



Agenda

Greenville City Council

April 14, 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 Smiley

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

- Dallas Mayo - Public Works Department Retiree
- Greenville 12U SWAC All-Star Basketball Team - State Champions

VII. Appointments

1. Appointments to Boards and Commissions

VIII. New Business

Public Hearings

2. Ordinance to annex Centre Court, involving 14.3025 acres at the terminus of Holden Drive
3. Ordinance to amend the annexation ordinance and the effective date of the annexation for Dixon Family Farms, Incorporated and Jeffrey Grabowski properties, involving 41.9410 acres located along the eastern right-of-way of NC Highway 43 and south of Ivy Road
4. Ordinance requested by Brandon Mitchell to rezone 1.4953 acres located along the southern right-of-way of Thomas Langston Road and 250+/- feet west of Sterling Pointe Drive from RA20 (Residential-Agricultural) to CG (General Commercial)
5. Ordinance requested by POHL, LLC and V. Parker Overton to rezone 48.16+/- acres located along the southern right-of-way of Bayswater Road and 700+/- feet south of Fire Tower Road from R6MH (Residential-Mobile Home [High Density]) to CG (General Commercial) for 9.48+/- acres and OR (Office-Residential [High Density Multi-family]) for 38.68+/- acres
6. Ordinance requested by WGB Properties, Incorporated to rezone 7.87 acres located along the northern right-of-way of Clifton Street and the eastern right-of-way of Evans Street from CG (General Commercial) to OR (Office-Residential [High Density Multi-family])
7. Resolution authorizing an application to the Federal Transit Administration (FTA) for a Section 5339 grant for federal capital assistance for Greenville Area Transit (GREAT) for the replacement of two buses

Other Items of Business

8. Presentation of design and status of the Greenville Transportation Activity Center Project
9. Town Common Phase I Schematic Design Presentation
10. Series Resolution for Greenville Utilities Commission 2016 Revenue Bonds Issuance
11. Submission of a 2016 TIGER Grant Application
12. Preview of the City's proposed operating budget for fiscal year 2016-2017 and financial plan for fiscal year 2017-2018
13. Parking discussion

IX. City Manager's Report

X. Comments from Mayor and City Council

XI. Adjournment



City of Greenville, North Carolina

Meeting Date: 4/14/2016
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 five of the boards and commissions.

Explanation: City Council appointments need to be made to the Community Appearance Commission, Environmental Advisory Commission, Human Relations Council, Investment Advisory Committee, and Youth Council.

Fiscal Note: No direct fiscal impact

Recommendation: Make appointments to the Community Appearance Commission, Environmental Advisory Commission, Human Relations Council, Investment Advisory Committee, and Youth Council.

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Attachments / click to download

[Muni_Report_2015_Appointments_to_Boards_and_Commissions_998631](#)

Appointments to Boards and Commissions

April 2016

Community Appearance Commission

Council Liaison: Council Member McLean Godley

Name	District #	Current Term	Reappointment Status	Expiration Date
Myron Caspar	4	Second term	Resigned	April 2016
Lynn Caverly	4	First term	Resigned	April 2016
Sharon Gray	3	First term	Resigned	July 2018
J. Scott Johnson	4	First term	Eligible	April 2016
Cora Tyson	4	First term	Resigned	July 2017

Environmental Advisory Commission

Council Liaison: Council Member McLean Godley

Name	District #	Current Term	Reappointment Status	Expiration Date
David Ames <i>(Educator of the Natural or Physical Sciences/Physician)</i>	4	Filling unexpired term	Eligible	April 2016
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

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

Youth Council

Council Liaison: Council Member Calvin Mercer

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

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 Human Relations Council

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

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

Application Date: 1/15/2015

District #: 1

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

Bridget Moore
4128A Bridge Court
Winterville, NC 28590

Application Date: 8/28/2014

District #: 5

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

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

Application Date:

District #: 5

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

Applicants for Investment Advisory Committee

None.

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: 4/14/2016
Time: 6:00 PM

Title of Item: Ordinance to annex Centre Court, involving 14.3025 acres at the terminus of Holden Drive

Explanation: **Abstract:** The City received a voluntary annexation petition to annex Centre Court, involving 14.3025 acres at the terminus of Holden Drive. The subject area is currently undeveloped and is anticipated to accommodate 40 single-family lots and 84 multi-family units.

ANNEXATION PROFILE

A. SCHEDULE

1. Advertising date: April 4, 2016
2. City Council public hearing date: April 14, 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: 14.3025
4. Voting Districts: 5
5. Township: Winterville
6. Vision Area: D
7. Zoning: R6 (Residential)

8. Land Use: Existing: Vacant
Anticipated: 40 single-family lots and 84 multi-family units

9. Population:

	Formula	Number of People
Total Current	-----	0
Estimated at full development	124 x 2.2	273
Current Minority	-----	0
Estimated Minority at full development	273 x 43.4%	118
Current White	-----	0
Estimated White at full development	273 - 118	155

* 2.2 people per household in Greenville

10. Rural Fire Tax District: Rural Winterville

11. Greenville Fire District: Station #3 (Distance of 5.0 miles)

12. Present Tax Value: \$800,940
Estimated Future Tax Value: \$23,120,940

Fiscal Note: The total estimated tax value at full development is \$23,120,940.

Recommendation: Approve the attached ordinance to annex Centre Court

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

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[Survey](#)

[Ordinance_Centre_Court_1024428](#)

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 14th day of April, 2016, after due notice by publication in The Daily Reflector on the 4th day of April, 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 "Centre Court" involving 14.3025 acres as prepared by Stroud Engineering, P.A.

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

GENERAL DESCRIPTION:

Lying and being in Winterville Township, Pitt County, North Carolina, lying northwest of Fire Tower Road and west of Arlington Boulevard, being bounded on the south by Tower Village Section II as recorded in Map Book 44, Page 99, on the west by Summerhaven Subdivision, Section Two as recorded in Map Book 45, Page 196-196A, on the north by David A. Evans, Jr. as recorded in Deed Book 761, Page 455, Wimbledon Park Lot 5 Revised as recorded in Map Book 68, Page 19, on the north and east by Wimbledon Park Lots 5A, 5B, 5C, 5D, 5E, 5F, 5G, 5H, 5I, 5J, 5K, 5L, and 5M Revised as recorded in Map Book 61, Page 56, also on the east by Wimbledon Park Lot 2A as recorded in Map Book 62, Page 171, and Tucker Farms, Inc. as recorded in Deed Book 1517, Page 410, all of the Pitt County Registry, and being more particularly described as follows:

Beginning at an existing iron pipe, the northeast corner of Lot 13A, Tower Village, Section II as recorded in Map Book 44, Page 99, and being a common corner to Tucker Farms, Inc. property as recorded in Deed Book 1517, Page 410, the True Point of Beginning.

Thence from the True Point of Beginning, along the northwest line of Tower Village Section II as recorded in Map Book 44, Page 99, S 53-41-30 W 897.96' to a corner of Lot 14A, Summerhaven Subdivision, Section Two as recorded in Map Book 45, Page 196-196A, thence along the eastern boundary of Summerhaven

Subdivision, Section Two, N 01-16-20 E 798.34' to an existing iron pipe, thence continuing along Summerhaven Subdivision, Section II N 02-05-22 E 542.08' to an existing concrete monument in the southern line of David A. Evans, Jr, the northernmost corner of Lot 53A, Summerhaven Subdivision, Section Two, thence leaving the boundary of Summerhaven Subdivision and following the southern line of the David A. Evans property as recorded in Deed Book 761, Page 455, N 78-48-39E 124.60' to the southwest corner of Wimbledon Park Lot 5 Revised as recorded in Map Book 68, Page 19, thence with the Wimbledon Park southern boundary S 81-51-05 E 360.00' to a corner of Wimbledon Park Lots 5A, 5B, 5C, 5D, 5E, 5F, 5G, 5H, 5I, 5J, 5K, 5L, and 5M Revised as recorded in Map Book 61, Page 56, thence continuing along the Wimbledon Park boundary S 02-07-29 W 328.24' to a point, thence S 16-58-05E 44.63' to a point, thence crossing Holden Drive S 16-52-32 E 53.22' to a point, thence along the boundary of Wimbledon Park Lot 2A as recorded in Map Book 62, Page 171 S 16-44-03 E 97.61' to an existing iron stake, thence S 31-33-37 E 124.03' to an existing iron stake, the northwest corner of Tucker Farms, Inc. property as recorded in Deed Book 1517, Page 410, thence along the Tucker Farms, Inc. boundary S 31-27-29 E 188.16' to an existing iron pipe, the True Point of Beginning, containing 14.3025 Acres and being the property recorded in Deed Book 1695, Page 93, and being Parcel 68061 as filed with the Pitt County Tax Assessor's Office.

Attachment number 1
Page 2 of 2

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 14th day of April, 2016.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

NORTH CAROLINA
PITT COUNTY

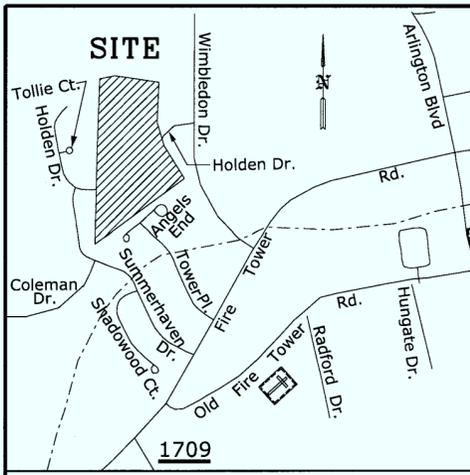
I, Polly Jones, a Notary Public for said County and State, certify that Carol L. Barwick personally came before me this day and acknowledged that she is the City Clerk of the City of Greenville, a municipality, and that by authority duly given and as the act of the municipality, the foregoing instrument 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 14th day of April, 2016.

