



Agenda

Greenville City Council

March 17, 2016
6:00 PM
City Council Chambers
200 West Fifth Street

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

I. Call Meeting To Order

II. Invocation - Council Member Glover

III. Pledge of Allegiance

IV. Roll Call

V. Approval of Agenda

- **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.

VI. Special Recognitions

- Girl Scouts
- North Carolina Theatre Conference (NCTC) Community Theatre Award to Magnolia Arts Center
- Safety Records of Streets, Traffic, and Engineering Divisions of the Public Works Department

VII. Appointments

1. Appointments to Boards and Commissions

VIII. New Business

Public Hearings

2. Ordinance to annex Covington Downe, Block G, Lot 15 involving 2.00 acres located 600+/- feet west of East Arlington Boulevard and 200+/- feet north of East Fire Tower Road.
3. Ordinance to annex Fire Tower Commercial Village, Lot 4 involving 1.2112 acres located at the terminus of Humber Drive
4. Ordinance to annex Tucker Commercial Park, Lot 9 involving 5.468 acres located along a portion of the southern right-of-way of Whitley Drive and 300+/- feet east of South Memorial Drive
5. Ordinance to annex William E. Dansey, Jr. Heirs, Lot 5 involving 1.503 acres located at the southeastern corner of the intersection of East Arlington Boulevard and Mulberry Lane
6. Approval of Uptown Theatre Project Letter of Intent between the Greenville Redevelopment Commission and Community Smith, LLC

Other Items of Business

7. Order Authorizing a \$10,500,000 General Obligation Refunding Bond and Related Resolutions for the refunding of the City of Greenville's General Obligation Bonds, Series 2003 and 2006
8. Resolutions Establishing 2016 State Legislative Initiatives

IX. City Manager's Report

X. Comments from Mayor and City Council

XI. Adjournment



City of Greenville, North Carolina

Meeting Date: 3/17/2016
Time: 6:00 PM

Title of Item: Appointments to Boards and Commissions

Explanation: **Abstract:** The City Council fills vacancies and makes reappointments to the City's boards and commissions. Appointments are scheduled to be made to eight of the boards and commissions.

Explanation: City Council appointments need to be made to the Affordable Housing Loan Committee, Community Appearance Commission, Environmental Advisory Commission, Historic Preservation Commission, Human Relations Council, Investment Advisory Committee, Public Transportation & Parking Commission, and Youth Council.

Fiscal Note: No direct fiscal impact.

Recommendation: Make appointments to the Affordable Housing Loan Committee, Community Appearance Commission, Environmental Advisory Commission, Historic Preservation Commission, Human Relations Council, Investment Advisory Committee, Public Transportation & Parking Commission, and Youth Council.

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

[Muni_Report_2015_Appointments_to_Boards_and_Commissions_998631](#)

Appointments to Boards and Commissions

March 2016

Affordable Housing Loan Committee

Council Liaison: Council Member Calvin Mercer

Name	District #	Current Term	Reappointment Status	Expiration Date
Howard Conner	4	Second term	Ineligible	Feb. 2016

Community Appearance Commission

Council Liaison: Council Member McLean Godley

Name	District #	Current Term	Reappointment Status	Expiration Date
Sharon Gray	3	First term	Resigned	July 2018

Environmental Advisory Commission

Council Liaison: Council Member McLean Godley

Name	District #	Current Term	Reappointment Status	Expiration Date
David Kimmel <i>(Educator of the Natural or Physical Sciences/Physician)</i>	5	First term	Resigned	April 2016
Ernest Larkin <i>(Lawyer or Other Person with Knowledge or Environmental Regulations/Safety Practices)</i>	3	First term	Resigned	April 2018

Historic Preservation Commission

Council Liaison: Mayor Pro Tem Kandie Smith

Name	District #	Current Term	Reappointment Status	Expiration Date
Brittany Whitney	5	Filling unexpired term	Resigned	January 2017

Human Relations Council

Council Liaison: Council Member Rose Glover

Name	District #	Current Term	Reappointment Status	Expiration Date
Inez Dudley	2	First term	Resigned	Sept. 2017
Maurice Whitehurst <i>(Pitt Community College)</i>	2	Second term	Did not meet attendance Requirement	Oct. 2015

Investment Advisory Committee

Council Liaison: Council Member PJ Connelly

Name	District #	Current Term	Reappointment Status	Expiration Date
Tilwanda Steinberg	1	Second term	Resigned	October 2017

Public Transportation & Parking Commission

Council Liaison: Council Member Rick Smiley

Name	District #	Current Term	Reappointment Status	Expiration Date
W. Scott Alford	4	Filling unexpired term	Resigned	January 2016

Youth Council

Council Liaison: Council Member Calvin Mercer

Name	District #	Current Term	Reappointment Status	Expiration Date
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11 Available Spots

Applicants for Affordable Housing Loan Committee

Godfrey G. Bell
PO Box 91 - 300 Memorial Drive
Greenville, NC 27835

Application Date: 6/20/2013

District #: 1

Home Phone: (252) 916-6381

Business Phone:

Email: gbellsrl@earthlink.net

David Campbell
346 Haven Drive Unit X2
Greenville, NC 27834

Application Date: 7/5/2015

District #: 2

Home Phone: (910) 258-3710

Business Phone: (252) 558-2887

Email: drdc1135@gmail.com

Crystal M Kuegel
1200 B Glen Arthur Avenue
Greenville, NC 28540

Application Date: 2/23/2015

District #: 4

Home Phone: (252) 885-9245

Business Phone: (252) 885-9245

Email: crystal.kuegel@gmail.com

Terri Williams
PO Box 3109
Greenville, NC 27836

Application Date: 11/20/2013

District #: 4

Home Phone: (252) 756-9346

Business Phone: (252) 756-3500

Email: twilliams110@suddenlink.net

Applicants for Community Appearance Commission

Elizabeth Ann Blanck
113 G Brownlea Drive
Greenville, NC 27858

Application Date: 1/18/2016

Home Phone: (305) 972-2378

Business Phone:

Email: Liz.seda@gmail.com

District #: 3

Applicants for Environmental Advisory Commission

Orrin Allen Beasley
3601 Live Oak Lane
Greenville, NC 27858

Application Date: 12/8/2015

District #: 5

Home Phone: (252) 216-6099
Business Phone: (252) 216-6099
Email: oab0119@gmail.com

Elaine U. Brestel
106 Christenbury Drive
Greenville, NC 27858

Application Date: 1/21/2014

District #: 4

Home Phone: (252) 752-2255
Business Phone:
Email: ebrestel@suddenlink.net

Sherryl Gregory
1303 E. 10th Street Apt N
Greenville, NC 27858

Application Date: 2/3/2014

District #:

Home Phone: (252) 559-9049
Business Phone:
Email:

Wendy Klein
318 Rutledge Road
Greenville, NC 27858

Application Date: 2/10/2014

District #: 4

Home Phone: (252) 329-7005
Business Phone: (252) 902-9005
Email: wakspg1@suddenlink.net

Matthew Mellis
529 Spring Forest Road Apt. H
Greenville, NC

Application Date: 3/6/2014

District #: 1

Home Phone: (252) 702-3429
Business Phone: (252) 752-5938
Email: mellism@pitt.k12.nc.us

Applicants for Historic Preservation Commission

Jamitress Bowden
111 Brownlea Drive Apt. O
Greenville, NC 27858

Application Date: 8/8/2014

District #: 3

Justin Edwards
905 E. 5th Street
Greenville, NC 27858

Home Phone:
Business Phone:
Email: jamitressbowden@gmail.com

Application Date: 2/12/2016

Home Phone: (252) 717-3232
Business Phone:

Applicants for Human Relations Council

Crystal M Kuegel
1200 B Glen Arthur Avenue
Greenville, NC 28540

District #: 4

Application Date: 2/23/2015

Home Phone: (252) 885-9245
Business Phone: (252) 885-9245
Email: crystal.kuegel@gmail.com

Deborah J. Monroe
1308 Old Village Road
Greenville, NC 27834

District #: 1

Application Date: 1/15/2015

Home Phone: (252) 714-0969
Business Phone:
Email: debj.monroe@gmail.com

Bridget Moore
4128A Bridge Court
Winterville, NC 28590

District #: 5

Application Date: 8/28/2014

Home Phone: (252) 355-7377
Business Phone: (252) 355-0000
Email: bmoore2004@netzero.com

Travis Williams
3408 Evans Street Apt. E
Greenville, NC 27834

District #: 5

Application Date:

Home Phone: (252) 412-4584
Business Phone:
Email:

Applicants for Investment Advisory Committee

None.

Applicants for Public Transportation and Parking Commission

Richard Malloy Barnes
206 South Elm Street, Apt. N
Greenville, NC 27858

Application Date: 12/10/2014

District #: 3

Home Phone: (252) 752-5278
Business Phone:
Email: kiltedmile@aol.com

Elizabeth Ann Blanck
113 G Brownlea Drive
Greenville, NC 27858

Application Date: 1/18/2016

District #: 3

Home Phone: (305) 972-2378
Business Phone:
Email: Liz.seda@gmail.com

Youth Council

Makayla Harris
508 Channel Drive
Winterville, NC 28590
South Central High School
CandidateType: Student

Application Date: 2/15/2016



City of Greenville, North Carolina

Meeting Date: 3/17/2016
Time: 6:00 PM

Title of Item: Ordinance to annex Covington Downe, Block G, Lot 15 involving 2.00 acres located 600+/- feet west of East Arlington Boulevard and 200+/- feet north of East Fire Tower Road.

Explanation: **Abstract:** The City received a voluntary annexation petition to annex Covington Downe, Block G, Lot 15 involving 2.00 acres located 600+/- feet west of East Arlington Boulevard and 200+/- feet north of East Fire Tower Road. The subject area is currently undeveloped and is anticipated to accommodate 17,000+/- square feet of restaurant/commercial space.

ANNEXATION PROFILE

A. SCHEDULE

1. Advertising date: March 7, 2016
2. City Council public hearing date: March 17, 2016
3. Effective date: June 30, 2016

B. CHARACTERISTICS

1. Relation to Primary City Limits: Contiguous
2. Relation to Recognized Industrial Area: Outside
3. Acreage: 2.00
4. Voting Districts: 5
5. Township: Winterville
6. Vision Area: D

- 7. Zoning: CG (General Commercial)
- 8. Land Use: Existing: Vacant
Anticipated: 17,000+/- square feet of restaurant/
commercial space
- 9. Population:

	Formula	Number of People
Total Current	-----	0
Estimated at full development	-----	0
Current Minority	-----	0
Estimated Minority at full development	-----	0
Current White	-----	0
Estimated White at full development	-----	0

* - 2.2 people per household in Greenville

- 10. Rural Fire Tax District: Rural Winterville
- 11. Greenville Fire District: Station #3 (Distance of 2.5 miles)
- 12. Present Tax Value: \$345,312
Estimated Future Tax Value: \$2,045,312

Fiscal Note: The total estimated tax value at full development is \$2,045,312

Recommendation: Approve the attached ordinance to annex Covengton Downe, Block G, Lot 15

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

-  [Survey](#)
-  [Ordinance Covengton Downe Blk G Lot 15 1022611](#)

ORDINANCE NO. 16-
AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF
THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, the City Council of the City of Greenville has been petitioned under G.S. 160A-31, as amended, to annex the area described herein; and

WHEREAS, the City Council has directed the City Clerk to investigate the sufficiency of said petition; and

WHEREAS, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at City Hall at 6:00 p.m. on the 17th day of March, 2016, after due notice by publication in The Daily Reflector on the 7th day of March, 2016; and

WHEREAS, the City Council does hereby find as a fact that said petition meets the requirements of G. S. 160A-31, as amended.

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

Section 1. That by virtue of the authority vested in the City Council of the City of Greenville, North Carolina, under G. S. 160A-31, as amended, the following described contiguous territory is annexed:

TO WIT: Being all of that certain property as shown on the annexation map entitled "Covengton Downe, Block G, Lot 15" involving 2.00 acres as prepared by Coastal Carolina Surveyors, PLLC.

LOCATION: Lying and being situated in Winterville Township, Pitt County, North Carolina, located 600+/- feet west of East Arlington Boulevard and 200+/- feet north of East Fire Tower Road.

GENERAL DESCRIPTION:

This certain tract or parcel of land situated, lying and being in the Winterville Township, Pitt County, North Carolina and being more particularly described as follows:

Beginning at an iron pipe set in the western boundary line of D.B. 3240, Pg. 646 and being further located from NCGSM "Worship", N= 666,204.10 feet and E= 2,490,197.73 feet - S 65 56 07 W – 2267.66 feet to the point of beginning so located; thence S 11 54 31 E – 235.59 feet to an iron pipe set; thence with the centerline of a 24 foot ingress/egress easement, D.B. 3242, Pg. 271, S 78 04 40 W – 71.17 feet to an iron pipe set, with a curve to the left with a radius of 300 feet, length of curve of 106.54 feet and cord bearing and distance of S 67 54 15 W – 105.98 feet to an iron pipe set; thence S 57 43 51 W – 67.20 feet to an iron pipe set; thence with a curve to the right with a radius of 300 feet, length of curve of 101.91 feet and cord bearing and distance of S 67 27 42 W – 101.42 feet to an iron pipe set; thence S 77 11 33 W – 73.54 feet to an iron pipe set; thence with the centerline of Bloomsbury Drive N 11 54 50 W - 21.71 feet to an existing iron pipe; thence N 77 12 04 E – 56.94 feet to an existing iron pipe; thence N 0 53 22 W – 219.04 feet to an existing iron pipe; thence N 21 41 33 W – 60.89 feet to an iron pipe set; thence N 78 05 29 E – 323.24 feet to the place and point of beginning containing 2.00 acres approximately, being a portion of the tract of the land described in Deed Book 194, Page 186 in the Pitt County Registry.

Section 2. Territory annexed to the City of Greenville by this ordinance shall, pursuant to the terms of G. S. 160A-23, be annexed into Greenville municipal election district five. The City Clerk, City Engineer, representatives of the Board of Elections, and any other person having responsibility or charge of official maps or documents shall amend those maps or documents to reflect the annexation of this territory into municipal election district five.

Section 3. The territory annexed and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Greenville and shall be entitled to the same privileges and benefits as other territory now within the City of Greenville. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

Section 4. The Mayor of the City of Greenville, North Carolina, shall cause a copy of the map of the territory annexed by this ordinance and a certified copy of this ordinance to be recorded in the office of the Register of Deeds of Pitt County and in the Office of the Secretary of State in Raleigh, North Carolina. Such a map shall also be delivered to the Pitt County Board of Elections as required by G.S. 163-288.1.

Section 5. This annexation shall take effect from and after the 30th day of June, 2016.

ADOPTED this 17th day of March, 2016.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

NORTH CAROLINA
PITT COUNTY

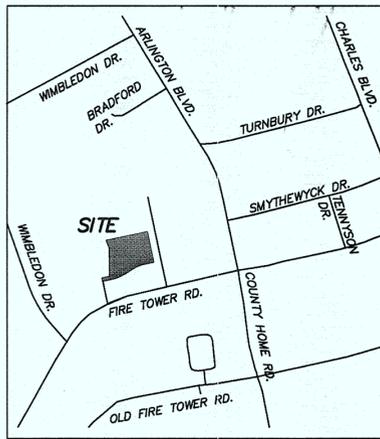
I, _____, a Notary Public for said County and State, certify that Carol L. Barwick personally came before me this day and acknowledged that she is the City Clerk of the City of Greenville, a municipality, and that by authority duly given and as the act of the municipality, the foregoing instrument was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

WITNESS my hand and official seal this ____ day of _____, 2016.

Notary Public

My Commission Expires: _____

Doc. #1022611



VICINITY MAP
1"=1000'

SURVEY NOTES

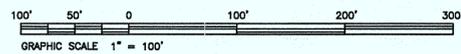
1. ALL DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS UNLESS SHOWN OTHERWISE.
2. LOT AREAS CALCULATED BY COORDINATE GEOMETRY.
3. THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. REF: FIRM 3720468600K, DATED: 07/07/2014.
4. PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS OF WAY, AND RESTRICTIVE COVENANTS WHICH MAY BE OF RECORD.
5. THIS SURVEY PERFORMED WITHOUT BENEFIT OF A TITLE REPORT.
6. REFERENCE: DB 3051, PG 334
DB 194, PG 186
MB 50, PG 29
MB 78, PG 4

LEGEND:

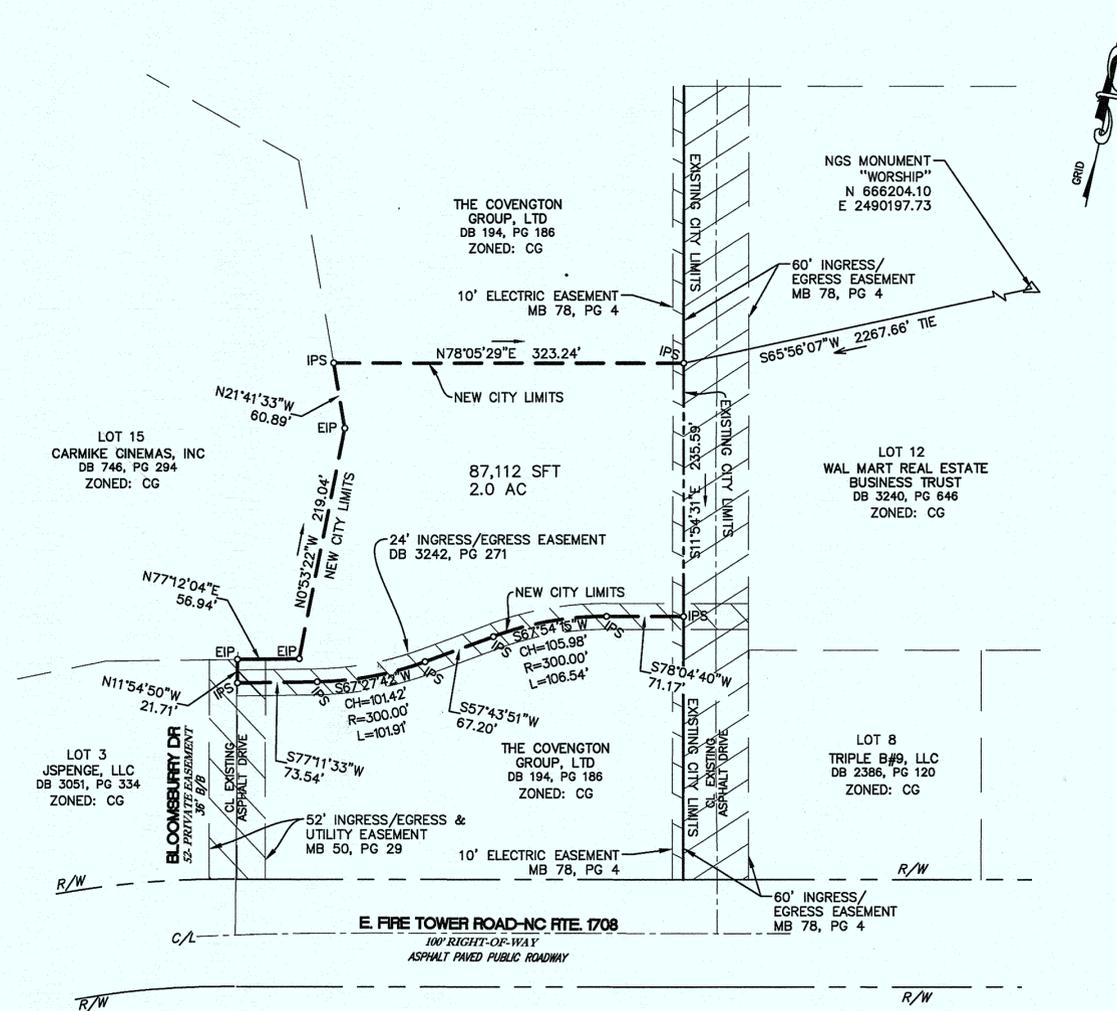
- C/L CENTERLINE
- DB DEED BOOK
- EIP EXISTING IRON PIPE
- IPS IRON POINT SET
- MB MAP BOOK
- MNS MAG NAIL SET
- NTS NOT TO SCALE
- NPS NO POINT SET
- PG PAGE
- R/W RIGHT OF WAY

LINE LEGEND

- NEW CITY LIMIT LINE = - - - - -
- OLD CITY LIMIT LINE = - - - - -
- CITY LIMIT LINE = - - - - -



Attachment number 2
Page 1 of 1



CERTIFICATION

I, KENNETH L. BIGGS, SR., CERTIFY THAT UNDER MY DIRECTION AND SUPERVISION, THIS MAP WAS DRAWN FROM AN ACTUAL FIELD SURVEY MADE BY ME THAT THE RATIO OF PRECISION AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10,000. THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM DEED INFORMATION THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

WITNESS MY HAND AND SEAL THIS _____ DAY OF _____ 2016.

SIGNED: *[Signature]*
REGISTRATION NO. L-3110

NORTH CAROLINA, PITT COUNTY
I, A NOTARY PUBLIC OF THE COUNTY AND STATE AFORESAID, CERTIFY THAT KENNETH L. BIGGS, SR., A PROFESSIONAL LAND SURVEYOR, PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT.

WITNESS MY HAND AND SEAL THIS _____ DAY OF _____

NOTARY PUBLIC _____
MY COMMISSION EXPIRES: / /

NORTH CAROLINA, PITT COUNTY
THE FOREGOING CERTIFICATE OF _____ IS CERTIFIED TO BE CORRECT. FILED FOR REGISTRATION THIS _____ DAY OF _____ AT _____ O'CLOCK _____ M. REGISTER OF DEEDS.
BY _____ DEPUTY REGISTER OF DEEDS

REVISION NOTE: ADD BLOCK AND LOT NUMBER. - 02/24/16

MAP SHOWING AREA ANNEXED BY
THE CITY OF GREENVILLE, N.C
(EFFECTIVE DATE _____ ORDINANCE # _____ AREA 2.0 AC)
WINTERVILLE TOWNSHIP, PITT COUNTY, N.C.

COVENTON DOWNE SUBDIVISION
BLOCK G LOT 15
BEING PITT COUNTY TAX PARCEL 33117, NC PIN 4686759429,
AS RECORDED IN DEED BOOK 194, PAGE 186 OF THE PITT COUNTY REGISTRY
GREENVILLE, WINTERVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA

COASTAL CAROLINA SURVEYORS, PLLC
LAND SURVEYORS
PO BOX 2768, WINTERVILLE, NC 28590
CELL (252) 702-1427
OFFICE/FAX (252) 321-6236
kenbiggs1@yahoo.com
P-0790

SURVEYED: KB APPROVED: KB
DRAWN: CT DATE: 1/28/16
CHECKED: KB SCALE: 1" = 100'

MAP NO.	PLATS RECORDED	MAP BOOK	PAGE
	N/A		

Item # 2



City of Greenville, North Carolina

Meeting Date: 3/17/2016
Time: 6:00 PM

Title of Item: Ordinance to annex Fire Tower Commercial Village, Lot 4 involving 1.2112 acres located at the terminus of Humber Drive

Explanation: **Abstract:** The City received a voluntary annexation petition to annex Fire Tower Commercial Village, Lot 4 involving 1.2112 acres located at the terminus of Humber Drive. The subject area is currently undeveloped and is anticipated to accommodate 10,450+/- square feet of commercial space.

ANNEXATION PROFILE

A. SCHEDULE

1. Advertising date: March 7, 2016
2. City Council public hearing date: March 17, 2016
3. Effective date: June 30, 2016

B. CHARACTERISTICS

1. Relation to Primary City Limits: Contiguous
2. Relation to Recognized Industrial Area: Outside
3. Acreage: 1.2112
4. Voting Districts: 5
5. Township: Winterville
6. Vision Area: E
7. Zoning: CG (General Commercial)

- 8. Land Use: Existing: Vacant
Anticipated: 10,450+/- square feet of commercial space
- 9. Population:

	Formula	Number of People
Total Current	-----	0
Estimated at full development	-----	0
Current Minority	-----	0
Estimated Minority at full development	-----	0
Current White	-----	0
Estimated White at full development	-----	0

* - 2.2 people per household in Greenville

- 10. Rural Fire Tax District: Rural Winterville
- 11. Greenville Fire District: Station #5 (Distance of 4.0 miles)
- 12. Present Tax Value: \$553,977
Estimated Future Tax Value: \$1,598,977

Fiscal Note: The total estimated tax value at full development is \$1,598,977.

Recommendation: Approve the attached ordinance to annex Fire Tower Commercial Village, Lot 4

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

- [Survey](#)
- [Ordinance Fire Tower Village Lot 4 Annex 1022595](#)

ORDINANCE NO. 16-
AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF
THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, the City Council of the City of Greenville has been petitioned under G.S. 160A-31, as amended, to annex the area described herein; and

WHEREAS, the City Council has directed the City Clerk to investigate the sufficiency of said petition; and

WHEREAS, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at City Hall at 6:00 p.m. on the 17th day of March, 2016, after due notice by publication in The Daily Reflector on the 7th day of March, 2016; and

WHEREAS, the City Council does hereby find as a fact that said petition meets the requirements of G. S. 160A-31, as amended.

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

Section 1. That by virtue of the authority vested in the City Council of the City of Greenville, North Carolina, under G. S. 160A-31, as amended, the following described contiguous territory is annexed:

TO WIT: Being all of that certain property as shown on the annexation map entitled "Fire Tower Commercial Village, Lot 4" involving 1.2112 acres as prepared by Malpass & Associates.

LOCATION: Lying and being situated in Winterville Township, Pitt County, North Carolina, located at the current terminus of Humber Drive.

GENERAL DESCRIPTION:

Lying and being situate in Winterville Township, Pitt County, North Carolina and being more particularly described as follows:

Beginning at the southeast corner of Fire Tower Commercial Village Lot 8 as recorded in map book 75 page 142 of the Pitt County Registry said point being located N 01-40-00 W – 313.61’, thence N 88-20-00 E – 300.00’ from the northeast intersection of NCSR 1708 -Fire Tower Road and NC Hwy 11 – Memorial Drive, thence from said point of beginning N 88-20-00 E – 351.07’, thence S 09-08-26 W – 163.58’, thence N 87-43-32 W – 153.53’, thence S 02-16-28 W – 8.32’, thence S 88-20-00 W – 166.66’, thence N 01-40-00 W – 158.43’ to the point of beginning containing **1.2112 acres**.

Section 2. Territory annexed to the City of Greenville by this ordinance shall, pursuant to the terms of G. S. 160A-23, be annexed into Greenville municipal election district five. The City Clerk, City Engineer, representatives of the Board of Elections, and any other person having responsibility or charge of official maps or documents shall amend those maps or documents to reflect the annexation of this territory into municipal election district five.

Section 3. The territory annexed and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Greenville and shall be entitled to the same privileges and benefits as other territory now within the City of Greenville. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

Section 4. The Mayor of the City of Greenville, North Carolina, shall cause a copy of the map of the territory annexed by this ordinance and a certified copy of this ordinance to be recorded in the office of the Register of Deeds of Pitt County and in the Office of the Secretary of State in Raleigh, North Carolina. Such a map shall also be delivered to the Pitt County Board of Elections as required by G.S. 163-288.1.

Section 5. This annexation shall take effect from and after the 30th day of June, 2016.

ADOPTED this 17th day of March, 2016.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

NORTH CAROLINA
PITT COUNTY

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

WITNESS my hand and official seal this ____ day of _____, 2016.

