



Agenda

Greenville City Council

February 10, 2025

6:00 PM

City Hall Council Chambers, 200 West 5th Street

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

- I. Call Meeting To Order**
- II. Invocation - Council Member Les Robinson**
- III. Pledge of Allegiance**
- IV. Roll Call**
- V. Approval of Agenda**
- VI. Public Comment Period**

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

VII. Consent Agenda

- 1. Amendment of the 2025 Schedule of City Council Meetings
- 2. Approval of Public Art for West Zone Police Station Mural

3. Resolution Declaring Therapy Canine Chase as Surplus and Authorizing His Disposition to Kristen Hunter
4. Resolution Accepting Dedication of Rights-of-Way and Easements for The Preserve at Langston
5. Resolution approving Encroachment Agreement with CSX Transportation, Inc. (CSXT) for the use and maintenance of three (3) existing sub-grade pipeline crossings under Howell Street and the upgrade of an 84-inch corrugated metal pipe (CMP) to a 10 ft. x 10 ft. reinforced concrete box culvert (RCBC) as part of the Public Works Stormwater Pipe Improvements-Phase 3
6. Resolution Authorizing the Filing of Applications to the U.S. Department of Homeland Security for the FY 2024 FEMA Building Resilient Infrastructure and Communities (BRIC) Grant Program for the Trafalgar Drive Infrastructure & Floodplain Benching Project and Lake Ellsworth Dam Scoping Project
7. Various Tax Refunds Greater Than \$100

VIII. New Business

8. Boards and Commissions Presentation
 - Environmental Advisory Commission
9. Ordinance to Amend the Manual of Fees to Update EMS and Parking Fees
10. Budget Ordinance Amendment #7 Amending the 2024-25 City of Greenville Budget (Ordinance #24-038), Sanitation Fund (Ordinance #24-038), Public Works Capital Project Fund (Ordinance #17-024), Engineering Capital Projects Fund (Ordinance #20-019), Community Development Capital Projects Fund (Ordinance #17-024), and Special Revenue Grant Fund (Ordinance #11-003)

IX. Review of February 13, 2025, City Council Agenda

X. City Manager's Report

XI. Comments from Mayor and City Council

XII. Adjournment



City of Greenville, North Carolina

Meeting Date: 02/10/2025

<u>Title of Item:</u>	Amendment of the 2025 Schedule of City Council Meetings
<u>Explanation:</u>	The 2025 City Council Meeting schedule has been amended to include the addition of a Joint Meeting between the City Council and the Pitt County Board of Commissioners on March 4, 2025 at 4:00 p.m. Additionally, the City Manager recommends removing the Monday, February 24, 2025, City Council meeting due to lack of business.
<u>Fiscal Note:</u>	No direct fiscal impact.
<u>Recommendation:</u>	Review and adopt the amended 2025 City Council Meeting Schedule.



City of Greenville, North Carolina

Meeting Date: 02/10/2025

<u>Title of Item:</u>	Approval of Public Art for West Zone Police Station Mural
<u>Explanation:</u>	<p>The West Zone Police Station Mural project proposal was presented to the City Council at its December 9, 2024, Workshop. Ms. Rakia Jackson and the members of the Youth Public Arts Program have completed an outdoor painting entitled "Community" using exterior latex paint on aluminum panels at an approximate size of 4' x 6'.</p> <p>If approved, the Recreation & Parks Department will work with the Pitt County Arts Council at Emerge to install the aluminum panels on wooden posts in front of the building so that no holes will go through the siding of the building. The Pitt County Arts Council will oversee and fund any maintenance needed with supervision and partnership from the City's Recreation & Parks Department and Greenville Police Department.</p>
<u>Fiscal Note:</u>	No direct fiscal impact to the City of Greenville with an in-kind installation by the Recreation & Parks Department. This project is funded by the Pitt County Arts Council at Emerge, North Carolina Arts Council, and the Bank of America.
<u>Recommendation:</u>	Approve the proposed public art project for the West Zone Police Station Mural.

ATTACHMENTS

☐ [PCAC_WEST_ZONE_POLICE_STATION_ART_RECOMMENDATION.pdf](#)



CIVIC ARTS COMMITTEE RECOMMENDATION FOR PUBLIC ART PLACEMENT ON PUBLIC PROPERTY

REQUESTED
AGENDA DATE: Consent Agenda on next available City Council meeting

PROJECT: Community Mini Mural on West Zone Police Substation

LOCATION: 1024 W. 5th Street

TYPE OF ART: Outdoor Painting

PROJECT TYPE: ☐ Commission ☐ RFP ☐ RFQ ☒ Community ☐ Donation

ARTIST(S): Rakia Jackson and the Youth Public Arts Program children

TITLE: "Community"

PROJECT
STATEMENT: The Youth Public Arts Project is Emerge Gallery & Art Center's longest running outreach program.

SIZE ESTIMATE: 4'x6'

SELECTION
PROCESS: Rakia Jackson, the lead artist and instructor was chosen because of her work as Education Coordinator for HeARToscope and her past work on other murals and public art projects. The children who participate with Youth Public Arts Project are referred by school art and music teachers school counselors.

SUBCOMMITTEE: Civic Arts Committee

COMMITTEE'S
COMMENTS: The Civic Arts Committee approved this concept and project

SURFACE/
MATERIALS: Aluminum panels with exterior latex paint

IMPLEMENTATION
TIMEFRAME: February 2025

STAKEHOLDERS/
PARTNERS/

SUPPORTERS: City Departments: Police Department, Recreation & Parks, City
Manager's Office
Pitt County Arts Council at Emerge
North Carolina Arts Council
Bank of America

PROJECT

BUDGET: \$1,000

COST TO CITY: \$0, In-Kind Installation by the Recreation & Parks Department

FUNDED BY: Pitt County Arts Council at Emerge
North Carolina Arts Council
Bank of America

IMPLEMENTATION

PROCESS: The children of the Youth Public Arts Project have finished this lovely painting, and the Recreation & Parks Department and the Pitt County Arts Council at Emerge will work together to install the two aluminum panels on wooden posts in front of the building so no holes will go through the siding of the building.

MAINTENANCE: The Pitt County Arts Council will oversee and fund any maintenance needed with supervision and partnership from the City's Recreation & Parks Department and Police Department.

CIVIC ARTS

RECOMMENDS: The Civic Arts Committee, of the Pitt County Arts Council at Emerge, recommends the approval of this public art for installation.

ATTACHMENTS: Final Public Art

Proposed Placement on Police Substation

ATTACHMENT 1



ATTACHMENT 2





City of Greenville, North Carolina

Meeting Date: 02/10/2025

<u>Title of Item:</u>	Resolution Declaring Therapy Canine Chase as Surplus and Authorizing His Disposition to Kristen Hunter
<u>Explanation:</u>	<p>The Greenville Police Department (GPD) plans to retire K-9 Chase, who has served at GPD for two (2) years. K-9 Chase and Kristen Hunter have been partners for two (2) years, and Kristen has expressed interest in caring for Chase for the remainder of his life.</p> <p>It has been the practice for many years to allow the handler to purchase the assigned K-9 upon retirement if the handler wishes to do so. Approval of the attached resolution declaring K-9 Chase as surplus and authorizing his disposition to Kristen will allow the purchase in accordance with North Carolina General Statutes relating to surplus property.</p>
<u>Fiscal Note:</u>	To meet the requirements of North Carolina General Statutes, Kristen will be charged \$1.00 to retain Chase.
<u>Recommendation:</u>	Staff recommends approval of this resolution and transfer of K-9 Chase to Kristen for the remainder of his life.

ATTACHMENTS

☐ [COG-#1201028-v1-Resolution_K9_Chase.doc](#)

RESOLUTION NO. ____-25
RESOLUTION DECLARING A POLICE CANINE AS SURPLUS
AND AUTHORIZING HIS DISPOSITION TO KRISTEN HUNTER

WHEREAS, K-9 Chase, a therapy canine for the Greenville Police Department, has retired;

WHEREAS, K-9 Chase is two (2) years old and has been in service with GPD for two (2) years;

WHEREAS, Kristen Hunter has been K-9 Chase's handler for the last two (2) years and has requested that Chase be released to her care for the remainder of Chase's life; and

WHEREAS, North Carolina General Statute 160A-267 permits City Council to authorize the disposition of property valued at less than thirty thousand dollars (\$30,000) by private sale;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Greenville that K-9 Chase be and is hereby declared surplus to the needs of the City and is authorized to be conveyed to Kristen Hunter for one dollar (\$1.00).

This the ____ day of _____, 2025

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk



City of Greenville, North Carolina

Meeting Date: 02/10/2025

<u>Title of Item:</u>	Resolution Accepting Dedication of Rights-of-Way and Easements for The Preserve at Langston
<u>Explanation:</u>	In accordance with the City's Subdivision regulations, rights-of-way and easements have been dedicated for The Preserve at Langston. (Map Book 92 at Pages 186-187). A resolution accepting the dedication of the aforementioned rights-of-way and easements is attached for City Council consideration. The final plat showing the rights-of-way and easements is also attached.
<u>Fiscal Note:</u>	Funds for the maintenance of these rights-of-way and easements are included within the fiscal year 2024-2025 budget.
<u>Recommendation:</u>	City Council adopt the attached resolution accepting dedication of rights-of-way and easements for The Preserve at Langston.

ATTACHMENTS

- ☐ [The_Preserve_at_Langston_Resolution.pdf](#)
- ☐ [FP24-11 The Preserve at Langston.pdf](#)

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

WHEREAS, G.S. 160D-806 authorizes any City Council to accept by resolution any dedication made to the public of land or facilities for streets, parks, public utility lines, or other public purposes, when the lands or facilities are located within its subdivision-regulation jurisdiction; and

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

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

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

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

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

The Preserve at Langston

Map Book 92 at Pages 186-187

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

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

Adopted the 10th day of February, 2025.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

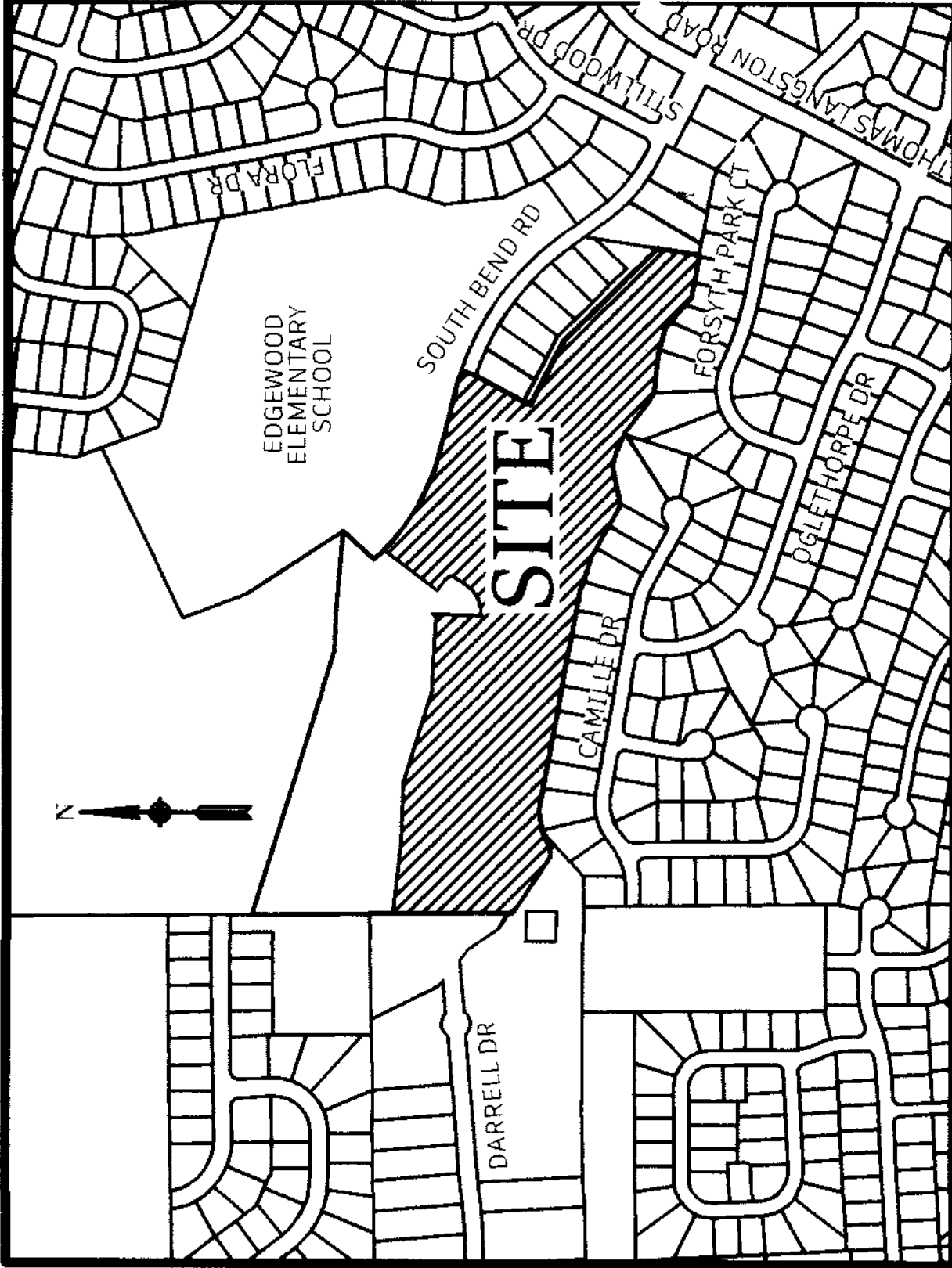
NORTH CAROLINA
PITT COUNTY

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

WITNESS my hand and official seal this the 10th day of February, 2025.

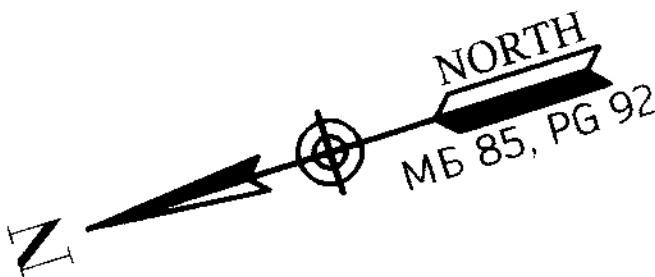
Notary Public

My Commission Expires:



- NOTES:**
- THE DESIGNATION NOTED OVER WATER, SANITARY SEWER, GAS OR ELECTRIC LINES IS FOR THE PURPOSE OF ESTABLISHING THE WIDTH OF SAID EASEMENT. THE EASEMENTS SHOWN ARE NOT EXCLUSIVE AND WILL PERMIT THE FUTURE INSTALLATION OF WATER, SANITARY SEWER, GAS AND ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS.
 - ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
 - THIS PROPERTY DOES NOT HAVE A FLOOD MODEL AVAILABLE. THIS PROPERTY MAY BE FOUND ON FIRM PANEL NUMBER 37204666000, DATED JULY 7, 2014.
 - IRON STAKES SET AT LOT CORNERS UNLESS OTHERWISE NOTED. NO POINTS SET IN THE CENTERLINE OF SWIFT CREEK.
 - NO PERMANENT STRUCTURE(S), INCLUDING BUT NOT LIMITED TO SUBDIVISION SIGNAGE, FENCES OR STORAGE BUILDINGS, SHALL BE CONSTRUCTED OR LOCATED IN ANY PUBLIC DRAINAGE EASEMENT SHOWN ON THIS PLAT WITHOUT PRIOR APPROVAL FROM THE CITY OF GREENVILLE PUBLIC WORKS DEPARTMENT.
 - NO BUILDINGS, STRUCTURES, OR OTHER IMPROVEMENTS, MATERIALS AND SURFACES, INCLUDING BUT NOT LIMITED TO PRINCIPAL AND ACCESSORY STRUCTURES AND ADDITIONS OR APPURTENANCES THERETO, SIGNAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, CANOPIES, ANTENNAS, MASTS, AERIALS, MONUMENTS, CONCRETE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE, OR OTHER MATERIALS OR STRUCTURES, SHALL BE LOCATED ON THE SURFACES, SHALL ENERGEACH WITHIN ANY DESIGNATED EASEMENT WITHOUT PRIOR WRITTEN APPROVAL OF THE CITY OF GREENVILLE.
 - COMMON AREA/OPEN SPACE/PRIVATE DRAINAGE EASEMENTS TO BE MAINTAINED BY HOMEOWNERS ASSOCIATION. DOCUMENTS RECORDED IN DEED BOOK _____, PAGE _____.
 - ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN US SURVEY FOOT.

