Agenda

Greenville City Council

June 27, 2022
6:00 PM
City Hall Council Chambers, 200 West 5th Street

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

I. Call Meeting To Order

II. Invocation - Mayor Pro Tem Glover

III. Pledge of Allegiance

IV. Roll Call

V. Approval of Agenda

VI. Special Recognitions

1. D.H. Conley High School Softball Team - 4A State Champions

2. Recognition of the Pitt County Wildcats Special Olympics Basketball Team.

VII. Public Comment Period

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

remains after all persons who registered have spoken, individuals who did not register will have an opportunity to speak until the allocated 30 minutes expires.

VIII. Appointments

3. Appointments to Boards and Commissions

4. Appointment to the Greenville ENC Alliance Board

IX. Consent Agenda

5. Contract with Cherry Bekaert, LLP for Auditing Services for Fiscal Year 2021-2022

6. Contract with The Ferguson Group for FY 2022-2023

7. Updates to Lease and Memorandum of Lease, and Execution of Termination of Memorandum of Agreement with Sidewalk Greenville, LLC

8. Adoption of Updated Boards & Commissions Policy

X. New Business

Public Hearings

9. Resolution and Development Agreement Between the City of Greenville and Taft Corporate Office, LLC Related to the Economic Development of City-Owned Property Located at 729 Dickinson Avenue

10. Resolution and Development Agreement Between the City of Greenville, Taft Corporate Office, LLC, and Stark Holdings, LLC Related to the Economic Development of Both Public and Private Property Located Along the Dickinson Avenue Corridor

Other Items of Business

11. Pitt County Arts Council at Emerge Fiscal Year 2022-23 Contract for Services

12. 2022 Proposed Uptown Parking Plan

13. Ordinance Amending Chapter 7 of Title 11 of the Greenville City Code Entitled Police-Initiated Tow Service Operations and Fees

14. Budget Ordinance Amendment #12 to the 2021-22 City of Greenville Budget (Ordinance #21-035), the Capital Projects Funds (Ordinance #17-024), and the Engineering Capital Projects Fund (Ordinance #20-019)

XI. City Manager's Report

XII. Comments from Mayor and City Council

XIII. Adjournment

City of Greenville, North Carolina

Meeting Date: 06/27/2022

Title of Item: Appointments to Boards and Commissions

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

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

- 7 seats on the Youth Council

Fiscal Note: No direct fiscal impact

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

ATTACHMENTS

June 2022 Appointments to Boards and Commissions (6.27).pdf

Appointments to Boards and Commissions

June 2022

Affordable Housing Loan Committee

Council Liaison:

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

Board of Adjustment

Council Liaison:

Name	District #	Current Term	Reappointment Status	Expiration Date
Rodney Bullock ***(Mayor Pro-Tem Rose Glover)***	2	Second term	Ineligible	June 2022
Nathan Brannon ***(Council Member Marion Blackburn)***	2	Filling unexpired term	Eligible	June 2022

Environmental Advisory Commission

Council Liaison:

Name	District #	Current Term	Reappointment Status	Expiration Date
David Ames	4	Second term	Ineligible	April 2022

Human Relations Council

Council Liaison:

Name	District #	Current Term	Reappointment Status	Expiration Date
Mark Rasdorf	4	First term	Resigned	September 2022

Multimodal Transportation Commission

Council Liaison:

Name	District #	Current Term	Reappointment Status	Expiration Date
Traye Smith	4	First term	Resigned	January 2023
Robert Edwards	3	Filling unexpired term	Eligible	January 2022

Pitt-Greenville Airport Authority

Council Liaison:

Name	District #	Current Term	Reappointment Status	Expiration Date
Eric Clark	4	Second term	Ineligible	June 2022

(Council Member Rick Smiley)

Pitt-Greenville Convention and Visitors Authority

Council Liaison:

Name	District #	Current Term	Reappointment Status	Expiration Date
Austin Hill	1	First term	Eligible	July 2022
Diane Taylor	5	First term	Eligible	July 2022
Dustin Mills	5	First term	Eligible	July 2022

(City recommendation; County Appointment)

Police Community Relations Committee

Council Liaison:

Name	District #	Current Term	Reappointment Status	Expiration Date
Kevon Gainer	1	Filling unexpired term	Resigned	October 2021

(Council Member Monica Daniels)

Planning and Zoning Commission

Council Liaison:

Name	District #	Current Term	Reappointment Status	Expiration Date
Billy Parker ***(Council Member Monica Daniels)***	1	First term	Eligible	June 2022
Les Robinson ***(Mayor PJ Connelly)***	5	Second term	Ineligible	June 2024

Recreation and Parks Commission

Council Liaison:

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

Youth Council

Council Liaison:

Name	Current Term	Reappointment Status	Expiration Date
9 spots open			

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

Applicants for
Affordable Housing Loan Committee

None.

Applicants for
Board of Adjustment

Tonya Foreman
2508A Brookville Drive
Greenville, NC 27834

District #: 2

Application 6/14/2022

Home Phone: (252) 327-2856
Business Phone:
Email: info@CAREE.today

Joshua Gardner
1905 East 8th Street
Greenville, NC 27858

District #: 3

Application 6/9/2022

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

Applicants for
Environmental Advisory Commission

Bill Redding
601 S. Elm St
Greenville, NC 27858

District #: 3

Application 3/17/2021

Home Phone: (252) 758-7292
Business Phone:
Email: billredding07@yahoo.com

Michael H Barnum
614 Maple St
Greenville, NC 27858

District #: 3

Application 12/11/2020

Home Phone: (252) 916-2608
Business Phone: (252) 916-2608
Email: mbarnum@suddenlink.net

Yoshi Newman
214 Quail Hollow Rd
Greenville, NC 27858

District #: 4

Application 5/1/2022

Home Phone: (563) 508-2377
Business Phone: (563) 508-2377
Email: dr.yoshi1000@gmail.com

Joshua Gardner
1905 East 8th Street
Greenville, NC 27858

District #: 3

Application 6/9/2022

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

Applicants for
Human Relations Council

Reginald Watson
211 Pin Oak Court
Greenville, NC 27834

District #: 5

Application 7/27/2020

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

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

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

Joshua Gardner
1905 East 8th Street
Greenville, NC 27858

District #: 3

Application 6/9/2022

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

Applicants for
Multimodal Transportation Commission

None.

Applicants for
Pitt-Greenville Airport Authority

None.

Applicants for
Pitt-Greenville Convention and Visitors Authority

Joel Sweeney
300 Westhaven Rd
Greenville, NC 27834

Application 6/13/2022

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

District #: 5

Applicants for
Police Community Relations Committee

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

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

Tonya Foreman
2508A Brookville Drive
Greenville, NC 27834

District #: 2

Application 6/14/2022

Home Phone: (252) 327-2856
Business Phone:
Email: info@CAREE.today

Applicants for
Planning and Zoning Commission

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

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

Applicants for
Recreation and Parks Commission

Joel Sweeney
300 Westhaven Rd
Greenville, NC 27834

District #: 5

Application 6/13/2022

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

Joshua Gardner
1905 East 8th Street
Greenville, NC 27858

District #: 3

Application 6/9/2022

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

Applicants for
Youth Council

Kalif Dowell D. H. Conley High School	**Application**	5/23/2022
Elijah Marcell Harris D. H. Conley High School	**Application**	6/10/2022

City of Greenville, North Carolina

Meeting Date: 06/27/2022

Title of Item: Appointment to the Greenville ENC Alliance Board

Explanation: In July 2019, the City of Greenville became a sustaining member of the Greenville ENC Alliance, a public-private partnership focused on economic development in Pitt County.

As a sustaining member, the City Council makes three appointments to the Greenville ENC Alliance Board, with at least one appointee being an elected official of the City of Greenville.

Members are appointed to one-year terms by a vote of the City Council that expire annually in June and are eligible for reappointment. The City Council at its June 9, 2022, meeting reappointed Council Member Will Bell and Mr. Robert Cherry to serve on the board. One more appointment by the City Council is needed.

Fiscal Note: No direct fiscal impact.

Recommendation: Make one appointment to the Greenville ENC Alliance Board.

City of Greenville, North Carolina

Meeting Date: 06/27/2022

Title of Item: Contract with Cherry Bekaert, LLP for Auditing Services for Fiscal Year 2021-2022

Explanation: Cherry Bekaert has been the City's auditor for the previous seven years, with the current engagement period beginning with Fiscal Year Ending June 30, 2021 and ending with the Fiscal Year ending June 30, 2022. The annual contract attached describes the auditing services for the Fiscal Year Ending June 30, 2022. The proposed contract will be for the second year of the three-year period. The proposed fees for auditing services for the fiscal year ending June 30, 2022 total $91,000, increased from $81,500 for Fiscal Year 2020-2021. The increase is due to increased cost for the auditors and is in line with increases at local and statewide governmental units.

Fiscal Note: In accordance with the firm's proposal, the cost of the audit for the Fiscal Year Ending June 30, 2022 will be $91,000. Funds for this contract are available in the Financial Services Department's budget.

Recommendation: Approve the auditing contract with Cherry Bekaert, LLP for the fiscal year ending June 30, 2022.

ATTACHMENTS

- **City of Greenville 6-30-22 Audit Eng Ltr - EL01.cleaned.pdf**
- **LGC contract Audit 2022**

Cherry Bekaert LLP
CPAs & Advisors

May 19, 2022

VIA EMAIL:
bhayes@greenvillenc.gov

Mr. Byron Hayes, Director of Financial Services
City of Greenville
P. O. Box 7207
Greenville, North Carolina 27835-7207

Dear Mr. Hayes:

This engagement letter between City of Greenville, North Carolina (hereafter referred to as the "City" or "you" or "your" or "management") and Cherry Bekaert LLP (the "Firm" or "Cherry Bekaert" or "we" or "us" or "our") sets forth the nature and scope of the services we will provide, the City's required involvement and assistance in support of our services, the related fee arrangements, and other Terms and Conditions, which are attached hereto and incorporated by reference, designed to facilitate the performance of our professional services and to achieve the mutually agreed-upon objectives of the City.

Summary of services

We will provide the following services to the City as of and for the year ended June 30, 2022:

Audit and attestation services

1. We will audit the basic financial statements of the City as of and for the year ended June 30, 2022 including the governmental activities, the business type activities, each major fund and the remaining fund information, including the disclosures.

2. We will audit the schedule of expenditures of federal and state awards. As part of our engagement we will apply certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America.

3. We will read the introductory section and statistical section accompanying the financial statements and consider whether a material inconsistency exists between the other information and the basic financial statements. In addition, we will remain alert for indications that a material inconsistency exists between the other information and knowledge obtained in the audit, or if such information contains a material misstatement of fact or is otherwise misleading. If based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

4. We will audit the supplementary information identified in the table of contents of the Annual Comprehensive Financial Report, such as the combining and individual fund statements and schedules. As part of our engagement, we will apply certain additional procedures, including comparing and reconciling such information directly to the

underlying accounting and other records used to prepare the financial statements or the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America.

5. We will apply limited procedures to the required supplementary information as listed in the table of contents (e.g., pension plan information or City's management's discussion and analysis (MD&A)), which will consist of inquiries of City's management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the financial statements.

Nonattest accounting and other services

We will provide the following additional services:

1. Complete the appropriate sections of and sign the Data Collection Form.

As part of our planning process, we have discussed with you your expectations of Cherry Bekaert, changes that occurred during the year, your views on risks facing you, any relationship issues with Cherry Bekaert, and specific engagement arrangements and timing. Our services plan, which includes our audit plan, is designed to provide a foundation for an effective, efficient, and quality-focused approach to accomplish the engagement objectives and meet or exceed the City's expectations. Our services plan will be reviewed with you periodically and will serve as a benchmark against which you will be able to measure our performance. Any additional services that you may request, and that we agree to provide, will be the subject of separate written arrangements.

The City recognizes that our professional standards require that we be independent from the City in our audit of the City's financial statements and our accompanying report in order to ensure that our objectivity and professional skepticism have not been compromised. As a result, we cannot enter into a fiduciary relationship with the City and the City should not expect that we will act only with due regard to the City's interest in the performance of this audit, and the City should not impose on us special confidence that we will conduct this audit with only the City's interest in mind. Because of our obligation to be independent of the City, no fiduciary relationship will be created by this engagement or audit of the City's financial statements.

The engagement will be led by April Adams, who will be responsible for assuring the overall quality, value, and timeliness of the services provided to you.

Audit and attestation services

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the provisions of Uniform Guidance; the Single Audit Act Amendments of 1996; State Single Audit Implementation Act and OMB *Guidance for Grants and Agreements* (2 CFR 200) and State Single Audit Implementation Act. The objective of our audit is to obtain reasonable assurance about whether the City's basic financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinion(s) about whether the City's basic financial statements are presented fairly, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the Summary of Services section when considered in relation to the basic financial statements

taken as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements in conformity with the basis of accounting noted above. The objective also includes reporting on:

- Internal control over financial reporting and compliance with the provisions of applicable laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and *Title 2 U.S. Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance") and the State Single Audit Implementation Act.

Auditor's responsibilities for the audit of the financial statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of accounting records, a determination of major programs in accordance with Uniform Guidance, and other procedures as deemed necessary to enable us to express such opinions about whether the financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America ("GAAP"). We will also:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Obtain an understanding of the City and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risk, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion(s). The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Nonattest accounting and other services

In connection with any of the audit, accounting, or other services noted below, we will provide a copy of all schedules or other support for you to maintain as part of your books and records supporting your basic financial statements. You agree to take responsibility for all documents provided by Cherry Bekaert and will retain copies based on your needs and document retention policies. By providing these documents to you, you confirm that Cherry Bekaert is not responsible for hosting your records or maintaining custody of your records or data and that Cherry Bekaert is not providing business continuity or disaster recovery services. You confirm you are responsible for maintaining internal controls over your books and records including business continuity and disaster recovery alternatives. In addition, any documents provided to Cherry Bekaert by the City in connection with these services will be considered to be copies and will not be retained by Cherry Bekaert after completion of the accounting and other services. You are expected to retain anything you upload to a Cherry Bekaert portal and are responsible for downloading and retaining anything we upload in a timely manner. Portals are only meant as a method of transferring data, are not intended for the storage of client information, and may be deleted at any time. You are expected to maintain control over your accounting systems to include the licensing of applications and the hosting of said applications and data. We do not provide electronic security or back-up services for any of your data or records. Giving us access to your accounting system does not make us hosts of information contained within.

The accounting and other services described in this section are nonaudit services, which do not constitute audit services under *Government Auditing Standards*, and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming City's management responsibilities.

In conjunction with providing these accounting and other services, we may use third party software or templates created by Cherry Bekaert for use on third party software. Management expressly agrees that the City has obtained no rights to use such software or templates and that Cherry Bekaert's use of the City's data in those applications is not deemed to be hosting, maintaining custody, providing business continuity, or disaster recovery services.

Accounting services

We will advise City's management about the application of appropriate accounting principles, and may propose adjusting journal entries to the City's financial statements. The City's management is responsible for reviewing the entries and understanding the nature of any proposed entries and the impact they have on the City's financial statements. If, while reviewing the journal entries, the City's management determines that a journal entry is inappropriate, it will be the City's management's responsibility to contact us to correct it.

Data collection form

We will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings. We will provide copies of our reports to the City; however, it is the City's management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal and state awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the designated federal audit clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period.

City's management responsibilities related to accounting and other services

For all nonattest services we perform in connection with the engagement, you are responsible for designating a competent employee to oversee the services, make any management decisions, perform any management functions related to the services, evaluate the adequacy of the services, retain relevant copies supporting your books and records, and accept overall responsibility for the results of the services.

Prior to the release of the report, the City's management will need to sign a representation letter acknowledging its responsibility for the results of these services, and acknowledging receipt of all appropriate copies.

City's management responsibilities related to the audit

The City's management is responsible for (1) designing, implementing, and maintaining internal controls, including internal controls over federal and state awards, and for evaluating and monitoring ongoing activities, relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that the City's management and financial information is reliable and properly reported. The City's management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal and state awards and all accompanying information in conformity with U.S. generally accepted accounting principles; and for

compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationship in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

The City's management is responsible for making all financial records and related information available to us, including additional information that is requested for purposes of the audit (including information from outside of the general and subsidiary ledgers), and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which it is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit and (4) unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the City involving (1) the City's management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, grantors, regulators, or other. In addition, you are responsible for identifying and ensuring that the City complies with applicable laws, regulations contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, or grant agreements that we report. Additionally, as required by the Uniform Guidance, it is the City's management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal and awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

The City's management is responsible for identifying all federal and state awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal and state awards (including notes and noncash assistance received, and COVID-19 related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal and awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal and awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal and state awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and state awards in accordance with the Uniform Guidance, (2) you believe the schedule of expenditures of federal and state

awards, including its form and content, is stated fairly in accordance with the Uniform Guidance, (3) the methods of measurement or presentation have not changed from those used in the prior period or, if they have changed, the reasons for such changes), and (4) the City has disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and state awards.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP, (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP, (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes), and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

The City's management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. The City's management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the *Audit and attestation services* section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing City's management views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

The City's management agrees to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal and state awards and disclosures, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal and state awards, and disclosures, and that you have reviewed and approved the financial statements, schedule of expenditures of federal and state awards, and disclosures prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Reporting

Our report will be addressed to the Council of the City. Circumstances may arise in which our report may differ from its expected form and content based on the result of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs to our auditor's report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also issue written reports upon completion of our Single Audit. The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Indemnification for known misrepresentations

The Firm will rely on the City's management providing the above noted representations to us, both in the planning and performance of the audit, and in considering the fees that we will charge to perform the audit.

Fees

The estimated fees contemplate only the services described in the Summary of Services section of this letter. You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you concerning the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter. If the City's management requests additional services not listed above, we will provide an estimate of those fees prior to commencing additional work.

The following summarizes the fees for the services described above:

Description of services	Estimated fee
Audit services	
Audit of the financial statements and two single audit major programs *	
Accounting services	
Completion of Data Collection Form	
Total	$ 91,000

*** Each major single audit program above the two major programs included will be charged at $4,000 to $5,000 per program.**

The fees will be billed periodically. Invoices are due on presentation. A service charge will be added to past due accounts equal to 1½% per month (18% annually) on the previous month's balance less payments received during the month, with a minimum charge of $2.00 per month.

If the foregoing is in accordance with your understanding, please sign a copy of this letter in the space provided and return it to us. No change, modification, addition, or amendment to this letter shall be valid unless in writing and signed by all parties. The parties agree that this letter may be electronically signed and that the electronic signatures will be deemed to have the same force and effect as handwritten signatures.

If you have any questions, please call April Adams at (919) 632-5878.

Sincerely,

CHERRY BEKAERT LLP

Cherry Bekaert LLP

ATTACHMENT – Engagement Letter Terms and Conditions

CITY OF GREENVILLE, NORTH CAROLINA

ACCEPTED BY: _____

TITLE: _____ DATE: _____

Cherry Bekaert LLP
Engagement Letter Terms and Conditions

The following terms and conditions are an integral part of the attached engagement letter and should be read in their entirety in conjunction with your review of the letter.

Limitations of the audit report

Should the City wish to include or incorporate by reference these financial statements and our report thereon into *any* other document at some future date, we will consider granting permission to include our report into another such document at the time of the request. However, we may be required by generally accepted auditing standards ("GAAS") to perform certain procedures before we can give our permission to include our report in another document such as an annual report, private placement, regulator filing, official statement, offering of debt securities, etc. You agree that the City will not include or incorporate by reference these financial statements and our report thereon, or our report into any other document without our prior written permission. In addition, to avoid unnecessary delay or misunderstandings, it is important to provide us with timely notice of your intention to issue any such document.

[**OPTIONAL WORDING**: If the locality objects to the wording in the paragraph above, it is acceptable to replace it with the following:

Any additional services that you may request, and that we agree to provide, will be the subject of separate written arrangements.

Should the City wish to include, publish. or otherwise reproduce the financial statements and our report thereon at a date subsequent to their original issuance, such as for inclusion in a bond offering, prospectus or similar document, our firm is presumed not to be associated with such document and we have no obligation to perform any procedures with respect to such document. In addition, you agree that the City will include in the offering statement the following language: "Cherry Bekaert LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Cherry Bekaert also has not performed any procedures relating to this official statement."]

If, however, the City's management takes certain actions, such as requesting a written consent from us prior to including our audit report in such an offering statement, our firm then becomes associated with the offering and in accordance with professional standards, we will be required to perform certain limited procedures with respect to unaudited information contained in the document. These procedures will be subject to separate written arrangements and fees.

Limitations of the audit process

In conducting the audit, we will perform tests of the accounting records and such other procedures as we consider necessary in the circumstances to provide a reasonable basis for our opinion on the financial statements. We also will assess the accounting principles used and significant estimates made by the City's management, as well as evaluate the overall financial statement presentation.

Our audit will include procedures designed to obtain reasonable assurance of detecting misstatements due to errors or fraud that are material to the financial statements. Absolute assurance is not attainable because of the nature of audit evidence and the characteristics of fraud. For example, audits performed in accordance with GAAS are based on the concept of

selective testing of the data being examined and are, therefore, subject to the limitation that material misstatements due to errors or fraud, if they exist, may not be detected. Also, an audit is not designed to detect matters that are immaterial to the financial statements. In addition, an audit conducted in accordance with GAAS does not include procedures specifically designed to detect illegal acts having an indirect effect (e.g., violations of fraud and abuse statutes that result in fines or penalties being imposed on the City) on the financial statements.

Similarly, in performing our audit we will be aware of the possibility that illegal acts may have occurred. However, it should be recognized that our audit provides no assurance that illegal acts generally will be detected, and only reasonable assurance that illegal acts having a direct and material effect on the determination of financial statement amounts will be detected. We will inform you with respect to errors and fraud, or illegal acts that come to our attention during the course of our audit unless clearly inconsequential. In the event that we have to consult with the City's counsel or counsel of our choosing regarding any illegal acts we identify, additional fees incurred may be billed to the City. You agree that the City will cooperate fully with any procedures we deem necessary to perform with respect to these matters.

We will issue a written report upon completion of our audit of the City's financial statements. If, for any reason, we are unable to complete the audit, or are unable to form, or have not formed an opinion on the financial statements, we may decline to express an opinion or decline to issue a report as a result of the engagement. We will notify the appropriate party within your organization of our decision and discuss the reasons supporting our position.

Audit procedures – general

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve professional judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by the City's management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the City or to acts by the City's management or employees acting on behalf of the City. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits, nor do they expect auditors to provide reasonable assurance of detecting waste and abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of the City's management of any

material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditor is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, funding sources, creditors and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal and state awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit procedures – internal controls

Our audit will include obtaining an understanding of the City and its environment, including internal controls relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion(s). The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control, including cybersecurity, and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards.*

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to the City‘s management and those charged with governance internal control related matters that are required to be communicated under American Institute of Certified Public Accountants (“AICPA”) professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit procedures - compliance

As part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws and regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal and state awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Nonattest services (if applicable)

All nonattest services to be provided in the attached engagement letter (if applicable) shall be provided pursuant to the AICPA Code of Professional Conduct. The AICPA Code of Professional Conduct requires that we establish objectives of the engagement and the services to be performed, which are described under nonattest services in the attached letter.

You agree that the City‘s designated individual will assume all the City‘s management responsibilities for the nonattest services we provide; oversee the services by designating an individual, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them. In order to ensure we provide such services in compliance with all professional standards, the designated individual is responsible for:

- Making all financial records and related information available to us
- Ensuring that all material information is disclosed to us
- Granting unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence
- Identifying and ensuring that such nonattest complies with the laws and regulations

The accuracy and appropriateness of such nonattest services shall be limited by the accuracy and sufficiency of the information provided by the City‘s designated individual. In the course of providing such nonattest services, we may provide professional advice and guidance based on knowledge of accounting, tax and other compliance, and of the facts and circumstances as provided by the City‘s designated individual. Such advice and guidance shall be limited as permitted under the AICPA Code of Professional Conduct.

Communications

At the conclusion of the audit engagement, we may provide the City‘s management and those charged with governance a letter stating any significant deficiencies or material weaknesses which may have been identified by us during the audit and our recommendations designed to help the City make improvements in its internal control structure and operations related to the identified matters discovered in the financial statement

audit. As part of this engagement, we will ensure that certain additional matters are communicated to the appropriate members of the City. Such matters include (1) our responsibilities under GAAS, (2) the initial selection of and changes in significant accounting policies and their application, (3) our independence with respect to the City, (4) the process used by City's management in formulating particularly sensitive accounting estimates and the basis for our conclusion regarding the reasonableness of those estimates, (5) audit adjustments, if any, that could, in our judgment, either individually or in the aggregate be significant to the financial statements or our report, (6) any disagreements with the City's management concerning a financial accounting, reporting, or auditing matter that could be significant to the financial statements, (7) our views about matters that were the subject of the City's management's consultation with other accountants about auditing and accounting matters, (8) major issues that were discussed with the City's management in connection with the retention of our services, including, among other matters, any discussions regarding the application of accounting principles and auditing standards, and (9) serious difficulties that we encountered in dealing with the City's management related to the performance of the audit.

Other matters

Access to working papers

The working papers and related documentation for the engagement are the property of the Firm and constitute confidential information. We have a responsibility to retain the documentation for a period of time to satisfy legal or regulatory requirements for records retention. It is our policy to retain all workpapers and client information for seven years from the date of issuance of the report. It is our policy to retain emails and attachments to emails for a period of 12 months, except as required by any governmental regulation. Except as discussed below, any requests for access to our working papers will be discussed with you prior to making them available to requesting parties. Any parties seeking voluntary access to our working papers must agree to sign our standard access letter.

We may be requested to make certain documentation available to regulators, governmental agencies (e.g., SEC, PCAOB, HUD, DOL, etc.), or their representatives ("Regulators") pursuant to law or regulations. If requested, access to the documentation will be provided to the Regulators. The Regulators may intend to distribute to others, including other governmental agencies, our working papers and related documentation without our knowledge or express permission. You hereby acknowledge and authorize us to allow Regulators access to and copies of documentation as requested. In addition, our Firm, as well as all other major accounting firms, participates in a "peer review" program covering our audit and accounting practices as required by the AICPA. This program requires that once every three years we subject our quality assurance practices to an examination by another accounting firm. As part of the process, the other firm will review a sample of our work. It is possible that the work we perform for the City may be selected by the other firm for their review. If it is, they are bound by professional standards to keep all information confidential. If you object to having the work we do for you reviewed by our peer reviewer, please notify us in writing.

Electronic transmittals

During the course of our engagement, we may need to electronically transmit confidential information to each other, within the Firm, and to other entities engaged by either party. Although email is an efficient way to communicate, it is not always a secure means of communication and thus, confidentiality may be compromised. As an alternative, we recommend using our Client Portal ("Portal") to transmit documents. Portal allows the City,

us, and other involved entities to upload and download documents in a secure location. You agree to the use of email, Portal, and other electronic methods to transmit and receive information, including confidential information, between the Firm, the City, and other third party providers utilized by either party in connection with the engagement.

Use of third party providers

In the normal course of business, we may on occasion use the services of an independent contractor or a temporary or loaned employee, all of whom may be considered a third party service provider. On these occasions, we remain responsible for the adequate oversight of all services performed by the third party service provider and for ensuring that all services are performed with professional competence and due professional care. We will adequately plan and supervise the services provided by the third party service provider; obtain sufficient relevant data to support the work product; and review compliance with technical standards applicable to the professional services rendered. We will enter into a contractual agreement with the third party service provider to maintain the confidentiality of information and be reasonably assured that the third party service provider has appropriate procedures in place to prevent the unauthorized release of confidential information to others.

Subpoenas

In the event we are requested or authorized by the City, or required by government regulation, subpoena, or other legal process to produce our working papers or our personnel as witnesses with respect to our engagement for the City, the City will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expense, as well as the fees and expenses of our counsel, incurred in responding to such a request at standard billing rates.

Dispute resolution provision

This Dispute Resolution Provision sets forth the dispute resolution process and procedures applicable to any dispute or claim arising out of or relating to this engagement letter or the services provided hereunder, or any other audit or attest services provided by or on behalf of the Firm or any of its subcontractors or agents to the City or at its request (“Disputes”), and shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), or otherwise.

Mediation

All Disputes shall be first submitted to nonbinding confidential mediation by written notice to the parties, and shall be treated as compromise and settlement negotiations under the standards set forth in the Federal Rules of Evidence and all applicable state counterparts, together with any applicable statutes protecting the confidentiality of mediations or settlement discussions. If the parties cannot agree on a mediator, the International Institute for Conflict Prevention and Resolution (“CPR”), at the written request of a party, shall designate a mediator.

Arbitration procedures

If a Dispute has not been resolved within 90 days after the effective date of the written notice beginning the mediation process (or such longer period, if the parties so agree in writing), the mediation shall terminate and the Dispute shall be settled by binding arbitration to be held at a mutually agreeable location. The arbitration shall be conducted in accordance with the CPR Rules for Non-Administered Arbitration that are in effect at the time of the commencement of the arbitration, except to the extent modified by this Dispute Resolution Provision (the

"Rules"). The arbitration shall be conducted before a panel of three arbitrators. Each of the City and the Firm shall designate one arbitrator in accordance with the "screened" appointment procedure provided in the Rules, and the two party-designated arbitrators shall jointly select the third in accordance with the Rules. No arbitrator may serve on the panel unless he or she has agreed in writing to enforce the terms of the engagement letter and to abide by the terms of the Rules. Except with respect to the interpretation and enforcement of these arbitration procedures (which shall be governed by the Federal Arbitration Act), the arbitrators shall apply the laws of the Commonwealth of Virginia (without giving effect to its choice of law principles) in connection with the Dispute. The arbitrators may render a summary disposition relative to all or some of the issues, provided that the responding party has had an adequate opportunity to respond to any such application for such disposition. Any discovery shall be conducted in accordance with the Rules. The result of the arbitration shall be binding on the parties, and judgment on the arbitration award may be entered in any court having jurisdiction.

Costs

Each party shall bear its own costs in both the mediation and the arbitration; however, the parties shall share the fees and expenses of both the mediators and the arbitrators equally.

Waiver of trial by jury

In the event the parties are unable to successfully arbitrate any dispute, controversy, or claim, the parties agree to WAIVE TRIAL BY JURY and agree that the court will hear any matter without a jury.

Independent contractor

Each party is an independent contractor with respect to the other and shall not be construed as having a trustee, joint venture, agency, or fiduciary relationship.

No third party beneficiaries

The parties do not intend to benefit any third party by entering into this agreement, and nothing contained in this agreement confers any right or benefit upon any person or entity who or which is not a signatory of this agreement.

Statute of limitations

The City agrees not to bring any claims against any partner or employee of the Firm in any form for any reason. The City and the Firm agree that any suit arising out of or related to the services contemplated by this engagement letter must be filed within one year after the cause of action arises. The cause of action arises upon the earlier of (i) delivery of the final work product for which the firm has been engaged, (ii) where applicable, filing of the final work product for which the firm has been engaged, or (iii) the date which the services contemplated under this engagement letter are terminated by either party.

Terms and conditions supporting fees

The estimated fees set forth in the attached engagement letter are based on anticipated full cooperation from the City's personnel, timely delivery of requested audit schedules and supporting information, timely communication of all significant accounting and financial reporting matters, the assumption that unexpected circumstances will not be encountered during the audit, as well as working space and clerical assistance as mutually agreed upon and as is normal and reasonable in the circumstances. We strive to ensure that we have the right professionals scheduled on each engagement. As a result, sudden City requested scheduling changes or scheduling changes necessitated by the agreed information not being ready on the agreed-upon dates can result in expensive downtime for our professionals. Any last minute schedule changes that result in downtime for our professionals could result in additional fees. Our estimated fees do not include assistance in bookkeeping or other accounting services not previously described. If, for any reason, the City is unable to provide such schedules, information, and assistance, the Firm and the City will mutually revise the fee to reflect additional services, if any, required of us to achieve these objectives.

The estimated fees contemplate that the City will provide adequate documentation of its systems and controls related to significant transaction cycles and audit areas**.**

In providing our services, we will consult with the City with respect to matters of accounting, financial reporting, or other significant business issues as permitted by professional standards. Accordingly, time necessary to affect a reasonable amount of such consultation is reflected in our fees. However, should a matter require research, consultation, or audit work beyond that amount, the Firm and the City will agree to an appropriate revision in our fee.

The estimated fees are based on auditing and accounting standards effective as of the date of this engagement letter and known to apply to the City at this time, but do not include any time related to the application of new auditing or accounting standards that impact the City for the first time. If new auditing or accounting standards are issued subsequent to the date of this letter and are effective for the period under audit, we will estimate the impact of any such standard on the nature, timing, and extent of our planned audit procedures and will communicate with the City concerning the scope of the additional procedures and the estimated fees.

The City agrees to pay all costs of collection (including reasonable attorneys' fees) that the Firm may incur in connection with the collection of unpaid invoices. In the event of nonpayment of any invoice rendered by us, we retain the right to (a) suspend the performance of our services, (b) change the payment conditions under this engagement letter, or (c) terminate our services. If we elect to suspend our services, such services will not be resumed until your account is paid. If we elect to terminate our services for nonpayment, the City will be obligated to compensate us for all time expended and reimburse us for all expenses through the date of termination.

This engagement letter sets forth the entire understanding between the City and the Firm regarding the services described herein and supersedes any previous proposals, correspondence, and understandings whether written or oral. Any subsequent changes to the terms of this letter, other than additional billings, will be rendered in writing and shall be executed by both parties. Should any portion of this engagement letter be ruled invalid, it is agreed that such invalidity will not affect any of the remaining portions.

CONTRACT TO AUDIT ACCOUNTS

The

Governing Board
City Council

of

Primary Government Unit
City of Greenville, North Carolina

and

Discretely Presented Component Unit (DPCU) (if applicable)
N/A

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and

Auditor Name
Cherry Bekaert LLP
Auditor Address
3800 Glenwood Avenue, Suite 200, Raleigh, North Carolina 27612

Hereinafter referred to as Auditor

for

Fiscal Year Ending	Audit Report Due Date
06/30/22	10/31/22

Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if the Governmental Unit expended $100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified*). The Auditor shall file a copy of that report with the Secretary of the LGC.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit- related work in the State of North Carolina. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.

9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.)[G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved 'with approval date shall be returned to

the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and Governmental Auditing Standards, 2018 Revision (as applicable). Financial statement preparation assistance shall be deemed a “significant threat” requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later. T**he auditor shall present the audited financial statements including any compliance reports to the government unit’s governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor’s presentation to the government unit’s governing body or audit committee shall include:

a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;

b) the status of the prior year audit findings;

c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and

d) notification to the governing body that the governing body shall develop a “Response to the Auditor’s Findings, Recommendations, and Fiscal Matters,” if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Governmental Auditing Standards,2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: ☐ Auditor ☑ Governmental Unit ☐ Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:	***Title and Unit / Company:***	***Email Address:***
Byron	Hayes	bhayes@greenvillenc.gov

OR Not Applicable ☐ *(Identification of SKE Individual not applicable for GAAS-only audit or audits with FYEs prior to June 30, 2020.)*

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. Should the 75% cap provided below conflict with the cap calculated by LGC Staff based on the billings on file with the LGC, the LGC calculation prevails. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

PRIMARY GOVERNMENT FEES

Primary Government Unit	City of Greenville, North Carolina
Audit Fee	$ 91,000 (includes 2 Single Audit Programs)
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	$ 4,000 to $5,000 per single audit program over 2
Writing Financial Statements	$ N/A
All Other Non-Attest Services	$ N/A
75% Cap for Interim Invoice Approval ***(not applicable to hospital contracts)***	$ 61,125.00

DPCU FEES (if applicable)

Discretely Presented Component Unit	N/A
Audit Fee	$
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	$
Writing Financial Statements	$
All Other Non-Attest Services	$
75% Cap for Interim Invoice Approval ***(not applicable to hospital contracts)***	$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* Cherry Bekaert LLP	
Authorized Firm Representative (typed or printed)* April Adams	Signature*
Date*	Email Address* aadams@cbh.com

GOVERNMENTAL UNIT

Governmental Unit* City of Greenville, North Carolina	
Date Primary Government Unit Governing Board Approved Audit Contract* (G.S.159-34(a) or G.S.115C-447(a))	
Mayor/Chairperson (typed or printed)*	Signature*
Date	Email Address

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

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

Primary Governmental Unit Finance Officer* (typed or printed) Byron Hayes	Signature*
Date of Pre-Audit Certificate*	Email Address* bhayes@greenvillenc.gov

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU* N/A	
Date DPCU Governing Board Approved Audit Contract* (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

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

DPCU Finance Officer (typed or printed)*	Signature*
Date of Pre-Audit Certificate*	Email Address*

Remember to print this form, and obtain all required signatures prior to submission.

PRINT

City of Greenville, North Carolina

Meeting Date: 06/27/2022

Title of Item: Contract with The Ferguson Group for FY 2022-2023

Explanation: The City of Greenville has worked with The Ferguson Group, a lobbying firm in Washington, DC, for lobbying services since 2002. The Ferguson Group assists with identifying and securing federal grant funding for City projects and initiatives in addition to lobbying the U.S. Congress on issues affecting the City.

Some of the projects that have been facilitated or supported by The Ferguson Group on behalf of the City of Greenville include the U.S. 264 Interstate designation, the Green Mill Run stream restoration project, Police Wireless Technology Grants, and support of various grant programs essential to the City of Greenville. The Ferguson Group also assisted in securing funds for the Tenth Street Connector, Greenville Transportation Activity Center, and Town Creek Culvert projects. The Ferguson Group was instrumental in the receipt of the BUILD Grant. Most recently, The Ferguson Group worked with City and Congressional staff to develop projects for submittal through the appropriations process and the transportation authorization process. The Ferguson Group also provided guidance on the CARES Act funding and the Coronavirus State and Local Fiscal Recovery Fund.

The current contract with The Ferguson Group expires on June 30, 2022. Attached for City Council's consideration is a contract with The Ferguson Group for one year, beginning July 1, 2022 and expiring on June 30, 2023.

Fiscal Note: The contract is a 12-month contract with a $6,000 per month cost, plus reimbursement of expenses (such as travel, postage, etc.) with an annual cap of $3,000, for a total maximum cost of $75,000. If approved by City Council, the contract will be effective July 1, 2022 through June 30, 2023. Funds are included in the proposed FY 2023 budget to cover the contract costs.

Recommendation: Approve the contract with The Ferguson Group for the period July 1, 2022 through June 30, 2023.

ATTACHMENTS

- **2022-2023 Contract with The Ferguson Group.pdf**

AGREEMENT
CITY OF GREENVILLE, NORTH CAROLINA
AND THE FERGUSON GROUP, L.L.C., WASHINGTON, DC

Pursuant to this Agreement, the City of Greenville, NC (hereinafter referred to as "the client") and The Ferguson Group, L.L.C., (TFG) agree to assume the following obligations:

1. OBLIGATIONS OF TFG

TFG will:

A. act as the Washington Representative to the client in Washington, D.C.;

B. represent the client regarding legislative and regulatory matters impacting the client specifically;

C. confer with the client and its designees at the times and places mutually agreed to by the client and TFG. This will be done on all organizational planning and program activity related to the Federal Agenda and that which has a bearing on the ability of the client to make the best use of federal program resources;

D. coordinate with the client and its designees to develop a comprehensive strategic plan for legislative and regulatory priorities;

E. review federal legislation under consideration, federal executive proposals, proposed administrative rules and regulations and other federal developments for the purpose of advising the client of those items that may have a bearing on the client's policies or programs;

F. notify the client of opportunities for federal funding and relay information necessary for securing those funds;

G. secure and furnish such detailed information as may be available on federal issues in which the client indicates an interest;

H. review and comment on proposals of the client, which are being prepared for submission to federal agencies, when requested to do so by the client;

I. identify, develop, and cultivate on-going relationships with key congressional officials and staff members;

J. assist the congressional delegation in any matter that is in the best interest of the client and in the same manner as any other member of the client's staff might render assistance;

K. counsel with the client and prepare briefing materials and/or conduct briefings for the

client's representatives who are preparing to meet with Members of Congress, testify before congressional committees and administrative agencies, and conduct other client business, or attend national conferences;

L. review and assist in developing the client's Federal Agenda;

M. consult the client's elected officials and local staff on federal legislative affairs;

N. alert the client to relevant federal and foundation competitive grant opportunities;

O. cultivate relationships with federal agencies, garner congressional support, and provide every other level of support needed to improve the client's ability to obtain competitive grants;

P. arrange appointments (and accommodations when requested) for the client's officials to facilitate the efficient and effective performance of the client's business while in Washington, D.C.; and

Q. submit periodic reports providing the latest information on issues of interest to the client.

2. OBLIGATIONS OF THE CLIENT

The client will:

A. pay TFG $6,000 per month one month in advance for professional services, or $72,000 annually;

B. reimburse TFG for expenses, not to exceed $3,000 annually, as described in paragraph 2, subparagraphs F, G and H, payable within thirty (30) days of submission of invoice and acceptance by the client;

C. advise TFG of the name or names of persons authorized to request service by TFG and the person or persons to be kept advised by TFG;

D. supply TFG with a summary of all federal issues in which the client has interests and advise TFG of any new developments, together with the pertinent details as to the substance of such developments;

E. supply TFG with copies of budgets, planning documents, and regular reports of the client's agenda and proceedings, newspapers and other materials to assist TFG in keeping current on the client's policies and programs;

F. reimburse TFG for: (1) all travel expenses incurred pursuant to paragraph 1, subparagraph B; (2) all travel and incidental expenses for attendance at meetings by TFG outside Washington, D.C. or North Carolina at the request of/approval of the client; (3) all incidental Washington expenses incurred in the course of conducting the client's

business;

G. reimburse TFG for all long distance telephone expenses; and

H. reimburse TFG for the costs of document production.

3. THE CLIENT AND TFG CONCUR THAT THE FOLLOWING EXCLUSIONS SHALL APPLY TO THIS AGREEMENT.

   TFG will not:

   A. represent the client before formal congressional committee hearings or in any judicial or quasi-judicial hearing conducted by boards or examiners of federal agencies or commissions;

   B. perform any legal, engineering, accounting or other similar professional services; and

4. EITHER PARTY MAY TERMINATE THIS AGREEMENT AT ANY TIME BY GIVING THE OTHER AT LEAST THIRTY (30) DAYS' NOTICE IN WRITING OF SUCH TERMINATION.

5. TERM OF AGREEMENT:

   This agreement is for one year beginning on July 1, 2022, and ending on June 30, 2023. Contractual time may be extended upon written mutual consent of the parties.

6. Iran Divestment Act Certification: The Ferguson Group hereby certifies that it is not on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. § 147-86.58. The Ferguson Group shall not utilize in the performance of the Agreement any subcontractor that is identified on the Iran Final Divestment List.

7. E-Verify Compliance: The Ferguson Group shall comply with the requirements of Chapter 64, Article 2 of the North Carolina General Statutes. Further, if The Ferguson Group utilizes a subcontractor, The Ferguson Group shall require the subcontractor to comply with the requirements of Chapter 64, Article 2 of the North Carolina General Statutes. The Ferguson Group represents that it and its subcontractors are in compliance with the requirements of Chapter 64, Article 2 of the North Carolina General Statutes.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto, or their duly authorized agents or officers, have executed this Agreement effective as of the day and year first above written.

THE FERGUSON GROUP, L.L.C.

_____
Jennifer L. Imo
Managing Partner

Date: June 2, 2022

CITY OF GREENVILLE, NC

_____
P.J. Connelly
Mayor

Date: _____

APPROVED AS TO FORM:

BY: _____
Emanuel D. McGirt, City Attorney

PRE-AUDIT CERTIFICATION:

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

_____ _____
Byron Hayes, Director of Financial Services Date

Account Number: 010-01-05-00-000-000-521500

Project Code (If Applicable): N/A

City of Greenville, North Carolina

Meeting Date: 06/27/2022

Title of Item: Updates to Lease and Memorandum of Lease, and Execution of Termination of Memorandum of Agreement with Sidewalk Greenville, LLC

Explanation: In 2015, the City, as seller, entered into an Agreement of Sale with Sidewalk Greenville, LLC, as buyer, which included the purchase of property adjacent to Reade Circle, Dickinson Avenue, and South Pitt Street for mixed use development, including office, retail and residential. Additionally, in 2017 the parties entered into a Memorandum of Agreement, and a separate lease agreement for the lease of 200 parking spaces located in a City lot adjacent to Bonners Lane, Clark Street, West 8th Street, and Atlantic Avenue.

Sidewalk Greenville has completed the obligations under the Sales Agreement including building of the Property, and has been issued a certificate of occupancy. Sidewalk Greenville is anticipating the sale of the Property, and must update an error in the legal description included in the lease and memorandum of lease, so it is properly captured and recorded. The City recently recorded a new map of the 200 parking spaces subject to the lease, recombining the parcels and that is the new legal description in the lease and memorandum of lease.

Additionally, Sidewalk Greenville is requesting to terminate the Memorandum of Agreement due to completion of post-closing obligations as allowable under section 4 of the Memorandum of Agreement.

Fiscal Note: The City will continue to receive rent payments due under the Lease from the new property owner upon closing of the sale.

Recommendation: City Council approve the Mayor and/or City Manager to sign the Lease Amendment and Memorandum of Lease, and Termination of Memorandum of Agreement. The City Attorney or City Manager is authorized to make other non-substantive revisions to the above documents so long as such revisions do not have a fiscal impact on the City.

ATTACHMENTS

- **EXECUTED - Agreement of Sale with City of Greenville (4826-5243-3114.v1).pdf**

- **memo of agreement.pdf**
- **Contract Number 2194 Leasing of 200 Parking Spaces on a Parcel of Land.pdf**
- **memo of lease.pdf**
- **Termination of Memorandum of Agreement (4895-9050-5761.v4).pdf**
- **SIDEWALK GREENVILLE, LLC - Corrective Memorandum of Lease.pdf**
- **SIDEWALK GREENVILLE, LLC Amendment to Lease.pdf**

AGREEMENT OF SALE

Between

SIDEWALK GREENVILLE LLC, as Buyer

And

CITY OF GREENVILLE, N.C. as Seller

1011757v2
5373194v1

AGREEMENT OF SALE

THIS AGREEMENT OF SALE ("Agreement") is made this 13th day of November, 2015, by and between **SIDEWALK GREENVILLE LLC,** a Delaware limited liability company, ("Buyer") and **CITY OF GREENVILLE,** a municipal corporation organized and existing pursuant to the laws of the State of North Carolina ("Seller").

WITNESSETH: In consideration of the mutual covenants of Seller and Buyer contained herein, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Property. Subject to the terms and conditions of this Agreement, Seller agrees to sell to Buyer in fee simple, and Buyer agrees to purchase from Seller, all those parcels of land situate, lying and being in Greenville, North Carolina, known and designated as Lot one (1) described as 1.9006 acres and Lot two (2) described as .0706 acres on the map entitled Eighth Street Acres, which are located in the City of Greenville, North Carolina, as more particularly described on Exhibit A attached hereto and made a part hereof (the "Property"). Seller shall be responsible for, and shall pay any expenses incurred, to establish the Property as a properly subdivided legal parcel prior to the expiration of the Study Period. It is Buyer's intention to pursue the development of the Property in conformity with the Master Plan on Exhibit B attached hereto and made a part hereof (the "Master Plan"), as modified by the agreement of Buyer and Seller from time to time and to comply with governmental zoning or other regulatory requirements.

2. Purchase Price and Deposit. The purchase price for the Property (the "Purchase Price") shall be the amount of One Million Five Hundred Six Thousand Seven Hundred Forty Four and no/100ths Dollars ($1,506,744.00).The Purchase Price shall be paid by Buyer to Seller at Closing (as hereafter defined) in cash or by certified check or wired funds.

Within five (5) days following the Effective Date, (as defined in Section 31 hereof, Buyer shall deliver, in escrow, to Steven R. Jones, The Jones Law Firm, P.A., as escrow agent ("Escrow Agent") the sum of Fifteen Thousand Dollars ($15,000.00) (the "Initial Deposit"). Within five (5) business days following the end of the Study Period (hereafter defined), so long as Buyer has not terminated this Agreement, the amount of the deposit shall be increased by Buyer making an additional deposit with the Escrow Agent of Fifteen Thousand Dollars ($15,000.00) (the "Additional Deposit"). The Initial Deposit and the Additional Deposit so made are hereafter collectively called the "Deposit." The Deposit shall be held in an interest-bearing FDIC insured account at a financial institution designated by Buyer. At Closing, the Deposit shall be paid by Escrow Agent to Seller and applied against the Purchase Price. All interest earned on the Deposit shall be deemed as part of, and applied in the same manner as, the Deposit. If the transaction contemplated by this Agreement does not close for any

reason, the Deposit shall be disbursed in accordance with the terms of this Agreement. Seller acknowledges that Buyer's entering into this Agreement to purchase the Property and undertaking to perform such tests and studies as Buyer, in its sole discretion, shall deem reasonable and advisable, is adequate and sufficient consideration for the right to terminate this Agreement for any reason or for no reason on or before the expiration of the Study Period and is also adequate and sufficient consideration for the inclusion in this Agreement of other conditions precedent to Buyer's obligations to perform any obligations under this Agreement that are subjective in nature and based upon the satisfaction of Buyer, in its sole discretion, and are not objective in nature or based upon any other standard.

3. Closing. Closing of the sale and purchase of the Property pursuant to this Agreement ("Closing") shall take place in Greenville, North Carolina at the offices of Buyer's attorney or the Escrow Agent during normal business hours on or before the date that is one (1) year following the Effective Date. The Closing shall take place on a regular business day.

At Closing, Seller shall execute and deliver to Buyer:

a. a duly executed and acknowledged special warranty deed, which form of deed provides to Buyer warranties limited to the term of Seller's ownership of the Property, conveying the Property to Buyer, in fee simple, subject to restrictive covenants, easements and rights-of-way of public record, noncompliance with local, county, state or federal governmental laws, ordinances, or regulations relative to zoning, subdivision, occupancy, use, construction or the development of the property, if any, and to all matters and things which a current accurate survey may reveal or disclose, which deed shall be in a form reasonably acceptable to Buyer;

b. a closing and settlement statement in form and substance mutually satisfactory to both parties;

c. a standard form affidavit and indemnification agreement to the title company showing that all labor and/or materials, if any, furnished to the property within one hundred twenty (120) days prior to the date of closing have been paid and by which the City agrees to indemnify a title insurance company pursuant to a standard form ALTA title affidavit against all loss, cost, claim and expense arising therefrom, including reasonable attorney's fees; and

d. any other document reasonably necessary to consummate the transactions contemplated by this Agreement, including but not limited to, such title affidavits or other instruments as Buyer's title insurance company may require as to any matters to the extent not inconsistent with Seller's obligations under this Agreement.

At Closing, Buyer shall execute and deliver to Seller:

a. the approved settlement statement;

b. the Deposit and the balance of the Purchase Price, adjusted as provided by the approved settlement statement; and

c. any other document reasonably necessary to consummate the transactions contemplated by this Agreement.

