY THAT THIS SURVEY IS OF ANOTHER CATEGORY AND IS AN EXCEPTION TO THE DEFINITION OF A SUBDIVISION IN THE CITY OF GREENVILLE. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL.

THIS 20<sup>th</sup> DAY OF May, 2022  
Jeffrey S. Coats  
 JEFFREY S. COATS, PLS L-3994



Table with columns: ROW TAKE, PROJECT PARCEL #, CITY PARCEL #, PROPERTY OWNER, ROW AREA, SHEET. Lists rows 1 through 44 with corresponding parcel and owner information.

Table with columns: EASEMENT, PROJECT PARCEL #, CITY PARCEL #, PROPERTY OWNER, TCE AREA, SHEET. Lists easements TCE 1 through TCE 33 with corresponding parcel and owner information.

Table with columns: EASEMENT, PROJECT PARCEL #, CITY PARCEL #, PROPERTY OWNER, PUE AREA, SHEET. Lists easements PUE 1 through PUE 54 with corresponding parcel and owner information.

Table with columns: EASEMENT, PROJECT PARCEL #, CITY PARCEL #, PROPERTY OWNER, PDE AREA, SHEET. Lists easements PDE 1 through PDE 3 with corresponding parcel and owner information.

Table with columns: EASEMENT, PROJECT PARCEL #, CITY PARCEL #, PROPERTY OWNER, PDUE AREA, SHEET. Lists easement PDUE 1 with corresponding parcel and owner information.

Doc ID: 015429310014 Type: CRP
Recorded: 05/20/2022 at 11:49:01 AM
Fee Amt: \$294.00 Page 2 of 14
Pitt County, NC
Lisa P. Nichols REG OF DEEDS
BK 88 PG 104-117

REVISIONS:

EASEMENT ACQUISITION PLAT
CITY OF GREENVILLE BUILD PROJECT
AREA "D" IMPROVEMENTS
CITY OF GREENVILLE - GREENVILLE TOWNSHIP - PITT COUNTY - NORTH CAROLINA
PREPARED FOR: CITY OF GREENVILLE
POST OFFICE BOX 7207
GREENVILLE, NC 27838
SURVEYED: J. NELSON / C. KNOX
DRAWN: B. RICHARDS
CHECKED: D. MCGOWAN
DATE: MAY 20, 2022
SCALE: 1 INCH = 20 FEET

NOTES:

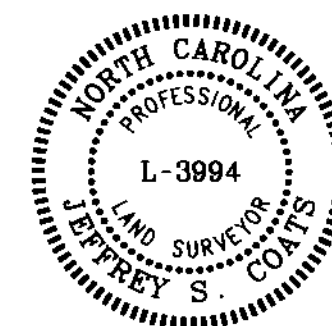
- 1. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
2. SHEET 1 IS THE VICINITY MAP FOR SHEETS 2 THROUGH 13 OF THIS MAP SET.
3. ALL REFERENCES SHOWN HEREIN.
4. THE EXISTING BOUNDARIES, RIGHT OF WAYS AND EXISTING EASEMENTS AS SHOWN WERE COMPILED BY USING THE EXISTING PROPERTY CORNERS RECOVERED AND BY USING CURRENT DEED AND PLAT REFERENCES. THE PROPOSED RIGHT OF WAY AND PROPOSED EASEMENTS WERE COMBINED WITH THE EXISTING PROPERTY DATA TO FORM THE BASIS OF AREA COMPUTATIONS. THE PARCELS AS DRAWN ARE NOT CONSIDERED TO BE BOUNDARY SURVEYS AND SHOULD NOT BE USED AS SUCH.
5. THE INFORMATION CONTAINED HEREON IS SUBJECT TO THE FINDINGS OF A COMPLETE AND ACCURATE OPINION OF TITLE, AND TO THOSE EXCEPTIONS AND EASEMENTS OF RECORD, IF ANY, NOTED THEREON.
6. AREAS COMPUTED BY COORDINATE METHOD.
7. THE PROJECT POINT OF LOCALIZATION IS "PANEL 305" HAVING NC GRID COORDINATES OF NORTHING: 681,060.791', EASTING: 2,481,113.760' AND A NAVD 88 ELEVATION: 62.24'. THE PROJECT COMBINED FACTOR IS 0.99989534938001.
8. THESE PROPERTIES ARE LOCATED IN ZONE "X", AND IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA, AS DETERMINED BY NC FIRM MAP NUMBER 3720467800K WITH A EFFECTIVE DATE OF 7/17/2014 AND NC FIRM MAP NUMBER 3720468800K WITH A EFFECTIVE DATE OF 7/17/2014.

LEGEND

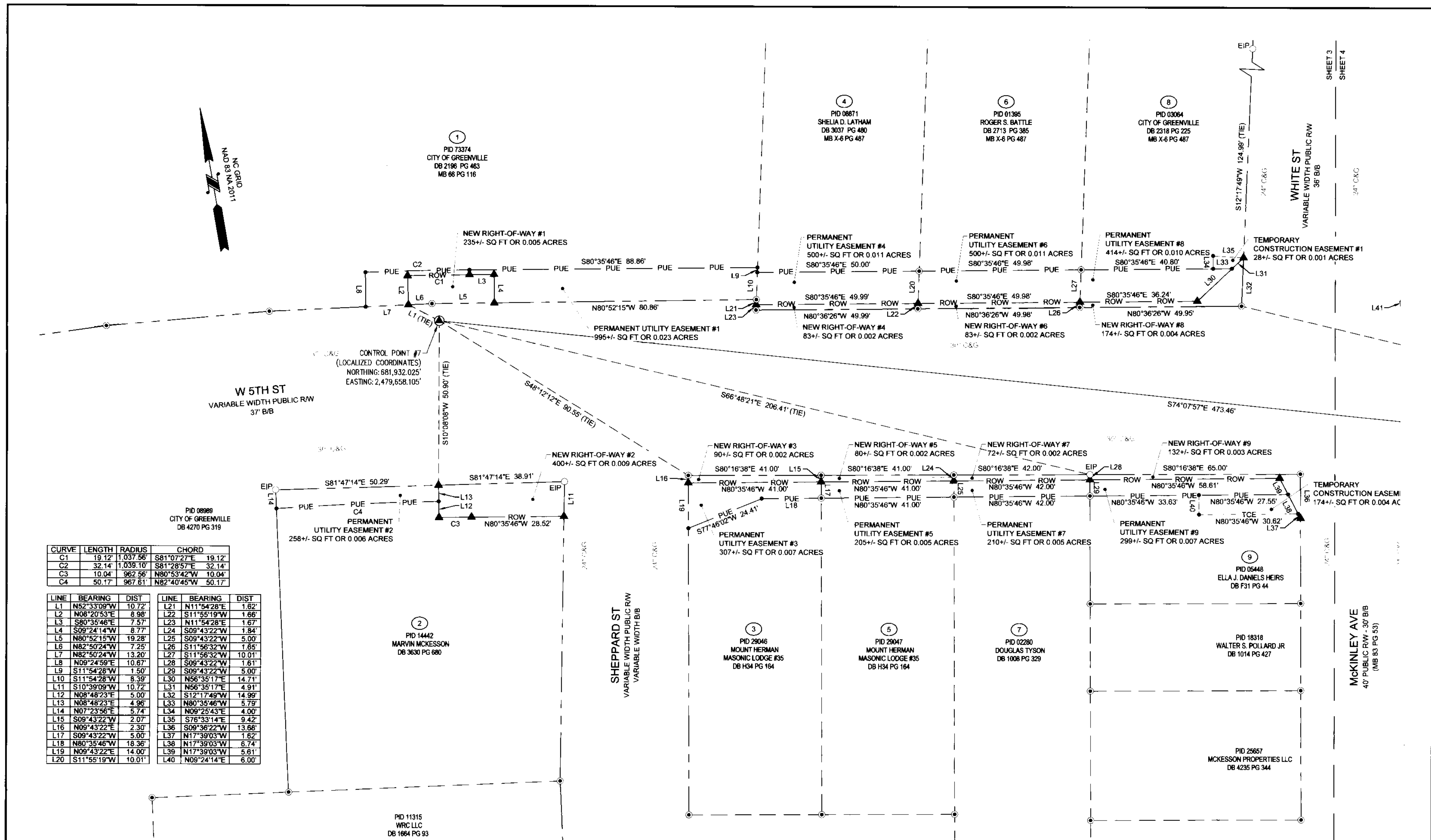
- CONTROL POINT REBAR & CAP SET
EXISTING PROPERTY CORNER
NC DOT RIGHT-OF-WAY DISK SET
60d NAIL SET
COMPUTED POINT-NO POINT SET
EXISTING RIGHT-OF-WAY
PROPERTY LINE SURVEYED
PROPERTY LINE NOT SURVEYED
EXISTING EASEMENT
PROPOSED RIGHT-OF-WAY
PERMANENT DRAINAGE EASEMENT
PERMANENT UTILITY EASEMENT
PERMANENT DRAINAGE & UTILITY EASEMENT
TEMP CONSTRUCTION EASEMENT

SURVEY CERTIFICATION

NORTH CAROLINA PITT COUNTY



Jeffrey S. Coats 5/20/22
JEFFREY S. COATS, PLS L-3994



CURVE	LENGTH	RADIUS	CHORD
C1	19.12'	1,037.56'	S81°07'27"E 19.12'
C2	32.14'	1,039.10'	S81°26'57"E 32.14'
C3	10.04'	962.56'	N80°53'42"W 10.04'
C4	50.17'	967.61'	N82°40'45"W 50.17'

LINE	BEARING	DIST	LINE	BEARING	DIST
L1	N52°33'09"W	10.72'	L21	N11°54'28"E	1.62'
L2	N08°20'53"E	8.98'	L22	S11°55'19"W	1.66'
L3	S80°35'46"E	7.57'	L23	N11°54'28"E	1.67'
L4	S09°24'14"W	8.77'	L24	S09°43'22"W	1.84'
L5	N80°52'15"W	19.28'	L25	S09°43'22"W	5.00'
L6	N82°50'24"W	7.25'	L26	S11°56'32"W	1.65'
L7	N82°50'24"W	13.20'	L27	S11°56'32"W	10.01'
L8	N09°24'59"E	10.67'	L28	S09°43'22"W	1.61'
L9	S11°54'28"W	1.50'	L29	S09°43'22"W	5.00'
L10	S11°54'28"W	8.39'	L30	N56°35'17"E	14.71'
L11	S10°39'09"W	10.72'	L31	N56°35'17"E	4.91'
L12	N08°48'23"E	5.00'	L32	S12°17'49"W	14.99'
L13	N08°48'23"E	4.96'	L33	N80°35'46"W	5.79'
L14	N07°23'56"E	5.74'	L34	N09°25'43"E	4.00'
L15	S09°43'22"W	2.07'	L35	S78°33'14"E	9.42'
L16	N09°43'22"E	2.30'	L36	S09°36'22"W	13.68'
L17	S09°43'22"W	5.00'	L37	N17°39'03"W	1.62'
L18	N80°35'46"W	18.36'	L38	N17°39'03"W	6.74'
L19	N09°43'22"E	14.00'	L39	N17°39'03"W	5.61'
L20	S11°55'19"W	10.01'	L40	N09°24'14"E	6.00'

REVISIONS:

**EASEMENT ACQUISITION PLAT**  
**CITY OF GREENVILLE BUILD PROJECT**  
**AREA "D" IMPROVEMENTS**

CITY OF GREENVILLE - GREENVILLE TOWNSHIP - PITT COUNTY - NORTH CAROLINA

PREPARED FOR: CITY OF GREENVILLE  
 POST OFFICE BOX 7207  
 GREENVILLE, NC 27838

**CH ENGINEERING**  
 3220 GLEN ROYAL RD. RALEIGH, NC 27617  
 TEL. (919) 788-0224 FAX (919) 788-0232  
 CORPORATE LICENSE # P-0189

SURVEYED  
 J. NELSON / C. KNOX

DRAWN  
 B. RICHARDS

CHECKED  
 D. MCGOWAN

DATE  
 MAY 20, 2022

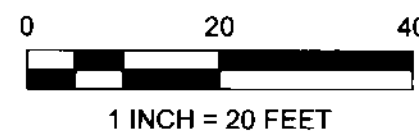
SCALE  
 1 INCH = 20 FEET

NOTES:  
 SEE SHEET 2

LEGEND:  
 SEE SHEET 2

EASEMENT ACQUISITION / AREA TABLE:  
 SEE SHEET 2

SHEET 3 OF 14



Doc ID: 015429310014 Type: CRP  
 Recorded: 05/20/2022 at 11:49:01 AM  
 Fee Amt: \$294.00 Page 3 of 14  
 Pitt County, NC  
 Lisa P. Nichols REG OF DEEDS

**88** Pg **104-117**

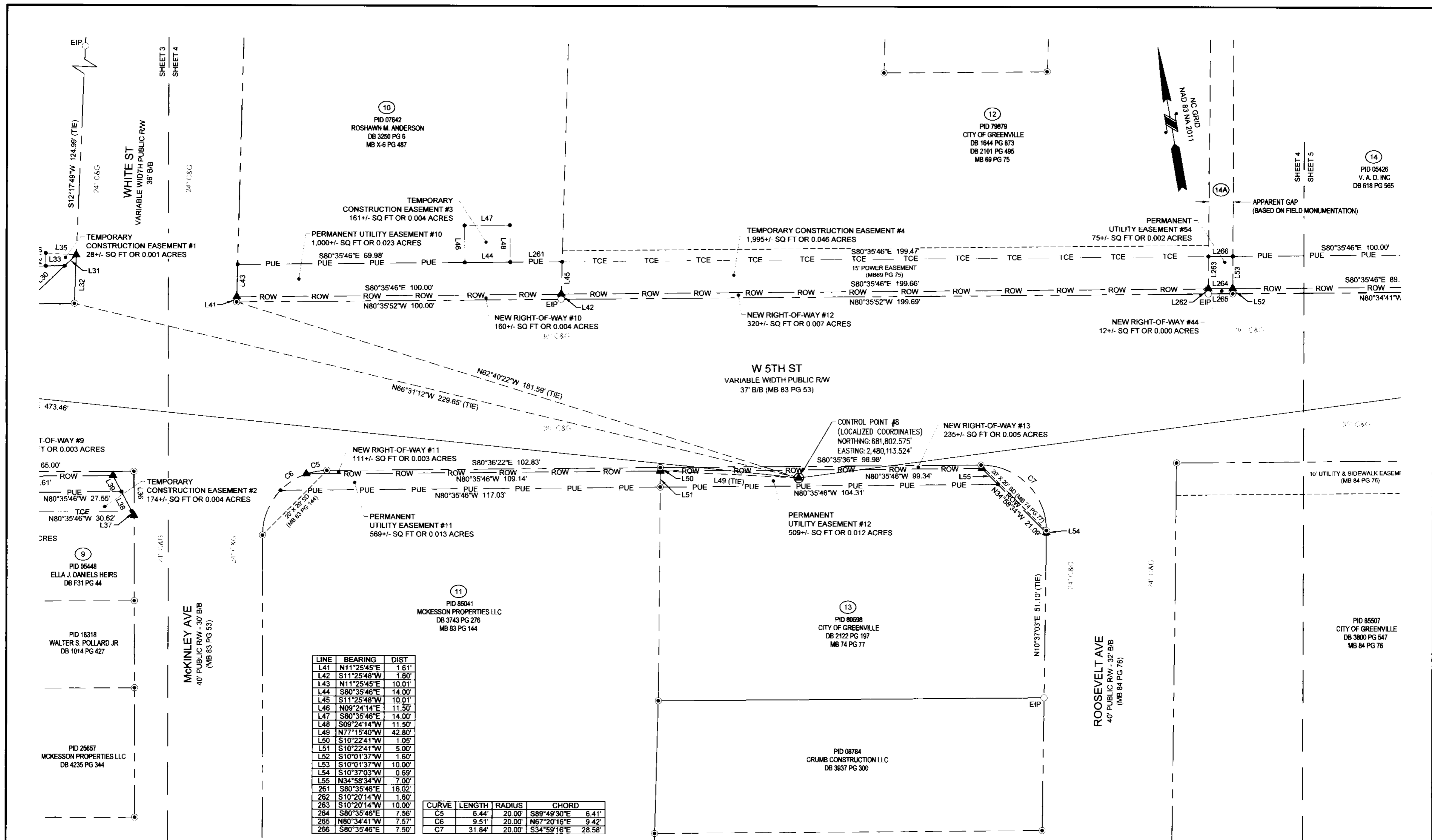
**SURVEY CERTIFICATION**

NORTH CAROLINA PITT COUNTY

**NORTH CAROLINA PROFESSIONAL LAND SURVEYOR**  
**L-3994**  
**JEFFREY S. COATS**

*Jeffrey S. Coats*  
 JEFFREY S. COATS, PLS

L-3994



LINE	BEARING	DIST
L41	N11°25'45"E	1.61'
L42	S11°25'48"W	1.60'
L43	N11°25'45"E	10.01'
L44	S80°35'46"E	14.00'
L45	S11°25'48"W	10.01'
L46	N09°24'14"E	11.50'
L47	S80°35'46"E	14.00'
L48	S09°24'14"W	11.50'
L49	N77°15'40"W	42.80'
L50	S10°22'41"W	1.05'
L51	S10°22'41"W	5.00'
L52	S10°01'37"W	1.60'
L53	S10°01'37"W	10.00'
L54	S10°37'03"W	0.89'
L55	N34°58'34"W	7.00'
L261	S80°35'46"E	16.02'
L262	S10°20'14"W	1.60'
L263	S10°20'14"W	10.00'
L264	S80°35'46"E	7.56'
L265	N80°34'41"W	7.57'
L266	S80°35'46"E	7.50'

CURVE	LENGTH	RADIUS	CHORD
C5	6.44'	20.00'	S89°49'30"E 6.41'
C6	9.51'	20.00'	N67°20'16"E 9.42'
C7	31.84'	20.00'	S34°59'16"E 28.58'

REVISIONS:

**EASEMENT ACQUISITION PLAT**  
**CITY OF GREENVILLE BUILD PROJECT**  
**AREA "D" IMPROVEMENTS**

CITY OF GREENVILLE - GREENVILLE TOWNSHIP - PITT COUNTY - NORTH CAROLINA

PREPARED FOR: CITY OF GREENVILLE  
 POST OFFICE BOX 7207  
 GREENVILLE, NC 27838

**CH ENGINEERING**  
 3220 GLEN ROYAL RD. RALEIGH, NC 27617  
 TEL. (919) 788-0224 FAX (919) 788-0232  
 CORPORATE LICENSE # P-0189

SURVEYED  
 J. NELSON / C. KNOX

DRAWN  
 B. RICHARDS

CHECKED  
 D. MCGOWAN

DATE  
 MAY 20, 2022

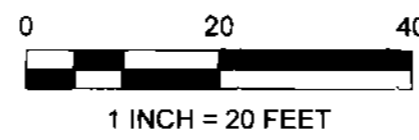
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 1 INCH = 20 FEET

NOTES:  
 SEE SHEET 2

LEGEND:  
 SEE SHEET 2

EASEMENT ACQUISITION / AREA TABLE:  
 SEE SHEET 2

SHEET 4 OF 14



Doc ID: 015429310014 Type: CRP  
 Recorded: 05/20/2022 at 11:49:01 AM  
 Fee Amt: \$294.00 Page 4 of 14  
 Pitt County, NC  
 Lisa P. Nichols REG OF DEEDS  
 BK 88 PG 104-117

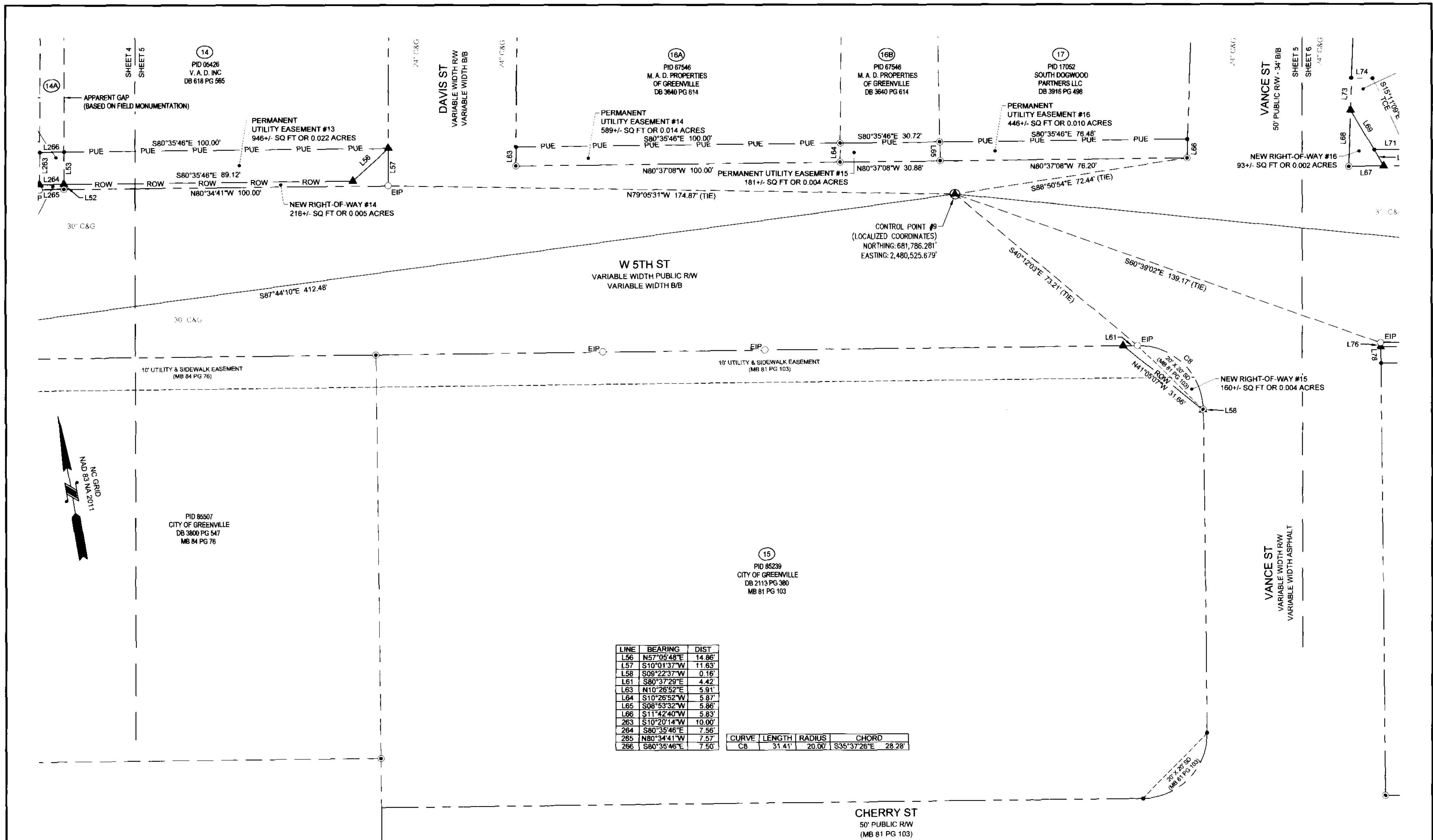
**SURVEY CERTIFICATION**

NORTH CAROLINA PITT COUNTY

**JEFFREY S. COATS**  
 L-3994  
 LAND SURVEYOR

*Jeffrey S. Coats*  
 JEFFREY S. COATS, PLS

L-3994



REVISIONS:

**EASEMENT ACQUISITION PLAT**  
**CITY OF GREENVILLE BUILD PROJECT**  
**AREA "D" IMPROVEMENTS**

CITY OF GREENVILLE - GREENVILLE TOWNSHIP - PITT COUNTY - NORTH CAROLINA

PREPARED FOR: CITY OF GREENVILLE POST OFFICE BOX 7207 GREENVILLE, NC 27838	SURVEYED J. NELSON / C. KNOX
	DRAWN B. RICHARDS
	CHECKED D. McGOWAN
	DATE MAY 20, 2022
	SCALE 1 INCH = 20 FEET

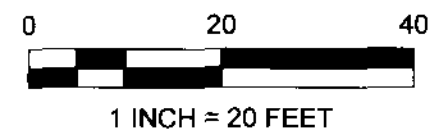
**CH ENGINEERING**  
 3220 GLEN ROYAL RD. RALEIGH, NC 27617  
 TEL. (919) 788-0224 FAX (919) 788-0232  
 CORPORATE LICENSE # P-0189

NOTES:  
 SEE SHEET 2

LEGEND:  
 SEE SHEET 2

EASEMENT ACQUISITION / AREA TABLE:  
 SEE SHEET 2

SHEET 5 OF 14



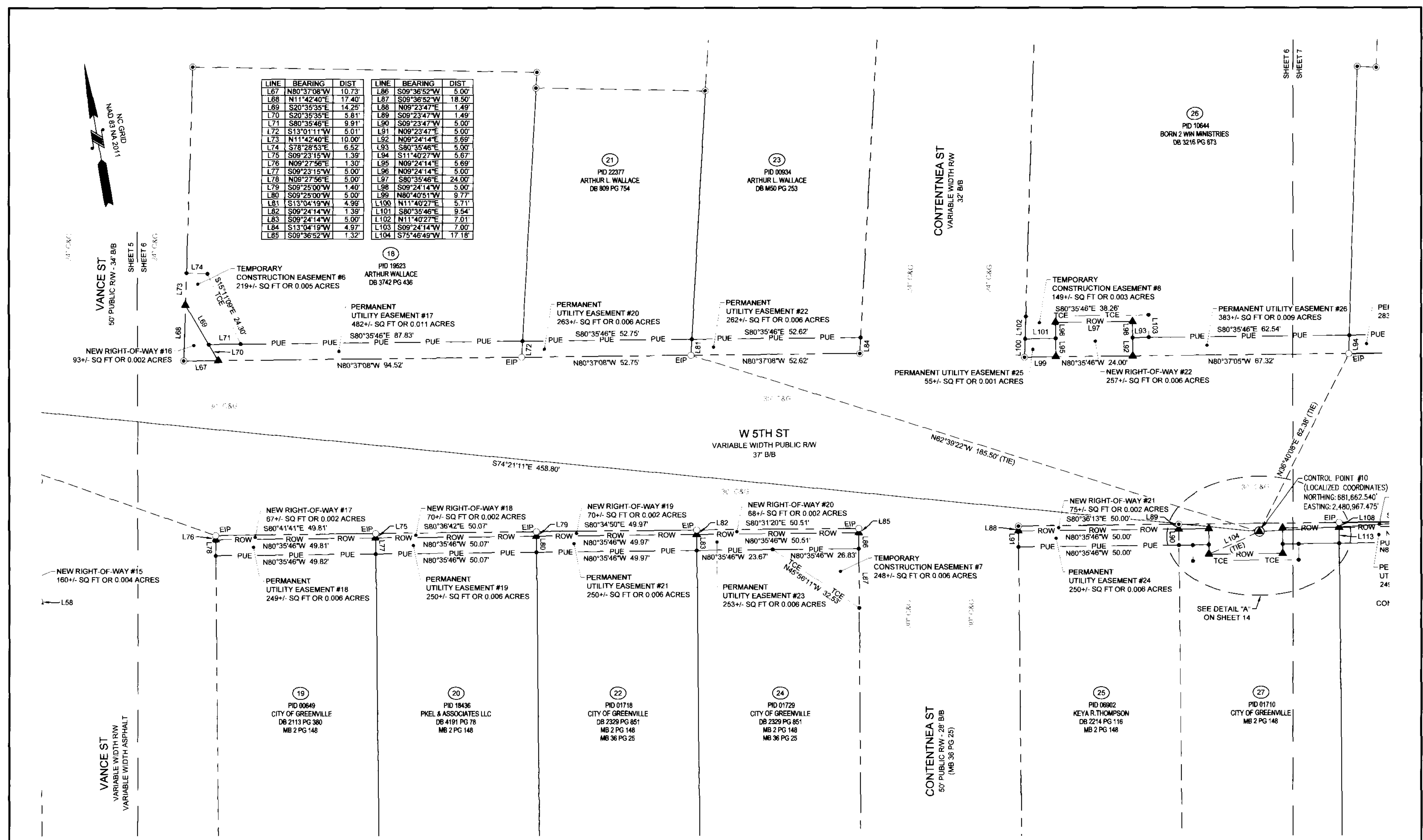
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 Fee Amt: \$294.00 Page 5 of 14  
 Pitt County, NC  
 Lisa P. Nichols REG OF DEEDS  
 BK 88 PG 104-117

**SURVEY CERTIFICATION**

NORTH CAROLINA PITT COUNTY

**JEFFREY S. COATS**  
 PROFESSIONAL LAND SURVEYOR  
 L-3994

*Jeffrey S. Coats 5/20/22*  
 JEFFREY S. COATS, PLS L-3994



**REVISIONS:**

**EASEMENT ACQUISITION PLAT**  
**CITY OF GREENVILLE BUILD PROJECT**  
**AREA "D" IMPROVEMENTS**  
 CITY OF GREENVILLE ~ GREENVILLE TOWNSHIP ~ PITT COUNTY ~ NORTH CAROLINA

PREPARED FOR: CITY OF GREENVILLE  
 POST OFFICE BOX 7207  
 GREENVILLE, NC 27838

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 CORPORATE LICENSE # P-0189

**SURVEYED**  
 J. NELSON / C. KNOX

**DRAWN**  
 B. RICHARDS

**CHECKED**  
 D. MCGOWAN

**DATE**  
 MAY 20, 2022

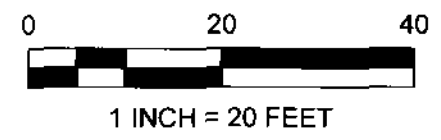
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**NOTES:**  
 SEE SHEET 2

**LEGEND:**  
 SEE SHEET 2

**EASEMENT ACQUISITION / AREA TABLE:**  
 SEE SHEET 2

**SHEET 6 OF 14**



Doc ID: 015429310014 Type: CRP  
 Recorded: 05/20/2022 at 11:49:01 AM  
 Fee Amt: \$294.00 Page 6 of 14  
 Pitt County, NC  
 Lisa P. Nichols REG OF DEEDS  
 BK 88 Pg 104-117

**SURVEY CERTIFICATION**  
 NORTH CAROLINA PITT COUNTY

**JEFFREY S. COATS**  
 PROFESSIONAL LAND SURVEYOR  
 L-3994

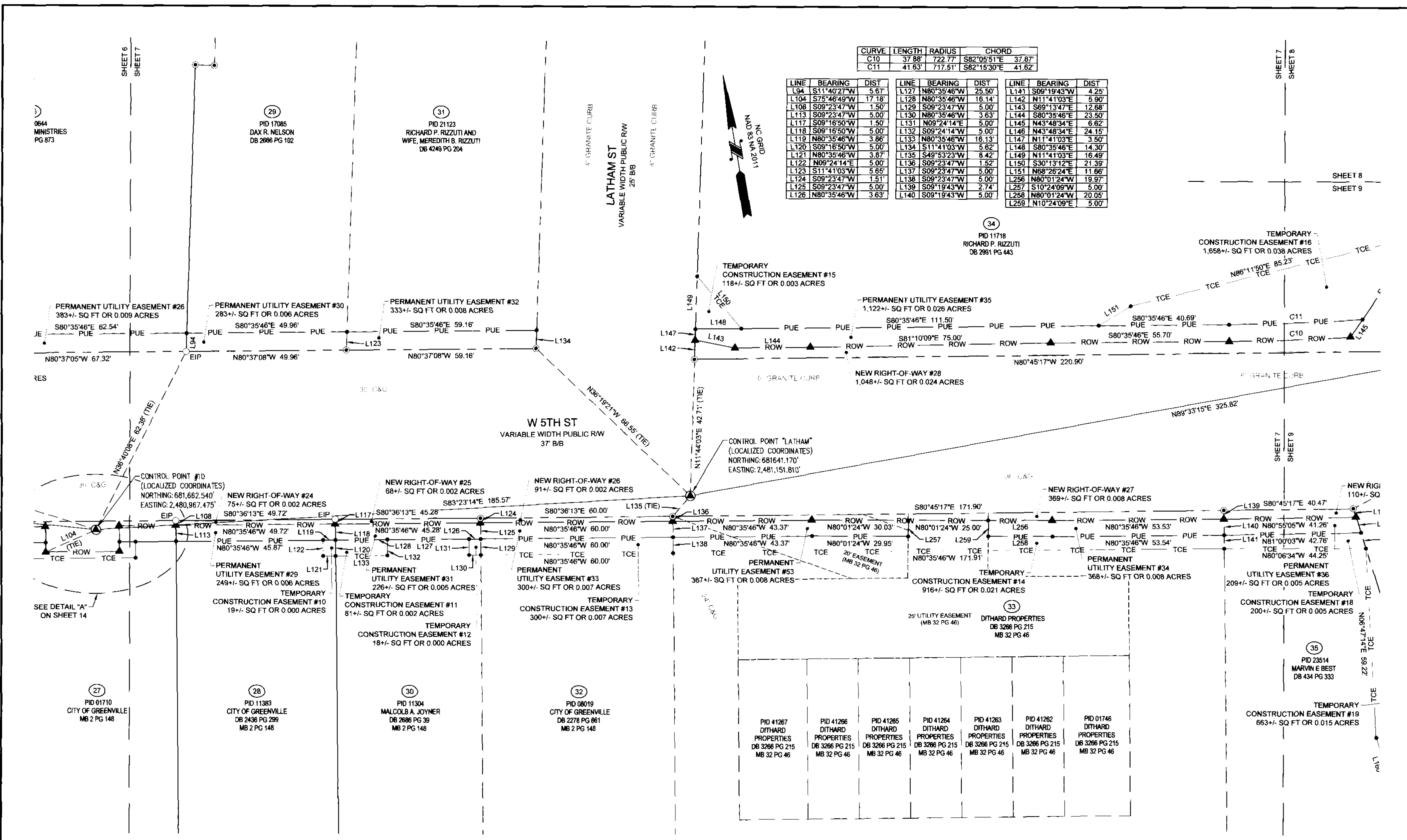
*Jeffrey S. Coats*  
 JEFFREY S. COATS, PLS

L-3994



CURVE	LENGTH	RADIUS	CHORD
C10	37.88'	722.77'	S82°05'51"E 37.87'
C11	41.63'	717.51'	S82°15'30"E 41.62'

LINE	BEARING	DIST	LINE	BEARING	DIST	LINE	BEARING	DIST
L94	S11°40'27"W	5.67'	L127	N80°35'46"W	25.50'	L141	S09°19'43"W	4.25'
L104	S75°46'49"W	17.18'	L128	N80°35'46"W	16.14'	L142	N11°41'03"E	5.90'
L108	S09°23'47"W	1.50'	L129	S09°23'47"W	5.00'	L143	S69°13'47"E	12.58'
L113	S09°23'47"W	5.00'	L130	N80°35'46"W	3.63'	L144	S80°35'46"E	23.50'
L117	S09°16'50"W	1.50'	L131	N09°24'14"E	5.00'	L145	N43°48'34"E	6.62'
L118	S09°16'50"W	5.00'	L132	S09°24'14"W	5.00'	L146	N43°48'34"E	24.15'
L119	N80°35'46"W	3.86'	L133	N80°35'46"W	16.13'	L147	N11°41'03"E	3.50'
L120	S09°16'50"W	5.00'	L134	S11°41'03"W	5.62'	L148	S80°35'46"E	14.30'
L121	N80°35'46"W	3.87'	L135	S49°53'23"W	8.42'	L149	N11°41'03"E	16.49'
L122	N09°24'14"E	5.00'	L136	S09°23'47"W	1.52'	L150	S30°13'12"E	21.39'
L123	S11°41'03"W	5.65'	L137	S09°23'47"W	5.00'	L151	N68°26'24"E	11.66'
L124	S09°23'47"W	1.51'	L138	S09°23'47"W	5.00'	L256	N80°01'24"W	19.97'
L125	S09°23'47"W	5.00'	L139	S09°19'43"W	2.74'	L257	S10°24'09"W	5.00'
L126	N80°35'46"W	3.63'	L140	S09°19'43"W	5.00'	L258	N80°01'24"W	20.05'
						L259	N10°24'09"E	5.00'



REVISIONS:

**EASEMENT ACQUISITION PLAT**  
**CITY OF GREENVILLE BUILD PROJECT**  
**AREA "D" IMPROVEMENTS**

CITY OF GREENVILLE - GREENVILLE TOWNSHIP - PITT COUNTY - NORTH CAROLINA

PREPARED FOR: CITY OF GREENVILLE  
 POST OFFICE BOX 7207  
 GREENVILLE, NC 27838

**CH ENGINEERING**  
 3220 GLEN ROYAL RD. RALEIGH, NC 27617  
 TEL. (919) 788-0224 FAX (919) 788-0232  
 CORPORATE LICENSE # P-0189

SURVEYED  
 J. NELSON / C. KNOX

DRAWN  
 B. RICHARDS

CHECKED  
 D. MCGOWAN

DATE  
 MAY 20, 2022

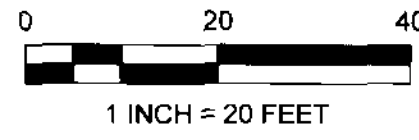
SCALE  
 1 INCH = 20 FEET

NOTES:  
 SEE SHEET 2

LEGEND:  
 SEE SHEET 2

EASEMENT ACQUISITION / AREA TABLE:  
 SEE SHEET 2

SHEET 7 OF 14



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 Recorded: 05/20/2022 at 11:49:01 AM  
 Fee Amt: \$294.00 Page 7 of 14  
 Pitt County, NC  
 Lisa P. Nichols REG OF DEEDS  
 BK 88 PG 104-117

**SURVEY CERTIFICATION**

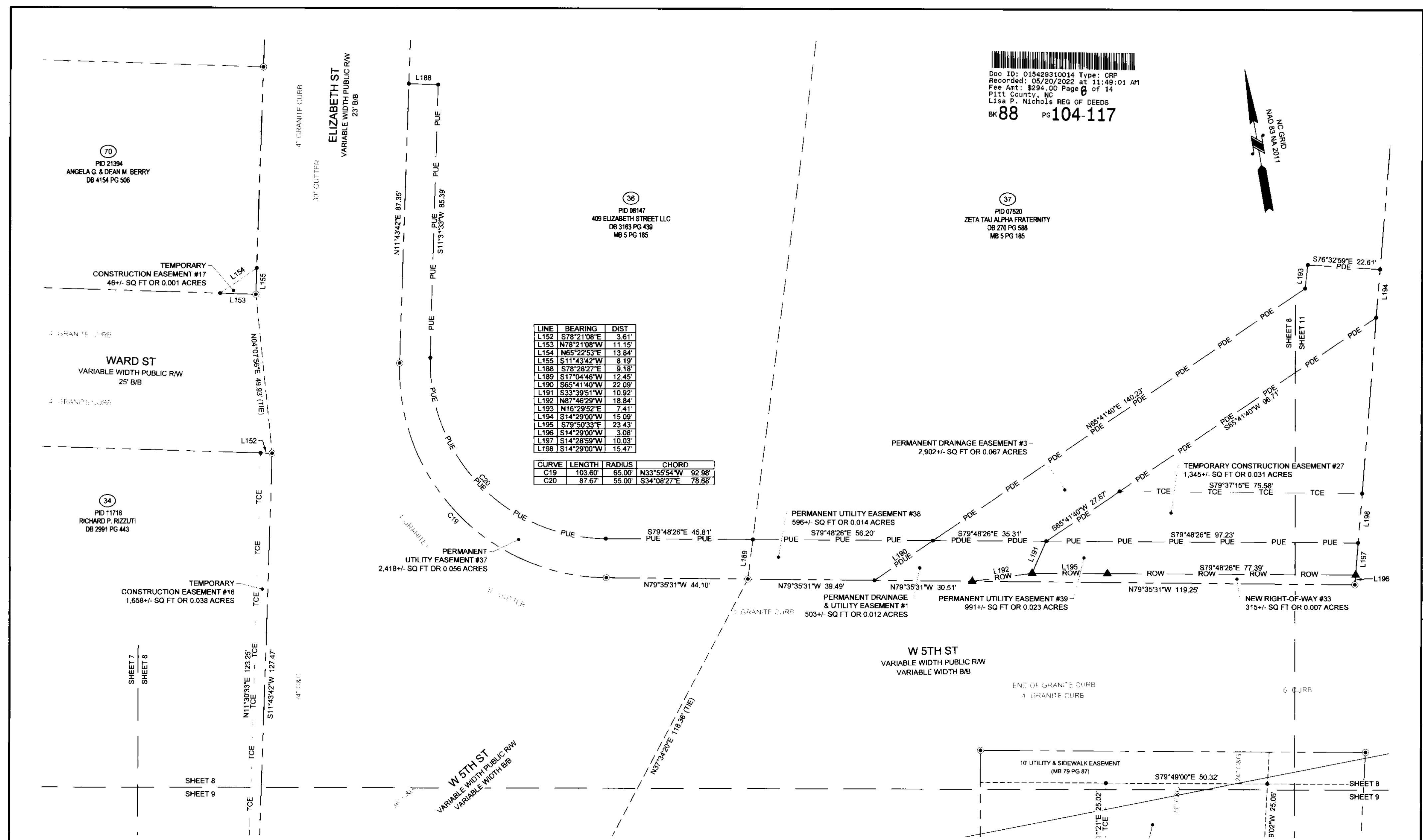
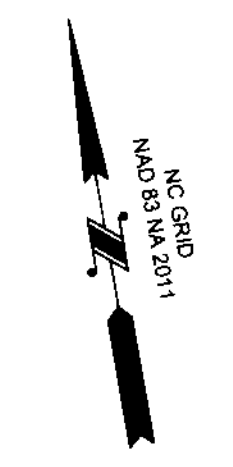
NORTH CAROLINA PITT COUNTY

**JEFFREY S. COATS**  
 LAND SURVEYOR  
 L-3994

JEFFREY S. COATS, PLS

L-3994

Doc ID: 015429310014 Type: CRP  
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**BK 88 PG 104-117**



**REVISIONS:**

**EASEMENT ACQUISITION PLAT**  
**CITY OF GREENVILLE BUILD PROJECT**  
**AREA "D" IMPROVEMENTS**

CITY OF GREENVILLE - GREENVILLE TOWNSHIP - PITT COUNTY - NORTH CAROLINA

PREPARED FOR: CITY OF GREENVILLE  
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**SURVEYED**  
 J. NELSON / C. KNOX

**DRAWN**  
 B. RICHARDS

**CHECKED**  
 D. MCGOWAN

**DATE**  
 MAY 20, 2022

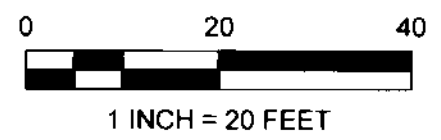
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 1 INCH = 20 FEET

**NOTES:**  
 SEE SHEET 2

**LEGEND:**  
 SEE SHEET 2

**EASEMENT ACQUISITION / AREA TABLE:**  
 SEE SHEET 2

**SHEET 8 OF 14**



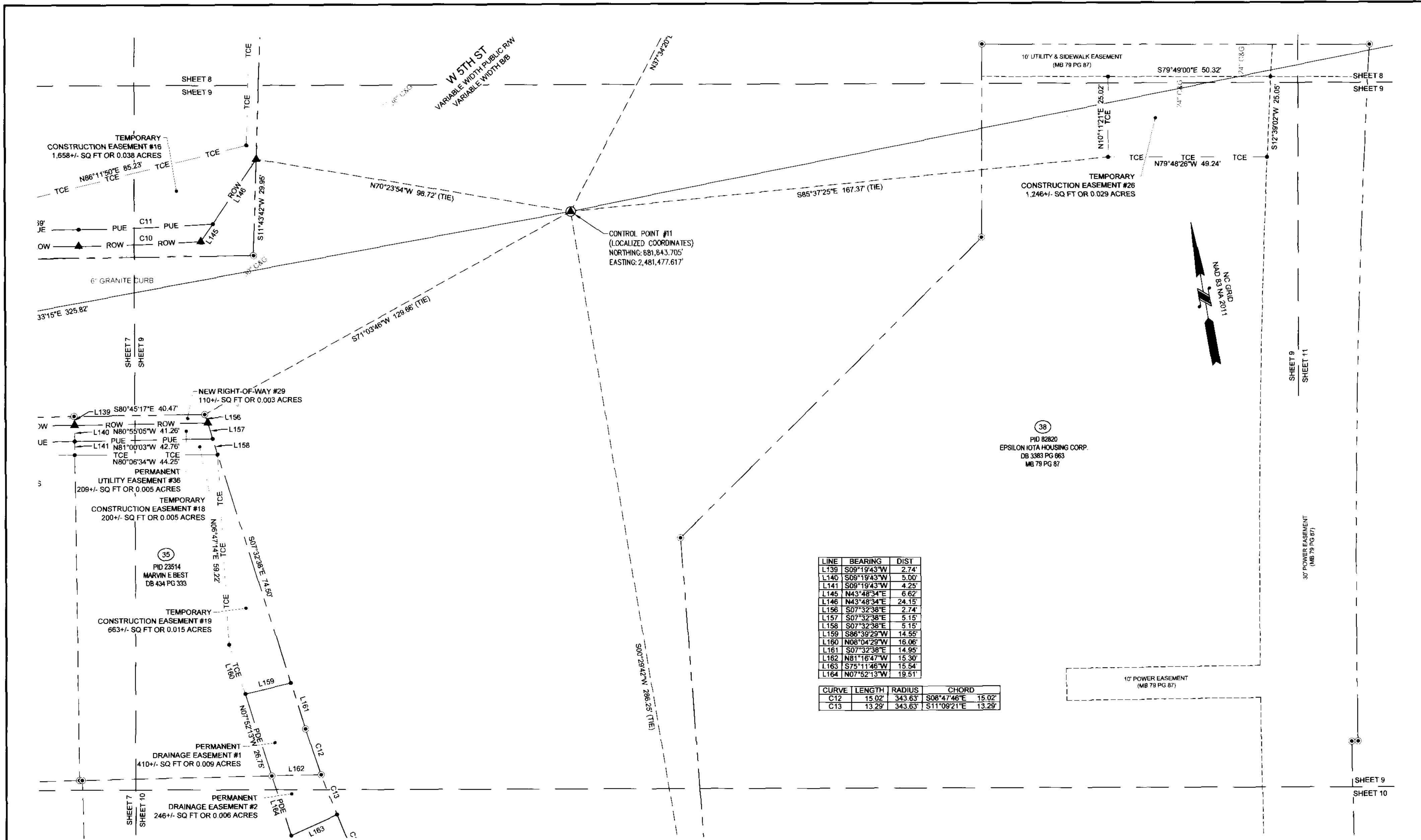
**SURVEY CERTIFICATION**

NORTH CAROLINA PITT COUNTY

**JEFFREY S. COATS**  
 L-3994  
 LAND SURVEYOR

*Jeffrey S. Coats 5/20/22*

JEFFREY S. COATS, PLS L-3994



REVISIONS:

**EASEMENT ACQUISITION PLAT**  
**CITY OF GREENVILLE BUILD PROJECT**  
**AREA "D" IMPROVEMENTS**  
CITY OF GREENVILLE ~ GREENVILLE TOWNSHIP ~ PITT COUNTY ~ NORTH CAROLINA

PREPARED FOR: CITY OF GREENVILLE  
POST OFFICE BOX 7207  
GREENVILLE, NC 27838

**CH ENGINEERING**  
3220 GLEN ROYAL RD. RALEIGH, NC 27617  
TEL. (919) 788-0224 FAX (919) 788-0232  
CORPORATE LICENSE # P-0189

SURVEYED  
J. NELSON / C. KNOX

DRAWN  
B. RICHARDS

CHECKED  
D. MCGOWAN

DATE  
MAY 20, 2022

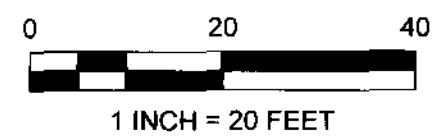
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1 INCH = 20 FEET

NOTES:  
SEE SHEET 2

LEGEND:  
SEE SHEET 2

EASEMENT ACQUISITION / AREA TABLE  
SEE SHEET 2

SHEET 9 OF 14



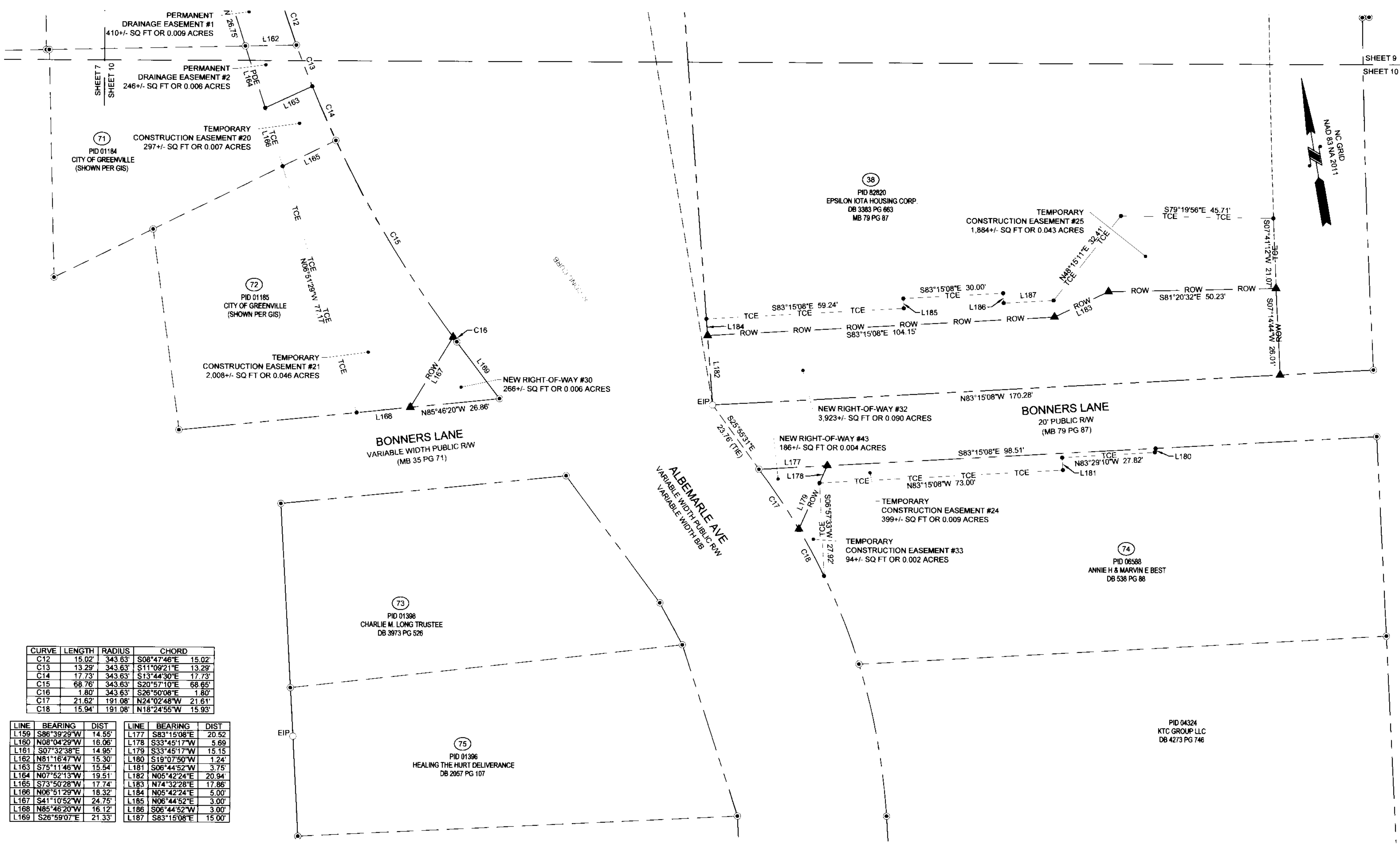
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Recorded: 05/20/2022 at 11:49:01 AM  
Fee Amt: \$294.00 Page 9 of 14  
Pitt County, NC  
Lisa P. Nichols REG OF DEEDS  
BK 88 PG 104-117

**SURVEY CERTIFICATION**  
NORTH CAROLINA PITT COUNTY

**JEFFREY S. COATS**  
PROFESSIONAL LAND SURVEYOR  
L-3994

5/19/22  
JEFFREY S. COATS, PLS

L-3994



CURVE	LENGTH	RADIUS	CHORD
C12	15.02'	343.63'	S08°47'46"E 15.02'
C13	13.29'	343.63'	S11°09'21"E 13.29'
C14	17.73'	343.63'	S13°44'30"E 17.73'
C15	68.76'	343.63'	S20°57'10"E 68.65'
C16	1.80'	343.63'	S26°50'08"E 1.80'
C17	21.62'	191.08'	N24°02'48"W 21.61'
C18	15.94'	191.08'	N18°24'55"W 15.93'

LINE	BEARING	DIST	LINE	BEARING	DIST
L159	S86°39'29"W	14.55'	L177	S83°15'08"E	20.52'
L160	N08°04'29"W	16.06'	L178	S33°45'17"W	5.89'
L161	S07°32'38"E	14.95'	L179	S33°45'17"W	15.15'
L162	N81°16'47"W	15.30'	L180	S19°07'50"W	1.24'
L163	S75°11'46"W	15.54'	L181	S06°44'52"W	3.75'
L164	N07°52'13"W	19.51'	L182	N05°42'24"E	20.94'
L165	S73°50'28"W	17.74'	L183	N74°32'28"E	17.86'
L166	N06°51'29"W	18.32'	L184	N05°42'24"E	5.00'
L167	S41°10'52"W	24.75'	L185	N06°44'52"E	3.00'
L168	N85°46'20"W	16.12'	L186	S06°44'52"W	3.00'
L169	S26°59'07"E	21.33'	L187	S83°15'08"E	15.00'

REVISIONS:

**EASEMENT ACQUISITION PLAT**  
**CITY OF GREENVILLE BUILD PROJECT**  
**AREA "D" IMPROVEMENTS**

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PREPARED FOR: CITY OF GREENVILLE  
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 D. MCGOWAN

DATE  
 MAY 20, 2022

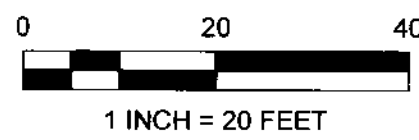
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EASEMENT ACQUISITION / AREA TABLE:  
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SHEET 10 OF 14

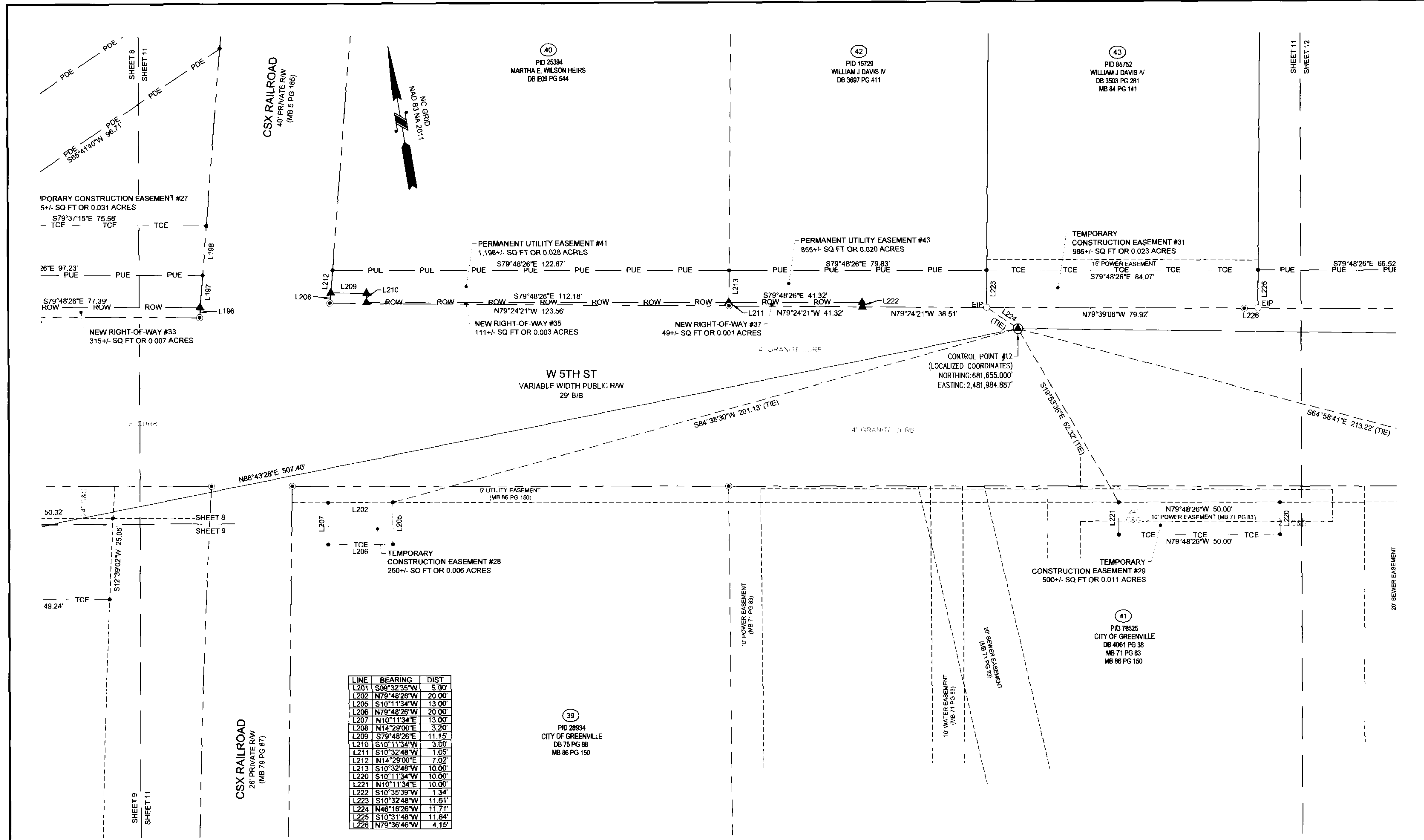


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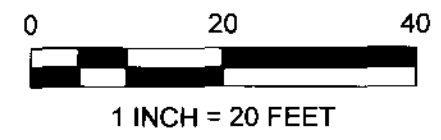
**SURVEY CERTIFICATION**  
 NORTH CAROLINA PITT COUNTY

**JEFFREY S. COATS**  
 PROFESSIONAL LAND SURVEYOR  
 L-3994

Jeffrey S. Coats 5/20/22  
 JEFFREY S. COATS, PLS L-3994



LINE	BEARING	DIST
L201	S09°32'35"W	5.00'
L202	N79°48'26"W	20.00'
L205	S10°11'34"W	13.00'
L206	N79°48'26"W	20.00'
L207	N10°11'34"E	13.00'
L208	N14°29'00"E	3.20'
L209	S79°48'26"E	11.15'
L210	S10°11'34"W	3.00'
L211	S10°32'48"W	1.05'
L212	N14°29'00"E	7.02'
L213	S10°32'48"W	10.00'
L220	S10°11'34"W	10.00'
L221	N10°11'34"E	10.00'
L222	S10°35'39"W	1.34'
L223	S10°32'48"W	11.61'
L224	N46°16'26"W	11.71'
L225	S10°31'48"W	11.84'
L226	N79°36'46"W	4.15'



REVISIONS:

**EASEMENT ACQUISITION PLAT**  
**CITY OF GREENVILLE BUILD PROJECT**  
**AREA "D" IMPROVEMENTS**  
 CITY OF GREENVILLE ~ GREENVILLE TOWNSHIP ~ PITT COUNTY ~ NORTH CAROLINA

PREPARED FOR: CITY OF GREENVILLE  
 POST OFFICE BOX 7207  
 GREENVILLE, NC 27838

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 3220 GLEN ROYAL RD. RALEIGH, NC 27617  
 TEL. (919) 788-0224 FAX (919) 788-0232  
 CORPORATE LICENSE # P-0189

SURVEYED	J. NELSON / C. KNOX
DRAWN	B. RICHARDS
CHECKED	D. MCGOWAN
DATE	MAY 20, 2022
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NOTES:  
 SEE SHEET 2

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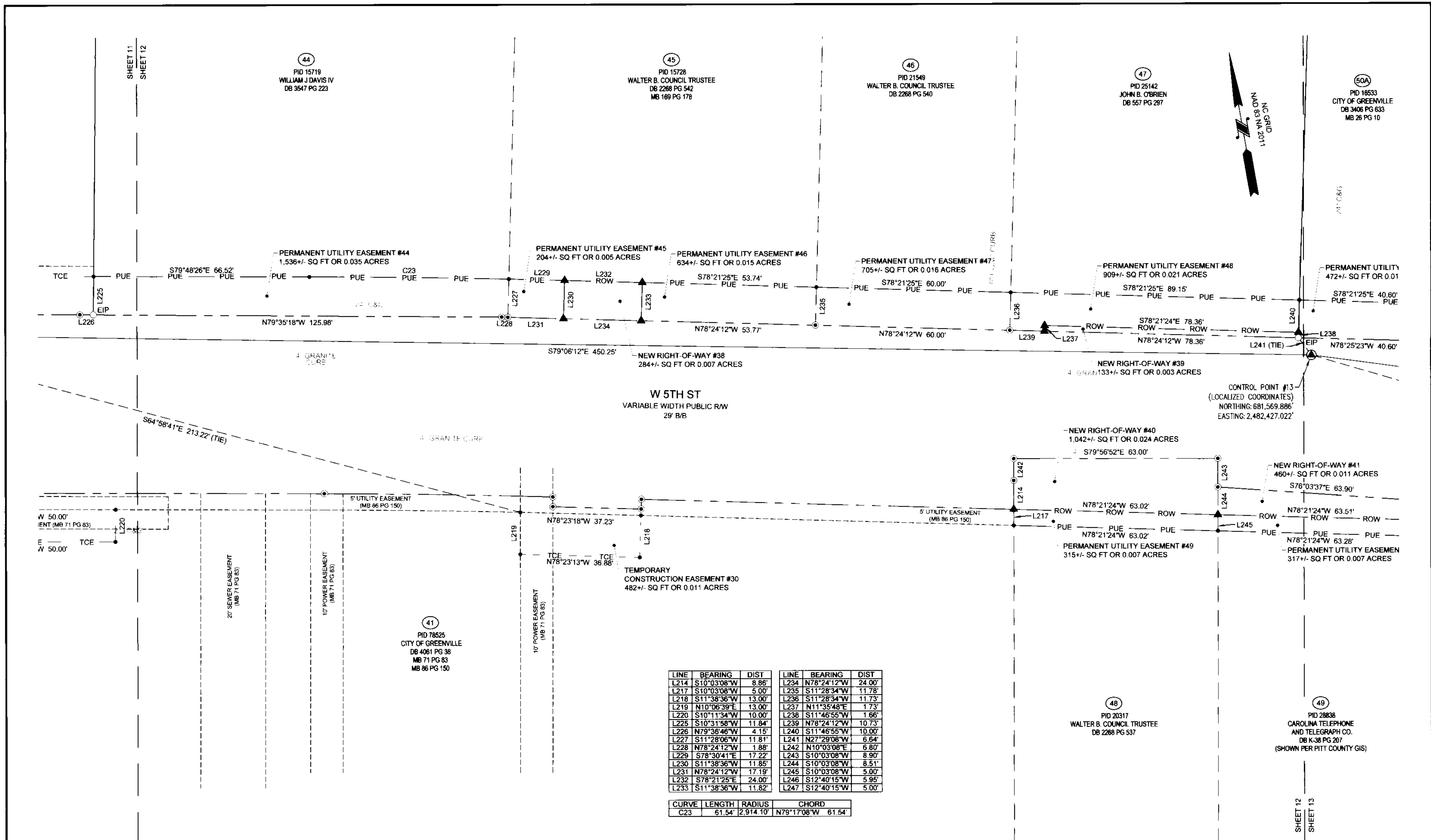
SHEET 11 OF 14

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 Pitt County, NC  
 Lisa P. Nichols REG OF DEEDS  
**BK 88 PG 104-117**

**SURVEY CERTIFICATION**  
 NORTH CAROLINA PITT COUNTY

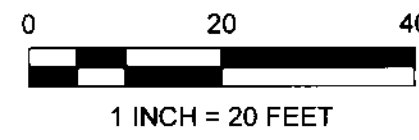
**NORTH CAROLINA PROFESSIONAL LAND SURVEYOR**  
 L-3994  
 JEFFREY S. COATS

*Jeffrey S. Coats* 5/20/22  
 JEFFREY S. COATS, PLS L-3994



LINE	BEARING	DIST	LINE	BEARING	DIST
L214	S10°03'08"W	8.86'	L234	N78°24'12"W	24.00'
L217	S10°03'08"W	5.00'	L235	S11°28'34"W	11.78'
L218	S11°38'36"W	13.00'	L236	S11°28'34"W	11.73'
L219	N10°06'39"E	13.00'	L237	N11°35'48"E	1.73'
L220	S10°11'34"W	10.00'	L238	S11°46'55"W	1.66'
L225	S10°31'58"W	11.84'	L239	N78°24'12"W	10.73'
L226	N79°36'46"W	4.15'	L240	S11°46'55"W	10.00'
L227	S11°28'06"W	11.81'	L241	N27°29'08"W	6.64'
L228	N78°24'12"W	1.88'	L242	N10°03'08"E	6.80'
L229	S78°30'41"E	17.22'	L243	S10°03'08"W	8.90'
L230	S11°38'36"W	11.85'	L244	S10°03'08"W	8.51'
L231	N78°24'12"W	17.19'	L245	S10°03'08"W	5.00'
L232	S78°21'25"E	24.00'	L246	S12°40'15"W	5.95'
L233	S11°38'36"W	11.82'	L247	S12°40'15"W	5.00'

CURVE	LENGTH	RADIUS	CHORD
C23	61.54'	2,914.10'	N79°17'08"W 61.54'



REVISIONS:

**EASEMENT ACQUISITION PLAT**  
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**AREA "D" IMPROVEMENTS**  
 CITY OF GREENVILLE ~ GREENVILLE TOWNSHIP ~ PITT COUNTY ~ NORTH CAROLINA

PREPARED FOR: CITY OF GREENVILLE POST OFFICE BOX 7207 GREENVILLE, NC 27838	SURVEYED J. NELSON / C. KNOX DRAWN B. RICHARDS CHECKED D. MCGOWAN DATE MAY 20, 2022 SCALE 1 INCH = 20 FEET
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NOTES:  
 SEE SHEET 2

LEGEND:  
 SEE SHEET 2

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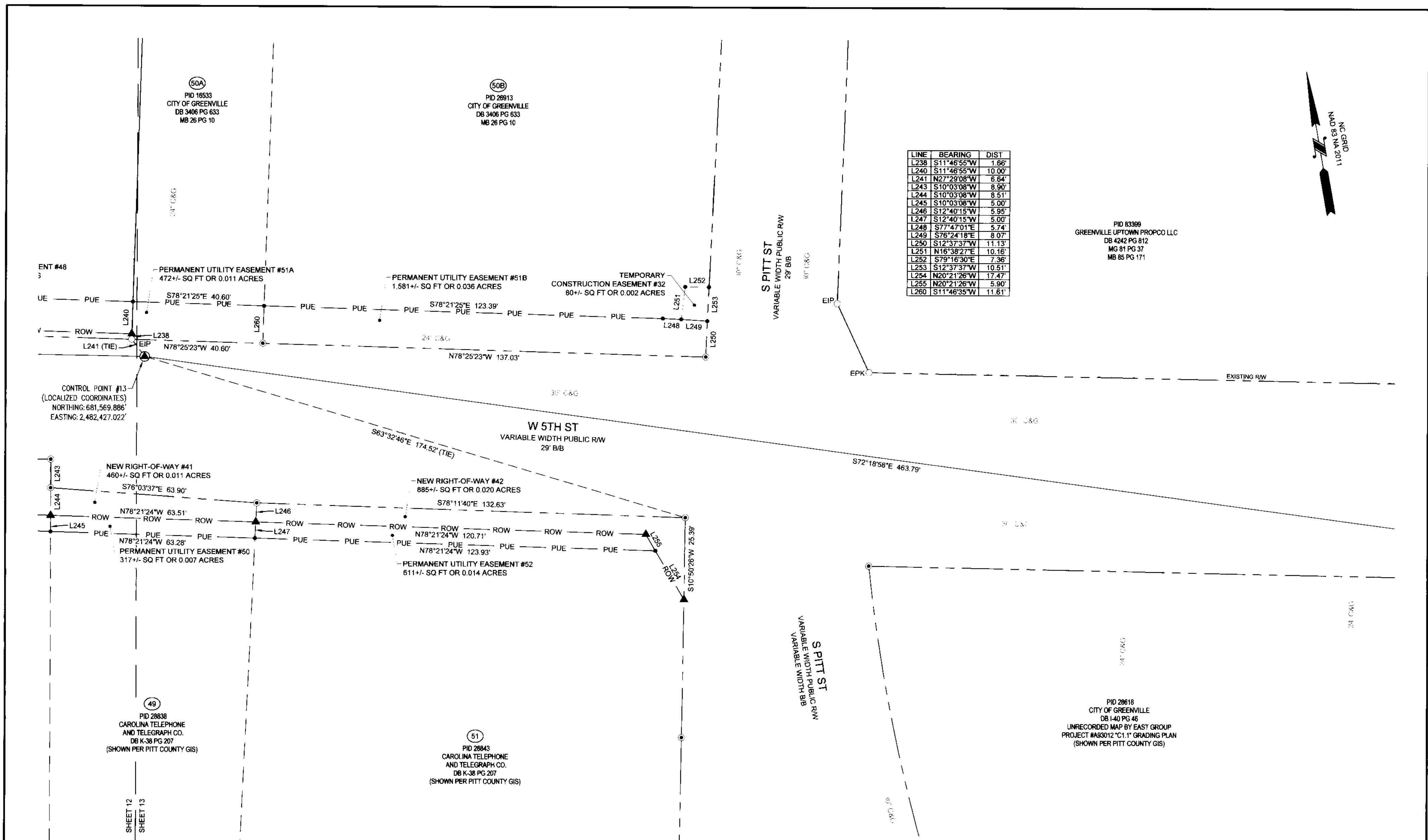
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 Pitt County, NC  
 Lisa P. Nichols REG OF DEEDS  
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**SURVEY CERTIFICATION**  
 NORTH CAROLINA PITT COUNTY