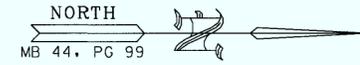
Notary Public

My Commission Expires: _____

1024428



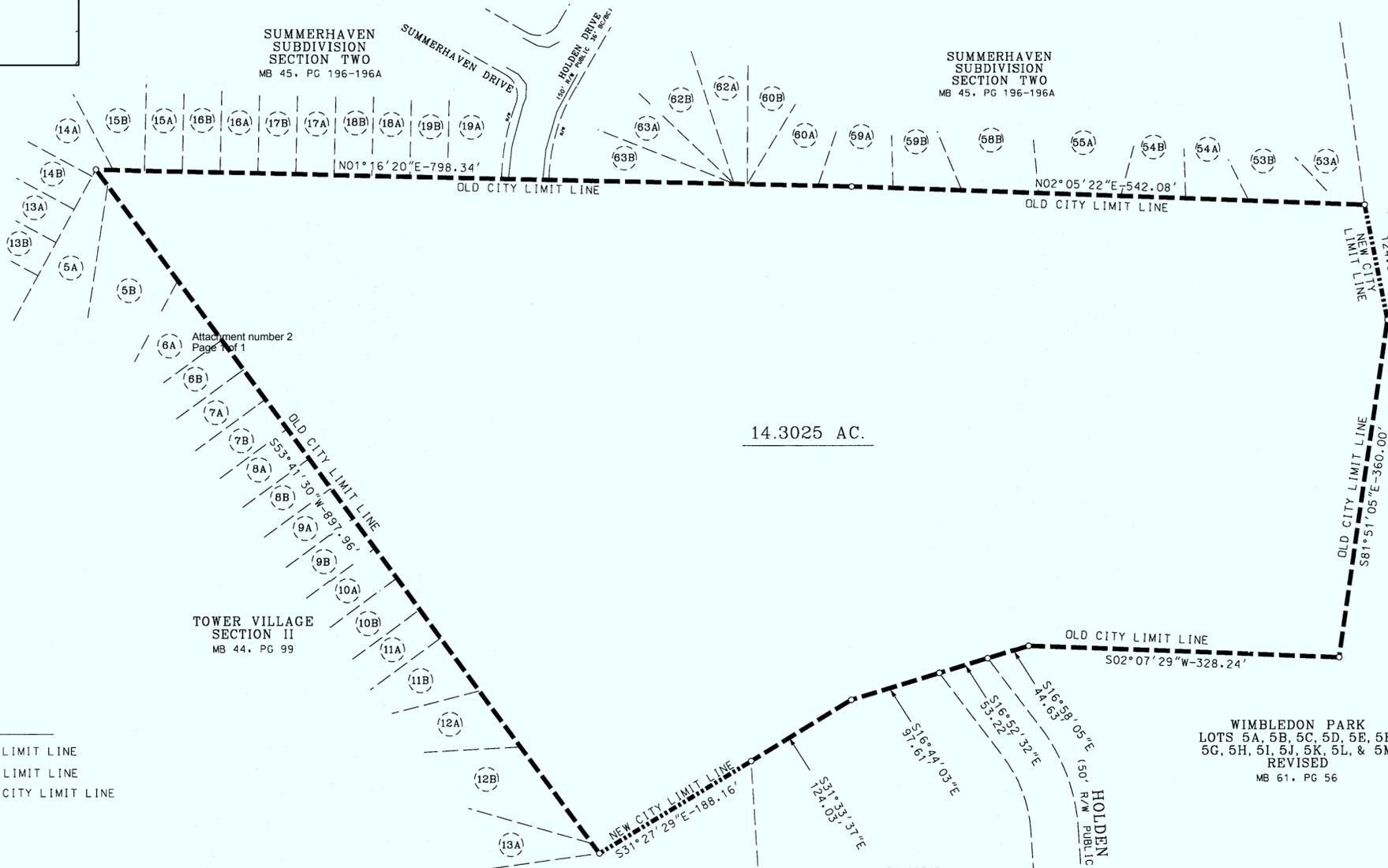
VICINITY MAP
SCALE: 1"=1000'



SUMMERHAVEN SUBDIVISION SECTION TWO
MB 45, PG 196-196A

SUMMERHAVEN SUBDIVISION SECTION TWO
MB 45, PG 196-196A

SUMMERHAVEN SUBDIVISION SECTION TWO
MB 45, PG 196-196A



PN 58137
DAVID A. EVANS, JR.
DB 761, PG 455

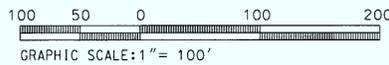
WIMBLEDON PARK LOT 5
REVISED
MB 68, PG 19

WIMBLEDON PARK
LOTS 5A, 5B, 5C, 5D, 5E, 5F,
5G, 5H, 5I, 5J, 5K, 5L, & 5M
REVISED
MB 61, PG 56

PN 66951
TUCKER FARMS, INC.
DB 1517, PG 410

PN 69546
WIMBLEDON PARK LOT 2A
MB 62, PG 171

LEGEND:
- - - - - NEW CITY LIMIT LINE
- - - - - OLD CITY LIMIT LINE
- - - - - EXISTING CITY LIMIT LINE



I, Howard O. Barnum, CERTIFY THAT THIS MAP WAS DRAWN BY DEE WILLIAMS UNDER MY SUPERVISION FROM AN ACTUAL SURVEY BY ME; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN DEEDS AND MAPS REFERENCED HEREON.

WITNESS MY HAND AND SEAL THIS 17th DAY OF MARCH, 16.

SIGNED Howard O. Barnum
PROFESSIONAL LAND SURVEYOR L-3634

REFERENCE: BEING THE PROPERTY RECORDED IN DEED BOOK 1695, PAGE 395 PARCEL NO. 68061

CENTRE COURT	
WINTERVILLE TOWNSHIP, PITT COUNTY, NORTH CAROLINA	
TUCKER FARMS, INC. 2539 SEVEN PINES ROAD GREENVILLE, NC 27834 252-752-1010	
SURVEYED: HOB	APPROVED: HOB
DRAWN: RM	DATE: JAN. 11, 2016
CHECKED: HOB	SCALE: 1"=100'

MAP NO.	MAPS RECORDED	BOOK	PAGE

MAP SHOWING AREA ANNEXED BY

THE CITY OF GREENVILLE

14.3025 AC.

DATE _____ ORDINANCE NO. _____ AREA _____

NORTH CAROLINA, _____ COUNTY
I, _____, NOTARY PUBLIC OF THE COUNTY AND STATE AFORESAID, CERTIFY THAT _____, A PROFESSIONAL LAND SURVEYOR, PERSONALLY APPEARED BEFORE ME THIS DAY AN ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL STAMP OR SEAL THIS THE _____ DAY OF _____, 20____.

NOTARY PUBLIC _____
MY COMMISSION EXPIRES _____



City of Greenville, North Carolina

Meeting Date: 4/14/2016
Time: 6:00 PM

Title of Item: Ordinance to amend the annexation ordinance and the effective date of the annexation for Dixon Family Farms, Incorporated and Jeffrey Grabowski properties, involving 41.9410 acres located along the eastern right-of-way of NC Highway 43 and south of Ivy Road

Explanation: **Abstract:** The City received a voluntary annexation petition to annex Dixon Family Farms, Incorporated and Jeffrey Grabowski properties, involving 41.9410 acres located along the eastern right-of-way of NC Highway 43 and south of Ivy Road. The subject area contains a single-family residence and farmland and is anticipated to yield 130 single-family residences. The City annexed the property with an effective date of June 30, 2016. The developer has requested that the effective date of the annexation ordinance be amended so that development under City standards can commence. This annexation was previously approved on the 13th day of August, 2015, with an effective date of the 30th day of June, 2016.

Explanation: The developer wishes to commence the development of the property under City standards and, in order for this to occur, the effective date of the annexation is required to be advanced. This request will amend the original ordinance to change the effective date to the 14th day of April, 2016.

ANNEXATION PROFILE

A. SCHEDULE

1. Advertising date: April 4, 2016
2. City Council public hearing date: April 14, 2016
3. Effective date: April 14, 2016

B. CHARACTERISTICS

1. Relation to Primary City Limits: Non-Contiguous
2. Relation to Recognized Industrial Area: Outside
3. Acreage: 41.9410
4. Voting District: 4
5. Township: Chicod
6. Vision Area: C
7. Zoning: RA (Residential-Agricultural - Pitt County's Jurisdiction)
8. Land Use: Existing: One single-family residence and farmland
Anticipated: 130 single-family residences
9. Population:

	Formula	Number of People
Total Current	-----	0
Estimated at full development	130 x 2.18*	283
Current Minority	-----	0
Estimated Minority at full development	283 x 43.4%	123
Current White	----	0
Estimated White at full development	283-123	160

10. Rural Fire Tax District: Eastern Pines
11. Greenville Fire District: Station #3 (Distance of 6 miles)
12. Present Tax Value: \$325,131
Estimated Future Tax Value: \$23,400,000

Fiscal Note: The total estimated tax value at full development is \$23,400,000.

Recommendation: Approve the attached ordinance to amend the annexation ordinance and the effective date of the annexation for Dixon Family Farms, Incorporated and Jeffrey Grabowski properties

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

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 [Attachments](#)

 [Ordinance for Dixon Family Farms and Grabowski 1025187](#)

ORDINANCE NO. 16-
AN ORDINANCE TO AMEND ORDINANCE NO. 15-038 BY AMENDING THE
EFFECTIVE DATE OF ANNEXATION INTO 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-58.1, as amended, to annex the area described herein; and

WHEREAS, the City Council directed the City Clerk to investigate the sufficiency of said petition, the City Clerk certified the sufficiency of said petition and a public hearing on the question of this annexation was held at City Hall on the 13th day of August, 2015, after due publication in The Daily Reflector on the 3rd day of August, 2015; and

WHEREAS, Ordinance No. 15-038 was adopted on the 13th day of August, 2015 with an effective date of the 30th day of June, 2016; and

WHEREAS, it has been requested that the effective date of annexation be amended so that development of the property can commence under City standards; and

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WHEREAS, a public hearing on the question of amending the effective date of this annexation was held at City Hall at 6:00 p.m. on the 14th day of April, 2016, after due notice by publication in The Daily Reflector on the 4th day of April, 2016; and

WHEREAS, the City Council does hereby find as a fact that said petition meets the requirements of G. S. 160A-58.1, as amended.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA, DOES HEREBY ORDAIN THAT ORDINANCE NO. 15-038 SHALL BE REWRITTEN TO READ AS FOLLOWING:

Section 1. That by virtue of the authority vested in the City Council of the City of Greenville, North Carolina, under G. S. 160A-58.1, as amended, the following described non-contiguous territory is annexed:

TO WIT: Being all of that certain property as shown on the annexation map entitled "Dixon Family Farms, LLC and Jeffrey Grabowski", involving 41.9410 acres as prepared by Stroud Engineering, P.A.