Doc ID: 016128630002 Type: CRP
Recorded: 11/08/2024 at 10:54:36 AM
Page 2 of 2
Pitt County, NC
Lisa P. Nichols REG OF DEEDS
BK 92 Pg 186-187

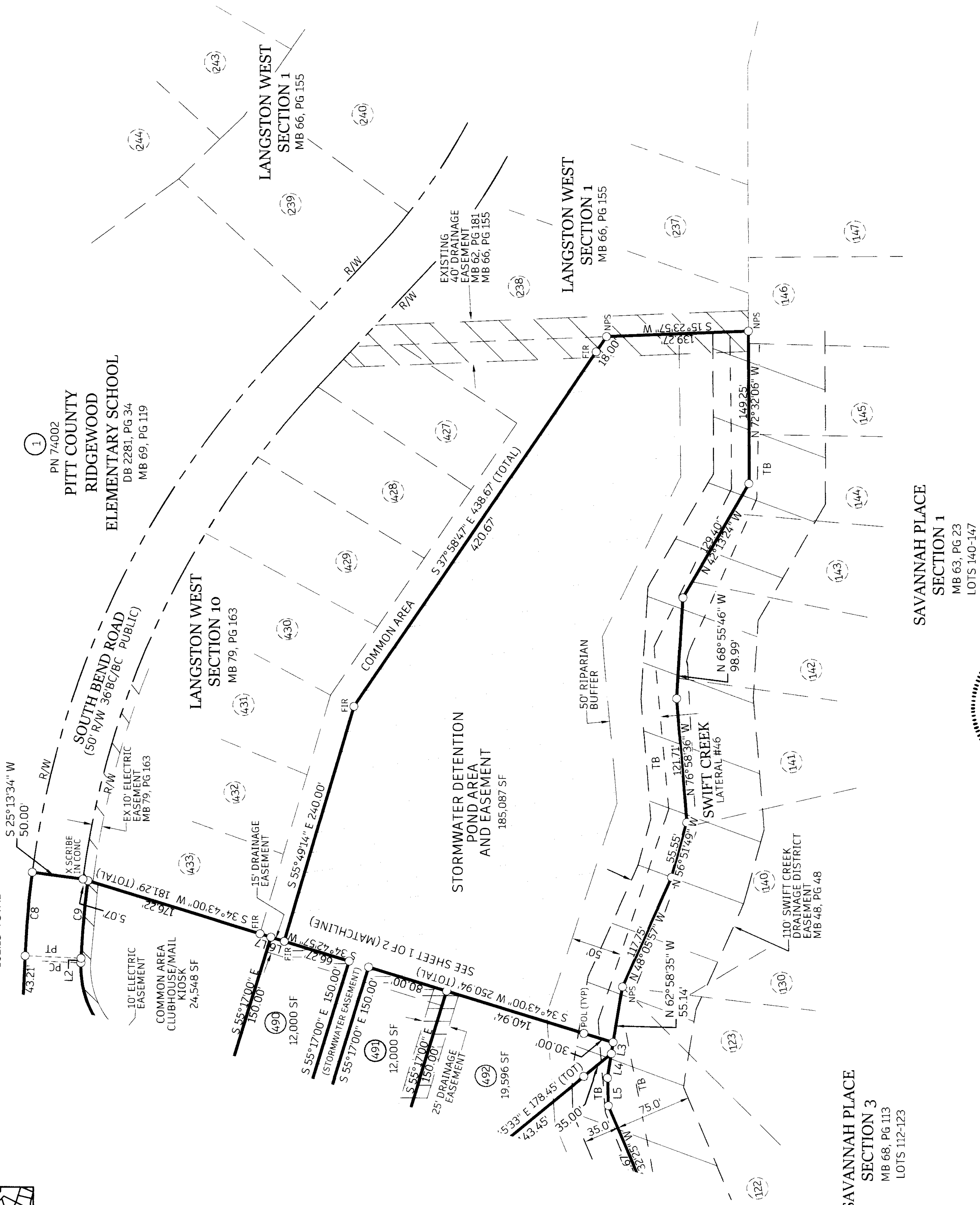


SITE DATA

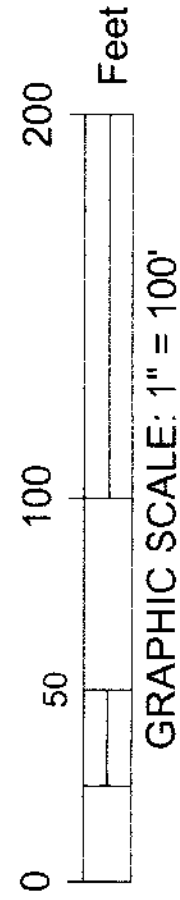
NUMBER OF LOTS CREATED.....36
TOTAL AREA IN TRACT.....21.5906 AC
AREA IN COMMON AREA.....0.6164 AC
AREA IN PARKS, RECREATION
AREAS AND THE LIKE.....0

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	19.06	S 06°14'23" W
L2	4.53	S 69°54'04" E
L3	11.15	N 62°58'35" W
L4	24.06	N 62°58'35" W
L5	27.24	N 73°44'09" W
L6	13.73	N 34°43'00" E
L7	11.27	S 34°43'07" W
L8	5.04	N 87°33'14" W

CURVE TABLE				
CURVE #	LENGTH	DELTA	RADIUS	CHORD DIRECTION
C1	89.79	5°10'30"	994.11	S 42°29'47" E
C2	80.37	4°37'55"	994.11	S 47°24'00" E
C3	80.03	4°36'45"	994.11	S 52°02'00" E
C4	80.21	4°37'22"	994.11	S 56°38'23" E
C5	80.92	4°39'51"	994.11	S 61°17'00" E
C6	84.84	4°53'23"	994.11	S 66°03'37" E
C7	23.32	1°20'39"	994.11	N 69°10'38" W
C8	82.07	5°07'09"	918.52	N 67°28'30" W
C9	76.30	4°18'18"	1015.52	S 67°22'10" E
C10	164.83	60°55'51"	155.00	S 65°10'56" W
C11	124.89	75°22'56"	95.00	N 72°24'28" E
C12	34.52	33°31'27"	59.00	N 51°28'44" E
C13	63.66	61°49'23"	59.00	S 80°50'51" E
C14	62.69	60°52'31"	59.00	S 19°29'54" E
C15	103.11	100°07'46"	59.00	S 61°00'15" W
C16	29.85	5°7'00'50"	30.00	S 82°33'43" W
C17	10.13	19°20'18"	30.00	S 44°22'09" W
C18	30.96	88°42'22"	20.00	S 09°39'02" E
C19	31.86	91°15'55"	20.00	S 81°37'46" W
C20	31.86	91°15'55"	20.00	N 80°23'49" E
C21	28.02	10°42'10"	150.00	N 40°04'05" E
C22	100.25	38°17'34"	150.00	N 64°33'57" E
C23	22.87	8°44'02"	150.00	N 88°04'45" E
C24	18.55	7°05'15"	150.00	S 64°00'36" E
C25	20.48	7°49'20"	150.00	S 76°33'19" E
C26	22.40	8°33'18"	150.00	S 68°22'00" E
C27	66.67	25°27'53"	150.00	S 51°21'24" E
C28	66.67	25°27'53"	150.00	S 25°53'31" E
C29	50.79	19°23'57"	150.00	S 03°27'36" E
C30	137.68	78°53'02"	100.00	N 33°12'08" W
C31	26.02	14°54'35"	100.00	N 80°05'56" W
C32	100.76	57°43'46"	100.00	N 63°34'59" E
C33	30.52	87°26'25"	20.00	N 09°00'12" W



SAVANNAH PLACE
SECTION 3
MB 68, PG 113
LOTS 112-123



SHEET 2 OF 2

A PORTION OF PN 87425

MAP FOR RECORD

THE PRESERVE AT LANGSTON

REFERENCE: BEING THE PROPERTY RECORDED IN
DEED BOOK 3898, PAGE 587 OF
THE PITT COUNTY REGISTRY

GREENVILLE WINTERVILLE TOWNSHIP PITT COUNTY NORTH CAROLINA

OWNER: BILL CLARK HOMES OF GREENVILLE LLC

ADDRESS: 200 EAST ARLINGTON BLVD STE A
GREENVILLE, NC 27858

PHONE: (252) 355-5805



SURVEYED: HB/DE/JE	APPROVED: DTB
DRAWN: MLB	DATE: 04/16/2024
CHECKED: DTB	SCALE: 1" = 100'

SOURCE OF TITLE

THIS IS TO CERTIFY THAT THE LAST INSTRUMENT(S) IN THE CHAIN OF TITLE(S) OF THIS PROPERTY AS RECORDED IN THE PITT COUNTY REGISTRY AT GREENVILLE NORTH CAROLINA IS:
DEED BOOK 3898, PAGE 587
DEED BOOK _____, PAGE _____
DEED BOOK _____, PAGE _____

N.C. LICENSE NO. L-4146

OWNER STATEMENT

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

OWNER: Bill Clark
OWNER: Bill Clark

OWNER: Bill Clark
SWORN AND SUBSCRIBED TO BEFORE ME THIS 11th DAY OF November, 2024
NOTARY PUBLIC, MY COMMISSION EXPIRES ON 3/24/29

DEDICATION

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

OWNER: Bill Clark
OWNER: Bill Clark
SIGNED: Bill Clark
ATTEST: Bill Clark



SURVEYOR'S CERTIFICATE

I, DEBORAH T. BOYETTE, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK, SEE, PAGE, PLAT, OR FROM BOOKS REFERENCED HEREON); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK, PAGE, OR AS REFERENCED HEREON; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY IS 1:49,508; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

I FURTHER CERTIFY PURSUANT TO G.S. 47-30 (P)(1)(a), THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE 4th DAY OF November, 2024.
SIGNED: Deborah T. Boyette
PROFESSIONAL LAND SURVEYOR L-4146

REVIEW OFFICER'S CERTIFICATE
I, Maletah Johnson, REVIEW OFFICER OF PITT COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.
REVIEW OFFICER: Maletah Johnson
DATE: 11/6/2024



City of Greenville, North Carolina

Meeting Date: 02/10/2025

-
- Title of Item:** Resolution approving Encroachment Agreement with CSX Transportation, Inc. (CSXT) for the use and maintenance of three (3) existing sub-grade pipeline crossings under Howell Street and the upgrade of an 84-inch corrugated metal pipe (CMP) to a 10 ft. x 10 ft. reinforced concrete box culvert (RCBC) as part of the Public Works Stormwater Pipe Improvements-Phase 3
- Explanation:** The pipe upsizing of Phase 1 and 2 currently under construction on the Public Works Complex will push high water flows into the natural stream channel toward the S. Pitt Street area. The existing 84-inch CMP is in poor condition. It is buckling under the CSXT railroad spur and must be replaced. As part of discussions with CSXT, they are requiring an encroachment agreement for the existing stormwater pipes that convey storm water under their infrastructure.
- Prior to any discussion with CSXT on the replacement of these structures, the existing drainage structures on CSXT property require the City to execute an agreement with CSXT to encroach on CSXT's right-of-way. The encroachment agreement requires the City to indemnify and save harmless CSXT from all damages, costs, and claims for damage that may arise from the existing maintenance of the drainage structures currently in place underneath the CSX railroad.
- Fiscal Note:** There is an "Encroachment Fee" of \$19,500 to CSXT upon execution of the Agreement. The fee is the cost for CSXT to prepare and maintain the Agreement. An additional \$6,000 review fee is specifically the scheduled cost for the one (1) Subgrade pipeline crossing of the largest 84" pipe.
- Recommendation:** City Council approve the attached resolution for the execution of the Encroachment Agreement with CSXT for the City's maintenance of existing drainage structures associated with the City's stormwater infrastructure.
-

ATTACHMENTS

- ☐ [COG-#1202198-v1-CSXT_PHASE_3_ENCROACHMENT_RESOLUTION.doc](#)
- ☐ [CSX1019844 - Agreement .pdf](#)
- ☐ [4 CSX Pipe Crossings - Beatty St.PNG](#)

RESOLUTION NO. _____

RESOLUTION APPROVING THE ENCROACHMENT AGREEMENT WITH CSX
TRANSPORTATION, INC., (CSXT) FOR THE USE AND MAINTENANCE OF THREE (3)
EXISTING SUB-GRADE PIPELINE CROSSINGS UNDER HOWELL STREET AND THE
MAINTENANCE OF AN EXISTING 84-INCH CORRUGATED METAL PIPE (CMP)
UNDERNEATH THE CSXT RR SPUR

WHEREAS, the City of Greenville has prepared an Encroachment Agreement with CSXT, Inc., for the use and maintenance of three (3) existing sub-grade pipeline crossings under Howell Street as well as the 84" CMP underneath the CSXT railroad spur;

WHEREAS, the encroachment agreement requires the City of Greenville to indemnify and save harmless CSXT, Inc., from all damages and claims for damage that may arise by the maintenance of each of these pipeline crossings;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Greenville approves this encroachment on CSXT, Inc., property for the maintenance of three (3) existing sub-grade pipeline crossings under Howell Street, and the 84-inch CMP underneath the CSXT railroad spur.

ADOPTED this _____ day of February, 2025.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk

FACILITY ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and effective as of _____, 2025 by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and CITY OF GREENVILLE a municipal corporation, political subdivision or state agency, under the laws of the State of North Carolina whose mailing address is PO Box 7207, Greenville, North Carolina 27835, hereinafter called "Licensee,"

WITNESSETH:

WHEREAS, Licensee desires to construct (unless previously constructed and designated as existing herein), use and maintain the below described facility(ies), hereinafter called "Facilities," over, under or across property owned or controlled by Licensor, at the below described location(s):

1. One (1) existing eighty- four inch (84") diameter sub-grade pipeline crossing, solely for the conveyance of stormwater, located at or near Greenville, Pitt County, North Carolina, Florence Division, Parmele Subdivision, Milepost AA-150.08, Latitude N35:36:03.347., Longitude W77:22:50.231.;
2. One (1) existing fifty-five inch (55") diameter sub-grade pipeline crossing, solely for the conveyance of stormwater, located at or near Greenville, Pitt County, North Carolina, Florence Division, Parmele Subdivision, Milepost AA-150.08, Latitude N35:36:03.424., Longitude W77:22:51.567.;
3. One (1) existing forty-eight inch (48") diameter sub-grade pipeline crossing, solely for the conveyance of stormwater, located at or near Greenville, Pitt County, North Carolina, Florence Division, Parmele Subdivision, Milepost AA-150.08, Latitude N35:36:03.8154, Longitude W77:22:51.5274;
4. One (1) existing forty-eight inch (48") diameter sub-grade pipeline crossing, solely for the conveyance of stormwater, located at or near Greenville, Pitt County, North Carolina, Florence Division, Parmele Subdivision, Milepost AA-150.08, Latitude N35:36:03.942., Longitude W77:22:51.481.;

hereinafter, called the "Encroachment," as shown on print(s) labeled Exhibit "A," attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Encroachment for any and all purposes, including but not limited to Licensor's track(s) structures(s), power lines, communication, signal or other wires, train control system, cellular or data towers, or electrical or electronic apparatus, or any appurtenances thereto ("Licensor's Facilities") and any other facilities as now exist or which may in the future be located in, upon, over, under or across the property

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee with the terms and conditions herein contained;

does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change the Facilities at the Encroachment above for the term herein stated, and to remove same upon termination.

1.2 The term Facilities, as used herein, shall include only those structures and ancillary facilities devoted exclusively to the transmission usage above within the Encroachment, and as shown on attached Exhibit A.

1.3 No additional structures or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Encroachment except upon prior separate written consent of Licensor.

2. ENCROACHMENT FEE; TERM:

2.1 Licensee shall pay Licensor a one-time nonrefundable Encroachment Fee of NINETEEN THOUSAND FIVE HUNDRED AND 00/100 U.S. DOLLARS (\$19,500.00) upon execution of this Agreement. Licensee agrees that the Encroachment Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensor), any additional annual taxes and/or periodic assessments levied against Licensor or Licensor's property solely on account of said Facilities or Encroachment.

2.3 This Agreement shall terminate as herein provided, but shall also terminate upon: (a) Licensee's cessation of use of the Facilities or Encroachment for the purpose(s) above; (b) removal of the Facilities; (c) subsequent mutual consent; and/or (d) failure of Licensee to complete installation within five (5) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensor shall not be charged or assessed, directly or indirectly, with any part

of the cost of the installation of said Facilities and appurtenances, and/or maintenance thereof, or for any public works project of which said Facilities is a part. Licensee agrees that it shall not assess Licensor any stormwater or drainage fee associated with such Facilities. Furthermore, Licensee shall be responsible for any stormwater or drainage fees assessed by any County or State agency managing such systems.

3. CONSTRUCTION, MAINTENANCE AND REPAIRS:

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove the Facilities, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensor (CSXT Specifications), or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Encroachment.

3.2 Location and construction of Facilities shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All of Licensee's work, and exercise of rights hereunder, shall be undertaken at time(s) satisfactory to Licensor, and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Facilities, Licensee shall not use explosives on or adjacent to Licensor's property of any type or perform or cause any blasting on or adjacent to Licensor's property without the separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to the Facilities, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Facilities, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 All work on the Encroachment shall be conducted in accordance with Licensors safety rules and regulations.

3.9 Licensee hereby agrees to reimburse Licensors any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to the Facilities or Encroachment.

3.10 In the event it becomes necessary for the Licensee to deviate from the approved Exhibit, Licensee shall seek prior approval from Licensors, or when applicable, an official field representative of Licensors permitted to approve changes, authorizing the necessary field changes and Licensee shall provide Licensors with complete As-Built Drawings of the completed work. As-Built Drawings shall be submitted to Licensors in either electronic or hard copy form upon the substantial completion of the project and upon Licensors request.

3.11 In the event of large scale maintenance/construction work to railroad bridges Licensee is required to protect power lines with insulated covers or comparable safety devices at their costs during construction/maintenance for safety of railroad employees.

4. PERMITS, LICENSES:

4.1 Before any work hereunder is performed, or before use of the Encroachment for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

5. MARKING AND SUPPORT:

5.1 With respect to any subsurface installation or maintenance upon Licensors property, Licensee, at its sole cost and expense, shall:

- (A) support track(s) and roadbed in a manner satisfactory to Licensors;
- (B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensors; and

(C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.

5.2 After construction or maintenance of the Facilities, Licensee shall:

(A) Restore any track(s), roadbed and other disturbed property; and

(B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of any underground Facilities or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Encroachment area for a period of three (3) years after completion of installation.

6. TRACK CHANGES:

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event future use of Licensor's rail corridor or property necessitate any change of location, height or depth in the Facilities or Encroachment, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in the Facilities or Encroachment to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's cost.

