



Agenda

Greenville City Council

October 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 - Mayor Pro-Tem Rose Glover

III. Pledge of Allegiance

IV. Roll Call

V. Approval of Agenda

VI. Special Recognitions

1. Greenville Fire/Rescue and ECU Division of EMS Personnel for Outstanding Response to Cardiac Arrest in Dowdy-Ficklen Stadium

VII. Public Comment Period

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

an opportunity to speak until the allocated 30 minutes expires.

VIII. Consent Agenda

2. Ordinance and Reimbursement Resolution for Amendment to Greenville Utilities Commission's Capital Project Budget for Bethel Wastewater System Improvements
3. Resolution Authorizing Grant of a Sanitary Sewer Easement and Water Line Easement to the Pitt-Greenville Airport Authority Across Tax Parcel No. 29143
4. License Agreement with Sound Rivers for Placement of a Trash Trap in Greens Mill Run at Greensprings Park
5. Resolution approving an Encroachment Agreement with the North Carolina Department of Transportation for the Placement of a Public Art Sculpture at Dickinson Avenue and Columbia Avenue
6. Disposal of the City of Greenville's "Welcome to Greenville" Sign to the North Carolina Department of Transportation
7. Proposed 2024 Schedule of City Council Meetings
8. Proposed Budget Schedule for Fiscal Year 2024-2025
9. Various tax refunds greater than \$100

IX. New Business

10. Presentations by Boards and Commissions
 - a. Historic Preservation Commission
 - b. Human Relations Council
 - c. Youth Council
11. Resolution Authorizing Condemnation to Acquire Certain Property for the BUILD Grant Project
12. Contract award for Task Order 4 Design and Construction Bid for Phase 3 of the Public Works Stormwater Pipe Improvements
13. Resolution Authorizing Contract Award for the Construction of the Public Works Stormwater Pipe Improvements Phase 1 and Contract Award for Task Order 5 (CA CO Inspection) for the Public Works Stormwater Pipe Improvements
14. Ordinance Prohibiting Outdoor Mass Balloon Release Within City Limits

15. Budget Ordinance Amendment #3 to the 2023-2024 City of Greenville Budget (Ordinance #23-046), Capital Projects Funds (Ordinance #17-024), and Special Revenue Grant Fund (Ordinance #11-003)

X. Review of October 19, 2023 City Council Agenda

XI. City Manager's Report

XII. Comments from Mayor and City Council

XIII. Adjournment



City of Greenville, North Carolina

Meeting Date: 10/09/2023

Title of Item: Ordinance and Reimbursement Resolution for Amendment to Greenville Utilities Commission's Capital Project Budget for Bethel Wastewater System Improvements

Explanation: Prior to Greenville Utilities Commission's acquisition of the Town of Bethel's wastewater system, Bethel applied for and was notified by the Division of Water Infrastructure that they were approved for a \$3,000,000 State Reserve Project Grant. Bethel also received a \$424,000 Golden Leaf grant to fund proposed improvements to the town's main pump station. After GUC's acquisition of Bethel's wastewater system, GUC prepared and submitted to the State an Engineering Report outlining the proposed improvements needed to provide a system that would meet GUC's standards and correct operational deficiencies. The State approved moving forward with project design.

Subsequently, GUC's engineering consultant completed design and produced bidding documents receiving only two bids. As required by the State's bidding statute, the bid was readvertised, and final bids were received. Both bids exceeded the project construction budget. The low bidder was TA Loving Company in the amount of \$4,526,640. In order to move forward with this project, it is necessary to amend the budget from \$3,424,000 to \$5,224,000. This figure includes all engineering, land acquisitions, and construction costs plus a contingency of 5%.

At its regular board meeting on September 21, 2023, the GUC Board of Commissioners adopted the capital project budget amendment in the amount of \$1,800,000 and associated 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 21-052 Bethel Wastewater System Improvements.pdf](#)
- [COG Reimbursement Resolutions for SCP10241 Amendment .pdf](#)

ORDINANCE NO. 23- _____
 CITY OF GREENVILLE, NORTH CAROLINA
 TO AMEND A CAPITAL PROJECT BUDGET (ORDINANCE NO. 21-052)
 BETHEL WASTEWATER 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:

<u>Revenues</u>	<u>Current Budget</u>	<u>Change</u>	<u>Proposed Budget</u>
DEQ Water Infrastructure Division Grant	\$ 3,000,000	\$ -	\$ 3,000,000
Golden Leaf Tobacco Grant	424,000	-	424,000
Capital Projects Fund Balance	-	1,800,000	1,800,000
	<u>\$ 3,424,000</u>	<u>\$ 1,800,000</u>	<u>\$ 5,224,000</u>
 <u>Expenditures</u>			
Project Costs	<u>\$ 3,424,000</u>	<u>\$ 1,800,000</u>	<u>\$ 5,224,000</u>
	<u>\$ 3,424,000</u>	<u>\$ 1,800,000</u>	<u>\$ 5,224,000</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. 23-__
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 wastewater system improvements;
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 Additional Improvements is estimated to be not more than \$1,800,000.

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

WITNESS my hand and the official seal of said City, this ____ day of _____, 2023.

City Clerk

[SEAL]



City of Greenville, North Carolina

Meeting Date: 10/09/2023

Title of Item: Resolution Authorizing Grant of a Sanitary Sewer Easement and Water Line Easement to the Pitt-Greenville Airport Authority Across Tax Parcel No. 29143

Explanation: Greenville Utilities Commission desires to provide sanitary sewer service and water service to the Pitt-Greenville Airport Authority across property known as Tax Parcel 29143. The property is jointly owned by the City of Greenville, North Carolina, and the County of Pitt. The Pitt-Greenville Airport Authority has requested the execution of a Sanitary Sewer Easement and Water Line Easement. North Carolina General Statutes Section 160A-273 authorizes the City of Greenville to grant a Water Line Easement and a Sanitary Sewer Easement across City property.

Fiscal Note: No cost to the City.

Recommendation: Approve attached resolution, Sanitary Sewer Easement and Water Line Easement

ATTACHMENTS

- [Resolution of the City of Greenville - PN 29143.pdf](#)
- [Water Line Easement - PN 29143.pdf](#)
- [Sanitary Sewer Easement - PN 29143.pdf](#)

RESOLUTION NO. _____

RESOLUTION AUTHORIZING GRANTING OF A
SANITARY SEWER EASEMENT AND WATER LINE EASEMENT
TO THE CITY OF GREENVILLE
FOR THE USE OF THE GREENVILLE UTILITIES COMMISSION

WHEREAS, Greenville Utilities Commission desires to provide sanitary sewer service and water service to the Pitt-Greenville Airport Authority across property described in Deed Book W24 at Page 340, Pitt County Public Registry, and commonly known as Tax Parcel No. 29143 (according to the records in the Office of the Tax Assessor of Pitt County, North Carolina); and

WHEREAS, the Pitt-Greenville Airport Authority is jointly owned by the City of Greenville, North Carolina, and the County of Pitt, North Carolina; and

WHEREAS, the Pitt-Greenville Airport Authority has requested the execution of a Sanitary Sewer Easement and Water Line Easement as shown on plats prepared by Talbert & Bright, Engineering & Planning Consultants, 4810 Shelley Drive, Wilmington, NC 28405, Phone No. 910-763-5350, Fax No. 910-762-6281, NC License No. C-0713, Email TBILM@TBILM.com; and

WHEREAS, in response, Greenville Utilities Commission requests the City of Greenville to grant a Sanitary Sewer Easement and Water Line Easement across property described in Deed Book W24 at Page 340, Pitt County Public Registry, and commonly known as Tax Parcel No. 29143 (according to the records in the Office of the Tax Assessor of Pitt County, North Carolina); and

WHEREAS, Section 160A-273 of the General Statutes of North Carolina authorizes the City of Greenville, North Carolina, to grant an easement across city property.

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

Section 1. That the City Council of the City of Greenville does hereby approve the granting of a Sanitary Sewer Easement and Water Line Easement across property of the Pitt-Greenville Airport Authority as described in Deed Book W24 at Page 340, Pitt County Public Registry, and Tax Parcel No. 29143 (according to the records in the Office of the Tax Assessor of Pitt County, North Carolina), all as shown on the plats prepared by Talbert & Bright, Engineering & Planning Consultants, 4810 Shelley Drive, Wilmington, NC 28405, Phone No. 910-763-5350, Fax No. 910-762-6281, NC License No. C-0713, Email TBILM@TBILM.com (copies of which are attached hereto as Exhibit A and Exhibit B).

Section 2. That the Mayor or City Manager is hereby authorized to execute the appropriate instruments necessary to grant the Sanitary Sewer Easement and Water Line Easement for the benefit of Greenville Utilities Commission.

Section 3. This Resolution shall take effect immediately upon its adoption.

This the _____ day of _____, 2023.

CITY OF GREENVILLE

By: _____
P.J. CONNELLY, MAYOR

ATTEST:

VALERIE P. SHIUWEGAR, CITY CLERK

[SEAL]

A meeting of the City Council of the City of Greenville, North Carolina, was held on _____, 2023.

Present: _____

Absent: _____

Also Present: _____

After consideration of the foregoing Resolution, Council member _____, moved for the passage thereof, which motion was duly seconded by Council member _____, and the foregoing Resolution was passed by the following vote:

Ayes: _____

Noes: _____

* * * * *

I, Valerie Shiuwegar, City Clerk of the City of Greenville, North Carolina, DO HEREBY CERTIFY that the foregoing accurately reflects the proceedings as recorded in the minutes of the City Council of said City at a meeting held on the _____ day of _____, 2023 and contains the verbatim text of Resolution No. _____ which was duly adopted by said City Council at said meeting.

WITNESS my hand and the official seal of said City, this _____ day of _____, 2023.

City Clerk

[SEAL]

**Pitt-Greenville Airport Authority Board Meeting
Held on Wednesday, July 19, 2023 at 11:00 am
Airport Fire Rescue Building of the Pitt-Greenville Airport**

Board Members present: John Banks, Chairman; Terry Monday, Vice Chairman/Secretary/Treasurer; Dan Mayo; Cheryl Brown; Les Robinson.

Board Members not present: Christopher Nunnally; Mike Roberson;

Staff members present: Bill Hopper, Executive Director; April Cannon, Finance and Administration Manager.

Other attendees included Dave Silver, Attorney

With no one registered to speak, Chairman Banks closed the Public Forum and called the monthly Airport Authority Board meeting to order.

Approval of Minutes

Minutes from the June 21, 2023 Pitt Greenville Airport Authority Board meeting were emailed to all members for review. A motion to approve the minutes was made by Dan Mayo seconded by Les Robinson motion was unanimous, motion carried, minutes were approved

Closed Session

To discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations. Any action approving the signing of an economic development contract or commitment, or the action authorizing the payment of economic

Exhibit "C"

development expenditures, shall be taken in an open session also to establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other material terms of an employment contract or proposed employment contract.

A motion to go into closed session was made by Terry Monday, seconded by Les Robinson motion was unanimous, motion carried, and approved.

A motion to come out of closed session was made by Les Robinson, seconded by Dan Mayo motion was unanimous, motion carried, and approved.

Executive Director Report:

Taxiway A South Grant

- Executive Director Bill Hopper was requesting approval from the Board to accept a Grant with the FAA for \$4,240,00 to fund the design and construction of the Taxiway A South Rehabilitation. The grant offer is anticipated to be done prior to the August 23, 2023 board meeting. The Local share will be \$471,111 and will be funded thru PFCs. A motion to enter into the agreement for the Taxiway A South with FAA for \$4,240,000 was made by Les Robinson, seconded by Terry Monday motion unanimous, motion carried, motion approved

ARK Zoning

As part of the rezoning for properties with the North 24, engineering services will be required in addition to the legal services. Ark Consulting Group, PLLC has offered an agreement in a not to exceed amount of \$35,350. Arks work will be done in conjunction with the legal work being done by Ward & Smith. The properties need to be rezoned to utility-industrial. A motion to enter into a not to exceed agreement with Ark Consulting Group in the amount of \$35,350 was made by Dan Mayo, seconded by Terry Monday motion unanimous, motion carried, motion approved.

GUC Water and Sewer Easement

Executive Director Hopper advised the board that an easement with Greenville Utilities Commission is needed with the sewer and water improvements from the Hangar 25&26 PGV 18 Infrastructure Project. The lines are not in the same place as before meaning the areas in need of an easement have changed. A motion to enter into an easement agreement with GUC was made by Terry Monday, seconded by Dan Mayo motion unanimous, motion carried, motion approved.

Womack

Executive Director Hopper advised the board that Womack Electric Supply quoted 2-24 foot runs with track lighting for the new Conference room in the total of \$9,906.82. The airport received approval for the purchase from Chairman John Banks prior to the July 19, 2023 board meeting. A copy of the quote was given to the board.

S&J Generator Services

Executive Director Hopper provided a copy of S&J Generator Services quote in the amount of \$3,000. The quote is to provide an annual inspection on the two diesel generators used to back up the airfield lighting and the terminal building. Chairman John Banks approved to move forward with the A&J Generator services quote prior to the July 19, 2023 board meeting.

Vacation Schedule

Executive Director Hopper provided the board with a copy of the newly adopted City of Greenville Vacation schedule effective 7/1/2023. The changes that were made are a 15-year accrual and an increase in hours per month, per year for all service factors except under the 5 years of service. A motion to approve the airport to adopt the vacation schedule as provided was made by Cheryl Brown, seconded by Terry Monday motion unanimous, motion carried, motion approved.

Closed Session

To discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations. Any action approving the signing of an economic development contract or commitment, or the action authorizing the payment of economic development expenditures, shall be taken in an open session also to establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and

other material terms of an employment contract or proposed employment contract.

A motion to go into closed session was made by Dan Mayo, seconded by Cheryl Brown motion was unanimous, motion carried, and approved.

A motion to come out of closed session was made by Dan Mayo, seconded by Cheryl Brown motion was unanimous, motion carried, and approved

Federal/State/Local Projects

- **AIP-53 Fund 44 FY 22- Hangars 27,28, 29,30 & 31**
 - Completion punch list still in process
 - Elevation of leaks being inspected
 - Construction is complete
- **AIP-54 Fund 93 FY 22 Taxiway A North/RWY Subgrade Construction**
 - Almost complete 95%, 2 weeks ahead of schedule
 - Final Inspections in process
 - Painting to be complete around July 10th, 2023
- **AIP (Pending Grant) Fund 94 FY 23 Taxiway A South**
 - \$3.7 million has been confirmed to be allocated
 - 10% is coming from PFC's
- **PGV-18 Fund 45 FY- Hangar 25 & 26 NCDOT/SCIF GRANTS**
 - Trader Construction in progress is on a delay
 - Entering a contract with CBC.

- **FY- NCDOT Fund 47 36244.52.21.1 (Project TBD)**
 - Project not determined, Board is still discussing
 - NCDOT funding started in 12/2022

Operations Report and Financial Report

A motion for acceptance of documents for operational report, financial reports and presentation as submitted for July 19, 2023 was made by Terry Monday, seconded by Dan Mayo motion unanimous, motion carried, motion approved.

- **Airline**

- Deplane 2,485
- Enplane 2,278

- **Charters**

- Deplane 153
- Enplane 0

- There were no Casino Charters this month and only 1 ECU departure.

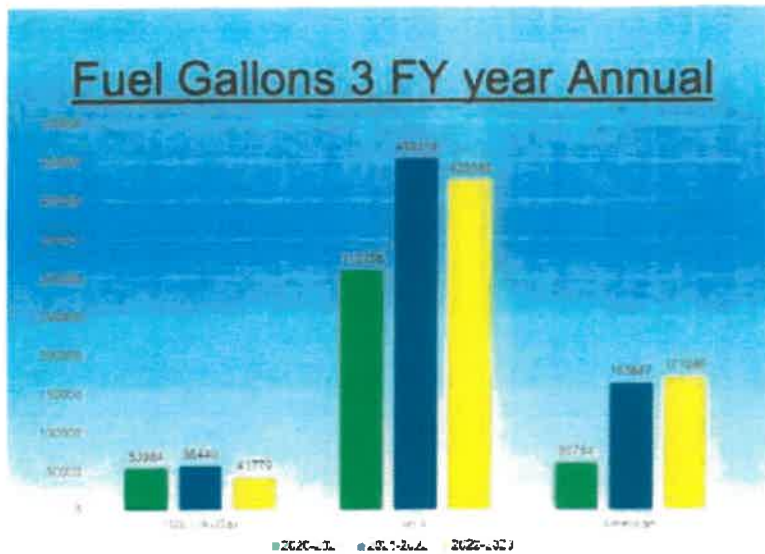
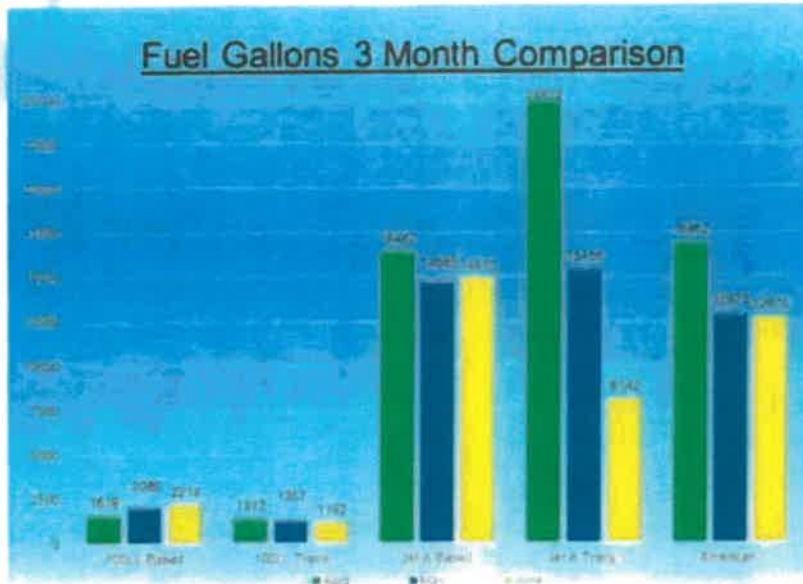


Pitt-Greenville Airport
400 Airport Road
Greenville, NC 27834
252.902.2025

PITT-GREENVILLE
AIRPORT

Operations

	2018	2019	2020	2021	2022	2023	% Change
Jan	1,021	1,357	1,627	1,637	1,392	1,159	-0.1924
Feb	1,218	1,377	1,398	1,367	1,391	1,071	-0.2988
Mar	1,280	1,717	1,104	991	1,490	1,217	-0.2243
Apr	1,659	1,545	554	2,001	1,532	1,194	-0.2998
May	1,157	1,981	1,021	2,238	1,350	1,392	0.0302
Jun	1,600	1,558	1,367	1,490	1,611	1,380	-0.1674
Jul	1,291	1,733	1,451	1,589	1,505		
Aug	20	1,845	1,353	1,504	1,488		
Sep	266	1,833	1,366	1,910	1,441		
Oct	1,615	1,857	1,290	1,664	1,250		
Nov	1,383	1,604	1,463	1,775	1,261		
Dec	1,266	1,460	1,264	1,540			
Total	13,776	19,867	15,258	19,706	15,721	7,413	





Financial Report

Martin & Starnes Assoc. will be on-site for auditing FY 22-23 the week of July 24th.

Adjourn Chairman Banks asked if there were any further discussions or questions, with no one coming forward Chairman Banks called the July 19, 2023 Pitt Greenville Airport Authority Board meeting adjourned.

Respectfully submitted,



April Cannon
Finance and Administration Manager

Prepared by: Phillip R. Dixon, Attorney
File: Greenville Utilities Commission
Post Office Box 1847
Greenville, NC 27835

PN 29143

NORTH CAROLINA
PITT COUNTY

GRANT OF WATER LINE
EASEMENT AND ACCESS EASEMENT
FOR INGRESS, EGRESS, AND REGRESS
DATE _____

KNOW ALL MEN BY THESE PRESENTS, that the undersigned "GRANTOR" (whether one or more), for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration to it in hand paid by GREENVILLE UTILITIES COMMISSION of the City of Greenville, Pitt County, North Carolina, 401 South Greene Street (PO Box 1847), Greenville, NC 27835-1847, hereinafter referred to as the "COMMISSION," the receipt of which is hereby acknowledged, does hereby grant the City of Greenville, a body politic and corporate in Pitt County, North Carolina, for use of the "COMMISSION," its licensees, successors and assigns, the right, privilege and easement to go in, through, under, and upon lands of the GRANTOR located in Greenville Township, Pitt County, North Carolina, and more fully described as follows:

A Permanent Water Line Easement ten feet (10') in width, more or less, and one thousand two hundred thirty-nine feet (1,239') in length, more or less, across a portion of Tax Parcel No. 29143 (according to the records in the Office of the Tax Administration of Pitt County, North Carolina), said property described in Deed Book W24 at Page 340, Pitt County Public Registry, and located by traveling from an Existing Iron Rod set at NCGRID (NAD 83/2011) (GRID COORD.) GRID Y= 689176.8058 FEET, GRID. X= 2481671.0511 FEET, N 75°46'26.21" W 125.192", more or less, to a point, the Point of Beginning; cornering, thence S 12°59'15.44" W 29.22', more or less (L26), to a point; cornering, thence S 32°00'44.56" E 48.86', more or less (L27), to a point; cornering, thence S 16°09'33.39" W 120.65', more or less (L28), to a point; cornering, thence S 71°54'47.72" E 25.79', more or less (L29), to a point; cornering, thence S 18°05'12.28" W 10.00', more or less (L30), to a point; cornering, thence N 71°54'47.72" W 25.36', more or less (L31), to a point; cornering, thence S 15°08'58.09" W 331.28', more or less (L32), to a point; cornering, thence S 75°08'30.61" E 24.62', more or less (L33), to a point; cornering, thence S 14°51'29.39" W 10.00', more or less (L34), to a point; cornering, thence N 75°08'30.61" W 24.63', more or less (L35), to a point; cornering, thence S 14°40'00.69" W 74.59' more or less (L36), to a point; cornering, thence N 75°19'59.31" W 154.87', more or less (L37), to a point; cornering, thence N 73°11'25.62" W 112.56', more or less (L38), to a point; cornering, thence N 29°35'09.64" W 15.12', more or less (L39), to a point; cornering, thence S 58°03'42.41" W 63.49', more or less (L40), to a point; cornering, thence S 31°53'29.82" E 8.89', more or less (L41), to a point; cornering, thence S 58°06'30.18" W 10.00', more or less (L42), to a point; cornering, thence N 31°53'29.82" W 8.88', more or less (L43), to a point; cornering, thence S 58°03'42.41" W 203.04', more or less (L44), to a point; cornering, thence S 31°56'17.59" E 66.96', more or less (L45), to a point; cornering, thence S 53°52'40.95" W 51.79', more or less (L46), to a point; cornering, thence N 36°03'55.02" W 10.00' more or less (L1), to a point; cornering, thence N 53°52'40.95" E 42.49', more or less (L2), to a point; cornering, thence N 31°56'17.59" W 67.67', more or less (L3), to a point; cornering, thence N 58°03'42.41" E 296.94', more or less (L4), to a point; cornering, thence S 29°35'09.64" E 21.54', more or less (L5), to a point; cornering, thence S 73°11'25.62" E 108.38', more or less (L6), to a point; cornering, thence, S 75°19'59.31" E 144.69', more or less (L7), to a point; cornering, thence N 14°40'00.69" E 69.63', more or less (L8), to a point; cornering, thence N 15°08'58.09" E 20.19', more or less (L9), to a point; cornering, thence N 74°35'09.64" W 15.06', more or less (L10), to a point, cornering, thence N

15°24'50.36" E 10.00' more or less (L11), to a point; cornering, thence S 74°35'09.64" E 15.01', more or less (L12), to a point; cornering, thence N 15°08'58.09" E 140.34', more or less (L13), to a point; cornering, thence N 74°35'09.64" W 14.21', more or less (L14), to a point; cornering, thence N 15°24'50.36" E 10.00', more or less (L15), to a point; cornering, thence S 74°35'09.64" E 14.17', more or less (L16), to a point; cornering, thence, N 15°08'58.09" E 161.08', more or less (L17), to a point; cornering, thence N 16°09'33.39" E 14.84', more or less (L18), to a point; cornering, thence N 74°35'09.64" W 13.82', more or less (L19), to a point; cornering, thence N 15°24'50.36" E 10.00', more or less (L20), to a point; cornering, thence S 74°35'09.64" E 13.95', more or less (L21), to a point; cornering, thence N 16°09'33.39" E 96.24' more or less (L22), to a point; cornering, thence N 32°00'44.56" W 48.53', more or less (L23), to a point; cornering, thence N 12°59'44" E 33.77', more or less (L24), to a point; cornering, thence S 74°42'50.39" E 10.01', more or less (L25), to a point, the Point of Beginning, all as shown on that certain plat entitled "Easement Map For Greenville Utilities Commission 10' Water Line Easement August 4, 2023", PGV Pitt-Greenville Airport, Owner, Pitt County – City of Greenville, Airport Authority, 400 Airport Road, Greenville, NC 27834, prepared by Talbert & Bright, Engineering & Planning Consultants, NC License No.: C-0713, 4810 Shelly Drive, Wilmington, NC 28405, Phone (910) 763-5350, which is marked Exhibit "A" and is attached hereto and made a part hereof, and to which reference is hereby made for a more particular and accurate description of the easement herein described.

And to construct, install, operate and maintain a water line easement in a manner suitable to the Commission upon, across, under and through said premises within an easement and right of way strip of the width, location and approximate length hereinafter defined and to be utilized by the Commission a permanent easement and a temporary construction easement for the public use with the right to do all things necessary or convenient thereto, including the following: the right of officers, agents, and workmen of the Commission and its contractors to go to and from said right of way strip at all times over the above described land by such route or routes as shall occasion the least practicable inconvenience to Grantor, including private roads and ways then existing thereon, on foot or by conveyance, with materials, machinery, supplies and equipment as may be desirable; provided that except in emergencies, existing roads and ways thereon shall be used to the extent that they afford ingress and egress to and from the right of way strip; and to construct, reconstruct, work upon, repair, alter, inspect and in general do any other thing necessary or convenient to maintain and operate said lines for the purpose aforesaid;

- (b) the right and privilege to enter upon the land included in the construction easement hereinabove described for the purpose of constructing said utility facilities, and the right and privilege at all times to enter upon the land included in the area of the permanent easement hereinabove described for the maintenance and repair of said utility facilities;
- (c) the right to clear, and keep cleared, from said right of way strip all structures (other than ordinary fences, but when Commission desires, such fences may be opened and reclosed or temporarily removed and replaced, or Commission may provide suitable gates therein) and all vegetation which may interfere with the utility facilities herein described and to use (1) chemicals which are not injurious to human beings, domestic animals, fish or game, (2) machinery, and (3) other forms of equipment and devices in so doing;
- (d) the right to install, construct, repair, maintain and operate all utility lines, structures and appurtenant facilities of the Commission.

The structures and appurtenant facilities installed by the Commission shall be and remain the property of the Commission and may be removed by it at any time and from time to time.

Grantor reserves the right to use the lands in and over which the right of way and easement rights are hereby granted for all purposes not inconsistent with said right of way and easement rights, except that Grantor agrees that (1) no buildings or permanent structures, wells, septic tanks, absorption pits, underground or overhead storage tanks, burial plots, or any other obstruction which might interfere with the construction, maintenance and operation of said utility facilities shall be placed within the area of said strip without the express written permission of the Commission; and (2) the Commission's facilities shall in no way be interfered with or endangered by the Grantor or Grantor's licensees, successors or assigns, without the express written permission of the Commission.

The Commission agrees that it will repair, rebuild, replace or pay the actual damages sustained as mutually agreed upon by the Commission and Grantor, and pay the actual damages to actual crops inside said right of way strip on the above land caused by the construction, operation, maintenance, inspection, rebuilding and removal of said lines, and in going to and from said right of way strip, and will repair any extraordinary damage to any bridge or to any road due to heavy hauling to and from the said right of way strip if claim is made within a period of thirty (30) days after such damages are sustained by Grantor.

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

Grantor: County of Pitt
1717 West 5th Street
Greenville, North Carolina 27834

City of Greenville, North Carolina
P.O. Box 7207
Greenville, North Carolina 27835

Commission: Greenville Utilities Commission
401 S. Greene Street
P.O. Box 1847
Greenville, North Carolina 27835

TO HAVE AND TO HOLD the aforesaid rights, privileges and construction easement unto the Grantee for such period of time as may be required to complete the construction of said utility facilities, and thereafter a permanent easement unto the Grantee and its successors, licensees and assigns for the uses and purposes hereinabove set forth.

And Grantor, for the Grantor and for the Grantor's heirs, executors, administrators, licensees, successors and assigns, covenants to and with the Commission, its licensees, successors and assigns, that Grantor is lawfully seized of the above described land in fee and has the right to convey the said rights, easements and privileges herein described; that the same is free and clear from any and all encumbrances not satisfactory to the Commission; that the Commission shall have quiet and peaceful possession, use and enjoyment of the aforescribed easement of right of way, rights and privileges; that the Grantor shall execute such further assurances thereof as may be required by the Commission; and Grantor will forever warrant and defend the title to the said easement of right of way, rights and privileges against the lawful claims of all persons whomsoever.

The singular shall include the plural and reference to gender shall include masculine, feminine and neuter.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed in its corporate name by its duly authorized corporate officers, duly attested and its corporate seal hereunto affixed, all by authority of its Board of Directors duly given, this the day and year first above written.

PITT COUNTY BOARD OF COMMISSIONERS

By: _____
Mary Perkins-Williams, Chairwoman

Attest:

Kimberly W. Hines, Clerk

[SEAL]

CITY OF GREENVILLE, NORTH CAROLINA

By: _____
P.J. Connelly, Mayor

Attest:

Valerie Shiuwegar, Clerk

[SEAL]

NORTH CAROLINA
PITT COUNTY

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that Kimberly W. Hines personally came before me this day and acknowledged that she is Clerk to the Board of Commissioners of the County of Pitt, North Carolina, and that by authority duly given and as the act of the Board of Commissioners of the County of Pitt, North Carolina, the foregoing instrument was signed in its name by its Chair, Mary Perkins-Williams, sealed with its official seal, and attested by herself as its Clerk.

WITNESS my hand and 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, hereby certify that Valerie Shiuwegar personally came before me this day and acknowledged that she is the Clerk of the City of Greenville, North Carolina, and that by authority duly given and as the act of the City of Greenville, North Carolina, the foregoing instrument was signed in its name by its Mayor, P.J. Connelly, sealed with its official seal, and attested by herself as its Clerk.

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

NOTARY PUBLIC

My Commission Expires: _____



PITT-GREENVILLE AIRPORT

OWNER
PITT COUNTY - CITY OF GREENVILLE
AIRPORT AUTHORITY
1000 N. AIRPORT ROAD
GREENVILLE, NC 27834

REVIEW OFFICER
NORTH CAROLINA
PITT COUNTY
A REVIEW OFFICER OF PITT COUNTY, N.C., CERTIFIES THAT THE MAP OR PLAN TO WHICH THIS REVIEW IS APPLIED COMPLIES WITH ALL STATUTORY REQUIREMENTS FOR RECORDING.
DATE
REVIEW OFFICER

NO APPROVAL REQUIRED
NORTH CAROLINA
CITY OF GREENVILLE
I HEREBY CERTIFY THAT NO APPROVAL IS REQUIRED BY THE CITY OF GREENVILLE PLANNING DEPARTMENT.
BY
CITY OF GREENVILLE PLANNING DEPARTMENT
DATE

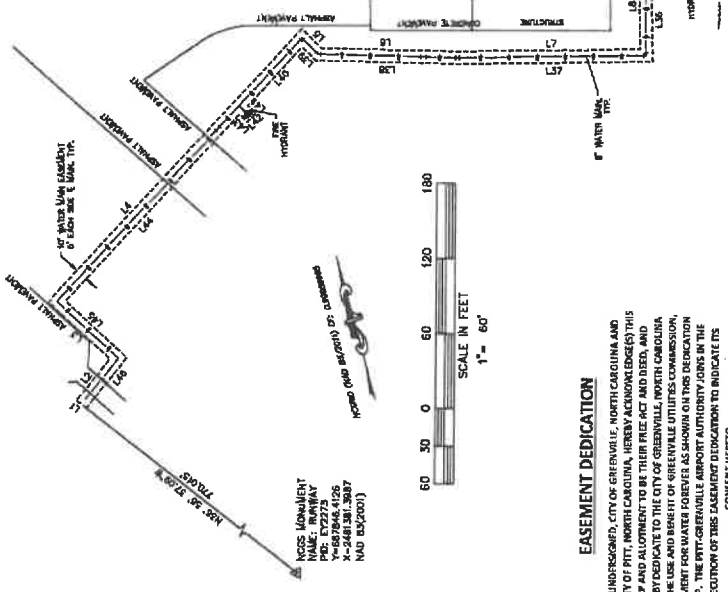
STATE OF NORTH CAROLINA
TAX PARCEL 42160

Line #	Length	Direction
L1	10.00	N87° 05' 00.00"W
L2	42.49	N57° 02' 50.39"E
L3	87.87	N01° 56' 12.00"W
L4	298.94	N87° 05' 00.00"E
L5	21.54	S89° 35' 08.84"E
L6	108.38	S72° 11' 25.02"E
L7	144.88	S76° 18' 48.97"E
L8	58.63	N14° 40' 02.87"E
L9	25.18	N15° 05' 04.00"E
L10	15.06	N74° 35' 08.67"W
L11	10.00	N15° 24' 00.39"E
L12	14.01	S74° 35' 08.67"E
L13	140.34	N15° 05' 04.00"E
L14	14.21	N74° 35' 08.67"W
L15	10.00	N15° 24' 00.39"E
L16	14.17	S74° 35' 08.67"E
L17	161.08	N15° 05' 04.00"E
L18	14.84	N15° 05' 04.00"E
L19	13.82	N74° 35' 08.67"W
L20	10.00	N15° 24' 00.39"E
L21	13.99	S74° 35' 08.67"E
L22	95.24	N15° 05' 04.00"E
L23	43.83	N17° 05' 44.87"E

Line #	Length	Direction
L24	33.77	N12° 56' 15.47"E
L25	10.01	S71° 47' 50.39"E
L26	28.22	N17° 56' 15.47"E
L27	48.08	N87° 05' 00.00"W
L28	150.63	N15° 05' 04.00"E
L29	25.79	N71° 54' 47.27"W
L30	10.00	N15° 05' 04.00"E
L31	25.38	S71° 54' 47.27"E
L32	33.28	N15° 05' 04.00"E
L33	24.82	N70° 05' 30.67"W
L34	10.00	N14° 57' 20.39"E
L35	24.83	S70° 05' 30.67"E
L36	74.69	N14° 40' 02.87"E
L37	154.87	S75° 19' 28.87"E
L38	112.56	S73° 11' 28.87"E
L39	10.13	S39° 30' 08.67"E
L40	63.49	N69° 05' 43.81"E
L41	8.89	N17° 35' 29.62"W
L42	10.00	N69° 05' 30.67"E
L43	8.88	S17° 35' 29.62"W
L44	203.04	N59° 05' 43.81"E
L45	68.98	N17° 35' 29.62"W
L46	81.79	N67° 05' 43.81"E

NOTE:
WATERMANS EASEMENTS ARE 10' WIDE OF EACH SIDE OF WATERMANS LETTER BOXES AND HYDRANTS.