4. Undertakings of Parties Pending Closing. Within ten (10) days following the Effective Date, Seller will deliver to Buyer, at no cost or expense to Buyer, copies of all tests, studies and surveys in Seller's possession, or in the possession of Seller's consultants or agents, relating to the Property and its operations, including, without limitation, surveys, agreements with adjacent landowners, agreements with governmental authorities, title information, topographic maps, engineering and environmental reports, soil reports, wetland surveys, licenses and permits, land plans, building plans and specifications, utility information, real estate tax bills and assessments, permits and permit applications, any service, maintenance or management contracts, warranties, maintenance and repair records, all currently operative leases, contracts and permits, all service, maintenance or management contracts, and any other documents or materials relating to the ownership, operations and maintenance of the Property. From the Effective Date until Closing (i) Seller shall give to Buyer, its agents and representatives, full and free access to all areas of the Property during normal business hours; (ii) Buyer, its agents and representatives, shall have the right, at Buyer's cost and risk, upon reasonable prior verbal or written notice to Seller, to enter upon the Property for the purpose of making physical inspections, environmental inspections, surveys, soil tests, including test borings, and other similar inspections and studies; and (iii) Seller shall render to Buyer all reasonable assistance requested by Buyer in obtaining any permits, consents or approvals which Buyer believes to be necessary in connection with Buyer's planned use of the Property. If Buyer exercises its rights under subsections (i) and/or (ii) of this Section 4, prior to any entry upon the Property, Buyer shall furnish Seller with a certificate of insurance, in form and content reasonably acceptable to Seller. If Buyer exercises its rights under subsections (i) and/or (ii) of this Section 4, Buyer shall keep the Property free and clear of any and all liens or claims resulting therefrom, shall defend, indemnify and hold harmless Seller, its partners, agents, representatives and affiliates from and against any cost, damage, liability or expense of any kind (including reasonable attorney's fees and litigation costs and expenses) for loss or damage to property and/or injuries to or death of persons arising therefrom, and, if Closing does not occur for any reason, Buyer shall restore any portion of the Property damaged by Buyer's activities on the Property to its condition immediately before such activities. The rights and obligations of the Buyer to indemnify Seller as aforesaid under the provisions of this Section 4 shall survive Closing or any termination of this Agreement.

5. Study Period; Conditions Precedent.

a. Study Period. Buyer's obligation to purchase the Property is contingent upon Buyer's completion of Buyer's review of the Property to Buyer's satisfaction on or before the date which is one hundred twenty (120) days following the Effective Date (the "Study Period"). Such review and investigation shall be conducted at Buyer's sole cost and expense. Buyer may terminate this Agreement at any time prior to 5:00 p.m. on the last day of the Study Period by written notice to Seller, which decision shall be made by Buyer in its sole discretion, for any reason or for no reason, and shall not be subject to objection by Seller for any reason whatsoever. If this Agreement is so terminated by Buyer prior to the end of the Study Period, the Deposit immediately shall be refunded to Buyer, this Agreement shall be of no further force or effect, and the parties shall have no further rights, duties, liabilities or obligations, at law or in equity, to each other of any kind or nature arising out of or relating to this Agreement, except for those obligations which are specified under this Agreement to survive termination.

b. Development Approvals Contingency. Buyer shall have an initial period of one (1) year following the Effective Date, (the "Approvals Period") to acquire all approvals and permits, including grading, foundation and building permits, that Buyer deems necessary or desirable for the development of the Property as set forth on the Master Plan (each hereinafter an "Approval," and collectively the "Approvals"). Seller agrees to cooperate with and affirmatively assist Buyer, to execute any and all applications/petitions/plats, attend and participate in any necessary hearings, and undertake all other reasonable acts necessary to assist Buyer to obtain any Approval, provided, however, that Buyer shall bear all of Seller's reasonable costs and expenses incidental thereto.

If at any time prior to Closing, Buyer determines that the desired Approvals have not been, or will not be, issued, then Buyer may terminate this Agreement by written notice to Seller. If this Agreement is terminated by Buyer pursuant to this Section 5(b) after the end of the Study Period, then the Deposit shall be disbursed to Seller, this Agreement shall be of no further force or effect, and the parties shall have no further rights, duties, liability or obligations, at law or in equity, to each other of any kind or nature arising out of or relating to this Agreement, except for those obligations which are specified under this Agreement to survive termination.

6. Title and Survey. Title to the Property shall be good and marketable, free and clear of all liens, encumbrances and encroachments, and free of all violation notices from any governmental authority having jurisdiction over the Property, except for the Permitted Exceptions, as hereinafter defined. For purposes hereof, "Permitted Exceptions" shall mean (a) restrictive covenants, easements and rights-of-way of public record, noncompliance with local, county, state or federal governmental laws, ordinances, or regulations relative to zoning, subdivision, occupancy, use, construction or the development of the property, if any, and to all matters and things which a current accurate survey may reveal or disclose; and (b) any

other matters which are not objected to by Buyer during the Study Period except for those matters hereinafter described to which Buyer may object following the Study Period. Title to the Property shall not be deemed good and marketable unless a national title insurance company, acceptable to Buyer, agrees to insure fee simple title to the Property and issue to Buyer an owner's title insurance policy, at standard rates, subject only to the Permitted Exceptions. Funds payable by Buyer at Closing may be used to pay off any existing liens, encumbrances or violation penalties, including accrued interest thereon.

During the Study Period Buyer may cause a title company to conduct a title examination of the Property and a surveyor to prepare an ALTA Survey of the Property. If Buyer finds title not to be as set forth in this Section 6, Buyer shall, no later than the last day of the Study Period, notify Seller in writing specifying the differences or survey objections. Buyer shall have the right to additionally object to any matters first appearing of record after the expiration of the Study Period, or during the gap from the last update of title to the expiration of the Study Period, unless such matters were caused by Buyer.

If, as provided above, Buyer has given Seller timely written notice of any such differences or survey objections, Seller shall use reasonable efforts to cause such objections to be resolved by the date of Closing. Seller agrees to remove any mortgage lien against the Property. Seller shall buy-out or settle any other claim or lien against the Property. Notwithstanding the foregoing, Seller shall not be required to expend more than One Hundred Thousand Dollars ($100,000.00) in the aggregate, including reasonable attorney's fees and expenses, to remove any title or survey objections. At either party's option, the date of Closing may be extended for a period not to exceed ninety (90) days for purposes of eliminating any title or survey objections. In the event that Seller does not eliminate any title or survey objections as of the date of Closing as the same may be extended under the preceding sentence, Buyer shall have the option of either (i) proceeding with Closing and accepting the title "as is", without reduction in the Purchase Price and without claim against Seller therefor, or (ii) terminating this Agreement in which event the Escrow Agent shall return the Deposit and all interest earned thereon to Buyer and the parties shall have no further rights, duties, liabilities or obligations, at law or in equity to each other of any kind or nature arising out of or relating to this Agreement, except for those obligations which are specified under this Agreement to survive termination.

7. Delivery of Related Documents. Each party shall execute and acknowledge, seal and deliver, after the date hereof and at Closing, such further assurances, instruments and documents as the other may reasonably request in order to fulfill the intent of this Agreement and the transactions contemplated hereby.

8. Adjustments. At Closing, all rents, real estate taxes, utilities, charges for sewer and water, if any, and all other public or governmental charges or public or private assessments against the Property shall be adjusted and apportioned between

the parties as of 11:59 p.m. on the date of Closing and shall thereafter be assumed and paid by Buyer, whether or not assessments have been levied as of the date of Closing. All assessments imposed against the Property by any governmental agency or public utility for improvements resulting from work commenced or development activities undertaken on or before Closing shall be paid in full by Seller at Closing. All assessments for improvements to or for the benefit of the Property for work commenced after Settlement shall be paid by Buyer unless such work is required by or results from development activities undertaken on or before Closing by Seller in which case the assessment shall be paid by Seller. If at the time for the delivery of the deed, the Property is affected by an assessment that is or may become payable in annual installments, then for the purposes of this Agreement, all of the unpaid installments of any such assessment shall be deemed to be due and payable and shall be discharged at Closing by Seller.

The Buyer shall be responsible for the cost of its own title examination and title insurance premiums, any escrow fees or charges, the cost of its survey, and any recording charges on the deed and that the Seller shall be responsible for the cost of the preparation of the deed and all other documents necessary to perform the Seller's obligations pursuant to this Agreement and any and all excise tax (revenue stamps) required by law on the transaction. Each party shall be responsible for the cost of its own attorneys.

9. Representations and Warranties by Seller.

To induce Buyer to enter into this Agreement and to purchase the Property, Seller hereby represents and warrants to, and covenants and agrees with, Buyer, the following, with the understanding and intention that Buyer is relying upon the accuracy of such representations and warranties, and the agreement of Seller to comply with and perform such covenants and agreements, which representations, warranties, covenants and agreements shall be deemed to be made by Seller to Buyer as of the Effective Date and as of the Closing Date and thereafter (it being understood that such representations, warranties, covenants and agreements shall not be merged into the documents to be executed on the Closing Date), and this Agreement is contingent upon and subject to the truth and accuracy of such representations and warranties, and the full and complete satisfaction of such covenants and agreements, and if such representations and warranties are not true and accurate or if any such covenants and agreements are not satisfied, Buyer shall have the option prior to Closing, after giving the Seller the reasonable opportunity to cure as herein provided, of terminating this Agreement by written notice to Seller and receiving a return of its Deposit:

a. Seller is a municipal corporation which was duly formed and organized and is in good standing under the laws of the State of North Carolina. This Agreement constitutes the legal, valid and binding obligation of Seller enforceable in accordance with its terms, Seller has full power and authority to enter into and perform the terms and conditions of this Agreement, and the person executing this Agreement for Seller is fully and duly empowered and authorized to so act; to the best of Seller's

knowledge, entering into this Agreement does not, and the consummation of the acts contemplated by this Agreement shall not, violate any agreements, documents or instruments to which Seller is a party or by which it is bound, or any law, governmental regulation, order or decree to which Seller is subject;

b. To the best of Seller's knowledge, there are no laws, statutes, ordinances, building or use restrictions or zoning regulations now applicable to the Property which prohibit any of the uses presently being made thereof;

c. There are no pending or threatened condemnation or similar proceedings or assessments affecting the Property or any part thereof, nor to the best knowledge and belief of Seller, are any such assessments or proceedings contemplated by any governmental authority.

d. There are no actions, suits, proceedings or claims affecting any part of the Property, or affecting Seller with respect to the ownership, occupancy, use or operation of any part of the Property, pending or threatened in or before any court, agency, commission, or board;

e. Seller is not in breach of any law or regulation, or under any order of any court or federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, wherever located, with respect to the Property or the Seller's present use and operation of the Property;

f. Seller has not received any summons, citation, directive, notice, complaint, letter or other communication, written or oral, from the United States Environmental Protection Agency or other governmental authority concerning any alleged violation of any environmental law or rule or regulation at the Property and, to the best of Seller's knowledge, the Property is not currently under investigation for any such violation;

g. There is no actual, pending or threatened action, suit, claim, litigation, or proceeding by any entity, individual or governmental agency affecting Seller or the Property which would in any way constitute a lien, claim or obligation of any kind against the Property, and to the best of Seller's knowledge, there is no such action, suit, claim, litigation or proceeding contemplated;

h. There are no contracts, leases, licenses, or other agreements affecting the Property;

i. From the Effective Date until the Closing, Seller shall (i) maintain the Property in, or, if necessary, restore the Property to, its present condition, subject to reasonable wear and tear, damage and condemnation, and, (ii) continue to operate the Property in a good, businesslike manner;

j. Seller shall continue all such insurance policies relating to the Property in full force and effect through the Closing Date, and Seller shall neither cancel nor amend any of the same without Buyer's prior written consent;

k. Seller has not received, and has no knowledge of, any written notices or written requests from any mortgagee, insurance company, or Board of Fire underwriters, or any organization exercising functions similar thereto, requesting the performance of any work or alterations in respect to the Property, and has not received and has no knowledge of any such non-written notices or requests;

l. From the Effective Date through the Closing Date, Seller shall not enter into any new agreements affecting the Property ("Property Agreements") without the prior written consent of Buyer.

m. No person, firm, or entity, other than Buyer, has any rights in or right to acquire the Property or any part thereof, and as long as this Agreement remains in force, Seller will not, without Buyer's prior written consent, lease, transfer, mortgage, pledge, or convey its interest in the Property or any portion thereof nor any right therein, nor shall Seller enter into, or negotiate for the purpose of entering into, any agreement or amendment to agreement granting to any person or entity any right with respect to the Property or any part thereof;

n. There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, trespassers or otherwise;

o. There will be no outstanding mechanic's and materialmen's liens or claims of creditors against the Property on the Closing Date that will not be removed by Seller on the Closing Date;

p. To the best of Seller's knowledge, no petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or State bankruptcy laws is pending or threatened against or contemplated by Seller;

q. The Property is contiguous with a public road along all of its common boundary with such roadway, so that there are no strips or gores lying between such roadway and the Property. There is no pending or threatened governmental proceeding which would impair or curtail such access.

If Buyer discovers any breach of the foregoing representations and warranties prior to Closing, it shall afford Seller a reasonable opportunity to cure such breach. In the event Seller is unable to cure such breach within a reasonable time, Buyer shall be entitled to terminate this Agreement in which event the Escrow Agent shall return the Deposit to Buyer.

10. Conditions. Notwithstanding anything to the contrary contained herein, the Buyer's obligations pursuant to this Agreement are expressly conditioned upon the following conditions:

a. (i) The Property and its use shall not be or previously have been in violation of any law, rule, regulation, order or requirement pertaining to environmental regulations, contamination, or clean-up; and there shall not exist on the Property any hazardous substance, hazardous waste, pollutant, contaminant, toxic substance, asbestos, oil, other petroleum or chemical, biological or radioactive substance which is subject to regulation under any such law, rule, regulation, order or requirement or storage tank now or previously used for the storage thereof, whether above-ground or underground.

(ii) No portion of the Property shall be or shall have been used as a sanitary landfill, whether permitted or unpermitted, and no activity shall be or shall have been conducted thereon which is subject to regulation under the North Carolina Solid Waste Management Act.

Failure of any of the foregoing conditions of this Section 10 shall be evidenced and determined by written notice to the Seller from Buyer, which notice shall be given at least ten (10) days prior to Closing. Upon Buyer's provision of such notice of failure, all sums paid by Buyer hereunder shall be returned forthwith to Buyer, and thereafter neither Buyer nor Seller shall have any rights or liabilities hereunder. If notice of failure is not given at least ten (10) days prior to Closing, then Buyer shall be deemed to have waived the satisfaction of the foregoing conditions of this Section 10.

11. Development of the Property

a. After the Closing, Buyer shall develop the Property in conformity with the Master Plan, as modified by the agreement of Buyer and Seller from time to time and to comply with governmental zoning or other regulatory requirements. Seller shall have the right to approve, which approval shall not be unreasonably denied, withheld or conditioned, the architectural design and all exterior building materials and finishes for the improvements to be constructed upon the Property. The architectural design and site plan shall be consistent with the Master Plan, unless otherwise approved by Seller. Buyer shall provide to Seller with the final plans for its review for consistency with the Master Plan prior to a building permit being issued. During construction, Buyer will allow Seller access onto the Property so that Seller may conduct inspections of the work for consistency with the Master Plan. The development shall be completed and available for occupancy, as evidenced by the issuance of a certificate of occupancy, no later than twenty four (24) months after the issuance of a building permit.

b. After the Closing and prior to the issuance of a certificate of occupancy for the development, Buyer shall perform streetscape improvements within the public street rights-of-way abutting the Property, in compliance with City of Greenville standards and specifications and compatible with the streetscape plan for the Greenville Transportation Activity Center (GTAC) and the Dickinson Avenue Corridor.

c. Buyer covenants and agrees that all agreements with contractors to construct the improvements on the Property shall require the contractor to provide a performance bond insuring that the improvements will be completed in accordance with the plans, permits and approvals therefor. Buyer shall provide to Seller copies of all performance bonds for the construction of the improvements on the Property and shall require that Seller be added, if legally permissible, as an additional insured or beneficiary of all such performance bonds.

12. Representations and Warranties by Buyer.

Buyer represents and warrants to Seller as follows:

a. Buyer is a Delaware limited liability company which was validly formed and organized and is in good standing under the laws of the State of Delaware. This Agreement constitutes the legal, valid and binding obligation of Buyer enforceable in accordance with its terms; Buyer has full power and authority to enter into and perform the terms and conditions of this Agreement; and the person executing this Agreement for Buyer is fully and duly empowered and authorized to so act; and

b. There are no pending or, to the knowledge of Buyer, threatened legal actions, suits or other legal or administrative proceedings pending or threatened against Buyer that, if determined adversely to Buyer, would materially adversely affect Buyer's ability to perform its obligations under this Agreement or that would enjoin or prevent the consummation of the Closing.

If Seller discovers any breach of the foregoing representations and warranties prior to Closing, it shall afford Buyer a reasonable opportunity to cure such breach. In the event that Buyer is unable to cure such breach within a reasonable time, Seller shall be entitled, as its sole and only remedy, to receive and retain the Deposit.

13. Other Undertakings of the Parties.

a. Parking for the development under the Master Plan shall be provided at applicable ratios as required by the Greenville City Code. In order to accomplish compliance with parking ratios, Seller has agreed to construct a surface parking lot, including paving, striping, lighting and landscaping, consisting of at least two hundred (200) surface parking spaces on a parcel of land containing approximately 1.92 acres of land and bounded by Bonners Lane, Clark Street and Atlantic Street (the "Surface Parking Lot"), as more particularly

described on Exhibit C attached hereto and made a part hereof, and to lease two hundred (200) parking spaces in the Surface Parking Lot to Buyer for an initial term of forty (40) years, with one renewal term at the election of Buyer for up to an additional ten (10) years, at an annual rental for the initial year of One Hundred Fifteen Thousand Two Hundred and no/100ths Dollars ($115,200.00). Annual rent adjustments will be based on the increase to the rental charged by Seller for parking spaces in Seller lots in the uptown area but not to exceed the cumulative US Consumer Price Index (CPI) increase since the last rent adjustment. Seller agrees to construct the parking lot within twelve (12) months after construction commences after issuance of a building permit as described in Section 13b of this agreement. The lease agreement for the two hundred (200) parking spaces in the Surface Parking Lot (the "Lease") shall be on terms and conditions mutually agreeable to Seller and Buyer.

At any time after the conclusion of the second year of the lease term, Seller may, after the provision of written notice to Buyer given at least one (1) year prior to the effective date of suspension, suspend the lease of the parking spaces at the Surface Parking Lot for a period of time, which shall not exceed a one (1) year period and shall begin no earlier than August 1 of a year and end no later than July 31 in the following year, for the purpose of allowing the construction of a parking deck upon the Surface Parking Lot. Seller shall employ its best efforts to provide alternative parking spaces to Buyer including relocation to other parking spaces in Seller lots in the uptown area, if available. Provided that alternative parking spaces are provided, Buyer shall continue to pay the annual rental on a pro rata basis based upon the number of alternative parking spaces provided. During the period that said suspension is in effect, said suspension shall be considered as a governmental action which relieves Buyer from the parking requirements for the development on the Property, as required by the Greenville City Code. After the construction of the parking deck is completed, Buyer shall be provided the two hundred (200) leased parking spaces in the parking deck constructed on the Surface Parking Lot in accordance with the Lease.

b. Buyer will apply for a building permit for the development of the Property under the Master Plan no later than twelve (12) months from the Effective Date of this Agreement. The construction of the improvements comprising the development of the Property under the Master Plan must be complete, as evidenced by the issuance of a certificate of occupancy, within twenty four (24) months of issuance of the building permit for such improvements. In the event a building permit for the Project is not applied for within twelve (12) months, Seller, at its option, may refund the payments made by Buyer less the Deposit and less any payments required to remove any mortgage or other liens imposed on the Property by Buyer, and, if the Property has been conveyed to Buyer, the ownership of the Property shall revert to Seller,

or, If the Property has not been conveyed to Buyer, the Agreement shall be terminated.

c. Seller shall have the right to utilize the Property for municipal employee parking during a period from the Effective Date of this Agreement and up until the one (1) year after the Effective Date or date construction starts after the issuance of a building permit at no charge to Seller, whichever is later. Seller shall be responsible for all costs and expenses of maintenance and insurance of the Property during this period. Seller shall accommodate reasonable requests of Buyer during this period to include partial closures of portions of the Property for predevelopment work such as survey, geotechnical and environmental exploration, tests and studies.

d. Buyer can utilize, during construction of the improvements under the Master Plan, the area to be retained by Seller for the Right of Way for parking and as a construction staging area until Seller begins construction of the Right of Way.

14. Condemnation. If after the date hereof and prior to Closing any part of the Property is taken or threatened to be taken by eminent domain or condemnation, Seller shall notify Buyer thereof, and Buyer may elect either (a) to terminate this Agreement, in which event the Deposit shall be refunded and the Agreement shall be of no further force or effect and the parties shall have no further rights, duties, liabilities or obligations, at law or in equity to each other of any kind or nature arising out of or relating to this Agreement, except for those obligations which are specified under this Agreement to survive Closing or termination; or (b) to consummate Closing as herein provided in which event all condemnation awards or payments shall be paid or assigned by Seller to Buyer at Closing.

15. Risk of Loss. The Property shall be held at the risk of Seller until Closing.

16. Possession. At Closing, Seller shall deliver exclusive possession of the Property to Buyer, free and clear of any tenancies, occupants or parties in possession, except as provided in section 13(c).

17. Termination. If Buyer fails to perform any of its obligations under this Agreement in any material respect and if such failure continues unremedied for more than ten (10) days following receipt by Buyer of written notice from Seller specifying the nature of such failure, then Seller may, elect to (a) terminate this Agreement, in which event the Escrow Agent shall pay the Deposit to Seller or (b) seek and obtain specific performance of any of Buyer's obligations under this Agreement.

If Seller shall fail to proceed to Closing under this Agreement, or if Seller fails to perform any of its other obligations under this Agreement and if such other failure by Seller continues on unremedied for more than ten (10) days following receipt

by Seller of written notice from Buyer specifying the nature of such failure, then Buyer may elect to (a) terminate this Agreement, in which event the Escrow Agent shall return the Deposit to Buyer or (b) seek and obtain specific performance of any of Seller's obligations under this Agreement.

18. Notices. Any notice to be given to any party hereto in connection with this Agreement shall be in writing and shall be deemed given if hand delivered with signed receipt, sent by electronic mail, sent by facsimile to the number provided hereunder (with transmittal confirmation), or sent by recognized overnight express delivery service, postage prepaid, and addressed as follows:

If to Seller: City of Greenville
ATTN: City Manager
P.O. Box 7207
Greenville, NC 27835
FAX # 252-329-4435

If to Buyer: Sidewalk Greenville LLC
3432 Henrietta Hartford Rd.
Mt. Pleasant, S.C. 29466
FAX # 843-388-7695

Notices shall be deemed given upon receipt thereof by both the relevant party and persons to whom copies are to be provided for such party, provided that such actual receipt be prior to 3:00 PM on a business day (days other than Saturdays, Sundays, and State or Federal legal holidays). If such notices are not received by 3:00 PM on a business day as provided above, such notices shall be deemed received on the next subsequent business day. Upon not less than ten (10) days prior notice to the other parties listed above, the parties shall be entitled to change the name, address and/or facsimile number to which notices must be sent for their behalf.

19. Brokers. No real estate commissions or brokerage fees shall be paid by Buyer or Seller arising out of this Agreement and the consummation of the transactions contemplated hereby. Each of Buyer and Seller hereby agree to defend, indemnify and hold harmless the other Party, its partners, agents, representatives and affiliates from and against any cost, damage, liability or expense of any kind (including reasonable attorney's fees and litigation costs and expenses) arising out of claims of real estate agents, brokers or finders for a fee, commission or the like. The foregoing indemnification shall survive Closing or any termination of this Agreement.

20. FIRPTA. The Foreign Investment in Property Tax Act (FIRPTA), IRC Section 1445, requires that every purchaser of U.S. property must, unless an exemption applies, deduct and withhold from Seller's proceeds ten percent (10%) of the gross sales price. The primary exemptions which might be applicable are: (a) Seller provides

Buyer with an affidavit, under penalty of perjury, that Seller is not a "foreign person," as defined in FIRPTA, or (b) Seller provides Buyer with a "qualifying statement," as defined in FIRPTA, issued by the Internal Revenue Service. Seller and Buyer agree to execute and deliver as appropriate, any instrument, affidavit and statement, and to perform any acts reasonably necessary to carry out the provisions of FIRPTA and regulations promulgated thereunder.

21. Escrow Agent. Seller and Buyer agree to defend, indemnify and hold Escrow Agent harmless from and against any and all liability, loss, damage, cause of action, claim, cost and expense (including court costs and attorney's fees) sustained by Escrow Agent as a result of any activities of Escrow Agent except for acts of gross negligence or willful misconduct. Escrow Agent shall not be liable for any act or omission undertaken in good faith.

22. Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

23. Assignment. Nothing herein is intended to confer upon any person other than the parties and their respective legal representatives, successors and permitted assigns any rights or remedies under or by reason of this Agreement. Buyer may assign this Agreement only with prior written approval from the Seller; but any such assignment shall not release the Buyer named herein from any liability for the performance of Buyer's obligations under this Agreement.

24. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

25. Exhibits and Schedules. Each writing or plat referred to herein as being attached hereto as an exhibit or schedule or otherwise designated herein as an exhibit or schedule is hereby made a part of this Agreement.

26. Applicable Law. This Agreement shall be given effect and construed by application of the laws of the State of North Carolina, and in particular the provisions of Section 160A-457 of the North Carolina General Statutes, without regard to principles of conflicts of laws, and any action or proceeding arising hereunder shall be brought in the courts of North Carolina. Each of the parties consent to jurisdiction and venue in the state court in Pitt County, North Carolina.

27. WAIVER OF JURY TRIAL. BUYER AND SELLER SHALL, AND THEY HEREBY DO, WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE

OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE RELATIONSHIP OF SELLER AND BUYER OR ANY CLAIM FOR INJURY OR DAMAGE IN CONNECTION WITH THIS AGREEMENT OR THE PROPERTY.

28. Headings. The headings of the Sections, subsections, paragraphs and subparagraphs hereof are provided therein for and only for convenience of reference, and shall not be considered in construing their contents.

29. Survival. Each and every warranty, representation, covenant and agreement of Seller contained in this Agreement shall be deemed to have been made as of the Effective Date and as of the Closing Date and shall survive the Closing and shall not be merged into the deed or any other document executed and delivered at the Closing, but shall expressly survive and be binding thereafter on Seller. No inspections or examinations of the Property, or the books, records or information relative thereto by Buyer shall diminish or otherwise affect Seller's representations, warranties, covenants and agreements relative thereto and Buyer may continue to rely thereon.

30. Cumulative Rights. All rights, powers and privileges referred to under this Agreement upon the parties shall be cumulative and shall not be restrictive of those given by law except to the extent expressly provided to the contrary in this Agreement.

31. Effective Date. The term "Effective Date" as used in this Agreement shall mean the date that a fully executed original of this Agreement is delivered to and received by Buyer and the Escrow Agent.

32. No Waiver by Conduct. The failure of either party to exercise any power or given such party under this Agreement or to insist upon strict compliance by the other party with its obligations under this Agreement shall not, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of such party's rights to demand exact compliance with the terms hereof.

33. Pronouns. Pronouns, wherever used herein, and of whatever gender, shall include natural persons, and corporations and associations of every kind and character, and the singular shall include the plural wherever and as often as may be appropriate.

34. Holidays. Whenever the last day for the exercise of any right or discharge of any obligation under this Agreement is a Saturday, Sunday or statutory holiday, the party having such right or obligations shall have until 5:00 p.m. on the next day other than a Saturday, Sunday or statutory holiday to exercise such right or discharge such obligation.

35. Additional Obligations of Seller.

a. Existing Mortgages; Taxes. Until consummation of Closing, Seller shall keep any existing mortgage(s) against the Property current and not in default and shall pay all taxes and other public charges against the Property so as to avoid forfeiture of Buyer's rights under this Agreement.

b. Discovery of Additional Facts. Seller shall promptly advise Buyer in writing of any facts of which Seller becomes aware indicating the inaccuracy of any of the representations or warranties of Seller contained in this Agreement and shall promptly give to Buyer copies of any written notices which Seller receives relating to the Property.

c. No Waste. Seller shall keep the Property in its present physical condition and shall not excavate or commit any waste upon the Property.

36. Interpretation and Additional Definitions. Wherever in this Agreement provision is made for the doing of any act or performing any obligation by either party, such acts or performance shall be done by such party at its own cost and expense unless a contrary intent is expressed. Any pronoun shall be read in the singular or plural number and in such gender as the context may require. The words "including" or "includes" means "including, but not limited to". The word "any" means "any and all". The word "may" means "may, at its option, but shall not be obligated to". The phrase "laws and regulations" means any laws, ordinances, statutes, rules, regulations or other lawful requirements of any governmental authority. The phrase "governmental authority" means any federal, state or local government or quasi-governmental entity including any agency, department, division or bureau. The terms "person or entity" means and includes natural persons, firms, associations, corporations, partnership, ventures, trusts or any other type of organization. The use of the phrase "without prejudice" in any provision of this Agreement means that the exercise of any express rights or remedies shall not preclude or diminish such party's ability to exercise any other rights or remedies, at law, in equity or under this Agreement.

37. Acceptance; Counterparts. If Seller does not accept and execute this Agreement and deliver a fully executed copy of this Agreement to Buyer and the Escrow Agent on or before close of business on November 20, 2015, then the offer of Buyer set forth in this Agreement shall be deemed automatically withdrawn and of no further force or effect. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument.

38. Entire Agreement and Modifications. This Agreement constitutes the final and entire agreement between the parties hereto and they shall not be bound by any terms, covenants, conditions, representations or warranties not expressly contained

herein. This Agreement may not be amended except by written instrument executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first written above.

ATTEST:

SELLER:

CITY OF GREENVILLE

Carol L. Barwick, City Clerk

By: _____(SEAL)

Name: Allen M. Thomas

Title Mayor

Date: 11-13-15

WITNESS:

Jim I. Blount

BUYER:

SIDEWALK GREENVILLE LLC

By: _____(SEAL)
Tim Elliott, Manager

Date: 11/12/15

JOINDER OF ESCROW AGENT

The undersigned joins in the execution of the foregoing Agreement for the sole purpose of agreeing to hold and apply the Deposit subject to and in accordance with the terms of the foregoing Agreement.

ESCROW AGENT:

Steven R. Jones,The Jones Law Firm, P.A.

By: _____ (SEAL)
Steven R. Jones

Date: 11/16/15

APPROVED AS TO FORM:

BY: _____
David A. Holec, 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: Bernita W. Demery
Bernita W. Demery, CPA, Director of Financial Services

Account Number_____

Project Code (if applicable)_____

EXHIBITS AND SCHEDULES

1.	EXHIBIT A	LEGAL DESCRIPTION OF PROPERTY
2.	EXHIBIT B	MASTER PLAN FOR DEVELOPMENT Attachment B-1 - **Market Rate Housing Apartment versus Student Housing**
3.	EXHIBIT C	DESCRIPTION OF SURFACE PARKING LOT

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lot One (1)

1.9006 ACRE LOT

Being that certain lot or parcel of land lying and being situate in the City of Greenville, Greenville Township, Pitt County, North Carolina, bounded on the northeast by NCSR 1610 (Pitt-Greene Connector), on the southeast by NCSR 1620 (Dickinson Avenue), on the southwest by the proposed eastern right of way of Eighth Street and by the property of Betty Haddock Hardee, on the west by the eastern right of way of Pitt Street and on the north by the south boundary of proposed Lot 3 and being more particularly described as follows:

Commencing at an existing North Carolina Department of Transportation (NCDOT) right of way disk located on the east right of way of Pitt Street at -L- station 12+81.724, 32.81 feet right as shown on the plans for NCDOT project number 8.2220601; thence S 16°02'40"W 213.09 feet to a point on the east right of way of Pitt Street; thence with the east right of way of Pitt Street S 13°00'19"W 184.02 feet to the POINT OF BEGINNING; thence from said beginning point so established along the south line of proposed Lot 3 N 55°07'12"E 29.15 feet to a point; thence continuing with the south line of proposed Lot 3 N 65°45'26"E 56.42 feet to a point; thence continuing with the south line of said Lot 3 S 75°30'20"E 4.27 feet to a point on the proposed new western right of way of NCSR 1610 (Pitt-Greene Connector); thence with the proposed new western right of way of NCSR 1610 along the arc of a curve to the left having a radius of 540.24 feet, a central angle of 10°34'07", an arc length of 99.65 feet and a chord of S 28°11'24"E 99.51 feet to a point; thence continuing with the proposed new west right of way of NCSR 1610 S 26°23'29"E 36.97 feet to a point on the existing west right of way line of NCSR 1610 as established by Deed Book 900, Page 40 of the Pitt County Registry; thence along and with said existing west right of way line of NCSR 1610 the following courses and distances; S 31°24'15"E 110.28 feet to a point, S 35°39'45"E 120.19 feet to a point and S 09°20'15"W 35.46 feet to a point on the north right of way of NCSR 1620 (Dickinson Avenue); thence with the north right of way of NCSR 1620 S 54°22'55"W 165.76 feet to a point on the proposed north right of way line of Eighth Street; thence with said proposed north right of way line along the arc of a curve to the left having a radius of 225.00 feet, a central angle of 34°34'00", an arc length of 135.74 feet and a chord of N 52°38'25"W 133.69 feet to a point on the east line of the property of Betty Haddock Hardee as recorded in Deed Book R-38, Page 663 and Deed Book D-43, Page 285, both of the Pitt County Registry; thence with the Hardee east line N 08°40'52"E 8.95 feet to the northeast corner of said Hardee property; thence with the Hardee north property line N 77°59'49"W 95.39 feet to a point on the east right of way of Pitt Street; thence with the east right of way of Pitt Street N 13°00'19"E 303.31 feet to the POINT OF BEGINNING containing 1.9006 acres and further being comprised of portions of Pitt County Tax Parcels 16544, 11307 and 06932. The bearings in this description are based on NC Grid North (NAD 83/2001) and all distances are horizontal field distances.

Lot Two (2)

0.0706 ACRE LOT

Being that certain lot or parcel of land lying and being situate in the City of Greenville, Greenville Township, Pitt County, North Carolina, bounded on the northeast by the proposed southern right of way of Eighth Street, on the southeast by NCSR 1620 (Dickinson Avenue), on the southwest by the property of Barbara Ann Creech Garris and by the property of Rayn Enterprises, LLC, on the northwest by the property of Betty Haddock Hardee and being more particularly described as follows:

Commencing at an existing North Carolina Department of Transportation (NCDOT) right of way disk located on the east right of way of Pitt Street at -L- station 12+81.724, 32.81 feet right as shown on the plans for NCDOT project number 8.2220601; thence S 16°02'40"W 213.09 feet to a point on the east right of way of Pitt Street; thence with the east right of way of Pitt Street S 13°00'19"W 487.33 feet to a point at the northwest corner of the property of Betty Haddock Hardee as described in Deed Book R-38, Page 663 and Deed Book D-43, Page 285, both of the Pitt County Registry; thence with the Hardee north line S 77°59'49"E 95.39 feet to the northeast corner of said Hardee property; thence with the Hardee east line the following courses and distances: S 08°40'52"W 30.24 feet to a point, S 37°05'08"E 39.40 feet to a point and S 54°10'06"W 12.56 feet to a point on the proposed southern right of way line of Eighth Street and being the POINT OF BEGINNING; thence from said beginning point so established along the proposed southern right of way line of Eighth Street with the arc of a curve to the right having a radius of 175.00 feet, a central angle of 24°40'53", an arc length of 75.39 feet and a chord of S 47°37'23"E 74.80 feet to a point on the northwest right of way of NCSR 1620 (Dickinson Avenue); thence with the northwest right of way of NCSR 1620 S 54°22'55"W 47.06 feet to a point on the northeast line of the property of Barbara Ann Creech Garris as recorded in Deed Book 2553, Page 93 of the Pitt County Registry; thence with said Garris northeast line and the northeast line of the property of Rayn Enterprises, LLC as recorded in Deed Book 2381, Page 536 of the Pitt County Registry

N 35°38'57"W 73.05 feet to a point at the southeast corner of the aforementioned Betty Haddock Hardee property; thence with said Hardee east property line N 54°10'06"E 31.54 feet to the POINT OF BEGINNING containing 0.0706 acre and being a portion of Pitt County Tax Parcel 16544. The bearings in this description are based on NC Grid North (NAD 83/2001) and all distances are horizontal field distances.

EXHIBIT B

MASTER PLAN FOR DEVELOPMENT

The development on the Property shall be herein referred to as the Project.

1. The exterior façade of the Project shall be no less than forty percent (40%) masonry and shall not include any vinyl.

2. The Property shall only be developed as a "mixed use" development incorporating office, retail, along with parking on the lower floors and residential development on upper floors. There shall be no less than 20,000 square feet of leasable office and retail space.

3. The Project shall include at least 120 total residential units and will contain student rental housing units and non-student market rate professional rental housing units. There shall be a minimum of 45 non-student market rate professional units in the first 120 residential units and a one to one ratio of student rental housing units and non-student market rate professional rental housing units for additional units above the first 120 residential units.

4. Residential units in the Project may include student oriented housing to include "quad style" suites with appropriate permitting in accordance with applicable provisions of the Zoning Ordinance, however student oriented housing units shall not exceed a ratio of five beds for every one bed of non-student market rate professional rental housing.

5. Student rental housing units and non-student market rate professional rental housing units must be separate distinct spaces and shall not have common access or share common areas or share common amenities.

6. The non-student market rate professional rental housing units will be different from the student rental housing units based upon the number of bedrooms in a unit, the amenities, and the interior finishes, as explained in the attachment entitled Market Rate Housing Apartments versus Student Housing, labelled as Attachment B-1, and incorporated herein by reference.

7. Sidewalk shall make its best reasonable efforts to include a sit-down, non-fast food restaurant in the Project and medium to high end retail in the Project.

ATTACHMENT B-1

Market Rate Housing Apartment versus Student Housing

There is a great need for young professional (21-29 year olds) urban lifestyle housing in Greenville, NC. Amenity-driven "Live/Work/Play" lifestyle is not prevalent in Greenville to serve this growing population who prefer less reliability on cars. This generation prefers a walkable community with shred cultural, retail, and housing opportunities.

Sidewalk Development takes its very name from this momentum shift in University Town living. Our motto is "Rebuilding the art of the stroll" where we merge the needs of Campus, Commerce, and Community. Communities who celebrate a more holistic view of real estate development product will be more apt to keep young professionals in town through job, cultural, and shopping growth.

Dickinson Avenue is the prime target for such a project. Retail opportunities are ripe here along with access to a new Transportation center, short walk to retail on 4th street, and other office buildings sure to come within the Uptown District. The University's planned Millennial Campus at 10th and Dickinson will celebrate future technology and biotech job opportunities.

As such, a mix of market rate professional apartment housing and more "urban-focused" walkable housing is also needed to keep the University and the city relevant to the next 3 decades of learners and young professionals.

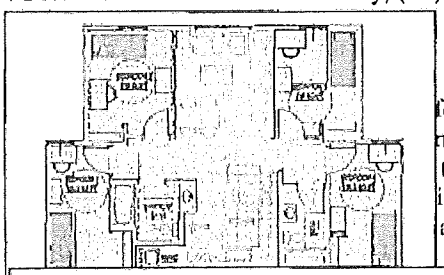
Differences between Market Rate housing and Student Housing:

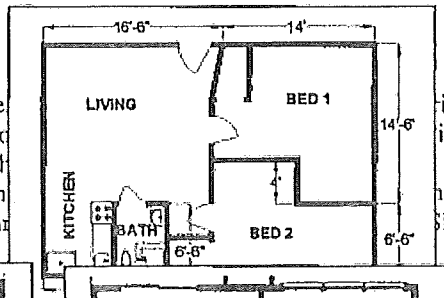
1. Size & Mix of Unit

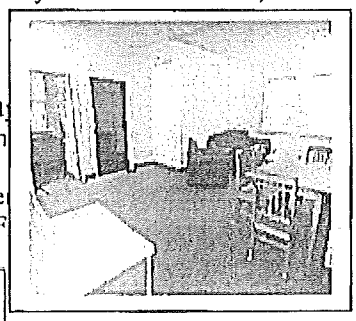
<u>Student Housing</u>: Typically, student housing product needs to be more efficient in its layout and generally offers a majority of 4 bedroom product with some 2 bedroom selection. Very few one-bedroom and 3 bedroom plans may be available, but this is more generated by the unique plan of the building (forced by site conditions) than by developer choice. A 4 bedroom 4-bath product will be 1,375 SF.

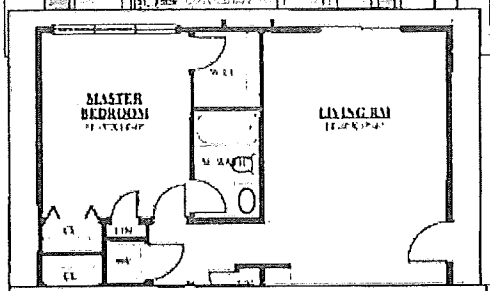
Example Student Housing Floor Plans:

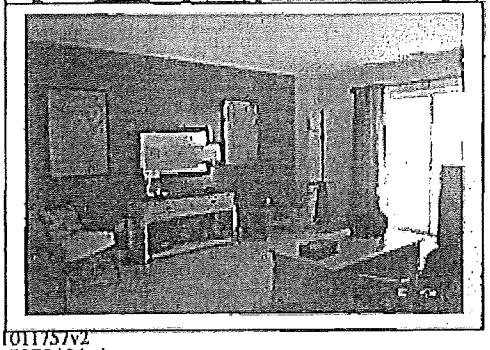
4 Bedroom Unit at Rowan University, (NJ): 1,250 SF / 2 Bedroom unit; 630 SF (created by Owners of Sidewalk)

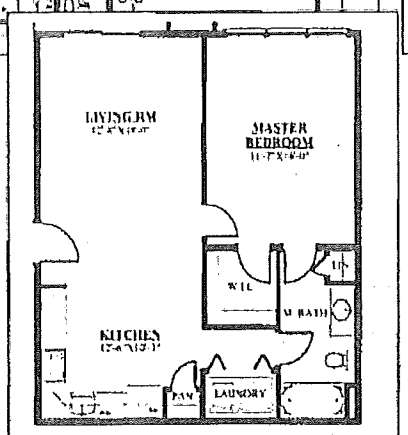












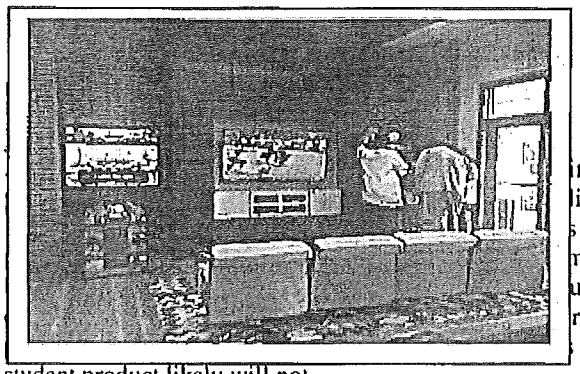
Aspen
1 bedroom apartment home - 761 Sq.Ft.

2. Amenities:

Student Housing: University product will have shared amenities and would include a common "Lounge" within the building; a fitness center; exterior courtyard area. Student Lounges in Student Housing product tend to be in common "hallway" or Lobby areas, and not separate and distinct ornate spaces.

Example of University "Lounge" area:

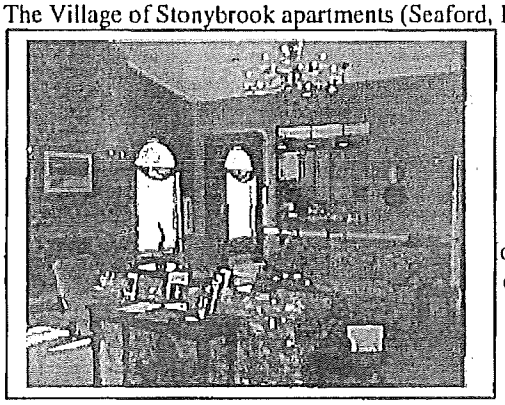
West VA University Student Housing (Owner of Sidewalk's Daughter resides here). (Note in path of Exit door)



ng is typical of a common Living Room/Library area within
ling in Greenville at the corner of Reade Circle and
such, the design will have corner balconies for the
n and Library space will have a balcony to enjoy the
urch steeple and Uptown. Also a Rooftop Pool will be
r roof garden will be available to apartment residents. A
in the apartment building will have balconies, whereas the student product likely will not.

Example of Common Living Room area for market rate apartments:

The Village of Stonybrook apartments (Seaford, DE) , developed by Sidewalk Partner:



ousing building will not be as ornate. The appliances will not be as
cabinet selections will be less superior to the apartment building.

EXHIBIT C
DESCRIPTION OF SURFACE PARKING LOT

Being the property located in the City of Greenville, North Carolina, located within the area bounded by Bonners Lane, Clark Street, Atlantic Avenue, and the southern portion of Tax Parcel Number 034561 and other property to the south, consisting of approximately 1.92 acres, and being Pitt County Tax Parcel Numbers 005512, 006262, 013546, 001760, 015813, 019875, and 019874 and the northern portion of Tax Parcel Number 034561.

Doc ID: 013754320004 Type: CRP
Recorded: 02/16/2017 at 04:40:25 PM
Fee Amt: $26.00 Page 1 of 4
Pitt County, NC
Lisa P. Nichols REG OF DEEDS
BK 3526 PG 68-71

FILE: THE JONES LAW FIRM, P.A.

NORTH CAROLINA
PITT COUNTY

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Memorandum") is made this 15th day of February, 2017, by and between **SIDEWALK GREENVILLE LLC**, a Delaware limited liability company, ("Buyer") and **CITY OF GREENVILLE,** a municipal corporation organized and existing pursuant to the laws of the State of North Carolina ("Seller").

WITNESSETH:

WHEREAS, the Buyer and Seller entered into an Agreement of Sale dated November 13, 2015, (the "Agreement"), for the sale by Seller to Buyer of Lot Number 1 and Lot Number 2 of Eighth Street Acres as shown on the plat prepared by Spruill & Associates, Inc., and recorded in Map Book 79, Page 108, of the Pitt County Register of Deeds (the "Property");

WHEREAS, the Agreement also provided that after the sale and purchase of the Property pursuant to the Agreement ("Closing"), the Buyer would develop the Property and other undertakings by the Buyer and Seller would be performed; and

WHEREAS, the purpose of this Memorandum is to provide notice of the provisions of the Agreement relating to the development of the Property and the other undertakings to be performed by the Buyer and Seller;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

1) After the Closing, Buyer shall develop the Property and perform the streetscape improvements in accordance with the provisions of section 11 of the Agreement.

2) The Buyer and Seller shall perform the other undertakings in accordance with the provisions of section 13 of the Agreement. Notwithstanding the foregoing and in acknowledgement that the Closing was extended for ninety (90) days in accordance

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with the provisions of section 6 of the Agreement, it is agreed that the option of the Seller set forth in section 13(b) relating to the failure of the Buyer to make an application for a building permit may not be exercised unless the Buyer does not make an application for a building permit within thirty (30) days following receipt by Buyer of written notice from Seller noting the requirement to apply for a building permit.

3) The provisions of section 11 and section 13 as set forth in the Agreement are hereby incorporated into this Memorandum as if set out in full herein. Except as specifically modified herein, the terms or provisions of section 11 and section 13 of the Agreement, and the rights, duties, obligations, conditions and agreements created thereby, remain in full force and effect. A copy of the Agreement is on file at the following location:

   City Clerk's Office
   City of Greenville
   200 West Fifth Street
   Greenville, NC 27858

4) This Memorandum shall be recorded in the Office of the Pitt County Register of Deeds and shall be indexed in the name of the Buyer in the grantor index. Upon issuance of a certificate of occupancy for the Property, the parties shall execute a termination of this Memorandum in recordable form.

IN WITNESS WHEREOF, the Buyer and Seller hereto have caused this Memorandum of Agreement to be executed as of the day and year first above written.

SELLER:

CITY OF GREENVILLE

By: _____
Allen M. Thomas, Mayor

(SEAL)

Date: 2/15/17

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NORTH CAROLINA
PITT COUNTY

I, Rhonda B. Wilkerson, Notary Public in and for the aforesaid County and State, do hereby certify that Allen M. Thomas, Mayor for the City of Greenville, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal, this the 15 day of February, 2017.

Rhonda B. Wilkerson
Notary Public
Rhonda B. Wilkerson
Print Name

Rhonda B. Wilkerson
Notary Public
Pitt County, North Carolina

My Commission Expires: May 21, 2017

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BUYER:

SIDEWALK GREENVILLE LLC

By: Richard Kirk mgr.
Richard Kirk, Manager

(SEAL)

Date: Feb 14, 2017

OHIO
FRANKLIN COUNTY

I, Joanne Goldhand, Notary Public in and for the aforesaid County and State, do hereby certify that Richard Kirk, Manager of Sidewalk Greenville LLC, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal, this the 14th day of February, 2017.

NOTARIAL SEAL STATE OF OHIO

JOANNE I. GOLDHAND
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

Notary Public

Joanne Goldhand
Print Name

My Commission Expires: NA

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NORTH CAROLINA
PITT COUNTY

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this the 15th day of February, 2017, by and between the City of Greenville, a North Carolina municipal corporation, Party of the First Part and hereinafter referred to as "LESSOR", and Sidewalk Greenville LLC, a Delaware limited liability company, Party of the Second Part and hereinafter referred to as "LESSEE";

Subject to the terms and conditions of this Lease Agreement and effective upon the date of the sale by the LESSOR to LESSEE of the Property (defined below) if any, LESSOR does hereby let and lease unto the LESSEE, and LESSEE does hereby lease from the LESSOR two hundred (200) parking spaces on a parcel of land containing approximately 2.2749 acres of land and bounded by Bonners Lane, Clark Street and Atlantic Street (the "Surface Parking Lot"), as more particularly described on Exhibit A attached hereto and made a part hereof.

The terms and conditions of this Lease Agreement are as follows:

1. Term.

The term of this Lease Agreement is for forty (40) years, commencing on the day that the Certificate of Occupancy for the LESSEE's development of the Property is issued or the day that is twenty four (24) months after the issuance of the building permit for the LESSEE's development of the Property, whichever is earlier, and continuing until the last day of the month containing the fortieth anniversary of the date of commencement of the term. The parties shall enter a confirmation of the term at the request of either of them. The term of this Lease Agreement may be extended for an additional ten (10) year period at the election of the LESSEE by the provision of at least one hundred eighty (180) days written notice to the LESSOR prior to the expiration of the initial lease term and in the event of such extension, all of the terms and conditions of this Lease Agreement shall continue in force and effect.

2. Rent.

The LESSEE shall pay rent to the LESSOR for the parking spaces as hereinafter provided. The annual rent shall be paid by the first day of September of each year. Rent payments shall be delivered to the Director of Financial Services of the City of Greenville, P.O. Box 7207, Greenville, NC 27835.