7. FACILITY CHANGES:

7.1 Licensee shall periodically monitor and verify the depth or height of the Facilities or Encroachment in relation to the existing tracks and facilities, and shall relocate the Facilities or change the Encroachment, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of Licensor.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of the Facilities (including any change in voltage or gauge of wire or any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

8. INTERFERENCE WITH RAIL FACILITIES:

8.1 Although the Facilities/Encroachment herein permitted may not presently interfere with Licensor's Facilities, in the event that the operation, existence or maintenance of

said Facilities, in the sole judgment of Licensor, causes: (a) interference (including, but not limited to, physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of Licensor's Facilities; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Facilities or installation, as may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect the Facilities, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to the Facilities, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

9. RISK, LIABILITY, INDEMNITY:

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 To the fullest extent permitted by State law (constitutional or statutory, as amended), Licensee hereby agrees to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.2 Use of Licensor's rail corridor involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Property or the Facilities in, on, over or under the Encroachment, including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment resulting from rail operations. For this Section, the term "Licensee's Property" shall include property of third parties situated or placed upon Licensor's rail corridor by Licensee or by such third parties at request of or for benefit of Licensee.

9.3 To the fullest extent permitted by State law, as above, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from: (a) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Encroachment area, arising from or in connection with the use of this Encroachment or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities leakage; and (d) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any drainage or runoff on or off the Encroachment area as a result of the Facilities/Encroachment herein permitted.

9.4 Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities, whether or not such loss(es) result(s) in whole or part from Licensor's contributory negligence or joint fault.

9.5 Obligations of Licensee hereunder to release, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the rail corridor on which the Encroachment is located, and the officers, employees and agents of each.

9.6 If a claim is made or action is brought against Licensor, and/or its operating lessee, for which Licensee may be responsible hereunder, in whole or in part, Licensee shall be notified to assume the handling or defense of such claim or action; but Licensor may participate in such handling or defense.

9.7 Notwithstanding anything contained in this Agreement, the limitation of liability contained in the state statutes, as amended from time to time, shall not limit Licensor's ability to collect under the insurance policies required to be maintained under this Agreement.

10. INSURANCE:

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of

- (i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00).
- (ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) in combined single limits for bodily injury and property damage

and covering the contractual liabilities assumed under this Agreement and naming Licensor, and/or its designee, as additional insured. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to RenewalCOI@csx.com.

- (iii) Business automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence naming Licensor, and/or its designee, as additional insured.
- (iv) The insurance policies must contain a waiver of subrogation against CSXT and its Affiliates, except where prohibited by law. All insurance companies must be A. M. Best rated A- and Class VII or better.
- (v) Such other insurance as Licensor may reasonably require.
- (vi) Licensee shall require its contractors to meet minimum insurance requirements above when performing work in relation to this agreement. Licensee will procure and review contractor's insurance certificates to confirm requirements are met. Licensor may request a copy of the insurance certificate.

10.2 If Licensee's existing CGL policy(ies) do(es) not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Licensor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

10.4 To the extent permitted by law and notwithstanding anything to the contrary in this Agreement, the insurance required and provided by Licensee shall not be subject to the limitations of sovereign immunity.

10.5 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensor; and (b) require its contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensor, Railroad

Protective Liability (RPL) Insurance, naming Licensor, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 04 13) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period. The original of such RPL policy shall be sent to and approved by Licensor prior to commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

(B) At Licensor's option, in lieu of purchasing RPL insurance or the 50 foot endorsements from an insurance company (but not CGL insurance), Licensee may pay Licensor, at Licensor's current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's discretion and may not be available under all circumstances.

10.6 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

11. GRADE CROSSINGS; PROTECTION SERVICES:

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensor.

11.2 If Licensor deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, or field construction managers for protection of operations of Licensor or others on Licensor's rail corridor at the Encroachment, and to keep persons, equipment or materials away from the track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

11.3 Subject to consent of Licensor, in its sole discretion, and subject to Licensor's operating rules and labor agreements, Licensee may provide flagmen, in place of Licensor's provision, at Licensee's sole risk, cost and expense, and in such event, Licensor shall not be liable for the failure or neglect of such flagmen. Such flagmen shall be approved by Licensor and shall meet all Licensor's requirement for performing such work.

12. LICENSOR'S COSTS:

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or changes to Licensor's Facilities shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate. Licensor may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

13. DEFAULT, BREACH, WAIVER:

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of encroachment fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

13.3 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

14. TERMINATION, REMOVAL:

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the Facility from the Encroachment. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) remove the Facilities from the rail corridor of Licensor, unless the parties hereto agree otherwise, (b) restore the rail corridor of Licensor in a manner satisfactory to

Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

15. NOTICE:

15.1 Licensee shall give Licensor at least thirty (30) days written notice before doing any work on Licensor's rail corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:

a. For non-emergencies, Licensee shall submit online via the CSX Property Portal from Licensor's web site, via web link:
https://propertyportal.csx.com/pub_ps_res/ps_res/jsf/public/index.faces

b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensor's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensor needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: 252-329-4522.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

16. ASSIGNMENT:

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensor expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensor's underlying property interests in the Encroachment, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensor for any loss, cost or expense Licensor may incur as a result of Licensee's failure to obtain said consent.

17. TITLE:

17.1 Licensee understands that Licensor occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensor's title for any particular Encroachment or segment of Rail Corridor occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensor does not warrant title to any Rail Corridor and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Rail Corridor, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Rail Corridor which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Encroachment is located otherwise permits Licensor to make such grants to Licensee, a "permission to use" the Rail Corridor, with dominion and control over such portion of the Rail Corridor remaining with Licensor, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Rail Corridor occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the Rail Corridor and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensor continues its own occupation, use or control. Licensor does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Rail Corridor. Licensee further acknowledges that it does not have the right to occupy any portion of the Rail Corridor held by Licensor in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Rail Corridor that would impair Licensor's existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensor for damages on account of any deficiencies in title to the Rail Corridor in the event of failure or insufficiency of Licensor's title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon the Facilities placement, or the presence of the Facilities in, on or along any Encroachment(s), including claims for punitive or special damages.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensors property occupied by the Encroachments, nor shall the exercise of this Agreement for any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.

17.6 Nothing in this Agreement shall be deemed to give, and Licensors hereby expressly waives, any claim of ownership in and to any part of the Facilities.

17.7 Licensee shall not create or permit any mortgage, pledge, security, interest, lien or encumbrances, including without limitation, tax liens and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the Facilities in or on any portion of the Encroachment (collectively, "Liens or Encumbrances"), to be established or remain against the Encroachment or any portion thereof or any other Licensors property.

17.8 In the event that any property of Licensors becomes subject to such Liens or Encumbrances, Licensee agrees to pay, discharge or remove the same promptly upon Licensee's receipt of notice that such Liens or Encumbrances have been filed or docketed against the Encroachment or any other property of Licensors; however, Licensee reserves the right to challenge, at its sole expense, the validity and/or enforceability of any such Liens or Encumbrances.

18. GENERAL PROVISIONS:

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by the laws of the state in which the Facilities and Encroachment are located.

18.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

18.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

18.9 Within thirty (30) days of an overpayment in a cumulative total amount of One Hundred Dollars (\$100.00) or more by Licensee to Licensor, Licensee shall notify Licensor in writing with documentation evidencing such overpayment. Licensor shall refund the actual amount of Licensee's overpayment within one hundred twenty (120) days of Licensor's verification of such overpayment.

18.10 This Agreement may be executed in any number of counterparts, and such counterparts may be exchanged by electronic transmission. Upon execution by the parties hereto, each counterpart shall be deemed an original and together shall constitute one and the same instrument. A fully executed copy of this Agreement by electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

[signature page follows]

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:** _____
Jacob Joyner, Director of Financial Services

ACCOUNT NUMBER _____

PROJECT CODE (IF APPLICABLE) _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the effective date of this Agreement.

Witness for Licensors:

CSX TRANSPORTATION, INC.

By: _____

Print/Type Name: _____

Print/Type Title: _____

Witness for Licensee:

GREENVILLE CITY OF

By: _____

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type Name: _____

Print/Type Title: _____

Tax ID No.: _____

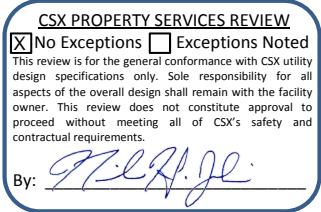
Authority under Ordinance or

Resolution No. _____,

Dated _____.

OPEN TRENCH

Greenville, Pitt County, North Carolina | Florence Division, Parmele Subdivision
Mile Post AA 150.08 | Latitude Longitude: 35.60093, -77.38062
Mile Post AA 150.09 | Latitude Longitude: 35.60095, -77.38099
Mile Post AA 150.08 | Latitude Longitude: 35.60106, -77.38098
Mile Post AA 150.08 | Latitude Longitude: 35.601095, -77.380967



CSXT GENERAL NOTES:

1. REFER TO THE CSXT PIPELINE DESIGN & CONSTRUCTION SPECIFICATIONS FOR ADDITIONAL INFORMATION.
2. TRENCH EXCAVATIONS SHALL BE OF SUCH DIMENSIONS AS TO PROVIDE AMPLE ROOM FOR CONSTRUCTION. TRENCH WIDTHS SHALL BE AT LEAST 12 INCHES WIDER THAN THE OUTSIDE DIAMETER OF THE PIPE (6-INCHES EITHER SIDE OF THE PIPE). THE BOTTOM OF THE TRENCH, IN SO FAR AS IS PRACTICAL, SHALL BE EXCAVATED TO PERMIT PROPER PLACEMENT OF THE PIPE. THE EXCAVATION FOR THE PIPELINE SHALL INCLUDE THE REMOVAL OF ANY OBSTRUCTIONS ENCOUNTERED. THE TRENCH SHALL BE EXCAVATED TO A DEPTH AT LEAST 3 INCHES BELOW THE OUTSIDE BOTTOM ELEVATION OF THE PLANNED PIPELINE. WHEN NECESSARY, ALL EXCAVATIONS SHOULD BE DEWATERED PRIOR TO AND DURING INSTALLATION AND BACKFILLING OF THE SYSTEM.
3. COMPACT ALL BACKFILL IN EXCAVATIONS AND TRENCHES TO 95% MAXIMUM DRY DENSITY AS DEFINED IN ASTM STANDARD D1557. USE CLEAN, SUITABLE BACKFILL MATERIAL, INSTALL IN SIX-INCH LIFTS AND COMPACT.
4. BEDDING MATERIAL SHALL BE GRANULAR BACKFILL IDENTICAL TO SUBBALLAST, OR A WELL GRADED CRUSHED STONE OR GRAVEL.
5. WHEN EXCAVATING WORK WILL BE WITHIN CSXT RIGHT-OF-WAY, SHORING PLANS AND OTHER REQUIRED MATERIAL MUST BE SUBMITTED TO CSXT DESIGNEE FOR APPROVAL PRIOR TO ANY CONSTRUCTION. ANY EXCAVATION/HOLE LESS THAN 15' FROM THE CENTERLINE OF NEAREST TRACK MUST BE FILLED OR PROPERLY SHORED PRIOR TO ANY TRAIN PASSING.
6. PIPELINE SHALL BE PROMINENTLY MARKED AT BOTH SIDES OF THE CSXT PROPERTY LINES BY DURABLE, WEATHERPROOF SIGNS LOCATED OVER THE CENTERLINE OF THE PIPE IN ACCORDANCE WITH CSXT SPECIFICATIONS.
7. ALL PRESSURE PIPELINES INSTALLED BY THE TRENCH METHOD, WITHOUT A CASING, SHALL HAVE A WARNING TAPE PLACED DIRECTLY ABOVE THE PIPELINE, 2 FEET BELOW THE GROUND SURFACE.
8. INSTALL HAND HOLES, SPLICE BOXES, AND MANHOLES PER THE REQUIREMENTS OF CSXT DESIGN & CONSTRUCTION SPECIFICATIONS. INSTALL THEM SO AS NOT TO CREATE A TRIPPING HAZARD OR TO INTERFERE WITH RAILROAD OPERATIONS.
9. NO CONSTRUCTION OR ENTRY UPON THE CSXT CORRIDOR IS PERMITTED UNTIL THE DOCUMENT TRANSACTION IS COMPLETED, YOU ARE IN RECEIPT OF A FULLY EXECUTED DOCUMENT, AND YOU HAVE OBTAINED AUTHORITY FROM THE LOCAL ROADMASTER.
10. IF REQUIRED, A DEWATERING PLAN IN ACCORDANCE WITH CSXT SPECIFICATIONS WILL BE SUBMITTED TO THE CSXT DESIGNEE FOR REVIEW AND APPROVAL PRIOR TO ANY DEWATERING OPERATIONS.
11. BLASTING IS NOT PERMITTED UNDER OR ON CSXT PROPERTY.
12. CSXT DOES NOT GRANT OR CONVEY AN EASEMENT FOR THIS INSTALLATION.
13. ALL PERSONNEL SHALL RECEIVE SAFETY BRIEFINGS BY A CSXT FLAGMAN OR DESIGNATED CSXT DESIGNEE EACH DAY BEFORE BEGINNING WORK ON THE RIGHT OF WAY. ADDITIONAL SAFETY BRIEFINGS MAY BE REQUIRED WHEN CONDITIONS AND/OR WORK SITES ARE CHANGED.
14. AGENCY OR ITS CONTRACTOR SHALL ARRANGE AND CONDUCT ITS WORK SO THAT THERE WILL BE NO INTERFERENCE WITH CSXT OPERATIONS, INCLUDING TRAIN, SIGNAL, TELEPHONE AND TELEGRAPHIC SERVICES, OR DAMAGES TO CSXT'S PROPERTY, OR TO POLES, WIRES, AND OTHER FACILITIES OF TENANTS OF CSXT'S PROPERTY OR RIGHT-OF-WAY.
15. CONTRACTOR ACCESS WILL BE LIMITED TO THE IMMEDIATE PROJECT AREA ONLY. THE CSXT RIGHT-OF-WAY OUTSIDE THE PROJECT AREA MAY NOT BE USED FOR CONTRACTOR ACCESS TO THE PROJECT SITE AND NO TEMPORARY AT-GRADE CROSSINGS WILL BE ALLOWED.
16. ALL MATERIAL AND EQUIPMENT WILL BE STAGED TO NOT BLOCK ANY CSXT ACCESS OR MAINTENANCE ROADS. NO HOISTING OR AUXILIARY EQUIPMENT NECESSARY FOR THE PROCEDURE SHALL BE PLACED ON CSXT TRACK STRUCTURE AND / OR BALLAST SECTION. CLEAR WORKING LOCATIONS FOR EQUIPMENT USED WILL BE LAID OUT AND APPROVED BY THE CSXT FLAGGER PRIOR TO EQUIPMENT SET-UP.
17. DURING CONSTRUCTION, THE CONTRACTOR SHALL PROTECT ALL ACTIVE RAILROAD FACILITIES, INCLUDING ELECTRICAL, WATER LINES, SEWER LINES, COMMUNICATION AND SIGNAL LINES AS WELL AS UNDERGROUND PIPING. THE CONTRACTOR SHALL BE REQUIRED TO KEEP ALL EQUIPMENT AND MATERIAL A MINIMUM OF SIX (6) FEET FROM FOREMENTIONED ELEVATED COMMUNICATION AND SIGNAL FACILITIES.
18. CONTRACTOR MUST CONDUCT ALL OF ITS WORK IN A SAFE MANNER. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH RULES, REGULATIONS, PROCEDURES AND SAFE PRACTICES OF CSXT, OSHA, THE FRA AND ALL OTHER GOVERNMENT AGENCIES HAVING JURISDICTION OVER THE PROJECT.
19. OWNER SHALL REIMBURSE CSXT DIRECTLY FOR ALL COSTS OF FLAGGING AND INSPECTION SERVICE THAT ARE REQUIRED ON ACCOUNT OF CONSTRUCTION WITHIN CSXT PROPERTY SHOWN IN THE PLANS, OR COVERED BY AN APPROVED PLAN REVISION, SUPPLEMENTAL AGREEMENT OR CHANGE ORDER. INSPECTION SERVICE SHALL NOT RELIEVE CONTRACTOR FROM LIABILITY FOR ITS WORK.
20. OWNER OR CONTRACTOR SHALL GIVE A MINIMUM OF 30 DAYS' ADVANCE NOTICE TO CSXT DESIGNEE FOR ANTICIPATED NEED FOR FLAGGING AND INSPECTION SERVICE. NO WORK SHALL BE UNDERTAKEN UNTIL THE FLAG PERSON(S) AND INSPECTOR(S) IS/ ARE AT THE JOB SITE. IF IT IS NECESSARY FOR CSXT TO ADVERTISE A FLAGGING JOB FOR BID, CSXT SHALL NOT BE LIABLE FOR THE COST OF DELAYS ATTRIBUTABLE TO OBTAINING SUCH SERVICE.
21. THE RIGHT OF WAY SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN THE CONDITION PRIOR TO BEGINNING THE PROJECT BEFORE FINAL ACCEPTANCE WILL BE PROVIDED. PUNCH LISTS SHALL BE RESPONDED TO PRIOR TO ISSUANCE OF AN ACCEPTANCE MEMORANDUM SIGNED BY THE CSXT DESIGNEE.
22. IDENTIFY HAZARDS AND PUT CONTROLS IN PLACE PRIOR TO START OF EXCAVATION. STAKE OR MARK PIT AS NEEDED FOR DIGGING. ESTABLISH A LAYDOWN AREA ABOVE THE FLOOD ZONE TO PLACE MOTORIZED EQUIPMENT. PLACE SNOW FENCE AROUND PIT 20' BEYOND THE LEADING EDGE OF EXCAVATION. ALL EROSION CONTROL METHODS SHALL BE INSTALLED AND MAINTAINED USING BEST MANAGEMENT PRACTICES AS REQUIRED. APPLY LAYER OF WASHED STONE TO BASE OF EXCAVATION TO ESTABLISH PROPER LINE AND GRADE (6" MIN.).
23. BACKFILL, COVER OR FENCE ALL EXCAVATIONS WHEN UNATTENDED. THE CSXT DESIGNEE WILL APPROVE THE PROTECTION METHOD AND THE TYPE OF FENCING MATERIAL. SET FENCING BACK AT LEAST 3 FEET (91 CENTIMETERS) FROM THE EDGES OF THE EXCAVATION. SET FENCE POSTS SECURELY IN THE GROUND AND INSURE THE FENCING IS SECURELY TIED TO POSTS WITH ZIP TIES OR SOME OTHER TIE WRAP PRODUCT.
24. IF THE EXCAVATION IS 5 FEET OR GREATER IN DEPTH, THE WALLS MAY BE SLOPED AT 1.5 HORIZONTAL TO 1 VERTICAL TO REDUCE THE RISK OF CAVE-INS OR SLIDES. A SAFE MANNER IN WHICH TO ENTER AND EXIT THE EXCAVATION MUST BE ESTABLISHED. THE TOE OF SLOPES IN EXCAVATION SHALL IN NO CASE BE UNDERCUT BY POWER SHOVELS, BULLDOZERS, GRADERS, BLASTING, OR IN ANY MANNER. EXCAVATION SHALL NOT BE MADE IN EXCESS OF THE AUTHORIZED CROSS-SECTION.
25. AVOID THE NEED FOR WORKERS TO BE IN TRENCHES WHENEVER POSSIBLE. FOR EXAMPLE, WHEN TRENCHING IN A CONDUIT SYSTEM, THE PIPE TO BE PLACED SHOULD BE ASSEMBLED ABOVE THE TRENCH AND LOWERED DOWN INTO THE TRENCH. WHEN WORKERS ARE REQUIRED TO GO INTO AN EXCAVATION, SHORING AND CONFINED SPACE REQUIREMENTS WILL GOVERN.
26. PROJECTS THAT GENERATE SOILS FROM CSXT PROPERTY MUST ADHERE TO CSXT'S SOIL MANAGEMENT POLICIES. CSXT REQUIRES SOILS GENERATED FROM ITS PROPERTY TO EITHER BE REUSED ON CSXT PROPERTY OR PROPERLY DISPOSED IN A CSXT APPROVED DISPOSAL FACILITY. CSXT ENVIRONMENTAL DEPARTMENT WILL HANDLE WASTE CHARACTERIZATION AND PROFILING INTO AN APPROVED DISPOSAL FACILITY. CSXT PROHIBITS ANY ENVIRONMENTAL SAMPLING ON ITS PROPERTY UNLESS GRANTED THROUGH AN WRITTEN ENVIRONMENTAL RIGHT-OF-ENTRY OR APPROVED IN WRITING BY THE CSXT ENVIRONMENTAL DEPARTMENT. THE MANAGEMENT OF SOILS GENERATED FROM CSXT PROPERTY SHOULD BE PLANNED FOR AND PROPERLY PERMITTED (IF APPLICABLE) PRIOR TO INITIATING ANY WORK ON CSXT PROPERTY. A LIST OF CSXT APPROVED LABORATORIES AND/OR DISPOSAL FACILITIES MAY BE OBTAINED FROM THE CSXT MANAGER ENVIRONMENTAL PROGRAMS.
27. CONTRACTOR ALSO HAS THE SOLE RESPONSIBILITY OF ASCERTAINING THAT ALL OTHER UTILITIES HAVE BEEN PROPERLY LOCATED BY COMPLYING WITH THE LOCAL "CALL BEFORE YOU DIG" REGULATION(S). CONTRACTOR SHALL SOLELY BE RESPONSIBLE FOR NOTIFYING OWNERS OF ADJACENT PROPERTIES AND OF UNDERGROUND FACILITIES AND UTILITY OWNERS WHEN PROSECUTION OF THE WORK MAY AFFECT THEM, AND SHALL COOPERATE WITH THEM IN THE PROTECTION, REMOVAL, RELOCATION AND REPLACEMENT OF THEIR PROPERTY.
28. CONTRACTOR SHALL CONDUCT "PRE-DIG" MEETING PRIOR TO CONSTRUCTION WORK, WITH ALL SUBCONTRACTORS AND WORKERS TO REVIEW THE LOCATION OF ALL UTILITIES AS MARKED OUT, EXCAVATION PROCEDURES, AND TO CONFIRM THE "ONE CALL" REQUEST. THIS PERMIT IS SUBJECT TO ANY EXISTING UTILITIES THAT MAY BE IN CONFLICT WITH THE DESIGN AND REQUIRES POTHOLING. ALL EXISTING UTILITIES ARE REQUIRED TO BE POTHOLED PRIOR TO COMMENCEMENT OF CONSTRUCTION AND SHALL BE PERFORMED IN ACCORDANCE WITH CSXT SPECIFICATIONS. HAND EXPOSE LINES TO A POINT OF NO CONFLICT (24 INCHES ON EITHER SIDE OF THE UNDERGROUND INSTALLATION). IF MARKED UTILITY CANNOT BE LOCATED, EXCAVATION MUST NOT PROCEED AND YOU MUST NOTIFY THE ONE CALL NUMBER OR UTILITY COMPANY TO PROVIDE ADDITIONAL INFORMATION TO DETERMINE THE EXACT LOCATION.
29. BEFORE EXCAVATING, ALL SIGNAL CABLES AND OTHER UTILITIES MUST BE LOCATED AND MARKED/FLAGGED. CONTRACTOR SHALL BE HELD LIABLE FOR ANY DAMAGES TO CSXT COMMUNICATION & SIGNAL FACILITIES.