PITT COUNTY - CITY OF GREENVILLE
AIRPORT AUTHORITY
D.B. W 24 P.S. 340
TAX PARCEL 29143



EASEMENT DEDICATION

THE UNDERSIGNED, CITY OF GREENVILLE, NORTH CAROLINA AND COUNTY OF PITT, NORTH CAROLINA, HEREBY ACKNOWLEDGES THIS DEED AND ALLOTMENT TO BE THEIR FREE ACT AND DEED, AND HEREBY DEDICATE TO THE CITY OF GREENVILLE, NORTH CAROLINA, COUNTY OF PITT, NORTH CAROLINA, AN EASEMENT FOR WATER SERVICE AS SHOWN ON THESE DEED MAPS. THE PITT-GREENVILLE AIRPORT AUTHORITY JOINS IN THE EXECUTION OF THIS EASEMENT DEDICATION TO INDICATE ITS CONSENT HERETO.

PITT COUNTY
By: Mary Perkins-Williams, Clerk of the Pitt County Board of Commissioners
ATTEST: Matthew W. Hines, Clerk to the Pitt County Board of Commissioners

CITY OF GREENVILLE
By: P.J. Conaway, Mayor City of Greenville
ATTEST: Yvonne Sibley, Clerk of the Greenville City Council

PITT-GREENVILLE AIRPORT AUTHORITY
By: John Starks, Chair of the Pitt-Greenville Airport Authority Board of Commissioners
Witness: Dea W. Hopper, Executive Director, Pitt-Greenville Airport Authority

North Carolina, _____ County _____ a Notary Public for _____ County North Carolina, certify that I am duly qualified and authorized to perform the duties of a Notary Public for the County of _____ North Carolina, and that the foregoing instrument was signed by the _____ of the _____ County of _____ North Carolina, and that the same is a true and correct copy of the original instrument as the same was presented to me by _____ of the _____ County of _____ North Carolina, and that the same is a true and correct copy of the original instrument as the same was presented to me by _____ of the _____ County of _____ North Carolina.

My commission expires _____

North Carolina, _____ County _____ a Notary Public for _____ County North Carolina, certify that I am duly qualified and authorized to perform the duties of a Notary Public for the County of _____ North Carolina, and that the foregoing instrument was signed by the _____ of the _____ County of _____ North Carolina, and that the same is a true and correct copy of the original instrument as the same was presented to me by _____ of the _____ County of _____ North Carolina, and that the same is a true and correct copy of the original instrument as the same was presented to me by _____ of the _____ County of _____ North Carolina.

My commission expires _____

North Carolina, _____ County _____ a Notary Public for _____ County North Carolina, certify that I am duly qualified and authorized to perform the duties of a Notary Public for the County of _____ North Carolina, and that the foregoing instrument was signed by the _____ of the _____ County of _____ North Carolina, and that the same is a true and correct copy of the original instrument as the same was presented to me by _____ of the _____ County of _____ North Carolina, and that the same is a true and correct copy of the original instrument as the same was presented to me by _____ of the _____ County of _____ North Carolina.

My commission expires _____



EASEMENT MAP FOR
GREENVILLE UTILITIES COMMISSION
10' WATER LINE EASEMENT
AUGUST 4, 2023

TALBERT & BRIGHT
ENGINEERING & PLANNING CONSULTANTS
4610 SHELLEY DRIVE
RALEIGH, NC 27605
PHONE: 919-782-0281
FAX: 919-782-0281
EMAIL: tbr@talbertmail.com

10/11/21 (Pitt-Greenville) 10/11/21 (Pitt-Greenville) 10/11/21 (Pitt-Greenville) 10/11/21 (Pitt-Greenville) 10/11/21 (Pitt-Greenville) 10/11/21 (Pitt-Greenville) 10/11/21 (Pitt-Greenville) 10/11/21 (Pitt-Greenville) 10/11/21 (Pitt-Greenville) 10/11/21 (Pitt-Greenville)

Exhibit "A"

Prepared by: Phillip R. Dixon, Attorney
File: Greenville Utilities Commission
Post Office Box 1847
Greenville, NC 27835

PN 29143

NORTH CAROLINA
PITT COUNTY

GRANT OF SANITARY SEWER
EASEMENT AND ACCESS EASEMENT
FOR INGRESS, EGRESS, AND REGRESS
DATE _____

KNOW ALL MEN BY THESE PRESENTS, that the undersigned "GRANTOR" (whether one or more), for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration to it in hand paid by GREENVILLE UTILITIES COMMISSION of the City of Greenville, Pitt County, North Carolina, 401 South Greene Street (PO Box 1847), Greenville, NC 27835-1847, hereinafter referred to as the "COMMISSION," the receipt of which is hereby acknowledged, does hereby grant the City of Greenville, a body politic and corporate in Pitt County, North Carolina, for use of the "COMMISSION," its licensees, successors and assigns, the right, privilege and easement to go in, through, under, and upon lands of the GRANTOR located in Greenville Township, Pitt County, North Carolina, and more fully described as follows:

A Permanent Sanitary Sewer Easement thirty feet (30') in width, more or less, and six hundred fifty-nine feet (659') in length, more or less, across a portion of Tax Parcel No. 29143 (according to the records in the Office of the Tax Administration of Pitt County, North Carolina), said property described in Deed Book W24 at Page 340, Pitt County Public Registry, and located by traveling from an existing property corner set at NCGRID (NAD 83/2011) (GRID COORD.) GRID Y= 689264.5648 FEET, GRID X= 2481669.4965 FEET, S 25°57'00.89" W 910.162', more or less, to a point, the Point of Beginning; cornering, thence S 57°23'13.66" W 258.38', more or less (L1), to a point; thence N 35°37'25.64" W 210.71', more or less (L2), to a point; cornering, thence S 57°20'28.38" W 44.47', more or less (L3), to a point; cornering, thence S 36°23'31.82" W 145.10', more or less (L4), to a point; cornering, thence S 53°36'28.18" E 20.00', more or less (L5), to a point; cornering, thence N 36°23'31.82" E 148.80', more or less (L6), to a point; cornering, thence, N 57°20'28.38" E 77.17', more or less (L7), to a point; cornering, thence S 35°37'25.64" E 200.72', more or less (L8), to a point; cornering, thence N 57°23'13.66" E 229.64', more or less (L9), to a point; cornering, thence S 33°09'29.10" E 30.00', more or less (L10), to a point, the Point of Beginning, all as shown on that certain plat entitled "Easement Map for Greenville Utilities Commission Sanitary Sewer Line Easement August 7, 2023", PGV Pitt-Greenville Airport, prepared by Talbert & Bright, Engineering & Planning Consultants, NC License No.: C-0713, 4810 Shelly Drive, Wilmington, NC 28405, Phone (910) 763-5350, which is marked Exhibit "A" and is attached hereto and made a part hereof, and to which reference is hereby made for a more particular and accurate description of the easement herein described.

And to construct, install, operate and maintain a sanitary sewer easement in a manner suitable to the Commission upon, across, under and through said premises within an easement and right of way strip of the width, location and approximate length hereinafter defined and to be utilized by the Commission a permanent easement and a temporary construction easement for the public use with the right to do all things necessary or convenient thereto, including the following:

- (a) the right of officers, agents, and workmen of the Commission and its contractors to go to and from said right of way strip at all times over the above described land by such route or routes as shall occasion the least practicable inconvenience to Grantor, including private roads and ways then existing thereon, on foot or by conveyance, with materials, machinery, supplies and equipment as may be desirable; provided that except in emergencies, existing roads and ways thereon shall be used to the extent that they

afford ingress and egress to and from the right of way strip; and to construct, reconstruct, work upon, repair, alter, inspect and in general do any other thing necessary or convenient to maintain and operate said lines for the purpose aforesaid;

- (b) the right and privilege to enter upon the land included in the construction easement hereinabove described for the purpose of constructing said utility facilities, and the right and privilege at all times to enter upon the land included in the area of the permanent easement hereinabove described for the maintenance and repair of said utility facilities;
- (c) the right to clear, and keep cleared, from said right of way strip all structures (other than ordinary fences, but when Commission desires, such fences may be opened and reclosed or temporarily removed and replaced, or Commission may provide suitable gates therein) and all vegetation which may interfere with the utility facilities herein described and to use (1) chemicals which are not injurious to human beings, domestic animals, fish or game, (2) machinery, and (3) other forms of equipment and devices in so doing;
- (d) the right to install, construct, repair, maintain and operate all utility lines, structures and appurtenant facilities of the Commission.

The structures and appurtenant facilities installed by the Commission shall be and remain the property of the Commission and may be removed by it at any time and from time to time.

Grantor reserves the right to use the lands in and over which the right of way and easement rights are hereby granted for all purposes not inconsistent with said right of way and easement rights, except that Grantor agrees that (1) no buildings or permanent structures, wells, septic tanks, absorption pits, underground or overhead storage tanks, burial plots, or any other obstruction which might interfere with the construction, maintenance and operation of said utility facilities shall be placed within the area of said strip without the express written permission of the Commission; and (2) the Commission's facilities shall in no way be interfered with or endangered by the Grantor or Grantor's licensees, successors or assigns, without the express written permission of the Commission.

The Commission agrees that it will repair, rebuild, replace or pay the actual damages sustained as mutually agreed upon by the Commission and Grantor, and pay the actual damages to actual crops inside said right of way strip on the above land caused by the construction, operation, maintenance, inspection, rebuilding and removal of said lines, and in going to and from said right of way strip, and will repair any extraordinary damage to any bridge or to any road due to heavy hauling to and from the said right of way strip if claim is made within a period of thirty (30) days after such damages are sustained by Grantor.

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

Grantors:	County of Pitt 1717 West 5 th Street Greenville, North Carolina 27834
	City of Greenville, North Carolina P.O. Box 7207 Greenville, North Carolina 27835
Commission:	Greenville Utilities Commission 401 S. Greene Street P.O. Box 1847 Greenville, North Carolina 27835

TO HAVE AND TO HOLD the aforesaid rights, privileges and construction easement unto the Grantee for such period of time as may be required to complete the construction of said utility facilities, and thereafter a permanent easement unto the Grantee and its successors, licensees and assigns for the uses and purposes hereinabove set forth.

And Grantor, for the Grantor and for the Grantor's heirs, executors, administrators, licensees, successors and assigns, covenants to and with the Commission, its licensees, suc-

cessors and assigns, that Grantor is lawfully seized of the above described land in fee and has the right to convey the said rights, easements and privileges herein described; that the same is free and clear from any and all encumbrances not satisfactory to the Commission; that the Commission shall have quiet and peaceful possession, use and enjoyment of the aforescribed easement of right of way, rights and privileges; that the Grantor shall execute such further assurances thereof as may be required by the Commission; and Grantor will forever warrant and defend the title to the said easement of right of way, rights and privileges against the lawful claims of all persons whomsoever.

The singular shall include the plural and reference to gender shall include masculine, feminine and neuter.

IN WITNESS WHEREOF, the parties have caused these presents to be signed in its corporate name by its duly authorized corporate officers, duly attested and its corporate seal hereunto affixed, all by authority of its Board of Directors duly given, this the day and year first above written.

PITT COUNTY BOARD OF COMMISSIONERS

By: _____
Mary Perkins-Williams, Chairwoman

Attest:

Kimberly W. Hines, Clerk

[SEAL]

CITY OF GREENVILLE, NORTH CAROLINA

By: _____
P.J. Connelly, Mayor

Attest:

Valerie Shiuwegar, Clerk

[SEAL]

NORTH CAROLINA
PITT COUNTY

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that Kimberly W. Hines personally came before me this day and acknowledged that she is Clerk to the Board of Commissioners of the County of Pitt, North Carolina, and that by authority duly given and as the act of the Board of Commissioners of the County of Pitt, North Carolina, the foregoing instrument was signed in its name by its Chair, Mary Perkins-Williams, sealed with its official seal, and attested by herself as its Clerk.

WITNESS my hand and 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, hereby certify that Valerie Shiuwegar personally came before me this day and acknowledged that she is the Clerk of the City of Greenville, North Carolina, and that by authority duly given and as the act of the City of Greenville, North Carolina, the foregoing instrument was signed in its name by its Mayor, P.J. Connelly, sealed with its official seal, and attested by herself as its Clerk.

WITNESS my hand and seal, this the ____ day of _____, 2023.

NOTARY PUBLIC

My Commission Expires: _____



City of Greenville, North Carolina

Meeting Date: 10/09/2023

Title of Item: License Agreement with Sound Rivers for Placement of a Trash Trap in Greens Mill Run at Greensprings Park

Explanation: The Engineering Department and the City Attorney's Office have worked with Sound Rivers to develop a licensing agreement (Attachment A) that will allow Sound Rivers to place a trash trap in Greens Mill Run at Greensprings Park.

Trash traps are passive litter collection devices that are built to withstand the rigors of flash rain events typical in urban watersheds, allowing water to flow through the trap unimpeded, at the same time capturing larger pieces of trash floating downstream. See Attachment B for pictures. Sound Rivers currently has trash traps located on Jack's Creek in Washington, Duffyfield Canal in New Bern, on Little Rock Creek on the grounds of the Walnut Creek Wetland Center in Raleigh, and Adkin Branch in Kinston. A fifth location is slated for Rocky Mount later this year or early 2024 pending approval.

Trash trap installation and maintenance is part of Sound Rivers' Litter Free River program which aims to reduce macroplastic and litter pollution from the Neuse and Tar-Pamlico river basins as well as engaging with community members and volunteers regarding trash and microplastic pollution. The sites are selected to ensure volunteer safety. Selected sites must include safe ingress and egress from the stream channel, be wadeable and have accessible parking nearby. Trash traps are designed to be installed in stream channels at least 10 feet wide, with flashy flows and no known recreational impacts (non-boating areas or fishing locations). In the event of extreme predicted weather, the traps can be removed.

To date all of the currently installed traps have performed as expected with Tropical Storm Ophelia and Idalia impacts. All trash is removed from the site and disposed of properly by Sound Rivers volunteers.

Fiscal Note: No fiscal impact is anticipated.

Recommendation: Approve licensing agreement between the City of Greenville and Sound Rivers for placement of a trash trap in Greens Mill Run.

ATTACHMENTS

[Attachment A Trash Trap License Agreement FINAL.pdf](#)

Attachment B Trash_Trap_Pictures.pdf

STATE OF NORTH CAROLINA
PITT COUNTY

IN-STREAM TRASH COLLECTOR PLACEMENT LICENSE AND ACCESS LICENSE
AGREEMENT

This IN-STREAM TRASH COLLECTOR PLACEMENT LICENSE AND ACCESS LICENSE AGREEMENT (the “License Agreement”) is made as of the date of the last signature below (the “Effective Date”), by and between Sound Rivers, Inc., a North Carolina nonprofit corporation with a mailing address of 108 Gladden St., Washington, NC 27889 (the “Licensee”), and the City of Greenville, a North Carolina municipal corporation with a mailing address of PO Box 7207, Greenville, NC 27835 (the “City”) (together, the “Parties”).

BACKGROUND

Licensee is an organization dedicated to promoting and guarding the health of the Neuse and Tar-Pamlico Rivers and their appurtenant watersheds. To this end, Licensee has expressed a desire to place and maintain, at no cost to the City, a passive in-stream trash collection device (trash trap) within a portion of Greens Mill Run that runs through Greensprings Park, 2500 East Fifth Street, Greenville, NC 27858, PIN: 4697290396.

The City has concluded that the placement of a trash trap serves the important public interests of protecting the City’s streams, mitigating the damage of human interaction with the local environment caused by littering, and furthering the City’s purpose of educating the public on the importance of wetlands for clean water, habitat, and recreation. The City has further concluded that the placement of a trash trap will provide a positive benefit to the public by removing trash from a stream whose waters eventually flow into the Tar River, a major waterway which runs through the City’s municipal limits.

The Parties have agreed that Licensee, at its sole cost and expense, will install, operate, maintain, clean, repair, monitor, and eventually remove the trash trap within and from a portion of Greens Mill Run depicted and labeled as the “Placement Area” on **Exhibit A**, attached hereto and incorporated herein by reference. Licensee will utilize a path from the East Fifth Street public street right-of-way to the Placement Area, said path being depicted and labeled as the “Access Area” on **Exhibit A**, for the purpose of providing physical access to the Placement Area for the initial installation and operation of, subsequent maintenance, cleaning, repairing, replacing, and monitoring of, and eventual removal of the trash trap. Together, the Placement Area and Access Area are referred to herein as the “License Area.” It is the intent of this License Agreement to effectuate the granting, by the City to the Licensed Parties (as defined below), of a limited-duration, revocable, nonexclusive license for the placement, operation, maintenance, cleaning, repairing, replacement, and eventual removal of a trash trap within the Placement Area and a limited-duration, revocable, nonexclusive license for physical access to the Placement Area by the Licensed Parties.

Accordingly, in consideration of the background statement, the mutual terms and conditions of this License Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, City and Licensee agree to the following:

1. GRANT OF LICENSE; TERMS; DURATION: The City hereby authorizes and licenses, on a revocable and nonexclusive basis, Licensee and its employees, agents, contractors, subcontractors, consultants, subconsultants, and volunteers to include, but not be limited to, any individuals invited by Licensee to the Placement Area in order to collect research data from the trash trap (collectively, with the Licensee, the "Licensed Parties") to install, operate, maintain, clean, repair, replace, monitor, and remove one (1) trash trap device within a portion of the Placement Area (this license is hereinafter referred to as the "Placement License").

The City hereby authorizes and licenses, on a revocable and nonexclusive basis, the Licensed Parties to use the Access Area for vehicular and pedestrian physical access solely from the Greensprings Park parking lot through the maintenance access gate at the east end to the Placement Area, to include, but not be limited to, the transporting of the trash trap to and from the Placement Area (this license is hereafter referred to as the "Access License"). The Licensed Parties may, in coordination with City Recreation and Parks staff, operate one (1) motor vehicle and one (1) trailer within and upon the paved portions of the Access Area and the Placement Area for the sole purpose of exercising the licenses granted by this License Agreement, provided that said operation is conducted in a reasonable manner during daylight hours. Operation of the motor vehicle contemplated by this paragraph shall include limiting the operation to a duly licensed operator utilizing slow travel speeds, fully secured loads, and vigilant circumspection. However, nothing in this License Agreement shall be construed as establishing a supervisory relationship between any City employee and the Licensed Parties, or otherwise waiving any indemnification, hold harmless, or insurance provisions contained herein. In order to access the License Area by motor vehicle, Licensee and its employees and/or volunteers, and only Licensee and its employees and/or volunteers, are permitted to obtain, possess, and use a key provided by the City to Licensee to open maintenance gate which normally restricts vehicular access to the paved greenway portion of the Access Area. The key remains the sole property of the City. Immediately after each vehicular access of the License Area by the Licensed Parties, Licensee shall ensure that the gate is returned to a locked position. Within twenty-four (24) hours of the expiration or termination of this License Agreement, Licensee shall return the key to the City.

Except for the trash trap which shall be installed within a portion of the Placement Area, there shall be no storage of materials, vehicles and equipment within the Placement Area and the Access Area.

The Placement License and Access License become effective on the Effective Date. The term of this License Agreement, which encompasses both the Placement License and the Access License, expires, unless earlier terminated, on the one-year anniversary of the Effective Date. Subject to the termination provisions of this License Agreement, this License Agreement may be renewed for successive one-year terms for up to ten years

provided that Licensee (i) gives the City written notice of its intent to renew on or before the expiration of the current term, (ii) provides the City with an updated certificate of insurance evidencing that Licensee is maintaining the insurance coverages required pursuant to this License Agreement; and (iii) remains in compliance with the terms of this License Agreement.

Licensee acknowledges that the City will owe Licensee no compensation for the benefits provided to the City and its residents by the Licensed Parties' use of the trash trap to remove trash from Greens Mill Run.

The licenses granted by this License Agreement are nonexclusive. Nothing within this License Agreement shall be construed as prohibiting the City from granting or conveying to third parties easements, rights, licenses, and privileges upon and to the License Area which may impact the Licensed Parties' use of the License Area pursuant to the terms and conditions of this License Agreement or the original operation of the trash trap. Nothing in this License Agreement shall limit or negate the regulatory or police power of the City. No action taken by the City in its pursuit of regulatory or police powers shall be deemed a breach of the terms of this License Agreement.

2. **PERMITTED USE; NO ASSIGNMENT:** The use of the License Area is subject to all conditions, covenants, restrictions, easements, and all other applicable requirements of the City of Greenville Code of Ordinances, including its Charter (together, the "City Code"). The City has executed this License Agreement in accordance with the City Code and with all Laws (as defined below), and the City acknowledges that the terms hereof do not violate the City Code. The Licensed Parties' use of the License Area shall comply with all other applicable laws, statutes, ordinances, orders, rules, regulations, and requirements of all federal, state, and local governments and appropriate agencies, officers, departments, boards, and commissions thereof, whether now or hereinafter in force (collectively, together with the City Code, being hereinafter referred to as the "Laws").

At their sole cost and expense, the Licensed Parties shall be responsible for performing routine maintenance, cleaning, repair, and replacement of the trash trap. These routine responsibilities include, but are in no way limited to, the periodic removal of trash captured by the trash trap (and the removal of any trash that has been deposited within the License Area by virtue of the operation of the trash trap), the repositioning of the trash trap within the Placement Area to ensure its proper and safe operation, and the repair of any part, or the whole, of the trash trap such that the device remains operable and in a safe condition. The periodic removal of trash captured by the trash trap shall be completed as often as is necessary to maintain the free flow of water through Greens Mill Run, and in any event shall be completed two weeks after the initial placement of the trash trap and repeating at least monthly thereafter unless otherwise changed by mutual agreement of the Parties. Licensee, at its sole cost and expense, shall cause any trash captured by and removed from the trash trap to be hauled away from the License Area and Greensprings Park and deposited in an appropriate facility according to all applicable federal, state, and local laws and regulations. At least twenty-four (24) hours before accessing the License Area either to install the trash trap to perform routine monitoring, cleaning, maintenance, and/or repair

of the trash trap or the License Area, or to replace and/or remove the trash trap from the Placement Area, the Licensed Parties shall provide written notice to the City via electronic mail of the intent to access the License Area to the following persons:

Ross Peterson
City of Greenville
Parks Facilities Manager
rpeterson@greenvillenc.gov
252-329-4554

No use of the License Area by the Licensed Parties shall be made or allowed which is detrimental to the City, the park and its users (including the general public), to adjacent and neighboring buildings and their occupants, or to users of the public ways generally. No use of the License Area by the Licensed Parties shall be made or allowed which disturbs, damages, or removes any of the improvements, landscaping, vegetation, or shrubbery within the License Area. Licensee hereby acknowledges that Greensprings Park and its appurtenant trails, natural resources, and facilities are open to the general public and serve important recreational, educational, and environmental purposes for the City's residents and visitors. Therefore, Licensee shall ensure that in the Licensed Parties' use of the License Area pursuant to the terms and conditions of this License Agreement that such use of the License Area shall not interfere with, block, or otherwise impede the City's operations within Greensprings Park or the general public's use, including those portions which may fall within the License Area, except as needed to render safe the exercise of the use rights granted by this License Agreement.

This License Agreement and the Placement License and Access License granted herein are not assignable, nontransferable, and are to be exercised solely by the Licensed Parties subject to the terms and conditions of this License Agreement.

3. EXPIRATION OF THE LICENSE AGREEMENT; CITY'S REVOCATION OF PLACEMENT LICENSE AND ACCESS LICENSE WITHOUT CAUSE; TERMINATION OF THE LICENSE AGREEMENT: This License Agreement conveys no real property interest to the Licensed Parties whatsoever and is revocable-at-will by the City prior to its expiration in accordance with the terms set forth below. Within one (1) calendar week of either the expiration of this License Agreement pursuant to Section 1, above, or the date of termination of this License Agreement which shall terminate three (3) days after Licensee's receipt of notice that the City has elected to revoke the Placement License and Access License without cause and to terminate this License Agreement (the effective date of such expiration or termination, hereinafter the "Termination Date"), Licensee, at its sole cost and expense, shall (i) remove, or have removed, the trash trap and any and all other materials, equipment, and tools associated with the operation and/or removal of the trash trap from the License Area and (ii) restore the License Area to its condition just prior to the Effective Date, normal wear and tear and damage by extreme weather conditions and/or casualty not proximately caused by the Licensed Parties excepted.

In the event Licensee fails to remove, or have removed, the trash trap or any and all other materials, equipment, and tools associated with the operation and/or removal of the trash trap from the License Area and/or fails to restore, or have restored, the License Area, all within the time period established in this Section 3 after the expiration or termination of this License Agreement, then the City shall have the right, but not the obligation, to have the trash trap and all other appurtenant materials, equipment, and tools removed from the License Area and to have restored the License Area to its condition just prior to the Effective Date, normal wear and tear excepted and damage by extreme weather conditions and/or casualty not proximately caused by the Licensed Parties. The City shall have no responsibility to Licensee for any damage to the trash trap and other personal property resulting therefrom. If the City incurs any expense related to, or associated with, the removal of the trash trap and other personal property from the License Area and/or the restoration of the License Area to its condition just prior to the Effective Date because of the Licensee failure to do the same within the time period established in this Section 3, then Licensee shall pay City for the cost thereof within thirty (30) days of City's written demand for payment. Such expenses may include, but are in no way limited to, the cost of temporarily storing the trash trap and other personal property until it is picked up by the Licensee. The restoration and reimbursement obligations contained in this Section 3 shall survive the revocation of the Placement License and Access License and the expiration or early termination of this License Agreement.

4. **TEMPORARY REMOVAL; EMERGENCY:** Notwithstanding other time periods herein, in the event of an emergency or urgent, sudden and serious event or an unforeseen change in circumstances that necessitates immediate action to remedy harm or prevent imminent danger or peril to life, health or property, including but not limited to extreme weather conditions, that require immediate removal of the trash trap at the time of notice to the 24-7 contact identified trash trap shall be removed by Licensee within 48 hours of notice. In the event Licensee fails to remove, or have removed, the trash trap or any and all other materials, equipment, and tools associated with the operation and/or removal of the Trash trap from the License Area and/or fails to restore, or have restored, the License Area, all within the time period established in this Section 4 after proper notification regarding temporary removal, then the City shall have the right, but not the obligation, to have the trash trap and all other appurtenant materials, equipment, and tools removed from the License Area. The City shall have no responsibility to Licensee for any damage to the Trash trap and other personal property resulting therefrom. If the City incurs any expense related to, or associated with, the removal of the trash trap and other personal property from the License Area because of the Licensee's failure to do the same within the time period established in this Section 4, then Licensee shall pay City for the cost thereof within thirty (30) days of City's written demand for payment. Such expenses may include, but are in no way limited to, the cost of temporarily storing the trash trap and other personal property until it is picked up by the Licensee. The reimbursement obligations contained in this Section 4 shall survive the revocation of the Placement License and Access License and the expiration or early termination of this License Agreement.
5. **CITY'S REVOCATION OF PLACEMENT LICENSE AND ACCESS LICENSE FOR CAUSE; TERMINATION OF THE LICENSE AGREEMENT:** In the event Licensee has

failed to satisfy one or more of its obligations under this License Agreement or is otherwise in violation of any of the terms of this License Agreement, then the City Manager or the City Manager's designee on behalf of the City may (but is not obligated to) provide written notice to Licensee of such violation ("Violation Notice"). The Violation Notice shall identify the provision(s) of this License Agreement that Licensee has failed to satisfy or is in violation of and shall give Licensee twenty-four (24) hours to cure the violation to the reasonable satisfaction of the City (the "cure period"). If the violation has not been cured at the end of this twenty-four (24) hour cure period, then the City Manager or the City Manager's designee may (but is not obligated to) revoke the Placement License and Access License and terminate this License Agreement, with said termination and revocation being effective twenty-four (24) hours after Licensee receives written notice of the intent to revoke and terminate ("Revocation Notice"). Within twenty-four (24) hours following receipt of the Revocation Notice, Licensee must (i) vacate the License Area and (ii), at its sole cost and expense, remove, or have removed, the trash trap and any and all other materials, equipment, and tools associated with the operation and/or removal of the trash trap from the License Area and restore the License Area to its condition just prior to the Effective Date, normal wear and tear and damage by extreme weather conditions and/or casualty not proximately caused by the Licensed Parties excepted. In the event Licensee fails to remove, or have removed, the trash trap and other personal property from the License Area and/or fails to restore the License Area to its condition just prior to the Effective Date, normal wear and tear and damage by extreme weather conditions and/or casualty not proximately caused by the Licensed Parties excepted, all within the time period established in this Section 4, then the City's self-help remedies as set forth in Section 3, above, shall be available to the City, including Licensee's reimbursement obligations thereof.

This Section 4 shall not be construed as limiting in any way the City's power and authority to revoke the Placement License and Access License and to terminate this License Agreement without cause pursuant to Section 3 above. The restoration and reimbursement obligations contained in this Section 4 shall survive the revocation of the Placement License and Access License and the early termination of this License Agreement.

6. INDEMNIFICATION AND AGREEMENT TO HOLD HARMLESS: Licensee shall assume full responsibility for the trash trap and any personal injury or death resulting from the use thereof or any damage to the trash trap or the Licensed Parties' personal property which may occur, directly or indirectly, while in, on, or about Greensprings Park, including the License Area. Licensee shall also comply with all provisions in this License Agreement and all applicable Laws and shall indemnify, defend and hold the City, its council members, officers, employees, and agents (collectively, the "City Indemnitees") harmless from and against all claims, demands, actions, losses, damages, liabilities, and expenses (including reasonable attorneys' fees actually incurred) arising out of, or in any way related to, the License Parties' failure to comply with all provisions in this License Agreement and all applicable Laws. Further, Licensee shall indemnify, defend, and hold the City Indemnitees harmless from and against all claims, demands, actions, losses, damages, liabilities, and expenses (including reasonable attorneys' fees actually incurred) for injuries to persons, death, or damage to property arising out of, resulting from, or in connection with (i) the

Licensed Parties' use of the Placement License and/or Access License as permitted hereunder and (ii) any intentional or negligent acts or omissions of the Licensed Parties in connection with their use of the Placement License and/or Access License. The indemnity and hold harmless provisions of this Section 5 shall survive the revocation of the Placement License and Access License and the expiration or early termination of this License Agreement. The Licensed Parties shall have no obligation to indemnify the City Indemnitees from or against any loss arising solely out of the intentional misconduct of one or more of the City Indemnitees.

7. INSURANCE: Licensee acknowledges that the City is not an insurer of the trash trap or the Licensed Parties' personal property, and that the City will not provide or maintain insurance of any kind that would cover, protect, repair, or replace the trash trap or any of the Licensed Parties' materials, equipment, and tools associated with the installation, operation, maintenance, repair, replacement, monitoring, and removal of the trash trap from the License Area. Licensee acknowledges that it is solely the Licensed Parties' responsibility to identify and secure appropriate insurance coverage(s) to protect the trash trap and the Licensed Parties' interests, operations, and personal property that they will use at the License Area.

At all times during the term of this License Agreement, Licensee and its contractors and consultants, including any subcontractors and sub-consultants, which may perform installation, operation, maintenance, cleaning, repair, and removal activities associated with the trash trap within the Placement Area, shall carry and maintain insurance of the types and in the minimum amounts specified in **Exhibit B** attached hereto and incorporated herein. Such amounts specified in **Exhibit B** are minimum requirements only and shall not be construed to limit Licensee's liability or the liability of its contractors, subcontractors, consultants, and subconsultants. The City shall be listed as additional insured on all such policies except for worker's compensation. No later than the Effective Date and within five days of any subsequent request from the City in writing during the term of this License Agreement, Licensee shall deliver, or cause to be delivered, to the City certificates of insurance showing the coverages required in **Exhibit B**. Licensee shall provide the City with no less than thirty (30) days' prior notice of any cancellation or material change in the coverage(s) required above. In addition, all insurance companies must be authorized to do business in North Carolina and be acceptable to the City's Risk Manager. The applicability of the insurance coverages and limits of liability described in this Section 7 and in **Exhibit B** are hereby limited to the Licensed Parties' use of the Placement License and Access License as contemplated by this License Agreement.

8. **MINORITY/WOMEN OWNED BUSINESS ENTERPRISE AND NON-DISCRIMINATION**

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

Licensee, its assignees and successors in interest, further agrees that in the performance of these services that it shall comply with the requirements of Title VI of the Civil Rights Act of 1964 and other pertinent Nondiscrimination Authorities, as cited in **Exhibit C** to this Agreement, and will not discriminate in its hiring, employment, and contracting practices in any manner or form based on actual or perceived political affiliation, genetic information, sexual orientation, age, sex, race, color, religion, marital status, veteran status, economic status, national origin, handicap or disability.