The annual rent for the initial year shall be One Hundred Fifteen Thousand Two Hundred and no/100ths Dollars ($115,200.00). After the initial year, Lessor may increase the annual rent in the same amount, multiplied by 200, that LESSOR increases the rental charged by LESSOR for parking spaces in LESSOR lots in the uptown area (as defined below) provided in no event shall the percentage of any increase exceed the cumulative US Consumer Price Index (CPI)(All Urban Consumers) increase since the last rent adjustment. LESSOR shall give LESSEE at least 60 days prior written notice of any such increase.

For the purpose of this Agreement, the uptown area shall be the geographic area bounded by the following; on the north by First Street, on the east by Reade Street between First Street and Cotanche Street and by Cotanche Street between Reade Street and Tenth Street, on the south by Tenth Street, and on the west by Dickinson Avenue between Tenth Street and Pitt Street and by Pitt Street between Dickinson Avenue and First Street.

3. Use of Leased Spaces.

During the term of this Lease Agreement, the parking spaces shall be used by LESSEE for parking purposes only and shall be limited to use by the residents and the employees of the mixed use development developed by the LESSEE located on the 1.9006 acre lot adjacent to Pitt Street, Reade Circle and Dickinson Avenue which is Lot 2 on the map of Eighth Street Acres recorded in Map Book 79, Page 108, Pitt County Registry (hereinafter, the "Property"). The parking spaces specifically shall not be made available for the general use by a customer or patron of the development on the Property.

The parking spaces shall not be used for the following: (i) conducting vehicle repairs (unless an emergency); (ii) washing vehicles; (iii) servicing vehicles; (iv) storing, maintaining or otherwise introducing any hazardous substances or materials, whether inside or outside of any motor vehicle (provided gasoline, motor oil, anti-freeze, transmission fluid and other chemicals customarily (now or in the future) used in connection with the operation of motor vehicles are not prohibited inside the fuel tank or other receptacle of the motor vehicle); (v) storing, maintaining or otherwise introducing any combustible or inflammable substances or any material or substance prohibited by regulation, ordinance or law, whether inside or outside of a motor vehicle (other than gasoline in the fuel tank of the motor vehicle and other chemicals commonly used in a motor vehicle which are inside the fuel tank or other receptacle of the motor vehicle; and (vi) except with LESSOR's prior written consent parking more than one motor vehicle of any kind in a parking space.

4. Designation of Spaces

The LESSOR shall designate the parking spaces on the Surface Parking Lot which are leased to the LESSEE pursuant to this Lease Agreement. The LESSOR may, at any time and for any reason, change the location of any or all of the parking spaces to another location within the Surface Parking Lot.

5. Signage.

The LESSOR shall be responsible for providing and maintaining appropriate "Leased Parking Only" signs on the parking spaces. The LESSEE shall not in any way mark or sign the parking spaces.

6. Towing.

The LESSEE is responsible for initiating any towing of unauthorized vehicles from the parking spaces. LESSEE may hire licensed towers to remove unauthorized vehicles from the parking spaces and may permit such towers to charge the owners of the unauthorized vehicles, in accordance with law.

7. Repairs and Maintenance.

The LESSOR shall, at its expense, be responsible for the repair and maintenance of the Surface Parking Lot and shall keep the Surface Parking Lot striped to permit at least 200 motor vehicles and free of potholes or excessive alligatoring and other signs of wear and tear.

The LESSEE shall, at its expense, be responsible for keeping the parking spaces in a good, clean, neat, and usable condition at all times. The LESSEE shall not cause or knowingly permit any nuisance on the parking spaces.

8. Alterations and Improvements.

No alterations or improvements shall be made to the parking spaces or the Surface Parking Lot by the LESSEE.

9. Access.

The LESSEE shall have non-exclusive use of any driveways and drive lanes for vehicular and pedestrian ingress and egress over, on, and across the Surface Parking Lot, to obtain access to and from the parking spaces.

10. Temporary Closure.

The LESSOR reserves the right, in its sole discretion, to temporarily close off all or any portion of the Surface Parking Lot for alteration, repair, or maintenance. Except for any repair requiring immediate attention as determined by the LESSOR, LESSOR shall provide at least 30 days prior written notice of any such closure. LESSOR shall not close the Surface Parking Lot more than twice in any calendar year or for more than 3 consecutive days without providing alternative parking or rent abatement, whichever the LESSOR elects to provide.

11. Insurance.

The LESSEE will at all times during the term of this Lease Agreement, at its own cost and expense, insure and keep in effect insurance against claims for personal injury or property damage occurring on, in, or about the parking spaces on the Surface Parking Lot under a policy of general liability insurance with a combined single limit of not less than $1,000,000 with the LESSOR named as an additional named insured, written by an insurance company or companies authorized to do business in the State of North Carolina. The LESSEE shall provide the LESSOR with a certificate of insurance evidencing said coverage.

12. Damage or Loss.

The LESSOR shall not be liable for any loss, damage or injury to the property of the LESSEE or to persons, property or effects of any other person, firm or corporation, incurred upon the parking spaces or on adjacent areas occupied by the LESSEE, caused by any present, future, latent or other defect in the form or condition of the parking spaces.

13. Security.

Except as provided herein, the LESSOR does not furnish, will not furnish and is under no obligation to furnish any security services or equipment whatsoever in, on, or around the Surface Parking Lot, including security guards or alarms. The LESSOR shall provide lighting at the Surface Parking Lot and any parking deck replacement as provided in Section 19 below and any security measures (such as but not by way or limitation or requirement, fences or telephones) provided in all city parking lots in the Uptown Area. LESSEE shall be permitted to install close circuit cameras and other security measures it deems necessary, subject to LESSOR's approval as to means, materials, and location of installation. Parkers shall be solely responsible for the safety, care, and protection of any vehicles parked in the Surface Parking Lot, and any property stored in or on such vehicles.

14. No Bailment.

The LESSOR will not be deemed to have or to have created a bailment of, custody of, care of or control over any motor vehicles on the Surface Parking Lot, or of and over any property located in or on those vehicles, and the LESSOR will not be deemed to have or to have created temporary or permanent dominion or control over any such vehicles or property.

15. Indemnity.

To the extent permitted and limited by the laws of North Carolina, the LESSEE agrees to indemnify and hold harmless the LESSOR and its officers and employees from and against any and all claims and demands arising out of the use of the leased parking spaces by LESSEE or its permittees whether from injury to person, loss of life, or damage to property,

16. Assignment and Subletting.

Except as hereinafter provided, the LESSEE may not assign or transfer this Lease Agreement without the prior written consent of the LESSOR and may not sublease or permit the use of the parking spaces leased hereby except as expressly permitted by Section 3 of this Lease. Notwithstanding the foregoing, the LESSEE shall have the right to assign this Lease Agreement to an entity concurrently with the conveyance to the identical entity of the development on the Property. Written notice of any assignment specifying the effective date of a conveyance of this Lease Agreement shall be given to the LESSOR at least twenty (20) days prior to the effective date.

17. Surrender on Termination.

Upon the termination of this Lease Agreement for any reason, the LESSEE shall yield and deliver peaceably to the LESSOR possession of the parking spaces free of all debris, garbage, and personal property.

18. Default.

If LESSEE shall neglect to pay any annual installment of rent when due, or shall neglect to do and perform any other matter agreed to be done pursuant to this Lease Agreement, and shall remain in default for a period of thirty (30) days after receiving written notice from LESSOR calling attention to the non-payment or default, LESSOR may declare this Lease Agreement terminated and take possession of the leased premises without prejudice to any other legal remedy it may have on account of such default. If LESSOR neglects to do or perform any matter agreed to be done by LESSOR in this Lease Agreement, and such failure prevents LESSEE's or its permittee's use of the parking spaces, and such prevention continues for a period of thirty (30) days after written notice from the LESSEE calling attention to such prevention the LESSEE may cure such prevention and offset the reasonable, actual costs of such cure against rent due or to become due in the future or declare this Lease Agreement terminated without prejudice to any other legal remedy it may have on account of such default.

19. Suspension of Lease

At any time after the conclusion of the second year of the lease term, LESSOR may, after the provision of written notice to LESSEE given at least one (1) year prior to the effective date of suspension, suspend the lease of the parking spaces at the Surface Parking Lot for a period of time, which shall not exceed a one (1) year period and shall begin no earlier than August 1 of a year and end no later than July 31 in the following year, for the purpose of allowing the construction of a parking deck upon the Surface Parking Lot. LESSOR shall employ its best efforts to provide alternative parking spaces for the parking provided hereunder to LESSEE during the suspension including relocation to other parking spaces in LESSOR lots in the uptown area, if available. Provided that alternative parking spaces are provided, LESSEE shall continue to pay the annual rental on a pro rata basis based upon the number of alternative parking spaces provided. After the construction of the parking deck is completed, LESSEE shall be provided the 200 spaces leased hereby in the parking deck constructed on the Surface Parking Lot in accordance with this Lease Agreement.

20. Parking Requirements for Development on the Property.

It is understood and agreed that the LESSEE is leasing the parking spaces pursuant to this Lease Agreement for the purpose of contributing to the number of parking spaces necessary to meet the parking requirements for the development on the Property, as required by the Greenville City Code.

The LESSOR and LESSEE understand and agree that, during the period that a suspension of the lease in accordance with Section 19 of this Lease Agreement is in effect, said suspension shall be considered as a governmental action which relieves LESSEE from the parking requirements for the development on the "Property", as required by the Greenville City Code and that therefore, the Property shall be deemed in in compliance with all zoning and land use and parking requirements during the suspension.

21. Notices.

Any notice provided for herein shall be deemed to have been served sufficiently when presented personally or sent by first class mail addressed as follows:

If to LESSOR:
City of Greenville
Attn: City Manager
P.O. Box 7207
Greenville, NC 27835

If to LESSEE:
Sidewalk Greenville LLC
Attn: Manager
3432 Henrietta Hartford Road
Mt. Pleasant, SC 29466

Addresses for the purpose of this section can be changed by written notice to the other party by certified mail with returned receipt requested.

22. Legal and Regulatory Duties.

The LESSEE shall observe all applicable local, state, and federal laws and regulations as they pertain to LESSEE's use of the parking spaces. LESSEE shall indemnify and hold harmless the LESSOR from and against any liability arising from LESSEE's failure to observe such laws or regulations.

23. Amendment.

This Lease Agreement shall not be altered, amended or modified except by an agreement in writing executed by the duly authorized officials of the LESSOR and LESSEE.

24. Entire Agreement.

This Lease Agreement incorporates all prior agreements regarding the subject matter hereof and is the only agreement between the parties hereto with respect to the subject matter hereof and contains all of the terms agreed upon, and there are no other agreements, oral or written, between the parties hereto with respect to the subject matter thereof.

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

LESSOR:

CITY OF GREENVILLE

By: _____(SEAL)
Allen M. Thomas, Mayor

Date: 2/15/17

1044442v2

CO\5408391.8

NORTH CAROLINA
PITT COUNTY

I, Rhonda B. Wilkerson, Notary Public in and for the aforesaid County and State, do hereby certify that Allen M. Thomas, Mayor for the City of Greenville, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal, this the 15th day of February, 2017.

Rhonda B. Wilkerson
Notary Public

Rhonda B. Wilkerson
Notary Public
Pitt County, North Carolina

Rhonda B. Wilkerson
Print Name

My Commission Expires: May 21, 2017

1044442v2

CO\5408391.8

LESSEE:

SIDEWALK GREENVILLE LLC

By: _____ (SEAL)
Richard Kirk, Manager

Date: _____

OHIO
FRANKLIN COUNTY

I, Joanne Goldhand, Notary Public in and for the aforesaid County and State, do hereby certify that Richard Kirk, Manager of Sidewalk Greenville LLC, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal, this the 14th day of February, 2017.

NOTARIAL SEAL
STATE OF OHIO

JOANNE I. GOLDHAND
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

Notary Public

Joanne Goldhand
Print Name

My Commission Expires: N/A

1044442v2

CO\5408391.8

APPROVED AS TO FORM:

BY: _____
David A. Holec, City Attorney

PRE-AUDIT CERTIFICATION:

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

Bernita W. Demery _____ Date 2/14/2017
Bernita W. Demery, Director of Financial Services

Account Number _____

Project Code (if applicable) _____

1044442v2

CO\5408391.8

EXHIBIT A

DESCRIPTION OF SURFACE PARKING LOT

Situate in Greenville Township, Pitt County, North Carolina, being located on the south side of Bonners Lane and between Clark Street and Atlantic Avenue, being more completely described as follows:

BEGINNING at a point located at the intersection of the eastern right of way of Atlantic Avenue with the southern right of way line of Bonners Lane; thence running along the northern right of way of Bonners Lane being the back of curb, S 78°30'17" E – 133.90 feet to a point, thence continuing along the right of way, S 75°19'27" E – 47.60 feet to an iron pipe set; thence leaving the existing right of way line of Bonners Lane and running along a new right of way the following courses: S64°49'22"E – 104.28 feet to an iron pipe set, S 74°49'11"E – 44.64 feet to an iron pipe set at the point of curvature of a curve; thence running along the curved right of way being a curve to the right with a radius of 20.00 feet as measured along a chord of S 29°37'05" E – 28.38 feet to an iron pipe set in the western right of way of Clark Street; thence running along the western right of way line of Clark Street, S 15°35'02" W – 302.08 feet to a point at the intersection of the western right of way line of Clark Street with the northern line of a 10 foot alleyway recorded in Map Book 3, Page 106; thence running along the northern line of the alleyway and continuing along the projection of the northern line of the alleyway, N 76°50'25" E – 294.77 feet to an iron pipe set in the eastern right of way line of Atlantic Avenue; thence running along the eastern right of way line of Atlantic Avenue, N 10°00'00" E – 40.58 feet to an existing iron pipe; thence continuing along the eastern right of way line of Atlantic Avenue, N 09°27'16" E – 282.53feet to the POINT OF BEGINNING, containing about 2.2749 acres.

Doc ID: 013754340004 Type: CRP
Recorded: 02/16/2017 at 04:41:11 PM
Fee Amt: $26.00 Page 1 of 4
Pitt County, NC
Lisa P. Nichols REG OF DEEDS
BK 3526 PG 75-78

Prepared by and ~~return~~ to: **THE JONES LAW FIRM, P.A.** File.

Joanne I. Goldhand, Esq.
Ice Miller LLP
250 West Street Suite 700
Columbus, OH 43215-7509

MEMORANDUM OF LEASE

This MEMORANDUM OF LEASE is entered into as of this 15 day of February, 2017, by and between the City of Greenville, a North Carolina municipal corporation, and Sidewalk Greenville LLC, a Delaware limited liability company, to set forth following information:

The parties hereto have entered into a Lease Agreement of even date herewith under the following terms:

a. **Name and Address of Lessor:**
City of Greenville
Attn: City Manager
P.O. Box 7207
Greenville, NC 27835

b. **Name and Address of Lessee:**
Sidewalk Greenville LLC
Attn: Manager
3432 Henrietta Hartford Road
Mt.Pleasant, SC 29466

With a copy to:

Sidewalk Greenville LLC
Attn: Manager
150 E. Broad Street
Second Floor
Columbus, OH 43215

CO\5492944.2

4

c.	**Date of Execution of Indenture of Lease:**	February 15, 2017
d.	**Description of Leased Premises Including ORC §5301.011 Reference:**	200 parking spaces located on the property described on Exhibit A.
e.	**Term of Lease:**	40 years
f.	**Renewal or Extension Rights:**	One (1) option to extend the term for ten (10) years commencing immediately upon the then effective expiration of the Lease Term.
g.	**Commencement Date:**	The earlier of (a) date that a certificate of occupancy is issued for a mixed use development of land adjacent to Pitt Street, Reade Circle and Dickinson Avenue which is Lot 2 on the map of Eighth Street Acres recorded in Map Book 79, Page 108, Pitt County Registry (the Property) or (b) the day that is twenty four (24) months after the issuance of the building permit for the Lessee's development of the Property.

IN WITNESS WHEREOF, the parties hereto have duly executed this Memorandum of Lease as of the day and year first above referenced.

Lessor:

City of Greenville

By: _____
Name: Allen M. Thomas
Its: Mayor

ACKNOWLEDGMENT:

STATE OF NORTH CAROLINA)
) SS:
COUNTY OF PITT)

The foregoing instrument was acknowledged before me this 15th day of February, 2017, by Allen M. Thomas, the Mayor of the City of Greenville, on behalf of the City.

Rhonda B. Wilkerson
Notary Public
Rhonda B. Wilkerson
Printed Name

Rhonda B. Wilkerson
Notary Public
Pitt County, North Carolina

Commission expires
May 21, 2017

CO\5492944.2

Lessee:

Sidewalk Greenville, LLC

By: [signature]
Name: Richard Kirk
Its: Manager

ACKNOWLEDGMENT:

STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 14th day of February 2017 by Richard Kirk, manager of Sidewalk Greenville, LLC on behalf of the limited liability company.

[signature]
Notary Public
Joanne Goldhand

NOTARIAL SEAL STATE OF OHIO

JOANNE I. GOLDHAND
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Section 147.03 R.C.

CO\5492944.2

EXHIBIT A

DESCRIPTION OF SURFACE PARKING LOT

Situate in Greenville Township, Pitt County, North Carolina, being located on the south side of Bonners Lane and between Clark Street and Atlantic Avenue, being more completely described as follows:

BEGINNING at a point located at the intersection of the eastern right of way of Atlantic Avenue with the southern right of way line of Bonners Lane; thence running along the northern right of way of Bonners Lane being the back of curb, S 78°30'17" E – 133.90 feet to a point, thence continuing along the right of way, S 75°19'27" E – 47.60 feet to an iron pipe set; thence leaving the existing right of way line of Bonners Lane and running along a new right of way the following courses: S64°49'22"E – 104.28 feet to an iron pipe set, S 74°49'11"E – 44.64 feet to an iron pipe set at the point of curvature of a curve; thence running along the curved right of way being a curve to the right with a radius of 20.00 feet as measured along a chord of S 29°37'05" E – 28.38 feet to an iron pipe set in the western right of way of Clark Street; thence running along the western right of way line of Clark Street, S 15°35'02" W – 302.08 feet to a point at the intersection of the western right of way line of Clark Street with the northern line of a 10 foot alleyway recorded in Map Book 3, Page 106; thence running along the northern line of the alleyway and continuing along the projection of the northern line of the alleyway, N 76°50'25" E – 294.77 feet to an iron pipe set in the eastern right of way line of Atlantic Avenue; thence running along the eastern right of way line of Atlantic Avenue, N 10°00'00" E – 40.58 feet to an existing iron pipe; thence continuing along the eastern right of way line of Atlantic Avenue, N 09°27'16" E – 282.53feet to the POINT OF BEGINNING, containing about 2.2749 acres.

CO\5492944.2

TERMINATION OF MEMORANDUM OF AGREEMENT

THIS TERMINATION OF MEMORANDUM OF AGREEMENT (this "**Termination**") is made this ___ day of _____, 2022, by and between the City of Greenville, a North Carolina municipal corporation ("**Greenville**"), and Sidewalk Greenville LLC, a Delaware limited liability company ("**Sidewalk**").

RECITALS:

A. A Memorandum of Agreement (the "**Memorandum**") was made and entered into on February 15, 2017, by and between Sidewalk, as buyer, and Greenville, as seller, was recorded on February 16, 2017, at Book 3526, Page 68, Pitt County, North Carolina Registry.

B. The Memorandum evidenced certain post-closing obligations of Sidewalk under the Agreement of Sale by and between Greenville and Sidewalk for Lot Number 1 and Lot Number 2 of Eighth Street Acres as shown on the plat prepared by Spruill & Associates, Inc., and recorded in Map Book 79, Page 108, of the Pitt County Register of Deeds (the "**Property**").

C. The obligations have been completed and a certificate of occupancy for the Property has been issued.

D. Pursuant to Section 4 of the Memorandum, Greenville and Sidewalk desire to terminate the Memorandum. This Termination does not impact the duties of the Parties set forth in the Agreement of Sale dated November 13, 2015, including conditions in the Master Plan for Development set forth in Exhibit B, except as otherwise agreed by Greenville and Sidewalk, and its successors and assigns.

NOW, THEREFORE, in consideration of these premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agree as follows.

1. The Recitals set forth above are incorporated herein by reference.

2. The Memorandum is hereby terminated in its entirety.

3. The parties shall cause this Termination to be recorded in the Office of the Pitt County Register of Deeds.

IN WITNESS WHEREOF, the undersigned have executed this Termination as of the date first above written.

GREENVILLE:

CITY OF GREENVILLE

By: _____

Printed: _____

Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

I, _____, Notary Public in and for the aforesaid County and State, do hereby certify that _____, _____ for the City of Greenville, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal this ___ day of _____, 2022.

_____
Notary Public

_____
Print Name

My Commission Expires: _____

4895-9050-5761.4

SIDEWALK:

SIDEWALK GREENVILLE, LLC,
a Delaware limited liability company

By: _____

Printed: _____

Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

I, _____, Notary Public in and for the aforesaid County and State, do hereby certify that _____, the _____ of SIDEWALK GREENVILLE, LLC, a Delaware limited liability company, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal this ___ day of _____, 2022.

_____
Notary Public

_____
Print Name

My Commission Expires: _____

4895-9050-5761.4

CORRECTIVE MEMORANDUM OF LEASE

This CORRECTIVE MEMORANDUM OF LEASE (this "**Memorandum**") is made and entered into as of the _____ day of _____, 2022 (the "**Effective Date**"), by and between the City of Greenville, a North Carolina municipal corporation ("**Lessor**"), and Sidewalk Greenville LLC, a Delaware limited liability company ("**Lessee**").

RECITALS

A. The parties entered into that certain Lease Agreement dated as of February 15, 2017 (the "**Lease**"), whereby Lessor leased to Lessee two hundred (200) parking spaces on a parcel of land containing approximately 1.7923 acres of land and bounded by Bonners Lane, Clark Street and Atlantic Street in Greenville Township. All capitalized terms used herein shall have the meanings ascribed to such terms in the Lease.

B. That certain Memorandum of Lease dated as of February 15, 2017, evidencing the Lease ("**Original Memorandum**") was recorded on February 16, 2017, with the incorrect legal description attached thereto, at Book 3526, Page 75, Pitt County, North Carolina Registry.

The parties desire to place this Memorandum of record in order to correct the legal description attached to the Original Memorandum.

NOW, THEREFORE, the parties hereby state as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated into this Section as if set forth in this Section in full.

2. Legal Description. The Original Memorandum is hereby modified by deleting the legal description on Exhibit A attached thereto in its entirety and replacing the same with Exhibit A and the recorded map (MB 88, PG 100) in Exhibit B, attached hereto.

3. No Amendment to Lease; Reference to Lease. This Memorandum shall not be construed to limit, amend or modify the provisions of the Lease in any respect other than as specifically and expressly set forth herein. Reference is made to the Lease itself for a complete and definitive statement of the terms of the rights and obligations of Lessor and Lessee thereunder.

4. No Default. Lessor and Lessee hereby affirm that as of the Effective Date no breach, default, or other act, error, or omission which, with the giving of notice or passage of time or both, would constitute a breach or default by either party has occurred and is continuing under the Lease.

[The signature pages follow.]

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the Effective Date.

LESSOR:

CITY OF GREENVILLE

By: _____

Printed: _____

Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

I, _____, Notary Public in and for the aforesaid County and State, do hereby certify that _____, _____ for the City of Greenville, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal this ___ day of _____, 2022.

_____
Notary Public

_____
Print Name

My Commission Expires: _____

LESSEE:

SIDEWALK GREENVILLE, LLC,
a Delaware limited liability company

By: _____

Printed: _____

Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

I, _____, Notary Public in and for the aforesaid County and State, do hereby certify that _____, the _____ of SIDEWALK GREENVILLE, LLC, a Delaware limited liability company, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal this ___ day of _____, 2022.

_____
Notary Public

_____
Print Name

My Commission Expires: _____

APPROVED AS TO FORM:

BY: _____
Emanuel D. McGirt, City Attorney

PRE-AUDIT CERTIFICATION:

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

BY: _____
Byron Hayes, Director of Financial Services

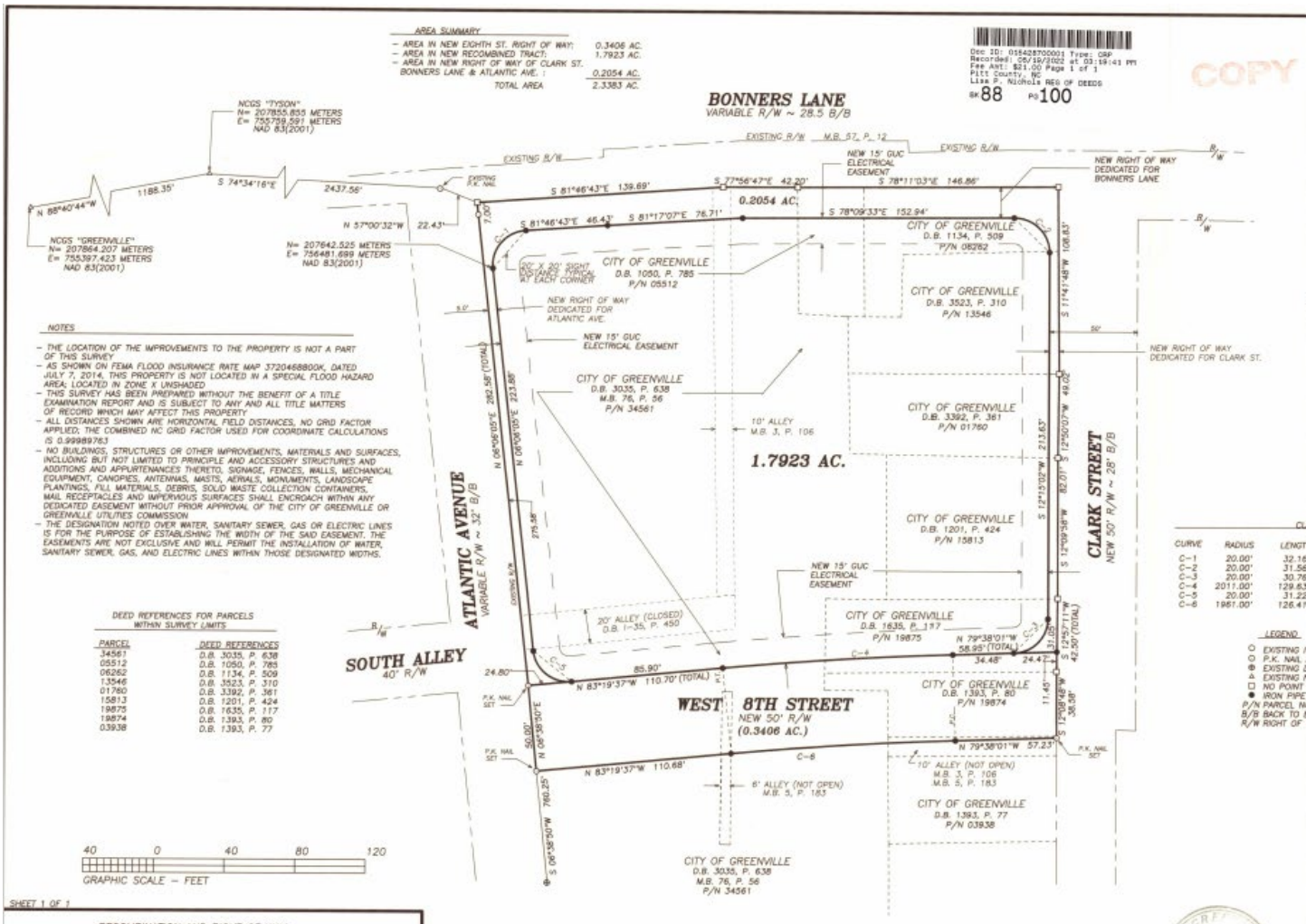
EXHIBIT A

LEGAL DESCRIPTION

A CERTAIN TRACT OR PARCEL OF LAND SITUATE IN THE CITY OF GREENVILLE, GREENVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA, BOUND ON THE NORTH BY BONNERS LANE, ON THE EAST BY CLARK STREET, ON THE SOUTH BY WEST EIGHT STREET, AND ON THE WEST BY ATLANTIC AVENUE, AND BEING ALL OF THE 1.7923 ACRE TRACT SHOWN ON A MAP TITLED "RECOMBINATION AND RIGHT OF WAY DEDICATION MAP FOR CITY OF GREENVILLE" AS RECORDED IN MAP BOOK 88, PAGE 100, OF THE PITT COUNTY REGISTRY, TO WHICH REFERENCE IS MADE FOR A MORE ACCURATE AND COMPLETE DESCRIPTION.

EXHIBIT B

RECOMBINATION AND RIGHT OF WAY DEDICATION MAP FOR CITY OF GREENVILLE
MAP BOOK 88, PAGE 100 OF THE PITT COUNTY REGISTRY


AREA SUMMARY
- AREA IN NEW EIGHTH ST. RIGHT OF WAY: 0.3406 AC.
- AREA IN NEW RECOMBINED TRACT: 1.7923 AC.
- AREA IN NEW RIGHT OF WAY OF CLARK ST. BONNERS LANE & ATLANTIC AVE.: 0.2054 AC.
TOTAL AREA 2.3383 AC.
Doc ID: 015428700001 Type: ORP
Recorded: 05/19/2022 at 03:19:41 PM
Fee Amt: $21.00 Page 1 of 1
Pitt County, NC
Lisa P. Nichols REG OF DEEDS
BK 88 PG 100
COPY
BONNERS LANE
VARIABLE R/W ~ 28.5 B/B
NCGS "TYSON"
N= 207855.855 METERS
E= 755799.591 METERS
NAD 83(2001)
NCGS "GREENVILLE"
N= 207864.207 METERS
E= 755397.423 METERS
NAD 83(2001)
N= 207642.525 METERS
E= 756481.699 METERS
NAD 83(2001)
0.2054 AC.
1.7923 AC.
CITY OF GREENVILLE
D.B. 1134, P. 509
P/N 06262
CITY OF GREENVILLE
D.B. 1050, P. 785
P/N 05512
CITY OF GREENVILLE
D.B. 3523, P. 310
P/N 13546
CITY OF GREENVILLE
D.B. 3035, P. 638
M.B. 76, P. 56
P/N 34561
CITY OF GREENVILLE
D.B. 3392, P. 361
P/N 01760
CITY OF GREENVILLE
D.B. 1201, P. 424
P/N 15813
CITY OF GREENVILLE
D.B. 1635, P. 117
P/N 19875
CITY OF GREENVILLE
D.B. 1393, P. 80
P/N 19874
CITY OF GREENVILLE
D.B. 1393, P. 77
P/N 03938
NEW 15' GUC ELECTRICAL EASEMENT
NEW RIGHT OF WAY DEDICATED FOR BONNERS LANE
NEW RIGHT OF WAY DEDICATED FOR ATLANTIC AVE.
NEW RIGHT OF WAY DEDICATED FOR CLARK ST.
20' X 20' SIGHT DISTANCE TYPICAL AT EACH CORNER
10' ALLEY M.B. 3, P. 106
20' ALLEY (CLOSED) D.B. 1-35, P. 450
6' ALLEY (NOT OPEN) M.B. 5, P. 183
10' ALLEY (NOT OPEN) M.B. 3, P. 106 M.B. 5, P. 183
ATLANTIC AVENUE
VARIABLE R/W ~ 32' B/B
CLARK STREET
NEW 50' R/W ~ 28' B/B
SOUTH ALLEY
40' R/W
WEST 8TH STREET
NEW 50' R/W
(0.3406 AC.)
NOTES
- THE LOCATION OF THE IMPROVEMENTS TO THE PROPERTY IS NOT A PART OF THIS SURVEY
- AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP 3720468800K, DATED JULY 7, 2014, THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA; LOCATED IN ZONE X UNSHADED
- THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE EXAMINATION REPORT AND IS SUBJECT TO ANY AND ALL TITLE MATTERS OF RECORD WHICH MAY AFFECT THIS PROPERTY
- ALL DISTANCES SHOWN ARE HORIZONTAL FIELD DISTANCES. NO GRID FACTOR APPLIED; THE COMBINED NC GRID FACTOR USED FOR COORDINATE CALCULATIONS IS 0.99989763
- NO BUILDINGS, STRUCTURES OR OTHER IMPROVEMENTS, MATERIALS AND SURFACES, INCLUDING BUT NOT LIMITED TO PRINCIPLE AND ACCESSORY STRUCTURES AND ADDITIONS AND APPURTENANCES THERETO, SIGNAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, CANOPIES, ANTENNAS, MASTS, AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE COLLECTION CONTAINERS, MAIL RECEPTACLES AND IMPERVIOUS SURFACES SHALL ENCROACH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR APPROVAL OF THE CITY OF GREENVILLE OR GREENVILLE UTILITIES COMMISSION
- THE DESIGNATION NOTED OVER WATER, SANITARY SEWER, GAS OR ELECTRIC LINES IS FOR THE PURPOSE OF ESTABLISHING THE WIDTH OF THE SAID EASEMENT. THE EASEMENTS ARE NOT EXCLUSIVE AND WILL PERMIT THE INSTALLATION OF WATER, SANITARY SEWER, GAS, AND ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS.
DEED REFERENCES FOR PARCELS WITHIN SURVEY LIMITS
PARCEL / DEED REFERENCES
34561 D.B. 3035, P. 638
05512 D.B. 1050, P. 785
06262 D.B. 1134, P. 509
13546 D.B. 3523, P. 310
01760 D.B. 3392, P. 361
15813 D.B. 1201, P. 424
19875 D.B. 1635, P. 117
19874 D.B. 1393, P. 80
03938 D.B. 1393, P. 77
CURVE / RADIUS / LENGT
C-1 20.00' 32.16
C-2 20.00' 31.56
C-3 20.00' 30.76
C-4 2011.00' 129.63
C-5 20.00' 31.22
C-6 1951.00' 126.41
LEGEND
EXISTING
P.K. NAIL
EXISTING
EXISTING
NO POINT
IRON PIPE
P/N PARCEL N
B/B BACK TO
R/W RIGHT OF
40 0 40 80 120
GRAPHIC SCALE - FEET
SHEET 1 OF 1
RECOMBINATION AND RIGHT OF WAY DEDICATION MAP FOR
CITY OF GREENVILLE
CITY OF GREENVILLE
GREENVILLE TOWNSHIP ~ PITT COUNTY
NORTH CAROLINA
OWNER CITY OF GREENVILLE
ADDRESS P.O. BOX 7207 GREENVILLE, NC 27835
PHONE 252-329-4498
Spruill & Associates Inc
2767 East Tenth Street
Greenville, North Carolina 27858
(252) 757-1200 Firm No. C-975
SURVEYED: DMJ
APPROVED: SNS
DRAWN: ARN
DATE: 9-20-19
CHECKED: JAD
SCALE: 1"= 40'
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 SEE PAGE TABLE
DEED BOOK PAGE
DEED BOOK PAGE
Stephen N. Spruill
NC REGISTRATION NO. L-2723
OWNER'S STATEMENT
THIS IS EVIDENCE THAT THIS SUBDIVISION IS MADE AT THE REQUEST OF
SWORN AND SUBSCRIBE TO BEFORE ME
THIS 19th DAY OF May 20 22
Donna H. Raynor
NOTARY PUBLIC Donna H. Raynor
MY COMMISSION EXPIRES 10-25-2025
North Carolina Pitt County
APPROVAL
THIS FINAL PLAT # 19-45 WAS APPROVED BY THE SUBDIVISION REVIEW BOARD IN ACCORDANCE WITH TITLE 9, CHAPTER 5 OF THE GREENVILLE CITY CODE THE 16 DAY OF March 20 22
SIGNED Davida Moore
CITY PLANNER
DEDICATION
THE UNDERSIGNED HEREBY ACKNOWLEDGE(S) T PLAT AND ALLOTMENT TO BE THEIR FREE ACT A DEED, AND HEREBY DEDICATE(S) TO THE PUBLI USE AS STREETS, PARKS, PLAYGROUNDS, OPEN SPACES AND EASEMENTS FOREVER ALL AREAS SHOWN OR SO INDICATED ON SAID PLAT.
SIGNED
ATTEST Valerie Shiver

LEASE AMENDMENT

This Lease Amendment (this "**Amendment**") is made and entered into as of the _____ day of _____, 2022 (the "**Effective Date**"), by and between the City of Greenville, a North Carolina municipal corporation ("**Lessor**"), and Sidewalk Greenville LLC, a Delaware limited liability company ("**Lessee**").

RECITALS

A. The parties entered into that certain Lease Agreement dated as of February 15, 2017 (the "**Lease**"), whereby Lessor leased to Lessee two hundred (200) parking spaces on a parcel of land containing approximately 1.7923 acres of land and bounded by Bonners Lane, Clark Street and Atlantic Street in Greenville Township. All capitalized terms used herein shall have the meanings ascribed to such terms in the Lease.

The parties desire to amend the Lease in order to correct the legal description originally attached thereto.

NOW, THEREFORE, the parties hereby state as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated into this Section as if set forth in this Section in full.

2. Legal Description. The Lease is hereby modified by deleting the legal description on Exhibit A attached thereto in its entirety and replacing the same with Exhibit A and the recorded map (MB 88, PG 100) in Exhibit B, attached hereto.

3. No Amendment to Lease; Reference to Lease. This Amendment shall not be construed to limit, amend or modify the provisions of the Lease in any respect other than as specifically and expressly set forth herein. Reference is made to the Lease itself for a complete and definitive statement of the terms of the rights and obligations of Lessor and Lessee thereunder.

4. No Default. Lessor and Lessee hereby affirm that as of the Effective Date no breach, default, or other act, error, or omission which, with the giving of notice or passage of time or both, would constitute a breach or default by either party has occurred and is continuing under the Lease.

[The signature pages follow.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

LESSOR:

CITY OF GREENVILLE

By: _____

Printed: _____

Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

I, _____, Notary Public in and for the aforesaid County and State, do hereby certify that _____, _____ for the City of Greenville, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal this ___ day of _____, 2022.

_____
Notary Public

_____
Print Name

My Commission Expires: _____

LESSEE:

SIDEWALK GREENVILLE, LLC,
a Delaware limited liability company

By: _____

Printed: _____

Title: _____

STATE OF _____)
) SS:
COUNTY OF _____)

I, _____, Notary Public in and for the aforesaid County and State, do hereby certify that _____, the _____ of SIDEWALK GREENVILLE, LLC, a Delaware limited liability company, personally appeared before me on this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed.

WITNESS my hand and official seal this ___ day of _____, 2022.

_____
Notary Public

_____
Print Name

My Commission Expires: _____

APPROVED AS TO FORM:

BY: _____
Emanuel D. McGirt, City Attorney

PRE-AUDIT CERTIFICATION:

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

BY: _____
Byron Hayes, Director of Financial Services

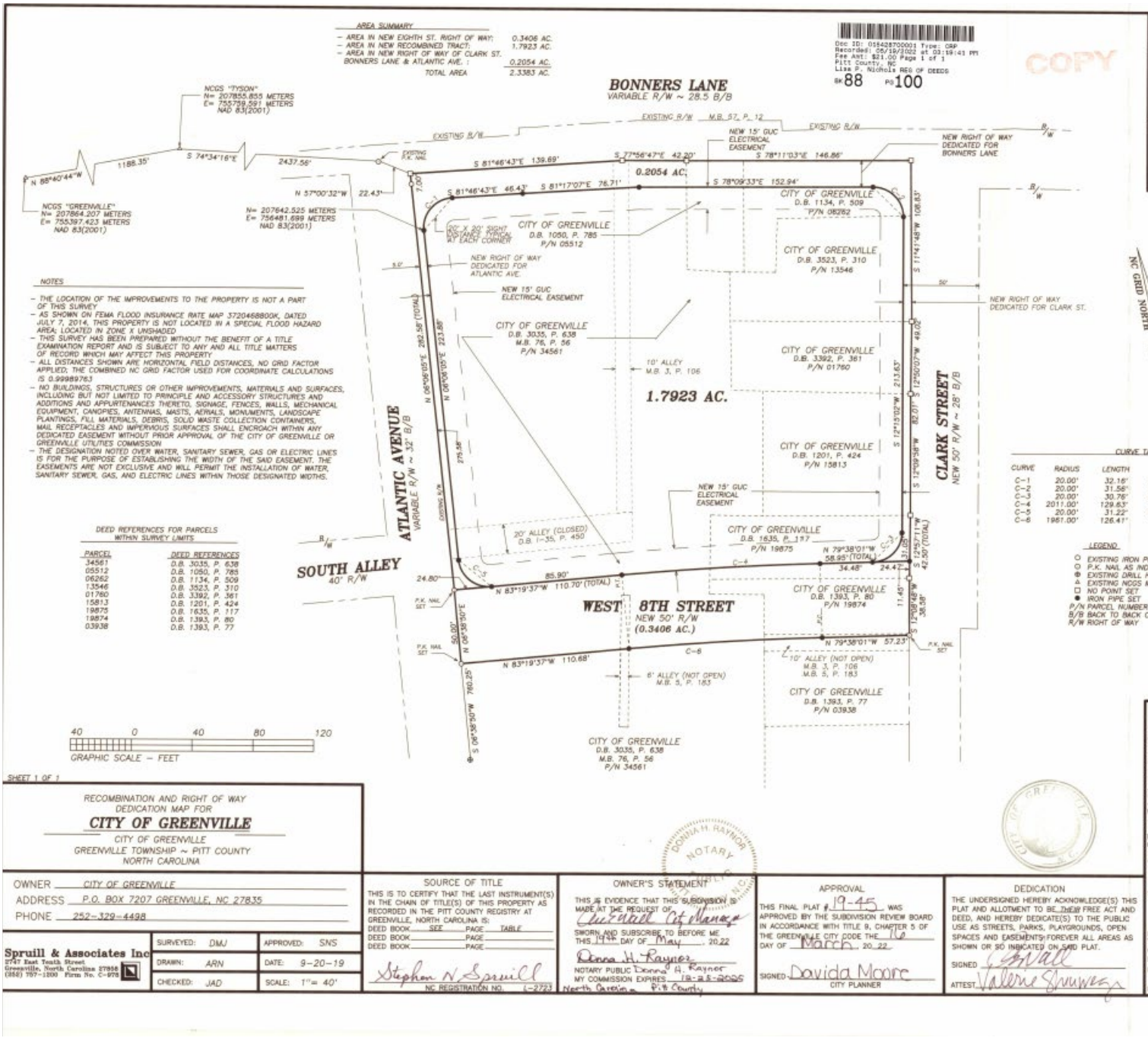
EXHIBIT A

LEGAL DESCRIPTION

A CERTAIN TRACT OR PARCEL OF LAND SITUATE IN THE CITY OF GREENVILLE, GREENVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA, BOUND ON THE NORTH BY BONNERS LANE, ON THE EAST BY CLARK STREET, ON THE SOUTH BY WEST EIGHT STREET, AND ON THE WEST BY ATLANTIC AVENUE, AND BEING ALL OF THE 1.7923 ACRE TRACT SHOWN ON A MAP TITLED "RECOMBINATION AND RIGHT OF WAY DEDICATION MAP FOR CITY OF GREENVILLE" AS RECORDED IN MAP BOOK 88, PAGE 100, OF THE PITT COUNTY REGISTRY, TO WHICH REFERENCE IS MADE FOR A MORE ACCURATE AND COMPLETE DESCRIPTION.

EXHIBIT B

RECOMBINATION AND RIGHT OF WAY DEDICATION MAP FOR CITY OF GREENVILLE
MAP BOOK 88, PAGE 100 OF THE PITT COUNTY REGISTRY


AREA SUMMARY
- AREA IN NEW EIGHTH ST. RIGHT OF WAY: 0.3406 AC.
- AREA IN NEW RECOMBINED TRACT: 1.7923 AC.
- AREA IN NEW RIGHT OF WAY OF CLARK ST. BONNERS LANE & ATLANTIC AVE.: 0.2054 AC.
TOTAL AREA 2.3383 AC.
Doc ID: 015428700003 Type: CRP
Recorded: 05/19/2022 at 03:19:41 PM
Fee Amt: $21.00 Page 1 of 1
Pitt County, NC
Lisa P. Nichols REG OF DEEDS
BK 88 PG 100
COPY
BONNERS LANE
VARIABLE R/W ~ 28.5 B/B
NCGS "TYSON"
N= 207855.855 METERS
E= 755739.591 METERS
NAD 83(2001)
NCGS "GREENVILLE"
N= 207864.207 METERS
E= 755397.423 METERS
NAD 83(2001)
N= 207642.525 METERS
E= 756481.699 METERS
NAD 83(2001)
0.2054 AC.
1.7923 AC.
ATLANTIC AVENUE
VARIABLE R/W ~ 32' B/B
CLARK STREET
NEW 50' R/W ~ 28' B/B
SOUTH ALLEY
40' R/W
WEST 8TH STREET
NEW 50' R/W
(0.3406 AC.)
CITY OF GREENVILLE
D.B. 1134, P. 509
P/N 06262
D.B. 1050, P. 785
P/N 05512
D.B. 3523, P. 310
P/N 13546
D.B. 3392, P. 361
P/N 01760
D.B. 3035, P. 638
M.B. 76, P. 56
P/N 34561
D.B. 1201, P. 424
P/N 15813
D.B. 1635, P. 117
P/N 19875
D.B. 1393, P. 80
P/N 19874
D.B. 1393, P. 77
P/N 03938
NEW 15' GUC ELECTRICAL EASEMENT
NEW RIGHT OF WAY DEDICATED FOR BONNERS LANE
NEW RIGHT OF WAY DEDICATED FOR ATLANTIC AVE.
NEW RIGHT OF WAY DEDICATED FOR CLARK ST.
10' ALLEY
M.B. 3, P. 106
20' ALLEY (CLOSED)
D.B. 1-35, P. 450
10' ALLEY (NOT OPEN)
M.B. 3, P. 106
M.B. 5, P. 183
6' ALLEY (NOT OPEN)
M.B. 5, P. 183
NC GRID NORTH
NAD 83 (2001)
NOTES
- THE LOCATION OF THE IMPROVEMENTS TO THE PROPERTY IS NOT A PART OF THIS SURVEY
- AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP 3720468800K, DATED JULY 7, 2014, THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA; LOCATED IN ZONE X UNSHADED
- THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE EXAMINATION REPORT AND IS SUBJECT TO ANY AND ALL TITLE MATTERS OF RECORD WHICH MAY AFFECT THIS PROPERTY
- ALL DISTANCES SHOWN ARE HORIZONTAL FIELD DISTANCES, NO GRID FACTOR APPLIED; THE COMBINED NC GRID FACTOR USED FOR COORDINATE CALCULATIONS IS 0.99989763
- NO BUILDINGS, STRUCTURES OR OTHER IMPROVEMENTS, MATERIALS AND SURFACES, INCLUDING BUT NOT LIMITED TO PRINCIPLE AND ACCESSORY STRUCTURES AND ADDITIONS AND APPURTENANCES THERETO, SIGNAGE, FENCES, WALLS, MECHANICAL EQUIPMENT, CANOPIES, ANTENNAS, MASTS, AERIALS, MONUMENTS, LANDSCAPE PLANTINGS, FILL MATERIALS, DEBRIS, SOLID WASTE COLLECTION CONTAINERS, MAIL RECEPTACLES AND IMPERVIOUS SURFACES SHALL ENCROACH WITHIN ANY DEDICATED EASEMENT WITHOUT PRIOR APPROVAL OF THE CITY OF GREENVILLE OR GREENVILLE UTILITIES COMMISSION
- THE DESIGNATION NOTED OVER WATER, SANITARY SEWER, GAS OR ELECTRIC LINES IS FOR THE PURPOSE OF ESTABLISHING THE WIDTH OF THE SAID EASEMENT. THE EASEMENTS ARE NOT EXCLUSIVE AND WILL PERMIT THE INSTALLATION OF WATER, SANITARY SEWER, GAS, AND ELECTRIC LINES WITHIN THOSE DESIGNATED WIDTHS.
DEED REFERENCES FOR PARCELS WITHIN SURVEY LIMITS
PARCEL / DEED REFERENCES
34561 / D.B. 3035, P. 638
05512 / D.B. 1050, P. 785
06262 / D.B. 1134, P. 509
13546 / D.B. 3523, P. 310
01760 / D.B. 3392, P. 361
15813 / D.B. 1201, P. 424
19875 / D.B. 1635, P. 117
19874 / D.B. 1393, P. 80
03938 / D.B. 1393, P. 77
CURVE TABLE
CURVE / RADIUS / LENGTH / DELTA
C-1 / 20.00' / 32.16' / 92°07'1
C-2 / 20.00' / 31.56' / 90°24'3
C-3 / 20.00' / 30.76' / 88°06'5
C-4 / 2011.00' / 129.63' / 3°41'3
C-5 / 20.00' / 31.22' / 89°25'4
C-6 / 1951.00' / 126.41' / 3°41'3
LEGEND
EXISTING IRON PIPE
P.K. NAIL AS INDICATED
EXISTING DRILL HOLE
EXISTING NCGS MONUMEN
NO POINT SET
IRON PIPE SET
P/N PARCEL NUMBER
B/B BACK TO BACK CURB
R/W RIGHT OF WAY
40 0 40 80 120
GRAPHIC SCALE - FEET
SHEET 1 OF 1
RECOMBINATION AND RIGHT OF WAY DEDICATION MAP FOR
CITY OF GREENVILLE
CITY OF GREENVILLE
GREENVILLE TOWNSHIP ~ PITT COUNTY
NORTH CAROLINA
OWNER CITY OF GREENVILLE
ADDRESS P.O. BOX 7207 GREENVILLE, NC 27835
PHONE 252-329-4498
Spruill & Associates Inc
2747 East Tenth Street
Greenville, North Carolina 27858
(252) 757-1200 Firm No. C-978
SURVEYED: DMJ
APPROVED: SNS
DRAWN: ARN
DATE: 9-20-19
CHECKED: JAD
SCALE: 1"= 40'
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 SEE PAGE TABLE
DEED BOOK PAGE
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SIGNED Davida Moore
CITY PLANNER
DEDICATION
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SIGNED
ATTEST Valerie Shiuwegar
DONNA H. RAYNOR NOTARY PUBLIC NC

City of Greenville, North Carolina

Meeting Date: 06/27/2022

Title of Item: Adoption of Updated Boards & Commissions Policy

Explanation: The City Council at its October 19, 2020 and March 8, 2021 meetings passed ordinances and resolutions that updated the City's advisory boards:

- Merged the Greenville Bicycle & Pedestrian Commission with the Public Parking and Transportation Commission to create the Multimodal Transportation Commission
- Merged the duties of the Investment Advisory Committee and Other Post-Employment Benefits (OPEB) Committee and designated them to the Audit Committee; changed the name of the Audit Committee to the Audit & Investment Committee to reflect its new duties
- Dissolved the Redevelopment Commission
- Dissolved the Community Appearance Commission

The City Council further tasked the City Clerk's Office with updating the Board & Commission Policy to reflect those changes. The proposed policy is attached for review and approval.