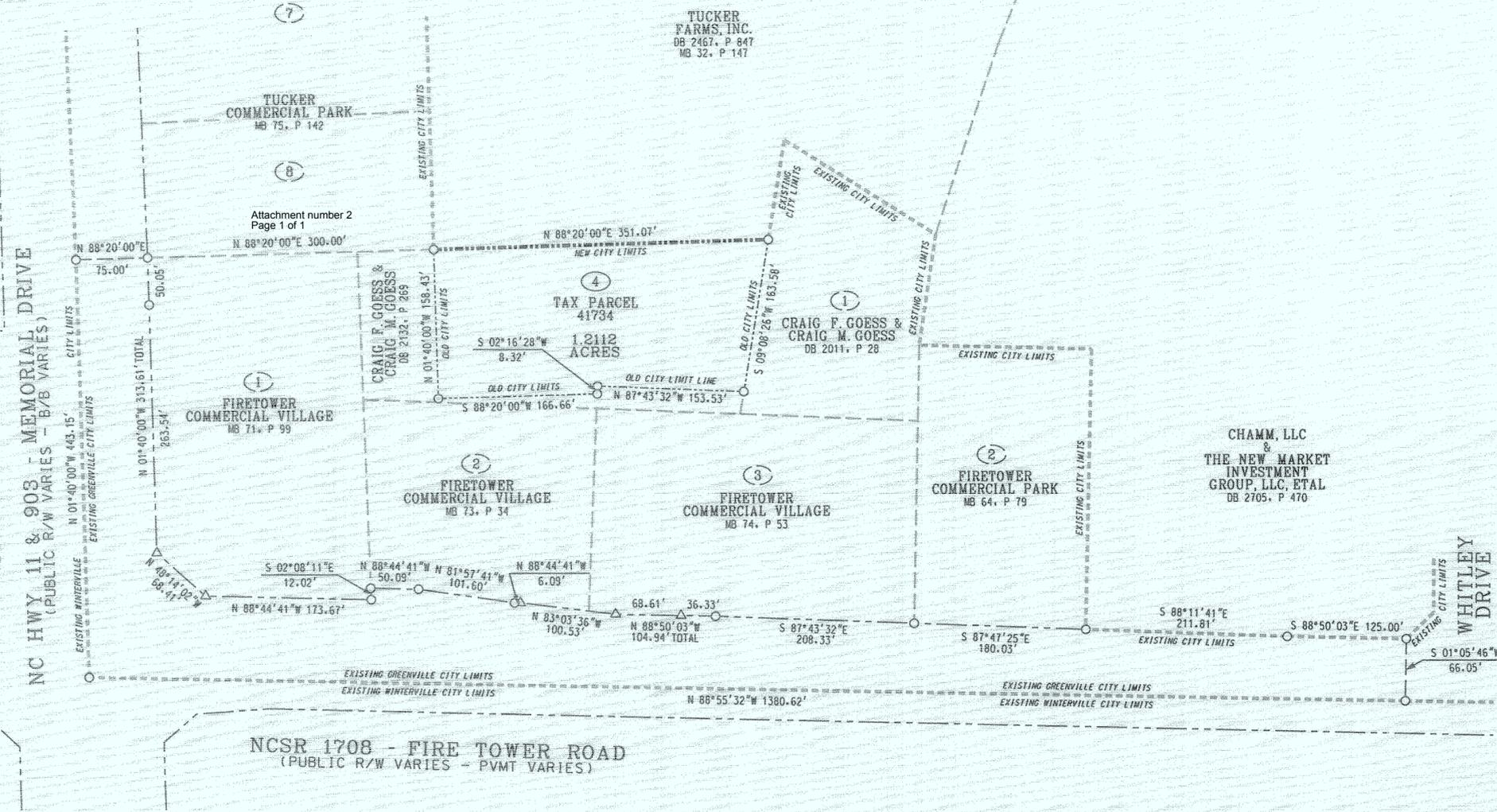
Notary Public

My Commission Expires: _____

Doc. #1022595



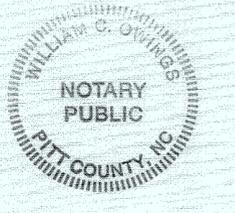
VICINITY MAP
1"=1000'



I, CARLTON E. PARKER, CERTIFY THAT THIS MAP WAS DRAWN BY ME OR UNDER MY SUPERVISION FROM AN ACTUAL SURVEY BY ME OR UNDER MY SUPERVISION, THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+ THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOK _____, PAGE _____.
WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL.

THIS 22nd DAY OF FEBRUARY, A.D., 2016.
Carlton E. Parker
CARLTON E. PARKER L-2980

NORTH CAROLINA, PITT COUNTY
I, *William C. Oving*, A NOTARY PUBLIC OF THE COUNTY AND STATE AFORESAID, CERTIFY THAT CARLTON E. PARKER, A REGISTERED LAND SURVEYOR PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL STAMP OR SEAL.
THIS 22nd DAY OF February, 2016.
NOTARY PUBLIC *William C. Oving*
MY COMMISSION EXPIRES 01/17/2017



A PORTION OF PARCEL 41734
ANNEXATION MAP FOR
FIRETOWER COMMERCIAL VILLAGE - LOT 4
REFERENCE DEED BOOK 2132, PAGE 269 OF THE PITT COUNTY REGISTRY
WINTERVILLE TOWNSHIP PITT COUNTY NORTH CAROLINA

OWNER: CRAIG F. GOESS & CRAIG M. GOESS
ADDRESS: 3615 S. MEMORIAL DRIVE GREENVILLE, NC 27859
PHONE: (252) 321-3000

MALPASS & ASSOCIATES
1046 E. ARLINGTON BLVD., SUITE D GREENVILLE, N.C. 27858
(252) 760-1780

SURVEYED:	CEP	APPROVED:	CEP
DRAWN:	WCO	DATE:	01/07/16
CHECKED:	CEP	SCALE:	1"= Item # 3

LEGEND

- NEW CITY LIMIT = - - - - -
- EXISTING CITY LIMIT = - - - - -
- OLD CITY LIMIT = - - - - -



MAP SHOWING AREA ANNEXED BY THE CITY OF GREENVILLE, N.C.

DATE: _____ ; ORDINANCE NUMBER: _____ ; AREA: 1.2112 ACRES
WINTERVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA



City of Greenville, North Carolina

Meeting Date: 3/17/2016
Time: 6:00 PM

Title of Item: Ordinance to annex Tucker Commercial Park, Lot 9 involving 5.468 acres located along a portion of the southern right-of-way of Whitley Drive and 300+/- feet east of South Memorial Drive

Explanation: **Abstract:** The City received a voluntary annexation petition to annex Tucker Commercial Park, Lot 9 involving 5.468 acres located along a portion of the southern right-of-way of Whitley Drive and 300+/- feet east of South Memorial Drive. The subject area is currently undeveloped and is anticipated to accommodate 7,300+/- square feet of automobile sales.

ANNEXATION PROFILE

A. SCHEDULE

1. Advertising date: March 7, 2016
2. City Council public hearing date: March 17, 2016
3. Effective date: June 30, 2016

B. CHARACTERISTICS

1. Relation to Primary City Limits: Contiguous
2. Relation to Recognized Industrial Area: Outside
3. Acreage: 5.468
4. Voting Districts: 5
5. Township: Winterville
6. Vision Area: E

- 7. Zoning: CG (General Commercial)
- 8. Land Use: Existing: Vacant
Anticipated: 7,300+/- square feet of automobile sales
- 9. Population:

	Formula	Number of People
Total Current	-----	0
Estimated at full development	-----	0
Current Minority	-----	0
Estimated Minority at full development	-----	0
Current White	-----	0
Estimated White at full development	-----	0

* 2.2 people per household in Greenville

- 10. Rural Fire Tax District: Rural Winterville
- 11. Greenville Fire District: Station #5 (Distance of 4.0 miles)
- 12. Present Tax Value: \$546,800
Estimated Future Tax Value: \$1,276,800

Fiscal Note: The total estimated tax value at full development is \$1,276,800.

Recommendation: Approve the attached ordinance to annex Tucker Commercial Park, Lot 9

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

- [Survey](#)
- [Ordinance__Tucker_Comm_Park_Lot_9_1022608](#)

ORDINANCE NO. 16-
AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF
THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, the City Council of the City of Greenville has been petitioned under G.S. 160A-31, as amended, to annex the area described herein; and

WHEREAS, the City Council has directed the City Clerk to investigate the sufficiency of said petition; and

WHEREAS, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at City Hall at 6:00 p.m. on the 17th day of March, 2016, after due notice by publication in The Daily Reflector on the 7th day of March, 2016; and

WHEREAS, the City Council does hereby find as a fact that said petition meets the requirements of G. S. 160A-31, as amended.

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

Section 1. That by virtue of the authority vested in the City Council of the City of Greenville, North Carolina, under G. S. 160A-31, as amended, the following described contiguous territory is annexed:

TO WIT: Being all of that certain property as shown on the annexation map entitled "Tucker Commercial Park, Lot 9" involving 5.468 acres as prepared by SEPI Engineering & Construction.

LOCATION: Lying and being situated in Winterville Township, Pitt County, North Carolina, located along a portion of the southern right-of-way of Whitley Drive and 300+/- feet east of South Memorial Drive.

GENERAL DESCRIPTION:

Lying and being situated in Winterville Township, Pitt County, North Carolina and being more particularly described as follows:

COMMENCING at NCGS Station Winterville, having NC grid coordinates of N: 653,550.78' and E: 2,473,782.40' NAD 83/2011 (Observed); thence, N 08°28'03" E 5,668.96 feet to an existing iron pipe on the west side of Humber Drive, the southeast corner of Lot 5, Tucker Commercial Park as recorded at Map Book 71 Page 53, Pitt County Registry, the POINT OF BEGINNING.

Thence, from said POINT OF BEGINNING, with the west side of Humber Drive, N06°53'35"W 224.99 feet to an existing iron pipe, the northeast corner of lot 5 and the southeast corner of lot 4, Tucker Commercial Park as recorded on the aforementioned plat; thence, continuing with the west side of Humber Drive, N06°53'35"W 249.23 feet to an existing nail on the existing southern right-of-way line of Whitley Drive, the northeast corner of lot 4, Tucker Commercial Park; thence, continuing with the west side of Humber Drive, and with the existing southern right-of-way line of Whitley Drive, N06°53'35"W 10.04 feet to an existing nail; thence leaving the west side of Humber Drive and with the southern right-of-way line of Whitley Drive for the following 3 courses: N78°19'56"E 50.18 feet to an existing nail; thence N78°19'56"E 123.96 feet to a 5/8" iron rebar set and a point of curvature; thence along a curve to the right, said curve having a radius of 470.00 feet, a delta angle of 33°00'30", and a chord bearing and distance of S 85°09'49"E 267.04 feet to a 5/8" iron rebar set; thence, leaving the southern right-of-way line of Whitley Drive, and along new lines through the lands of Tucker Farms, Inc. the following 3 courses: S06°53' 35"E 444.47 feet to a 5/8" iron rebar set; thence S83°06'25"W 385.00 feet to a 5/8" iron rebar set on the east side of Humber Drive; thence, with the east side of Humber Drive, S06°53'35"E 523.01 feet to a point in the southern line of Tucker Farms, Inc.; thence; along the southern line of Tucker Farms, Inc. and crossing Humber Drive, S83°06'25"W 50.00 feet to a point on the west side of Humber Drive; thence with the west side of Humber Drive, N06°53'35"W 20.00 feet to a point, the southeast corner of Lot 8, Tucker Commercial Park; thence, continuing with the west side of Humber Drive, N06°53'35"W 145.00 feet to a point, the northeast corner of Lot 8 and the southeast corner of Lot 7, Tucker Commercial Park; thence, continuing with the west side of Humber Drive, N06°53'35"W 186.00 feet to a point, the northeast corner of Lot 7 and the southeast corner of Lot 6, Tucker Commercial Park; thence, continuing with the west side of Humber Drive, N06°53'35"W 122.01 feet to a point on the southern side of Leslie Drive, the northeast corner of Lot 6, Tucker Commercial Park; thence continuing with the west side of Humber Drive, N06°53'35"W 50.00 feet, returning to the POINT OF BEGINNING, and containing 5.468 acres more or less.

Section 2. Territory annexed to the City of Greenville by this ordinance shall, pursuant to the terms of G. S. 160A-23, be annexed into Greenville municipal election district five. The City Clerk, City Engineer, representatives of the Board of Elections, and any other person having

responsibility or charge of official maps or documents shall amend those maps or documents to reflect the annexation of this territory into municipal election district five.

Section 3. The territory annexed and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Greenville and shall be entitled to the same privileges and benefits as other territory now within the City of Greenville. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

Section 4. The Mayor of the City of Greenville, North Carolina, shall cause a copy of the map of the territory annexed by this ordinance and a certified copy of this ordinance to be recorded in the office of the Register of Deeds of Pitt County and in the Office of the Secretary of State in Raleigh, North Carolina. Such a map shall also be delivered to the Pitt County Board of Elections as required by G.S. 163-288.1.

Section 5. This annexation shall take effect from and after the 30th day of June, 2016.

ADOPTED this 17th day of March, 2016.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

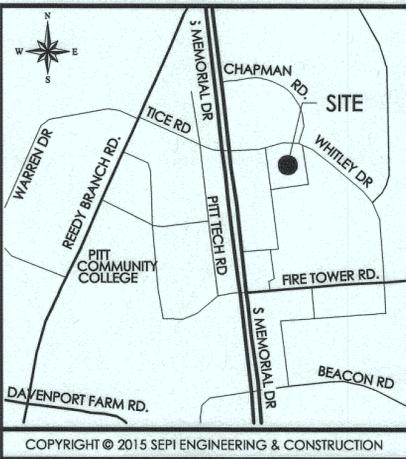
NORTH CAROLINA
PITT COUNTY

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

WITNESS my hand and official seal this ____ day of _____, 2016.

Notary Public

My Commission Expires: _____
Doc. #1022608



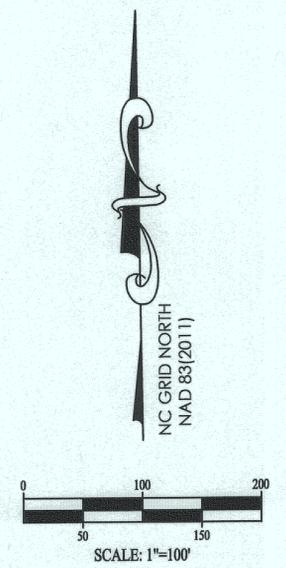
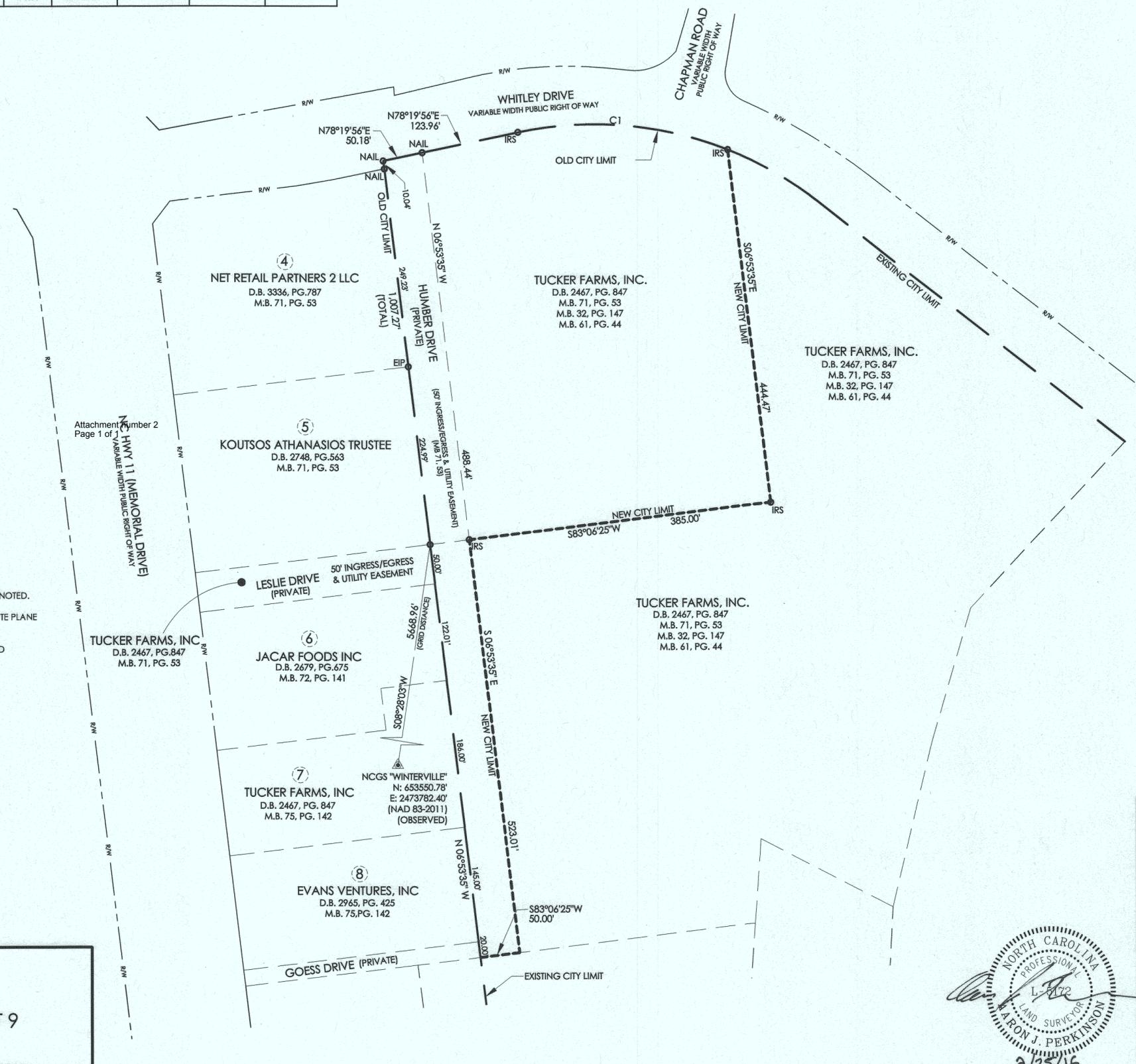
VICINITY MAP:
1"=1,000'

SYMBOL LEGEND:
 IRS IRON REBAR SET (5/8")
 EIP EX. IRON PIN
 NAIL EX. NAIL

NOTES:

1. ALL BEARINGS ARE GRID BEARINGS UNLESS OTHERWISE NOTED.
2. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
3. COORDINATES SHOWN HEREON ARE BASED ON THE NORTH CAROLINA STATE PLANE COORDINATE SYSTEM.
4. THIS MAP IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
5. DATUM: HORIZONTAL: NAD83/2011
VERTICAL: NAVD '88. (GEOID 12B)

CURVE TABLE					
CURVE #	RADIUS	DELTA	ARC LENGTH	CH. BEARING	CH. LENGTH
C1	470.00'	33° 00' 30"	270.77'	S85° 09' 49"E	267.04'



LAYOUT TAB: ANNEXATION
 DOCUMENT NAME: G:\Survey\2015\SC15.008.00-Cormax Greenville\Draw\AnnexationPlat.dwg
 USER NAME: RTI\rajan
 PLOT DATE: Thursday, February 25, 2016 12:41:32 PM

ANNEXATION MAP
 FOR
TUCKER FARMS, INC.
TUCKER COMMERCIAL PARK LOT 9
 PORTION TAX PARCEL 22922
 D.B. 2467, PG. 847 M.B. 71, PG. 53
 WINTERVILLE TOWNSHIP PITT COUNTY, NORTH CAROLINA

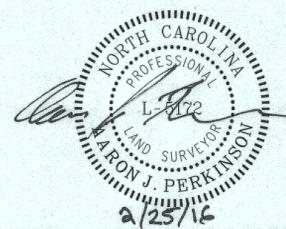
OWNER: TUCKER FARMS, INC.
 ADDRESS: 2539 SEVEN PINES ROAD
 GREENVILLE, NC 27834
 PHONE: 252-753-2016

SEPI
 ENGINEERING & CONSTRUCTION
 1025 WADE AVENUE
 RALEIGH, NC 27605
 PHONE: 919.789.9977
 FAX: 919.789.9991
 www.sepiengineering.com • info@sepiengineering.com • COMPANY LICENSE # 2197
 TRANSPORTATION • TRAFFIC • SURVEYING • ENVIRONMENTAL • SITE CIVIL • INSPECTIONS

SURVEYED BY: J. SALATI	APPROVED BY: A. PERKINSON	DATE: 12/17/2015	SCALE: 1"=100'
DRAWN BY: E. GUPTON	CHECKED BY: A. PERKINSON	SCALE: 1"=100'	Item # 4

MAP NO.	PLATS RECORDED	BOOK	PAGE

**MAP SHOWING AREA ANNEXED BY
 THE CITY OF GREENVILLE, N.C.**
 DATE: _____ ORDINANCE NO. _____ AREA: 5.468 ACRES
 WINTERVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA



SURVEYOR'S CERTIFICATION

I, AARON J. PERKINSON CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY PERFORMED UNDER MY SUPERVISION, (DEED DESCRIPTION REFERENCED HEREON); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AND WERE DRAWN FROM INFORMATION HEREON NOTED; THAT THE RATIO OF PRECISION FOR TRADITIONAL SURVEY METHOD IS 1:10,000+; THAT THE GRID TIE WAS DETERMINED FROM AN ACTUAL GNSS SURVEY AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY:
 CLASS OF SURVEY: A;
 POSITIONAL ACCURACY: 0.09 FEET;
 TYPE OF GPS: VRS;
 DATE OF SURVEY: AUGUST 12, 2015
 DATUM/EPOCH: NAD83/2011;
 PUBLISHED FIXED CONTROL: NC CORS BASE STATION NETWORK (VARIOUS BASE STATIONS USED);
 GEOID MODEL: GEOID 12A;
 COMBINED FACTOR: 0.99988851
 UNITS: US SURVEY FEET;
 AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. I, FURTHER CERTIFY PURSUANT TO G.S. 47-30(F)(11)(D), THAT THE SURVEY IS OF ANOTHER CATEGORY SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION. WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS

25 DAY OF February 2016
 AARON J. PERKINSON, PLS L-5172



City of Greenville, North Carolina

Meeting Date: 3/17/2016
Time: 6:00 PM

Title of Item: Ordinance to annex William E. Dansey, Jr. Heirs, Lot 5 involving 1.503 acres located at the southeastern corner of the intersection of East Arlington Boulevard and Mulberry Lane

Explanation: **Abstract:** The City received a voluntary annexation petition to annex William E. Dansey, Jr. Heirs, Lot 5 involving 1.503 acres located at the southeastern corner of the intersection of East Arlington Boulevard and Mulberry Lane. The subject area is currently undeveloped and is anticipated to accommodate 9,800+/- square feet of office space.

ANNEXATION PROFILE

A. SCHEDULE

1. Advertising date: March 7, 2016
2. City Council public hearing date: March 17, 2016
3. Effective date: June 30, 2016

B. CHARACTERISTICS

1. Relation to Primary City Limits: Contiguous
2. Relation to Recognized Industrial Area: Outside
3. Acreage: 1.503
4. Voting Districts: 4
5. Township: Winterville
6. Vision Area: D

- 7. Zoning: OR (Office-Residential)
- 8. Land Use: Existing: Vacant
Anticipated: 9,800+/- square feet of office space
- 9. Population:

	Formula	Number of People
Total Current	-----	0
Estimated at full development	-----	0
Current Minority	-----	0
Estimated Minority at full development	-----	0
Current White	-----	0
Estimated White at full development	-----	0

* - 2.2 people per household in Greenville

- 10. Rural Fire Tax District: Rural Winterville
- 11. Greenville Fire District: Station #3 (Distance of 2.0 miles)
- 12. Present Tax Value: \$392,040
Estimated Future Tax Value: \$1,372,040

Fiscal Note: The total estimated tax value at full development is \$1,372,040.

Recommendation: Approve the attached ordinance to annex William E. Dansey, Jr. Heirs, Lot 5

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

[Survey](#)

[Ordinance__Wm_E_Dansey_Heirs_16_01_1021940](#)

ORDINANCE NO. 16-
AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF
THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, the City Council of the City of Greenville has been petitioned under G.S. 160A-31, as amended, to annex the area described herein; and

WHEREAS, the City Council has directed the City Clerk to investigate the sufficiency of said petition; and

WHEREAS, the City Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at City Hall at 6:00 p.m. on the 17th day of March, 2016, after due notice by publication in The Daily Reflector on the 7th day of March, 2016; and

WHEREAS, the City Council does hereby find as a fact that said petition meets the requirements of G. S. 160A-31, as amended.

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

Section 1. That by virtue of the authority vested in the City Council of the City of Greenville, North Carolina, under G. S. 160A-31, as amended, the following described contiguous territory is annexed:

TO WIT: Being all of that certain property as shown on the annexation map entitled “William E. Dansey, Jr. Heirs, Lot 5”, involving 1.503 acres as prepared by Gary S. Miller and Associates, P.A.

LOCATION: Lying and being situated in Winterville Township, Pitt County, North Carolina, located at the southeastern corner of the intersection of East Arlington Boulevard and Mulberry Lane.

GENERAL DESCRIPTION:

Lying and being located in Winterville Township, Pitt County, NC and being more particularly described as follows:

Beginning at an existing iron pipe located on the southern right of way of Mulberry Lane said existing iron pipe being the northwest property corner of Lot 10, Breezewood Condominiums, Section 2 as recorded in Map Book 47, page 8, Pitt County Registry; thence leaving the southern right of way of Mulberry Lane S 19-08-40 E, 238.61 feet to an iron pipe set; thence S 70-51-20 W, 254.32 feet to an iron pipe set located on the eastern right of way of E. Arlington Boulevard; thence running along the eastern right of way of E. Arlington Boulevard N 19-08-40 W, 267.75 feet to a point located at the intersection of the eastern right of way of E. Arlington Boulevard and the southern right of way of Mulberry Lane; thence running along the southern right of way of Mulberry Lane the following courses and distances N 71-11-21 E, 43.92 feet to an iron pipe set; thence with a curve to the right having a radius of 475.00 feet a chord bearing and distance N 75-44-09 E, 75.31 feet to an existing iron pipe; thence N 80-16-59 E, 137.22 feet to the point of beginning containing 1.503 acres.

Section 2. Territory annexed to the City of Greenville by this ordinance shall, pursuant to the terms of G. S. 160A-23, be annexed into Greenville municipal election district four. The City Clerk, City Engineer, representatives of the Board of Elections, and any other person having responsibility or charge of official maps or documents shall amend those maps or documents to reflect the annexation of this territory into municipal election district four.

Section 3. The territory annexed and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Greenville and shall be entitled to the same privileges and benefits as other territory now within the City of Greenville. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

Section 4. The Mayor of the City of Greenville, North Carolina, shall cause a copy of the map of the territory annexed by this ordinance and a certified copy of this ordinance to be recorded in the office of the Register of Deeds of Pitt County and in the Office of the Secretary of State in Raleigh, North Carolina. Such a map shall also be delivered to the Pitt County Board of Elections as required by G.S. 163-288.1.

Section 5. This annexation shall take effect from and after the 30th day of June, 2016.

ADOPTED this 17th day of March, 2016.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

NORTH CAROLINA
PITT COUNTY

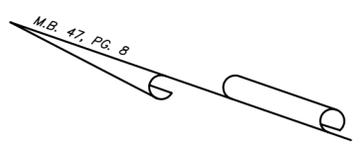
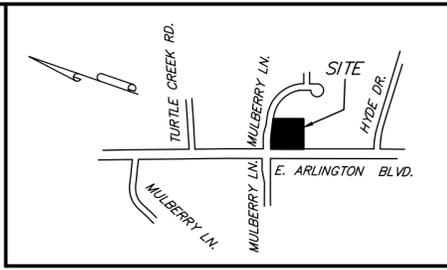
I, _____, a Notary Public for said County and State, certify that Carol L. Barwick personally came before me this day and acknowledged that she is the City Clerk of the City of Greenville, a municipality, and that by authority duly given and as the act of the municipality, the foregoing instrument was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

WITNESS my hand and official seal this ____ day of _____, 2016.