LOCATION: Lying and being situated in Chicod Township, Pitt County, North Carolina, located along the eastern right-of-way of NC Highway 43 and south of Ivy Road.

GENERAL DESCRIPTION:

Lying and being in Chicod Township, Pitt County, North Carolina and lying east of NC Highway 43, and south of NCSR 2241 Ivy Road and being bounded on the west by Harrell Norman and Lydia Bryant Weathersby as recorded in Deed Book 2868, Page 828, on the northwest by Brewer Subdivision as recorded in Map Book 20, Page 4, and Map Book 21, Page 95, on the east by Mac Ross Property as recorded in Deed Book A 54, Page 458, and Deed Book 1009, Page 437, on the south by Johnnie M. Smith property as recorded in Deed Book 112, Page 238, and on the southwest by Jeffrey Grabowski property as recorded in Deed Book 3226, Page 856, all of the Pitt County Registry, and being more particularly described as follows:

Beginning at an existing nail in the centerline intersection of NC Highway 43 and NCSR 2241, Ivy Road, thence from the nail S 13-24-42 E 380.43' to a point in the common property line of Harrell Norman and Lydia Bryant Weathersby as recorded in Deed Book 2868 Page 828, the True Point of Beginning.

Thence from the True Point of Beginning, leaving the eastern right-of-way of NC Highway 43, along common line of Harrell Norman and Lydia Bryant Weathersby the following calls: N 73-25-21 E 192.98', N 17-00-07 W 227.38' to the common corner of Harrell Norman and Lydia Bryant Weathersby and Johnnie Stokes, thence the common line of Johnnie Stokes N 55-33-16 E 341.95, to a point that is the common corner of Ervin Williams, and Ruth Forrest, thence N 20-51-09 E 29.78' to a point, thence along the southern property line of Ruth Forrest and then

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Brewer Subdivision as recorded in Map Book 20, Page 4, and Map Book 21, Page 95, the following calls: N 66-22-13 E 377.04', N 40-41-13 E 109.08', N 62-32-08 E 100.03', N 62-36-46 E 100.02', N 62-03-11 E 100.16' to the southeast corner of Lot 7, Brewer Subdivision, thence N 27-32-35 W 199.55' to a point on the southern right-of-way of NCSR 2241, Ivy Road, thence along the right-of-way N 62-28-15 E 60.00', thence leaving the right-of-way S 27-24-39 E 200.02 to the southwest corner of Lot 8, thence along the southern property line of Brewer Subdivision the following calls: N 62-33-23 E 399.79', N 63-15-34 E 100.10', N 64-43-17 E 99.91' to the southeast corner of Lot 13, thence N 27-23-43 W 200.65' to a point on the southern right-of-way of NCSR 2241, Ivy Road, thence along the right-of-way N 65-07-10 E 59.97, thence leaving the right-of-way S 27-23-43 E 200.35', N 65-31-13 E 100.08', N 27-24-50 W 200.70' to a point on the southern right-of-way of NCSR 2241, thence along the right-of-way N 65-21-46 E 200.25' to a common corner of Mac Ross, thence along the western property line of Mac Ross the following calls: S 14-46-24 W 136.76', S 15-00-26 W 157.23', S 10-53-47 W 108.00', S 13-31-47 W 178.84', S 11-56-59 E 193.68', S 13-31-45 E 216.79', S 15-32-56 E 209.93', S 04-46-06 E 216.36' to the common corner with Mac Ross and Johnnie M. Smith, thence along the line of Johnnie M. Smith the following calls: S 00-48-42 E 182.71', S 86-19-12 W 445.06', N 67-24-09 W 221.77', S 66-23-57 W 218.29', S 65-50-51 W 1029.86' to a point on the eastern right-of-way of NC Highway 43, a common corner with Johnnie M. Smith, thence along the right-of-way the following calls: N 20-44-37 W 146.38', N 22-43-38 W 100.15', N 16-51-52 W 100.12', N 12-47-19 W 99.92, N 09-06-49 W 99.51, N 03-21-59 E 1.87' to the True Point of Beginning, containing 41.9410 acres and being all of Parcels 23083, 02247, and 46270 as filed with the Pitt County Tax Assessor's Office.

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 14th day of April, 2016.

ADOPTED this 14th day of April, 2016.

1025187

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.

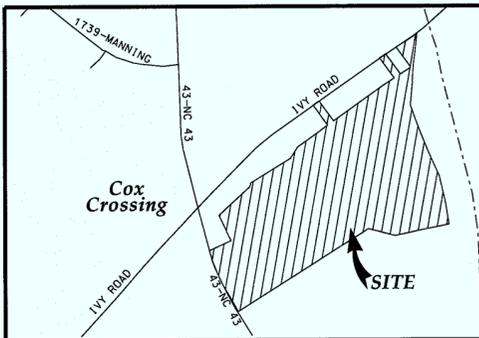
WITNESS my hand and official seal this ____ day of _____, 2016.

Notary Public

My Commission Expires: _____

1025187

Item # 3

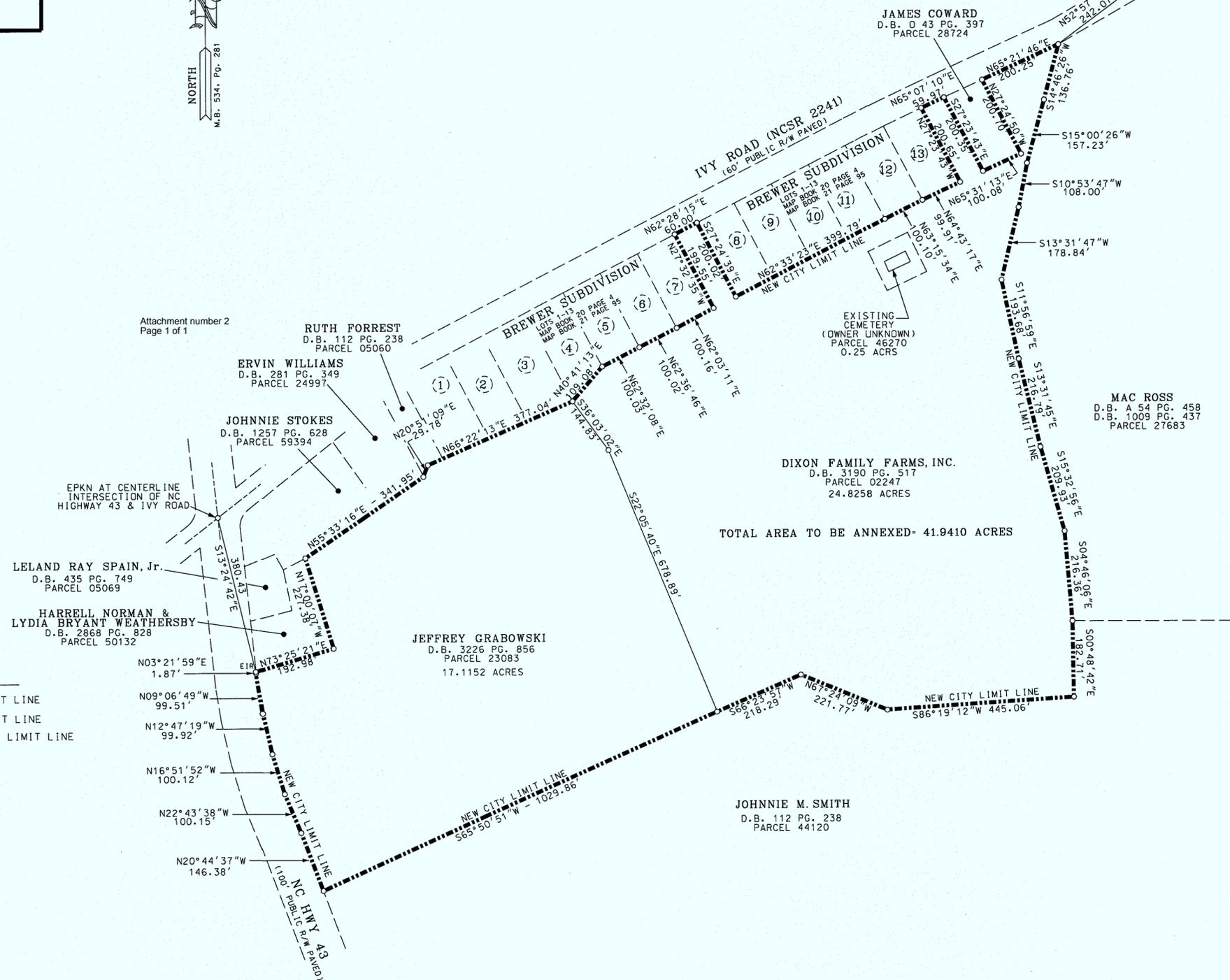


VICINITY MAP
SCALE: 1"=1000'

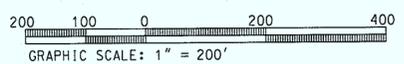


NAME - ERM P IWS 03
PID - 24902Z
EPK NAIL IN CENTERLINE OF
IVY ROAD & INDIAN CREEK
SWAMP CANAL OVER CULVERT
N= 647353.13' (NAD83 2007)
E= 2502288.94
Z= 50.73 (NAVD88)

Attachment number 2
Page 1 of 1



LEGEND:
 - - - - - NEW CITY LIMIT LINE
 - - - - - OLD CITY LIMIT LINE
 - - - - - EXISTING CITY LIMIT LINE



PARCEL NUMBERS 23083, 02247 AND 46270
 REFERENCE: BEING THE PROPERTY RECORDED IN
 DEED BOOK 3226, PAGE 856 AND DEED BOOK 3190, PAGE 517
 OF THE PITT COUNTY REGISTRY

I, _____ CERTIFY THAT
 THIS MAP IS OF A SURVEY OF ANOTHER
 CATEGORY AND IS AN EXCEPTION TO
 THE DEFINITION OF A SUBDIVISION.