Fiscal Note: No direct fiscal impact.

Recommendation: Review and adopt the updated Board & Commission Policy.

ATTACHMENTS

Proposed 2022 Board & Commission Policy.pdf

BOARD AND COMMISSION POLICY
FOR THE CITY OF GREENVILLE

Having citizens to serve on boards and commissions gives them an opportunity to participate in local government. In order to maintain some consistency, a policy has been adopted to aid in the appointment process and in other areas dealing with the boards and commissions. In order to provide all citizens of Greenville with an opportunity to serve on City boards and commissions, this board and commission policy is being established.

Talent Bank

A pool of applicants for the various boards and commissions, called the talent bank, shall be maintained by the City Clerk's Office. This talent bank shall be updated on a biennial basis. Solicitation of applications for this pool of applicants shall be done through such methods as advertising in local newspapers, the City website, the government access channel, and posted at some City buildings. On at least a monthly basis, the City Clerk's Office shall notify City Council of new applications received.

Appointments

City Council Members shall be notified of upcoming appointments to City boards and commissions by the first day of the month preceding the month in which the appointment is to be made. A list of persons who have indicated an interest in serving on the board or commission through the talent bank shall also be provided to the City Council.

The list of upcoming appointments shall be advertised in the local newspaper, on the government access channel, and on the City's website at least four weeks prior to the meeting at which the appointment is to be made in order to provide citizens with an opportunity to indicate their interest in serving.

Prior to the 15th day of the month preceding the month in which the appointment is to be made, City Council Members shall submit any recommendations for upcoming vacancies to the elected official responsible for making a nomination to City Council to fill the vacancy on the board or commission. The elected official responsible for making a nomination to City Council to fill the vacancy shall be provided a copy of resumes from citizens for upcoming appointments as they are received by the City Clerk's Office.

During review of nominations for upcoming appointments, the elected official responsible for making a nomination to City Council to fill the vacancy may request the City Clerk's assistance in obtaining the nominees' addresses and any pertinent background information. The elected official responsible for making a nomination to City Council to fill the vacancy shall contact the individual to discuss the applicant's interest in the board and his/her ability to attend the meetings in accordance with this policy.

The City Clerk's Office will mail an appointment letter to a person appointed no later than seven calendar days after the appointment is made.

Several of the boards and commissions have representation from other entities. Also, criteria for the membership is noted in the by-laws or ordinance creating many of the boards and commissions. The criteria and/or appointment process are detailed below.

Affordable Housing Loan Committee. The committee shall have seven regular members and one alternate member. It shall be racially diverse and composed of persons with experience and an interest in housing. The members may be of the following professions: banker, lawyer, realtor, member of the building profession or developer, member of a social service organization, and a member of a local housing group. All members shall be appointed by the City Council in accordance with this policy and the City Clerk's Office shall send the appointment letters for those members.

Board of Adjustment. The board shall consist of seven regular members and four alternate members. Six of the regular members and three alternate members shall reside within the corporate limits of the City of Greenville at the time of their appointment and shall be appointed by the City Council. One of the regular members and one alternate member shall reside outside of the corporate limits of the city but within the extraterritorial jurisdiction at the time of their appointment and shall be appointed by the Board of Commissioners. City members shall be appointed by the City Council in accordance with this policy and the City Clerk's Office shall send the appointment letters for those members. The County Commissioners shall appoint county candidates and the appointment letter shall be sent from the County Clerk's Office for those appointments. A copy of the appointment letter shall be sent to the City Clerk's Office, at which time the City records shall be updated.

The procedure hereinafter set forth for the nomination and appointment of Board of Adjustment members applies to Board of Adjustment members appointed after October 11, 2010, other than Board of Adjustment members who are to be appointed by the Pitt County Board of Commissioners. Appointments will be made by City Council unless the appointment is required to be made by the Pitt County Board of Commissioners.

When the appointment is made by City Council, nominations to the City Council will be made by City Council Members or the Mayor on a rotating basis in the following order: Council Member, District Five, for the first appointment, the Mayor, for the second appointment, Council Member, At-large, for the third appointment, Council Member, District One, for the fourth appointment, Council Member, District Two, for the fifth appointment, Council Member, District Three, for the sixth appointment, and, Council Member, District Four, for the seventh appointment.

City Council is not required to appoint the person nominated by a Council Member or the Mayor and may, but is not required to, request another nomination from the Council Member or the Mayor making the nomination in the event the initial nominee is not appointed. In the event the person nominated by a Council Member or the Mayor is not appointed and another nomination from the Council Member or the Mayor making the nomination is not requested, any Council Member or the Mayor may make a nomination. City Council shall make the appointment by a motion of appointment.

Prior to City Council making an appointment as a result of a nomination, the elevation of alternate members in accordance with the Alternate Members section of this policy shall occur. In the event the term of an alternate member position is expiring and the person holding this alternate member position was appointed after October 11, 2010, and remains in this alternate member position after appointments are made to other positions to be filled at the same time and the elevation of alternate members in accordance with the Alternate Members section of this policy has occurred, the person holding this alternate member position will be automatically reappointed without the necessity of a nomination and the City Council shall make the reappointment by a motion of appointment. In the event the term of an alternate member position is expiring and the person holding this alternate member position was not appointed after October 11, 2010, and remains in this alternate member position after appointments are made to other positions to be filled at the same time and the elevation of alternate members in accordance with the Alternate Members section of this policy has occurred, the nomination to fill the alternate member position will be made by the next elected official in the rotation order set forth above.

When more than one position is to be filled for the first seven positions filled after October 11, 2010, the positions to be filled will be assigned to the elected officials whose time it is to make a nomination as follows: first, if any of the positions to be filled is held by a person residing in a district which a Council Member whose time it is to make a nomination is elected to represent, that Council Member will be assigned to make the nomination for that position, (provided that, if more than one position to be filled are held by persons residing in the same district which a Council Member whose time it is to make a nomination for these positions is elected to represent, the Council Member will be assigned to make the nomination for the position held by person residing in his district alphabetically by last name of the person holding the position) and then, for any remaining positions, elected officials whose time it is to make a nomination will be assigned in the order of the rotation to make the nomination for positions held by persons alphabetically by the last name of the person holding the position. For example, if two positions are to be filled and the persons holding the positions are John Doe residing in District One and Jane Roe residing in District Three and Council Member, District Three and Council Member District Four are to make the nominations, the Council Member from District Three will make the nomination for the position held by Jane Roe and the Council Member from District Four will make the nomination for the position held by John Doe. As a further example, if two positions are to be filled and the persons holding the positions are John Doe residing in District One and Jane Roe residing in District Three and the elected officials to make the nomination are Council Member, District Four and Council Member District Five, the Council Member, District Four will make the nomination for the position held by John Doe and the Council Member District Five will make the nomination for the position held by Jane Roe. In the event any of the appointments will result in a new person being appointed as a regular member after the elevation of alternate members in accordance with the Alternate Members section of this policy, the regular member positions to be filled will be assigned to the elected officials whose time it is to make the nominations for positions in the order of the rotation to make the nominations for positions. In a similar manner, the highest ranked alternate positions will be assigned to the elected officials whose time it is to make the nominations for positions in the order of the rotation to make the nominations for positions.

When a position is filled after a nomination for the first seven positions filled after October 11, 2010, the position on the Board held by the person who was nominated by the elected official will thereafter be assigned for nomination by the same elected official who made the initial nomination of that person. For example, if a position is filled after a nomination by Council Member, District One, and it is time to make an appointment for a position on the Board held by the person who was nominated by Council Member, District 1, again, due to the expiration of the term or a vacancy in the position on the Board held by the person who was nominated by Council Member, District One, the nomination for that position will be made by Council Member, District One.

For the eighth and ninth position filled after October 11, 2010, nominations will be made in the rotation order indicated above whenever it is time to make an appointment in these two positions due to expiration of a term or a vacancy. For example, if a vacancy occurs in the eighth position and Council Member District One made the most recent nomination for the eighth position and Council Member District Two has made the most recent nomination for the ninth position, when it is time to make another appointment for the eighth position again due to expiration of a term or a vacancy, the nomination will be made by the Council Member, District Three and then when it is time to make another appointment for either position again due to expiration of a term or a vacancy the nomination will be made by the Council Member, District Four.

~~Community Appearance Commission. The commission shall consist of 11 members, all of whom shall be citizens and residents of the city. All members shall be appointed by the City Council in accordance with this policy and the City Clerk's Office shall send the appointment letters for those members.~~

Environmental Advisory Commission. The commission shall have seven members that are designated as follows: (A) a lawyer or other person with knowledge of environmental regulations and environmental safety practices; (B) a building contractor, land developer or someone familiar with construction techniques; (C) a member of a local environmental group;

(D) an educator of the natural or physical sciences or physician; (E) a professional engineer; (F) an at-large member from the Greenville community; and (G) an at-large member with skills and interest in environmental public health, safety and/or medicine. All members shall be appointed by the City Council in accordance with this policy and the City Clerk's Office shall send the appointment letters for those members. The mayor or a member of city council shall be designated as an ex-officio, non-voting member of the commission

Firefighters' Relief Fund Committee. The committee shall consist of five trustees. The members of the Fire/Rescue Department shall elect two trustees to serve at the pleasure of the members of the Fire/Rescue Department. The trustees elected by members or the Fire/Rescue Department may serve until such time as they resign or an election is held to replace them. The trustees elected by the members of the Fire/Rescue Department shall be either (1) residents of the fire district or (ii) active or retired trustees of the Fire/Rescue Department. The City Council shall appoint two trustees to serve at the pleasure of City Council. The trustees appointed by City Council shall be residents of the fire district. The Commissioner of Insurance shall appoint one representative to serve as trustee who shall serve at the pleasure of the Commissioner. The trustee appointed by the Commissioner of Insurance shall be either (1) a resident of the fire

district or (ii) an active or retired member of the Fire/Rescue Department. North Carolina General Statute 58-84-30 governs the appointment of the trustees of the Firefighter's Relief Fund.

~~Greenville Bicycle and Pedestrian Commission. The Commission shall consist of 9 members, all of whom shall be citizens and residents of the city. All members shall be appointed by the City Council in accordance with this policy and the City Clerk's Office shall send the appointment letters for those members. The Director of the Recreation and Parks Department and the Director of the Public Works Department shall serve as ex-officio, non-voting advisors to the Commission. East Carolina University, the Pitt County Planning Department, and the Eastern Carolina Injury Prevention Program shall each designate a representative to serve as a non-voting advisor to the Commission.~~

Greenville Utilities Commission. The commission shall consist of eight members, one of whom is the City Manager. The charter specifies that the members shall have utilities expertise. Representation should include some members with financial, engineering, environmental, technical, or development backgrounds. Five City members shall be appointed by the City Council in accordance with this policy, and appointment letters for the City members sent by the City Clerk's Office. Two County candidates shall be nominated by the County Commissioners, at which time the County Clerk shall submit to the City Clerk a letter of recommendation. (The two candidates shall be bonafide residents of Pitt County but residing outside the city limits, who shall be customers of Greenville Utilities.) The City Clerk's Office shall then obtain background information on the nominee and provide it along with the letter to the City Council liaison. The information shall be provided to City Council for consideration at a regular City Council meeting. The City Council shall have the right to reject any nominee from the Board of Commissioners and to request additional nominees. If the Pitt County Board of Commissioners fails to recommend a nominee to the City Council within 60 days of the original date requested by the City Council, then the City Council may appoint any individual that meets the residency requirement. The City Clerk's Office shall send a letter of appointment to the new members informing them of the appointment. A copy of the letter for County appointments shall be sent to the County Clerk. Greenville Utilities Commissioners filling the first three-year term shall automatically fill a second three-year term unless the City Council initiates the replacement process.

The procedure hereinafter set forth for the nomination and appointment of commissioners applies to commissioners appointed after October 11, 2010, other than commissioners who are to be nominated by the Pitt County Board of Commissioners. Additionally, whenever a commissioner has completed a first three year term, the commissioner will be automatically appointed to a second three year term, without a nomination, unless City Council initiates the replacement process for the commissioner.

Nominations to the City Council will be made by City Council Members or the Mayor on a rotating basis in the following order: Council Member, District Four, for the first appointment, Council Member, District Five, for the second appointment, the Mayor, for the third appointment, Council Member, At-large, for the fourth appointment, Council Member, District One, for the fifth appointment, Council Member, District Two, for the sixth appointment,

Council Member, District Three, for the seventh appointment, and, thereafter, the rotation shall be repeated.

City Council is not required to appoint the person nominated by a Council Member or the Mayor and may, but is not required to, request another nomination from the Council Member or the Mayor making the nomination in the event the initial nominee is not appointed. In the event the person nominated by a Council Member or the Mayor is not appointed and another nomination from the Council Member or the Mayor making the nomination is not requested, any Council Member or the Mayor may make a nomination. City Council shall make the appointment by a motion of appointment.

In the event there is a vacancy prior to the completion of the term of office in a commissioner position which has been appointed by City Council after October 11, 2010, the nomination of a person to fill the unexpired term will be made by the Council Member or the Mayor who made the initial nomination to City Council to appoint the commissioner. In the event there is a vacancy prior to the completion of a term of office in a commissioner position which was not appointed by City Council after October 11, 2010, the nomination will be made in accordance with the reverse order of the rotating basis set forth above and such nomination will complete the Council Member's or the Mayor's turn in the rotation for filling unexpired terms not previously appointed by City Council only. City Council is not required to appoint the person nominated by a Council Member or the Mayor and may, but is not required to, request another nomination from the Council Member or the Mayor making the nomination in the event the initial nominee is not appointed. In the event the person nominated by a Council Member or the Mayor is not appointed and another nomination from the Council Member or the Mayor making the nomination is not requested, any City Council Member or the Mayor may make a nomination. City Council shall make the appointment by a motion of appointment.

Historic Preservation Commission. The commission shall consist of ten members, the majority of whom shall have demonstrated special interest, experience, or education in history, architecture, and/or archaeology. All members shall be appointed by the City Council in accordance with this policy and the City Clerk's Office shall send the appointment letters for those members.

Housing Authority. The authority shall consist of seven commissioners. One commissioner shall be appointed by the Mayor and all other commissioners shall be appointed by City Council. No commissioner may be a city official. At least one of the commissioners shall be a person who is directly assisted by the public housing authority. The City Council shall appoint the person directly assisted by the authority unless the authority's rules require that the person be elected by other persons who are directly assisted by the authority. If the commissioner directly assisted by the public housing authority ceases to receive such assistance, the commissioner's office shall be abolished and another person who is directly assisted by the public housing authority shall be appointed by the City Council.

The procedure hereinafter set forth for the nomination and appointment of commissioners applies to commissioners appointed on or after June 30, 2009, (the effective date of Session Law 2009-211). Appointments will be made by City Council unless the appointment is required to be made

by the Mayor to ensure that the authority has a commissioner appointed by the Mayor or unless the appointment to be made is the commissioner on the authority appointed as the commissioner who is directly assisted by the authority and the authority's rules require that the person appointed is elected by other persons directly assisted by the authority.

When the appointment is made by City Council, nominations to the City Council will be made by City Council Members on a rotating basis in the following order: Council Member, At-Large, for the first appointment, Council Member, District One, for the second appointment, Council Member, District Two, for the third appointment, Council Member, District Three, for the fourth appointment, Council Member, District Four, for the fifth appointment, Council Member, District Five, for the sixth appointment, and, thereafter, the rotation shall be repeated. City Council is not required to appoint the person nominated by a Council Member and may, but is not required to, request another nomination from the Council Member making the nomination in the event the initial nominee is not appointed. In the event the person nominated by a Council Member is not appointed and another nomination from the Council Member making the nomination is not requested, any City Council Member may make a nomination. City Council shall make the appointment by a motion of appointment.

At all times, at least one (1) of the commissioners shall have been appointed by the Mayor. Therefore, the appointment by City Council will not occur until the next appointment whenever the appointment to be made is the only commissioner position on the authority who has been appointed by the Mayor. The Mayor shall make the appointment or reappointment in this event by filing with the City Clerk a certificate of appointment or reappointment.

At all times, at least one (1) of the commissioners shall be a person directly assisted by the authority. Therefore, the nomination by a Council Member and the appointment by City Council will not occur until the next appointment whenever the appointment to be made is the commissioner on the authority appointed as the commissioner who is directly assisted by the authority and the authority's rules require that the person appointed is elected by other persons directly assisted by the authority. City Council shall confirm the appointment of the person who is elected by other persons directly assisted by the authority after receipt of written notice of the election of this person from the authority whenever the authority's rules require that the person appointed as the person directly assisted by the authority is elected by other persons directly assisted by the authority. City Council shall make the confirmation of the appointment by a motion of appointment. In the event the authority's rules do not require that the person appointed as the commissioner directly assisted by the authority is elected by other persons who are directly assisted by the authority and the appointment to be made is the commissioner on the authority who is appointed as the commissioner directly assisted by the authority, the nomination by a Council Member on the rotating basis will not occur until the next appointment and, instead of a nomination, a recommendation from the authority will be sought. City Council is not required to appoint the person recommended by the authority and may, but is not required to, request another recommendation from the authority in the event the initial recommended person is not appointed. In the event the person recommended by the authority is not appointed and another recommendation from the authority is not requested, any Council Member may make a nomination. City Council shall make the appointment by a motion of appointment.

In the event there is a vacancy prior to the completion of the term of office in a commissioner position which has been appointed by City Council, the nomination of a person to fill the unexpired term will be made by the Council Member who made the initial nomination to City Council to appoint the commissioner. In the event there is a vacancy in a commissioner position which was not appointed by City Council and which is not either the required Mayor appointment or person directly assisted by the authority appointment, the nomination will be made in accordance with the reverse order of the rotating basis set forth above and such nomination will complete the Council Member's turn in the rotation for filling unexpired terms not previously appointed by City Council only. City Council is not required to appoint the person nominated by a Council Member and may, but is not required to, request another nomination from the Council Member making the nomination in the event the initial nominee is not appointed. In the event the person nominated by a Council Member is not appointed and another nomination from the Council Member making the nomination is not requested, any City Council Member may make a nomination. City Council shall make the appointment by a motion of appointment.

In the event there is a vacancy prior to the completion of the term of office in a commissioner position which is either the required Mayor appointment or the person directly assisted by the authority appointment, the procedure to appoint and recommend or elect shall be the same as the procedure to appoint and recommend or elect a person for a full term.

Human Relations Council. The 18-member council shall consist of fifteen citizens, one East Carolina University student, one Shaw University student, and one Pitt Community College student. The fifteen citizens shall reside within the corporate limits of the city. The three students shall reside within the corporate limits of the city during the school year. All members shall be appointed by the City Council in accordance with this policy and the City Clerk's Office shall send the appointment letters for those members.

~~Investment Advisory Committee. The three-member committee shall be composed of three members that have a background in investing and money management (i.e., bankers, stock brokers, accountants, economists, etc.). All members shall be appointed by the City Council in accordance with this policy and the City Clerk's Office shall send the appointment letters to the members.~~

Multimodal Transportation Commission. The commission shall consist of seven members, all of whom shall be citizens and residents of the city. All members shall be appointed by the City Council in accordance with this policy and the City Clerk's Office shall send the appointment letters for those members.

Neighborhood Advisory Board. The Neighborhood Advisory Board shall consist of ten regular board members with two regular board members being elected from each of the five districts from which Council Members are elected and five alternate board members with one alternate board member being elected from each of the five districts from which Council Members are elected. Each neighborhood association shall appoint a liaison member to the Neighborhood Advisory Board and an alternate liaison member shall serve at the pleasure of the neighborhood association. The alternate liaison member, while attending a meeting of the liaison members or

of the Neighborhood Advisory Board in the absence of the liaison member from the same neighborhood association, may serve as the liaison member and shall have and may exercise the powers of the liaison member.

The liaison members of the Neighborhood Advisory Board shall elect, at the initial meeting of the liaison members and annually thereafter, at a meeting of the liaison members established by the Neighborhood Advisory Board for that purpose, ten board members of the Neighborhood Advisory Board with two board members being elected from each of the five districts from which Council Members are elected. The liaison members of the Neighborhood Advisory Board who represent neighborhood associations of neighborhoods located primarily within a district from which a Council Member is elected shall only be eligible to vote for board members for said district. The board members of the Neighborhood Advisory Board elected from a district from which a Council Member is elected must be a liaison member for a neighborhood association of a neighborhood located primarily within said district. For the purpose of determining eligibility to vote and to serve as a board member, a neighborhood is located primarily within the district if the majority of the residences in the neighborhood served by the neighborhood association are located within said district.

The Neighborhood Liaison/Ombudsman shall serve as an ex-officio, non-voting member of the Neighborhood Advisory Board. The Liaison Members of the Neighborhood Advisory Board shall consist of the liaison members appointed by each neighborhood association. In addition to electing the board members of the Neighborhood Advisory Board, the liaison members shall offer feedback to the board members of the Neighborhood Advisory Board at least twice each year at a meeting of the Neighborhood Advisory Board.

Pitt-Greenville Airport Authority. The authority shall have eight members, four appointed by the City Council and four appointed by the Pitt County Commissioners. The City Council and Pitt County Commissioner liaisons shall serve as voting members of the authority. City members shall be appointed by the City Council in accordance with this policy. Appointment letters shall be sent by the City Clerk's Office for City Members. County members shall be appointed by the County Commissioners and appointment letters for those members sent by the County Clerk's Office. A copy of the letter shall be forwarded to the City Clerk's Office, at which time the City records shall be updated.

The procedure hereinafter set forth for the nomination and appointment of Authority members applies to authority members appointed after October 11, 2010, other than Authority members who are to be appointed by the Pitt County Board of Commissions. Appointments will be made by City Council unless the appointment is required to be made by the Pitt County Board of Commissioners.

When the appointment is made by City Council, nominations to the City Council will be made by City Council Members or the Mayor on a rotating basis in the following order: Council Member, District Three, for the first appointment, Council Member, District Four, for the second appointment, Council Member, District Five, for the third appointment, the Mayor, for the fourth appointment, Council Member, At-large, for the fifth appointment, Council Member, District

One, for the sixth appointment, Council Member, District Two, for the seventh appointment, and, thereafter, the rotation shall be repeated.

City Council is not required to appoint the person nominated by a Council Member or the Mayor and may, but is not required to, request another nomination from the Council Member or the Mayor making the nomination in the event the initial nominee is not appointed. In the event the person nominated by a Council Member or the Mayor is not appointed and another nomination from the Council Member or the Mayor making the nomination is not requested, any City Council Member or the Mayor may make a nomination. City Council shall make the appointment by a motion of appointment.

In the event there is a vacancy prior to the completion of the term of office in an Authority member position which has been appointed by City Council after October 11, 2010, the nomination of a person to fill the unexpired term will be made by the Council Member or the Mayor who made the initial nomination to City Council to appoint the commissioner. In the event there is a vacancy prior to the completion of the term of office in a commissioner position which was not appointed by City Council after October 11, 2010, the nomination will be made in accordance with the reverse order of the rotation set forth above and such nomination will complete the Council Member's or the Mayor's turn in the rotation for filling unexpired terms not previously appointed by City Council only. City Council is not required to appoint the person nominated by a Council Member or the Mayor and may, but is not required to, request another nomination from the Council Member or the Mayor making the nomination in the event the initial nominee is not appointed. In the event the person nominated by a Council Member or the Mayor is not appointed and another nomination from the Council Member or the Mayor making the nomination is not requested, any City Council Member or the Mayor may make a nomination. City Council shall make the appointment by a motion of appointment.

Pitt-Greenville Convention and Visitors Authority. The authority shall have eleven members as follows: Four owners or operators of hotels, motels, or other taxable accommodations, two of whom shall be appointed by the Pitt County Board of Commissioners and two of whom shall be appointed by the City Council; two individuals who are directly involved in a tourist or convention-related business but do not own or operate a hotel, motel, or other taxable accommodation, one appointed by the Board of Commissioners and one appointed by the City Council; two residents of Greenville, appointed by the City Council, and two residents of Pitt County but not of Greenville, appointed by the Pitt County Board of Commissioners, none of whom is involved in a tourist or convention-related business or owns or operates a hotel, motel, or other taxable accommodation; and one individual who is a member of the Pitt-Greenville Chamber of Commerce, appointed by the Chairman of the Board of Directors of the Pitt-Greenville Chamber of Commerce. City members of the Convention and Visitors Authority Board shall be appointed by the City Council. Appointment letters shall be sent by the City Clerk's Office for the City appointments. The City Council shall also make a nomination to the County on five of the members, and appointment of County members shall be made by the Pitt County Commissioners based on the nominations of City Council. The Board of Commissioners has the right to reject any nominee from the City Council and request additional nominees. If the City Council fails to recommend a nominee to the County within sixty days after a written request for nominees is sent by the County to the City, then the Board of Commissioners may

appoint any individual meeting the eligibility requirements of the Enabling Legislation. The County Clerk shall be responsible for sending out appointment letters for County members. The Chamber of Commerce shall appoint one of its members and is responsible for sending out the appointment letter for that appointment and sending a copy of the letter to the City Clerk's Office, at which time the records are updated.

Planning and Zoning Commission. The commission shall be composed of nine regular members and three alternate members. Appointments of members appointed by City Council shall be made to promote the representation of a variety of interests. This representation should include some members with environmental, neighborhood preservation, development and business interests. Seven regular City members and two alternate members shall reside within the corporate limits of the City and shall be appointed by the City Council. Appointment letters shall be sent from the City Clerk's Office for the City appointments. The County Commissioners shall appoint two regular County members and one alternate member. The appointment letter for County appointees shall be sent from the County Clerk's Office. A copy of the appointment/reappointment letters shall be sent to the City Clerk's Office, at which time the City records shall be updated.

The procedure hereinafter set forth for the nomination and appointment of Planning and Zoning Commission members applies to commission members appointed after October 11, 2010, other than Planning and Zoning Commission members who are to be appointed by the Pitt County Board of Commissioners. Appointments will be made by City Council unless the appointment is required to be made by the Pitt County Board of Commissioners.

When the appointment is made by City Council, nominations to the City Council will be made by City Council Members or the Mayor on a rotating basis in the following order: Council Member, District Two, for the first appointment, Council Member, District Three, for the second appointment, Council Member, District Four, for the third appointment, Council Member, District Five, for the fourth appointment, the Mayor, Council Member, At-large, for the sixth appointment, and Council Member, District One, for the seventh appointment

City Council is not required to appoint the person nominated by a Council Member or the Mayor and may, but is not required to, request another nomination from the Council Member or the Mayor making the nomination in the event the initial nominee is not appointed. In the event the person nominated by a Council Member or the Mayor is not appointed and another nomination from the Council Member or the Mayor making the nomination is not requested, any Council Member or the Mayor may make a nomination. City Council shall make the appointment by a motion of appointment.

Prior to City Council making an appointment as a result of a nomination, the elevation of alternate members in accordance with the Alternate Members section of this policy shall occur. In the event the term of an alternate member position is expiring and the person holding this alternate member position remains in this alternate member position after appointments are made to other positions to be filled at the same time and the elevation of alternate members in accordance with the Alternate Members section of this policy has occurred, the person holding

this alternate member position will be automatically reappointed without the necessity of a nomination and the City Council shall make the reappointment by a motion of appointment.

When more than one position is to be filled for the first seven positions filled after October 11, 2010, the positions to be filled will be assigned to the elected officials whose time it is to make a nomination as follows: first, if any of the positions to be filled is held by a person residing in a district which a Council Member whose time it is to make a nomination is elected to represent, that Council Member will be assigned to make the nomination for that position, (provided that, if more than one position to be filled are held by persons residing in the same district which a Council Member whose time it is to make a nomination for these positions is elected to represent, the Council Member will be assigned to make the nomination for the position held by person residing in his district alphabetically by last name of the person holding the position) and then, for any remaining positions, elected officials whose time it is to make a nomination will be assigned in the order of the rotation to make the nomination for positions held by persons alphabetically by the last name of the person holding the position. For example, if two positions are to be filled and the persons holding the positions are John Doe residing in District One and Jane Roe residing in District Three and Council Member, District Three and Council Member District Four are to make the nominations, the Council Member from District Three will make the nomination for the position held by Jane Roe and the Council Member from District Four will make the nomination for the position held by John Doe. As a further example, if two positions are to be filled and the persons holding the positions are John Doe residing in District One and Jane Roe residing in District Three and the elected officials to make the nomination are Council Member, District Four and Council Member District Five, the Council Member, District Four will make the nomination for the position held by John Doe and the Council Member District Five will make the nomination for the position held by Jane Roe. In the event any of the appointments will result in a new person being appointed as a regular member after the elevation of alternate members in accordance with the Alternate Members section of this policy, the regular member positions to be filled will be assigned to the elected officials whose time it is to make the nominations for positions in the order of the rotation to make the nominations for positions. In a similar manner, the highest ranked alternate positions will be assigned to the elected officials whose time it is to make the nominations for positions in the order of the rotation to make the nominations for positions.

When a position is filled after a nomination for the first seven positions filled after October 11, 2010, the position on the Commission held by the person who was nominated by the elected official will thereafter be assigned for nomination by the same elected official who made the initial nomination of that person. For example, if a position is filled after a nomination by Council Member, District One, and it is time to make an appointment for a position on the Commission held by the person who was nominated by Council Member, District One again, due to the expiration of the term or a vacancy in the position on the Commission held by the person who was nominated by Council Member, District One, the nomination for that position will be made by Council Member, District One.

For the eighth and ninth position filled after October 11, 2010, nominations will be made in the rotation order indicated above whenever it is time to make an appointment in these two positions due to expiration of a term or a vacancy. For example, if a vacancy occurs in the eighth position

and Council Member District One made the most recent nomination for the eighth position and Council Member District Two has made the most recent nomination for the ninth position, when it is time to make another appointment for either position again due to expiration of a term or a vacancy, the nomination will be made by the Council Member, District Three and then when it is time to make another appointment for either position again due to expiration of a term or a vacancy the nomination will be made by the Council Member, District Four.

Police Community Relations Committee. The committee shall be composed of seven members (one from each district, one at-large and one appointed by the Mayor). Members are appointed directly by the Mayor and individual Council Members. Members should not hold any elected office.

~~Public Transportation and Parking Commission. The commission shall be composed of seven members, all of whom shall be citizens and residents of the City. All members shall be appointed by the City Council in accordance with this policy and the City Clerk's Office shall send the appointment letters for those members.~~

Recreation and Parks Commission. The commission shall be composed of nine members, all of whom shall be residents of the City. All members shall be appointed by the City Council in accordance with this policy and the City Clerk's Office shall send the appointment letters for those members.

The procedure hereinafter set forth for the nomination and appointment of commission members applies to commission members appointed after October 11, 2010.

Nominations to the City Council will be made by City Council Members or the Mayor on a rotating basis in the following order: Council Member, District One, for the first appointment, Council Member, District Two, for the second appointment, Council Member, District Three, for the third appointment, Council Member, District Four, for the fourth appointment, Council Member, District Five, for the fifth appointment, the Mayor, for the sixth appointment, and, Council Member, At-large, for the seventh appointment.

City Council is not required to appoint the person nominated by a Council Member or the Mayor and may, but is not required to, request another nomination from the Council Member or the Mayor making the nomination in the event the initial nominee is not appointed. In the event the person nominated by a Council Member or the Mayor is not appointed and another nomination from the Council Member or the Mayor making the nomination is not requested, any Council Member or the Mayor may make a nomination. City Council shall make the appointment by a motion of appointment.

When more than one position is to be filled for the first seven positions filled after October 11, 2010, the positions to be filled will be assigned to the elected officials whose time it is to make a nomination as follows: first, if any of the positions to be filled is held by a person residing in a district which a Council Member whose time it is to make a nomination is elected to represent, that Council Member will be assigned to make the nomination for that position, (provided that, if more than one position to be filled are held by persons residing in the same district which a

Council Member whose time it is to make a nomination for these positions is elected to represent, the Council Member will be assigned to make the nomination for the position held by person residing in his district alphabetically by last name of the person holding the position) and then, for any remaining positions, elected officials whose time it is to make a nomination will be assigned in the order of the rotation to make the nomination for positions held by persons alphabetically by the last name of the person holding the position. For example, if two positions are to be filled and the persons holding the positions are John Doe residing in District One and Jane Roe residing in District Three and Council Member, District Three and Council Member District Four are to make the nominations, the Council Member from District Three will make the nomination for the position held by Jane Roe and the Council Member from District Four will make the nomination for the position held by John Doe. As a further example, if two positions are to be filled and the persons holding the positions are John Doe residing in District One and Jane Roe residing in District Three and the elected officials to make the nomination are Council Member, District Four and Council Member District Five, the Council Member, District Four will make the nomination for the position held by John Doe and the Council Member District Five will make the nomination for the position held by Jane Roe.

When a position is filled after a nomination for the first seven positions filled after October 11, 2010, the position will thereafter be assigned for nomination by the same elected official who made the initial nomination for that position. For example, if a position is filled after a nomination by Council Member, District One, and it is time to make an appointment for that position again, due to the expiration of the term or a vacancy, Council Member, District One, will make the nomination for that position.

For the eighth and ninth position filled after October 11, 2010, nominations will be made in the rotation order indicated above whenever it is time to make an appointment in these two positions due to expiration of a term or a vacancy. For example, if a vacancy occurs in the eighth position and Council Member District One made the most recent nomination for the eighth position and Council Member District Two has made the most recent nomination for the ninth position, when it is time to make another appointment for either position again due to expiration of a term or a vacancy, the nomination will be made by the Council Member, District Three and then when it is time to make another appointment for either position again due to expiration of a term or a vacancy the nomination will be made by the Council Member, District Four.

~~Redevelopment Commission. The commission shall consist of seven members, all of whom shall be residents of the City. All members shall be appointed by the City Council in accordance with this policy and the City Clerk's Office shall send the appointment letters for those members.~~

~~The Mayor and each Council Member nominates to City Council the persons to serve on the Redevelopment Commission. When a vacancy occurs in a position filled after a nomination by an elected official, the same elected official who made the nomination will make the nomination for that position again.~~

~~City Council is not required to appoint the person nominated by the Council Member or Mayor and may, but is not required to, request another nomination from the Council Member or Mayor making the nomination in the event the initial nominee is not appointed. In the event the person~~

~~nominated by a the Council Member or Mayor is not appointed and another nomination from the Council Member or Mayor making the nomination is not requested, any Council Member or the Mayor may make a nomination. City Council shall make the appointment by a motion of appointment.~~

Sheppard Memorial Library Board. The board shall consist of nine members. City members shall be appointed by the City Council in accordance with this policy. Appointment letters shall be sent from the City Clerk's Office for the City appointments. The County Commissioners shall appoint county candidates, and the appointment letters for County members shall be sent from the County Clerk's Office. A copy of the appointment/reappointment letter shall be sent to the City Clerk's Office, at which time the City records shall be updated. The City Council liaison to the Sheppard Memorial Library Board shall serve as a voting ex-officio member of the Board.

Youth Council. The Greenville Youth Council shall be composed of twenty members as follows: fifteen representatives from each of the Pitt County public high schools and five representatives from private schools, charter schools and home schools located in Pitt County. All members shall be appointed by the City Council in accordance with this policy and the City Clerk's Office shall send the appointment letters for those members.

When an appointment is to be made by City Council on a particular board or commission, the City Council liaison shall contact the City Clerk's Office by noon on the Monday prior to the Thursday City Council meeting with a name of the person to be recommended for appointment. (Exceptions to this are (1) the Police Community Relations Committee, to which the Mayor and City Council Members each make individual appointments without a vote of City Council, (2) the Housing Authority, to which either, in accordance with the procedure set forth in the Housing Authority section above, the Mayor makes the appointment or City Council appoints commissioners after receipt of a nomination from Council Members on a rotating basis or City Council appoints a commissioner after receipt of a recommendation from the Housing Authority or City Council confirms the appointment of a commissioner who is elected by other persons directly assisted by the Housing Authority and (3) the Redevelopment Commission, to which the Mayor and each Council Member make a nomination for the individual members so that the Commission consists of members appointed by City Council after receipt of a nomination by either the Mayor or a Council Member.) If a talent bank form is not on file for the individual, the City Council Member shall be responsible for providing one to the City Clerk prior to that time. The City Clerk's Office shall be responsible for providing a copy of the talent bank form to all City Council Members at the Monday night meeting so that a recommendation can be made by the City Council liaison for appointment on Thursday night. Talent bank forms shall be provided to City Council on Monday night and the recommendation discussed, giving other City Council Members an opportunity for comment on the recommendation. A consensus on appointees shall be made at the Monday meeting. If written information is unavailable to be presented at the Monday night meeting, the City Council liaison shall provide a copy of the talent bank form to the City Clerk's Office by Wednesday at noon to be submitted to Council in the Wednesday Notes to Council. Official action on appointments shall be taken at the Thursday Council meeting held during the month in which the appointment is due, unless a

recommendation has not been selected, at which time the appointment shall be continued to the following month.

Appointment to a Board at the Conclusion of Service on a Board

When a citizen completes at least one full term on a board or commission, that person shall be eligible to serve on another as a City member at the completion of the term. However, a one-year waiting period is required in order to serve on the same board or commission.

Alternate Members

On certain boards and commissions, members shall originally be appointed as Alternate Members in order to provide a learning period unless there are more vacancies on the Board than the number of alternate slots for the Board at the time of appointment. The alternates vote only when a regular member is absent or unable to vote. City alternates shall be provided for various boards as follows:

Affordable Housing Loan Committee	Alternate
Board of Adjustment	Alternate Nos. 1, 2 and 3
Planning and Zoning Commission	Alternate Nos. 1 and 2

Alternates shall move up in rank or to a regular member slot as vacancies become available on the board and in accordance with the following rotation. In the instance of only one alternate, when a vacancy becomes available to replace a regular member who is ineligible for reappointment or is not reappointed, the alternate shall move up and a new alternate member appointed. In the instance of two alternates, when a vacancy becomes available to replace a regular member who is ineligible for reappointment or is not reappointed, Alternate #1 shall be elevated to a regular member, Alternate #2 shall be elevated to Alternate #1, and a new Alternate #2 appointed. In the instance of three alternates, when a vacancy becomes available to replace a regular member who is ineligible for reappointment or is not reappointed, Alternate #1 shall be elevated to a regular member, Alternate #2 shall be elevated to Alternate #1, Alternate #3 shall be elevated to Alternate #2, and a new Alternate #3 appointed. In the event that there are two elevations at one time, the Alternate members shall move in the order in which they would have normally been elevated.

Reappointments

Persons serving on City boards and commissions having a term of more than three years shall be ineligible for consideration for reappointment. Persons serving on City boards and commissions having a term of three years or less shall be eligible for consideration for reappointment to a second term, but shall be ineligible for a third term. Persons serving unexpired terms on any City board or commission shall be eligible for consideration for appointment to a full term. On joint City and County boards, such as the Pitt-Greenville Airport Authority and the Sheppard Memorial Library Board, City appointees may be reappointed to a second term. The purpose of this exception is to create the same reappointment policy for City appointees as that of the County on joint City/County boards; this policy shall be reviewed if the County of Pitt amends

the County appointment policy with regard to joint City/County boards. On the Firefighter's Relief Fund Committee, City Council appointees may be reappointed without a limit on the number of terms. The purpose of this exception is to create the same reappointment policy for City Council appointees and those elected or appointed by others in accordance with statutory provisions. On the Housing Authority, City Council appointees may be reappointed to a second term.

No Holdover Beyond Term

Upon the expiration of the term of office of a member of a board or commission, the member shall not continue to serve until a successor is appointed unless the member is eligible to be reappointed for another term. The holdover service of the member eligible to be reappointed for another term shall be considered to be a part of the member's service for the next term

Nominations for Extended Vacancies

In the event there is a vacancy on a City board or commission which has been on the City Council agenda for appointment by City Council for more than three (3) calendar months in which a regular City Council meeting has been held, then any Council Member may make a nomination to fill the vacancy without regard to any other provision relating to who has the authority to make the nomination. If there are more than one nomination, the appointment shall be conducted in accordance with the procedure for nominations and elections in Robert's Rules of Order.

Resignation of Board or Commission Members Elected to Public Office

Members of City boards or commissions who are elected as Mayor or as a City Council Member shall submit a resignation from the board or commission prior to becoming installed as an elected official.

Service of a Full-Time Employee on a Board or Commission

A full-time employee of the City of Greenville shall not be eligible to serve on a city authority, board, commission or committee as an appointee of the Mayor, City Council or a Council Member. If such a member becomes a full-time employee of the City of Greenville, that shall constitute a resignation from the authority, board, commission or committee upon which he serves, effective upon the date a replacement is appointed. The prohibition established herein shall not apply to any current full-time City employee who is currently serving on an authority, board, commission or committee for so long as said employee serves on the same body until the completion of the current term. The prohibition established herein shall not apply to service resulting from being an ex-officio member.

Serving on Two Boards Simultaneously

With the exception of ad hoc committees, task forces, or other like groups created by the City Council for a specified length of time and for a specified purpose, individuals shall not serve on more than one city board or commission as a City Council appointment at the same time. A citizen may resign from a City board or commission in order to serve on another City board or commission. The citizen may be appointed to the new board or commission prior to submitting a resignation from the current board or commission but must submit the resignation from the current board or commission prior to commencing service on the new board or commission.

Individuals shall not hold more than two appointive offices or more than one appointive office and an elective office concurrently in violation of North Carolina General Statute 128-1.1.

Designation of Liaisons and their Roles and Responsibilities

Designation. The Mayor shall designate City Council Members and the Mayor as liaisons to boards and commissions whose members are appointed by the City. Prior to the designation of the liaisons, the Mayor shall ask Council Members to which boards and commissions they prefer to be designated as liaison. The Council Members shall be provided an opportunity to discuss their choices with the Mayor.

Length of Designation. The liaisons shall serve until the end of their elected two-year term as a City Council Member or the Mayor.

Roles of the Liaisons. The liaison is a communication link between the City Council and the appointed board or commission. The liaison role is not to regularly and actively discuss subjects on the agenda with the board or commission members, but to offer insight into overall City goals and policies that have been adopted by the City Council as it may relate to an issue being considered by the board or commission. The liaison, from time to time as appropriate, shall inform City Council of major activities of the board or commission.

Attendance. The attendance at board or commission meetings is at the discretion of the liaison. While attendance at every meeting is not required, attendance sufficient to understand the subjects before the board or commission is important.

Voting. The liaison is not a voting member of the board or commission and may not make motions at a meeting of the board or commission. The exception to this is the Sheppard Memorial Library Board of Trustees and the Pitt-Greenville Airport Authority where the liaison is a voting member and should participate as a full member.

Appointments. The liaison is to review the applications in the talent bank for vacancies on the board or commission and to make nominations of persons to City Council to fill the vacancies. The exception to this is Housing Authority, the Police Community Relations Committee, the Redevelopment Commission, Board of Adjustment, Greenville Utilities Commission, Pitt-Greenville Airport Authority, Planning and Zoning Commission and Recreation and Parks Commission.

City Council is not required to appoint the person nominated by the liaison and may, but is not required to, request another nomination from the liaison making the nomination in the event the initial nominee is not appointed. In the event the person nominated by a liaison is not appointed and another nomination from the liaison making the nomination is not requested, any Council Member or the Mayor may make a nomination. City Council shall make the appointment by a motion of appointment.

Attendance of Members

All appointed members of the various boards and commissions are expected to attend all regular meetings. Whenever a member of any board or commission has missed two or more consecutive regular meetings or fails to attend seventy-five percent of all regularly scheduled meetings in a one year period commencing annually on the month immediately after the month which City Council is regularly scheduled to make an appointment for that board or commission as a result of an expired term, the staff liaison to the board or commission shall notify the City Clerk of the member's attendance record. If a regularly scheduled meeting is cancelled due to a lack of a quorum, a member will be considered as failing to attend the meeting if the member's failure to attend or failure to indicate an intent to attend the meeting contributes to the lack of a quorum. The City Clerk's Office shall send a letter and an email to the member asking to be notified about the person's ability to attend future meetings. A copy of the letter and email shall be sent to the City Council liaison. If, within 15 work days after the date the letter is mailed and the email is sent, the member responds that he desires to continue serving and will attend future meetings on a regular basis, the City Clerk's Office will notify the City Council liaison, and the attendance will be monitored for the next two regularly scheduled meetings as a probationary period. If the attendance requirements are still not met during the two regularly scheduled meeting probationary period or during the six month period after the two month probationary period or if the person either fails to respond to the letter within 15 work days after the date the letter is mailed and the email is sent, or indicates that he is unable or unwilling to attend, the City Council liaison will be notified by the City Clerk's Office and the vacancy placed on the next possible City Council agenda for replacement or other appropriate action. The appointment shall be for the duration of the unexpired term of the member whose position has been vacated.

Acknowledgement of Attendance Requirement

Persons appointed to a board or commission shall be provided a copy of the attendance requirement and sign a form provided by the City which acknowledges the understanding of the attendance requirement.

Quorum Issues

In the event a board or commission has failed to have two (2) consecutive regularly scheduled meetings due to a lack of a quorum or has failed to have at least fifty percent of its regularly scheduled meetings in a calendar year due to a lack of a quorum, City Council shall be notified. The City employee providing support to the board or commission shall notify the City Manager and City Clerk of this failure. The City Clerk will then notify City Council of the failure electronically. Any member of Council may place the issue for discussion or action in

accordance with the Policy on Mayor and Council Members Adding an Agenda Item approved by City Council. If placed on a City Council agenda, City Council will consider whether the board or commission should continue or be eliminated, whether the membership of the board or commission should be reduced, whether the quorum for the board of commission should be reduced, and whether alternate members should be appointed to the board or commission.

Recommendations to City Council

When a board or commission makes a recommendation or comment to City Council, City Council shall be provided the recommendation or comment. The recommendation or comment shall be approved by an action of the board or commission. The recommendation or comment shall be sent to the City Manager and City Clerk by the City employee providing staff support to the board or commission. The City Clerk will forward the recommendation or comment to City Council electronically. Any member of City Council may place the recommendation or comment on a City Council agenda for discussion or action in accordance with the Policy on Mayor and Council Members Adding an Agenda Item approved by City Council.

The following are not subject to this procedure:

(i) Recommendations from a board or commission in response to a request for a recommendation from City Council,
(ii) recommendations from the Planning and Zoning Commission, Recreation and Parks Commission, and Affordable Housing Loan Committee requiring a public hearing by City Council, and
(iii) recommendations from the Greenville Utilities Commission, Redevelopment Commission and Airport Authority.

These items will be placed on a City Council agenda by the City Manager in accordance with standard agenda preparation procedures.

Electronic Participation in Meetings

A board or commission may allow a member to participate in a meeting electronically. However, a member who is not physically present at the meeting shall not be counted as present for the purpose of establishing a quorum or for the purpose of compliance with the attendance requirement of this Policy and shall not vote on any matter before the board or commission.

This provision shall not apply to the Greenville Utilities Commission, Airport Authority, and Housing Authority and these boards or commissions may establish their own policy relating to electronic participation in meetings.

Minutes

Minutes shall be prepared for each meeting of a board or commission. The minutes for a regular meeting shall be scheduled for approval by the board or commission at its next regular meeting. The minutes for a special meeting shall be scheduled for approval by the board or commission no later than the next regular meeting held thirty days after the special meeting. The approved minutes shall be posted on the City's website no later than seven calendar days after approval.

Annual Presentation to Council

Boards or commissions will make an annual presentation to City Council. The City Clerk shall coordinate the scheduling of the date for the presentation. The presentation shall provide information on the activities and accomplishments during the past year and the goals and activities for the upcoming year. The goals and activities for the upcoming year shall support approved City Council goals, programs, and projects. The presentation shall comply with the Greenville City Council Policy on Time Limitations at City Council Meetings adopted at City Council.

Validity or Legality of Appointment Not Impacted

Failure to observe any requirement of this policy shall not affect the validity or legality of any appointment.

This policy was adopted by the Greenville City Council on October 11, 2010, and amended June 12, 2014, August 15, 2016, and October 9, 2017. **In addition, this policy was readopted on February 11, 2019 and made retroactive to and effective on September 1, 2018.**

City of Greenville, North Carolina

Meeting Date: 06/27/2022

Title of Item: Resolution and Development Agreement Between the City of Greenville and Taft Corporate Office, LLC Related to the Economic Development of City-Owned Property Located at 729 Dickinson Avenue

Explanation: At the May 9, 2022 City Council meeting, City Council approved a Letter of Intent (LOI) between the City of Greenville (City) and Taft Corporate Office, LLC (Taft) related to the economic development of City-owned property along the Dickinson Avenue Corridor. Approval of the LOI allowed staff to move forward with discussions with Taft for a formal Development Agreement (Agreement) that would create a binding, contractual obligation of both Taft and the City for the development of the project. At the June 27, 2022 City Council meeting, City staff will present a formal Agreement for Council consideration and approval.

Taft is proposing the development of approximately 150 market rate rental units along Dickinson Avenue. The project will consist of one bedroom and two bedroom units with only one lease allowed per unit. There will be no "quad style" units included in the project. The market rate complex will include the construction of a 390 space parking deck to serve the parking needs of Taft, the City, and the E.B. Ficklen hotel and event space project being developed by Stark Holdings, LLC.

The project area for the development will consist of the following Pitt County Tax parcels:

Tax Parcel #	Address	Current Owner	Approx. Acreage
20038	729 Dickinson Avenue	City of Greenville	0.65
15712	0 Dickinson Avenue	Taft Family Ventures	0.39
26929	202 West Eight Street	Taft Family Ventures	0.27
26981	226 West Eight Street	Taft Family Ventures	0.83

The City-owned property located at 729 Dickinson Avenue is the current location of the North Carolina Museum of Natural Sciences (Museum). The scope of the proposed project includes the relocation of the Museum from the City-owned property into the Taft-owned Cupola Building located at 226 West Eight Street. The Museum is excited about the proposed relocation to the Cupula

Building and the opportunity it brings to create a welcoming space for the community and its visitors to the Museum. Attached with this agenda item is a letter of support from the Museum signed by the Executive Director, Founder of A Time For Science, Chairperson for the Museum and Treasurer.

The following is a summary of the terms of the Agreement as agreed to by the City and Taft:

- The City shall convey the property located at 729 Dickinson Avenue to Taft for a price of $1,240,000.00, which is the property's current fair market value as of an independent appraisal dated March 1, 2022.

- Within 5 days of the effective date of the Agreement, Taft shall deliver $25,000 to the City's escrow agent to be held until the close on the sale of the City property.

- Taft shall have a period of 120 days following the effective date date of the Agreement to complete all inspections on the property (Study Period). At the end of the 120-day period, Taft shall deliver an additional $25,000 to the City's escrow agent to be held until the close on the sale of the City property.

- Taft shall close on the sale of the property within 12 months of the effective date of the Agreement.

- Taft shall apply for a building permit for the project within 12 months of the effective date of the Agreement. The 12-month period may be extended only upon mutual written agreement by the City and Taft. In such case, Taft must show the City that reasonable progress has been made with project design documents.

- Taft shall complete all phases of the project within 24 months of the issuance date of the building permit. The 24-month period may be extended only upon mutual written agreement by the City and Taft.

- The market rate complex shall consist of one bedroom and two bedroom units only. The project shall not include any "quad style" units.