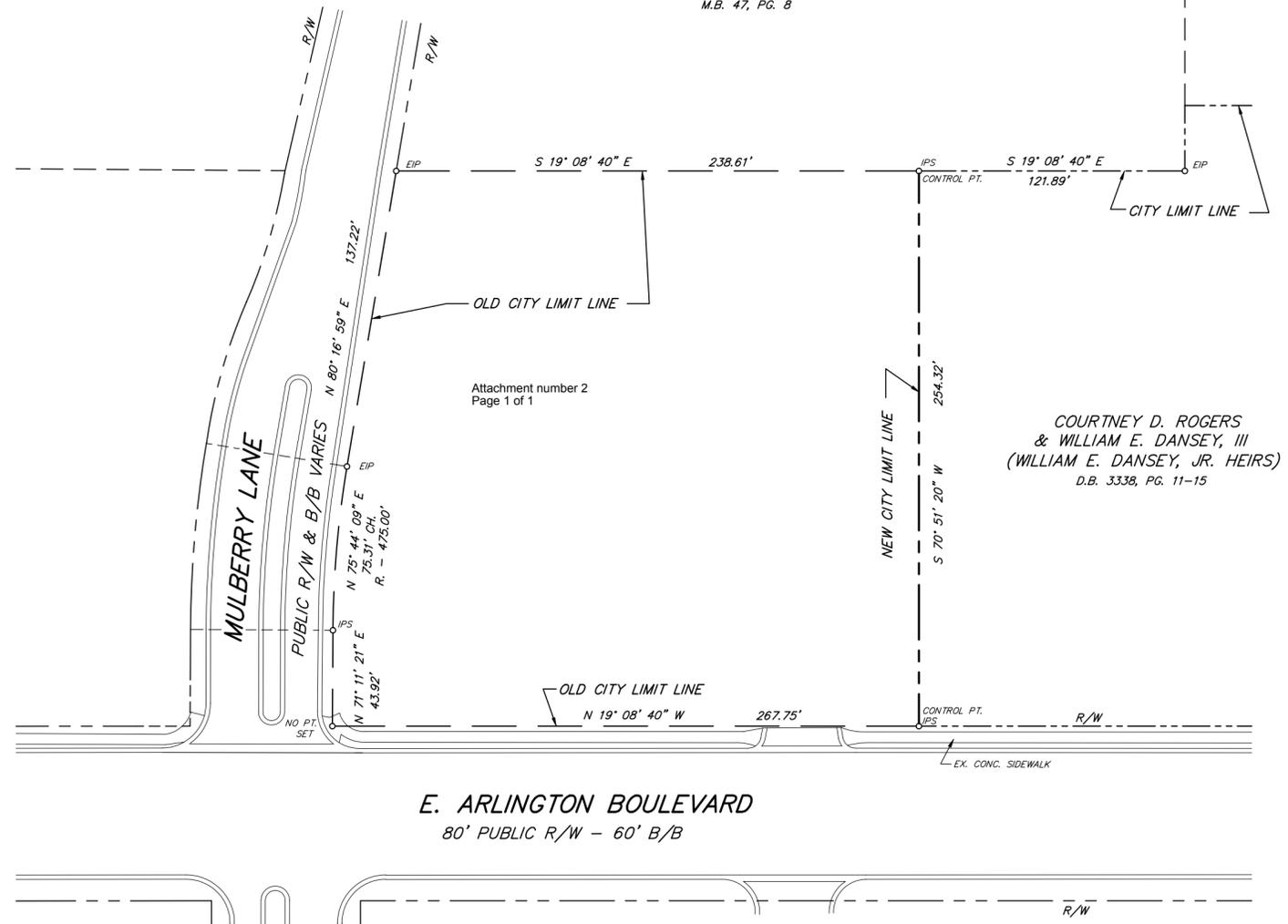
Notary Public

My Commission Expires: _____

Doc. # 1021940



LOT 10
BREEZEWOOD CONDOMINIUMS
SECTION 2
M.B. 47, PG. 8



E. ARLINGTON BOULEVARD
80' PUBLIC R/W - 60' B/B

LEGEND:

- EIP - EXISTING IRON PIPE
- IPS - IRON PIPE SET
- R/W - RIGHT OF WAY
- B/B - BACK TO BACK

NOTE:

THIS MAP IS EXEMPT FROM GS 47-30 AS PER GS 47-30 (J).

SURVEYOR'S CERTIFICATION

I, GARY S. MILLER, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY PERFORMED UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 3338, PAGE 11-15, OR FROM BOOKS REFERENCED HEREON); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK SEE, PAGE REF., OR AS REFERENCED HEREON; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.
I FURTHER CERTIFY PURSUANT TO G.S. 47-30 (f) (1) (d), THIS SURVEY IS OF ANOTHER CATEGORY AND IS AN EXEMPTION TO THE DEFINITION OF SUBDIVISION.

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS 27th DAY OF JANUARY, 2016.

SIGNED _____
PROFESSIONAL LAND SURVEYOR NO. L-2562

LEGEND

- NEW CITY LIMIT _____
- OLD CITY LIMIT _____
- CITY LIMIT _____



ANNEXATION PLAT FOR
WILLIAM E. DANSEY, JR. HEIRS
LOT 5
BEING A PORTION OF TAX PARCEL # 51499

 <small>GARY S. MILLER, PLS (252)756-7878 Fax (252)756-0785</small> <small>1803 South, Charles Blvd. Greenville, N.C. 27859 License # C-0225</small>	SURVEYED: MCP	APPROVED: GSM
	DRAWN: BLW	DATE: 01-27-16
	CHECKED: TEM	SCALE: 1" = 50'

MAP NO.	PLATS RECORDED	BOOK	PAGE

MAP SHOWING AREA ANNEXED BY
THE CITY OF GREENVILLE, N.C.

DATE: _____ ORDINANCE NO. _____ AREA: 1.503 Ac.

WINTERVILLE TOWNSHIP, PITT COUNTY, N.C.



City of Greenville, North Carolina

Meeting Date: 3/17/2016
Time: 6:00 PM

Title of Item: Approval of Uptown Theatre Project Letter of Intent between the Greenville Redevelopment Commission and Community Smith, LLC

Explanation: **Abstract:** The requested action involves review of a Letter of Intent (LOI) for the redevelopment of the White's Theater and for the City Council to approve a LOI between the Greenville Redevelopment Commission and Community Smith, LLC. The Letter of Intent describes the plans for redevelopment of the Uptown Theater and identifies the participation and contributions by the Redevelopment Commission, City of Greenville, and the developer, respectively, towards implementation of that plan. Specifically, the LOI addresses what each party will be responsible for in the event that the property is acquired by Community Smith, or other party, via the real property disposal process. The developer plans to make at least \$1,000,000 in renovations and improvements to the property.

Explanation: A goal of the 2014-2015 Strategic Plan (updated in August of 2015) is to “continue discussions with partners to redevelop Uptown Theater and with ECU to develop a performing arts center in Uptown Greenville.” That goal is an extension of the City’s past efforts to preserve and reuse the Uptown Theater property (formerly White’s Theater) as a community theater or live performance venue. In 2014, Uptown Greenville issued an RFI on behalf of the City seeking private sector partners to redevelop the Uptown Theater as a live performance venue. Out of that process, the City identified Community Smith, LLC as a prospective partner. City staff negotiated with Community Smith on a redevelopment proposal that would meet City Council goals. The attached Letter of Intent (LOI) represents the outcome of those negotiations.

The LOI states that the developer would invest a minimum of \$1,000,000 in private funds to renovate and make improvements to the Uptown Theater for purposes of operating a live entertainment venue/community theater for at least 10 years after the date of conveyance. In addition, terms of the letter require that the developer receive a certificate of occupancy for the stated use as a Live Performance Theater no later than the earlier of (i) three hundred and sixty five days following developer’s receipt of all

governmental permits and approvals necessary for the completion of the Project or (ii) March 31, 2018. The City would make approximately \$300,000 in improvements to the property to include remediation and stabilization of the building and parking improvements to a City-owned lot. The City's satisfying its contributions as listed in the LOI would constitute an economic development project that will involve an economic development incentive; therefore, a public hearing is required, after which the City Council will consider whether to approve the LOI associated with the project.

Working with Uptown Greenville the City released a call for developers in the early fall of 2015. Community Smith, LLC. Community Smith, LLC has completed the Super Block and the DAP House on Dickinson Avenue redevelopment projects in Greenville during 2015. Community Smith plans to partner with the Lincoln Theater group which operates a theater and music venue in Raleigh. The Lincoln Theater group would be the operator of events in the Greenville location. Their plans are to offer live performances at the theater in Greenville that are either booked locally or on the off performance nights of the Lincoln Theater events. They have been operating the Theater in Raleigh for more than 10-years and have an extensive track record.

The LOI provides that the Redevelopment Commission (RDC)/City will complete the Abatement Plan attached to the LOI. The Abatement Plan would complete the recommendations of the Childress Environmental report on the property, as well as address building stability issues identified by R.P.A. Engineering. The Redevelopment Commission previously committed funds toward structural stabilization of the Uptown Theater and approximately \$165,000 of those funds are available for that purpose. Recently, the RDC was awarded a \$125,000 brownfields subgrant from the Eastern North Carolina Brownfields Coalition. Because the building remediation and stabilization must be completed concurrently for engineering reasons, the Public Works Department (PWD) combined the building remediation and stabilization items under one bid package. After the PWD selected and vetted the low bidder, IMEC Group, LLC, the RDC – at its March 1, 2016 meeting – authorized the PWD to proceed with IMEC Group, LLC or, if necessary, the next lowest qualified bidder, to complete the work described in the Abatement Plan.

The LOI also states that the RDC will consult with the City to develop a plan, subject to the approval of the City, in order to identify funding for improvements to the City-owned parking lot located on Parcel #11436 (405 S. Washington Street) and Parcel #05937 (0 S. Washington Street) which would improve and reconfigure the parking lot to accommodate tour buses and trailers typically used by performers at live entertainment venues. Finally, the LOI states that the RDC would recommend and sponsor the submission of an application for Landmark status of the property and give Community Smith the authority to complete applications, permit requests, and other local planning requirements, or work jointly with the developer to complete those steps.

In exchange for the developer's commitment to complete the renovations and other commitments specified in the LOI, the RDC agrees to convey to the developer fee simple title to the property via a NC General Warranty Deed

subject to deed restrictions, for \$20,000, following an authorized disposition method permitted by North Carolina General Statute for the disposition of Commission's real property. The City's contributions toward implementation of the plan described in the LOI, and conveyance of the property as proposed, will effectively represent an economic development incentive for an economic development project pursuant to North Carolina General Statute 158-7.1 because the proposed improvements and sales price are offered in consideration of the expected public benefits accrued as a result of the project – creation of a regional cultural “draw,” more business activity in the Center City, new employment opportunities, enhanced quality of life, renovation of a distinctive historic structure associated with the identity of Uptown Greenville (i.e., placemaking).

Under North Carolina state law, a public hearing is required prior to consideration of such incentives. On the basis of objections, debate and discussion at the hearing, changes may be made from what has been proposed.

Staff believes that this conveyance method is an appropriate means of promoting City Council's stated goal to preserve and reuse the historic White's Theater as a live entertainment venue/community theater. This approach does not intend to maximize the RDC's/City's return on investment of the theater property strictly as a real estate transaction. The idea is that the transaction would support public priorities and benefits and generate positive economic development impacts that outweigh the benefits to the public alternatively selling the property on an open auction with no requirements attached to the sale.

If the City Council decides not to approve the attached LOI, staff believes that the prospect of the property being renovated for use as a live entertainment venue/community theater would be greatly diminished. When Uptown Greenville issued the RFI on behalf of the City seeking private sector partners to redevelop the Uptown Theater as a live performance venue, Uptown Greenville received only two responses. It is unlikely that staff will be able to identify another approach that meets this goal in the event that the City Council decides to amend the terms of the LOI or to reject the LOI outright.

Fiscal Note:

Approval of the Letter of Intent between the Redevelopment Commission and Community Smith, LLC may require the City to spend additional funds on improvements to the Washington Street parking lot at the rear of the Uptown Theatre (as described in the LOI). At its March 1, 2016 meeting, the RDC authorized \$12,500 in Center City bond funds to pay The East Group to develop a plan that reconfigures the parking lot, recommend design and facility improvements for the area. The RDC decided that it was in a position to make this commitment because the two lowest bids for the Uptown Theatre remediation and stabilization project came in well under budget, likely freeing up funds to support this other City commitment in the LOI. Given potential cost savings from the remediation and stabilization work, the RDC might also be able to help support construction costs of the Washington Street parking lot improvements; however, these costs might exceed what remaining Center City bond funds can cover.

The Center City bond funds were previously allocated to the stabilization of the Uptown Theatre and would be difficult to reallocate to an unrelated project at this stage in the life of those 10-year bonds. The brownfields RLF award is a subgrant, and thus will reimburse any remediation costs to the City, while paying for work that must be completed regardless of the dispensation of the property.

Recommendation: Staff recommends that the City Council hold a public hearing on providing the described incentives and that the City Council approve the Letter of Intent between the Redevelopment Commission and Community Smith, LLC.

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [Abatement Bid Manual](#)

 [Letter of Intent](#)



LETTER OF INTENT AND DUE DILIGENCE AUTHORIZATION

This Letter of Intent and Due Diligence Authorization (the “Letter of Intent”), is made by and between Redevelopment Commission of Greenville, (hereinafter called the “Commission”), and CommunitySmith, LLC, a North Carolina Limited Liability Company, and Lincoln Theatre Associates, LLC, a North Carolina limited liability company (CommunitySmith and Lincoln Theatre Associates are hereinafter called “Developer”), for the purposes set forth below:

PROJECT TITLE: Revitalization of the State Theatre (the “Project”).

PROJECT ADDRESS: 110 W. 5th Street – Greenville, NC (the “Property”).

DOCUMENT DESCRIPTION: Commission and Developer intend to negotiate the terms of an offer to purchase for the Property for redevelopment of the State Theatre. This Letter of Intent serves as permission from Commission to Developer to proceed with its due diligence on the Property as set forth herein, and establishes the basic terms of the offer to purchase that the Developer proposes to make and the Commission proposes to accept following compliance with applicable property disposition requirements applicable to the Commission. This Letter of Intent is effective as of the date last signed (the “Effective Date”). Subject to the terms of this Letter of Intent, Commission and Developer agree as follows:

1. Description of Parties:

Redevelopment Commission of Greenville is a body politic and corporate created by ordinance pursuant to North Carolina General Statute 160A-504 formed to function within the territorial limits of the City of Greenville in accordance with the provisions of Article 22 of Chapter 160A of the North Carolina General Statutes.

CommunitySmith, LLC is a private development company specializing in identifying commercial properties in the region that are good candidates for redevelopment. CommunitySmith works cooperatively with public officials, private participants, city staff and community members to identify projects and create partnerships to reimagine and revitalize properties just as with their highly successful Superblock project in Uptown Greenville and the recently completed Dickinson Avenue project.

Lincoln Theatre Associates, LLC owners Mark Thompson and Pat Dickinson opened the Lincoln Theatre in February 2001 in Downtown Raleigh and were pioneers in the growth of downtown Raleigh’s eastern edge. The Lincoln Theatre serves as both a performance venue and a community event space in Downtown Raleigh. The Lincoln Theatre has supported Raleigh and its citizens and non-profits by hosting more than 100 public use events over the last 15 years, and; Lincoln Theatre Associates believes the State Theatre can have this same driving impact in Uptown Greenville.

(Commission and Developer are sometimes collectively referred to herein as the “Parties”).



2. Description of the Property:

See Exhibit A attached hereto and incorporated herein.

3. Description of Project:

Developer proposes, following the completion of certain infrastructure improvements benefiting the Property, to purchase the Property from the Commission and construct improvements and renovations to the State Theater to create a performance venue that will add to the cultural amenities offered within the corporate limits of the city. It is expected that once renovated, the State Theatre will lead to additional cultural, residential or other adaptive-reuse redevelopment in the immediate vicinity of the Property once the Project is completed.

4. Basic Terms of Negotiated Offer:

This Letter of Intent specifies the terms of the offer to purchase for the Property the Developer proposes to make and the Commission proposes to accept. The final form of the offer to purchase, deed, easements and other contracts by and between Commission and the Developer to finalize the conveyances specified herein are subject to future negotiation, and any such agreements are conditioned upon the Parties' mutual written agreement on terms (the "Contracts"). An initial timeline for the completion of the Project components is included as Exhibit B. The good faith expectations of the City and the Developer of the provisions to include in the Contracts are as follows:

A. Investment By Developer-After receiving title to the Property, Developer will spend a minimum of \$1,000,000.00 in private funds to renovate the State Theater so that it will be able to receive a certificate of occupancy for its use as a Live Performance Theatre no later than the earlier of (i) three hundred and sixty five days following Developer's receipt of all governmental permits and approvals necessary for the completion of the Project or (ii) March 31, 2018. Notwithstanding the foregoing, the date by which receipt of a certificate of occupancy is required to occur shall be extended in the event governmental permits and approvals necessary for the completion of the project have been withheld through no fault of the Developer after proper application has been submitted, said extension shall be for the period of time that the approval has been withheld or a date mutually agreed upon by the Developer and Commission.

B. Actions By Commission-The Commission will expend, as the contribution of the Commission and the City of Greenville (the "City") to the Project, the amount necessary to complete the actions relating to the Property listed in this Subsection B (the "Contribution"). It is estimated that the Contribution will be approximately \$300,000. The Commission will complete the following actions relating to the Property.

- i Significant environmental remediation is required to abate existing conditions within the State Theatre. The Commission has received a grant from the Environmental Protection Agency in the amount of \$125,000 (the "EPA Grant Funds") to address a



number of these current environmental issues. Commission will, prior to conveyance of the Property, use the EPA Grant Funds and other Commission funds that may be necessary to complete all work recommended in the existing Abatement Plan for the Property titled GENERAL DEMOLITION, ASBESTOS ABATEMENT, LEAD BASE PAINT SURFACE PREPARATION, AND ENVIRONMENTAL DECONTAMINATION PROJECT FOR OLD GREENVILLE THEATER-MARTIN LUTHER KING BLVD. GREENVILLE, NC. BY: CHILDRESS ENVIRONMENTAL CONSULTANT, INC. P.O. BOX 18208-RALEIGH, NC; DESIGNER: E. RAYMOND CHILDRESS-NC # 40191; NOVEMBER 21, 2013”, and hereafter referred to as “Abatement Plan,”

- ii. Commission will consult with the City to develop a plan, subject to the approval of the City, in order to identify funding for improvements to the City-owned parking lot located on Parcel # 11436 (405 S. Washington Street) & Parcel # 05937 (0 S. Washington Street) which will reconfigure the parking lot in a manner that supports the Property and adjacent properties by relocating existing traffic islands and other measures and in order to accommodate tour buses and trailers typically used by performers at venues similar to the Project at some location within 300 feet of the Property. The Parties, in consultation with the City, shall develop a mutually agreeable vehicle parking and traffic plan for the parking lot and surrounding areas no later than 120 days following the Effective Date.
- iii. Commission will recommend and sponsor the submission of an application for Landmark status of the Property and allow the previously completed architectural survey of the Property to be submitted with the necessary Landmark application.
- iv. Prior to conveying the Property to Developer, the Commission will either provide written acknowledgement that the Developer has the authority to execute, an applications, permit requests, and other documents, reasonably requested by the Developer and which is necessary for the completion of the Project, or, in the alternative at the election of the Commission, execute the application, permit request, and other documents as a joint applicant with the Developer.

C. Purchase Price: In exchange for Developer’s commitment to complete the renovations specified herein above, and other commitments specified herein, the Commission shall convey to Developer fee simple title to the Property via a NC General Warranty Deed subject to the Deed Restrictions discussed below, for Twenty Thousand Dollars (\$20,000), following an authorized disposition method permitted by North Carolina General Statute for the disposition of Commission’s real property.

D. Use Restrictions: The conveyance of the Property from the Commission to Developer will be subject to the following restrictions:



1. The Property will be used only for a Live Performance Theatre use as defined by the provisions of the Zoning Ordinance for Greenville, North Carolina for a period of ten (10) years from the date of conveyance.
2. The Property will in no event be used for sexually oriented businesses.
3. The Property will be occupied and operated in accordance with all applicable laws and regulations.
4. Any restrictive covenants of public record recorded as of the Effective Date.

5. Due Diligence:

Commission hereby grants Developer and its employees, agents, citizen committees, and contractors a right of entry onto and into the Property during the Term for the purposes of conducting surveys, inspections, tests and other analysis and due diligence on the Property. During the Term, Developer will work diligently to determine the viability of completing the Project on the Property. Developer will keep Commission informed of its due diligence progress throughout the Term.

Prior to conducting any tests, studies or analyses on the Property during the Term, the Developer shall work with Commission to ensure that any activities are consistent with Commission's current approvals and applicable law.

Developer shall repair or restore any area disturbed as a result of the use of the right of entry by the Developer and its employees, agents, citizen committees, and contractors.

Developer shall indemnify and hold Commission harmless from and against any and all claims arising out of the Developer's or its employees', agents'; citizens committees', or contractors' entry upon the Property and due diligence or other activities thereon.

6. Term:

This Letter of Intent shall be effective for a period of twelve months following the Effective Date unless earlier terminated as provided herein. This Letter of Intent may be renewed and otherwise extended for additional periods upon the mutual written agreement of the Parties (each a "Renewal Term"; the Initial Term and any and all Renewal Term(s) are collectively referred to herein as the "Term").

7. Termination:

This Letter of Intent shall terminate: (i) immediately and automatically if the Commission conveys the Property to Developer; (ii) automatically upon the expiration of the Term; (iii) at any time, by mutual agreement of the Parties; (iv) by Commission, upon the material breach by Developer of any provision contained herein which material breach remains uncured by Developer after Commission provides thirty (30) days advance written notice of said material breach to Developer or (v) by Developer, upon the material breach by Commission of any provision contained herein which material breach remains uncured by Commission after



Developer provides thirty (30) days advance written notice of said material breach to Commission.

8. Conditions Precedent & Contingencies:

The Parties understand and agree that there are a number of conditions precedent and contingencies that will impact the ability to complete the Project. At a minimum, the Parties understand and agree that the following must be resolved to the Developer's and Commission's satisfaction prior to the completion and acceptance of the offer to purchase (or a timeline and means for resolving any such issue shall be a part of the Contracts):

- A. Commission and the Developer are able to procure suitable financing for their respective components of the Project.
- B. The Commission secures all necessary approvals from its Board to proceed with the Project.
- C. The City grants all necessary Permits which allow for the Developer's proposed use of the Property and the necessary and desirable improvements to the Property and surrounding infrastructure.
- D. The negotiation and completion of agreements and documents guiding the selection of designers and contractors, the timelines for the completion of various aspects of the design work, the timing of receipt of construction pricing and contractor means, methods and scheduling input, and other specific design and construction coordination necessary to ensure the successful completion of the Project.
- E. Confirmation that adequate utilities services are available within a reasonable distance from the Property for connection and suitable for the proposed uses to be included within the State Theatre.
- F. Commission & Developer obtaining all Permits, including zoning, conditional/special use permits, variances, subdivision plats, approvals, permits, easements for the Project.

9. Representations and Warranties:

Commission and the Developer each represent to the other to the best of their respective knowledge:

- A. Commission and the Developer have all requisite power and authority to execute this Letter of Intent, and any other instruments required to be delivered by Commission or the Developer hereunder.



- B. Commission's and the Developer's entry into this Letter of Intent will not violate any private restriction or agreement or to the best of Commission's or the Developer's knowledge without investigation or inquiry any applicable statute, ordinance, governmental restriction or regulation.
- C. During the Term, Commission shall not enter into or record any instrument that affects the Property without the prior written consent of Developer except for instruments entered into in order to perform the actions required by the Commission set forth in Subsection 4.B of this Letter of Intent.
- D. During the Term, Commission will not enter into direct negotiations with any third party for the sale, lease, development or other use of the Property.
- E. There is no pending or threatened action, litigation, bankruptcy, condemnation, or other proceeding of any kind pending against Commission which materially adversely affects the Property.
- F. No broker, finder or other intermediary is involved in the transaction contemplated by this Letter of Intent, and no brokerage fee or commission is due and payable by Commission or the Developer upon any lease or conveyance of the Property.
- G. Commission shall have at closing on the conveyance of the Property to Developer fee simple marketable and insurable title to the Property free and clear of all liens, encumbrances and defects of title other than Permitted Exceptions, as hereinafter defined. "Permitted Exceptions" shall mean (a) restrictive covenants, easements and rights-of-way of public record existing at the Effective Date, 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 Developer prior to the time allowed for such objections by the Contracts. Commission shall be required to satisfy, at or prior to closing on the purchase and sale of the Property, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens.
- H. Commission has not received written notice of any violations of any laws, ordinances or similar rules and regulations relating and/or applicable to the ownership, use and operation of the Property as it is now operated, and/or other licenses or permits, which remain uncured.
- I. All ad valorem taxes for the Property have been paid in full.



- J. No assessments or special assessments for public improvements or otherwise have been levied or are not affecting the Property.
- K. To the best of Commission's present knowledge, the Property is not within an area determined to be flood-prone under the Federal Flood Protection Act of 1973.
- L. Except as identified in the Abatement Plan referenced in Subsection 4.B.i., Commission has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

10. Miscellaneous:

- A. Binding Effect. This Letter of Intent sets forth a declaration of the intentions of the Parties concerning the transactions described herein, but the Parties understand that until a Contract shall have been executed, no party has any legal obligation in connection herewith, except as to the obligations set forth in this Section and Sections 5, 6, 7 and 9 of this Letter of Intent, which shall become effective when this Letter of Intent shall have been executed by and delivered, and which shall be binding upon and inure to the benefit of the Parties hereto, and their respective heirs, members, successors, personal representatives, officers, agents, employees, and permitted assigns. Commission agrees to reimburse Developer for fifty percent (50%) of its due diligence costs incurred related to the Project if Commission breaches any representation or warranty contained in Section 9 of this Letter of Intent, but in no event to exceed a reimbursement of \$20,000.
- B. Assignment. Developer may assign the rights under this Letter of Intent to a single purpose entity created by the Developer for the purposes of carrying out the Project. Otherwise, the rights under this Letter of Intent may be transferred and assigned only upon the written consent of the non-assigning party.



- C. Fees and Expenses. Each party will be responsible for his or its own legal fees and expenses incurred in connection with the transactions contemplated by this Letter of Intent.
- D. Governing Law. This Letter of Intent shall be governed by and construed in accordance with the laws of the State of North Carolina. Any dispute regarding this Letter of Intent shall be filed in a court of competent jurisdiction located in Pitt County, NC.
- E. Counterparts. This Letter of Intent may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same document. A signed copy of this Letter of Intent delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy.
- F. Amendment. This Letter of Intent shall not be amended except by a written instrument executed by both Developer and Commission.
- G. No Third Party Beneficiaries. Nothing contained in this Letter of Intent shall be deemed to create a contractual relationship with, or a cause of action in favor of, any third party against Commission or Developer.

Commission and Developer hereby acknowledge that this Letter of Intent is not a purchase and sale agreement for the Property, is not binding upon any party hereto except as provided in Subsection 10.A of this Letter of Intent, and that it is intended only as the basis for the negotiation of a definitive offer to purchase. Any Contract shall be subject to Commission’s and Developer’s approval and full execution.

IN WITNESS WHEREOF, Developer and Commission have set their hands and seals as of the Effective Date.

CommunitySmith, LLC

By: _____
Title: _____
Date: _____

Lincoln Theatre Associates, LLC

By: _____
Title: _____
Date: _____



AGREED AND ACCEPTED:

Redevelopment Commission of Greenville

By: _____

Name: _____

Title: _____

Date: _____

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, CPA, Director of Financial Services

Account Number _____

Project Code (if applicable) _____



EXHIBIT A

Property Description

Description (n/s 5th between Evans & Washington, Greenville, #07085):
Being that certain lot or parcel of land situated in the City of Greenville, Greenville Township, Pitt County, North Carolina (Current Address: 110 West 5th Street, Greenville, North Carolina), which is more particularly described as follows:

Being the former Carmike Cinema / Essantee Theatre property, Pitt County Tax Parcel #07085, as conveyed by that 03/27/2008 Warranty Deed from Edgar B. Wall, Jr. and wife, Colleen K. Wall, to J2 Holdings, LLC, recorded 03/28/2008 in Book 2471, Page 88 of the Pitt County Registry (less and excepting a 15 foot area in the rear of the property adjoining a City Parking Lot which is being retained by the Grantor), all described in accordance to the below referenced Hall Survey Plat incorporated herein for a more complete and accurate description:

-1- Beginning at an "Engineers Tack" located in or adjacent to the northeastern intersection of Washington Street and W. Fifth Street, said "Tack" being further located in the southwestern corner of Pitt County Tax Parcel #77376; thence running from the said "Tack" South 78 deg. 32 min. 49 sec. East 88.57 ft. to the southwestern corner of this described Pitt County Tax Parcel #07085, the POINT OF BEGINNING; thence running from the said Point of Beginning North 11 deg. 39 min. 46 sec. East 142.74 ft. to a Point;

-2- thence running from the said Point South 78 deg. 32 min. 49 sec. East 43.2 ft. (this line running parallel to and 15 ft. from a "City of Greenville Parking Lot") to a Point in or adjacent to an Alley;

-3- thence running from the said Point South 11 deg. 39 min. 46 sec. West 142.74 ft. with or adjacent to an Alley to a Point designated as "Cor. Bldg.";

-4- thence running from the said Point North 78 deg. 32 mi. 49 sec. West 43.2 ft. with or adjacent to W. Fifth Street to the aforesaid Point of Beginning.