9. MISCELLANEOUS:

- a. This License Agreement shall not divest the City of any rights or interest in any City property or any public rights-of-way.
- b. Licensee's obligation to restore the License Area as established in Section 3 and Section 4, above, shall include, but is not limited to, the removal of trash which has become deposited within the License Area by virtue of the operation of the trash trap.
- c. This License Agreement may be modified or amended, in whole or in part, only by the written consent of the Parties; provided, however, the City retains the unilateral right to revoke the Placement License and Access License and to terminate the License Agreement as set forth in Section 3 and Section 4 above.
- d. The Parties, for themselves and their respective agents, officials, employees, and servants, hereby acknowledge and agree that this License Agreement shall be governed and construed in accordance with the applicable laws of the State of North Carolina, without regard to its choice of law provisions, and no other. The proper, sole, and exclusive venue for any civil action arising out of or in any way related to this License Agreement shall be the federal or state courts sitting in Pitt County, North Carolina.
- e. Except as otherwise expressly provided herein, the remedies herein shall be cumulative and shall not preclude the Parties from asserting any other rights or seeking any other remedies against any other parties as provided herein or by applicable law. Nothing contained herein shall preclude a party from seeking equitable relief where appropriate.
- f. No waiver or default of any obligation by any Party subject to this License Agreement shall be implied from any omission by any other Party to take any action with respect to such default.
- g. Each provision of this License Agreement is hereby declared to be independent of and severable from the remainder of this License Agreement. If any provision contained in this License Agreement is held to be invalid or to be unenforceable, such holding shall not affect the validity or enforceability of the remainder of this License Agreement.

- h. This License Agreement contains the complete understanding and agreement of the Parties subject to it with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.
- i. This instrument may be executed in any number of counterparts, each of which as so executed and delivered, shall be deemed to be an original and all of which shall constitute one and the same instrument.
- j. **E-verify.** The Licensed Parties shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
- k. **Iran-Divestment.** Licensee certifies that: (i) it is not on the Iran Final Divestment List created by the NC State treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any actions causing it to appear on said list during the term of any contract with the City, and (iii) it will not utilize any subcontractor to provide goods and services hereunder that is identified on said list.
- l. The Parties hereto consent and agree that this License Agreement may be signed and/or transmitted by facsimile, e-mail of a .pdf document or using electronic signature technology (e.g., via DocuSign or similar electronic signature technology), and that such signed electronic record shall be valid and as effective to bind the party so signing as a paper copy bearing such party's hand written signature. The Parties further consent and agree that (1) to the extent a party signs this document using electronic signature technology, by clicking "sign", such party is signing this Agreement electronically, and (2) the electronic signatures appearing on this Agreement shall be treated for purposes of validity, enforceability and admissibility, the same as handwritten signatures.
- m. Nothing contained in this License Agreement shall be deemed or construed so as to in any way stop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.
- n. Licensee shall provide a supervisor or other individual to serve as a 24-7 contact with respect to all matters relating to the trash trap and its placement within the Placement Area. The City's contact at Licensee for these purposes shall be Heather Deck available by telephone at 252-402-5644. Licensee shall notify the City in writing within five business days of a change in this 24-7 contact information.
- o. Except as otherwise specifically set forth elsewhere in this License Agreement, any written notice or written consent required by this License Agreement may be accomplished through personal delivery, by electronic mail, by facsimile transmission, or by overnight courier addressed as follows:
 - i. To the City:

City of Greenville
Attn: Ann Wall, City Manager
200 West Fifth Street
Greenville, NC 27858
Awall@greenvillenc.gov
252-329-4432

With copy to:

City of Greenville
Attn: Lisa Kirby, Director of Engineering/City Engineer
201 West Fifth Street
Greenville, NC 27858
Lkirby@greenvillenc.gov
252-329-4683

ii. To Licensee:

Sound Rivers, Inc.
108 Gladden Street
Washington, NC 27889
Attn: Heather Deck

With copy to:

Lynch & Eatman, L.L.P.
Attn: Jerome R. Eatman, Jr.
4130 Parklake Avenue, Suite 100
Raleigh, NC 27612
jeatman@lyncheatman.com
919-571-9714

[Signature pages follow this page]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates written below and the undersigned hereby warrants and certifies that they have read the Agreement in its entirety, understand it and agree to be bound by all the terms and conditions stated herein. Further, they warrant and certify they are authorized to enter into this Agreement and to execute same on behalf of the parties as the act of the said parties.

SIGNATURE OF CITY

CITY OF GREENVILLE:

BY: _____
SIGNATURE

TITLE

DATE

APPROVED AS TO FORM:

BY: _____
City Attorney or Designee (Designee means Assistant City Attorney)

PRE-AUDIT CERTIFICATION:

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

BY: _____ **DATE:** _____
Byron Hayes, Director of Financial Services

ACCOUNT NUMBER: _____

PROJECT CODE (IF APPLICABLE) : _____

LICENSEE:

Sound Rivers, Inc., a North Carolina nonprofit corporation

By: _____

Print Name: Heather Deck

Title: Executive Director

Date: _____

Exhibit A
LICENSE AREA MAP

Exhibit A—LICENSE AREA MAP
Access Area is approximately 20' wide beginning at the southeastern maintenance gate. Access extends for approximately 275' to the Placement Area.
Placement Area is approximately a 30' X 30' square surrounding coordinates (35.605266988785, -77.34290326084721).

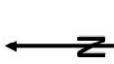


Exhibit B

**INSURANCE
REQUIREMENTS**

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

- a. **Workers' Compensation Insurance:** No contractor or subcontractor may exclude executive officers. Workers Compensation must include all employees.

Limits:

Workers Compensation: Statutory for the State of North Carolina.
Employers Liability: Bodily Injury by Accident \$500,000 each accident.
Bodily Injury by Disease \$500,000 policy limit.
Bodily Injury by Disease \$500,000 each employee.

- b. **Commercial General Liability:**

Limits:

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

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

- c. **Commercial Automobile Liability:**

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

- d. **Cancellation:**

Each certificate of insurance shall bear the provision that the policy cannot be altered or canceled in less than thirty (30) days after mailing written notice to the assured of such alteration or cancellation, sent registered mail.

- e. **Proof of Carriages:**

- i. The Licensee shall provide the City with insurance industry standard ACCORD form Certificate(s) of Insurance on all policies of insurance and renewals thereof in a form(s) acceptable to the City prior to the

commencement of services. Said policies shall provide that the City be an additional named insured.

- ii. The City shall be notified in writing of any reduction, cancellation, or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.
- iii. All insurance policies shall be issued by responsible companies who are acceptable to the City and licensed and authorized to do business under the laws of North Carolina.

Exhibit C

Title VI of the Civil Rights Act of 1964 Nondiscrimination Provisions, Appendices A & E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1) Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, creed (religion), low-income, limited English proficiency, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the USDOT to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the USDOT, as appropriate, and will set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:

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

(b) cancelling, terminating, or suspending a contract, in whole or in part.

(6) Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the USDOT may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor,

or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

I. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504

of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of

sex in education programs or activities (20 U.S.C. 1681 et seq);
Federal transit laws, specifically 49 U.S.C. § 5332 (prohibiting discrimination based on

race, color, religion, national origin, sex (including gender identity), disability, age, employment, or business opportunity)

ATTACHMENT B





City of Greenville, North Carolina

Meeting Date: 10/09/2023

Title of Item: Resolution approving an Encroachment Agreement with the North Carolina Department of Transportation for the Placement of a Public Art Sculpture at Dickinson Avenue and Columbia Avenue

Explanation: At the Council's March 14, 2022 meeting, the City Council provided support and approval of the placement of a public art sculpture at Dickinson Avenue and Columbia Avenue. City staff will coordinate with Pitt County Arts Council for their installation of the sculpture and associated landscaping and lighting.

Attached for City Council consideration is a resolution approving an encroachment agreement with the North Carolina Department of Transportation (NCDOT) for the placement of a public art sculpture at Dickinson Avenue and Columbia Avenue. Installation and maintenance of the public art sculpture and associated landscaping and lighting requires the City to execute an encroachment agreement with the North Carolina Department of Transportation (NCDOT) to encroach on NCDOT's right-of-way. The encroachment agreement requires the City to indemnify and save harmless the NCDOT from all damages and claims for damage that may arise by reason of the installation and maintenance of the sculpture and associated landscaping and lighting and to restore all areas disturbed during the installation process.

Fiscal Note: All funds will be raised by the Pitt County Arts Council at Emerge for the installation of the sculpture and to cover the costs for any repairs and maintenance of the sculpture that may become necessary. The City will continue to maintain the associated landscaping and lighting in this location.

Recommendation: City Council approve the resolution approving an encroachment agreement with the North Carolina Department of Transportation and the execution of the Right of Way Encroachment Agreement with NCDOT for the placement of a Public Art Sculpture at Dickinson Avenue and Columbia Avenue.

ATTACHMENTS

- [RESOLUTION - PADDOCK ART - DM#1186200.pdf](#)
- [ENCROACHMENT AGREEMENT - PADDOCK PUBLIC ART.pdf](#)
- [PADDOCK SCULPTURE RENDERING -PIC.pdf](#)

RESOLUTION NO.

RESOLUTION APPROVING AN ENCROACHMENT AGREEMENT WITH THE NORTH
CAROLINA DEPARTMENT OF TRANSPORTATION
FOR THE PLACEMENT OF A PUBLIC ART SCULPTURE AT DICKINSON AVENUE
AND COLUMBIA AVENUE

WHEREAS, the City of Greenville has prepared an Encroachment Agreement with the North Carolina Department of Transportation for the placement of a public art sculpture at Dickinson Avenue and Columbia Avenue;

WHEREAS, the encroachment agreement requires the City of Greenville to indemnify and save harmless the North Carolina Department of Transportation from all damages and claims for damage that may arise by reason of the installation and maintenance of the sculpture and associated landscaping and lighting and to restore all areas disturbed during the installation process;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Greenville approves this encroachment on North Carolina Department of Transportation property for the placement of a public art sculpture at Dickinson Avenue and Columbia Avenue.

ADOPTED this 9th day of October, 2023.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

DEPARTMENT OF TRANSPORTATION
-AND-
City of Greenville

RIGHT OF WAY ENCROACHMENT AGREEMENT
FOR NON-UTILITY ENCROACHMENTS ON
PRIMARY AND SECONDARY HIGHWAYS

THIS AGREEMENT, made and entered into this the 30 day of June, 20 23, by and between the Department of Transportation, party of the first part; and City of Greenville party of the second part,

WITNESSETH

THAT WHEREAS, the party of the second part desires to encroach on the right of way of the public road designated as Route(s) W. Tenth St. Overpass, located in the Southwest quadrant of the intersection with Dickinson Avenue with the construction and/or erection of: Paddock Public Art Project

WHEREAS, it is to the material advantage of the party of the second part to effect this encroachment, and the party of the first part in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of way as indicated, subject to the conditions of this agreement;

NOW, THEREFORE, IT IS AGREED that the party of the first part hereby grants to the party of the second part the right and privilege to make this encroachment as shown on attached plan sheet(s), specifications and special provisions which are made a part hereof upon the following conditions, to wit:

That the said party of the second part binds and obligates himself to install and maintain the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said highway, nor obstruct nor interfere with the proper maintenance thereof, to reimburse the party of the first part for the cost incurred for any repairs or maintenance to its roadways and structures necessary due to the installation and existence of the facilities of the party of the second part, and if at any time the party of the first part shall require the removal of or changes in the location of the said facilities, that the said party of the second part binds himself, his successors and assigns, to promptly remove or alter the said facilities, in order to conform to the said requirement, without any cost to the party of the first part.

That the party of the second part agrees to provide during construction and any subsequent maintenance proper signs, signal lights, flagmen and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first part.

That the party of the second part hereby agrees to indemnify and save harmless the party of the first part from all damages and claims for damage that may arise by reason of the installation and maintenance of this encroachment.

It is clearly understood by the party of the second part that the party of the first part will assume no responsibility for any damage that may be caused to such facilities, within the highway rights of way limits, in carrying out its construction and maintenance operations.

That the party of the second part agrees to restore all areas disturbed during installation and maintenance to the satisfaction of the Division Engineer of the party of the first part. The party of the second part agrees to exercise every reasonable precaution during construction and maintenance to prevent eroding of soil; silting or pollution of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces or other property; or pollution of the air. There shall be compliance with applicable rules and regulations of the North Carolina Division of Environmental Management, North Carolina Sedimentation Control Commission, and with ordinances and regulations of various counties, municipalities and other official agencies relating to pollution prevention and control. When any installation or maintenance operation disturbs the ground surface and existing ground cover, the party of the second part agrees to remove and replace the sod or otherwise reestablish the grass cover to meet the satisfaction of the Division Engineer of the party of the first part.

That the party of the second part agrees to assume the actual cost of any inspection of the work considered to be necessary by the Division Engineer of the party of the first part.

That the party of the second part agrees to have available at the encroaching site, at all times during construction, a copy of this agreement showing evidence of approval by the party of the first part. The party of the first part reserves the right to stop all work unless evidence of approval can be shown.

Provided the work contained in this agreement is being performed on a completed highway open to traffic; the party of the second part agrees to give written notice to the Division Engineer of the party of the first part when all work contained herein has been completed. Unless specifically requested by the party of the first part, written notice of completion of work on highway projects under construction will not be required.

That in the case of noncompliance with the terms of this agreement by the party of the second part, the party of the first part reserves the right to stop all work until the facility has been brought into compliance or removed from the right of way at no cost to the party of the first part.

That it is agreed by both parties that this agreement shall become void if actual construction of the work contemplated herein is not begun within one (1) year from the date of authorization by the party of the first part unless written waiver is secured by the party of the second part from the party of the first part.

R/W (161A) : Party of the Second Part certifies that this agreement is true and accurate copy of the form R/W (161A) incorporating all revisions to date.

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed the day and year first above written.



DEPARTMENT OF TRANSPORTATION

DIVISION ENGINEER

ATTEST OR WITNESS:

City of Greenville, NC
Valerie Shunwegar
City Clerk

City of Greenville, NC
Deputy City Manager
Second Party

INSTRUCTIONS

When the applicant is a corporation or a municipality, this agreement must have the corporate seal and be attested by the corporation secretary or by the empowered city official, unless a waiver of corporate seal and attestation by the secretary or by the empowered City official is on file in the Raleigh office of the State Utilities Manager. In the space provided in this agreement for execution, the name of the corporation or municipality shall be typed above the name, and title of all persons signing the agreement should be typed directly below their signature.

When the applicant is not a corporation, then his signature must be witnessed by one person. The address should be included in this agreement and the names of all persons signing the agreement should be typed directly below their signature.

This agreement must be accompanied, in the form of an attachment, by plans or drawings showing the following applicable information:

1. All roadways and ramps.
2. Right of way lines and where applicable, the control of access lines.
3. Location of the proposed encroachment.
4. Length and type of encroachment.
5. Location by highway survey station number. If station number cannot be obtained, location should be shown by distance from some identifiable point, such as a bridge, road, intersection, etc. (To assist in preparation of the encroachment plan, the Department's roadway plans may be seen at the various Highway Division Offices, or at the Raleigh office.)
6. Drainage structures or bridges if affected by encroachment.
7. Typical section indicating the pavement design and width, and the slopes, widths and details for either a curb and gutter or a shoulder and ditch section, whichever is applicable.
8. Horizontal alignment indicating general curve data, where applicable.
9. Vertical alignment indicated by percent grade, P.I. station and vertical curve length, where applicable.
10. Amount of material to be removed and/or placed on NCDOT right of way, if applicable.
11. Cross-sections of all grading operations, indicating slope ratio and reference by station where applicable.
12. All pertinent drainage structures proposed. Include all hydraulic data, pipe sizes, structure details and other related information.
13. Erosion and sediment control.
14. Any special provisions or specifications as to the performance of the work or the method of construction that may be required by the Department must be shown on a separate sheet attached to encroachment agreement provided that such information cannot be shown on plans or drawings.
15. The Department's Division Engineer should be given notice by the applicant prior to actual starting of installation included in this agreement.
16. Method of handling traffic during construction where applicable.
17. Scale of plans, north arrow, etc.





City of Greenville, North Carolina

Meeting Date: 10/09/2023

-
- Title of Item:** Disposal of the City of Greenville's "Welcome to Greenville" Sign to the North Carolina Department of Transportation
- Explanation:** The North Carolina Department of Transportation (NCDOT) is proceeding with a road widening project on Allen Road between Statonsburg Road and Dickinson Avenue. The City of Greenville's (City) "Welcome to Greenville" sign is currently located at the intersection of Allen Road and Statonsburg Road, and the expansion of the roadway will require the sign to be removed. The NCDOT and the City have determined that the value of this sign is approximately \$45,000, and NCDOT will compensate the City for the sign and remove it.
- Fiscal Note:** The NCDOT will pay \$45,000 to the City for disposal of the sign.
- Recommendation:** City Council approve the disposal of the "Welcome to Greenville" sign located at the intersection of Allen Road and Stantonsburg Road to NCDOT, upon receipt of \$45,000.
-

ATTACHMENTS

- [AGENDA ITEM - 4-5875 ALLEN RD CITY OF GREENVILLE SIGN CLAIM FOR PAYMENT.pdf](#)
- [AGENDA ITEM - DIRECT LOSS AFFIDAVIT.pdf](#)

CLAIM FOR PAYMENT

North Carolina Department of Transportation
RELOCATION ASSISTANCE

WBS Element:	44677.2.1	County:	Pitt
Claim Of:	PCMH Managements, Inc.	TIP/Parcel No.	U-5875 074
Displacee:	City of Greenville	Displacee No.	001
Displaced Address	0 Allen Road, Greenville, NC 27835		
Replacement Address	P.O. Box 7207, Greenville, NC 27835		
Replacement Telephone	252 329-4432	Date Property Vacated	N/A
Eligible for Last Resort	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Status of Occupancy After	<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant

NOTE: ALL PAYMENTS ARE CONDITIONAL UNTIL APPROVED BY THE RELOCATION COORDINATOR.

RESIDENTIAL		NON-RESIDENTIAL	
Replacement Housing Payment	Moving Costs	Moving Costs	
Purchase	Fixed	Fixed Payment	<input type="checkbox"/> M. H. Schedule
Rent	Actual	Actual Costs	
Down Payment	MH Fixed	Self Move <input type="checkbox"/> Bid <input type="checkbox"/> Negotiated	
Increased Interest	Schedule	Reestablishment	
Closing Cost		Direct Loss of Tangible Personal Property	
		Searching Payment	
Total	Total	Total	

CERTIFICATION OF DISPLACEE

<input type="checkbox"/> I hereby request a payment for replacement housing under the circumstances specified above, and state that I was an occupant of the above parcel. To the best of my knowledge, I am eligible for this payment, and replacement unit meets the requirements for decent, safe, and sanitary housing. THIS PAYMENT IS TO BE USED FOR HOUSING AND/OR UTILITIES COSTS ONLY.	<input checked="" type="checkbox"/> I hereby certify to the North Carolina Department of Transportation the above information is correct, that I have completed my move as indicated above, and I have not been previously reimbursed for this moving expense. The items moved were classed as personal property and the State is hereby released from payment as realty.
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I HEREBY CERTIFY THAT ALL PERSONS RECEIVING THE ABOVE LISTED PAYMENTS ARE EITHER A CITIZEN OR NATIONAL OF THE UNITED STATES OR AN ALIEN WHO IS LAWFULLY PRESENT IN THE UNITED STATES AND IN THE CASE OF A BUSINESS OR CORPORATION IS AUTHORIZED TO CONDUCT BUSINESS WITHIN THE UNITED STATES

OBTAINING MONEY UNDER FALSE PRETENSES IS A VIOLATION OF GENERAL STATUES 14-100 AND UPON CONVICTION IS PUNISHABLE BY UP TO 10 YEARS IN PRISON OR A FINE IN THE DISCRETION OF THE COURT.

Signature of Displacee(s) _____ (and title, if corporate officer) _____ Date _____

CERTIFICATION OF RIGHT OF WAY AGENT

<input type="checkbox"/> I hereby request a payment for housing that, to the best of my knowledge, meets decent, safe, and sanitary conditions.	<input checked="" type="checkbox"/> I have personally verified the moving (including reinstallation) of personal property as herein claimed, and hereby recommend payment.
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I further certify that I have no direct or indirect, present or contemplated personal interest in this transaction, nor will I derive any personal benefit from this payment. I also understand this determination may be used for a Federal-Aid highway project.

Signature of RW Agent	<i>Collin Haggerty</i>	Date	3/24/22
Approval by Division Right of Way Agent or Consultant Project Manager		Date	

Date Claim Received		Total Amount Approved \$45,000.00
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Final Payment

Approval by Relocation Coordinator: _____ Date: _____

**STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION**

COUNTY OF: **Pitt**

AFFIDAVIT

WBS Element: 44677.2.1
CLAIM OF: PCMH Managements, Inc. TIP/Parcel No.: U-5875 074
DISPLACEE: City of Greenville Displacee No.: 001

We City of Greenville being duly sworn, depose and state:

1. Our name is City of Greenville and do state that Iwe Exclusively own and have the right to convey all ownership interest in the following personalty items:
“Welcome to Greenville” City monument sign
2. It is hereby acknowledged that we have been explained and understand the Relocation Moving Cost options regarding the displacement of the above-stated personalty. Furthermore, it is our desire and intent to accept the Actual Direct Loss of Tangible Personalty Property Payment as full reimbursement in the displacement of the above-stated items.
3. Upon receipt of this prescribed payment, we, the undersigned, do consent and agree to release all our interest vested in the ownership of the above-stated personalty items.
4. Subsequent to said payment, we fully acknowledge and understand the North Carolina Department of Transportation and/or its contract representative shall remove this stipulated personalty from the acquired premises by any means deemed necessary without being held liable for such action.

IN TESTIMONY WHEREOF, we have set our hands and affixed by seal this _____ day of _____, 20 _____.

(SEAL)

(SEAL)

WITNESS (SEAL)



City of Greenville, North Carolina

Meeting Date: 10/09/2023

Title of Item: Proposed 2024 Schedule of City Council Meetings

Explanation: A proposed schedule has been prepared for the City Council's consideration for the 2024 City Council meetings in accordance with Section 2-1-11 of the Greenville City Code, adjusted for City-observed holidays. Workshop meetings as approved by the City Council in February 2018 are included. Notes are provided below:

- Planning Session is scheduled on Friday, January 26 - Saturday, January 27, 2024
- National League of Cities Summit - March 11-13, 2024
- North Carolina League of Municipalities Annual Vision Conference - April 23-25, 2024
- November 11th Workshop and City Council Meeting have been omitted due to the Veterans Day Holiday
- National League of Cities Congressional Meeting - November 13-16, 2024

A 2024 calendar has been provided with this item to facilitate making any desired adjustments to the proposed schedule.

Fiscal Note: No direct fiscal impact.

Recommendation: Review and adopt the proposed 2024 City Council Meeting Schedule.

ATTACHMENTS

- [COG-#1186337-v1-2024_Schedule_of_City_Council_Meetings.docx](#)
- [United States 2024.pdf](#)



CITY OF GREENVILLE

2024 SCHEDULE OF CITY COUNCIL MEETINGS

Meetings are held in the Council Chambers, located in City Hall, 200 W. Fifth St., Greenville NC 27834, unless otherwise noted.

January 8 – 4:00 PM (Workshop, Conference Room 337, City Hall, 200 W. Fifth St., Greenville, NC 27834)
January 8 – 6:00 PM
January 11 – 6:00 PM
*January 22 – 6:00 PM
January 26– 4:00 PM (Planning Session) (Gallery Room, City Hall, 200 W. Fifth Street, Greenville NC 27834)
January 27 – 8:00 AM (Planning Session) (Gallery Room, City Hall, 200 W. Fifth Street, Greenville NC 27834)

February 5 – 4:00 PM – (Workshop, Conference Room 337, City Hall, 200 W. Fifth St., Greenville, NC 27834)
February 5– 6:00 PM
February 8 – 6:00 PM
*February 19 – 6:00 PM

March 11 – 4:00 PM – (Workshop, Conference Room 337, City Hall, 200 W. Fifth St., Greenville, NC 27834)
March 11 – 6:00 PM
March 14– 6:00 PM
*March 25 – 6:00 PM

April 8 – 4:00 PM (Workshop, Conference Room 337, City Hall, 200 W. Fifth St., Greenville, NC 27834)
April 8 – 6:00 PM
April 11 – 6:00 PM
April 22 – 6:00 PM – (Joint City Council –GUC Meeting)

May 6 – 4:00 PM – (Workshop, Conference Room 337, City Hall, 200 W. Fifth St., Greenville, NC 27834)
May 6– 6:00 PM – (Budget Presentation for City of Greenville)
May 9 – 6:00 PM – (Budget Presentation for Convention & Visitors, Sheppard Memorial Library, and GUC)
*May 20 – 6:00 PM

June 10 – 4:00 PM – (Workshop, Conference Room 337, City Hall, 200 W. Fifth St., Greenville, NC 27834)
June 10 – 6:00 PM – (Budget Public Hearing)
June 13 – 6:00 PM – (Budget Adoption)
*June 24 – 6:00 PM

August 5 – 4:00 PM – (Workshop, Conference Room 337, City Hall, 200 W. Fifth St., Greenville, NC 27834)
August 5 – 6:00 PM
August 8 – 6:00 PM
*August 19 – 4:00 PM (Conference Room 337, City Hall, 200 W. Fifth St., Greenville, NC 27834)

September 9 – 4:00 PM – (Workshop, Conference Room 337, City Hall, 200 W. Fifth St., Greenville, NC 27834)
September 9 – 6:00 PM
September 12 – 6:00 PM
September 23 – 6:00 PM – (Joint City Council – GUC Meeting)

October 7 – 4:00 PM – (Workshop, Conference Room 337, City Hall, 200 W. Fifth St., Greenville, NC 27834)
October 7 – 6:00 PM
October 10 – 6:00 PM
*October 21 – 6:00 PM

November 14 – 6:00 PM
*November 25 – 6:00 PM

December 9 – 4:00 PM (Workshop, Conference Room 337, City Hall, 200 W. Fifth St., Greenville, NC 27834)
December 9 – 6:00 PM
December 12 – 6:00 PM
*December 23 – 6:00 PM

*Meetings scheduled per the meeting policy outlined in the City Code. The City Council may elect to hold or cancel these meetings as needed each month.

Calendar for year 2024 (United States)



January

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

March

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

- Feb 14** • Valentine's Day
- Mar 17** • St. Patrick's Day
- Mar 31** • Easter Sunday
- Apr 1** • Easter Monday

- Apr 15** • Tax Day
- May 5** • Cinco de Mayo
- May 12** • Mother's Day
- Jun 14** • Flag Day

- Jun 16** • Father's Day
- Oct 31** • Halloween
- Nov 5** • Election Day
- Nov 29** • Black Friday

- Dec 24** • Christmas Eve
- Dec 31** • New Year's Eve



City of Greenville,
North Carolina

Meeting Date: 10/09/2023

<u>Title of Item:</u>	Proposed Budget Schedule for Fiscal Year 2024-2025
<u>Explanation:</u>	The proposed budget schedule for the Fiscal Year 2024-2025 budget is presented to City Council for approval.
<u>Fiscal Note:</u>	No fiscal impact
<u>Recommendation:</u>	Approve the attached budget schedule for fiscal year 2024-2025

ATTACHMENTS

[Budget Schedule 2025 \(002\).docx](#)

Budget and Capital Improvement Program (CIP) Schedule Fiscal Year 2024-2025 Budget

October 16, 2023	Monday	Personnel Verification changes submitted to HR New position and reclassification requests due to HR IT requests due to Information Technology
November 9, 2023	Thursday	CIP and FIP request forms due to Budget Office Recommended New Positions/Reclassifications due to Budget Office from HR Recommended Technology requests due to Budget Office from IT
November 15, 2023	Wednesday	Revenue Projections and Manual of Fees changes due to Budget Office Cost Recovery Benefits and Administration Meeting with HR
December 1, 2023	Friday	Department Mission Statement and Goals due to Budget Office Dept. budget requests and Increment/Decrement forms due to Budget Office
December 11 – 15, 2023	Monday – Friday	Department Head budget meetings with Assistant City Manager(s)
December 20 - 22, 2023	Wednesday – Friday	Assistant City Manager(s) budget meetings with City Manager, Finance Director and Department Heads
January 16, 2024	Tuesday	HR approved departmental Personnel Budget Preparation Worksheets submitted to Budget Office
January 19, 2024	Friday	Revenue and Expense forecast finalized by Financial Services/Budget Office
January 26 – 27, 2024	Friday – Saturday	Planning Session with Council
February 13 – 16, 2024	Tuesday – Friday	Follow-Up budget meetings with Department Heads, Assistant City Manager(s), and City Manager
April 11, 2024	Thursday	City Council preview of Proposed City Budget
April 26, 2024	Friday	Proposed GUC, SML, and CVA budgets due to Budget Office
May 6, 2024	Monday	Proposed City budget presented to City Council
May 9, 2024	Thursday	Proposed GUC, SML and CVA budgets presented to City Council
May 23, 2024	Thursday	Public Display of balanced budgets prior to Public Hearing
June 10, 2024	Monday	Public Hearing – Fiscal Year 2024-2025 Budget
June 13, 2024	Thursday	Consideration of adoption of the Fiscal Year 2024-2025 Budget



City of Greenville, North Carolina

Meeting Date: 10/09/2023

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

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

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

Payee	Adjustment Refunds	Amount
Reaves, Tina	Registered Property Taxes	677.45
Bowen, Marshall Lane	Registered Motor Vehicle	460.70
Glover, Michael Keith	Registered Motor Vehicle	400.91
Herring, Charles Tyndall	Registered Motor Vehicle	360.95
Bullock, Jonathan Evan	Registered Motor Vehicle	305.63
Wainright Property Management, LLC	Registered Motor Vehicle	273.34
Lynch, Robert Lee II	Registered Motor Vehicle	269.58
Tucker-McLaughin, Mary	Registered Motor Vehicle	256.37
Hackney, Paul Harrison	Registered Motor Vehicle	238.71
Nelson, Kenneth Roger	Registered Motor Vehicle	220.46
Crisp, Connie King	Registered Motor Vehicle	205.08
Sanyal, Saswata	Registered Motor Vehicle	183.84
Pollard, Randy Bruce	Registered Motor Vehicle	157.93
Williams, Roger Bryan	Registered Motor Vehicle	262.10
Griffin, William Crane Jr.	Registered Motor Vehicle	144.87
Woolard, William Rudolph	Registered Motor Vehicle	142.91
Charles, Fricien	Registered Motor Vehicle	139.49
Jones, Lester Earl	Registered Motor Vehicle	139.29

Mullins, Collier Machel	Registered Motor Vehicle	138.36
Walker, James Reeve Jr.	Registered Motor Vehicle	133.50
Gregory, Michael Eric	Registered Motor Vehicle	123.02
Haddock, Jimmy Dalton	Registered Motor Vehicle	121.51
McIntosh, Karen Capps	Registered Motor Vehicle	112.54
Kelly, Devon Abron	Registered Motor Vehicle	108.68

Fiscal Note: The total refunded is \$5,577.24

Recommendation: Approval of taxes refunded by City Council



City of Greenville, North Carolina

Meeting Date: 10/09/2023

Title of Item: Presentations by Boards and Commissions

- a. Historic Preservation Commission
- b. Human Relations Council
- c. Youth Council

Explanation: The City Council's advisory boards make annual presentations to the City Council. The City Council will hear presentations from the following boards:

- Historic Preservation Commission
- Human Relations Council
- Youth Council

Fiscal Note: No direct fiscal impact.

Recommendation: Hear presentations from the Historic Preservation Commission, Human Relations Commission, and the Youth Council.



City of Greenville, North Carolina

Meeting Date: 10/09/2023

Title of Item: Resolution Authorizing Condemnation to Acquire Certain Property for the BUILD Grant Project

Explanation: In November 2019, the United States Department of Transportation ("USDOT") Federal Highway Administration ("FHWA") awarded funding to the City of Greenville ("City") for infrastructure improvements through the Better Utilizing Investments to Leverage Development ("BUILD") project totaling 18.4 million dollars.

The BUILD project is currently under construction and will provide for streetscape, greenway, and sidewalk improvements intended to transform safety, accessibility, and connectivity in the City's urban core consisting of enhancements to pedestrian, bicycle, vehicle, and transit connections between the Medical District, West Greenville, downtown, and East Carolina University.

FHWA and the City have entered into an agreement obligating the federal funds for the BUILD project, and the City is almost finished with acquiring right-of-way and/or easements on necessary parcels for the BUILD project. However, the City has been unable to successfully negotiate acquisition for several properties due to complex ownership issues, such as heir property and/or a property owner's unwillingness to negotiate and settle.

To complete acquisition, the most prudent option is to move forward with the condemnation process, pursuant to Chapter 40A of the North Carolina General Statutes, and use of the City's power of eminent domain to acquire the following easements and/or right-of-way ("ROW"):

Parcel Number(s)	Property Address	Owner(s)	Type of Property Taking	Just Compensation
04592	310 W. Ninth Street	Rover Investments, LLC	Easement, ROW	\$15,050.00
23669	0 Ficklen Street	Mali, LLC	ROW	\$3675.00
23671	815 Dickinson Avenue	Mali, LLC	ROW	\$5775.00

Authorization by the City Council to proceed with an action for condemnation will not prohibit the City from continuing to attempt to reach settlement with the

property owners, and these acquisitions will not result in displacement for any of the property owners.

Fiscal Note:

The City is expending funds for property acquisition that are included in the BUILD project funding approved by City Council. Upon the filing of the complaint, the amount estimated by the City to be just compensation for the condemnation will be deposited with the court. In addition, there will be legal expenses incurred as these actions proceed.