PROFESSIONAL LAND SURVEYOR

I, _____ CERTIFY THAT THIS
 MAP WAS DRAWN BY _____ UNDER
 MY SUPERVISION FROM AN ACTUAL SURVEY
 BY _____ THAT THE BOUNDARIES
 NOT SURVEYED ARE SHOWN AS BROKEN LINES
 PLOTTED FROM INFORMATION FOUND IN DEEDS
 AND MAPS REFERENCED HEREON.

WITNESS MY HAND AND SEAL THIS _____
 DAY OF _____, 20____.

SIGNED _____
 PROFESSIONAL LAND SURVEYOR L-_____

NORTH CAROLINA, _____ COUNTY
 I, _____, NOTARY
 PUBLIC OF THE COUNTY AND STATE
 AFORESAID, CERTIFY THAT _____
 _____, A PROFESSIONAL LAND
 SURVEYOR, PERSONALLY APPEARED BEFORE
 ME THIS DAY AN ACKNOWLEDGED THE
 EXECUTION OF THE FOREGOING INSTRUMENT.
 WITNESS MY HAND AND OFFICIAL STAMP OR
 SEAL THIS THE _____ DAY OF _____, 20____.

NOTARY PUBLIC _____
 MY COMMISSION EXPIRES _____

DIXON FAMILY FARMS, INC AND JEFFERY GRABOWSKI CHICOD TWSP., PITT COUNTY, NORTH CAROLINA	
OWNER: DIXON FAMILY FARMS, INC. 3753 MILLS ROAD GREENVILLE, NC 27858 252-341-7328	JEFFERY GRABOWSKI 5845 NC 43 S GREENVILLE, NC 27858 252-327-1172
STROUD ENGINEERING, P.A. LICENSE NO. C-0647 107-B COMMERCE ST. GREENVILLE, NC 27858 (252) 756-9352	SURVEYED: JH APPROVED: LES DRAWN: DM DATE: 6/30/15 CHECKED: LES SCALE: 1" = 200' Item # 3

MAP NO.	MAPS RECORDED	BOOK	PAGE

MAP SHOWING AREA ANNEXED BY
THE CITY OF GREENVILLE
 DATE _____ ORDINANCE NO. _____ AREA 41.9410 ACRES



City of Greenville, North Carolina

Meeting Date: 4/14/2016
Time: 6:00 PM

Title of Item: Ordinance requested by Brandon Mitchell to rezone 1.4953 acres located along the southern right-of-way of Thomas Langston Road and 250+/- feet west of Sterling Pointe Drive from RA20 (Residential-Agricultural) to CG (General Commercial)

Explanation: **Abstract:** The City has received a request from Brandon Mitchell to rezone 1.4953 acres located along the southern right-of-way of Thomas Langston Road and 250+/- feet west of Sterling Pointe Drive from RA20 (Residential-Agricultural) to CG (General Commercial).

Required Notices:

Planning and Zoning meeting notice (property owner and adjoining property owner letter) mailed on March 1, 2016.

On-site sign(s) posted on March 1, 2016

City Council public hearing notice (property owner and adjoining property owner letter) mailed on March 22, 2016.

Public hearing legal advertisement published on April 4 and April 11, 2016.

Comprehensive Plan:

The subject area is located in Vision Area E.

The Future Land Use Plan Map recommends commercial (C) at the southwestern corner of the intersection of South Memorial Drive and Thomas Langston Road transitioning to office/institutional/multi-family (OIMF) to the south and west.

The Comprehensive Plan states: "Office/Institutional/Multi-family land uses should be developed along transportation thoroughfares to provide transition between commercial nodes and to preserve vehicle carrying capacity. Office/Institutional/Multi-family development should be used as a buffer between light industrial and commercial development and adjacent lower density residential land uses."

Thomas Langston Road is designated as a residential corridor. Along residential corridors, office, service, and retail activities should be specifically restricted to the associated focus area, and linear expansion outside of the focus area should be prohibited.

There is a designated intermediate focus area at the southwestern corner of the intersection of South Memorial Drive and Thomas Langston Road. These nodes typically contain 50,000-150,000 square feet of conditioned floor space.

Thoroughfare/Traffic Report Summary (PWD-Engineering Division):

Based on possible use permitted by the requested rezoning, the proposed rezoning classification could generate 434 trips to and from the site on Thomas Langston Road, which is a net increase of 386 additional trips per day.

During the review process, measures to mitigate traffic impacts will be determined.

History/Background:

In 1972, the property was incorporated into the City's extra-territorial jurisdiction (ETJ) and was zoned RA20 (Residential-Agricultural).

Present Land Use:

One (1) single-family residence with associated outbuildings

Water/Sewer:

Water and sanitary sewer are available to the subject property.

Historic Sites:

There are no known effects on designated sites.

Environmental Conditions/Constraints:

There are no known effects on the subject property.

Surrounding Land Uses and Zoning:

North: CG - Vacant
South: OR - Vancroft Townhomes
East: CG - New River Pottery Shopping Center
West: OR - Vancroft Townhomes

Density Estimates:

Under the current zoning (RA20), staff would anticipate the site to yield no more

than five (5) single-family lots.

Under the proposed zoning (CG), the site is anticipated to accommodate 9,800+/- square feet of retail space.

The anticipated build-out is within one (1) year.

Fiscal Note: No cost to the City.

Recommendation: In staff's opinion, the request is in general compliance with Horizons: Greenville's Community Plan and the Future Land Use Plan Map.

"In general compliance with the comprehensive plan" should be construed as meaning the requested zoning is recognized as being in a transition area and that the requested zoning (i) is currently contiguous, or is reasonably anticipated to be contiguous in the future, to specifically recommended and desirable zoning of like type, character or compatibility, (ii) is complementary with objectives specifically recommended in the Horizons Plan (or addendum to the plan), (iii) is not anticipated to create or have an unacceptable impact on adjacent area properties or travel ways, and (iv) preserves the desired urban form. It is recognized that in the absence of more detailed plans, subjective decisions must be made concerning the scale, dimension, configuration, and location of the requested zoning in the particular case. Staff is not recommending approval of the requested zoning; however, staff does not have any specific objection to the requested zoning.

The Planning and Zoning Commission voted to approve the request at its March 15, 2016 meeting.

If the City Council determines to approve the zoning map amendment, a motion to adopt the attached zoning map amendment ordinance will accomplish this. The ordinance includes the statutorily required statement describing whether the action taken is consistent with the comprehensive plan and explaining why Council considers the action taken to be reasonable and in the public interest.

If City Council determines to deny the zoning map amendment, in order to comply with this statutory requirement, it is recommended that the motion be as follows:

Motion to deny the request to rezone and to make a finding and determination that the rezoning request is inconsistent with the adopted comprehensive plan including, but not limited to, Objective 17 to prohibit "strip development" along collector and thoroughfare streets and Objective UF 20 to concentrate higher intensity uses in employment and focus areas, and further that the denial of the rezoning request is reasonable and in the public interest due to the rezoning request does not promote, in addition to the furtherance of other goals and objectives, the safety and general welfare of the community by concentrating higher intensive uses in focus areas which helps to preserve the carrying capacity

of streets.

Note: In addition to the other criteria, the Planning and Zoning Commission and City Council shall consider the entire range of permitted and special uses for the existing and proposed zoning districts as listed under Title 9, Chapter 4, Article D of the Greenville City Code.

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

Attachments / click to download

- [Attachments](#)
 - [Ordinance Brandon Mitchell 1024712](#)
 - [Minutes Brandon Mitchell 1024316](#)
 - [List of Uses RA20 to CG 996558](#)
-

ORDINANCE NO. 16-
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENVILLE
REZONING TERRITORY LOCATED WITHIN THE PLANNING AND ZONING
JURISDICTION OF THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, the City Council of the City of Greenville, North Carolina, in accordance with Article 19, Chapter 160A, of the General Statutes of North Carolina, caused a public notice to be given and published once a week for two successive weeks in The Daily Reflector setting forth that the City Council would, on the 14th day of April, 2016, at 6:00 p.m., in the Council Chambers of City Hall in the City of Greenville, NC, conduct a public hearing on the adoption of an ordinance rezoning the following described territory;

WHEREAS, the City Council has been informed of and has considered all of the permitted and special uses of the districts under consideration;

WHEREAS, in accordance with the provisions of North Carolina General Statute 160A-383, the City Council does hereby find and determine that the adoption of the ordinance zoning the following described property is consistent with the adopted comprehensive plan and other officially adopted plans that are applicable and that the adoption of the ordinance zoning the following described property is reasonable and in the public interest due to its consistency with the comprehensive plan and other officially adopted plans that are applicable and, as a result, its furtherance of the goals and objectives of the comprehensive plan and other officially adopted plans that are applicable;

WHEREAS, as a further description as to why the action taken is consistent with the comprehensive plan and other officially adopted plans that are applicable in compliance with the provisions of North Carolina General Statute 160A-383, the City Council of the City of Greenville does hereby find and determine that the adoption of this ordinance is consistent with provisions of the comprehensive plan including, but not limited to, Objective UF17 to prohibit “strip development” along collector and thoroughfare streets and Objective UF20 to concentrate higher intensive uses in employment and focus areas; and

WHEREAS, as a further explanation as to why the action taken is reasonable and in the public interest in compliance with the provisions of North Carolina General Statute 160A-383, the City Council of the City of Greenville does hereby find and determine that the adoption of this ordinance will, in addition to the furtherance of other goals and objectives, promote the safety and general welfare of the community by concentrating higher intensive uses in focus areas which helps to preserve the carrying capacity of streets; and

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

Section 1. That the following described territory is rezoned from RA20 (Residential-Agricultural) to CG (General Commercial).