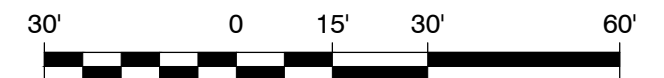
NOTE: WORK SCHEDULE IS SUBJECT TO THE APPROVAL OF ALL REQUIRED CONSTRUCTION SUBMITTALS BY THE CSXT CONSTRUCTION REPRESENTATIVE, VERIFICATION THAT PROPOSED WORK WILL NOT CONFLICT WITH ANY CSXT U.G. FACILITIES, AND THE AVAILABILITY OF CSXT FLAGGING AND PROTECTION SERVICES. CONSTRUCTION SUBMITTALS WILL BE BASED UPON THE PROPOSED SCOPE OF WORK AND MAY INCLUDE, BUT ARE NOT LIMITED TO; PROPOSED WORK PLAN, PROJECT SCHEDULE, MEANS AND METHODS, SITE ACCESS, DEWATERING, TEMPORARY EXCAVATION/SHORING, SOIL DISPOSITION/MANAGEMENT, TRACK MONITORING, CONCRETE PLACEMENT WORK, STRUCTURAL LIFTING/RIGGING PLANS FOR HOISTING OPERATIONS, SUBSTRUCTURE CONSTRUCTION PLANS, STEEL ERECTION PLANS, ROADWORK PLANS, ETC. NO WORK MAY BEGIN ON, OVER, OR ADJACENT TO CSXT PROPERTY, OR THAT COULD POTENTIALLY IMPACT CSXT PROPERTY, OPERATIONS OR SAFETY WITHOUT THE PRIOR COMPLETION AND APPROVAL OF THE REQUIRED FOREMENTIONED INFORMATION AND APPROVALS.



LEGEND	
LETTER	DESCRIPTION
(a)	Distance from crossing to nearest actual milepost (____ feet from MP ____). OR: Distance from crossing to centerline of nearest public road intersection (include DOT Crossing #)
(b)	Width of CSX R/W
(c)	Distance from centerline of track to R/W
(d)	Total length of pipe on CSX R/W
(e)	Distance from centerline of nearest track to face of pits or poles at a 90 degree angle to the track(s) - N/A
(f)	Angle of crossing
(g)	IF CONTENTS UNDER PRESSURE: Distance of shut-off valves from centerline of nearest track - N/A
(h)	Width of Launching/Receiving Pit - N/A
(i)	Length of Launching/Receiving Pit - N/A

PLAN VIEW

EXISTING CULVERT 4



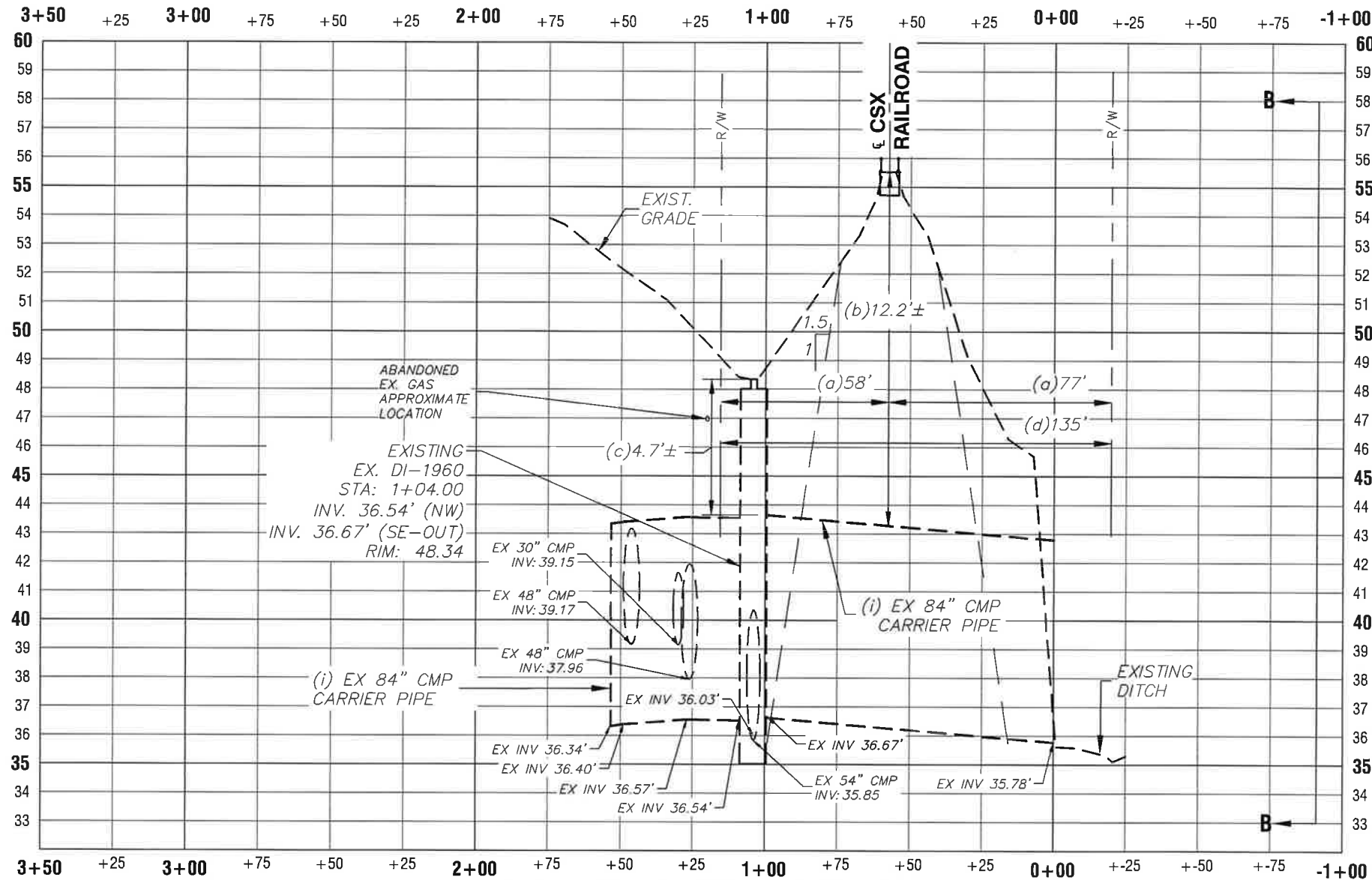
GRAPHIC SCALE 1 inch = 30 ft

NC License: F-0334

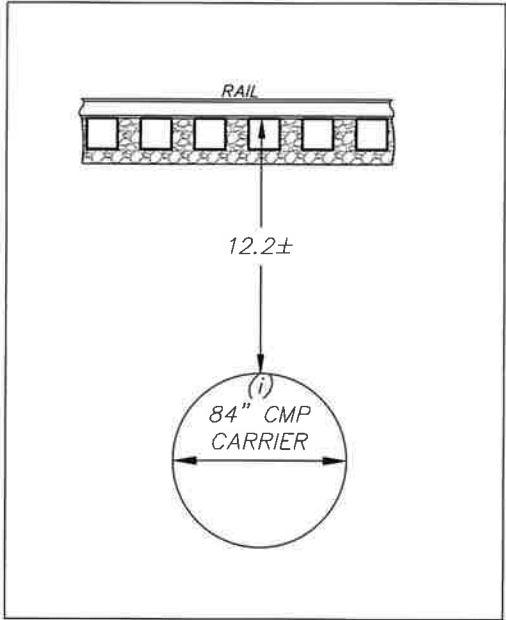
riversandassociates.com **Since 1918**

**Engineers
Planners
Surveyors
Architects**

DRAWING SCALE: 1 INCH = 30 FEET



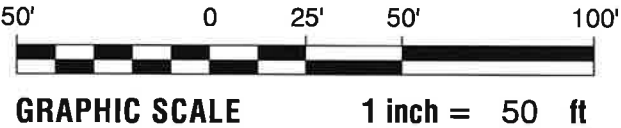
PROFILE VIEW A-A: EXISTING CULVERT 4



CROSS SECTION VIEW B-B:
EXISTING CULVERT 4

CSX PROPERTY SERVICES REVIEW
☒ No Exceptions ☐ Exceptions Noted
This review is for the general conformance with CSX utility design specifications only. Sole responsibility for all aspects of the overall design shall remain with the facility owner. This review does not constitute approval to proceed without meeting all of CSX's safety and contractual requirements.
By: *[Signature]*

**PROFILE VIEW -
EXISTING CULVERT 4**



LEGEND		CSX PIPELINE SPEC. REFERENCE		PIPELINE CONTENT DETAILS	
LETTER	DESCRIPTION			COMMODITY DESCRIPTION:	STORMWATER
(a)	Distance from centerline of track to CSX R/W			MAXIMUM OPERATING PRESSURE:	N/A
(b)	Distance from base-of-rail to top of casing			IS COMMODITY FLAMMABLE:	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(c)	Distance from base-of-ditch to top of casing			CARRIER/ CASING PIPE DETAILS	
(d)	Total length of pipe on CSX R/W				
(e)	Distance from centerline of nearest track to face of pits at a 90 degree angle to the track(s) - N/A			PIPE MATERIAL:	COATED CORRUGATED STEEL 8 GAUGE
(f)	Distance from top-of-vent pipe at a 90 degree angle to the track(s) - N/A			MATERIAL SPECIFICATIONS & GRADE:	AASHTO M140 ASTM A849, A-862
(g)	Distance from centerline of track to vent pipe at a 90 degree angle to the track(s) - N/A			SPECIFIED MINIMUM YIELD STRENGTH:	2-2/3"x1/2" CORRUGATIONS (33,000 PSI)
(h)	Theoretical Embankment Line: Starts 12' from centerline of track and extends away from track at a slope of 1.5' over and 1' down			NOMINAL SIZE OUTER DIAMETER (INCHES):	85.34"
(i)	Carrier pipe diameter			WALL THICKNESS (INCHES):	0.168"
(j)	Casing pipe diameter			TYPE OF SEAM:	RIVETED AND WELDED
(k)	Depth of Launching/ Receiving Pit - N/A			TYPE OF JOINTS:	ROD AND LUG WITH SLEEVE GASKETS
				TUNNEL LINER PLATES REQUIRED:	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
				CATHODIC PROTECTION:	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
				PROTECTIVE COATING:	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
				TEMP TRACK SUPPORT OR RIP-RAP REQ.:	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
					TYPE: BITUMASTIC
					MUST DESCRIBE & SHOW ON DWG.