Recommendation:

City Council approve the attached resolutions authorizing condemnation of rights-of-way and/or easements on certain properties, including Parcel Numbers 04592, 23669, and 23671 owned by the entities cited above for the BUILD project.

ATTACHMENTS

- [RESOLUTION FOR ROVER INVESTMENTS LLC.pdf](#)
- [RESOLUTION FOR BUILD PROJECT - MALI LLC.pdf](#)
- [Z-2666-F-R2_COG Build_Arts_District_Esmt_Acq_Map_MB_90_PG19.pdf](#)
- [Z-2666-F-R1_KHA_COG_ESMT PLAT_MB_88_PG_177.pdf](#)

RESOLUTION AUTHORIZING CONDEMNATION TO ACQUIRE CERTAIN PROPERTY OF THE ROVER INVESTMENTS, LLC FOR THE COMPLETION OF THE BUILD PROJECT

WHEREAS, the City Council of the City of Greenville hereby determines that it is necessary and in the public interest to acquire certain property under ownership of the Rover Investments, LLC for the public purpose described below; and

WHEREAS, the proper officials or representatives of the City of Greenville have been unable to acquire the necessary property by negotiated conveyance, due to complexity involving the number of heirs and/or property owners' unwillingness to negotiate.

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

1. The City Council determines the acquisition of the below described property is for the public purpose of completing the BUILD project.
2. City Council authorizes the City Attorney (including an attorney retained by the City) to acquire by condemnation, for the purposes stated herein, right-of-way totaling 0.001 acres on Parcel 04592, located at 310 W. Ninth Street, more particularly described as follows:

Beginning at an existing iron pipe located in the easterly line of the Norfolk Southern Railway Company property recorded in Deed Book T-8 Page 389 and Deed Book W-8 Page 183, said point, having NC NAD83/2011 Grid Coordinates of Northing 680,146.132 US feet, Easting 2,482,329.793 US feet; thence from the **POINT OF BEGINNING** with the southern line of a Norfolk Southern Railway Spur line thence with a curve to the left having an arc length of 13.90 feet, a radius of 230.22 feet, a chord bearing and length of S 43°51'34" E 13.90 feet to a point; thence S 55°54'45" W 7.71 feet to a point; thence with a curve to the left having an arc length of 14.70 feet, a radius of 619.30 feet, a chord bearing and length of N 12°45'35" W 14.70 feet to a point, the **POINT OF BEGINNING**, having an area of 43.56 square feet or 0.001 acres more or less, being located on the property of Rover Investments, LLC recorded in Deed Book 2445 Page 93 and Map Book 79 Page 191 and being identified as **03-RW** on an "Easement Acquisition Plat for the City of Greenville Build Project, Project F, Arts District Trail" prepared by Rivers and Associates, Inc. dated December 28, 2022 and has a sealed date of January 6, 2023 and being recorded in Map Book 90, Page 19 of the Pitt County Registry.

3. City Council further authorizes the City Attorney (including an attorney retained by the City) to acquire by condemnation, for the purposes stated herein, two temporary construction easements totaling 0.013 acres on Parcel 04592, located at 310 W. Ninth Street, more particularly described as follows:

Beginning at an existing iron pipe located in the easterly line of the Norfolk Southern Railway Company property recorded in Deed Book T-8 Page 389 and Deed Book W-8 Page 183, said point, having NC NAD83/2011 Grid Coordinates of Northing 680,146.132 US feet, Easting 2,482,329.793 US feet; thence with the southern line of a Norfolk Southern Railway Spur line with a curve to the left having an arc length of 13.90 feet, a radius of 230.22 feet, a chord

bearing and length of S 43°51'34" E 13.90 feet to the **TRUE POINT OF BEGINNING**; thence with a curve to the left having an arc length of 33.18 feet, a radius of 230.22 feet, a chord bearing and length of S 49°43'03" E 33.15 feet to a point; thence S 37°23'54" W 5.00 feet to a point; thence with a curve to the right having an arc length of 34.81 feet, a radius of 235.22 feet, a chord bearing and length of N 49°34'50" W 34.77 feet to a point; thence N 55°54'45" E 5.10 feet to a point; the **TRUE POINT OF BEGINNING**, having an area of 174.24 square feet or 0.004 acres more or less, being located on the property of Rover Investments, LLC recorded in Deed Book 2445 Page 93 and Map Book 79 Page 191 and being identified as **03-TCE1** on an "Easement Acquisition Plat for the City of Greenville Build Project, Project F, Arts District Trail" prepared by Rivers and Associates, Inc. dated December 28, 2022 and has a sealed date of January 6, 2023 and being recorded in Map Book 90, Page 19 of the Pitt County Registry; and

Beginning at an existing iron pipe located in southern right of way of Norfolk Southern Railway Company Spur, said point having NC NAD83/2011 Grid Coordinates of Northing 680,063.97 US feet, Easting 2,482,496.93 US feet; thence S 82°34'41" E, 10.39 feet to a point, the **TRUE POINT OF BEGINNING**; thence with a curve to the left having an arc length of 72.88 feet, a radius of 660.69 feet, a chord bearing and length of S 86°11'19" E 72.84 feet to a point; thence with a curve to the left having an arc length of 20.98 feet, a radius of 237.66 feet, a chord bearing and length of N 89°23'41" E 20.97 feet to a point; thence S 06°36'56" E 1.42 feet to a point; thence S 83°23'04" W 23.97 feet to a point; thence with a curve to the right having an arc length of 42.40 feet, a radius of 643.83 feet, a chord bearing and length of N 87°17'32" W 42.39 feet to a point; thence with a curve to the right having an arc length of 4.02 feet, a radius of 50.58 feet, a chord bearing and length of S 04°40'07" W 4.02 feet to a point; thence with a curve to the right having an arc length of 7.88 feet, a radius of 99.07 feet, a chord bearing and length of N 85°07'40" W 7.88 feet to a point; thence N 62°32'28" W 21.96 feet to a point; the **TRUE POINT OF BEGINNING**, having an area of 392.0 square feet or 0.009 acres more or less, being located on the property of Rover Investments, LLC recorded in Deed Book 2445 Page 93 and Map Book 79 Page 191 and being identified as **03-TCE2** on an "Easement Acquisition Plat for the City of Greenville Build Project, Project F, Arts District Trail" prepared by Rivers and Associates, Inc. dated December 28, 2022 and has a sealed date of January 6, 2023 and being recorded in Map Book 90, Page 19 of the Pitt County Registry.

This the 9th day of October 2023.

P.J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

RESOLUTION NO. -23

RESOLUTION AUTHORIZING CONDEMNATION TO ACQUIRE CERTAIN PROPERTY OF THE MALI, LLC FOR THE COMPLETION OF THE BUILD PROJECT

WHEREAS, the City Council of the City of Greenville hereby determines that it is necessary and in the public interest to acquire certain property under ownership of the Mali, LLC for the public purpose described below; and

WHEREAS, the proper officials or representatives of the City of Greenville have been unable to acquire the necessary property by negotiated conveyance, due to complexity involving the number of heirs and/or property owners' unwillingness to negotiate.

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

1. The City Council determines the acquisition of the below described property is for the public purpose of completing the BUILD project.
2. City Council authorizes the City Attorney (including an attorney retained by the City) to acquire by condemnation, for the purposes stated herein, right-of-way totaling 295.6 square feet on Parcel 23669, located at 0 Ficklen Street, more particularly described as follows:

Beginning at a point located in the in the eastern line of the Norfolk Southern Railway Company property recorded in Deed Book T-8 Page 389 and Deed Book W-8 Page 183, said point, having NC NAD83/2011 Grid Coordinates of Northing 680,274.817 US feet, Easting 2,482,267.636 US feet; thence from the **POINT OF BEGINNING** leaving the eastern line of Norfolk Southern Railway Company N 55°06'53" E 5.00 feet to a point; thence S 34°21'00" E 59.12 feet to a point in the northern property line of Leopoldo Frederick Pascasio and wife, Emily Stancill Pascasio recorded in Deed Book 2843 Page 77; thence with the northern line of Pascasio S 55°21'53" W 5.00 feet to a point in the eastern line of the Norfolk Southern Railway Company property recorded in Deed Book T-8 Page 389 and Deed Book W-8 Page 183; thence with the eastern line of the Norfolk Southern Railway Company N 34°21'00" W 59.10 feet to a point, the **POINT OF BEGINNING**, having an area of 295.6 square feet or 0.01 acres more or less, being located on the property of Mali LLC recorded in Deed Book 2681 Page 783 and Map Book 12 Page 26 and being identified as **05-RW** on a revised "Easement Acquisition Plat for the City of Greenville Build Project, Project F, Arts District Trail" prepared by Rivers and Associates, Inc. dated May 3, 2021 and has a sealed date of May 3, 2021, last revised April 18, 2022 and being recorded in Map Book 88, Page 177 of the Pitt County Registry.

3. City Council further authorizes the City Attorney (including an attorney retained by the City) to acquire by condemnation, for the purposes stated herein, right-of-way totaling 0.011 acres on Parcel 23671, located at 815 Dickinson Avenue, more particularly described as follows:

Beginning at a point located in the in the eastern line of the Norfolk Southern Railway Company property recorded in Deed Book T-8 Page 389 and Deed Book W-8 Page 183, said point, having NC NAD83/2011 Grid Coordinates of Northing 680,274.817 US feet, Easting

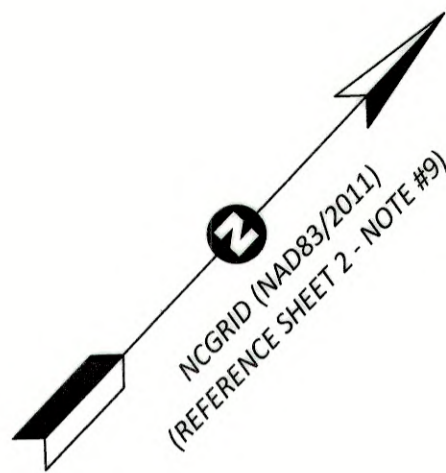
2,482,267.636 US feet; thence from the POINT OF BEGINNING with the eastern line of Norfolk Southern Railway Company N 34°21'00" W 96.93 feet to a point located in the southern right of way of Dickinson Avenue (SR 1620); thence with the southern right of way of Dickinson Avenue (SR 1620) N 55°05'36" E 5.00 feet to a point; thence leaving the southern right of way of Dickinson Avenue (SR 1620) S 34°21'00" E 96.93 feet to a point; thence S 55°06'53" W 5.00 feet to a point in the eastern line of the Norfolk Southern Railway Company property recorded in Deed Book T-8 Page 389 and Deed Book W-8 Page 183, the POINT OF BEGINNING, having an area of 484.7 square feet or 0.01 acres more or less, being located on the property of Mali LLC recorded in Deed Book 2681 Page 783 and Map Book 12 Page 26 and being identified as 06-RW on a revised "Easement Acquisition Plat for the City of Greenville Build Project, Project F, Arts District Trail" prepared by Rivers and Associates, Inc. dated May 3, 2021 and has a sealed date of May 3, 2021, last revised April 18, 2022 and being recorded in Map Book 88, Page 177 of the Pitt County Registry. The necessary proceedings under Chapter 40A of the North Carolina General Statutes to acquire the property herein described are hereby directed to be instituted.

This the 9th day of October 2023.

P.J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

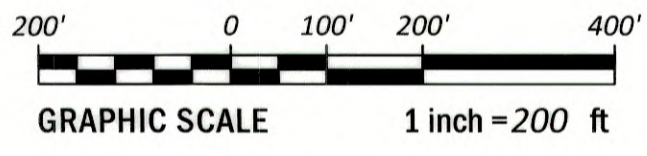
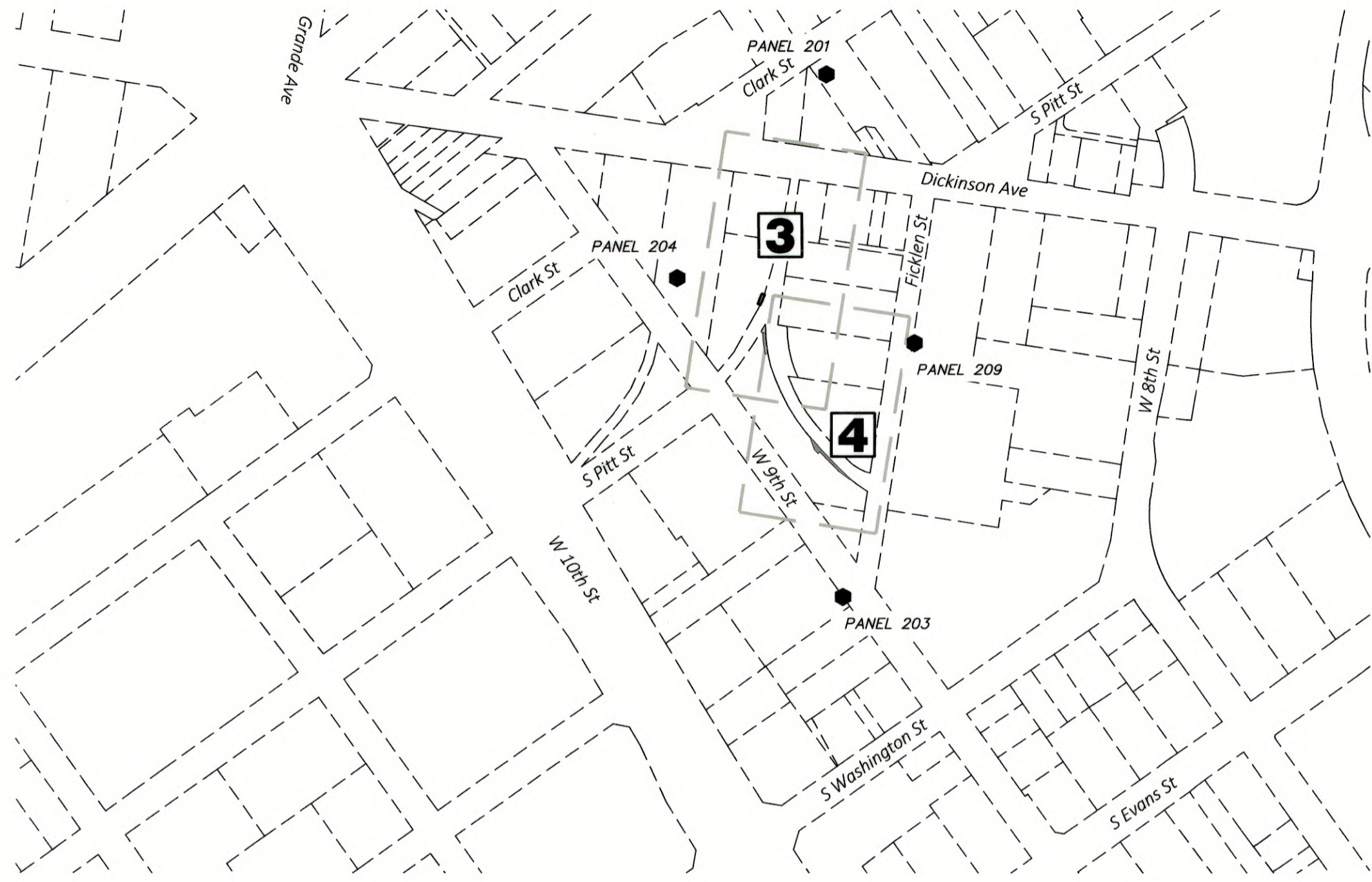


Doc ID: 015635080004 Type: CRP
 Recorded: 02/01/2023 at 03:27:40 PM
 Fee Amt: \$84.00 Page 1 of 4
 Pitt County, NC
 Lisa P. Nichols REG OF DEEDS
 BK 90 PG 19-22

COPY

NO APPROVAL REQUIRED
 NORTH CAROLINA CITY OF GREENVILLE
 I HEREBY CERTIFY THAT NO APPROVAL IS
 REQUIRED BY THE CITY OF GREENVILLE
 PLANNING DEPARTMENT.
 BY: Chantall Gooby
 CITY OF GREENVILLE PANNING DEPARTMENT
 DATE: 2/1/2023

REVIEW OFFICER
 NORTH CAROLINA PITT COUNTY
Chantae M Gooby
 A REVIEW OFFICER OF PITT COUNTY, N.C.,
 CERTIFY THAT THE MAP OR PLAT TO WHICH
 THIS CERTIFICATION IS AFFIXED MEETS ALL
 STATUTORY REQUIREMENTS FOR RECORDING.
 BY: Chantae M Gooby
 REVIEW OFFICER
 DATE 2/1/2023



VICINITY LEGEND:

- 1** SHEET NUMBER
- PERMANENT RIGHT OF WAY
- AERIAL PANEL SET MAG NAIL (SMN)

SURVEY HORIZONTAL CONTROL

POINT	NORTHING (US FT-GROUND)	EASTING (US FT-GROUND)	ELEVATION (NAVD88)	DESCRIPTION	GRID NORTHING (US FT-NAD 83/2011)	GRID EASTING (US FT-NAD 83/2011)
201	680505.48	2482125.73	49.35	PANEL 201-SMN	680505.53	2482125.62
203	679911.73	2482722.14	41.92	PANEL 203-SMN	679911.85	2482721.97
204	680102.21	2482174.73	47.58	PANEL 204-SMN	680102.31	2482174.62
209	680288.96	2482525.56	44.79	PANEL 209-SMN	680289.04	2482525.41
305	681060.79	2481113.76	62.24	PANEL 305-SMN	681060.79	2481113.76

PROJECT CONTROL LOCALIZED TO GROUND AROUND PANEL 305; CALCULATED COMBINED FACTOR = 0.99989534936001.

SURVEY CONTROL CERTIFICATION

I, PATRICK HARTMAN, P.L.S., CERTIFY THAT THE NORTH CAROLINA STATE PLANE GRID COORDINATES AND GROUND COORDINATES SHOWN HEREON WERE DERIVED FROM AN ACTUAL GPS SURVEY AND TRADITIONAL TRAVERSE PERFORMED TO THE CLASS A STANDARD; THAT VERTICAL DATUM/ELEVATIONS WAS DERIVED FROM LEVELING PERFORMED BY CH ENGINEERING ON 6/29/2020-7/1/2020 (CLASS A); BENCHMARK USED WAS NCGS LUPTON (EY1808), NAVD88 ELEVATION=60.90 FEET.; AND THE FOLLOWING INFORMATION WAS USED DURING THE PERFORMANCE OF THE WORK:

- 1) CLASS OF SURVEY: CLASS A (HORZ.) CLASS A (VERT.)
- 2) POSITIONAL ACCURACY: 12 CM (HORZ.)
- 3) TYPE OF GPS FIELD PROCEDURE: NORTH CAROLINA RTN
- 4) DATE OF SURVEY WORK: 6/17/2020-7/1/2020
- 5) DATUM/EPOCH: NAD83/2011
- 6) PUBLISHED CONTROL/FIXED CONTROL: MULTIPLE NCGS RTN OBSERVATIONS
- 7) GEOID MODEL: GEOID12B
- 8) COMBINED GRID FACTOR: 0.99989534936001
- 9) UNITS: US SURVEY FEET

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 23RD DAY OF APRIL, 2021.

Patrick Hartman
 PROFESSIONAL LAND SURVEYOR LICENSE NO. L-4262

REVISIONS:

EASEMENT ACQUISITION PLAT
 CITY OF GREENVILLE BUILD PROJECT
 PROJECT F
 ARTS DISTRICT TRAIL
 CITY OF GREENVILLE, GREENVILLE TOWNSHIP, PITT COUNTY, N.C.

PREPARED FOR: CITY OF GREENVILLE
 ADDRESS P.O. BOX 7207
 GREENVILLE, NC 27838

Rivers & ASSOCIATES, INC.
 NC License: F-0334
 107 East Second Street
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 Since 1918

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SURVEYED RB/CG/TK
 DRAWN PH/MS
 CHECKED PH
 APPROVED N/A
 DATE 12/28/2022
 SCALE 1" = 20'

SHEET INDEX

#	DESCRIPTION
1	COVER
2	NOTES / LEGEND / ACQUISITION TABLE / CURVE TABLE / REFERENCES
3	PERMANENT RIGHT OF WAY - PARCEL 5 & 6

THE PURPOSE OF THIS MAP IS TO REVISE THE RIGHT OF WAY, PERMANENT DRAINAGE EASEMENT DEPICTED ON PARCEL 3 AS RECORDED IN MAP BOOK 88 PAGE 128. PARCEL 3 ON THIS MAP SUPERCEDEDS THE PREVIOUS MAP.



SURVEY CERTIFICATION

NORTH CAROLINA PITT COUNTY

I, PATRICK W. HARTMAN, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY DIRECTION BY RB. FROM DEED DESCRIPTIONS RECORDED IN BOOK SEE , PAGE REE; THAT THE RATIO OF PRECISION AS CALCULATED BY COORDINATES IS 1:10,000+; THAT BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOKS REFERENCED HEREON; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. I, FURTHER CERTIFY PURSUANT TO G.S. 47-30 (f)(11)d.: THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT ORDERED SURVEY OR OTHER EXCPITION TO THE DEFINITION OF SUBDIVISION (EASEMENT PLAT); WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, AND SEAL THIS 6TH DAY OF JANUARY, 2023.

SIGNED Patrick Hartman
 PROFESSIONAL LAND SURVEYOR LICENSE NUMBER L-4262

COPY

LEGEND:

	RIGHT OF WAY (R/W)
	PARCEL LINE
	EXISTING EASEMENT
	STORM DRAINAGE LINE
	VEGETATION LINE
	CENTERLINE EXISTING RAILROAD TRACKS
	PROPOSED PERMANENT RIGHT OF WAY (RW)
	PROPOSED PERMANENT DRAINAGE EASEMENT (PDE)
	PROPOSED TEMPORARY CONSTRUCTION EASEMENT (TCE)
	PROPOSED PERMANENT GREENWAY EASEMENT (TGE)
	WATER METER
	FIRE HYDRANT
	CATCH BASIN
	LIGHT POLES
	POWER/UTILITY POLE
	SANITARY SEWER MANHOLE
	STORM DRAIN MANHOLE
	VEGETATION/TREES/SHRUBS
	EXISTING IRON PIPE
	EXISTING IRON ROD
	VARIOUS ABOVE GROUND UTILITY STRUCTURES DEFINED BY ADJACENT LABEL/ABBREVIATION AND/OR LEADER
	ELECTRIC BOX
	HEATING VENTILATION AIR CONDITIONING
	SQUARE FEET PLUS OR MINUS
	ACRES PLUS OR MINUS
	PARCEL NUMBER
	NOW OR FORMERLY
	MAP BOOK
	DEED BOOK
	PAGE
	CONCRETE
	NO POINT SET
	METAL
	CONCRETE PIPE
	CORRUGATED METAL PIPE
	WOOD
	BITUMINOUS SURFACE TREATMENT (ASPHALT)
	PERMANENT RIGHT OF WAY (RW)
	TEMPORARY CONSTRUCTION EASEMENT (TCE)

EASEMENT ACQUISITION /AREA TABLE:

ID	OWNER	PARCEL NO.	NCPIN	PDE (SF)	TGE (SF)	TCE (SF)	ROW (SF)
3	ROVER INVESTMENTS, LLC	04592	4687293986	---	--	566.24 SF ±	43.56 SF ±

NOTES:

- ALL DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS.
- AREA DETERMINED BY COORDINATE COMPUTATION.
- BOUNDARY INFORMATION TAKEN FROM SOURCES REFERENCED HEREON.
- AREAS ON THIS SURVEY ARE LOCATED IN "ZONE X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), AS DETERMINED FROM FIRM MAP NUMBERS 3720467800K, EFFECTIVE JULY 7, 2014.
- THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT REPORT. RIVERS AND ASSOCIATES DOES NOT CLAIM THAT ALL MATTERS OF RECORD, WHICH MAY OR MAY NOT AFFECT THIS PROPERTY, ARE SHOWN HEREON. PROPERTIES SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS OF WAY, RESTRICTIVE COVENANTS WHICH MAY BE OF RECORD.
- THIS PLAT WAS PREPARED FOR THE PURPOSE OF EASEMENT OR RIGHT-OF-WAY ACQUISITION ONLY. IT IS NOT INTENDED TO SERVE AS A BOUNDARY SURVEY OF THE PROPERTIES SHOWN HEREON.
- ADJACENT OWNER INFORMATION TAKEN FROM PITT COUNTY GIS. INFORMATION HAS NOT BEEN CHECKED OR VERIFIED IF TITLE INFORMATION IS CORRECT.
- FOR CLARITY, MINIMAL EXISTING PLANIMETRIC FEATURES ARE BEING SHOWN FROM AERIAL MAPPING BY SPATIAL DATA CONSULTANTS, SUPPLEMENTED WITH FIELD SURVEY FROM JUNE THRU SEPTEMBER 2020; OTHER FEATURES MAY EXIST.
- GRID NORTH AND COORDINATE VALUES SHOWN ON THESE PLANS ARE BASED ON SURVEY CONTROL AND CALCULATIONS PERFORMED DURING INITIAL DESIGN SURVEY WORK FOR THIS PROJECT (JULY 7 & 10, 2020); COORDINATES SHOWN ARE GRID; TO LOCALIZE TO GROUND COORDINATES, THE GRID TO GROUND SCALE FACTOR IS 1.00010466159 (GRID COMBINED FACTOR IS 0.99989534936001). PROJECT LOCALIZATION POINT IS PANEL 305 HAVING GRID COORDINATES (NAD83/2011) OF:
 NORTHING: 681,060.791 US FEET
 EASTING: 2,481,113.760 US FEET

CURVE TABLE:

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	230.22'	13.90'	13.90'	S 43°51'34" E
C2	619.30'	14.70'	14.70'	N 12°45'35" W
C3	230.21'	33.18'	33.15'	S 49°43'03" E
C4	235.22'	34.81'	34.77'	N 49°34'50" W
C5	660.69'	72.88'	72.84'	S 86°11'19" E
C6	237.66'	20.98'	20.97'	N 89°23'41" E
C7	643.83'	42.40'	42.39'	N 87°17'32" W
C8	50.58'	4.02'	4.02'	S 04°40'07" W
C9	99.07'	7.88'	7.88'	N 85°07'40" W

LINE TABLE:

LINE	BEARING	DISTANCE
L1	S 55°54'45" W	7.71'
L2	N 55°54'45" E	5.10'
L3	S 37°23'54" W	5.00'
L4	S 06°36'56" E	1.42'
L5	S 83°23'04" W	23.97'
L6	N 62°32'28" W	21.96'

P:\LANDSERVING\GREENVILLE BUILD PROJECT\20200707\SURVEY DWG\2-2666-F-RE2-DWG - SHEET 2 - 1/18/2023 8:41:57 AM - PATRICK HARTMAN

REVISIONS:

**EASEMENT ACQUISITION PLAT
CITY OF GREENVILLE BUILD PROJECT
PROJECT F
ARTS DISTRICT TRAIL
CITY OF GREENVILLE, GREENVILLE TOWNSHIP, PITT COUNTY, N.C.**

PREPARED FOR: CITY OF GREENVILLE ADDRESS P.O. BOX 7207 GREENVILLE, NC 27838	SURVEYED RB/CG/TK DRAWN PH/MS CHECKED PH APPROVED N/A DATE 12/28/2022 SCALE 1" = 20'
---	---

NC License: F-0334
 riversandassociates.com Since 1918

**Engineers
Planners
Surveyors
Landscape Architects**
 107 East Second Street
 Greenville, NC 27858
 (252) 752-4135

THE PURPOSE OF THIS MAP IS TO REVISE THE RIGHT OF WAY, PERMANENT DRAINAGE EASEMENT DEPICTED ON PARCEL 3 AS RECORDED IN MAP BOOK 88 PAGE 128. PARCEL 3 ON THIS MAP SUPERCEDES THE PREVIOUS MAP.

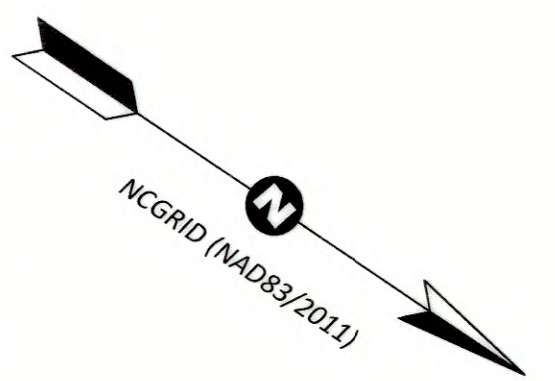
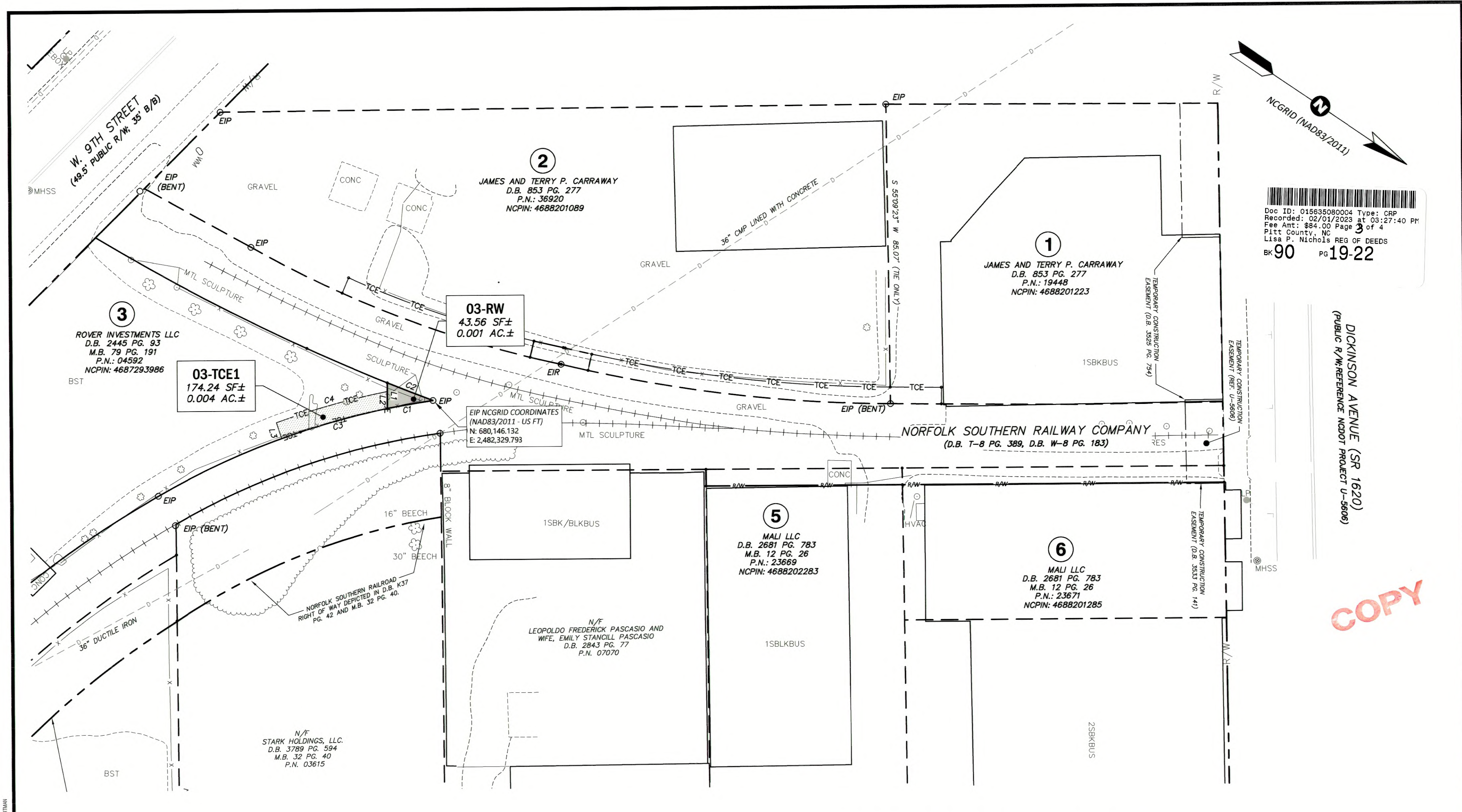
REFERENCES:

- M.B. 88 PG. 128
- D.B. 4003 PG. 272
- D.B. 2681 PG. 783
- D.B. 2445 PG. 93
- D.B. 853 PG. 277
- M.B. 12 PG. 26
- M.B. 79 PG. 191
- M.B. 32 PG. 40

SURVEY CERTIFICATION

NORTH CAROLINA PITT COUNTY

SIGNED:
 PROFESSIONAL LAND SURVEYOR
 LICENSE NUMBER L-4262

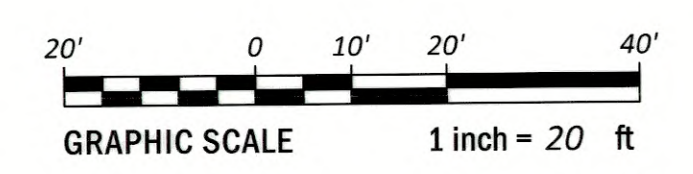


Doc ID: 015635080004 Type: CRP
 Recorded: 02/01/2023 at 03:27:40 PM
 Fee Amt: \$84.00 Page 3 of 4
 Pitt County, NC
 Lisa P. Nichols REG OF DEEDS
 BK 90 PG 19-22

DICKINSON AVENUE (SR 1620)
 (PUBLIC R/W REFERENCE NODOT PROJECT U-5606)

COPY

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REVISIONS:

EASEMENT ACQUISITION PLAT
CITY OF GREENVILLE BUILD PROJECT
PROJECT F
ARTS DISTRICT TRAIL
 CITY OF GREENVILLE, GREENVILLE TOWNSHIP, PITT COUNTY, N.C.