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 Pitt County, NC  
 Lisa P. Nichols REG OF DEEDS  
 BK 88 PG 104-117

JEFFREY S. COATS  
 L-3994  
 JEFFREY S. COATS, PLS



REVISIONS:

**EASEMENT ACQUISITION PLAT**  
**CITY OF GREENVILLE BUILD PROJECT**  
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 CORPORATE LICENSE # P-0189

NOTES:

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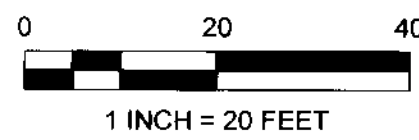
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EASEMENT ACQUISITION / AREA TABLE:

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SHEET 13 OF 14



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 NORTH CAROLINA PITT COUNTY

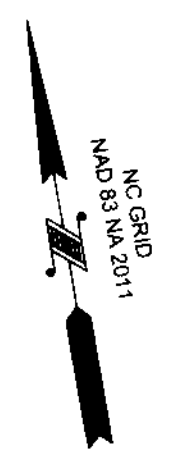
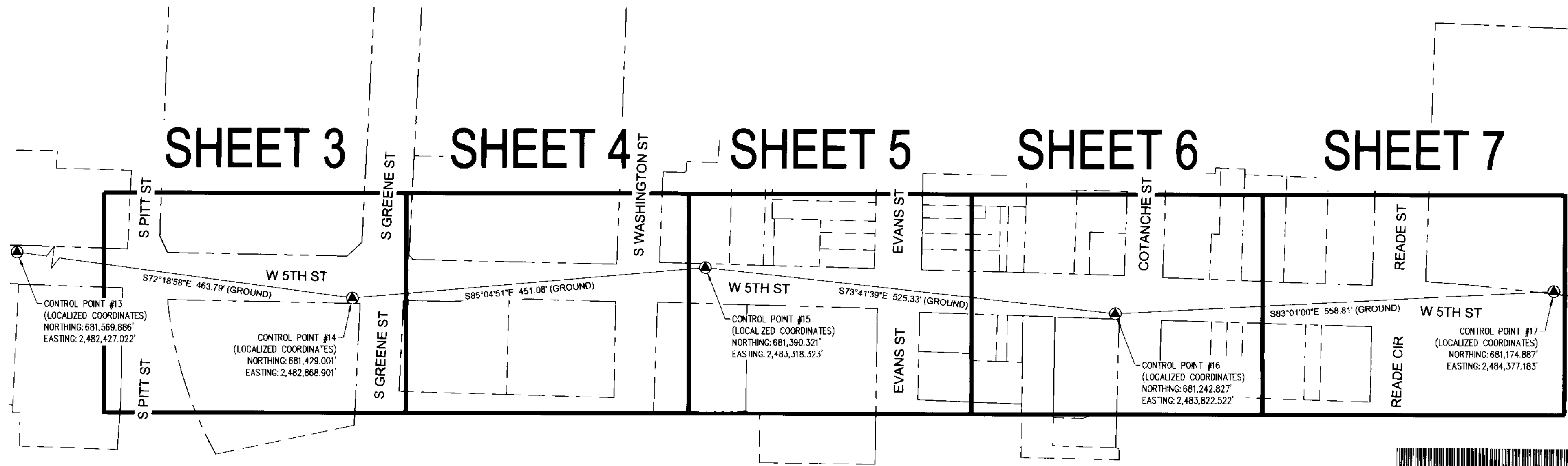
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 Pitt County, NC  
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**NORTH CAROLINA PROFESSIONAL LAND SURVEYOR**  
 L-3994  
**JEFFREY S. COATS**

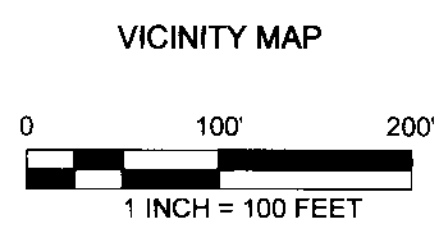
*Jeffrey S. Coats*  
 JEFFREY S. COATS, PLS L-3994







Doc ID: 015429320008 Type: CRP  
 Recorded: 05/20/2022 at 11:50:13 AM  
 Fee Amt: \$168.00 Page 1 of 8  
 Pitt County, NC  
 Lisa P. Nichols REG OF DEEDS  
**BK 88 PG 118-125**



NO APPROVAL REQUIRED

NORTH CAROLINA CITY OF GREENVILLE

I HEREBY CERTIFY THAT NO APPROVAL IS REQUIRED BY THE CITY OF GREENVILLE PLANNING DEPARTMENT.

BY: Chantelle Wood  
 CITY OF GREENVILLE PLANNING DEPARTMENT

DATE: 4/20/2022

REVIEW OFFICER

BY: Chantae M. Gooby  
 A REVIEW OFFICER OF PITT COUNTY, N. C., CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

DATE: 4/20/2022

SURVEY HORIZONTAL CONTROL

POINT	NORTHING (US FT- GROUND)	EASTING (US FT- GROUND)	ELEVATION (NAVD '88)	DESCRIPTION
13	681,569.886'	2,482,427.022'	54.69'	MAG NAIL
14	681,429.001'	2,482,868.901'	49.78'	NAIL
15	681,390.321'	2,483,318.323'	49.63'	NAIL
16	681,242.827'	2,483,822.522'	47.58'	MAG NAIL
17	681,174.887'	2,484,377.183'	35.18'	NAIL

SURVEY CONTROL CERTIFICATION

I, JEFFREY S. COATS, PLS, CERTIFY THAT THE NORTH CAROLINA STATE PLANE GRID COORDINATES AND GROUND COORDINATES SHOWN HEREON WERE DERIVED FROM AN ACTUAL GPS SURVEY AND TRADITIONAL TRAVERSE PERFORMED TO THE CLASS AA STANDARD PERFORMED BY RIVERS & ASSOCIATES; THAT VERTICAL DATUM/ELEVATIONS WAS DERIVED FROM LEVELING PERFORMED BY CH ENGINEERING ON 6/29/2020-7/1/2020 (CLASS A); BENCHMARK USED WAS NCGS LUPTON (EY1808), NAVD88 ELEVATION=60.90 FEET; AND THE FOLLOWING INFORMATION WAS USED DURING THE PERFORMANCE OF THE WORK:

- 1) CLASS OF SURVEY: CLASS AA (HORZ.) CLASS A (VERT.)
- 2) POSITIONAL ACCURACY: 1.52 CM (HORZ.)
- 3) TYPE OF GPS FIELD PROCEDURE: NORTH CAROLINA RTN
- 4) DATE OF SURVEY WORK: 6/17/2020 - 6/30/2020
- 5) DATUM/EPOCH: NAD83/2011
- 6) PUBLISHED FIXED CONTROL: MULTIPLE NCGS RTN OBSERVATIONS
- 7) GEOID MODEL: GEOID12B
- 8) COMBINED GRID FACTOR: 0.99989534936001
- 9) UNITS: US SURVEY FEET

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS

20th DAY OF May, 2022.  
Jeffrey S. Coats  
 JEFFREY S. COATS, PLS LICENSE NO. L-3994

SHEET INDEX

#	DESCRIPTION
1	COVER
2	OWNER / EASEMENT TABLE, LEGEND, NOTES
3	PROPOSED RIGHT-OF-WAY & EASEMENTS TO BE ACQUIRED-PARCELS 52-53
4	PROPOSED RIGHT-OF-WAY & EASEMENTS TO BE ACQUIRED-PARCELS 54-58
5	PROPOSED RIGHT-OF-WAY & EASEMENTS TO BE ACQUIRED-PARCELS 57-61
6	PROPOSED RIGHT-OF-WAY & EASEMENTS TO BE ACQUIRED-PARCEL 62
7	PROPOSED RIGHT-OF-WAY & EASEMENTS TO BE ACQUIRED-PARCELS 67-69
8	DETAIL "A"



REVISIONS:

**EASEMENT ACQUISITION PLAT  
 CITY OF GREENVILLE BUILD PROJECT  
 AREA "E" IMPROVEMENTS**

CITY OF GREENVILLE - GREENVILLE TOWNSHIP - PITT COUNTY - NORTH CAROLINA

PREPARED FOR: CITY OF GREENVILLE POST OFFICE BOX 7207 GREENVILLE, NC 27838	SURVEYED J. NELSON / C. KNOX
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 3220 GLEN ROYAL RD. RALEIGH, NC 27617  
 TEL. (919) 788-0224 FAX (919) 788-0232  
 CORPORATE LICENSE # P-0189

**SURVEY CERTIFICATION**

NORTH CAROLINA PITT COUNTY

I, JEFFREY S. COATS, CERTIFY THAT THIS MAPSET WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION; THE RECORDED DEED AND PLAT DESCRIPTIONS ARE REFERENCED HEREIN; THAT THE RATIO OF PRECISION AS CALCULATED BY LEAST SQUARES IS 10,000+; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. FURTHERMORE I CERTIFY THAT THIS SURVEY IS OF ANOTHER CATEGORY AND IS AN EXCEPTION TO THE DEFINITION OF A SUBDIVISION IN THE CITY OF GREENVILLE. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL

THIS 20th DAY OF May, 2022

Jeffrey S. Coats  
 JEFFREY S. COATS, PLS L-3994

Doc ID: 015429320008 Type: CRP  
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 Pitt County, NC  
 Lisa P. Nichols REG OF DEEDS  
**BK 88 PG 118-125**

ROW TAKE	PROJECT PARCEL #	CITY PARCEL #	PROPERTY OWNER	ROW AREA	SHEET
ROW 1	53	28618	CITY OF GREENVILLE	363+/- SQ FT OR 0.008 ACRES	3
ROW 2	54	26966	JARVIS MEMORIAL UNITED METHODIST CHURCH	174+/- SQ FT OR 0.004 ACRES	3 & 4

EASEMENT	PROJECT PARCEL #	CITY PARCEL #	PROPERTY OWNER	PDE AREA	SHEET
PUE 1	52	83399	GREENVILLE UPTOWN PROPCO LLC	175+/- SQ FT OR 0.004 ACRES	3

EASEMENT	PROJECT PARCEL #	CITY PARCEL #	PROPERTY OWNER	PUE AREA	SHEET
PSE 1	54	26966	JARVIS MEMORIAL UNITED METHODIST CHURCH	251+/- SQ FT OR 0.006 ACRES	3 & 4
PSE 2	55	09049	CITY OF GREENVILLE	105+/- SQ FT OR 0.002 ACRES	3 & 4
PSE 3	55	09049	CITY OF GREENVILLE	304+/- SQ FT OR 0.007 ACRES	4
PSE 4	56	28977	CITY OF GREENVILLE	129+/- SQ FT OR 0.003 ACRES	4
PSE 5	56	28977	CITY OF GREENVILLE	183+/- SQ FT OR 0.004 ACRES	4
PSE 6	58	78558	J2 HOLDINGS LLC	105+/- SQ FT OR 0.002 ACRES	4
PSE 7	59	35489	CITY OF GREENVILLE	1,178+/- SQ FT OR 0.027 ACRES	5
PSE 8	61	02694	WILLIAM L. JOHNSON JR.	24+/- SQ FT OR 0.001 ACRES	5
PSE 9	68	08436	HAFCO INC	120+/- SQ FT OR 0.003 ACRES	7


EASEMENT	PROJECT PARCEL #	CITY PARCEL #	PROPERTY OWNER	TCE AREA	SHEET
TCE 1	52	83399	GREENVILLE UPTOWN PROPCO LLC	66+/- SQ FT OR 0.002 ACRES	3
TCE 2	52	83399	GREENVILLE UPTOWN PROPCO LLC	46+/- SQ FT OR 0.001 ACRES	3
TCE 3	53	28618	CITY OF GREENVILLE	601+/- SQ FT OR 0.014 ACRES	3
TCE 4	53	28618	CITY OF GREENVILLE	340+/- SQ FT OR 0.008 ACRES	3
TCE 5	53	28618	CITY OF GREENVILLE	233+/- SQ FT OR 0.005 ACRES	3
TCE 6	54	26966	JARVIS MEMORIAL UNITED METHODIST CHURCH	48+/- SQ FT OR 0.001 ACRES	3 & 4
TCE 7	54	26966	JARVIS MEMORIAL UNITED METHODIST CHURCH	97+/- SQ FT OR 0.002 ACRES	4
TCE 9	55	09049	CITY OF GREENVILLE	20+/- SQ FT OR 0.000 ACRES	4
TCE 10	56	28977	CITY OF GREENVILLE	175+/- SQ FT OR 0.004 ACRES	4
TCE 11	57	33092	STATE OF NORTH CAROLINA	1,052+/- SQ FT OR 0.024 ACRES	4 & 5
TCE 12	58	78558	J2 HOLDINGS LLC	122+/- SQ FT OR 0.003 ACRES	4
TCE 13	58	78558	J2 HOLDINGS LLC	84+/- SQ FT OR 0.002 ACRES	4 & 5
TCE 14	59	35489	CITY OF GREENVILLE	377+/- SQ FT OR 0.009 ACRES	5
TCE 15	62	71721	FNZ PROSPERITY INVESTMENT GROUP LLC	18+/- SQ FT OR 0.000 ACRES	6
TCE 16	67	20939	HAFCO INC	593+/- SQ FT OR 0.014 ACRES	7
TCE 17	68	08436	HAFCO INC	1,173+/- SQ FT OR 0.027 ACRES	7
TCE 18	69	29291	STATE OF NORTH CAROLINA	224+/- SQ FT OR 0.005 ACRES	7
TCE 19	63	19612	SHIRLEY S. SMITH	10+/- SQ FT OR 0.000 ACRES	6
TCE 20	64	21593	OMAR F. CHAHID	1+/- SQ FT OR 0.000 ACRES	6
TCE 21	65	25036	ALTON W. HOLLOMAN	1+/- SQ FT OR 0.000 ACRES	6 & 7
TCE 22	66	11037	UPTOWN PROPERTIES LLC	1+/- SQ FT OR 0.000 ACRES	6 & 7

REVISIONS:

**EASEMENT ACQUISITION PLAT**  
**CITY OF GREENVILLE BUILD PROJECT**  
**AREA "E" IMPROVEMENTS**

CITY OF GREENVILLE ~ GREENVILLE TOWNSHIP ~ PITT COUNTY ~ NORTH CAROLINA

PREPARED FOR: CITY OF GREENVILLE POST OFFICE BOX 7207 GREENVILLE, NC 27838	SURVEYED J. NELSON / C. KNOX
	DRAWN B. RICHARDS
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









3220 GLEN ROYAL RD. RALEIGH, NC 27617  
 TEL. (919) 788-0224 FAX (919) 788-0232  
 CORPORATE LICENSE # P-0189

**SHEET 2 OF 8**

NOTES:

1. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
2. SHEET 1 IS THE VICINITY MAP FOR SHEETS 3 THROUGH 7 OF THIS MAP SET.
3. ALL REFERENCES SHOWN HEREIN.
4. THE EXISTING BOUNDARIES, RIGHT OF WAYS AND EXISTING EASEMENTS AS SHOWN WERE COMPILED BY USING THE EXISTING PROPERTY CORNERS RECOVERED AND BY USING CURRENT DEED AND PLAT REFERENCES. THE PROPOSED RIGHT OF WAY AND PROPOSED EASEMENTS WERE COMBINED WITH THE EXISTING PROPERTY DATA TO FORM THE BASIS OF AREA COMPUTATIONS. THE PARCELS AS DRAWN ARE NOT CONSIDERED TO BE BOUNDARY SURVEYS AND SHOULD NOT BE USED AS SUCH.
5. THE INFORMATION CONTAINED HEREON IS SUBJECT TO THE FINDINGS OF A COMPLETE AND ACCURATE OPINION OF TITLE, AND TO THOSE EXCEPTIONS AND EASEMENTS OF RECORD, IF ANY, NOTED THEREON.
6. AREAS COMPUTED BY COORDINATE METHOD
7. THE PROJECT POINT OF LOCALIZATION IS "PANEL 305" HAVING NC GRID COORDINATES OF NORTHING: 681,060.791', EASTING: 2,481,113.760' AND A NAVD 88 ELEVATION: 62.24'. THE PROJECT COMBINED FACTOR IS 0.99989534936001.
8. THESE PROPERTIES ARE LOCATED IN ZONE "X", AND IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA, AS DETERMINED BY NC FIRM MAP NUMBER 3720467800K WITH A EFFECTIVE DATE OF 7/7/2014 AND NC FIRM MAP NUMBER 3720468800K WITH A EFFECTIVE DATE OF 7/7/2014.

LEGEND

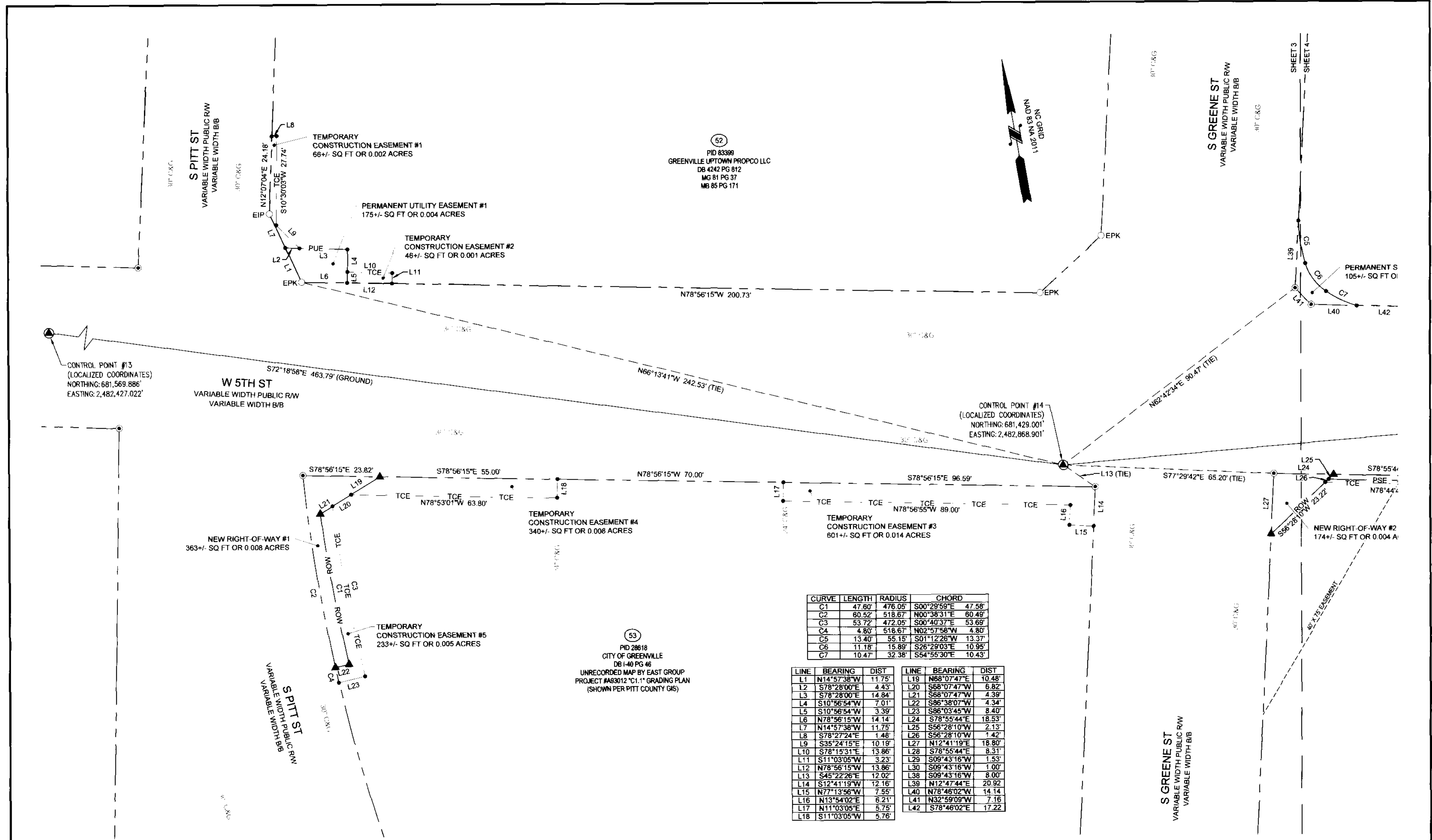
-  CONTROL POINT REBAR & CAP SET
-  EXISTING PROPERTY CORNER
-  NC DOT RIGHT-OF-WAY DISK SET
-  60d NAIL SET
-  COMPUTED POINT-NO POINT SET
-  EXISTING RIGHT-OF-WAY
-  PROPERTY LINE SURVEYED
-  PROPERTY LINE NOT SURVEYED
-  EXISTING EASEMENT
-  PROPOSED RIGHT-OF-WAY
-  PERMANENT DRAINAGE EASEMENT
-  PERMANENT UTILITY EASEMENT
-  PERMANENT DRAINAGE & UTILITY EASEMENT
-  TEMP CONSTRUCTION EASEMENT

SURVEY CERTIFICATION

NORTH CAROLINA PITT COUNTY



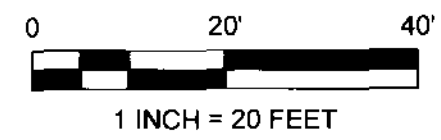
*Jeffrey S. Coats* 5/20/22  
 JEFFREY S. COATS, PLS L-3994



CURVE	LENGTH	RADIUS	CHORD
C1	47.80'	476.05'	S00°29'59"E 47.58'
C2	60.52'	518.67'	N00°38'31"E 60.49'
C3	53.72'	472.05'	S00°40'37"E 53.69'
C4	4.80'	518.67'	N02°57'58"W 4.80'
C5	13.40'	55.15'	S01°12'26"W 13.37'
C6	11.18'	15.89'	S26°29'03"E 10.95'
C7	10.47'	32.38'	S54°55'30"E 10.43'

LINE	BEARING	DIST	LINE	BEARING	DIST
L1	N14°57'38"W	11.75'	L19	N68°07'47"E	10.48'
L2	S78°28'00"E	4.43'	L20	S68°07'47"W	6.82'
L3	S78°28'00"E	14.84'	L21	S68°07'47"W	4.39'
L4	S10°56'54"W	7.01'	L22	S86°38'07"W	4.34'
L5	S10°56'54"W	3.39'	L23	S86°03'45"W	8.40'
L6	N78°56'15"W	14.14'	L24	S78°55'44"E	18.53'
L7	N14°57'38"W	11.75'	L25	S56°28'10"W	2.13'
L8	S78°27'24"E	1.48'	L26	S56°28'10"W	1.42'
L9	S35°24'15"E	10.19'	L27	N12°41'19"E	18.80'
L10	S78°15'31"E	13.86'	L28	S78°55'44"E	8.31'
L11	S11°03'05"W	3.23'	L29	S09°43'15"W	1.53'
L12	N78°56'15"W	13.86'	L30	S09°43'15"W	1.00'
L13	S45°22'26"E	12.02'	L38	S09°43'15"W	8.00'
L14	S12°41'19"W	12.16'	L39	N12°47'44"E	20.92'
L15	N77°13'56"W	7.55'	L40	N78°46'02"W	14.14'
L16	N13°54'02"E	6.21'	L41	N32°59'09"W	7.16'
L17	N11°03'05"E	5.75'	L42	S78°46'02"E	17.22'
L18	S11°03'05"W	5.76'			