Also included herein as a non-warranty quitclaim conveyance to the Grantee is all of such right, title, interest or claim the Grantor has or may have in the alleyway which is located adjacent to and on the east side of this described parcel as described in that Deed recorded in Book 2471, Page 88 of the Pitt County Registry.

Referenced Survey Plat:

Reference should be made to that Plat by Willard R. Hall, entitled "Survey Plat, J2 Holdings, LLC", dated 09/16/2008. This Survey Plat is incorporated herein for a more detailed description.



EXHIBIT B

Project Timeline

TASK	PROPOSED BEGINNING DATE	END BY DATE
Commission & Developer Action: Approval of Letter of Intent between Commission and Developer		
Permit applications made for all necessary improvements. Joint application by Commission & Developer		
Sales Process Offer Submitted by Developer Commission Completes Bidding Process		
If Developer is Successful Bidder City Completes agreed upon infrastructure & Site improvements		
Closing-Property Deeded to Developer		
Project Construction & systems commissioning (Developer)		
Occupation & Theatre upfit		
Grand Opening		

PROJECT MANUAL

THE GREENVILLE THEATER RENOVATIONS

November 22, 2013

Commission No. 10-0040

Construction Documents

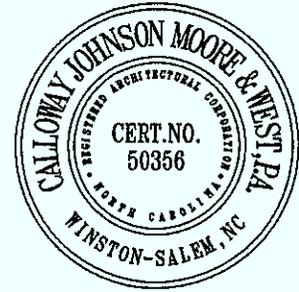
Owner:
The City of Greenville
North Carolina



CJM W Architecture ▪ 119 Brookstown Ave. ▪ Winston-Salem, NC ▪ 336-724-1503

The Greenville Theater Renovations

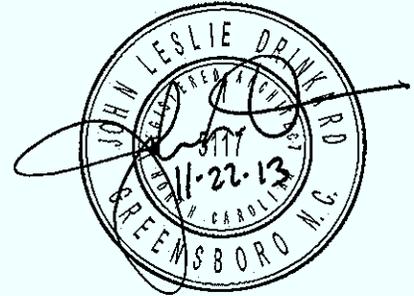
West Fifth Street
Greenville, NC



Architecture:

CJMW ARCHITECTURE
119 Brookstown Avenue
Winston-Salem, North Carolina 27101
336 724 1503

Contact:
John L. Drinkard, AIA
Amanda G. Adams, AIA

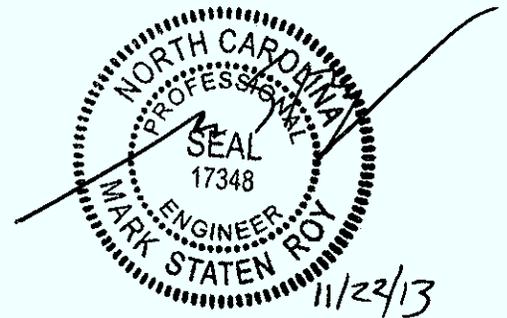


CJMW Commission No. 10-0040

Structural Engineer:

RPA ENGINEERING, PA
102 Regency Boulevard
Suite A1
Greenville, North Carolina 27834
252-321-6027

Contact:
Mark S. Roy, PE



**THE GREENVILLE THEATER RENOVATIONS
GREENVILLE, NORTH CAROLINA**

COMM. NO. 10-0040

Signature Page..... 1

DIVISION 1 – GENERAL REQUIREMENTS

See City of Greenville front end

DIVISION 2 – EXISTING CONDITIONS

Section 02-4119 Selective Structure Demolition.....3

DIVISION 3 – CONCRETE (Not Used)

DIVISION 4 – MASONRY (Not Used)

DIVISION 5 – METALS

Section 05-1200 Structural Steel Framing 7

DIVISION 6 – WOOD, PLASTICS, AND COMPOSITES

Section 06-1000 Rough Carpentry..... 6

Section 06-1600 Sheathing..... 3

Section 06-1753 Shop-Fabricated Wood Trusses 6

DIVISION 7 – THERMAL AND MOISTURE PROTECTION

Section 07-4213 Metal Wall Panels 7

Section 07-5423 Thermoplastic Polyolefin (TPO) Roofing..... 8

Section 07-6200 Sheet Metal Flashing and Trim 7

Section 07-9200 Joint Sealants..... 5

DIVISION 8 – OPENINGS (Not Used)

DIVISION 9 – FINISHES (Not Used)

DIVISION 10 – SPECIALTIES (Not Used)

DIVISION 11 – EQUIPMENT (Not Used)

DIVISION 12 – FURNISHINGS (Not Used)

DIVISION 13 – SPECIAL CONSTRUCTION (Not Used)

DIVISION 14 – CONVEYING EQUIPMENT (Not Used)

SECTION 02-4119

SELECTIVE STRUCTURE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Demolition and removal of selected portions of building, building components, or structure.

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Detach items from existing construction and deliver them to Owner.
- C. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.
- D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.4 SUBMITTALS

- A. Predemolition Photographs: Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by selective demolition operations.

1.5 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.
- B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Standards: Comply with ANSI A10.6 and NFPA 241.

1.6 PROJECT CONDITIONS

- A. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- B. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

**THE GREENVILLE THEATER RENOVATIONS
GREENVILLE, NORTH CAROLINA**

COMM. NO. 10-0040

- C. **Hazardous Materials:** It is not expected that hazardous materials will be encountered in the Work.
 - 1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Owner will remove hazardous materials under a separate contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped.
- B. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Owner and Owner's field representative.
- C. Engage with the professional engineer of record to survey condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective demolition operations.
- D. **Survey of Existing Conditions:** Record existing conditions by use of preconstruction photographs.
- E. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

3.2 PREPARATION

- A. **Site Access and Temporary Controls:** Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities. Review debris-removal operations with Owner and Owner's field representative prior to beginning work.
- B. **Temporary Facilities:** Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 - 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
 - 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
- C. **Temporary Shoring:** Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
 - 1. Strengthen or add new supports when required during progress of selective demolition.

**THE GREENVILLE THEATER RENOVATIONS
GREENVILLE, NORTH CAROLINA**

COMM. NO. 10-0040

3.3 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
 2. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
 3. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 4. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
 5. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 6. Dispose of demolished items and materials promptly.

3.4 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Roofing: Remove no more existing roofing than can be covered in one day by new roofing and so that building interior remains watertight and weathertight. Refer to Division 07 Section "Thermoplastic Membrane (TPO) Roofing" for new roofing requirements.
1. Remove existing roof membrane, flashings, copings, and roof accessories.
 2. Remove existing roofing system down to substrate. Patch existing substrate to ensure continuous plane prior to applying new materials.

3.5 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
1. Do not allow demolished materials to accumulate on-site.
 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.6 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 02-4119

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SECTION 05-1200

STRUCTURAL STEEL FRAMING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Structural steel.
 - 2. Grout.
- B. Related Sections:
 - 1. Division 01 Section "Quality Requirements" for independent testing agency procedures and administrative requirements.
 - 2. Division 09 painting Sections and for surface-preparation and priming requirements.
 - 3. Division 13 Section "Metal Building Systems" for structural steel.

1.3 DEFINITIONS

- A. Structural Steel: Elements of structural-steel frame, as classified by AISC 303, "Code of Standard Practice for Steel Buildings and Bridges."

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. LEED Submittal:
 - 1. Product Data for Credit MR 4.1: For products having recycled content, documentation indicating percentages by weight of postconsumer and preconsumer recycled content. Include statement indicating costs for each product having recycled content.
- C. Shop Drawings: Show fabrication of structural-steel components.
 - 1. Include details of cuts, connections, splices, camber, holes, and other pertinent data.
 - 2. Include embedment drawings.
 - 3. Indicate welds by standard AWS symbols, distinguishing between shop and field welds, and show size, length, and type of each weld. Show backing bars that are to be removed and supplemental fillet welds where backing bars are to remain.
 - 4. Indicate type, size, and length of bolts, distinguishing between shop and field bolts.
 - 5. For structural-steel connections indicated to comply with design loads, include structural design data signed and sealed by the qualified professional engineer responsible for their preparation.
- D. Welding certificates.
- E. Paint Compatibility Certificates: From manufacturers of topcoats applied over shop primers, certifying that shop primers are compatible with topcoats.
- F. Mill test reports for structural steel, including chemical and physical properties.

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- G. Product Test Reports: For the following:
 - 1. Bolts, nuts, and washers including mechanical properties and chemical analysis.
 - 2. Shear stud connectors.
 - 3. Shop primers.
 - 4. Nonshrink grout.
 - 5. Adhesive/epoxy anchors.
- H. Source quality-control reports.

1.5 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."
- B. Comply with applicable provisions of the following specifications and documents:
 - 1. AISC 303.
 - 2. AISC 341 and AISC 341s1.
 - 3. AISC 360.
 - 4. RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store materials to permit easy access for inspection and identification. Keep steel members off ground and spaced by using pallets, dunnage, or other supports and spacers. Protect steel members and packaged materials from corrosion and deterioration.
 - 1. Do not store materials on structure in a manner that might cause distortion, damage, or overload to members or supporting structures. Repair or replace damaged materials or structures as directed.
- B. Store fasteners in a protected place in sealed containers with manufacturer's labels intact.
 - 1. Fasteners may be repackaged provided Owner's testing and inspecting agency observes repackaging and seals containers.
 - 2. Clean and relubricate bolts and nuts that become dry or rusty before use.
 - 3. Comply with manufacturers' written recommendations for cleaning and lubricating ASTM F 1852 fasteners and for retesting fasteners after lubrication.

1.7 COORDINATION

- A. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' recommendations to ensure that shop primers and topcoats are compatible with one another.
- B. Coordinate installation of anchorage items to be embedded in or attached to other construction without delaying the Work. Provide setting diagrams, sheet metal templates, instructions, and directions for installation.

PART 2 - PRODUCTS

2.1 STRUCTURAL-STEEL MATERIALS

- A. Recycled Content of Steel Products: Provide products with an average recycled content of steel products so postconsumer recycled content plus one-half of preconsumer recycled content is not less than 25 percent.
- B. W-Shapes: ASTM A 992/A 992M.

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- C. Channels, Angles: ASTM A 36/A 36M.
- D. Plate and Bar: ASTM A 36/A 36M.
- E. Cold-Formed Hollow Structural Sections: ASTM A 500, Grade B, structural tubing.
- F. Steel Pipe: ASTM A 53/A 53M, Type E or S, Grade B.
 - 1. Weight Class: Standard.
 - 2. Finish: Black except where indicated to be galvanized.
- G. Steel Castings: ASTM A 216/A 216M, Grade WCB with supplementary requirement S11.
- H. Steel Forgings: ASTM A 668/A 668M.
- I. Welding Electrodes: Comply with AWS requirements.

2.2 BOLTS, CONNECTORS, AND ANCHORS

- A. High-Strength Bolts, Nuts, and Washers: ASTM A 325 (ASTM A 325M), Type 1, heavy-hex steel structural bolts; ASTM A 563, Grade C, (ASTM A 563M, Class 8S) heavy-hex carbon-steel nuts; and ASTM F 436 (ASTM F 436M), Type 1, hardened carbon-steel washers; all with plain finish.
- B. Shear Connectors: ASTM A 108, Grades 1015 through 1020, headed-stud type, cold-finished carbon steel; AWS D1.1/D1.1M, Type B.
- C. Unheaded Anchor Rods: ASTM F 1554, Grade 36.
 - 1. Configuration: Straight.
 - 2. Nuts: ASTM A 563 (ASTM A 563M) heavy-hex carbon steel.
 - 3. Plate Washers: ASTM A 36/A 36M carbon steel.
 - 4. Washers: ASTM F 436 (ASTM F 436M), Type 1, hardened carbon steel.
 - 5. Finish: Plain

2.3 PRIMER

- A. Primer: Fabricator's standard lead- and chromate-free, nonasphaltic, rust-inhibiting primer complying with MPI#79 and compatible with topcoat.
- B. Galvanizing Repair Paint: MPI#18, MPI#19, or SSPC-Paint 20 ASTM A 780.

2.4 GROUT

- A. Nonmetallic, Shrinkage-Resistant Grout: ASTM C 1107, factory-packaged, nonmetallic aggregate grout, noncorrosive and nonstaining, mixed with water to consistency suitable for application and a 30-minute working time.

2.5 FABRICATION

- A. Structural Steel: Fabricate and assemble in shop to greatest extent possible. Fabricate according to AISC's "Code of Standard Practice for Steel Buildings and Bridges" and AISC 360.
 - 1. Camber structural-steel members where indicated.
 - 2. Fabricate beams with rolling camber up.
 - 3. Identify high-strength structural steel according to ASTM A 6/A 6M and maintain markings until structural steel has been erected.
 - 4. Mark and match-mark materials for field assembly.

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5. Complete structural-steel assemblies, including welding of units, before starting shop-priming operations.
- B. Thermal Cutting: Perform thermal cutting by machine to greatest extent possible.
 1. Plane thermally cut edges to be welded to comply with requirements in AWS D1.1/D1.1M.
- C. Bolt Holes: Cut, drill, or punch standard bolt holes perpendicular to metal surfaces.
- D. Finishing: Accurately finish ends of columns and other members transmitting bearing loads.
- E. Cleaning: Clean and prepare steel surfaces that are to remain unpainted according to SSPC-SP 2, "Hand Tool Cleaning or SSPC-SP 3, "Power Tool Cleaning."
- F. Shear Connectors: Prepare steel surfaces as recommended by manufacturer of shear connectors. Use automatic end welding of headed-stud shear connectors according to AWS D1.1/D1.1M and manufacturer's written instructions.
- G. Holes: Provide holes required for securing other work to structural steel and for other work to pass through steel framing members.
 1. Cut, drill, or punch holes perpendicular to steel surfaces. Do not thermally cut bolt holes or enlarge holes by burning.
 2. Baseplate Holes: Cut, drill, mechanically thermal cut, or punch holes perpendicular to steel surfaces.
 3. Weld threaded nuts to framing and other specialty items indicated to receive other work.

2.6 SHOP CONNECTIONS

- A. High-Strength Bolts: Shop install high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts" for type of bolt and type of joint specified.
 1. Joint Type: Snug tightened.
- B. Weld Connections: Comply with AWS D1.1/D1.1M and AWS D1.8/D1.8M for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.
 1. Assemble and weld built-up sections by methods that will maintain true alignment of axes without exceeding tolerances in AISC 303 for mill material.

2.7 SHOP PRIMING

- A. Shop prime steel surfaces except the following:
 1. Surfaces embedded in concrete or mortar. Extend priming of partially embedded members to a depth of 2 inches (50 mm).
 2. Surfaces to be field welded.
 3. Surfaces to be high-strength bolted with slip-critical connections.
 4. Surfaces to receive sprayed fire-resistive materials (applied fireproofing).
 5. Galvanized surfaces.
- B. Surface Preparation: Clean surfaces to be painted. Remove loose rust and mill scale and spatter, slag, or flux deposits. Prepare surfaces according to the following specifications and standards:
 1. SSPC-SP 2, "Hand Tool Cleaning."
 2. SSPC-SP 3, "Power Tool Cleaning."

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- C. Priming: Immediately after surface preparation, apply primer according to manufacturer's written instructions and at rate recommended by SSPC to provide a minimum dry film thickness of 1.5 mils (0.038 mm). Use priming methods that result in full coverage of joints, corners, edges, and exposed surfaces.
 - 1. Stripe paint corners, crevices, bolts, welds, and sharp edges.
 - 2. Apply two coats of shop paint to surfaces that are inaccessible after assembly or erection. Change color of second coat to distinguish it from first.
- D. Painting: Prepare steel and apply a one-coat, nonasphaltic primer complying with SSPC-PS Guide 7.00, "Painting System Guide 7.00: Guide for Selecting One-Coat Shop Painting Systems," to provide a dry film thickness of not less than 1.5 mils (0.038 mm).

2.8 GALVANIZING

- A. Hot-Dip Galvanized Finish: Apply zinc coating by the hot-dip process to structural steel according to ASTM A 123/A 123M.
 - 1. Fill vent and drain holes that will be exposed in the finished Work unless they will function as weep holes, by plugging with zinc solder and filing off smooth.
 - 2. Galvanize lintels attached to structural-steel frame and located in exterior walls.

2.9 SOURCE QUALITY CONTROL

- A. Testing Agency: Owner will engage an independent testing and inspecting agency to perform shop tests and inspections and prepare test reports.
 - 1. Provide testing agency with access to places where structural-steel work is being fabricated or produced to perform tests and inspections.
- B. Correct deficiencies in Work that test reports and inspections indicate does not comply with the Contract Documents.
- C. Bolted Connections: Shop-bolted connections will be tested and inspected according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."
- D. Welded Connections: In addition to visual inspection, full penetration welds will be tested and inspected according to AWS D1.1/D1.1M and the following inspection procedures, at testing agency's option:
 - 1. Ultrasonic Inspection: ASTM E 164.
 - 2. Radiographic Inspection: ASTM E 94.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify, with steel Erector present, elevations of concrete- and masonry-bearing surfaces and locations of anchor rods, bearing plates, and other embedments for compliance with requirements.
 - 1. Prepare a certified survey of bearing surfaces, anchor rods, bearing plates, and other embedments showing dimensions, locations, angles, and elevations.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Provide temporary shores, guys, braces, and other supports during erection to keep structural steel secure, plumb, and in alignment against temporary construction loads and loads equal in

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intensity to design loads. Remove temporary supports when permanent structural steel, connections, and bracing are in place unless otherwise indicated.

1. Do not remove temporary shoring supporting composite deck construction until cast-in-place concrete has attained its design compressive strength.

3.3 ERECTION

- A. Set structural steel accurately in locations and to elevations indicated and according to AISC 303 and AISC 360.
- B. Base Bearing Plates: Clean concrete- and masonry-bearing surfaces of bond-reducing materials, and roughen surfaces prior to setting plates. Clean bottom surface of plates.
 1. Set plates for structural members on wedges, shims, or setting nuts as required.
 2. Weld plate washers to top of baseplate.
 3. Snug-tighten anchor rods after supported members have been positioned and plumbed. Do not remove wedges or shims but, if protruding, cut off flush with edge of plate before packing with grout.
 4. Promptly pack grout solidly between bearing surfaces and plates so no voids remain. Neatly finish exposed surfaces; protect grout and allow to cure. Comply with manufacturer's written installation instructions for shrinkage-resistant grouts.
- C. Maintain erection tolerances of structural steel within AISC's "Code of Standard Practice for Steel Buildings and Bridges."
- D. Align and adjust various members that form part of complete frame or structure before permanently fastening. Before assembly, clean bearing surfaces and other surfaces that will be in permanent contact with members. Perform necessary adjustments to compensate for discrepancies in elevations and alignment.
 1. Level and plumb individual members of structure.
 2. Make allowances for difference between temperature at time of erection and mean temperature when structure is completed and in service.
- E. Splice members only where indicated.
- F. Do not use thermal cutting during erection unless approved by Architect. Finish thermally cut sections within smoothness limits in AWS D1.1/D1.1M.
- G. Do not enlarge unfair holes in members by burning or using drift pins. Ream holes that must be enlarged to admit bolts.
- H. Shear Connectors: Prepare steel surfaces as recommended by manufacturer of shear connectors. Use automatic end welding of headed-stud shear connectors according to AWS D1.1/D1.1M and manufacturer's written instructions.

3.4 FIELD CONNECTIONS

- A. High-Strength Bolts: Install high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts" for type of bolt and type of joint specified.
 1. Joint Type: Snug tightened.
- B. Weld Connections: Comply with AWS D1.1/D1.1M and AWS D1.8/D1.8M for tolerances, appearances, welding procedure specifications, weld quality, and methods used in correcting welding work.
 1. Comply with AISC 303 and AISC 360 for bearing, alignment, adequacy of temporary connections, and removal of paint on surfaces adjacent to field welds.

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2. Remove backing bars or runoff tabs where indicated, back gouge, and grind steel smooth.
3. Assemble and weld built-up sections by methods that will maintain true alignment of axes without exceeding tolerances in AISC's "Code of Standard Practice for Steel Buildings and Bridges" for mill material.

3.5 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified independent testing and inspecting agency to inspect field welds and high-strength bolted connections.
- B. Bolted Connections: Bolted connections will be visually inspected.
- C. Welded Connections: Field welds will be visually inspected according to AWS D1.1/D1.1M.
 1. In addition to visual inspection, full penetration field welds will be tested and inspected according to AWS D1.1/D1.1M and the following inspection procedures, at testing agency's option:
 - a. Ultrasonic Inspection: ASTM E 164.
 - b. Radiographic Inspection: ASTM E 94.
- D. Correct deficiencies in Work that test reports and inspections indicate does not comply with the Contract Documents.

3.6 REPAIRS AND PROTECTION

- A. Galvanized Surfaces: Clean areas where galvanizing is damaged or missing and repair galvanizing to comply with ASTM A 780.
- B. Touchup Painting: Immediately after erection, clean exposed areas where primer is damaged or missing and paint with the same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.
 1. Clean and prepare surfaces by SSPC-SP 2 hand-tool cleaning or SSPC-SP 3 power-tool cleaning.
- C. Touchup Painting: Cleaning and touchup painting are specified in Division 09 painting Sections.

END OF SECTION 05-1200

SECTION 06-1000

ROUGH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
1. Framing with dimension lumber.
 2. Framing with timber.
 3. Framing with engineered wood products.
 4. Wood blocking, cants, and nailers.

1.3 DEFINITIONS

- A. Exposed Framing: Framing not concealed by other construction.
- B. Dimension Lumber: Lumber of 2 inches nominal (38 mm actual) or greater but less than 5 inches nominal (114 mm actual) in least dimension.
- C. Timber: Lumber of 5 inches nominal (114 mm actual) or greater in least dimension.
- D. Lumber grading agencies, and the abbreviations used to reference them, include the following:
1. NeLMA: Northeastern Lumber Manufacturers' Association.
 2. NLGA: National Lumber Grades Authority.
 3. RIS: Redwood Inspection Service.
 4. SPIB: The Southern Pine Inspection Bureau.
 5. WCLIB: West Coast Lumber Inspection Bureau.
 6. WWPA: Western Wood Products Association.

1.4 SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.
1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.
 2. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Include physical properties of treated materials based on testing by a qualified independent testing agency.
 3. For fire-retardant treatments specified to be High-Temperature (HT) type, include physical properties of treated lumber both before and after exposure to elevated temperatures, based on testing by a qualified independent testing agency according to ASTM D 5664.
 4. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to Project site.

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5. Include copies of warranties from chemical treatment manufacturers for each type of treatment.
- B. Fastener Patterns: Full-size templates for fasteners in exposed framing.
- C. LEED Submittals:
 1. Product Data for Credit EQ 4.1: For adhesives, including printed statement of VOC content.
 2. Product Data for Credit EQ 4.4: For composite-wood products, documentation indicating that product contains no urea formaldehyde.
 3. Certificates for Credit MR 7: Chain-of-custody certificates certifying that products specified to be made from certified wood comply with forest certification requirements. Include evidence that mill is certified for chain of custody by an FSC-accredited certification body.
 - a. Include statement indicating costs for each certified wood product.
- D. Material Certificates: For dimension lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by the ALSC Board of Review.
- E. Research/Evaluation Reports: For the following, showing compliance with building code in effect for Project:
 1. Wood-preservative-treated wood.
 2. Engineered wood products.
 3. Power-driven fasteners.
 4. Powder-actuated fasteners.
 5. Expansion anchors.
 6. Metal framing anchors.

1.5 QUALITY ASSURANCE

- A. Source Limitations for Engineered Wood Products: Obtain each type of engineered wood product through one source from a single manufacturer.
- B. Forest Certification: For the following wood products, provide materials produced from wood obtained from forests certified by an FSC-accredited certification body to comply with FSC STD-01-001, "FSC Principles and Criteria for Forest Stewardship":
 1. Dimension lumber framing.
 2. Timber.
 3. Laminated-veneer lumber.
 4. Parallel-strand lumber.
 5. Miscellaneous lumber.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Stack lumber flat with spacers between each bundle to provide air circulation. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS, GENERAL

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules-writing agency

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certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.

1. Factory mark each piece of lumber with grade stamp of grading agency.
 2. For exposed lumber indicated to receive a stained or natural finish, mark grade stamp on end or back of each piece or omit grade stamp and provide certificates of grade compliance issued by grading agency.
 3. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
 4. Provide dressed lumber, S4S, unless otherwise indicated.
- B. Engineered Wood Products: Provide engineered wood products acceptable to authorities having jurisdiction and for which current model code research or evaluation reports exist that show compliance with building code in effect for Project.
1. Allowable Design Stresses: Provide engineered wood products with allowable design stresses, as published by manufacturer, that meet or exceed those indicated. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency.

2.2 WOOD-PRESERVATIVE-TREATED LUMBER

- A. Preservative Treatment by Pressure Process: AWPAC2, except that lumber that is not in contact with the ground and is continuously protected from liquid water may be treated according to AWPAC31 with inorganic boron (SBX).
1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
 2. For exposed items indicated to receive a stained or natural finish, use chemical formulations that do not require incising, contain colorants, bleed through, or otherwise adversely affect finishes.
- B. Kiln-dry lumber after treatment to a maximum moisture content of 19 percent. Do not use material that is warped or does not comply with requirements for untreated material.
- C. Mark lumber with treatment quality mark of an inspection agency approved by the ALSC Board of Review.
1. For exposed lumber indicated to receive a stained or natural finish, mark end or back of each piece or omit marking and provide certificates of treatment compliance issued by inspection agency.
- D. Application: Treat items indicated on Drawings, and the following:
1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
 2. Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.
 3. Wood framing and furring attached directly to the interior of below-grade exterior masonry or concrete walls.
 4. Wood framing members that are less than 18 inches (460 mm) above the ground in crawlspaces or unexcavated areas.
 5. Wood floor plates that are installed over concrete slabs-on-grade.

2.3 DIMENSION LUMBER FRAMING

- A. Maximum Moisture Content: 19 percent.

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- B. Exterior and Load-Bearing Walls: No. 2 grade and any the following species:
 - 1. Southern pine; SPIB.
 - 2. Mixed southern pine; SPIB.

- C. Joists, Rafters, and Other Framing Not Listed Above: No. 2 and any of the following species:
 - 1. Southern pine; SPIB.
 - 2. Mixed southern pine; SPIB.

2.4 TIMBER FRAMING

- A. Provide timber framing complying with the following requirements, according to grading rules of grading agency indicated:
 - 1. Species and Grade: Southern pine, No. 1 grade; SPIB.
 - 2. Maximum Moisture Content: 20 percent.
 - 3. Additional Restriction: Free of heart centers.

2.5 ENGINEERED WOOD PRODUCTS

- A. Laminated-Veneer Lumber: Structural composite lumber made from wood veneers with grain primarily parallel to member lengths, evaluated and monitored according to ASTM D 5456 and manufactured with an exterior-type adhesive complying with ASTM D 2559 and containing no urea formaldehyde.
 - 1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Boise Cascade Corporation.
 - b. Finforest USA.
 - c. Georgia-Pacific.
 - d. Louisiana-Pacific Corporation.
 - e. Pacific Woodtech Corporation.
 - f. Roseburg Forest Products Co.
 - g. Weldwood of Canada Limited; Subsidiary of International Paper Corporation.
 - h. Weyerhaeuser Company.
 - 2. Extreme Fiber Stress in Bending, Edgewise: 3100 psi (21.3 MPa).
 - 3. Modulus of Elasticity, Edgewise: 2,000,000 psi (13 700 MPa).

