



Agenda

Greenville City Council

January 9, 2023

6:00 PM

City Hall Council Chambers, 200 West 5th Street

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

I. Call Meeting To Order

II. Invocation - Council Member Bell

III. Pledge of Allegiance

IV. Roll Call

V. Approval of Agenda

VI. Public Comment Period

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

VII. Consent Agenda

1. Request for Public Art on Public Property - DownEast Sculpture Exhibition on City

Property

2. Public Art Request - Murals on Magnolia Arts Center facing Perkins Baseball Field
3. Ordinance approving amendment to Greenville Utilities Commission's Water Capital Project Budget for Bethel Water System Improvements
4. Ordinance amending Greenville Utilities Commission's Electric Capital Project Budget for labor to construct the Mt. Pleasant to Sugg Parkway 115 kV Transmission Line and adoption of a Reimbursement Resolution
5. Greenville Utilities Commission-Proposed New Monitoring Well Locations on City of Greenville Parcels 83085, 51497 and 12440
6. Request for Additional Funding, Supplemental Municipal Agreement with NCDOT, and Supplemental Agreement with Fred Smith Company to finalize the South Tar River Greenway Phase 3B Project
7. Renewal of Arctic Wolf Cyber Security Solution
8. Resolution approving the execution of a municipal agreement with the North Carolina Department of Transportation for Fiscal Year 2023 Section 5303 Planning Grant Funds
9. Report on Bids and Contracts Awarded
10. Various tax refunds greater than \$100

VIII. New Business

11. Social Districts--Creation of the Greenville Uptown Social District
12. Budget Ordinance Amendment #5 to the 2022-2023 City of Greenville Budget (Ordinance #22-045) and the Capital Projects Funds (Ordinance #17-024)

IX. Review of January 12, 2023 City Council Agenda

X. City Manager's Report

XI. Comments from Mayor and City Council

XII. Adjournment



City of Greenville, North Carolina

Meeting Date: 01/09/2023

Title of Item: Request for Public Art on Public Property - DownEast Sculpture Exhibition on City Property

Explanation: The DownEast Outdoor Sculpture Exhibition is a national juried art competition that was started in 2006 as a joint exhibition between Emerge Gallery, the City of Greenville, and East Carolina University Student Galleries. This is a year-long exhibition of large scale outdoor sculptures that has now grown to a total of 16 sculptures throughout Pitt County. Placements include the City of Greenville, East Carolina University, Greenville Museum of Art, Wahl Coates School of the Arts, the Town of Winterville, the Town of Ayden, and the Town of Farmville. Sculptures rotate annually from March to February, with new sculptures being chosen each year.

Sculptures are selected through a competitive process, as a national Request for Proposals (RFP) is posted on a call for entries platform, where artists will enter their completed sculptures for consideration to be “leased” and put on exhibit for a year. This year’s juror, Lance Vickery, will choose the sculptures that are acceptable for the exhibit and will prioritize the list with prizes for the top three sculptures. The DownEast Sculpture Subcommittee will supervise the recommendations that are then finalized by the Civic Arts Committee for the placement of sculptures in the City of Greenville on public property. All sculptures are chosen for their artistic merit, suitability to the environment, and size of the sculpture pad for each location.

Selections include:

- “Sphere” – Hanna Jubran
- “Springer 1” – Jeffrey Repko
- “Orbit” – Matt Amante
- “Horse with Chain Bridle” – Jonathan Bowling
- “Ribbon Arch II” – Jim Gallucci

Alternate choices:

- “Adolescent Maze” – Mary Beck Pinkston
- “Dreamcatcher” – Christian Happel
- “Watchman” – David Skora

The Pitt County Arts Council will make formal recommendations to the City Council for the placement of sculptures at the following locations:

- Cotanche/Reade Circle
- Town Common
- Greenway at Jarvis Street
- Greenway at Stancil Street
- Greenway at Elm Street

All sculptures and installations are completed by artists and overseen by the City's staff from the Recreation & Parks Department and/or the Public Works Department. The implementation timeline is February 2023.

Fiscal Note: Projected cost to the City is \$9,000, which has been approved in the FY 2022-2023 City budget.

Recommendation: Approve the request submitted for public art on public property.

ATTACHMENTS

 [Emerge DownEast Sculptures.pdf](#)



“Sphere”
Hanna Jubran
9'x6'x6'
steel, paint

Location: Reade/Cotanche in front of Chico's



Jeffrey Repko
"Springer 1"
6'x4'x3'
metal, plastic
Location: Town Common



Matt Amante

"Orbit"

8.5'x3'x3'

Painted Steel

Location: Greenway Access at Harding Street



Jonathan Bowling
"Horse with Chain Bridle"
6'x7.5'x2'
Repurposed Steel
Location: Greenway Access at Stancill Drive



Jim Gallucci
"Ribbon Arch II"
9'x11'x4'
Powdered Coated Steel
Location: Greenway Access at Elm Street

Alternative Choices

There are times that artists are unable to wait a lengthy time for our acceptance and have to commit to other competitions or obligations or some pieces are located at other spots throughout Pitt County. If that occurs with any of our initial recommended pieces here are our alternative recommendations:



"Adolescent Maze"
Mary Beck Pinkston
5'x8'x4'
iron and mild steel tube



"Dreamcatcher"
Christian Happel
8.5'x8.5'x10'
steel



"Watchman"
David Skora
5'x2'x1'
welded fabricated steel



City of Greenville, North Carolina

Meeting Date: 01/09/2023

Title of Item: Public Art Request - Murals on Magnolia Arts Center facing Perkins Baseball Field

Explanation: The Pitt County Arts Council recommends the installation of murals on the Magnolia Arts Center facing Perkins Baseball Field. The murals will be designed by the children from the Emerge Youth Public Arts Project to represent community baseball and the joy of community athletics.

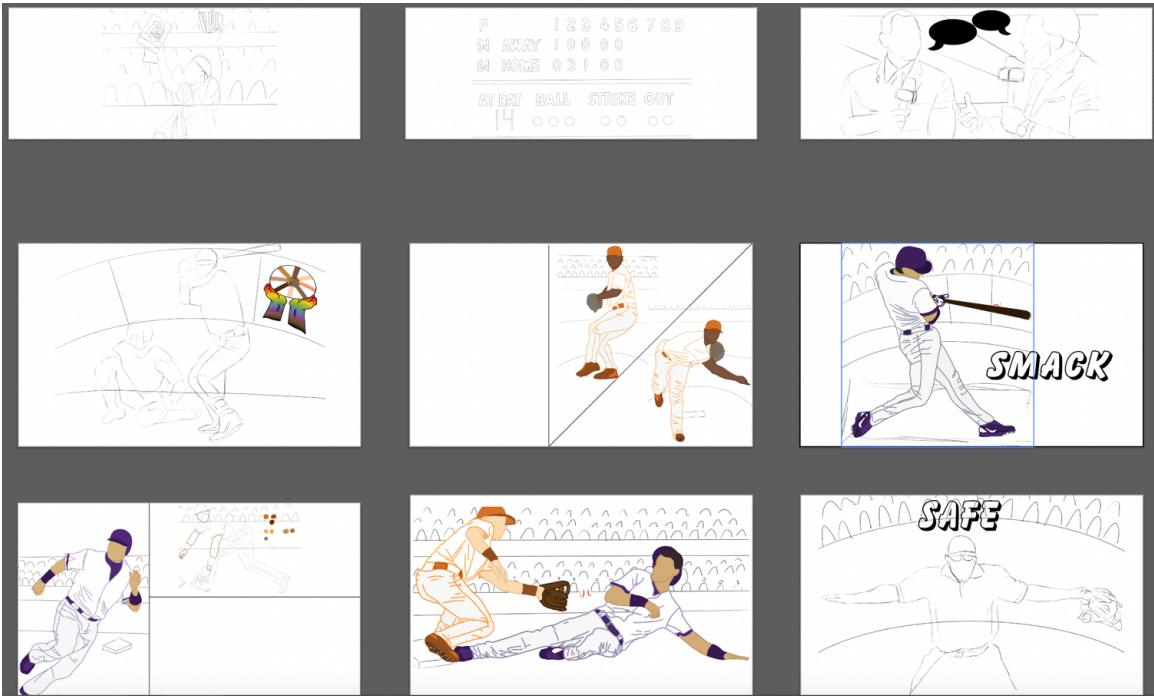
The Emerge Youth Public Arts Project is a program that was started in 2005, where youth from all over Pitt County come to the Emerge Gallery & Art Center every other Saturday throughout the school year to participate in visual arts and music instruction. Past public art projects include the interior mural at the Drew Steele Center. The committee sees this project as a win-win for the children who are creating the mural, Magnolia Arts Center, whose building is being protected, and the Greenville community who will be able to enjoy the murals as they are coming and going from baseball games at the Perkins Baseball Complex.

Fiscal Note: The Arts Council is requesting in-kind services including installation of the work and materials.

Recommendation: Approve the request submitted for public art on public property.

ATTACHMENTS

 [Emerge Magnolia Arts Center Mural.pdf](#)



Current image of the back of Magnolia Arts Center's windows

Concepts of imagery that will be painted by the Youth Public Arts Program's participants



City of Greenville, North Carolina

Meeting Date: 01/09/2023

Title of Item: Ordinance approving amendment to Greenville Utilities Commission's Water Capital Project Budget for Bethel Water System Improvements

Explanation: Prior to GUC's takeover of Bethel's water system, the Town of Bethel was notified, in March 2020, by the Drinking Water State Revolving Fund that they were approved for a \$1,367,000 loan, with all principal forgiven. The funding application, which included proposed system improvements, was developed and submitted by the Town of Bethel's consulting engineer at that time. As part of the management, operation, and maintenance agreement between the Town of Bethel and GUC, a detailed assessment of the existing water system was completed by GUC staff. After a detailed field assessment and operation of the system for several months, it was determined that several proposed improvements in the original funding application were not necessary and that additional items should be included in the scope of work.

After GUC's acquisition of Bethel's water system, GUC staff submitted an Engineering Report to the State outlining the proposed improvements needed to provide a system that would meet GUC's standards and correct operational deficiencies. In December 2020, GUC received approval from the State to move forward with project design. Subsequently, GUC's engineering consultant, The East Group, completed design and produced bidding documents for this project, receiving only one bid. In accordance with the State's public bidding statute, the project was rebid with Peters and White being the lowest bidder in the amount of \$2,241,051.79, which exceeded the project construction budget. Subsequently, negotiations with the lowest bidder resulted in removal of a proposed additional water main interconnect and a modified scope of work, reducing the project construction cost to \$1,379,796.45. To move forward with this project, it is necessary to amend the project budget from \$1,367,000 to \$1,867,000. This figure includes all engineering, land acquisitions, meter replacement work, and construction cost plus a contingency of 10%.

At its December 15, 2022 regular Board Meeting, the GUC Board of Commissioners approved the capital project budget amendment and recommends similar action by City Council.

Fiscal Note: No costs to the City.

Recommendation: Adopt attached Ordinance

ATTACHMENTS

 [Ordinance Amending 21-021 Bethel Water System Improvements.pdf](#)

ORDINANCE NO. 23- _____
 CITY OF GREENVILLE, NORTH CAROLINA
 TO AMEND A CAPITAL PROJECT BUDGET (ORDINANCE NO. 21-021)
 BETHEL SYSTEM IMPROVEMENTS

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

Section I. The Capital Projects Budget is amended, so that as amended it shall read as follows:

	Current Budget	Change	Proposed Budget
<u>Revenues</u>			
State DEQ SRF Grant	\$1,367,000	\$0	\$1,367,000
Capital Projects Fund Balance	\$0	\$500,000	\$500,000
	\$1,367,000	\$500,000	\$1,867,000
 <u>Expenditures</u>			
Project Costs	\$1,367,000	\$500,000	\$1,867,000
	\$1,367,000	\$500,000	\$1,867,000

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

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

Adopted this the _____ day of _____, 2023.

 P. J. Connelly, Mayor

Attest:

 Valerie Shiuwegar, City Clerk



City of Greenville, North Carolina

Meeting Date: 01/09/2023

Title of Item: Ordinance amending Greenville Utilities Commission's Electric Capital Project Budget for labor to construct the Mt. Pleasant to Sugg Parkway 115 kV Transmission Line and adoption of a Reimbursement Resolution

Explanation: Greenville Utilities Commission's electric capital project budget for the construction of the new 115kV transmission line from the Mt. Pleasant Substation on Belvoir School Road to Sugg Parkway Substation on Sugg Parkway is \$8,892,000. In an ongoing effort to strengthen the resiliency of the electric system, the transmission line will be constructed using galvanized monopole tubular steel structures. The costs associated with the labor, steel and material for the procurement and installation of the poles and transmission lines are significantly higher than the original budget. To move forward with this resiliency project, the budget needs to be adjusted by \$3,800,000.

At its regular board meeting on December 15, 2022, the GUC Board of Commissioners approved staff's recommendation to amend the electric capital project budget in the amount of \$3,800,000, adopt a reimbursement resolution, and recommends similar action by City Council.

Fiscal Note: No costs to the City.

Recommendation: Adopt attached Ordinance and Reimbursement Resolution

ATTACHMENTS

-  [Ordinance Amending 20-026 Mt. Pleasant to Sugg Parkway 115 kV Transmission.pdf](#)
-  [Reimbursement Resolution for Capital Project Budget Amendment - ECP10218.pdf](#)

ORDINANCE NO. 23- _____
 CITY OF GREENVILLE, NORTH CAROLINA
 TO AMEND A CAPITAL PROJECT BUDGET (ORDINANCE NO. 20-026)
 Mt. Pleasant to Sugg Parkway 115 kV Transmission Line

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

Section I. The Capital Projects Budget is amended, so that as amended it shall read as follows:

<u>Revenues</u>	<u>Current Budget</u>	<u>Change</u>	<u>Proposed Budget</u>
Long-Term Debt	\$8,892,000	\$3,800,000	\$12,692,000
	<u>\$8,892,000</u>	<u>\$3,800,000</u>	<u>\$12,692,000</u>
 <u>Expenditures</u>			
Project Costs	\$8,892,000	\$3,800,000	\$12,692,000
	<u>\$8,892,000</u>	<u>\$3,800,000</u>	<u>\$12,692,000</u>

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

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

Adopted this the _____ day of _____, 2023.

 P. J. Connelly, Mayor

Attest:

 Valerie Shiuwegar, City Clerk

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

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

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

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

WHEREAS, the Additional Improvements consist of a new 115 kV transmission line from the Mt. Pleasant Substation to Sugg Parkway Substation; and

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

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

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

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

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

Section 3. The principal amount of the Debt estimated to be issued to reimburse the Commission for Expenditures for the Improvements is estimated to be not more than \$12,692,000.

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

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

Section 6. The resolution shall take effect immediately upon its passage.

Adopted this the _____ day of _____, 2023.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar
City Clerk

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

Ayes: _____

Noes: _____

* * * * *

I, Valerie Shiuwegar, City Clerk of the City of Greenville, North Carolina DO HEREBY CERTIFY that the foregoing is a true copy of such much of the proceedings of the City Council of said City at a regular meeting held on _____, 2023 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 HERBY 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 _____ day of _____, 2023.

City Clerk

[SEAL]



City of Greenville, North Carolina

Meeting Date: 01/09/2023

Title of Item: Greenville Utilities Commission-Proposed New Monitoring Well Locations on City of Greenville Parcels 83085, 51497 and 12440

Explanation: Greenville Utilities Commission ("GUC") currently has two ground water monitoring wells located on City of Greenville's ("City") parcel 83085 and has an agreement to indemnify and hold the City harmless for claims, damages or costs associated with GUC's placement, use, and results of monitoring well activities on City parcel 83085.

After GUC's last sampling in June 2022, GUC's consultant and the State are requesting additional well locations be added to further define the MTBE plume in the east and/or south on City of Greenville parcels 83085, 51497 and 12440. Attachment A captures three (3) proposed new monitoring well locations, commonly known as Meadowbrook Parks and Recreation Complex, Dudley, and Lot 16 Dudley-Ben Jess WL, north of the Tar River and immediately adjacent to property commonly known as the Greenville Community Christian Church.

Based on the addition of three (3) new monitoring wells, GUC is providing the City with an additional agreement to indemnify and hold the City harmless for claims, damages or costs associated with GUC's placement, use, and results of monitoring well activities on City parcels 83085, 51497 and 12440.

Fiscal Note: There will be no fiscal impact on the City.

Recommendation: Recommend for City Council to approve GUC's request for three (3) new monitoring wells located on City parcels 83085, 51497 and 12440 and authorize the City Manager to sign the indemnification and hold harmless agreement applicable to GUC's activities on City parcels 83085, 51497 and 12440.

ATTACHMENTS

-  [Indemnification and Hold Harmless Agreement \(Monitoring Well\).pdf](#)
-  [Exhibit A - Locations for Proposed New Monitoring Wells.pdf](#)
-  [Exhibit B- Summary of New Groundwater Analytical Results.pdf](#)

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Greenville Utilities Commission hereby agrees to indemnify and hold harmless the City of Greenville and its officers and employees from and against any and all claims, damages, or costs associated with the placement, use, and results of monitoring wells at three (3) locations shown on the attached aerial photo across property owned by the City of Greenville which is commonly known as Meadowbrook Parks & Recreation Complex, Dudley, and LOT 16 Dudley-Ben Jess WL, north of the Tar River and immediately adjacent to property commonly known as the Greenville Community Christian Church property, said claims, damages, or costs to include, but not be limited to, any remediation or other action required to be undertaken as a result of the placement, use, and results of the monitoring wells whether or not such action relates to the contamination caused by a petroleum/gasoline spill which occurred in December of 1988, and for which Greenville Utilities Commission has undertaken monitoring and remediation of such petroleum/gasoline spill since that time under the auspices of the North Carolina Department of Environmental Health & Natural Resources (NCDENR). The parties agree that the monitoring is necessary for Greenville Utilities Commission to determine the extent of the contamination pluma and to continue to monitor and remediate the site of the petroleum/gasoline spill which occurred in December of 1988 of that property then commonly known as the Blount Petroleum Property/Thrifty Mart Convenience Store, located north of the Greenville Community Christian Church property, and now commonly known as Wilco-Hess convenience store.

For and in consideration of such indemnification and Hold Harmless Agreement from Greenville Utilities Commission to the City of Greenville, the City of Greenville hereby grants permission to Greenville Utilities Commission to go upon City of Greenville property as indicated in Exhibit "A" which is attached hereto and made a part hereof, for the purpose of monitoring the following compounds: Benzene, Toluene, Ethyl Benzana, Xylenes, and MTBE and IPE, all as shown on the Summary of New Groundwater Analytical Results, which is marked Exhibit "B" and is attached hereto and made a part hereof.

This the _____ day of _____, 2023.

GREENVILLE UTILITIES COMMISSION
OF THE CITY OF GREENVILLE, NORTH CAROLINA

By: _____
Anthony C. Cannon, General Manager/CEO

[SEAL]

Attest:

Amy Wade, Executive Secretary

Approved as to Form:

Phillip R. Dixon, General Counsel

CITY OF GREENVILLE

By: _____
Ann E. Wall, City Manager

Approved as to Form:

Emanuel D. McGirt, City Attorney

NORTH CAROLINA
PITT COUNTY

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

WITNESS my hand and official stamp or seal, this the _____ day of _____, 2023.

Notary Public

My Commission Expires: _____

NORTH CAROLINA
PITT COUNTY

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that Ann E. Wall, City Manager, City of Greenville, North Carolina, known to me to be the same person whose name is subscribed to the foregoing Agreement, appeared before me this day in person and acknowledged that she signed the said Agreement as her free and voluntary act for the uses and purposes therein stated.

WITNESS my hand and official stamp or seal, this the _____ day of _____, 2023.

Notary Public

My Commission Expires: _____

Table 2. Summary of Groundwater Sample Analytical Results

McThrift Mart Food Store #4 (Blount Petroleum) Greenville, Pitt County Incident #: 3862

<i>April 2022 15A NCAC 2L Groundwater Quality Standards are Listed Inside () under the Compound</i>								
Well ID Number	Sample Date	Benzene (1)	Toluene (600)	Ethylbenzene (600)	Xylenes (500)	Naphthalene (6)	MTBE (20)	IPE (70)
MW1	6/5/2008	<1.0	<1.0	<1.0	<1.0	NA	<400	<5.0
	2/4/2009	<1.0	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	8/4/2009	<1.0	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	2/17/2010	<1.0	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	8/11/2010	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	10/6/2010	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	2/7/2011	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	8/15/2011	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	2/21/2012	<1.0	<1.0	<1.0	<3.0	NA	<1.0	<1.0
	10/22/2012	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	7/16/2013	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	4/8/2014	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	1/19/2015	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	1/13/2016	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	1/18/2017	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	4/30/2018	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
7/25/2019	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0	
3/10/2021	<0.048	<0.044	<0.061	<0.044	<0.19	<0.042	<0.50	
6/29/2022				NF				
MW3	6/5/2008	410	5700	2200	17,800	NA	<50	<50
	2/4/2009	270	4300	1900	13,900	NA	<50	<50
	8/4/2009	300	5500	1700	16,000	NA	<50	<50
	2/16/2010	14	130	140	1650	NA	<50	<50
	8/11/2010	290	9300	2300	19,000	NA	<50	<50
	10/6/2010	180	2700	1000	15,600	NA	<200	<200
	2/8/2011	36	710	410	4500	NA	<200	<200
	8/15/2011	230	3900	1500	14,000	NA	<20	<20
	2/21/2012	109	1450	674	7400	NA	1.1	<1.0
	10/23/2012	240	3600	1400	15,000	NA	2.2 J	<20
	7/15/2013	300	3700	1200	15,000	NA	<250	<250
	4/9/2014	56	1100	460	6700	NA	<250	<250
	1/19/2015	51	500	470	5100	NA	<250	<250
	1/13/2016	38	490	270	2900	NA	<250	<250
	1/18/2017	6.3	130	140	2200	NA	<250	<250
	4/30/2018	25	690	280	4700	NA	<250	<250
7/25/2019	<50	620	240	4400	NA	<500	<500	
3/10/2021	<0.048	15	11	106	50	<0.042	<0.50	
6/29/2022	20	400	210	2400	400	<1.4	<5.0	
MW4R	6/6/2008	100	3.9 J	170	136	NA	51	<20
	2/5/2009	21	0.92 J	5.8	14	NA	16	<0.50
	8/4/2009	21	0.50 J	4.1	15	NA	6.6	<0.50
	2/17/2010	26	64	65	279	NA	4.7 J	<0.50
	8/11/2010	22	3.1	46	75	NA	<0.50	<0.50
	10/6/2010	22	64	84	284	NA	<20	<20
	2/8/2011	14	20	88	112	NA	6.3 J	<10
	8/16/2011	24	1.6 J	9.6	8.9	NA	3.1 J	<10
	2/20/2012	13	2.8	8.0	27	NA	2.1	<1.0
	10/22/2012	20	0.56 J	5.2	3.0	NA	1.6 J	<0.50
	7/15/2013	11	0.97 J	6.2	25	NA	1.2 J	<0.50
	4/9/2014	6.2	0.51 J	<1.0	5.0	NA	1.8 J	<0.50
	1/19/2015	5.2	13	45	140	NA	0.92 J	<0.50
	1/12/2016	11	0.62 J	0.90 J	1.1 J	NA	1.0 J	<0.50
	1/18/2017	17	1.0	7.8	4.6	NA	1.2 J	<0.50
	4/30/2018	10	<1.0	<1.0	1.3 J	NA	1.0 J	<0.50
7/24/2019	3.9	0.87 J	2.9	2.1 J	NA	0.68 J	<0.50	
3/10/2021	1.1	0.46 J	1.1	5.6 J	58	0.60 J	<0.50	
6/29/2022	4.0	0.54	0.47 J	2.0 J	100	0.93 J	<0.50	

All concentrations in micrograms per liter (ug/L) or parts per million (ppm)

Shaded values exceed the 15A NCAC 2L standard at the time of collection

E = Estimated concentration above calibration range.