TO WIT: New River Mulch, LLC Property

LOCATION: Located along the southern right-of-way of Thomas Langston Road and 250+/- feet west of Sterling Pointe Drive.

DESCRIPTION: Being that certain tract or parcel of land lying and being situate in Winterville Township, Pitt County, North Carolina and being bounded on the north by NCSR 1134 (Thomas Langston Road), on the east by the property of Mitchell Family, LLC and on the south and west by the common area of Vancroft Townhomes Homeowners Association, Inc. and being more particularly described as follows:

BEGINNING at a point on the south right of way of NCSR 1134 (Thomas Langston Road) at the northwest corner of the property of Mitchell Family, LLC as described in Deed Book 2324, Page 583 of the Pitt County Registry; said beginning point being located 236.69 feet westerly along the south right of way of NCSR 1134 from the southwest corner of the intersection of the rights of way of NCSR 1134 and Sterling Pointe Drive; thence from said beginning point so established along and with the western line of the aforementioned Mitchell Family, LLC property the following courses and distances: S 31°08'32"W 84.89 feet to a point, S 27°30'00"W 158.50 feet to a point and S 32°00'00"W 125.00 feet to a point on the east line of the common area property of Vancroft Townhomes Homeowners Association, Inc. as described in Deed Book 2652, Page 650 of the Pitt County Registry; thence with the boundary of said common area the following courses and distances: N 73°00'00" 135.00 feet to a point, N 18°00'00"E 253.24 feet to a point, N 66°30'45"W 24.04 feet to a point and N 16°11'18"E 103.00 feet to a point on the south right of way on NCSR 1134; thence with the south right of way of NCSR 1134 S 73°00'00"E 237.90 feet to the POINT OF BEGINNING containing 1.4953 acres and further being that property described in Deed Book B 44, Page 360 and Deed Book K 50, Page 677 of the Pitt County Registry. This description was prepared utilizing the above referenced deeds.

Section 2. That the Director of Community Development is directed to amend the zoning map of the City of Greenville in accordance with this ordinance.

Section 3. That all ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed.

Section 4. That this ordinance shall become effective upon its adoption.

ADOPTED this 14th day of April, 2016.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

Doc. # 1024712

Excerpt from the DRAFT Planning & Zoning Commission Minutes (03/15/2016)

ORDINANCE REQUESTED BY BRANDON MITCHELL TO REZONE 1.4953 ACRES LOCATED ALONG THE SOUTHERN RIGHT-OF-WAY OF THOMAS LANGSTON ROAD AND 250+/- FEET WEST OF STERLING POINTE DRIVE FROM RA20 (RESIDENTIAL-AGRICULTURAL) TO CG (GENERAL COMMERCIAL) - APPROVED

Ms. Gooby, Planner, advised the Commission that two letters were received concerning the request and had been distributed prior to the meeting. One letter was from the representative of the applicant and one letter was from an adjacent property owner. She delineated the property. It is located along Thomas Langston Road adjacent to New Rover Pottery and Vancroft Townhomes. Currently, there is a single-family residence on the property. There is an intermediate focus area located at the southwest corner of the intersection of Memorial Drive and Thomas Langston Road which is where commercial is anticipated. This rezoning could generate an increase of 386 trips per day. The property is currently zoned RA20 and is located between OR and CG zoning. Under the requested CG zoning, the property could accommodate 9,800+/- square feet of commercial/retail space. The Future Land Use Plan Map recommends commercial at the southwest corner of the intersection of Memorial Drive and Thomas Langston Road transitioning to office/institutional/multi-family to the west and south. The Future Land Use Plan Map is not dimensionally or site specific. The property is located at a transition area. In staff's opinion, the request is in general compliance with Horizons: Greenville's Community Plan and the Future Land Use Plan Map. The property is adjacent to similar zoning and the area properties have a similar zoning pattern already in place. This zoning pattern is in keeping with the Horizons Plan in that OR zoning is a buffer to commercial zoning. This request preserves the desired urban form. General compliance means that staff is not recommending approval but has no specific objection.

Mr. King stated that the transition of commercial to office/institutional/multi-family is to the south and west on the Future Land Use Plan. This request is away from the major intersection and he believes the commercial zoning is not suitable. He asked for further clarification since it appears the request is too close to the multi-family zoning in the area.

Ms. Gooby stated the property adjacent to the subject site is zoned commercial. The Future Land Use Plan is not dimensional or site specific. The request is in a transition area and by rezoning it to commercial it would have similar zoning as the general area.

Mr. King stated it recommends office/institutional/multi-family.

Ms. Gooby stated that staff's recommendation is the request is in general compliance, which means staff neither recommends approval or denial. The request is only 1.5 acres.

Chairman Parker opened the public hearing.

Mr. Steve Spruill, representative of the applicant, spoke in favor of the request. He stated that they looked into the property value concern that was raised by a letter of opposition. Many of the townhome properties are already adjacent to commercial zoning. Those properties were compared to the tax value of the homes adjacent to the request and the values are identical.

Another concern was safety and security. The intended use would alleviate any of those concerns. The applicant's intention is a low key use and not to be open at night. His belief on the intended use would only have an average of 70 trips a day compared to the traffic report provided by staff that said 386 trips.

Mr. King stated that they need to consider all uses in the commercial zoning and not just the applicant's intended use.

Ms. Leech asked about buffers for the property.

Attorney Holec stated that any representation of what they may do over and beyond what the ordinance requires cannot be relied upon.

Ms. Gooby stated that buffer requirements are provided on the Bufferyard Setback and Vegetation Screening Chart in the Commission's packet.

Mr. Brandon Mitchell, applicant, spoke in favor of the request. His intent is retail and not anything offensive. He wants to be a good neighbor.

Mr. Rick Mitchell, adjoining property owner, spoke in favor of the request.

No one spoke in opposition of the request.

Chairman Parker closed the public hearing and opened for board discussion.

Mr. Schrade stated that the zoning is not an exact science. The request is already bordered by commercial.

Mr. King stated that the scope of use includes a liquor store or laundrette and other uses that are not compliant with the neighborhood.

Mr. Schrade stated the adjoining properties are already adjacent to commercial and the concern of the scope of use already exists.

Mr. Collins asked how the County calculates the tax values for these properties.

Attorney Holec stated the County is statutorily required to value property at its fair market value.

Chairman Parker stated that New River Pottery has been there for some time.

Ms. Leech stated that there does not seem to be a lot of space for buffers.

Ms. Gooby stated that like uses do not require buffers but there could be minor screening.

Chairman Parker asked if a site and vegetation plan is required before a build-out.

Ms. Gooby stated yes.

Motion made by Mr. Schrade, seconded by Mr. Mills, to recommend approval of the proposed amendment to advise that it is consistent with the Comprehensive Plan and other applicable plans and to adopt the staff report which addresses plan consistency and other matters. In favor: Schrade, Mills, Herring, Bellis. Opposed: Collins, Reid, King, Leech. Voting was tied. Chairman Parker broke the tie in favor of the motion. Motion carried.

EXISTING ZONING

RA20 (Residential-Agricultural)

Permitted Uses

(1) General:

- a. Accessory use or building
- c. On-premise signs per Article N

(2) Residential:

- a. Single-family dwelling
- f. Residential cluster development per Article M
- k. Family care home (see also section 9-4-103)
- q. Room renting

*(3) Home Occupations (see all categories):*None*

(4) Governmental:

- b. City of Greenville municipal government building or use (see also section 9-4-103)

(5) Agricultural/ Mining:

- a. Farming; agriculture, horticulture, forestry (see also section 9-4-103)
- c. Wayside market for farm products produced on site
- e. Kennel (see also section 9-4-103)
- f. Stable; horse only (see also section 9-4-103)
- g. Stable; per definition (see also section 9-4-103)
- h. Animal boarding not otherwise listed; outside facility, as an accessory or principal use

(6) Recreational/ Entertainment:

- f. Public park or recreational facility
- g. Private noncommercial park or recreational facility

(7) Office/ Financial/ Medical: None*

(8) Services:

- o. Church or place of worship (see also section 9-4-103)

(9) Repair: None*

(10) Retail Trade: None*

(11) Wholesale/ Rental/ Vehicle- Mobile Home Trade: None*

(12) Construction:

- c. Construction office; temporary, including modular office (see also section 9-4-103)

(13) Transportation: None*

*(14) Manufacturing/ Warehousing: * None*

(15) Other Activities (not otherwise listed - all categories): None*

RA20 (Residential-Agricultural)

Special Uses

(1) General: None*

(2) Residential:

- b. Two-family attached dwelling (duplex)
- g. Mobile Home
- n. Retirement center or home

o. Nursing, convalescent center or maternity home; major care facility

(3) *Home Occupations (see all categories):*

- a. Home occupation; including barber and beauty shops
- c. Home occupation; including manicure, pedicure or facial salon

(4) *Governmental:*

- a. Public utility building or use

(5) *Agricultural/ Mining:*

- b. Greenhouse or plant nursery; including accessory sales

(6) *Recreational/ Entertainment:*

- a. Golf course; regulation
- c.(1). Tennis club; indoor and outdoor facilities

(7) *Office/ Financial/ Medical: * None*

(8) *Services:*

- a. Child day care facilities
- b. Adult day care facilities
- d. Cemetery
- g. School; junior and senior high (see also section 9-4-103)
- h. School; elementary (see also section 9-4-103)
- i. School; kindergarten or nursery (see also section 9-4-103)

(9) *Repair: * None*

(10) *Retail Trade: * None*

(11) *Wholesale/ Rental/ Vehicle- Mobile Home Trade: * None*

(12) *Construction: * None*

(13) *Transportation: * None*

(14) *Manufacturing/ Warehousing: * None*

(15) *Other Activities (not otherwise listed - all categories): * None*

PROPOSED ZONING

CG (General Commercial)