- Taft shall require only one lease per unit.

- Taft shall lease the City 35 parking spaces within the Taft parking deck to be utilized for the general public parking needs of the City.

- The City shall utilize the 35 leased spaces to provide parking for the general public on an hour by hour, fee basis.

    - The City shall reserve the right to sublease the parking spaces to members of the general public in compliance with the City's Uptown Parking Policy.

- Taft shall lease the Cupola Building to the Museum for the Museum's operational use. The lease shall be for a minimum 30-year period at an annual lease rate of $1.00 per year, so long as the Museum is in existence.

    - Taft shall commit to funding a minimum $480,000.00 in improvements to the Cupola Building for the benefit of the Museum's relocation and buildout.

    - The City shall make a cash contribution of $240,000.00 as a match to Taft's contribution. The $240,000.00 shall be utilized for the benefit of the Museum's relocation, buildout, programming or operation within the new Cupola Building location.

The Agreement specifies that the City is conveying the property to Taft solely for the economic development purposes of increasing the City's property tax base and stimulating further development within the Uptown District. Therefore the Agreement specifies that the special warranty deed by which the property is transferred from the City to Taft shall contain a reversionary term by which the property will be reconveyed to the City if Taft fails to initiate and undertake the development of the property. Upon Taft's submission of the complete and final building permit application for the project, the reversionary clause will be released by the City.

Pursuant to the statutory authority under N.C. General Statute § 158-7.1, the City will hold a public hearing on June 27, 2022 related to the Agreement. The City has negotiated the sale of the property on which this project will be built, as an economic development project, which will increase the tax base of the City and stimulate development of the Uptown District. The value of the property is not less than $1,240,000. The consideration to be paid to the City in exchange for the property is determined to be no less than $1,240,000. A copy of the resolution is attached for consideration pursuant to North Carolina General Statute § 158-7.1.

Upon Council adoption of the Agreement, Taft shall begin moving forward with project design so as to be in compliance with the project deadlines as included in the Agreement.

Fiscal Note:

- City shall convey the property located at 729 Dickinson Avenue to Taft at a price of $1,240,000.00, which is equal to the property's fair market value as of an independent appraisal dated March 1, 2022.

- It is estimated that Taft's proposed project, inclusive of the market rate complex, parking deck, and Cupola Building improvements, will increase the property's assessed tax value to approximately $30 million.

- Based on the City's current property tax rate, it is estimated that the project will increase the City's annual property tax revenues by approximately $137,000.

- The City will make a cash contribution of $240,000.00 to the Museum for

the benefit of the Museum's relocation, buildout, programming or operation within the new Cupola Building location.

- The City has conservatively estimated that the economic impact within the project area, inclusive of the Taft project and the Stark project, will increase the City's Net General Fund revenues by approximately $1.11 million over a 15-year period.

Recommendation: Consider for approval the attached Resolution and the Development Agreement between the City of Greenville and Taft Corporate Office, LLC related to the economic development of City-owned property located at 729 Dickinson Avenue.

ATTACHMENTS

- **Taft DA Final 6-27 Council Meeting.docx**
- **Taft Resolution Final 6-27 Council Meeting.docx**
- **Museum Letter.pdf**
- **Dickinson Dev Project Financial Impact.pdf**

DEVELOPMENT AGREEMENT

BETWEEN

TAFT CORPORATE OFFICE, LLC,
OR ITS ASSIGNS AS BUYER

AND

CITY OF GREENVILLE, N.C. AS SELLER

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made this ___ day of June, 2022, by and between **TAFT CORPORATE OFFICE, LLC**, a North Carolina limited liability company, and its assigns (“Buyer") and **CITY OF GREENVILLE, N.C.**, a municipal corporation (alternatively referred to as the "Seller" or the “City”).

WITNESSETH: In consideration of the mutual covenants of Seller and Buyer contained herein, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Property. Subject to the terms and conditions of this Agreement, Seller agrees to sell to Buyer in fee simple, and Buyer agrees to purchase from Seller that certain parcel of Property situated, lying and being in Greenville, North Carolina, which is more particularly described in Exhibit A, attached hereto and made a part hereof (the “Property”). The Property shall be together with and including all appurtenances, rights, hereditaments, privileges, easements and development rights benefiting, belonging or pertaining thereto, and any right, title and interest of Seller in and to any Property lying within the metes and bounds of the Property as shown on Exhibit A. It is the Buyer’s intention to pursue the development of the Property for the construction and operation of Class A market rate apartment units and a structured parking deck to support the market rate apartment complex, the adjacent Stark boutique hotel, and the City’s public parking needs as outlined in Exhibit B.

2. Purchase Price and Deposit. Buyer shall pay at closing of the property $1,240,000.00, which is the amount the City has established as the fair market value through a method of appraisal, performed and certified by a Member Appraisal Institute (MAI) appraiser contracted with by the City, dated March 1, 2022. The Purchase Price shall be paid by Buyer to Seller at Closing (as hereafter defined) in cash or by certified check or wired funds.

Within five (5) business days following the Effective Date, (as defined in Section 30 hereof), Buyer shall deliver, in escrow, to Nexsen Pruet PLLC, as escrow agent ("Escrow Agent") the sum of Twenty-Five Thousand Dollars ($25,000.00) (the "Initial Deposit"). Within five (5) business days following the end of the Study Period (hereafter defined in Section 6.a.), provided that the Buyer has not terminated this Agreement, the amount of the deposit shall be increased by Buyer making an additional deposit with the Escrow Agent of Twenty-Five Thousand Dollars ($25,000.00) (the “Additional Deposit”). The Initial Deposit and the Additional Deposit so made are hereafter collectively called the “Deposit.” The Deposit shall be held in a North Carolina State Bar IOLTA trust account at a financial institution designated by the Escrow Agent. At Closing, the Deposit shall be paid by the Escrow Agent to Seller and applied against the Purchase Price. If the transaction contemplated by this Agreement does not close for any reason, the Deposit

shall be disbursed in accordance with the terms of this Agreement. In the event of a dispute between the parties with regard to the Escrow Funds that arises prior to Escrow Agent's disbursement of the Escrow Funds, Escrow Agent will hold the Escrow Funds until it receives joint instructions from the parties, deposit the Escrow Funds with the Clerk of Court, or disburse the funds pursuant to an order from a court of competent jurisdiction instructing Escrow Agent how and when to disburse the Escrow Funds. Seller acknowledges that Buyer's entering into this Agreement to purchase the Property and undertaking to perform such tests and studies as Buyer, in its sole discretion, shall deem reasonable and advisable, is adequate and sufficient consideration for the right to terminate this Agreement for any reason, during and within the Study Period, as defined in Section 6.a. of this Agreement.

3. Closing. Closing of the sale and purchase of the Property pursuant to this Agreement ("Closing") shall take place in Greenville, North Carolina at the offices of Buyer's attorney during normal business hours. The Closing shall take place on a regular business day on or before the date that is one (1) year following the Effective Date of this Agreement unless extended by mutual written agreement of the parties if factors beyond the Buyer's control surfaces, but Buyer must show reasonable progress with the project design documents as outlined in section 6(b). Additional contractual obligations and commitments which are accepted and agreed to by the Buyer as of the closing are specified in Exhibit B and Exhibit C of this document.

At Closing, Seller shall execute and deliver to Buyer:

a. duly executed and acknowledged special warranty deed (with a covenant of further assurances) conveying the Property to Buyer, in fee simple, but which will have a reversionary clause in favor of the City terminating upon the event described in Section 4 below, such deed being in the form of Schedule 1(a) attached hereto.

b. a closing and settlement statement in form and substance mutually satisfactory to both parties;

c. a certificate, executed and sworn to by Seller, confirming that (i) as of the Closing Date, all of the warranties and representations set forth in this Agreement are true and correct, and all covenants and agreements set forth in this Agreement to be performed by Seller have been satisfied, (ii) Seller has delivered true, correct and complete original permits and property agreements to Buyer, and (iii) that no material adverse changes have occurred with respect to any part of the Property; and

d. any other document reasonably necessary to consummate the transactions contemplated by this Agreement, including but not limited to, such title affidavits or other instruments as Buyer's title insurance company may require as to any matters to the extent not inconsistent with Seller's obligations under this Agreement.

At Closing, Buyer shall execute and deliver to Seller:

a. the approved settlement statement;

b. a certificate, executed and sworn to by Buyer, confirming that as of the Closing Date, all of the warranties and representations set forth in this Agreement are true and correct, and all covenants and agreements set forth in this Agreement to be performed by Buyer have been satisfied;

c. the Deposit and the balance of the Purchase Price, adjusted as provided by the approved settlement statement; and

d. a deed of trust for the benefit of the City, which will be in the form of Schedule 1(b) attached hereto.

e. any other document reasonably necessary to consummate the transactions contemplated by this Agreement.

4. Economic Development Purposes. It is understood and agreed that the conveyance of the Property by the City to the Buyer is solely for the economic development purposes of increasing the property tax base of the City and stimulating further development and improvements in the downtown area of the City. Consequently, but for the commitment of the Buyer to make the improvements set forth in this Agreement and specifically in Exhibit C, the City would not have the authority to negotiate the sale of the property and would not have done so. Therefore, it is essential that the property be reconveyed to the City if the Buyer does not undertake and complete the improvements required by this Agreement. As a result of this, it is agreed that:

a. The special warranty deed by which the Property will be conveyed by the City to the Buyer will contain a reversionary term by which the Property will be reconveyed to the City if the Buyer fails to initiate and undertake the development of the Property as required by this Agreement. Upon the Buyer submitting the complete and final building permit application for the project, specifically for the parking deck and/or Class A market rate housing units, the reversionary clause contained in the deed will be released by the City. The form and content of the reversionary clause will be in the form as set forth in the proposed deed on Schedule 1(a) attached hereto. The form and content of the document releasing the reversionary clause shall be negotiated between the parties, but which will be reasonably acceptable to the City, Buyer and the Buyer's lender.

b. To secure the initiation, undertaking and completion of all improvements to the Property as set forth in the Agreement, the City will have a deed of trust on the Property which will provide for the development of the Property to be completed as agreed to in this Agreement. The deed of trust will be subordinated to any deed of trust or lien necessary to secure financing for the Buyer's improvements to the Property. The deed of trust will be in the form set forth on Schedule 1(b) attached hereto. The deed of trust will be released when the development of the Property has been

completed and certificates of occupancy issued for all improvements in the Property. Provided however that if desired by the Buyer, the Parties will negotiate in good faith to utilize a letter of credit, performance bond, completion guarantee, or some other form of security to assure that the improvements of the Property will be completed by the Buyer.

5. Undertakings of Parties Pending Closing. Within ten (10) days following the Effective Date, Seller will deliver to Buyer, at no cost or expense to Buyer, copies of all tests, studies and surveys in Seller's possession, or in the possession of Seller's consultants or agents, relating to the Property and its operations, including, without limitation, surveys, agreements with adjacent Property owners, agreements with governmental authorities, title information, topographic maps, engineering and environmental reports, soil reports, wetland surveys, licenses and permits, land plans, building plans and specifications, utility information, real estate tax bill and assessment, permits and permit applications, any service, maintenance or management contracts, warranties, maintenance and repair records, all currently operative leases, contracts and permits, all service, maintenance or management contracts, and any other documents or materials relating to the ownership, operations and maintenance of the Property ("Seller's Property Reports"). From the Effective Date until Closing (i) Seller shall give to Buyer, its agents and representatives, full and free access to all areas of the Property during normal business hours; (ii) Buyer, its agents and representatives, shall have the right, at Buyer's cost and risk, upon reasonable prior verbal or written notice to Seller, to enter upon the Property for the purpose of making physical inspections, environmental tests, soil tests, including test borings for geotechnical purposes, and other similar inspections and studies; and (iii) Seller shall render to Buyer all reasonable assistance requested by Buyer in obtaining any permits, consents or approvals which Buyer believes to be necessary in connection with Buyer's planned use of the Property. Provided however that reasonable assistance as defined in subsection (iii), immediately preceding, shall in no way imply or be interpreted as any expectation of the City or obligation on the part of the City to take any specific action on permit applications, plan reviews or other applications which might come before the City's staff or Council. It is expressly understood that the City staff and Council retain all discretion as to acting on all regulatory matters that might come before them. If Buyer exercises its rights under subsections (i) and/or (ii) of this Section 5, prior to any entry upon the Property, Buyer, at no cost to the Seller, shall furnish Seller with a certificate of insurance, in form and content acceptable to Seller, which names the Seller as an additional insured party. The general liability insurance coverage provided by the Buyer shall have coverage limits of no less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in the aggregate. If Buyer exercises its rights under subsections (i) and/or (ii) of this Section 5, Buyer shall keep the Property free and clear of any and all liens or claims resulting therefrom, shall defend, indemnify and hold harmless Seller, its agents, employees, officials (elected and appointed), and independent contractors/consultants from and against any cost, damage, liability or expense of any kind (including reasonable attorney's fees and litigation costs and expenses) for loss or damage to property and/or injuries to or death of persons arising therefrom, and, if Closing does not occur for any reason, Buyer shall restore any portion of the Property damaged by Buyer's activities on the Property to its condition immediately

before such activities. The rights and obligations of the Buyer to indemnify Seller as aforesaid under the provisions of this Section 5 shall survive Closing or any termination of this Agreement.

6. Study Period; Conditions Precedent.

a. Study Period. Buyer's obligation to purchase the Property is contingent upon Buyer's completion of Buyer's review of the Property to Buyer's satisfaction on or before the date which is one hundred twenty (120) days following the Effective Date (the "Study Period"). Such review and investigation shall be conducted at Buyer's sole cost and expense. Buyer may terminate this Agreement at any time prior to 5:00 p.m. on the last day of the Study Period by written notice to Seller. If this Agreement is so terminated by Buyer prior to the end of the Study Period, the Deposit shall immediately be refunded to Buyer, this Agreement shall be of no further force or effect, and the parties shall have no further rights, duties, liabilities or obligations, at law or in equity, to each other of any kind or nature arising out of or relating to this Agreement, except for those obligations which are specified under this Agreement to survive termination.

b. Development Approvals Contingency. Buyer shall have an initial period of one (1) year following the Effective Date, as may be extended (the “Approvals Period”), to acquire all approvals and permits for the project including, but not limited to, grading, foundation and building permits, that Buyer deems necessary or desirable for the development of the Property (each hereinafter an “Approval,” and collectively the “Approvals”). Seller agrees to use commercially reasonable efforts to expedite any Approvals requested from Seller. If Buyer determines one or more Approvals related to the development of the Property are required or desired, but have not yet been obtained during the initial Approvals Period, then so long as Buyer diligently commences to obtain such Approval(s) and thereafter prosecutes such Approval(s) in a commercially reasonable manner, the last day of the Approvals Period may be extended by two (2) ninety (90) day extensions of the Approvals Period, if Seller, in its reasonable discretion, grants either or both extensions. To exercise each extension option, prior to the expiration of the Approvals Period (as it may be extended), Buyer shall (i) notify Seller and the Escrow Agent of such exercise, and (ii) increase the Deposit by an additional Ten Thousand Dollars ($10,000.00) deposit credited for each Extension Option exercised. Upon exercising any of the extensions provided above, Buyer shall deliver to Seller upon Seller’s reasonable request, periodic updates regarding Buyer’s acquisition of the remaining requested Approvals. Seller’s obligation to grant any further extensions above is conditioned upon a showing that Buyer has pursued the Approvals in a commercially reasonable manner.

If at any time prior to Closing, Buyer determines that the desired Approvals have not been, or will not be, issued, then Buyer may terminate this Agreement by written notice to Seller. If this Agreement is terminated by Buyer pursuant to this Section 6.b at any time prior to Closing, but after the end of the Study Period, then the Deposit shall be forfeited

by the Buyer, the Escrow Agent shall forward the Deposit to the Seller, the Agreement shall be of no further force or effect, and the parties shall have no further rights, duties, liability or obligations, at law or in equity, to each other of any kind or nature arising out of or relating to this Agreement, except for those obligations which are specified under this Agreement to survive termination.

7. Title and Survey. Title to the Property shall be good and marketable, free and clear of all liens, encumbrances and encroachments, and free of all violation notices from any governmental authority having jurisdiction over the Property, except for the Permitted Exceptions, as hereinafter defined. For purposes hereof, “Permitted Exceptions” shall mean any other matters which are not objected to by Buyer prior to the end of Study Period except for those matters hereinafter described to which Buyer may object following the Study Period. Title to the Property shall not be deemed good and marketable unless a national title insurance company, acceptable to Buyer, agrees to insure fee simple title to the Property and issue to Buyer an owner's title insurance policy, at standard rates, subject only to the Permitted Exceptions. Funds payable by Buyer at Closing may be used to pay off any existing liens, encumbrances or violation penalties, including accrued interest thereon.

During the Study Period, Buyer may cause a title company to conduct a title examination of the Property and a surveyor to prepare an ALTA Survey of the Property. Buyer shall, no later than the last day of the Study Period, notify Seller in writing of any survey objections identified by Buyer. Buyer shall have the right to additionally object to any matters first appearing of record after the expiration of the Study Period, or during the gap from the last update of title to the expiration of the Study Period, unless such matters were caused by Buyer.

If, as provided above, Buyer has given Seller timely written notice of any such differences or survey objections, Seller shall use reasonable efforts to cause such objections to be resolved by the date of Closing. Seller shall bring suit, if necessary, to cure any other objection or to buy-out or settle any other claim or lien against the Property so long as such actions do not render such matters uncollectible under Seller's title insurance. Notwithstanding the foregoing, Seller (which shall not be deemed a limitation on Seller's title insurer) shall not be required to expend more than One Hundred Thousand Dollars ($100,000.00) in the aggregate, including reasonable attorney's fees and expenses, to remove any title or survey objections. At either party's option, the date of Closing may be extended for a period not to exceed ninety (90) days for purposes of eliminating any title or survey objections. In the event that Seller does not eliminate any title or survey objections as of the date of Closing as the same may be extended under the preceding sentence, Buyer shall have the option of either (i) proceeding with Closing and accepting the title "as is", without reduction in the Purchase Price and without claim against Seller therefor, or (ii) terminating this Agreement in which event the Escrow Agent shall return the Deposit and all interest earned thereon to Buyer and the parties shall have no further rights, duties, liabilities or obligations, at law or in equity to each other of any

kind or nature arising out of or relating to this Agreement, except for those obligations which are specified under this Agreement to survive termination.

8. Delivery of Related Documents. Each party shall execute and acknowledge, seal and deliver, after the date hereof and at Closing, such further assurances, instruments and documents as the other may reasonably request in order to fulfill the intent of this Agreement and the transactions contemplated hereby.

9. Adjustments. At Closing, all rents, real estate taxes, utilities, charges for sewer and water, if any, and all other public or governmental charges or public or private assessments against the Property shall be adjusted and apportioned between the parties as of 11:59 p.m. on the date of Closing and shall thereafter be assumed and paid by Buyer, whether or not assessments have been levied as of the date of Closing. All assessments imposed against the Property by any governmental agency or public utility for improvements resulting from work commenced or development activities undertaken on or before Closing shall be paid in full by Seller at Closing. All assessments for improvements to or for the benefit of the Property for work commenced after Settlement shall be paid by Buyer unless such work is required by or results from development activities undertaken on or before Closing by Seller in which case the assessment shall be paid by Seller. If at the time for the delivery of the deed, the Property is affected by an assessment that is or may become payable in annual installments, then for the purposes of this Agreement, all of the unpaid installments of any such assessment shall be deemed to be due and payable and shall be paid and discharged by Seller. Notwithstanding the foregoing, the Seller agrees that none of the work anticipated to be performed by Seller pursuant to a Joint Development Agreement among the Seller, Buyer and Stark Holdings, LLC, including infrastructure improvements and relocation of utilities, will result in an assessment against the Property.

The cost of all documentary stamps, recordation taxes and transfer taxes with respect to this transaction will be borne by the Seller as it is statutorily exempt from such taxes; provided, however, that if the relevant statutes are changed and the Seller is no longer exempt at the time of Closing, then the parties agree that the cost of all documentary stamps, recordation taxes and transfer taxes with respect to this transaction shall be shared and paid equally by Seller and Buyer.

10. Representations and Warranties by Seller. To induce Buyer to enter into this Agreement and to purchase the Property, Seller hereby represents and warrants to, and covenants and agrees with Buyer the following, with the understanding and intention that Buyer is relying upon the accuracy of such representations and warranties, and the agreement of Seller to comply with and perform such covenants and agreements. These representations, warranties, covenants and agreements shall be deemed to be made by Seller to Buyer as of the Effective Date and as of the Closing Date and thereafter (it being understood that such representations, warranties, covenants and agreements shall not be merged into the documents to be executed on the Closing Date). This Agreement is contingent upon and subject to the truth and accuracy of such representations and warranties, and the full and complete satisfaction of such covenants and agreements,

and if such representations and warranties are not true and accurate or if any such covenants and agreements are not satisfied, Buyer shall have the option of terminating this Agreement by written notice to Seller and receiving a return of its Deposit. The following are the representations and warranties:

a. Seller is a municipal corporation which was duly formed and organized and is in good standing under the laws of the State of North Carolina. This Agreement constitutes the legal, valid and binding obligation of Seller, enforceable in accordance with its terms. Seller has full power and authority to enter into and perform the terms and conditions of this Agreement, and the person executing this Agreement for Seller is fully and duly empowered and authorized to so act. To the best of Seller's knowledge, entering into this Agreement does not, and the consummation of the acts contemplated by this Agreement shall not, violate any agreements, documents or instruments to which Seller is a party or by which it is bound, or any law, governmental regulation, order or decree to which Seller is subject;

b. To the best of Seller's knowledge, there are no laws, statutes, ordinances, building or use restrictions or zoning regulations now applicable to the Property which prohibit any of the uses presently being made thereof;

c. There are no pending or threatened condemnation or similar proceedings or assessments affecting the Property or any part thereof, nor to the best knowledge and belief of Seller, are any such assessments or proceedings contemplated by any governmental authority;

d. There are no actions, suits, proceedings or claims affecting any part of the Property, or affecting Seller with respect to the ownership, occupancy, use or operation of any part of the Property, pending or threatened in or before any court, agency, commission, or board;

e. Seller is not in breach of any law or regulation, or under any order of any court or federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, wherever located, with respect to the Property or the Seller's present use and operation of the Property;

f. Seller has not received any summons, citation, directive, notice, complaint, letter or other communication, written or oral, from the United States Environmental Protection Agency, North Carolina Department of Environmental Quality, or other governmental authority concerning any alleged violation of any environmental law or rule or regulation at the Property and, to the best of Seller's knowledge, the Property is not currently under investigation for any such violation;

g. There is no actual, pending or threatened action, suit, claim, litigation, or proceeding by any entity, individual or governmental agency affecting Seller or the Property which would in any way constitute a lien, claim or obligation of any kind

against the Property, and to the best of Seller's knowledge, there is no such action, suit, claim, litigation or proceeding contemplated;

h. There are no contracts, leases, licenses, or other agreements affecting the Property;

i. From the Effective Date until the Closing, Seller shall (i) maintain the Property in, or, if necessary, restore the Property to, its present condition, subject to reasonable wear and tear, damage and condemnation, and, (ii) continue to maintain the Property in a good, businesslike manner;

j. Seller has delivered to Buyer complete, true, and correct copies of all insurance policies. Seller shall continue all such insurance policies in full force and effect through the Closing Date, and Seller shall neither cancel nor amend any of the same without Buyer's prior written consent;

k. Seller has not received, and has no knowledge of, any written notices or written requests from any mortgagee, insurance company, or Board of Fire underwriters, or any organization exercising functions similar thereto, requesting the performance of any work or alterations in respect to the Property, and has not received and has no knowledge of any such non-written notices or requests;

l. From the Effective Date through the Closing Date, Seller shall not enter into any new agreements affecting the Property ("Property Agreements") without the prior written consent of Buyer. The copies of the Property Agreements previously delivered to Buyer, if any, are true, accurate, and complete, and there is no material, uncured breach or default by Seller or by any other party under the Property Agreements; prior to the Closing Date, Seller shall comply with each and every undertaking, covenant, and obligation under the Property Agreements and the same shall not be modified, amended, terminated, renewed, or otherwise altered without the prior written consent of Buyer, and Seller shall not modify or alter any repair or maintenance programs or policies now in effect with respect to the Property;

m. Seller owns the entire fee simple title to the Property (legal and equitable) and all persons who have any ownership interest or claim whatsoever in and to the Property (except trustees or mortgagees under existing deeds of trusts or mortgages, if any) have also signed this Agreement, thereby ratifying same. On the Closing Date, Seller shall have good and marketable title in fee simple to the Property, free and clear of all restrictions, liens, leases, encumbrances, rights-of-way, easements, encroachments, exceptions, and other matters affecting title, except for the Permitted Exceptions;

n. No person, firm, or entity, other than Buyer, has any rights in or right to acquire the Property or any part thereof, and as long as this Agreement remains in force, Seller will not, without Buyer's prior written consent, lease, transfer, mortgage, pledge, or convey its interest in the Property or any portion thereof nor any right therein,

nor shall Seller enter into, or negotiate for the purpose of entering into, any agreement or amendment to agreement granting to any person or entity any right with respect to the Property or any part thereof;

o. Seller shall terminate, at no cost to the Buyer, the lease agreement between the Seller and Bray Hollow Foundation, Inc. d/b/a A Time For Science so that the tenant vacates the property at least 30 days prior to the beginning of construction of the development, and Buyer shall be responsible for notice to the tenant of date scheduled for the beginning of construction;

p. There will be no outstanding mechanic's and materialmen's liens or claims of creditors against the Property on the Closing Date that will not be removed by Seller on the Closing Date;

q. To the best of Seller's knowledge, no petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or State bankruptcy laws is pending or threatened against or contemplated by Seller; and

r. The Property is contiguous with a public road along all of its common boundary with such roadway, so that there are no strips or gores lying between such roadway and the Property. The Property has access to a publicly dedicated and accepted thoroughfare, and all access points from the Property to any public rights-of-way are either through duly issued curb (and median, if applicable) cut permits or through private easements running with title to the Property. There is no pending or threatened governmental proceeding which would impair or curtail such access.

The above representations, and warranties shall survive the expiration or termination of this Agreement, the discharge of all other obligations owed by the parties to each other, and any transfer of title to the Property, whether by sale, foreclosure, deed in lieu of foreclosure or otherwise.

If Buyer discovers any breach of the foregoing representations and warranties prior to closing, it shall afford Seller a period of one hundred twenty (120) days to cure such breach. Any time utilized by Seller to cure any breach shall be added to the one hundred twenty (120) day Study Period, as defined in Section 6.a. of this Agreement, if applicable. In the event Seller is unable to cure such breach within that time period, Buyer shall be entitled to terminate this Agreement in which event the Escrow Agent shall return the Deposit to Buyer.

11. Representations and Warranties by Buyer. To induce Seller to enter into this Agreement and to sell the Property, Buyer hereby represents and warrants to, and covenants end agrees with, Seller the following, with the understanding and intention that Seller is relying upon the accuracy of such representations and warranties, and the agreement of Buyer to comply with and perform such covenants and agreements. These

representations, warranties, covenants and agreements shall be deemed to be made by Buyer to Seller as of the Effective Date and as of the Closing Date and thereafter (it being understood that such representations, warranties, covenants and agreements shall not be merged into the documents to be executed on the Closing Date). This Agreement is contingent upon and subject to the truth and accuracy of such representations and warranties, and the full and complete satisfaction of such covenants and agreements, and if such representations and warranties are not true and accurate or if such covenants and agreements are not satisfied, Seller shall have the option of terminating this Agreement by written notice to Buyer and shall be allowed to retain the Deposit. The following are the representations and warranties:

a. Buyer is a North Carolina limited liability company which was validly formed and organized and is in good standing under the laws of the State of North Carolina. Buyer has filed with the Secretary of State of North Carolina appropriate registrations and is authorized to do business in this State. This Agreement constitutes the legal, valid and binding obligation of Buyer enforceable in accordance with its terms; Buyer has full power and authority to enter into and perform the terms and conditions of this Agreement; and the person executing this Agreement for Buyer is fully and duly empowered and authorized to so act;

b. There are no pending or, to the knowledge of Buyer, threatened legal actions, suits or other legal or administrative proceedings pending or threatened against Buyer that, if determined adversely to Buyer, would materially adversely affect Buyer's ability to perform its obligations under this Agreement or that would enjoin or prevent the consummation of the Closing; and

c. To the best of Buyer’s knowledge, no petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or State bankruptcy laws is pending or threatened against or contemplated by Buyer.

The above representations and warranties shall survive the expiration or termination of this Agreement, the discharge of all other obligations owed by the parties to each other, and any transfer of title to the Property, whether by sale, foreclosure, deed in lieu of foreclosure or otherwise.

If Seller discovers any breach of the foregoing representations and warranties prior to Closing, it shall afford Buyer a period of one hundred twenty (120) days to cure such breach. In the event that Buyer is unable to cure such breach within that time period, Seller shall be entitled, as its sole and only remedy, to receive and retain the Deposit and have the title to the Property conveyed to the City.

12. Other Undertakings of the Parties.

a. The Buyer shall provide access to public parking in the Buyer's parking deck for use by the general public as specified in EXHIBIT B of this agreement.

b. The Seller is responsible for all public investments specified in EXHIBIT C of this agreement.

13. Condemnation. If after the date hereof and prior to Closing any part of the Property is taken or threatened to be taken by eminent domain or condemnation, Seller shall notify Buyer thereof, and Buyer may elect either (a) to terminate this Agreement, in which event the Deposit shall be refunded and the Agreement shall be of no further force or effect and the parties shall have no further rights, duties, liabilities or obligations, at law or in equity to each other of any kind or nature arising out of or relating to this Agreement, except for those obligations which are specified under this Agreement to survive Closing or termination; or (b) to consummate Closing as herein provided in which event all condemnation awards or payments shall be paid or assigned by Seller to Buyer at Closing.

14. Risk of Loss. The Property shall be held at the risk of Seller until Closing. Seller shall immediately have all insurance policies on the Property endorsed to protect all parties hereto as their interests may appear and shall continue the insurance in full force during the term of this Agreement.

15. Indemnification. The Buyer hereby agrees to indemnify, protect and save the Seller and its officers, Council members and employees harmless from all liability, obligations, losses, claims, damages, actions, suits, proceedings, costs and expenses, including reasonable attorneys' fees, arising out of, connected with, or resulting directly or indirectly from the development of the Property or the transactions contemplated by or relating to this Agreement, including without limitation, the possession, condition, construction or use thereof, insofar as such matters relate to events subject to the control of the Buyer and not the Seller. The indemnification arising under this Article shall survive the Agreement's termination.

To secure this indemnification commitment, the Buyer, at no cost to the Seller, shall furnish the Seller with a certificate of insurance, in form and context acceptable to the Seller, which names the Seller as an additional insured party. The insurance coverage provided by the Buyer shall have coverage limits of no less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in the aggregate.

The Seller hereby agrees to indemnify, protect and save the Buyer and its officers and employees harmless from all liability, obligations, losses, claims, damages, actions, suits, proceedings, costs and expenses, including reasonable attorneys' fees, arising out of, connected with, or resulting directly or indirectly from the development of the Property

or the transactions contemplated by or relating to this Agreement, including without limitation, the possession, condition, construction or use thereof, insofar as such matters relate to events subject to the control of the Seller and not the Buyer. The indemnification arising under this Article shall survive the Agreement's termination.

16. Possession. At Closing, Seller shall deliver exclusive possession of the Property to Buyer, free and clear of any tenancies, occupants or parties in possession.

17. Termination. If prior to closing Buyer fails to perform any of its obligations under this Agreement in any material respect and if such failure continues unremedied for more than forty-five (45) days unless further extended by agreement of the parties following receipt by Buyer of written notice from Seller specifying the nature of such failure, then Seller may, as its sole and exclusive remedy, terminate this Agreement by written notice to Buyer, and thereupon Escrow Agent shall pay to Seller, the Deposit as sole and exclusive remedy and as liquidated damages and not a penalty, such amount being recognized by Seller as being Seller's unascertainable damages that result from Seller's loss, cost and expense arising out of the transaction contemplated by this Agreement. The Deposit shall be liquidated damages for a default by Buyer prior to closing because of the difficulty, inconvenience and uncertainty of ascertaining actual damages for such default, and the retention of the Deposit under those circumstances will not constitute a penalty or a forfeiture. In such event, this Agreement shall be without additional recourse to Buyer and Seller and no additional damages, costs or expenses shall be sought by Seller in connection herewith. Seller expressly waives any rights to seek or obtain specific performance of this Agreement or to recover any losses suffered or incurred by Seller due to any breach or default by Buyer in excess of the Deposit. Any attendance or appearance at Closing by either party shall not nullify or void this provision for payment of liquidated damages as Seller's sole and only remedy. Upon such payment of the liquidated damages, this Agreement shall be of no further force or effect, and neither party shall have any further rights, duties, obligations, or liabilities, at law or in equity arising out of or relating to this Agreement.

If Seller shall fail to proceed to Closing under this Agreement, or if prior to closing Seller fails to perform any of its other obligations under this Agreement and if such other failure by Seller continues unremedied for more than forty-five (45) days unless further extended by agreement of the parties following receipt by Seller of written notice from Buyer specifying the nature of such failure, then Buyer may as its sole and exclusive remedy, terminate this Agreement by written notice to Seller, and thereupon Escrow Agent shall pay to Buyer the Deposit as liquidated damages and not a penalty, such amount being recognized by Buyer as being Buyer's unascertainable damages that result from Buyer's loss, cost and expense arising out of the transaction contemplated by this Agreement. The Deposit shall be liquidated damages for a default by Seller prior to closing because of the difficulty, inconvenience and uncertainty of ascertaining actual damages for such default, and the retention of the Deposit under those circumstances will not constitute a penalty or a forfeiture. In such event, this Agreement shall be without additional recourse to Seller and Buyer and no additional damages, costs or expenses shall be sought by Buyer

in connection herewith. Buyer expressly waives any rights to seek or obtain specific performance of this Agreement or to recover any losses suffered or incurred by Buyer due to any breach or default by Seller in excess of the Deposit. Any attendance or appearance at Closing by either party shall not nullify or void this provision for payment of liquidated damages as Buyer's sole and only remedy. Upon such payment of the liquidated damages, this Agreement shall be of no further force or effect, and neither party shall have any further rights, duties, obligations, or liabilities, at law or in equity arising out of or relating to this Agreement.

18. Notices. Any notice to be given to any party hereto in connection with this Agreement shall be in writing and shall be deemed given if hand delivered with signed receipt, sent by electronic mail to the email address provided hereunder (with a copy to follow by another method authorized by this Section 18 unless an email acknowledging receipt is received), or sent by recognized overnight express delivery service, postage prepaid, and addressed as follows:

If to Seller: City of Greenville, N.C.
Attn: City Manager
200 West 5th Street
Greenville, NC 27858
Fax: (252) 329-4435
Email: awall@greenvillenc.gov

With a copy to: City of Greenville, N.C.
Attn: City Attorney's Office
200 West 5th Street
Greenville, NC 27858
Email: emcgirt@greenvillenc.gov

If to Buyer: Taft Corporate Office, LLC
631 Dickinson Avenue
Greenville, NC 27834
Email: Thomas@tfonc.com

Notices shall be deemed given upon receipt thereof by both the relevant party and persons to whom copies are to be provided for such party, provided that such actual receipt be prior to 3:00 PM on a business day (days other than Saturdays, Sundays, and State or Federal legal holidays). If such notices are not received by 3:00 PM on a business day as provided above, such notices shall be deemed received on the next subsequent business day. Upon not less than ten (10) days prior notice to the other parties listed above, the parties shall be entitled to change the name, address and/or email address to which notices must be sent for their behalf.

19. Brokers. No real estate commissions or brokerage fees shall be paid by Buyer or Seller arising out of this Agreement and the consummation of the transactions

contemplated hereby. Each of Buyer and Seller hereby agree to defend, indemnify and hold harmless the other Party, its partners, agents, representatives and affiliates from and against any cost, damage, liability or expense of any kind (including reasonable attorney's fees and litigation costs and expenses) arising out of claims of real estate agents, brokers or finders for a fee, commission or the like. The foregoing indemnification shall survive Closing or any termination of this Agreement.

20. FIRPTA. The Foreign Investment in Property Tax Act (FIRPTA), IRC Section 1445, requires that every purchaser of U.S. property must, unless an exemption applies, deduct and withhold from Seller's proceeds ten percent (10%) of the gross sales price. The primary exemptions which might be applicable are: (a) Seller provides Buyer with an affidavit, under penalty of perjury, that Seller is not a "foreign person," as defined in FIRPTA, or (b) Seller provides Buyer with a "qualifying statement," as defined in FIRPTA, issued by the Internal Revenue Service. Seller and Buyer agree to execute and deliver as appropriate, any instrument, affidavit and statement, and to perform any acts reasonably necessary to carry out the provisions of FIRPTA and regulations promulgated thereunder.

21. Escrow Agent. Seller and Buyer agree to defend, indemnify and hold Escrow Agent harmless from and against any and all liability, loss, damage, cause of action, claim, cost and expense (including court costs and attorney's fees) sustained by Escrow Agent as a result of any activities of Escrow Agent except for acts of gross negligence or willful misconduct. Escrow Agent shall not be liable for any act or omission undertaken in good faith.

22. Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

23. Assignment. Nothing herein is intended to confer upon any person other than the parties and their respective legal representatives, successors and permitted assigns any rights or remedies under or by reason of this Agreement. Buyer may assign this Agreement to a Subsidiary which is majority owned by the Buyer or an Affiliate of Buyer, without consent of Seller, subject to providing Seller ten (10) days' notice of assignment, provided that Assignee agrees to be fully obligated under all terms of this Agreement and Buyer will guarantee the performance by the Subsidiary or Affiliate of the obligations due under this Agreement. Any such assignment shall not release the Buyer named herein from any liability for the performance of Buyer's obligations under this Agreement. The term "Subsidiary" means, with respect to any Person, any corporation or other organization, whether incorporated or unincorporated, of which: (i) at least a majority of the securities or other interests having by their terms ordinary voting power to elect a majority of the board of directors or others performing similar functions with respect to such corporation or other organization is directly or indirectly owned or controlled by

such Person (through ownership of securities, by contract or otherwise); or (ii) such Person or any Subsidiary of such Person is a general partner of any general partnership or a manager of any limited liability company. The term “Affiliate” shall mean, with respect to any specified Person, another person that controls or is under common control with the specified Person. Buyer shall not assign any interest in or obligation under this Agreement to any party other than a Subsidiary or Affiliate, without the prior express written consent of Seller. Buyer may not assign this Agreement to any other entity without the consent of the Seller.

24. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

25. Exhibits and Schedules. Each writing or plat referred to herein as being attached hereto as an exhibit or schedule or otherwise designated herein as an exhibit or schedule is hereby made a part of this Agreement. However, to the extent there is a conflict between a Schedule and the Agreement, the language of the Agreement controls.

26. Applicable Law. This Agreement shall be given effect and construed by application of the laws of the State of North Carolina, and in particular the provisions of Section 158-7.1 of the North Carolina General Statutes, without regard to principles of conflicts of laws, and any action or proceeding arising hereunder shall be brought in the courts of North Carolina; provided, that if any such action or proceeding arises under the Constitution laws or treaties of the United States of America, or if there is a diversity of citizenship between the parties hereto, so that it is to be brought in a United States District Court, it shall be brought in the United States District Court for the Eastern District of North Carolina. Each of the parties consent to jurisdiction and venue in the state and federal courts of North Carolina.

27. Headings. The headings of the Sections, subsections, paragraphs and subparagraphs hereof are provided therein for and only for convenience of reference, and shall not be considered in construing their contents.

28. Survival. Each and every warranty, representation, covenant and agreement of Seller contained in this Agreement shall be deemed to have been made as of the Effective Date and as of the Closing Date and shall survive the Closing and shall not be merged into the deed or any other document executed and delivered at the Closing, but shall expressly survive and be binding thereafter on Seller. No inspections or examinations of the Property, or the books, records or information relative thereto by Buyer shall diminish or otherwise affect Seller's representations, warranties, covenants and agreements relative thereto and Buyer may continue to rely thereon.

29. Cumulative Rights. All rights, powers and privileges referred to under this Agreement upon the parties shall be cumulative and shall not be restrictive of those given by law except to the extent expressly provided to the contrary in this Agreement.

30. Effective Date. The term "Effective Date" as used in this Agreement shall mean the date that a fully executed original of this Agreement is delivered to and received by Buyer and the Escrow Agent.

31. No Waiver by Conduct. The failure of either party to exercise any power or given such party under this Agreement or to insist upon strict compliance by the other party with its obligations under this Agreement shall not, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of such party's rights to demand exact compliance with the terms hereof.

32. Pronouns. Pronouns, wherever used herein, and of whatever gender, shall include natural persons, and corporations and associations of every kind and character, and the singular shall include the plural wherever and as often as may be appropriate.

33. Holidays. Whenever the last day for the exercise of any right or discharge of any obligation under this Agreement is a Saturday, Sunday or statutory holiday, the party having such right or obligations shall have until 5:00 p.m. on the next day other than a Saturday, Sunday or statutory holiday to exercise such right or discharge such obligation.

34. Attorneys' Fees. In the event of any litigation between Buyer and Seller relating to or arising out of this Agreement, the party prevailing in such litigation shall be entitled to recover from the non-prevailing party all reasonable costs and expenses, including, but not limited to, reasonable attorneys' fees and expert witness fees, suffered or incurred by the prevailing party with respect to such litigation.

35. Additional Obligations of Seller.

a. Discovery of Additional Facts. Seller shall promptly advise Buyer in writing of any facts of which Seller becomes aware indicating the inaccuracy of any of the representations or warranties of Seller contained in this Agreement and shall promptly give to Buyer copies of any written notices which Seller receives relating to the Property.

b. No Waste. Seller shall keep the Property in its present physical condition and shall not excavate or commit any waste upon the Property.

c. Governmental Applications. Seller shall not file any plans, plats or any other documents or materials with any governmental authority that are not in compliance with the Agreement unless Seller has obtained Buyer's prior written approval of such plans, plats and/or other documents and materials in each instance.

36. Interpretation and Additional Definitions. Wherever in this Agreement provision is made for the doing of any act or performing any obligation by either party, such acts or performance shall be done by such party at its own cost and expense unless a

contrary intent is expressed. Any pronoun shall be read in the singular or plural number and in such gender as the context may require. The words "including" or "includes" means "including, but not limited to". The word "any" means "any and all". The word "may" means "may, at its option, but shall not be obligated to". The phrase "laws and regulations" means any laws, ordinances, statutes, rules, regulations or other lawful requirements of any governmental authority. The phrase "governmental authority" means any federal, state or local government or quasi-governmental entity including any agency, department, division or bureau. The terms "person or entity" means and includes natural persons, firms, associations, corporations, partnership, ventures, trusts or any other type of organization. The use of the phrase "without prejudice" in any provision of this Agreement means that the exercise of any express rights or remedies shall not preclude or diminish such party's ability to exercise any other rights or remedies, at law, in equity or under this Agreement.

37. Performance of Government Functions. Nothing contained in this Agreement shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

38. Non-Appropriation of Funds. Buyer acknowledges that funding, if any, for this Agreement is conditioned upon appropriation and allocation by the governing body of sufficient funds to support the activities described in this Agreement. By written notice to Buyer at the earliest possible date, City may terminate this Agreement, in whole or in part, at any time for lack of appropriation of funds, or other withdrawal, reduction or limitation in any way of the City's budget, funding or financial resources. Such termination is in addition to the City's other rights to terminate herein. If this Agreement is terminated for non-appropriation: The City will be liable only for payment in accordance with the terms of this Agreement for expenses incurred prior to the effective date of termination. The Buyer will not be compensated for any other costs in connection with a termination for non-appropriation. The Buyer will not be entitled to recover any damages in connection with a termination for non-appropriation, including, but not limited to, lost profits. Buyer shall be released from any further obligation to provide Work affected by such termination; and Termination shall not prejudice any other right or remedy available to the City.

39. Independent Third Party. It is mutually understood and agreed the Buyer is an independent third party and not an agent of the City, and as such, Buyer, his or her agents and employees shall not be entitled to any City employment benefits, such as but not limited to vacation, sick leave, insurance, worker's compensation, pension or retirement benefits.

40. Nondiscrimination**.** The City does not discriminate on the basis of race, color, sex, national origin, religion, age or disability. Any contractors or vendors who provide services, programs or goods to the City are expected to fully comply with the City's non- discrimination policy.

41. Minority/Women-Owned Business Enterprise Program**.** The City has adopted an Affirmative Action and Minority and Women Business Enterprise Plan (M/WBE) Program. The Buyer attests that it also shall take affirmative action to insure equality of opportunity in all aspects of employment and make reasonable efforts to utilize MWBE suppliers of materials and labor when available. Buyer further agrees that in the performance of these roles, responsibilities and obligations that it will not discriminate in its hiring, employment, and contracting practices with reference to political affiliation, genetic information, sexual orientation, age, sex, race, color, religion, national origin, handicap or disability.

42. Authority to Contract. The undersigned hereby certifies that this Agreement is in all respects fair and without collusion or fraud and warrants and certifies that they are authorized to enter into this Agreement and to execute same on behalf of the Buyer as the act of the said Buyer.

43. Acceptance; Counterparts. If Seller does not accept and execute this Agreement and deliver a fully executed copy of this Agreement to Buyer and the Escrow Agent on or before close of business on July 11, 2022, then the offer of Buyer set forth in this Agreement shall be deemed automatically withdrawn and of no further force or effect. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument.

44. Entire Agreement and Modifications. This Agreement constitutes the final and entire agreement between the parties hereto and they shall not be bound by any terms, covenants, conditions, representations or warranties not expressly contained herein. This Agreement may not be amended except by written instrument executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first written above.

WITNESS:

SELLER:

CITY OF GREENVILLE, N.C.

_____
Valerie Shiuwegar, City Clerk

By: _____(SEAL)

Name: P.J. Connelly_____

Title Mayor_____

Date: _____

WITNESS:

BUYER**:**

TAFT CORPORATE OFFICE, LLC

_____

By: _____(SEAL)
Thomas Taft, Principal

Date: _____

APPROVED AS TO FORM:

BY: _____
Emanuel McGirt, City Attorney

PRE-AUDIT CERTIFICATION:

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

BY: _____ Date:_____
Byron Hayes, Director of Financial Services

Account Number_____

Project Code (if applicable)_____

JOINDER OF ESCROW AGENT

The undersigned joins in the execution of the foregoing Agreement for the sole purpose of agreeing to hold and apply the Deposit subject to and in accordance with the terms of the foregoing Agreement.

ESCROW AGENT:

NEXSEN PRUET PLLC

By: _____(SEAL)

Name: Ernest C. Pearson

Title: Member

Date: _____

EXHIBITS AND SCHEDULES

1.	EXHIBIT A	LEGAL DESCRIPTION OF PROPERTY
2.	EXHIBIT B	PUBLIC PARKING
3.	EXHIBIT C	ADDITIONAL PURCHASE TERMS
4.	SCHEDULE 1(a)	FORM OF SPECIAL WARRANTY DEED
5.	SCHEDULE 1(b)	FORM OF DEED OF TRUST

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lying and being situated in the City of Greenville, Pitt County, North Carolina and being a part of the old W.Z. Morton Warehouse Property, being bounded on the North by Dickinson Avenue and on the West by Ficklen Street, and BEGINNING at a point in the Southeast intersection of Dickinson Avenue and Ficklen Street, and running thence with the Southern property line of Dickinson Avenue, North 59-31 East 100 feet to a corner; thence South 29-29 East 285.14 feet, to a corner; thence South 60-40 West 100 feet to a point in the Eastern property line of Ficklen Street, a corner; thence with the Eastern property line of Ficklen Street, North 29-29 West 282.7 feet to the point of the BEGINNING as shown on map made by Joe M. Dresbach, R.S., dated August 9, 1967 and recorded in Map Book 16 at Page 37 of the Pitt County Registry, to which map reference is hereby made for a more accurate and perfect description. See Map of record in Book 74, Page 30 of the Pitt County Registry for a more accurate description.

PARCEL MAP

Pitt County Tax Parcel #20038:

EXHIBIT B

PUBLIC PARKING

The Following terms shall apply to the City's and Buyer's public parking needs in relation to the Buyer's project:

1. Public Parking in Buyer Owned Parking Deck:

   - Buyer shall construct a parking deck to support the market rate apartment complex, the City's public parking needs, and ninety (90) parking spaces for Stark Holdings, LLC's development of the E.B. Ficklen Marriott Hotel, restaurant and event space.

   - The parking deck shall include a minimum of 390 parking spaces to support the public and private needs of the development.

   - Construction of the parking deck shall be completed within twenty-four (24) months of the issuance date of the building permit.

   - The City shall cooperate with Buyer's general contractor as to any needed street closures related to the parking deck during the construction period.

   - The Buyer shall lease to the City a minimum of 35 parking spaces in the parking deck to be used for the following public parking needs:

     - Public parking open to the general public on an hour by hour, fee basis. The hourly parking fee charged to the general public by the City for use of the City's leased parking spaces shall be at the sole discretion of the City Council as included in the Council adopted Manual of Fees.

     - Sublease parking spaces to members of the general public in compliance with the City Council adopted Uptown Greenville Parking Policy.

   - All revenues earned by the City from the general public hourly and / or subleased use of the leased parking spaces from the Buyer shall be recorded by the City as general governmental revenues and used solely by the City to cover the City's general operating expenses. Absent written agreement to the contrary, Buyer shall not be entitled to any of these funds.

   - The following conditions shall apply to the parking spaces within the parking deck leased to the City from Buyer:

- The City shall have twenty-four (24) hour a day, seven (7) days a week access to the parking spaces to be used for the City's public parking needs.

- The City shall have sole discretion as to the distribution of the leased spaces between hourly public parking spaces and subleased spaces.

- The City spaces shall be located on the first level of the deck and shall not be mixed into the residential or Stark parking.

- The lease between the City and the Buyer shall be for an initial term of fifteen (15) years. At the end of the initial fifteen (15) year term, the lease shall automatically renew on a year-by-year basis with an option to terminate by either the City or Buyer with one-year written notice.

- The City shall lease the parking spaces from Buyer at a rate of $90 per month per space for year one of the lease.

- For the initial term of the lease and each automatic annual renewal, the annual lease rate paid per month, per space by the City shall not increase by more than two percent (2.0%).

- The City shall have the sole responsibility of policing the leased parking spaces for violations and trash removal.

- The Buyer shall be responsible for the installation of all equipment that will be required by the City to manage the leased parking spaces. The City shall reimburse the Buyer for the cost of the installation of all equipment that will be required by the City to manage the leased parking spaces. The City shall be responsible for all the monthly expenses, inclusive of internet and electrical power, required to operate the parking management equipment. In the event the lease is terminated, the City shall be permitted to remove the equipment without penalty and it shall be the City's sole personal property.

- The Buyer shall be responsible for funding all structural maintenance required on an annual basis to ensure the ongoing structural integrity of the parking deck.