< = less than

J = estimated concentration

A = Sample originally analyzed within holding time, but 100x and 1000x dilutions performed outside of holding time

B = Analyte detected in blank

Table 2. Summary of Groundwater Sample Analytical Results

McThrift Mart Food Store #4 (Blount Petroleum) Greenville, Pitt County Incident #: 3862

April 2022 15A NCAC 2L Groundwater Quality Standards are Listed Inside () under the Compound								
Well ID Number	Sample Date	Benzene (1)	Toluene (600)	Ethylbenzene (600)	Xylenes (500)	Naphthalene (6)	MTBE (20)	IPE (70)
MW5	6/5/2008	<1.0	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	2/4/2009	<1.0	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	8/4/2009	<1.0	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	2/16/2010	<1.0	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	8/11/2010	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	10/6/2010	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	2/7/2011	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	8/15/2011	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	2/20/2012	<1.0	<1.0	<1.0	<3.0	NA	<1.0	<1.0
	10/23/2012	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	7/15/2013	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	4/8/2014	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	1/19/2015	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	1/13/2016	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	1/18/2017	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	4/30/2018	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
7/25/2019	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0	
3/10/2021	<0.048	<0.044	<0.061	<0.044	<0.19	<0.042	<0.50	
6/29/2022	<0.18	<0.22	<0.17	<0.21	<0.47	<0.14	<0.50	
MW6	6/5/2008	<1.0	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	2/4/2009	<1.0	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	8/4/2009	<1.0	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	2/16/2010	<1.0	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	8/11/2010	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	10/6/2010	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	2/7/2011	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	8/15/2011	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	2/20/2012	<1.0	<1.0	<1.0	<3.0	NA	<1.0	<1.0
	10/23/2012	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	7/16/2013	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	4/8/2014	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	1/19/2015	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	1/13/2016	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	1/18/2017	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	4/30/2018	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
7/25/2019	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0	
3/10/2021	<0.048	<0.044	<0.061	<0.044	<0.19	<0.042	<0.50	
6/29/2022	<0.18	<0.22	<0.17	<0.21	<0.47	<0.14	<0.50	
MW7R	6/5/2008	81	18	120	117	NA	12	<5.0
	2/4/2009	27	2.2	180	81	NA	7.7	<5.0
	8/4/2009	4.5	<1.0	0.75 J	0.55 J	NA	3.3 J	<5.0
	2/16/2010	9.1	6.2	<1.0	1.9 J	NA	6.1	<5.0
	8/11/2010	7.9	1.1	3.2	<3.0	NA	3.3 J	<5.0
	10/6/2010	12	1.3	2.4	36	NA	5.4	<5.0
	2/8/2011	34	<1.0	2.0	1.2 J	NA	6.2	3.5 J
	8/15/2011	47	1.3	1.3	2.5 J	NA	<5.0	1.4 J
	2/20/2012	28	<1.0	<1.0	<3.0	NA	2.4	<1.0
	10/23/2012	330	2.1	16	8.9	NA	3.9 J	1.6 J
	7/15/2013	11	0.73 J	<1.0	1.2 J	NA	1.9 J	1.0 J
	4/8/2014	94	0.97 J	<1.0	2.0 J	NA	1.6 J	0.75 J
	1/19/2015	5.9	1.2	<1.0	2.8 J	NA	2.4 J	0.55 J
	1/13/2016	38	1.1	<1.0	3.5	NA	2.7 J	<5.0
	1/18/2017	200	0.99 J	33	22	NA	1.6 J	<5.0
	4/30/2018	36	2.6	0.98 J	10	NA	2.2 J	<5.0
7/24/2019	1.9	4.2	0.69 J	1.7 J	NA	2.0 J	0.31 J	
3/10/2021	21	0.8	0.30 J	1.4 J	59	1.4	0.58	
6/29/2022	24	1.1	0.38 J	2.2	61	1.7	1.1	

All concentrations in micrograms per liter (ug/L) or parts per million (ppm)

Shaded values exceed the 15A NCAC 2L standard at the time of collection

E = Estimated concentration above calibration range.

< = less than

J = estimated concentration

A = Sample originally analyzed within holding time, but 100x and 1000x dilutions performed outside of holding time

B = Analyte detected in blank

Table 2. Summary of Groundwater Sample Analytical Results

McThrift Mart Food Store #4 (Blount Petroleum) Greenville, Pitt County Incident #: 3862

<i>April 2022 15A NCAC 2L Groundwater Quality Standards are Listed Inside () under the Compound</i>								
Well ID Number	Sample Date	Benzene (1)	Toluene (600)	Ethylbenzene (600)	Xylenes (500)	Naphthalene (6)	MTBE (20)	IPE (70)
MW8R	6/6/2008	110	2.0	3.7	5.3	NA	71	<5.0
	2/5/2009	59	1.3	2.4	3.4	NA	41	<5.0
	8/4/2009	14	<1.0	<1.0	2.6 J	NA	11	<5.0
	2/17/2010	40	1.2	2.8	10.8	NA	3.0 J	<5.0
	8/11/2010	32	1.8	1.0	4.4	NA	<5.0	<5.0
	10/6/2010	35	3.6	15	35	NA	<5.0	<5.0
	2/8/2011	110	3.1 J	4.1	7.3 J	NA	11 J	9.6 J
	8/15/2011	39	2.2 J	<4.0	9.1 J	NA	3.6 J	<20
	2/20/2012	25	<1.0	<1.0	<3.0	NA	2.1	<1.0
	10/23/2012	8.2	<1.0	<1.0	<3.0	NA	2.0 J	0.56 J
	7/15/2013	26	0.74 J	<1.0	2.8 J	NA	0.77 J	<5.0
	4/9/2014	79	1.7	5.4	3.4	NA	3.2 J	<5.0
	1/19/2015	15	<1.0	<1.0	0.90 J	NA	0.55 J	<5.0
	1/12/2016	17	<1.0	<1.0	1.1 J	NA	1.0 J	<5.0
	1/18/2017	84	2.0	9.7	6.6	NA	2.4 J	<5.0
	4/30/2018	62	2.5	9.6	7.8	NA	2.2 J	<5.0
7/24/2019	15	2.5	1.8	11	NA	1.3 J	0.30 J	
3/10/2021	20	1.3	3.5	5.0	220	1.1	<0.50	
6/29/2022	7.3	0.46 J	1.4	2.7	130	2.3	<0.50	
MW9R	6/6/2008	130	3.1	4.5	38	NA	9.2	<5.0
	2/5/2009	210	6.5	25	45	NA	14	<5.0
	8/4/2009	190	7.1	13	33	NA	11	<5.0
	2/17/2010	220	4.7	15	26	NA	12	<5.0
	8/11/2010	83	<2.0	3.8	1.9 J	NA	<10	<10
	10/6/2010	36	<1.0	3.4	3.2	NA	<5.0	<5.0
	2/8/2011	87	<2.0	8.8	23	NA	9.1 J	<10
	8/15/2011	140	20	11	190	NA	5.3 J	<10
	2/20/2012	93	1.8	8.7	24	NA	3.3	<1.0
	10/22/2012	130	2.8	9.3	300	NA	6.5	<5.0
	7/15/2013	130	2.1	3.3	20	NA	3.4 J	<5.0
	4/9/2014	93	1.5	2.8	8.1	NA	3.6 J	<5.0
	1/19/2015	59	0.92 J	3.8	7.5	NA	3.0 J	<5.0
	1/12/2016	59	1.2	12	32	NA	3.1 J	<5.0
	1/18/2017	31	0.70 J	2.1	9.3	NA	2.1 J	<5.0
	4/30/2018	35	0.81 J	5.2	6.1	NA	1.4 J	<5.0
7/24/2019	16	0.43 J	<1.0	1.9 J	NA	1.1 J	<5.0	
3/10/2021	36	1.5 B	4.4	10	200	1.3	<0.50	
6/29/2022	12	0.52	0.99	2.8	140	1.4	<0.50	
MW10R	6/6/2008	<1.0	<1.0	<1.0	<3.0	NA	280	<5.0
	2/5/2009	<1.0	<1.0	<1.0	<3.0	NA	170	<5.0
	8/4/2009	<1.0	<1.0	<1.0	<3.0	NA	260	<5.0
	2/17/2010	190	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	8/11/2010	<0.50	<1.0	<1.0	<3.0	NA	190	<5.0
	10/6/2010	<2.0	<4.0	<4.0	<12	NA	210	<5.0
	2/8/2011	<1.0	<2.0	<2.0	<6	NA	190	<10
	8/16/2011	<1.0	<2.0	<2.0	<6	NA	170	<10
	2/21/2012	<1.0	<1.0	<1.0	<3.0	NA	113	<1.0
	10/23/2012	<0.50	<1.0	<1.0	<3.0	NA	130	<5.0
	7/15/2013	<0.50	<1.0	<1.0	<3.0	NA	130	<5.0
	4/9/2014	<0.50	<1.0	<1.0	<3.0	NA	290	<5.0
	1/19/2015	<0.50	<1.0	<1.0	<3.0	NA	220	<5.0
	1/12/2016	<0.50	<1.0	<1.0	<3.0	NA	170	<5.0
	1/18/2017	<0.50	<1.0	<1.0	<3.0	NA	140	<5.0
	4/30/2018	<0.60	0.54 J	<1.0	<3.0	NA	90	<6.0
7/24/2019	<0.50	<1.0	<1.0	<3.0	NA	73	<5.0	
3/10/2021	<0.048	<0.044	<0.061	0.35 J B	<0.19	57	<0.50	
6/29/2022	<0.18	<0.22	<0.17	<0.21	<0.47	78	<0.50	

All concentrations in micrograms per liter (ug/L) or parts per million (ppm)

Shaded values exceed the 15A NCAC 2L standard at the time of collection

E = Estimated concentration above calibration range.

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A = Sample originally analyzed within holding time, but 100x and 1000x dilutions performed outside of holding time

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Table 2. Summary of Groundwater Sample Analytical Results

McThrift Mart Food Store #4 (Blount Petroleum) Greenville, Pitt County Incident #: 3862

<i>April 2022 15A NCAC 2L Groundwater Quality Standards are Listed Inside () under the Compound</i>								
Well ID Number	Sample Date	Benzene (1)	Toluene (600)	Ethylbenzene (600)	Xylenes (500)	Naphthalene (6)	MTBE (20)	IPE (70)
MW11R	6/6/2008	72	<1.0	2.3	<3.0	NA	950	5.8
	2/5/2009	<1.0	<1.0	<1.0	<3.0	NA	580	3.5 J
	8/4/2009	<1.0	<1.0	<1.0	<3.0	NA	940	4.4 J
	2/17/2010	<1.0	<1.0	<1.0	<3.0	NA	910	4.9 J
	8/12/2010	<5.0	<10	<10	<30	NA	950	<50
	10/6/2010	<5.0	<10	<10	<30	NA	910	<50
	2/7/2011	<5.0	<10	<10	<30	NA	940	<50
	8/16/2011	<5.0	<10	<10	<30	NA	1,000	<50
	2/21/2012	<1.0	<1.0	<1.0	<3.0	NA	724	1.7
	10/22/2012	<5.0	<10	<10	<30	NA	920	<50
	7/16/2013	<0.50	<1.0	<1.0	<3.0	NA	760	2.3 J
	4/8/2014	<0.50	<1.0	<1.0	<3.0	NA	1,100	2.6 J
	1/19/2015	<0.50	<1.0	<1.0	<3.0	NA	710	1.8 J
	1/12/2016	<0.50	<1.0	<1.0	<3.0	NA	490	1.6 J
	1/18/2017	<0.50	<1.0	<1.0	<3.0	NA	220	1.0 J
	4/30/2018	<0.50	<1.0	<1.0	<3.0	NA	140	0.79 J
7/24/2019	<0.50	<1.0	<1.0	<3.0	NA	140	0.92 J	
3/11/2021	<0.048	<0.044	<0.061	0.24 J B	<0.19	140	0.91	
6/29/2022	<0.18	<0.22	<0.17	<0.21	<0.47	110	0.65	
MW12R	6/6/2008	1.8	<1.0	7.0	3.6	NA	6.8	<5.0
	2/5/2009	<1.0	<1.0	<1.0	<3.0	NA	4.6 J	<5.0
	8/4/2009	<1.0	<1.0	<1.0	<3.0	NA	6.3	<5.0
	2/17/2010	<1.0	<1.0	<1.0	<3.0	NA	5.5	<5.0
	8/11/2010	1.4	<1.0	<1.0	<3.0	NA	6.4	<5.0
	10/6/2010	2.3	<1.0	<1.0	<3.0	NA	6.3	<5.0
	2/8/2011	0.72	<1.0	<1.0	<3.0	NA	4.5 J	<5.0
	8/16/2011	0.84	<1.0	<1.0	<3.0	NA	4.5 J	1.0 J
	2/20/2012	1.5	<1.0	<1.0	<3.0	NA	3.9	<1.0
	10/22/2012	3.1	<1.0	<1.0	<3.0	NA	4.1 J	1.0 J
	7/15/2013	3.1	<1.0	<1.0	<3.0	NA	3.6 J	0.64 J
	4/9/2014	<0.50	<1.0	<1.0	<3.0	NA	4.7 J	0.77 J
	1/19/2015	2.8	<1.0	<1.0	<3.0	NA	2.5 J	<1.0
	1/12/2016	0.76	<1.0	<1.0	<3.0	NA	1.8 J	<1.0
	1/18/2017	0.93	<1.0	<1.0	<3.0	NA	3.1 J	<1.0
	4/30/2018	<0.50	<1.0	<1.0	<3.0	NA	1.9 J	<1.0
7/25/2019	<0.50	<1.0	<1.0	<3.0	NA	1.6 J	<5.0	
3/10/2021	0.27 J	<0.044	<0.061	<0.044	<0.19	2.5	<0.50	
6/29/2022	0.25 J	<.022	<0.17	<0.21	<0.47	2.4	<0.50	
MW13R	6/6/2008	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	2/5/2009	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	8/4/2009	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	2/17/2010	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	8/12/2010	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	10/6/2010	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	2/7/2011	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	8/16/2011	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	2/21/2012	<0.50	<1.0	<1.0	<3.0	NA	<1.0	<1.0
	10/22/2012	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	7/16/2013	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	4/9/2014	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	1/19/2015	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	1/12/2016	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	1/18/2017	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	4/30/2018	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
7/25/2019	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0	
3/11/2021	<0.048	<0.044	<0.061	<0.044	<0.19	<0.042	<0.50	
6/29/2022	<0.18	<0.22	<0.17	<0.21	<0.47	<0.14	<0.50	

All concentrations in micrograms per liter (ug/L) or parts per million (ppm)

Shaded values exceed the 15A NCAC 2L standard at the time of collection

E = Estimated concentration above calibration range.

< = less than

J = estimated concentration

A = Sample originally analyzed within holding time, but 100x and 1000x dilutions performed outside of holding time

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Table 2. Summary of Groundwater Sample Analytical Results

McThrift Mart Food Store #4 (Blount Petroleum) Greenville, Pitt County Incident #: 3862

April 2022 15A NCAC 2L Groundwater Quality Standards are Listed Inside () under the Compound								
Well ID Number	Sample Date	Benzene (1)	Toluene (600)	Ethylbenzene (600)	Xylenes (500)	Naphthalene (6)	MTBE (20)	IPE (70)
MW14	6/5/2008	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	2/5/2009	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	8/4/2009	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	2/17/2010	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	8/11/2010	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	10/6/2010	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	2/8/2011	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	8/16/2011	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	2/20/2012	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	10/22/2012	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	7/15/2013	<0.50	0.95 J	<1.0	<3.0	NA	<5.0	<5.0
	4/9/2014	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	1/19/2015	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	1/12/2016	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	1/18/2017	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	4/30/2018	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
7/25/2019	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0	
3/10/2021	<0.048	<0.044	<0.061	<0.044	<0.19	<0.042	<0.50	
6/29/2022	<0.18	<0.22	<0.17	<0.21	<0.47	<0.14	<0.50	
MW16	6/5/2008	2,000	24,000	4,000	18,100	NA	<200	<200
	2/4/2009	1,700	30,000	3,100	20,100	NA	<200	<200
	8/4/2009	1,700	36,000	4,600	26,000	NA	<200	<200
	2/16/2010	600	6,500	1,600	10,100	NA	<200	<200
	8/11/2010	1,500 A	43,000 A	4,900 A	25,000 A	NA	51	<5.0
	10/6/2010	1,000	15,000	2,300	14,100	NA	<500	<500
	2/8/2011	860	22,000	3,900	19,600	NA	<2000	<2000
	8/15/2011	770	11,000	4,300	11,000	NA	<2000	<2000
	2/21/2012	630	17,000	3,300	13,000	NA	9.5	<1.0
	10/23/2012	960	38,000	4,800	27,000	NA	<2500	<2500
	7/16/2013	750	28,000	4,600	27,000	NA	<500	<500
	4/8/2014	700	18,000	3,900	14,000	NA	<500	<500
	1/19/2015	620	19,000	3,000	18,000	NA	<500	<500
	1/13/2016	290	7,000	2,300	10,000	NA	<500	<500
	1/18/2017	310	17,000	3,900	20,000	NA	<500	<500
	4/30/2018	420	23,000	4,600	28,000	NA	<500	<500
7/25/2019	280	12,000	3,500	18,000	NA	<500	<500	
3/10/2021	170	6,200	2,200	11,000	490	<4.2	<50	
6/29/2022	91	3,200	2,200	9,300	1,100	<14	<50	
MW17	6/6/2008	<1.0	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	2/5/2009	<1.0	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	8/4/2009	<1.0	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	2/17/2010	<1.0	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	8/12/2010	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	10/6/2010	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	2/7/2011	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	8/16/2011	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	2/21/2012	<1.0	<1.0	<1.0	<3.0	NA	<1.0	<1.0
	10/22/2012	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	7/16/2013	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	4/8/2014	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	1/19/2015	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	1/12/2016	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	1/18/2017	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	4/30/2018	<0.50	<1.0	<1.0	0.50 J	NA	<5.0	<5.0
7/24/2019	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0	
3/11/2021	<0.048	<0.044	<0.061	<0.044	<0.19	<0.042	<0.50	
6/29/2022	<0.18	<0.22	<0.17	<0.21	<0.47	0.25 J	<0.50	

All concentrations in micrograms per liter (ug/L) or parts per million (ppm)

Shaded values exceed the 15A NCAC 2L standard at the time of collection

E = Estimated concentration above calibration range.

< = less than

J = estimated concentration

A = Sample originally analyzed within holding time, but 100x and 1000x dilutions performed outside of holding time

B = Analyte detected in blank

Table 2. Summary of Groundwater Sample Analytical Results

McThrift Mart Food Store #4 (Blount Petroleum) Greenville, Pitt County Incident #: 3862

<i>April 2022 15A NCAC 2L Groundwater Quality Standards are Listed Inside () under the Compound</i>								
Well ID Number	Sample Date	Benzene (1)	Toluene (600)	Ethylbenzene (600)	Xylenes (500)	Naphthalene (6)	MTBE (20)	IPE (70)
MW18	6/6/2008	7.7	1.7	24	23	NA	390	<5.0
	2/5/2009	<1.0	<1.0	<1.0	<3.0	NA	27	<5.0
	8/4/2009	1.5	<1.0	<1.0	<3.0	NA	29	<5.0
	2/17/2010	47	1.3	7.0	4.9	NA	19	<5.0
	8/11/2010	1.4	<1.0	<1.0	<3.0	NA	18	<5.0
	10/6/2010	51	1.6	7.3	21	NA	15	<5.0
	2/8/2011	14	<1.0	2.8	<3.0	NA	12	<5.0
	8/15/2011	<0.50	<1.0	<1.0	<3.0	NA	8.5	<5.0
	2/20/2012	1.2	4.4	1.1	4.3	NA	5.0	<1.0
	10/23/2012	<0.50	<1.0	<1.0	<3.0	NA	9.3	0.51 J
	7/15/2013	19	0.78 J	4.4	1.5 J	NA	6.4	<5.0
	4/9/2014	0.99	<1.0	<1.0	<3.0	NA	4.8 J	<5.0
	1/19/2015	8.4	<1.0	1.7	<3.0	NA	2.8 J	<5.0
	1/12/2016	<0.50	<1.0	<1.0	<3.0	NA	2.6 J	<5.0
	1/18/2017	<0.50	<1.0	<1.0	<3.0	NA	2.0 J	<5.0
	4/30/2018	0.8	<1.0	<1.0	0.56 J	NA	2.1 J	<5.0
7/24/2019	2.0	<1.0	<1.0	<3.0	NA	1.3 J	<5.0	
3/10/2021	25	0.98	7.7	3.58	90	1.8	<0.50	
6/29/2022	<0.18	<0.22	<0.17	<0.21	<0.47	1.1	<0.50	
MW19	6/6/2008	<1.0	<1.0	<1.0	<3.0	NA	7.0	<5.0
	2/5/2009	<1.0	<1.0	<1.0	<3.0	NA	7.7	<5.0
	8/4/2009	<1.0	<1.0	<1.0	<3.0	NA	3.6 J	<5.0
	2/17/2010	<1.0	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	8/11/2010	<0.50	<1.0	<1.0	<3.0	NA	4.6 J	<5.0
	10/6/2010	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	2/8/2011	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	8/15/2011	<0.50	<1.0	<1.0	<3.0	NA	69	<5.0
	2/20/2012	<1.0	2.6	<1.0	<3.0	NA	32	<1.0
	10/23/2012	<0.50	<1.0	<1.0	<3.0	NA	120	<5.0
	7/15/2013	<0.50	<1.0	<1.0	<3.0	NA	9.1	<5.0
	4/9/2014	<0.50	<1.0	<1.0	<3.0	NA	22	<5.0
	1/19/2015	<0.50	<1.0	<1.0	<3.0	NA	3.9 J	<5.0
	1/12/2016	<0.50	<1.0	<1.0	<3.0	NA	12	<5.0
	1/18/2017	<0.50	<1.0	<1.0	<3.0	NA	60	<5.0
	4/30/2018	<0.50	<1.0	<1.0	<3.0	NA	5.2	<5.0
7/24/2019	<0.50	<1.0	<1.0	<3.0	NA	11	0.37 J	
3/10/2021	<0.048	<0.044	<0.061	<0.044	<0.19	1.6	<0.50	
6/29/2022	<0.18	<0.22	<0.17	<0.21	<0.47	3.8	<0.50	
MW20	6/6/2008	<1.0	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	2/5/2009	<1.0	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	8/4/2009	<1.0	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	2/17/2010	<1.0	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	8/11/2010	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	10/6/2010	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	2/8/2011	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	8/16/2011	<0.50	<1.0	<1.0	<3.0	NA	0.52 J	<5.0
	2/20/2012	<1.0	1.8	<1.0	<3.0	NA	<1.0	<1.0
	10/22/2012	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	7/15/2013	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	4/9/2014	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	1/19/2015	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	1/12/2016	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	1/18/2017	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	4/30/2018	<0.60	<1.0	<1.0	0.50 J	NA	<5.0	<5.0
7/25/2019	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0	
3/10/2021	<0.048	<0.044	<0.061	<0.044	<0.19	<0.042	<0.50	
6/29/2022	<0.18	<0.22	<0.17	<0.21	<0.47	<0.14	<0.50	

All concentrations in micrograms per liter (ug/L) or parts per million (ppm)

Shaded values exceed the 15A NCAC 2L standard at the time of collection

E = Estimated concentration above calibration range.