Rivers
& ASSOCIATES, INC.

riversandassociates.com Since 1918

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

Engineers
Planners
Surveyors
Landscape Architects

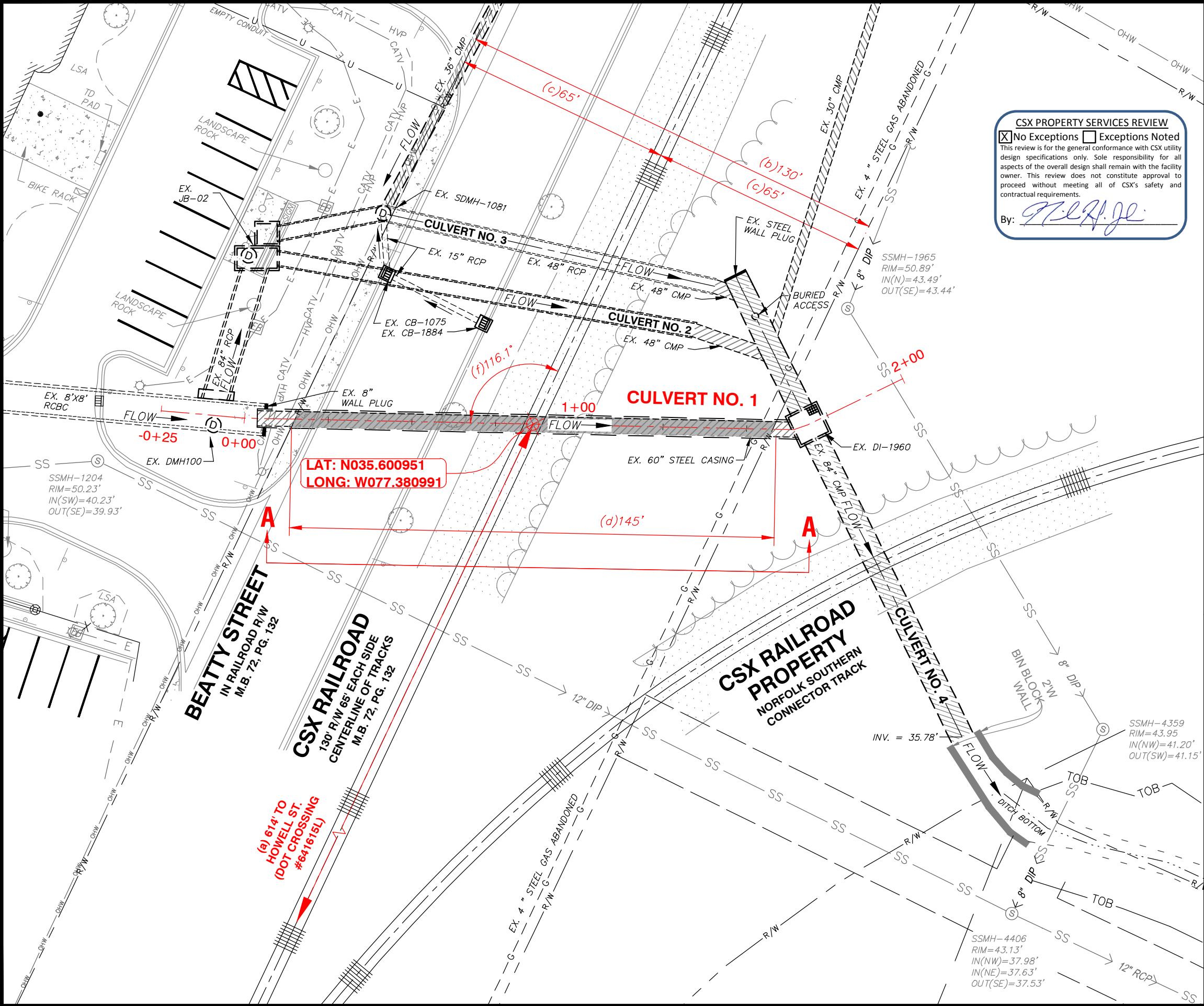
LOCATION: CULVERT 4 BEATTY STREET,
GREENVILLE, NC

LATITUDE: N035.600928
LONGITUDE: W077.380619

DRAWING NO.: G-1272D-Y SHEET 2 OF 2

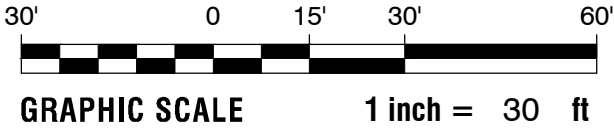
DRAWING DATE: 04/30/24 LAST REVISED:

DRAWING SCALE: 1 INCH = 50 FEET



LEGEND	
LETTER	DESCRIPTION
(a)	Distance from crossing to nearest actual milepost (___ feet from MP____). OR: Distance from crossing to centerline of nearest public road intersection (include DOT Crossing #)
(b)	Width of CSX R/W
(c)	Distance from centerline of track to R/W
(d)	Total length of pipe on CSX R/W
(e)	Distance from centerline of nearest track to face of pits or poles at a 90 degree angle to the track(s) - N/A
(f)	Angle of crossing
(g)	IF CONTENTS UNDER PRESSURE: Distance of shut-off valves from centerline of nearest track - N/A
(h)	Width of Launching/Receiving Pit - N/A
(i)	Length of Launching/Receiving Pit - N/A

PLAN VIEW
EXISTING CULVERT 1



NC License: F-0334

Rivers
& ASSOCIATES, INC.

riversandassociates.com **Since 1918**

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

Engineers
Planners
Surveyors
Landscape Architects

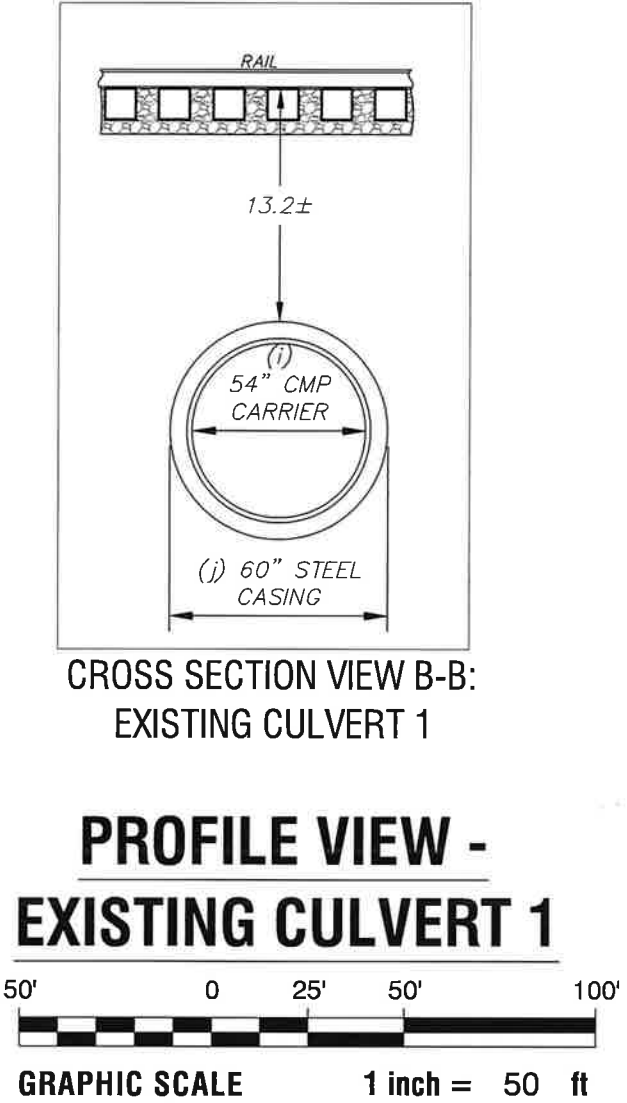
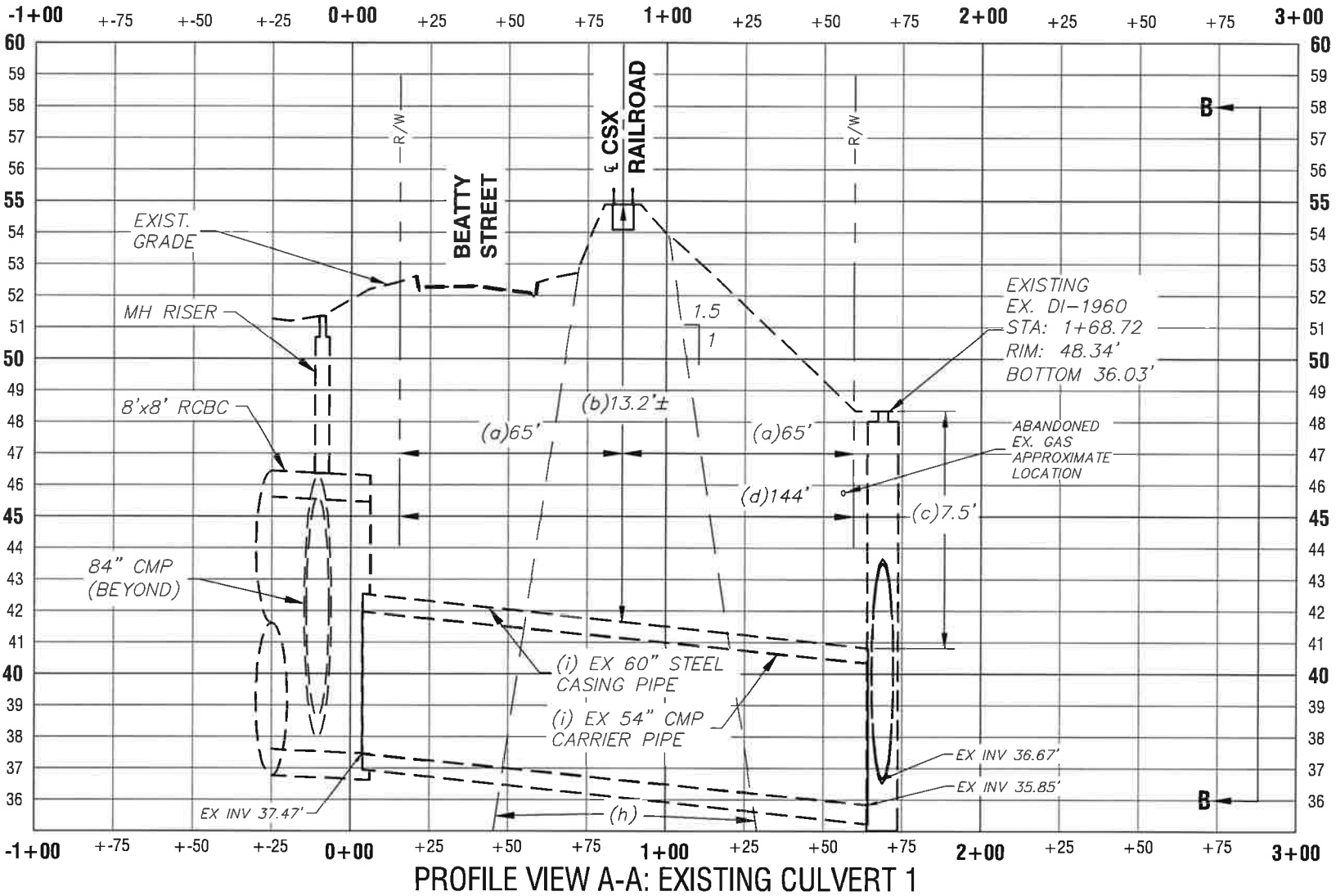
LOCATION: CULVERT 1 BEATTY STREET,
GREENVILLE, NC

LATITUDE: N035.600951
LONGITUDE: W077.380991

DRAWING NO.: G-1272A-Y SHEET 1 OF 2

DRAWING DATE: 04/30/24 LAST REVISED:

DRAWING SCALE: 1 INCH = 30 FEET



CSX PROPERTY SERVICES REVIEW
☒ No Exceptions ☐ Exceptions Noted
This review is for the general conformance with CSX utility design specifications only. Sole responsibility for all aspects of the overall design shall remain with the facility owner. This review does not constitute approval to proceed without meeting all of CSX's safety and contractual requirements.
By: *[Signature]*

LEGEND		CSX PIPELINE SPEC. REFERENCE	PIPELINE CONTENT DETAILS		
LETTER	DESCRIPTION		COMMODITY DESCRIPTION:	STORMWATER	
(a)	Distance from centerline of track to CSX R/W		MAXIMUM OPERATING PRESSURE:	N/A	
(b)	Distance from base-of-rail to top of casing		IS COMMODITY FLAMMABLE:	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
(c)	Distance from base-of-ditch to top of casing		CARRIER/ CASING PIPE DETAILS		
(d)	Total length of pipe on CSX R/W			CARRIER PIPE	CASING PIPE
(e)	Distance from centerline of nearest track to face of pits at a 90 degree angle to the track(s) - N/A		PIPE MATERIAL:	COATED CORRUGATED STEEL 10 GAUGE	STEEL
(f)	Distance from top-of-vent pipe at a 90 degree angle to the track(s) - N/A		MATERIAL SPECIFICATIONS & GRADE:	AASHTO M190 ASTM A849, A862	A139, GRADE B
			SPECIFIED MINIMUM YIELD STRENGTH:	2 2/3"X 1/2" CORRUGATIONS (33,000 PSI)	35,000 PSI
(g)	Distance from centerline of track to vent pipe at a 90 degree angle to the track(s) - N/A		NOMINAL SIZE OUTER DIAMETER (INCHES):	55.28"	60"
(h)	Theoretical Embankment Line: Starts 12' from centerline of track and extends away from track at a slope of 1.5' over and 1' down		WALL THICKNESS (INCHES):	0.138"	0.844"
			TYPE OF SEAM:	RIVETED AND WELDED	WELDED
			TYPE OF JOINTS:	ROD AND LUG WITH SLEEVE GASKETS	WELDED
(i)	Carrier pipe diameter		TUNNEL LINER PLATES REQUIRED:	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
(j)	Casing pipe diameter		CATHODIC PROTECTION:	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	TYPE: N/A
(k)	Depth of Launching/ Receiving Pit - N/A		PROTECTIVE COATING:	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	TYPE: BITUMASTIC
			TEMP TRACK SUPPORT OR RIP-RAP REQ.:	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	MUST DESCRIBE & SHOW ON DWG.

Rivers
& ASSOCIATES, INC.
riversandassociates.com Since 1918
107 East Second Street
Greenville, NC 27858
(252) 752-4135

NC License: F-0334

Engineers
Planners
Surveyors
Landscape Architects

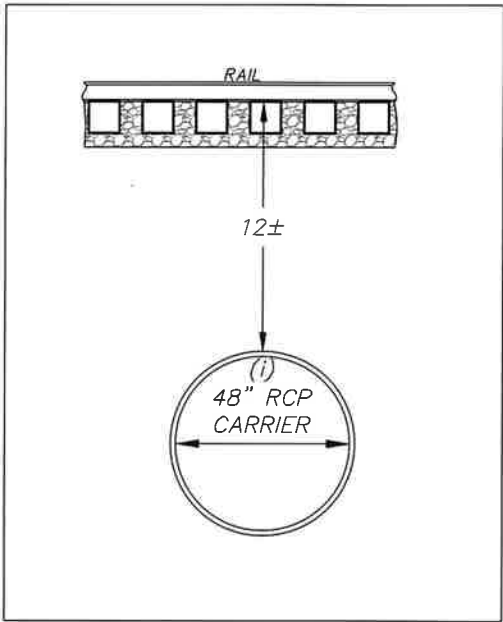
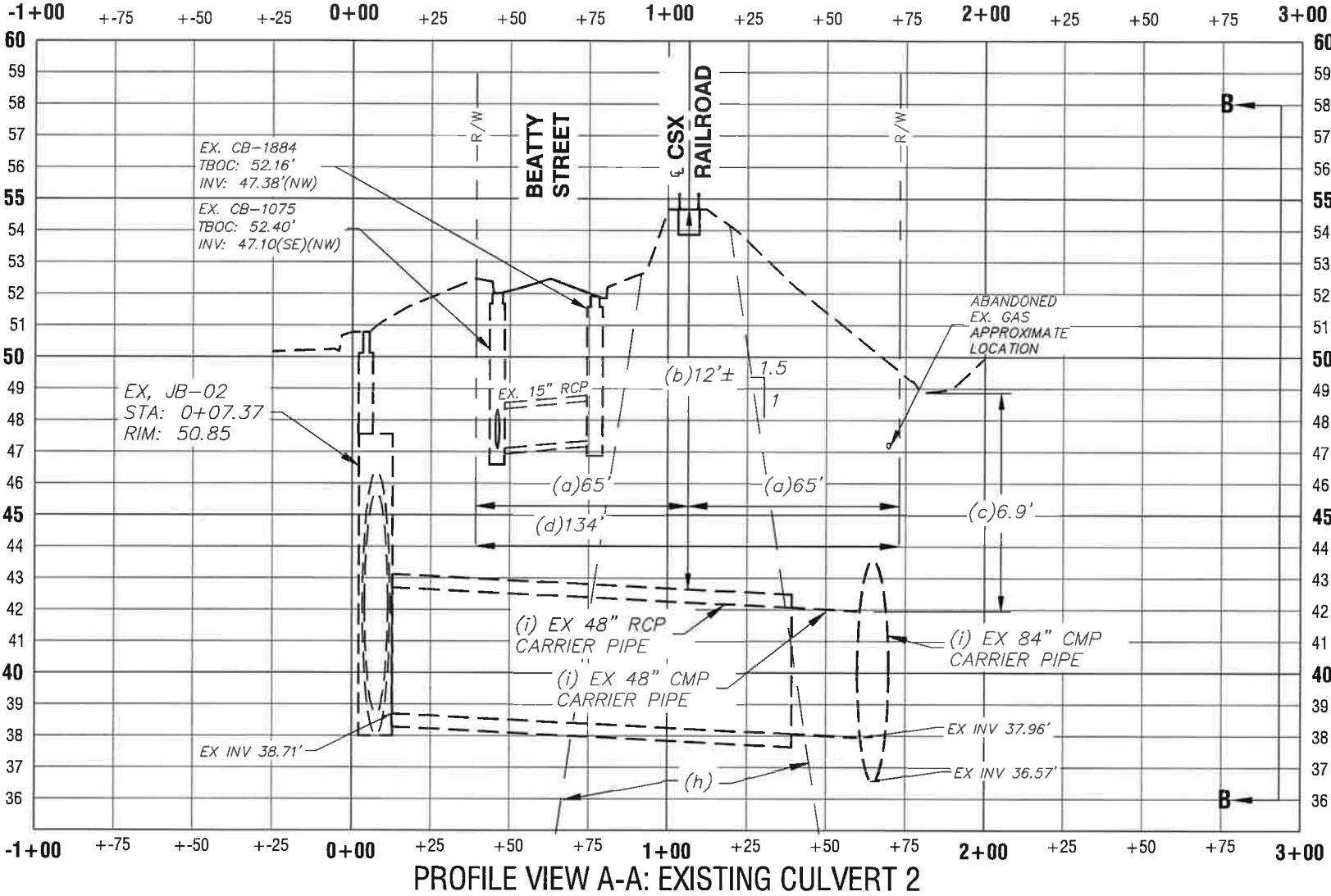
LOCATION: CULVERT 1 BEATTY STREET, GREENVILLE, NC

LATITUDE: N035.600951
LONGITUDE: W077.380991

DRAWING NO.: G-1272A-Y SHEET 2 OF 2

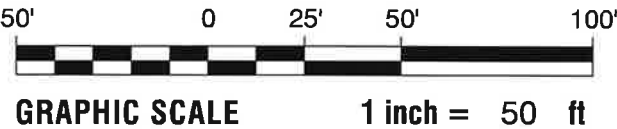
DRAWING DATE: 04/30/24 LAST REVISED:

DRAWING SCALE: 1 INCH = 50 FEET



CROSS SECTION VIEW B-B:
EXISTING CULVERT 2

PROFILE VIEW -
EXISTING CULVERT 2



CSX PROPERTY SERVICES REVIEW

☒ No Exceptions ☐ Exceptions Noted

This review is for the general conformance with CSX utility design specifications only. Sole responsibility for all aspects of the overall design shall remain with the facility owner. This review does not constitute approval to proceed without meeting all of CSX's safety and contractual requirements.