EXHIBIT C

ADDITIONAL PURCHASE TERMS

1. Class A Market Rate Apartment Complex:

   a. The Buyer shall apply for a building permit for the project within twelve (12) months of the Effective Date of the Agreement.

      i. In the event a building permit for the project is not applied for within the twelve-month (12) period, the City at its option may refund any payments made by the Buyer less the amount of the deposit and the ownership of the property will revert to the City.

      ii. The twelve-month (12) period can be extended by written agreement of the parties if factors beyond the Buyer's control surfaces, but the Buyer must show the City reasonable progress with the project design documents.

   b. The City shall render to the Buyer all reasonably expedient assistance in obtaining any permits, plan reviews, consents or approvals which are necessary in connection with the development and completion of the Buyer's project. However, reasonably expedient assistance shall in no way imply or be interpreted as any expectation of the City or obligation of the City to take any specific action on permits, plan reviews or other applications that are not in compliance with the North Carolina State Building Code or City of Greenville, N.C. Code of Ordinances.

   c. The Buyer shall develop all properties in conformity with the Agreement and comply with governmental zoning or other regulatory requirements.

      i. The Buyer shall provide the City with both preliminary and final plans for its review for consistency with the Agreement prior to the building permit being applied.

      ii. The Buyer shall agree to comply with governmental zoning requirements for the project, to include all exterior building materials and finishes for the project, and site improvements to be constructed on the property.

      iii. During construction, the Buyer will allow the City access to all properties so that the City may conduct inspections of the work for consistency with the Agreement.

   d. The Buyer shall complete all phases of the market rate apartment project within twenty-four (24) months of the issuance date of the building permit. The

completion date may be extended to a date beyond twenty-four (24) months only upon mutual agreement of the City and the Buyer (the “Extended Date”).

i. The City shall not unreasonably deny an extension of the completion date requested by the Buyer.

ii. Rain days prior to the structure being dried in and force majeure events will be credited against the twenty-four-month (24) period and any subsequent extended period.

iii. The project shall be deemed complete upon issuance of Certificates of Occupancy for all phases of the market rate apartment project.

e. The following restrictions shall apply to the market rate apartment complex component:

i. The project shall include at least 150 market rate units.

ii. The exterior façade of the project shall be consistent with other Buyer developed mid-rise projects in the Uptown district.

iii. There shall be no “quad style” units included in the project.

iv. The market rate units shall consist of a combination of one- and two-bedroom units.

v. The Buyer shall require only one lease per unit.

vi. The Buyer shall use its existing corporate policy for applicant rental criteria screening for the market rate development. This policy requires: income levels that are more than three times annual rent; a clean record of past rental experience; and a good criminal background check in screening applicants to live in the market rate community. Notwithstanding the aforementioned, the application verification process and lease shall not violate Federal and/or State Fair Housing Laws.

vii. The Buyer shall annually supply to the City upon request any relevant documentation requested for review as to the Buyer’s compliance with the requirements related to market rate housing as included in the Agreement.

f. The City shall cooperate with the Buyer's general contractor as to any needed street closures related to the market rate development during the construction period.

g. The Buyer shall include an art component in the project. The type, size, cost and location shall be at the complete discretion of the Buyer.

2. Relocation of the North Carolina Museum of Natural Sciences:

a. In order to allow for the construction of the Buyer's project, the Buyer shall provide for the relocation of the North Carolina Museum of Natural Sciences ("Museum") from the Museum's current location within City owned property located at 729 Dickinson Avenue (Pitt County Tax Parcel #20038) into the Buyer's Cupola Building located at 226 West Eight Street (Pitt County Tax Parcel #26981).

b. The Buyer shall relocate the Museum into the Cupola Building at a time agreeable to Buyer and Museum as to not disrupt the Museum's operation and the Buyer's construction. Buyer shall provide the Museum at least thirty (30) days' notice for relocation.

c. The Buyer shall lease the Cupola Building to the Museum, for its operational needs and uses as a Museum only, for a minimum term of thirty (30) years at an annual rate of $1.00 per year so long as the Museum is in existence. All other terms of the lease agreement shall be negotiated between the Buyer and the Museum and shall be independent from the City. City acknowledges that the Buyer shall utilize the basement of the Cupola for amenities for the market rate apartment project.

d. The Buyer shall commit to funding a minimum of $480,000 in improvements to the Cupola Building for the benefit of the Museum's relocation and buildout. The Buyer shall provide documentation to include, but not be limited to, contracts, purchase orders and invoices to support the Buyer's investment in improvements to the Cupola Building.

e. As a match to the Buyer's contribution described above in Item 2d., the City shall make a cash contribution of $240,000 to the Museum that shall be utilized by the Museum for the Museum's relocation, buildout, programming or operation within the new Cupola Building location. Prior to the City's distribution of the City's cash contribution to the Museum, the Buyer shall provide to the City the information described above in Item 2d. that documents the $480,000 in improvements made by the Buyer to the Cupola Building for the benefit of the Museum's relocation and buildout.

f. The City shall not be responsible for accommodating and / or funding the public parking needs of the Museum. As with the general public, patrons of the Museum shall have access to the City's general public parking spaces within the parking deck on a first come, first serve hourly fee basis.

SCHEDULE 1(a)

FORM OF SPECIAL WARRANTY DEED

(Space Above for Recorder's Use)

NORTH CAROLINA SPECIAL WARRANTY DEED
PITT COUNTY (DRAFT)

This instrument prepared without benefit of title search by: **EXCISE TAX: EXEMPT**
Emanuel D. McGirt, City Attorney, or Attorney retained by City Parcel Identifier No: 20038

***No title examination performed by this preparing attorney.**

Mail/Return to: Grantee

THIS DEED made and entered into this ____ day of _____, 20__, by and between

GRANTOR	**GRANTEE**
City of Greenville, N.C. A municipal corporation organized and existing under the laws of the State of North Carolina P.O. Box 7207 Greenville, NC 27835	**Taft Corporate Office, LLC** A North Carolina limited liability company 631 Dickinson Avenue Greenville, NC 27834

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter, as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the grantee, the receipt of which is hereby acknowledged, has and by these presents does, subject to the Permitted Exceptions (defined herein), grant, bargain, sell and convey unto the Grantee in fee simple subject to a

condition subsequent, all that certain lot or parcel of land situated in Pitt County, North Carolina and more particularly described as follows (the "Property")

See Exhibit A attached hereto and made a part hereof for all purposes.

The Property hereinabove described was acquired by Grantor by instrument recorded in Deed Book 4061, Page 38-44, (specifically, Exhibit A, Tract 7) Pitt County Registry.

SUBJECT TO THE PERMITTED EXCEPTIONS, TO HAVE AND TO HOLD the aforesaid Property and all privileges and appurtenances thereto belonging to the Grantee in fee simple subject to condition subsequent.

AND SUBJECT TO THE PERMITTED EXCEPTIONS, the Grantor covenants with the Grantee that Grantor has done nothing to impair such title to the Property as Grantor received, and that Grantor will warrant and defend the title to the Property against lawful claims of all persons claiming by, under or through Grantor, except for the Permitted Exceptions stated herein. Title to the Property is conveyed subject to the following (the "Permitted Exceptions"):

1. Ad valorem taxes for the year 20__ and subsequent years, a lien not yet due and payable;
2. All applicable zoning and other land use regulations or restrictions affecting the Property.
3. The reservations, covenants, restrictions, limitations, and conditions as set forth in Exhibit B attached hereto and incorporated herein by reference.
4. [Insert additional Permitted Exceptions based upon Grantee's title commitment]

Pursuant to N.C.G.S. 105-317.2, Grantor states as follows: the Property conveyed herein does not include the primary residence of the Grantor. Grantor's address is provided herein.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be signed in its name by its duly authorized representative the day and year first above written.

[SIGNATURE PAGES FOLLOW]

GRANTOR SIGNATURE PAGE FOR SPECIAL WARRANTY DEED

GRANTOR:

City of Greenville, N.C.,
a municipal corporation organized and existing under the laws of the State of North Carolina

By: _____
Name: P.J. Connelly
Title: Mayor

ATTEST:

_____
, City Clerk

(AFFIX CORPORATE SEAL)

STATE OF NORTH CAROLINA
COUNTY OF PITT

I, _____, a Notary Public in and for the aforesaid County and State, do hereby certify that Valerie Shiuwegar personally appeared before me this day and acknowledged that she is City Clerk of CITY OF GREENVILLE, a North Carolina municipal corporation, and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by Mayor P.J. Connelly, sealed with its corporate seal and attested by herself as its City Clerk.

Witness my hand and Notarial Seal, this the ___ day of _____, 2021.

[Affix Notary Seal Below]

Signature: _____

Print Name: _____
Notary Public

My Commission Expires:

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

GRANTEE SIGNATURE PAGE FOR SPECIAL WARRANTY DEED

GRANTEE:

Taft Corporate Office, LLC,
a North Carolina limited liability
company

By: _____
Name:
Title:

STATE OF NORTH CAROLINA
COUNTY OF PITT

I certify that the following person(s) personally appeared before me this day, acknowledging to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: _____

Witness my hand and official seal, this the __ day of _____, 20__.

(Official Seal)

_____

Name:

My Commission Expires:

EXHIBIT A
TO
SPECIAL WARRANTY DEED

LEGAL DESCRIPTON OF PROPERTY

Lying and being situated in the City of Greenville, Pitt County, North Carolina and being a part of the old W.Z. Morton Warehouse Property, being bounded on the North by Dickinson Avenue and on the West by Ficklen Street, and BEGINNING at a point in the Southeast intersection of Dickinson Avenue and Ficklen Street, and running thence with the Southern property line of Dickinson Avenue, North 59-31 East 100 feet to a corner; thence South 29-29 East 285.14 feet, to a corner; thence South 60-40 West 100 feet to a point in the Eastern property line of Ficklen Street, a corner; thence with the Eastern property line of Ficklen Street, North 29-29 West 282.7 feet to the point of the BEGINNING as shown on map made by Joe M. Dresbach, R.S., dated August 9, 1967 and recorded in Map Book 16 at Page 37 of the Pitt County Registry, to which map reference is hereby made for a more accurate and perfect description. See Map of record in Book 74, Page 30 of the Pitt County Registry for a more accurate description. The above described real estate is conveyed subject to that certain right and easement described and recorded in that certain deed of record in Book N-37, Page 521, Pitt County Registry.

EXHIBIT B
TO
SPECIAL WARRANTY DEED

RESERVATIONS, COVENANTS, RESTRICTIONS, LIMITATIONS, AND CONDITIONS

Grantor and Grantee acknowledge that the Property is being conveyed to Grantee by this Deed pursuant to the Development Agreement dated _____, 20__ by and between Grantor and Grantee. Accordingly, and as stipulated in the Development Agreement, if the Grantee, its successors, successors-in-title, and assigns (each a "Grantee Party" and collectively the "Grantee Parties"), fails to initiate and undertake to completion the development of the Property as a market rate housing development and structured parking deck to the specifications contained in the Development Agreement and as otherwise required under the terms of the Development Agreement (the "Project"), title to the Property herein conveyed shall be reconveyed by the Grantee Parties to, and be vested in, Grantor, its successors and assigns (the "Reconveyance Right"). In connection with the Reconveyance Right, Grantee Parties shall be obligated to execute any special warranty deeds necessary in order to confirm title to the Property to Grantor, its successors and assigns (each a "Grantor Party" and collectively the "Grantor Parties"), free and clear of all encumbrances except for the Permitted Exceptions and encumbrances lawfully created by Grantee during its ownership of the Property, but excluding monetary liens of a sum certain, which will be satisfied by the Grantee Parties prior to such conveyance. Upon a Grantee Party's submittal of the complete and final building permit application for the Project, Grantor shall be obligated to record in the Pitt County Registry a release of the Property from the Reconveyance Right. The aforementioned rights contained in this Exhibit, including the Reconveyance Right, (i) shall be binding upon the Grantor Parties and Grantee Parties, and shall inure to the benefit of the Grantor Parties, enforceable by the Grantor Parties against the Grantee Parties, and (ii) shall run with the land and shall be binding on all parties and persons claiming thereunder and/or owning, using, leasing, or licensing any portion of the Property until recording of the aforesaid release by Grantor. The aforementioned obligation to release the Property from the Reconveyance Right shall be binding upon the Grantor Parties, and shall inure to the benefit of the Grantee Parties, enforceable by the Grantee Parties against the Grantor Parties.

SCHEDULE 1(b)

FORM OF DEED OF TRUST

SATISFACTION: The obligations secured by the within Deed of Trust have been satisfied in full. This the ____ day of _____, 20___.

Signed: _____

Tax Lot No. _____ Parcel Identifier No.:_____
Verified by _____ County, North Carolina on the _____ day of _____, 20___.

Mail after recording to: Attention Emanuel McGirt, City Attorney, City of Greenville
200 West 5th Street, Greenville, NC 27858

Brief Description for the Index:

Approximately 0.65 Acres, Pitt County, North Carolina, Parcel # 20038.

DEED OF TRUST

THIS DEED OF TRUST is made this _____ day of _____, 2021, by and between:

GRANTOR:	**TRUSTEE:**	**BENEFICIARY:**
TAFT CORPORATE OFFICE, LLC, a North Carolina limited liability company	**EMANUEL MCGIRT, CITY ATTORNEY, CITY OF GREENVILLE,**	**THE CITY OF GREENVILLE**, a municipal corporation organized and existing under the laws of the State of North Carolina
631 Dickinson Avenue Greenville, NC 27834	200 West 5th Street, Greenville, NC 27858	200 West 5th Street, PO Box 7207 Greenville, NC 27835

The designation Grantor, Trustee and Beneficiary as used herein shall include said parties, their heirs, successors and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that Grantor is the fee simple owner of certain real property located in the City of Greenville, Pitt County, North Carolina and more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the "**Property**");

WITNESSETH, that Beneficiary and Grantor entered into that certain Development Agreement between Grantor, as "Buyer", and Beneficiary, as "Seller", dated on or about June 27, 2022 (the "**Development Agreement**"), in which Grantor and Beneficiary agreed that Grantor would undertake certain development obligations with respect to the Property, which development obligations are more fully set forth in the Development Agreement (collectively, the "**Development Obligations**") as partial consideration for Beneficiary's sale of the Property to Grantor, and Grantor's purchase of the Property from Beneficiary;

WITNESSETH, that Grantor's covenant to complete the Development Obligations pursuant to the Development Agreement was a material inducement to Beneficiary's agreeing to convey the Property to Grantor; and

WITNESSETH, pursuant to the Development Agreement, Beneficiary agreed to secure the Development Obligations with this Deed of Trust and subject to the terms and conditions more particularly described herein.

NOW, THEREFORE, in consideration of Beneficiary's execution and performance of the Development Agreement and other valuable consideration, the receipt of which is hereby acknowledged, the Grantor has bargained, sold, given, granted and conveyed and does by these presents bargain, sell, give, grant and convey, with power of sale, to the Trustee, his heirs, or successors, and assigns, the Property.

TO HAVE AND TO HOLD said Property with all privileges and appurtenances thereunto belonging, to said Trustee, and Trustee's heirs, successors and assigns forever, upon the trusts, terms and conditions, and for the uses hereinafter set forth.

If Grantor completes the Development Obligations and shall comply with all of the covenants, terms and conditions of this Deed of Trust and the Development Agreement, then this conveyance shall be null and void and may be cancelled of record at the request and the expense of Grantor. If, however, there shall be any default (each of the following subsections (a) and (b) shall constitute an "**Event of Default**") (a) in the completion of the Development Obligations, or (b) any failure or neglect to comply with the covenants, terms or conditions contained in this Deed of Trust or the Development Agreement, and such default, failure or neglect is not cured within thirty (30) days after receipt of written notice thereof from Beneficiary (or, if the nature of such default, failure or neglect, is such that the default, failure or neglect cannot reasonably be cured within that thirty (30) day period, then if such default, failure or neglect is not cured within a reasonable time (not to exceed sixty (60) days after Grantor's receipt of such written notice)), then and in any of such events, without further notice, it shall be lawful for and the duty of Trustee, upon request of Beneficiary, to sell the Property at public auction for cash, after having first given such notice of hearing as to commencement of foreclosure proceedings and having obtained such findings or leave of court as may then be required by law and given such notice and advertising the time and place of such sale in such manner as may then be provided by law, and upon such and

any resales and upon compliance with the law then relating to foreclosure proceedings under power of sale, to convey title to the purchaser in as full and ample manner as Trustee is empowered. Trustee shall be authorized to retain an attorney to represent him in such proceedings.

The proceeds of the sale shall after Trustee retains its compensation, together with reasonable attorneys' fees incurred by Trustee in such proceeding, be applied to the costs of sale, including, but not limited to, costs of collection, taxes, assessments, costs of recording, service fees and incidental expenditures, the obligations hereby secured and advancements and other sums expended by Beneficiary according to the provisions hereof and otherwise as required by the then existing law relating to foreclosures. Trustee's compensation, regardless of whether a sale is actually held shall be limited to reasonable trustee's fees actually incurred (based on the actual number of hours worked by Trustee at usual and customary hourly rates) and Trustee's actual out-of-pocket expenses, without regard to any statutory presumption.

And Grantor does hereby covenant and agree with Trustee as follows:

1. INSURANCE. Grantor shall keep all improvements on: the Property, now or hereafter erected, constantly insured for the benefit of Beneficiary against loss by fire, windstorm and such other casualties and contingencies, and in such manner and in such companies and for such amounts, not less than that amount necessary to reconstruct such improvements to the same or better condition they were prior to such event, and as otherwise may be satisfactory to Beneficiary. Grantor shall maintain commercial general liability insurance on the Property with coverage amounts reasonably acceptable to Beneficiary. Grantor shall purchase such insurance, pay all premiums therefor, and shall deliver to Beneficiary such policies along with evidence of premium payment as long as the obligation secured hereby remains uncompleted. If Grantor fails to purchase such insurance, pay premiums therefor or deliver said policies along with evidence of payment of premiums thereon, then Beneficiary, at its option, may purchase such insurance. Such amounts paid by Beneficiary shall be secured by this Deed of Trust, and shall be due and payable upon demand of Beneficiary. All proceeds from any insurance so maintained shall at the option of Beneficiary be applied to the debt secured hereby and if payable in installments, applied in the inverse order of maturity of such installments or to the repair or reconstruction of any improvements located upon the Property.

2. TAXES, ASSESSMENTS, CHARGES. Grantor shall pay all taxes, assessments and charges as may be lawfully levied against the Property prior to delinquency. In the event that Grantor fails to so pay all taxes, assessments and charges as herein required, then Beneficiary, at its option, may pay the same and the amounts so paid shall be secured by this Deed of Trust, and shall be due and payable upon demand of Beneficiary.

3. ASSIGNMENT OF RENTS AND PROFITS. Grantor assigns to Beneficiary, in the Event of Default, all rents and profits from the Property and any improvements thereon, and authorizes Beneficiary to enter upon and take possession of such Property and improvements and to rent same at any reasonable rate of rent determined by Beneficiary, and after deducting from any such rents the cost of reletting and collection to apply the remainder to the debt secured hereby.

4. WASTE. Grantor covenants that Grantor will keep the Property herein conveyed in as good order, repair and condition as they are now, reasonable wear and tear excepted, and will comply with all governmental requirements respecting the Property or their use, and that Grantor will not commit or permit any waste. Beneficiary hereby agrees that storing equipment and materials on the Property for purposes of the Development Obligations, shall not constitute waste.

5. CONDEMNATION. If any or all of the Property shall be condemned and taken under the power of eminent domain, Grantor shall give immediate written notice to Beneficiary and Beneficiary shall have the right to receive and collect all damages awarded by reason of such taking, and the right to such damages hereby is assigned to Beneficiary who shall have the discretion to apply the amount so received, or any part thereof, to the indebtedness due hereunder and if payable in installments, applied in the inverse order of maturity of such installments, or to any alteration, repair or restoration of the Property by Grantor.

6. WARRANTIES. Grantor covenants with Trustee and Beneficiary that Grantor is seized of the Property in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever.

7. SUBSTITUTION OF TRUSTEE. Grantor and Trustee covenant and agree to and with Beneficiary that in case the said Trustee, or any successor trustee, shall die, become incapable of acting, renounce its trust, or for any reason the Beneficiary desires to replace said Trustee, then the holder may appoint, in writing, a trustee to take the place of Trustee, and upon the probate and registration of the same, the trustee thus appointed shall succeed to all rights, powers and duties of Trustee.

8. SALE OF PROPERTY. Grantor agrees that if the Property or any part thereof or interest therein is sold, assigned, transferred, conveyed or otherwise alienated by Grantor, whether voluntarily or involuntarily or by operation of law, other than the creation of a lien or other encumbrance subordinate to this Deed of Trust which does not relate to a transfer of rights of occupancy in the Property, without the prior written consent of Beneficiary, such transfer shall constitute an Event of Default, and then Beneficiary at its option, may declare all obligations hereunder to be forthwith due and payable. Any change in the legal or equitable title to the Property or in the beneficial ownership of the Property, including the sale, conveyance or disposition of any interest in Grantor shall be deemed to be the transfer of an interest in the Property.

9. INDEMNITY. If any suit or proceeding be brought against Trustee or Beneficiary by any third party or if any suit or proceeding be brought which may affect the value or title of the Property, Grantor shall defend, indemnify and hold harmless and on demand reimburse Trustee or Beneficiary from any loss, cost, damage or expense incurred in by either Trustee or Beneficiary in connection with such suit or proceeding, which shall be due and payable on demand.

10. WAIVERS. Grantor waives all rights to require marshalling of assets by Trustee or Beneficiary. No delay or omission of Trustee or Beneficiary in the exercise of any right, power or remedy arising under this Deed of Trust shall be deemed a waiver of any default or acquiescence

therein or shall impair or waive the exercise of such right, power or remedy by Trustee or Beneficiary at any other time.

11. CIVIL ACTION. If Trustee is named as a party to any civil action as Trustee in this Deed of Trust, Trustee shall be entitled to employ an attorney at law, including himself if he is a licensed attorney, to represent him in said action and the reasonable attorney's fee of Trustee in such action shall be paid by Beneficiary.

12. PRIOR LIENS. Default under the terms of any instrument secured by a lien to which this Deed of Trust is subordinate shall constitute default hereunder.

13. NONRECOURSE. Notwithstanding anything to the contrary in this Deed of Trust, the liability and obligation of Grantor to perform its obligations herein, shall not be enforced by any action or proceeding pursuant to which damages or any money judgment or any deficiency judgment or any judgment establishing any personal obligation or liability shall be sought, collected or otherwise obtained against Grantor; provided, however, that the foregoing shall not limit Beneficiary's remedies under the Development Agreement.

14. SUBORDINATION OF FINANCING LIEN. Pursuant to the Development Agreement, this Deed of Trust shall be subordinated to any deed of trust or lien necessary to secure financing for the Grantor's improvements to the Property. Beneficiary agrees to execute a subordination agreement or other similar form of agreement evidencing said subordination upon Grantor's request.

15. PROPERTY ENTITLEMENTS. The Property is subject to certain entitlements for the construction of a boutique hotel as required pursuant to the Development Obligations under the Development Agreement. Without the prior written consent of Beneficiary, Grantor shall not rezone the Property, or otherwise modify the entitlements issued by the applicable governmental authorities affecting the Property.

16. CROSS DEFAULT. For the avoidance of doubt, an Event of Default under this Deed of Trust shall constitute a default under the Development Agreement, and a default under the Development Agreement shall constitute an Event of Default under this Deed of Trust.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed under seal, the day and year first above written.

GRANTOR:

TAFT CORPORATE OFFICE, LLC,
a North Carolina limited liability company

By:_____(SEAL)
Name:_____
Title:_____

STATE OF_____

COUNTY OF_____

I, _____, a Notary Public for _____ County, State of _____, do hereby certify that _____ ("**Signatory**"), personally appeared before me this day and acknowledged that he/she is _____ _____ of **Taft Corporate Office, LLC**, a North Carolina limited liability company, and that he/she, in such capacity and being authorized to do so, executed the foregoing instrument.

I certify that the Signatory personally appeared before me this day and
(check one of the following and mark through all blank lines or spaces)
(I have personal knowledge of the identity of the Signatory); or
(I have seen satisfactory evidence of the Signatory's identity, by a current state or federal identification with the Signatory's photograph in the form of:

A driver's license, or
in the form of _____, or
(a credible witness has sworn to the identity of the Signatory).

This Signatory acknowledged to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated.

Witness my hand and official stamp or seal this ____ day of _____, 20___.

(NOTARY SEAL) _____, Notary Public
(MUST BE FULLY LEGIBLE) Printed Name:_____
My commission expires:_____

EXHIBIT A
TO
DEED OF TRUST

LEGAL DESCRIPTION

Lying and being situated in the City of Greenville, Pitt County, North Carolina and being a part of the old W.Z. Morton Warehouse Property, being bounded on the North by Dickinson Avenue and on the West by Ficklen Street, and BEGINNING at a point in the Southeast intersection of Dickinson Avenue and Ficklen Street, and running thence with the Southern property line of Dickinson Avenue, North 59-31 East 100 feet to a corner; thence South 29-29 East 285.14 feet, to a corner; thence South 60-40 West 100 feet to a point in the Eastern property line of Ficklen Street, a corner; thence with the Eastern property line of Ficklen Street, North 29-29 West 282.7 feet to the point of the BEGINNING as shown on map made by Joe M. Dresbach, R.S., dated August 9, 1967 and recorded in Map Book 16 at Page 37 of the Pitt County Registry, to which map reference is hereby made for a more accurate and perfect description. See Map of record in Book 74, Page 30 of the Pitt County Registry for a more accurate description.

RESOLUTION NO. - 22
RESOLUTION MAKING WAGE DETERMINATION AND FAIR MARKET VALUE OF PROPERTY; PUBLIC/ PRIVATE DEVELOPMENT AGREEMENT WITH TAFT CORPORATE OFFICE, LLC

WHEREAS, pursuant to the statutory authority under N.C. Gen. Stat. § 158-7.1, the City has negotiated the sale of City-owned property ("Property") with Taft Corporate Office, LLC ("Developer") on which a market rate housing development and structured parking deck will be built, as an economic development project which will increase the tax base of the City, create jobs, and stimulate development of the downtown area (often referred to as "Uptown"); and

WHEREAS, City staff has presented an agenda item and Development Agreement ("Agreement") which provides that the value of the Property is not less than $1,240,000. The consideration to be paid to the City in exchange for the Property will be the fair market value of the Property and is estimated to be no less than $1,240,000, and the Property shall be developed as a market rate housing development, and structured parking deck; and

WHEREAS, the market rate housing development shall consist of at least 150 one- and two-bedroom market rate units with no more than one lease per unit; and

WHEREAS, the structured parking deck shall include a minimum of 390 parking spaces to support the market rate parking needs of the Developer, the public parking needs of the City, and the required parking needs of Stark Holdings, LLC's development of the E.B. Ficklen Marriott Hotel, restaurant and event space; and

WHEREAS, a minimum of 35 spaces in the structured parking deck shall be leased by the City from the Developer for use by the public; and

WHEREAS, the City's tenant in Property shall be relocated to the Developer's property as provided in the Agreement; and

WHEREAS, to secure completion of the project as set forth in the Agreement the City has a deed of trust on the property to be conveyed to the Developer; and

WHEREAS, during the public hearing, evidence in the form of data or testimony was given regarding the probable average hourly wage to be paid to workers by the development to be located at the property to be conveyed.

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

1) The value of the City's real property to be conveyed is not less than $1,240,000. The consideration to be paid to the City in exchange for the Property will be the fair market value of the Property and is estimated to be no less than $1,240,000; and

2) Based on materials provided by the Developer or otherwise, the probable average

hourly wage, considering exempt and non-exempt job categories, to be paid to staff located at the conveyed Property is estimated at $21.95 per hour; and

3) This project will provide substantial economic development benefits to include significant increases in the tax base of the City, and stimulation of the revitalization and further redevelopment of Uptown. The highly direct, indirect and included economic and fiscal impacts for the City far exceed the investments to be made in this project by the City.

Based upon the above, the City Council approves the negotiated sale of the subject Property at fair market value to the Developer and either the City Manager or Mayor is authorized to execute the attached Development Agreement which includes remedies to protect the City's interest if Agreement is breached.

This the 27th day of June, 2022.

_____
P.J. Connelly, Mayor

ATTEST:

_____
Valerie Shiuwegar, City Clerk

NORTH CAROLINA
Museum of Natural Sciences
CONTENTNEA CREEK
A time for science

949 Contentnea Lane, Grifton NC
729 Dickinson Avenue, Greenville NC

NORTH CAROLINA
Museum of Natural Sciences
AT GREENVILLE
A time for science

City Manager's Office
200 West 5th Street
Greenville, NC 27834

Dear Ann Wall,

A Time for Science is driven by its mission to enhance science education and literacy throughout eastern NC. Over the years, our organization has strived to connect kids to science and nature not only for the purpose of enhancing science education and literacy, but to ignite a love of science and the natural world in the younger generations! The building on Dickinson Avenue has been a tremendous steppingstone in our path of tremendous growth, allowing us to offer more programming, engaging exhibits, and opportunities to the people of Greenville and Pitt County. We have been very thankful for this space and thankful for the partnership with the City of Greenville.

As we have grown, there has been an increasing need for a space that is more conducive to serving high numbers of school children throughout the year. Our organization is very excited about the opportunity to relocate into the historic Cupola building as it is renovated to meet our growing needs, making it a space that is welcoming to the community for years to come.

Not only will this building provide us the most basic needs for smoother and more efficient programming (ie bathrooms, classroom space, etc.) it also puts us beside the Greenville Museum of Art with whom we collaborate with throughout the year offering "Uptown STEAM" field trips to K12 students throughout the east.

Our team at A Time for Science is excited about moving forward with this project partnering with the City of Greenville and Taft Development Group.

6/6/22
Executive Director of A Time for Science

John T. Bray 6/6/22
Founder of A Time for Science

Stanley Worten 6/6/22
Chair of A Time for Science

6/6/22
Treasurer of A Time for Science

City of Greenville
Dickinson Corridor Economic Development Projects
City Parameters

1. Projected Increase in City Tax Base From Dickinson Avenue Development:

	Projected Tax Base	Current Tax Base	Increased Tax Base	Annual Tax Revenue
Taft Project	$ 30,000,000	(1,939,910)	$ 28,060,090	$ 137,354
Stark Project	20,000,000	(2,639,042)	17,360,958	42,491
Total Projected Increase	$ 50,000,000	$ (4,578,952)	$ 45,421,048	$ 179,845

2. Sale of City Owned Dickinson Avenue Property at Fair Market Value: $ 1,240,000 *

3. Annual Projected Sales Tax Revenue (Conservative):

	Taft	Stark	Total
People / Day	200	100	300.00
$ per Day	$ 20.00	$ 20.00	$ 20.00
Sales Tax %	0.75%	0.75%	0.75%
Total Annual Sales Tax	$ 10,950.00	$ 5,475.00	$ 16,425.00

4. Public Infrastructure Improvements Funded by City:

Locations	
Ficklen (Dickinson Ave to 9th St): Rebuild + Streetscape	$ 1,600,000
9th Street (Ficklen to Washington St): Streetscape	400,000
Washington Street (9th to 8th St): Streetscape	400,000
8th Street (Dickinson Ave to Washington St): Streetscape	700,000
Total	$ 3,100,000

Funding Methods	
Paid With Cash	$ 1,000,000 *
Financed	2,100,000
Total	$ 3,100,000

Financing Terms	
Total Financed	$ 2,100,000
Financing Rate	3.50%
# of Years Financed	15

City of Greenville
Dickinson Corridor Economic Development Projects
City Parameters

5. Other Incentives Offered by City:

Contribution to Science Museum Relocation & Buildout	$ 240,000 *

Sections 6. - 8. Below Relate to Public Parking. It is the Intention of the City to Parnter With Taft and Stark as Follows:

- City Will Lease Parking Spaces From Taft Within the Taft Owned Parking Deck
- The Spaces Leased by the City From Taft in the Parking Deck Would be Available for Use by the General Public on a Fee for Service Basis (i.e. City Would Generate Parking Revenue From Public Use of the Spaces
- City Will Lease Surface Level Parking Spaces Located at Dickinson and 9th Street to Stark for Stark's Employee Use

6. City Lease of Parking Spaces From the Taft Owned Parking Deck:

# Spaces Leased	35
Beginning Lease Rate / Space / Month	$ 90.00
Annual Increase in Lease Rate	2.0%

7. Estimated Public Utilization of City Leased Parking Spaces in Taft Owned Parking Deck:

Maximum Available Hrs / Space	
Days per week	6
Weeks per Year	52
Hours per Day	10
Spaces Leased	35
Total Hours / Yr	109,200

Years	Maximum Hrs Available	Estimated % Utilized	Hours Utilized	Parking Rate / Hour	Annual Revenue
Years 1 - 3	109,200	60%	65,520	$ 1.00	$ 65,520
Years 4 - 6	109,200	70%	76,440	1.05	80,262
Years 7 - 9	109,200	80%	87,360	1.10	96,096
Years 10 -12	109,200	80%	87,360	1.15	100,464
Years 13 - 15	109,200	80%	87,360	1.20	104,832

City of Greenville
Dickinson Corridor Economic Development Projects
City Parameters

8. Ficklen & Stark Lease of Public Parking Spaces From the City:

Dickinson Avenue Surface Level Parking Spaces Leased to Stark	20
Monthly Lease Rate	$ 40.00
Annual % Increase in Lease Rate	2.0%

City of Greenville
Dickinson Corridor Economic Development Projects
15 Year Pro Forma

City Revenues		
Dickinson Property Sale	$ 1,240,000	*
Property Tax Revenue	2,697,676	
Sales Tax Revenue	246,375	
Public Parking in Taft Deck	1,341,522	
Public Spaces Leased to Stark	166,017	
Total	$ 5,691,590	

City Expenses		
Parking Lease	$ (653,691)	
Public Infrastructure: Cash	(1,000,000)	*
Public Infrastructure: Financed	(2,688,000)	
Museum Relocation & Upfit	(240,000)	*
Total	$ (4,581,691)	
Net Revenue	$ 1,109,899	

* Proceeds From Sale of Property Invested Into Project

Year	Revenue	Expense	Annual Net	Cumulative
1	$ 1,511,390	$ (1,491,300)	$ 20,090	$ 20,090
2	271,582	(247,156)	24,426	44,516
3	271,778	(243,027)	28,751	73,267
4	286,720	(238,914)	47,806	121,073
5	286,923	(234,816)	52,107	173,180
6	287,131	(230,734)	56,397	229,578
7	303,177	(226,669)	76,508	306,086
8	303,393	(222,620)	80,773	386,859
9	303,614	(218,589)	85,025	471,884
10	308,207	(214,574)	93,632	565,517
11	308,436	(210,578)	97,858	663,375
12	308,670	(206,600)	102,071	765,446
13	313,277	(202,640)	110,638	876,084
14	313,521	(198,698)	114,822	990,906
15	313,769	(194,776)	118,993	1,109,899
Total	$ 5,691,590	$ (4,581,691)	$ 1,109,899	

City of Greenville
Dickinson Corridor Economic Development Projects
Projected City Revenue

	Tax Revenue			Parking Revenue From Parking Deck			Public Spaces Leased to Taft/Stark			
Year	Dickinson Property Sale	Property Tax Revenue	Sales Tax Revenue	Projected Hours Utilized	Parking Rate per Hour	Total Parking Revenue	Spaces Leased	Lease Rate / Month	Total Lease Revenue	Total Revenue
1	$ 1,240,000	$ 179,845	$ 16,425	65,520	$ 1.00	$ 65,520	20	$ 40.00	$ 9,600	$ 1,511,390
2	-	179,845	16,425	65,520	1.00	65,520	20	40.80	9,792	271,582
3	-	179,845	16,425	65,520	1.00	65,520	20	41.62	9,988	271,778
4	-	179,845	16,425	76,440	1.05	80,262	20	42.45	10,188	286,720
5	-	179,845	16,425	76,440	1.05	80,262	20	43.30	10,391	286,923
6	-	179,845	16,425	76,440	1.05	80,262	20	44.16	10,599	287,131
7	-	179,845	16,425	87,360	1.10	96,096	20	45.05	10,811	303,177
8	-	179,845	16,425	87,360	1.10	96,096	20	45.95	11,027	303,393
9	-	179,845	16,425	87,360	1.10	96,096	20	46.87	11,248	303,614
10	-	179,845	16,425	87,360	1.15	100,464	20	47.80	11,473	308,207
11	-	179,845	16,425	87,360	1.15	100,464	20	48.76	11,702	308,436
12	-	179,845	16,425	87,360	1.15	100,464	20	49.73	11,936	308,670
13	-	179,845	16,425	87,360	1.20	104,832	20	50.73	12,175	313,277
14	-	179,845	16,425	87,360	1.20	104,832	20	51.74	12,419	313,521
15	-	179,845	16,425	87,360	1.20	104,832	20	52.78	12,667	313,769
Total	$ 1,240,000	$ 2,697,676	$ 246,375			$ 1,341,522			$ 166,017	$ 5,691,590

City of Greenville
Dickinson Corridor Economic Development Projects
Projected City Expense

	Parking Deck Space Lease			Public Infrastructure Improvements				
Year	City Spaces Leased	Lease Rate / Month	Total Lease Expense	P-A-Y-G Capital	Capital Financing	Total Infrastructure	Museum Contribution	Total Expense
1	35	$ (90.00)	$ (37,800)	$ (1,000,000)	$ (213,500)	$ (1,213,500)	$ (240,000)	$ (1,491,300)
2	35	(91.80)	(38,556)	-	(208,600)	(208,600)	-	(247,156)
3	35	(93.64)	(39,327)	-	(203,700)	(203,700)	-	(243,027)
4	35	(95.51)	(40,114)	-	(198,800)	(198,800)	-	(238,914)
5	35	(97.42)	(40,916)	-	(193,900)	(193,900)	-	(234,816)
6	35	(99.37)	(41,734)	-	(189,000)	(189,000)	-	(230,734)
7	35	(101.35)	(42,569)	-	(184,100)	(184,100)	-	(226,669)
8	35	(103.38)	(43,420)	-	(179,200)	(179,200)	-	(222,620)
9	35	(105.45)	(44,289)	-	(174,300)	(174,300)	-	(218,589)
10	35	(107.56)	(45,174)	-	(169,400)	(169,400)	-	(214,574)
11	35	(109.71)	(46,078)	-	(164,500)	(164,500)	-	(210,578)
12	35	(111.90)	(47,000)	-	(159,600)	(159,600)	-	(206,600)
13	35	(114.14)	(47,940)	-	(154,700)	(154,700)	-	(202,640)
14	35	(116.42)	(48,898)	-	(149,800)	(149,800)	-	(198,698)
15	35	(118.75)	(49,876)	-	(144,900)	(144,900)	-	(194,776)
Total			$ (653,691)	$ (1,000,000)	$ (2,688,000)	$ (3,688,000)	$ (240,000)	$ (4,581,691)

City of Greenville, North Carolina

Meeting Date: 06/27/2022

Title of Item: Resolution and Development Agreement Between the City of Greenville, Taft Corporate Office, LLC, and Stark Holdings, LLC Related to the Economic Development of Both Public and Private Property Located Along the Dickinson Avenue Corridor

Explanation: At the May 9, 2022 City Council meeting, City Council approved a Letter of Intent (LOI) between the City of Greenville (City), Taft Corporate Office, LLC (Taft), and Stark Holdings, LLC (Stark) related to the economic development of public and private property along the Dickinson Avenue corridor. Approval of the LOI allowed staff to move forward with discussions with Taft and Stark for a formal Development Agreement (Agreement) that would create a binding, contractual obligation of all parties for the development of the project. At the June 27, 2022 City Council meeting, City staff will present a formal Agreement for Council consideration and approval.

A primary focus of the City's economic development initiatives is to create an environment within the City's urban core that is conducive for private investment and that will attract individuals to live in the City's downtown, work in the City's downtown and visit the City's downtown. The Dickinson Avenue corridor has seen an economic revitalization over the last decade with private investment in restaurants, commercial office space, retail shops and university housing. Such development has created an attractive environment for future private investment.

Both Taft and Stark have proposed the economic development of two projects located within the block of Dickinson Avenue bordered by Eight Street to the North, Washington Street to the East, 9th Street to the South, and Ficklen Street to the West. Although the Taft and Stark projects are private developments independent of each other, both projects are geographically connected and bordered by the City street right-of-ways listed above.

The project area for both developments will consist of the following Pitt County Tax parcels:

Tax Parcel #	Address	Current Owner	Approximate Acreage	Project Area
20038	729 Dickinson Avenue	City of Greenville	0.65	Taft
15712	0 Dickinson Avenue	Taft Family Ventures	0.39	Taft

26929	202 West Eight Street	Taft Family Ventures	0.27	Taft
26981	226 West Eight Street	Taft Family Ventures	0.83	Taft
03613	0 Ficklen Street	Stark Holdings, LLC	0.96	Stark
03614	0 West Eight Street	Stark Holdings, LLC	0.25	Stark
21572	200 West Ninth Street	Stark Holdings, LLC	1.63	Stark

The City-owned property located at 729 Dickinson Avenue is the current location of the North Carolina Museum of Natural Sciences (Museum). This specific tax parcel (#20038) is proposed to be conveyed to Taft through private negotiation for the development of Taft's project. The terms of this conveyance are contemplated in a separate Development Agreement between the City and Taft.

The following is a summary of the scopes of both development projects:

Stark:

- Project includes the development of a Marriott boutique hotel with at least 72 rooms.
- The Marriott Hotel will be located within the rehabilitated E.B. Ficklen Tobacco Warehouse.
- Project includes a full service, public restaurant.
- Project includes a ten thousand square foot event space.

Taft:

- Project includes a Class A market rate apartment complex consisting of at least 150 market rate units.
- Project includes the construction of a parking deck with a minimum of 390 parking spaces to support the parking needs of the market rate apartment complex, the required parking needs of the Stark project, and the general public parking needs of the City.
- Project includes the relocation of the Museum from the City-owned property into the Taft-owned Cupola Building located at 226 West Eighth Street.

Although the Dickinson Avenue corridor has seen an economic revitalization in recent years, the corridor is challenged by the age and condition of the area's surrounding public street right-of-way and complementing streetscape. Dickinson Avenue is owned an operated by NCDOT, which is scheduled to begin a complete rebuild of the Dickinson Avenue right-of-way, inclusive of new and updated streetscape, in the fall of 2022. All secondary street right-of-way connecting to Dickinson Avenue from Reade Circle south to the 10th Street overpass in downtown is owned and maintained by the City.

Collectively the City, Taft and Stark recognize the attractiveness of Dickinson Avenue as a result of the area's revitalization and the NCDOT's forthcoming investment in new right-of-way infrastructure. In addition, each party also realizes that infrastructure improvements to secondary streets will also be required in the Dickinson Avenue corridor in order for the area to fully realize its development potential.

Therefore, as a component of both Taft's and Stark's private investment in their respective projects, the attached Agreement outlines an arrangement whereby the City will fund the completion of various public infrastructure improvements within the public street right-of-ways bordering the project area. The infrastructure improvements will not only serve to benefit each developer's prospective project, but will also benefit existing businesses and residents within the area and provide an environment conducive for further development.

The following is a summary of the public infrastructure improvements as outlined in the Agreement:

- City shall fund the installation of streetscape improvements within the public street right-of-ways to include updated ADA ramps, standard sidewalks on both sides of the roadway, planting of canopy trees and improved pedestrian lighting. Improvements shall also include installation of street furniture, bicycle racks, trash receptacles and decorative lighting.

- City shall fund the complete rebuild of Ficklen Street.

- City shall fund the replacement of the public stormwater pipe that runs through Ficklen Street between Dickinson Avenue and 9th Street.

The Agreement outlines various conditions that shall apply to the City's commitment to fund both the streetscape improvements and the rebuild of Ficklen Street. The City's commitment is contingent on the Developers compliance with these obligations and commitments which are summarized as follows:

- The closing conveying the City owned property to Taft shall occur within 12 months of City Council's approval of the Purchase Agreement.

- The combined assessed property tax value for the Taft and Stark project shall have been determined to have increased to approximately $50 million.

- Building permits for all project shall be issued within 12 months of the effective date of the Agreement.

- All projects shall be completed within 24 months of the issuance of the final building permit.

Upon Council's approval of the Agreement, the City will begin moving forward

with design of the streetscape improvements. In addition, both Taft and Stark will continue moving through design of each of their respective projects so as to be in position to be in compliance with the project deadlines as included in the Agreement.

Fiscal Note:

- The City will convey the property located at 729 Dickinson Avenue to Taft at a price of $1,240,000.00, which is equal to the property's fair market value as of an independent appraisal dated March 1, 2022. The terms of the conveyance will be contemplated in a separate Development Agreement between the City and Taft.

- Both the Taft and Stark projects are estimated to have a combined property tax value of $50 million upon completion.

- Based on the City's current property tax rate, it is estimated that the project will increase the City's annual property tax revenues by approximately $180,000.

- The City shall commit funding to the streetscape improvements and rebuild of Ficklen in an amount not to exceed $3.1 million. The following are the projected funding sources of the $3.1 million commitment:

    - Proceeds from sale of Dickinson Avenue property ($1 million)
    - Capital Reserve Funds
    - Capital financing

- The City's actual funding commitment shall be commensurate to the approximate level of increased tax base realized as outlined in the Explanation Section above.

- The Agreement states that the City shall seek to apply for applicable State and / or Federal grants to supplement the City's actual funding commitment.

    - In May, 2022 the City applied for a Rural Transformation Grant from the State of North Carolina that would be funded through the Federal American Rescue Plan Act. The purpose of the grant program is to support rural economic development projects.
    - The City's application request was to assist in funding streetscape improvements within the project area of both the Taft and Stark projects. The grant would supplement the City's appropriation of up to $3.1 million.
    - On June 16, 2022 the City received notification from the N.C. Department of Commerce that the City had been awarded $875,000 through the grant program for the Taft / Stark project.

- Taft and / or Stark shall be provided the ability, at their option, to commit private funding to supplement the City's actual funding commitment.

- The City has conservatively estimated that the economic impact within the

project area, inclusive of the Taft project and the Stark project, will increase the City's Net General Fund revenues by approximately $1.11 million over a 15 year period.

Recommendation: Consider for approval the Resolution and Development Agreement between the City of Greenville, Taft Family Ventures, and Stark Holdings, LLC related to the economic development of both public and private property located along the Dickinson Avenue corridor

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ATTACHMENTS

- **Taft Stark DA Final 6-27 Council Meeting.docx**
- **Taft Stark Resolution Final 6-27 Council Meeting.docx**
- **Dickinson Dev Project Financial Impact.pdf**

JOINT DEVELOPMENT AGREEMENT

BY AND AMONG

TAFT CORPORATE OFFICE, LLC, OR ITS ASSIGNS

AND

STARK HOLDINGS, LLC, OR ITS ASSIGNS

AND

CITY OF GREENVILLE, N.C.

JOINT DEVELOPMENT AGREEMENT

THIS JOINT DEVELOPMENT AGREEMENT ("Agreement") is made this ___ day of June, 2022, by and among **TAFT CORPORATE OFFICE, LLC**, a North Carolina limited liability company, and its assigns (“Taft"), **STARK HOLDINGS, LLC**, a North Carolina limited liability company, and its assigns (“Stark”), with Taft and Stark being referred to herein singularly as “Developer” or cumulatively as the “Developers”, and the **CITY OF GREENVILLE, N.C.**, a municipal corporation ("City").

WITNESSETH:

WHEREAS, the City is a municipal corporation organized pursuant to the laws of the State of North Carolina with express authorization to participate in economic development efforts; and

WHEREAS, to support investment of private business and industry, job creation and growth of the tax base of the City, it is necessary for economic development to be encouraged and promoted; and

WHEREAS, a key decision factor in a prospective business’s or industry’s economic development decision to locate and invest in a community is the vibrancy and attractiveness of the area’s downtown district; and

WHEREAS, in order to promote economic development, a primary focus of the City is to create an urban environment conducive for private investment that will attract individuals to live in the City’s downtown, work in the City’s downtown and visit the City’s downtown; and

WHEREAS, the Dickinson Avenue corridor, located on the southern end of the City’s downtown district, is an area that has seen an economic revitalization over the last decade with private investment in restaurants, commercial office space, retail shops and university student housing which has further created an attractive environment for future private investment; and

WHEREAS, although the Dickinson Avenue corridor has seen an economic revitalization in recent years, the corridor is challenged by the age and condition of the area’s surrounding public street right-of-way and complementing streetscape that could impact the City’s ability to fully realize the development potential of the corridor if not addressed; and

WHEREAS, Dickinson Avenue right-of-way from Reade Circle south to the 10th Street overpass in downtown is owned and maintained by the North Carolina Department of Transportation (“NCDOT”) and all secondary street right-of-way connecting to

Dickinson Avenue from Reade Circle south to the 10th Street overpass in downtown is owned and maintained by the City; and

WHEREAS, beginning in the fall of 2022, the NCDOT will commence the complete rebuild of the Dickinson Avenue right-of-way, inclusive of new and updated streetscape, from Reade Circle south to the 10th Street overpass in downtown; and

WHEREAS, the Developers recognize the attractiveness of the Dickinson Avenue corridor as a result of the area's revitalization over the past decade and the NCDOT's forthcoming investment in new right-of-way infrastructure; and

WHEREAS, the Developers wish to explore economic development projects in the Dickinson Avenue corridor that would increase the number of individuals living downtown, working downtown and visiting downtown and would result in a significant increase in the City's tax base thereby increasing the City's general tax revenues; and

WHEREAS, in conjunction with the Developers' prospective investment, the Developers requests the City provide for certain public street right-of-way improvements on the City's secondary streets abutting the Developers' prospective projects that will both compliment the projects and NCDOT's forthcoming Dickinson Avenue right-of-way improvements; and

WHEREAS, for the purpose of further promoting the economic development of the Dickinson Avenue corridor in downtown, the City desires to complete certain public street right-of-way improvements on the City's secondary streets abutting the Developers' projects contingent upon certain obligations and conditions to be successfully completed by the Developers to the City's satisfaction.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, the Parties enter into this Joint Development Agreement and agree to the following:

ARTICLE I

PROJECT

1.1 Project Scope. Subject to the terms and conditions of this Agreement, the Developers agree to independently and privately construct and operate the following economic development projects (being referred to herein singularly as "Project" or cumulatively as "Projects") in the Dickinson Avenue corridor:

a. Development of Class A market rate apartment complex privately funded and operated by Taft: The Project shall include at least 150 market rate rental units as contemplated in a separate agreement between the City and Taft.

b. Development of a structured parking deck privately funded and operated by Taft: The Project shall include a minimum of 390 parking spaces as contemplated in a separate agreement between the City and Taft.

c. Relocation of the North Carolina Museum of Natural Sciences ("Museum") privately funded by Taft: The Project shall provide for the relocation of the Museum from the Museum's current location at 729 Dickinson Avenue (Pitt County Tax Parcel #20038) into the Taft owned Cupola Building located at 226 West Eight Street (Pitt County Tax Parcel #26981) as contemplated in a separate agreement between the City and Taft.

d. Development of the E.B. Ficklen Hotel privately funded and operated by Stark: The Project shall include the development of a Marriott boutique hotel with at least seventy-two (72) rooms. The hotel shall be located within the E.B. Ficklen Tobacco Warehouse located on Ficklen Street. The Project shall include a full service, public restaurant with at least a ten thousand (10,000) square foot event space.