< = less than

J = estimated concentration

A = Sample originally analyzed within holding time, but 100x and 1000x dilutions performed outside of holding time

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Table 2. Summary of Groundwater Sample Analytical Results

McThrift Mart Food Store #4 (Blount Petroleum) Greenville, Pitt County Incident #: 3862

April 2022 15A NCAC 2L Groundwater Quality Standards are Listed Inside () under the Compound								
Well ID Number	Sample Date	Benzene (1)	Toluene (600)	Ethylbenzene (600)	Xylenes (500)	Naphthalene (6)	MTBE (20)	IPE (70)
MW21	6/6/2008	270	<40	<40	<120	NA	13,000	<200
	2/5/2009	160	<40	<40	<120	NA	17,000	<200
	8/4/2009	73	<40	<40	<120	NA	16,000	<200
	2/17/2010	<40	<40	<40	<120	NA	9,100	<200
	8/12/2010	<0.50	<1.0	<1.0	<3.0	NA	9,600 A	28
	10/6/2010	<50	<100	<100	<300	NA	7,500	<500
	2/7/2011	<50	<100	<100	<300	NA	6,300	<500
	8/16/2011	<50	<100	<100	<300	NA	6,900	<500
	2/21/2012	<1.0	1.3	<1.0	<3.0	NA	2,770	3.3
	10/22/2012	<50	<100	<100	<300	NA	1,700	<500
	7/16/2013	<50	<100	<100	<300	NA	980	<500
	4/8/2014	<2.5	<5.0	<5.0	<15	NA	1,400	<25
	1/19/2015	<2.5	<5.0	<5.0	<15	NA	320	0.96 J
	1/12/2016	<0.50	<1.0	<1.0	<3.0	NA	320	1.2
	1/18/2017	<0.50	<1.0	<1.0	<3.0	NA	60	<5.0
	4/30/2018	<0.60	<1.0	<1.0	<3.0	NA	43	<6.0
	7/24-25/2019	NF						
3/11/2021	<0.048	<0.044	<0.061	<0.044	<0.19	14	<0.50	
6/29/2022	<0.18	<0.22	<0.17	<0.21	<0.47	11	<0.50	
MW22	2/5/2009	<1.0	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	8/4/2009	<1.0	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	2/17/2010	<1.0	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	8/12/2010	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	10/6/2010	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	2/7/2011	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	8/16/2011	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	2/21/2012	<1.0	1.0	<1.0	<3.0	NA	<1.0	<1.0
	7/30/2012	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	10/22/2012	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	7/16/2013	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	4/8/2014	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	1/19/2015	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	1/12/2016	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	1/18/2017	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	4/30/2018	<0.50	<1.0	<1.0	<3.0	NA	1.6 J	<5.0
	7/24/2019	<0.50	<1.0	<1.0	<3.0	NA	0.87 J	<5.0
3/11/2021	<0.048	<0.044	<0.061	<0.044	<0.19	21	<0.50	
6/29/2022	<0.18	<0.22	<0.17	<0.21	<0.47	19.5	<0.50	
MW23	2/5/2009	<1.0	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	8/4/2009	<1.0	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	2/17/2010	<1.0	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	8/12/2010	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	10/6/2010	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	2/7/2011	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	8/16/2011	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	2/21/2012	<1.0	<1.0	<1.0	<3.0	NA	<1.0	<1.0
	7/30/2012	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	10/22/2012	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	7/16/2013	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	4/8/2014	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	1/19/2015	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	1/12/2016	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	1/18/2017	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	4/30/2018	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	7/24/2019	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
3/11/2021	<0.048	<0.044	<0.061	<0.044	<0.19	<0.042	<0.50	
6/29/2022	<0.18	<0.22	<0.17	<0.21	<0.47	<0.14	<0.50	

All concentrations in micrograms per liter (ug/L) or parts per million (ppm)

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April 2022 15A NCAC 2L Groundwater Quality Standards are Listed Inside () under the Compound								
Well ID Number	Sample Date	Benzene (1)	Toluene (600)	Ethylbenzene (600)	Xylenes (500)	Naphthalene (6)	MTBE (20)	IPE (70)
C4	6/5/2008	<10	210	440	4,500	NA	<50	<50
	2/5/2009	10	140	290	2,080	NA	<50	<50
	8/4/2009	<10	150	270	2,040	NA	<50	<50
	2/16/2010	<10	79	160	1,520	NA	<50	<50
	8/11/2010	4.7	81	600	3,000	NA	<5.0	<5.0
	10/6/2010	4.8	42	160	1,400	NA	<20	16 J
	2/8/2011	2.6	3.8	25	188	NA	6.7	11
	8/16/2011	0.67	23	57	310	NA	<5.0	<5.0
	2/21/2012	<1.0	2.1	8.6	46	NA	<1.0	<1.0
	10/22/2012	<0.50	8.5	9.4	64	NA	<5.0	<5.0
	7/16/2013	<0.50	6.2	5.5	38	NA	<5.0	<5.0
	4/9/2014	<0.50	1.6	0.80 J	4.9	NA	<5.0	<5.0
	1/19/2015	<0.50	18	73	380	NA	<5.0	<5.0
	1/13/2016	<0.50	2.4	11	62	NA	<5.0	<5.0
	1/18/2017	<0.50	0.97 J	14	57	NA	<5.0	<5.0
	4/30/2018	<0.50	<1.0	20	81	NA	<5.0	<5.0
7/25/2019	0.28 J	5.7	37	130	NA	<5.0	<5.0	
3/10/2021	<0.048	<0.044	14	75	22	<0.042	<0.50	
6/29/2022	<0.18	1.2	21	50	21	<0.14	<0.50	
C9	6/5/2008	<1.0	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	2/5/2009	1.0	<1.0	<1.0	<3.0	NA	4.3 J	<5.0
	8/4/2009	<1.0	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	2/16/2010	<1.0	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	8/11/2010	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	10/6/2010	<0.50	<1.0	<1.0	7.1	NA	<5.0	<5.0
	2/8/2011	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	8/16/2011	0.85	<1.0	1.7	6.3	NA	3.5 J	<5.0
	2/21/2012	<1.0	<1.0	<1.0	<3.0	NA	<1.0	<5.0
	10/22/2012	<0.50	<1.0	<1.0	1.8 J	NA	<5.0	<5.0
	7/16/2013	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	4/9/2014	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	1/19/2015	0.80	<1.0	<1.0	<3.0	NA	0.77 J	<5.0
	1/13/2016	1.2	<1.0	<1.0	0.55 J	NA	1.3 J	<5.0
	1/18/2017	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	4/30/2018	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
7/25/2019	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0	
3/10/2021	<0.048	<0.044	<0.061	<0.044	<0.19	<0.042	<0.50	
6/29/2022	0.26 J	0.66	0.42 J	3.6	1.0	<0.14	<0.50	
C10	6/5/2008	170	170	3,900	4,785	NA	<50	<50
	2/4/2009	120	350	1,000	1,210	NA	<50	<50
	8/4/2009	140	160	1,500	1,110	NA	28 J	<50
	2/17/2010	170	820	1,700	4,460	NA	<50	<50
	8/11/2010	90	190	1,900	1,510	NA	<5.0	<5.0
	10/6/2010	150	660	1,700	4,230	NA	<50	<50
	2/8/2011	150	610	2,000	2,840	NA	<200	<200
	8/15/2011	110	48	1,700	400	NA	<200	<200
	2/21/2012	83	127	1,270	1,544	NA	13	<1.0
	10/23/2012	82	110	1,300	1,300	NA	<100	<100
	7/16/2013	76	280	1,600	1,900	NA	<100	<100
	4/8/2014	110	210	1,300	2,100	NA	13 J	<100
	1/19/2015	91	200	1,400	1,800	NA	<100	<100
	1/13/2016	64	80	910	1,200	NA	<100	<100
	1/18/2017	54	130	1,300	1,400	NA	6.6 J	<100
	4/30/2018	54	36	740	780	NA	<100	<100
	7/25/2019	58	28	780	460	NA	<5.0	<5.0
	3/11/2021	47	76	670	850	580	2.4 J	<5.0
6/29/2022	36	4.9 J	350	150	1000	3.2 J	<5.0	

All concentrations in micrograms per liter (ug/L) or parts per million (ppm)

Shaded values exceed the 15A NCAC 2L standard at the time of collection

E = Estimated concentration above calibration range.

< = less than

J = estimated concentration

A = Sample originally analyzed within holding time, but 100x and 1000x dilutions performed outside of holding time

B = Analyte detected in blank

Table 2. Summary of Groundwater Sample Analytical Results

McThrift Mart Food Store #4 (Blount Petroleum) Greenville, Pitt County Incident #: 3862

<i>April 2022 15A NCAC 2L Groundwater Quality Standards are Listed Inside () under the Compound</i>								
Well ID Number	Sample Date	Benzene (1)	Toluene (600)	Ethylbenzene (600)	Xylenes (500)	Naphthalene (6)	MTBE (20)	IPE (70)
C13	6/5/2008	440	120	3,200	5,960	NA	84	<50
	2/4/2009	380	230	2,400	3,600	NA	41 J	<50
	8/4/2009	390	180	2,900	5,420	NA	<50	<50
	2/16/2010	180	130	2,000	4,010	NA	<50	<50
	8/11/2010	350	130	2,600	2,850	NA	<5.0	<5.0
	10/6/2010	150	76	1,500	2,630	NA	<50	<50
	2/8/2011	290	240	2,200	3,340	NA	<200	<200
	8/15/2011	250	<40	2,300	730	NA	<200	<200
	2/21/2012	15	9.9	135	191	NA	<1.0	<1.0
	10/23/2012	94	<40	880	280	NA	<200	<200
	7/16/2013	120	<40	1,000	290	NA	<200	<200
	4/8/2014	88	<40	640	120	NA	<200	<200
	1/19/2015	95	11	1,300 E	320	NA	<200	<200
	1/13/2016	44	<40	970	93	NA	<200	<200
	1/18/2017	26	<40	810	60	NA	<200	<200
	4/30/2018	14	0.85 J	330	17	NA	<200	<200
7/25/2019	35	3.9	750	79	NA	1.8 J	<5.0	
3/11/2021	9.1	2.8	182	10	170	1.5	<0.50	
6/29/2022	21	1.8	170	2.6	660	5.9	<0.50	
C14	6/5/2008	62	11	220	598	NA	78	<5.0
	2/5/2009	54	4.9	150	232	NA	84	<5.0
	8/4/2009	88	4.7	150	79	NA	120	<5.0
	2/16/2010	3.3	1.8	23	204	NA	5.0	<5.0
	8/11/2010	74	5.3	120	128	NA	140	<5.0
	10/6/2010	2.1	<1.0	12	125	NA	44	<5.0
	2/8/2011	45	7.0	63	155	NA	78	<10
	8/15/2011	110	4.7	100	90	NA	130	<10
	2/21/2012	34	2.1	27	39	NA	53	<1.0
	10/23/2012	82	1.0	47	32	NA	99	0.70 J
	7/16/2013	9.8	1.0	9.4	21	NA	7.8	<5.0
	4/9/2014	29	1.0	34	38	NA	11	<5.0
	1/19/2015	6.5	0.66 J	33	81	NA	3.0 J	<5.0
	1/13/2016	3.4	<1.0	28	51	NA	<5.0	<5.0
	1/18/2017	5.7	<1.0	12	14	NA	4.6 J	<5.0
	4/30/2018	1.5	<1.0	4.4	5.1	NA	6.0	<5.0
7/24-25/2019				NF				
3/10-11/2021				NF				
6/29/2022				NF				

All concentrations in micrograms per liter (ug/L) or parts per million (ppm)

Shaded values exceed the 15A NCAC 2L standard at the time of collection

E = Estimated concentration above calibration range.

A = Sample originally analyzed within holding time, but 100x and 1000x dilutions performed outside of holding time

B = Analyte detected in blank

< = less than

J = estimated concentration

Table 2. Summary of Groundwater Sample Analytical Results

McThrift Mart Food Store #4 (Blount Petroleum) Greenville, Pitt County Incident #: 3862

April 2022 15A NCAC 2L Groundwater Quality Standards are Listed Inside () under the Compound								
Well ID Number	Sample Date	Benzene (1)	Toluene (600)	Ethylbenzene (600)	Xylenes (500)	Naphthalene (6)	MTBE (20)	IPE (70)
SP6S	6/5/2008	120	<1.0	500	14	NA	30	6.4
	2/9/2009	290	<1.0	1,100	98	NA	27	<5.0
	8/4/2009	93	<1.0	460	12	NA	14	8.1
	2/16/2010	260	<1.0	1,300	227	NA	11	5.3
	8/11/2010	110	<1.0	860	82	NA	10	<5.0
	10/6/2010	190	<1.0	1,000	91	NA	18 J	<50
	2/8/2011	200	<1.0	930	155	NA	<50	32 J
	8/15/2011	160	<1.0	46	22 J	NA	<50	<50
	2/21/2012	115	<1.0	19	44	NA	4.7	1.0
	10/23/2012	92	<1.0	26	11 J	NA	3.8 J	<25
	7/15/2013	110	2.8 J	22	13 J	NA	4.0 J	<25
	4/9/2014	120	6.6	47	75	NA	12 J	<25
	1/19/2015	64	<5.0	15	55	NA	3.8 J	<25
	1/13/2016	74	3.5	100	36	NA	<5.0	<5.0
	1/18/2017	49	3.4	480	300	NA	<5.0	<5.0
	4/30/2018	40	5.2	77	63	NA	<5.0	<5.0
7/25/2019	42	2.2	28	7.4	NA	<5.0	0.26 J	
3/10/2021	32	41	200	240	640	<0.42	<5.0	
6/29/2022	36	2.4	37	11	580	<0.14	<0.50	
SP6D	6/5/2008	1.7	<1.0	2.6	5.9	NA	6.4	<5.0
	2/9/2009	<1.0	<1.0	<1.0	<3.0	NA	<1.0	<5.0
	8/4/2009	<1.0	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	2/16/2010	<1.0	<1.0	<1.0	<3.0	NA	9.0	<5.0
	8/11/2010	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	10/6/2010	<0.50	<1.0	1.7	<3.0	NA	<5.0	<5.0
	2/8/2011	<0.50	<1.0	<1.0	<3.0	NA	<5.0	<5.0
	8/15/2011	<0.50	<1.0	<1.0	<3.0	NA	1.4 J	<5.0
	2/21/2012	<1.0	<1.0	1.6	<3.0	NA	<1.0	<1.0
	10/23/2012	<0.50	<1.0	<1.0	<3.0	NA	3.0 J	0.73 J
	7/16/2013	4.9	<1.0	<1.0	<3.0	NA	0.95 J	<5.0
	4/9/2014	5.5	<1.0	<1.0	<3.0	NA	0.92 J	<5.0
	1/19/2015	3.8	1.1	<1.0	2.2 J	NA	1.1 J	<5.0
	1/13/2016	13	<1.0	0.63 J	1.9 J	NA	2.0 J	1.0 J
	1/18/2017	10	<1.0	<1.0	1.3 J	NA	1.3 J	0.63 J
	4/30/2018	17	<1.0	<1.0	<3.0	NA	0.85 J	<5.0
7/25/2019	25	0.68 J	0.97 J	3.8	NA	1.8 J	0.30 J	
3/11/2021	23	0.71	1.4	1.9 J	130	1.4	<0.50	
6/29/2022	20	0.41 J	0.57	2.2	99	3.3	<0.50	

All concentrations in micrograms per liter (ug/L) or parts per million (ppm)

Shaded values exceed the 15A NCAC 2L standard at the time of collection

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E = Estimated concentration above calibration range.

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A = Sample originally analyzed within holding time, but 100x and 1000x dilutions performed outside of holding time

B = Analyte detected in blank



City of Greenville, North Carolina

Meeting Date: 01/09/2023

Title of Item: Request for Additional Funding, Supplemental Municipal Agreement with NCDOT, and Supplemental Agreement with Fred Smith Company to finalize the South Tar River Greenway Phase 3B Project

Explanation: As presented to Council on March 14, 2022, during construction of the South Tar River Greenway Phase 3B Project, crews for the City's contractor, Fred Smith Company (FSC), discovered an unanticipated conflict between proposed underground steel pilings and an existing sanitary sewer pipe within the CSX railroad right-of-way (ROW). This conflict, particularly in light of its location within CSX railroad ROW, has required extensive coordination among City staff, the construction contractor, Greenville Utilities, SEPI, Inc., CSX, AECOM working on behalf of CSX, and Kimley-Horn, the design engineer.

After thorough investigations by the City and GUC, including multiple field meetings with the aforementioned entities, the team determined the exact location and length of sanitary sewer pipe in conflict with the proposed improvements. Numerous discussions followed, attempting to identify alternative solutions that didn't require redesigning the proposed pile locations and associated reinforced concrete slab since this would require another review process with CSX. Despite these efforts, it was determined that shifting the conflicting pile locations was the least impactful option. Other options included GUC relocating the existing sewer line and converting concrete path to asphalt.

City staff and Kimley-Horn discussed the services necessary to perform the redesign, which included surveys, geotechnical research, structure design, drafting, railroad review coordination, and final revised plan sheets. This process, including review and approval by CSX, was completed in December 2021.

While this process was underway, the contractor continued construction of greenway improvements in other areas outside the sanitary sewer conflict. This work was completed and accepted in October 2022.

The remaining portion of greenway to be constructed is approximately 400 feet adjacent to and under the CSX Railroad, and will connect to the existing greenway along First Street Place Apartments. This work includes a pile supported reinforced concrete slab, timber canopies, excavation, grading, erosion control measures, metal handrail, pavement structure, and final seeding and mulching. As expected, the contractor has submitted a supplemental agreement

(Attachment A) to complete the remaining work; staff has coordinated extensively with the contractor, working through several iterations of this agreement, to reach a final fee for the work. The supplemental agreement will increase the original contract amount by \$189,154.60; however, this work, along with additional work for extensive mowing along the project, will only exceed the original budgeted project funds by \$61,167.90. Staff submitted a request to NCDOT to cost share the additional funds needed. NCDOT agreed to the cost share and has provided a supplemental municipal agreement to document the additional funds provided. This supplemental municipal agreement with NCDOT is attached for your review (Attachment B).

Fiscal Note:

The proposed budget increase is \$61,167.90, and will be funded 80% by NCDOT (\$48,934.32) and 20% by the City (\$12,263.58). The City's portion will be funded through the Capital Reserve Fund.

Recommendation:

City Council approve the additional funding for the South Tar River Greenway Phase 3B Project in the amount of \$61,167.90, the supplemental municipal agreement for funding with NCDOT, and the supplemental agreement with Fred Smith Company to complete the remaining work.

ATTACHMENTS

-  [SA FSC Attachment A.pdf](#)
-  [SMA NCDOT Attachment B.pdf](#)



**NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
SUPPLEMENTAL AGREEMENT or FORCE ACCOUNT DOCUMENTATION**

SUPPLEMENTAL AGREEMENT NO: 9 FORCE ACCOUNT DOCUMENTATION NO: _____

PROJECT NO: ENG-2019-001 EB-5539 FEDERAL AID NO: TCSP-0220(64)

COUNTY: Pitt CONTRACT NO: WBS Element No.: 45529.3.1

CONTRACTOR: Fred Smith Company

1. **Description and Location: Revised Pile Supported Slab-** This Supplemental Agreement is written in accordance with Article 104-7 of the 2012 Standard Specifications for Roads and Structures. This agreement provides compensation to the contractor to construct the remaining portion of the project from Station 122+00 to Station 126+16.33 -L4-. This supplemental agreement creates the following line items required to perform the additional work in accordance 104-7. The pricing includes mobilization, installation, removal, materials, labor, and all other incidentals necessary to complete the work. The remaining quantities from the original contract line items listed below will be deleted from the contract. The new Line Code listed below will be full compensation for any and all work associated with each specific line item.