53  
PID 28618  
CITY OF GREENVILLE  
DB 140 PG 46  
UNRECORDED MAP BY EAST GROUP  
PROJECT #A83012 'C1.1' GRADING PLAN  
(SHOWN PER PITT COUNTY GIS)



REVISIONS:

**EASEMENT ACQUISITION PLAT**  
**CITY OF GREENVILLE BUILD PROJECT**  
**AREA "E" IMPROVEMENTS**  
CITY OF GREENVILLE ~ GREENVILLE TOWNSHIP ~ PITT COUNTY ~ NORTH CAROLINA

PREPARED FOR: CITY OF GREENVILLE  
POST OFFICE BOX 7207  
GREENVILLE, NC 27838

**CH ENGINEERING**  
3220 GLEN ROYAL RD. RALEIGH, NC 27617  
TEL. (919) 788-0224 FAX (919) 788-0232  
CORPORATE LICENSE # P-0189

SURVEYED  
J. NELSON / C. KNOX

DRAWN  
B. RICHARDS

CHECKED  
D. MCGOWAN

DATE  
MAY 20, 2022

SCALE  
1 INCH = 20 FEET

NOTES:  
SEE SHEET 2

LEGEND:  
SEE SHEET 2

EASEMENT ACQUISITION / AREA TABLE  
SEE SHEET 2

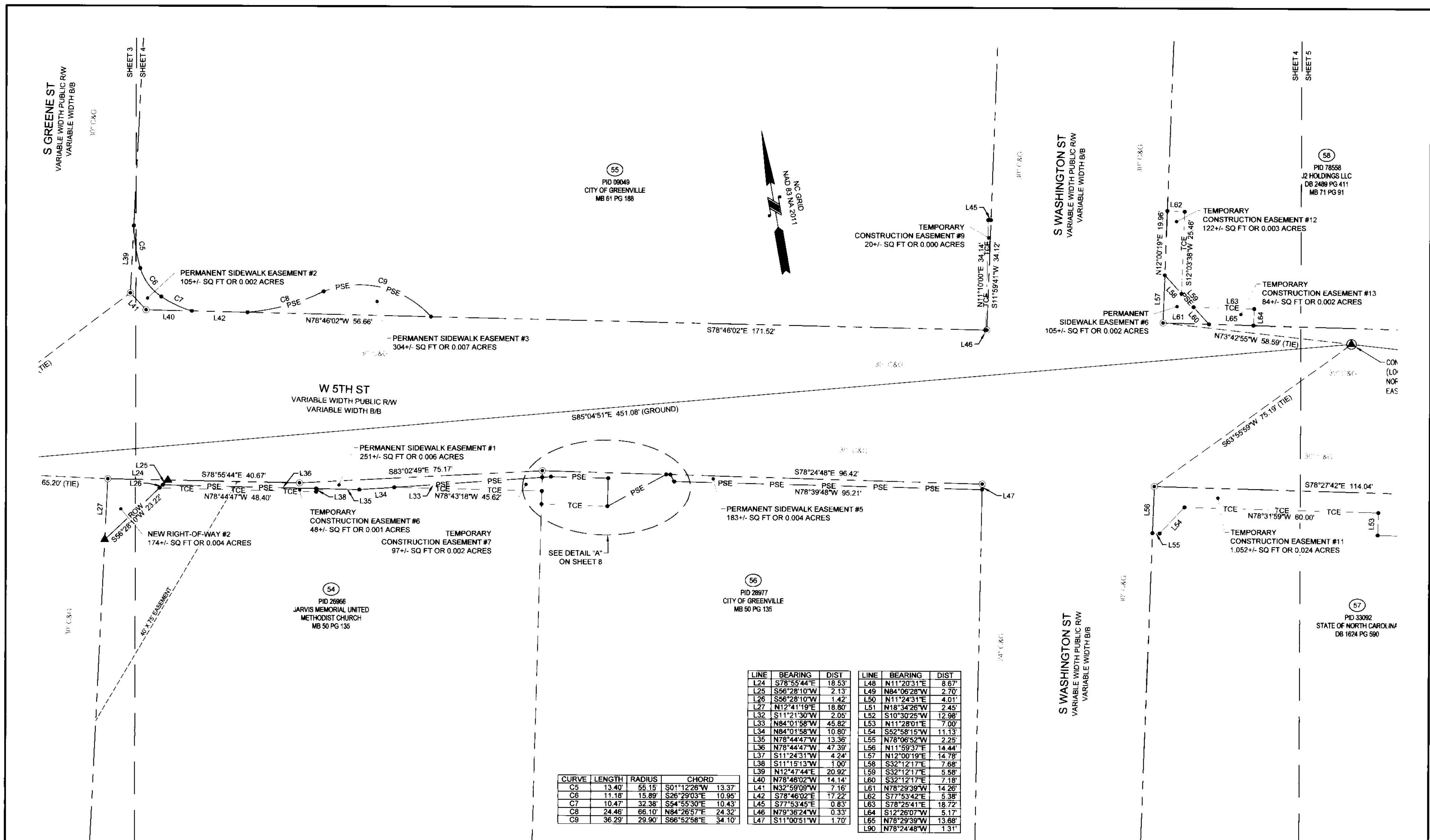
SHEET 3 OF 8

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Recorded: 05/20/2022 at 11:50:13 AM  
Fee Amt: \$168.00 Page 3 of 8  
Pitt County, NC  
Lisa P. Nichols REG OF DEEDS  
BK 88 PG 118-125

**SURVEY CERTIFICATION**  
NORTH CAROLINA PITT COUNTY

**JEFFREY S. COATS**  
LAND SURVEYOR  
L-3994

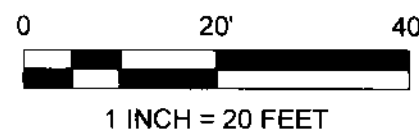
*Jeffrey S. Coats* 5/20/22  
JEFFREY S. COATS, PLS L-3994



LINE	BEARING	DIST	LINE	BEARING	DIST
L24	S78°55'44"E	18.53'	L48	N11°20'31"E	8.67'
L25	S56°28'10"W	2.13'	L49	N84°06'28"W	2.70'
L26	S56°28'10"W	1.42'	L50	N11°24'31"E	4.01'
L27	N12°41'19"E	18.80'	L51	N18°34'26"W	2.45'
L32	S11°21'30"W	2.05'	L52	S10°30'25"W	12.98'
L33	N84°01'58"W	45.82'	L53	N11°28'01"E	7.00'
L34	N84°01'58"W	10.80'	L54	S52°58'15"W	11.13'
L35	N78°44'47"W	13.36'	L55	N78°06'52"W	2.25'
L36	N78°44'47"W	47.39'	L56	N11°59'37"E	14.44'
L37	S11°24'31"W	4.24'	L57	N12°00'19"E	14.78'
L38	S11°15'13"W	1.00'	L58	S32°12'17"E	7.68'
L39	N12°47'44"E	20.92'	L59	S32°12'17"E	5.58'
L40	N78°46'02"W	14.14'	L60	S32°12'17"E	7.18'
L41	N32°59'09"W	7.16'	L61	N78°29'39"W	14.26'
L42	S78°46'02"E	17.22'	L62	S77°53'42"E	5.38'
L45	S77°53'45"E	0.83'	L63	S78°25'41"E	18.72'
L46	N79°36'24"W	0.33'	L64	S12°26'07"W	5.17'
L47	S11°00'51"W	1.70'	L65	N78°29'39"W	13.68'
			L90	N78°24'48"W	1.31'

CURVE	LENGTH	RADIUS	CHORD
C5	13.40'	55.15'	S01°12'26"W 13.37'
C6	11.18'	15.89'	S26°29'03"E 10.95'
C7	10.47'	32.38'	S54°55'30"E 10.43'
C8	24.46'	66.10'	N84°26'57"E 24.32'
C9	36.29'	29.90'	S66°52'58"E 34.10'



REVISIONS:

**EASEMENT ACQUISITION PLAT**  
**CITY OF GREENVILLE BUILD PROJECT**  
**AREA "E" IMPROVEMENTS**

CITY OF GREENVILLE - GREENVILLE TOWNSHIP - PITT COUNTY - NORTH CAROLINA

PREPARED FOR: CITY OF GREENVILLE POST OFFICE BOX 7207 GREENVILLE, NC 27838	SURVEYED J. NELSON / C. KNOX
DRAWN B. RICHARDS	CHECKED D. MCGOWAN
DATE MAY 20, 2022	SCALE 1 INCH = 20 FEET

**CH ENGINEERING**  
 3220 GLEN ROYAL RD. RALEIGH, NC 27617  
 TEL. (919) 788-0224 FAX (919) 788-0232  
 CORPORATE LICENSE # P-0189

NOTES:  
 SEE SHEET 2

LEGEND:  
 SEE SHEET 2

EASEMENT ACQUISITION / AREA TABLE:  
 SEE SHEET 2

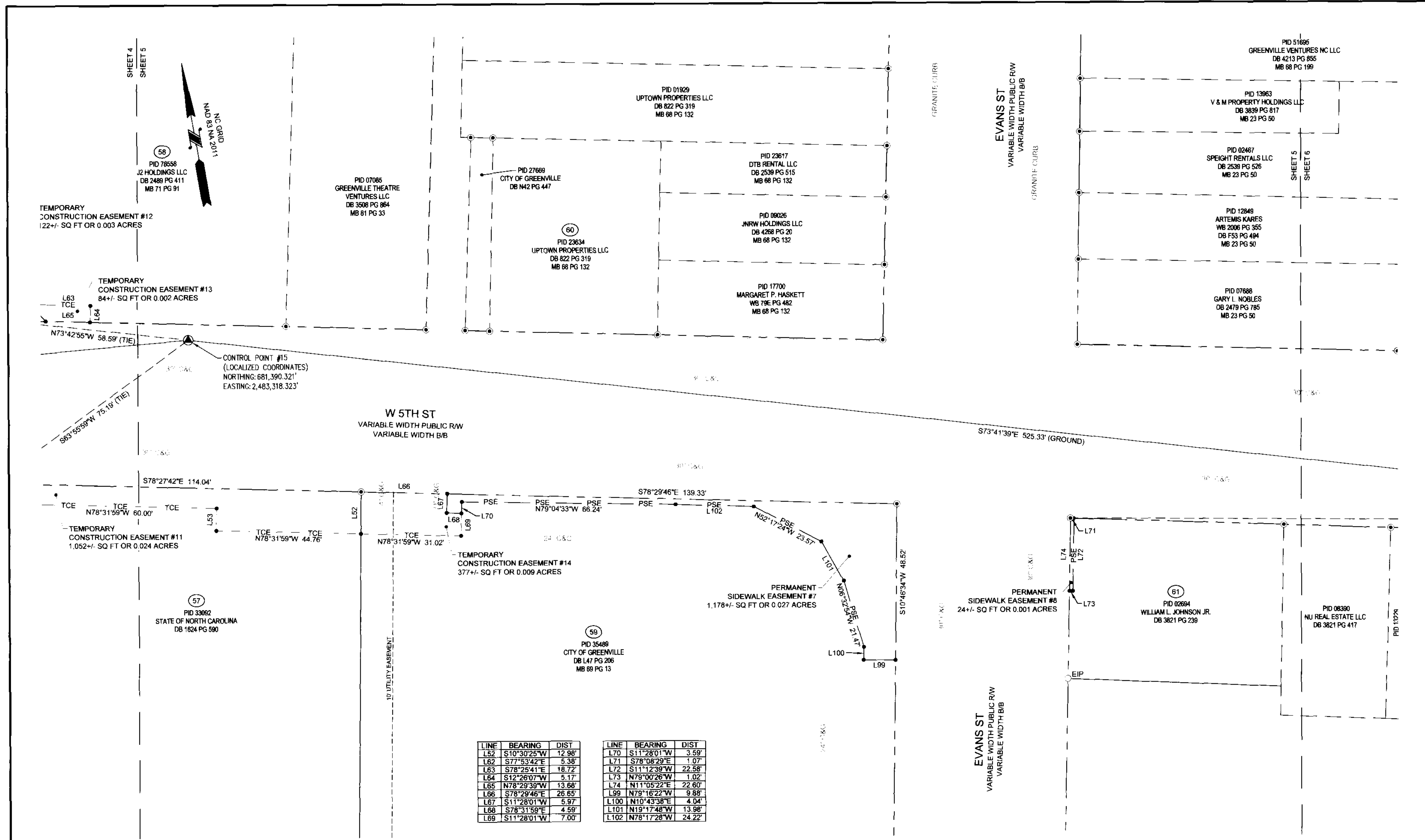
SHEET 4 OF 8

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 Recorded: 05/20/2022 at 11:50:13 AM  
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 Pitt County, NC  
 Lisa P. Nichols REG OF DEEDS  
 BR 88 PG 118-125

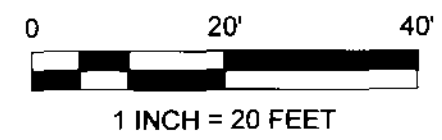
**SURVEY CERTIFICATION**  
 NORTH CAROLINA PITT COUNTY

**NORTH CAROLINA PROFESSIONAL LAND SURVEYOR**  
 L-3994  
**JEFFREY S. COATS**

*Jeffrey S. Coats* 5/20/22  
 JEFFREY S. COATS, PLS L-3994



LINE	BEARING	DIST	LINE	BEARING	DIST
L52	S10°30'25"W	12.98'	L70	S11°28'01"W	3.59'
L62	S77°53'42"E	5.38'	L71	S78°08'29"E	1.07'
L63	S78°25'41"E	18.72'	L72	S11°12'39"W	22.58'
L64	S12°26'07"W	5.17'	L73	N79°00'26"W	1.02'
L65	N78°29'39"W	13.66'	L74	N11°05'22"E	22.60'
L66	S78°29'46"E	26.65'	L99	N79°16'22"W	9.88'
L67	S11°28'01"W	5.97'	L100	N10°43'39"E	4.04'
L68	S78°31'59"W	4.59'	L101	N19°17'48"W	13.98'
L69	S11°28'01"W	7.00'	L102	N78°17'28"W	24.22'



REVISIONS:

**EASEMENT ACQUISITION PLAT**  
**CITY OF GREENVILLE BUILD PROJECT**  
**AREA "E" IMPROVEMENTS**  
 CITY OF GREENVILLE ~ GREENVILLE TOWNSHIP ~ PITT COUNTY ~ NORTH CAROLINA

PREPARED FOR: CITY OF GREENVILLE  
 POST OFFICE BOX 7207  
 GREENVILLE, NC 27838

**CH ENGINEERING**  
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 TEL. (919) 788-0224 FAX (919) 788-0232  
 CORPORATE LICENSE # P-0189

NOTES:  
 SEE SHEET 2

LEGEND:  
 SEE SHEET 2

EASEMENT ACQUISITION / AREA TABLE:  
 SEE SHEET 2

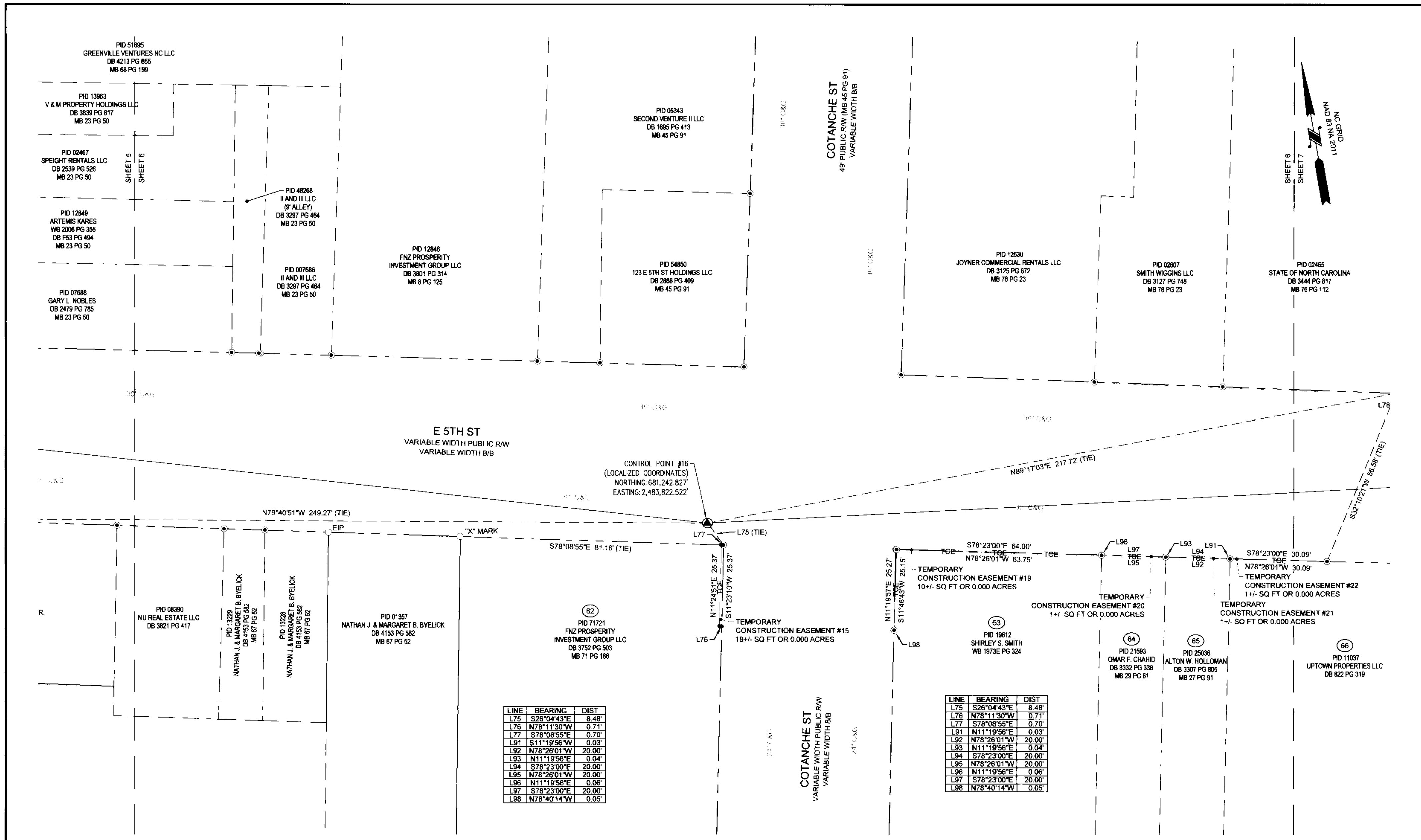
SHEET 5 OF 8

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 Pitt County, NC  
 Lisa P. Nichols REG OF DEEDS  
 BK 88 PG 118-125

**SURVEY CERTIFICATION**  
 NORTH CAROLINA PITT COUNTY

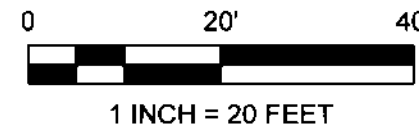
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 Fee Amt: \$168.00 Page 5 of 8  
 Pitt County, NC  
 Lisa P. Nichols REG OF DEEDS  
 BK 88 PG 118-125

**JEFFREY S. COATS**  
 PROFESSIONAL LAND SURVEYOR  
 L-3994  
 JEFFREY S. COATS, PLS  
 5/20/22



LINE	BEARING	DIST
L75	S26°04'43"E	8.48'
L76	N78°11'30"W	0.71'
L77	S78°08'55"E	0.70'
L91	S11°19'56"W	0.03'
L92	N78°26'01"W	20.00'
L93	N11°19'56"E	0.04'
L94	S78°23'00"E	20.00'
L95	N78°26'01"W	20.00'
L96	N11°19'56"E	0.06'
L97	S78°23'00"E	20.00'
L98	N78°40'14"W	0.05'

LINE	BEARING	DIST
L75	S26°04'43"E	8.48'
L76	N78°11'30"W	0.71'
L77	S78°08'55"E	0.70'
L91	N11°19'56"E	0.03'
L92	N78°26'01"W	20.00'
L93	N11°19'56"E	0.04'
L94	S78°23'00"E	20.00'
L95	N78°26'01"W	20.00'
L96	N11°19'56"E	0.06'
L97	S78°23'00"E	20.00'
L98	N78°40'14"W	0.05'



REVISIONS:

**EASEMENT ACQUISITION PLAT**  
**CITY OF GREENVILLE BUILD PROJECT**  
**AREA "E" IMPROVEMENTS**

CITY OF GREENVILLE ~ GREENVILLE TOWNSHIP ~ PITT COUNTY ~ NORTH CAROLINA

PREPARED FOR: CITY OF GREENVILLE  
 POST OFFICE BOX 7207  
 GREENVILLE, NC 27838

**CH ENGINEERING**  
 3220 GLEN ROYAL RD. RALEIGH, NC 27617  
 TEL. (919) 788-0224 FAX (919) 788-0232  
 CORPORATE LICENSE # P-0189