Permitted Uses

(1) *General:*

- a. Accessory use or building
- b. Internal service facilities
- c. On-premise signs per Article N
- e. Temporary uses; of listed district uses
- f. Retail sales; incidental
- g. Incidental assembly of products sold at retail or wholesale as an accessory to principle use

(2) *Residential: * None*

(3) *Home Occupations (see all categories): *None*

(4) *Governmental:*

- b. City of Greenville municipal government building or use. (See also section 9-4-103)
- c. County or state government building or use not otherwise listed; excluding outside storage and major or minor repair
- d. Federal government building or use

g. Liquor store, state ABC

(5) Agricultural/ Mining:

a. Farming; agriculture, horticulture, forestry (see also section 9-4-103)

(6) Recreational/ Entertainment:

f. Public park or recreational facility

h. Commercial recreation; indoor only, not otherwise listed

j. Bowling alleys

n. Theater; movie or drama, indoor only

q. Circus, carnival or fair, temporary only (see also section 9-4-103)

s. Athletic Club; indoor only

(7) Office/ Financial/ Medical:

a. Office; professional and business, not otherwise listed

b. Operation/processing center

d. Bank, savings and loan or other savings or investment institutions

e. Medical, dental, ophthalmology or similar clinic, not otherwise listed

g. Catalogue processing center

(8) Services:

c. Funeral home

e. Barber or beauty shop

f. Manicure, pedicure, or facial salon

k. Business or trade school

o. Church or place of worship (see also section 9-4-103)

q. Museum

r. Art Gallery

s. Hotel, motel, bed and breakfast inn; limited stay lodging (see also residential quarters for resident manager, supervisor or caretaker and section 9-4-103)

u. Art studio including art and supply sales

v. Photography studio including photo and supply sales

y.(1) Television and/or radio broadcast facilities including receiving and transmission equipment and towers not exceeding 200 feet in height or cellular telephone and wireless communication towers not exceeding 200 feet in height (see also section 9-4-103)

z. Printing or publishing service including graphic art, map, newspapers, magazines and books

aa. Catering service including food preparation (see also restaurant; conventional and fast food)

hh. Exercise and weight loss studio; indoor only

kk. Launderette; household users

ll. Dry cleaners; household users

oo. Clothes alteration or shoe repair shop

pp. Automobile wash

(9) Repair:

g. Jewelry, watch, eyewear or other personal item repair

(10) Retail Trade:

a. Miscellaneous retail sales; non-durable goods, not otherwise listed

c. Grocery; food or beverage, off premise consumption (see also Wine Shop)

c.1 Wine shop (see also section 9-4-103)

d. Pharmacy

e. Convenience store (see also gasoline sales)

f. Office and school supply, equipment sales

g. Fish market; excluding processing or packing

h. Restaurant; conventional

i. Restaurant; fast food

k. Medical supply sales and rental of medically related products

l. Electric; stereo, radio, computer, television, etc. sales and accessory repair

m. Appliance; household use, sales and accessory repair, excluding outside storage

p. Furniture and home furnishing sales not otherwise listed

q. Floor covering, carpet and wall covering sales

r. Antique sales; excluding vehicles

s. Book or card store, news stand

- t. Hobby or craft shop
- u. Pet shop (see also animal boarding; outside facility)
- v. Video or music store; records, tape, compact disk, etc. sales
- w. Florist
- x. Sporting goods sales and rental shop
- y. Auto part sales (see also major and minor repair)
- aa. Pawnbroker
- bb. Lawn and garden supply and household implement sales and accessory sales
- ee. Christmas tree sales lot; temporary only (see also section 9-4-103)

(11) Wholesale/ Rental/ Vehicle- Mobile Home Trade:

- b. Rental of home furniture, appliances or electronics and medically related products (see also (10)k.)
- c. Rental of cloths and accessories; formal wear, etc.

(12) Construction:

- c. Construction office; temporary, including modular office (see also section 9-4-103)
- e. Building supply; lumber and materials sales, plumbing and/or electrical supply excluding outside storage
- f. Hardware store

(13) Transportation:

- c. Taxi or limousine service
- h. Parking lot or structure; principal use

*(14) Manufacturing/ Warehousing: * None*

(15) Other Activities (not otherwise listed - all categories): None*

CG (General Commercial)
Special Uses

*(1) General: * None*

(2) Residential:

- i. Residential quarters for resident manager, supervisor or caretaker; excluding mobile home

(3) Home Occupations (see all categories): None*

(4) Governmental:

- a. Public utility building or use

(5) Agricultural/ Mining: None*

(6) Recreational/ Entertainment:

- d. Game center
- l. Billiard parlor or pool hall
- m. Public or private club
- t. Athletic club; indoor and outdoor facilities

(7) Office/ Financial/ Medical:

- c. Office; customer services, not otherwise listed, including accessory service delivery vehicle parking and indoor storage
- f. Veterinary clinic or animal hospital (see also animal boarding; outside facility, kennel and stable)

(8) Services:

- a. Child day care facilities
- b. Adult day care facilities
- l. Convention center; private

(9) Repair:

- a. Major repair; as an accessory or principal use
- b. Minor repair; as an accessory or principal use

(10) Retail Trade:

- b. Gasoline or automotive fuel sales; accessory or principal use, retail
- j. Restaurant; regulated outdoor activities
- n. Appliances; commercial use, sales and accessory repair, excluding outside storage

(11) Wholesale/ Rental/ Vehicle- Mobile Home Trade:

- d. Rental of automobiles, noncommercial trucks or trailers, recreational vehicles, motorcycles and boats
- f. Automobile, truck, recreational vehicle, motorcycle and boat sales and service (see also major and minor repair)

*(12) Construction:** None

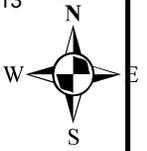
*(13) Transportation:** None

(14) Manufacturing/ Warehousing:

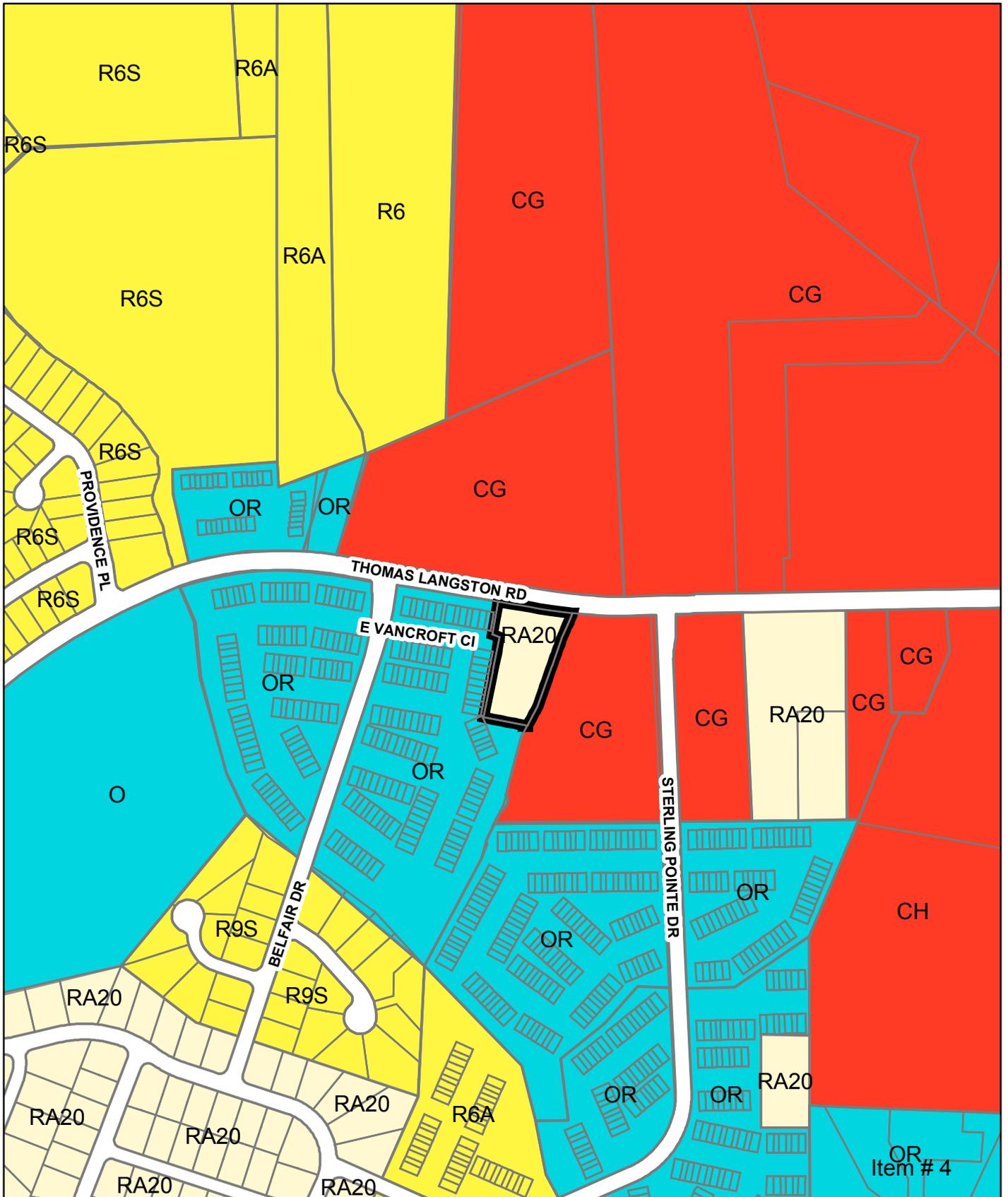
- k. Mini-storage warehouse, household; excluding outside storage

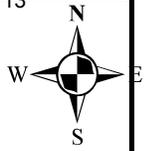
(15) Other Activities (not otherwise listed - all categories):