****Note: Any reference to Special Provisions in the new line items of this Supplemental Agreement will govern the construction and operation of that specific Line Item.**

- **Mobilization (Line Item 1)** - This line item shall be installed in accordance with the NCDOT 2012 Standard Specifications, Section 310.
 - New Line Item 152
- **Construction Surveying (Line Item 2)** - This line item shall be performed in accordance with the NCDOT 2012 Standard Specifications, Section 801. Construction surveying will be paid at the agreed unit price in the Supplemental Agreement for the work detailed in this section.
 - New Line-Item Line Item # 154
- **Grading (Line Item 3)** - This line item shall be performed in accordance with the NCDOT 2012 Standard Specifications Section 226. The work covered by this section consists of work covered by sections 200,225,230,250,500, and 560, except that the above-referenced section pertaining to the measurement and payment will not apply unless specific reference is made to such.
 - New Line-Item Line Item # 155
- **Supplemental Clearing & Grubbing (Line Item 4)** - This line item shall be performed in accordance with the NCDOT 2012 Standard Specifications, Section 226.
 - New Line-Item Line Item # 156
- **Undercut Excavation (Line Item 5)** - This line item shall be performed in accordance with the NCDOT 2012 Standard Specifications, Section 226.
 - New Line-Item Line Item # 157
- **Select Granular Material (Line Item 7)** - This line item shall be performed in accordance with the NCDOT 2012 Standard Specifications, Section 226.
 - New Line-Item Line Item # 158
- **ABC (Line Item 22)** - This line item shall be performed in accordance with the NCDOT 2012 Standard Specifications, Section 520.
 - New Line-Item Line Item # 159
- **ACSC, Type S9.5B (Line Item 26)** - This line item shall be performed in accordance with the 2012 NCDOT Standard Specification Section 610.
 - New Line-Item Line Item # 160
- **Asphalt Binder for Plant Mix (Line Item 27)** - This line item shall be performed in accordance with the 2012 NCDOT Standard Specification Section 620.
 - New Line-Item Line Item # 161
- **Metal Hand Rail (Line Item 46)** - This line item shall be performed in accordance with the 2012 NCDOT Standard Specifications Section, the Special Provisions in the contract and or as directed by the Engineer. This Line Item will become
 - New Line-Item Line Item # 162
- **Adjustment of Manholes (Line Item 49)** - This line item shall be performed in accordance with the Special Provisions in the contract, the drawings and all applicable parts of the 2012 NCDOT Standard Specifications.
 - New Line-Item Line Item # 163
- **96" Chain Link Fence (Line Item 51)** - This line item shall be performed in accordance with the 2012 NCDOT Standard

Specifications Section , the Special Provisions in the contract or as directed by the Engineer.

- New Line-Item Line Item # 164
- **Geotextile for Drainage (Line Item 54)** - This line item shall be performed in accordance with the 2012 NCDOT Standard Specification Section 876.
 - New Line-Item Line Item # 165
- **Temporary Silt Fence (Line Item 67)** - This line item shall be performed in accordance with the 2012 NCDOT Standard Specification Section 1605.
 - New Line-Item Line Item # 166
- **Matting for Erosion Control (Line Item 75)** - This line item shall be performed in accordance with the 2012 NCDOT Standard Specification Section 1631.
 - New Line-Item Line Item # 167
- **1/4" Hardware Cloth (Line Item 78)** - This line item shall be performed in accordance with the 2012 NCDOT Standard Specification Section 1632.
 - New Line-Item Line Item # 168
- **Seeding & Mulching (Line Item 80)** - This line item shall be performed in accordance with the 2012 NCDOT Standard Specification Section 1660.
 - New Line-Item Line Item # 169
- **Mowing (Line Item 81)** - This line item shall be performed in accordance with the 2012 NCDOT Standard Specification Section 1660.
 - New Line-Item Line Item # 170
- **Seed for Repair Seeding (Line Item 82)** - This line item shall be performed in accordance with the 2012 NCDOT Standard Specification Section 1661.
 - New Line-Item Line Item # 171
- **Fertilizer for Repair Seeding (Line Item 83)** - This line item shall be performed in accordance with the 2012 NCDOT Standard Specification Section 1661.
 - New Line-Item Line Item # 172
- **Response for Erosion Control (Line Item 86)** - This line item shall be performed in accordance with the Special Provisions in the contract, the drawings and all applicable parts of the 2012 NCDOT Standard Specifications.
 - New Line-Item Line Item # 173
- **2" PVC Conduit (Line Item 88)** - This line item shall be performed and paid for in accordance with the Special Provisions in the contract, the drawings and all applicable parts of the 2012 NCDOT Standard Specifications.
 - New Line-Item Line Item # 174
- **Street Light Handhole (Line Item 89)** - This line item shall be performed and paid for in accordance with the Special Provisions in the contract, the drawings and all applicable parts of the 2012 NCDOT Standard Specifications.
 - New Line-Item Line Item # 175
- **Pile Supported Slab 124+30.56 -I4- (Line Item 93)** - This line item shall be performed and paid for in accordance with the Special Provisions in the contract, the drawings and all applicable parts of the 2012 NCDOT Standard Specifications.
 - New Line-Item Line Item # 176
- **Timber Canopies (Line Item 94)** - This line item shall be performed and paid for in accordance with the Special Provisions in the contract, the drawings and all applicable parts of the 2012 NCDOT Standard Specifications.
 - New Line-Item Line Item # 177

2. **Justification:** This Supplemental Agreement is being written due to the location of a sewer line that was not located where the original plans showed it to be. It will be performed by Fred Smith Company in the direction of The City of Greenville.

3. **Estimation of quantities of work resulting from change and the basis of payment:**

Line Code	Description	Unit	Negotiated or Contract Price	Field Change		Original Plan	
				Quantity	Amount	Quantity	Amount
Line Items - Original Contact							
3	Grading	LS	\$660,000.00	-0.08	-\$52,800.00	1.00	\$660,000.00
4	Supplemental Clearing and Grubbing	AC	\$3,000.00	-0.50	-\$1,500.00	0.50	\$1,500.00
5	Undercut Excavation	CY	\$50.00	-1362.40	-\$68,120.00	2690.00	\$134,500.00
22	Aggregate Base Course	TN	\$38.00	-16.48	-\$626.24	2850.00	\$108,300.00
46	Metal Handrail	LF	\$78.00	-75.00	-\$5,850.00	75.00	\$5,850.00

49	Adjustment of Manholes	EA	\$1,850.00	-2.00	-\$3,700.00	2.00	\$3,700.00
51	96" Chain Link Fence	LF	\$40.00	-290.00	-\$11,600.00	290.00	\$11,600.00
54	Geotextile for Drainage	SY	\$3.50	-316.19	-\$1,106.67	1070.00	\$3,745.00
80	Seeding & Mulching	AC	\$2,100.00	-3.57	-\$7,497.00	6.00	\$12,600.00
81	Mowing	AC	\$300.00	-2.98	-\$894.00	3.00	\$900.00
82	Seed for Repair Seeding	LB	\$13.00	-250.00	-\$3,250.00	250.00	\$3,250.00
83	Fertilizer for Repair Seeding	TN	\$1,750.00	-0.25	-\$437.50	0.25	\$437.50
86	Response for Erosion Control	EA	\$50.00	-28.00	-\$1,400.00	40.00	\$2,000.00
88	2" PVC Conduit	LF	\$3.00	-646.00	-\$1,938.00	8220.00	\$24,660.00
89	Street Light Handholes	EA	\$1,250.00	-4.00	-\$5,000.00	17.00	\$21,250.00
93	Pile Supported Slab	LS	\$534,218.00	-0.71	-\$379,294.78	1.00	\$534,218.00
94	Timber Canopies	LS	\$60,000.00	-1.00	-\$60,000.00	1.00	\$60,000.00

Line Items - SA #9

Line Code	Description	Unit	Negotiated or Contract Price	Field Change		Original Plan	
				Quantity	Amount	Quantity	Amount
152	Mobilization	LS	\$66,211.45	1.00	\$66,211.45	0.00	\$ -
154	Construction Surveying	LS	\$5,000.00	1.00	\$5,000.00	0.00	\$ -
155	Grading	LS	\$68,924.95	1.00	\$68,924.95	0.08	\$52,800.00
156	Supp. Clearing and Grubbing	AC	\$3,000.00	0.50	\$1,500.00	0.50	\$1,500.00
157	Undercut Excavation	CY	\$62.18	300.00	\$18,654.00	1362.40	\$68,120.00
158	Select Granular Material	CY	\$50.74	300.00	\$15,222.00	0.00	\$ -
159	Aggregate Base Course	TN	\$68.18	300.00	\$20,454.00	16.48	\$626.24
160	ACSC, Type S9.5B	TN	\$421.72	40.00	\$16,868.80	0.00	\$ -
161	Asphalt Binder for Plant Mix	TN	\$1,297.48	3.00	\$3,892.44	0.00	\$ -
162	Metal Handrail	LF	\$146.67	75.00	\$11,000.25	75.00	\$5,850.00
163	Adjustment of Manholes	EA	\$2,328.30	2.00	\$4,656.60	2.00	\$3,700.00

164	96" Chain Link Fence	LF	\$66.67	290.00	\$19,334.30	290.00	\$11,600.00
165	Geotextile for Drainage	SY	\$4.44	100.00	\$444.00	316.19	\$1,106.67
166	Temporary Silt Fence	LF	\$4.92	500.00	\$2,460.00	0.00	\$ -
167	Mating for Erosion Control	SY	\$3.00	300.00	\$900.00	0.00	\$ -
168	¼" Hardware Cloth	LF	\$8.00	100.00	\$800.00	0.00	\$ -
169	Seeding & Mulching	AC	\$3,660.00	3.00	\$10,980.00	3.57	\$7,497.00
170	Mowing	AC	\$533.33	1.00	\$533.33	2.98	\$894.00
171	Seed for Repair Seeding	LB	\$21.93	150.00	\$3,289.50	250.00	\$3,250.00
172	Fertilizer for Repair Seeding	TN	\$2,266.68	0.25	\$566.67	0.25	\$437.50
173	Response for Erosion Control	EA	\$666.67	5.00	\$3,333.35	28.00	\$1,400.00
174	2" PVC Conduit	LF	\$8.56	646.00	\$5,529.76	646.00	\$1,938.00
175	Street Light Handholes	EA	\$1,499.86	4.00	\$5,999.44	4.00	\$5,000.00
176	Pile Supported Slab	LS	\$431,322.11	1.00	\$431,322.11	0.71	\$379,294.78
177	Timber Canopies	LS	\$76,291.84	1.00	\$76,291.84	1.00	\$60,000.00

Total Field Change Amount: \$ 794,168.79
Total Original Plan Amount: \$ 605,014.19
Supplemental Agreement Net Underrun: \$ 0.00
Supplemental Agreement Net Overrun: \$ 189,154.60

4. **Extension of contract time (if applicable):**

- No contract time beyond that as described in Section 108-10(B)4 Pro Rata

**BASIS OF AGREEMENT BETWEEN
THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION AND CONTRACTOR**

1. The Contractor agrees to perform the work described in this Supplemental Agreement in consideration of the payment set out herein.
2. The terms and conditions of said contract are hereby ratified and remain in full force and effect except as modified by such Supplemental Agreement(s) as may heretofore have been entered into between the Department and the Contractor and as modified by this Supplemental Agreement.
3. All terms and conditions of this Supplemental Agreement are herein set out and there are no agreements relating thereto not expressed herein.
4. This Supplemental Agreement shall not constitute a release or waiver of any lawful claims that the Contractor has or may have against the Department under said contract pursuant to G.S. 136-29 except for the matters specifically covered herein.

In witness whereof, the Department and the Contractor have caused this Supplemental Agreement to be executed by their duty authorized representatives.

APPROVAL RECOMMENDED: BY: _____ <small>LOCAL GOVERNMENT OFFICIAL / SEPI ENGINEER</small> DATE: _____	CONTRACTOR: BY: _____ <small>AUTHORIZED REPRESENTATIVE</small> DATE: _____
APPROVAL RECOMMENDED: BY: _____ <small>NCDOT ENGINEER</small> DATE: _____	APPROVAL GRANTED: BY: _____ <small>NCDOT ENGINEER</small> DATE: _____

FORCE ACCOUNT DOCUMENTATION

Documentation of the authorized Force Account work shall be completed for all state and Federally Funded projects.

APPROVAL GRANTED: BY: _____ <small>RESIDENT ENGINEER</small> DATE: _____	APPROVAL GRANTED: BY: _____ <small>DIVISION ENGINEER</small> DATE: _____
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FOR CONSTRUCTION AND MATERIALS BRANCH USE ONLY

Approval of the Federal Highway Administration is is not requested

APPROVED with the understanding that Federal participation in this work, the cost of which cannot be met from Federal aid funds provided for under the now effective project agreement, will be contingent upon additional Federal aid funds being made available for the project by a modified project agreement, to be executed prior to or at the final voucher stage.

APPROVED: FEDERAL HIGHWAY ADMINISTRATION REVIEWED: CONSTRUCTION UNIT

By: _____ By: _____
 Date: _____ Date: _____

Comments: _____

ATTACHMENT B

NORTH CAROLINA
PITT COUNTY

5th SUPPLEMENTAL AGREEMENT

DATE: 1/6/2023

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: EB-5539

AND

WBS ELEMENTS: PE 45529.1.1

ROW 45529.2.1

CITY OF GREENVILLE

CON 45529.3.1

OTHER FUNDING: _____

FEDERAL-AID #: TCSP-0220(64)

CFDA #: 20.205

TOTAL SUPPLEMENTAL FUNDS [NCDOT PARTICIPATION] \$61,168

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department", and the City of Greenville, hereinafter referred to as the "Municipality."

WITNESSETH:

WHEREAS, the Department and the Municipality on 2/7/2012, entered into a certain Project Agreement for the original scope: preliminary engineering, right-of-way, and construction of a 10-ft wide asphalt paved multi-use trail with 2-ft wide granite screenings shoulders from the western terminus of the existing South Tar River Greenway at Pitt Street to Moye Boulevard, programmed under Project EB-5539; and,

WHEREAS, the Department and the Municipality entered into a Supplemental Agreement on 4/17/2014 to extend the scope, increase the funding, and update the time frame for the project; and,

WHEREAS, the Department and the Municipality entered into a Supplemental Agreement on 5/10/2016 to reduce the project scope; extend the PS&E package delivery date; and extend the project completion date; and,

WHEREAS, the Department and the Municipality entered into a Supplemental Agreement on

8/3/2018 to increase the funding and extend the completion date for the project; and,

WHEREAS, the Department and the Municipality entered into a Supplemental Agreement on 11/15/2019 to increase the funding; and,

WHEREAS, the Municipality has requested additional funding to complete the Project; and,

WHEREAS, the Department has agreed to reimburse eighty percent (80%) of eligible costs and the Municipality has agreed to participate in twenty percent (20%) of all eligible costs, plus any costs that are not eligible for reimbursement;

NOW THEREFORE, the parties wish to supplement the aforementioned Agreement whereby the following provisions are amended:

FUNDING

REIMBURSEMENT FOR ELIGIBLE ACTIVITIES

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal and state funds, the Department shall reimburse on hundred percent (100%) of costs up to \$903,000 from Enhancement funds (\$722,400) and State funds (\$180,600). The Department will reimburse eighty percent (80%) of eligible costs up to \$907,609 from TCSP funds and the Municipality shall provide a non-federal match of \$226,902. The Department will reimburse eighty percent (80%) of remaining eligible costs incurred by the Municipality. The Municipality shall provide the non-federal match of twenty percent (20%) and all costs that exceed the eligible costs. The Funding Table provides the estimated cost and the proposed funding share between the Department and the Municipality. Both parties understand that this is an estimated cost and subject to change.

ESTIMATED FUNDING TABLE

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
High Priority Projects	\$907,609	80%	\$226,902	20%
STP-EB	\$722,400	80%	\$180,600 (state)	20%
TAP (estimate)	\$2,192,125	80%	\$548,032	20%
	Total Estimated Costs		\$4,777,668	

TIME FRAME

The Municipality shall complete the Project by December 31, 2024. Completion for this Agreement is defined as completion of all construction activities, acceptance of the project, and submission of a final reimbursement package to the Department.

If additional time is needed to complete the Project, then a supplemental agreement must be executed. The Department and/or FHWA reserves the right to revoke the funds awarded if the County is unable to meet milestone dates included herein.

OTHER PROVISIONS

The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

Except as hereinabove provided, the Agreements heretofore executed by the Department and the Municipality on 2/7/2012, 4/17/2014, 5/10/2016, 8/3/2018, and 11/15/2019 are ratified and affirmed as therein provided.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

L.S. ATTEST:

CITY OF GREENVILLE

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

NCGS 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

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

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

City of Greenville

DEPARTMENT OF TRANSPORTATION

BY: _____

(CHIEF ENGINEER)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: 2/8/2023 (Date)



City of Greenville, North Carolina

Meeting Date: 01/09/2023

Title of Item: Renewal of Arctic Wolf Cyber Security Solution

Explanation: As Cyber Security continues to be a priority, it is imperative that the City of Greenville protect digital assets enabling the City to serve the community. The ability to identify, detect and respond to Cyber threats in real time, 24 hours a day, 7 days a week is crucial to maintaining business operations. Therefore, in early 2022 the Information Technology Department received approval to purchase and deploy a 24/7 Security Operations Center (SOC) and Security Information and Event Management (SIEM) solution called Arctic Wolf.

The solution has been highly successful in improving the City's overall Cyber Security posture. It has alerted staff to potential threats, allowing them to secure the City's network in real-time. Arctic Wolf has also provided techniques to further harden the City's technology infrastructure and is a vital part of the Information Security Strategy.

As staff continues to progress with the Information Security Strategy (Identify, Protect, Detect, Respond and Recover), the SOC/SIEM solution is necessary to fulfill the overall security goals. The SOC/SIEM solution includes the support of a fully staffed 24x7x365 SOC, dedicated security engineers familiar with the City's technology environment and the ability to aggregate, correlate, and analyze data in real-time, as well as the capacity to alert and coordinate a response to Cyber threats immediately. Also required is the ability to monitor and escalate critical vulnerabilities, internal and external vulnerability scanning, cloud security, and reports/assessments to guide decision-making.

This renewal is sourced from the National Cooperative Purchasing Alliance (NCPA) contract. This contract provides competitively priced solutions for the State, Local and Education (SLED) sector. Carolina Advanced Digital, Inc., is the selected vendor.

Fiscal Note: The cost of the contract is \$172,850, and funds are available in the IT Operations budget.

Recommendation: Authorize the renewal of the Arctic Wolf solution.

ATTACHMENTS

 CAD Q25786-0.pdf

PO Box 318
 Siler City, NC 27344
 p. (919)460-1313
 f. (919)460-1314
www.cadinc.com

Quote #	25786 - 0
Terms	NET 30
Contact	Matt Haga mhaga@greenvillenc.gov (252)329-4458
Quote Date	12/14/2022
Expires	1/13/2023

Sales Rep: BreAnn Verreen
bre@cadinc.com
 p. 919-460-1313

Customer
 City of Greenville (NC)
 Matt Haga
 200 W Fifth Street
 Second Floor - City Hall
 Greenville, NC 27835
 UNITED STATES
 (252)329-4458
mhaga@greenvillenc.gov

Bill To
 City of Greenville (NC)
 Accounts Payable
 200 W Fifth Street
 Second Floor - City Hall
 Greenville, NC 27835
 UNITED STATES
 (252)329-4458

Ship To
 City of Greenville (NC)
 200 W Fifth Street
 Second Floor - City Hall
 Greenville, NC 27835
 UNITED STATES
 (252)329-4458

Description	Customer PO	Contract	Ship Via
RNWL Arctic Wolf		NCPA 01-96 - Ingram	UPS Ground

Mfg	Part #	Qty	Description	CLIN	Price	Extended Price	Start Date	End Date	SerialNumber	MaintContract
ARCTIC WOLF NETWORKS	AW-MDR-USER	800	ARCTIC WOLF MDR USER LICS CLDS WOLF MDRU LICS		\$97.20	\$77,760.00	2023-02-01	2024-01-31		
ARCTIC WOLF NETWORKS	AW-MDR-SE	200	ARCTIC WOLF MDR SVR LICS CLDS ARCTIC WOLF MDR SVR LICS 125-3000		\$97.20	\$19,440.00	2023-02-01	2024-01-31		
ARCTIC WOLF NETWORKS	AW-MDR-1YR	1000	MDR LOG RET 1YR SVCS ARCTIC SLIC WOLF MDR LOG RET 1YR		\$7.78	\$7,780.00	2023-02-01	2024-01-31		
ARCTIC WOLF NETWORKS	AW-MDR-2XX-S-10G	1	200SRS SENSOR 2X10G MM FIBER CLDS SFP+ MOD W LC CONN HW ARCTIC WOLF		\$2,430.00	\$2,430.00	2023-02-01	2024-01-31		
ARCTIC WOLF NETWORKS	AW-MDR-LS	1000	MDR LOG SEARCH SLIC SVCS ARCTIC WOLF		\$7.78	\$7,780.00	2023-02-01	2024-01-31		
ARCTIC WOLF NETWORKS	AW-MDR-O365	800	MDR OFFICE 365U LICS SVCS CLDS ARCTIC WOLF MDR OFFICE 365U LICS ARCTIC		\$11.30	\$9,040.00	2023-02-01	2024-01-31		

ARCTIC WOLF NETWORKS	AW-MR-USER	800	WOLF MANAGED RISK USER CLDS LICs		\$48.60	\$38,880.00	2023-02-01	2024-01-31	
ARCTIC WOLF NETWORKS	AW-MR-SE	200	ARCTIC WOLF MANAGED RISK CLDS SVR LICs		\$48.60	\$9,720.00	2023-02-01	2024-01-31	
ARCTIC WOLF NETWORKS	AW-PLATFORM	1000	ARCTIC WOLF PLATFORM ACCESS SLIC ARCTIC WOLF PLATFORM ACCESS		\$0.02	\$20.00	2023-02-01	2024-01-31	

Sub Total: \$172,850.00

Shipping and Handling: \$0.00

Tax Rate: (0.07000) \$12,099.50

Total \$184,949.50

To our Customers: Due to the disruption of the global supply chain as a consequence of manufacturing and transportation issues occasioned by the COVID-19 Pandemic, Carolina Advanced Digital, Inc. may not be able to accommodate "ship complete" orders. Please contact us to learn of order/delivery options still available. We appreciate your business and patience as we adapt to the new functionality under the challenging circumstances in which find ourselves.

NOTE: At this time, there are significant delays in the delivery of virtually all electronic devices. There is a global shortage in the supply of semiconductors, which is one of the causes. Expect delays on all current quotes and orders. All estimated delivery dates will be updated as made available.

Please check your shipment for any issues with quantity, damage or other discrepancies within 24 hours. Please contact the Sales Rep listed above with any problems or concerns.

** NOTE: Orders may require an Assignment of Proceeds from the Purchaser. **

ACH Info: Routing: 053103585 Account: 1881002720 Fidelity Bank NC Checking

Please Note: Due to Mfr Policies, we cannot accept returns on Hardware/Software. Invoices bear interest at 1.5% per month commencing upon date payment is due.

HUBZONE CERTIFIED, SERVICE DISABLED VETERAN OWNED SMALL BUSINESS (SDVOSB) CERTIFIED.
TEIN: 56-1639656, CAGE CODE: 1V1E1, DUNS: 62-503-1166/UEI: LG6LJC4VPD93

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City of Greenville, North Carolina

Meeting Date: 01/09/2023

Title of Item: Resolution approving the execution of a municipal agreement with the North Carolina Department of Transportation for Fiscal Year 2023 Section 5303 Planning Grant Funds

Explanation: The City of Greenville is annually awarded a planning grant to assist in conducting short-term and long-range planning for the City’s bus service. The City’s request for planning funds is submitted as part of the Greenville Urban Area Metropolitan Planning Organization annual Planning Work Program. This agreement provides GREAT planning funds for FY 23. The Federal Transit Administration and NCDOT are the approving agencies for this grant. The Federal portion of the grant funds 80% of the cost of the program while the State funds 10%. These funds are used to support the salaries of the Transit staff and/or contracts associated with planning activities.