SURVEYED  
 J. NELSON / C. KNOX

DRAWN  
 B. RICHARDS

CHECKED  
 D. MCGOWAN

DATE  
 MAY 20, 2022

SCALE  
 1 INCH = 20 FEET

NOTES:  
 SEE SHEET 2

LEGEND:  
 SEE SHEET 2

EASEMENT ACQUISITION / AREA TABLE:  
 SEE SHEET 2

SHEET 6 OF 8

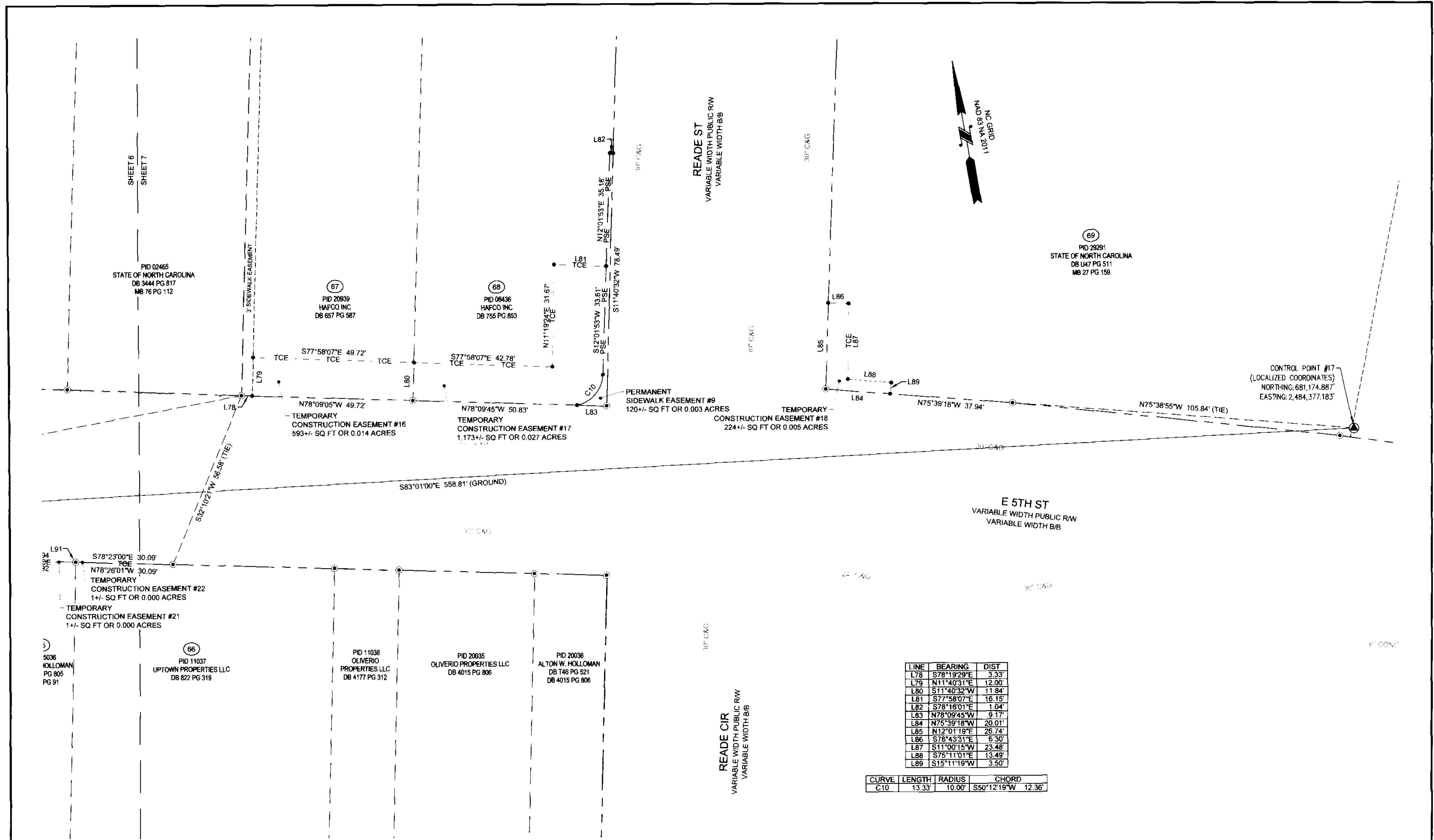
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 Recorded: 05/20/2022 at 11:50:13 AM  
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 Pitt County, NC  
 Lisa P. Nichols REG OF DEEDS  
 BK 88 PG 118-125

**SURVEY CERTIFICATION**

NORTH CAROLINA PITT COUNTY

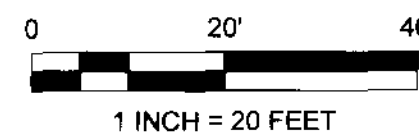
**JEFFREY S. COATS**  
 LAND SURVEYOR  
 L-3994

*Jeffrey S. Coats 5/20/22*  
 SHEET 6 OF 8



LINE	BEARING	DIST
L78	S78°19'29"E	3.33'
L79	N11°40'31"W	12.00'
L80	S11°40'32"W	11.84'
L81	S77°58'07"E	16.15'
L82	S78°16'01"E	1.04'
L83	N78°09'45"W	9.17'
L84	N75°38'18"W	20.01'
L85	N12°01'19"E	26.74'
L86	S78°43'31"E	6.30'
L87	S11°00'15"W	23.48'
L88	S75°11'01"E	13.49'
L89	S15°11'19"W	3.50'

CURVE	LENGTH	RADIUS	CHORD
C10	13.33'	10.00'	S50°12'19"W 12.36'



REVISIONS:

**EASEMENT ACQUISITION PLAT**  
**CITY OF GREENVILLE BUILD PROJECT**  
**AREA "E" IMPROVEMENTS**  
 CITY OF GREENVILLE ~ GREENVILLE TOWNSHIP ~ PITT COUNTY ~ NORTH CAROLINA

PREPARED FOR: CITY OF GREENVILLE POST OFFICE BOX 7207 GREENVILLE, NC 27838	SURVEYED J. NELSON / C. KNOX DRAWN B. RICHARDS CHECKED D. MCGOWAN DATE MAY 20, 2022 SCALE 1 INCH = 20 FEET
--	---

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 CORPORATE LICENSE # P-0189

NOTES:  
 SEE SHEET 2

LEGEND:  
 SEE SHEET 2

EASEMENT ACQUISITION / AREA TABLE:  
 SEE SHEET 2

SHEET 7 OF 8

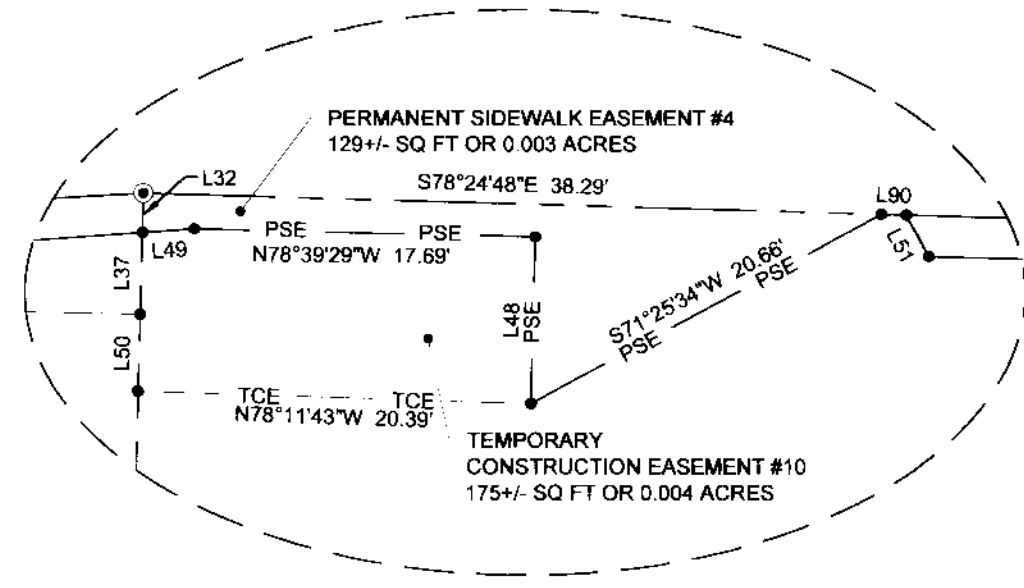
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 Pitt County, NC  
 Lisa P. Nichols REG OF DEEDS  
 BK 88 PG 118-125

**SURVEY CERTIFICATION**  
 NORTH CAROLINA PITT COUNTY

**JEFFREY S. COATS**  
 PROFESSIONAL LAND SURVEYOR  
 L-3994

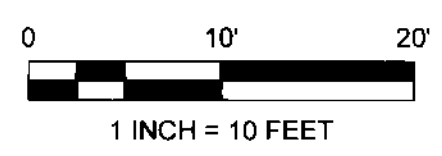
*Jeffrey S. Coats* 5/20/22  
 JEFFREY S. COATS, PLS L-3994

Doc ID: 015429320008 Type: CRP  
 Recorded: 05/20/2022 at 11:50:13 AM  
 Fee Amt: \$168.00 Page 8 of 8  
 Pitt County, NC  
 Lisa P. Nichols REG OF DEEDS  
 BK 88 PG 118-125



LINE	BEARING	DIST
L32	S11°21'30"W	2.05'
L37	S11°24'31"W	4.24'
L48	N11°20'31"E	8.67'
L49	N84°06'28"W	2.70'
L50	N11°24'31"E	4.01'
L51	N18°34'26"W	2.45'
L90	S78°24'48"E	1.31'

DETAIL "A"  
 1"=10'



REVISIONS:


<b>EASEMENT ACQUISITION PLAT</b> <b>CITY OF GREENVILLE BUILD PROJECT</b> <b>AREA "E" IMPROVEMENTS</b> CITY OF GREENVILLE ~ GREENVILLE TOWNSHIP ~ PITT COUNTY ~ NORTH CAROLINA	
PREPARED FOR: CITY OF GREENVILLE POST OFFICE BOX 7207 GREENVILLE, NC 27838	SURVEYED J. NELSON / C. KNOX DRAWN B. RICHARDS CHECKED D. MCGOWAN DATE MAY 20, 2022 SCALE 1 INCH = 10 FEET
 3220 GLEN ROYAL RD. RALEIGH, NC 27617 TEL. (919) 788-0224 FAX (919) 788-0232 CORPORATE LICENSE # P-0189	

NOTES:  
 SEE SHEET 2

LEGEND:  
 SEE SHEET 2

EASEMENT ACQUISITION / AREA TABLE:  
 SEE SHEET 2

SHEET 8 OF 8

SURVEY CERTIFICATION	
NORTH CAROLINA	PITT COUNTY
	
Jeffrey S. Coats 5/20/22 JEFFREY S. COATS, PLS	
L-3994	



RESOLUTION NO. -22

RESOLUTION AUTHORIZING CONDEMNATION TO ACQUIRE CERTAIN PROPERTY OF THE WILLIAM LESTER JOHNSON, JR. FOR THE COMPLETION OF THE BUILD PROJECT

WHEREAS, the City Council of the City of Greenville hereby determines that it is necessary and in the public interest to acquire certain property under ownership of the William Lester Johnson, Jr. for the public purpose described below; and

WHEREAS, the proper officials or representatives of the City of Greenville have been unable to acquire the necessary property by negotiated conveyance, due to complexity involving the number of heirs and/or property owners' unwillingness to negotiate.

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

1. The City Council determines the acquisition of the below described property is for the public purpose of completing the BUILD project.
2. City Council authorizes the City Attorney (including an attorney retained by the City) to acquire by condemnation, for the purposes stated herein, a permanent sidewalk easement totaling 0.001 acres on Parcel 02694, located at 505 Evans Street, more particularly described as follows:

**Commencing** at a control point having Localized NC Grid Coordinates of Northing: 681,242.827' and a Easting: 2,483,822.522'; thence from said point of commencement N79°40'51"W 249.27' to a computed point being the intersection of the eastern right-of-way of Evans Street and the southern right-of-way of W 5<sup>th</sup> Street, said point being the **Point of Beginning**; thence from the point of beginning with and along the said southern right-of-way S78°08'29"E 1.07' to a 60d nail set; thence leaving the said southern right-of-way S11°12'39"W 22.58' to a 60d nail set; thence N79°00'26"W 1.02' to a 60d nail set in the eastern right-of-way of Evans Street; thence with and along the said eastern right-of-way N11°05'22"E 22.60' to the **Point and Place of Beginning** containing 24 square feet or 0.001 acres according to a plat by CH Engineering titled "Easement Acquisition Plat, City of Greenville Build Project, Area D Improvements" dated January 1, 2022 and recorded in Map Book 18 Page 118.

3. The necessary proceedings under Chapter 40A of the North Carolina General Statutes to acquire the property herein described are hereby directed to be instituted.

This the 8th day of September, 2022.

---

P.J. Connelly, Mayor

ATTEST:

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Valerie Shiuwegar, City Clerk





# City of Greenville, North Carolina

Meeting Date: 09/08/2022

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**Title of Item:** Presentation on Draft Pitt County Comprehensive Transportation Plan

**Explanation:** The Comprehensive Transportation Plan (CTP) is a long-range, multimodal transportation plan that shows the future plans for the major highways, intersections, bus transit, rail, and other transportation facilities. Most importantly, it shows expected new facilities and whether there are planned improvements for current facilities. It does not have a specific timeline, cost, or funding source. This information helps citizens and planners know future projects during the development review process.

The plan is a living document that provides for inter-jurisdictional cooperation and planning. It is developed cooperatively among local stakeholders (businesses, residents, etc.), Greenville Urban Area MPO, Mid-East RPO, Pitt County and its municipalities, and NCDOT. The CTP plan replaced what was previously known as the Thoroughfare Plan.

The draft CTP report includes 41 road recommendations (32 corridors and 9 intersection projects) within the City's Extraterritorial jurisdiction (ETJ). They are highlighted in the attached document.

**Fiscal Note:** There are no costs associated with this item.

**Recommendation:** Council receive presentation. No action is required.

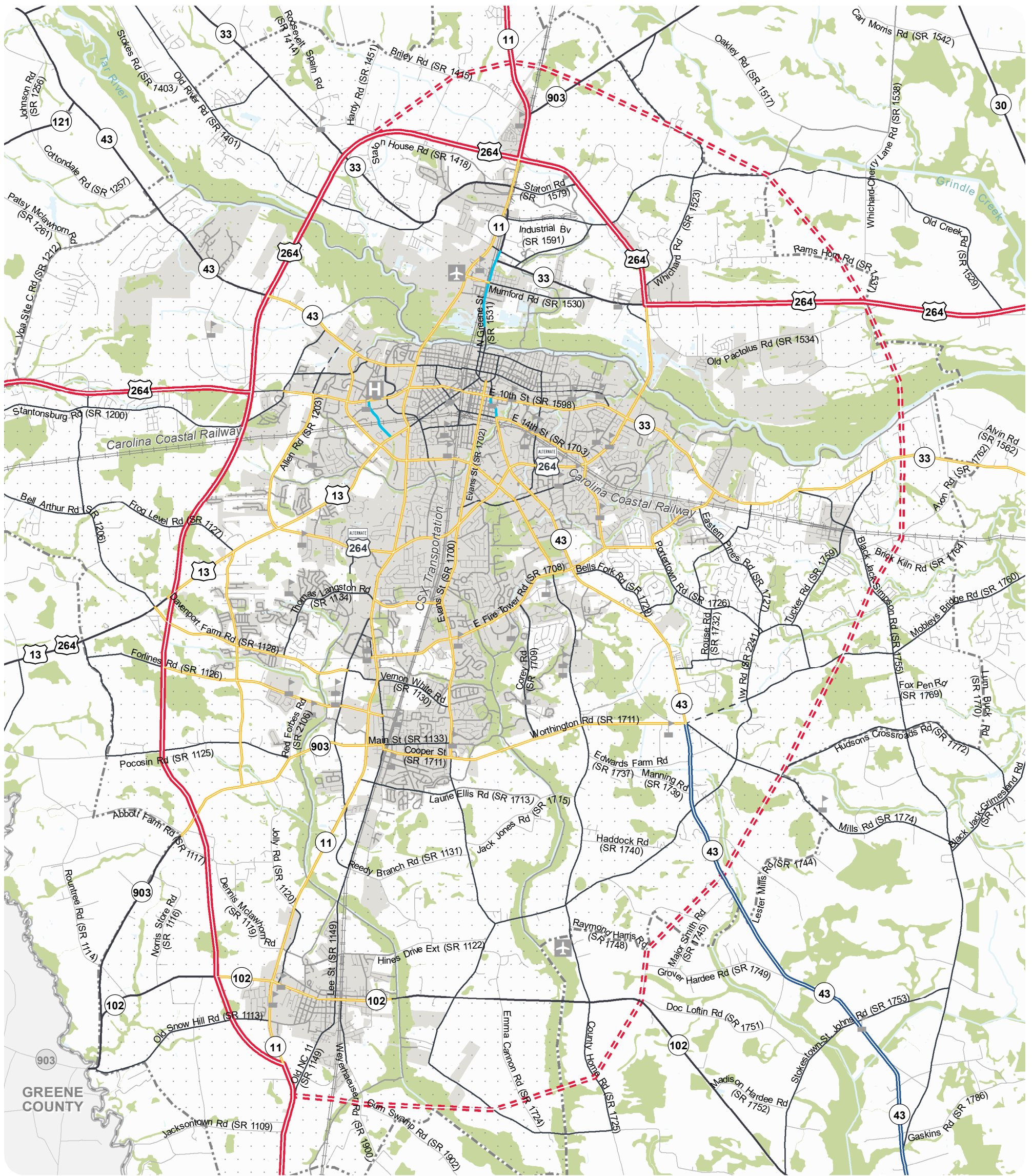
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## ATTACHMENTS

 [Greenville\\_PittCTPMaps\\_WORKING\\_August2022.pdf](#)



## Pitt County CTP Working Maps



**FACILITY TYPES**  
 Facility classifications for mobility and control of access planning through 2045



**PITT COUNTY**  
 MPO  
 Comprehensive Transportation Plan



WORKING COPY  
 Plan Date: July 12, 2022

**Facility Types and Control of Access**  
 (Listed in Order of Mobility Function)


Facility Type	Projected	New Location
Freeway		
Expressway (Multilane Divided)		
Boulevard (Multilane Divided)		
Major Thoroughfare (Multilane Undivided)		
Major Thoroughfare (2 Lane)		
Minor Thoroughfare		

**Other Features**

- Studied Roads
- Greenville MPO
- Mid-East RPO

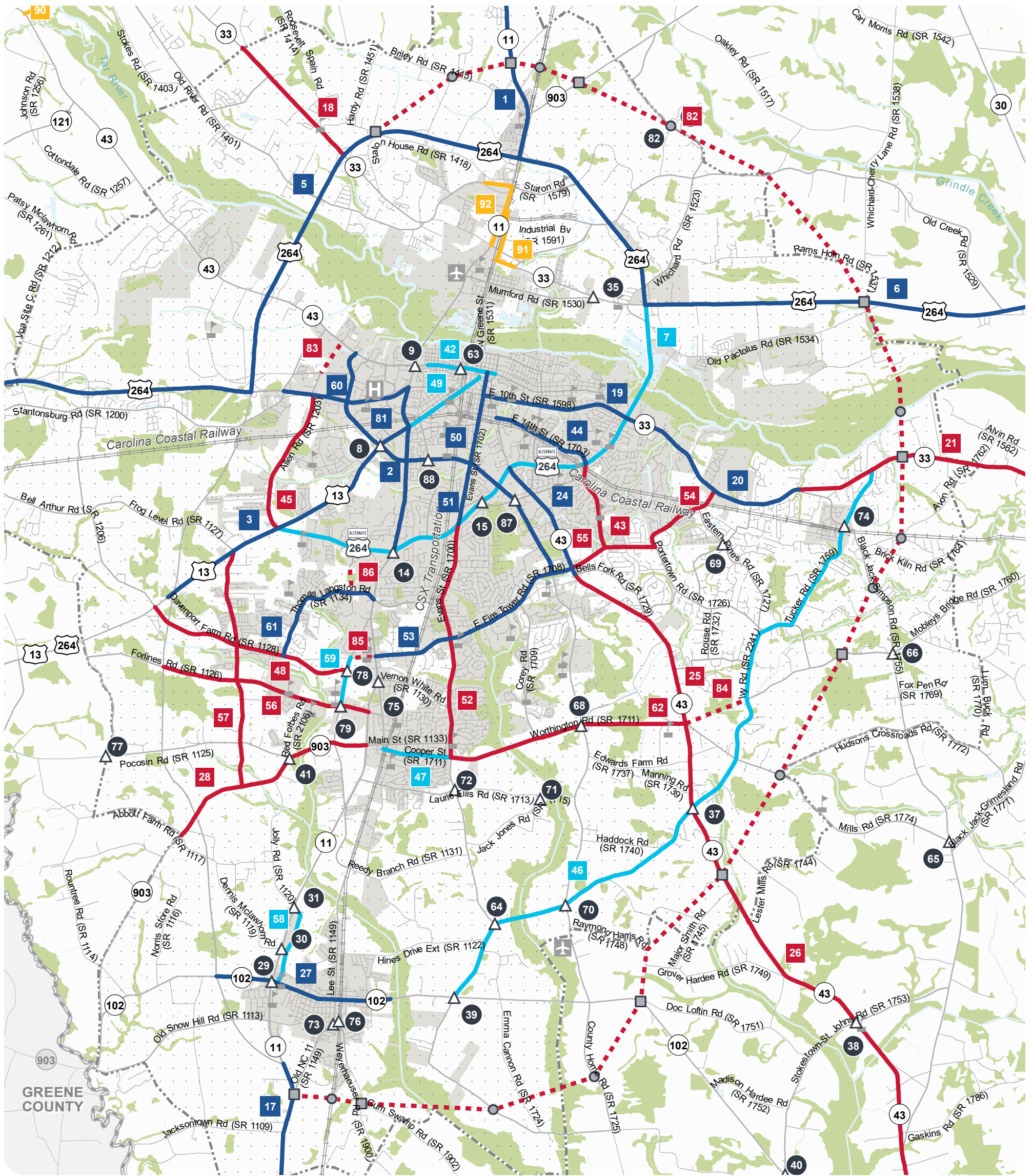



Full report at: [tinyurl.com/pittcpt](https://tinyurl.com/pittcpt)



Sheet 1A of 4  
 Inset A  
 Base map date: March 13, 2020

**Legal Disclaimer**  
 These concepts will need additional analysis to meet state and federal environmental regulations, to determine final locations and designs, and to be funded for implementation. Local zoning or subdivision ordinances may require the dedication of right of way based on the concepts shown on the Comprehensive Transportation Plan and local collector street plans, based on N.C.G.S. § 136-66.2 and § 136-66.10.



**HIGHWAY RECOMMENDATIONS**  
Proposals that address identified needs through 2045





**PITT COUNTY**  
MPO INSET  
Comprehensive Transportation Plan

WORKING COPY  
Plan Date: July 12, 2022


Highway Features

Proposal ID #	Improve	New Location
#	—	- - - -
#	—	- - - -
#	—	- - - -
#	—	- - - -
#	□	■
#	○	●
#	△	▲
	—	—
	—	—
	—	—

Greenville MPO  
Mid-East RPO

Full report at:  
[tinyurl.com/pittctcp](http://tinyurl.com/pittctcp)



Sheet 2A of 4  
Inset A

Base map date: March 13, 2020

**Legal Disclaimer**  
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# Pitt County (Greenville area projects highlighted) Highway Recommendations

- 1

**US 13:**  
*From Edgecombe County to US 264 | 11.94 miles*  
 Upgrade to freeway standards, per vision of Statewide Transportation Corridor X.
  
- 2

**US 13/NC11:**  
*From Stantonsburg Rd (SR 1200) to US 264 ALT | 2.59 miles*  
 Add medians and protected left turn lanes at Farmville Blvd, Moye Blvd, Dickinson Av, Arlington Blvd, and US 264 ALT, per GUAMPO's 2045 MTP.
  
- 3

**US 13:**  
*From NC 11 to Davenport Farm Rd (SR 1128) | 4.63 miles*  
 Widen to a consistent 4-lane divided facility with access management improvements to improve mobility, per GUAMPO's 2045 MTP.
  
- 4

**US 264:**  
*From US 264 to NC 121 | 1.89 miles*  
 Improve intersections to improve safety and reduce crashes along the corridor.
  
- 5

**US 264:**  
*From Greene County Line to US 264 ALT | 40.33 miles*  
 Upgrade to interstate standards, per Designated Future Interstate Route 587. Improve resilience to flood inundation along route.
  
- 6

**US 264:**  
*From US 264 ALT to Beaufort County Line | 11.08 miles*  
 Upgrade to freeway standards to be consistent with Beaufort County CTP and US 264. Improve resilience to flood inundation along route.
  
- 7

**Modernization, FS1002-B:**  
*From US 264 to US 13 | 8.18 miles*  
 Widen and improve intersections per GUAMPO's 2045 MTP and Feasibility Study.

Highway Class: ■ Congestion ■ Access Management ■ Modernization ■ Other (Safety, etc.) ● Bridge/Intersection



8

**US 13 & W Arlington Blvd:**

*Intersection | 0.0 miles*

Improve intersection for mobility and safety per GUAMPO's 2045 MTP.

9

**US 13 & NC 43, U-5730:**

*Intersection | 0.0 miles*

Upgrade intersection per NCDOT STIP Project U-5730.