2.6 MISCELLANEOUS LUMBER

- A. General: Provide miscellaneous lumber indicated and lumber for support or attachment of other construction, including the following:
 - 1. Blocking.
 - 2. Nailers.

- B. For items of dimension lumber size, provide Construction or No. 2 grade lumber with 19 percent maximum moisture content of any species.

- C. For blocking not used for attachment of other construction, Utility, Stud, or No. 3 grade lumber of any species may be used provided that it is cut and selected to eliminate defects that will interfere with its attachment and purpose.

- D. For blocking and nailers used for attachment of other construction, select and cut lumber to eliminate knots and other defects that will interfere with attachment of other work.

- E. For furring strips for installing plywood or hardboard paneling, select boards with no knots capable of producing bent-over nails and damage to paneling.

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2.7 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and manufacture.
 - 1. Where rough carpentry is exposed to weather, in ground contact, pressure-preservative treated, or in area of high relative humidity, provide fasteners with hot-dip zinc coating.
- B. Nails, Brads, and Staples: ASTM F 1667.
- C. Power-Driven Fasteners: NES NER-272.
- D. Wood Screws: ASME B18.6.1.
- E. Lag Bolts: ASME B18.2.1 (ASME B18.2.3.8M).
- F. Bolts: Steel bolts complying with ASTM A 307, Grade A (ASTM F 568M, Property Class 4.6); with ASTM A 563 (ASTM A 563M) hex nuts and, where indicated, flat washers.
- G. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to 6 times the load imposed when installed in unit masonry assemblies and equal to 4 times the load imposed when installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing and inspecting agency.
 - 1. Material: Carbon-steel components, zinc plated to comply with ASTM B 633, Class Fe/Zn 5.
 - 2. Material: Stainless steel with bolts and nuts complying with ASTM F 593 and ASTM F 594, Alloy Group 1 or 2 (ASTM F 738M and ASTM F 836M, Grade A1 or A4).

2.8 METAL FRAMING ANCHORS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Alpine Engineered Products, Inc.
 - 2. Cleveland Steel Specialty Co.
 - 3. Harlen Metal Products, Inc.
 - 4. KC Metals Products, Inc.
 - 5. Simpson Strong-Tie Co., Inc.
 - 6. Southeastern Metals Manufacturing Co., Inc.
 - 7. USP Structural Connectors.
- C. Allowable Design Loads: Provide products with allowable design loads, as published by manufacturer, that meet or exceed those indicated. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency.
- D. Galvanized Steel Sheet: Hot-dip, zinc-coated steel sheet complying with ASTM A 653/A 653M, G60 (Z180) coating designation.
 - 1. Use for interior locations where stainless steel is not indicated.

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PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit rough carpentry to other construction; scribe and cope as needed for accurate fit. Locate nailers, blocking and similar supports to comply with requirements for attaching other construction.
- B. Framing Standard: Comply with AF&PA's "Details for Conventional Wood Frame Construction," unless otherwise indicated.
- C. Framing with Engineered Wood Products: Install engineered wood products to comply with manufacturer's written instructions.
- D. Metal Framing Anchors: Install metal framing to comply with manufacturer's written instructions.
- E. Do not splice structural members between supports, unless otherwise indicated.
- F. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.
 - 1. Provide metal clips for fastening gypsum board or lath at corners and intersections where framing or blocking does not provide a surface for fastening edges of panels. Space clips not more than 16 inches (406 mm) o.c.
- G. Sort and select lumber so that natural characteristics will not interfere with installation or with fastening other materials to lumber. Do not use materials with defects that interfere with function of member or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- H. Comply with AWPA M4 for applying field treatment to cut surfaces of preservative-treated lumber.
 - 1. Use inorganic boron for items that are continuously protected from liquid water.
 - 2. Use copper naphthenate for items not continuously protected from liquid water.
- I. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated on the drawings.
- J. Use common wire nails, unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood; do not countersink nail heads, unless otherwise indicated.

3.2 PROTECTION

- A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.
- B. Protect rough carpentry from weather. If, despite protection, rough carpentry becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.

END OF SECTION 06-1000

SECTION 06-1600

SHEATHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Wall sheathing.
 - 2. Roof sheathing.
 - 3. Sheathing joint-and-penetration treatment.

1.3 SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Stack plywood and other panels flat with spacers between each bundle to provide air circulation. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 WOOD PANEL PRODUCTS, GENERAL

- A. Plywood: Either DOC PS 1 or DOC PS 2, unless otherwise indicated.
- B. Thickness: As needed to comply with requirements specified, but not less than thickness indicated.
- C. Factory mark panels to indicate compliance with applicable standard.

2.2 WALL SHEATHING

- A. Plywood Wall Sheathing: Exterior sheathing.
 - 1. Nominal Thickness: Not less than 3/4 inch.
- B. Extruded-Polystyrene-Foam Wall Sheathing: ASTM C 578, Type IV, in manufacturer's standard lengths and widths with tongue-and-groove or shiplap long edges as standard with manufacturer.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. DiversiFoam Products.
 - b. Dow Chemical Company (The).
 - c. Owens Corning.
 - d. Pactiv, Inc.
 - 2. Thickness: As indicated.

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2.3 ROOF SHEATHING

- A. Plywood Roof Sheathing: Exterior sheathing.
1. Nominal Thickness: Not less than 3/4 inch.

2.4 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and manufacture.
1. For roof and wall sheathing, provide fasteners of Type 304 stainless steel.
- B. Nails, Brads, and Staples: ASTM F 1667.
- C. Power-Driven Fasteners: NES NER-272.
- D. Wood Screws: ASME B18.6.1.

2.5 SHEATHING JOINT-AND-PENETRATION TREATMENT MATERIALS

- A. Sheathing Tape for Foam-Plastic Sheathing: Pressure-sensitive plastic tape recommended by sheathing manufacturer for sealing joints and penetrations in sheathing.

2.6 MISCELLANEOUS MATERIALS

- A. Flexible Flashing: Composite, self-adhesive, flashing product consisting of a pliable, rubberized-asphalt compound, bonded to a high-density, cross-laminated polyethylene film to produce an overall thickness of not less than 0.030 inch (0.8 mm).
1. Products: Subject to compliance with requirements, provide one of the following:
a. Carlisle Coatings & Waterproofing; CCW-705-TWF Thru-Wall Flashing.
b. Grace Construction Products, a unit of W. R. Grace & Co. - Conn.; Vycor Plus Self-Adhered Flashing.
c. MFM Building Products Corp.; Window Wrap.
d. Polyguard Products, Inc.; Polyguard 300.
- B. Primer for Flexible Flashing: Product recommended by manufacturer of flexible flashing for substrate.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Do not use materials with defects that impair quality of sheathing or pieces that are too small to use with minimum number of joints or optimum joint arrangement.
- B. Cut panels at penetrations, edges, and other obstructions of work; fit tightly against abutting construction, unless otherwise indicated.
- C. Securely attach to substrate by fastening as indicated, complying with the following:
1. NES NER-272 for power-driven fasteners.
2. Table 2304.9.1, "Fastening Schedule," in ICC's "International Building Code."
- D. Use common screws, unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections. Install fasteners without splitting wood.

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- E. Coordinate wall and roof sheathing installation with flashing and joint-sealant installation so these materials are installed in sequence and manner that prevent exterior moisture from passing through completed assembly.
- F. Coordinate sheathing installation with installation of materials installed over sheathing so sheathing is not exposed to precipitation or left exposed at end of the workday when rain is forecast.

3.2 WOOD STRUCTURAL PANEL INSTALLATION

- A. General: Comply with applicable recommendations in APA Form No. E30S, "Engineered Wood Construction Guide," for types of structural-use panels and applications indicated.
- B. Fastening Methods: Fasten panels as indicated below:
 - 1. Wall and Roof Sheathing:
 - a. Screw to wood framing.
 - b. Space panels 1/8 inch (3 mm) apart at edges and ends.

3.3 FOAM-PLASTIC SHEATHING INSTALLATION

- A. Comply with manufacturer's written instructions.
- B. Foam-Plastic Wall Sheathing: Install vapor-relief strips or equivalent for permitting escape of moisture vapor that otherwise would be trapped in stud cavity behind sheathing.

3.4 SHEATHING JOINT-AND-PENETRATION TREATMENT

- A. Seal sheathing joints according to sheathing manufacturer's written instructions.
 - 1. Apply elastomeric sealant to joints and fasteners and trowel flat. Apply sufficient quantity of sealant to completely cover joints and fasteners after troweling. Seal other penetrations and openings.
 - 2. Apply sheathing tape to joints between foam-plastic sheathing panels and at items penetrating sheathing. Apply at upstanding flashing to overlap both flashing and sheathing.

3.5 FLEXIBLE FLASHING INSTALLATION

- A. Apply flexible flashing where indicated to comply with manufacturers written instructions.
 - 1. Prime substrates as recommended by flashing manufacturer.
 - 2. Lap seams and junctures with other materials at least 4 inches (100 mm), except that at flashing flanges of other construction, laps need not exceed flange width.
 - 3. After flashing has been applied, roll surfaces with a hard rubber or metal roller to ensure that flashing is completely adhered to substrates.
 - 4. Attach termination bar at top of flexible flashing with screws spaced at 12" o.c.

END OF SECTION 06-1600

SECTION 06 1753

SHOP-FABRICATED WOOD TRUSSES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Wood roof trusses.
 - 2. Wood truss bracing.
 - 3. Metal truss accessories.

1.3 DEFINITIONS

- A. Metal-Plate-Connected Wood Trusses: Planar structural units consisting of metal-plate-connected members fabricated from dimension lumber and cut and assembled before delivery to Project site.
- B. TPI: Truss Plate Institute, Inc.
- C. Lumber grading agencies, and the abbreviations used to reference them, include the following:
 - 1. NeLMA: Northeastern Lumber Manufacturers' Association.
 - 2. NLGA: National Lumber Grades Authority.
 - 3. SPIB: The Southern Pine Inspection Bureau.
 - 4. WCLIB: West Coast Lumber Inspection Bureau.
 - 5. WWPA: Western Wood Products Association.

1.4 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Provide metal-plate-connected wood trusses capable of withstanding design loads within limits and under conditions indicated. Comply with requirements in TPI 1 unless more stringent requirements are specified below.
 - 1. Design Loads: As indicated.
 - 2. Maximum Deflection Under Design Loads:
 - a. Roof Trusses: Vertical deflection of 1/180 of span.

1.5 SUBMITTALS

- A. Product Data: For wood-preserved-treated lumber, metal-plate connectors, metal truss accessories, and fasteners.
 - 1. Include data for wood-preserved treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.
 - 2. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to truss fabricator.
 - 3. Include copies of warranties from chemical treatment manufacturers for each type of treatment.

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- B. Shop Drawings: Prepared by or under the supervision of a qualified professional engineer. Show fabrication and installation details for trusses.
 - 1. Show location, pitch, span, camber, configuration, and spacing for each type of truss required.
 - 2. Indicate sizes, stress grades, and species of lumber.
 - 3. Indicate locations of permanent bracing required to prevent buckling of individual truss members due to design loads.
 - 4. Indicate type, size, material, finish, design values, orientation, and location of metal connector plates.
 - 5. Show splice details and bearing details.
 - 6. For installed products indicated to comply with design loads, include structural analysis data signed and sealed by the qualified professional engineer responsible for their preparation.
- C. Product Certificates: For metal-plate-connected wood trusses, signed by officer of truss fabricating firm.
- D. Qualification Data: For metal-plate manufacturer and fabricator.
- E. Material Certificates: For dimension lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use and design values approved by the ALSC Board of Review.
- F. Research/Evaluation Reports: For the following, showing compliance with building code in effect for Project:
 - 1. Metal-plate connectors.
 - 2. Metal truss accessories.

1.6 QUALITY ASSURANCE

- A. Metal Connector-Plate Manufacturer Qualifications: A manufacturer that is a member of TPI and that complies with quality-control procedures in TPI 1 for manufacture of connector plates.
 - 1. Manufacturer's responsibilities include providing professional engineering services needed to assume engineering responsibility.
 - 2. Engineering Responsibility: Preparation of Shop Drawings and comprehensive engineering analysis by a qualified professional engineer.
- B. Fabricator Qualifications: Shop that participates in a recognized quality-assurance program that complies with quality-control procedures in TPI 1 and that involves third-party inspection by an independent testing and inspecting agency acceptable to Architect and authorities having jurisdiction.
- C. Source Limitations for Connector Plates: Obtain metal connector plates from a single manufacturer.
- D. Comply with applicable requirements and recommendations of the following publications:
 - 1. TPI 1, "National Design Standard for Metal Plate Connected Wood Truss Construction."
 - 2. TPI DSB, "Recommended Design Specification for Temporary Bracing of Metal Plate Connected Wood Trusses."
 - 3. TPI HIB, "Commentary and Recommendations for Handling, Installing & Bracing Metal Plate Connected Wood Trusses."
- E. Wood Structural Design Standard: Comply with applicable requirements in AF&PA's "National Design Specifications for Wood Construction" and its "Supplement."

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- F. Forest Certification: Provide metal-plate-connected wood trusses produced from wood obtained from forests certified by an FSC-accredited certification body to comply with FSC STD-01-001, "FSC Principles and Criteria for Forest Stewardship."

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Handle and store trusses to comply with recommendations of TPI HIB, "Commentary and Recommendations for Handling, Installing & Bracing Metal Plate Connected Wood Trusses."
 - 1. Store trusses flat, off of ground, and adequately supported to prevent lateral bending.
 - 2. Protect trusses from weather by covering with waterproof sheeting, securely anchored.
 - 3. Provide for air circulation around stacks and under coverings.
- B. Inspect trusses showing discoloration, corrosion, or other evidence of deterioration. Discard and replace trusses that are damaged or defective.

1.8 COORDINATION

- A. Time delivery and erection of trusses to avoid extended on-site storage and to avoid delaying progress of other trades whose work must follow erection of trusses.

PART 2 - PRODUCTS

2.1 DIMENSION LUMBER

- A. Lumber: DOC PS 20 and applicable rules of grading agencies indicated. If no grading agency is indicated, provide lumber that complies with the applicable rules of any rules writing agency certified by the ALSC Board of Review. Provide lumber graded by an agency certified by the ALSC Board of Review to inspect and grade lumber under the rules indicated.
 - 1. Factory mark each piece of lumber with grade stamp of grading agency.
 - 2. For exposed lumber indicated to receive a stained or natural finish, omit grade stamp and provide certificates of grade compliance issued by grading agency.
 - 3. Provide dressed lumber, S4S.
 - 4. Provide dry lumber with 19 percent maximum moisture content at time of dressing.
- B. Grade and Species: For truss chord and web members, provide dimension lumber of any species, graded visually or mechanically, and capable of supporting required loads without exceeding allowable design values according to AF&PA's "National Design Specifications for Wood Construction" and its "Supplement."
- C. Permanent Bracing: Provide wood bracing that complies with requirements for miscellaneous lumber in Division 06 Section Rough Carpentry.

2.2 METAL CONNECTOR PLATES

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Alpine Engineered Products, Inc.
 - 2. Cherokee Metal Products, Inc.; Masengill Machinery Company.
 - 3. CompuTrus, Inc.
 - 4. Eagle Metal Products.
 - 5. Jager Building Systems, Inc.
 - 6. MiTek Industries, Inc.; a subsidiary of Berkshire Hathaway Inc.

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7. Robbins Engineering, Inc.
8. TEE-LOK Corporation; a subsidiary of Berkshire Hathaway Inc.
9. Truswal Systems Corporation.

- C. General: Fabricate connector plates to comply with TPI 1.
- D. Hot-Dip Galvanized Steel Sheet: ASTM A 653/A 653M; Structural Steel (SS), high-strength low-alloy steel Type A (HSLAS Type A), or high-strength low-alloy steel Type B (HSLAS Type B); G60 coating designation; and not less than 0.036 inch thick.
1. Use for interior locations where stainless steel is not indicated.

2.3 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and manufacture.
- B. Nails, Brads, and Staples: ASTM F 1667.
- C. Power-Driven Fasteners: NES NER-272.
- D. Wood Screws: ASME B18.6.1.
- E. Lag Bolts: ASME B18.2.1.
- F. Bolts: Steel bolts complying with ASTM A 307, Grade A; with ASTM A 563 hex nuts and, where indicated, flat washers.
- G. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to 6 times the load imposed when installed in unit masonry assemblies and equal to 4 times the load imposed when installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing and inspecting agency.
1. Material: Carbon-steel components, zinc plated to comply with ASTM B 633, Class Fe/Zn 5.
 2. Material: Stainless steel with bolts and nuts complying with ASTM F 593 and ASTM F 594, Alloy Group 1 or 2.

2.4 METAL TRUSS ACCESSORIES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Cleveland Steel Specialty Co.
 2. Harlen Metal Products, Inc.
 3. KC Metals Products, Inc.
 4. Simpson Strong-Tie Co., Inc.
 5. Southeastern Metals Manufacturing Co., Inc.
 6. USP Structural Connectors.
- B. Allowable Design Loads: Provide products with allowable design loads, as published by manufacturer, that meet or exceed those indicated. Manufacturer's published values shall be determined from empirical data or by rational engineering analysis and demonstrated by comprehensive testing performed by a qualified independent testing agency.
- C. Galvanized Steel Sheet: Hot-dip, zinc-coated steel sheet complying with ASTM A 653/A 653M, G60 coating designation.

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1. Use for interior locations where stainless steel is not indicated.
- D. Roof Truss Bracing/Spacers: U-shaped channels, 1-1/2 inches wide by 1 inch deep by 0.040 inch thick, made to fit between 2 adjacent trusses and accurately space them apart, and with tabs having metal teeth for fastening to trusses.

2.5 MISCELLANEOUS MATERIALS

- A. Galvanizing Repair Paint: SSPC-Paint 20, with dry film containing a minimum of 94 percent zinc dust by weight.

2.6 FABRICATION

- A. Cut truss members to accurate lengths, angles, and sizes to produce close-fitting joints.
- B. Fabricate metal connector plates to sizes, configurations, thicknesses, and anchorage details required to withstand design loads for types of joint designs indicated.
- C. Assemble truss members in design configuration indicated; use jigs or other means to ensure uniformity and accuracy of assembly with joints closely fitted to comply with tolerances in TPI 1. Position members to produce design camber indicated.
 1. Fabricate wood trusses within manufacturing tolerances in TPI 1.
- D. Connect truss members by metal connector plates located and securely embedded simultaneously in both sides of wood members by air or hydraulic press.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install wood trusses only after supporting construction is in place and is braced and secured.
- B. If trusses are delivered to Project site in more than one piece, assemble trusses before installing.
- C. Hoist trusses in place by lifting equipment suited to sizes and types of trusses required, exercising care not to damage truss members or joints by out-of-plane bending or other causes.
- D. Install and brace trusses according to TPI recommendations and as indicated.
- E. Install trusses plumb, square, and true to line and securely fasten to supporting construction.
- F. Space trusses as indicated; adjust and align trusses in location before permanently fastening.
- G. Anchor trusses securely at bearing points; use metal truss tie-downs or floor truss hangers as applicable. Install fasteners through each fastener hole in truss accessories according to manufacturer's fastening schedules and written instructions.
- H. Securely connect each truss ply required for forming built-up girder trusses.
 1. Anchor trusses to girder trusses as indicated.
- I. Install and fasten permanent bracing during truss erection and before construction loads are applied. Anchor ends of permanent bracing where terminating at walls or beams.
 1. Install bracing to comply with Division 06 Section Rough Carpentry.

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2. Install and fasten strongback bracing vertically against vertical web of parallel-chord floor trusses at centers indicated.
- J. Install wood trusses within installation tolerances in TPI 1.
- K. Do not cut or remove truss members.
- L. Replace wood trusses that are damaged or do not meet requirements.
 1. Do not alter trusses in field.

3.2 REPAIRS AND PROTECTION

- A. Protect wood that has been treated with inorganic boron (SBX) from weather. If, despite protection, inorganic boron-treated wood becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.
- B. Protect rough carpentry from weather. If, despite protection, rough carpentry becomes wet, apply EPA-registered borate treatment. Apply borate solution by spraying to comply with EPA-registered label.
- C. Repair damaged galvanized coatings on exposed surfaces with galvanized repair paint according to ASTM A 780 and manufacturer's written instructions.

END OF SECTION

SECTION 07-4213

METAL WALL PANELS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Concealed-fastener, lap-seam metal wall panels.
- B. Related Sections:
 - 1. Division 07 Section "Sheet Metal Flashing and Trim" for flashing and other sheet metal work that is to be coordinated with metal wall panel assemblies.

1.3 DEFINITION

- A. Metal Wall Panel Assembly: Metal wall panels, attachment system components, miscellaneous metal framing, thermal insulation, and accessories necessary for a complete weathertight wall system.

1.4 PERFORMANCE REQUIREMENTS

- A. General Performance: Metal wall panel assemblies shall comply with performance requirements without failure due to defective manufacture, fabrication, installation, or other defects in construction.
- B. Water Penetration under Static Pressure: No water penetration when tested according to ASTM E 331 at the following test-pressure difference:
 - 1. Test-Pressure Difference: 6.24 lbf/sq. ft. (300 Pa).
- C. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes by preventing buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
 - 1. Temperature Change (Range): 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

1.5 SUBMITTALS

- A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each type of wall panel and accessory.
- B. Shop Drawings: Show fabrication and installation layouts of metal wall panels; details of edge conditions, joints, panel profiles, corners, anchorages, attachment system, trim, flashings, closures, and accessories; and special details. Distinguish between factory-, shop- and field-assembled work.

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1. Accessories: Include details of the following items, at a scale of not less than 1-1/2 inches per 12 inches (1:10):
 - a. Flashing and trim.
 - b. Anchorage systems.
- C. Samples for Initial Selection: For each type of metal wall panel indicated with factory-applied color finishes.
 1. Include similar Samples of trim and accessories involving color selection.
 2. Include manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each sealant exposed to view.
- D. Samples for Verification: For each type of exposed finish required, prepared on Samples of size indicated below.
 1. Metal Wall Panels: 12 inches (305 mm) long by actual panel width. Include fasteners, closures, and other metal wall panel accessories.
- E. Warranties: Sample of special warranties.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: An employer of workers trained and approved by manufacturer.
- B. Source Limitations: Obtain each type of metal wall panel from single source from single manufacturer.
- C. Preinstallation Conference: Conduct conference at Project site.
 1. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
 2. Review methods and procedures related to metal wall panel installation, including manufacturer's written instructions.
 3. Examine support conditions for compliance with requirements, including alignment between and attachment to structural members.
 4. Review flashings, special siding details, wall penetrations, openings, and condition of other construction that will affect metal wall panels.
 5. Review temporary protection requirements for metal wall panel assembly during and after installation.
 6. Review wall panel observation and repair procedures after metal wall panel installation.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver components, sheets, metal wall panels, and other manufactured items so as not to be damaged or deformed. Package metal wall panels for protection during transportation and handling.
- B. Unload, store, and erect metal wall panels in a manner to prevent bending, warping, twisting, and surface damage.
- C. Stack metal wall panels horizontally on platforms or pallets, covered with suitable weathertight and ventilated covering. Store metal wall panels to ensure dryness, with positive slope for drainage of water. Do not store metal wall panels in contact with other materials that might cause staining, denting, or other surface damage.
- D. Retain strippable protective covering on metal wall panel for period of metal wall panel installation.

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1.8 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit assembly of metal wall panels to be performed according to manufacturers' written instructions and warranty requirements.
- B. Field Measurements: Verify locations of structural members and wall opening dimensions by field measurements before metal wall panel fabrication, and indicate measurements on Shop Drawings.

1.9 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of metal wall panel assemblies that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Structural failures including rupturing, cracking, or puncturing.
 - b. Deterioration of metals and other materials beyond normal weathering.
 - 2. Warranty Period: Two years from date of Substantial Completion.
- B. Special Warranty on Panel Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace metal wall panels that show evidence of deterioration of factory-applied finishes within specified warranty period.
 - 1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
 - a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
 - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
 - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
 - 2. Finish Warranty Period: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PANEL MATERIALS

- A. Metallic-Coated Steel Sheet: Restricted flatness steel sheet metallic coated by the hot-dip process and prepainted by the coil-coating process to comply with ASTM A 755/A 755M.
 - 1. Zinc-Coated (Galvanized) Steel Sheet: ASTM A 653/A 653M, G90 (Z275) coating designation; structural quality.
 - 2. Aluminum-Zinc Alloy-Coated Steel Sheet: ASTM A 792/A 792M, Class AZ50 coating designation, Grade 40 (Class AZM150 coating designation, Grade 275); structural quality.
 - 3. Surface: Smooth, flat finish.
 - 4. Exposed Coil-Coated Finish:
 - a. Metallic Fluoropolymer: AAMA 621. 3-coat fluoropolymer finish with suspended metallic flakes containing not less than 70 percent PVDF resin by weight in both color coat and clear topcoat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
 - 5. Concealed Finish: Apply pretreatment and manufacturer's standard white or light-colored acrylic or polyester backer finish consisting of prime coat and wash coat with a minimum total dry film thickness of 0.5 mil (0.013 mm).
- B. Panel Sealants:
 - 1. Sealant Tape: Pressure-sensitive, 100 percent solids, gray polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch (13 mm) wide and 1/8 inch (3 mm) thick.

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2. Joint Sealant: ASTM C 920; elastomeric polyurethane, polysulfide, or silicone sealant; of type, grade, class, and use classifications required to seal joints in metal wall panels and remain weathertight; and as recommended in writing by metal wall panel manufacturer.
3. Butyl-Rubber-Based, Solvent-Release Sealant: ASTM C 1311.

2.2 MISCELLANEOUS MATERIALS

- A. Panel Fasteners: Self-tapping screws, bolts, nuts, self-locking rivets and bolts, end-welded studs, and other suitable fasteners designed to withstand design loads. Provide exposed fasteners with heads matching color of metal wall panels by means of plastic caps or factory-applied coating. Provide EPDM, PVC, or neoprene sealing washers.

2.3 CONCEALED-FASTENER, LAP-SEAM METAL WALL PANELS

- A. General: Provide factory-formed metal wall panels designed to be field assembled by lapping and interconnecting side edges of adjacent panels and mechanically attaching through panel to supports using concealed fasteners in side laps. Include accessories required for weathertight installation.
- B. Tapered-Rib-Profile, Concealed-Fastener Metal Wall Panels: Formed with raised, trapezoidal major ribs and flat pan between major ribs.
 1. Basis-of-Design Product: Subject to compliance with requirements, provide Atas International, Inc.; Multi Purpose Panel MPN160 or comparable product by one of the following:
 - a. Dimensional Metals, Inc.
 - b. Metal Sales Manufacturing Corporation.
 - c. Metecno-Morin.
 2. Material: Zinc-coated (galvanized) steel sheet, 0.028-inch (0.71-mm) nominal thickness.
 - a. Exterior Finish: Metallic fluoropolymer.
 - b. Color: As selected by Architect from manufacturer's full range of premium finishes.
 3. Material: Aluminum-zinc alloy-coated steel sheet, 0.028-inch (0.71-mm) nominal thickness.
 - a. Exterior Finish: Metallic fluoropolymer.
 - b. Color: As selected by Architect from manufacturer's full range of premium finishes.
 4. Panel Coverage: 16 inches.
 5. Panel Height: 1-1/4 inches.
 6. Rib width: 1/2 inch.

2.4 ACCESSORIES

- A. Wall Panel Accessories: Provide components required for a complete metal wall panel assembly including trim, copings, fasciae, mullions, sills, corner units, clips, flashings, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal wall panels, unless otherwise indicated.
 1. Closures: Provide closures at eaves and rakes, fabricated of same metal as metal wall panels.
 2. Backing Plates: Provide metal backing plates at panel end splices, fabricated from material recommended by manufacturer.
 3. Closure Strips: Closed-cell, expanded, cellular, rubber or crosslinked, polyolefin-foam or closed-cell laminated polyethylene; minimum 1-inch- (25-mm-) thick, flexible closure strips; cut or premolded to match metal wall panel profile. Provide closure strips where indicated or necessary to ensure weathertight construction.
- B. Flashing and Trim: Formed from 0.018-inch (0.46-mm) minimum thickness, zinc-coated (galvanized) steel sheet or aluminum-zinc alloy-coated steel sheet prepainted with coil coating.

