

PROJECT 8.11266  
EDGECOMBE COUNTY

MEMORANDUM OF UNDERSTANDING BETWEEN THE NORTH CAROLINA STATE  
HIGHWAY COMMISSION AND THE U. S. CORPS OF ENGINEERS  
FOR COOPERATIVE DIKE AND HIGHWAY PROJECT

THIS MEMORANDUM OF UNDERSTANDING, entered into this  
4th day of January 1966, between the UNITED STATES  
OF AMERICA (hereinafter called the "Government"), represented  
by the Contracting Officer executing this Agreement, and NORTH  
CAROLINA STATE HIGHWAY COMMISSION, an agency organized and  
existing under the laws of the State of North Carolina, with  
its principal office in the City of Raleigh, State of North  
Carolina (hereinafter called the "Commission"), represented by  
the Highway Administrator executing this Agreement; WITNESSETH  
THAT:

WHEREAS, the Government, under the authority of Section 205  
of the Flood Control Act of 1948, as amended (10 U.S.C. 2304(a)(10)),  
has elected to construct an earthen dike along the Tar River in  
the vicinity of Princeville, North Carolina, for the purpose of  
protecting certain lands from damage due to flood waters; and

WHEREAS, the Commission proposes to construct a section of  
public highway in the vicinity of Princeville, North Carolina,  
said highway to be identified as a part of U. S. Highway No. 64  
and to be known as the "U. S. Highway 64 Tarboro Bypass; and

WHEREAS, the proposed U. S. Highway 64 Bypass will be con-  
structed so as to intersect the centerline of the Princeville  
Dike at a point identified as Station 98+39.8 Dike Section "A",  
and Highway Subtangent Station 64+00 (L3); the centerline of  
proposed highway to coincide with the alignment of the dike,  
a distance of approximately 3176 feet to a point identified as  
Station 0+15.84 Dike Section "B", and Highway Centerline Sta-  
tion 95+75.93 (L3); and

WHEREAS, it is considered desirable and in the best in-  
terests of the Government and the Commission to construct that  
portion of proposed highway which coincides with the dike in  
such manner as to serve the intended purposes of the dike, thus  
supplanting the coincident section of the dike; and

ATTACHMENT B

WHEREAS, certain deviations from the design characteristics and procedures normally and customarily employed by the Commission in construction of earthen highway fills are required in order that the section of proposed highway coincident with the dike will serve the intended purposes of the dike; and

WHEREAS, the benefits derived as a result of this cooperative effort will accrue to each party hereto equally, requiring no exchange of monies;

NOW THEREFORE, in consideration of the performance of the mutual covenants and agreements hereinafter set forth, it is mutually agreed as follows:

1. Obligations of the Commission.

a. The Commission will provide an earthen fill, constructed to the elevations, dimensions, and typical cross sections as shown on Drawing No. PTR 65-3 dated 29 October 1965. Such drainage structures, culverts (including flap gates) and erosion control measures as required, will be provided by the Commission in conjunction with the highway construction. The construction will meet as a minimum the criteria set forth in the attached drawing. The estimated completion date of proposed embankment as described hereinbefore is November 1, 1966: ~~however, this Memorandum of Understanding will in no way bind the Commission to complete the above work by the estimated completion date.~~ B  
2.3

b. The Commission will provide and deliver to the Contracting Officer such permits and/or rights of entry as may be required to allow the Government and its contractors to perform dike construction of rights-of-way owned by or under control of the Commission, as necessary to connect and join the dikes being constructed by the Government to the Commission's highway fill at the points designated on attached drawing.

c. The terms of this Memorandum of Understanding will in no way require the Commission to construct facilities beyond the limits of the rights-of-way owned by or under control of the Commission.

2. Obligations of the Government. The Government agrees that it will, through its agent, construct such sections of a dike as required to connect and join said dike with the proposed highway fill to be constructed by the Commission. The Government

reserves the right to complete and terminate its dike construction at Station 97+53, Dike Section A, and begin construction of Dike Section B at Station 0+61, prior to completion of such highway.