By: *[Signature]*

LEGEND		CSX PIPELINE SPEC. REFERENCE	PIPELINE CONTENT DETAILS		
LETTER	DESCRIPTION		COMMODITY DESCRIPTION:	STORMWATER	
(a)	Distance from centerline of track to CSX R/W		MAXIMUM OPERATING PRESSURE:	N/A	
(b)	Distance from base-of-rail to top of casing		IS COMMODITY FLAMMABLE:	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
(c)	Distance from base-of-ditch to top of casing		CARRIER/ CASING PIPE DETAILS		
(d)	Total length of pipe on CSX R/W			CARRIER PIPE	CASING PIPE
(e)	Distance from centerline of nearest track to face of pits at a 90 degree angle to the track(s) – N/A		PIPE MATERIAL:	REINFORCED CONCRETE PIPE	N/A
(f)	Distance from top-of-vent pipe at a 90 degree angle to the track(s) – N/A		MATERIAL SPECIFICATIONS & GRADE:	ASTM C-76, CLASS V	
			SPECIFIED MINIMUM YIELD STRENGTH:	3,000 LB/FT/FT	
(g)	Distance from centerline of track to vent pipe at a 90 degree angle to the track(s) – N/A		NOMINAL SIZE OUTER DIAMETER (INCHES):	58"	
			WALL THICKNESS (INCHES):	5"	
(h)	Theoretical Embankment Line: Starts 12' from centerline of track and extends away from track at a slope of 1.5' over and 1' down		TYPE OF SEAM:	N/A	
			TYPE OF JOINTS:	TONGUE AND GROOVE, ASTM C443	
(i)	Carrier pipe diameter		TUNNEL LINER PLATES REQUIRED:	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
(j)	Casing pipe diameter		CATHODIC PROTECTION:	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	TYPE:
(k)	Depth of Launching/ Receiving Pit – N/A		PROTECTIVE COATING:	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	TYPE:
			TEMP TRACK SUPPORT OR RIP-RAP REQ.:	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	MUST DESCRIBE & SHOW ON DWG.

NC License: F-0334

riversandassociates.com Since 1918

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

Engineers
Planners
Surveyors
Landscape Architects

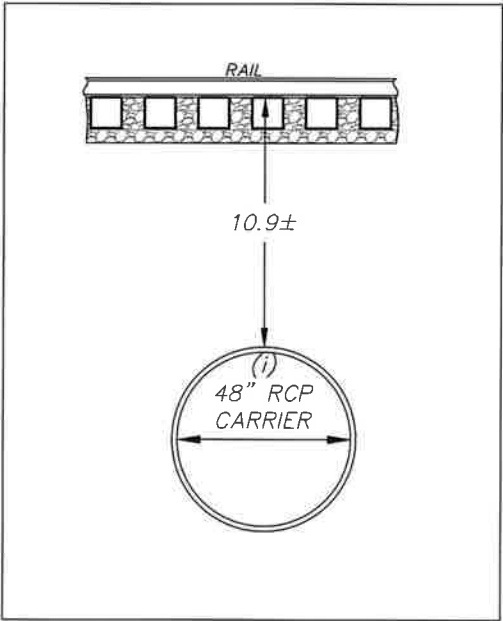
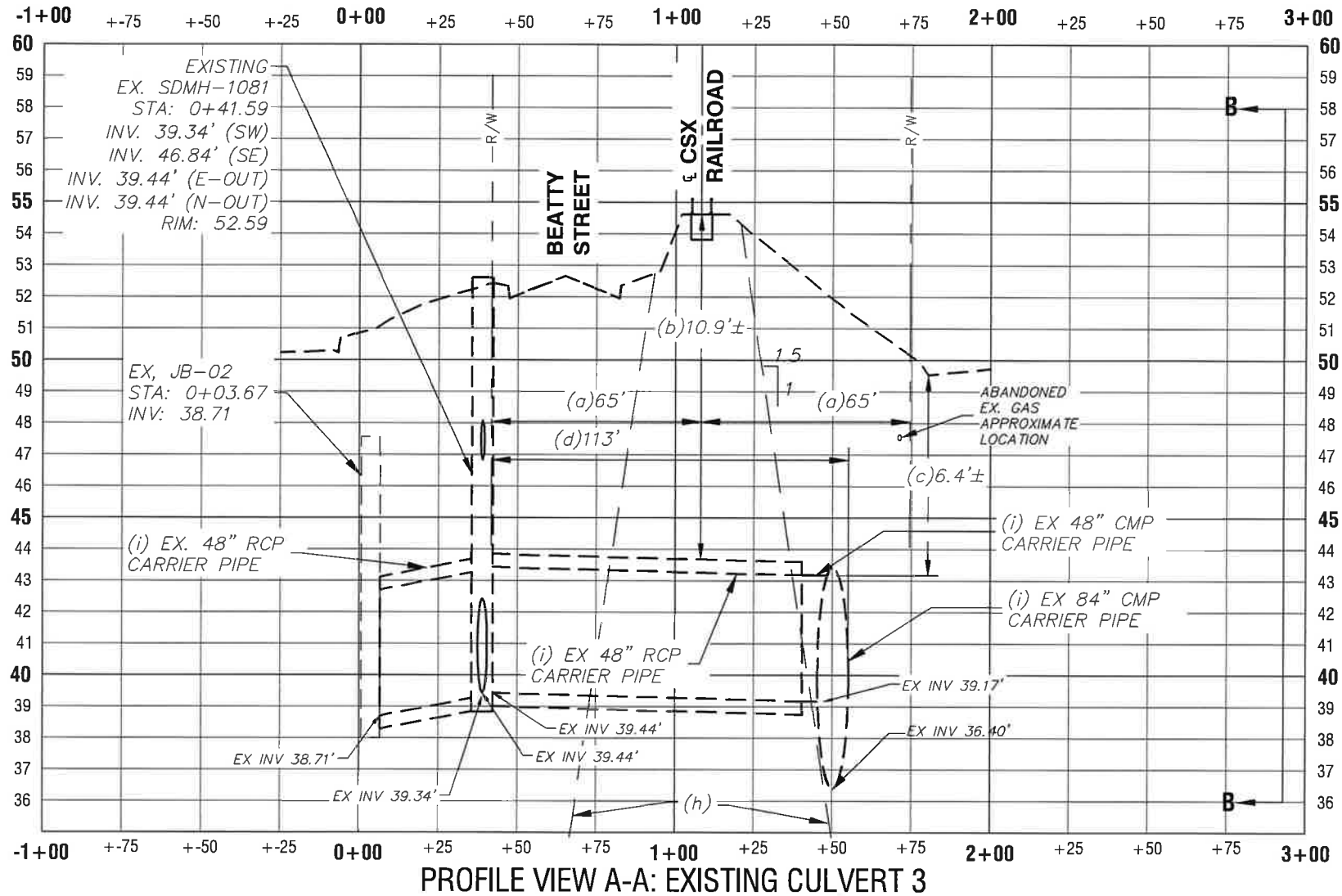
LOCATION: CULVERT 2 BEATTY STREET,
GREENVILLE, NC

LATITUDE: N035.601052
LONGITUDE: W077.380974

DRAWING NO.: G-1272B-Y SHEET 2 OF 2

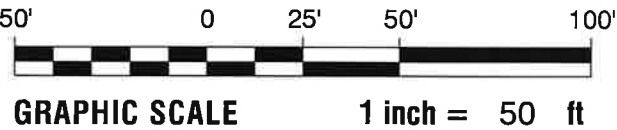
DRAWING DATE: 04/30/24 LAST REVISED:

DRAWING SCALE: 1 INCH = 50 FEET



CROSS SECTION VIEW B-B:
EXISTING CULVERT 3

PROFILE VIEW -
EXISTING CULVERT 3



CSX PROPERTY SERVICES REVIEW
☒ No Exceptions ☐ Exceptions Noted
This review is for the general conformance with CSX utility design specifications only. Sole responsibility for all aspects of the overall design shall remain with the facility owner. This review does not constitute approval to proceed without meeting all of CSX's safety and contractual requirements.
By: *[Signature]*

LEGEND		CSX PIPELINE SPEC. REFERENCE	PIPELINE CONTENT DETAILS		
LETTER	DESCRIPTION		COMMODITY DESCRIPTION:	STORMWATER	
(a)	Distance from centerline of track to CSX R/W		MAXIMUM OPERATING PRESSURE:	N/A	
(b)	Distance from base-of-rail to top of casing		IS COMMODITY FLAMMABLE:	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
(c)	Distance from base-of-ditch to top of casing		CARRIER/ CASING PIPE DETAILS		
(d)	Total length of pipe on CSX R/W			CARRIER PIPE	CASING PIPE
(e)	Distance from centerline of nearest track to face of pits at a 90 degree angle to the track(s) – N/A		PIPE MATERIAL:	REINFORCED CONCRETE PIPE	N/A
(f)	Distance from top-of-vent pipe at a 90 degree angle to the track(s) – N/A		MATERIAL SPECIFICATIONS & GRADE:	ASTM C-76, CLASS V	
			SPECIFIED MINIMUM YIELD STRENGTH:	3,000 LB/FT/FT	
(g)	Distance from centerline of track to vent pipe at a 90 degree angle to the track(s) – N/A		NOMINAL SIZE OUTER DIAMETER (INCHES):	58"	
			WALL THICKNESS (INCHES):	5"	
(h)	Theoretical Embankment Line: Starts 12' from centerline of track and extends away from track at a slope of 1.5' over and 1' down		TYPE OF SEAM:	NA	
			TYPE OF JOINTS:	TONGUE AND GROOVE, ASTM C443	
(i)	Carrier pipe diameter		TUNNEL LINER PLATES REQUIRED:	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
(j)	Casing pipe diameter		CATHODIC PROTECTION:	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	TYPE:
(k)	Depth of Launching/ Receiving Pit – N/A		PROTECTIVE COATING:	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	TYPE:
			TEMP TRACK SUPPORT OR RIP-RAP REQ.:	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	MUST DESCRIBE & SHOW ON DWG.

NC License: F-0334
Rivers
& ASSOCIATES, INC.
riversandassociates.com Since 1918
107 East Second Street
Greenville, NC 27858
(252) 752-4135
Engineers
Planners
Surveyors
Landscape Architects

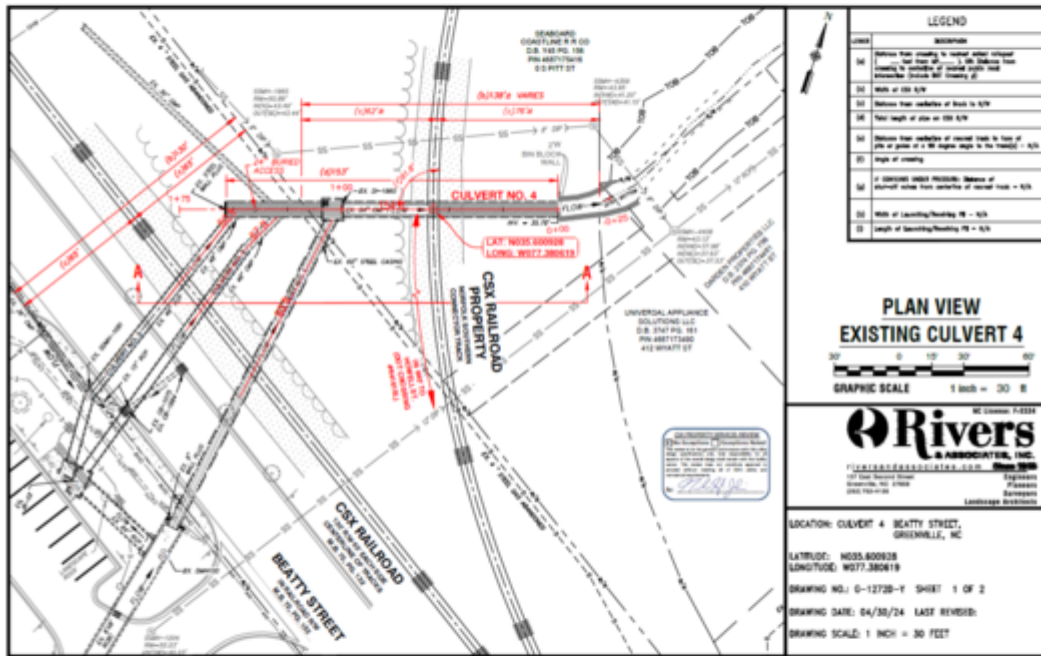
LOCATION: CULVERT 3 BEATTY STREET,
GREENVILLE, NC

LATITUDE: N035.601095
LONGITUDE: W077.380967

DRAWING NO.: G-1272C-Y SHEET 2 OF 2

DRAWING DATE: 04/30/24 LAST REVISED:

DRAWING SCALE: 1 INCH = 50 FEET





City of Greenville, North Carolina

Meeting Date: 02/10/2025

Title of Item: Resolution Authorizing the Filing of Applications to the U.S. Department of Homeland Security for the FY 2024 FEMA Building Resilient Infrastructure and Communities (BRIC) Grant Program for the Trafalgar Drive Infrastructure & Floodplain Benching Project and Lake Ellsworth Dam Scoping Project

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

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

The planning level details for this project are located in the Fork Swamp and Greens Mill Run Watershed Master Plans.

The projects were submitted as Letters of Interest to the NC Department of Emergency Management for preliminary review. The Letters of Interest slides are provided for the Trafalgar Drive Infrastructure & Floodplain Benching project and Lake Ellsworth Dam Scoping project in attachment B & C respectively.

Fiscal Note: The total amount for the Trafalgar Drive Infrastructure & Floodplain Benching project is estimated to be \$3,100,000. The total required non-federal match if awarded would be \$775,000.

The total amount for the Lake Ellsworth Dam Scoping project is estimated to be \$600,000. The total required non-federal match if awarded would be \$150,000.

The funding for the non-federal match will come from the Stormwater Utility Fund.

Recommendation: Adopt the attached resolution approving the grant request and authorizing the filing and execution of the application for the FY 2024 FEMA Building Resilient Infrastructure and Communities (BRIC) Grant Program for the Trafalgar Drive Infrastructure & Floodplain Benching Project and Lake Ellsworth Dam Scoping Project.

ATTACHMENTS

- ☐ [Attachment A-2024_BRIC_Resolution_Trafalgar_&_Ellsworth.doc](#)
- ☐ [Attachment B-BRIC_2024_LOI_Trafalgar_Dr_Slides.pdf](#)
- ☐ [Attachment C-BRIC_2024_LOI_Lake_Ellsworth_Slides.pdf](#)

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE FILING OF APPLICATIONS TO THE
U.S. DEPARTMENT OF HOMELAND SECURITY FOR THE FY2024 FEMA BUILDING
RESILIENT INFRASTRUCTURE AND COMMUNITIES GRANT PROGRAM
FOR THE TRAFALGAR DR INFRASTRUCTURE & FLOODPLAIN BENCHING PROJECT
AND LAKE ELLSWORTH DAM SCOPING PROJECT.

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

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

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

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

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

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

WHEREAS, the deadline for final application by the State of North Carolina is April 9, 2025; and

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

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

1. That the City Manager is authorized to execute and file two applications on behalf of the City of Greenville with the U.S. Department of Homeland Security and the North Carolina Department of Emergency Management to aid in the financing of planning, design, and construction of stormwater infrastructure project titled Trafalgar Dr Infrastructure & Floodplain Benching and the capabilities and capacity building project titled Lake Ellsworth Dam Scoping.

2. That the City Manager is authorized to execute and file the Assurances and other documents the Federal Emergency Management Agency requires before awarding a Federal assistance grant or cooperative agreement.
3. That the City Manager is authorized to submit additional information as the Federal Emergency Management Agency or the North Carolina Department Emergency Management may require in connection with the applications or projects.
4. That the City Manager is authorized to set forth and execute affirmative minority business policies in connection with the project.
5. That after certification of funds by the Chief Financial Officer, the City Manager is hereby authorized to execute the grant agreements on behalf of the City of Greenville and that their signature constitutes acceptance of the terms and conditions of the grant agreements.

ADOPTED this the 10th day of February, 2025.