<u>Fiscal Note:</u>	Federal Share	\$88,234
	State Share	\$11,029
	Local Share	\$11,030
	 TOTAL	 \$110,293

Recommendation: Approve the resolution authorizing the municipal agreement for the Section 5303 Planning Grant Funds and authorize the City Manager to execute the agreement between the City of Greenville and NCDOT.

ATTACHMENTS

- [📄 Transit Resolution FY 23 5303 Grant.pdf](#)
- [📄 Complete_with_DocuSign_23-08-121_Agreement.pdf](#)

RESOLUTION NO. _____
RESOLUTION AUTHORIZING THE FY 2023 PLANNING WORK PROGRAM
OF THE GREENVILLE URBAN AREA
5303 GRANT PROGRAM

A motion was made by Council Member _____
and seconded by Council Member _____
for the adoption of the following resolution, and upon being put to a vote, was duly adopted.

WHEREAS, a comprehensive and continuing transportation planning program must be carried out cooperatively in order to ensure that funds for transportation projects are effectively allocated to the Greenville Urban Area;

WHEREAS, the City of Greenville has been designated as the recipient of Federal Transit Administration Metropolitan Planning Program funds;

WHEREAS, the City of Greenville will comply with all requirements as set forth in the 5303 Planning Grant Program and appropriate applicable regulations or guidance;

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

1. That the City Manager is authorized to execute this Agreement for Transit funding under the 5303 Planning Grant Program.
2. That the Mayor and/or City Manager are authorized to submit any additional information as the Federal Transit Administration or the North Carolina Department of Transportation may require in connection with this project.

ADOPTED this the ____ day of _____, 2023.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

NORTH CAROLINA

PITT COUNTY

I, _____, 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 ____ day of _____, 2023.

Notary Public

My Commission Expires: _____

INSTRUCTIONS FOR EXECUTING GRANT AGREEMENTS PUBLIC BODY GRANTEES

Included in this correspondence is an electronic file in a PDF format of the grant agreement(s) to be executed between the local grant recipient and the North Carolina Department of Transportation.

1. The person officially authorized by resolution of the governing body to accept the department's offer of financial assistance should electronically sign each agreement where indicated. The signature must be witnessed. Stamped signatures are not acceptable.
2. Enter your agency's **Federal Tax ID Number** and Fiscal Year-End on the signature page. Complete the section on the table for **Contract Administrators:** **For the Contractor: "If Delivered by US Postal Service" and "If Delivered by Any Other Means"**.
3. ***Do not date the agreements.*** This will be done upon execution by the department.
4. ***Return 1 copy within thirty (30) days*** via DocuSign.

A fully executed agreement will be returned to you via email and will be available for review in EBS upon the approval of your Agreement.

In the event the contract cannot be returned within thirty (30) days, please call me immediately at (919) 707-4672.

Please note that the department cannot reimburse the grant recipient for any eligible project expenses until the agreements are fully executed.



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

June 17, 2022

Ms. Barbara Lipscomb, City Manager
City of Greenville
PO Box 7207
Greenville, North Carolina 27835-7207

RE: FY2023 Metropolitan Planning Program (Section 5303)
Project No. 23-08-121
WBS Element No(s). 36230.17.21.6
Period of Performance: 7/1/2022 – 6/30/2023

Dear Ms. Lipscomb:

On May 5, 2022, the Board of Transportation approved your organization's request for an FY23 Metropolitan Planning Grant in the amount of \$110,293. The agreement to be executed between City of Greenville and NCDOT is enclosed. The individual authorized to enter into this agreement for the financial assistance on behalf of your agency will sign the agreement. Please provide a copy of the agreement to all parties that will be involved in the administration of the grant, and request that the agreement be reviewed carefully. Instructions for completion of the grant agreement process are enclosed.

Please refer to Section 6b of the grant agreement that requires sub-recipients to submit monthly or quarterly requests for reimbursement.

If you have any question related to the grant agreement, please contact Myra Freeman, Financial Manager at 919-707-4672 or your assigned Accounting Specialist. In any correspondence, please reference your assigned project number, WBS element, Agreement number and period of performance referenced on this letter.

Sincerely,

A handwritten signature in black ink, appearing to read "Ryan Brumfield".

Ryan Brumfield
Director

RB\mf
Attachments

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
INTEGRATED MOBILITY DIVISION
1550 MAIL SERVICE CENTER
RALEIGH, NC 27699-1550

Telephone: 919-707-2600
Fax: 919-733-1391
Customer Service: 1-877-368-4968

Website : www.ncdot.gov

Location:
1 SOUTH WILMINGTON STREET
RALEIGH, NC 27601

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

and

CITY OF GREENVILLE

On behalf of
GREENVILLE URBAN AREA METROPOLITAN PLANNING ORGANIZATION

PUBLIC TRANSPORTATION GRANT AGREEMENT FOR

5303 Metropolitan Planning Grant Program

Federal Award Identification

Application Number: **1000013330**
NCDOT Project Number: **23-08-121**
Approved Indirect Cost Rate: **NA**
FAIN Number(s): **NC-2022-037-00**
CFDA Number: **20.505**
DUNS Number: **023307494**
/JMSKDYVBAFJ4
Total Amount of Award
(Federal/State/Local): **\$110,293**



Federal Funded Programs:

- 5303 Metropolitan Planning Grant**
- 5307 Urbanized Area Formula Grant**
- 5310 Enhanced Mobility of Seniors & Individuals with Disabilities Grant**
- 5311 Community Transportation Rural Formula Grant**
- 5311 Appalachian Development Transit Assistance Grant**
- 5311f Intercity Bus Grant**
- 5316 Job Access Reverse Commute Grant**
- 5317 New Freedom Grant**
- 5339 Bus and Bus Facility Grant**

THIS AGREEMENT made this the _____ day of _____, 20____, (hereinafter referred to as AGREEMENT) by and between the NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as "Department", an agency of the State of North Carolina) and **CITY OF GREENVILLE on behalf of GREENVILLE URBAN AREA METROPOLITAN PLANNING ORGANIZATION**, (acting in its capacity as the grant recipient hereinafter referred to as the "Subrecipient" and together with Department as "Parties").

1. Purpose of Agreement

The purpose of this Agreement is to provide for the undertaking of nonurbanized and small urban public transportation services as described in the project application (hereinafter referred to as "Project") and to state the terms and conditions as to the manner in which the Project will be undertaken and completed. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein. This Agreement is solely for the benefit of the identified parties to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

2. Availability of Funds

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

3. Period of Performance

This Agreement shall commence upon the date of execution with a period of performance for all expenditures that extends from **July 1, 2022 to June 30, 2023**. Any requests to change the Period of Performance must be made in accordance with the policies and procedures established by the Department or FTA. The Subrecipient shall commence, carry on, and complete the approved Project in a sound, economical, and efficient manner.

4. Project Implementation

- a. Scope of Project. **The City of Greenville, operating as the Greenville Urbanized Area MPO, will use funds for transit planning in the MPO area.**
- b. The Subrecipient shall undertake and complete the project in accordance with the procedures, terms, and conditions herein and as included in the related grant application for financial assistance, the terms of which are incorporated by reference.

- c. Amendment. Any amendment to this Agreement shall be done in writing and in accordance with established policies and procedures and only by mutual consent of the Parties.

5. Cost of Project/Project Budget

The total cost of the Project approved by the Department is **ONE HUNDRED TEN THOUSAND TWO HUNDRED NINETY-THREE DOLLARS (\$110,293)** as set forth in the Project Description and Budget, incorporated into this Agreement as **Attachment A**. The Department shall provide, from Federal and State funds, the percentages of the actual net cost of the Project as indicated below, not in excess of the identified amounts for eligible Administrative, Operating, and Capital expenses. The Subrecipient hereby agrees that it will provide the percentages of the actual net cost of the Project, as indicated below, and any amounts in excess of the Department’s maximum (Federal plus State shares) contribution. The net cost is the price paid minus any refunds, rebates, or other items of value received by the Subrecipient which have the effect of reducing the actual cost.

Planning WBS	Planning Total	Planning Federal (80%)	Planning State (10%)	Planning Local (10%)
36230.17.21.6	\$110,293	\$88,234	\$11,029	\$11,030
Agreement #				
Project Total	Project Total	Project Total Federal	Project Total State	Project Total Local
	\$110,293	\$88,234	\$11,029	\$11,030

6. Project Expenditures, Payments, and Reimbursement

- a. General. The Department, utilizing available state and federal funds, shall reimburse the Subrecipient for allowable costs for work performed under the terms of this Agreement.
- b. Reimbursement Procedures. The Subrecipient shall submit for reimbursement all eligible costs incurred within the agreement Period of Performance.
 - i. Claims for reimbursement shall be made no more than monthly or less than quarterly, using the State’s grant system, Enterprise Business Services (EBS) Partner Application.
 - ii. All requests for reimbursement must be submitted within (30) days following the end of the project’s reporting period. Any Subrecipient that fails to submit a request for reimbursement for the first two quarters of agreement fiscal year by January 31 or the last two quarters by July 31 will forfeit its ability to receive reimbursement for those periods.

- iii. All payments issued by the Department will be on a reimbursable basis unless the Subrecipient requests and the Department approves an advance payment.
 - iv. Supporting documentation for proof of payment may be requested.
- c. Subrecipient Funds. Prior to reimbursement, the Subrecipient shall provide the Department with proof that the Subrecipient has met its proportionate share of project costs from sources other than FTA or the Department. Any costs for work not eligible for Federal and State participation shall be financed one hundred percent (100%) by the Subrecipient.
- d. Operating Expenditures. In order to assist in financing the operating costs of the project, the Department shall reimburse the Subrecipient for the lesser of the following when providing operating assistance:
- i. The balance of unrecovered operating expenditures after deducting all farebox revenue, or
 - ii. The percentage specified in the Approved Project Budget of the allowable total operating expenditures which shall be determined by available funding.
- e. Travel Expenditures. The Subrecipient shall limit reimbursement for meals, lodging and travel to rates established by the State of North Carolina Travel Policy. Costs incurred by the Subrecipient in excess of these rates shall be borne by the Subrecipient.
- f. Allowable Costs. Expenditures made by the Subrecipient shall be reimbursed as allowable costs to the extent they meet all of the requirements set forth below. They must be:
- i. Consistent with the Project Description, plans, specifications, and Project Budget and all other provisions of this Agreement
 - ii. Necessary in order to accomplish the Project
 - iii. Reasonable in amount for the goods or services purchased
 - iv. Actual net costs to the Subrecipient, i.e., the price paid minus any refunds (eg, refundable sales and use taxes pursuant to NCGS 105-164.14), rebates, or other items of value received by the Subrecipient that have the effect of reducing the cost actually incurred

- v. Incurred (and be for work performed) within the period of performance and period covered of this Agreement unless specific authorization from the Department to the contrary is received
 - vi. Satisfactorily documented
 - vii. Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Department
- g. Excluded Costs.** The Subrecipient understands and agrees that, except to the extent the Department determines otherwise in writing, the Department will exclude:
- i. Any Project cost incurred by the Subrecipient before the period of performance of the agreement,
 - ii. Any cost that is not included in the latest Approved Project Budget,
 - iii. Any cost for Project property or services received in connection with a third-party contract, sub-agreement, lease, or other arrangement that is required to be, but has not been, concurred in or approved in writing by the Department, and
 - iv. Any cost ineligible for FTA participation as provided by applicable Federal or State laws, regulations, or directives.
- h. Final Allowability Determination.** The subrecipient understands and agrees that payment to the subrecipient on any Project cost does not constitute the Federal or State Government's final decision about whether that cost is allowable and eligible for payment and does not constitute a waiver of any violation by the subrecipient of the terms of this Agreement. The subrecipient acknowledges that the Federal or State Government will not make a final determination about the allowability and eligibility of any cost until an audit of the Project has been completed. If the Federal or State Government determines that the subrecipient is not entitled to receive any portion of the Federal or State assistance the subrecipient has requested or provided, the Department will notify the Subrecipient in writing, stating its reasons. The Subrecipient agrees that Project closeout will not alter the Subrecipient's responsibility to return any funds due the Federal or State Government as a result of later refunds, corrections, or other transactions; nor will Project closeout alter the Federal or State Government's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by Federal or State law or regulation, the Federal or State Government may recover any Federal or State assistance funds made available for the Project as necessary to satisfy any outstanding monetary claims that the Federal or State Government may have against the Subrecipient.

- i. Federal or State Claims, Excess Payments, Disallowed Costs, Including Interest.
 - i. Subrecipient's Responsibility to Pay. Upon notification to the Subrecipient that specific amounts are owed to the Federal or State Government, whether for excess payments of Federal or State assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Subrecipient agrees to remit to the Department promptly the amounts owed, including applicable interest and any penalties and administrative charges within 60 days of notification.
 - ii. Interest Paid to the Department. The Subrecipient agrees to remit to the Department interest owed as determined in accordance with NCGS § 147-86.23.
 - iii. Interest and Fees Paid on Federal Funds. For amounts owed by the Subrecipient to the Federal Government, whether for excess payments of Federal assistance, disallowed costs, or funds recovered from third parties or elsewhere, the Subrecipient agrees to remit to the Federal Government promptly the amounts owed, including applicable interest, penalties and administrative charges as established by the Federal Transit Authority Master Agreement with NCDOT.
- j. De-obligation of Funds. The Subrecipient agrees that the Department may de-obligate unexpended Federal and State funds for grants that are inactive for six months or more.
- k. Project Closeout. Project closeout occurs when the Department issues the final project payment or acknowledges that the Subrecipient has remitted the proper refund. The Subrecipient agrees that Project closeout by the Department does not invalidate any continuing requirements imposed by this Agreement.

7. Accounting Records

- a. Establishment and Maintenance of Accounting Records. The Subrecipient shall establish and maintain separate accounts for the public transportation program, either independently or within the existing accounting system. All costs charged to the program shall be in accordance with most current approved Project Budget and shall be reported to the Department in accordance with NCDOT Uniform Public Transportation Accounting System (UPTAS) guide.
- b. Documentation of Project Costs. All costs charged to the Project, including any approved services performed by the Subrecipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges.

8. Reporting, Record Retention, and Access

- a. Progress Reports. The Subrecipient shall advise the Department, through EBS, regarding the progress of the Project at a minimum quarterly, and at such time and in such a manner as the Department may require. Such reporting and documentation may include, but not be limited to: operating statistics, equipment usage, meetings, progress reports, and monthly performance reports. The Subrecipient shall collect and submit to the Department such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by the Department. Reports shall include narrative and financial statements of sufficient substance to be in conformance with the reporting requirements of the Department. Progress reports throughout the useful life of the project equipment shall be used, in part, to document utilization of the project equipment. Failure to fully utilize the project equipment in the manner directed by the Department shall constitute a breach of contract, and after written notification by the Department, may result in termination of the Agreement or any such remedy as the Department deems appropriate.
- b. Failure to comply with grant reporting and compliance guidelines set forth in the NCDOT PTD State Management Plan could result in financial penalties up to and including loss of current and future grant funding.
- c. Record Retention. The Subrecipient and its third party subrecipients shall retain all records pertaining to this Project for a period of five (5) years from the date of final payment to the Subrecipient, or until all audit exceptions have been resolved, whichever is longer.
- d. Project Closeout. The Subrecipient agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.
- e. State Auditor Oversight. The Subrecipient agrees to audit oversight by the Office of the State Auditor, to provide the Office of the State Auditor with access to accounting records, and to make available any audit work papers in the possession of any auditor of the Subrecipient.
- f. Financial Reporting and Audit Requirements. In accordance with 09 NCAC 03M.0205, all reports shall be filed with the Department in the format and method specified by the agency no later than three (3) months after the end of the recipient's fiscal year, unless the same information is already required through more frequent reporting. Audit Reports must be provided to the funding agency no later than nine (9) months after the end of the recipient's fiscal year.
- g. Parts Inventory. Financial audits must address parts inventory management.

- h. Third Party Loans. Within 30 days of receipt, the Subrecipient shall disclose to the Department any loans received from a local government entity or other entity not party to this agreement.
- i. Audit Costs. Unless prohibited by law, the costs of audits made in accordance with Title 2 CFR 200, Subpart F “Audit Requirements” are 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 Title 2 CFR 200, Subpart E “Cost Principles.” The cost of any audit not conducted in accordance with Title 2 CFR 200 and NCGS§ 159-34 is unallowable and shall not be charged to State or Federal grants.

9. Compliance with Laws and Regulations

- a. No terms herein shall be construed in a manner that conflicts with the rules and regulations of the Department or with state or federal law.
- b. The Subrecipient agrees to comply with all applicable state and federal laws and regulations, including titles 09 NCAC 3M and 19A NCAC 5B, as amended.

10. Conflicts of Interest Policy

The subrecipient agrees to file with the Department a copy of the subrecipient’s policy addressing conflicts of interest that may arise involving the subrecipient’s management employees and the members of its board of directors or other governing body. The subrecipient’s policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the subrecipient’s employees or members of its board or other governing body, from the subrecipient’s disbursing of State funds, and shall include actions to be taken by the subrecipient or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The conflicts of interest policy shall be filed with the Department prior to the Department disbursing funds to the subrecipient.

Prohibition on Bonus or Commission Payments

The Subrecipient affirms that it has not paid and will not pay any bonus or commission to any party to obtain approval of its Federal or State assistance application for the Project.

11. Tax Compliance Certification

The Subrecipient shall complete and submit to the Department a sworn written statement pursuant to NCGS 143C-6-23(c), stating that the Subrecipient does not have any overdue tax debts, as defined by GS 105-243.1, at the Federal, State, or local level. The Subrecipient acknowledges that the written statement must be submitted to the Department prior to execution of this Agreement and disbursement of funds. The certification will be incorporated into this Agreement as Attachment B.

12. Assignment

- a. Unless otherwise authorized in writing by the Department, the Subrecipient shall not assign any portion of the work to be performed under this Agreement, or execute any contract, amendment, or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the Department.
- b. The Subrecipient agrees to incorporate the terms of this agreement and any applicable State or Federal requirements into written third-party contracts, sub-agreements, and leases, and to take the appropriate measures necessary to ensure that all Project participants comply with applicable Federal and State laws, regulations, and directives affecting their performance, except to the extent the Department determines otherwise in writing.

13. Hold Harmless.

Except as prohibited or otherwise limited by law, the Subrecipient agrees to indemnify, save, and hold harmless the Department, the State of North Carolina and the United States of America and 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 the Subrecipient 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 Project.

14. Real Property, Equipment, and Supplies.

Federal or State Interest. The Subrecipient understands and agrees that the Federal or State Government retains an interest in any real property, equipment, and supplies financed with Federal or State assistance (Project property) until, and to the extent, that the Federal or State Government relinquishes its Federal or State interest in that Project property. NCDOT shall be informed and included in all ribbon cuttings / dedications / groundbreakings. With respect to any Project property financed with Federal or State assistance under this Agreement, the Subrecipient agrees to comply with the following provisions, except to the extent FTA or the Department determines otherwise in writing:

- a. Use of Project Property. The Subrecipient agrees to maintain continuing control of the use of Project property. The Subrecipient agrees to use Project property for appropriate Project purposes (which may include joint development purposes that generate program income, both during and after the award period and used to support public transportation activities) for the duration of the useful life of that property, as required by FTA or the Department. Should the Subrecipient unreasonably delay or fail to use Project property during the useful life of that property, the Subrecipient agrees that it may be required to return the entire amount of the Federal and State assistance expended on that property. The

Subrecipient further agrees to notify the Department immediately when any Project property is withdrawn from Project use or when any Project property is used in a manner substantially different from the representations the Subrecipient has made in its Application or in the Project Description for this Agreement for the Project. In turn, the Department shall be responsible for notifying FTA.

- b. Maintenance and Inspection of Vehicles. The Subrecipient shall maintain vehicles at a high level of cleanliness, safety, and mechanical soundness in accordance with the minimum maintenance requirements recommended by the manufacturer and comply with the Department's State Management Plan ("SMP"). The Subrecipient shall register all vehicle maintenance activities into the Department's Asset Management System (AssetWorks) or an electronic version of same. The Department shall conduct frequent inspections to confirm proper maintenance pursuant to this subsection and the SMP. The Subrecipient shall collect and submit to the Department at such time and in such manner as it may require information for the purpose of the Department's Asset Management System (AssetWorks) and the Transit Asset Maintenance ("TAM") Plan.
- c. Maintenance and Inspection of Facilities and Equipment. The Subrecipient shall maintain any Project facility, including any and all equipment installed into or added on to the facility as part of the Project, in good operating order and at a high level of cleanliness, safety and mechanical soundness in accordance with good facility maintenance and upkeep practices and in accordance with the minimum maintenance requirements recommended by the manufacturer for all equipment installed in or added to the facility as part of the Project. Such maintenance shall be in compliance with applicable Federal and state regulations or directives that may be issued, except to the extent that the Department determines otherwise in writing. The Subrecipient shall document its maintenance program in a written plan. The Department shall conduct inspections as it deems necessary to confirm proper maintenance on the part of the Subrecipient pursuant to this subsection and SMP. Such inspections may or may not be scheduled ahead of time but will be conducted such that they shall not significantly interfere with the ongoing and necessary functions for which the Project was designed. The Subrecipient shall make every effort to accommodate such inspections by the Department in accordance with the Department's desired schedule for such inspections.
- d. The Subrecipient shall collect and submit to the Department at such time and in such manner as the Department may require information for the purpose of updating the TAM Plan Inventory and any and all other reports the Department deems necessary. The Subrecipient shall also maintain and make available to the Department upon its demand all documents, policies, procedures, purchase orders, bills of sale, internal work orders and similar items that demonstrate the Subrecipient's maintenance of the facility in good operating order and at a high level of cleanliness, safety and mechanical soundness.
- e. Incidental Use. The Subrecipient agrees that any incidental use of Project property will not exceed that permitted under applicable laws, regulations, and directives.