3. Ownership and Conduct of the Work. All facilities constructed within the rights-of-way owned by or under control of the Commission will remain the property of the Commission. The Commission will be responsible for all work and services performed in providing the construction described hereinbefore including future maintenance. The Contracting Officer shall be available to the Commission for consultation and advice.

4. Inspection. The Government shall have the right to inspect the work to be performed hereunder at any time during the progress and to make such final inspection as it desires after completion of work. Any recommendations made by the Government regarding the construction shall be transmitted to the Chief Engineer of the Commission for consideration and disposition.

5. Definitions. As used throughout this Memorandum of Understanding, the following terms shall have the meaning set forth as below:

a. The term "Commission" means the North Carolina State Highway Commission and any officer or employee of the Commission duly authorized to act on its behalf.

b. The term "Contracting Officer" means the person executing this Memorandum of Understanding on behalf of the Government, and any other officer or civilian employee who is properly designated Contracting Officer; and the term includes, except as otherwise provided in the Memorandum of Understanding the authorized representative of a Contracting Officer acting within the limits of his authority.


IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the day and year above written.

Attachment

Drawing No. PTR  
65-3, 29 October 1965

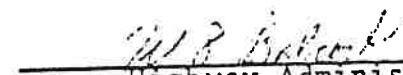
THE UNITED STATES OF AMERICA

By

  
BEVERLY C. SNOW, JR.  
Colonel, Corps of Engineers  
District Engineer

NORTH CAROLINA STATE HIGHWAY COMMIS

By

\_\_\_\_\_  
  
Highway Administrator

September 17, 1999

Construction Branch

SUBJECT: Princeville Dike, Tar River, Edgecombe County,  
North Carolina

Ms. Sandra White, Town Manager  
Town of Princeville  
Post Office Box 1527  
Princeville, North Carolina 27886-1527

CESAW-TS-O/Knowlton *AK*  
CESAW-TS-CM/Figgins *ST*  
CESAW-TS-C/Kadala *SC*  
Mail 9/17/99 Fax \_\_\_\_\_  
CESAW-TS-CM/  
Correspondence File

Dear Ms. White:

On August 24, 1999 I met with your representative, Mr. Milton Johnson, and representatives of Envirolink, Inc., your maintenance contractor and Mr. Greg Beck of the Edgecombe County Emergency Services Office to inspect the condition of the Princeville Dike and to review maintenance requirements for the project.

One of the primary issues discussed involved changes to the required maintenance due to U.S. Highway 64 embankment construction since the inception of the Princeville Dike Project. Based on our inspection the new U.S. 64 construction has rendered section "B" of the Princeville Dike unnecessary for flood control purposes and, therefore, removed any requirement to maintain that portion of the project. Section "A" of the Princeville Dike project from sta 0+00 to its intersection with US 64 embankment at approximately sta. 97+00 remains a viable flood protection feature and must be maintained in accordance with the requirements outlined in the Maintenance Manual for the project.

During our joint inspection there were several discussions concerning the maintenance requirements for the project. In order to clarify many of the issues raised, I am enclosing additional copies of the Maintenance Manual for your use. In

addition, I am also providing additional copies of the manual to the Edgecombe County Emergency Services office and the contractor, Envirolink, Inc. with a copy of this letter.

If you should have any further questions or concerns, please do not hesitate to call me at (910) 251-4464.