PREPARED FOR: CITY OF GREENVILLE
 ADDRESS: P.O. BOX 7207, GREENVILLE, NC 27838

NC License: F-0334
Rivers & Associates, Inc.
 riversandassociates.com Since 1918

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 107 East Second Street
 Greenville, NC 27858
 (252) 752-4135

SURVEYED RB/CG/TK
 DRAWN PH/MS
 CHECKED PH
 APPROVED N/A
 DATE 12/28/2022
 SCALE 1" = 20'

NOTES:

SEE SHEET 2

LEGEND:

SEE SHEET 2

CURVE TABLE:

SEE SHEET 2

EASEMENT ACQUISITION / AREA TABLE:

SEE SHEET 2

REFERENCES:

SEE SHEET 2

LINE TABLE:

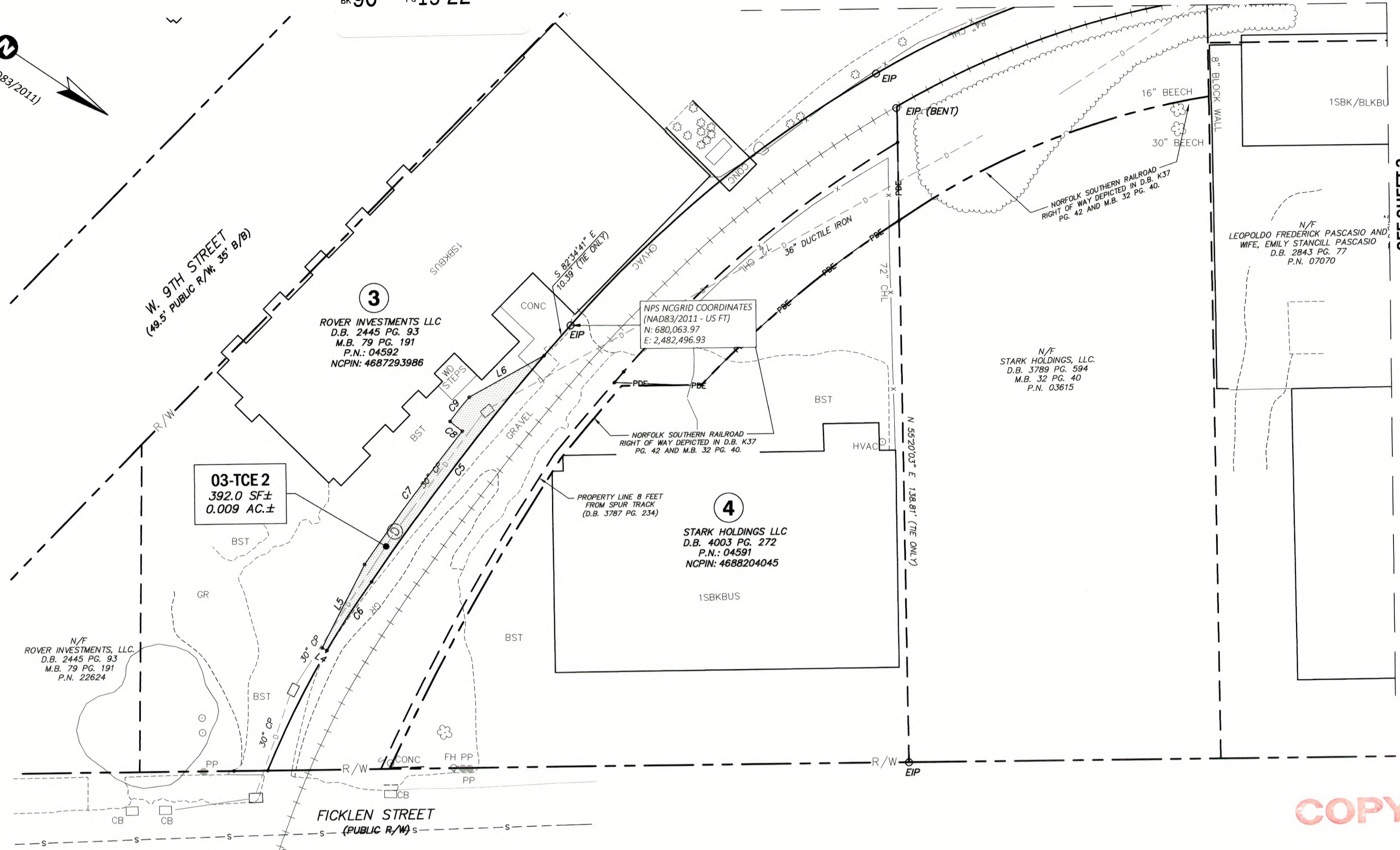
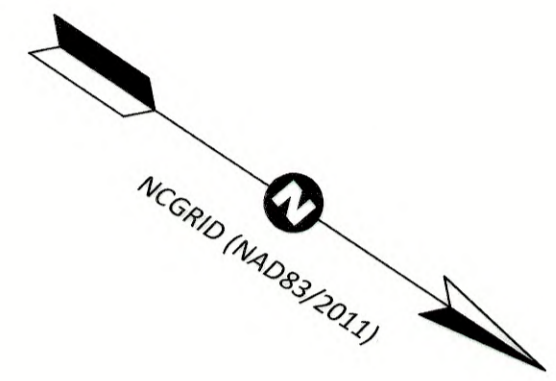
SEE SHEET 2

SURVEY CERTIFICATION
 NORTH CAROLINA PITT COUNTY

NORTH CAROLINA PROFESSIONAL LAND SURVEYOR SEAL
 L-4262
 PATRICK W. HARTMAN

SIGNED: *Patrick W. Hartman* 1/6/23
 PROFESSIONAL LAND SURVEYOR
 LICENSE NUMBER L-4262

Doc ID: 015635080004 Type: CRP
 Recorded: 02/01/2023 at 03:27:40 PM
 Fee Amt: \$84.00 Page 4 of 4
 Pitt County, NC
 Lisa P. Nichols REG OF DEEDS
 BK 90 PG 19-22



SEE SHEET 3

SEE SHEET 3

03-TCE 2
 392.0 SF ±
 0.009 AC ±

NPS NCGRID COORDINATES
 (NAD83/2011 - US FT)
 N: 680,063.97
 E: 2,482,496.93

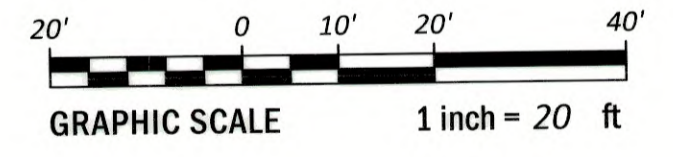
4
 STARK HOLDINGS LLC
 D.B. 4003 PG. 272
 P.N.: 04591
 NCPIN: 4688204045

N/F
 ROVER INVESTMENTS, LLC.
 D.B. 2445 PG. 93
 M.B. 79 PG. 191
 P.N. 22624

N/F
 STARK HOLDINGS, LLC.
 D.B. 3789 PG. 594
 M.B. 32 PG. 40
 P.N. 03615

COPY

THE PURPOSE OF THIS MAP IS TO REVISE THE RIGHT OF WAY, PERMANENT DRAINAGE EASEMENT DEPICTED ON PARCEL 3 AS RECORDED IN MAP BOOK 88 PAGE 128. PARCEL 3 ON THIS MAP SUPERCEDES THE PREVIOUS MAP.



REVISIONS:

EASEMENT ACQUISITION PLAT CITY OF GREENVILLE BUILD PROJECT PROJECT F ARTS DISTRICT TRAIL CITY OF GREENVILLE, GREENVILLE TOWNSHIP, PITT COUNTY, N.C.	
PREPARED FOR: CITY OF GREENVILLE ADDRESS: P.O. BOX 7207 GREENVILLE, NC 27838	SURVEYED RB/CG/TK DRAWN PH/MS CHECKED PH APPROVED N/A DATE 12/28/2022 SCALE 1" = 20'
NC License: F-0334 Engineers, Planners, Surveyors Landscape Architects 107 East Second Street Greenville, NC 27858 (252) 752-4135 riversandassociates.com Since 1918	

NOTES:

SEE SHEET 2

LEGEND:

SEE SHEET 2

CURVE TABLE:

SEE SHEET 2

REFERENCES:

SEE SHEET 2

EASEMENT ACQUISITION / AREA TABLE:

SEE SHEET 2

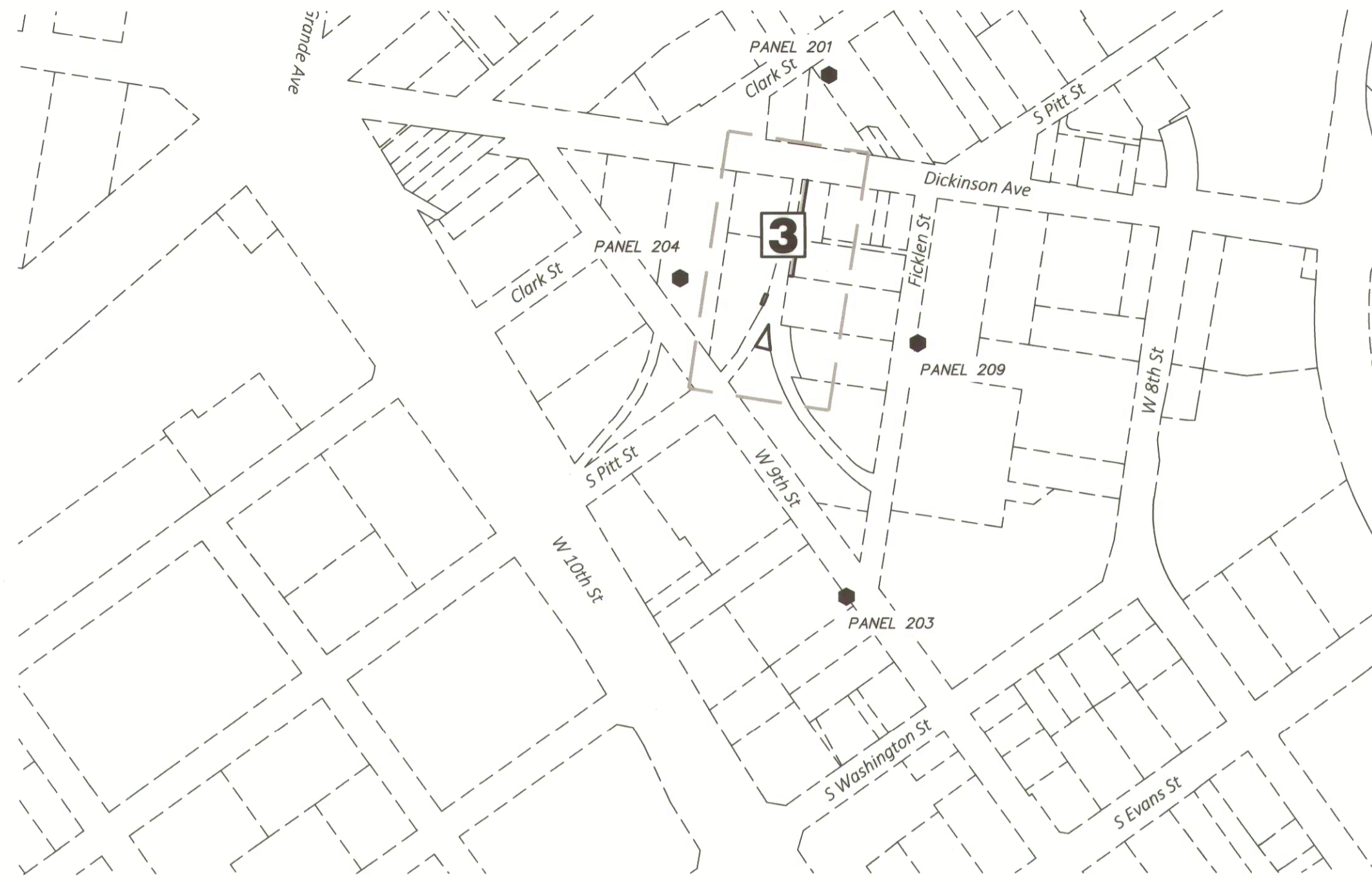
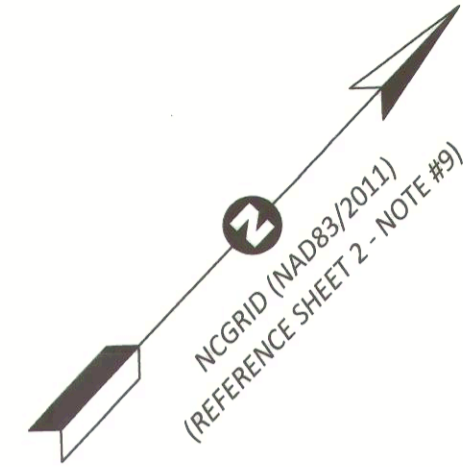
SHEET 4 OF 4

SURVEY CERTIFICATION

NORTH CAROLINA PITT COUNTY

SIGNED: *Patrick W. Hartman* 1/6/23
 PROFESSIONAL LAND SURVEYOR
 LICENSE NUMBER L-4262

COPY



NO APPROVAL REQUIRED
 NORTH CAROLINA CITY OF GREENVILLE

I HEREBY CERTIFY THAT NO APPROVAL IS REQUIRED BY THE CITY OF GREENVILLE PLANNING DEPARTMENT.

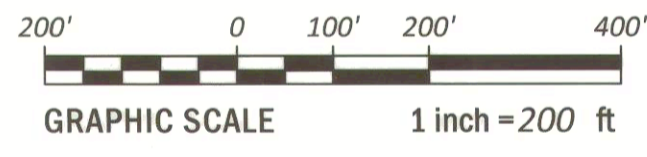
BY: Chantae M. Gooby
 CITY OF GREENVILLE PLANNING DEPARTMENT

DATE: 7/11/2022

REVIEW OFFICER
 NORTH CAROLINA PITT COUNTY
Chantae M. Gooby

A REVIEW OFFICER OF PITT COUNTY, N.C., CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

BY: Chantae M. Gooby
 REVIEW OFFICER
 DATE 7/11/2022



VICINITY LEGEND:

- 1 SHEET NUMBER
- PERMANENT RIGHT OF WAY
- AERIAL PANEL SET MAG NAIL (SMN)

SURVEY HORIZONTAL CONTROL

POINT	NORTHING (US FT-GROUND)	EASTING (US FT-GROUND)	ELEVATION (NAVD88)	DESCRIPTION	GRID NORTHING (US FT-NAD 83/2011)	GRID EASTING (US FT-NAD 83/2011)
201	680505.48	2482125.73	49.35	PANEL 201-SMN	680505.53	2482125.62
203	679911.73	2482722.14	41.92	PANEL 203-SMN	679911.85	2482721.97
204	680102.21	2482174.73	47.58	PANEL 204-SMN	680102.31	2482174.62
209	680288.96	2482525.56	44.79	PANEL 209-SMN	680289.04	2482525.41
305	681060.79	2481113.76	62.24	PANEL 305-SMN	681060.79	2481113.76

PROJECT CONTROL LOCALIZED TO GROUND AROUND PANEL 305; CALCULATED COMBINED FACTOR = 0.99989534936001.

SURVEY CONTROL CERTIFICATION

I, PATRICK HARTMAN, P.L.S., CERTIFY THAT THE NORTH CAROLINA STATE PLANE GRID COORDINATES AND GROUND COORDINATES SHOWN HEREON WERE DERIVED FROM AN ACTUAL GPS SURVEY AND TRADITIONAL TRAVERSE PERFORMED TO THE CLASS A STANDARD; THAT VERTICAL DATUM/ELEVATIONS WAS DERIVED FROM LEVELING PERFORMED BY CH ENGINEERING ON 6/29/2020-7/1/2020 (CLASS A); BENCHMARK USED WAS NCGS LUPTON (EY1808), NAVD88 ELEVATION=60.90 FEET.; AND THE FOLLOWING INFORMATION WAS USED DURING THE PERFORMANCE OF THE WORK:

- 1) CLASS OF SURVEY: CLASS A (HORZ.) CLASS A (VERT.)
- 2) POSITIONAL ACCURACY: 12 CM (HORZ.)
- 3) TYPE OF GPS FIELD PROCEDURE: NORTH CAROLINA RTN
- 4) DATE OF SURVEY WORK: 6/17/2020-7/1/2020
- 5) DATUM/EPOCH: NAD83/2011
- 6) PUBLISHED CONTROL/FIXED CONTROL: MULTIPLE NCGS RTN OBSERVATIONS
- 7) GEOID MODEL: GEOID12B
- 8) COMBINED GRID FACTOR: 0.99989534936001
- 9) UNITS: US SURVEY FEET

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 23RD DAY OF APRIL, 2021.

Patrick W. Hartman
 PROFESSIONAL LAND SURVEYOR LICENSE NO. L-4262

REVISIONS:

**EASEMENT ACQUISITION PLAT
 CITY OF GREENVILLE BUILD PROJECT
 PROJECT F
 ARTS DISTRICT TRAIL
 CITY OF GREENVILLE, GREENVILLE TOWNSHIP, PITT COUNTY, N.C.**

PREPARED FOR: CITY OF GREENVILLE
 ADDRESS: P.O. BOX 7207
 GREENVILLE, NC 27838

NC License: F-0334
Rivers & ASSOCIATES, INC.
 riversandassociates.com Since 1918

Engineers Planners Surveyors
 Landscape Architects
 107 East Second Street
 Greenville, NC 27858
 (252) 752-4135

SURVEYED RB/CG/TK
 DRAWN PH/MS
 CHECKED PH
 APPROVED N/A
 DATE 05/2/2021
 SCALE 1" = 20'

SHEET INDEX	
#	DESCRIPTION
1	COVER
2	NOTES / LEGEND / ACQUISITION TABLE / CURVE TABLE / REFERENCES
3	PERMANENT RIGHT OF WAY - PARCEL 5 & 6

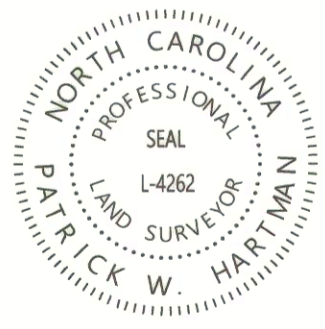
**THE PURPOSE OF THIS MAP IS TO REVISE THE
 TEMPORARY GREENWAY EASEMENT DEPICTED ON PARCEL
 5 AND PARCEL 6, RECORDED IN MAP BOOK 88 PAGE 128,
 TO PERMANENT RIGHT OF WAY.**

SURVEY CERTIFICATION

NORTH CAROLINA PITT COUNTY

I, PATRICK W. HARTMAN, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY DIRECTION BY RB. FROM DEED DESCRIPTIONS RECORDED IN BOOK SEE , PAGE REF; THAT THE RATIO OF PRECISION AS CALCULATED BY COORDINATES IS 1:10,000+; THAT BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOKS REFERENCED HEREON; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. I, FURTHER CERTIFY PURSUANT TO G.S. 47-30 (f)(11)d.: THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT ORDERED SURVEY OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION (EASEMENT PLAT); WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, AND SEAL THIS 23RD DAY OF APRIL, 2021.

SIGNED Patrick W. Hartman
 PROFESSIONAL LAND SURVEYOR LICENSE NUMBER L-4262



LEGEND:

	RIGHT OF WAY (R/W)
	PARCEL LINE
	EXISTING EASEMENT
	STORM DRAINAGE LINE
	VEGETATION LINE
	CENTERLINE EXISTING RAILROAD TRACKS
	PROPOSED PERMANENT RIGHT OF WAY (RW)
	PROPOSED PERMANENT DRAINAGE EASEMENT (PDE)
	PROPOSED TEMPORARY CONSTRUCTION EASEMENT (TCE)
	PROPOSED PERMANENT GREENWAY EASEMENT (TGE)
	WATER METER
	FIRE HYDRANT
	CATCH BASIN
	LIGHT POLES
	POWER/UTILITY POLE
	SANITARY SEWER MANHOLE
	STORM DRAIN MANHOLE
	VEGETATION/TREES/SHRUBS
	EXISTING IRON PIPE
	EXISTING IRON ROD
	VARIOUS ABOVE GROUND UTILITY STRUCTURES DEFINED BY ADJACENT LABEL/ABBREVIATION AND/OR LEADER
	ELECTRIC BOX
	HEATING VENTILATION AIR CONDITIONING
	SQUARE FEET PLUS OR MINUS
	ACRES PLUS OR MINUS
	PARCEL NUMBER
	NOW OR FORMERLY
	MAP BOOK
	DEED BOOK
	PAGE
	CONCRETE
	NO POINT SET
	METAL
	CONCRETE PIPE
	CORRUGATED METAL PIPE
	WOOD
	BITUMINOUS SURFACE TREATMENT (ASPHALT)
	PERMANENT RIGHT OF WAY (RW)

EASEMENT ACQUISITION /AREA TABLE:

ID	OWNER	PARCEL NO.	NCPIN	PDE (SF)	TGE (SF)	TCE (SF)	ROW (SF)
5	MALI LLC	23669	4688202283	---	---	---	295.6 SF±
6	MALI LLC	23671	4688201285	---	---	---	484.7 SF±

Doc ID: 015466710003 Type: CRP
 Recorded: 07/05/2022 at 10:25:03 AM
 Fee Amt: \$63.00 Page 3 of 3
 Pitt County, NC
 Lisa P. Nichols REG OF DEEDS
 BK 88 Pg 177-179

COPY

NOTES:

- ALL DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS.
- AREA DETERMINED BY COORDINATE COMPUTATION.
- BOUNDARY INFORMATION TAKEN FROM SOURCES REFERENCED HEREON.
- AREAS ON THIS SURVEY ARE LOCATED IN "ZONE X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN), AS DETERMINED FROM FIRM MAP NUMBERS 3720467800K, EFFECTIVE JULY 7, 2014.
- THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT REPORT. RIVERS AND ASSOCIATES DOES NOT CLAIM THAT ALL MATTERS OF RECORD, WHICH MAY OR MAY NOT AFFECT THIS PROPERTY, ARE SHOWN HEREON. PROPERTIES SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS OF WAY, RESTRICTIVE COVENANTS WHICH MAY BE OF RECORD.
- THIS PLAT WAS PREPARED FOR THE PURPOSE OF EASEMENT OR RIGHT-OF-WAY ACQUISITION ONLY. IT IS NOT INTENDED TO SERVE AS A BOUNDARY SURVEY OF THE PROPERTIES SHOWN HEREON.
- ADJACENT OWNER INFORMATION TAKEN FROM PITT COUNTY GIS. INFORMATION HAS NOT BEEN CHECKED OR VERIFIED IF TITLE INFORMATION IS CORRECT.
- FOR CLARITY, MINIMAL EXISTING PLANIMETRIC FEATURES ARE BEING SHOWN FROM AERIAL MAPPING BY SPATIAL DATA CONSULTANTS, SUPPLEMENTED WITH FIELD SURVEY FROM JUNE THRU SEPTEMBER 2020; OTHER FEATURES MAY EXIST.
- GRID NORTH AND COORDINATE VALUES SHOWN ON THESE PLANS ARE BASED ON SURVEY CONTROL AND CALCULATIONS PERFORMED DURING INITIAL DESIGN SURVEY WORK FOR THIS PROJECT (JULY 7 & 10, 2020); COORDINATES SHOWN ARE GRID; TO LOCALIZE TO GROUND COORDINATES, THE GRID TO GROUND SCALE FACTOR IS 1.00010466159 (GRID COMBINED FACTOR IS 0.99989534936001). PROJECT LOCALIZATION POINT IS PANEL 305 HAVING GRID COORDINATES (NAD83/2011) OF:
 NORTHING: 681,060.791 US FEET
 EASTING: 2,481,113.760 US FEET

P:\LANDSCAPE\GREENVILLE BUILD PROJECT\2020\2020 SURVEY\DWG\2-2666-F-MILEPLAN AREA-F-41.DWG - SHEET 2 - 6/29/2022 1:04:23 PM - MATI SHELTON

REVISIONS:

EASEMENT ACQUISITION PLAT CITY OF GREENVILLE BUILD PROJECT PROJECT F ARTS DISTRICT TRAIL CITY OF GREENVILLE, GREENVILLE TOWNSHIP, PITT COUNTY, N.C.	
PREPARED FOR: CITY OF GREENVILLE ADDRESS: P.O. BOX 7207 GREENVILLE, NC 27838	SURVEYED RB/CG/TK DRAWN PH/MS CHECKED PH APPROVED N/A DATE 5/3/2021 SCALE 1" = 20'
NC License: F-0334 Engineers Planners Surveyors Landscape Architects 107 East Second Street Greenville, NC 27858 (252) 752-4135	SHEET 2 OF 3

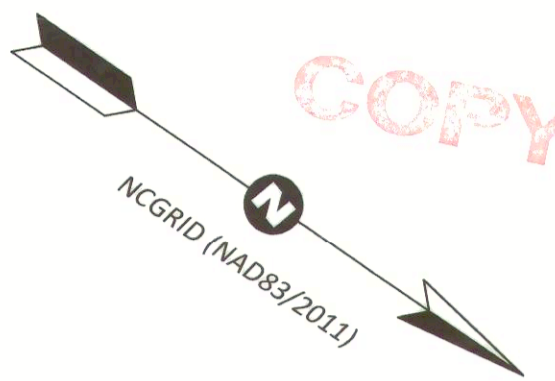
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 5 AND PARCEL 6, RECORDED IN MAP BOOK 88 PAGE 128,
 TO PERMANENT RIGHT OF WAY.

REFERENCES:

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- D.B. 4003 PG. 272
- D.B. 2681 PG. 783
- D.B. 2445 PG. 93
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- M.B. 12 PG. 26
- M.B. 79 PG. 191
- M.B. 32 PG. 40

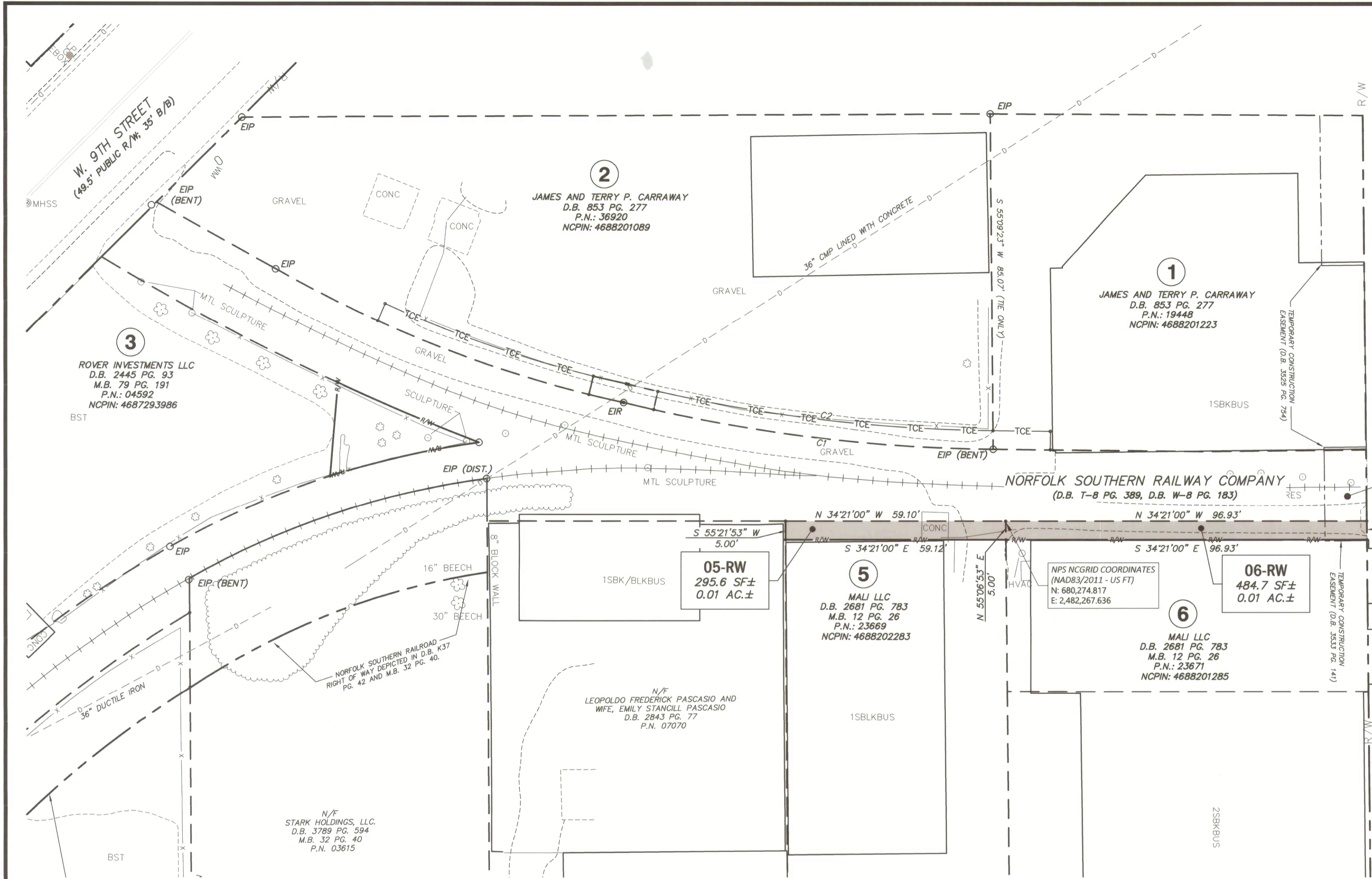
SURVEY CERTIFICATION	
NORTH CAROLINA	PITT COUNTY
SIGNED: 4/28/21 PROFESSIONAL LAND SURVEYOR LICENSE NUMBER L-4262	

COPY

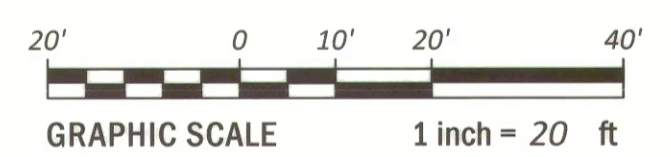


Doc ID: 015466710003 Type: CRP
Recorded: 07/05/2022 at 10:25:03 AM
Fee Amt: \$63.00 Page 3 of 3
Pitt County, NC
Lisa P. Nichols REG OF DEEDS
BK 88 PG 177-179

DICKINSON AVENUE (SR 1620)
(PUBLIC R/W REFERENCE NCDOT PROJECT U-5606)



THE PURPOSE OF THIS MAP IS TO REVISE THE TEMPORARY GREENWAY EASEMENT DEPICTED ON PARCEL 5 AND PARCEL 6, RECORDED IN MAP BOOK 88 PAGE 128, TO PERMANENT RIGHT OF WAY.



REVISIONS:

EASEMENT ACQUISITION PLAT
CITY OF GREENVILLE BUILD PROJECT
PROJECT F
ARTS DISTRICT TRAIL
 CITY OF GREENVILLE, GREENVILLE TOWNSHIP, PITT COUNTY, N.C.

PREPARED FOR: CITY OF GREENVILLE
 ADDRESS: P.O. BOX 7207, GREENVILLE, NC 27838

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SURVEYED RB/CG/TK
 DRAWN PH/MS
 CHECKED PH
 APPROVED N/A
 DATE 5/3/2021
 SCALE 1" = 20'

NOTES:

SEE SHEET 2

LEGEND:

SEE SHEET 2

CURVE TABLE:

SEE SHEET 2

REFERENCES:

SEE SHEET 2

EASEMENT ACQUISITION / AREA TABLE:

SEE SHEET 2

SHEET 3 OF 3

SURVEY CERTIFICATION
 NORTH CAROLINA PITT COUNTY

PATRICK W. HARTMAN
 PROFESSIONAL LAND SURVEYOR
 SEAL L-4262
 4/23/21

SIGNED: [Signature]
 PROFESSIONAL LAND SURVEYOR
 LICENSE NUMBER L-4262

P:\LANDSERVING\GREENVILLE BUILD PROJECT\20200727\BUREAU\DWG\2-2666-F-R1.DWG - SHEET 3 - 6/30/2022 1:04:23 PM - MATTHEW SHELTON



City of Greenville, North Carolina

Meeting Date: 10/09/2023

Title of Item: Contract award for Task Order 4 Design and Construction Bid for Phase 3 of the Public Works Stormwater Pipe Improvements

Explanation: The Public Works Department solicited Requests for Qualifications (RFQ) in September 2022 from qualified engineering firms interested in providing professional services for the final design and construction administration for the Public Works Stormwater Pipe Improvements Drainage Project. In response to the RFQ, three (3) engineering firms/teams submitted proposals. The team led by WK Dickson Co., Inc. of Cary, NC, was selected. The Public Works Stormwater Pipe Improvements Drainage Project will have three phases and several task orders.

The design for the third phase will be covered under Task Order 4. Task Order #4 for the final design will involve surveying, updating the Watershed Master Plan drainage analysis, providing a recommendation for rehabilitation and/or replacement improvements, developing and preparing the necessary construction documents, obtaining all applicable permitting, and supporting the City through the bidding, selection, and award process. Attached is the recommended scope of work for Task Order # 4. The scope of work is listed in Attachment A. The proposed cost for these services is \$284,594.50.

The project will fund the replacement of approximately 187 feet of 54” corrugated steel pipe as well as stream bank restoration to Pitt St. Over the last several years, sinkholes and other depressions have appeared in the asphalt above the 54” pipe. In July 2022, Terracon Consultants Inc. performed a thorough inspection of the pipe and determined that “the storm sewer system from Skinner Street to the outfall east of the tracks is in a state of failure”. The professional services contract for this project has three phases (or task orders), which include final design and construction administration.

Fiscal Note: Public Works is requesting City Council approve the fee for Task Order #4 and award a professional services contract to WK Dickson Co., Inc. in the amount of \$284,594.50 for the final design of the Public Works Stormwater Pipe Improvement Project.

The design and bid phase services will be funded by the Storm Water Utility Fund. The cost for the design and bid phase is \$284,594.50.