- f. Title to Vehicles. The Certificate of Title to all vehicles purchased under the Approved Budget for this Project shall be in the name of the Subrecipient. The Department's Public Transportation Division shall be recorded on the Certificate of Title as first lien-holder. In the event of project termination or breach of contract provisions, the Subrecipient shall, upon written notification by the Department, surrender Project equipment and/or transfer the Certificate(s) of Title for Project equipment to the Department or the Department's designee within 30 days of request.
- g. Encumbrance of Project Property. The Subrecipient agrees to maintain satisfactory continuing control of Project property as follows:
 - (1) Written Transactions. The Subrecipient agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangement (such as a cross border lease, leveraged lease, or otherwise), or any other obligation pertaining to Project property, that in any way would affect the continuing Federal and State interest in that Project property.
 - (2) Oral Transactions. The Subrecipient agrees that it will not obligate itself in any manner to any third party with respect to Project property.
 - (3) Other Actions. The Subrecipient agrees that it will not take any action adversely affecting the Federal and State interest in or impair the Subrecipient's continuing control of the use of Project property.
- h. Alternative Use, Transfer, and Disposition of Project Property. The Subrecipient understands and agrees any alternative uses, transfers, or disposition of project property must be approved by the Department and done in accordance with Departmental procedures.
- i. Insurance Proceeds. If the Subrecipient receives insurance proceeds as a result of damage or destruction to the Project property, the Subrecipient agrees to:
 - (1) Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property taken out of service, or
 - (2) Return to the Department an amount equal to the remaining Federal and State interest in the damaged or destroyed Project property.
- j. Misused or Damaged Project Property. If any damage to Project property results from abuse or misuse occurring with the Subrecipient's knowledge and consent, the Subrecipient agrees to restore the Project property to its original condition or refund the value of the Federal and State interest in that property, as the Department may require.

- k. Responsibilities after Project Closeout. The Subrecipient agrees that Project closeout by the Department will not change the Subrecipient's Project property management responsibilities, and as may be set forth in subsequent Federal and State laws, regulations, and directives, except to the extent the Department determines otherwise in writing.

15. Insurance

The Subrecipient shall be responsible for protecting the state and/or federal financial interest in the facility construction/renovation and equipment purchased under this Agreement throughout the useful life. The Subrecipient shall provide, as frequently and in such manner as the Department may require, written documentation that the facility and equipment are insured against loss in an amount equal to or greater than the state and/or federal share of the real value of the facility or equipment. Failure of the Subrecipient to provide adequate insurance shall be considered a breach of contract and, after notification may result in termination of this Agreement. In addition, other insurance requirements may apply. The Subrecipient agrees to comply with the insurance requirements normally imposed by North Carolina State and local laws, regulations, and ordinances, except to the extent that the Department determines otherwise in writing.

16. Termination

- a. Either party may terminate the Agreement by providing 60 days written notice to the other party, or as otherwise permitted by law.
- b. Should the Subrecipient terminate the Agreement without the concurrence of the Department, the Subrecipient shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the work.

17. Additional Repayment Requirements and Remedies

- a. The repayment requirements and remedies addressed in this Paragraph are in addition to those repayment requirements and other remedies set forth elsewhere in this Agreement, including the requirements to repay unspent funds. No remedy conferred or reserved by or to the Department is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- b. If there is a breach of any of the requirements, covenants or agreements in this Agreement (including, without limitation, any reporting requirements), or if there are any representations or warranties which are untrue as to a material fact in this Agreement or in relation to the Project (including the performance thereof),

the Subrecipient agrees that the Department may require repayment from the Subrecipient of an amount of funds to be determined in the Department's sole discretion but not to exceed the amount of funds the Subrecipient has already received under this Agreement.

18. Civil Rights and Equal Opportunity

Under this Agreement, the Subrecipient shall at all times comply with the requirements included as part of this agreement in the Federal Terms and Conditions.

19. Choice of Law and Venue

This agreement is to be interpreted according to the laws of the State of North Carolina. The Parties hereby agree that the proper venue for any claims filed as a result of this Agreement shall be the Superior Court of Wake County, North Carolina.

20. Severability

If any provision of the FTA Master Agreement or this Agreement for the Project is determined invalid, the remainder of that Agreement shall not be affected if that remainder would continue to conform to the requirements of applicable Federal or State laws or regulations.

21. Incorporated Terms and Conditions

In addition to the Terms and Conditions contained in this agreement and the terms and conditions included in the grant application, which are hereby incorporated by reference, additional terms and conditions incorporated by reference into this agreement are checked below.



Federal Terms and Conditions, Attached

22. Federal Terms and Conditions

State Management Plan. The State Management Plan for Federal and State Transportation Programs and any subsequent amendments or revisions thereto, are herewith incorporated by reference, and are on file with and approved by the Department. Nothing shall be construed under the terms of this Agreement by the Department or the Subrecipient that shall cause any conflict with Department, State, or Federal statutes, rules, or regulations.

Allowable Costs. Eligible costs are those costs attributable to and allowed under the FTA program and the provisions of 2 CFR Parts 200 and 1201, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

No Federal Government Obligations to Third Parties. The Subrecipient acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Subrecipient or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Agreement.

The Subrecipient agrees to include the above clause in each contract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts. The Subrecipient acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to its actions pertaining to this project. Upon execution of the underlying Agreement, the Subrecipient certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement or the FTA assisted project for which this Agreement work is being performed. In addition to other penalties that may be applicable, the Subrecipient further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Subrecipient to the extent the Federal Government deems appropriate.

The Subrecipient also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 USC chapter 53, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5323(l) on the Subrecipient, to the extent the Federal Government deems appropriate.

The Subrecipient agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Records and Reports.

a. Record Retention. The Subrecipient will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the Agreement, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

c. Access to Records. The Subrecipient agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this Agreement as reasonably may be required.

d. Access to the Sites of Performance. The Subrecipient agrees to permit FTA and its contractors access to the sites of performance under this Agreement as reasonably may be required.

Federal Changes. The Subrecipient agrees to comply with all applicable federal requirements and federal guidance. All the standards or limits included in this agreement are minimum requirements. The federal requirements and guidance that applied at the time of the award this Agreement may be modified from time to time, and the modifications will apply to the Subrecipient.

Civil Rights and Equal Opportunity. Under this Agreement, the Subrecipient shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 USC § 5332, the Subrecipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Subrecipient agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e et seq., and Federal transit laws at 49 USC § 5332, the Subrecipient agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 USC § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 USC § 2000e note. The Subrecipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such

action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 USC §§ 621634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 CFR part 1625, the Age Discrimination Act of 1975, as amended, 42 USC § 6101 et seq., U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 CFR part 90, and Federal transit law at 49 USC § 5332, the Subrecipient agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794, the Americans with Disabilities Act of 1990, as amended, 42 USC § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 USC § 4151 et seq., and Federal transit law at 49 USC § 5332, the Subrecipient agrees that it will not discriminate against individuals on the basis of disability. In addition, the Subrecipient agrees to comply with any implementing requirements FTA may issue.

Disadvantaged Business Enterprises. It is the policy of the North Carolina Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26 shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by Federal Funds. The Subrecipient is also encouraged to give every opportunity to allow DBE participation in Supplemental Agreements. The Subrecipient, subconsultant, and subcontractor shall not discriminate on the basis of race, religion, color, national origin, age, disability or sex in the performance of this contract. The Subrecipient shall comply with applicable requirements of 49 CFR Part 26 in the award and administration of federally assisted contracts. Failure by the Subrecipient to comply with these requirements is a material breach of this contract, which will result in the termination of this contract or such other remedy, as the Department deems necessary.

When payments are made to Disadvantaged Business Enterprise (DBE) Subrecipients, including material suppliers, Subrecipients at all levels (Subrecipient, Subconsultant or Subrecipient) shall provide the Contract Administrator with an accounting of said payments. The accounting shall be listed on the Department’s Subrecipient Payment Information Form (Form DBE-IS). In the event the Subrecipient has no DBE participation, the Subrecipient shall indicate this on the Form DBE-IS by entering the word ‘None’ or the number ‘zero’ and the form shall be signed. Form DBE-IS may be accessed on the website at: <https://apps.dot.state.nc.us/quickfind/forms/Default.aspx>.

A responsible fiscal officer of the payee Subrecipient, subconsultant or Subrecipient who can attest to the date and amounts of the payments shall certify that the accounting is

correct. A copy of an acceptable report may be obtained from the Department of Transportation. This information shall be submitted as part of the requests for payments made to the Department.

Prompt payment provisions. When a subcontractor has performed in accordance with the provisions of his contract, the contractor shall pay to his subcontractor and each subcontractor shall pay to his subcontractor, within seven days of receipt by the contractor or subcontractor of each periodic or final payment, the full amount received for such subcontractor's work and materials based on work completed or service provided under the subcontract NCGS §22C-1.

Incorporation of FTA Terms. Provisions of this Agreement include, in part, certain standard terms and conditions required by the U.S. DOT. All contractual provisions required by the U.S. DOT, as set forth in FTA Circular 4220.1, as amended, are incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any Department request, which would cause the Department to be in violation of FTA terms and conditions, as referenced in the current FTA Master Agreement shall prevail and be the instrument governing the receipt of Federal assistance from the Federal Transit Administration.

Energy Conservation. The Subrecipient agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Debarment, Suspension, Ineligibility and Voluntary Exclusion. The Subrecipient shall comply and facilitate compliance with U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 CFR part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 CFR part 180. As such, the Subrecipient shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded Agreement and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting this Agreement, Subrecipient certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined by the Department that the Subrecipient knowingly rendered an erroneous certification, in addition to remedies available to the Department, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Subrecipient agrees to comply with the requirements of 2 CFR part 180, subpart C, as supplemented by 2 CFR part 1200, throughout the period of this Agreement. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount.

Lobbying Restrictions. The Subrecipient agrees that neither it nor any third-party participant will use federal assistance to influence any officer or employee of a federal agency, member of Congress or an employee of a member of Congress, or officer or employee of Congress on matters that involve this agreement, including any extension or modification, according to the following:

(1) Laws, Regulations, Requirements, and Guidance. This includes:

(a) The Byrd Anti-Lobbying Amendment, 31 USC § 1352, as amended,

(b) U.S. DOT regulations, "New Restrictions on Lobbying," 49 CFR part 20, to the extent consistent with 31 USC § 1352, as amended, and

(c) Other applicable federal laws, regulations, requirements, and guidance prohibiting the use of federal assistance for any activity concerning legislation or appropriations designed to influence the U.S. Congress or a state legislature, and

(2) Exception. If permitted by applicable federal law, regulations, requirements, or guidance, such lobbying activities described above may be undertaken through the subrecipient's proper official channels.

The Subrecipient agrees to submit a signed and dated Certification on Lobbying that appears in the attachment.

Clean Air Act and Federal Water Pollution Control Act. The Subrecipient agrees:

1) It will not use any violating facilities;

2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"

3) It will report violations of use of prohibited facilities to FTA; and

4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 USC §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 USC §§ 1251-1387).

Public Transportation Employee Protective Arrangements. The Subrecipient agrees to comply with the following employee protective arrangements of 49 USC § 5333(b):

1. Sections 5307 and 5339. Under this Agreement or any Amendments thereto that involve public transportation operations that are supported with 49 USC § 5307 or 49 USC § 5339 federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
2. Section 5311. When the Agreement involves public transportation operations and is supported with federal assistance appropriated or made available for 49 USC § 5311, U.S. DOL will provide a Special Warranty for its Award. The U.S. DOL Special Warranty is a condition of the Agreement.
3. Section 5310. The conditions of 49 USC § 5333(b) do not apply to Subrecipients providing public transportation operations pursuant to 49 USC § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 USC § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

Charter Service. The Subrecipient agrees to comply with 49 USC 5323(d), 5323(r), and 49 CFR part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

1. Federal transit laws, specifically 49 USC § 5323(d);
2. FTA regulations, "Charter Service," 49 CFR part 604;
3. Any other federal Charter Service regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

The Subrecipient agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

1. Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
2. Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
3. Any other appropriate remedy that may apply. The Subrecipient should also include the substance of this clause in each subcontract that may involve operating public transit services.

School Bus Operations. The Subrecipient agrees to comply with 49 USC 5323(f), and 49 CFR part 605, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

1. Federal transit laws, specifically 49 USC § 5323(f);
2. FTA regulations, "School Bus Operations," 49 CFR part 605;
3. Any other Federal School Bus regulations; or
4. Federal guidance, except as FTA determines otherwise in writing.

If Subrecipient violates this School Bus Agreement, FTA may:

1. Bar the Subrecipient from receiving Federal assistance for public transportation; or
2. Require the Subrecipient to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Subrecipient shall include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

Substance Abuse Requirements (Recipients of Sections 5307, 5311, and 5339 funds only). The Subrecipient agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR parts 40 and 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations or the Department to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR part 655 and review the testing process. The Subrecipient agrees further to submit the Drug and Alcohol Management Information System (DAMIS) reports before February 15 to NCDOT Public Transportation Compliance Office or its designee.

23. Contract Administrators.

All notices permitted or required to be given by one Party to the other and all questions about this Agreement from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, postal address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, postal address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the Department:

Name: Myra Freeman
Title: Financial Manager
Agency: NCDOT/PTD
Email: Msfreeman1@ncdot.gov
MSC: 1550 Mail Service Center – Raleigh, NC 27699-1550
Physical Address: 1 S. Wilmington St, Rm 542, Transportation Building, Raleigh, NC 27601
Phone: 919-707-4672 Fax: 919-733-2304

For the Subrecipient:

Name: Elizabeth Stalls

Title: Transit Manager

Agency: City of Greenville, Greenville Area Transit

Address: 1500 Beatty Street, Greenville, NC 27834

Email: estalls@greenvillenc.gov

Phone: 252-329-4047

IN WITNESS WHEREOF, this Agreement has been executed by the Department, an agency of the State of North Carolina, and the Subrecipient by and through a duly authorized representative and is effective the date and year first above written.

CITY OF GREENVILLE
on behalf of
Greenville Urban Area Metropolitan
Planning Organization

SUBRECIPIENT'S FEDERAL TAX ID

NUMBER:

56-6000229

SUBRECIPIENT'S FISCAL YEAR END:

JUNE 30, 2023

BY:

TITLE:

City Manager

ATTEST: _____

TITLE: _____

DEPARTMENT OF
TRANSPORTATION

BY:

TITLE:

DEPUTY SECRETARY FOR
MULTI-MODAL TRANSPORTATION

ATTEST: _____

TITLE: _____

**Attachment
Certification Regarding Lobbying**

The Subrecipient certifies, to the best of his or her 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, and 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 Subrecipient 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.

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, 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.

Subrecipient's Authorized Representative: _____

Title: _____

Date: _____

APPENDIX A

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
 PUBLIC TRANSPORTATION DIVISION
 PROJECT NUMBER: 23-08-121
 APPROVED BUDGET SUMMARY
 EFFECTIVE DATE 07/1/2022

PROJECT SPONSOR: CITY OF GREENVILLE
 PROJECT DESCRIPTION: FY23 METROPOLITAN PLANNING PROGRAM (SECTION 5303)

I. TOTAL PROJECT EXPENDITURES

DEPARTMENT - 4526 PLANNING I - 36230.17.21.6 \$110,293
 PERIOD OF PERFORMANCE JULY 01, 2022 - JUNE 30, 2023

II. TOTAL PROJECT FUNDING

		<u>TOTAL</u>	<u>FEDERAL</u>	<u>STATE</u>	<u>LOCAL</u>
PLANNING - AGREEMENT	36230.17.21.6	100% \$110,293	80% \$88,234	10% \$11,029	10% \$11,030
TOTAL BUDGET		\$110,293	\$88,234	\$11,029	\$11,030

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION DIVISION
APPROVED PROJECT BUDGET

PROJECT: 23-08-121
SPONSOR: CITY OF GREENVILLE
WBS: 36230.17.21.6

DEPARTMENT 4526 - PLANNING I

<u>OBJECT</u>	<u>TITLE</u>	<u>APPROVED BUDGET</u>
M302	442100-PROG SUPT ADMIN	45,000
M304	442301-L-RNG TRN PLN SYS	42,500
M307	442500-TRANSP IMPROV PRG	12,293
M312	442616-SAFETY-SECURE PLN	10,500
TOTAL PLANNING		\$ 110,293

PROGRAM SUMMARY SHEET REQUIREMENTS



NORTH CAROLINA
Department of Transportation

5303 Metropolitan Transportation Planning
FEDERAL

Planning

PRINCIPLE	This guidance is for all subrecipients receiving planning assistance to support multimodal transportation planning projects in metropolitan areas and states that is cooperative, continuous, and comprehensive, resulting in long-range plans and short-range programs of transportation investment priorities. The planning programs are jointly administered by the Federal Transportation Administration (FTA) and the Federal Highway Administration (FHWA), which provides additional planning funding.
ELIGIBLE SUBRECIPIENTS and ACTIVITIES	PTD is the Designated Recipient (DR) and is the only entity eligible to apply for and receive this program assistance directly from FTA. PTD is required by law to distribute these funds to each UZA, or portion of a UZA, within North Carolina (NC), according to a formula developed by the State of NC in cooperation with the MPO and approved by FTA. Eligible activities are: develop transportation plans and programs; plan, design and evaluate a public transportation projects; and conduct technical studies related to public transportation.
FINANCIAL CAPACITY and MANAGEMENT	Subrecipients must have sufficient funds to match FTA funds. Subrecipients must have fiscal control and accounting procedures sufficient to permit tracking and reporting of grant funds. Any funds borrowed from a parent organization or governmental organization must be reported to NCDOT within 15 days.
AUDIT REPORTS and FINANCIAL STATEMENTS	Subrecipients that expend more than \$500,000 in federal funds from all sources per 09 NCAC 03M .0205 Minimum Reporting Requirements for Recipients and Subrecipients (including federal funds provided through NCDOT) in a year must submit the annual single audit required and evidence of resolution of findings related to the transit program to NCDOT.
PROGRAM REPORTING	Subrecipients are required to report monthly or quarterly when claims are submitted and at the end of the year with the final claim. Penalties will be imposed when reports have not been submitted by the published reporting deadlines.
OVERSIGHT	Oversight is performed through desk reviews of financial and grant project reporting, correspondence, and phone calls, as needed.
REFERENCES	Section 5303 Circular - C 8100.1C Award Management Requirements 5010.1E OMB's Uniform Administrative Requirements 2 CFR 200 NC Public Transportation Business Guide 09 NCAC 03M .0205 Minimum Reporting Requirements for Recipients and Subrecipients State Management Plan
UPDATES/REVISIONS	Original Date: 4/20/2018 Last Amended Date:

PROGRAM SUMMARY SHEET REQUIREMENTS



City of Greenville, North Carolina

Meeting Date: 01/09/2023

Title of Item: Report on Bids and Contracts Awarded

Explanation: The Director of Financial Services reports that the following bids and/or contracts were awarded for the months of October and November.

Date Awarded	Description	Vendor/PO#	Amount	MWBE Vendor?	Does LPP Apply?
10/5/22	GPD Citywide LPR Camera Project	East Carolina Communications, LLC. PO# 23000265	\$67,440.45	N	N
10/5/22	GAFC HVAC Replacement	Eneco East, LLC. PO# 23000274	\$75,400.00	N	N
10/6/22	Wildwood Park Playground Equipment	Playcore Wisconsin, Inc. PO# 23000286	\$413,901.35	N	N
10/6/22	Tar River Greenway Project	CSX Transportation, Inc. PO# 23000288	\$146,465.00	N	N
10/17/22	Microsoft EA, PWBRI, Azure	Software House International PO# 23000326 Note: State Contract #208C	\$327,174.28	N	N
11/30/22	Radio Communication Equipment	Motorola Solutions, Inc. Note: State Contract #725G	\$5,424,648.54	N	N

Fiscal Note: Funding for the bids and/or contracts awarded is included in the City of Greenville 2022-2023 budget ordinance. Bid tabulation for PO# 23000274 is attached.

Recommendation: Reflect the award information in the City Council minutes

ATTACHMENTS

 [Bid Tabulation for PO 23000274.pdf](#)



RECREATION AND PARKS

BID TABULATION SHEET
City of Greenville, North Carolina
Recreation and Parks Department

Project Name:	G AFC HVAC Replacement	Project No.	PC-0131
Opening Location:	Jaycee Park 2000 Cedar Lane	Bid Opening Date:	EMAIL request September 27, 2022

Contractor	Attend Mandatory Pre-Bid Meeting	Acknowledge Addendum	Base Bid
Central Heat & Air	Yes	Yes	\$104,740.00
The Air Doctor	Yes	No	\$90,313.99
ENECO East	Yes	Yes	\$75,400.00
Schneider Electric	Yes	Yes	\$99,025.00
Comfort Master	Yes	Yes	\$87,900.00

Certified by: Mike Watson
 Parks Coordinator

COG 1025367 v 89



City of Greenville, North Carolina

Meeting Date: 01/09/2023

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:

Refund Payee	Adjustment Refunds	Amounts
Corelogic Real Estate Tax	Real Estate Taxes	3,006.18
Wilson, Robert K.	Real Estate Taxes	426.03
Cenlar	Real Estate Taxes	289.61
Cannon, Jerry Lee II	Real Estate Taxes	447.33
Vasta, Frederick T.	Registered Motor Vehicle	407.08
Quinney, Diane Dona	Registered Motor Vehicle	299.91
Nelson, Kenneth Roger	Registered Motor Vehicle	279.25
Manning, Michael Wayne	Registered Motor Vehicle	266.34
Michael C. McKee & Associates Inc.	Registered Motor Vehicle	1,103.73
Pilgreen, Sue Anne Everett	Registered Motor Vehicle	247.70
Cockrell, Jackie Mobley	Registered Motor Vehicle	227.27
Lamp, James David	Registered Motor Vehicle	208.34
Dixon, Beryl Harper	Registered Motor Vehicle	192.96
La Mantia, Charlie	Registered Motor Vehicle	187.70
Lee-Hoskie, Diane Renee	Registered Motor Vehicle	183.86
Nicolosi, Sherri Marie	Registered Motor Vehicle	167.86
Cochran, David Eugene	Registered Motor Vehicle	165.67
Butt, William Steven	Registered Motor Vehicle	153.27
Dang, Phung Thi	Registered Motor Vehicle	132.03
Minges, Landon Thomas	Registered Motor Vehicle	131.64

Ross, Michael Douglas	Registered Motor Vehicle	124.95
Wall, Phillip Ray, Jr.	Registered Motor Vehicle	110.26

Fiscal Note: The total refunded is \$8,758.97.