- a. Other activities; personal services not otherwise listed
- b. Other activities; professional activities not otherwise listed
- c. Other activities; commercial services not otherwise listed
- d. Other activities; retail sales not otherwise listed



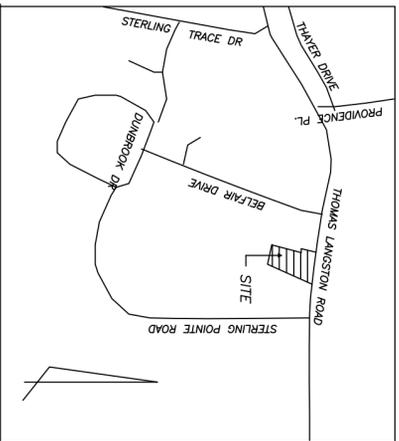
Brandon Mitchell
From: RA20 (Residential-Agricultural)
To: CG (General Commercial)
1.4953 acres
March 1, 2016





Brandon Mitchell
From: RA20 (Residential-Agricultural)
To: CG (General Commercial)
1.4953 acres
March 1, 2016





SITE DATA
 PARCEL No. 31204
 AREA OF PARCEL 1.4953 AC.
 CURRENT ZONING RA 20
 PROPOSED ZONING CG

NOTES
 - THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA PER FEMA FLOOD INSURANCE RATE MAP 3720467600K, DATED JULY 7, 2014

OWNER
 JANICE R. LITTLE
 1111 THOMAS LANGSTON ROAD
 WINTERVILLE, NC 28590

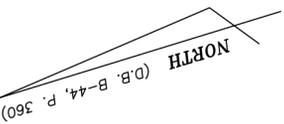
APPLICANT/BUYER
 BRANDON L. MITCHELL
 820 VAN GERT DR.
 WINTERVILLE, NC 28590

REZONING PLAT FOR
BRANDON MITCHELL

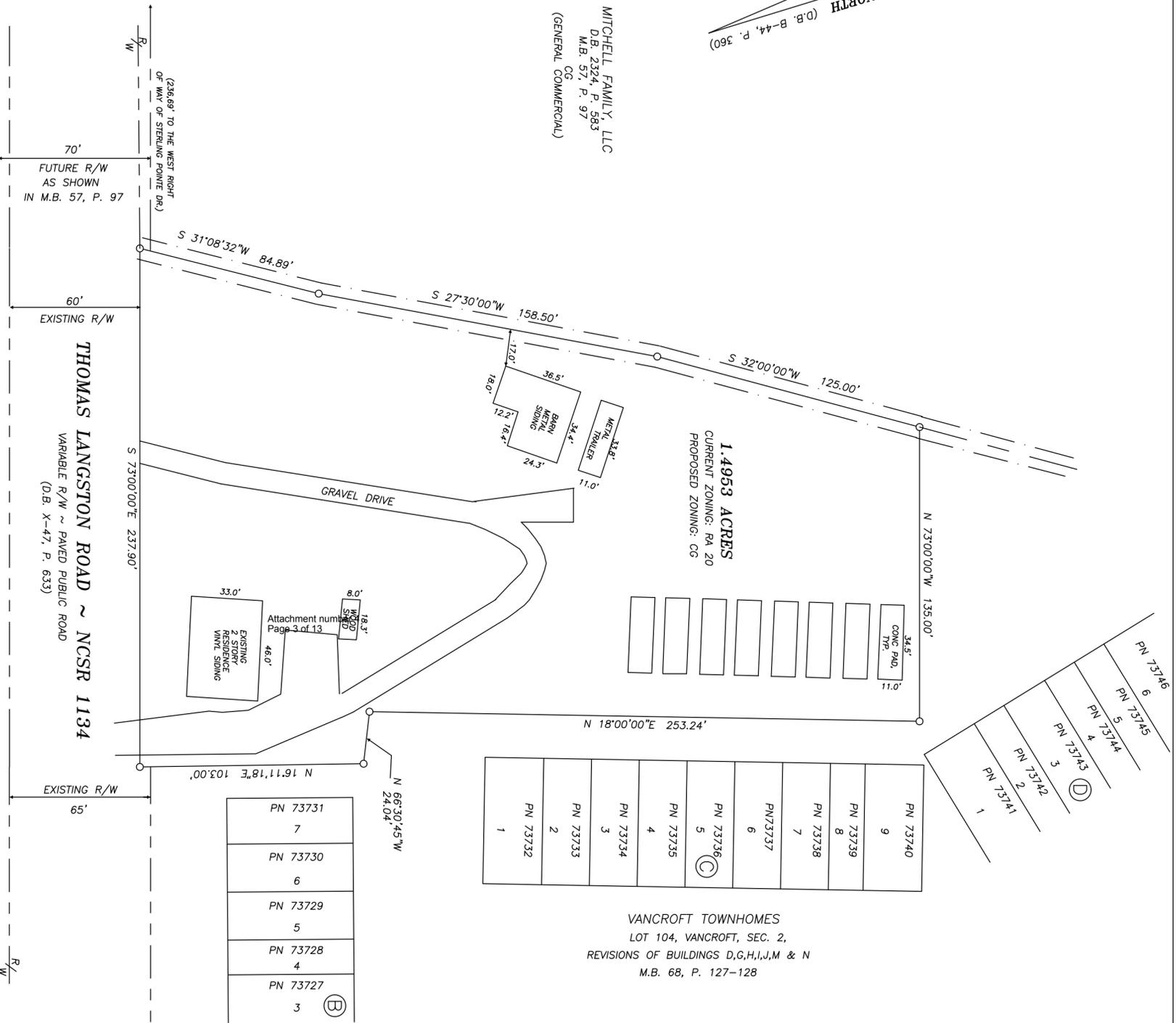
DEED BOOK B 44, P. 360
 DEED BOOK K 50, PAGE 677
 WINTERVILLE TOWNSHIP ~ PITT COUNTY
 NORTH CAROLINA

DATE: FEBRUARY 9, 2016 SCALE: 1" = 40'

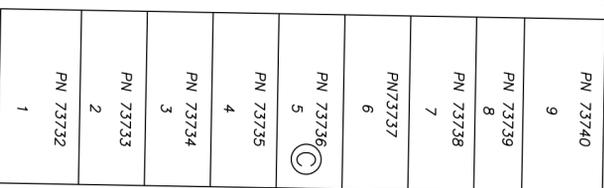
REVISED ACREAGE: MARCH 3, 2016



MITCHELL FAMILY, LLC
 D.B. 2324, P. 583
 M.B. 57, P. 97
 (GENERAL COMMERCIAL)



1.4953 ACRES
 CURRENT ZONING: RA 20
 PROPOSED ZONING: CG



VANCROFT TOWNHOMES
 LOT 104, VANCROFT, SEC. 2,
 REVISIONS OF BUILDINGS D,G,H,I,J,M & N
 M.B. 68, P. 127-128

PARCEL No.	OWNER
73727	CAROL L. LOCKE
73728	W.G. POLLARD
73729	MARK T. RITENOUR
73730	SAMMER MUDAWAR
73731	TONICA A. BRIMAGE
73732	TANYA GHOSHHEH
73733	ERIKA CASSIS
73734	FIROZALI S. MALIK
73735	ZARINA F. MALIK
73736	MEGAN SUTTON
73737	MICHAEL W. SUTTON
73738	SERGIO ABRIGO
73739	WESLEY SEELEY
73740	JANET SEELEY
73741	TAMIKA D. RANDOLPH
73742	LARRY RANDOLPH
73743	NAKITA Y. WHIGHARD
73744	RONALD D. KELLY
73745	JESSICA N. KELLY
73746	SHARON A. GRICE
	LAVETTA S. PITTMAN
	MICHAEL J. HUESTIS
	CASSANDRA K. HAWKINS
	JIMMY E. HAWKINS, JR
	ANA H. FERMIN
	JUDY J. ADKINS
	SHAWN IRISH

(ALL PARCELS ARE ZONED OR)

VANCROFT TOWNHOMES
 HOMEOWNERS ASSOCIATION, INC
 (COMMON AREA)
 D.B. 2652, P. 650
 M.B. 68, P. 127
 OR
 (OFFICE - RESIDENTIAL)

LEGEND
 ○ EXISTING PROPERTY CORNER
 ◯ RIGHT OF WAY
 PN PARCEL NUMBER

WARD HOLDINGS, LLC
 D.B. 1051, P. 826
 M.B. 27, P. 162
 PN 16475
 (GENERAL COMMERCIAL)

THIS DOCUMENT ORIGINALLY ISSUED AND SEALED BY STEPHEN N. SPRULL, L-2723, ON MARCH 3, 2016. THIS ELECTRONIC DOCUMENT SHALL NOT BE CONSIDERED A CERTIFIED DOCUMENT. SEE THE ORIGINAL DOCUMENT FOR SEAL AND SIGNATURE.

I CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM INFORMATION FOUND IN DEEDS REFERENCED IN THE TITLE BLOCK. THAT ALL BOUNDARIES WERE CALCULATED FROM SAID DEEDS AND HAVE NOT BEEN FIELD SURVEYED. THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600). THIS IS DAY MARCH 3, 2016

STEPHEN N. SPRULL, PLS

L-2723

Sprull & Associates Inc.
 2747 East Tenth Street
 Greenville, North Carolina 27668
 (252) 757-1200



Firm No. C-978

Case No: 16-05

Applicant: Brandon L. Miller

Property Information

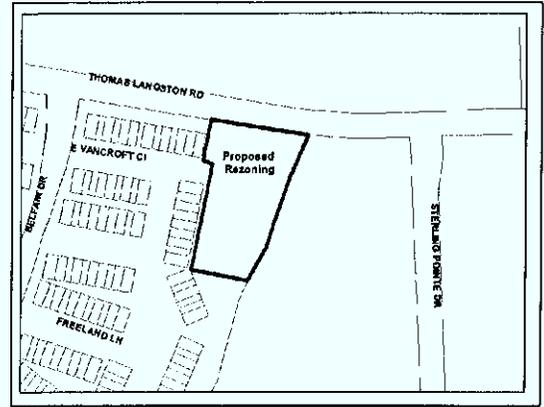
Current Zoning: RA20 (Residential-Agricultural)

Proposed Zoning: CG (General Commercial)

Current Acreage: 1.49 acres

Location: South side of Thomas Langston Rd, west of Sterling Pointe Rd

Points of Access: Thomas Langston Rd



Location Map

Transportation Background Information

1.) Thomas Langston Rd- State maintained

	<u>Existing Street Section</u>	<u>Ultimate Thoroughfare Street Section</u>
Description/cross section	2-lanes, paved shoulders	3-lanes, curb & gutter
Right of way width (ft)	60	70
Speed Limit (mph)	45	no change
Current ADT:	13,000 (*)	Ultimate Design ADT: 16,000 vehicles/day (**)
Design ADT:	14,600 vehicles/day (**)	
Controlled Access	No	
Thoroughfare Plan Status:	Major Thoroughfare	

Other Information: There are no sidewalks along Thomas Langston Rd that service this property.