Recommendation: Public Works is requesting City Council approve the fee for Task Order #4 and

award a professional services contract to WK Dickson Co., Inc. in the amount of \$284,594.50 for the design of the Public Works Stormwater Pipe Improvements Drainage Project Phase 3.

ATTACHMENTS

[2023-08-21 Public Works SW Pipe Improvement-Amen4.pdf](#)

This is **EXHIBIT K**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [December 19, 2022].

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 4

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner: City of Greenville, NC

Engineer: W. K. Dickson & Co., Inc.

Project: Public Works SW Pipe Improvements Project

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

Please refer to Attachment A, Scope of Services, dated August 21, 2023.

Agreement Summary:

Original agreement amount:	\$ 497,295.50
Net change for prior amendments:	\$ 99,714.00
This amendment amount:	\$ 284,594.50
Adjusted Agreement amount:	\$ 881,604.00

Change in time for services (days or date, as applicable): 270 Additional Calendar Days

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER: City of Greenville, NC

ENGINEER: W. K. Dickson & Co., Inc.

By: _____
Print
name: _____

Title: _____

Date Signed: _____

DocuSigned by:
Scott Sigmon
A61C783C8E9646A...
By: _____
Print
name: Scott Sigmon

Title: Vice President

Date Signed: 8/21/2023

ATTACHMENT A

SCOPE OF SERVICES

CITY OF GREENVILLE, NC

**PUBLIC WORKS STORMWATER PIPE IMPROVEMENT PHASE 3 DESIGN – DOWNSTREAM
CHANNEL IMPROVEMENT
AUGUST 21, 2023**

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

- City of Greenville Manual of Standard Designs and Details
- NCDOT Standard Specifications for Roads and Structures
- Manual for the Design and Construction of Water and Wastewater System Extensions for Greenville Utilities
- NCDEQ Erosion and Sediment Control Planning and Design Manual
- Other applicable OWNER, State or Federal standards

Project Description:

The Public Works Storm Water Pipe Improvements project is located primarily within the Public Works Complex in Greenville, NC. It is bounded by Skinner Street to the west and the CSXT Railroad which is parallel to Beatty Street to the east. This project is being federally funded by the American Rescue Plan Act (ARPA), and ARPA requires the projects to be fully constructed and funds spent by January 2026.

The Phase 1 Design incorporates upsizing the existing drainage system through the Public Works facility to meet a 25-yr level of service (LOS). This pipe upsizing will push high flows and water surface elevations into the natural stream channel between the closed system outfall and S. Pitt Street. This existing channel is already experiencing bank erosion and degradation through excessive shear stress during high-flow events. Additionally, the existing endwall at the closed system outfall is in poor condition and has a high likelihood of worsening under higher flow conditions. In order to address these issues, coordination with existing property owners, including CSXT Railroad, must occur to obtain easements and encroachment agreements.

This Phase 3 design primary project objectives include:

- Removing the approximately 187 Linear Feet of existing 54" CMP within the existing 60" steel encasement and lining this encasement with a fiber-reinforced CIPP;
- Incorporating a new pre-cast endwall that will provide a secure bank transition and will protect the existing sewer aerial line crossing;
- Six hundred linear feet of bank stabilization using nature-based design solutions;
- Daylight the existing culvert on S. Pitt Street and incorporating natural bank stabilization methods.
- Coordinating with CSXT Railroad to perform these improvements within their ROW; and,
- Coordinating and obtaining easements from adjacent property owners to install natural bank protection measures.

OWNER PROVIDED ITEMS

The following information will be provided by the OWNER:

- All available Owner- and GUC-maintained GIS utility layers for the project areas;
- Previously obtained contractor construction cost estimate to replace existing drainage system;
- The OWNER's standard notes and details;
- Previously performed groundwater analysis and test reports; and
- The OWNER's standard EJCDC Supplementary Conditions.

CONSULTANT provided services

The following services shall be provided by the CONSULTANT:

1. Project Administration

The following project management efforts will be conducted in coordination with the CONSULTANT:

1.1 Project Billing Administration

The CONSULTANT shall oversee the project team relative to ensuring budget, schedule, and conformance to the project scope on a day-to-day basis up to **nine (9) months** from approval of this contract. The CONSULTANT shall also provide a minimum of two project contacts for the OWNER so that at any time someone familiar with the project can be available to the OWNER if questions, comments, concerns, or other project needs arise.

The CONSULTANT shall maintain a project cost accounting system throughout the life of the project and will maintain a project filing system throughout the life of the project to use for storage and

retrieval of project documents. This task also includes updates to the project schedule (formally) if during the life of the project a substantial deviation in the schedule occurs for any reason. All other minor schedule updates will occur in the monthly project reporting.

All project final deliverables will be certified (signed, sealed, and dated) by a professional engineer and/or surveyor registered in the state of North Carolina. Engineer will participate in project closeout and ensure it is completed on a timely basis.

Project Management is anticipated to occur on an ongoing basis throughout the entire project for up to **nine (9) months** from Notice to Proceed. If the schedule is substantially extended, additional monthly management fees shall be renegotiated.

1.2 Monthly Status Meetings

Monthly status meetings shall be held between the OWNER and the CONSULTANT during the Project. Items discussed during the monthly status meetings include, but are not limited to, progress reports, invoices, technical/policy interpretations, anticipated project goals/challenges, etc. The meetings may also be used to present, discuss, and/or review work-in-progress as required by the Project Manager. The CONSULTANT shall schedule the meetings and reserves the right to cancel or call for additional meetings as deemed necessary. It is assumed that the **nine (9)** meetings will occur in-person at the City's public works facility at 1500 Beatty Street and be attended by up to two (2) project team members from the CONSULTANT.

The CONSULTANT shall prepare and submit minutes of these meetings to the Project Manager within ten (10) calendar days.

1.3 Monthly Status Reports

Monthly progress reports are due at the end of each month and shall accompany each invoice. It is assumed that **nine (9)** status reports will be produced for this phase. The CONSULTANT shall prepare monthly status reports and deliver the reports to the OWNER a minimum of three (3) business days prior to the monthly status meeting or by the last working day of the month, if a meeting is not held. The status report shall summarize work completed, percent of work complete to date compared to the CONSULTANT's current estimate of total work required, the work scheduled to be completed for the upcoming month and identify any outstanding issues or decisions that must be resolved by OWNER staff or the project team. The OWNER will provide the CONSULTANT with a standard format for the progress report. At the request of the OWNER, the CONSULTANT shall make all plans and project work available for review and examination by OWNER staff.

2. Field Survey

The CONSULTANT shall provide a full topographic survey of approximately 52,572 sq. ft. of the project area generally between the existing Phase 1 survey limits to approximately 100 feet downstream of S. Pitt Street, as shown in the attached Figure 1. The field survey will be used for the proposed design plans and for developing the proposed Hydrologic & Hydraulic (H&H) Model of the drainage system within the project area to a point 100 feet downstream of S. Pitt Street. Horizontal surveys shall be tied to the North Carolina State Plane Coordinate System (North American Datum 1983), and vertical surveys shall be based on the North American Vertical Geodetic Datum of 1988 (Sea Level). The survey shall comply with the standards of a Class A survey as detailed in the Standards of Practice for Land Surveying in North Carolina, Amended August 1, 2000, or the latest revision.

2.1 Detailed Location and Design Survey

The CONSULTANT shall be responsible for identifying field survey data necessary to complete the Design Phase of the Project. The detailed survey shall include sufficient data within the agreed limits as described above and labeled to:

- Produce the H&H model for the existing system;
- Coordinate public and private above and below-ground utilities;
- Produce base mapping for final design plans;
- Produce encroachment exhibits, easement exhibits/plan and plats; and
- Produce a digital topographic map with contours at a minimum of 1' intervals.

At a minimum, the survey shall include the following:

- Elevations at inverts and other dimensions of any significant hydraulic restriction or system element including culverts, bridges, pedestrian bridges, aerial utility lines, and low water crossings;
- Location, height, and profiles of elements, such as guardrail or handrail, adequate to perform overtopping analysis on significant hydraulic elements;
- Channel/floodplain information including centerline, low point (thalweg), toe and top of bank elevation, any major change in slope of bank at locations (minimum every 50 feet) such that an accurate channel/floodplain plan view and profile can be generated (major changes in slope, cross-section, and direction of the channel/floodplain must be captured). Each channel cross-section shall have at least five points within and inclusive of the channel banks and shall have a minimum of two points outside the channel banks on each side of the channel;

- Elevations along the road centerlines, edge of pavement, and curb lines (left and right) adequate to produce profiles suitable for accurate modeling and design;
- Locations of storm drain pipes and drainage structures including sizes, shapes, material, invert elevations, and rim/grate elevations;
- Locations of sanitary sewer pipes and sewer structures including sizes, materials, invert elevations, and rim elevations, including the next upstream or downstream manholes;
- Horizontal locations and sizes of observed underground and overhead utilities (water, sewer, gas, electric, telephone, cable, fiber optic, etc.) that may impact the planning and preliminary design analysis including: poles, lines, boxes, etc.;
- Vertical locations of underground utilities (water, sewer, gas, electric, telephone, cable, fiber optic, etc.), at agreed locations that may impact the final design plans will be performed shall be covered under scope for Subsurface Engineering Work.
- Include corners of buildings and driveways for properties within the survey limits.
- Locations of other physical features that may be affected by construction of possible alternatives including driveways (type), fences (type), walls, signs, planters, sheds, rock outcroppings, etc. For sheds, note whether the structure is a permanent structure and if it has electricity;
- Locations of trees greater than, or equal to, 24" diameter (labeled with size and variety), ornamental trees of any size, any landscaped areas and/or any forested areas/tree lines within the projected work area;
- Locations of property irons to the extent necessary for purposes of overlaying and verifying legal descriptions and plats; and
- Description, book, and page number of the official registry of properties affected by the Project, including current property OWNER name(s), tax parcel identification number, street address, existing property acquisitions, right-of-way, and existing recorded easements associated with the Project from the Register of Deeds. Results of deed research will be provided to the OWNER as part of the survey submittal.

The CONSULTANT shall submit draft electronic copy survey drawings at a 1" = 20' scale to the OWNER for review and comment. The CONSULTANT shall address OWNER comments and provide the final survey data to the OWNER in an electronic format. The electronic form shall be compatible with AutoCAD Civil 3D 2022 and shall include the digital drawing files, digital terrain model, and the points ASCII file.

A NC Professional Land Surveyor shall seal the reproducible copy and certify that it is a Class A survey. The drawing shall include surveyed information, including control points. Information shall be distinguished by an adequate number of layers in accordance with the OWNER's standard layers and symbols.

Exhibit A – Engineer's Services

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Subsurface Survey Engineering work shall be completed where the total SUE Level B survey area will be approximately 47,839 sq. ft. as shown on the attached Figure 1.

The CONSULTANT shall provide “Quality Level B” horizontal subsurface utility location data for the underground utilities. This includes Utility Research, Utility designating, Surveying and Mapping of the existing utilities within the project limits. The CONSULTANT will use conventional conductive utility designating methods in order to detect and mark the location(s) of conductive lines. Ground Penetrating Radar will be utilized to attempt to detect and mark the location(s) of non-conductive lines.

Task 2.1 Deliverables (Digital Submittal):

- *Draft Topographic Survey*
- *Final Sealed Topographic Survey*
- *SUE Quality Level B information will be shown on the Sealed Topographic Survey*

2.2 Stream/Wetland Mapping

Before acceptance and use of the survey, the CONSULTANT shall perform a field mapping of the existing stream and wetland boundaries and ensure these boundaries are incorporated into this survey.

2.3 Plat Production

The CONSULTANT shall provide eight (8) 8.5”x 14” Exhibit Maps to illustrate proposed Temporary Construction Easements (TCEs) and Permanent Drainage Easements (PDEs) in support of this project.

The CONSULTANT shall verify existing property corners to ensure the accuracy of the final survey exhibits and plats. All plats and exhibits shall comply with the NC Board of Examiners for Engineers and Surveyors “Standards of Practice for Land Surveying in North Carolina.” All plats shall match exactly the final construction plans with respect to right-of-way, property lines, and easements.

The CONSULTANT shall obtain from public records and indicate on plats the current owners, tax identification number, description, book and page number of the official registry of properties affected by the proposed acquisition, right-of-way, or easement. Where subdivision plats are available, the property lines at the corners of complete blocks and intersecting streets of properties affected by the property acquisition, right-of-way, or easement shall be referenced to the survey line by station, angle, and distance. In other areas, each affected property corner shall be referenced to the survey line by station, angle, and distance. Each exhibit and plat shall conform to the Standards of Practice for Land Surveying in North Carolina, Section 1600.

All exhibits and plats must comply with the Pitt County Register of Deed recordation requirements at the time the documents are recorded.

2.4 Field Survey Project Administration

Before acceptance and use of the survey, the CONSULTANT shall perform a field review of the survey to verify that it is complete, accurate, and meets the project scope requirements. CONSULTANT will assure the quality of the product.

3. Geotechnical and Environmental Evaluation

3.1 Soil Sampling & Evaluation

The CONSULTANT shall perform geotechnical subsurface investigations including foundation evaluation necessary for completion of the final construction plans and supporting documents after receiving written authorization from the OWNER. These investigations shall include soil borings, analysis, laboratory testing, and engineering recommendations. The proposed borings will be approximately 15-20 feet below the existing ground surface. A maximum of two (2) soil borings will be completed.

The results of the investigation will be evaluated by a geotechnical engineer and an engineering report will be prepared. The report will include the following information:

- Description of the proposed construction and regional geology;
- Descriptions of the field exploration and laboratory testing programs, including preparation of a site location plan, boring location plan, and summary of laboratory test results;
- Descriptions of the site subsurface conditions including the preparation of typed boring logs and subsurface profiles;
- Descriptions of groundwater conditions encountered and recommendations for management of groundwater during construction;
- Earthwork construction recommendations including evaluation of site soils for use as structural backfill, and soil compaction requirements for backfill;
- General recommendations for temporary shoring; and
- Recommendations for quality control and materials testing.

Task 3.1 Deliverable (Digital Submittal):

- *Geotechnical Engineering Report with Bore Logs and Design Recommendations*

3.2 Geotechnical and Environmental Evaluation Project Administration

Prior to acceptance and use of the geotechnical and environmental sample results, the CONSULTANT shall perform a review of the soil and water sample lab results to verify that it is complete, accurate, and meets the requirements of the Project scope. CONSULTANT will manage this phase and the soils and water evaluation coordination in a manner to be responsive to the needs and schedule of the OWNER and the CONSULTANT and assure the quality of the product.

4. Stormwater H&H Modeling

4.1 Proposed Conditions H&H Evaluation

The CONSULTANT will produce one alternative for the 1-D Proposed Conditions Hydrologic and Hydraulic (H&H) Storm Water Management Model (SWMM) model to account for the following changes to the Existing Conditions model:

- One alternative will be evaluated, including incorporating bank stabilization methods and removing the culvert crossing on S. Pitt Street.

The results of this proposed conditions modeling will be used to guide the proposed design.

5. Utility Coordination

The Utility Coordination efforts shall at a minimum identify, address, and/or resolve known utility conflicts and required public utility easements associated with the construction of the recommended drainage improvements. The OWNER should be copied on critical correspondence or communications between the CONSULTANT and any agency or utility of the OWNER or representative. Utility relocation design and utility relocation construction plans are included and described further in Tasks 7 and 8.

5.1 Public Utility Coordination

The CONSULTANT shall coordinate with the OWNER when both existing and proposed utilities may be affected by the project. The recommended storm drainage improvements and public utility relocations shall be designed with the goal of minimizing conflicts with known utilities. The CONSULTANT is responsible for conducting utility coordination meetings and providing a reasonable response time to incorporate Utility Owner comments into final plans.

This task shall include up to one (1) in-person meetings and/or site walk to review any potential utility conflicts with utility owner.

6. Permitting

The CONSULTANT shall coordinate with the OWNER to develop Erosion and Sedimentation Control construction plans and obtain approvals and applicable permit for the project from NCDEQ. This task only covers the effort and document development for NCDEQ erosion and sedimentation control permit.

6.1 Erosion Control Permitting

The CONSULTANT shall design, specify, and include in the construction plans erosion control measures that meet or exceed applicable regulatory requirements and prevent off-site sedimentation during construction of the Project. The design shall be in accordance with the requirements of the OWNER's Erosion Control Program, NCDEQ, NC Erosion and Sediment Control Planning and Design Manual, and applicable regulations.

Erosion Control Construction Plans & Supporting Documents:

The CONSULTANT shall prepare erosion control construction plans, calculations, and supporting documents for agency review to gain approvals and permits. The CONSULTANT shall show erosion control measures and details on the plans. Preliminary and Final Submittals of these plans and documents are included in Task 7 and 8.

The erosion control plans and supporting permit documents shall be sealed by a NC Registered Professional Engineer and include the following:

- Proposed Storm Drainage Improvement Plans;
- Erosion and Sedimentation Control Plans;
- Detail drawings and specifications;
- Vegetative Plan;
- Maintenance Plan;
- Construction sequence;
- Brief Narrative of the proposed improvements and erosion control measures;
- Project topographic map and soils data;
- Supporting calculations;
- Financial responsibility/ownership form;
- NCG01 Permit requirements and information, including NCG01 submittal process; and
- NCDEQ Checklist.

6.2 USACE NWP

This scope section includes the following:

- The CONSULTANT shall prepare submittals and approvals required by the US Army Corps of Engineers and the Division of Water Resources for stream and wetland impacts.
- The CONSULTANT will coordinate with the regulators to present information including mapping, conceptual design with associated impacts, statement of project purpose and project description.
- The CONSULTANT will submit a Joint Pre-Construction Notification (PCN) for 404 Nationwide Permit and 401 Water Quality General Certification. The PCN submittal will include:
 - Jurisdictional Determination Request and associated data forms;
 - Completed PCN form;
 - Project narrative;
 - 60 percent design plans; and
 - Additional information requested by regulatory agencies during pre-application coordination.
- The CONSULTANT will respond to one (1) round of comments from the regulator and submit final documents as required. An individual 404 permit and environmental mitigation is excluded from this scope.

6.3 CSXT Railroad Encroachment

This scope section includes the following:

- The CONSULTANT shall prepare and submit a completed and executed CSXT application and required permit drawings to obtain an encroachment agreement from CSXT.
- The CONSULTANT will coordinate with CSXT to present information, including mapping, conceptual design with associated impacts, project purpose statement, and project description.

Task 6 Deliverable (Digital Submittal):

- *Compiled Erosion and Sedimentation Control Permit Applications and supporting documents*
- *Compiled PCN permit submittal to USACE*
- *Compiled encroachment agreement with CSXT*

7. Preliminary Design

7.1 Preliminary Design Submittal (60% Plans)

The preliminary design submittal task includes preparation of the construction design plans, supporting calculations, and documents, etc. and must be at an appropriate level of completeness sufficient to accurately identify, address, and resolve critical impacts to utilities, traffic, erosion control, permitting, private property, methods of construction, project special provisions, and associated costs. The preliminary design submittal shall identify properties outside of the public works site impacted by the construction of the project as recommended in the technical memorandum included in Task 4 for the review and comment by the OWNER, utilities, and the appropriate permitting agencies.

Storm Drainage Improvements:

As shown in Figure 2, this proposed design includes the following:

- Removing the approximately 187 Linear Feet of existing 54" CMP within the existing 60" steel encasement and lining this encasement with a fiber-reinforced CIPP;
- Designing a new endwall that will provide a secure bank transition and will protect the existing sewer aerial line crossing;
- Designing natural bank stabilization methods to protect approximately 430 Liner Feet of existing stream bank;

The improvements shall be identified on 1/2 plan and 1/2 profile sheets at a scale of 1"=20' horizontal and 1"=4' vertical, and cross-sections sheets at a scale of 1" = 5', or as directed by the OWNER. Storm drain profiles will not be provided for the sections of the storm drain system where pipe repair improvements are provided.

The following items will be included in the preliminary submittal at a 60% design level:

- Cover Sheet listing the project name, OWNER project number, vicinity map, project features, public improvement quantities, scale, legend, sheet layout, index of sheets, specification reference; and approvals;
- General Notes sheet including general notes for physical features, materials, etc.; abbreviations; standards; any standard notes provided by the OWNER; etc.;
- Plan and Profile sheets with the location (plan and profile) of proposed storm drainage features (channels, pipes, structures, manholes, drop inlets, energy dissipaters, etc.). Proposed storm drainage alignments shall include an independent profile. The plan and profile sheets must be at an appropriate level of completeness to accurately identify at a minimum:

Exhibit A – Engineer's Services

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- Proposed stormwater alignments;
 - Profiles stormwater profile with cover and conflicts shown;
 - Potential utility conflicts;
 - Constructability concerns and limitations;
 - Potential water and sewer relocations required;
 - Potential private utility conflicts (i.e. large fiber optic duct banks);
 - Potential key stake holders;
 - Any proposed items that may exceed the typical cost expectations; and
 - Any other concerns which may affect the remainder of planning and construction (wetlands, stream impacts, graveyards, railroads etc.).
-
- Existing and proposed improvements identified and labeled on the plans shall include length, size, inverts, rims, structure dimensions, and type of material, slope, and detail number along with the method of construction, either brick / block, precast concrete, or cast-in-place concrete. Storm drainage structure design shall conform to current City of Greenville and NCDOT Specifications.
 - For culverts or bridges, the culvert opening size or span arrangement for the site, along with overall plan and elevation views and typical section(s).
 - Existing and proposed conditions including construction work areas, roadways, structures, public and private utilities, vegetation, fences, etc. in addition to existing features that may be impacted by construction (fences, trees, sheds, etc.) and the party responsible for removal and/or re-establishment.
 - Identification of proposed removal, replacements, or installations for existing and proposed features that will be affected by the construction of proposed improvements such as curb and gutter, sidewalk, fence, driveway, asphalt replacement, vegetation, sheds, etc. Labels must be included indicating the responsible party for removal and/or re-establishment that include length, size, material, and detail number (if applicable). Vegetation and trees greater than 12" in diameter and ornamental vegetation within the easement and work areas shall be designated as removed or protected.
 - Updated property OWNER information per the best available data to include the existing deed title lines, existing and proposed right-of-way lines, proposed property lines, existing and proposed easements, and proposed temporary construction easements. Fee simple, right-of-way and/or easements shall be sufficient to encompass improvements, including landscaping. For each property, the OWNER tax code designation, the deed book and page number, parcel number, and street address as well as names of property OWNERS shall be shown.

- Establishment and completion of the limits of construction, temporary construction easements, and permanent easements.
- Cross-sections and typical cross sections of open channels showing existing and proposed dimensions, including oversized modular block walls and other bank stabilization techniques to determine cut and fill quantities;
- Traffic control and/or construction phasing plans that include a phasing sequence listing work in each phase, traffic control diagrams and details of each phase, and any special considerations, such as time limitations, hour of day limitations, or intermediate completion times/liquidated damages to construct the proposed improvements. Construction Phasing sheet(s) will identify work areas by phases in order to reduce the interruptions to the Public Works services and staff. The design must also address and include traffic control devices, signs, restrictions, and pavement markings required during construction of the recommended improvements. These plans will adhere to the following:
 - Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD), current as of the date Final Traffic Control plans are begun as prepared by the National Advisory Committee on Uniform Traffic Control Devices, including subsequent revisions;
 - The current edition of the “North Carolina Supplement to the MUTCD, Part VI; NCDOT;
 - “The State Policy and Procedure for Traffic Control Through Construction Work Zones”; and
 - The current edition of the “Highway Design Branch Roadway Design Standards”, with subsequent revisions.
- Larger Non-Standard Structure/Drainage Details are envisioned to be precast concrete structures with requirements for the contractor to provide professional engineer sealed shop drawings during construction. Structural details designed, included in the design plan set, and sealed by a professional engineer are not envisioned, and therefore not included. Any structural design shall be considered additional services.
- This task also includes the design of public utilities relocations, and the development of construction plans and supporting documents. Public utility relocation design including up to 50 LF of 8-inch sanitary sewer main. These relocations will be shown on Utility Plan and Profile sheets.

Construction Plans for Submittal:

The proposed storm drainage improvement construction plans and documents and shall include, but not limited to, the following (Phase 1 and 2 will be separate plan sets that each contain the following):

- Cover and General Notes Sheets;
- Existing Conditions and Demolition Plan Sheet(s);
- Proposed Site Plan Sheet(s);
- Proposed Storm Drainage Plan and Profile Sheet(s);
- Proposed Utility Relocation Plan and Profile Sheet(s) (if required);
- Proposed Traffic Control and Project Phasing Plans;
- Proposed Erosion Control Plans; and
- Detail Sheet(s)

The task also includes one (1) review meeting with the OWNER to receive and discuss review comments.

Task 7 Deliverables (Digital Submittal):

- *Preliminary Design (60%) - Construction Plan Set*

8. Final Design**8.1 Draft Design Submittal (90% Plans)**

Following the review of the preliminary design plans (60% design), the CONSULTANT shall finalize the design incorporating review comments as appropriate. This submittal shall include items listed in Task 7 and any other items that were noted during the preliminary design plan review.

The CONSULTANT shall provide plans and/or text documents that address and/or respond to comments made by OWNER staff (if required).

An Engineer's Opinion of Probable Construction Cost (OPCC) will be provided at the 90% draft design submittal. The EOPCC will be made on the basis of CONSULTANT's experience, qualifications, and general familiarity with the construction industry. However, because CONSULTANT has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, CONSULTANT cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by the CONSULTANT.

Task 8.1 Deliverables (Digital Submittal):

- *Draft Design (90%) - Construction Plan Set*
- *Draft Design (90%) – Opinion of Probable Construction Cost (OPCC)*
- *Preliminary Design (60%) Submittal – Owner Comment Response Document (if required)*

8.2 Final Design Submittal (100% Plans – Released for Bid)

The CONSULTANT shall develop final design plans and specifications in sufficient form and detail for the OWNER to bid the construction contracts. The final design shall include the final version of items required in the Draft Final Design (90%) submittal.

Task 8.2 Deliverables (Digital Submittal):

- *Final Design - Plan Set (Sealed - Released for Bid)*
- *Final Design – Opinion of Probable Construction Cost (OPCC)*
- *Preliminary Design (90%) Submittal – Owner Comment Response Document (if required)*

9. Project Manual Preparation

The CONSULTANT shall utilize the CONSULTANT's standard specifications that will be combined with EJCDC Contract for Construction of a Large Project contract language. The CONSULTANT will provide the required technical specifications for this project. This contract and associated specifications will be provided to the City for review during the 90% and 100% Submittals. The CONSULTANT shall await City approval of the 90% submittal before completing the documents. The specifications and special provisions for the Project shall include any item associated with the proposed storm drainage improvements, utility relocations, traffic control, erosion control, and condition of agency approval that is not adequately described by the most current edition of NCDOT Standard Specifications for Roads and Structures or a City Standard Special Provisions. The specifications and project special provisions document shall be sealed by a registered Professional Engineer and submitted to the City for review and approval.

The project is being federally funded by the American Rescue Plan Act (ARPA), and the construction contract will contain federally required documentation associated with the Davis-Bacon.

Task 9 Deliverables (Digital Submittal):

- *Draft Design (90%) Submittal - Project Manual*
- *Final Design (100% - Released for Bid) Submittal – Project Manual*
- *Draft Design (90%) Submittal - Project Manual*
- *Final Design (100% - Released for Bid) Submittal – Project Manual*

10. Bid Phase Services

The Engineer will provide the following bid services for the project, including:

- Preparation of construction bidding documents, proposal bid forms, and bond forms;
- Reproduction of the plans and documents for bidding;
- Advertise the project;
- Maintenance of the bidder's log;
- Attending and conducting the pre-bid meeting;
- Attending and conducting the bid opening;
- Issue up to two (2) addendums;
- Provide clarifications and information as requested by bidders;
- Tabulation of the bids received;
- Reviewing the bid packages for compliance with the contract requirements; and
- Recommendation of the contractor.

11. Specified Additional Services – S. Pitt Daylighting

This Specified Additional Service includes the design effort associated with daylighting the existing culvert on S. Pitt Street and incorporating natural bank stabilization methods. It also includes removing the existing asphalt on S. Pitt Street and incorporating a floodplain bench with natural bank stabilization methods. The CONSULTANT will provide Unspecified Additional Services only upon receipt of written authorization from the OWNER. To the extent possible, the CONSULTANT will notify the OWNER in advance if the need for Unspecified Additional Services is anticipated. Additional Unspecified Services include:

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

12. Unspecified Additional Services

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

- Additional Hourly Services not listed above under "Scope of Services."

Exhibit A – Engineer's Services

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- Other professional services related to the Project, but not specifically described in this Scope of Services, which are identified and authorized in writing by the OWNER.

13. GoldenLeaf Funding Application

The CONSULTANT shall prepare, on behalf of the OWNER, a Golden LEAF Flood Mitigation and Recovery Program Application for the bank stabilization and daylighting of S. Pitt Street with elements including design and construction costs. It is assumed that this standard Golden LEAF Application form will be utilized for this effort.

It is assumed that the OWNER will submit final application through Golden LEAF online portal and provide any OWNER-specific data as required in support of the application.

14. Reimbursables

Reimbursables shall include costs for reproduction of plans (if required), specifications, exhibits, color exhibits, general correspondence, etc.; postage and courier fees; travel, meals, and lodging; and other miscellaneous expenses.

SCOPE EXCLUSIONS

These following services are excluded from this scope and would be considered additional services:

- Easement acquisition services;
- Any permits not specifically described in Task 6;
- Water/sewer conflict utility design services beyond those described in Task 7;
- Presentations to City Council; and
- Traffic signal modifications.

Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment

1. A Lump Sum amount not to exceed \$284,594.50 based on the following estimated distribution of compensation:
 1. Project Administration \$32,890.00
 2. Field Surveys \$34,987.50
 3. Geotechnical and Environmental Evaluation \$13,099.00
 4. Stormwater H&H Modeling \$6,424.00
 5. Utility Coordination \$9,720.00
 6. Permitting \$26,438.00
 7. Preliminary Design \$49,580.00
 8. Final Design \$36,562.00
 9. Project Manual Preparation \$23,592.00
 10. Bid Phase Services \$12,772.00
 11. Specified Additional Service \$13,670.00
 - S. Pitt Daylighting
 12. Unspecified Additional Services \$15,000.00
 13. GoldenLeaf Funding Application \$4,860.00
 14. Reimbursables \$5,000.00

W.K. DICKSON & CO., INC.
2023 RATE SCHEDULE

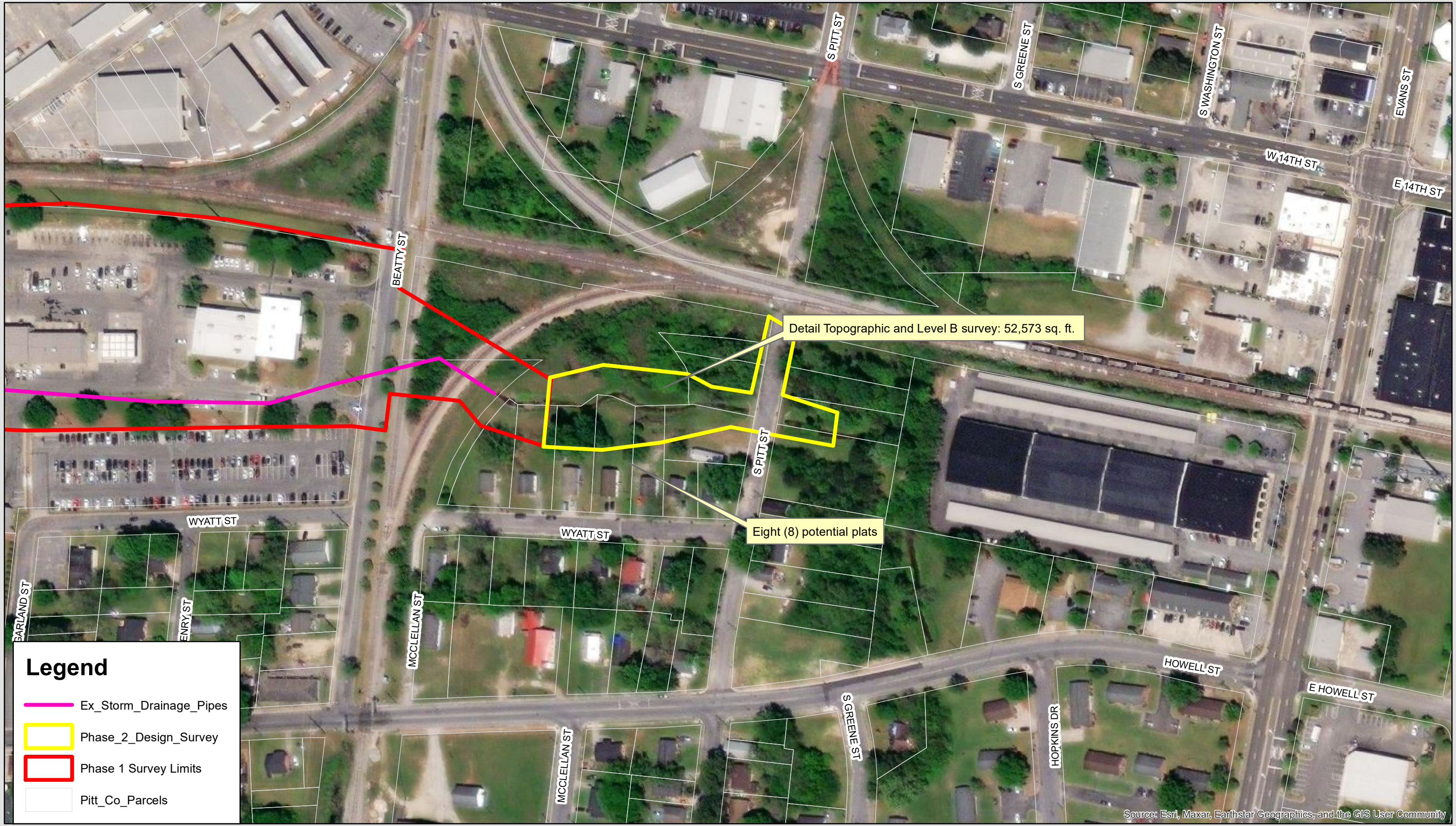
LABOR**2023**

Principal	\$263.00/hr.
Senior Consultant	\$242.00/hr.
Senior Project Manager	\$231.00/hr.
Senior Engineering Manager	\$231.00/hr.
Project Manager	\$200.00/hr.
Engineering Manager	\$200.00/hr.
Senior Project Engineer	\$179.00/hr.
Project Engineer	\$168.00/hr.
Senior Scientist	\$158.00/hr.
Scientist	\$144.00/hr.
Senior Planner	\$191.00/hr.
Planner	\$146.00/hr.
Senior Engineering Designer	\$152.00/hr.
Engineering Designer	\$139.00/hr.
Senior GIS Analyst	\$163.00/hr.
GIS Analyst	\$140.00/hr.
GIS Technician	\$118.00/hr.
Senior Construction Observer	\$140.00/hr.
Construction Observer	\$118.00/hr.
Project Administrator	\$86.00/hr.