1.2 Project Area. Subject to the terms and conditions of this Agreement, the Developers agree to independently and privately fund the development and construction of the Projects on all those parcels of property situated, lying and being in Greenville, North Carolina, as shown in Exhibit A of this Agreement ("Project Area"), which are more particularly described and consisting of the following Pitt County tax parcels: #03613, #03614, #15712, #20038, #21572, #26929, #26981.

ARTICLE II

DEVELOPER OBLIGATIONS AND COMMITTMENTS

2.1 To induce the City to enter into this Agreement, the Developers hereby accept and agree to the following contractual obligations and commitments:

a. A closing conveying Pitt County tax parcel #20038 from the City to Taft shall occur on a regular business day on or before the date that is one (1) year following the Effective Date of a separate Agreement between the City and Taft. The terms of this conveyance shall be contracted in a separate Agreement between the City and Taft.

b. Upon the issuance of all Certificates of Occupancy for all aspects of the Projects as fully described in ARTICLE I of this Agreement, the assessed Pitt County property tax value for the Project Area as shown in Exhibit A of this Agreement shall be determined by the Pitt County Tax Assessor, following the Tax Assessor's prescribed procedures, to have increased to approximately $50 million as compared to the recorded tax assessment as of the Effective Date of this Agreement.

c. Developers shall acquire all permits and approvals for the Projects as fully described in ARTICLE I including, but not limited to, grading, foundation and building permits (each hereinafter an “Approval,” and collectively the “Approvals”) on or before the date that is one (1) year following the Effective Date of this Agreement (“Approvals Period”). If the Developers, individually or collectively, determine one or more approvals related to the Project(s) are required or desired, but have not yet been obtained during the initial Approvals Period, then so long as the Developers diligently commence to obtain such Approval(s) and thereafter prosecutes such Approval(s) in a commercially reasonable manner, the last day of the Approvals Period may be extended by two (2) ninety (90) day extensions of the Approvals Period, if City, in its sole discretion, grants either or both extensions. Extension of the Approvals Period, as prescribed above, shall not be unreasonably denied by the City.

d. Developers shall complete all phases of the Projects as fully described in ARTICLE I within twenty-four (24) months of the issuance date of the final building permit. The completion date may be extended to a date beyond the twenty-four (24) months only upon mutual agreement of the City and the Developers (the “Extended Date”). The City shall not unreasonably deny an extension of the completion date requested by the Developers. Rain days prior to the structure being dried in and force majeure events will be credited against the twenty-four-month (24) period and any subsequent extended period. The Projects shall be deemed complete upon issuance of all Certificates of Occupancy for all aspects of the Projects as fully described in ARTICLE I.

e. The Developers hereby agree to indemnify, protect and save the City and its officers, Council members and employees harmless from all liability, obligations, losses, claims, damages, actions, suits, proceedings, costs and expenses, including reasonable attorneys' fees, arising out of, connected with, or resulting directly or indirectly from the development of the Property or the transactions contemplated by or relating to this Agreement, including without limitation, the possession, condition, construction or use thereof, insofar as such matters relate to events subject to the control of the Developers and not the City. The indemnification arising under this Article shall survive the Agreement's termination. To secure this indemnification commitment, the Developers, at no cost to the City, shall furnish the City with a certificate of insurance, in form and context acceptable to the City, which names the City as an additional insured party. The insurance coverage provided by the Developers shall have coverage limits of no less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) in the aggregate.

ARTICLE III

CITY OBLIGATIONS AND COMMITTMENTS

3.1 To induce the Developers to enter into this Agreement, the City hereby accepts to and agrees to the following contractual obligations and commitments:

a. The City shall install streetscape improvements, in conformity with the adopted streetscape master plan and contingent on the Developers compliance with the obligations and commitments as described fully in ARTICLE II of this Agreement, in the areas located in the City's public street right-of-ways as described in Exhibit B of this Agreement.

b. The City shall rebuild Ficklen Street, contingent on the Developers compliance with the obligations and commitments as described fully in ARTICLE II of this Agreement, between Dickinson Avenue and 9th Street. As a component of the design for the rebuild of Ficklen Street, the City shall consider reconfiguring that portion of Ficklen Street, lying between 9th Street and the endpoint of hotel project, from a two-way street to a one-way street, with access to the Project's parking deck on Ficklen Street maintained as two-way.

c. The City shall replace the public stormwater pipe that runs through Ficklen Street between Dickinson Avenue and 9th Street, contingent on the Developers compliance with the obligations and commitments as described fully in ARTICLE II of this Agreement.

d. The following standards shall apply to the City street right-of-way improvements:

i. The improvements shall be in compliance with City standards and specifications and be compatible with the streetscape improvements included in the NCDOT's Dickinson Avenue Improvements project.

ii. The improvements shall include updates to Americans With Disabilities Act (ADA) ramps and the addition of standard sidewalks on both sides of the roadway.

iii. The improvements shall include the addition of canopy trees, street furniture, bicycle racks, improved pedestrian lighting, trash receptacles and decorative lighting.

e. During the timeframe that the Developers finalize the design and specifications for the Project, the City shall work in partnership with the Developers to develop the goals and requirements of the public infrastructure improvements.

f. The City's commitment to fund the public infrastructure improvements, as described fully herein this ARTICLE III of this Agreement, shall not exceed $3,100,000.00. The amount of the City's actual funding commitment for the public infrastructure improvements shall be commensurate to the approximate level of increased tax base realized by the City as described fully in ARTICLE II, Section 2.1.b of this Agreement. The following shall also apply to the City's funding commitment:

i. The City shall seek to apply for applicable State and / or Federal grants to supplement and not supplant the City's actual funding commitment of an amount not to exceed $3,100,000.00 (for the purpose of additional clarity, any State and/or Federal grants will be an addition to, and not reduce, the City's funding for this project). The City's obligation to fund the public infrastructure improvements, up to the amount of the City's maximum funding commitment of $3,100,000.00, shall not be conditioned on the award of any State or Federal grant to the City for the public infrastructure improvements.

ii. The Developers shall be provided the ability, at their option, to commit private funding to supplement the City's actual funding commitment of an amount not to exceed $3,100,000.00.

g. It shall be the intent for both the Taft and Stark developments to be designed so as to provide for the use of a trash compactor to efficiently remove the refuse of the market rate apartments, hotel and event center at the sole expense of Taft and Stark.

h. The City will assist in dialogue with Greenville Utilities Commission to provide support in the following:

i. Placing electrical meters and water meters inside the parking deck or buildings in order to maximize the project's operational space.

ii. Converting and upgrading overhead electrical service to underground electrical service in the Project Area.

iii. Upgrading capacity for water, sewer and gas in the Project Area.

i. The City shall work in tandem with Taft and Stark to coordinate the timing of the infrastructure improvements based on the timelines of each developer's respective projects,

j. The City hereby agrees to indemnify, protect and save Taft and Stark, and its officers and employees harmless from all liability, obligations, losses, claims, damages, actions, suits, proceedings, costs and expenses, including reasonable attorneys' fees, arising out of, connected with, or resulting directly or indirectly from the development of the Property or the transactions contemplated by or relating to this Agreement, including without limitation, the possession, condition, construction or use thereof, insofar as such matters relate to events subject to the control of the City and not the Developers. The indemnification arising under this Article shall survive the Agreement's termination.

ARTICLE IV

MISCELLANEOUS

4.1 Governing Law. The Parties intend that this Agreement shall be governed by the law of the State of North Carolina.

4.2 Letter of Credit. It is understood and agreed that the City obligations and commitments described fully in ARTICLE III of this Agreement are solely for the economic development purposes of increasing the property tax base of the City and stimulating further development and improvements in the downtown area of the City. Consequently, but for the Developer obligations and commitments described fully in ARTICLE II of this Agreement, the City would not agree to the obligations and commitments described fully in ARTICLE III of this Agreement. As a result of this, it is agreed that Stark shall provide and maintain for the benefit of the City a standby letter of credit in an amount equal to Twenty Five Thousand Dollars ($25,000.00). Said letter of credit shall (1) be issued by a commercial bank with an office in the City of Greenville, North Carolina, which bank is acceptable to the City, acting reasonably, (2) be in a form and contain such substantive provisions as the City deems necessary and appropriate, including, without limitation, provisions relating to draws on the letter of credit and the term of the letter of credit and renewal provisions, and (3) be delivered to the City no later thirty (30) days from the Effective Date of this Agreement, and any renewal letters of credit, or amendments to an existing letter of credit that effect a renewal, shall be delivered to the City no later than thirty (30) calendar days before the expiration date of the letter of credit that is then outstanding. Said letter of credit shall be released no later than thirty (30) days after the issuance of the last Certificate of Occupancy for all aspects of the Ficklen Hotel project as fully described in ARTICLE I, Section 1.1(d) of this Agreement.

4.3 Termination. If Stark fails to perform all of its obligations and commitments described fully in ARTICLE I, Section 1.1(d) of this Agreement, then the City may, as its sole and exclusive remedy, terminate this Agreement by written notice to the Developers (the "Termination Notice"), and thereupon shall initiate a draft draw of the full amount of the Letter of Credit, as fully described in ARTICLE IV, Section 5.2 of this Agreement, from the issuing commercial bank to the City, as sole and exclusive remedy and as liquidated damages and not a penalty, such amount being recognized by the City as being the City's unascertainable damages that result from the City's loss, cost and expense arising out of the transaction contemplated by this Agreement. The draft draw of the full amount of the Letter of Credit shall be liquidated damages for a default by Stark because of the difficulty, inconvenience and uncertainty of ascertaining actual damages for such default, and the retention of the draft draw of the full amount of the Letter of Credit by the City under those circumstances will not constitute a penalty or a forfeiture. In such event, this Agreement shall be without additional recourse to the Developers and the City and no additional damages, costs or expenses shall be sought by the City in connection herewith. The City expressly waives any rights to seek or obtain specific performance of this Agreement or to recover any losses suffered or incurred by the City due to any breach or default by the Developers in excess of the Letter of Credit. Upon such payment of the liquidated damages, this Agreement shall be of no further force or effect, and neither party shall have any further rights, duties, obligations, or liabilities, at law or in equity arising out of or relating to this Agreement.

4.4 Notices. Any notice to be given to any Party hereto in connection with this Agreement shall be in writing and shall be deemed given if hand delivered with signed receipt, sent by electronic mail to the email address provided hereunder (with a copy to follow by another method authorized by this Section 18 unless an email acknowledging receipt is received), or sent by recognized overnight express delivery service, postage prepaid, and addressed as follows:

If to City: City of Greenville, N.C.
Attn: City Manager
200 West 5th Street
Greenville, NC 27858
Fax: (252) 329-4435
Email: awall@greenvillenc.gov

With a copy to: City of Greenville, N.C.
Attn: City Attorney's Office
200 West 5TH Street
Greenville, NC 27858
Email: emcgirt@greenvillenc.gov

If to Developer: Taft Corporate Office, LLC
631 Dickinson Avenue
Greenville, NC 27834
Email: Thomas@tfonc.com

Stark Holdings, LLC
3675 Marine Drive
Greenville, NC 27834
Email: will@theficklen.com

Notices shall be deemed given upon receipt thereof by both the relevant party and persons to whom copies are to be provided for such party, provided that such actual receipt be prior to 3:00 PM on a business day (days other than Saturdays, Sundays, and State or Federal legal holidays). If such notices are not received by 3:00 PM on a business day as provided above, such notices shall be deemed received on the next subsequent business day. Upon not less than ten (10) days prior notice to the other parties listed above, the parties shall be entitled to change the name, address and/or email address to which notices must be sent for their behalf.

4.5 Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

4.6 Assignment. Nothing herein is intended to confer upon any person other than the parties and their respective legal representatives, successors and permitted assigns any rights or remedies under or by reason of this Agreement. Taft or Stark may assign this Agreement to a Subsidiary which is majority owned by each respective party or an Affiliate of each respective party, without consent of the City, subject to providing the City ten (10) days' notice of assignment, provided that Assignee agrees to be fully obligated under all terms of this Agreement and Taft or Stark will guarantee the performance by the Subsidiary or Affiliate of the obligations due under this Agreement. Any such assignment shall not release the Developers named herein from any liability for the performance of Taft's or Stark's obligations under this Agreement. The term "Subsidiary" means, with respect to any Person, any corporation or other organization, whether incorporated or unincorporated, of which: (i) at least a majority of the securities or other interests having by their terms ordinary voting power to elect a majority of the board of directors or others performing similar functions with respect to such corporation or other organization is directly or indirectly owned or controlled by such Person (through ownership of securities, by contract or otherwise); or (ii) such Person or any Subsidiary of such Person is a general partner of any general partnership or a manager of any limited liability company. The term "Affiliate" shall mean, with respect to any specified Person, another person that controls or is under common control with the specified Person. Taft or Stark shall not assign any of each party's interest in or obligation under this Agreement

to any party other than a Subsidiary or Affiliate, without the prior express written consent of the City. Taft or Stark may not assign this Agreement to any other entity without the consent of the City.

4.7 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

4.8 Effective Date. The term “Effective Date” as used in this Agreement shall mean the date that a fully executed original of this Agreement is deliver to and received by the City, Taft and Stark.

4.9 Exhibits and Schedules. Each Pitt County tax parcel referred to herein as being attached hereto as an exhibit or schedule or otherwise designated herein as an exhibit or schedule is hereby made a part of this Agreement.

4.10 Headings. The headings of the Articles, subarticles, paragraphs and subparagraphs hereof are provided therein for and only for convenience of reference, and shall not be considered in construing their contents.

4.11 Cumulative Rights. All rights, powers and privileges referred to under this Agreement upon the parties shall be cumulative and shall not be restrictive of those given by law except to the extent expressly provided to the contrary in this Agreement.

4.12 No Waiver by Conduct. The failure of each party to exercise any power or given such party under this Agreement or to insist upon strict compliance by the other party with its obligations under this Agreement shall not, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of such party's rights to demand exact compliance with the terms hereof.

4.13 Pronouns. Pronouns, wherever used herein, and of whatever gender, shall include natural persons, and corporations and associations of every kind and character, and the singular shall include the plural wherever and as often as may be appropriate.

4.14 Escrow Agent. The City and Developers agree to defend, indemnify and hold Escrow Agent harmless from and against any and all liability, loss, damage, cause of action, claim, cost and expense (including court costs and attorney's fees) sustained by Escrow Agent as a result of any activities of Escrow Agent except for acts of gross negligence or willful misconduct. Escrow Agent shall not be liable for any act or omission undertaken in good faith.

4.15 Attorneys' Fees. In the event of any litigation between the Developers and the City relating to or arising out of this Agreement, the party prevailing in such litigation shall be entitled to recover from the non-prevailing party all reasonable costs and

expenses, including, but not limited to, reasonable attorneys' fees and expert witness fees, suffered or incurred by the prevailing party with respect to such litigation.

4.16 Interpretation and Additional Definitions. Wherever in this Agreement provision is made for the doing of any act or performing any obligation by either party, such acts or performance shall be done by such party at its own cost and expense unless a contrary intent is expressed. Any pronoun shall be read in the singular or plural number and in such gender as the context may require. The words "including" or "includes" means "including, but not limited to". The word "any" means "any and all". The word "may" means "may, at its option, but shall not be obligated to". The phrase "laws and regulations" means any laws, ordinances, statutes, rules, regulations or other lawful requirements of any governmental authority. The phrase "governmental authority" means any federal, state or local government or quasi-governmental entity including any agency, department, division or bureau. The terms "person or entity" means and includes natural persons, firms, associations, corporations, partnership, ventures, trusts or any other type of organization. The use of the phrase "without prejudice" in any provision of this Agreement means that the exercise of any express rights or remedies shall not preclude or diminish such party's ability to exercise any other rights or remedies, at law, in equity or under this Agreement.

4.17 Performance of Government Functions. Nothing contained in this Agreement shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

4.18 Non-Appropriation of Funds. Developer acknowledges that funding for this Agreement is conditioned upon appropriation and allocation by the governing body of sufficient funds to support the activities described in this Agreement. By written notice to Developer at the earliest possible date, City may terminate this Agreement, in whole or in part, at any time for lack of appropriation of funds, or other withdrawal, reduction or limitation in any way of the City's budget, funding or financial resources. Such termination is in addition to the City's other rights to terminate herein. If this Agreement is terminated for non-appropriation: The City will be liable only for payment in accordance with the terms of this Agreement for expenses incurred prior to the effective date of termination. The Developer will not be compensated for any other costs in connection with a termination for non-appropriation. The Developer will not be entitled to recover any damages in connection with a termination for non-appropriation, including, but not limited to, lost profits. Developer shall be released from any further obligation to provide Work affected by such termination; and Termination shall not prejudice any other right or remedy available to the City.

4.19 Independent Third Party. It is mutually understood and agreed that Taft and Stark are an independent third parties and not agents of the City, and as such, Taft and Stark, his or her agents and employees shall not be entitled to any City employment benefits, such as but not limited to vacation, sick leave, insurance, worker's compensation, pension or retirement benefits.

4.20 Nondiscrimination**.** The City does not discriminate on the basis of race, color, sex, national origin, religion, age or disability. Any contractors or vendors who provide services, programs or goods to the City are expected to fully comply with the City's non- discrimination policy.

4.21 Minority/Women-Owned Business Enterprise Program**.** The City has adopted an Affirmative Action and Minority and Women Business Enterprise Plan (M/WBE) Program. Taft and Stark attests that it also shall take affirmative action to insure equality of opportunity in all aspects of employment and make reasonable efforts to utilize MWBE suppliers of materials and labor when available. Developers further agree that in the performance of these roles, responsibilities and obligations that it will not discriminate in its hiring, employment, and contracting practices with reference to political affiliation, genetic information, sexual orientation, age, sex, race, color, religion, national origin, handicap or disability.

4.22 Authority to Contract. The undersigned hereby certifies that this Agreement is in all respects fair and without collusion or fraud and warrants and certifies that they are authorized to enter into this Agreement and to execute same on behalf of the Taft and Stark as the act of the said Taft and Stark.

4.23 Entire Agreement and Modifications. This Agreement constitutes the final and entire agreement between the parties hereto and they shall not be bound by any terms, covenants, conditions, representations or warranties not expressly contained herein. This Agreement may not be amended except by written instrument executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first written above.

WITNESS:

CITY:

CITY OF GREENVILLE, N.C.

_____
Valerie Shiuwegar, City Clerk

By: _____(SEAL)

Name: P.J. Connelly_____

Title Mayor_____

Date: _____

WITNESS:

DEVELOPER**:**

TAFT CORPORATE OFFICE, LLC

_____

By: _____(SEAL)
Thomas Taft, Principal

Date: _____

WITNESS:

DEVELOPER**:**

STARK HOLDINGS, LLC

_____

By: _____(SEAL)
William L. Clark, Principal

Date: _____

APPROVED AS TO FORM:

BY: _____
Emanuel McGirt, City Attorney

PRE-AUDIT CERTIFICATION:

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

BY: _____ Date:_____
Byron Hayes, Director of Financial Services

Account Number_____

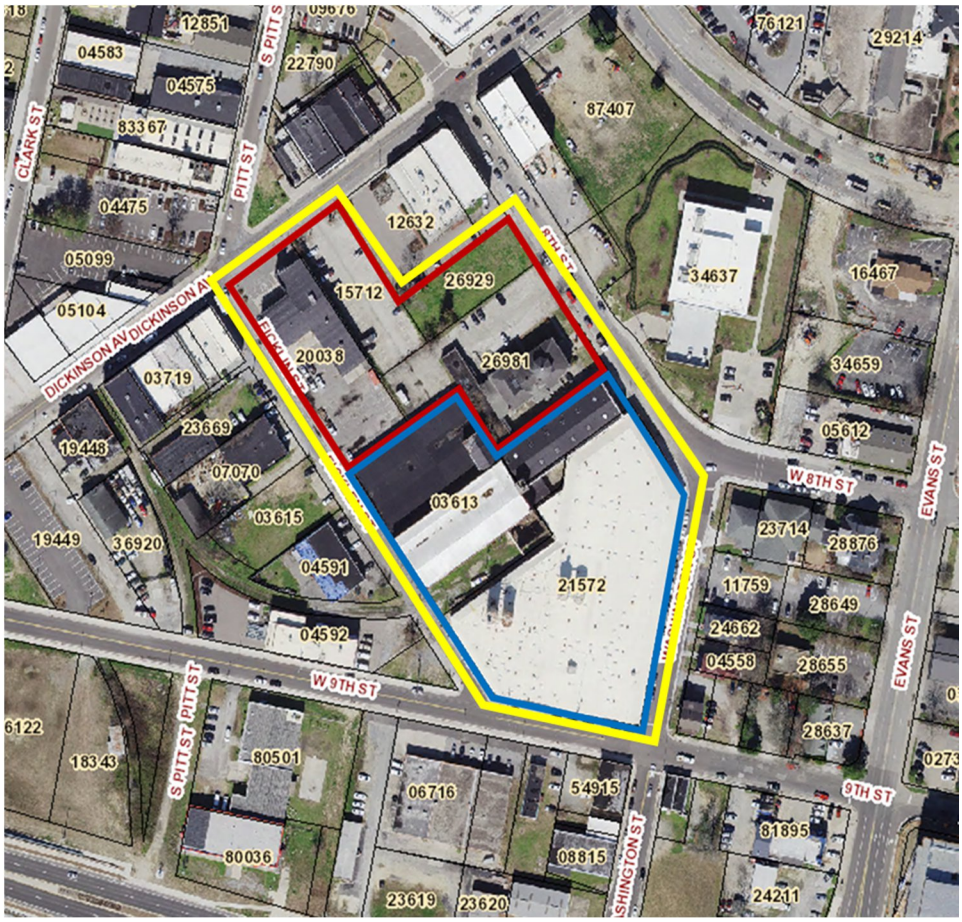
Project Code (if applicable)_____

EXHIBITS AND SCHEDULES

1.	EXHIBIT A	PROJECT AREA
2.	EXHIBIT B	LOCATION OF PUBLIC INFRASTRUCTURE IMPROVEMENTS

EXHIBIT A

PROJECT AREA

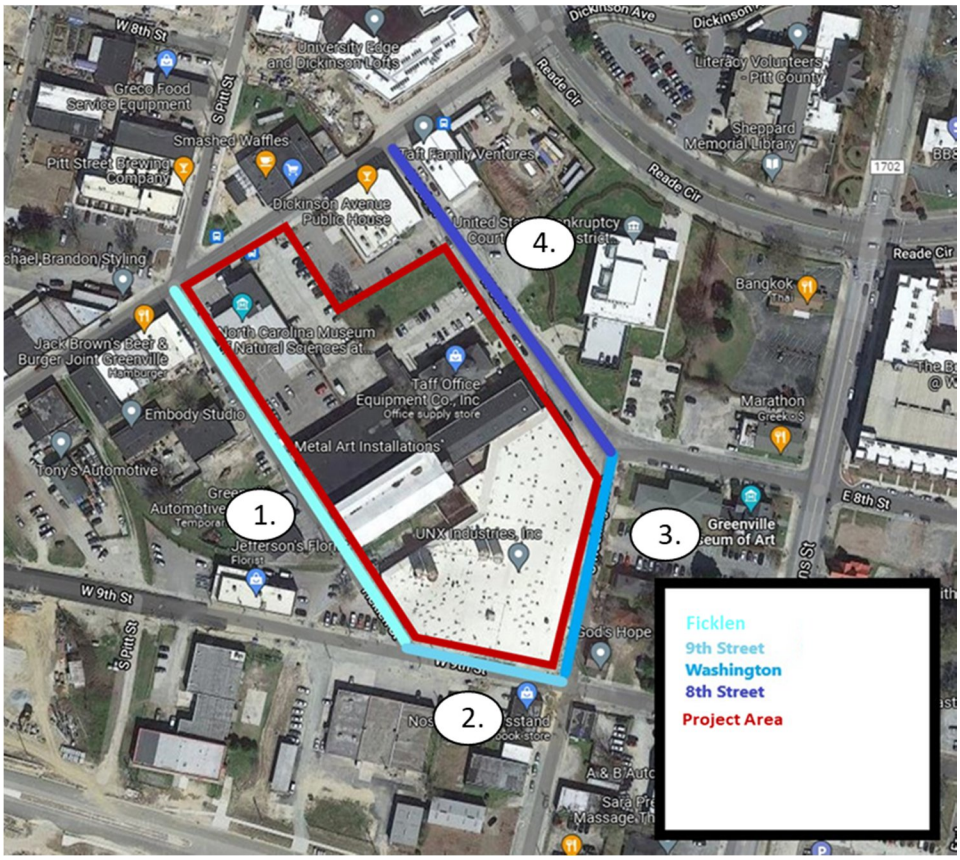


Yellow Area: Project Area for Both Developments
Red Area: Project Area for Taft Development(s) – Market Rate Housing
Blue Area: Project Area for Stark Development(s)- Hotel

Tax Parcel #	Address	Current Owner	Approximate Acreage	Project Area
20038	729 Dickinson Avenue	City of Greenville	0.65	Taft
15712	0 Dickinson Avenue	Taft Corporate Office, LLC	0.39	Taft
26929	202 West Eighth Street	Taft Corporate Office, LLC	0.27	Taft
26981	226 West Eighth Street	Taft Cupola 1031 Investment, LLC	0.83	Taft
03613	0 Ficklen Street	Stark Holdings, LLC	0.96	Stark
03614	0 West Eighth Street	Stark Holdings, LLC	0.25	Stark
21572	200 West Ninth Street	Stark Holdings II, LLC	1.63	Stark

EXHIBIT B

LOCATION OF PUBLIC INFRASTRUCTURE IMPROVEMENTS



1. Ficklen Street from Dickinson Avenue to 9th Street
2. 9th Street From Ficklen Street to Washington Street
3. Washington Street from 9th Street to 8th Street
4. 8th Street From Dickinson Avenue to Washington Street

RESOLUTION NO. - 22
RESOLUTION FOR A PUBLIC/ PRIVATE DEVELOPMENT AGREEMENT WITH TAFT CORPORATE OFFICE, LLC & STARK HOLDINGS, LLC

WHEREAS, pursuant to the statutory authority under N.C. Gen. Stat. § 158-7.1, the City in a related agreement negotiated the sale of City-owned property ("Property") with Taft Corporate Office, LLC ("Taft") for the development of market rate housing and a structured parking deck as an economic development project that will increase the tax base of the City, create jobs, and stimulate development of the downtown area (often referred to as "Uptown"); and

WHEREAS, pursuant to G.S. 158-7.1, Stark Holdings, LLC ("Stark") will build a Marriott boutique hotel with at least 72 rooms in Uptown. The hotel will be located within the rehabilitated E.B. Ficklen Tobacco Warehouse and will include a full service, public restaurant and a minimum ten thousand square foot event space; and

WHEREAS, the Stark project, like that of the Taft project, will increase the tax base of the City, create jobs, and stimulate development of Uptown; and

WHEREAS, upon completion of the Taft project and the Stark project, the combined assessed property tax value of both projects is estimated to be approximately $50,000,000; and

WHEREAS, both the Taft project and the Stark project will be located within the block of Dickinson Avenue bordered by Eight Street to the North, Washington Street to the East, 9th Street to the South, and Ficklen Street to the West; and

WHEREAS, although the Taft project and Stark project are private developments independent of each other, both projects are geographically connected and bordered by the City street right-of-ways listed above; and

WHEREAS, in response to both Taft's and Stark's private investment in Uptown, the City shall fund the installation of streetscape improvements within the public street right-of-ways listed above, and fund the complete rebuild of Ficklen Street (amongst other things); and

WHEREAS, the City's actual funding commitment to complete the installation of streetscape improvements and the complete rebuild of Ficklen Street (amongst other things) shall not exceed $3,100,000; and

WHEREAS, the City's commitment is contingent on both Taft's and Stark's compliance with several obligations including Taft obtaining the Property in the related agreement, and building permits for all projects being issued within 12 months of the effective date of this Agreement; and

WHEREAS, Stark agrees to provide and maintain for the benefit of the City a $25,000 Letter of Credit which shall be paid to the City if Stark fails to perform all its obligations and commitments related to the development of the hotel, restaurant and event space.

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

1) Stark will build a Marriott boutique hotel with at least 72 rooms within the rehabilitated E.B. Ficklen Tobacco Warehouse. The project will include a full service, public restaurant and a minimum ten thousand square foot event space; and

2) In response to the Stark project referenced above and the related Taft agreement referenced above, the City shall fund installation of streetscape improvements within the public street right-of-ways, and fund the complete rebuild of Ficklen Street (amongst other things), and the City's maximum funding obligation is $3,100,000; and

3) This project will provide substantial economic development benefits to include significant increases in the tax base of the City, and the stimulation and further revitalization of Uptown. The highly direct, indirect and included economic and fiscal impacts for the City far exceed the investments to be made in this project by the City.

Based upon the above, the City Council approves this resolution and either the City Manager or Mayor is authorized to execute the attached Development Agreement.

This the 27th day of June, 2022.

_____
P.J. Connelly, Mayor

ATTEST:

_____
Valerie Shiuwegar, City Clerk

City of Greenville
Dickinson Corridor Economic Development Projects
City Parameters

1. Projected Increase in City Tax Base From Dickinson Avenue Development:

	Projected Tax Base	Current Tax Base	Increased Tax Base	Annual Tax Revenue
Taft Project	$ 30,000,000	(1,939,910)	$ 28,060,090	$ 137,354
Stark Project	20,000,000	(2,639,042)	17,360,958	42,491
Total Projected Increase	$ 50,000,000	$ (4,578,952)	$ 45,421,048	$ 179,845

2. Sale of City Owned Dickinson Avenue Property at Fair Market Value: $ 1,240,000 *

3. Annual Projected Sales Tax Revenue (Conservative):

	Taft	Stark	Total
People / Day	200	100	300.00
$ per Day	$ 20.00	$ 20.00	$ 20.00
Sales Tax %	0.75%	0.75%	0.75%
Total Annual Sales Tax	$ 10,950.00	$ 5,475.00	$ 16,425.00

4. Public Infrastructure Improvements Funded by City:

Locations	
Ficklen (Dickinson Ave to 9th St): Rebuild + Streetscape	$ 1,600,000
9th Street (Ficklen to Washington St): Streetscape	400,000
Washington Street (9th to 8th St): Streetscape	400,000
8th Street (Dickinson Ave to Washington St): Streetscape	700,000
Total	$ 3,100,000

Funding Methods	
Paid With Cash	$ 1,000,000 *
Financed	2,100,000
Total	$ 3,100,000

Financing Terms	
Total Financed	$ 2,100,000
Financing Rate	3.50%
# of Years Financed	15

City of Greenville
Dickinson Corridor Economic Development Projects
City Parameters

5. Other Incentives Offered by City:

Contribution to Science Museum Relocation & Buildout	$ 240,000 *

Sections 6. - 8. Below Relate to Public Parking. It is the Intention of the City to Parnter With Taft and Stark as Follows:

- City Will Lease Parking Spaces From Taft Within the Taft Owned Parking Deck
- The Spaces Leased by the City From Taft in the Parking Deck Would be Available for Use by the General Public on a Fee for Service Basis (i.e. City Would Generate Parking Revenue From Public Use of the Spaces
- City Will Lease Surface Level Parking Spaces Located at Dickinson and 9th Street to Stark for Stark's Employee Use

6. City Lease of Parking Spaces From the Taft Owned Parking Deck:

# Spaces Leased	35
Beginning Lease Rate / Space / Month	$ 90.00
Annual Increase in Lease Rate	2.0%

7. Estimated Public Utilization of City Leased Parking Spaces in Taft Owned Parking Deck:

Maximum Available Hrs / Space	
Days per week	6
Weeks per Year	52
Hours per Day	10
Spaces Leased	35
Total Hours / Yr	109,200

Years	Maximum Hrs Available	Estimated % Utilized	Hours Utilized	Parking Rate / Hour	Annual Revenue
Years 1 - 3	109,200	60%	65,520	$ 1.00	$ 65,520
Years 4 - 6	109,200	70%	76,440	1.05	80,262
Years 7 - 9	109,200	80%	87,360	1.10	96,096
Years 10 -12	109,200	80%	87,360	1.15	100,464
Years 13 - 15	109,200	80%	87,360	1.20	104,832

City of Greenville
Dickinson Corridor Economic Development Projects
City Parameters

8. Ficklen & Stark Lease of Public Parking Spaces From the City:

Dickinson Avenue Surface Level Parking Spaces Leased to Stark	20
Monthly Lease Rate	$ 40.00
Annual % Increase in Lease Rate	2.0%

City of Greenville
Dickinson Corridor Economic Development Projects
15 Year Pro Forma

City Revenues		
Dickinson Property Sale	$ 1,240,000	*
Property Tax Revenue	2,697,676	
Sales Tax Revenue	246,375	
Public Parking in Taft Deck	1,341,522	
Public Spaces Leased to Stark	166,017	
Total	$ 5,691,590	

City Expenses		
Parking Lease	$ (653,691)	
Public Infrastructure: Cash	(1,000,000)	*
Public Infrastructure: Financed	(2,688,000)	
Museum Relocation & Upfit	(240,000)	*
Total	$ (4,581,691)	

Net Revenue	$ 1,109,899

* Proceeds From Sale of Property Invested Into Project

Year	Revenue	Expense	Annual Net	Cumulative
1	$ 1,511,390	$ (1,491,300)	$ 20,090	$ 20,090
2	271,582	(247,156)	24,426	44,516
3	271,778	(243,027)	28,751	73,267
4	286,720	(238,914)	47,806	121,073
5	286,923	(234,816)	52,107	173,180
6	287,131	(230,734)	56,397	229,578
7	303,177	(226,669)	76,508	306,086
8	303,393	(222,620)	80,773	386,859
9	303,614	(218,589)	85,025	471,884
10	308,207	(214,574)	93,632	565,517
11	308,436	(210,578)	97,858	663,375
12	308,670	(206,600)	102,071	765,446
13	313,277	(202,640)	110,638	876,084
14	313,521	(198,698)	114,822	990,906
15	313,769	(194,776)	118,993	1,109,899
Total	$ 5,691,590	$ (4,581,691)	$ 1,109,899	

City of Greenville
Dickinson Corridor Economic Development Projects
Projected City Revenue

	Tax Revenue			Parking Revenue From Parking Deck			Public Spaces Leased to Taft/Stark			
Year	Dickinson Property Sale	Property Tax Revenue	Sales Tax Revenue	Projected Hours Utilized	Parking Rate per Hour	Total Parking Revenue	Spaces Leased	Lease Rate / Month	Total Lease Revenue	Total Revenue
1	$ 1,240,000	$ 179,845	$ 16,425	65,520	$ 1.00	$ 65,520	20	$ 40.00	$ 9,600	$ 1,511,390
2	-	179,845	16,425	65,520	1.00	65,520	20	40.80	9,792	271,582
3	-	179,845	16,425	65,520	1.00	65,520	20	41.62	9,988	271,778
4	-	179,845	16,425	76,440	1.05	80,262	20	42.45	10,188	286,720
5	-	179,845	16,425	76,440	1.05	80,262	20	43.30	10,391	286,923
6	-	179,845	16,425	76,440	1.05	80,262	20	44.16	10,599	287,131
7	-	179,845	16,425	87,360	1.10	96,096	20	45.05	10,811	303,177
8	-	179,845	16,425	87,360	1.10	96,096	20	45.95	11,027	303,393
9	-	179,845	16,425	87,360	1.10	96,096	20	46.87	11,248	303,614
10	-	179,845	16,425	87,360	1.15	100,464	20	47.80	11,473	308,207
11	-	179,845	16,425	87,360	1.15	100,464	20	48.76	11,702	308,436
12	-	179,845	16,425	87,360	1.15	100,464	20	49.73	11,936	308,670
13	-	179,845	16,425	87,360	1.20	104,832	20	50.73	12,175	313,277
14	-	179,845	16,425	87,360	1.20	104,832	20	51.74	12,419	313,521
15	-	179,845	16,425	87,360	1.20	104,832	20	52.78	12,667	313,769
Total	$ 1,240,000	$ 2,697,676	$ 246,375			$ 1,341,522			$ 166,017	$ 5,691,590

City of Greenville
Dickinson Corridor Economic Development Projects
Projected City Expense

	Parking Deck Space Lease			Public Infrastructure Improvements				
Year	City Spaces Leased	Lease Rate / Month	Total Lease Expense	P-A-Y-G Capital	Capital Financing	Total Infrastructure	Museum Contribution	Total Expense
1	35	$ (90.00)	$ (37,800)	$ (1,000,000)	$ (213,500)	$ (1,213,500)	$ (240,000)	$ (1,491,300)
2	35	(91.80)	(38,556)	-	(208,600)	(208,600)	-	(247,156)
3	35	(93.64)	(39,327)	-	(203,700)	(203,700)	-	(243,027)
4	35	(95.51)	(40,114)	-	(198,800)	(198,800)	-	(238,914)
5	35	(97.42)	(40,916)	-	(193,900)	(193,900)	-	(234,816)
6	35	(99.37)	(41,734)	-	(189,000)	(189,000)	-	(230,734)
7	35	(101.35)	(42,569)	-	(184,100)	(184,100)	-	(226,669)
8	35	(103.38)	(43,420)	-	(179,200)	(179,200)	-	(222,620)
9	35	(105.45)	(44,289)	-	(174,300)	(174,300)	-	(218,589)
10	35	(107.56)	(45,174)	-	(169,400)	(169,400)	-	(214,574)
11	35	(109.71)	(46,078)	-	(164,500)	(164,500)	-	(210,578)
12	35	(111.90)	(47,000)	-	(159,600)	(159,600)	-	(206,600)
13	35	(114.14)	(47,940)	-	(154,700)	(154,700)	-	(202,640)
14	35	(116.42)	(48,898)	-	(149,800)	(149,800)	-	(198,698)
15	35	(118.75)	(49,876)	-	(144,900)	(144,900)	-	(194,776)
Total			$ (653,691)	$ (1,000,000)	$ (2,688,000)	$ (3,688,000)	$ (240,000)	$ (4,581,691)

City of Greenville, North Carolina

Meeting Date: 06/27/2022

Title of Item: Pitt County Arts Council at Emerge Fiscal Year 2022-23 Contract for Services

Explanation: One of City Council's adopted strategic goals is to Build a Thriving and Attractive Community by Creating Vibrant Neighborhoods and Expanding Artistic, Cultural and Recreational Opportunities. The City's partnership with the Pitt County Arts Council at Emerge serves as a strategic priority used to move this Council goal forward. The FY 2022-23 Contract for Services between the City and the Arts Council includes a work plan centered around tasks that work toward achieving this goal. The following are the priorities included in the work plan for FY 2022-23:

- Arts Administration and Civic Arts Facilitation
- Public Art Program
- Arts District Coordination
- SmART City Program: The Emerald Loop

The following is a summary of the key components for each of the priorities identified:

<u>Arts Administration and Civic Arts Facilitation</u>

- Continue as the Civic Arts Facilitator for the CITY, serving as an advisor, liaison, and administrator for public art. This includes administering the Civic Arts Committee and the Greenville Mural Group. For specific nonscheduled projects that the CITY requests, there will be an additional 10% facilitator fee based on the estimated cost of the public art.
- Manage the Greenway Sculpture Program, integrating the DownEast Sculpture Exhibition placements with donated and/or loaned sculptures along the Greenway. The ARTS COUNCIL will monitor the public art, communicate with artists, and continue to plan expansions when realistic.
- Manage the call for artists for the rotating art for the CITY as part of the DownEast sculpture exhibition, and provide administrative oversight of call for artists, jurying, logistics, and honorarium.
- Co-Coordinate PirateFest, the CITY'S signature festival, overseeing the vendors, logistics and mapping, utilities, volunteers, and Co-Coordinate the Youth Arts Festival on the Town Common, overseeing sponsorships, artists, vendors, logistics and mapping, volunteers and marketing and communication.
- Oversee The Art Lab, an Arts Incubator, serving as a gallery and

temporary studio space for 5-6 local artists who are simultaneously learning business skills.
- Serve as a representative on the African American Cultural Trail Committee

Public Art Program

- Coordinate the rental of sculptures as part of the DownEast Sculpture Exhibition.
- Locate a new piece of public art in the Uptown area each year, or prepare for a public art project if the funding is combined to the next year.
- Provide administration of the Public Art conservation and maintenance fund.

Arts District Coordination

- Work in partnership with Uptown Greenville, the Greenville-Pitt County Convention and Visitors Bureau, and the City of Greenville to oversee the Arts District Committee and the Art Lab.

SmART City Program: The Emerald Loop

- Coordinate the SmART City project, specifically the Emerald Loop, overseeing all planning, implementation, budgeting, and fundraising. The Emerald Loop is a 5-year project, with FY 2022-23 being Year 3.
- Oversee the North Carolina Arts Council's "SmART Communities" Grant, the National Endowment for the Arts "Our Town Grant, and additional grant funds from local stakeholders for the Emerald Loop project. The Arts Council's grant fund budget for FY 2022-23 is $200,000.
- Collaborate with the African American Cultural Trail of Greenville-Pitt County to coordinate efforts to help connect the Emerald Loop and the African American Cultural Trail and reinforce the marketing, visibility, and many of the stops on the Trail.
- Coordinate the planning and implementation of the Emerald Loop Public Art Projects

The contract for FY 2022-23 provides for a list of deliverable projects based on the priorities listed above. The following is a summary of the projects as included in the contract:

- DownEast Sculpture Exhibition implementation and rotation
- Greenway Public Art implementation and rotation
- African American Cultural Trail Mural on Albemarle Avenue Side of Overpass
- Possible Relocation of Venue for the Black Creatives of Pitt County
- Continued planning for West Fifth Street/Elizabeth Street/Albemarle Avenue Roundabout Black Creatives ArtWork and Lighting Project
- Emerald Loop Sheltered Bench on Town Common
- Implementation for art retrofitting of Emerald Express
- Design of Emerald Express Trolley Stops and 2 other Sheltered Benches

- Oversee the Emerald Loop Lighting Plan, serving as the liaison between the lighting designer and public and private entities to help coordinate a district wide lighting plan.
- Plan additional public art on the Emerald Loop Route will be presented to City Council.

Fiscal Note: The cost of the contract is $91,000 for Fiscal Year 2022-23, which does not represent a change from the Fiscal Year 2021-22 contract. The cost of the contract is included in the Fiscal Year 2022-23 Budget.

Recommendation: Approve the Fiscal Year 2022-23 Contract for Services and authorize the City Manager to execute the Contract with the Pitt County Arts Council at Emerge

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ATTACHMENTS

1165598-FY_2022-23_Contract_with_Pitt_County_Arts_Council.pdf

NORTH CAROLINA
PITT COUNTY

CONTRACT FOR SERVICES

This CONTRACT is made the ____ day of June, 2022, by and between the City of Greenville, a North Carolina municipal corporation (the CITY), and the Pitt County Arts Council at Emerge, a North Carolina nonprofit corporation (ARTS COUNCIL);

WITNESSETH

1. Consideration.

The consideration of this CONTRACT are the services to be performed by the ARTS COUNCIL for the CITY for the 2022-23 fiscal year, and the sum of $91,000 paid by the CITY to the ARTS COUNCIL, broken down as follows:

$25,000:	Administrative and Civic Art Facilitator Services
$21,000:	Public Art Program
$40,000:	SmART City Grant Match for Emerald Loop
$5,000:	The Art Lab and Artist in Residence
$91,000:	TOTAL

2. General Work to be Performed

The ARTS COUNCIL will use its best efforts to publicize the economic, educational, social, and cultural benefits of the ARTS COUNCIL, assist in promoting the arts to businesses and residents as an economic driver, and provide information on an ARTS COUNCIL district plan to key stakeholder groups for community acceptance and buy-in to create a parent organization for the arts. The ARTS COUNCIL will collaborate with the CITY's planning efforts to improve the quality of life in Greenville.

3. Specific Work to be Performed

The ARTS COUNCIL will perform the following specific services:

a) **Arts Administration and Civic Art Facilitation:** The ARTS COUNCIL will continue to serve the CITY by administering the following arts services as the Civic Art Facilitator and Countywide Arts Council ($25,000):

1) Develop, promote and support the arts in the City.

2) Serve as the voice for artists and arts organizations to better engage, support, and grow our arts within the community.

3) Partner and plan with stakeholders and the CITY to ensure that the arts are a part of future development, streetscapes, and plans within the community.

4) Continue as the Civic Arts Facilitator for the CITY, serving as an advisor, liaison, and administrator for public art. This includes administering the Civic Arts Committee and the Greenville Mural Group. For specific non-scheduled projects that the CITY requests, there will be an additional 10% facilitator fee based on the estimated cost of the public art component.

5) Seek additional funding for public art and arts programming throughout Greenville.

6) Manage the call for artists for the rotating art for the CITY as part of the DownEast sculpture exhibition, and provide administrative oversight of call for artists, jurying, logistics, honorarium and installation.

7) Manage the Greenway Sculpture Program, integrating the DownEast Sculpture Exhibition placements with donated and/or loaned sculptures along the Greenway. The ARTS COUNCIL will monitor the public art, communicate with artists, and continue to plan expansions when realistic.

8) Co-Coordinate PirateFest, the CITY'S signature festival, overseeing the vendors,logistics and mapping, utilities, volunteers, and communication.

9) Co-Coordinate the Youth Arts Festival on the Town Common, overseeing sponsorships, artists, vendors, logistics and mapping, volunteers and marketing and communication.

10) Oversee Arts District planning for the Emerald Arts District, including collaborating with the First Friday ArtWalk, district-wide programming, and The Art Lab as part of A Time for Science.

11) Serve as the fiscal agent and umbrella organization for the Black Creatives of Pitt County.

12) Serve as a representative on the African American Cultural Trail Committee.

<u>Deliverables</u>:

- An annual work plan will be presented to the City Council for scheduled public art projects on public property as included in Appendix A.

- ARTS COUNCIL shall submit a final sketch of each public art project ("project") on public property to the City Manager, and the City Manager will forward the project to the City Council for final review and approval. The City Council reserves the right to reject the project. Project here means the final sketch of the public art project.

- An annual report will be presented to the City Administration showing the success of the items listed above.

b) **Public Art Program:** The ARTS COUNCIL will oversee the Public Art Program for the CITY ($21,000):

1) $9,000 for the "rental" of five to six sculptures located at Reade/Cotanche, City Hall, another location in the Uptown area, and on several locations along the Greenway

2) $10,000 toward a public art piece in the Uptown area (i.e. mural or sculpture) or toward the Public Art Fund for a larger project another year.

3) $2,000 toward the Public Art conservation and maintenance fund administered by the ARTS COUNCIL.

Deliverables:

- Coordination of the rental of sculptures as part of the DownEast Sculpture Exhibition.

- A new piece of public art in the Uptown area each year, or preparation for a public art project if the funding is combined to the next year.

- Administration of the Public Art conservation and maintenance fund.

- ARTS COUNCIL shall submit a final sketch of each public art project ("project") on public property to the City Manager, and the City Manager will forward the project to the City Council for final review and approval. The City Council reserves the right to reject the project. Project here means the final sketch of the public art project.

c) **Arts District Coordination:** The ARTS COUNCIL, working in partnership with Uptown Greenville, the Greenville-Pitt County Convention and Visitors Bureau and the City of Greenville, will oversee the Arts District Committee and the Art Lab ($5,000):

1) Artist in Residence at The Art Lab:
   - Work with N.C. Museum of Natural Science to have an arts incubator.

2) Arts District Planning and Implementation
   - The Arts District Planning will continue; however, the launch of the Emerald Arts District will coincide with the release of the Emerald Loop and Emerald Express or other vehicle.

Deliverables:

- An annual report will be submitted to City Administration.

d) **SmART City Program: The Emerald Loop:** The ARTS COUNCIL will oversee and administer the Emerald Loop project in coordination with the CITY. The Emerald Loop is a multimodal urban arts trail that will connect Greenville's cultural gems including artistic and cultural assets, diverse communities, and bring economic development to the Center City spurring tourism for visitors and quality of life for residents ($40,000):

1) Coordinate the SmART City project, specifically the Emerald Loop, overseeing all planning, implementation, budgeting, and fundraising. The Emerald Loop is a 5-year project, with FY 2022-23 being Year 3.

2) Oversee the North Carolina Arts Council's "SmART Communities" Grant, the National Endowment for the Arts "Our Town" Grant, and additional grant funds from local stakeholders for the Emerald Loop project. The Arts Council's grant fund budget for FY 2022-23 is $200,000.

3) Collaborate with the African American Cultural Trail of Greenville-Pitt County to coordinate efforts to help connect the Emerald Loop and the African American Cultural Trail and reinforce the marketing, visibility, and many of the stops on the Trail.

4) Coordinate the planning and implementation of the Emerald Loop Public Art Projects as included in Appendix B.

Deliverables:

- An annual report will be submitted to City Administration.

- ARTS COUNCIL shall submit a final sketch of each public art project ("project") on public property to the City Manager, and the City Manager will forward the project to the City Council for final review and approval. The City Council reserves the right to reject the project. Project here means the final sketch of the public art project.

4. Schedule of Payments

Payment will be made by the CITY to the ARTS COUNCIL on a quarterly basis with the first payment to be made within 30 days of the effective date of this contract for services.

5. Reports

The ARTS COUNCIL shall provide a written report to the City Council of the significant achievements of the ARTS COUNCIL with regard to the work performed under Sections 2 and 3 of this CONTRACT. The report shall include a financial statement for the previous fiscal year.

6. Duration, Termination, and Amendment

The CONTRACT shall commence on July 1, 2022, and terminate on June 30, 2023. The CONTRACT may be amended with the consent of both parties when such an amendment is made in writing and signed by an authorized officer of each party.

7. Iran Divestment Act Certification

The ARTS COUNCIL hereby certifies that it is not on the Iran Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. § 147- 86.58. The ARTS COUNCIL shall not utilize in the performance of the CONTRACT any subcontractor that is identified on the Iran Final Divestment List.

8. E-Verify Compliance

The ARTS COUNCIL shall comply with the requirements of Chapter 64, Article 2 of the North Carolina General Statutes. Further, if the ARTS COUNCIL utilizes a subcontractor, the ARTS COUNCIL shall require the subcontractor to comply with the requirements of Chapter 64, Article 2 of the North Carolina General Statutes. The ARTS COUNCIL represents that it and its subcontractors are in compliance with the requirements of Chapter 64, Article 2 of the North Carolina General Statutes.

IN WITNESS WHEREOF, the parties hereto have executed this contract, in duplicate originals, this the day and year first written above.