Recommendation: Approval of taxes refunded by City Council



City of Greenville, North Carolina

Meeting Date: 01/09/2023

-
- Title of Item:** Social Districts--Creation of the Greenville Uptown Social District
- Explanation:** On December 5, 2022, the City Attorney's Office made a presentation to City Council at City Council's Workshop regarding combining the Uptown Social District and the Dickinson Avenue Social District into one social district pursuant to N.C.G.S. § 18B-300.1 (Authorization and Regulation of Social Districts). City Council advised that it desired to combine the Uptown Social District and the Dickinson Avenue Social District into one social district and to define the days and hours which customer-purchased alcoholic beverages may be consumed in a social district as Thursday through Saturday from 11:00 a.m. to 10:00 p.m. The changes will take effect on February 1, 2023.
- City Attorney's Office has researched and prepared for consideration a presentation, resolution, ordinance, map, and management and maintenance plan creating the Greenville Uptown Social District in the City of Greenville.
- Fiscal Note:** Although the creation of a social district will have a fiscal impact, there is no fiscal impact associated with this presentation.
- Recommendation:** That City Council adopt the resolution, ordinance, map and management and maintenance plan creating the Greenville Uptown social District in the City of Greenville and that same shall be effective February 1, 2023.
-

ATTACHMENTS

- [📄 Plan--Social District Management and Maintenance Plan \(1167988v2\).pdf](#)
- [📄 Ordinance--An Ordinance to Create the Greenville Uptown Social District.w.Exhibit A--Map.pdf](#)
- [📄 Resolution--Authorizing and Designating Greenville Uptown Social District \(1167989v2\).pdf](#)

CITY OF GREENVILLE

SOCIAL DISTRICT MANAGEMENT AND MAINTENANCE PLAN



2023



SOCIAL DISTRICT MANAGEMENT AND MAINTENANCE PLAN

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Social District Management and Maintenance Plan

Introduction

On July 7, 2022, Session Law 2022-49 was signed by the Governor creating a new statute, N.C.G.S. § 18B-300.1, which allows a local government, such as the City of Greenville (“the City”) to establish “Social Districts” within its jurisdiction. Without limiting the consumption or possession of alcoholic beverages otherwise allowed under Chapter 18B of the North Carolina General Statutes, the intent of N.C.G.S. § 18B-300.1, as stated in N.C.G.S. § 18B-300.1(a), is to regulate, open containers of alcoholic beverages that customers (persons who purchase alcoholic beverages from a permittee that is in a social district) of certain ABC permittees take from the permittee’s licensed premises (for example those establishments having on-premises, mixed beverage, wine shop, or distillery permits issued by the such as private bars, private clubs, restaurants, and hotels) into another defined area where consumption of the alcoholic beverages is allowed. Accordingly, the law serves to regulate the possession and consumption of open containers of alcoholic beverages within the designated social district. The law further allows non-ABC permittee businesses and private property owners located in a social district to allow on their properties open containers of alcoholic beverages sold by participating social district permittees when the social district is active. The City has established a social district designated as the Greenville Uptown Social District.

A social district must be maintained in a manner that protects the health and safety of the general public. This *Social District Management and Maintenance Plan* (“the Plan”), which has been approved by City Council, outlines the management, maintenance, and operations of the Greenville Uptown Social District. In accordance with the provisions of N.C.G.S. § 18B-300.1(d)(2), the Plan, which includes a rendering of the boundaries of the Greenville Uptown Social District and days and hours during which alcoholic beverages may be consumed in the social district, will be placed on the City’s website.

Additionally, in accordance with N.C.G.S. § 18B-300.1(d)(3), before allowing consumption of alcoholic beverages in the social district, the City will submit to the North Carolina Alcoholic Beverage Control Commission (“ABC Commission”) a detailed map of the social district with the boundaries of the social district clearly marked and the days and hours during which alcoholic beverages may be consumed in the social district.

Management of the Social District

The Greenville Uptown Social District will be jointly managed by the City’s Planning and Development Services Department, Public Works Department, and the Police Department.



Non-Permittee Business Signs

In accordance with N.C.G.S. § 18B-300.1(d)(4), the City will develop and approve uniform signs in an electronic .pdf file or similar electronic format indicating that a non-permittee business is included in the social district and allows alcoholic beverages on its premises when the social district is active. The City will then distribute the signs to non-permittee businesses that are included in the social district via email only. Participating non-permittee businesses are solely responsible for all printing and placement of required signs. The City may include private entities, including property owners or property owners' associations. A participating non-permittee business shall display the uniform sign at all times during the times when the social district is active. A customer may not bring an alcoholic beverage into a non-permittee business that does not display the uniform sign. No non-permittee business shall be required to participate or be included in a social district or to allow customers to bring alcohol onto its premises

Social District Boundaries—Map

A rendering of the boundaries of the Greenville Uptown Social District is shown on page 20.

Days and Hours of Operation

Unless otherwise suspended by operation of law, the Greenville Uptown Social District will operate on Thursday through Saturday from 11:00 a.m. to 10:00 p.m. Alcoholic beverages may be consumed in accordance with the provisions of N.C.G.S. § 18B-300.1 and City Code § 12-1-2 only during those dates and hours.

Financing

The costs of establishing and managing the Greenville Uptown Social District will be funded by the City. Permittee participants and non-permittee business participants are solely responsible for costs associated with their respective properties.

Enforcement and Penalties

Police officers with the Greenville Police Department will enforce the provisions of N.C.G.S. § 18B-300.1 and City Code § 12-1-2. A violation of the provisions of N.C.G.S. § 18B-300.1 (for example N.C.G.S. § 18B-300.1(e) and N.C.G.S. § 18B-300.1(f)) is a Class 1 misdemeanor pursuant to N.C.G.S. § 18B-102(b). A violation of the provisions of City Code § 12-1-2 may be punishable as a Class 3 misdemeanor and/or as a civil penalty as therein stated. Of note, pursuant to N.C.G.S. § 18B-300.1(h), during the days and hours when the social district is active, a non-permittee business participating in the social district shall allow law enforcement officers access to the areas of the premises accessible by customers.



Insurance

Permittee participants and non-permittee businesses are solely responsible for having and maintaining any recommended or required insurance associated with their respective properties.

Sanitation and Maintenance

The City's Public Works Department will provide sanitation services within the Greenville Uptown Social District on the property owned, occupied, or controlled by the City including trash removal and litter pick up. Permittee participants and non-permittee businesses are solely responsible for sanitation services on their private property. Trash/recycling receptacles will be located at the boundaries of the social district to encourage patrons to properly dispose of their used cups and unconsumed alcohol, as well as throughout the social district area.

Marketing and Promotion

Marketing and promotion of the Greenville Uptown Social District will be provided by the City.

Required Signs Designating the Social District

In accordance with the provisions of N.C.G.S. § 18B-300.1(d)(1), the Greenville Uptown Social District will be clearly defined with signs posted in a conspicuous location indicating which area is included in the social district, the days and hours during which alcoholic beverages may be consumed in the social district, the telephone number for the ALE Division and the Greenville Police Department, and a clear statement that an alcoholic beverage purchased from a permittee for consumption in a social district shall (1) only be consumed in the social district and (2) be disposed of before the person in possession of the alcoholic beverage exits the social district.

Suspension of the Days and/or Hours of Alcohol Consumption in All or Part of the Social District During Events Requiring Other Permits Pursuant to N.C.G.S. § 18B-3001.(j)

To ensure the overall protection of health and safety of the general public, the City Manager or designee has the authority to suspend the regular days and/or hours of alcohol consumption in all or part of the Greenville Uptown Social District during any event requiring other permits pursuant to N.C.G.S. § 18B-300.1(j). Such notice of suspension shall be made in writing and signed by the City Manager or designee. If the City Manager or designee decides to suspend the regular days and/or hours of alcohol consumption in all or part of the Greenville Uptown Social District during any event requiring other permits pursuant to N.C.G.S. § 18B-300.1(j), the City Manager or designee shall ensure that the Notice of Suspension defining the suspension (including the days, hours, and area) is posted (1) on the exterior main entry doors of City Hall and the Municipal Building and (2) on the City's website.



Open Containers Sold by Participating Permittees—N.C.G.S. § 18B-300.1(e)

In accordance with N.C.G.S. § 18B-300.1(e), a participating permittee in a social district designated by the City may sell open containers of alcoholic beverages and allow customers to exit its licensed premises to the social district Thursday through Saturday from 5:00 p.m. to 10:00 p.m. and shall:

- (1) Only sell and serve alcoholic beverages on its licensed premises.
- (2) Only sell alcoholic beverages for consumption in social district and off the premises of the permittee in a container that meets **all** of the following requirements:
 - a) The container clearly identifies the ABC permittee from which the alcoholic beverage was purchased.
 - b) The container clearly displays a logo or some other mark that is unique to the social district in which it will be consumed.
 - c) The container is not comprised of glass.
 - d) The container displays, in no less than 12-point font, the statement, “Drink Responsibly – Be 21.”
 - e) The container shall not hold more than 16 fluid ounces.

Limitations on Open Containers—N.C.G.S. § 18B-300.1(f)

In accordance with N.C.G.S. § 18B-300.1(f), except as otherwise allowed by City Code, the possession and consumption of an open container of an alcoholic beverage in a social district designated by the City is subject to all of the following requirements:

- (1) A customer may only possess and consume open containers of alcoholic beverages that were purchased from a permittee located in the social district.
- (2) Customer-purchased open containers of alcoholic beverages in the social district shall only be in containers meeting the requirements set forth in N.C.G.S. § 18B-300.1(e), except for open containers sold by a permittee for consumption on the permittee’s premises.
- (3) A customer may only possess and consume open containers of alcoholic beverages in the social district on Thursday through Saturday from 5:00 p.m. to 10:00 p.m.
- (4) A customer shall not possess at one time open containers of alcoholic beverages in the social district in excess of the number of alcoholic beverages that may be sold and delivered by a retail permittee as set forth in N.C.G.S. § 18B-1010. Pursuant



to N.C.G.S. § 18B-1010, a social district permittee participant may sell and deliver open containers of alcoholic beverage drinks to a single patron with the following limitations:

- a) Not more than two alcoholic beverage drinks at one time if the alcoholic beverage drinks are any of the following:
 - 1. A malt beverage.
 - 2. Unfortified wine.
 - 3. Fortified wine.
 - b) Not more than one alcoholic beverage at one time if an alcoholic beverage drink is a mixed beverage or contains spirituous liquor.
- (5) A customer shall dispose of any open container of an alcoholic beverage purchased from a social district permittee participant in the customer's possession prior to exiting the social district unless the customer is reentering the licensed premises of the permittee participant where the customer purchased the alcoholic beverage.
- (6) Notwithstanding N.C.G.S. § 18B-300 and N.C.G.S. § 18B-301, a social district permittee participant or non-permittee business participant may allow a customer to possess and consume on the business's premises alcoholic beverages purchased from any social district permittee participant in the social district.

Of additional note, Session Law 2022-49 also amended N.C.G.S. § 18B-301 (Possession and consumption of fortified wine and spirituous liquor.) by adding a new subsection (b1), which states: “(b1) Possession in a Social District or Common Area. – It shall be lawful, without an ABC permit, for a person to possess an open container of fortified wine or spirituous liquor in a social district or a designated consumption area under a common area entertainment permit in compliance with the provisions of G.S. 18B-300.1 or G.S. 18B-1001.5, respectively.”



N.C.G.S. § 18B-300.1



N.C.G.S. § 18B-300.1. Authorization and regulation of social districts.

(a) Policy. – The intent of this section is to regulate open containers of alcoholic beverages that customers of a permittee take from the permittee’s licensed premises into another area where consumption of the alcoholic beverages is allowed. This section shall not in any way limit the consumption or possession of alcoholic beverages otherwise allowed under this Chapter.

(b) Definitions. – The following definitions apply in this section:

- (1) Customer. – A person who purchases an alcoholic beverage from a permittee that is in a social district.
- (2) Non-permittee business. – A business that is located in a social district and does not hold any ABC permit.
- (3) Permittee. – An establishment holding any of the following permits issued by the Commission:
 - a. An on-premises malt beverage permit issued pursuant to G.S. 18B-1001(1).
 - b. An on-premises unfortified wine permit issued pursuant to G.S. 18B-1001(3).
 - c. An on-premises fortified wine permit issued pursuant to G.S. 18B-1001(5).
 - d. A mixed beverages permit issued pursuant to G.S. 18B-1001(10).
 - e. A wine shop permit issued pursuant to G.S. 18B-1001(16).
 - f. A distillery permit issued pursuant to G.S. 18B-1100(5).
- (4) Social district. – A defined area in which a person may consume alcoholic beverages sold by a permittee. A social district may include both indoor and outdoor areas of businesses within or contiguous to the defined area during the days and hours set by the local government by ordinance pursuant to subsection (d) of this section. A social district may include privately owned property, including permittees and non-permittee businesses, and multi-tenant establishments, as defined in G.S. 18B-1001.5, and public streets, crosswalks, or parking areas whether or not the streets or parking areas are closed to vehicle traffic.

(c) Local Ordinances Authorized. – Pursuant to G.S. 153A-145.9, a county may adopt an ordinance designating one or more social districts in the parts of the county outside any city. Pursuant to G.S. 160A-205.4, a city may adopt an ordinance designating one or more social districts.

(d) Requirements for Designation. – A social district designated under this section shall meet all of the following requirements:

- (1) The social district shall be clearly defined with signs posted in a conspicuous location indicating which area is included in the social district, the days and hours during which alcoholic beverages may be consumed in the social district, the telephone number for the ALE Division and the local law enforcement agency with jurisdiction over the area comprising the social district, and a clear statement that an alcoholic beverage purchased from a permittee for consumption in a social district shall (i) only be consumed in the social district and (ii) be disposed of before the person in



possession of the alcoholic beverage exits the social district. The hours set by a city or county during which customer-purchased alcoholic beverages may be consumed in a social district shall be in accordance with G.S. 18B-1004.

- (2) The city or county, or the city's or county's designee, shall establish or approve management and maintenance plans for the social district and post these plans, along with a rendering of the boundaries of the social district and days and hours during which alcoholic beverages may be consumed in the social district, on the website for the city or county. The city's or county's designee may include a private entity, including a property owner or property owner's association. Any plan established under this subdivision shall be approved by the governing body of the city or county. The social district shall be maintained in a manner that protects the health and safety of the general public. The city or county may establish guidelines in the ordinance establishing the social district or in its management and maintenance plan to allow for suspension of regular days and hours of alcohol consumption in all or part of a social district during events requiring other permits pursuant to subsection (j) of this section.
- (3) Before allowing consumption of alcoholic beverages in a social district, the city or county shall submit to the Commission a detailed map of the social district with the boundaries of the social district clearly marked, and the days and hours during which alcoholic beverages may be consumed in the social district. The city or county shall only be required to submit a revised map to the Commission if the city or county amends the geographic footprint of a social district. A permittee may be included in the social district even if it chooses to exclude open containers of alcoholic beverages purchased from other permittees in the social district.
- (4) The city or county, or the city's or county's designee, shall develop or approve uniform signs indicating that a non-permittee business is included in the social district and allows alcoholic beverages on its premises when the social district is active and distribute the signs to non-permittee businesses that are included in the social district. The city's or county's designee may include a private entity, including a property owner or property owner's association. The signs may be in the form of a sticker, placard, or other format as deemed appropriate by the city or county. A participating non-permittee business shall display the uniform sign at all times during the times when the social district is active. A customer may not bring an alcoholic beverage into a non-permittee business that does not display the uniform sign. No non-permittee business shall be required to participate or be included in a social district or to allow customers to bring alcohol onto its premises.

(e) **Open Containers Sold by Permittees.** – A permittee located in a social district may sell open containers of alcoholic beverages and allow customers to exit its licensed premises to the social district in accordance with the following requirements:



- (1) The permittee shall only sell and serve alcoholic beverages on its licensed premises.
- (2) The permittee shall only sell an open container of an alcoholic beverage for consumption in the social district and off the premises of the permittee in a container that meets all of the following requirements:
 - a. The container clearly identifies the permittee from which the alcoholic beverage was purchased.
 - b. The container clearly displays a logo or some other mark that is unique to the social district in which it will be consumed.
 - c. The container is not comprised of glass.
 - d. The container displays, in no less than 12-point font, the statement, “Drink Responsibly – Be 21.”
 - e. The container shall not hold more than 16 fluid ounces.
- (3) Nothing in this subsection shall be construed to authorize the sale and delivery of alcoholic beverage drinks in excess of the limitation set forth in G.S. 18B-1010.

(f) **Limitations on Open Containers.** – Except where otherwise allowed by local ordinance, the possession and consumption of an open container of an alcoholic beverage in a social district is subject to all of the following requirements:

- (1) A customer may only possess and consume open containers of alcoholic beverages that were purchased from a permittee located in the social district.
- (2) Customer-purchased open containers of alcoholic beverages in the social district shall only be in containers meeting the requirements set forth in subsection (e) of this section, except for open containers sold by a permittee for consumption on the permittee’s premises.
- (3) A customer may only possess and consume open containers of alcoholic beverages in the social district during the days and hours set by the city or county in accordance with subsection (b) of this section, not to exceed the hours for consumption authorized pursuant to G.S. 18B-1004.
- (4) A customer shall not possess at one time open containers of alcoholic beverages in the social district in excess of the number of alcoholic beverages that may be sold and delivered by a retail permittee as set forth in G.S. 18B-1010.
- (5) A customer shall dispose of any open container of an alcoholic beverage purchased from a permittee in the customer’s possession prior to exiting the social district unless the customer is reentering the licensed premises of the permittee where the customer purchased the alcoholic beverage.
- (6) Notwithstanding G.S. 18B-300 and G.S. 18B-301, a permittee or non-permittee business may allow a customer to possess and consume on the business’s premises alcoholic beverages purchased from a permittee in the social district.

(g) **Limitations on Closed Containers.** – A person, including a customer who is in possession of an open container of an alcoholic beverage authorized under this section, may possess alcoholic beverages in closed containers in a social district to the extent allowed by law.



(h) Responsibilities of Non-Permittee Businesses. – A non-permittee business that is part of a social district and that allows customers to bring alcoholic beverages onto its premises shall not be responsible for enforcement of this Chapter. All non-permittee businesses that are part of a social district and that allow customers to bring alcoholic beverages onto their premises shall clearly post signage on any exits that do not open to the social district indicating that alcoholic beverages may not be taken past that point. During the days and hours when the social district is active, a non-permittee business that allows customers to bring alcoholic beverages onto its premises shall allow law enforcement officers access to the areas of the premises accessible by customers.

(i) Multi-Tenant Establishments Located in a Social District. – Permittees and non-permittee businesses in a multi-tenant establishment located within a social district may participate in the social district regardless of whether the multi-tenant establishment has a common area entertainment permit.

(j) Interaction with Other Permits. – The Commission shall issue permits for special events occurring partially or entirely within the boundaries of a social district as follows:

- (1) The Commission may issue special one-time permits pursuant to G.S. 18B-1002(a)(2) or (a)(5) for events occurring on premises located partially or entirely within the boundaries of a social district. If the event is scheduled to occur during hours when alcoholic beverages may be consumed in the social district, the event permittee shall, in addition to obtaining such signed law enforcement notification as may be required under the Commission's rules, include in such notification a statement that the event is to occur in a social district during days and hours designated for consumption of alcoholic beverages.
- (2) A permittee holding a winery special event permit, malt beverage special event permit, or spirituous liquor special event permit pursuant to G.S. 18B-1114.1, 18B-1114.5, and 18B-1114.7, respectively, may sell and serve products at special events taking place in a social district.
- (3) A permittee holding a mixed beverages catering permit pursuant to G.S. 18B-1001(12) may serve spirituous liquor to guests at events taking place in a social district.



Resolution Creating the Greenville Uptown Social District



RESOLUTION NO. 2023-

RESOLUTION OF THE GREENVILLE CITY COUNCIL TO AUTHORIZE AND DESIGNATE THE GREENVILLE UPTOWN SOCIAL DISTRICT

WHEREAS, Session Law 2022-49, Part XX, Section 3.(e) and Section 3.(f) authorizes a city to adopt an ordinance designating a social district for use in accordance with N.C.G.S. § 18B-300.1; and

WHEREAS, N.C.G.S. § 18B-300.1 defines a social district as “a defined area in which a person may consume alcoholic beverages sold by a permittee [which] may include both indoor and outdoor areas of businesses within or contiguous to the defined area during the days and hours set by the local government by ordinance pursuant to [N.C.G.S. § 18B-300.1(d)]. A social district may include privately owned property, including permittees and non-permittee businesses, and multi-tenant establishments, as defined in [N.C.G.S. §] 18B-1001.5, and public streets, crosswalks, or parking areas whether or not the streets or parking areas are closed to vehicle traffic;” and

WHEREAS, in accordance with the law, once a city designates a social district, participating ABC permittees can sell alcoholic beverages in authorized containers to patrons to be possessed and consumed within the social district; and

WHEREAS, the Greenville Uptown Social District shall be created and managed by the City of Greenville; and

WHEREAS, the City Council finds that the designation of the Greenville Uptown Social District pursuant to Session Law 2022-49 is in the best interests of the citizens and businesses of the City of Greenville; and

WHEREAS, the City Council designates the social district defined and shown in the Ordinance as the Greenville Uptown Social District; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville, North Carolina, that it does hereby adopt and approve the Ordinance attached hereto creating the Greenville Uptown Social District and the *Social District Management and Maintenance Plan*.

ADOPTED this the _____ day of _____, 2023.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk



Ordinance Creating the Greenville Uptown Social District



ORDINANCE NO. 23-_____

AN ORDINANCE TO REVISE PART II, TITLE 12, CHAPTER 1, SECTION 2 OF
THE CODE OF ORDINANCES, CITY OF GREENVILLE TO CREATE THE
GREENVILLE UPTOWN SOCIAL DISTRICT

WHEREAS, in accordance with Session Law 2022-49, Sections 3.(e) and 3.(f), which amends North Carolina General Statute (N.C.G.S.) § 160A-205.4 and creates N.C.G.S. § 18B-300.1, the City Council of the City of Greenville desires to revise and amend Part II, Title 12, Chapter 1, Section 3 of the Code of Ordinances, City of Greenville to revise the existing provisions regarding social districts and create and designate the Greenville Uptown Social District in accordance with N.C.G.S. § 18B-300.1;

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

SECTION 1. That Part II, Title 12, Chapter 1, Section 2, Subsection (E) of the Code of Ordinances, City of Greenville, is repealed and hereby replaced and amended to now read as follows:

SEC. 12-1-2 ALCOHOLIC BEVERAGES; SOCIAL DISTRICTS.

(E) Social Districts.

- (1) *Creation.* Pursuant to the provisions of N.C.G.S. § 160A-205.4, N.C.G.S. § 18B-300.1, and as otherwise allowed by State law one or more social districts may be created within the City.
- (2) *Management.* City social districts shall be created, designated, and managed in accordance with the requirements contained in N.C.G.S. §160A-205.4, Chapter 18B of the North Carolina General Statutes, and this section.
- (3) *Designated social districts.* The City hereby creates and designates the following Social District(s):
 - (a) The Greenville Uptown Social District, which shall be designated as follows:
 1. *Detailed Map of the Greenville Uptown Social District.*
A detailed map of the Greenville Uptown Social District



with the boundaries of the social district clearly marked is attached as Exhibit A. The most current version of said map is available at the City Clerk's office and on the City's website, is fully incorporated by reference herein, and shall be deemed to have the same force and effect as if attached and set forth in full herein.