P.J. Connelly, Mayor

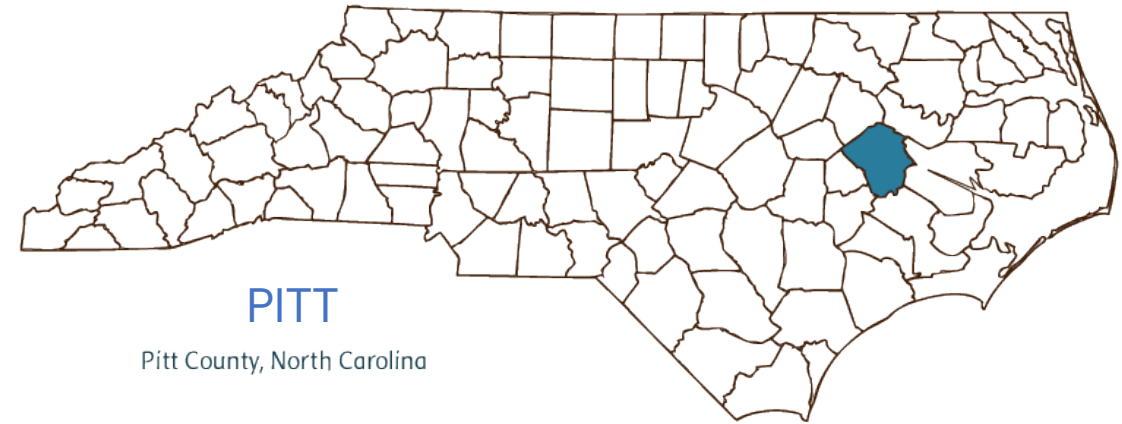
CERTIFICATION

The undersigned duly qualified City Clerk, acting on behalf of the City of Greenville, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Greenville City Council on 10th day of February, 2025.

Valerie Shiuwegar, City Clerk

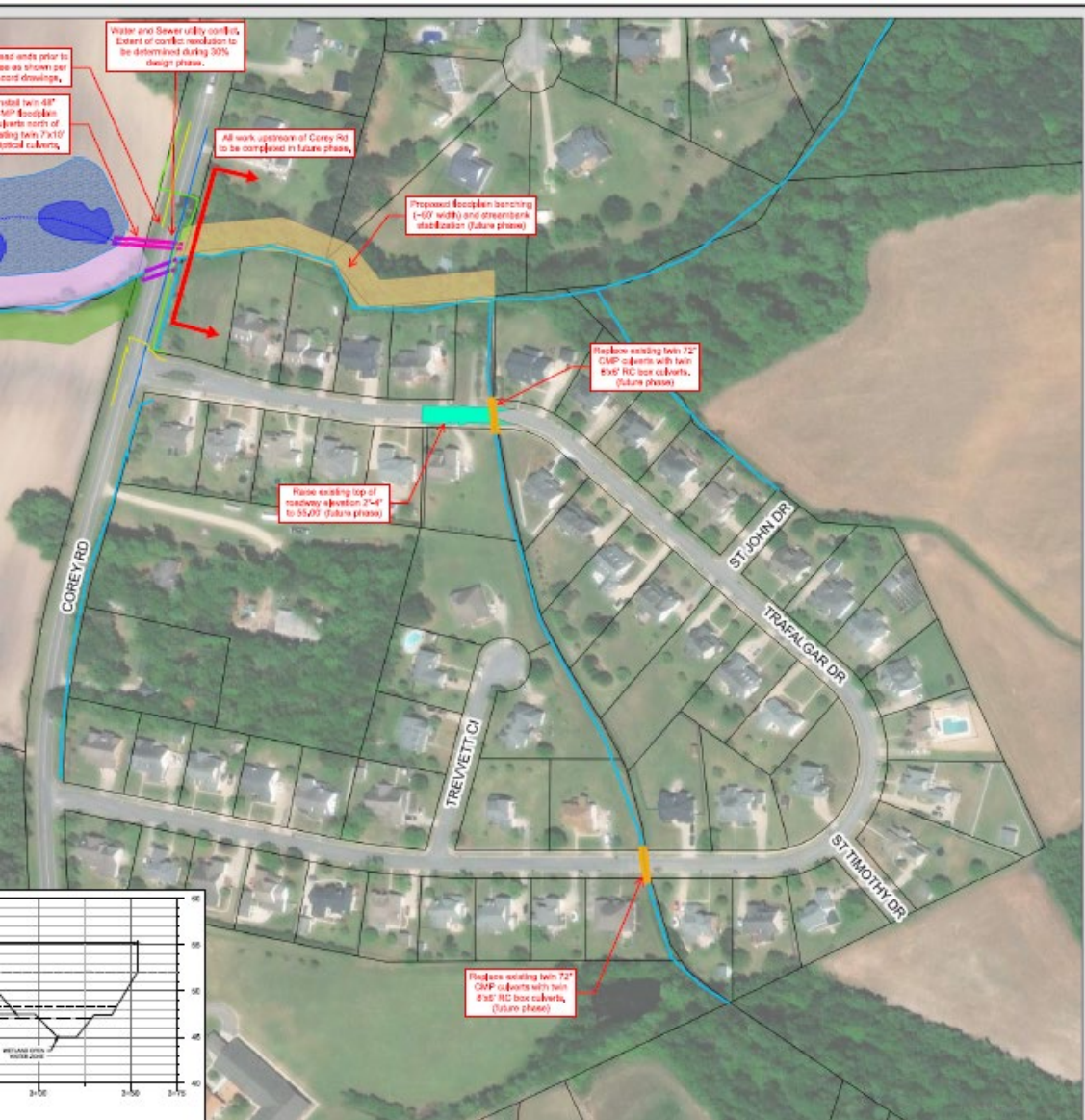
Date

SEAL



- Seeking \$2,325,000  75%
Total Project Cost \$3,100,000

For floodplain benching and drainage improvements at Trafalgar Dr to protect a roadway & infrastructure and reduce flood risk to 25 residences.



Drainage Improvements and Floodplain
Benching at Trafalgar Drive

The Problem



- South and North culverts do not meet the design standard of 25-YR LOS. In flood event, 24 homes are left with no alternative route to or from their homes. Required to realize the full benefits of the Corey Road Drainage Improvements.



- Residents at Trafalgar Drive are exposed and vulnerable to flooding in a 25-year rain event.



- The proposed project will reduce flooding at two road crossings, removing at least 6 properties from the 25-year and 100-year floodplains.

Partners:

- Pitt County
- Town of Winterville
- Town of Ayden
- East Carolina University
- Pitt Community College

Nature-based solutions:

- Reconnected Floodplain
- Native plantings
- Riparian zone buffer

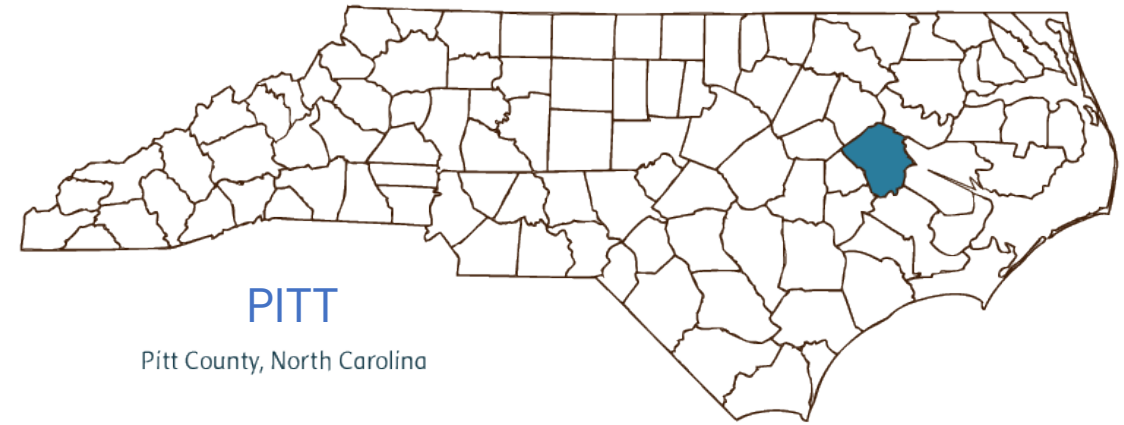
Community-wide benefits or affects to disadvantaged communities:

- Better floodplain function
- Increased water quality
- Reduction of flood risk to 25 residential parcels.



Drainage Improvements and Floodplain
Benching at Trafalgar Drive

City of Greenville



- Seeking \$450,000
Total Project Cost \$600,000

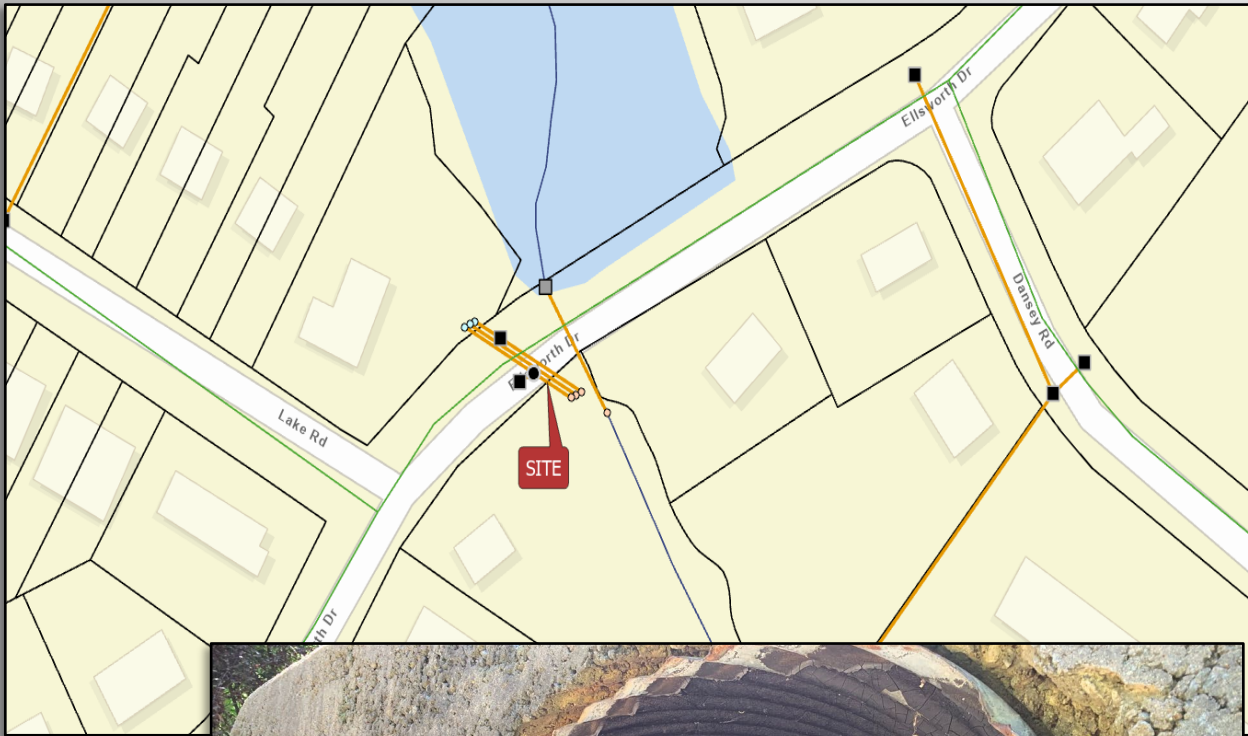
Scoping for future BRIC application to address the critical condition of the Lake Ellsworth Dam outlet and overflow piping.



Lake Ellsworth Dam Scoping
Capacity and Capability Building Project

City of Greenville

The Problem



- Lake Ellsworth overflow pipes underneath Ellsworth Dr are in critical condition. Ellsworth Dr is a heavily traveled collector street that is the main travel route in and out of the Lake Ellsworth Subdivision. The pipe sections and roadway at the immediate location are in danger of failure during a large storm event.



- Residents in the Lake Ellsworth neighborhood and traffic of around 18,500 trips/day are vulnerable to potential failure of this dam infrastructure.



- This scoping will assist with determining: the affected population, potential inundation areas upon failure, potential property damage, extent and scope of repairs needed, estimated project budget, and cost benefit analysis.



Lake Ellsworth Dam Scoping Capacity and Capability Building Project

City of Greenville

Partners:

- NC Dam Safety
- NC DOT
- Lakeside Apartments
- Various affected homeowners

Nature-based solutions:

- Scoping project will analyze how to incorporate nature based solutions into the design.

Community-wide benefits or affects to disadvantaged communities:

- Infrastructure protection
- Roadway protection with traffic of 18,500 trips per day
- Reduction of flood risk to downstream parcels.



City of Greenville, North Carolina

Meeting Date: 02/10/2025

Title of Item: Various Tax Refunds Greater Than \$100

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

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

<u>Payee</u>	<u>Adjustment Refunds</u>	<u>Amount</u>
Setner, Dean Edwards	Registered Motor Vehicle	653.04
Newell, Edward Eugene	Registered Motor Vehicle	494.10
Worthington, Keith Douglas	Registered Motor Vehicle	319.15
Gomes, Douglas Louis	Registered Motor Vehicle	303.72
Craven County Tax Office	Registered Motor Vehicle	301.78
Howell, Rakeesha Lavette	Registered Motor Vehicle	297.54
Kudzal, Ryan Francis	Registered Motor Vehicle	187.64
Blount, William Thomas Jr	Registered Motor Vehicle	182.43
Moore, Gloria Nobles	Registered Motor Vehicle	174.45
Best Manuel, Ebony Nikia	Registered Motor Vehicle	161.14
Makeba, Sid	Registered Motor Vehicle	150.69
Willets, Terry Wayne	Registered Motor Vehicle	144.16
Gallagher, Janis Escallier	Registered Motor Vehicle	129.31
Brooks, Amanda Turner	Registered Motor Vehicle	128.04
Brown, Tracy Shavender	Registered Motor Vehicle	103.74
Summer Green Llc	Business Personal Property	16,811.46
Broadstone Sports Portfolio Llc	Business Personal Property	9,962.21

Birdneck Point Llc	Business Personal Property	6,229.61
Gray Television Group Inc	Business Personal Property	4,158.11
Summer Green Llc	Business Personal Property	1,982.11
Medina, Cecilia	Individual Property Taxes	1,842.10
Ayden Gin Partners	Business Personal Property	1,522.67
Turner, Amy	Individual Property Taxes	1,250.33
Mcguire, Trevor D	Individual Property Taxes	1,117.55
Bond, Robyn Victoria	Individual Property Taxes	1,067.97
Settles, Mary	Individual Property Taxes	1,026.07
Corbett, Joyce Cobb	Individual Property Taxes	759.83
Glenn, Edward C	Individual Property Taxes	651.54
Eastwood, Shirley M	Individual Property Taxes	632.84
Velasquez, Wilfredo Lopez	Individual Property Taxes	334.46
Stallings Kachman Enterprises Llc	Business Personal Property	319.72
Glenn, Edwards C	Individual Property Taxes	230.81
May, Blanche E	Individual Property Taxes	229.00
Brown, Kay W	Individual Property Taxes	105.08

Fiscal Note: The total amount refunded is \$53,913.92

Recommendation: Approval of taxes refunded by City Council



City of Greenville, North Carolina

Meeting Date: 02/10/2025

<u>Title of Item:</u>	Boards and Commissions Presentation <ul style="list-style-type: none">• Environmental Advisory Commission
<u>Explanation:</u>	Boards and commissions are annually scheduled to make brief presentations to the City Council.
<u>Fiscal Note:</u>	No direct fiscal impact.
<u>Recommendation:</u>	Hear presentation from the Environmental Advisory Commission.



City of Greenville, North Carolina

Meeting Date: 02/10/2025

Title of Item: Ordinance to Amend the Manual of Fees to Update EMS and Parking Fees

Explanation: Attached for consideration at the February 10, 2025 City Council meeting is an ordinance updating the EMS Basic Transport Fees and Parking Fees.

EMS Basic Transport Fees (patient billing) are in place to recoup costs and are set by City Council based on established Medicare rates which are updated at the beginning of each calendar year. EMS Basic Transport Fees are determined by the service provided; the following terms are used to describe service types:

- Basic Life Support (BLS) - Medical evaluation, vital signs, bandaging, splinting, oxygen, etc.
- Advanced Life Support (ALS) - Medications, IVs, advanced airway procedures, heart monitoring, 12-lead EKGs, heart pacing, etc.
- Ground Mileage - Distance of transport with patient on board.

Everyone transported to the Emergency Department receives at least BLS level of care.

Changes to the Parking Fees are a result of City Council action at the January 9, 2025 meeting.

Fiscal Note: EMS fees are updated in accordance with fee guidelines published by Medicare.

Recommendation: Approve the ordinance to update the EMS Basic Transport Fees and Parking Fees.

ATTACHMENTS

☐ [Manual_of_fees_EMS & Parking_10FEB2025.pdf](#)

ORDINANCE NO. 25-
AN ORDINANCE AMENDING THE MANUAL OF FEES TO UPDATE THE EMS BASIC
TRANSPORT FEES AND PARKING FEES

WHEREAS, an amendment to the City of Greenville Manual of Fees is required to amend EMS Basic Transport Fees and Parking Fees;

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

Section 1: That the Manual of Fees of the City of Greenville, North Carolina, be and is hereby amended by updating the Manual of Fees as follows:

Greenville Fire/Rescue Department

EMS Basic Transport Fee

BLS (Basic Life Support Non-Emergency) (A0428)	Fee \$350.77
BLSE (Basic Life Support Emergency) (A0429)	\$561.22
ALS (Advanced Life Support) (A0426)	\$420.91
ALSE (Advanced Life Support) (A0427)	\$666.46
ALS2 (A0433)	\$964.60
Ground Mileage, Per Statute Mile (A0425)	\$11.90

Greenville Parking Fees

Leased Parking

Permit Barcode Replacement	Fee \$12.00
----------------------------	-----------------------

Parking Fees

Downtown City On-Street Parking	Two hours free; After two hours, the vehicles must be moved (to another surface lot if remaining downtown)
Parking Deck	Two Hours Free; \$0.75 per hour after second no maximum; 24 Hour Enforcement (Paid by Credit Card only)
Surface Lots	Two Hours Free; After

On-Street Parking

two hours, the vehicle must be moved (to another surface lot if remaining downtown)

Two Hours Free; After two hours, the vehicle must be moved (to another surface lot if remaining downtown)

Hooker Lot

Operated by Evans Street Properties, LLC

Greene Street Lot, Bonner's Lane, Clark & Atlantic Street Lot

City of Greenville

Employee-Only
parking

4th Street Badges - Replacement (Employee, Employer, and Resident)

\$25.00

Lot Operated by University Edge/Dickinson Lofts

According to the Lease Agreement and can increase by 200% annually

Towing & Wrecker Fees*

Towing Administrative Fee

\$30.00

Towing Operator Inspection Fee

\$25.00

Wrecker

\$20.00

*Note: Towing & Wrecker Fees have been moved at the Police Department's request due to Parking Enforcement moving to the Financial Services Department.