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Provide flashing and trim as required to seal against weather and to provide finished appearance. Locations include, but are not limited to, bases, drips, sills, jambs, corners, endwalls, framed openings, rakes, fasciae, parapet caps, soffits, reveals, and fillers. Finish flashing and trim with same finish system as adjacent metal wall panels.

2.5 FABRICATION

- A. General: Fabricate and finish metal wall panels and accessories at the factory to greatest extent possible, by manufacturer's standard procedures and processes, as necessary to fulfill indicated performance requirements demonstrated by laboratory testing. Comply with indicated profiles and with dimensional and structural requirements.
- B. Fabricate metal wall panels in a manner that eliminates condensation on interior side of panel and with joints between panels designed to form weathertight seals.
- C. Provide panel profile, including major ribs and intermediate stiffening ribs, if any, for full length of panel.
- D. Sheet Metal Accessories: Fabricate flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to the design, dimensions, metal, and other characteristics of item indicated.
 - 1. Form exposed sheet metal accessories that are without excessive oil canning, buckling, and tool marks and that are true to line and levels indicated, with exposed edges folded back to form hems.
 - 2. Seams for Other Than Aluminum: Fabricate nonmoving seams in accessories with flat-lock seams. Tin edges to be seamed, form seams, and solder.
 - 3. Sealed Joints: Form nonexpansion but movable joints in metal to accommodate elastomeric sealant to comply with SMACNA standards.
 - 4. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces of accessories exposed to view.
 - 5. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal recommended by metal wall panel manufacturer.
 - a. Size: As recommended by SMACNA's "Architectural Sheet Metal Manual" or metal wall panel manufacturer for application but not less than thickness of metal being secured.

2.6 GENERAL FINISH REQUIREMENTS

- A. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
- B. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- C. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

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PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, metal wall panel supports, and other conditions affecting performance of work.
 - 1. Examine wall sheathing to verify that sheathing joints are supported by framing or blocking and that installation is within flatness tolerances required by metal wall panel manufacturer.
- B. Examine roughing-in for components and systems penetrating metal wall panels to verify actual locations of penetrations relative to seam locations of metal wall panels before metal wall panel installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 METAL WALL PANEL INSTALLATION

- A. General: Install metal wall panels according to manufacturer's written instructions in orientation, sizes, and locations indicated on Drawings. Anchor metal wall panels and other components of the Work securely in place, with provisions for thermal and structural movement.
 - 1. Shim or otherwise plumb substrates receiving metal wall panels.
 - 2. Flash and seal metal wall panels at perimeter of all openings. Fasten with self-tapping screws. Do not begin installation until weather barrier and flashings that will be concealed by metal wall panels are installed.
 - 3. Install screw fasteners in predrilled holes.
 - 4. Locate and space fastenings in uniform vertical and horizontal alignment.
 - 5. Install flashing and trim as metal wall panel work proceeds.
 - 6. Locate panel splices over, but not attached to, structural supports. Stagger panel splices and end laps to avoid a four-panel lap splice condition.
 - 7. Apply elastomeric sealant continuously between metal base channel (sill angle) and concrete and elsewhere as indicated or, if not indicated, as necessary for waterproofing.
 - 8. Align bottom of metal wall panels and fasten with blind rivets, bolts, or self-tapping screws. Fasten flashings and trim around openings and similar elements with self-tapping screws.
 - 9. Provide weathertight escutcheons for pipe and conduit penetrating exterior walls.
- B. Fasteners:
 - 1. Steel Wall Panels: Use stainless-steel fasteners for surfaces exposed to the exterior; use galvanized steel fasteners for surfaces exposed to the interior.
- C. Metal Protection: Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action as recommended by metal wall panel manufacturer.
- D. Joint Sealers: Install gaskets, joint fillers, and sealants where indicated and where required for weathertight performance of metal wall panel assemblies. Provide types of gaskets, fillers, and sealants indicated or, if not indicated, types recommended by metal wall panel manufacturer.
 - 1. Seal metal wall panel end laps with double beads of tape or sealant, full width of panel. Seal side joints where recommended by metal wall panel manufacturer.
 - 2. Prepare joints and apply sealants to comply with requirements in Division 07 Section "Joint Sealants."
- E. Lap-Seam Metal Wall Panels: Fasten metal wall panels to supports with fasteners at each lapped joint at location and spacing recommended by manufacturer.

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1. Install screw fasteners with power tools having controlled torque adjusted to compress washer tightly without damage to washer, screw threads, or panels. Install screws in predrilled holes.
2. Provide sealant tape at lapped joints of metal wall panels and between panels and protruding equipment, vents, and accessories.
3. Apply a continuous ribbon of sealant tape to weather-side surface of fastenings on end laps; on side laps of nesting-type panels; on side laps of corrugated nesting-type, ribbed, or fluted panels; and elsewhere as needed to make panels weathertight.
4. At panel splices, nest panels with minimum 6-inch (152-mm) end lap, sealed with butyl-rubber sealant and fastened together by interlocking clamping plates.

3.3 ACCESSORY INSTALLATION

- A. General: Install accessories with positive anchorage to building and weathertight mounting, and provide for thermal expansion. Coordinate installation with flashings and other components.
 1. Install components required for a complete metal wall panel assembly including trim, copings, corners, seam covers, flashings, sealants, gaskets, fillers, closure strips, and similar items.
- B. Flashing and Trim: Comply with performance requirements, manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, and set units true to line and level as indicated. Install work with laps, joints, and seams that will be permanently watertight and weather resistant.
 1. Install exposed flashing and trim that is without excessive oil canning, buckling, and tool marks and that is true to line and levels indicated, with exposed edges folded back to form hems. Install sheet metal flashing and trim to fit substrates and to result in waterproof and weather-resistant performance.
 2. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet (3 m) with no joints allowed within 24 inches (605 mm) of corner or intersection. Where lapped expansion provisions cannot be used or would not be sufficiently weather resistant and waterproof, form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with mastic sealant (concealed within joints).

3.4 CLEANING AND PROTECTION

- A. Remove temporary protective coverings and strippable films, if any, as metal wall panels are installed, unless otherwise indicated in manufacturer's written installation instructions. On completion of metal wall panel installation, clean finished surfaces as recommended by metal wall panel manufacturer. Maintain in a clean condition during construction.
- B. After metal wall panel installation, clear weep holes and drainage channels of obstructions, dirt, and sealant.
- C. Replace metal wall panels that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION 07-4213

SECTION 07-5423

THERMOPLASTIC POLYOLEFIN (TPO) ROOFING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Mechanically fastened TPO membrane roofing system.
 - 2. Roof insulation.
- B. Related Sections:
 - 1. Division 06 Section "Sheathing" for wood-based, structural-use roof deck panels.
 - 2. Division 07 Section "Sheet Metal Flashing and Trim" for metal roof penetration flashings, flashings, and counterflashings.
 - 3. Division 07 Section "Joint Sealants" for joint sealants, joint fillers, and joint preparation.

1.3 DEFINITIONS

- A. TPO: Thermoplastic polyolefin.
- B. Roofing Terminology: See ASTM D 1079 and glossary in NRCA's "The NRCA Roofing and Waterproofing Manual" for definitions of terms related to roofing work in this Section.

1.4 PERFORMANCE REQUIREMENTS

- A. General Performance: Installed membrane roofing and base flashings shall withstand specified uplift pressures, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Membrane roofing and base flashings shall remain watertight.
- B. Material Compatibility: Provide roofing materials that are compatible with one another under conditions of service and application required, as demonstrated by membrane roofing manufacturer based on testing and field experience.
- C. Roofing System Design: Provide membrane roofing system that is identical to systems that have been successfully tested by a qualified testing and inspecting agency to resist uplift pressure calculated according to ASCE/SEI 7. Refer to Structural Drawings for wind loads.
- D. FM Approvals Listing: Provide membrane roofing, base flashings, and component materials that comply with requirements in FM Approvals 4450 and FM Approvals 4470 as part of a membrane roofing system, and that are listed in FM Approvals' "RoofNav" for Class 1 or noncombustible construction, as applicable. Identify materials with FM Approvals markings.
 - 1. Fire/Windstorm Classification: Class 1A-105.
 - 2. Hail Resistance: SH.

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1.5 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings: For roofing system. Include plans, elevations, sections, details, and attachments to other work.
 - 1. Base flashings and membrane terminations.
 - 2. Insulation fastening patterns for corner, perimeter, and field-of-roof locations.
- C. Samples for Verification: For the following products:
 - 1. Sheet roofing, of color specified, including T-shaped side and end lap seam.
 - 2. Roof insulation.
 - 3. Six insulation fasteners of each type, length, and finish.
 - 4. Six roof cover fasteners of each type, length, and finish.

1.6 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified Installer and manufacturer.
- B. Manufacturer Certificates: Signed by roofing manufacturer certifying that roofing system complies with requirements specified in "Performance Requirements" Article.
 - 1. Submit evidence of compliance with performance requirements.
- C. Product Test Reports: Based on evaluation of comprehensive tests performed by manufacturer and witnessed by a qualified testing agency, for components of membrane roofing system.
- D. Research/Evaluation Reports: For components of membrane roofing system, from the ICC-ES.
- E. Field quality-control reports.
- F. Warranties: Sample of special warranties.

1.7 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For roofing system to include in maintenance manuals.

1.8 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A qualified manufacturer that is UL listed for membrane roofing system identical to that used for this Project.
- B. Installer Qualifications: A qualified firm that is approved, authorized, or licensed by membrane roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's special warranty.
- C. Source Limitations: Obtain components including roof insulation and fasteners for membrane roofing system from same manufacturer as membrane roofing or approved by membrane roofing manufacturer.
- D. Exterior Fire-Test Exposure: ASTM E 108, Class A; for application and roof slopes indicated, as determined by testing identical membrane roofing materials by a qualified testing agency. Materials shall be identified with appropriate markings of applicable testing agency.
- E. Preinstallation Roofing Conference: Conduct conference at Project site.

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1. Meet with Owner, Architect, Owner's insurer if applicable, testing and inspecting agency representative, roofing Installer, roofing system manufacturer's representative, deck Installer, and installers whose work interfaces with or affects roofing, including installers of roof accessories and roof-mounted equipment.
2. Review methods and procedures related to roofing installation, including manufacturer's written instructions.
3. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
4. Examine deck substrate conditions and finishes for compliance with requirements, including flatness and fastening.
5. Review structural loading limitations of roof deck during and after roofing.
6. Review base flashings, special roofing details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect roofing system.
7. Review governing regulations and requirements for insurance and certificates if applicable.
8. Review temporary protection requirements for roofing system during and after installation.
9. Review roof observation and repair procedures after roofing installation.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Deliver roofing materials to Project site in original containers with seals unbroken and labeled with manufacturer's name, product brand name and type, date of manufacture, approval or listing agency markings, and directions for storing and mixing with other components.
- B. Store liquid materials in their original undamaged containers in a clean, dry, protected location and within the temperature range required by roofing system manufacturer. Protect stored liquid material from direct sunlight.
 1. Discard and legally dispose of liquid material that cannot be applied within its stated shelf life.
- C. Protect roof insulation materials from physical damage and from deterioration by sunlight, moisture, soiling, and other sources. Store in a dry location. Comply with insulation manufacturer's written instructions for handling, storing, and protecting during installation.
- D. Handle and store roofing materials and place equipment in a manner to avoid permanent deflection of deck.

1.10 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit roofing system to be installed according to manufacturer's written instructions and warranty requirements.

1.11 WARRANTY

- A. Special Warranty: Manufacturer's standard or customized form, without monetary limitation, in which manufacturer agrees to repair or replace components of membrane roofing system that fail in materials or workmanship within specified warranty period.
 1. Special warranty includes membrane roofing, base flashings, roof insulation, fasteners, and other components of membrane roofing system.
 2. Warranty Period: 15 years from date of Substantial Completion.
- B. Special Project Warranty: Submit roofing Installer's warranty, on warranty form at end of this Section, signed by Installer, covering the Work of this Section, including all components of

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membrane roofing system such as membrane roofing, base flashing, roof insulation, fasteners, cover boards, substrate boards, vapor retarders, roof pavers, and walkway products, for the following warranty period:

1. Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 TPO MEMBRANE ROOFING

- A. Fabric-Reinforced Thermoplastic Polyolefin Sheet: ASTM D 6878, internally fabric or scrim reinforced, uniform, flexible TPO sheet.
 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Carlisle SynTec Incorporated.
 - b. Firestone Building Products Company.
 - c. GAF Materials Corporation.
 - d. GenFlex Roofing Systems.
 - e. Johns Manville.
 - f. Mule-Hide Products Co., Inc.
 - g. Stevens Roofing Systems; Division of JPS Elastomerics.
 - h. Versico Incorporated.
 2. Thickness: 60 mils (1.5 mm), nominal.
 3. Exposed Face Color: White.

2.2 AUXILIARY MEMBRANE ROOFING MATERIALS

- A. General: Auxiliary membrane roofing materials recommended by roofing system manufacturer for intended use, and compatible with membrane roofing.
 1. Liquid-type auxiliary materials shall comply with VOC limits of authorities having jurisdiction.
- B. Sheet Flashing: Manufacturer's standard unreinforced thermoplastic polyolefin sheet flashing, 55 mils (1.4 mm) thick, minimum, of same color as sheet membrane.
- C. Bonding Adhesive: Manufacturer's standard.
- D. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening membrane to substrate, and acceptable to membrane roofing system manufacturer.
- E. Miscellaneous Accessories: Provide pourable sealers, preformed cone and vent sheet flashings, preformed inside and outside corner sheet flashings, T-joint covers, lap sealants, termination reglets, and other accessories.

2.3 ROOF INSULATION

- A. General: Preformed roof insulation boards manufactured or approved by TPO membrane roofing manufacturer, selected from manufacturer's standard sizes suitable for application, of thicknesses indicated.
- B. Polyisocyanurate Board Insulation: ASTM C 1289, Type II, Class I, Grade 3, felt or glass-fiber mat facer on both major surfaces.

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2.4 INSULATION ACCESSORIES

- A. General: Furnish roof insulation accessories recommended by insulation manufacturer for intended use and compatibility with membrane roofing.
- B. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening roof insulation to substrate, and acceptable to roofing system manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with the following requirements and other conditions affecting performance of roofing system:
 - 1. Verify that wood blocking, curbs, and nailers are securely anchored to roof deck at penetrations and terminations and that nailers match thicknesses of insulation.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean substrate of dust, debris, moisture, and other substances detrimental to roofing installation according to roofing system manufacturer's written instructions. Remove sharp projections.
- B. Prevent materials from spilling or migrating onto surfaces of other construction.
- C. Complete terminations and base flashings and provide temporary seals to prevent water from entering completed sections of roofing system at the end of the workday or when rain is forecast. Remove and discard temporary seals before beginning work on adjoining roofing.

3.3 INSULATION INSTALLATION

- A. Coordinate installing membrane roofing system components so insulation is not exposed to precipitation or left exposed at the end of the workday.
- B. Comply with membrane roofing system and insulation manufacturer's written instructions for installing roof insulation.
- C. Install insulation under area of roofing to achieve required thickness. Where overall insulation thickness is 2.7 inches (68 mm) or greater, install two or more layers with joints of each succeeding layer staggered from joints of previous layer a minimum of 6 inches (150 mm) in each direction.
- D. Install insulation with long joints of insulation in a continuous straight line with end joints staggered between rows, abutting edges and ends between boards. Fill gaps exceeding 1/4 inch (6 mm) with insulation.
 - 1. Cut and fit insulation within 1/4 inch (6 mm) of nailers, projections, and penetrations.
- E. Mechanically Fastened Insulation: Install each layer of insulation and secure to deck using mechanical fasteners specifically designed and sized for fastening specified board-type roof insulation to deck type.
 - 1. Fasten insulation according to requirements in FM Approvals' "RoofNav" for specified Windstorm Resistance Classification.

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2. Fasten insulation to resist uplift pressure at corners, perimeter, and field of roof.

3.4 MECHANICALLY FASTENED MEMBRANE ROOFING INSTALLATION

- A. Mechanically fasten membrane roofing over area to receive roofing and install according to roofing system manufacturer's written instructions.
 1. For in-splice attachment, install membranes roofing with long dimension perpendicular to steel roof deck flutes.
- B. Start installation of membrane roofing in presence of roofing system manufacturer's technical personnel.
- C. Accurately align membrane roofing and maintain uniform side and end laps of minimum dimensions required by manufacturer. Stagger end laps.
- D. Mechanically fasten or adhere membrane roofing securely at terminations, penetrations, and perimeter of roofing.
- E. Apply membrane roofing with side laps shingled with slope of roof deck where possible.
- F. In-Seam Attachment: Secure one edge of TPO sheet using fastening plates or metal battens centered within membrane seam and mechanically fasten TPO sheet to roof deck.
- G. Seams: Clean seam areas, overlap membrane roofing, and hot-air weld side and end laps of membrane roofing and sheet flashings according to manufacturer's written instructions to ensure a watertight seam installation.
 1. Test lap edges with probe to verify seam weld continuity. Apply lap sealant to seal cut edges of sheet membrane.
 2. Verify field strength of seams a minimum of twice daily and repair seam sample areas.
 3. Repair tears, voids, and lapped seams in roofing that does not comply with requirements.

3.5 FIELD QUALITY CONTROL

- A. Final Roof Inspection: Arrange for roofing system manufacturer's technical personnel to inspect roofing installation on completion.
- B. Repair or remove and replace components of membrane roofing system where inspections indicate that they do not comply with specified requirements.
- C. Additional inspections, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

3.6 PROTECTING AND CLEANING

- A. Protect membrane roofing system from damage and wear during remainder of construction period. When remaining construction will not affect or endanger roofing, inspect roofing for deterioration and damage, describing its nature and extent in a written report, with copies to Architect and Owner.
- B. Correct deficiencies in or remove membrane roofing system that does not comply with requirements; repair substrates; and repair or reinstall membrane roofing system to a condition free of damage and deterioration at time of Substantial Completion and according to warranty requirements.

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3.7 ROOFING INSTALLER'S WARRANTY

- A. WHEREAS <Insert name> of <Insert address>, herein called the "Roofing Installer," has performed roofing and associated work ("work") on the following project:
1. Owner: <Insert name of Owner>.
 2. Address: <Insert address>.
 3. Building Name/Type: <Insert information>.
 4. Address: <Insert address>.
 5. Area of Work: <Insert information>.
 6. Acceptance Date: <Insert date>.
 7. Warranty Period: <Insert time>.
 8. Expiration Date: <Insert date>.
- B. AND WHEREAS Roofing Installer has contracted (either directly with Owner or indirectly as a subcontractor) to warrant said work against leaks and faulty or defective materials and workmanship for designated Warranty Period,
- C. NOW THEREFORE Roofing Installer hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period he will, at his own cost and expense, make or cause to be made such repairs to or replacements of said work as are necessary to correct faulty and defective work and as are necessary to maintain said work in a watertight condition.
- D. This Warranty is made subject to the following terms and conditions:
1. Specifically excluded from this Warranty are damages to work and other parts of the building, and to building contents, caused by:
 - a. Lightning;
 - b. Peak gust wind speed exceeding <Insert wind speed> mph (m/sec);
 - c. Fire;
 - d. Failure of roofing system substrate, including cracking, settlement, excessive deflection, deterioration, and decomposition;
 - e. Faulty construction of parapet walls, copings, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations of the work;
 - f. Vapor condensation on bottom of roofing; and
 - g. Activity on roofing by others, including construction contractors, maintenance personnel, other persons, and animals, whether authorized or unauthorized by Owner.
 2. When work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by Roofing Installer and until cost and expense thereof have been paid by Owner or by another responsible party so designated.
 3. Roofing Installer is responsible for damage to work covered by this Warranty but is not liable for consequential damages to building or building contents resulting from leaks or faults or defects of work.
 4. During Warranty Period, if Owner allows alteration of work by anyone other than Roofing Installer, including cutting, patching, and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this Warranty shall become null and void on date of said alterations, but only to the extent said alterations affect work covered by this Warranty. If Owner engages Roofing Installer to perform said alterations, Warranty shall not become null and void unless Roofing Installer, before starting said work, shall have notified Owner in writing, showing reasonable cause for claim, that said alterations would likely damage or deteriorate work, thereby reasonably justifying a limitation or termination of this Warranty.
 5. During Warranty Period, if original use of roof is changed and it becomes used for, but was not originally specified for, a promenade, work deck, spray-cooled surface, flooded basin, or other use or service more severe than originally specified, this Warranty shall become null and void on date of said change, but only to the extent said change affects work covered by this Warranty.

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6. Owner shall promptly notify Roofing Installer of observed, known, or suspected leaks, defects, or deterioration and shall afford reasonable opportunity for Roofing Installer to inspect work and to examine evidence of such leaks, defects, or deterioration.
 7. This Warranty is recognized to be the only warranty of Roofing Installer on said work and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to Owner in cases of roofing failure. Specifically, this Warranty shall not operate to relieve Roofing Installer of responsibility for performance of original work according to requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.
- E. IN WITNESS THEREOF, this instrument has been duly executed this <Insert day> day of <Insert month>, <Insert year>.
1. Authorized Signature: <Insert signature>.
 2. Name: <Insert name>.
 3. Title: <Insert title>.

END OF SECTION 07-5423

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SECTION 07-6200

SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Formed Products:
 - a. Formed roof drainage sheet metal fabrications.
 - b. Formed low-slope roof sheet metal fabrications.
 - c. Formed wall sheet metal fabrications.
- B. Related Sections:
 - 1. Division 06 Section "Rough Carpentry" for wood nailers, curbs, and blocking.
 - 2. Division 07 Section "Thermoplastic Polyolefin Roofing" for installing sheet metal flashing and trim integral with membrane roofing.
 - 3. Division 07 Section "Metal Wall Panels". Sheet metal flashing and trim specified herein is to be provided by the same manufacturer and fabricator of metal wall panels.

1.3 PERFORMANCE REQUIREMENTS

- A. General: Sheet metal flashing and trim assemblies as indicated shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.
- B. Fabricate and install roof edge flashing capable of resisting the following forces according to recommendations in FMG Loss Prevention Data Sheet 1-49:
 - 1. Wind Zone 2: For velocity pressures of 31 to 45 lbf/sq. ft. (1.48 to 2.15 kPa): 90-lbf/sq. ft. (4.31-kPa) perimeter uplift force, 120-lbf/sq. ft. (5.74-kPa) corner uplift force, and 45-lbf/sq. ft. (2.15-kPa) outward force.
- C. Thermal Movements: Provide sheet metal flashing and trim that allows for thermal movements from ambient and surface temperature changes.
 - 1. Temperature Change (Range): 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces.

1.4 SUBMITTALS

- A. Product Data: For each type of product indicated. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each manufactured product and accessory.
- B. Shop Drawings: Show fabrication and installation layouts of sheet metal flashing and trim, including plans, elevations, expansion-joint locations, and keyed details. Distinguish between shop- and field-assembled work. Include the following:

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1. Identification of material, thickness, weight, and finish for each item and location in Project.
 2. Details for forming sheet metal flashing and trim, including profiles, shapes, seams, and dimensions.
 3. Details for joining, supporting, and securing sheet metal flashing and trim, including layout of fasteners, cleats, clips, and other attachments. Include pattern of seams.
 4. Details of termination points and assemblies, including fixed points.
 5. Details of expansion joints and expansion-joint covers, including showing direction of expansion and contraction.
 6. Details of edge conditions, including eaves, ridges, valleys, rakes, crickets, and counterflashings as applicable.
 7. Details of special conditions.
 8. Details of connections to adjoining work.
- C. Samples for Initial Selection: For each type of sheet metal flashing, trim, and accessory indicated with factory-applied color finishes involving color selection.
- D. Maintenance Data: For sheet metal flashing, trim, and accessories to include in maintenance manuals.
- E. Warranty: Sample of special warranty.
- 1.5 QUALITY ASSURANCE**
- A. Fabricator Qualifications: Shop that employs skilled workers who custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance.
- B. Sheet Metal Flashing and Trim Standard: Comply with SMACNA's "Architectural Sheet Metal Manual" unless more stringent requirements are specified or shown on Drawings.
- C. Preinstallation Conference: Conduct conference at Project site.
1. Meet with Owner, Architect, Owner's insurer if applicable, Installer, and installers whose work interfaces with or affects sheet metal flashing and trim including installers of roofing materials, roof accessories, unit skylights, and roof-mounted equipment.
 2. Review methods and procedures related to sheet metal flashing and trim.
 3. Examine substrate conditions for compliance with requirements, including flatness and attachment to structural members.
 4. Review special roof details, roof drainage, roof penetrations, equipment curbs, and condition of other construction that will affect sheet metal flashing.
 5. Document proceedings, including corrective measures and actions required, and furnish copy of record to each participant.
- 1.6 DELIVERY, STORAGE, AND HANDLING**
- A. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage. Store sheet metal flashing and trim materials away from uncured concrete and masonry.
- B. Protect strippable protective covering on sheet metal flashing and trim from exposure to sunlight and high humidity, except to the extent necessary for the period of sheet metal flashing and trim installation.

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1.7 WARRANTY

- A. Special Warranty on Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within specified warranty period.
1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:
 - a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
 - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
 - c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
 2. Finish Warranty Period: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 SHEET METALS

- A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying a strippable, temporary protective film before shipping.
- B. Metallic-Coated Steel Sheet: Restricted flatness steel sheet, metallic coated by the hot-dip process and prepainted by the coil-coating process to comply with ASTM A 755/A 755M.
1. Zinc-Coated (Galvanized) Steel Sheet: ASTM A 653/A 653M, G90 (Z275) coating designation; structural quality.
 2. Aluminum-Zinc Alloy-Coated Steel Sheet: ASTM A 792/A 792M, Class AZ50 coating designation, Grade 40 (Class AZM150 coating designation, Grade 275); structural quality.
 3. Surface: Smooth, flat.
 4. Exposed Coil-Coated Finish:
 - a. Metallic Fluoropolymer: AAMA 621. Three-coat fluoropolymer finish with suspended metallic flakes containing not less than 70 percent PVDF resin by weight in both color coat and clear topcoat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
 5. Color: Match color of metal wall panels.
 6. Concealed Finish: Pretreat with manufacturer's standard white or light-colored acrylic or polyester backer finish, consisting of prime coat and wash coat with a minimum total dry film thickness of 0.5 mil (0.013 mm).

2.2 MISCELLANEOUS MATERIALS

- A. General: Provide materials and types of fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and recommended by manufacturer of primary sheet metal unless otherwise indicated.
- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal.
1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.
 - a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating.
 - b. Blind Fasteners: High-strength aluminum or stainless-steel rivets suitable for metal being fastened.
 2. Fasteners for Zinc-Coated (Galvanized) or Aluminum-Zinc Alloy-Coated Steel Sheet: Hot-dip galvanized steel according to ASTM A 153/A 153M or ASTM F 2329 or Series 300 stainless steel.

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- C. Sealant Tape: Pressure-sensitive, 100 percent solids, gray polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch (13 mm) wide and 1/8 inch (3 mm) thick.
- D. Elastomeric Sealant: ASTM C 920, elastomeric polyurethane polymer sealant; low modulus; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.
- E. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type expansion joints with limited movement.