2. *All sidewalks and crosswalks included.* All sidewalks, marked crosswalks, and unmarked crosswalks at intersections within the boundaries of the Greenville Uptown Social District are specifically included in the Greenville Uptown Social District.
3. *All streets and parking lots excluded.* All streets and parking lots within or abutting the boundaries of the Greenville Uptown Social District are specifically excluded from the Greenville Uptown Social District.
- (4) *Social district days and hours.* Alcoholic beverages may be consumed by customers in accordance with the provisions of N.C.G.S. § 18B-300.1 and this section in the Greenville Uptown Social District Thursday through Saturday from 11:00 a.m. to 10:00 p.m.
- (5) *Social district operation.* The operation of the Greenville Uptown Social District, including guidelines regarding the suspension of regular days and hours of alcohol consumption in all or part of a social district during events requiring other permits pursuant to N.C.G.S. § 18B-300.1(j), shall be established by and contained in the *Social District Management and Maintenance Plan*.
- (6) *Suspension of the social district.* In addition to any other authority authorized by law, as may be required to protect the health and safety of the general public, the City Manager or designee may suspend operations of any or all social districts.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. Any part or provision of this ordinance found by a court of competent jurisdiction to be in violation of the Constitution or laws of the United States or North



Carolina is hereby deemed severable and shall not affect the validity of the remaining provisions of the ordinance.

SECTION 4. This ordinance will become effective February 1, 2023.

ADOPTED, this the _____ day of _____, 2023.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

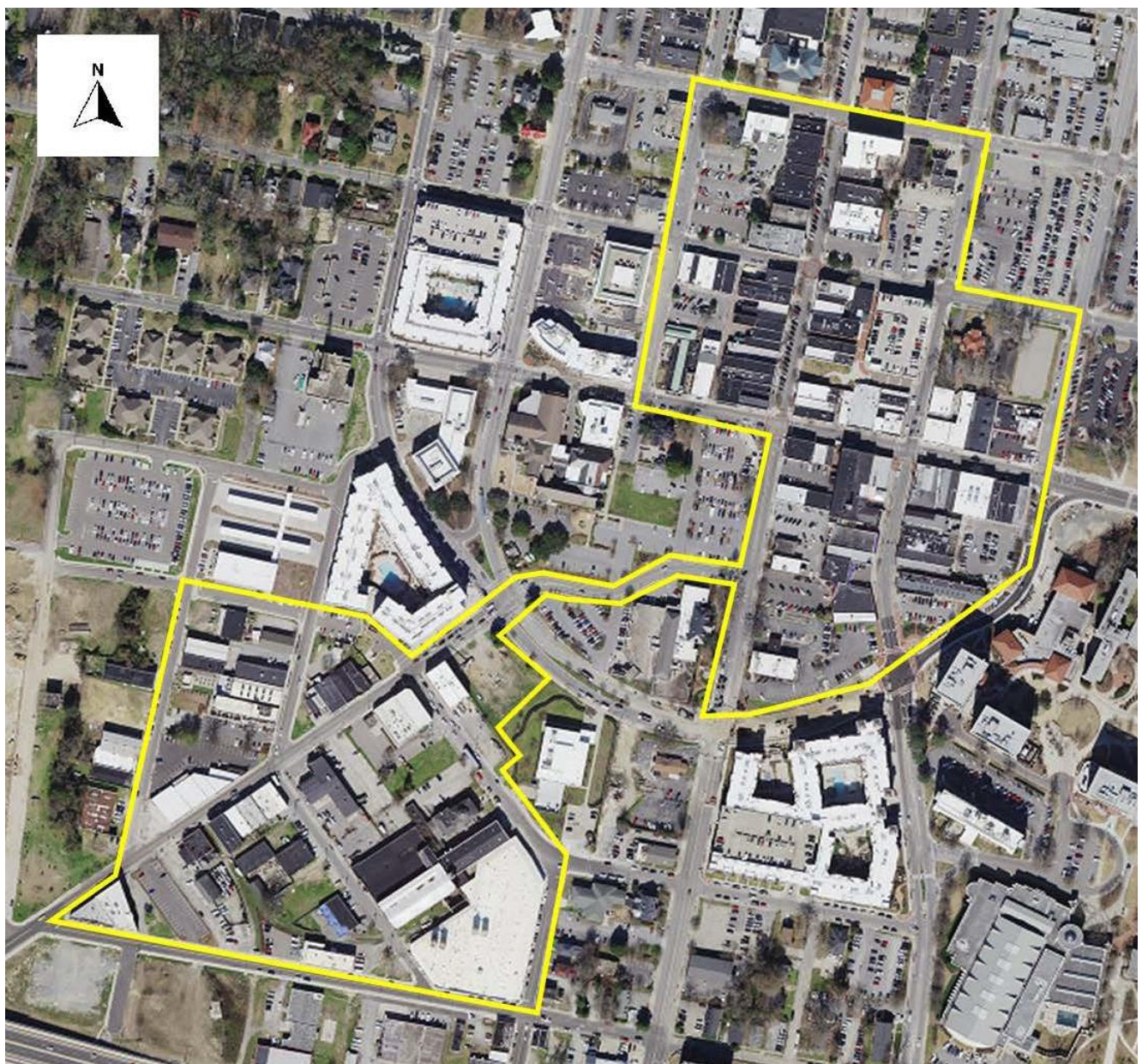


Map of the Greenville Uptown Social District



Greenville Uptown Social District

- The boundaries of the Greenville Uptown Social District are defined as the area highlighted in yellow.
- Alcoholic beverages sold and served by participating permittees may only be consumed by customers in the Greenville Uptown Social District Thursday through Saturday from 11:00 a.m. to 10:00 p.m.
- All sidewalks and crosswalks within the boundaries are allowed for possession and consumption of alcoholic beverages sold by participating permittees.
- All streets and parking lots within the boundaries are excluded and ARE NOT allowed for possession and consumption of alcoholic beverages.
- Participating non-permittee businesses in the Greenville Uptown Social District may allow, on their properties, customers in possession of alcoholic beverages purchased from a participating permittee.



ORDINANCE NO. 23-_____

AN ORDINANCE TO REVISE PART II, TITLE 12, CHAPTER 1, SECTION 2 OF
THE CODE OF ORDINANCES, CITY OF GREENVILLE TO CREATE THE
GREENVILLE UPTOWN SOCIAL DISTRICT

WHEREAS, in accordance with Session Law 2022-49, Sections 3.(e) and 3.(f), which amends North Carolina General Statute (N.C.G.S.) § 160A-205.4 and creates N.C.G.S. § 18B-300.1, the City Council of the City of Greenville desires to revise and amend Part II, Title 12, Chapter 1, Section 3 of the Code of Ordinances, City of Greenville to revise the existing provisions regarding social districts and create and designate the Greenville Uptown Social District in accordance with N.C.G.S. § 18B-300.1;

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

SECTION 1. That Part II, Title 12, Chapter 1, Section 2, Subsection (E) of the Code of Ordinances, City of Greenville, is repealed and hereby replaced and amended to now read as follows:

SEC. 12-1-2 ALCOHOLIC BEVERAGES; SOCIAL DISTRICTS.

(E) Social Districts.

- (1) *Creation.* Pursuant to the provisions of N.C.G.S. § 160A-205.4, N.C.G.S. § 18B-300.1, and as otherwise allowed by State law one or more social districts may be created within the City.
- (2) *Management.* City social districts shall be created, designated, and managed in accordance with the requirements contained in N.C.G.S. §160A-205.4, Chapter 18B of the North Carolina General Statutes, and this section.
- (3) *Designated social districts.* The City hereby creates and designates the following Social District(s):
 - (a) The Greenville Uptown Social District, which shall be designated as follows:
 1. *Detailed Map of the Greenville Uptown Social District.* A detailed map of the Greenville Uptown Social District with the boundaries of the social district clearly marked is attached as Exhibit A. The most current version of

said map is available at the City Clerk's office and on the City's website, is fully incorporated by reference herein, and shall be deemed to have the same force and effect as if attached and set forth in full herein.

2. *All sidewalks and crosswalks included.* All sidewalks, marked crosswalks, and unmarked crosswalks at intersections within the boundaries of the Greenville Uptown Social District are specifically included in the Greenville Uptown Social District.
3. *All streets and parking lots excluded.* All streets and parking lots within or abutting the boundaries of the Greenville Uptown Social District are specifically excluded from the Greenville Uptown Social District.
- (4) *Social district days and hours.* Alcoholic beverages may be consumed by customers in accordance with the provisions of N.C.G.S. § 18B-300.1 and this section in the Greenville Uptown Social District Thursday through Saturday from 11:00 a.m. to 10:00 p.m.
- (5) *Social district operation.* The operation of the Greenville Uptown Social District, including guidelines regarding the suspension of regular days and hours of alcohol consumption in all or part of a social district during events requiring other permits pursuant to N.C.G.S. § 18B-300.1(j), shall be established by and contained in the *Social District Management and Maintenance Plan*.
- (6) *Suspension of the social district.* In addition to any other authority authorized by law, as may be required to protect the health and safety of the general public, the City Manager or designee may suspend operations of any or all social districts.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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

SECTION 4. This ordinance will become effective February 1, 2023.

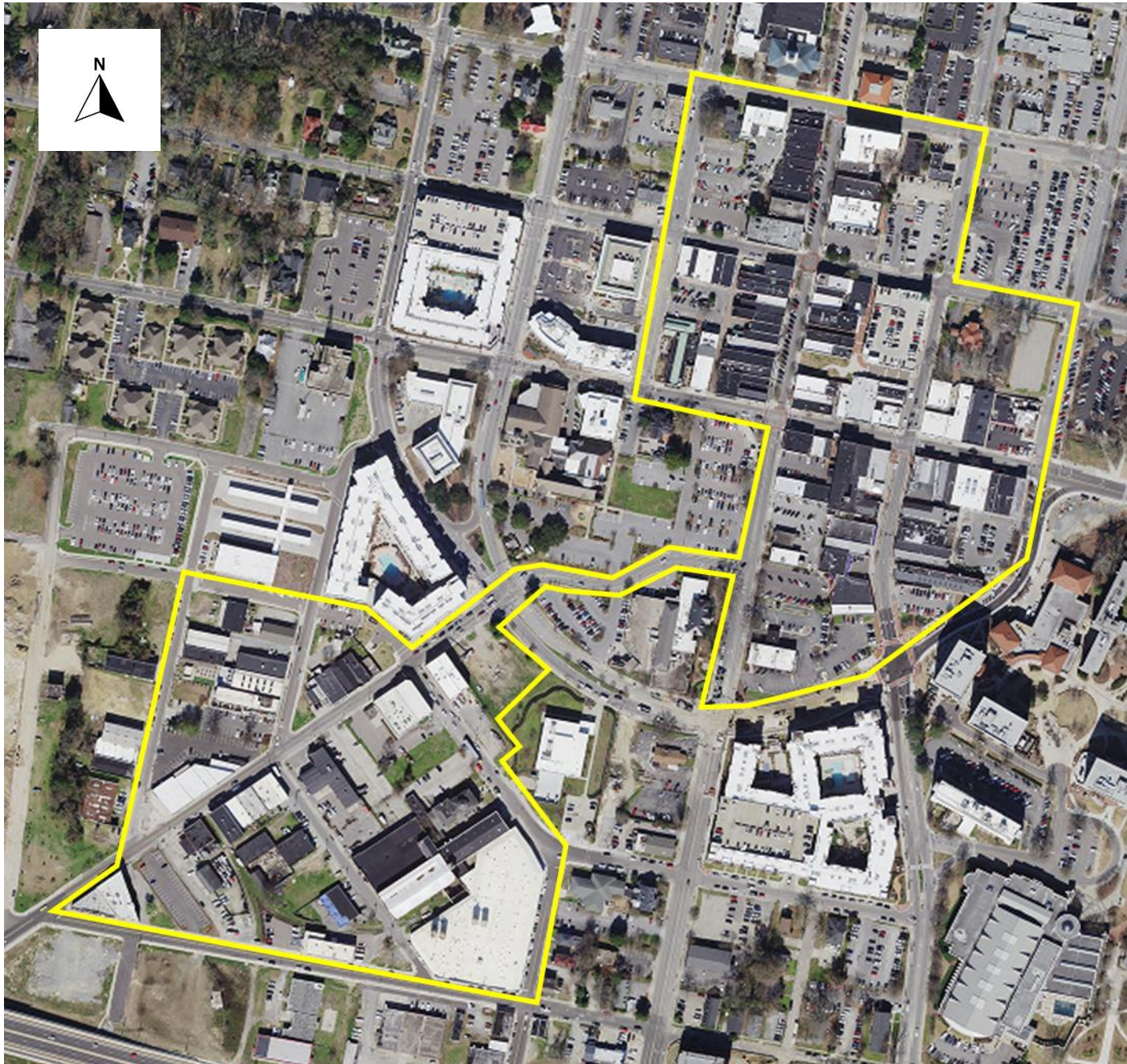
ADOPTED, this the _____ day of _____, 2023.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

Exhibit A—Greenville Uptown Social District



- The boundaries of the Greenville Uptown Social District are defined as the area highlighted in yellow.
- Alcoholic beverages sold and served by participating permittees may only be consumed by customers in the Greenville Uptown Social District Thursday through Saturday from 11:00 a.m. to 10:00 p.m.
- All sidewalks and crosswalks within the boundaries are allowed for possession and consumption of alcoholic beverages sold by participating permittees.
- All streets and parking lots within the boundaries are excluded and ARE NOT allowed for possession and consumption of alcoholic beverages.
- Participating non-permittee businesses in the Greenville Uptown Social District may allow, on their properties, customers in possession of alcoholic beverages purchased from a participating permittee.

RESOLUTION NO. 2023-

RESOLUTION OF THE GREENVILLE CITY COUNCIL TO AUTHORIZE AND DESIGNATE THE GREENVILLE UPTOWN SOCIAL DISTRICT

WHEREAS, Session Law 2022-49, Part XX, Section 3.(e) and Section 3.(f) authorizes a city to adopt an ordinance designating a social district for use in accordance with N.C.G.S. § 18B-300.1; and

WHEREAS, N.C.G.S. § 18B-300.1 defines a social district as “a defined area in which a person may consume alcoholic beverages sold by a permittee [which] may include both indoor and outdoor areas of businesses within or contiguous to the defined area during the days and hours set by the local government by ordinance pursuant to [N.C.G.S. § 18B-300.1(d)]. A social district may include privately owned property, including permittees and non-permittee businesses, and multi-tenant establishments, as defined in [N.C.G.S. §] 18B-1001.5, and public streets, crosswalks, or parking areas whether or not the streets or parking areas are closed to vehicle traffic;” and

WHEREAS, in accordance with the law, once a city designates a social district, participating ABC permittees can sell alcoholic beverages in authorized containers to patrons to be possessed and consumed within the social district; and

WHEREAS, the Greenville Uptown Social District shall be created and managed by the City of Greenville; and

WHEREAS, the City Council finds that the designation of the Greenville Uptown Social District pursuant to Session Law 2022-49 is in the best interests of the citizens and businesses of the City of Greenville; and

WHEREAS, the City Council designates the social district defined and shown in the Ordinance as the Greenville Uptown Social District; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville, North Carolina, that it does hereby adopt and approve the Ordinance attached hereto creating the Greenville Uptown Social District and the *Social District Management and Maintenance Plan*.

ADOPTED this the _____ day of _____, 2023.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

1167989v2



City of Greenville, North Carolina

Meeting Date: 01/09/2023

Title of Item: Budget Ordinance Amendment #5 to the 2022-2023 City of Greenville Budget (Ordinance #22-045) and the Capital Projects Funds (Ordinance #17-024)

Explanation: Attached for consideration at the January 9, 2023 City Council meeting is an ordinance amending the 2022-2023 City of Greenville Budget (Ordinance #22-045) and Capital Projects Funds (Ordinance #17-024).

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

<u>Item</u>	<u>Justification</u>	<u>Funds</u>	<u>Net</u>
		<u>Amended</u>	<u>Adjustment</u>
A	To reclassify capital expenses within the General Fund to their respective departments.	General Fund	\$-
B	To recognize additional MPO grant funding in the received current fiscal year based on the final allocation amount received from NCDOT.	General Fund	\$202,198
C	To carry over remaining funding for the current job creation grants, originally obligated in previous fiscal years	General Fund	\$188,390

D	To recognize the PARTF Grant funds received for the Wildwood Project in the Recreation & Parks Capital Project Fund	Rec & Parks Capital Projects	\$481,350
E	To use contingency funds for the renovation of the Brownhill Cemetery Entrance.	General Fund	\$-

Fiscal Note:

The Budget Ordinance Amendment affects the following funds:

<u>Fund</u>	<u>2022-23 Revised Budget</u>	<u>Amendment #5</u>	<u>2022-23 Budget per Amendment #5</u>
General	\$98,873,652	\$390,588	\$99,264,240
Debt Service	6,322,622	-	6,322,622
Public Transportation (Transit)	4,199,872	-	4,199,872
Capital Reserve	1,250,000	-	1,250,000
Fleet Maintenance	5,415,142	-	5,415,142
Sanitation	8,513,983	-	8,513,983
Stormwater	10,963,969	-	10,963,969
Housing	1,981,972	-	1,981,972
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	13,784,014	-	13,784,014
Public Works Capital Projects	58,993,491	-	58,993,491
Recreation & Parks Capital Projects	15,615,556	481,350	16,096,906
Community Development Capital Projects	19,404,227	-	19,404,227
Red Light Camera Program	1,800,000	-	1,800,000
Engineering Capital Projects	30,403,753	-	32,403,753
Occupancy Tax	4,096,128	-	4,096,128
Fire/Rescue Capital Projects	12,919,177	-	12,919,177

Recommendation:

Approve Budget Ordinance Amendment #5 to the 2022-2023 City of Greenville Budget (Ordinance #22-045) and the Capital Projects Funds (Ordinance #17-024).

ATTACHMENTS

 [BA #5.xlsx](#)

ORDINANCE NO. 23-
CITY OF GREENVILLE, NORTH CAROLINA
Ordinance (#5) Amending the 2022-23 Budget (Ordinance #22-045),
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. General Fund, of Ordinance #22-045 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	Budget Amendment #5						2022-23 Budget per Amend #5
	2022-23 Revised Budget	A.	B.	C.	E.	Total Amend #5	
ESTIMATED REVENUES							
Property Tax	\$ 38,030,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 38,030,400
Sales Tax	26,935,346	-	-	-	-	-	26,935,346
Video Prog. & Telecom. Service Tax	793,717	-	-	-	-	-	793,717
Rental Vehicle Gross Receipts	176,125	-	-	-	-	-	176,125
Utilities Franchise Tax	6,828,328	-	-	-	-	-	6,828,328
Motor Vehicle Tax	1,746,059	-	-	-	-	-	1,746,059
Other Unrestricted Intergov't	871,145	-	-	-	-	-	871,145
Powell Bill	2,123,924	-	-	-	-	-	2,123,924
Restricted Intergov't Revenues	465,601	-	202,198	-	-	202,198	667,799
Licenses, Permits and Fees	4,341,722	-	-	-	-	-	4,341,722
Rescue Service Transport	3,200,000	-	-	-	-	-	3,200,000
Parking Violation Penalties, Leases,	275,000	-	-	-	-	-	275,000
Other Sales & Services	378,697	-	-	-	-	-	378,697
Other Revenues	1,036,194	-	-	-	-	-	1,036,194
Interest on Investments	742,690	-	-	-	-	-	742,690
Transfers In GUC	7,074,328	-	-	-	-	-	7,074,328
Appropriated Fund Balance	3,854,376	-	-	188,390	-	188,390	4,042,766
Total Revenues	\$ 98,873,652	\$ -	\$ 202,198	\$ 188,390	\$ -	\$ 390,588	\$ 99,264,240
APPROPRIATIONS							
Mayor/City Council	\$ 523,950	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 523,950
City Manager	3,129,886	126	-	188,390	-	188,516	3,318,402
City Clerk	362,930	20,000	-	-	-	20,000	382,930
City Attorney	686,116	-	-	-	-	-	686,116
Human Resources	4,390,205	73	-	-	-	73	4,390,278
Information Technology	3,643,575	187	-	-	-	187	3,643,762
Engineering	5,141,209	108,142	202,198	-	-	310,340	5,451,549
Fire/Rescue	17,631,764	17,203	-	-	-	17,203	17,648,967
Financial Services	2,875,703	188	-	-	-	188	2,875,891
Recreation & Parks	8,105,293	31,603	-	-	-	31,603	8,136,896
Police	28,616,470	243,412	-	-	-	243,412	28,859,882
Public Works	6,280,769	44,692	-	-	75,000	119,692	6,400,461
Planning & Development	3,441,044	8,392	-	-	-	8,392	3,449,436
OPEB	700,000	-	-	-	-	-	700,000
Capital Improvements	474,018	(474,018)	-	-	-	(474,018)	-
Contingency	100,000	-	-	-	(75,000)	(75,000)	25,000
Indirect Cost Reimbursement	(1,950,887)	-	-	-	-	-	(1,950,887)
Total Appropriations	\$ 84,152,045	\$ -	\$ 202,198	\$ 188,390	\$ -	\$ 390,588	\$ 84,542,633
OTHER FINANCING SOURCES							
Transfers to Other Funds	\$ 14,721,607	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,721,607
Total Other Financing Sources	\$ 14,721,607	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,721,607
Total Approp & Other Fin Sources	\$ 98,873,652	\$ -	\$ 202,198	\$ 188,390	\$ -	\$ 390,588	\$ 99,264,240

Section II: 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:

	2022-23 Revised Budget	D.	Total Amend #5	2022-23 Budget per Amend #5
ESTIMATED REVENUES				
Restricted Intergovernmental	\$ 760,857	\$ 481,350	\$ 481,350	\$ 1,242,207
Transfer from General Fund	2,623,484	-	-	2,623,484
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
Total Revenues	\$ 15,615,556	\$ 481,350	\$ 481,350	\$ 16,096,906
APPROPRIATIONS				
Water Sports Facility Project	\$ 794,675	\$ -	\$ -	\$ 794,675
Wildwood Park	8,769,519	481,350	481,350	9,250,869
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
Off-Leash Dog Park	175,000	-	-	175,000
Parks Comprehensive Master Plan	147,000	-	-	147,000
Transfer to Other Fund	24,383	-	-	24,383
Total Appropriations	\$ 15,615,556	\$ 481,350	\$ 481,350	\$ 16,096,906

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

Adopted this 9th day of January, 2023

P. J. Connelly, Mayor

ATTEST:

Valerie P. Shiuwegar, City Clerk