EXPENSES

Reproductions	Cost
Mileage	IRS Rate
Telephone, Postage	Cost
Travel (Meals/Lodging)	Cost
Subconsultants	Cost + 10%

Note: The above rates are effective January 1, 2023. WK Dickson reserves the right to revise to reflect inflationary increases.



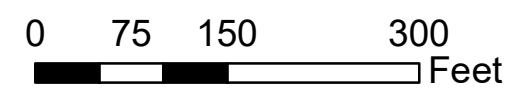
Legend

- Ex_Storm_Drainage_Pipes
- Phase_2_Design_Survey
- Phase 1 Survey Limits
- Pitt_Co_Parcels

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



Figure 1
Greenville PW Yard SW Imp-Phase 2 Design
Survey Scoping Figure



1 in = 150 ft



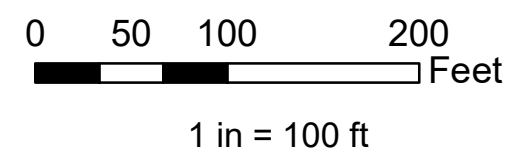
7/12/2023



Legend

- Ex_Storm_Drainage_Pipes
- Pitt_Co_Parcels

Figure 2
Greenville PW Yard SW Imp-Phase 2 Design
Design Scoping Figure



7/12/2023

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Timeline											
							Aug	Sep	Qtr 4, 2023		Dec	Qtr 1, 2024		Feb	Mar	Qtr 2, 2024		Jun
1		Public Works Stormwater Pipe Improvements	204 days	Mon 9/4/23	Thu 6/13/24													
2		City issues Notice to Proceed to WK Dickson	1 day	Mon 9/4/23	Mon 9/4/23													
3		Getting subs under contract	5 days	Tue 9/5/23	Mon 9/11/23	2												
4		Field Survey and Borings	40 days	Tue 9/12/23	Mon 11/6/23	3												
5		Proposed Conditions H&H Modelings	15 days	Tue 11/7/23	Mon 11/27/23	4												
6		Preliminary Design (60% Plans)	40 days	Tue 11/28/23	Mon 1/22/24	5												
7		Submittal of 60% Plans to City	1 day	Tue 1/23/24	Tue 1/23/24	6												
8		City Review of 60% Design	5 days	Wed 1/24/24	Tue 1/30/24	7												
9		60% Design Review Meeting	1 day	Thu 2/1/24	Thu 2/1/24	8FS+1 day												
10		Draft Design 90% Plan Production	30 days	Fri 2/2/24	Thu 3/14/24	9												
11		City Review of 90% Design	5 days	Fri 3/15/24	Thu 3/21/24	10												
12		Permitting Submittal and Agency 1st Review	35 days	Fri 3/15/24	Thu 5/2/24	10												
13		Final 100% Design Plans (RFB) Production	15 days	Fri 3/22/24	Thu 4/11/24	11												
14		City Receives 100% Plans	1 day	Fri 4/12/24	Fri 4/12/24	13												
15		Phase 1 Out for Bid	30 days	Fri 5/3/24	Thu 6/13/24	12												

Project: Public Works SW Pipe Improv Design Sche
Date: Thu 7/6/23

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

Certificate Of Completion

Envelope Id: 7E11C1D48CAB4590A851E342425537F1	Status: Completed
Subject: Complete with DocuSign: 2023-08-21 Public Works SW Pipe Improvements-Amen4.pdf	
Source Envelope:	
Document Pages: 24	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator: Maria Gleeson mgleeson@wkdickson.com
Envelopeld Stamping: Enabled	IP Address: 4.7.239.66
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	

Record Tracking

Status: Original 8/21/2023 2:51:02 PM	Holder: Maria Gleeson mgleeson@wkdickson.com	Location: DocuSign
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Signer Events

Scott Sigmon
ssigmon@wkdickson.com
Vice President
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
Scott Sigmon
A61C783C8E9646A...
Signature Adoption: Pre-selected Style
Using IP Address: 4.7.239.66

Timestamp

Sent: 8/21/2023 2:53:22 PM
Viewed: 8/21/2023 3:00:33 PM
Signed: 8/21/2023 3:03:43 PM

Electronic Record and Signature Disclosure:
Accepted: 8/21/2023 3:00:33 PM
ID: bd887db9-2920-4b54-8b4b-62ccf7d41974

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Marc Horstman
mhorstman@wkdickson.com
Security Level: Email, Account Authentication (None)

COPIED

Sent: 8/21/2023 3:03:44 PM
Viewed: 8/21/2023 3:08:31 PM

Electronic Record and Signature Disclosure:
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Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

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Certified Delivered	Security Checked	8/21/2023 3:00:33 PM
Signing Complete	Security Checked	8/21/2023 3:03:43 PM
Completed	Security Checked	8/21/2023 3:03:44 PM

Payment Events

Status

Timestamps

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From time to time, W.K. Dickson & Co., Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact W.K. Dickson & Co., Inc.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: tsnyder@wkdickson.com

To advise W.K. Dickson & Co., Inc. of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at tsnyder@wkdickson.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from W.K. Dickson & Co., Inc.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to tsnyder@wkdickson.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with W.K. Dickson & Co., Inc.

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to tsnyder@wk dickson.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify W.K. Dickson & Co., Inc. as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by W.K. Dickson & Co., Inc. during the course of your relationship with W.K. Dickson & Co., Inc..



City of Greenville, North Carolina

Meeting Date: 10/09/2023

Title of Item: Resolution Authorizing Contract Award for the Construction of the Public Works Stormwater Pipe Improvements Phase 1 and Contract Award for Task Order 5 (CA CO Inspection) for the Public Works Stormwater Pipe Improvements

Explanation: The City of Greenville is replacing the corrugated metal pipe that runs along the southern side of the Public Works complex. The existing 84-inch pipe conveys water from Skinner Street through the Public Works facility to Beatty Street. Due to corrosive soil conditions, the pipe has deteriorated. The corrosion of the bottom of the pipe has accelerated and has caused the integrity of the pipe to be compromised. Several sinkholes have formed at the Public Works facility. This Phase is 1300 feet long and is the most critical section of the Public Works stormwater infrastructure to replace due to its close proximity to major operational facilities.

Public Works initiated the design in this design phase in December 2022 with a design completion for this phase occurring in July 2023. The design was advertised for bid for six (6) weeks to provide contractors ample time to provide bids and obtain costs from subcontractors. The City received three (3) bids on August 23, 2023. Kwest Group, LLC submitted the lowest responsible, responsive bid in the amount of \$6,345,123.

With the award of this project, it is expected that the Kwest Group will begin construction later this year. The schedule for this project is 14 months after the Notice to Proceed is sent to the contractor.

The Public Works Stormwater Pipe Improvements Drainage Project will have three phases and several task orders. Task Order #5 for project inspection and project administration will involve design submittal approval, materials testing, and project inspection. The Public Works Department solicited Requests for Qualifications (RFQ) in September 2022 from qualified engineering firms interested in providing professional services for the final design and construction administration for the Public Works Stormwater Pipe Improvements Drainage Project. In response to the RFQ, three (3) engineering firms/teams submitted proposals. The team led by WK Dickson Co., Inc. of Cary, NC, was selected, and the scope of work is listed in Attachment A to the agreement. The proposed cost for the services is \$1,026,000.00. These costs are based on a construction duration of 14 months. Should the contractor complete the construction of Phase 1 in 12 months, the cost savings related to field personnel would be

proportionally reduced.

Fiscal Note:

The proposed budget for these two contracts is as follows:

1. Public Works Stormwater Pipe Improvements Phase 1 - \$6,345,123
2. Task Order #5 Project Administration and Inspection for Phase 1 - \$1,026,000

These projects will be funded by the American Rescue Plan Act (ARPA).

Recommendation:

City Council approve the resolution to award a construction contract for the Public Works Stormwater Pipe Improvements Phase 1 to Kwest Group, LLC in the amount of \$6,345,123.00 and award a professional services contract to WK Dickson Co., Inc. in the amount of \$1,026,000.00 for the project administration and inspection.

ATTACHMENTS

- RESOLUTION - CONTRACT AWARD CONSTRUCTION OF PW SW PIPE IMPROVEMENT - KWEST.pdf**
- 2023-08-24 Public Works Stormwater Pipe Improvements Phase 1 - Rec of Award.pdf**
- Fee Summary WK Dickson Phase 1 CA CO.pdf**
- Attachment A - 2023-09-25 Public Works SW Pipe Improvements-Amend5.pdf**

RESOLUTION NO.

RESOLUTION AUTHORIZING AWARD OF CONTRACT
FOR THE CONSTRUCTION OF THE PUBLIC WORKS STORMWATER PIPE
IMPROVEMENTS PHASE 1 PROJECT

WHEREAS, the City of Greenville staff has prepared the project construction documents and received bids from contractors in accordance with the City's formal bid process; and,

WHEREAS, the City of Greenville staff has reviewed and identified Kwest Group, LLC as the lowest responsive, responsible bidder;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that the contract for the construction of the Public Works Stormwater Pipe Improvements Phase 1 in Pitt County is hereby awarded to Kwest Group, LLC and that the Mayor of the City of Greenville is hereby authorized to execute an agreement with Kwest Group, LLC for the construction of said project in the amount of \$6,345,123.00.

ADOPTED this 9th day of October 2023.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

August 25, 2023

Mr. Kevin Mulligan
City of Greenville
1500 Beatty Street
Greenville, NC 27834

**RE: City of Greenville, North Carolina
Public Works Stormwater Pipe Improvements Phase 1
WKD Project Number 20220983.00.RA
Bid Tabulation and Recommendation**

Dear Kevin:

Formal bids for the referenced project were opened on August 23, 2023 at 10:00 AM EDT. Three bids were received, where the two lowest bidders, listed in ascending order, are Kwest Group, LLC and TA Loving Company. All bids contained the required 5% bid bond, acknowledged receipt of all addenda, identified their North Carolina General Contractors License number, enclosed the properly executed bid forms, supplemental forms and Minority and Women Business Enterprise forms. The Certified Bid Tabulation and Bid Opening Meeting Minutes are attached to this Recommendation Letter.

During our review of the three bids that were submitted for this project, we found one math error with one submitted bid. Trader Construction Company did not have the correct product of the unit quantity and unit price for Line Items 43 of the Total Bid. The Certified Bid Tabulation reflects the correct numbers. It is noted that these mathematical corrections did not change which contractor was the apparent low bidder.

Based on our bid analysis and background check of the apparent low bidder, Kwest Group, LLC is the responsive lowest bidder with a Total Bid of \$6,345,123.00.

Kwest Group, LLC has been doing public and private utility work in the United States for many years and has worked successfully on similar projects of equal size. They have worked on a few grading and utility projects within North Carolina. Their references spoke positively about Kwest Group's construction work capability and practices.

We recommend the City of Greenville award the Bid to **Kwest Group, LLC, in the amount of \$6,345,123.00.**

As always, we appreciate the opportunity to provide you with our services and look forward to assisting you with the construction of this project.

Sincerely,

W.K. Dickson & Co., Inc.

A handwritten signature in blue ink, appearing to read 'M. Horstman', with a long horizontal flourish extending to the right.

Marc T. Horstman, PE, PH, D.WRE

Attachment

-Bid Opening Meeting Minutes

-Certified Bid Tabulation

BID OPENING MEETING MINUTES

Bid Opening Meeting Minutes for the City of Greenville Public Works Stormwater Pipe Improvements Phase 1

Date: Wednesday, August 23, 2023
Time: 10:00 am
Place: City of Greenville Public Works Department Conference Room,
1500 Beatty Street, Greenville NC

Bid Opening Attendees:

Kevin Mulligan – COG
Kevin Heifferon – COG
Devin Thompson – COG
Tish Williams – COG
Ken Graves – COG
Wanda House - COG
Gentry Coward – COG
Marc Horstman - WKD
Bob Richter – TA Loving
Charles Parrott – Trader Construction Co.
David Stevick – Trader Construction Co.
Jack Huddle – Trader Construction Co.
Zac Shutsa – Kwest Group
Derek Easter – Oldcastle

Bid Opening Results

- The clock in the main conference room at the City Public Works facility located at 1500 Beatty Street was established as the official clock.
- Three bids were received prior to 10:00 am.
- At promptly 10:00 am, Marc Horstman declared the bid closed. All Contractors indicated that they received all provided addenda and no objections were issued prior to the bid opening.
- Right after the bids were closed, the bid opening commenced.
- The following were the Bid Results for the three submitted bids:

- Kwest Group, LLC - \$6,345,123.00
- TA Loving Company - \$7,100,500.00
- Trader Construction Company - \$7,240,470.00
- After all bids were read, the bid opening was declared officially closed at 10:18 am.
- The Bid Opening Results indicates that Kwest Group, LLC is the Apparent Low Bidder. However, the bid package will be reviewed for all submitted bids to determine the Responsive Lowest Bidder. Attached to these meetings minutes is the Certified Bid Tabulations.

Bid Meeting Attendance List

Project: Public Works Stormwater Pipe Improvements Phase 1 Project

Project No.: WKD #20220983.00.RA

Bid Date: August 23, 2023 at 10:00 am

Location: City of Greenville, 1500 Beatty Street, Greenville, NC 27834

Name	Company	Telephone#	E-mail Address
1. Bentley C. Ward	COG	252-329-4050	gcward@greenvillenc.gov
2. K. M. Sullivan	COG	252 329 4522	ksullivan@ " "
3. K. M. Sullivan	COG	252-329-4531	ksullivan
4. J. Thompson	COG	252-329-4522	JThompson@greenvillenc.gov
5. Marc Horstman	WKD	919-215-1198	mhorstman@wkdic.com
6. DANN SPENCE	TRADER	252 670 7545	dspence@traderconstruction.com
7. Charles Pawott	Trader	252-671-2815	cpawott@traderconstruction.com
8. JACK Huddle	TRADER	252-670-2395	jhuddle@traderconstruction.com
9. KEN A. GRAVES	CMO	252 329 4430	Kagraves@greenvillenc.gov
10.			
11.			
12.			



Bid Meeting Attendance List

Project: Public Works Stormwater Pipe Improvements Phase 1 Project

Project No.: WKD #20220983.00.RA

Bid Date: August 23, 2023 at 10:00 am

Location: City of Greenville, 1500 Beatty Street, Greenville, NC 27834

Name	Company	Telephone#	E-mail Address
1. <i>Zac Shutsa</i>	<i>Kwest Group</i>	<i>419-461-5400</i>	<i>ZacharyShutsa@kwestgroup.com</i>
2. <i>Derek Easter</i>	<i>Oldcastle</i>	<i>919-801-7580</i>	<i>Derek.Easter@oldcastle.com</i>
3. <i>Tish Williams</i>	<i>COG</i>	<i>252-329-4462</i>	<i>twilliams@greenvillenc.gov</i>
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			



Bid Meeting Attendance List

Project: Public Works Stormwater Pipe Improvements Phase 1 Project

Project No.: WKD #20220983.00.RA

Bid Date: August 23, 2023 at 10:00 am

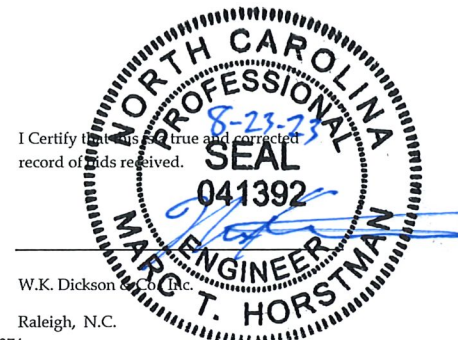
Location: City of Greenville, 1500 Beatty Street, Greenville, NC 27834

Name	Company	Telephone#	E-mail Address
1. Bob Richter	T.A. Loving	734-5400	deasonata@loving.com
2. Wanda House	COG	252.329.4862	whouse@greenvillenc.gov
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			

CERTIFIED BID TABULATION

BID TABULATION SHEET

OWNER: City of Greenville, NC
 PROJECT: Public Works Stormwater Improvements Phase 1
 LOCATION: 1500 Beatty Street, Greenville, NC 27834
 DATE: 23-Aug-23



I Certify that the above is a true and correct record of bids received.
 W.K. Dickson, Inc.
 Raleigh, N.C.

NC License No F-0374

Please note that items that have been bolded, highlighted and italicized are mathematical corrections.

Firm:	Kwest Group, LLC	TA Loving Company	Trader Construction Company
Address:	8305 Fremont Pike Perrysburg, OH 43551	PO Box 919 Goldsboro, NC 27533	PO Drawer 1578 New Bern, NC 28563
License Number/Bid Bond	NC License No. 78857	NC License No. 00325	NC License No. 02943

ITEM NO.	DESCRIPTION	EST QTY	UNIT	BID UNIT PRICE	BID AMOUNT	BID UNIT PRICE	BID AMOUNT	BID UNIT PRICE	BID AMOUNT
1	Mobilization	1	LS	\$ 315,000.00	\$ 315,000.00	\$ 300,000.00	\$ 300,000.00	\$ 366,500.00	\$ 366,500.00
2	Construction Surveying	1	LS	\$ 140,000.00	\$ 140,000.00	\$ 50,000.00	\$ 50,000.00	\$ 125,550.00	\$ 125,550.00
3	Construction As-Builts	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 25,000.00	\$ 25,000.00	\$ 76,850.00	\$ 76,850.00
4	Erosion and Sediment Control	1	LS	\$ 12,500.00	\$ 12,500.00	\$ 100,000.00	\$ 100,000.00	\$ 85,350.00	\$ 85,350.00
5	Grading	1	LS	\$ 62,060.00	\$ 62,060.00	\$ 2,003,175.00	\$ 2,003,175.00	\$ 565,750.00	\$ 565,750.00
6	Undercut Excavation	680	CY	\$ 24.00	\$ 16,320.00	\$ 70.00	\$ 47,600.00	\$ 65.00	\$ 44,200.00
7	Removal and Disposal of Existing Stormwater Pipe	230	LF	\$ 55.00	\$ 12,650.00	\$ 75.00	\$ 17,250.00	\$ 290.00	\$ 66,700.00
8	Removal and Disposal of Existing Stormwater Structures	2	EA	\$ 1,120.00	\$ 2,240.00	\$ 3,750.00	\$ 7,500.00	\$ 9,575.00	\$ 19,150.00
9	Removal and Disposal of Existing Asphalt Pavement	5	SY	\$ 120.00	\$ 600.00	\$ 500.00	\$ 2,500.00	\$ 280.00	\$ 1,400.00
10	Removal and Disposal of Existing Water Main	60	LF	\$ 30.00	\$ 1,800.00	\$ 75.00	\$ 4,500.00	\$ 75.00	\$ 4,500.00
11	Removal and Disposal of Existing Gravity Sewer	30	LF	\$ 40.00	\$ 1,200.00	\$ 75.00	\$ 2,250.00	\$ 75.00	\$ 2,250.00
12	Removal and Disposal of Existing Concrete Curb and Gutter	250	LF	\$ 9.00	\$ 2,250.00	\$ 60.00	\$ 15,000.00	\$ 42.00	\$ 10,500.00
13	Select Granular Material	4620	CY	\$ 80.00	\$ 369,600.00	\$ 37.50	\$ 173,250.00	\$ 23.00	\$ 106,260.00
14	18" R.C. Pipe Culverts, Class III	200	LF	\$ 177.00	\$ 35,400.00	\$ 360.00	\$ 72,000.00	\$ 380.00	\$ 76,000.00
15	24" R.C. Pipe Culverts, Class III	35	LF	\$ 315.00	\$ 11,025.00	\$ 500.00	\$ 17,500.00	\$ 1,160.00	\$ 40,600.00
16	42" R.C. Pipe Culverts, Class III	10	LF	\$ 655.00	\$ 6,550.00	\$ 1,220.00	\$ 12,200.00	\$ 1,625.00	\$ 16,250.00
17	78" R.C. Pipe Culverts, Class III	75	LF	\$ 1,680.00	\$ 126,000.00	\$ 1,750.00	\$ 131,250.00	\$ 2,275.00	\$ 170,625.00
18	8' X 8' Precast R.C. Box Culverts	1,300	LF	\$ 3,150.00	\$ 4,095,000.00	\$ 2,250.00	\$ 2,925,000.00	\$ 2,825.00	\$ 3,672,500.00
19	# 57 Stone, Undercut Bedding	680	CY	\$ 85.00	\$ 57,800.00	\$ 60.00	\$ 40,800.00	\$ 18.50	\$ 12,580.00
20	# 57 Stone, Miscellaneous	50	CY	\$ 75.00	\$ 3,750.00	\$ 60.00	\$ 3,000.00	\$ 120.00	\$ 6,000.00
21	Aggregate Base Course	1,560	TON	\$ 65.00	\$ 101,400.00	\$ 30.00	\$ 46,800.00	\$ 75.00	\$ 117,000.00
22	Milling Asphalt Pavement, 1.5" to 3"	1,750	SY	\$ 9.50	\$ 16,625.00	\$ 15.00	\$ 26,250.00	\$ 9.20	\$ 16,100.00
23	Asphalt Conc Surface Course, Type S9.5C	865	TON	\$ 82.00	\$ 70,930.00	\$ 95.00	\$ 82,175.00	\$ 80.00	\$ 69,200.00
24	Asphalt Binder for Plant Mix	50	TON	\$ 955.00	\$ 47,750.00	\$ 1,100.00	\$ 55,000.00	\$ 935.50	\$ 46,775.00
25	4" Portland Cement Concrete Pavement, Miscellaneous	140	SY	\$ 95.00	\$ 13,300.00	\$ 250.00	\$ 35,000.00	\$ 206.00	\$ 28,840.00
26	Pipe Plugs	3	CY	\$ 4,100.00	\$ 12,300.00	\$ 2,000.00	\$ 6,000.00	\$ 4,250.00	\$ 12,750.00
27	Flowable Fill	100	CY	\$ 550.00	\$ 55,000.00	\$ 625.00	\$ 62,500.00	\$ 300.00	\$ 30,000.00
28	Standard Precast Catch Basin, COG Std 610.02	9	EA	\$ 3,825.00	\$ 34,425.00	\$ 7,025.00	\$ 63,225.00	\$ 11,480.00	\$ 103,320.00
29	Standard Precast Manhole, COG Std 612.03	3	EA	\$ 3,890.00	\$ 11,670.00	\$ 6,575.00	\$ 19,725.00	\$ 16,450.00	\$ 49,350.00
30	Precast Junction Box with Manhole, COG Std 613.01	4	EA	\$ 5,470.00	\$ 21,880.00	\$ 10,000.00	\$ 40,000.00	\$ 17,100.00	\$ 68,400.00
31	Traffic Bearing Grated Drop Inlet, NCDOT Std 840.35	5	EA	\$ 5,285.00	\$ 26,425.00	\$ 6,500.00	\$ 32,500.00	\$ 11,750.00	\$ 58,750.00
32	Precast 6' Manhole (with Manhole), NCDOT Std 840.52	1	EA	\$ 9,670.00	\$ 9,670.00	\$ 21,150.00	\$ 21,150.00	\$ 21,875.00	\$ 21,875.00
33	Custom Junction Box (Structure_01)	1	EA	\$ 45,000.00	\$ 45,000.00	\$ 70,000.00	\$ 70,000.00	\$ 141,300.00	\$ 141,300.00
34	Custom Junction Box (Structure_02)	1	EA	\$ 75,000.00	\$ 75,000.00	\$ 70,000.00	\$ 70,000.00	\$ 158,880.00	\$ 158,880.00
35	2'-0" Concrete Curb and Gutter	700	LF	\$ 51.00	\$ 35,700.00	\$ 75.00	\$ 52,500.00	\$ 65.00	\$ 45,500.00
36	4" Concrete Sidewalk	15	SY	\$ 220.00	\$ 3,300.00	\$ 175.00	\$ 2,625.00	\$ 92.00	\$ 1,380.00
37	Concrete Curb Ramps, COG Std 413.02	1	EA	\$ 4,500.00	\$ 4,500.00	\$ 3,000.00	\$ 3,000.00	\$ 1,510.00	\$ 1,510.00
38	Traffic Control	1	LS	\$ 22,140.00	\$ 22,140.00	\$ 50,000.00	\$ 50,000.00	\$ 35,500.00	\$ 35,500.00
39	Permanent Fertilizer, Seeding, and Mulching	55	SY	\$ 30.00	\$ 1,650.00	\$ 50.00	\$ 2,750.00	\$ 50.00	\$ 2,750.00
40	Sodding	920	SY	\$ 30.00	\$ 27,600.00	\$ 20.00	\$ 18,400.00	\$ 8.00	\$ 7,360.00
41	Safety Fence	730	LF	\$ 6.00	\$ 4,380.00	\$ 20.00	\$ 14,600.00	\$ 3.50	\$ 2,555.00
42	Temporary 6' Tall Chain Link Barrier Fence	730	LF	\$ 12.00	\$ 8,760.00	\$ 35.00	\$ 25,550.00	\$ 15.00	\$ 10,950.00
43	Concrete Washout Structure	1	EA	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,875.00	\$ 1,875.00

Firm:	Kwest Group, LLC	TA Loving Company	Trader Construction Company
Address:	8305 Fremont Pike Perrysburg, OH 43551	PO Box 919 Goldsboro, NC 27533	PO Drawer 1578 New Bern, NC 28563
License Number/Bid Bond	NC License No. 78857	NC License No. 00325	NC License No. 02943

TOTAL BID									
ITEM NO.	DESCRIPTION	EST QTY	UNIT	BID UNIT PRICE	BID AMOUNT	BID UNIT PRICE	BID AMOUNT	BID UNIT PRICE	BID AMOUNT
44	Topsoil	135	CY	\$ 95.00	\$ 12,825.00	\$ 55.00	\$ 7,425.00	\$ 68.00	\$ 9,180.00
45	Utility Coordination and Dry Utility Relocation Costs	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 75,000.00	\$ 75,000.00	\$ 32,125.00	\$ 32,125.00
46	Oil Water Separators	1	EA	\$ 17,350.00	\$ 17,350.00	\$ 12,000.00	\$ 12,000.00	\$ 33,500.00	\$ 33,500.00
47	Remove and Reset Entrance Gate	1	EA	\$ 134,505.00	\$ 134,505.00	\$ 20,000.00	\$ 20,000.00	\$ 49,500.00	\$ 49,500.00
48	Temporary Stormwater 84" CMP Tie-In (Station 11+75)	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 40,000.00	\$ 40,000.00	\$ 79,750.00	\$ 79,750.00
49	Temporary Stormwater 30" RCP Tie-In (Station 13+00)	1	LS	\$ 37,825.00	\$ 37,825.00	\$ 40,000.00	\$ 40,000.00	\$ 39,300.00	\$ 39,300.00
50	6-inch Diameter Restrained Joint Ductile Iron Water Services	110	LF	\$ 225.00	\$ 24,750.00	\$ 200.00	\$ 22,000.00	\$ 765.00	\$ 84,150.00
51	Ductile Iron Fittings (Includes Couplings)	820	LBS	\$ 38.00	\$ 31,160.00	\$ 12.50	\$ 10,250.00	\$ 21.00	\$ 17,220.00
52	4-inch Diameter Ductile Iron Gravity Sewer	45	LF	\$ 340.00	\$ 15,300.00	\$ 215.00	\$ 9,675.00	\$ 700.00	\$ 31,500.00
53	6-inch Diameter Ductile Iron Gravity Sewer	75	LF	\$ 250.00	\$ 18,750.00	\$ 200.00	\$ 15,000.00	\$ 955.00	\$ 71,625.00
54	10-inch Diameter Ductile Iron Gravity Sewer	20	LF	\$ 220.00	\$ 4,400.00	\$ 315.00	\$ 6,300.00	\$ 1,000.00	\$ 20,000.00
55	10-inch X 0.188-inch Steel Encasement w/ 4-inch Restraint joint Ductile Iron	24	LF	\$ 235.00	\$ 5,640.00	\$ 650.00	\$ 15,600.00	\$ 1,940.00	\$ 46,560.00
56	12-inch X 0.188-inch Steel Encasement w/ 6-inch Restraint joint Ductile Iron	12	LF	\$ 245.00	\$ 2,940.00	\$ 725.00	\$ 8,700.00	\$ 2,015.00	\$ 24,180.00
57	20-inch X 0.281-inch Steel Encasement w/ 10-inch Restraint joint Ductile Iron	13	LF	\$ 306.00	\$ 3,978.00	\$ 925.00	\$ 12,025.00	\$ 2,015.00	\$ 26,195.00
58	Concrete Encasement	10	LF	\$ 550.00	\$ 5,500.00	\$ 700.00	\$ 7,000.00	\$ 1,200.00	\$ 12,000.00
59	Connection of Proposed 4-inch DIP Gravity Sewer to Existing w/ Fernco Coupling	4	EA	\$ 130.00	\$ 520.00	\$ 3,000.00	\$ 12,000.00	\$ 3,200.00	\$ 12,800.00
60	Connection of Proposed 6-inch DIP Gravity Sewer to Existing w/ Fernco Coupling	2	EA	\$ 195.00	\$ 390.00	\$ 3,000.00	\$ 6,000.00	\$ 3,350.00	\$ 6,700.00
61	Connection of Proposed 10-inch DIP Gravity Sewer to Existing w/ Fernco Coupling	2	EA	\$ 320.00	\$ 640.00	\$ 3,000.00	\$ 6,000.00	\$ 3,500.00	\$ 7,000.00
62	By-Pass Sewer Pumping	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 25,000.00	\$ 25,000.00	\$ 132,000.00	\$ 132,000.00
TOTAL OF BID UNIT PRICE BID ITEMS					\$ 6,345,123.00		\$ 7,100,500.00		\$ 7,236,720.00

Summary									
TOTAL OF ALL UNIT PRICE BID ITEMS					\$ 6,345,123.00		\$ 7,100,500.00		\$ 7,236,720.00

Fee Summary

Consultant: WK Dickson, Rivers and F&R
 Project: Public Works Phase 1 CA/CO Effort
 Date: August 8, 2023

34% 53% 13%

Task Number	Task Description	Rate	PROJECT ADMINISTRATION (WKD)	PROJECT ADMINISTRATION (RIVERS)	RESIDENT CONSTRUCTION OBSERVER (RIVERS)	SENIOR DESIGNER (WKD)	PROJECT ENGINEER (WKD)	TECHNICAL MANAGER (WKD)	CONSTRUCTION ADMINISTRATOR ENGINEER (RIVERS)	SENIOR PROJECT MANAGER (WKD)	SENIOR PROJECT MANAGER (RIVERS)	WKD Total	Rivers Total	F&R Total	Task Total
	Total Hours/Fee Breakout		86		2150	288	534	653	1266	144	635	\$ 348,440.53	\$ 545,544.32	\$ 131,100.00	
1.0	Project Management		35				42	114		24	21	\$ 39,303.93	\$ 3,738.00	\$ -	\$ 43,041.93
2.0	Construction Administration		51	28	38	288	492	419	194	64	62	\$ 234,740.97	\$ 46,206.00	\$ -	\$ 280,946.97
3.0	Resident Construction Observation			416	2112			120	1072		552	\$ 24,558.56	\$ 492,600.32	\$ -	\$ 517,158.88
4.0	Construction Materials Testing Services									56		\$ 13,237.07	\$ -	\$ 131,100.00	\$ 144,337.07
5.0	*Unspecified Additional Services														\$ 30,000.00
6.0	Project Reimbursables											\$ 6,600.00	\$ 3,000.00		\$ 9,600.00

Total Fee \$ 1,026,000.00

<-Master Rate Categories

 <-Master Rate Costs

*Unspecified Additional Services would cover out of scope effort, such as: items not known at the time of scoping (continuation of another consultants work product), additional easement exhibits, additional survey area, general changes to the scope, structural design effort, etc.

Note, the Total Fee is rounded up

2023 Hourly Rates	86	70	90	152	168	200	145	231	170
2024 Hourly Rates	90	78	100	159	176	209	159	242	186
Average Hourly Rates	88	74	95	156	172	205	152	236	178

This is **EXHIBIT K**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [December 19, 2022].

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 5

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner: City of Greenville, NC

Engineer: W. K. Dickson & Co., Inc.

Project: Public Works SW Pipe Improvements Project

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

Please refer to Attachment A, Scope of Services, dated September 21, 2023.

Agreement Summary:

Original agreement amount:	\$ 497,295.50
Net change for prior amendments:	\$ 384,308.50
This amendment amount:	\$ 1,026,000.00
Adjusted Agreement amount:	\$ 1,907,604.00

Change in time for services (days or date, as applicable): 21 Months

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER: City of Greenville, NC

ENGINEER: W. K. Dickson & Co., Inc.