10

**US 13 & Moye-Turnage Rd (SR 1139):**

*Intersection | 0.0 miles*

HSIP initiative with Division support to analyze select intersections to improve safety, potentially installing all-way stops.

11

**US 258 BUS & Cooperative Way:**

*Intersection | 0.0 miles*

Improve intersection to reduce crashes and increase safety at high-crash location.

12

**US 258 BUS & NC 121 (N Main St):**

*Intersection | 0.0 miles*

Improve intersection's sight distance and safety.

13

**US 264 & N Grimesland Bridge Rd (SR 1565):**

*Intersection | 0.0 miles*

HSIP initiative with Division support to analyze select intersections to improve safety, potentially installing all-way stops.

14

**US 264 ALT & NC 11:**

*Intersection | 0.0 miles*

Improve intersection to increase safety, efficiency, and capacity per GUAMPO's 2045 MTP.

15

**US 264 ALT & Red Banks Rd:**

*Intersection | 0.0 miles*

Improve intersection per GUAMPO's 2045 MTP.

Highway Class: ■ Congestion ■ Access Management ■ Modernization ■ Other (Safety, etc.) ● Bridge/Intersection





16

**US 264 ALT & Moye-Turnage Rd (SR 1139):**

*Intersection | 0.0 miles*

HSIP initiative with Division support to analyze select intersections to improve safety, potentially installing all-way stops.

17

**NC 11, R-5815:**

*From NC 11 BYP to Lenoir County Line | 5.48 miles*

Upgrade to interstate standards, per NCDOT STIP Project R-5815.

18

**NC 33, R-3407:**

*From MPO Boundary to US 264 | 2.28 miles*

Widen to multi-lanes, per NCDOT STIP Project R-3407.

19

**NC 33 and E 10th St (SR 1598), U-6125:**

*From Evans St (SR 1702) to Oxford Rd | 3.02 miles*

Access Management, per NCDOT STIP Project U-6125.

20

**NC 33:**

*From Oxford Rd to Blackjack-Simpson Rd (SR 1755) | 2.5 miles*

Replace the existing center left-turn lane with a median and improve the intersections for capacity and safety, per GUAMPO's 2045 MTP.

21

**NC 33, U-6215:**

*From Blackjack-Simpson Rd (SR 1755) to Mobleys Bridge Rd (SR 1760) | 5.6 miles*

Widen to multi-lanes, per NCDOT STIP Project U-6125.

22

**NC 33:**

*From Mobleys Bridge Rd (SR 1760) to Beaufort St (SR 1565) | 0.71 miles*

Implement traffic calming measures to improve safety, per Division support.

23

**NC 33:**

*From Beaufort St (SR 1565) to Beaufort County Line | 2.83 miles*

Widen roadway to three lanes to increase safety and reduce delay, per RPO SPOT submittal.



24

**NC 43, U-6147:**

*From US 264 ALT to Bells Fork Rd (SR 1729) | 1.97 miles*  
 Access Management, per NCDOT STIP Project U-6147.

25

**NC 43, U-5991:**

*From Firetower Rd (SR 1708) to Worthington Rd (SR 1711) | 3.07 miles*  
 Widen to multi-lanes, per NCDOT STIP Project U-5991.

26

**NC 43:**

*From Worthington Rd (SR 1711) to Craven County Line | 11.41 miles*  
 Widen to a 4-lane median divided facility to improve safety and increase capacity, per GUAMPO's 2045 MTP.

27

**NC 102:**

*From NC 11 BYP to Ayden Town Limits | 2.75 miles*  
 Install median for access management, per GUAMPO's 2045 MTP.

28

**NC 903:**

*From NC 11 to MPO Boundary | 3.44 miles*  
 Widen to multi-lanes, per GUAMPO's 2045 MTP.

29

**NC 11 & NC 102:**

*Intersection | 0.0 miles*  
 Add new turn lanes to improve safety, traffic flow, and congestion per GUAMPO's 2045 MTP.

30

**NC 11 & Dennis McLawhorn Rd (SR 1119):**

*Intersection | 0.0 miles*  
 Construct Reduced-Conflict Intersection (RCI) to improve capacity, safety, and connectivity of intersection.

31

**NC 11 & Jolly Rd (SR 1120):**

*Intersection | 0.0 miles*  
 Construct Reduced-Conflict Intersection (RCI) to improve capacity, safety, and connectivity of intersection.



32

**NC 11 & Littlefield Rd (SR 1108):**

*Intersection | 0.0 miles*

Construct Reduced-Conflict Intersection (RCI) to improve capacity, safety, and connectivity of intersection.

33

**NC 30 & NC 903:**

*Intersection | 0.0 miles*

HSIP initiative with Division support to analyze select intersections to improve safety, potentially installing all-way stops.

34

**NC 33 & Beaufort St (SR 1565):**

*Intersection | 0.0 miles*

HSIP initiative with Division support to analyze select intersections to improve safety, potentially installing all-way stops.

35

**NC 33 & Mumford Rd (SR 1530):**

*Intersection | 0.0 miles*

Install a roundabout to enhance safety by eliminating a skewed intersection and provide free flow travel, per GUAMPO's 2045 MTP.

36

**NC 43 & NC 102:**

*Intersection | 0.0 miles*

HSIP initiative with Division support to analyze select intersections to improve safety, potentially installing all-way stops.

37

**NC 43 & Ivy Rd (SR 1774):**

*Intersection | 0.0 miles*

Improve intersection per GUAMPO's 2045 MTP.

38

**NC 43 & Stokestown Saint John Rd (SR 1753):**

*Intersection | 0.0 miles*

HSIP initiative with Division support to analyze select intersections to improve safety, potentially installing all-way stops.

39

**NC 102 & Ayden Golf Club Rd (SR 1723):**

*Intersection | 0.0 miles*

HSIP initiative with Division support to analyze select intersections to improve safety, potentially installing a roundabout.

Highway Class: ■ Congestion ■ Access Management ■ Modernization ■ Other (Safety, etc.) ● Bridge/Intersection



40

**NC 102 & Stokestown Saint John Rd (SR 1753):**

*Intersection | 0.0 miles*

HSIP initiative with Division support to analyze select intersections to improve safety, potentially installing all-way stops.

41

**NC 903 & Pocosin Rd (SR 1125):**

*Intersection | 0.0 miles*

HSIP initiative with Division support to analyze select intersections to improve safety, potentially installing all-way stops or a roundabout.

42

**W 5th St (SR 1571), U-6240:**

*From Cadillac St to Reade St | 1.07 miles*

Rehabilitate and realign, per NCDOT STIP Project U-6240.

43

**E 14th St (SR 1704), U-5917:**

*From E Firetower Rd (SR 1708) to US 264 ALT | 1.37 miles*

Widen to multi-lanes, per NCDOT STIP Project U-5917.

44

**E 14th St (SR 1704):**

*From US 264 ALT to Charles Blvd (SR 1707) | 1.61 miles*

Add medians along the corridor with protected left turn lanes at the Elm St intersection, per GUAMPO's 2045 MTP.

45

**Allen Rd (SR 1203), U-5875:**

*From Stantonsburg Rd (SR 1200) to US 13 | 2.3 miles*

Widen to multi-lanes, per NCDOT STIP Project U-5875.

46

**Ayden Golf Club Rd/Ivy Rd/Tucker Rd (SR 1723/1174/1759):**

*From NC 102 to NC 33 | 11.4 miles*

Potential for intermittent turn lanes, lane widening, and edge treatments per GUAMPO's 2045 MTP.

47

**Cooper St (SR 1711):**

*From Old Tar Rd (SR 1700) to Mill St (SR 1149) | 1.06 miles*

Potential modernization includes restriping, lane reconfiguration, and partial curb and gutter enhancements per GUAMPO's 2045 MTP.

Highway Class: ■ Congestion ■ Access Management ■ Modernization ■ Other (Safety, etc.) ● Bridge/Intersection



**48** **Davenport Farm Rd (SR 1128):**  
*From US 13 to Reedy Branch Rd (SR 1131) | 3.25 miles*  
 Widen to 4-lanes divided, per MPO SPOT submittal.

**49** **Dickinson Av (SR 1620), U-5606:**  
*From Reade Cir to US 13 | 1.34 miles*  
 Improve roadway, per NCDOT STIP Project U-5606.

**50** **Evans St (SR 1700), U-6196:**  
*From 5th St (SR 1571) to Red Banks Rd | 2.13 miles*  
 Access Management, per NCDOT STIP Project U-6196.

**51** **Evans St (SR 1700):**  
*From Red Banks Rd to US 264 ALT | 0.27 miles*  
 Access Management, per GUAMPO's 2045 MTP.

**52** **Evans St/Old Tar Rd (SR 1700), U-2817:**  
*From US 264 ALT to Worthington Rd (SR 1711) | 3.69 miles*  
 Widen to multi-lanes, per NCDOT STIP Project U-2817.

**53** **Firetower Rd (SR 1708):**  
*From NC 11 to NC 43 | 3.62 miles*  
 Replace the existing center turn lane with a median and improve the intersections along the corridor to increase capacity, per GUAMPO's 2045 MTP.

**54** **E Firetower Rd/Portertown Rd (SR 1726), U-5870:**  
*From E 14th St (SR 1704) to NC 33 | 2.17 miles*  
 Widen to multi-lanes, per NCDOT STIP Project U-5870.

**55** **E Firetower Rd (SR 1708), U-5785:**  
*From NC 43 to E 14th St (SR 1704) | 0.6 miles*  
 Widen to multi-lanes, per NCDOT STIP Project U-5785.

Highway Class: ■ Congestion ■ Access Management ■ Modernization ■ Other (Safety, etc.) ● Bridge/Intersection



56

**Forlines Rd (SR 1126):**

*From NC 11 BYP to NC 11 | 3.27 miles*

Widen to a 4-lane median divided facility to improve safety and increase capacity, per GUAMPO's 2045 MTP.

57

**Frog Level Rd (SR 1127):**

*From US 13 to NC 903 | 3.7 miles*

Widen to a 4-lane median divided facility to improve safety and increase capacity, per GUAMPO's 2045 MTP.

58

**Jolly Rd (SR 1120):**

*From NC 102 to NC 11 | 1.27 miles*

Modernize and upgrade the roadway with with edge treatments and lane widening, per GUAMPO's 2045 MTP.

59

**Reedy Branch Rd (SR 1131):**

*From Forlines Rd (SR 1126) to W Firetower Rd (SR 1708) | 0.76 miles*

Modernization may include turn lane improvements, edge treatments, lane widening, etc. per GUAMPO's 2045 MTP.

60

**Stantonsburg Rd (SR 1200), U-6195:**

*From B's Barbeque Rd (SR 1204) to US 13 | 1.99 miles*

Access Management, per STIP Project U-6195.

61

**Thomas Langston Rd (SR 1134):**

*From Davenport Farm Rd (SR 1128) to NC 11 | 2.08 miles*

Modernize to a divided 2-lane roadway with curb and gutter. Add protected left turning movements at specified intersections to increase capacity per GUAMPO's 2045 MTP.

62

**Worthington Rd (SR 1711):**

*From Old Tar Rd (SR 1700) to NC 43 | 3.71 miles*

Widen to a 4-lane median divided facility to improve safety and increase capacity per GUAMPO's 2045 MTP.

63

**W 5th St (SR 1571) & Albemarle Av (SR 1571)/Elizabeth St:**

*Intersection | 0.0 miles*

Install a roundabout to provide traffic calming and adequate sight distance, increasing safety per GUAMPO's 2045 MTP.

Highway Class: ■ Congestion ■ Access Management ■ Modernization ■ Other (Safety, etc.) ● Bridge/Intersection



64

**Ayden Golf Club Rd (SR 1723) & Old Tar Rd (SR 1700):**

*Intersection | 0.0 miles*

Improve intersection geometrics to improve safety and connectivity per GUAMPO's 2045 MTP.

65

**Blackjack-Simpson Rd (SR 1755) & Mills Rd (SR 1774):**

*Intersection | 0.0 miles*

HSIP initiative with Division support to analyze select intersections to improve safety, potentially installing all-way stops.

66

**Blackjack-Simpson Rd (SR 1755) & Mobleys Bridge Rd (SR 1760):**

*Intersection | 0.0 miles*

Improve intersection by constructing roundabout per NCDOT's conceptual plan.

67

**County Home Rd (SR 1725) & Stokestown Saint John Rd (SR 1753):**

*Intersection | 0.0 miles*

HSIP initiative with Division support to analyze select intersections to improve safety, potentially installing all-way stops.

68

**County Home Rd (SR 1725) & Worthington Rd (SR 1711), U-6197:**

*Intersection | 0.0 miles*

Upgrade intersection per NCDOT STIP Project U-6197.

69

**Eastern Pines Rd (SR 1727) & Lt Hardee Rd (SR 1728):**

*Intersection | 0.0 miles*

HSIP initiative with Division support to analyze select intersections to improve safety, potentially installing all-way stops.

70

**Ivy Rd (SR 1774) & County Home Rd (SR 1725):**

*Intersection | 0.0 miles*

HSIP initiative with Division support to analyze select intersections to improve safety, potentially installing all-way stops.

71

**Laurie Ellis Rd (SR 1713) & Jack Jones Rd (SR 1715):**

*Intersection | 0.0 miles*

Improve intersection per GUAMPO's 2045 MTP.



72

**Laurie Ellis Rd (SR 1713) & Old Tar Rd (SR 1700):**

*Intersection | 0.0 miles*

HSIP initiative with Division support to analyze select intersections to improve safety, potentially installing all-way stops.

73

**S Lee St (SR 1149) & Planters St:**

*Intersection | 0.0 miles*

Improve intersection per GUAMPO's 2045 MTP.

74

**McDonald St (SR 1755) & Simpson St (SR 1759):**

*Intersection | 0.0 miles*

Construct roundabout to reduce crash frequency per GUAMPO's 2045 MTP.

75

**Mill St (SR 1149) & Vernon White Rd (SR 1130):**

*Intersection | 0.0 miles*

Improve intersection per NCDOT Congestion Management's conceptual design to improve capacity, safety, and connectivity.

76

**Mill St (SR 1149) & West Av:**

*Intersection | 0.0 miles*

Improve intersection per GUAMPO's 2045 MTP.

77

**Pocosin Rd (SR 1125) & Speight Seed Farm Rd (SR 1124):**

*Intersection | 0.0 miles*

HSIP initiative with Division support to analyze select intersections to improve safety, potentially installing all-way stops.

78

**Reedy Branch Rd (SR 1131) & Davenport Farm Rd (SR 1128):**

*Intersection | 0.0 miles*

Improve intersection per GUAMPO's 2045 MTP.

79

**Reedy Branch Rd (SR 1131) & Forlines Rd (SR 1126):**

*Intersection | 0.0 miles*

Improve intersection per GUAMPO's 2045 MTP.





80

**Stantonsburg Rd (SR 1200) & Wesley Church Rd (SR 1221):**

*Intersection | 0.0 miles*

HSIP initiative with Division support to analyze select intersections to improve safety, potentially installing all-way stops.

81

**Arlington Blvd:**

*From NC 43 to E Firetower Rd (SR 1708) | 5.37 miles*

Access management per GUAMPO's 2045 MTP.

82

**Greenville East BYP:**

*From NC 11 to US 264 ALT | 27.45 miles*

To alleviate congestion in the MPO area, construct bypass east of Greenville.

83

**Allen Rd Ext:**

*From MacGregor Downs Rd (SR 1202) to NC 43 | 0.58 miles*

Construct extension for connectivity and mobility.

84

**Mobleys Bridge Rd Ext:**

*From Ivy Rd (SR 1774) to Worthington Rd (SR 1711) | 1.02 miles*

Construct extension for connectivity and mobility.

85

**W Firetower Rd Ext:**

*From NC 11 to Reedy Branch Rd (SR 1131) | 0.33 miles*

Construct a 4-lane divided roadway on new location to improve connectivity from Firetower Rd to Reedy Branch Rd.

86

**Frontgate Dr Ext:**

*From Frontgate Dr to Thomas Langston Rd (SR 1134) | 0.41 miles*

Construct extension for connectivity and mobility.

87

**E Arlington Blvd & Red Banks Rd:**

*Intersection | 0.0 miles*

Improve intersection of two major 5-lane corridors per GUAMPO's 2045 MTP.

Highway Class: ■ Congestion ■ Access Management ■ Modernization ■ Other (Safety, etc.) ● Bridge/Intersection



88

**W Arlington Blvd & Hooker Rd:**

*Intersection | 0.0 miles*

Improve intersection per GUAMPO’s 2045 MTP.

89

**NC 33 Resilience A:**

*From Edgemcombe County Line to NC 222 | 4.94 miles*

Improve resilience to flood inundation along route.

90

**NC 222 Resilience:**

*From NC 33 to NC 43 | 2.16 miles*

Improve resilience to flood inundation along route.

91

**NC 33 Resilience B:**

*From West of US 13 to East of US 13 | 1.58 miles*

Improve resilience to flood inundation along route.

92

**US 13 Resilience:**

*From NC 33 to Belvoir Rd (SR 1528) | 0.96 miles*

Improve resilience to flood inundation along route.

93

**NC 121 Resilience:**

*From US 264 to US 258 BUS | 1.07 miles*

Improve resilience to flood inundation along route.

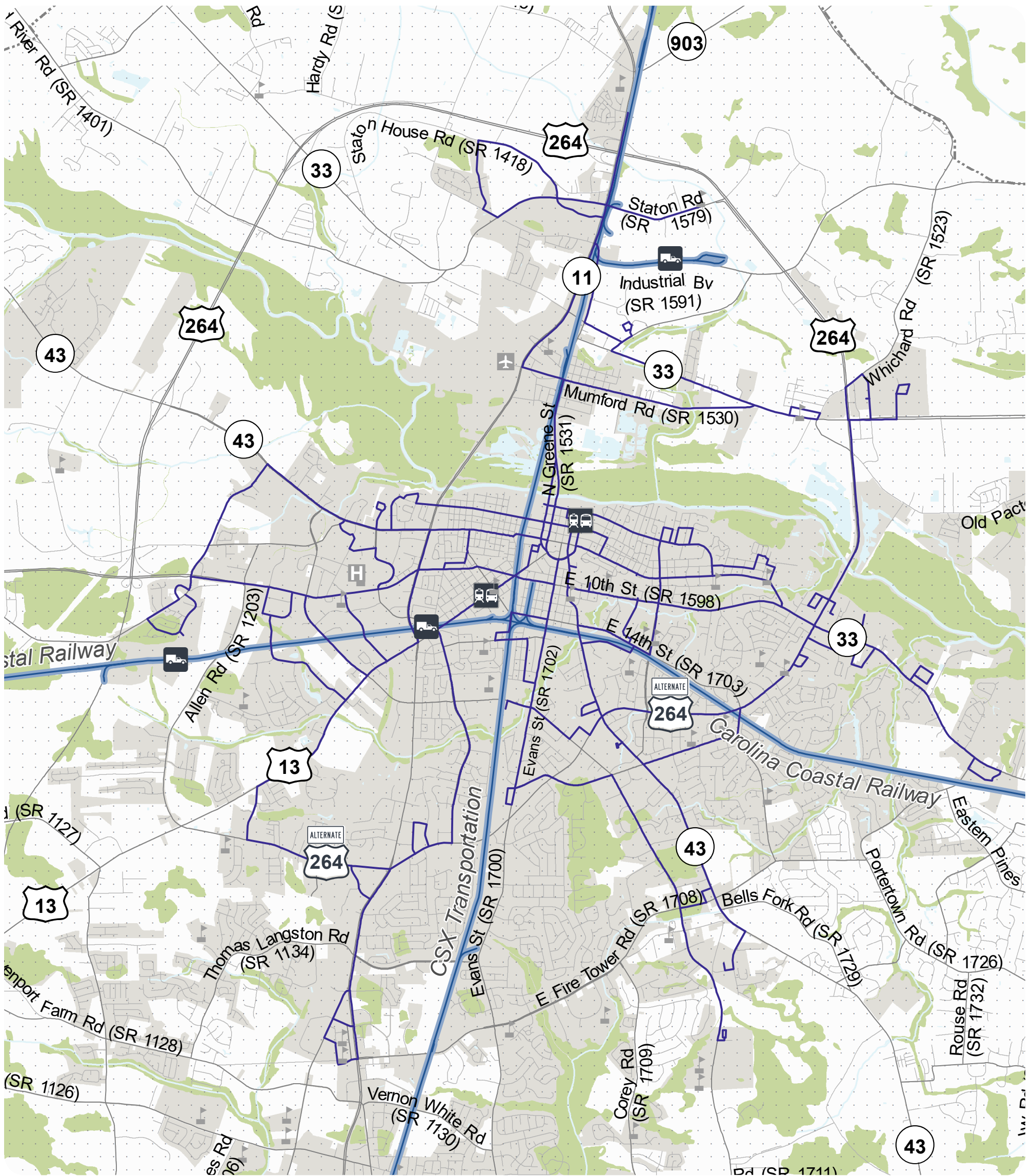
94

**NC 118 Resilience:**

*From Lenoir County Line to Queen St (NC 118) | 0.54 miles*

Improve resilience to flood inundation along route.