2.3 FABRICATION, GENERAL

- A. General: Custom fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, geometry, metal thickness, and other characteristics of item indicated. Fabricate items at the shop to greatest extent possible.
 - 1. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
 - 2. Obtain field measurements for accurate fit before shop fabrication.
 - 3. Form sheet metal flashing and trim without excessive oil canning, buckling, and tool marks and true to line and levels indicated, with exposed edges folded back to form hems.
 - 4. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces exposed to view.
- B. Fabrication Tolerances: Fabricate sheet metal flashing and trim that is capable of installation to a tolerance of 1/4 inch in 20 feet (6 mm in 6 m) on slope and location lines as indicated and within 1/8-inch (3-mm) offset of adjoining faces and of alignment of matching profiles.
- C. Sealed Joints: Form nonexpansion but movable joints in metal to accommodate elastomeric sealant.
- D. Expansion Provisions: Where lapped expansion provisions cannot be used, form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with butyl sealant concealed within joints.
- E. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
- F. Fabricate cleats and attachment devices of sizes as recommended by SMACNA's "Architectural Sheet Metal Manual" and by FMG Loss Prevention Data Sheet 1-49 for application, but not less than thickness of metal being secured.
- G. Seams: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with elastomeric sealant unless otherwise recommended by sealant manufacturer for intended use. Rivet joints where necessary for strength.
- H. Do not use graphite pencils to mark metal surfaces.

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2.4 ROOF DRAINAGE SHEET METAL FABRICATIONS

- A. Hanging Gutters: Fabricate to cross section indicated, complete with end pieces, outlet tubes, and other accessories as required. Fabricate in minimum 96-inch- (2400-mm-) long sections. Furnish flat-stock gutter spacers and gutter brackets fabricated from same metal as gutters, of size recommended by SMACNA but not less than twice the gutter thickness. Fabricate expansion joints, expansion-joint covers, gutter bead reinforcing bars, and gutter accessories from same metal as gutters.
1. Basis-of-Design: Atas International; 7" Box Gutter or approved comparable product.
 2. Gutter Style: SMACNA designation D.
 3. Expansion Joints: Butt type with cover plate.
 4. Accessories: Wire ball downspout strainer.
 5. Gutters with Girth 16 to 20 Inches (410 to 510 mm): Fabricate from the following materials:
 - a. Galvanized Steel: 0.028 inch (0.71 mm) thick.
 - b. Aluminum-Zinc Alloy-Coated Steel: 0.028 inch (0.71 mm) thick.
- B. Downspouts: Fabricate rectangular downspouts complete with mitered elbows. Furnish with metal hangers, from same material as downspouts, and anchors.
1. Fabricated Hanger Style: SMACNA figure designation 1-35A.
 2. Fabricate from the following materials:
 - a. Galvanized Steel: 0.022 inch (0.56 mm) thick.
 - b. Aluminum-Zinc Alloy-Coated Steel: 0.022 inch (0.56 mm) thick.

2.5 LOW-SLOPE ROOF SHEET METAL FABRICATIONS

- A. Roof-Edge Flashing (Fascia): Fabricate in minimum 96-inch- (2400-mm-) long, but not exceeding 10-foot- (3-m-) long, sections. Furnish with 6-inch- (150-mm-) wide, joint cover plates.
1. Basis-of-Design: Atas International; Embedded Fascia – Box Style or approved comparable product.
 2. Joint Style: Butt, with 12-inch- (300-mm-) wide, concealed backup plate.
 3. Fabricate from the following materials:
 - a. Galvanized Steel: 0.028 inch (0.71 mm) thick.
 - b. Aluminum-Zinc Alloy-Coated Steel: 0.028 inch (0.71 mm) thick.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions and other conditions affecting performance of the Work.
1. Verify compliance with requirements for installation tolerances of substrates.
 2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION, GENERAL

- A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement. Use fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.

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1. Install sheet metal flashing and trim true to line and levels indicated. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant.
 2. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
 3. Space cleats not more than 12 inches (300 mm) apart. Anchor each cleat with two fasteners. Bend tabs over fasteners.
 4. Install exposed sheet metal flashing and trim without excessive oil canning, buckling, and tool marks.
 5. Install sealant tape where indicated.
 6. Torch cutting of sheet metal flashing and trim is not permitted.
 7. Do not use graphite pencils to mark metal surfaces.
- B. Metal Protection: Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with bituminous coating or by other permanent separation as recommended by SMACNA.
- C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet (3 m) with no joints allowed within 24 inches (600 mm) of corner or intersection. Where lapped expansion provisions cannot be used or would not be sufficiently watertight, form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with sealant concealed within joints.
- D. Fastener Sizes: Use fasteners of sizes that will penetrate wood sheathing not less than 1-1/4 inches (32 mm) for nails and not less than 3/4 inch (19 mm) for wood screws.
- E. Seal joints as shown and as required for watertight construction.
1. Where sealant-filled joints are used, embed hooked flanges of joint members not less than 1 inch (25 mm) into sealant. Form joints to completely conceal sealant. When ambient temperature at time of installation is moderate, between 40 and 70 deg F (4 and 21 deg C), set joint members for 50 percent movement each way. Adjust setting proportionately for installation at higher ambient temperatures. Do not install sealant-type joints at temperatures below 40 deg F (4 deg C).
 2. Prepare joints and apply sealants to comply with requirements in Division 07 Section "Joint Sealants."

3.3 ROOF DRAINAGE SYSTEM INSTALLATION

- A. General: Install sheet metal roof drainage items to produce complete roof drainage system according to SMACNA recommendations and as indicated. Coordinate installation of roof perimeter flashing with installation of roof drainage system.
- B. Hanging Gutters: Join sections with riveted and soldered joints or with lapped joints sealed with sealant. Provide for thermal expansion. Attach gutters at eave or fascia to firmly anchored gutter brackets and twisted straps spaced not more than 36 inches (900 mm) apart. Provide end closures and seal watertight with sealant. Slope to downspouts.
1. Fasten gutter spacers to front and back of gutter.
 2. Loosely lock straps to front gutter bead and anchor to roof deck.
 3. Anchor and loosely lock back edge of gutter to continuous cleat.
 4. Install gutter with expansion joints at locations indicated, but not exceeding, 50 feet (15.24 m) apart. Install expansion-joint caps.
- C. Downspouts: Join sections with 1-1/2-inch (38-mm) telescoping joints.
1. Provide hangers with fasteners designed to hold downspouts securely to walls. Locate hangers at top and bottom and at approximately 60 inches (1500 mm) o.c. in between.

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- 2. Provide elbows at base of downspout to direct water away from building.
- D. Splash Pans: Install where downspouts discharge on low-slope roofs. Set in elastomeric sealant compatible with roofing membrane.
- E. Expansion-Joint Covers: Install expansion-joint covers at locations and of configuration indicated. Lap joints a minimum of 4 inches (100 mm) in direction of water flow.

3.4 ROOF FLASHING INSTALLATION

- A. General: Install sheet metal flashing and trim to comply with performance requirements and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, set units true to line, and level as indicated. Install work with laps, joints, and seams that will be permanently watertight and weather resistant.
- B. Roof Edge Flashing: Anchor to resist uplift and outward forces according to recommendations in SMACNA's "Architectural Sheet Metal Manual" and as indicated. Interlock bottom edge of roof edge flashing with continuous cleat anchored to substrate at staggered 3-inch (75-mm) centers.

3.5 ERECTION TOLERANCES

- A. Installation Tolerances: Shim and align sheet metal flashing and trim within installed tolerance of 1/4 inch in 20 feet (6 mm in 6 m) on slope and location lines as indicated and within 1/8-inch (3-mm) offset of adjoining faces and of alignment of matching profiles.
- B. Installation Tolerances: Shim and align sheet metal flashing and trim within installed tolerances specified in MCA's "Guide Specification for Residential Metal Roofing."

3.6 CLEANING AND PROTECTION

- A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.
- B. Clean off excess sealants.
- C. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions. On completion of installation, remove unused materials and clean finished surfaces. Maintain in a clean condition during construction.
- D. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION 07-6200

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SECTION 07-9200

JOINT SEALANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Urethane joint sealants.

1.3 SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
- C. Qualification Data: For qualified Installer.
- D. Product Certificates: For each kind of joint sealant and accessory, from manufacturer.
- E. Sealant, Waterproofing, and Restoration Institute (SWRI) Validation Certificate: For each sealant specified to be validated by SWRI's Sealant Validation Program.
- F. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, indicating that sealants comply with requirements.
- G. Field-Adhesion Test Reports: For each sealant application tested.
- H. Warranties: Sample of special warranties.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Manufacturer's authorized representative who is trained and approved for installation of units required for this Project.
- B. Source Limitations: Obtain each kind of joint sealant from single source from single manufacturer.
- C. Preinstallation Conference: Conduct conference at Project site.

1.5 PROJECT CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
 - 1. When ambient and substrate temperature conditions are outside limits permitted by joint-sealant manufacturer or are below 40 deg F (5 deg C).
 - 2. When joint substrates are wet.

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3. Where joint widths are less than those allowed by joint-sealant manufacturer for applications indicated.
4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.6 WARRANTY

- A. Special Installer's Warranty: Manufacturer's standard form in which Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
 1. Warranty Period: Two years from date of Substantial Completion.
- B. Special Manufacturer's Warranty: Manufacturer's standard form in which joint-sealant manufacturer agrees to furnish joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.
 1. Warranty Period: Five years from date of Substantial Completion.
- C. Special warranties specified in this article exclude deterioration or failure of joint sealants from the following:
 1. Movement of the structure caused by structural settlement or errors attributable to design or construction resulting in stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression.
 2. Disintegration of joint substrates from natural causes exceeding design specifications.
 3. Mechanical damage caused by individuals, tools, or other outside agents.
 4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
- B. Stain-Test-Response Characteristics: Where sealants are specified to be nonstaining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.
- C. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

2.2 URETHANE JOINT SEALANTS

- A. Multicomponent, Nonsag, Urethane Joint Sealant: ASTM C 920, Type M, Grade NS, Class 25, for Use NT.
 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. BASF Building Systems; Sonolastic NP 2.
 - b. Bostik, Inc.; Chem-Calk 500.
 - c. May National Associates, Inc.; Bondaflex PUR 2 NS.
 - d. Pacific Polymers International, Inc.; Elasto-Thane 227 Type II.
 - e. Pecora Corporation; Dynatred.
 - f. Sika Corporation, Construction Products Division; Sikaflex - 2c NS.
 - g. Tremco Incorporated; Vulkem 227.

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2.3 JOINT SEALANT BACKING

- A. General: Provide sealant backings of material that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin) Type O (open-cell material) Type B (bicellular material with a surface skin) or any of the preceding types, as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint. Provide self-adhesive tape where applicable.

2.4 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint-sealant performance.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions and the following requirements:
 - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
- B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

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- C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - 1. Do not leave gaps between ends of sealant backings.
 - 2. Do not stretch, twist, puncture, or tear sealant backings.
 - 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.
- E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
 - 1. Place sealants so they directly contact and fully wet joint substrates.
 - 2. Completely fill recesses in each joint configuration.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
 - 1. Remove excess sealant from surfaces adjacent to joints.
 - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 - 3. Provide concave joint profile per Figure 8A in ASTM C 1193, unless otherwise indicated.
 - 4. Provide flush joint profile where indicated per Figure 8B in ASTM C 1193.
 - 5. Provide recessed joint configuration of recess depth and at locations indicated per Figure 8C in ASTM C 1193.
 - a. Use masking tape to protect surfaces adjacent to recessed tooled joints.

3.4 FIELD QUALITY CONTROL

- A. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:
 - 1. Extent of Testing: Test completed and cured sealant joints as follows:
 - a. Perform 5 tests for the first 1000 feet (300 m) of joint length for each kind of sealant and joint substrate.
 - b. Perform 1 test for each 1000 feet (300 m) of joint length thereafter or 1 test per each floor per elevation.
 - 2. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab, in Appendix X1 in ASTM C 1193 or Method A, Tail Procedure, in ASTM C 1521.

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- a. For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.
 3. Inspect tested joints and report on the following:
 - a. Whether sealants filled joint cavities and are free of voids.
 - b. Whether sealant dimensions and configurations comply with specified requirements.
 - c. Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. Compare these results to determine if adhesion passes sealant manufacturer's field-adhesion hand-pull test criteria.
 4. Record test results in a field-adhesion-test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints were primed, adhesion results and percent elongations, sealant fill, sealant configuration, and sealant dimensions.
 5. Repair sealants pulled from test area by applying new sealants following same procedures used originally to seal joints. Ensure that original sealant surfaces are clean and that new sealant contacts original sealant.
- B. Evaluation of Field-Adhesion Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.
- 3.5 CLEANING**
- A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.
- 3.6 PROTECTION**
- A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

END OF SECTION 07-9200



City of Greenville, North Carolina

Meeting Date: 3/17/2016
Time: 6:00 PM

Title of Item: Order Authorizing a \$10,500,000 General Obligation Refunding Bond and Related Resolutions for the refunding of the City of Greenville's General Obligation Bonds, Series 2003 and 2006

Explanation: **Abstract:** The City of Greenville's General Obligation Bonds, Series 2003 and 2006, are being refunded at current market interest rates so as to realize a significant savings in the financing costs related to the bonds over the next ten years.

Explanation: Financial Services Department staff have been working with First Southwest Company (the City's Financial Advisors) to refinance the 2003 and the 2006 General Obligation Bonds. Given the current interest rate environment, staff has reviewed all of the City's outstanding debt in efforts of finding areas of potential interest savings.

The City is issuing an amount not to exceed \$10,500,000 in General Obligation Bonds to refinance the Series 2003 and 2006 General Obligation Bonds. The bonds issued in 2003 were for a 2/3rds refunding on 1993 General Obligation Bonds, and the bonds issued in 2006 were to fund revitalization and stormwater projects within the City of Greenville. The sale date is scheduled for April 12, 2016.

The terms of this refinancing indicate a savings of approximately \$1.5 million over the next 10 years summarized as follows:

	Series 2006 <u>GO Bond</u>	Series 2003 <u>GO Bond</u>	<u>Total</u>
Current Debt Service	\$12,200,546.91	\$462,573.75	\$12,663,120.66
Refunded Debt Service	<u>10,724,934.91</u>	<u>434,502.96</u>	<u>11,159,437.87</u>
Total Savings	<u>1,475,612.00</u>	<u>28,070.79</u>	<u>1,503,682.79</u>

Attached is the following:

1. A schedule that details the saving amounts per individual refunding (i.e. Series 2003 and 2006, respectively) and per fiscal year. The interest rate is set to not exceed 1.89%.
2. Resolution Making Certain Findings Relating to the Authorization and Issuance of a General Obligation Refunding Bond of the City of Greenville, North Carolina, and Authorizing the Filing by the Director of Financial Services of an Application for Approval Thereof with the Local Government Commission, and Requesting said Commission to Approve the City's Financing Team
3. Order Authorizing a \$10,500,000 General Obligation Refunding Bond
4. Resolution Designating the Director of Financial Services to File A Sworn Statement of Debt
5. Resolution Providing for the Issuance of Not Exceeding a \$10,500,000 General Obligation Refunding Bond, Series 2016
6. Bond Purchase Agreement

The statutory process is as follows:

1. Introduce and approve the Resolution Making Certain Findings Relating to the Authorization and Issuance of a General Obligation Refunding Bond of the City of Greenville, North Carolina, and Authorizing the Filing by the Director of Financial Services of an Application for Approval Thereof with the Local Government Commission, and Requesting said Commission to Approve the City's Financing Team
2. Introduce the Order Authorizing a \$10,500,000 General Obligation Refunding Bond
3. Introduce and approve the Resolution Designating the Director of Financial Services to File A Sworn Statement of Debt
4. Director of Financial Services files with City Clerk the sworn statement of debt
5. Adopt the Order Authorizing a \$10,500,000 General Obligation Refunding Bond
6. Introduce and approve the Resolution Providing for the Issuance of Not Exceeding a \$10,500,000 General Obligation Refunding Bond, Series 2016

By taking these actions, the sale of the bonds is approved, the terms and conditions of the bonds are approved, and the necessary related documents (including the Bond Purchase Agreement) are approved.

Fiscal Note:

The refunding sale of General Obligation Bonds will not exceed \$10,500,000. This refunding will save approximately \$1,500,000 of debt service over the remaining 10 years of bond payments.

Recommendation:

1. Approve the Resolution Making Certain Findings Relating to the

Authorization and Issuance of a General Obligation Refunding Bond of the City of Greenville, North Carolina, and Authorizing the Filing by the Director of Financial Services of an Application for Approval Thereof with the Local Government Commission, and Requesting said Commission to Approve the City's Financing Team

2. After the Order Authorizing a \$10,500,000 General Obligation Refunding Bond is introduced, approve the Resolution Designating the Director of Financial Services to File A Sworn Statement of Debt

3. After the Director of Financial Services files with City Clerk the sworn statement of debt, adopt the Order Authorizing a \$10,500,000 General Obligation Refunding Bond

4. Approve the Resolution Providing for the Issuance of Not Exceeding a \$10,500,000 General Obligation Refunding Bond, Series 2016

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

[GO Refunding 2003 2006 1023477](#)

[Resolution Making Certain Findings 10.5M GO Bond 1023771](#)

[Bond Order 10.5M GO Bond Series 2016 1023799](#)

[Resolution To File Sworn Statement of Debt 1023752](#)

[Resolution Providing for the Issuance of 10.5M GO Bond Series 2016 1023766](#)

[Bond Purchase Agreement GOB 2016 Refunding March Meeting 1023461](#)

City of Greenville
Current Refunding of Series 2003 and 2006 G.O. Bonds

	Series 2006 GO Bond	Series 2003 GO Bond	Total
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Interest Rate

Current Debt Service	4.125% - 5.000%	4.00% - 4.50%
Refunded Debt Service	1.890%	1.890%

Debt Service

Current Debt Service	12,200,546.91	462,573.75	12,663,120.66
Refunded Debt Service	10,724,934.91	434,502.96	11,159,437.87

Total Savings	1,475,612.00	28,070.79	1,503,682.79
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Savings by Fiscal Year

FY2016	193,204.72	8,297.29	201,502.01
FY2017	118,529.76	3,102.00	121,631.76
FY2018	118,277.76	6,632.00	124,909.76
FY2019	116,333.76	5,015.00	121,348.76
FY2020	118,994.50	3,328.00	122,322.50
FY2021	115,115.50	1,696.50	116,812.00
FY2022	114,537.00	-	114,537.00
FY2023	114,705.50	-	114,705.50
FY2024	114,496.00	-	114,496.00
FY2025	117,783.50	-	117,783.50
FY2026	115,598.50	-	115,598.50
FY2027	118,035.50	-	118,035.50

Total	1,475,612.00	28,070.79	1,503,682.79
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RESOLUTION __-16

RESOLUTION MAKING CERTAIN FINDINGS RELATING TO THE AUTHORIZATION AND ISSUANCE OF A GENERAL OBLIGATION REFUNDING BOND OF THE CITY OF GREENVILLE, NORTH CAROLINA AND AUTHORIZING THE FILING BY THE DIRECTOR OF FINANCIAL SERVICES OF AN APPLICATION FOR APPROVAL THEREOF WITH THE LOCAL GOVERNMENT COMMISSION AND REQUESTING SAID COMMISSION TO APPROVE THE CITY'S FINANCING TEAM

WHEREAS, in order to achieve debt service savings, the City Council of the City of Greenville, North Carolina (the "City") is considering the authorization of not exceeding a \$10,500,000 General Obligation Refunding Bond of the City (the "Bond") for the purpose of refunding all or any portion of the City's outstanding General Obligation Public Improvement Bonds, Series 2003, dated April 1, 2003, and General Obligation Public Improvement Bonds, Series 2006, dated November 1, 2006, and paying expenses related thereto; now, therefore,

BE IT DETERMINED AND RESOLVED by the City Council of the City of Greenville:

Section 1. The City Council hereby finds and determines, in connection with authorizing the issuance of the Bond, that (a) the issuance of the Bond is necessary or expedient for the City, (b) the proposed principal amount of the Bond is adequate and not excessive for the proposed purposes of the Bond, (c) the City's debt management procedures and policies are good and are managed in strict compliance with law, (d) no increase in taxes is expected to be necessary to pay debt service on the Bond and (e) under current economic conditions, the Bond can be marketed at reasonable rates of interest.

Section 2. The City Council hereby authorizes the filing by the Director of Financial Services of an application for approval of the Bond with the Local Government Commission of North Carolina (the "LGC").

Section 3. The City Council hereby requests the LGC to approve the following members of the City's financing team in connection with the Bond:

Bond Counsel	Sidley Austin LLP
Bank	Bank of America, N.A.
Financial Advisor	First Southwest, a Division of Hilltop Securities
Banks' Counsel	Hunton & William LLP

Section 4. This resolution shall take effect immediately upon its passage.

This the 17th day of March, 2016.

Allen M. Thomas
Mayor

ATTEST:

Carol L. Barwick
City Clerk

ORDER AUTHORIZING A
\$10,500,000 GENERAL OBLIGATION REFUNDING BOND

BE IT ORDERED by the City Council of the City of Greenville:

1. That, pursuant to The Local Government Bond Act, as amended, the City of Greenville, North Carolina, is hereby authorized to contract a debt, in addition to any and all other debt which said City may now or hereafter have power or authority to contract, and in evidence thereof to issue a General Obligation Refunding Bond in an aggregate principal amount not exceeding \$10,500,000 for the purpose of providing funds, together with any other available funds, for refunding all or any portion of said City's outstanding General Obligation Public Improvement Bonds, Series 2003, dated April 1, 2003 (the "2003 Bonds to be Refunded"), and General Obligation Public Improvement Bonds, Series 2006, dated November 1, 2006 (the "2006 Bonds to be Refunded"), including the payment of expenses related thereto.

2. That taxes shall be levied in an amount sufficient to pay the principal of and the interest on said bond.

3. That a sworn statement of the debt of said City has been filed with the City Clerk and is open to public inspection.

4. That this order shall take effect upon its adoption
the passage of a resolution providing for the issuance of a not exceeding \$10,500,000 General Obligation Refunding Bond, Series 2016 of said City, and that said proceedings are recorded in the minutes of said City Council.

This the 17th day of March, 2016.

Allen M. Thomas
Mayor

ATTEST:

Carol L. Barwick
City Clerk

Item # 7

RESOLUTION NO. __-16

**RESOLUTION DESIGNATING THE DIRECTOR OF FINANCIAL SERVICES
TO FILE SWORN STATEMENT OF DEBT**

BE IT RESOLVED that the Director of Financial Services be and he is hereby designated as the officer to make and file with the City Clerk the sworn statement of debt of the City of Greenville which is required by The Local Government Bond Act, as amended, to be filed before the adoption of the order authorizing not exceeding a \$10,500,000 General Obligation Refunding Bond of the City which was introduced at this meeting.

This the 17th day of March, 2016.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

Resolution __-16

**RESOLUTION PROVIDING FOR THE ISSUANCE OF NOT EXCEEDING
A \$10,500,000 GENERAL OBLIGATION REFUNDING BOND, SERIES 2016**

BE IT RESOLVED by the City Council of the City of Greenville:

Section 1. The City Council has determined and does hereby find, declare and represent:

(a) That an order authorizing a \$10,500,000 General Obligation Refunding Bond was adopted by the City Council of the City of Greenville (the “Issuer”) on March 17, 2016, which order has taken effect.

(b) That the bond mentioned in paragraph (a) of this Section 1 has not been issued, that no notes have been issued in anticipation of the receipt of the proceeds of the sale of said bond, and that it is necessary to issue at this time not exceeding \$10,500,000 principal amount of said bond in accordance with the provisions of Section 2 of this resolution.

(c) That the shortest period of time in which the debt of said City to be refunded by the issuance of said bond can be finally paid without making it unduly burdensome on the taxpayers of said City, as determined by the Local Government Commission of North Carolina (the “LGC”), is a period which expires on May 1, 2027.

Section 2. Pursuant to said order, there shall be issued a bond of the City of Greenville, North Carolina (the “Issuer”) in the aggregate principal amount of not exceeding \$10,500,000, designated a “General Obligation Refunding Bond, Series 2016” and dated the date of delivery (the “Bond”). The exact amount of Bond to be issued shall be determined by the Director of Financial Services or City Manager of the Issuer at the time the Bond is sold pursuant to the Bond Purchase Agreement (hereinafter defined) as provided in Section 8 hereof and shall be in an amount sufficient, together with other available funds of the Issuer, to (a) refund all or a

portion of the Issuer's outstanding General Obligation Public Improvement Bonds, Series 2003 and General Obligation Public Improvement Bonds, Series 2006, as determined by the Director of Financial Services or the City Manager of the Issuer, and (b) pay certain other costs and expenses incurred in connection with the sale and issuance of the Bond. Subject to the provisions of this Resolution, the Bond shall (a) mature on May 1 in such years and in such amounts as determined by the Director of Financial Services or City Manager of the Issuer, as approved by the LGC at the time the Bond is sold pursuant to the Bond Purchase Agreement (hereinafter defined) and (b) bear interest on the unpaid part of such principal amount (computed on the basis of a 360-day year consisting of twelve 30-day months) at the rate of 1 and eighty-nine hundredths per centum (1.89%) per annum, subject to adjustments set forth in the Bond Purchase Agreement, which interest shall be payable on May 1, 2016 and semiannually thereafter on May 1 and November 1 of each year until payment of such principal amount.

The Bond shall bear interest from the interest payment date next preceding the date on which it is authenticated unless it is (a) authenticated upon an interest payment date in which event it shall bear interest from such interest payment date or (b) authenticated prior to the first interest payment date in which event it shall bear interest from its date; provided, however, that if at the time of authentication interest is in default, the Bond shall bear interest from the date to which interest has been paid.

The principal of and the interest on the Bond shall be payable in any coin or currency of the United States of America which is legal tender for the payment of public and private debts on the respective dates of payment thereof.

The principal of and the interest on the Bond shall be payable to the person appearing on the registration books of the Issuer hereinafter provided for as the registered owner of the Bond

or his registered assigns or legal representative as the same shall become due and payable on the respective payment dates by wire transfer or other means in accordance with information to be provided to the Issuer by the registered owner of the Bond.

The Bond shall be initially issued as one fully-registered bond, numbered R-1, and shall be initially registered in the name of “Bank of America, N.A.” as the initial purchaser of the Bond (the “Purchaser”).

Unless indicated otherwise, the provisions of this resolution that follow shall apply to each Bond issued or issuable hereunder, whether initially or in replacement thereof.

Section 3. The Bond shall bear the manual or facsimile signatures of the Mayor or City Manager and the City Clerk or any Deputy City Clerk of the Issuer and the corporate seal or a facsimile of the corporate seal of the Issuer shall be impressed or printed, as the case may be, on the Bond.

The certificate of the LGC to be endorsed on the Bond shall bear the manual or facsimile signature of the Secretary of the LGC or any assistant designated by him, and the certificate of authentication of the Bond Registrar to be endorsed on the Bond shall be executed as provided hereinafter.

In case any officer of the Issuer or the LGC whose manual or facsimile signature shall appear on the Bond shall cease to be such officer before the delivery of such Bond, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes the same as if he had remained in office until such delivery, and the Bond may bear the manual or facsimile signatures of such persons as at the actual time of the execution of such Bond shall be the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under this resolution until it shall have been authenticated by the execution by the Bond Registrar of the certificate of authentication endorsed thereon.

The Bond and the endorsements thereon shall be in substantially the following form:

No. R-

\$.....

United States of America
State of North Carolina
County of Pitt

CITY OF GREENVILLE
GENERAL OBLIGATION REFUNDING BOND, SERIES 2016

The City of Greenville, a municipal corporation in Pitt County, North Carolina, is justly indebted and for value received hereby promises to pay to

BANK OF AMERICA, N.A.

or registered assigns or legal representative the principal sum of

\$10,500,000 DOLLARS

in annual installments on the 1st day of _____ in the following years and amounts:

<u>Year</u>	<u>Amount</u>
2016	\$ 120,000
2017	945,000
2018	1,035,000
2019	1,025,000
2020	1,005,000
2021	1,050,000
2022	965,000
2023	945,000
2024	925,000
2025	850,000
2026	830,000
2027	805,000

and to pay interest from the date hereof on the unpaid part of such principal sum (computed on the basis of a 360-day year consisting of twelve 30-day months) at the rate of one and eighty-nine hundredths per centum (1.89%) per annum until payment thereof, subject to adjustment as set forth in the Bond Purchase Agreement, such interest to the maturity hereof being payable on

May 1, 2016 and semiannually thereafter on May 1 and November 1 in each year. The principal of and the interest on this bond shall be payable to the person appearing on the registration books of said City as the registered owner of this bond or his assigns or legal representative as the same shall become due and payable on the respective payment dates by wire transfer or other means in accordance with instructions to be provided to said City by the registered owner of this bond. Both the principal of and the interest on this bond shall be paid in any coin or currency of the United States of America that is legal tender for the payment of public and private debts on the respective dates of payment thereof. For the prompt payment hereof, both principal and interest as the same shall become due, the faith and credit of said City of Greenville are hereby irrevocably pledged.