By: _____
Print
name: _____

Title: _____

Date Signed: _____

DocuSigned by:
Scott Sigmon
A61C783C6E9646A...
By: _____
Print
name: Scott Sigmon

Title: Vice President

Date Signed: 9/26/2023

ATTACHMENT A

SCOPE OF SERVICES

CITY OF GREENVILLE, NC

PUBLIC WORKS STORMWATER PIPE IMPROVEMENT PHASE 1 – CONSTRUCTION

ADMINISTRATION AND OBSERVATION SERVICES

SEPTEMBER 21, 2023

CONSULTANT provided services

The following services shall be provided by the CONSULTANT:

1.0 PROJECT ADMINISTRATION

The CONSULTANT will administer the project in a manner so as to be responsive to the needs and schedule of the Owner and assure the quality of the product. The following project administration efforts will include but not be limited to the following items:

1.1 Project Formulation and Work Plan Manual

The CONSULTANT shall develop Project Work Plan Manual, perform project planning and formulation and shall manage the process to ensure the quality control program throughout the life of the project.

1.2 Project Billing Administration

The CONSULTANT shall oversee the project team relative to ensuring budget, schedule and conformance to the project scope on a day-to-day basis up to **twenty-one (21) months** from City Council approval of the construction contract. The CONSULTANT shall also provide a minimum of three project contacts for the Owner so that at any time someone familiar with the project can be available to the Owner if questions, comments, concerns, or other project needs arise.

Also, the CONSULTANT shall maintain a project cost accounting system throughout the life of the project and will maintain a project filing system throughout the life of the project to use for storage and retrieval of project documents.

This task also includes update the project schedule (formally) if during the life of the project a substantial deviation in the schedule occurs for any reason, where additional monthly management fees shall be renegotiated if the schedule is substantially extended. All other minor schedule updates will occur in the monthly project reporting.

Exhibit A – Engineer’s Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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All project final deliverables will be certified (signed, sealed and dated) by a professional engineer and/or surveyor registered in the state of North Carolina. CONSULTANT will participate in project closeout and ensure it is completed on a timely basis.

Project Management is anticipated to occur on an ongoing basis throughout the entire project for up to **twenty-one (21) months** from Notice to Proceed.

1.3 Monthly Status Meetings

The CONSULTANT shall meet with the Owner's Project Team as appropriate throughout the life of the project via conference call or be available to answer project related questions on a regular basis via phone calls and email. It is assumed that the CONSULTANT will attend **ten (10)** monthly progress meetings in Greenville. It is assumed the rest of the monthly status meetings will be held virtually.

1.4 Monthly Status Reports

The CONSULTANT shall prepare and submit via email a monthly progress report to update the project schedule, list milestones achieved, provide current status of each major task, support and document schedule changes, update product costs and justify any proposed changes to the schedule or budgets. Monthly progress reports are due at the end of each month and shall approximately coincide with monthly project invoicing. It is assumed that **twenty-one (21)** monthly status reports will be prepared.

2.0 CONSTRUCTION ADMINISTRATION

2.1 Pre-Construction Meetings

The CONSULTANT shall conduct both the Utility Pre-Construction and Overall Pre-Construction Meeting with the Contractor's representatives, utility company's representatives, GUC staff, the City's staff, and the CONSULTANT's sub-consultants as necessary. The CONSULTANT shall provide assistance to the City as needed during these meetings in interpreting the plans and specifications, answering the Contractor's questions and attending a site walk with the Contractor. The CONSULTANT will provide Meeting documentation for project records.

2.2 Monthly Construction Progress Meetings

The CONSULTANT shall conduct monthly scheduled construction progress meetings with the Contractor's representatives, the City's staff, and the CONSULTANT's sub-consultants as necessary. Such meetings shall be maintained throughout the entire construction period and shall be for the primary purpose of assessing the progress of the work. The CONSULTANT will provide Meeting documentation for project records. It is assumed that there will be no more than **twenty-one (21)** monthly construction progress meetings.

2.3 *Construction Oversight Visits*

The CONSULTANT shall conduct periodic Construction Oversight visits to ensure the Contractor's work is conforming to the Construction Contract Documents and will provide assistance in interpreting the plans and specifications. These site visits will occur more regularly during specialty item installation, including the channel installation, Cast-in-Place Structures, Active Shoring and deep pipe installation. It is assumed that at least **one (1)** visit per month will occur outside of the regularly scheduled Construction Progress Meetings.

2.4 *Contractor Pay Application Review and Approval*

The CONSULTANT shall promptly review and approve or take other appropriate action upon the Contractor's submittals of their monthly payment application. During this review, the CONSULTANT shall verify that each requested payment item conforms with the design concept expressed in the Construction Contract Documents. The CONSULTANT's action shall be taken with such reasonable promptness as to cause no delay in the work or in the Project schedule. It is assumed that there will be no more than **twenty-one (21)** payment applications to evaluate.

2.5 *Shop Drawing Reviews*

The CONSULTANT shall promptly review and approve or take other appropriate action upon the Contractor's submittals such as shop drawings, product data and samples for the purpose of: (1) compliance with applicable laws, statutes, ordinances, codes, orders, rules and regulations; and (2) determining whether or not the work, when completed, will be in conformance with the design concept expressed in the Construction Contract Documents. The CONSULTANT's action shall be taken with such reasonable promptness as to cause no delay in the work or in the Project schedule. The CONSULTANT's approval of a specific item shall not indicate approval of an assembly of which the item is a component. The CONSULTANT shall receive contractor submittals for compliance with contract documents, review them, and properly distribute to the contractor and City. It is assumed that there will be no more than **seventy (70)** contractor submittals to evaluate.

2.6 *Respond to Contractor's Requests for Information*

The CONSULTANT shall promptly review and respond to the Contractor's Requests for Information (RFI) with such reasonable promptness as to cause no delay in the work or in the Project schedule. It is assumed that there will be no more than **one hundred and five (105)** RFIs will be evaluated.

2.7 *Negotiate, Review and Prepare Change Orders*

The CONSULTANT shall promptly review and respond to the Contractor's Requests for Change Orders with such reasonable promptness as to cause no delay in the work or in the Project schedule. The CONSULTANT will work with the Contractor and the City to make sure each Change Order reflects the value of the additional work proposed and that the proposed quantities fall within conformance to the Construction Contract Documents. It is assumed that there will be no more than **eight (8)** change orders that will be evaluated.

2.8 *Issue Bulletin Drawings*

The CONSULTANT shall, as needed, promptly create and issue any Bulletin Construction Drawings with such reasonable promptness as to cause no delay in the work or in the Project schedule. Bulletin Construction Drawings will be issued to address any field changes or design clarifications that might arise during construction. It is assumed that there will be no more than **twenty (20)** bulletin drawings will be issued.

2.9 *Conduct Final Inspection*

The CONSULTANT is responsible for scheduling and conducting a pre-final site visit to establish initial punch list items. The CONSULTANT shall conduct a final review of the Project with the City's Project Manager and appropriate Project Stakeholders to check conformance of the work with the requirements of the Construction Contract Documents. The City shall issue the formal letter of acceptance and set the date for the beginning of the warranty phase.

2.10 *Record Drawings*

The CONSULTANT shall comply with the requirements in the "Issuance of Record Drawings" promulgated by the North Carolina Board of Examiners for Engineers and Surveyors. These requirements specify how to produce, collect, and maintain records regarding infrastructure improvement designs and changes made to such designs during the construction process.

a. *Completion of Construction*

The CONSULTANT's Observer shall finalize the annotated final drawings by ensuring that annotations describing field changes have been added and that the additions are complete and

clear. The annotations should include any sketches, narratives, dimensions or other information that may be helpful in describing the changes.

b. Compilation and Certification

The CONSULTANT will review the annotated plan set to the “designer of record” to determine if there were obvious errors or changes to the intent of the design and for the purposes of creating “Record Drawings” for the Project. The “designer of record” is the Engineer who sealed the final design drawings, approving them for construction. The CONSULTANT shall use the annotated plan set to develop a set of “Record Drawings,” generally within **four (4)** calendar weeks. The drawings may be edited by hand instead of editing the AutoCAD file.

If the CONSULTANT did not personally observe or verify the changes, the CONSULTANT shall indicate the source of the information for the changes and provide language disclaiming any personal field verification.

The CONSULTANT shall sign and seal the “Record Drawings” in accordance with NC Board of Examiners for Engineers and Surveyors rules to ensure that the information is ready for release and has been reviewed by a professional engineer. The CONSULTANT submits the signed and sealed “Record Drawings” to the City’s Project Manager.

The CONSULTANT shall submit **one (1)** set of reproducible “Record Drawings” and the annotated drawings they are based upon to the City’s Project Manager for review.

2.11 One Year Warranty Inspection and Issue Warranty List

The CONSULTANT shall conduct with appropriate City officials and Contractors' representatives, one Warranty-phase inspections for the Project, at **eleven (11)** months after the beginning of the guarantee period.

3.0 RESIDENT PROJECT REPRESENTATIVE MANAGEMENT

3.1 Resident Project Representative

The following scope highlights the Duties, Responsibilities and Limitations of Authority of the Resident Project Representative.

- A. CONSULTANT shall furnish a Resident Project Representative (“RPR”) to assist CONSULTANT in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is

CONSULTANT's representative at the Site, will act as directed by and under the supervision of CONSULTANT, and will confer with CONSULTANT regarding RPR's actions.

- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, CONSULTANT shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, CONSULTANT shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall CONSULTANT (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The CONSULTANT (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with CONSULTANT and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of CONSULTANT.
 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with CONSULTANT concerning acceptability of such schedules.
 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
 4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
 5. *Liaison:*
 - a. Serve as CONSULTANT's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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- b. Assist CONSULTANT in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to CONSULTANT regarding such RFIs. Report to CONSULTANT when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit CONSULTANT's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
- a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify CONSULTANT of availability of Samples for examination.
 - c. Advise CONSULTANT and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or CONSULTANT.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to CONSULTANT. Transmit CONSULTANT's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*
- a. Report to CONSULTANT whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
 - b. Inform CONSULTANT of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a

functioning whole, and provide recommendations to CONSULTANT for addressing such Work. ; and

- c. Advise CONSULTANT of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with CONSULTANT in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to CONSULTANT appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to CONSULTANT.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, CONSULTANT's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to CONSULTANT.
- c. Upon request from Owner to CONSULTANT, photograph or video Work in progress or Site conditions.

Exhibit A – Engineer's Services

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- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to CONSULTANT.

12. *Reports:*

- a. Furnish to CONSULTANT periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to CONSULTANT proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to CONSULTANT and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform CONSULTANT of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to CONSULTANT for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in CONSULTANT's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of

a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

- b. Participate in CONSULTANT's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to CONSULTANT concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of CONSULTANT's authority as set forth in this Agreement.
- 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
- 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by CONSULTANT.
- 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- 8. Authorize Owner to occupy the Project in whole or in part.

3.2 *Resident Project Representative Management*

The CONSULTANT will provide management of the full-time resident project representative to ensure that all duties, responsibilities and authority as outlined in Exhibit D is executed per this contract. This will include management of a full-time on-site residential construction observer who will represent the CONSULTANT and the City for the duration of this contract.

4.0 CONSTRUCTION MATERIALS TESTING SERVICE

4.1 Construction Materials Testing Service

The CONSULTANT will provide testing technicians to perform construction material testing services. These technicians will be working under the supervision of a project manager and professional engineer that are familiar with the project testing requirements. The following scope of services are anticipated for this project:

- Soils
 - Obtaining samples of structural fill/backfill material for laboratory testing consisting of soil classification and Standard Proctor.
 - Perform spot-check density tests of backfill over the installed utilities.
- Asphalt
 - Observing asphalt placement and performing random nuclear density tests on the asphalt.
- Concrete Testing
 - At the time of placement, the concrete will be sampled for compressive strength tests, slump and air content tests, and the concrete temperature.
 - Laboratory compressive strength testing.

The results of these observations and testing will be presented in a Daily Report that will be provided to the RPR.

It is assumed that the testing technician will be onsite for 52 weeks with an average of 2 visits per week for 10 hours each day to perform the above-mentioned tests. It is assumed that the construction testing project manager will make 8 site visits averaging 6 hours per visit. It is assumed that a construction testing Professional Engineer will make 3 site visits averaging 8 hours per visit to provide engineering support services.

4.2 Construction Materials Testing Service Management

The CONSULTANT will provide management of the construction materials testing effort to ensure that all duties, responsibilities and authority as outlined in Section 4.1 is executed per this contract. This will include management of the material testing technician, material testing project manager and material testing Professional Engineering who will represent the CONSULTANT and the City while on-site for the duration of this contract.

5.0 UNSPECIFIED ADDITIONAL SERVICES

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

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

6.0 REIMBURSABLES

Reimbursables shall include costs for reproduction of plans (if required), specifications, exhibits, color exhibits, general correspondence, etc.; postage and courier fees; travel, meals, and lodging; and other miscellaneous expenses.

Compensation For Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment

- A. Owner shall pay CONSULTANT for Basic Services set forth in Exhibit A, except for services of CONSULTANT's Resident Project Representative, if any, as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of CONSULTANT's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and CONSULTANT's Consultants' charges, if any.
 2. The Standard Hourly Rates charged by the CONSULTANT constitute full and complete compensation for CONSULTANT's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or CONSULTANT's Consultants' charges.
 3. CONSULTANT's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
 4. The total compensation for services under Paragraph C2.01 is estimated to be **\$ 1,026,000.00** based on the following estimated distribution of compensation:

Phase	Task	Description	LS Fee
1.0		Project Management	\$ 43,300.00
	1.1	Project Formulation and Work Plan Manual	\$ 8,600.00
	1.2	Billing Administration	\$ 13,600.00
	1.3	Monthly Status Meetings	\$ 15,900.00
	1.4	Monthly Status Reports	\$ 5,200.00
2.0		Construction Administration	\$ 281,500.00
	2.1	Pre-Construction/Utility Pre-Con Meeting	\$ 10,900.00

Exhibit A – Engineer's Services

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	2.2	Monthly Construction Progress Meetings	\$ 83,100.00
	2.3	Construction Oversight Visits	\$ 26,900.00
	2.4	Contractor Pay Application Review and Approval	\$ 14,000.00
	2.5	Shop Drawing Review	\$ 32,800.00
	2.6	Respond to Contractor's Requests for Information	\$ 41,000.00
	2.7	Negotiate, review and prepare Change Orders	\$ 11,900.00
	2.8	Issue Bulletin Drawings	\$ 25,800.00
	2.90	Conduct Final Inspection	\$ 7,200.00
	2.10	Record Drawings	\$ 19,400.00
	2.11	One Year Warranty Inspection and Issue Warranty List	\$ 8,500.00
3.0		Resident Construction Observation	\$ 517,200.00
	3.1	Resident Construction Observation	\$ 197,600.00
	3.2	Resident Construction Observation Management	\$ 319,600.00
4.0		Construction Materials Testing Services	\$ 144,400.00
	4.1	Construction Materials Testing Services-F&R	\$ 131,100.00

Exhibit A – Engineer’s Services

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	4.2	Construction Materials Testing Management-WKD	\$ 13,300.00
5.0		*Unspecified Additional Services	\$ 30,000.00
6.0		Project Reimbursables	\$ 9,600.00
			\$ 1,026,000.00

The subtotal, excluding the total RPR-1 Fee, is \$828,400.00. As indicated in the Compensation Packet RPR-1, the total RPR-1 fee is \$197,600. The overall Contract fee, including the above stated base compensation and RPR-1 Fee is \$1,026,000.00.

5. CONSULTANT may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total contract amount of \$1,026,000.00 unless approved in writing by Owner.
 6. The total estimated compensation for CONSULTANT's services incorporates all labor, overhead, profit, Reimbursable Expenses, and CONSULTANT's Consultants' charges
- B. *Period of Service:* The compensation amount stipulated above is conditioned on a period of service not exceeding 14 months. If such period of service is extended, the compensation amount for CONSULTANT's services shall be appropriately adjusted.

Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment

- C. Owner shall pay CONSULTANT for Resident Project Representative Basic Services as follows:
1. *Resident Project Representative Services:* For services of CONSULTANT's Resident Project Representative, if any, under Paragraph D1.01 of Exhibit D, the Standard Hourly Rate amount of \$95 per hour. The total amount for this service is **\$197,600.00**. The Standard Hourly Rate Schedule includes compensation for the Resident Project Representative's services. Appropriate amounts have been incorporated in the Standard Hourly Rate Schedule to account for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses) related to the Resident Project Representative's Services.

Exhibit A – Engineer's Services

2. *Resident Project Representative Schedule:* Standard Hourly Rate Schedule are based on full-time RPR services on an eight-hour workday Monday through Friday over a **12 month** construction schedule. Modifications to the schedule shall entitle the CONSULTANT to an equitable adjustment of compensation for RPR services.

Standard Hourly Rate Schedule is subject to review and adjustment. The Standard Hourly Rates for this contract as of the date of the Agreement are:

PROJECT ADMINISTRATION (WKD)	\$88 / hour
PROJECT ADMINISTRATION (RIVERS)	\$74 / hour
RESIDENT CONSTRUCTION OBSERVER (RIVERS)	\$95 / hour
SENIOR DESIGNER (WKD)	\$156 / hour
PROJECT ENGINEER (WKD)	\$172 / hour
TECHNICAL MANAGER (WKD)	\$205 / hour
CONSTRUCTION ADMINISTRATOR ENGINEER (RIVERS)	\$152 / hour
SENIOR PROJECT MANAGER (WKD)	\$236 / hour
SENIOR PROJECT MANAGER (RIVERS)	\$178 / hour

For any hourly amendments to this contract that are outside of the Overall Contract Fee, including the stated base compensation, the RP1-Fee and Unspecified Additional Services, a multiplier cap shall be placed on all hourly rates. Office and Field Personal hourly rates will be set at a 3.25 and 2.75

Exhibit A – Engineer’s Services

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multiplier, respectively. A Standard Hourly Rate Schedule that will be mutually agreed upon by the CONSULTANT and Owner will be prepared at the time of the requested contract amendment.



City of Greenville, North Carolina

Meeting Date: 10/09/2023

Title of Item: Ordinance Prohibiting Outdoor Mass Balloon Release Within City Limits

Explanation: The City Council at its September 14, 2023, meeting discussed enacting an ordinance prohibiting balloon releases within City limits. This matter had been continued from Council's August 10, 2023, meeting.

The City Council instructed the City Attorney's Office to draft a proposed ordinance prohibiting a person from intentionally releasing outdoors 10 or more balloons.

The policy behind prohibiting a person from intentionally releasing outdoors 10 or more balloons is that such a prohibition may reduce litter caused by deflated balloons and thus protect health and safety of citizens, environment and animal and plant life--thus assisting in the abatement of nuisance conditions.

Although it appears only two other cities in North Carolina have adopted an ordinance regulating release of balloons within City limits, the City Attorney's Office is of the view that it appears the City has enabling authority to adopt such an ordinance including but not limited to general ordinance making power.

The attached ordinance:

- Prohibits the outdoor intentional mass release of balloons (10 or more balloons) within City limits by any person.
- Violation shall subject violator to \$100 civil penalty.

Fiscal Note: No additional financial impact.

Recommendation: Approve the proposed ordinance (Section 12-1-6, Mass outdoor balloon release prohibited) attached and add it to the City Code

ATTACHMENTS

[Draft ordinance Prohibit Mass Release of Balloons..pdf](#)

ORDINANCE NO. 23-_____

AN ORDINANCE TO MAKE REVISIONS TO PART II, TITLE 12, CHAPTER 1 OF THE CODE OF ORDINANCES, CITY OF GREENVILLE BY PROHIBITING MASS BALLOON RELEASES.

WHEREAS, the City Council of the City Greenville believes balloons are a common *source of litter and pose a significant risk to wildlife, the environment, our economy, public health, and safety*; and

WHEREAS, Council further believes that it is important to protect the wildlife and ecosystems of the City of Greenville, the enjoyment of nature, and the health and safety of the City's residents, visitors, and the public in general by regulating the use of balloons in the City; and

WHEREAS, Council has determined that balloons, portions thereof, and accessories associated with or affixed to balloons deposited upon the properties and waterways of the City and not properly disposed of constitute litter and pose a danger and nuisance to the environment and wildlife who may ingest this debris; and

WHEREAS, the Council has further determined that balloons and accessories associated with or affixed to balloons released into the atmosphere return to the earth as litter and pose a danger and nuisance to the environment and wildlife who may ingest this debris; and

WHEREAS, the City of Greenville is home to a diversity of wildlife, important organisms, habitats, and nesting grounds; and,

WHEREAS, animals often mistake balloons or the remnants or the remains of balloons or items affixed to balloons, such as cards, string, or ribbon, as food, which may potentially damage their digestive systems, lead to starvation, and/or death; and,

WHEREAS, even biodegradable balloons do not degrade quickly enough to avoid ingestion of the same by wildlife; and,

WHEREAS, Council wishes to prohibit the mass release of balloons; and,

WHEREAS, in accordance with N.C.G.S. § 14-399(k), N.C.G.S. § 160A-303.1, N.C.G.S. § 160A-174, N.C.G.S. § 160A-175, 160A-185 and N.C.G.S. § 14-4 Council finds that certain revisions to the City's Code of Ordinances as herein stated are necessary to preserve, promote, and protect the health, safety, and welfare of its citizens.

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

SECTION 1. That Part II, Title 12, Chapter 1, Section 6 of the Code of Ordinances, City of Greenville is repealed and hereby replaced and amended to now read as follows:

SEC. 12-1-6 MASS OUTDOOR BALLOON RELEASE PROHIBITED.

(A) *Definitions.* For the purpose of this section, the following definitions shall apply:

- (1) *Balloon.* A flexible, nonporous bag made from materials such as, but not limited to, rubber, latex, polychloroprene, mylar, or nylon fabric that can be inflated or filled with fluid, liquid, gas, or any combination thereof, such as helium, hydrogen, nitrous oxide, oxygen, air, or water, and then sealed in any manner at the neck of the bag or at any opening of the bag. The City does not recognize any balloon as exempt from this section due to it being biodegradable or photodegradable.
- (2) *Gathering.* Any assemblage of any nature whatsoever of two or more persons.

(B) *Mass balloon release by individual.* It shall be unlawful for any person at any location within the City to knowingly and intentionally release, cause to be released, or to participate in the release of 10 or more balloons outdoors at any one time or in any other way at any other interval within a 24-hour period.

(C) *Mass balloon release at a gathering.* It shall be unlawful for any person to knowingly and intentionally release, cause to be released, or to participate in the release of one or more balloons at any gathering at any location within the City wherein 10 or more balloons are released at the gathering at any one time or in any way at any other interval within a 24-hour period.

(D) *Exceptions.* This section shall not apply to any of the following:

- (1) Balloons released by a person on behalf of a governmental agency or pursuant to a governmental contract for scientific or meteorological purposes.
- (2) Hot air balloons that are recovered after launching.
- (3) Balloons released inside a building or structure do not make their way into the open air.

(E) *Penalties.* A violation of subsections (B), or (C), of this section may subject the violator to the following penalty:

(1) *Civil.*

(a) A violation of any of the provisions of this section shall subject the violator to a civil penalty by way of a civil ticket in an amount as follows:

1. *Violation.* A violation of this section shall subject the violator to a civil penalty of one hundred dollars (\$100.00).

(b) *Appeals; payment of civil penalty.* Unless appealed in accordance with Part II, Title 1, Chapter 1, Section 20 of the City Code, a civil penalty assessed for a violation of any provision of this section must be paid to and received by the revenue division of the City's Financial Services Department within five business days from the date of issuance.

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 upon passage.

This the _____ day of _____, 2023.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk



City of Greenville, North Carolina

Meeting Date: 10/09/2023

Title of Item: Budget Ordinance Amendment #3 to the 2023-2024 City of Greenville Budget (Ordinance #23-046), Capital Projects Funds (Ordinance #17-024), and Special Revenue Grant Fund (Ordinance #11-003)

Explanation: tached for consideration at the October 9, 2023 City Council meeting is an ordinance amending the 2023-2024 City of Greenville Budget (Ordinance #23-046), Capital Projects Funds (Ordinance #17-024), and Special Revenue Grant Fund (Ordinance #11-003).

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

<u>Item</u>	<u>Justification</u>	<u>Funds Amended</u>	<u>Net Adjustment</u>
A	Appropriate occupancy tax reserves for the city allocation of improvements to Guy Smith Stadium.	Occupancy Tax Rec & Parks Capital Projects	500,000
B	To reallocate IT costs within the General Fund for the Neighborhood & Business Services Department	General	-
C	Recognize funding received for JAG grant in the current fiscal year.	Special Revenue Grant	27,761

Fiscal Note: The Budget Ordinance Amendment affects the following funds:

<u>Fund</u>	<u>2023-24 Original Budget</u>	<u>Amendment #3</u>	<u>2023-24 Budget per Amendment #3</u>
General	\$106,291,365	\$-	\$106,291,365
Debt Service	6,863,408	-	6,863,408
Public Transportation (Transit)	5,572,716	-	5,572,716
Fleet Maintenance	6,357,587	-	6,357,587

Sanitation	9,416,250	-	9,416,250
Stormwater	12,618,171	-	12,618,171
Housing	1,935,938	-	1,935,938
Health Insurance	14,376,386	-	14,376,386
Vehicle Replacement	8,346,170	-	8,346,170
Facilities Improvement	2,311,139	-	2,311,139
Special Revenue Grants	14,176,830	27,761	14,204,591
Public Works Capital Projects	59,693,491	-	59,693,491
Recreation & Parks Capital Projects	16,515,218	500,000	17,015,218
Community Development Capital Projects	19,554,227	-	19,554,227
Engineering Capital Projects	60,314,786	-	60,314,786
Donations	451,551	-	451,551
Occupancy Tax	4,154,328	500,000	4,654,328
Fire/Rescue Capital Projects	13,394,528	-	13,394,528

Recommendation: Approve Budget Ordinance Amendment #3 to the 2023-2024 City of Greenville Budget (Ordinance #23-046), Capital Projects Funds (Ordinance #17-024) and Special Revenue Grant Fund (Ordinance #11-003)

ATTACHMENTS

[BA #3 Final.xlsx](#)

ORDINANCE NO. 23-
CITY OF GREENVILLE, NORTH CAROLINA
Ordinance (#3) Amending the 2023-24 Budget (Ordinance #23-046),
Capital Projects Funds (Ordinance #17-024), and Special Revenue Grant Fund (Ordinance #11-003)

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

Section I: Estimated Revenues and Appropriations. General Fund, of Ordinance #23-046 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

Budget Amendment #3				
	2023-24 Revised Budget	B.	Total Amend #3	2023-24 Budget per Amend #3
ESTIMATED REVENUES				
Property Tax	\$ 39,689,205	\$ -	\$ -	\$ 39,689,205
Sales Tax	30,616,976	-	-	30,616,976
Video Prog. & Telecom. Service Tax	738,769	-	-	738,769
Rental Vehicle Gross Receipts	176,125	-	-	176,125
Utilities Franchise Tax	6,896,611	-	-	6,896,611
Motor Vehicle Tax	1,705,845	-	-	1,705,845
Other Unrestricted Intergov't	871,145	-	-	871,145
Powell Bill	2,390,610	-	-	2,390,610
Restricted Intergov't Revenues	598,603	-	-	598,603
Licenses, Permits and Fees	4,728,426	-	-	4,728,426
Rescue Service Transport	3,200,000	-	-	3,200,000
Parking Violation Penalties, Leases,	300,000	-	-	300,000
Other Revenues	1,244,518	-	-	1,244,518
Interest on Investments	750,000	-	-	750,000
Transfers In GUC	7,140,532	-	-	7,140,532
Appropriated Fund Balance	5,244,000	-	-	5,244,000
Total Revenues	\$ 106,291,365	\$ -	\$ -	\$ 106,291,365
APPROPRIATIONS				
Mayor/City Council	\$ 641,788	\$ -	\$ -	\$ 641,788
City Manager	3,598,762	-	-	3,598,762
City Clerk	392,046	-	-	392,046
City Attorney	732,553	-	-	732,553
Human Resources	3,512,642	-	-	3,512,642
Information Technology	4,259,352	-	-	4,259,352
Engineering	6,033,873	-	-	6,033,873
Fire/Rescue	18,145,330	-	-	18,145,330
Financial Services	3,134,640	-	-	3,134,640
Recreation & Parks	9,303,540	-	-	9,303,540
Police	30,149,396	(43,068)	(43,068)	30,106,328
Public Works	7,698,370	-	-	7,698,370
Planning & Development	2,774,985	(60,795)	(60,795)	2,714,190
Neighborhood & Business Services	1,264,978	103,863	103,863	1,368,841
OPEB	700,000	-	-	700,000
Contingency	40,000	-	-	40,000
Indirect Cost Reimbursement	(1,950,887)	-	-	(1,950,887)
Total Appropriations	\$ 90,431,368	\$ -	\$ -	\$ 90,431,368
OTHER FINANCING SOURCES				
Transfers to Other Funds	\$ 15,859,997	\$ -	\$ -	\$ 15,859,997
Total Other Financing Sources	\$ 15,859,997	\$ -	\$ -	\$ 15,859,997
Total Approp & Other Fin Sources	\$ 106,291,365	\$ -	\$ -	\$ 106,291,365

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

	2023-24 Revised Budget	A.	Total Amend #3	2023-24 Budget per Amend #3
ESTIMATED REVENUES				
Occupancy Tax	\$ 1,066,538	\$ 558,200	\$ 558,200	\$ 1,624,738
Transfer from Public Works Capital Projects	1,866,866	-	-	1,866,866
Transfer from Debt Service	1,162,724	-	-	1,162,724
Appropriated Fund Balance	58,200	(58,200)	(58,200)	-
Total Revenues	\$ 4,154,328	\$ 500,000	\$ 500,000	\$ 4,654,328
APPROPRIATIONS				
Occupancy Tax Reserves	\$ 3,148,128	-	-	\$ 3,148,128
Service Charge/Collection Fee	58,000	-	-	58,000
Payments to CVB	750,000	-	-	750,000
Transfer to Facilities Improvement	100,000	-	-	100,000
Transfer to Other Funds	98,200	500,000	500,000	598,200
Total Appropriations	\$ 4,154,328	\$ 500,000	\$ 500,000	\$ 4,654,328

Section III: 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:

	2023-24 Revised Budget	A.	Total Amend #3	2023-24 Budget per Amend #3
ESTIMATED REVENUES				
Restricted Intergovernmental	\$ 1,122,457	-	-	\$ 1,122,457
Transfer from General Fund	3,171,308	-	-	3,171,308
Transfer from Capital Reserve	128,822	-	-	128,822
Transfer from CD Cap Proj Fund	82,965	-	-	82,965
Transfer from FIP	44,818	-	-	44,818
Transfer from FEMA-Hurricane	117,340	-	-	117,340
Transfer from PW Cap Proj Fund	30,000	-	-	30,000
Transfer from Occupancy Tax Reserve	58,200	500,000	500,000	558,200
Special Donations	1,491,352	-	-	1,491,352
Miscellaneous Revenue	567,148	-	-	567,148
Appropriated Fund Balance	971,573	-	-	971,573
Long Term Financing	8,729,235	-	-	8,729,235
Total Revenues	\$ 16,515,218	\$ 500,000	\$ 500,000	\$ 17,015,218
APPROPRIATIONS				
Water Sports Facility Project	\$ 306,325	-	-	\$ 306,325
Wildwood Park	11,041,321	-	-	11,041,321
Transfer to General Fund	9,000	-	-	9,000
Parks Improvements	45,000	-	-	45,000
Pool Replacement	4,310,290	-	-	4,310,290
Off-Lease Dog Park	100,000	-	-	100,000
Parks Comprehensive Master Plan	147,000	-	-	147,000
Pickleball Conversion	75,000	-	-	75,000
Sports Complex Feasibility Study	58,200	-	-	58,200
Guy Smith Improvements	-	500,000	500,000	500,000
Transfer to Other Funds	423,082	-	-	423,082
Total Appropriations	\$ 16,515,218	\$ 500,000	\$ 500,000	\$ 17,015,218

Section IV: Estimated Revenues and Appropriations. Special Revenue Grant Fund, of Ordinance #11-003 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2023-24 Revised Budget	C.	Total Amend #3	2023-24 Budget per Amend #3
ESTIMATED REVENUES				
Special Fed/State/Loc Grant	\$ 10,924,857	\$ 27,761	\$ 27,761	\$ 10,952,618
CARES Act Funding	1,561,332	-	-	1,561,332
Transfer From General Fund	1,555,327	-	-	1,555,327
Transfer From Pre-1994 Entitlement	27,419	-	-	27,419
Transfer from Other Funds	107,895	-	-	107,895
Total Revenues	\$ 14,176,830	\$ 27,761	\$ 27,761	\$ 14,204,591
APPROPRIATIONS				
Personnel	\$ 2,295,650	\$ -	\$ -	\$ 2,295,650
Operating	6,044,601	-	-	6,044,601
Capital Outlay	2,006,385	-	-	2,006,385
Transfers	27,419	-	-	27,419
COVID-19	1,526,923	-	-	1,526,923
Rural Housing Recovery Grant	350,000	-	-	350,000
Environmental Enhancement Grant	150,935	-	-	150,935
STAR Grant	330,000	-	-	330,000
Governor's Crime Commission Grant 22	24,500	-	-	24,500
Governor's Crime Commission Grant 23	22,900	-	-	22,900
COPS Community Policing Development	175,000	-	-	175,000
Justice Assistance Grant 2022	55,135	-	-	55,135
Justice Assistance Grant 2023	-	27,761	27,761	27,761
Project Lucky - Job Creation Grant	100,000	-	-	100,000
Opioid Settlement Trust	45,532	-	-	45,532
Energy Efficient Conservation Block Grant	146,850	-	-	146,850
Transfer to Other Funds	875,000	-	-	875,000
Total Appropriations	\$ 14,176,830	\$ 27,761	\$ 27,761	\$ 14,204,591

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

Adopted this 09th day of October, 2023

P. J. Connelly, Mayor

ATTEST:

Valerie P. Shiuwegar, City Clerk