## PUBLIC TRANSPORTATION AND RAIL RECOMMENDATIONS

Proposals that address identified needs through 2045



# PITT COUNTY

## MPO INSET

### Comprehensive Transportation Plan

WORKING COPY  
Plan Date: July 12, 2022

### Public Transportation and Rail Features

	Proposal ID #	Existing	Proposed
Urban Fixed Bus Corridors	#		
Regional Bus Corridors	#		
Rural Fixed Bus Corridors	#		
Fixed Guideway	#		
Amtrak / Freight Route	#		
Current Railroad	#		
Transit Facility	#		
Park and Ride Lot	#		
Amtrak Station	#		
Intermodal Terminal	#		
Studied Roads			
Greenville MPO			
Mid-East RPO			



Full report at:  
[tinyurl.com/pittctcp](https://tinyurl.com/pittctcp)



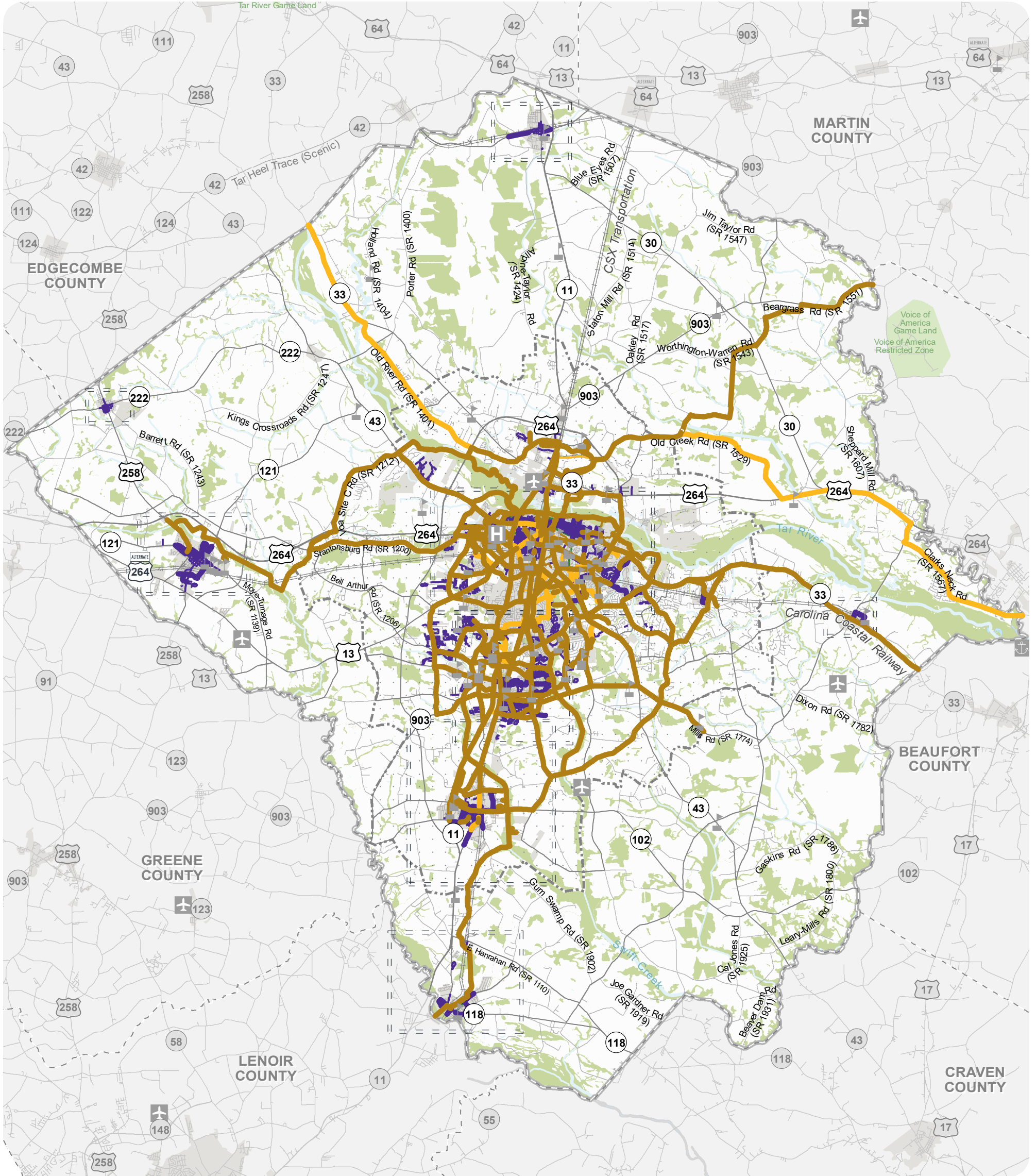
Sheet 3 of 4

Base map date: March 13, 2020

#### Legal Disclaimer

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Denotes Highway Incidental



# BICYCLE / PEDESTRIAN RECOMMENDATIONS

Proposals that address identified needs through 2045



## PITT COUNTY

Comprehensive Transportation Plan

WORKING COPY  
Plan Date: July 21, 2022

### Bicycle and Pedestrian Features

	Proposal ID #	Existing	Proposed
Bicycle	#		
Pedestrian	#		
Bicycle and Pedestrian	#		
Multiuse Path	#		
Bicycle and Pedestrian Bridge	#		
Denotes Highway Incidental	★		

### Other Features

- Studied Roads
- Greenville MPO
- Mid-East RPO



Full report at:  
[tinyurl.com/pittctp](https://tinyurl.com/pittctp)

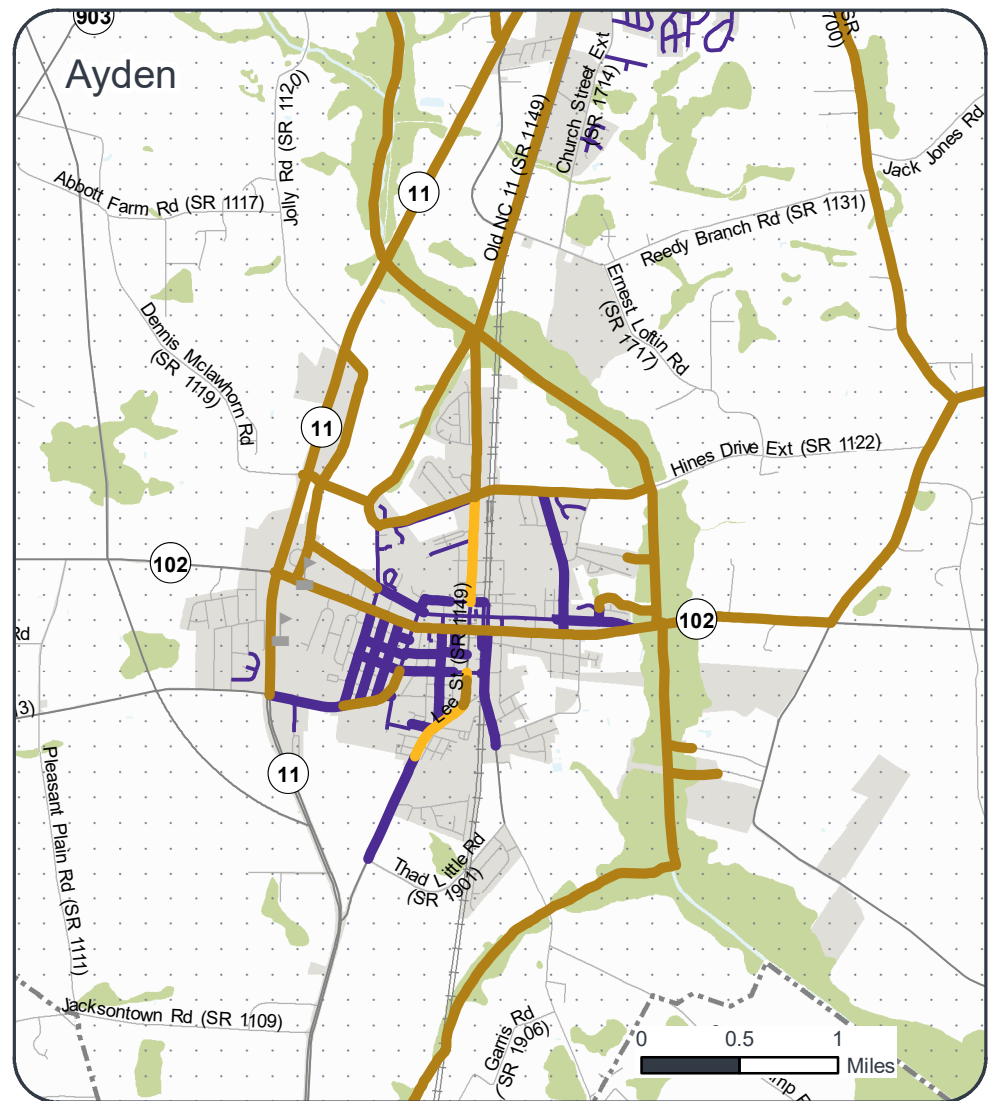
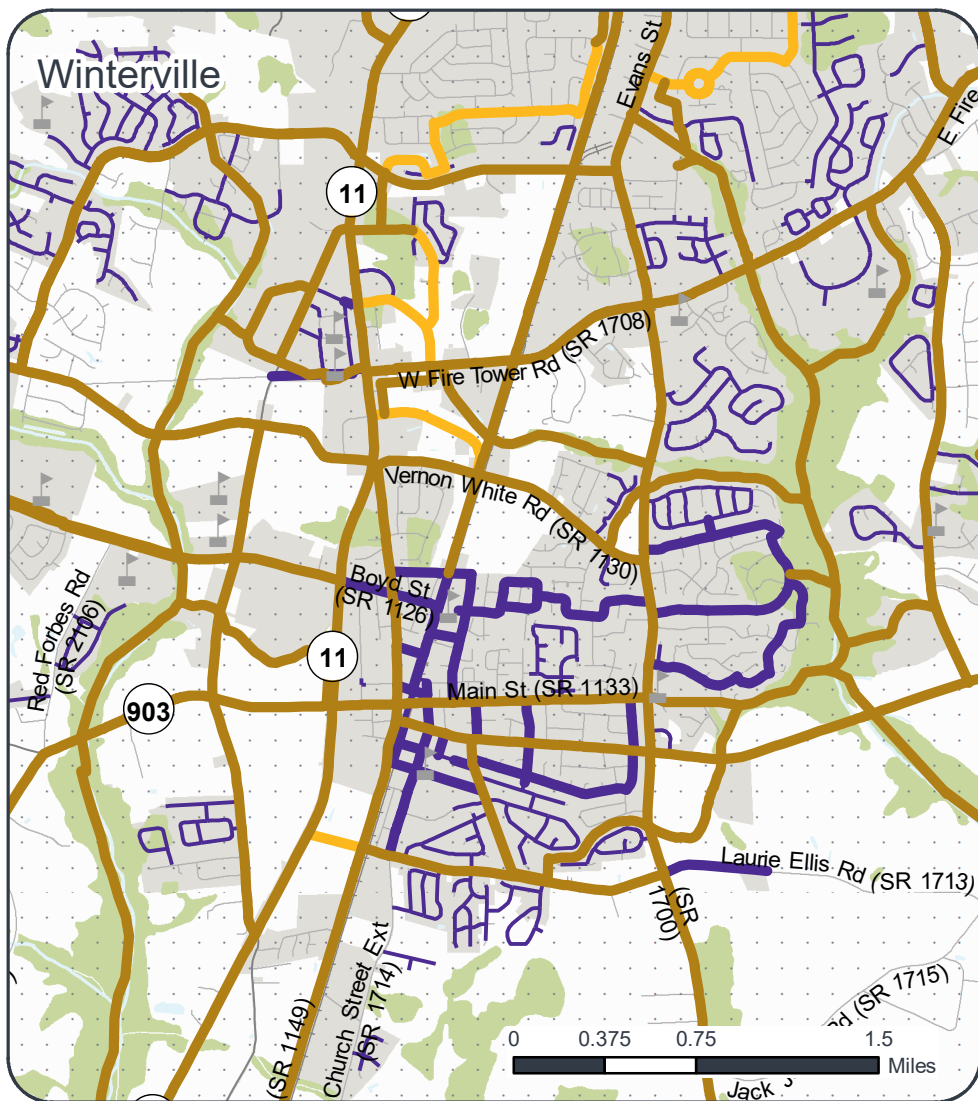
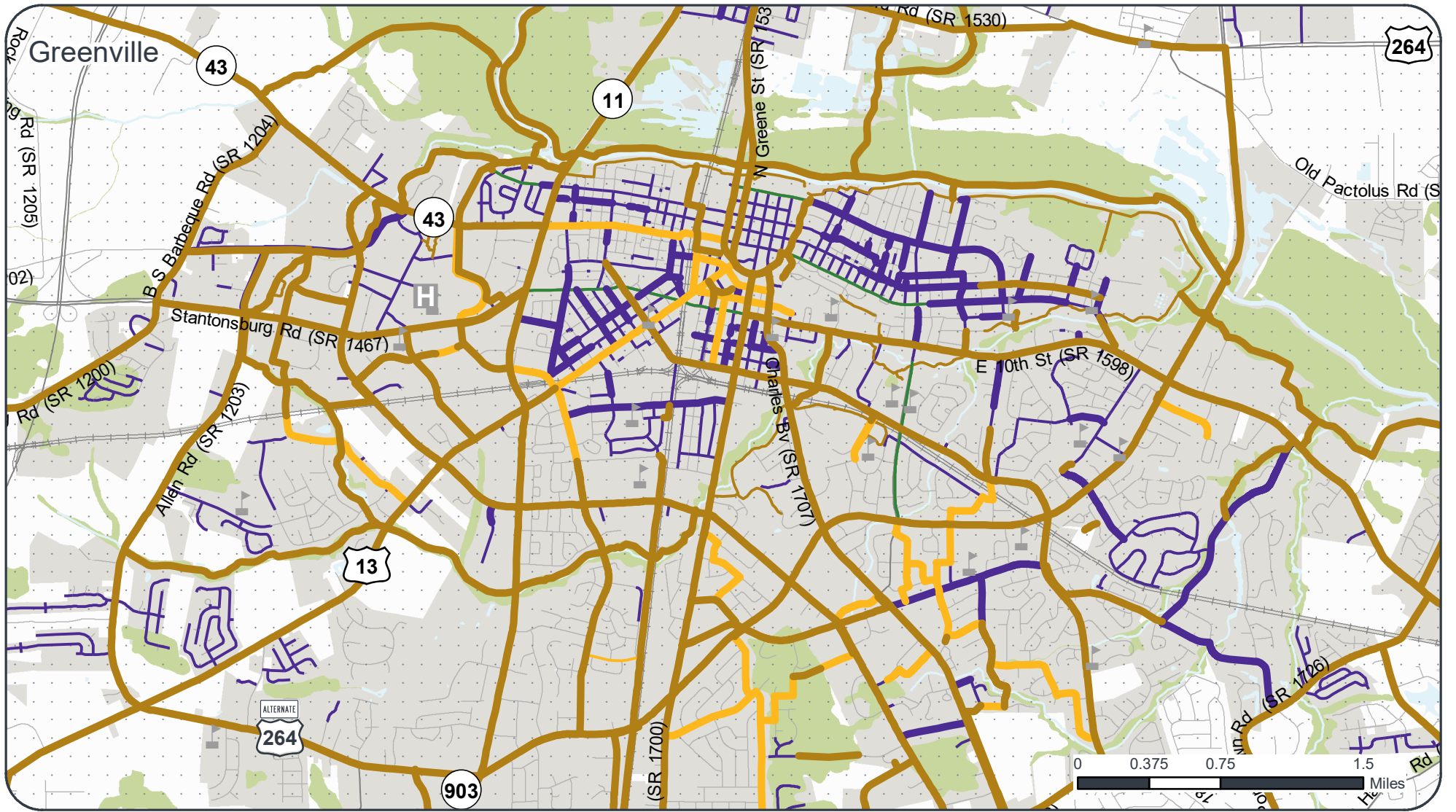


Sheet 4 of 4

Base map date: March 13, 2020

### Legal Disclaimer

These concepts will need additional analysis to meet state and federal environmental regulations, to determine final locations and designs, and to be funded for implementation. Local zoning or subdivision ordinances may require the dedication of right of way based on the concepts shown on the Comprehensive Transportation Plan and local collector street plans, based on N.C.G.S. § 136-66.2 and § 136-66.10.



**BICYCLE / PEDESTRIAN RECOMMENDATIONS**  
Proposals that address identified needs through 2045



**PITT COUNTY**  
INSET A  
Comprehensive Transportation Plan



WORKING COPY  
Plan Date: July 21, 2022

**Bicycle and Pedestrian Features**

	Proposal ID #	Existing	Proposed
Bicycle	#		
Pedestrian	#		
Bicycle and Pedestrian	#		
Multiuse Path	#		
Bicycle and Pedestrian Bridge	#		
Denotes Highway Incidental	★		

**Other Features**

- Studied Roads
- Greenville MPO
- Mid-East RPO

Full report at: [tinyurl.com/pittctp](https://tinyurl.com/pittctp)

Sheet 4A of 4  
Inset A

Base map date: March 13, 2020

**Legal Disclaimer**  
These concepts will need additional analysis to meet state and federal environmental regulations, to determine final locations and designs, and to be funded for implementation. Local zoning or subdivision ordinances may require the dedication of right of way based on the concepts shown on the Comprehensive Transportation Plan and local collector street plans, based on N.C.G.S. § 136-66.2 and § 136-66.10.



# City of Greenville, North Carolina

**Meeting Date: 09/08/2022**

**Title of Item:** Budget Ordinance Amendment #2 to the 2022-2023 Capital Projects Funds (Ordinance #17-024) and Occupancy Tax Fund (Ordinance #11-003)

**Explanation:** Attached for consideration at the September 8, 2022 City Council meeting is an ordinance amending the 2022-2023 Capital Projects Funds (Ordinance #17-024) and Occupancy Tax Fund (Ordinance #11-003).

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

<u>Item</u>	<u>Justification</u>	<u>Funds Amended</u>	<u>Net Adjustment</u>
A	Appropriate Occupancy Tax funding for the Convention Center Pedestrian Mall Renovation Project.	Occupancy Tax Public Works Cap Proj	\$40,000
B	Recognize grant funding from NCDNCR for Recreation Trails at Wildwood Park.	Recreation & Parks Cap Proj	\$55,000

**Fiscal Note:** The Budget Ordinance Amendment affects the following funds:

<u>Fund</u>	<u>2022-23 Original Budget</u>	<u>Amendment #2</u>	<u>2022-23 Budget per Amendment #2</u>
General	\$97,969,948	\$	\$97,969,948
Debt Service	6,322,622	-	6,322,622
Public Transportation (Transit)	3,574,787	-	3,574,787
Fleet Maintenance	5,415,142	-	5,415,142
Sanitation	8,513,983	-	8,513,983
Stormwater	9,779,170	-	9,779,170
Housing	1,911,972	-	1,911,972
Health Insurance	14,258,648	-	14,258,648
Vehicle Replacement	10,645,862	-	10,645,862

Facilities Improvement	2,391,874	-	2,391,874
Special Revenue Grants	13,609,014	-	13,609,014
Public Works Capital Projects	57,957,391	40,000	57,997,391
Recreation & Parks Capital Projects	14,785,556	55,000	14,840,556
Community Development Capital Projects	19,404,227	-	19,404,227
Red Light Camera Program	1,800,000	-	1,800,000
Engineering Capital Projects	28,163,753	-	28,163,753
Occupancy Tax	4,056,128	40,000	4,096,128

**Recommendation:** Approve Budget Ordinance Amendment #2 to the 2022-2023 Capital Projects Funds (Ordinance #17-024) and Occupancy Tax Fund (Ordinance #11-003).

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ATTACHMENTS

 [BA\\_\\_2\\_Final.xlsx](#)

ORDINANCE NO. 22-  
CITY OF GREENVILLE, NORTH CAROLINA  
Ordinance (#2) Amending the Occupancy Tax Fund (Ordinance #11-003) and the Capital Projects Funds (Ordinance #17-024)

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

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

Budget Amendment #2				
	2022-23 Revised Budget	B.	Total Amend #2	2022-23 Budget per Amend #2
<b>ESTIMATED REVENUES</b>				
Restricted Intergovernmental	\$ 705,857	\$ 55,000	\$ 55,000	\$ 760,857
Transfer from General Fund	1,848,484	-	-	1,848,484
Transfer from Capital Reserve	128,822	-	-	128,822
Transfer from CD Cap Project Fund	82,965	-	-	82,965
Transfer from FIP	44,818	-	-	44,818
Transfer from FEMA-Hurricane	117,340	-	-	117,340
Transfer from Public Works Capital	30,000	-	-	30,000
Special Donations	639,500	-	-	639,500
Miscellaneous Revenue	567,148	-	-	567,148
Appropriated Fund Balance	572,874	-	-	572,874
Long Term Financing	10,047,748	-	-	10,047,748
<b>Total Revenues</b>	<b>\$ 14,785,556</b>	<b>\$ 55,000</b>	<b>\$ 55,000</b>	<b>\$ 14,840,556</b>
<b>APPROPRIATIONS</b>				
Water Sports Facility Project	\$ 794,675	\$ -	\$ -	\$ 794,675
Wildwood Park	7,814,519	55,000	55,000	7,869,519
Transfer to General Fund	9,000	-	-	9,000
Eppes Remodel	1,359,151	-	-	1,359,151
Parks Improvements	45,000	-	-	45,000
Pool Replacement	4,291,828	-	-	4,291,828
GAFC Bathrooms	125,000	-	-	125,000
Off-Leash Dog Park	175,000	-	-	175,000
Parks Comprehensive Master Plan	147,000	-	-	147,000
Transfer to Other Fund	24,383	-	-	24,383
<b>Total Appropriations</b>	<b>\$ 14,785,556</b>	<b>\$ 55,000</b>	<b>\$ 55,000</b>	<b>\$ 14,840,556</b>

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

	2022-23 Revised Budget	A.	Total Amend #2	2022-23 Budget per Amend #2
<b>ESTIMATED REVENUES</b>				
Occupancy Tax	\$ 1,026,538	\$ 40,000	\$ 40,000	\$ 1,066,538
Transfer from Public Works Capital Projects	1,866,866	-	-	1,866,866
Transfer from Debt Service	1,162,724	-	-	1,162,724
<b>Total Revenues</b>	<b>\$ 4,056,128</b>	<b>\$ 40,000</b>	<b>\$ 40,000</b>	<b>\$ 4,096,128</b>
<b>APPROPRIATIONS</b>				
Occupancy Tax Reserves	\$ 3,148,128	\$ -	\$ -	\$ 3,148,128
Service Charge/Collection Fee	58,000	-	-	58,000
Payments to CVB	750,000	-	-	750,000
Transfer to Facilities Improvement	100,000	-	-	100,000
Transfer to Other Funds	-	40,000	40,000	40,000
<b>Total Appropriations</b>	<b>\$ 4,056,128</b>	<b>\$ 40,000</b>	<b>\$ 40,000</b>	<b>\$ 4,096,128</b>



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

	2022-23 Revised Budget	A.	Total Amend #2	2022-23 Budget per Amend #2
<b>ESTIMATED REVENUES</b>				
Occupancy Tax	\$ 422,610	\$ -	\$ -	\$ 422,610
Transfers from Other Funds	21,762,736	40,000	40,000	21,802,736
Other Income	2,731,245	-	-	2,731,245
Spec Fed/State/Loc Grant	24,698,934	-	-	24,698,934
Bond Proceeds	6,200,000	-	-	6,200,000
Appropriated Fund Balance	2,141,866	-	-	2,141,866
<b>Total Revenues</b>	<b>\$ 57,957,391</b>	<b>\$ 40,000</b>	<b>\$ 40,000</b>	<b>\$ 57,997,391</b>
<b>APPROPRIATIONS</b>				
Stantonsburg Rd./10th St Con Project	\$ 6,194,950	\$ -	\$ -	\$ 6,194,950
Computerized Traffic Signal System	8,883,151	-	-	8,883,151
Sidewalk Development Project	791,287	-	-	791,287
GTAC Project	9,336,917	-	-	9,336,917
Energy Efficiency Project	777,600	-	-	777,600
King George Bridge Project	1,341,089	-	-	1,341,089
Energy Savings Equipment Project	2,591,373	-	-	2,591,373
Convention Center Expansion Project	4,718,000	-	-	4,718,000
Pedestrian Improvement Project	210,761	-	-	210,761
Street Lights & Cameras	2,001,225	-	-	2,001,225
F/R Station 3 Parking Lot	139,551	-	-	139,551
F/R Station 2 Bay Expansion	244,655	-	-	244,655
Parking Lot Enhancements	4,866	-	-	4,866
Street Improvements Project	14,282,805	-	-	14,282,805
Safe Routes to School	1,409,463	-	-	1,409,463
Imperial Demolition	238,464	-	-	238,464
Parking Deck Safety Improvements	180,000	-	-	180,000
Salt/Sand Storage Facility	185,000	-	-	185,000
Emerald Loop Lighting Upgrades	200,000	-	-	200,000
CVA - Pedestrian Mall Renovation	-	40,000	40,000	40,000
Transfer to Other Funds	2,006,866	-	-	2,006,866
Transfer to General Fund	636,801	-	-	636,801
Transfer to Street Improvement	1,002,567	-	-	1,002,567
Transfer to Recreation & Parks Capital	30,000	-	-	30,000
Transfer to Facilities Improvement	300,000	-	-	300,000
Transfer to IT Capital Projects Fund	250,000	-	-	250,000
<b>Total Appropriations</b>	<b>\$ 57,957,391</b>	<b>\$ 40,000</b>	<b>\$ 40,000</b>	<b>\$ 57,997,391</b>

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

Adopted this 8th day of September, 2022

ATTEST:

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Valerie P. Shiuwegar, City Clerk