Section 2. The following fees are hereby removed:

Passport Parking App Convenience Fee

Repealed

*On Street increase by \$0.10 cent per year

Repealed

*Off Street increase by \$0.05 cent per year

Repealed

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. 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 5. This ordinance shall become effective immediately upon its adoption.

This the 10th day of February, 2025.

P. J. Connelly, Mayor

ATTEST:

Valerie Shiuwegar, City Clerk



City of Greenville, North Carolina

Meeting Date: 02/10/2025

Title of Item: Budget Ordinance Amendment #7 Amending the 2024-25 City of Greenville Budget (Ordinance #24-038), Sanitation Fund (Ordinance #24-038), Public Works Capital Project Fund (Ordinance #17-024), Engineering Capital Projects Fund (Ordinance #20-019), Community Development Capital Projects Fund (Ordinance #17-024), and Special Revenue Grant Fund (Ordinance #11-003)

Explanation: Attached for consideration at the February 10, 2025 City Council meeting is an ordinance amending the 2024-25 City of Greenville Budget (Ordinance #24-038), Sanitation Fund (Ordinance #24-038), Public Works Capital Project Fund (Ordinance #17-024), Engineering Capital Projects Fund (Ordinance #20-019), Community Development Capital Projects Fund (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	To recognize revenues from Hartford for insurance reimbursement, revenues for the Uptown Beautification Project, and revenues from GUC for a Disparity Study.	General	135,862
B	To transfer funds from Planning & Development for the purpose of needed funds for the UDO contract.	General, Community Development Capital Projects	12,000
C	Recognize revenues for Greenville Utilities Commission Energy Improvement Fund.	General, Community Development Capital Projects	12,237
D	Reallocate Street Improvement funds from Public Works to Engineering	Public Works Capital Projects Fund Engineering Capital Projects Fund	- 307,239

E	Recognize revenues for the Natural Cultural Museum Grant	Grants Special Revenue Fund	30,689
F	Fund Balance Appropriation for Sanitation Assembly Room Renovation	Sanitation Fund	1,395,899
G	Additional 2.5 FTEs in Recreation and Parks	General	-

Fiscal Note:

The Budget Ordinance Amendment affects the following funds:

<u>Fund</u>	<u>2024-25 Original Budget</u>	<u>Amendment #7</u>	<u>2024-25 Budget per Amend #7</u>
General	\$119,219,262	\$135,862	\$119,335,124
Debt Service	7,368,819	-	7,368,819
Public Transportation (Transit)	8,709,256	-	8,709,256
Fleet Maintenance	6,880,638	-	6,880,638
Sanitation	11,351,062	1,395,899	12,746,961
Stormwater	13,918,081	-	13,918,081
Housing	2,115,598	-	2,115,598
Health Insurance	14,521,684	-	14,521,684
Vehicle Replacement	8,416,410	-	8,416,410
Facilities Improvement	1,926,915	-	2,001,915
Special Revenue Grants	19,862,010	30,689	19,892,699
Public Works Capital Projects	43,128,246	-	43,128,246
Recreation & Parks Capital Projects	14,277,262	-	14,277,262
Community Development Capital Projects	19,796,397	24,237	19,820,634
Occupancy Tax	4,699,328	-	4,699,328
Engineering Capital Projects	65,588,286	307,239	65,895,525
Fire/Rescue Capital Projects	12,317,183	-	12,317,183
Capital Project Management Fund	660,000	-	660,000
Donations	601,986	-	601,986
Enterprise Capital Projects	37,273,567	-	37,273,567
Pitt-Greenville Convention and Visitors Authority (CVA)	2,177,542	-	2,177,542
Opioid Settlement Fund	500,877	-	500,877

Recommendation:

Approve Budget Ordinance Amendment #7 amending the 2024-25 City of Greenville Budget (Ordinance #24-038), Sanitation Fund (Ordinance #24-038), Public Works Capital Project Fund (Ordinance #17-024), Engineering Capital

Projects Fund (Ordinance #20-019), Community Development Capital Projects Fund (Ordinance #17-024), and Special Revenue Grant Fund (Ordinance #11-003).

ATTACHMENTS

☐ [2025-7.pdf](#)

ORDINANCE NO.25-
CITY OF GREENVILLE, NORTH CAROLINA
Ordinance (#7) Amending the 2024-25 Budget (Ordinance #24-038), Sanitation Fund (Ordinance #24-038),
Public Works Capital Project Fund (Ordinance #17-024), Engineering Capital Projects Fund (Ordinance #20-019),
Community Development Capital Projects Fund (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 #24-038 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

Budget Amendment #7						
	2024-25 Revised Budget	A.	B.	Total Amend #7		2024-25 Budget per Amend #7
ESTIMATED REVENUES						
Property Tax	\$ 45,068,004	\$ -	\$ -	\$ -	\$	45,068,004
Sales Tax	31,630,000	-	-	-		31,630,000
Video Prog. & Telecom. Service Tax	650,000	-	-	-		650,000
Rental Vehicle Gross Receipts	177,000	-	-	-		177,000
Utilities Franchise Tax	6,900,000	-	-	-		6,900,000
Motor Vehicle Tax	1,706,000	-	-	-		1,706,000
Other Unrestricted Intergov't	905,000	-	-	-		905,000
Powell Bill	2,400,000	-	-	-		2,400,000
Restricted Intergov't Revenues	619,000	-	-	-		619,000
Licenses, Permits and Fees	5,545,000	-	-	-		5,545,000
Rescue Service Transport	3,839,000	-	-	-		3,839,000
Parking Violation Penalties, Leases,	625,000	-	-	-		625,000
Other Revenues	1,289,360	35,862	-	35,862		1,325,222
Interest on Investments	4,180,000	-	-	-		4,180,000
Transfers In GUC	8,594,000	100,000	-	100,000		8,694,000
Transfers from Other Funds	75,000	-	-	-		75,000
Appropriated Fund Balance	5,016,898	-	-	-		5,016,898
Total Revenues	\$ 119,219,262	\$ 135,862	\$ -	\$ 135,862	\$	119,355,124
APPROPRIATIONS						
Mayor/City Council	\$ 617,501	\$ -	\$ -	\$ -	\$	617,501
City Manager	3,689,688	-	-	-		3,689,688
City Clerk	440,055	-	-	-		440,055
City Attorney	817,633	-	-	-		817,633
Human Resources	3,961,805	-	-	-		3,961,805
Information Technology	4,789,723	-	-	-		4,789,723
Engineering	6,666,241	-	-	-		6,666,241
Fire/Rescue	21,228,610	-	-	-		21,228,610
Financial Services	4,214,165	-	-	-		4,214,165
Recreation & Parks	9,946,709	-	-	-		9,946,709
Police	33,699,535	15,862	-	15,862		33,715,397
Public Works	9,091,875	20,000	-	20,000		9,111,875
Planning & Development	3,043,128	-	(12,000)	-		3,043,128
Project Management	1,020,000	-	-	-		1,020,000
Neighborhood & Business Services	2,117,482	100,000	-	100,000		2,217,482
OPEB	700,000	-	-	-		700,000
Contingency	27,000	-	-	-		27,000
Indirect Cost Reimbursement	(1,950,887)	-	-	-		(1,950,887)
Total Appropriations	\$ 104,120,264	\$ 135,862	\$ (12,000)	\$ 135,862	\$	104,256,126
OTHER FINANCING SOURCES						
Transfers to Other Funds	\$ 15,098,998	\$ -	\$ 12,000	\$ -	\$	15,098,998
Total Other Financing Sources	\$ 15,098,998	\$ -	\$ 12,000	\$ -	\$	15,098,998
Total Approp & Other Fin Sources	\$ 119,219,262	\$ 135,862	\$ -	\$ 135,862	\$	119,355,124

Section II: Estimated Revenues and Appropriations. Sanitation Fund, of Ordinance #24-038 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2024-25 Revised Budget	F.	Total Amend #7	2024-25 Budget per Amend #7
ESTIMATED REVENUES				
Special Fed/State/Loc Grant	\$ 50,000	\$ -	\$ -	\$ 50,000
Refuse Fees	8,526,000	-	-	8,526,000
Cart and Dumpster	225,000	-	-	225,000
Other Revenues	103,600	-	-	103,600
Appropriated Fund Balance	2,446,462	1,395,899	1,395,899	3,842,361
Total Revenues	\$ 11,351,062	\$ 1,395,899	\$ 1,395,899	\$ 12,746,961
APPROPRIATIONS				
Sanitation Fund	\$ 11,276,062	\$ 1,395,899	\$ 1,395,899	\$ 12,671,961
Transfer to FIP	75,000	-	-	\$ 75,000
Total Appropriations	\$ 11,351,062	\$ 1,395,899	\$ 1,395,899	\$ 12,746,961

Section III: Estimated Revenues and Appropriations. Public Works Capital Project Fund, of Ordinance #17-024 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2024-25 Revised Budget	D.	Total Amend #7	2024-25 Budget per Amend #7
ESTIMATED REVENUES				
Occupancy Tax	\$ 422,610	\$ -	\$ -	\$ 422,610
Transfers from Other Funds	24,699,878	-	-	24,699,878
Other Income	2,731,245	-	-	2,731,245
Spec Fed/State/Loc Grant	5,137,777	-	-	5,137,777
Long Term Financing	7,950,000	-	-	7,950,000
Appropriated Fund Balance	2,186,736	-	-	2,186,736
Total Revenues	\$ 43,128,246	\$ -	\$ -	\$ 43,128,246
APPROPRIATIONS				
Stantonsburg Rd./10th St Con Project	\$ 7,191,050	\$ -	\$ -	\$ 7,191,050
Streets Modular Buildings	750,000	-	-	750,000
Sidewalk Development Project	791,287	-	-	791,287
Gateway Sign Project	350,000	-	-	350,000
Energy Efficiency Project	777,600	-	-	777,600
Energy Savings Equipment Project	2,591,373	-	-	2,591,373
Convention Center Expansion Project	4,718,000	-	-	4,718,000
Pedestrian Improvement Project	210,761	-	-	210,761
Street Lights & Cameras	2,701,225	-	-	2,701,225
F/R Station 3 Parking Lot	139,551	-	-	139,551
F/R Station 2 Bay Expansion	244,655	-	-	244,655
Parking Lot Enhancements	4,866	-	-	4,866
Street Improvements Project	13,339,536	(307,239)	(307,239)	13,032,297
Safe Routes to School	1,409,463	-	-	1,409,463
Imperial Demolition	238,464	-	-	238,464
Parking Deck Safety Improvements	180,000	-	-	180,000
Emerald Loop Lighting Upgrades	200,000	-	-	200,000
CVA - Pedestrian Mall Renovation	326,042	-	-	326,042
Pipe Improvement Project	1,750,000	-	-	1,750,000
Transfer to Other Funds	2,950,135	307,239	307,239	3,257,374
Transfer to General Fund	636,801	-	-	636,801
Transfer to Street Improvement	1,002,567	-	-	1,002,567
Transfer to Recreation & Parks Capital	74,870	-	-	74,870
Transfer to Facilities Improvement	300,000	-	-	300,000
Transfer to IT Capital Projects Fund	250,000	-	-	250,000
Total Appropriations	\$ 43,128,246	\$ -	\$ -	\$ 43,128,246

**Section IV: Estimated Revenues and Appropriations. Engineering Capital Projects Fund, of Ordinance
#20-019 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:**

	2024-25 Revised Budget	D.	Total Amend #7	2024-25 Budget per Amend #7
ESTIMATED REVENUES				
Special Fed/State/Loc Grant	\$ 18,400,000	\$ -	\$ -	\$ 18,400,000
Restricted Intergovernmental - NCDOT	190,000	-	-	190,000
Transfer from ARPA Fund	9,813,000	-	-	9,813,000
Transfer from Capital Reserve	3,266,882	-	-	3,266,882
Transfer from Street Improvement Bond Fund	4,180,921	-	-	4,180,921
Transfer from Other Funds	2,736,022	307,239	307,239	3,043,261
Other In-kind Contributions	1,150,000	-	-	1,150,000
Transfer from General Fund	11,776,368	-	-	11,776,368
Transfer from Stormwater Utility	4,000,000	-	-	4,000,000
Sale of Property	1,433,040	-	-	1,433,040
Long Term Financing	8,642,053	-	-	8,642,053
Total Revenues	\$ 65,588,286	\$ 307,239	\$ 307,239	\$ 65,895,525
APPROPRIATIONS				
BUILD	\$ 48,956,506	\$ -	\$ -	\$ 48,956,506
Pavement Management Program	9,673,269	307,239	307,239	9,980,508
Employee Parking Lot	1,302,840	-	-	1,302,840
Ficklen Street Improvements	240,000	-	-	240,000
Dickinson Avenue Improvements	1,250,000	-	-	1,250,000
Mast Arm Project	45,000	-	-	45,000
4th Street Project	1,125,000	-	-	1,125,000
Traffic Safety Improvements	56,000	-	-	56,000
Arts District	885,000	-	-	885,000
North South Connector	1,500,000	-	-	1,500,000
ADA	-	-	-	-
Pavement Conditions	375,000	-	-	375,000
Transfer to General Fund	179,671	-	-	179,671
Total Appropriations	\$ 65,588,286	\$ 307,239	\$ 307,239	\$ 65,895,525

**SectionV: Estimated Revenues and Appropriations. Community Development Capital Projects Fund, of Ordinance
#17-024 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:**

	2024-25 Revised Budget	B	C	Total Amend #7	2024-25 Budget per Amend #7
ESTIMATED REVENUES					
Transfers In / CD Small Business	\$ 4,997,546	\$ -	\$ -	\$ -	\$ 4,997,546
Transfers / Ctr City Rev Project	160,500	-	-	-	160,500
Transfers / Trans from Energy Eff	275,000	-	-	-	275,000
Transfers from General Fund	1,282,170	12,000	-	12,000	1,294,170
Rstrc Intgv / Spec ST Fed Grant	1,450,000	-	-	-	1,450,000
Rstrc Intgv / Grant Proceeds	7,500	-	-	-	7,500
Investment Earnings	399,640	-	-	-	399,640
Bond Proceeds	10,048,747	-	-	-	10,048,747
Comm Dev / Sale of Property	422,088	-	-	-	422,088
Rental Income	316,117	-	-	-	316,117
Other Revenues	437,089	-	12,237	12,237	449,326
Total Revenues	\$ 19,796,397	\$ 12,000	\$ 12,237	\$ 24,237	\$ 19,820,634
APPROPRIATIONS					
GUC Energy Improvement Program	\$ 100,000	\$ -	\$ 12,237	\$ 12,237	\$ 112,237
West Greenville Revitalization Proj	6,270,918	-	-	-	6,270,918
Center City Revitalization Project	5,349,156	-	-	-	5,349,156
Energy Efficient Revolving Loan Prog	1,600,000	-	-	-	1,600,000
4th Street Parking Garage Project	5,194,153	-	-	-	5,194,153
Imperial Site Purchase	957,035	-	-	-	957,035
Zoning Ordinance Update	242,170	12,000	-	12,000	254,170
Transfer to R&P Capital Project	82,965	-	-	-	82,965
Total Appropriations	\$ 19,796,397	\$ 12,000	\$ 12,237	\$ 24,237	\$ 19,820,634

Section VI: 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:

	2024-25 Revised Budget	E.	Total Amend #7	2024-25 Budget per Amend #7
ESTIMATED REVENUES				
Special Fed/State/Loc Grant	\$ 16,124,253	\$ 30,689	\$ 30,689	\$ 16,154,942
CARES Act Funding	1,526,923	-	-	1,526,923
Transfer From General Fund	1,812,627	-	-	1,812,627
Transfer From Pre-1994 Entitlement	27,419	-	-	27,419
Transfer from Other Funds	107,895	-	-	107,895
Other Income	262,893	-	-	262,893
Total Revenues	\$ 19,862,010	\$ 30,689	\$ 30,689	\$ 19,892,699
APPROPRIATIONS				
Personnel	\$ 2,306,650	\$ 13,200	\$ 13,200	\$ 2,319,850
Operating	6,567,079	17,489	17,489	6,584,568
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	53,522	-	-	53,522
Justice Assistance Grant 2024	46,731	-	-	46,731
Project Lucky - Job Creation Grant	100,000	-	-	100,000
Energy Efficient Conservation Block Grant	146,850	-	-	146,850
Assistance to Fire Fighters Grant	404,438	-	-	404,438
USAR	94,000	-	-	94,000
Body Worn Cameras	1,400,000	-	-	1,400,000
Transfer to Other Funds	1,375,877	-	-	1,375,877
Boviet Solar Economic Development	2,666,666	-	-	2,666,666
Governor's Highway Safety Program	31,000	-	-	31,000
Total Appropriations	\$ 19,862,010	\$ 30,689	\$ 30,689	\$ 19,892,699

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

Adopted this 10th day of February, 2025

P. J. Connelly, Mayor

ATTEST:

Valerie P. Shiuwegar, City Clerk