PITT COUNTY ARTS COUNCIL

_____
Authorized Representative

ATTEST:

_____
Secretary

CITY OF GREENVILLE

_____
Ann E. Wall, City Manager

ATTEST:

_____
Valerie Shiuwegar, City Clerk

APPROVED AS TO FORM:

BY: _____
Emanuel D. McGirt, City Attorney

PRE-AUDIT CERTIFICATION:

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

_____ _____
Byron Hayes, Director of Financial Services Date

Account Number: 010-01-10-10-000-000-521500

CONTRACT FOR SERVICES

APPENDIX A

The following is the Civic Arts Work Plan art projects in the City of Greenville public spaces for Fiscal Year 2022-23:

1. DownEast Sculpture Exhibition

2. Greenway Public Art

3. African American Cultural Trail Mural on Albemarle Avenue Side of Overpass

4. Possible Relocation of Venue for the Black Creatives of Pitt County

5. Emerald Loop Public Art Projects (See Appendix B)

Request to add additional projects to the Civic Arts Work Plan during the contract period shall be approved by Council in a City Council meeting following a presentation of the public art in the workshop presented the month before.

CONTRACT FOR SERVICES

APPENDIX B

The following is the Emerald Loop Work Plan art projects in the City of Greenville public spaces for Fiscal Year 2022-2023:

1. Continued planning for West Fifth Street/Elizabeth Street/Albemarle Avenue Roundabout Black Creatives ArtWork and Lighting Project

2. Emerald Loop Sheltered Bench on Town Common

3. Implementation for art retrofitting of Emerald Express

4. Design of Emerald Express Trolley Stops and 2 other Sheltered Benches

5. Overseeing the Emerald Loop Lighting Plan, serving as the liaison between the lighting designer and public and private entities to help coordinate a district wide lighting plan.

6. Planning for additional public art on the Emerald Loop Route will be presented to City Council.

Request to add additional projects to the Emerald Loop Implementation Plan during the contract period shall be approved by Council in a City Council meeting following a presentation of the public art in the workshop presented the month before.

City of Greenville, North Carolina

Meeting Date: 06/27/2022

Title of Item: 2022 Proposed Uptown Parking Plan

Explanation: In 2018 Walker Parking Consultants completed a comprehensive review of the City's public parking program and provided recommendations that would prepare the City for the future growth in the Uptown District that the City was projecting to realize. A key recommendation of the study was to streamline the City's Uptown Parking Plan for the purpose of achieving the following goals:

- Create a parking plan that would be easy to administer and understand by not only the residents of Greenville and Eastern North Carolina but also those that visit Greenville from outside the area.
- Create a plan that would allow for growth in the City's urban district for those that choose to work in Uptown, live in Uptown, and/or visit Uptown.
- Maximize the turnover of on-street parking so as maximize the number of customers that could come into Uptown Greenville and quickly access a business's services.
- Promote the concept of a more modern and urban walkable environment through the increased use of surface level parking and structured parking.
- Utilize technology to more efficiently manage and operate the City's parking plan.
- Promote Uptown living.
- Create consistency in parking enforcement.

City staff presented an updated parking plan to City Council in the fall of 2019 and began conducting a series of public engagement sessions in November and December of 2019. The intentions of City staff was to present a plan to Council for adoption in April of 2020. However, the plan was put on hold in March of 2020 due to the impact of COVID-19.

Moving forward, the Uptown District will see a significant amount of development over the next several years with the addition of two urban hotels, construction of market rate housing, private development of structured parking to be utilized for public and private use, new and improved streetscape infrastructure along 5th Street and Dickinson Avenue, and the implementation of Intersect East, a partnership between ECU and private business and industry. During this same time the City will be relocating its employee parking from the 4th Street Parking Deck to a new surface parking lot located off Atlantic Avenue. This new lot will be utilized to serve the City's employee parking needs during the day and serve the parking needs of the general public in the evenings

and on weekends.

With this level of development activity, coupled with resurgence of the local economy after COVID-19, the City is in the position to move forward with a comprehensive parking plan for the Uptown District that will establish an easy to understand parking operation and that will be capable of absorbing the level of future growth the City is anticipating to realize. One of the primary issues with the current parking plan is its lack of consistency and its difficulty to understand (a copy of the current parking plan is attached with this agenda item). The priority moving forward is to establish a consistent parking plan that is easy to administer and that will serve the City over the next several decades with only minor, periodic adjustments needed as the City continues to grow.

The 2022 Proposed Uptown Parking Plan is centered around the following stakeholders:

- Uptown visitors
- Uptown residents
- Uptown employers and employees

City staff began rolling out the Proposed Plan to the above stakeholders in May of 2022. The purpose of this process was to not only present the Proposed Plan to the public, but to also take comments that could be utilized to make adjustments to the Proposed Plan as needed. During this timeframe, staff met individually with the following Uptown business owners and residents:

- Emerge Gallery & Art Center: Holly Garriott
- The Sculery: Matt Scully
- Uptown Properties, LLC: Don Edwards
- Luna Pizza: Richard Williams
- Jimmy John's: Corbett Harris
- Transworld Business Advisor: Tony Khoury
- Garry's Skin Grafix Tattoo: Garry Nobles
- Still Life Entertainment Complex: Sharif Hatoum
- Chico's Restaurant: Michael Horton
- Sup Dogs: Bret Oliverio

Two public input meetings were also held at City Hall on May 31, 2022 and on June 2, 2022. In addition, staff presented the Proposed Plan to the Uptown Greenville Board on June 2, 2022.

After completion of the public engagement process, staff took into consideration comments from the public and made adjustment to the Proposed Plan. The changes made are included in the Plan presented to Council for consideration. In addition, staff met individually with many of the stakeholders / attendees again, following the engagement process, to review the adjustments to the Proposed Plan that staff was proposing to take forward to Council for consideration. Attached with this agenda item is a summary of the Proposed Plan as originally presented to the public and the Proposed Plan as adjusted based on public input.

The Proposed Plan is broken down into the following categories:

- Hourly Public Parking:
  - On-Street Parking
  - Surface Lot Parking

- Lease and Permit Parking:
  - Uptown Resident Parking Lease
  - Uptown Employee / Employer Parking Lease

The following is a summary of the key parameters for each of the above categories:

Hourly On-Street Parking:

- Parking Rate per Hour: 1st Hour Free; $1.00 per Hour After the 1st Hour
- Maximum # of Hours: 3 Hours
- Parking Enforcement Hours: 7 a.m. - 7 p.m.
- Payment Method: Metered with Passport (described below)

Hourly Surface Lot Parking:

- Parking Rate per Hour: 1st Hour Free; 75 Cent After the 1st Hour
- Allowable Parking Locations: Any City Surface Parking Lot Including the Parking Deck
- Maximum # of Hours: No Maximum (Except Chico's- 2 Hour Max)
- Parking Enforcement Hours: 7 a.m. - 7 p.m.
- Payment Method: Metered with Passport (described below)

Reserved Residential Lease:

- Lessee assigned a designated space within one of the City owned parking lots
- Lessee must provide proof of Uptown residency
- Assigned space in close proximity to lessee residence
- Space available only for use of the lessee
- Lessee responsible for parking enforcement of their reserved space
- Maximum of one lease per Uptown resident
- Lease Terms: 6-month lease or annual lease
- Monthly Lease Rate: $70.00

Unreserved Residential Lease:

- Lessee NOT assigned a designated space within one of the City owned parking lots
- Lessee will have unlimited use of parking spaces in surface parking lots (excluding the parking deck)
- Lessee must provide proof of Uptown residency
- Maximum of one lease per Uptown resident
- Lease Terms: 6-month lease or annual lease

- Monthly Lease Rate: $50.00

Uptown Employee / Employer Permit:

- Permit holder not assigned a designated space
- Permit holder will have use of parking spaces within the surface parking lots (excluding the parking deck) for work related purposes
- Permit holder must provide proof of Uptown employment
- Permit holder will receive a hang tag to be displayed in their vehicle while working
- Up to 5 license plate numbers can be assigned to a single permit
- Lease Terms: 6-month or annual
- Maximum number of permits allowed for purchase:
    - 1 if purchased by an employee of Uptown
    - 10 if purchased by an employer of Uptown (for use by their employees)
- Permits purchased by employer of Uptown:
    - Each purchased hang tag may be rotated among employees for parking purposes
    - Employer will be responsible for coordinated use of the tags purchased
- Monthly Permit Rate: $20.00

Passport Parking:

Hourly public parking (both on-street and surface parking) will be enforced through Passport Parking. Passport Parking is an app for Smart Phones that will allow patrons of Uptown to register their vehicles for parking purposes. Users will be able to pay for parking through the Passport Parking app. Passport Parking will also be available for registration online through computer and/or registration with a dial up phone. Merchants will also have the capability to set up parking validation for their customers through Passport. City staff will work with merchants of Uptown to implement a validation program for their customers if they choose to do so.

Upon Council adoption of the proposed parking plan, City staff will begin preparing for program implementation utilizing the following schedule:

July - December 2022:

- Public education and engagement regarding the newly adopted plan
- Community engagement will be conducted through social media, door to door visits of merchants and residents and additional public meetings

November - December 2022:

- Applications taken for residential leases and employee permits
- New leases to go into affect at beginning of 2023

January 2023:

- Implementation of residential lease and employee permit programs
- Implementation of the hourly parking program utilizing the following schedule:
    - Week One - Three: Information period
        - Distribution of informational material to the public
        - Notification through local media and social media
        - Additional visits with local merchants
    - Week Four - Five: Warning Citations Issued
    - Week Six: Full implementation

Fiscal Note: General Fund revenue generated from the parking plan will be utilized to fund deferred maintenance on the City's Uptown parking infrastructure, replacement of parking equipment and the recurring operational cost of parking enforcement.

Recommendation: Council Consider Approval of the 2022 Proposed Uptown Parking Plan. Upon Council approval of the plan, staff will bring forward necessary ordinance changes.

ATTACHMENTS

- **2022 Uptown Parking Plan- Current Plan.pdf**
- **2022 Proposed Uptown Parking Plan- Public Input.pdf**
- **2022 Uptown Parking Plan- Council.pdf**

City of Greenville
Uptown Public Parking

CURRENT PARKING PLAN

Public Parking Spaces Uptown

On-Street		483
Surface Parking Lot		
Metered Parking	247	
Non-Metered Parking	146	
Lease Spaces	210	
		603
Total		1,086

Hourly Public Parking

Location	# of Spaces	Parking Rate per Hour	Maximum # of Parking Hours
On-Street Parking	483	No Charge	2
Surface Parking Lots:			
Metered Parking Lots	247	75¢	8 Excl Chico's (2 Hrs)
Hodges Lot			
Chicos Lot			
Dickinson Lot			
Clark Street Lot			
Parking Deck			
Non-Metered Parking	146	No Charge	2
5 Points Lot			
Roses Lot			
Merchant Lot			
Blount Harvey			

Lease & Permit Parking

Location	# of Leases	Monthly Lease Rate
Parking Leases:	210	$66
Parking Deck		
Merchant Lot		
Blount Harvey		
Edwards Lot		
Harris Lot		
E-Tag Parking Permits:	60	$6.25
On-Street Locations		
Washington Street		
East 4th Street		
Reade Circle		
Surface Parking Lot		
Hodges Lot		

City of Greenville
2022 Proposed Uptown Parking Plan

Change From Original Proposed

	Proposed Parking Plan Terms	
	Presented For Public Input	Adjusted Per Public Input
On-Street Parking		
Parking Rate per Hour	$1.00 per Hour	1st Hour Free $1.00 After 1st Hour
Maximum Number of Hours	3 Hours	3 Hours
Parking Enforcement Hours	24 Hours	7 a.m. - 7 p.m.
Payment Method	Metered w/ Passport	Metered w/ Passport
Surface Parking Lots		
Parking Rate per Hour	1st Hour Free 75¢ After 1st Hour	1st Hour Free 75¢ After 1st Hour
Allowable Parking Locations	Any Surface Parking Lot	Any Surface Parking Lot
Maximum Number of Hours	No Maximum (Except Chico's- 2 Hr Max)	No Maximum (Except Chico's- 2 Hr Max)
Parking Enforcement Hours	24 Hours	7 a.m. - 7 p.m.
Payment Method	Metered w/ Passport	Metered w/ Passport
Reserved Residential Lease		
Assigned Space Designated For Lessee Use Only?	Yes	Yes
Party Responsible for Parking Enforcement	Lessee	Lessee
Lease Terms	Annual Lease or 6-Month Lease	Annual Lease or 6-Month Lease
Monthly Lease Rate	$70.00	$70.00

City of Greenville
2022 Proposed Uptown Parking Plan

Change From Original Proposed

	Proposed Parking Plan Terms	
	Presented For Public Input	Adjusted Per Public Input
Unreserved Residential Lease		
Assigned Space Designated For Lessee Use Only?	No	No
Allowable Parking Locations	Any Surface Parking Lot (Excl Parking Deck)	Any Surface Parking Lot (Excl Parking Deck)
Lease Terms	Annual Lease or 6-Month Lease	Annual Lease or 6-Month Lease
Monthly Lease Rate	$55.00	$50.00
Employee / Employer Permit		
Allowable Parking Locations	Any Surface Parking Lot (Excl Parking Deck)	Any Surface Parking Lot (Excl Parking Deck)
Maximum Permits Allowed	1 per Employee 10 per Employer	1 per Employee 10 per Employer
Maximum # of License Plates Assigned Per Permit	5	5
Permit Terms	Annual Lease or 6-Month Lease	Annual Lease or 6-Month Lease
Monthly Lease Rate	$40.00	$20.00

Greenville
NORTH CAROLINA

Find yourself in good company®

2022 PROPOSED UPTOWN GREENVILLE PARKING PLAN

CITY OF GREENVILLE
2022 PROPOSED UPTOWN GREENVILLE
PARKING PLAN

Sections

Key Stakeholders & Goals	3.
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Uptown Surface Lot Parking	6.
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- Reserved Space	9.
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Uptown Employment Permit:	11.
- Uptown Employee Permit	11.
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Key Stakeholders

The 2022 Proposed Uptown Parking Plan is Centered Around the Parking Needs of the Following Stakeholders:

- Uptown Visitors
- Uptown Residents
- Uptown Employers and Employees

Parking Plan Goals

The Following are the Stated Goals of the 2022 Uptown Parking Plan:

- Create Easy to Understand Parking Plan for Key Stakeholders
- Create Plan that Will Allow for Growth in Uptown
- Maximize Turnover of On-Street Parking Spaces
- Promote Surface Level Parking
- Utilize Technology to Meet Stakeholder's Parking Needs
- Promote Uptown Living
- Create Consistency in Parking Enforcement

City of Greenville
2022 Proposed Uptown Parking Plan

Summary of Current Uptown Parking Plan

Hourly On-Street Parking:

Parking Rate per Hour	No Charge
Maximum # of Hours	2 Hours

Hourly Surface Lot Parking:

Metered Lots:

- Lots: Hodges, Chicos, Dickinson, Clark Street, Parking Deck
- Parking Rate per Hour — 75¢ per Hour
- Maximum # of Hours — 8 Hours (Except Chico's Lot- 2 Hour Maximum)

Non-Metered Lots:

- Lots: 5 Points, Roses, Merchants, Blount Harvey
- Parking Rate per Hour — No Charge
- Maximum # of Hours — 2 Hours

Parking Violation for Unauthorized Parking:

1st Violation	Warning
2nd Violation	$5.00
3rd Violation	$10.00
Each Additional Violation:	$20.00 + Tow**

** Tow in Cases of Excessive Unpaid Parking Tickets

Parking Lease:

Parking Rate per Month	$66.00
Timeframe Available	7 a.m - 5 p.m.

Locations: Parking Deck, Merchant Lot, Blount Harvey, Edwards, Harris

E-Tag Program:

Parking Rate per Year — $75.00

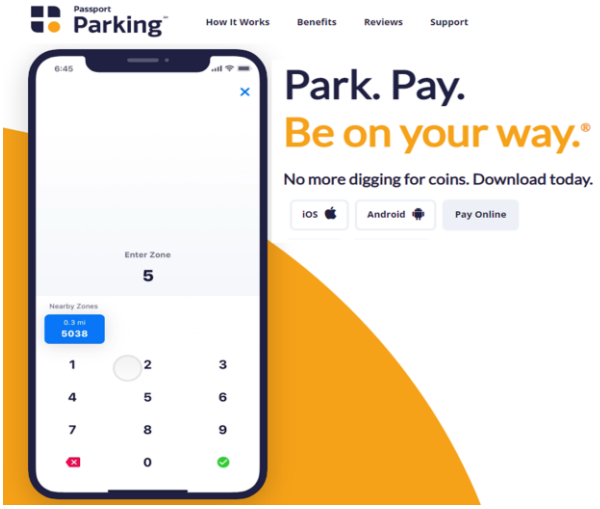
Locations:

- On-Street: Washington Street, East 4th Street, Reade Circle
- Surface Parking Lots: Hodges Lot

City of Greenville
2022 Proposed Uptown Parking Plan

Proposed Uptown On-Street Parking

Parking Rate per Hour:	1st Hour No Charge $1.00 per Hour After the First Hour
Maximum Number of Hours:	3 Hours
Parking Enforcement Hours:	7 a.m. - 7 p.m.
Payment Method:	- Passport Parking App on Smart Phone - Passport Parking Online - Passport Dial-In Registration



The Above Payment Methods Through Passport will be the Only Methods Available.

There Will Not be Any On-Street Kiosks.

City of Greenville
2022 Proposed Uptown Parking Plan

Proposed Uptown Surface Lot Parking

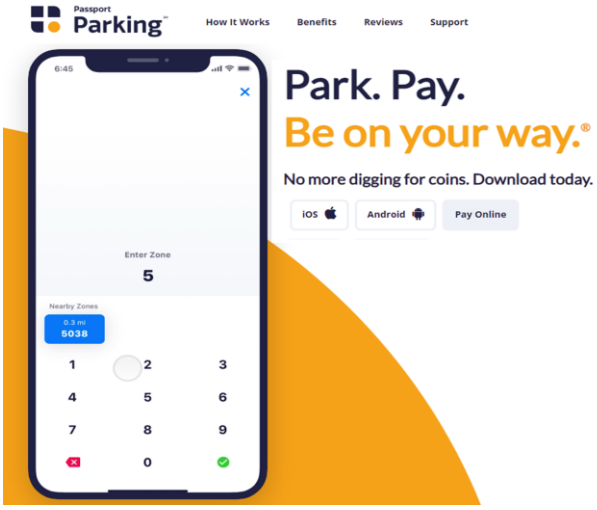
Surface Lot Locations:

1. Five Points Plaza
2. 4th Street Parking Deck (Metered)
3. Roses Parking Lot
4. Blount Harvey Parking Lot
5. Merchant Lot
6. Hodges Lot (Metered)
7. Edwards Lot
8. Harris Lot
9. Clark Street Lot (Temporary)
10. Dickinson Avenue Lot
11. Chico's (Metered)

City of Greenville
2022 Proposed Uptown Parking Plan

Proposed Uptown Surface Lot Parking

Parking Rate per Hour:	First Hour No Charge 75¢ per Hour After the First Hour
Maximum Number of Hours:	No Maximum (Except Chico's- 2 Hour Maximum)
Parking Enforcement Hours:	7 a.m. - 7 p.m.
Payment Method:	- Passport Parking App on Smart Phone - Passport Parking Online - Passport Dial-In Registration



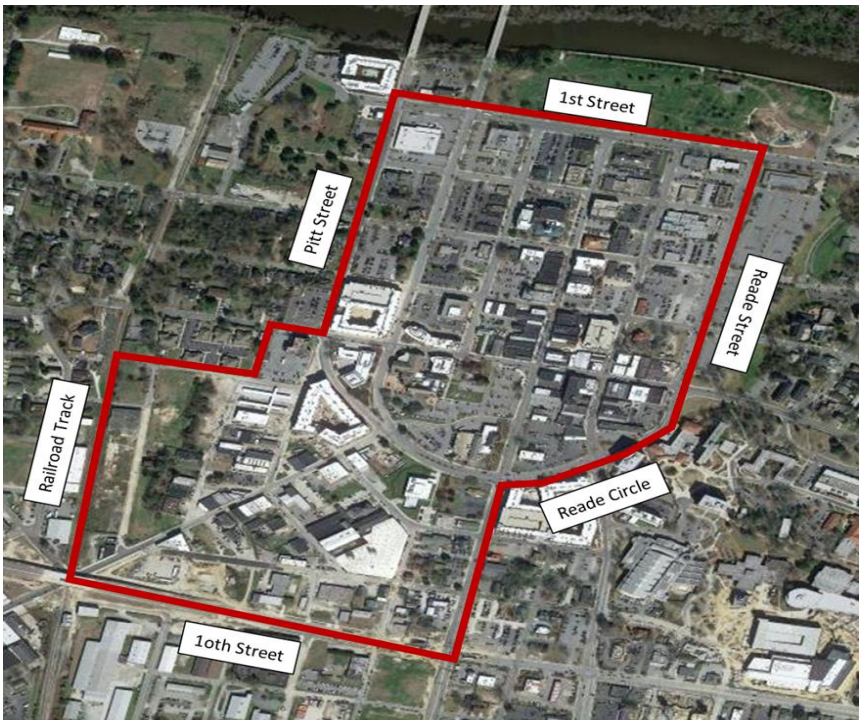
The Above Payment Methods Through Passport will be the Only Methods Available.

There Will Not be Any On-Street Kiosks.

City of Greenville
2022 Proposed Uptown Parking Plan

Proposed Uptown Parking Lease & Permit Program

The Uptown Parking Lease & Permit Program will be Available Only to Residents, Employees and/or Employers of Uptown Greenville as Defined by the Following Boundaries Highlighted in Red:



Surface Lot Locations:

Five Point Plaza Parking Lot
Fourth Street Parking Deck
Roses Parking Lot
Blount Harvey Parking Lot
Merchant Lot
Hodges Lot
Edwards Lot
Harris Lot
Clark Street Lot
Dickinson Avenue Lot

The Following are the Types of Leases and Permits Available Under the Program:

1. Uptown Residential Parking Lease:

    a. Reserved Space Lease:
    b. Unreserved Space Lease:

2. Uptown Employment Parking Permit:

    a. Uptown Employee Parking Space Permit:
    b. Uptown Employer Parking Space Permit:

The City's current E-Tag Program will be Dissolved by the City With the Expiration of All Outstanding Tags on December 31, 2022.

City of Greenville
2022 Proposed Uptown Parking Plan

Proposed Uptown Parking Lease & Permit Program

1. Uptown Residential Parking Lease:

   a. Reserved Space Lease:

   - Uptown Residents that Purchase a Reserved Space Lease will be Specifically Designated (i.e. Assigned) a Parking Space Within One of the City Operated Surface Parking Lot Locations.

   - The Reserved Space will be Available to the Uptown Resident Only. Each Space will be Clearly Identified with Signage as Reserved for Private Use.

   - The City's Parking Services Department will not Enforce Parking of Reserved Spaces. Enforcement of Parking will be the Responsibility of the Resident Leasing the Reserved Space (i.e. the Resident will be Responsible for the Enforcement of Towing of Unauthorized Use of their Reserved Parking Space).

   - Residents will be Required to Provide Current Proof of Uptown Residency Within the Designated Boundary Area Before City Issuance of a Parking Lease.

   - There Will be a Maximum of One Lease per Leaseholder (i.e. Uptown Resident). A Resident Will Not be Allowed More Than One Lease for More Than One Vehicle.

   - A Reserved Space Lease is Intended for Residents That DO NOT Have Access to Parking Through Their Rental Property. Residents Must Provide Written Proof From the Rental Property that the Tenant Does Not Have Access to Rental Property Parking.

   - Lease Terms: Choice of 6-Month Lease or Annual Lease
     There Will Not Be Any Refunds After Issuance of the Lease

   - Summary of Lease Rates:

Monthly Lease Rate	$	70.00
6-Month Lease Rate	$	420.00
Annual Lease Rate	$	840.00

   - There will be a Limited Number of Reserved Parking Spaces Available in the Uptown Boundary Area. The Number of Actual Reserved Parking Spaces is To Be Determined.

City of Greenville
2022 Proposed Uptown Parking Plan

Proposed Uptown Parking Lease & Permit Program

1. Uptown Residential Parking Lease:

   b. Unreserved Space Lease:

   - Holders of an Unreserved Space Lease will have Unlimited Use of Parking Spaces Within the City Owned and Operated Surface Parking Lot Locations (Excluding the 4th Street Parking Deck).

   - Spaces will not be Specifically Designated Within the Surface Parking Lot Locations for Residents. Therefore, Lease Holders will not be Guaranteed the Availability of a Parking Space Within any one of the Specific Surface Parking Lot Locations.

   - The Lease will be Assigned to a Specific Vehicle and will not be Interchangeable.

   - Residents will be Required to Provide Current Proof of Uptown Residency Within the Designated Boundary Area Before City Issuance of a Parking Lease.

   - There Will be a Maximum of One Lease per Leaseholder (i.e. Uptown Resident). A Resident Will Not be Allowed More Than One Lease for More Than One Vehicle.

     1 Resident = 1 Lease

   - An Unreserved Space Lease is Intended for Residents That DO NOT Have Access to Parking Through Their Rental Property. Residents Must Provide Written Proof From the Rental Property that the Tenant Does Not Have Access to Rental Property Parking.

   - Lease Terms: Choice of 6-Month Lease or Annual Lease
     There Will Not Be Any Refunds After Issuance of the Lease to the Leaseholder

   - Summary of Lease Rates:

Monthly Lease Rate	$	50.00
6-Month Lease Rate	$	300.00
Annual Lease Rate	$	600.00

Proposed Uptown Parking Lease & Permit Program

2. Uptown Employment Parking Permit:

a. Uptown Employee Space Permit:

- Holders of an Uptown Employee Parking Permit May Utilize Parking Spaces Within Any of the City Owned and Operated Surface Parking Lot Locations (Excluding the 4th Street Parking Deck) for Work Related Parking Purposes Only.

- Spaces will not be Specifically Designated Within the Surface Parking Lot Locations. Therefore, Permit Holders will not be Guaranteed the Availability of a Parking Space Within any one of the Specific Surface Parking Lot Locations.

- A Permit will be Assigned to a Specific Employee. The Employee will Receive a Hang Tag that will be Required to be Prominently Displayed in the Employee's Vehicle While the Employee is Working.

- Up to 5 License Plate Numbers Can Be Assigned to One Hang Tag

- An Uptown Employee will be Required to Provide Current Proof of Uptown Employment Within the Designated Boundary Area Before City Issuance of a Parking Permit.

- Lease Terms: Choice of 6-Month Lease or Annual Lease
  There Will Not Be Any Refunds After Issuance of the Permit to the Permit Holder

- Summary of Lease Rates:

Monthly Lease Rate	$	20.00
6-Month Lease Rate	$	120.00
Annual Lease Rate	$	240.00

Proposed Uptown Parking Lease & Permit Program

2. Uptown Employment Parking Permit:

b. Uptown Employer Parking Permit:

- Uptown Employers Located Within the Designated Boundary Area May Purchase up to Ten Employee Parking Permits for Use by the Employer's Employees.

- The Employer will Receive One Hang Tag for Each Permit Purchased From the City. Each Hang Tag May be Rotated Among the Employees of the Employer for Parking Purposes. The Hang Tag will be Required to be Prominently Displayed Within the Vehicle of the Employee Utilizing the Tag.

- Up to 5 License Plate Numbers Can Be Assigned to One Hang Tag

- Each Employer will be Responsible for the Coordinated Use of the Permit Tags Purchased by the Employer for its Employee's Parking Use.

- The Parking Space Hang Tag May be Used Within Any of the Surface Parking Lot Locations for Work Related Parking Purposes Only.

- Spaces will not be Specifically Designated Within the Surface Parking Lot Locations. Therefore, Employers will not be Guaranteed the Availability of a Parking Space Within any one of the Specific Surface Parking Lot Locations for Their Employees.

- Lease Terms: Annual Lease Only
  There Will Not Be Any Refunds After Issuance of the Permit to the Permit Holder

- Summary of Lease Rates:

Monthly Lease Rate	$	20.00
6-Month Lease Rate	$	120.00
Annual Lease Rate	$	240.00

City of Greenville
2022 Proposed Uptown Parking Plan

Proposed Uptown Parking Summary

General Public On-Street and Surface Lot Parking:

Parking Location	Rate per Hour	Maximum # of Hrs
Uptown On-Street Parking	1st Hour No Charge, $1.00 After 1st Hour	3 Hours
Uptown Surface Lot Parking	1st Hour No Charge, 75¢ After 1st Hour	No Maximum

Parking Fine for Unauthorized Parking:

Type	Fine
1st Violation	Warning
2nd Violation	$ 10.00
3rd Violation	$ 20.00
Each Additional Violation	$ 20.00 + Tow

Note: Tow in Cases of Excessive Number of Parking Tickets

Uptown Parking Lease & Permit Program (Year One):

Lease / Permit Type	Monthly Rate	6-Month Rate	Annual Rate
Residential Lease- Reserved	$ 70.00	$ 420.00	$ 840.00
Residential Lease- Unreserved	50.00	300.00	600.00
Uptown Employee Permit	20.00	120.00	240.00
Uptown Employer Permit	20.00	120.00	240.00

Summary of Proposed City Enforcement Methods

The Following is a Summary of the Methods that will be Used by the City's Parking Enforcement Officers to Enforce Parking in the Uptown District:

Uptown On-Street Parking:	License Plate Number as Recorded in Passport Parking App. or Recorded Through Passport Dial-In Registration
Uptown Surface Lot Parking:	License Plate Number as Recorded in Passport Parking App. or Recorded Through Passport Dial-In Registration
Residential Lease- Reserved:	No City Enforcement. Leaseholder will be Assigned Specific Parking Space Uptown. Leaseholder will be Responsible for the Enforcement of Towing of Unauthorized Use of Their Reserved Parking Space.
Residential Lease- Unreserved:	License Plate Number of the Specific Vehicle to Which the Lease is Assigned. The Lease Will Not be Interchangeable to Other Vehicles.
Uptown Employee Permit:	Hang Tag That Will be Required to be Prominently Displayed in the Employee's Vehicle While the Employee is Working. Up to 5 License Plate Numbers Can Be Assigned to One Hang Tag
Uptown Employer Permit	Hang Tag That Will be Required to be Prominently Displayed in the Employee's Vehicle While the Employee is Working. Up to 5 License Plate Numbers Can Be Assigned to One Hang Tag

City of Greenville, North Carolina

Meeting Date: 06/27/2022

Title of Item: Ordinance Amending Chapter 7 of Title 11 of the Greenville City Code Entitled Police-Initiated Tow Service Operations and Fees

Explanation: The Police-Initiated Tow Service Operations and Fees Ordinance was last updated in 2007, and this update provides for an increase in rates and regular review for periodic rate increases based on the North Carolina State Highway Patrol's fee schedule.

Police-initiated tows occur when there is an accident or when a vehicle is improperly parked on the City streets or City parking lots. It does not apply to private parking lots; under federal law, a municipality may only regulate rates charged by tow operators if it is a police-initiated tow. Rotational lists are used by the City in lieu of using its own wreckers. There are currently 12 operators on the City of Greenville rotational list.

The rates for the services are defined within the ordinance so that no question might arise as to what charges can be implemented for tow services. Additionally, the Police Department created a wrecker rotational charge sheet that pre-prints charges to create uniformity and make invoicing more simplified.

A copy of the current ordinance with the proposed changes in red is included as an attachment along with a final copy of the proposed amended ordinance.

Fiscal Note: No cost to the City of Greenville

Recommendation: Adopt the proposed ordinance amending Chapter 7 of Title 11 of the Greenville City Code.

ATTACHMENTS

- **COG-#1166413-v1-Marked-Up_Ordinance_Amending_Police-Initiated_Tow_Fees.pdf**
- **COG-#1166433-v1-Ordinance_Amending_Police-Initiated_Tow_Fees.pdf**

ORDINANCE NO. 22-____

AN ORDINANCE AMENDING TITLE 11, CHAPTER 7 OF THE CITY OF GREENVILLE CODE OF ORDINANCES - ESTABLISHING AN INCREASE TO AND REGULAR REVIEW OF THE RATE SCHEDULE FOR POLICE-INITATED TOW SERVICES

WHEREAS, the City of Greenville, North Carolina, by and through its City Council, has heretofore adopted the "Wrecker Service" ordinance currently published in Chapter 7 of Title 11 of the City Code; and

WHEREAS, these amendments are necessary to insure the City's public safety needs are met efficiently and that its citizens' access to and cost to retrieve towed vehicles are reasonable and fair when using private, for-profit wrecker companies to respond to traffic hazards; and

WHEREAS, amendments are also necessary to increase the rates paid to wrecker companies for services performed in response to Wrecker Rotation List dispatch and provide for periodic evaluation of the rate schedule for future updates;

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

Section 1. Title 11, Chapter 7, Section 11-7-9, *Duties of police rotation list tow services,* of the Code of Ordinances, City of Greenville, is hereby amended and said section shall read as follows:

Tow services shall be added to the police rotation list subject to the following conditions:

(A) *Compliance with rate schedule*. In addition to an administrative tow fee payable to the City of Greenville and contained in the city's *Manual of Fees*, tow services shall charge for their services only those fees or costs as are established herein:

(1) The maximum rate for the towing and storage for a vehicle is as follows:

(a) Collision tows:

1. For day, night, weekend and holiday towing a vehicle with a gross weight up to and including 9,000 pounds, the maximum charge is $~~125~~ $280, including Winching - $110; overturned vehicle - $125; and mileage outside the city limits $3.85 per mile.

2. Rates for vehicles in excess of 9,001 pounds shall be at the tow service established rates which have been filed with the Chief of Police or designee.

(b) Non-collision tows:

1. For day, night, weekend and holiday towing a vehicle with a gross weight up to and including 9,000 pounds, the maximum charge is ~~$75~~ $185.

2. Rates for vehicles in excess of 9,001 pounds shall be at the tow service established rates which have been filed with the Chief of Police or designee.

(2) The maximum rate for storage until the owner, operator or other person authorized to take possession of the towed vehicle is as follows:

(a) Less than 24 hours: no charge; and

(b) More than 24 hours: ~~$25~~ $40 per day or any portion of a day thereafter specifically excluding the first 24 hours.

(3) The maximum rates established in subsection (A) of this section shall be a flat fee which shall be inclusive of all towing charges. A towing charge includes any fees for:

(a) Special equipment such as but not limited to a double hook-up, vehicle entry when locked, dropping transmission linkage, axle or drive shaft removal, skates, trailer or flatbed, lift, slim jims, go jacks, removing bumpers, airing up brakes, and mileage;

(b) Time spent on the scene of the tow, including clean up and sweeping if an accident is involved;

(c) Gate fees, and fees for returning to the location where the vehicle is stored in order to release; and

(d) No fee, other than the above enumerated fees for towing and storage or other fees authorized by this chapter shall be assessed as a condition for release of a vehicle to the vehicle owner or authorized driver.

(4) Dollies. A maximum fee of ~~$30~~ $85 may be charged.

(5) Wait time. If the tow operator is required to wait in excess of one-half hour before the operator can initiate tow operations, a wait fee may be charged at the rate of $65 per one-half hour after the first one-half hour, which may not be charged, on scene before tow operations are initiated. Wait time does not include travel to and from the location of the tow. No wait fee may be charged unless on-scene law enforcement verify the wait by initials and badge number.

(6) An additional ~~$25~~ $50 will be charged for release of a vehicle by a tow operator to the owner, operator or other authorized person after 5:00 p.m. and before 8:00 a.m. as defined by day towing operations in this chapter. Collecting and removal of personal property of the owner, operator or authorized person other than during day towing operations as defined in this chapter will incur a charge of ~~$25~~ $50, if the collection and removal occurs at a separate time than release of the vehicle.

(7) Rates in this section shall be regularly reviewed for periodic adjustments and increases based on the North Carolina State Highway Patrol's established schedule of rates for towing services.

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

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

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

This the 27th day of June, 2022.

_____
P.J. Connelly, Mayor

ATTEST:

_____
Valerie P. Shiuwegar, City Clerk

ORDINANCE NO. 22-____

AN ORDINANCE AMENDING TITLE 11, CHAPTER 7 OF THE CITY OF GREENVILLE CODE OF ORDINANCES - ESTABLISHING AN INCREASE TO AND REGULAR REVIEW OF THE RATE SCHEDULE FOR POLICE-INITATED TOW SERVICES

WHEREAS, the City of Greenville, North Carolina, by and through its City Council, has heretofore adopted the "Wrecker Service" ordinance currently published in Chapter 7 of Title 11 of the City Code; and

WHEREAS, these amendments are necessary to insure the City's public safety needs are met efficiently and that its citizens' access to and cost to retrieve towed vehicles are reasonable and fair when using private, for-profit wrecker companies to respond to traffic hazards; and

WHEREAS, amendments are also necessary to increase the rates paid to wrecker companies for services performed in response to Wrecker Rotation List dispatch and provide for periodic evaluation of the rate schedule for future updates;

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

Section 1. Title 11, Chapter 7, Section 11-7-9, *Duties of police rotation list tow services,* of the Code of Ordinances, City of Greenville, is hereby amended and said section shall read as follows:

Tow services shall be added to the police rotation list subject to the following conditions:

(A) *Compliance with rate schedule*. In addition to an administrative tow fee payable to the City of Greenville and contained in the city's *Manual of Fees*, tow services shall charge for their services only those fees or costs as are established herein:

(1) The maximum rate for the towing and storage for a vehicle is as follows:

(a) Collision tows:

1. For day, night, weekend and holiday towing a vehicle with a gross weight up to and including 9,000 pounds, the maximum charge is $280, including Winching -$110; overturned vehicle - $125; and mileage outside the city limits $3.85 per mile.

2. Rates for vehicles in excess of 9,001 pounds shall be at the tow service established rates which have been filed with the Chief of Police or designee.

(b) Non-collision tows:

1. For day, night, weekend and holiday towing a vehicle with a gross weight up to and including 9,000 pounds, the maximum charge is $185.

2. Rates for vehicles in excess of 9,001 pounds shall be at the tow service established rates which have been filed with the Chief of Police or designee.

(2) The maximum rate for storage until the owner, operator or other person authorized to take possession of the towed vehicle is as follows:

(a) Less than 24 hours: no charge; and

(b) More than 24 hours: $40 per day or any portion of a day thereafter specifically excluding the first 24 hours.

(3) The maximum rates established in subsection (A) of this section shall be a flat fee which shall be inclusive of all towing charges. A towing charge includes any fees for:

(a) Special equipment such as but not limited to a double hook-up, vehicle entry when locked, dropping transmission linkage, axle or drive shaft removal, skates, trailer or flatbed, lift, slim jims, go jacks, removing bumpers, airing up brakes, and mileage;

(b) Time spent on the scene of the tow, including clean up and sweeping if an accident is involved;

(c) Gate fees, and fees for returning to the location where the vehicle is stored in order to release; and

(d) No fee, other than the above enumerated fees for towing and storage or other fees authorized by this chapter shall be assessed as a condition for release of a vehicle to the vehicle owner or authorized driver.

(4) Dollies. A maximum fee of $85 may be charged.

(5) Wait time. If the tow operator is required to wait in excess of one-half hour before the operator can initiate tow operations, a wait fee may be charged at the rate of $65 per one-half hour after the first one-half hour, which may not be charged, on scene before tow operations are initiated. Wait time does not include travel to and from the location of the tow. No wait fee may be charged unless on-scene law enforcement verify the wait by initials and badge number.

(6) An additional $50 will be charged for release of a vehicle by a tow operator to the owner, operator or other authorized person after 5:00 p.m. and before 8:00 a.m. as defined by day towing operations in this chapter. Collecting and removal of personal property of the owner, operator or authorized person other than during day towing operations as defined in this chapter will incur a charge of $50, if the collection and removal occurs at a separate time than release of the vehicle.

(7) Rates in this section shall be regularly reviewed for periodic adjustments and increases based on the North Carolina State Highway Patrol's established schedule of rates for towing services.

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

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

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

This the 27th day of June, 2022.

_____
P.J. Connelly, Mayor

ATTEST:

_____
Valerie P. Shiuwegar, City Clerk

#1166433

City of Greenville, North Carolina

Meeting Date: 06/27/2022

Title of Item: Budget Ordinance Amendment #12 to the 2021-22 City of Greenville Budget (Ordinance #21-035), the Capital Projects Funds (Ordinance #17-024), and the Engineering Capital Projects Fund (Ordinance #20-019)

Explanation: Attached for consideration at the June 27, 2022 City Council meeting is an ordinance amending the 2021-22 City of Greenville Budget (Ordinance #21-035), the Capital Projects Funds (Ordinance #17-024), and the Engineering Capital Projects Fund (Ordinance #20-019).

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

Item	Justification	Funds Amended	Net Adjustment
A	To revise the current year ordinance to property reflect year-end spending.	General Fund	$75,000
B	Recognize funds received for Grant within the Housing Fund for NCDEQ Energy Efficiency Grant Program.	Housing	$105,000
C	Appropriate beginning of year transfers for Pavement Management Program and Street Lights & Cameras.	Engineering Capital Projects PW Capital Projects	$3,125,000

D	To appropriate excess sales tax revenue in the General Fund and transfer to the Public Works Capital Project Fund for additional parking deck security gate improvements.	General Fund Public Capital Projects	$40,000
E	To appropriate excess Recreation & Parks revenue for emergency HVAC repairs at Eppes Recreation Center.	General Fund	$100,000

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

Fund	2021-22 Original Budget	Amendment #12	2021-22 Budget per Amendment #12
General	$95,024,773	$215,000	$95,239,773
Debt Service	7,012,030	-	7,012,030
Public Transportation (Transit)	3,490,375	-	3,490,375
Fleet Maintenance	5,738,888	-	5,738,888
Sanitation	8,200,307	-	8,200,307
Stormwater	9,564,890	-	9,564,890
Housing	1,973,978	105,000	2,078,978
Health Insurance	14,258,648	-	14,258,648
Vehicle Replacement	7,258,784	-	7,258,784
Facilities Improvement	1,950,546	-	1,950,546
Recreation & Parks Capital Projects	14,785,556	-	14,785,556
Public Works Capital Projects	57,662,391	290,000	57,952,391
ARPA Fund	24,689,311	-	24,689,311
Engineering Capital Projects	27,723,213	2,800,000	30,523,213
Occupancy Tax	3,681,128	-	3,681,128
Special Revenue Grants	12,429,379	-	12,429,379
Donations	432,687	-	432,687
Community Development Capital Projects	19,254,227	-	19,254,227
Fire/Rescue Capital Projects	7,494,528	-	7,494,528

Recommendation: Approve Budget Ordinance Amendment #12 to the 2021-22 City of Greenville Budget (Ordinance #21-035), the Capital Projects Funds (Ordinance #17-024), and the Engineering Capital Projects Fund (Ordinance #20-019).

ATTACHMENTS

BA 12 Final.xlsx

ORDINANCE NO. 22-
CITY OF GREENVILLE, NORTH CAROLINA
Ordinance (#12) Amending the 2021-22 Budget (Ordinance #21-035), the Engineering Capital Projects Fund (Ordinance #20-019), and the Capital Projects Funds (Ordinance #17-024)

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

Section I: Estimated Revenues and Appropriations. General Fund, of Ordinance #21-035 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	Budget Amendment #12					
	2021-22 Revised Budget	A.	D.	E.	Total Amend #12	2021-22 Budget per Amend #12
ESTIMATED REVENUES						
Property Tax	$ 36,938,258	$ -	$ -	$ -	$ -	$ 36,938,258
Sales Tax	24,159,244	75,000	40,000	-	115,000	24,274,244
Video Prog. & Telecom. Service Tax	783,083	-	-	-	-	783,083
Rental Vehicle Gross Receipts	170,995	-	-	-	-	170,995
Utilities Franchise Tax	6,700,000	-	-	-	-	6,700,000
Motor Vehicle Tax	1,734,556	-	-	-	-	1,734,556
Other Unrestricted Intergov't	877,968	-	-	-	-	877,968
Powell Bill	2,123,924	-	-	-	-	2,123,924
Restricted Intergov't Revenues	1,006,200	-	-	-	-	1,006,200
Licenses, Permits and Fees	4,795,521	-	-	100,000	100,000	4,895,521
Rescue Service Transport	3,200,000	-	-	-	-	3,200,000
Parking Violation Penalties, Leases,	150,000	-	-	-	-	150,000
Other Sales & Services	314,868	-	-	-	-	314,868
Other Revenues	762,603	-	-	-	-	762,603
Interest on Investments	744,389	-	-	-	-	744,389
Transfers In GUC	6,579,431	-	-	-	-	6,579,431
Appropriated Fund Balance	3,865,910	-	-	-	-	3,865,910
Transfer from Debt Service	40,786	-	-	-	-	40,786
Transfer from Capital Project Fund	77,037	-	-	-	-	77,037
Total Revenues	$ 95,024,773	$ 75,000	$ 40,000	$ 100,000	$ 215,000	$ 95,239,773
APPROPRIATIONS						
Mayor/City Council	$ 506,207	$ 70,000	$ -	$ -	$ 70,000	$ 576,207
City Manager	3,112,168	(22,000)	-	-	(22,000)	3,090,168
City Clerk	322,565	-	-	-	-	322,565
City Attorney	696,989	-	-	-	-	696,989
Human Resources	3,273,986	75,000	-	-	75,000	3,348,986
Information Technology	3,282,171	-	-	-	-	3,282,171
Engineering	4,901,989	-	-	-	-	4,901,989
Fire/Rescue	17,230,171	-	-	-	-	17,230,171
Financial Services	2,864,736	-	-	-	-	2,864,736
Recreation & Parks	7,626,446	(50,000)	-	100,000	50,000	7,676,446
Police	28,045,726	-	-	-	-	28,045,726
Public Works	7,167,838	-	-	-	-	7,167,838
Planning & Development	3,312,194	2,000	-	-	2,000	3,314,194
OPEB	600,000	-	-	-	-	600,000
Contingency	10,000	-	-	-	-	10,000
Indirect Cost Reimbursement	(1,950,887)	-	-	-	-	(1,950,887)
Total Appropriations	$ 81,002,299	$ 75,000	$ -	$ 100,000	$ 175,000	$ 81,177,299
OTHER FINANCING SOURCES						
Transfers to Other Funds	$ 14,022,474	$ -	$ 40,000	$ -	$ 40,000	$ 14,062,474
Total Other Financing Sources	$ 14,022,474	$ -	$ 40,000	$ -	$ 40,000	$ 14,062,474
Total Approp & Other Fin Sources	$ 95,024,773	$ 75,000	$ 40,000	$ 100,000	$ 215,000	$ 95,239,773

Section II: 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:

	2021-22 Revised Budget	C.	D.	Total Amend #12	2021-22 Budget per Amend #12
ESTIMATED REVENUES					
Occupancy Tax	$ 422,610	$ -	$ -	$ -	$ 422,610
Transfers from Other Funds	21,467,736	250,000	40,000	290,000	21,757,736
Other Income	2,731,245	-	-	-	2,731,245
Spec Fed/State/Loc Grant	24,698,934	-	-	-	24,698,934
Bond Proceeds	6,200,000	-	-	-	6,200,000
Appropriated Fund Balance	2,141,866	-	-	-	2,141,866
Total Revenues	$ 57,662,391	$ 250,000	$ 40,000	$ 290,000	$ 57,952,391
APPROPRIATIONS					
Stantonsburg Rd./10th St Con Project	$ 6,194,950	$ -	$ -	$ -	$ 6,194,950
Computerized Traffic Signal System	8,883,151	-	-	-	8,883,151
Sidewalk Development Project	931,287	-	-	-	931,287
GTAC Project	9,336,917	-	-	-	9,336,917
Energy Efficiency Project	777,600	-	-	-	777,600
King George Bridge Project	1,341,089	-	-	-	1,341,089
Energy Savings Equipment Project	2,591,373	-	-	-	2,591,373
Convention Center Expansion Project	4,718,000	-	-	-	4,718,000
Pedestrian Improvement Project	210,761	-	-	-	210,761
Street Lights & Cameras	1,751,225	250,000	-	250,000	2,001,225
F/R Station 3 Parking Lot	139,551	-	-	-	139,551
F/R Station 2 Bay Expansion	244,655	-	-	-	244,655
Parking Lot Enhancements	26,903	-	-	-	26,903
Street Improvements Project	14,282,805	-	-	-	14,282,805
Safe Routes to School	1,409,463	-	-	-	1,409,463
Imperial Demolition	238,464	-	-	-	238,464
Parking Deck Safety Improvements	135,000	-	40,000	40,000	175,000
Salt/Sand Storage Facility	185,000	-	-	-	185,000
Emerald Loop Lighting Upgrades	200,000	-	-	-	200,000
Transfer to Other Funds	1,866,866	-	-	-	1,866,866
Transfer to General Fund	614,764	-	-	-	614,764
Transfer to Street Improvement	1,002,567	-	-	-	1,002,567
Transfer to Recreation & Parks Capital	30,000	-	-	-	30,000
Transfer to Facilities Improvement	300,000	-	-	-	300,000
Transfer to IT Capital Projects Fund	250,000	-	-	-	250,000
Total Appropriations	$ 57,662,391	$ 250,000	$ 40,000	$ 290,000	$ 57,952,391

Section III: 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:

	2021-22 Revised Budget	C.	Total Amend #12	2021-22 Budget per Amend #12
ESTIMATED REVENUES				
Special Fed/State/Loc Grant	$ 15,000,000	$ -	$ -	$ 15,000,000
Transfer from Capital Reserve	2,016,882	-	-	2,016,882
Transfer from Street Improvement Bond Fund	2,555,921	-	-	2,555,921
Transfer from Other Funds	614,253	-	-	614,253
Other In-kind Contributions	1,170,000	-	-	1,170,000
Transfer from General Fund	6,366,157	2,800,000	2,800,000	9,166,157
Total Revenues	$ 27,723,213	$ 2,800,000	$ 2,800,000	$ 30,523,213
APPROPRIATIONS				
BUILD	$ 24,000,000	$ -	$ -	$ 24,000,000
Pavement Management Program	2,800,000	2,800,000	2,800,000	5,600,000
Employee Parking Lot	923,213	-	-	923,213
Total Appropriations	$ 27,723,213	$ 2,800,000	$ 2,800,000	$ 30,523,213

Section IV: Estimated Revenues and Appropriations. Housing Fund, of Ordinance #21-035 is hereby amended by increasing estimated revenues and appropriations in the amount indicated:

	2021-22 Revised Budget	B.	Total Amend #12	2021-22 Budget per Amend #12
ESTIMATED REVENUES				
CDBG Grant Income	$ 1,007,445	$ -	$ -	$ 1,007,445
HOME Grant Income	548,644	-	-	548,644
Program Income	89,194	-	-	89,194
Spec Fed/State/Loc Grant	-	105,000	105,000	105,000
Transfer from General Fund	328,695	-	-	328,695
Total Revenues	$ 1,973,978		$ 105,000	$ 2,078,978
APPROPRIATIONS				
Personnel	$ 536,047	$ -	$ -	$ 536,047
Operating	1,437,931	-	-	1,437,931
NCDEQ Grant	-	105,000	105,000	105,000
Total Appropriations	$ 1,973,978	$ 105,000	$ 105,000	$ 2,078,978

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

Adopted this 27th day of June, 2022

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P. J. Connelly, Mayor

ATTEST:

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Valerie P. Shiuwegar, City Clerk