This bond is being issued by said City for the purpose of providing funds, with any other available funds, for refunding certain outstanding bonds of said City, including paying expenses related thereto, as provided in a resolution duly passed by the City Council of said City on March 17, 2016 (the "Resolution"), and this bond is issued under and pursuant to The Local Government Bond Act, as amended, Article 7, as amended, of Chapter 159 of the General Statutes of North Carolina, an order adopted by said City Council, which has taken effect, and the Resolution.

The installments of principal of this bond maturing are subject to redemption prior to maturity. The installments of principal of this bond may be redeemed, at the option of said City, on any day from any moneys that may be made available for such purpose, either in whole or in part, equal to the aggregate principal amount of the installments of principal to be redeemed, together with interest accrued thereon to the date fixed for redemption plus a Make- Whole

Redemption Premium (as set forth in the Bond Purchase Agreement dated as _____, 2016 among the North Carolina Local Government Commission, said City and Bank of America, N.A.).

If less than all of the installments of principal of this bond that are subject to redemption shall be called for redemption, said City shall direct which installments of principal of this bond or portions thereof are to be redeemed.

Not less than fourteen (14) days before the redemption date of any installment of principal of this bond to be redeemed, whether such redemption be in whole or in part, said City shall cause a notice of such redemption to be filed with the Bond Registrar (hereinafter defined) and Bank of America, N.A. and to be given by certified or registered mail to the registered owner of this bond at his address appearing upon the registration books of said City or by such other means as the registered owner of this bond shall require. On the date fixed for redemption, notice having been given as aforesaid, the installments of principal of this bond or portions thereof so called for redemption shall be due and payable at the redemption price provided therefor, plus accrued interest to such date and, if moneys for payment of such redemption price and the accrued interest have been deposited by said City as provided in the Resolution, interest on the installments of principal of this bond or portions thereof so called for redemption shall cease to accrue.

Any notice of redemption may state that the redemption to be effected is conditioned on receipt by the Bond Registrar on or before the redemption date of moneys sufficient to pay the redemption price of and interest on the Bond to be redeemed or principal installments thereon, as applicable. If such notice contains such a condition and moneys sufficient to pay the redemption price of and interest on such Bond or principal installments thereon, as applicable are not received by the Bond Registrar on or before the redemption date, the redemption shall not be

made and the Bond Registrar will within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received and the redemption will not take place.

In the event that an installment of principal of this bond or portion thereof shall be redeemed, the Bond Registrar shall direct the registered owner of the bond to evidence such redemption by appropriate notation on Schedule A attached to this bond for such purpose.

The Director of Financial Services of said City is the registrar, transfer agent and paying agent for this bond (collectively the "Bond Registrar"), subject to the right of the City Council of said City to appoint another Bond Registrar, and as such shall keep at his or her office the books of said City for the registration, registration of transfer and payment of this bond as provided in the Resolution. The transfer of this bond may be registered only upon such books and as otherwise provided in the Resolution upon the surrender hereof to the Bond Registrar together with an assignment duly executed by the registered owner hereof or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar. Upon any such registration of transfer, the Bond Registrar shall deliver in exchange for this bond a new bond, registered in the name of the transferee, in a principal amount equal to the unredeemed installments of principal of this bond, containing the same unredeemed installments of principal and bearing interest at the same rate. Notwithstanding the foregoing, the Bond Registrar shall not register the transfer of this bond to any person or entity other than a bank, insurance company or similar financial institution unless such transfer has been approved by the Local Government Commission.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of North Carolina to happen, exist and be performed precedent to and in

the issuance of this bond have happened, exist and have been performed in regular and due form and time as so required; that provision has been made for the levy and collection of a direct annual tax upon all taxable property within said City sufficient to pay the principal of and the interest on this bond as the same shall become due; and that the total indebtedness of said City, including this bond, does not exceed any constitutional or statutory limitation thereon.

This bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Resolution until this bond shall have been authenticated by the execution by the Bond Registrar of the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, said City of Greenville, by resolution duly passed by its City Council, has caused this bond to be manually signed by the Mayor and the City Clerk of said City and its corporate seal to be impressed hereon, all as of the ___ day of _____ 2016.

Mayor

City Clerk

CERTIFICATE OF LOCAL GOVERNMENT COMMISSION

The issuance of the within bond has been approved under the provisions of The Local Government Bond Act of North Carolina.

Secretary, Local Government Commission

CERTIFICATE OF AUTHENTICATION

This bond is the bond of the series designated herein and issued under the provisions of the within-mentioned Resolution.

Director of Financial Services, as Bond Registrar

By: _____
Authorized Signatory

Date of authentication: _____

ASSIGNMENT

FOR VALUE RECEIVED the undersigned registered owner thereof hereby sells, assigns and transfers unto

the within bond and all rights thereunder and hereby irrevocably constitutes and appoints

attorney to register the transfer of said bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

In the presence of:

NOTICE: The signature must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

The signature to this assignment must correspond with the name as it appears on the face of the within bond in every particular, without alteration of enlargement or any change whatever.

[The following is to be on a separate sheet.]

SCHEDULE A

Principal Installments Paid
in Advance of Maturity Dates

Principal Payment Date	Due Amount	Principal Payment	Balance	Date Paid	Name of Bond Registrar, Authorized Official and Title
_____	\$_____	\$_____	\$_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Section 4. The installments of principal of this bond maturing are subject to redemption prior to maturity. The installments of principal of this bond may be redeemed, at the option of said City, on any day from any moneys that may be made available for such purpose, either in whole or in part, equal to the aggregate principal amount of the installments of principal to be redeemed, together with interest accrued thereon to the date fixed for redemption plus a Make-Whole Redemption Premium as set forth in the Bond Purchase Agreement.

If less than all of the installments of principal of this bond that are subject to redemption shall be called for redemption, said City shall direct which installments of principal of this bond or portions thereof are to be redeemed.

Not less than fourteen (14) days before the redemption date of any installment of principal the Bond to be redeemed, whether such redemption be in whole or in part, the Issuer shall cause a notice of such redemption to be filed with the Bond Registrar and to be mailed, postage prepaid, to the registered owner of the Bond, to be redeemed in whole or in part at his

address appearing upon the registration books of the Issuer. Failure to mail such notice or any defect therein shall not affect the validity of the redemption as regards registered owners to whom such notice was given as required hereby. Each such notice shall set forth the date designated for redemption, the redemption price to be paid and the principal installments maturities of the Bond to be redeemed.

On the date fixed for redemption, notice having been given in the manner and under the conditions hereinabove provided, the installments of principal of the Bond or portions thereof so called for redemption shall be due and payable at the redemption price provided therefor, plus accrued interest to such date. If moneys sufficient to pay the redemption price of the installments of principal of the Bond or portions thereof to be redeemed, plus accrued interest thereon to the date fixed for redemption, have been deposited by the Issuer to be held in trust for the registered owner of the Bond, interest on the installments of principal of the Bond or portions thereof called for redemption shall cease to accrue, such installments of principal of the Bond or portions thereof shall cease to be entitled to any benefits or security under this resolution or to be deemed outstanding, and the registered owner of the Bond shall have no rights in respect thereof except to receive payment of the redemption price thereof, plus accrued interest to the date of redemption.

In the event that an installment of principal of the Bond or portion thereof shall be redeemed, the Bond Registrar shall direct the registered owner of the Bond to evidence such redemption by appropriate notation on Schedule A attached to the Bond for such purpose.

Any notice of redemption may state that the redemption to be effected is conditioned on receipt by the Bond Registrar on or before the redemption date of moneys sufficient to pay the redemption price of and interest on the Bond to be redeemed or principal installments thereon, as

applicable. If such notice contains such a condition and moneys sufficient to pay the redemption price of and interest on such Bond or principal installments thereon, as applicable are not received by the Bond Registrar on or before the redemption date, the redemption shall not be made and the Bond Registrar will within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received and the redemption will not take place.

Section 5. The Bond Registrar shall keep at his or her office the books of the Issuer for the registration of transfer of the Bond. The transfer of the Bond may be registered only upon the registration books of the Issuer upon the surrender thereof to the Bond Registrar together with an assignment duly executed by the registered owner thereof or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar. Upon any such registration of transfer, the Bond Registrar shall authenticate and deliver in exchange for the Bond a new Bond, registered in the name of the transferee, in a principal amount equal to the unredeemed installments of principal of the Bond so surrendered, containing the same unredeemed installments of principal and bearing interest at the same rate.

In all cases in which the transfer of the Bond shall be registered hereunder, the Bond Registrar shall authenticate and deliver at the earliest practicable time a new Bond in accordance with the provisions of this resolution. Any Bond surrendered in any such registration of transfer shall forthwith be cancelled by the Bond Registrar. The Issuer or the Bond Registrar may make a charge for shipping and out-of-pocket costs for every such registration of transfer of the Bond sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such registration of transfer, but no other charge shall be made by the Issuer or the Bond Registrar for registering the transfer of the Bond under this resolution. Notwithstanding

the foregoing, the Bond Registrar shall not register the transfer of the Bond to any person or entity other than a bank, insurance company or similar financial institution unless such transfer has been approved by the Local Government Commission.

As to any Bond, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal or redemption price of any Bond and the interest on any Bond shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon any Bond, including the interest thereon, to the extent of the sum or sums so paid.

The Issuer shall appoint such registrars, transfer agents, depositories or other agents as may be necessary for the registration and registration of transfer of the Bond within a reasonable time according to then current commercial standards and for the timely payment of principal and interest with respect to the Bond. The Director of Financial Services of said City is hereby appointed the registrar, transfer agent and paying agent for the Bond (collectively the “Bond Registrar”), subject to the right of the City Council to appoint another Bond Registrar, and as such shall keep at his or her office the books of the Issuer for the registration, registration of transfer and payment of the Bond as provided in this resolution.

Section 6. The Issuer covenants that, to the extent permitted by the Constitution and laws of the State of North Carolina, it will comply with the requirements of the Internal Revenue Code of 1986, as amended, except to the extent that the Issuer obtains an opinion of bond counsel to the effect that noncompliance would not result in interest on the Bond being includable in the gross income of the owners of the Bond for purposes of federal income taxation.

Section 7. The Local Government Commission is hereby requested to sell the Bond at private sale without advertisement to the Purchaser, subject to the approval of the City Manager or Director of Financial Services of the Issuer, in accordance with the Bond Purchase Agreement by and among the Local Government Commission and the Purchaser in the form presented to the City Council (the “Bond Purchase Agreement”). The Bond Purchase Agreement is hereby approved and the City Manager and the Director of Financial Services are each hereby authorized to execute and deliver the Bond Purchase Proposal in substantially such form, with such changes, additions and omissions as may be approved by the City Manager or the Director of Financial Services of the Issuer, such approval to be conclusively evidenced by such execution.

Section 8. The Local Government Commission is hereby requested to hold in escrow portion of the proceeds the Bond in the amount necessary to call for redemption the 2003 Bonds to be Refunded on May 1, 2016 and the 2006 Bonds to be Refunded on May 1, 2016, in each case at a redemption price equal to 100% of the principal amount of such refunded bonds, plus interest accrued on such refunded bonds to the respective redemption dates. In the alternative the Director of Financial Services may, if necessary, appoint an escrow agent in connection with the refunding of the bonds to be refunded by the issuance of the Bond and to execute any necessary documentation relating to the appointment of such escrow agent.

Section 9. The Mayor, the City Manager and the Director of Financial Services of the Issuer and their designees are hereby authorized and directed to take such other actions and to execute and deliver such other documents, certificates, undertakings, agreements or other instruments as such officer determines to be necessary or appropriate to effectuate the issuance of the Bond and the refunding of the bonds to be refunded.

Section 10. This resolution shall take effect upon its passage.

This the 17th day of March, 2016.

Allen M. Thomas
Mayor

ATTEST:

Carol L. Barwick
City Clerk

BOND PURCHASE AGREEMENT

Among

Local Government Commission,
City of Greenville, North Carolina,

and

Bank of America, N.A.

concerning

\$10,500,000
City of Greenville, North Carolina
General Obligation Refunding Bond
Series 2016

BOND PURCHASE AGREEMENT

concerning

\$10,500,000

City of Greenville, North Carolina
General Obligation Refunding Bond
Series 2016

_____, 2016

City of Greenville, North Carolina
Greenville, North Carolina

Local Government Commission
Raleigh, North Carolina

Ladies and Gentlemen:

We, Bank of America, N.A. (“BOA”) hereby offers to enter into this Bond Purchase Agreement as our commitment letter (this “Bond Purchase Agreement”) with the Local Government Commission, a division of the Department of State Treasurer of the State of North Carolina (the “LGC”) and the City of Greenville, North Carolina (the “City”), which, upon acceptance of this offer by the LGC and approval by the City of this offer and of the LGC’s acceptance thereof, will be binding upon the LGC, the City and BOA.

1. Purchase and Sale of the Bond. Upon the terms and conditions hereof and upon the basis of the representations set forth herein, BOA hereby agrees to purchase, and the LGC and the City agrees to sell to BOA, [the City of Greenville General Obligation Refunding Bond, Series 2016 in the principal amount of \$10,500,000 (the “Bond”). The purchase price for the Bond shall be \$_____, which is equal to the par amount of the Bond. The delivery and payment for the Bond and other actions contemplated hereby shall take place at the time and place set forth in Section 6 hereof (the “Closing”).

The Bond shall consist of one fully registered bond certificate in the principal amount of \$10,500,000, shall be dated as of _____, 2016 and shall bear interest from its date, at a rate of 1.89% per annum (except as otherwise provided in Exhibit B hereto). The Bond shall be issued and secured under and pursuant to The Local Government Bond Act, as amended, Article 7, as amended, of Chapter 159 of the General Statutes of North Carolina, an order adopted by said City Council on March 17, 2016 (the “Bond Order”) and resolution adopted by City Council on March 17, 2016 (the “Bond Resolution”),. All capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Bond Order and the Bond Resolution.

The proceeds of the Bond are to be used to provide funds, to refund certain (a) General Obligation Public Improvement Bonds, Series 2003 and General Obligation Public Improvement

Bonds, Series 2006 (collectively, the “Refunding”) and (b) pay certain costs and expenses incidental to the issuance and sale of the Bond.

The principal installments of the Bond, the redemption provisions and the determination of taxability provisions of the Bond are set forth on Exhibit B hereto

2. Role and representations of BOA; [Purchase for Loan Account].

(a) BOA, is acting solely as purchaser and not in the capacity of fiduciary for the City, or placement agent, or in the capacity of broker, dealer, municipal securities underwriter, municipal advisor or fiduciary with respect to the Bond.

(b) BOA is familiar with the information the City has provided with respect to the City.

(c) BOA has been furnished with certain financial and other information about the City and the Bond as requested by BOA.

(d) The City has made available to BOA the opportunity to obtain additional information about the City and the Bond.

(e) The City acknowledges and agrees that: (i) the information contained in this Bond Purchase Agreement sets forth certain proposed terms and conditions of an arm’s-length commercial transaction between the City and BOA and does not constitute advice, an opinion or a recommendation by BOA; (ii) the City will make its own determination regarding whether to enter into the proposed transaction and the terms thereof, and will consult with and rely on the advice of its own financial, accounting, tax, legal and other advisors; (iii) BOA is acting solely for its own loan account in connection with the proposed transaction, and is not acting as a municipal advisor, financial advisor, agent or fiduciary to the City or any other person or entity (including to any financial advisor or placement agent engaged by the City), and its financial advisor and placement agent are free to retain the services of such advisors (including as it relates to structure, timing, terms and similar matters and compliance with legal requirements applicable to such parties) as such entity deems necessary or appropriate; (iv) BOA has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to the City with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto; (v) neither BOA nor any of its affiliates is acting as a broker, dealer, underwriter or placement agent with respect the transactions contemplated hereby; (vi) the only obligations BOA has to the City with respect to the transactions contemplated hereby expressly are set forth in this Bond Purchase Agreement; and (vii) BOA is not recommending that the City take any action with respect to the transactions contemplated by this Bond Purchase Agreement. Before taking any action with respect to the contemplated transactions, the City should discuss the information contained herein with its own legal, accounting, tax, financial and other advisors, as it deems appropriate. If the City would like a municipal advisor in this transaction that has legal fiduciary duties to it, the City is free to engage a municipal advisor to serve in that capacity. This Bond Purchase Agreement is provided to the City pursuant to and in reliance upon the “bank exemption” provided under the municipal advisor rules of the Securities and Exchange Commission, Rule 15Ba1-1 et seq.

(f) At Closing, BOA will deliver to the City a Purchaser Certificate in the form attached hereto as **Exhibit A**.

3. Representations and Warranties of the LGC. The LGC makes the following representations and warranties to the City and BOA, all of which shall survive the delivery of the Bond:

(a) The LGC is duly organized and validly existing as a division of the Department of the State Treasurer of the State of North Carolina, vested with the rights and powers conferred upon it pursuant to Chapter 159 of the General Statutes of North Carolina, as amended.

(b) The LGC has full power and authority to approve the issuance and provide for the sale of the Bond as provided in this Bond Purchase Agreement, and the LGC has taken or will take all action required by the Act or other applicable laws in connection therewith.

(c) The LGC has duly authorized the execution and delivery of this Bond Purchase Agreement and has taken or will take all action necessary or appropriate to carry out the sale and delivery of the Bond to BOA.

(d) The execution and delivery of this Bond Purchase Agreement and the performance by the LGC of its obligations hereunder are within the powers of the LGC and, to the best of the LGC's knowledge, will not conflict with or constitute a breach or result in a violation of (i) any federal or North Carolina constitutional or statutory provision, (ii) any agreement or other instrument to which the LGC is a party or by which it is bound, or (iii) any order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the LGC.

(e) Except for any action required by applicable federal or state laws, no consent, approval, authorization or order of any governmental or regulatory authority, other than the approvals of the City as herein required, is required to be obtained by the LGC as a condition precedent to the issuance or sale of the Bond or the execution and delivery of this Bond Purchase Agreement or the performance by the LGC of its obligations hereunder.

(g) There is no litigation or any other proceeding before any court or governmental body or agency pending or, to the knowledge of the LGC, threatened against or involving the LGC to restrain or enjoin the issuance or delivery of the Bond or the execution or delivery by the LGC of this Bond Purchase Agreement and the performance of its obligations hereunder.

4. Representations and Warranties of the City. The City makes the following representations and warranties to BOA, all of which shall survive the delivery of the Bond:

(a) The City is a municipal corporation duly organized and validly existing under the laws of the State of North Carolina, and is authorized and empowered to provide for the financing of the Refunding by causing the Bond to be issued.

(b) The City has the full legal right, power and authority to adopt the Order and the Bond Resolution and to execute and deliver this Bond Purchase Agreement and to perform its respective obligations hereunder and thereunder.

(c) The Bond Order and the Bond Resolution have been duly adopted by the City Council, is in full force and effect and has not been modified or amended in any manner.

(d) The City has duly authorized (i) the execution and delivery of this Bond Purchase Agreement, (ii) the issuance and delivery of the Bond and (iii) such actions as may be required on the part of the City to consummate the transactions contemplated by such documents.

(e) The Bond Order, the Bond Resolution and this Bond Purchase Agreement constitute legal, valid and binding obligations of the City enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles. The Owner of the Bond will be entitled to the security described in the Bond, Bond Order and Bond Resolution as provided therein.

(f) The City is not in violation of any applicable constitutional provision, law or administrative rule or regulation of the State of North Carolina or of the United States of America or in default under any agreement, resolution, indenture or instrument to which the City is a party or by which the City or its property is bound, the effect of which violation or default would materially affect the ability of the City to perform its obligations under the Bond Order, the Bond Resolution or this Bond Purchase Agreement, and no such event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute such a violation or default hereunder or thereunder.

(g) The execution and delivery of this Bond Purchase Agreement, the adoption of the Bond Order and Bond Resolution and performance of the obligations of the City hereunder or thereunder do not and will not conflict with, result in the creation or imposition of any lien, charge or encumbrance upon any of the assets of the City other than as set forth therein pursuant to the terms of, or constitute a default under, any agreement, indenture or instrument to which the City is a party or by which the City or its property is bound, or result in a violation of any applicable constitutional provision, law or administrative regulation or any order, rule or regulation of any court or governmental agency having jurisdiction over the City or its property, except as provided and permitted by such documents.

(h) No consent, authorization or order of, or filing or registration with, any court or governmental agency not already obtained or made is required for the adoption of the Bond Order, Bond Resolution or the execution, delivery and performance by the City of this Bond Purchase Agreement, or the consummation by the City of the transactions contemplated hereunder or thereunder, and any such consent, authorization or order so obtained is in full force and effect.

(i) Any certificate signed by an authorized officer of the City and delivered to BOA shall be deemed a representation and warranty of the City to BOA as to the statements made therein.

(j) To the best knowledge of the City, there is no litigation or any other proceeding before or by any court, public board, agency or body, pending or threatened against or affecting the City or any of the members of the City Council in their respective capacities as such (nor is

there any basis therefor), wherein an unfavorable decision, ruling or finding would in any way materially adversely affect (i) the transactions contemplated by this Bond Purchase Agreement, (ii) the organization, existence or powers of the City or the title to the office of any of the members of the City Council, (iii) the properties or assets or the condition, financial or otherwise, of the City, (iv) the validity or enforceability of this Bond Purchase Agreement, the Bond Order, the Bond Resolution or the Bond (or any other agreement or instrument of which the City is a party or used or contemplated for use in the consummation of the transactions contemplated hereby) or (v) the exemption from federal or State of North Carolina income taxation of the interest on the Bond.

(k) There has been no material adverse change in the financial condition of the City since June 30, 2015, except as otherwise specified in writing to BOA by the City prior to the date hereof.

5. Payment and Delivery. At 10:00 a.m., Raleigh, North Carolina time, on April __, 2016, or at such other time or on such earlier or later date as mutually agreed upon, the City and the LGC will deliver or cause to be delivered the Bond to BOA. Upon such delivery of the Bond, BOA shall pay the purchase price for the Bond as specified in Section 1 hereof to the Trustee in immediately available funds, and the Trustee shall deposit the full purchase price thereof in the manner specified [in the Escrow Deposit Agreement, dated __, 2016 between the City and ____]. The Closing on the Bond will be held at the offices of Sidley Austin LLP in Washington, D.C., or at such other place as the City, the Trustee and BOA may mutually agree upon. If Closing has not occurred on or before __, 2016, BOA's offer pursuant to the terms hereof shall expire.

6. Conditions of Closing. BOA has entered into this Bond Purchase Agreement in reliance upon the representations and warranties of the LGC and the City contained herein and to be contained in the documents and instruments to be delivered at Closing and upon the performance by the LGC and the City of their respective obligations hereunder, as of the date hereof. Accordingly, BOA's obligation under this Bond Purchase Agreement to purchase and pay for the Bond shall be subject to the performance by the LGC and the City of their respective obligations to be performed hereunder and under such documents and instruments at or prior to Closing, and shall also be subject to the following conditions:

(a) From the date hereof to the Closing, there shall not have occurred any (i) material adverse change in the financial condition or general affairs of the City, (ii) event, court decision, proposed law or rule or any pronouncement of the Internal Revenue Service that may have the effect of changing the federal income tax nature of the Bond or the contemplated transaction, (iii) international or national crisis or banking moratorium materially affecting, in the reasonable opinion of BOA, the market value of the Bond or (iv) new restrictions on the extension of credit by banks or other lending institutions by any federal or state agency.

(b) At the time of Closing (i) the representations and warranties of the LGC and the City respectively, contained herein shall be true, complete and correct, (ii) the Bond Order, the Bond Resolution and this Bond Purchase Agreement shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to by BOA and (iii) the LGC and the City shall have duly adopted and there shall be in full force and effect such

resolutions as in the opinion of Sidley Austin LLP, Washington, D.C. (“Bond Counsel”), shall be necessary in connection with the transactions contemplated hereby, and such resolutions shall not have been amended, modified or supplemented, except as may have been agreed to by BOA.

(c) On or prior to the date of Closing, BOA shall have received the following documents in form and substance reasonably satisfactory to BOA:

(1) opinion of Bond Counsel, dated as of the date of Closing, addressed to BOA or together with a reliance letter to BOA, in form and substance satisfactory to BOA;

(2) opinion of the City Attorney, dated as of the date of Closing, addressed to BOA and in form and substance satisfactory to BOA;

(3) certified copies all proceedings of the City relating to approvals or authorizations for the Bond and the execution and delivery of this Bond Purchase Agreement;

(4) certified copy of approving resolution of the LGC;

(5) tax certificate of the City and Internal Revenue Service Form 8038-G;

(6) certificate of an authorized officer of the City to the effect that the fees of the LGC relating to the Bond have been paid;

(7) such additional certificates (including appropriate incumbency and no-litigation certificates), instruments, opinions or other documents as BOA may request in its sole discretion.

All representations and warranties of the LGC and the City set forth in this Bond Purchase Agreement shall remain operative and in full force and effect regardless of (i) any investigation made by or on behalf of BOA or any person controlling BOA and (ii) acceptance of and payment for the Bond.

7. Limitation of Liability of the LGC and the City. The members, officers and employees of the LGC and the City shall not be personally liable under this Bond Purchase Agreement.

8. Counterparts. This Bond Purchase Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

9. Notices. Any notice or other communication to be given under this Bond Purchase Agreement may be given by delivering the same in writing by first-class mail, postage prepaid, to the following addresses:

To the LGC:

Local Government Commission
405 Fair Meadow Lane
Suite 102
Raleigh, NC 27607

To the City:

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

To BOA:

Bank of America, N.A.

Attention:

10. Governing Law. This Bond Purchase Agreement shall be governed by, and construed in accordance with, the laws of the State of North Carolina.

11. Severability. In the event any provision of this Bond Purchase Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

This Bond Purchase Agreement shall become effective upon the execution of the acceptance hereof by a duly authorized member of the LGC and the City and shall be valid and enforceable as of the time of such acceptance.

BANK OF AMERICA, N.A.

By: _____
Title: _____

Counterpart signature page to Bond Purchase Agreement, dated _____, 2016, among the Local Government Commission, the City of Greenville, North Carolina and Bank of America, N.A.

Accepted:

LOCAL GOVERNMENT COMMISSION

By: _____
Secretary

Counterpart signature page to Bond Purchase Agreement, dated _____, 2016, among the Local Government Commission, the City of Greenville, North Carolina and Bank of America, N.A.

Approved:

CITY OF GREENVILLE, NORTH CAROLINA

By: _____
City Manager

EXHIBIT A

FORM OF PURCHASER'S CERTIFICATE

EXHIBIT B

**PRINCIPAL INSTALLMENTS, REDEMPTION PROVISIONS AND
DETERMINATION OF TAXABILITY PROVISIONS**

Principal Installments Paid
in Advance of Maturity Dates

<u>Principal Payment Date</u>	<u>Due Amount</u>	<u>Principal Payment</u>	<u>Balance</u>
_____	\$ _____	\$ _____	\$ _____
_____	_____	_____	_____
_____	_____	_____	_____

Redemption Provisions (need to add Make Whole Redemption provisions)

Determination of Taxability Provisions



City of Greenville, North Carolina

Meeting Date: 3/17/2016
Time: 6:00 PM

Title of Item: Resolutions Establishing 2016 State Legislative Initiatives

Explanation: **Abstract:** At its Monday, March 14, 2016, meeting, City Council is scheduled to identify legislative initiatives to pursue with the local legislative delegation during the 2016 Session of the North Carolina General Assembly. Based upon this identification, resolutions are to be prepared and scheduled to be acted upon by City Council at the Thursday, March 17, 2016, meeting.

Explanation: Based upon the direction of City Council at its March 14, 2016, meeting, resolutions which establish the City's legislative initiatives for the 2016 Session of the North Carolina General Assembly will be prepared for City Council's consideration.

Fiscal Note: The development of the legislative initiatives will not have a fiscal impact.

Recommendation: Approval of the resolutions which establish the City's legislative initiatives.

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