Sincerely;

Philip S. Kadala  
Chief, Construction Branch

Copies Furnished with Enclosure:

Mr. Milton Johnson  
Town of Princeville  
Post Office Box 1527  
Princeville, North Carolina 27886

Mr. James Mercer  
Edgecombe County Emergency Services  
Post Office Box 10  
Tarboro, North Carolina 27886

Mr. John Boykin  
Envirolink, Inc.  
Post Office Box 670  
Bailey, North Carolina 27807



**DEPARTMENT OF THE ARMY  
WILMINGTON DISTRICT, CORPS OF ENGINEERS**

P. O. BOX 1890  
WILMINGTON, NORTH CAROLINA 28402-1890

IN REPLY REFER TO

July 18, 2006

Mr. Butch Beach  
Acting Director, Edgecombe County Emergency Services  
P.O. Box 10  
201 St. Andrew Street  
Tarboro, NC 27886

Dear Mr. Beach:

On June 19 2006, Mr. Ray Batchelor, Mr. Ed Dunlop, and Mr. Carl Smalley of the Wilmington District, accompanied by yourself and Mr. Jimmy Price, met with Mr. Bobby Lewis and Mr. Ron Keeter of the North Carolina Department of Transportation (NCDOT) to discuss the maintenance of section "B" of the Princeville Flood and Storm Damage Reduction Project in Edgecombe County, North Carolina. This meeting was also to address concerns raised in the U.S. Army Corps of Engineers inspection report dated March 22 2006.

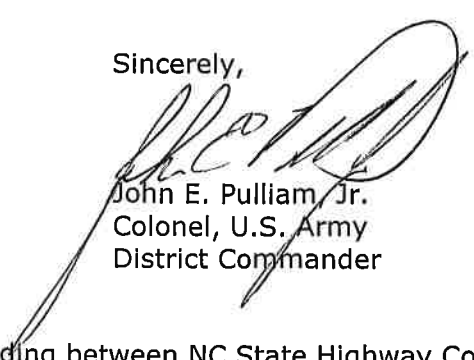
During this meeting, NCDOT was informed of a Memorandum of Understanding between the North Carolina State Highway Commission and the Wilmington District dated January 04 1966. This agreement stated that the NCDOT will be responsible for maintenance of all facilities constructed within the rights-of-way owned or under control of the NCDOT. A copy of this agreement has been faxed to Mr. Lewis and is enclosed with this letter. During this meeting, Mr. Lewis agreed to the maintenance of the structures along US 64 and suggested setting up an agreement with Edgecombe County to perform the required maintenance. NCDOT would reimburse them the cost of maintenance on the section of US 64 necessary for proper flood damage reduction of Princeville.

Another concern was that Edgecombe County was informed in a letter from the Wilmington District, dated September 17 1999, that sections B and C were not necessary since US 64 served as the dike. For this reason, sections B and C have not had routine maintenance performed. The drainage structures under US 64 in the vicinity of Sections B and C do not have any back flow devices. The back flow devices in the dike are needed to prevent water from backing up the drainage ditches. Since the primary concern of the Wilmington District in sections B and C are the flap gates, it is our decision that the County only has to maintain the areas required for proper operation of the back flow devices in Sections B and C. Since US 64 serves the necessary above-ground flood damage reduction purposes of Sections B and C, the above-ground portions of these sections do not require maintenance as currently constructed.

The railroad closure structure was inspected to evaluate alterations to the structure to close a gap between the bottom stoplog and the concrete sill created by rail modifications. Options discussed to fill the gap between the bottom stoplog and the concrete sill were: anchor bolt a planed timber member to the concrete sill or bolt planed timber member to the underside of the bottom stoplog; anchor bolt a steel channel filled with elastomeric material to the concrete sill; or build up the concrete sill with asphalt or concrete. Any of these options will be acceptable as long as the material is permanently attached to either the concrete sill or the bottom stoplog.

If you have any questions, please contact Mr. Ron Stirrat, Chief, Emergency Management Division. He may be reached at 910-251-4944 or e-mail [ronald.p.stirrat@saw02.usace.army.mil](mailto:ronald.p.stirrat@saw02.usace.army.mil).

Sincerely,



John E. Pulliam, Jr.  
Colonel, U.S. Army  
District Commander

Enclosures

1. Memorandum of Understanding between NC State Highway Commission and U.S. Corps of Engineers for Cooperative Dike and Highway Project dated 04 January 1966
2. Letter from Phil Kadala, U.S. Army Corps of Engineers to Ms. Sandra White, Town Manager of Princeville dated 17 September 1999