- Notes:**
- (*) 2012 City count adjusted for a 2% annual growth rate
 - (**) Traffic volume based on an operating Level of Service D for existing geometric conditions
- ADT – Average Daily Traffic volume

Transportation Improvement Program Status: No planned improvements.

Trips generated by proposed use/change

Current Zoning: 48 -vehicle trips/day (*) **Proposed Zoning: 434** -vehicle trips/day (*)

Estimated Net Change: increase of 386 vehicle trips/day (assumes full-build out)

(* - These volumes are estimated and based on an average of the possible uses permitted by the current and proposed zoning.)

Impact on Existing Roads

The overall estimated trips presented above are distributed based on current traffic patterns. The estimated ADTs on Thomas Langston Rd are as follows:

1.) Thomas Langston Rd , West of Site (30%): **“No build” ADT of 13,000**

Estimated ADT with Proposed Zoning (full build) – 13,130
 Estimated ADT with Current Zoning (full build) – 13,014
Net ADT change = 116 (<1% increase)

2.) Thomas Langston Rd , East of Site (70%): "No build" ADT of 13,000

Estimated ADT with Proposed Zoning (full build) – 13,304

Estimated ADT with Current Zoning (full build) – 13,034

Net ADT change = 270 (2% increase)

Staff Findings/Recommendations

Based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 434 trips to and from the site on Thomas Langston Rd, which is a net increase of 386 additional trips per day.

During the review process, measures to mitigate the traffic will be determined.

04/30/07

BUFFERYARD SETBACK AND VEGETATION SCREENING CHART

For Illustrative Purposes Only

Bufferyard Requirements: Match proposed land use with adjacent permitted land use or adjacent vacant zone/nonconforming use to determine applicable bufferyard.

PROPOSED LAND USE CLASS (#)	ADJACENT PERMITTED LAND USE CLASS (#)					ADJACENT VACANT ZONE OR NONCONFORMING USE		PUBLIC/PRIVATE STREETS OR R.R.
	Single-Family Residential (1)	Multi-Family Residential (2)	Office/Institutional, light Commercial, Service (3)	Heavy Commercial, Light Industry (4)	Heavy Industrial (5)	Residential (1) - (2)	Non-Residential (3) - (5)	
Multi-Family Development (2)	C	B	B	B	B	C	B	A
Office/Institutional, Light Commercial, Service (3)	D	D	B	B	B	D	B	A
Heavy Commercial, Light Industry (4)	E	E	B	B	B	E	B	A
Heavy Industrial (5)	F	F	B	B	B	F	B	A

Bufferyard A (street yard)		
Lot Size	Width	For every 100 linear feet
Less than 25,000 sq.ft.	4'	2 large street trees
25,000 to 175,000 sq.ft.	6'	2 large street trees
Over 175,000 sq.ft.	10'	2 large street trees

Street trees may count toward the minimum acreage.

Bufferyard B (no screen required)	
Lot Size	Width
Less than 25,000 sq.ft.	4'
25,000 to 175,000 sq.ft.	6'
Over 175,000 sq.ft.	10'

Bufferyard C (screen required)	
Width	For every 100 linear feet
10'	3 large evergreen trees 4 small evergreens 16 evergreen shrubs

Where a fence or evergreen hedge (additional materials) is provided, the bufferyard width may be reduced to eight (8) feet.

Bufferyard D (screen required)	
Width	For every 100 linear feet
20'	4 large evergreen trees 6 small evergreens 16 evergreen shrubs

Bufferyard width may be reduced by fifty (50%) percent if a fence, evergreen hedge (additional material) or earth berm is provided.

Bufferyard E (screen required)	
Width	For every 100 linear feet
30'	6 large evergreen trees 8 small evergreens 26 evergreen shrubs

Bufferyard width may be reduced by fifty (50%) percent if a fence, evergreen hedge (additional material) or earth berm is provided.

Bufferyard F (screen required)	
Width	For every 100 linear feet
50'	8 large evergreen trees 10 small evergreens 36 evergreen shrubs

Bufferyard width may be reduced by fifty (50%) percent if a fence, evergreen hedge (additional material) or earth berm is provided.

Parking Area: Thirty (30) inch high screen required for all parking areas located within fifty (50) feet of a street right-of-way.

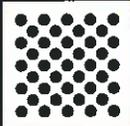
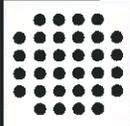
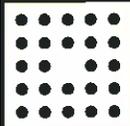
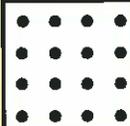
Residential Density		
Maximum density allowed by Zoning District based on average of 2.67 persons per dwelling unit		
High Density		
R6 R6-N R6-MH OR CDF	17 units per acre yields 45 persons per acre	
PUD	12 units per acre yields 32 persons per acre	
Medium Density		
R6-A	9 units per acre yields 24 persons per acre	
R6-S	7 units per acre yields 19 persons per acre	
R9	6 units per acre yields 16 persons per acre	
R9-S	5 units per acre yields 13 persons per acre	
Low Density		
RA-20 MRS	4 units per acre yields 11 persons per acre	
R15-S	3 units per acre yields 8 persons per acre	

Illustration: Maximum allowable density in Residential Zoning Districts

Firozali S. Malik

803 Lancelot Avenue, Mechanicsburg, PA 17055

March 10th, 2016

To: Chantae M. Gooby, Planner II
City of Greenville Community Development Planning Commission
PO Box 7207
Greenville, NC 27834-7207

Subject

Greenville, North Carolina Community Development Planning Division
Zoning request by Mr. Brandon Mitchell
for Parcel No. 31204 along Thomas Langston Road

Dear Ms. Gooby:

I am the home owner at 3809 E Vancroft Circle Unit – C2. Thank you for contacting me regarding the rezoning request by Mr. Brandon Mitchell for Parcel No. 31204 [1111 Thomas Langston Road] to change the current Residential/Agricultural (RA) to General Commercial use. The property in question runs along the back border of my property and is very close to many homes along E. Vancroft Circle. Therefore, I will be directly impacted by the rezoning request.

I am opposed to re-zoning Parcel No. 31204 from RA to General Commercial use for the following reasons:

- 1. Safety and Security: Depending upon the type of business, commercial real estate can increase crime, traffic, and violence in the area. For example, liquor stores can increase crime and alcohol-related criminal acts. Gas stations will increase traffic, cause air pollution, and the fumes are toxic to the lungs.**
- 2. Decline of residential property values: With an increase in commercial and business entities close to residential areas, property values of residences in the area will decline. As it is, there are already many commercial entities in the area.**

I am strongly opposed to this rezoning change. I have also contacted the Home Owners Association and told them about my concerns.

I do not want someone coming and putting any operation there that will affect the residences' safety, security as well as my property values. I want to keep our neighborhood safe and healthy all the time for ourselves and our families.

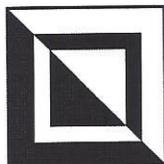
I cannot personally attend the meeting but this letter serves as my official petition against the rezoning request. Please do not hesitate to contact me if you have any questions.

Respectfully yours,

Firozali S. Malik [owner, 3809 E. Vancroft Circle Unit C2]

cc: Brooke Baker, HOA Manager, NCCP, Keystone Property Management, 308 SE Greenville Blvd.,

Suite: B-2, Greenville, NC 27836



Spruill and Associates Inc.

2747 East Tenth Street
Greenville, NC 27858

252-757-1200

March 15, 2016

Chantae Gooby
City of Greenville
P.O. Box 7207
Greenville, NC 27834

Re: Mitchell Re-zoning Request

Dear Chantae:

In response to the issue of property values raised in that letter to you from Vancroft Townhomes owner Mr. Malik, we have compared the value of those Vancroft homes located adjacent to the Mitchell site currently zoned RA 20 to those Vancroft homes located adjacent to Parcel 53472, which is currently zoned CG and used as a commercial shopping center. Our findings based on tax values, is that there is no difference in the value of similarly sized Vancroft townhomes regardless of whether they are located beside an existing residence or beside the existing shopping center. Please see the attached parcel value tabulation sheet and tax maps depicting the location of said parcels.

Mr. Malik also voiced concern over safety & security issues depending on the business. There is no intent to use the property for convenience store, liquor store or gas station use as referred to in Mr. Malik's letter. The intended use would not be open at night or on Sundays. The applicants family owns the adjoining commercial shopping center property (Parcel 53472), and we are not aware of any safety or security issues suffered by the Vancroft residents due to actions of the patrons of this adjoining commercial property.

We would also like to address the traffic volume estimate contained in the information package. We understand that this projected increase in vehicle trips/day of 386 is based on an average of possible permitted uses, but Mr. Mitchell estimates that his intended use will produce only 70 vehicle trips/day.

Very Truly Yours,

A handwritten signature in cursive script that reads "Stephen N. Spruill".

Stephen N. Spruill, PLS

cc: Brandon Mitchell

Item # 4

PARCEL NO.	TAX VALUE	SQUARE FEET	VALUE/S.F.
73728	\$65,885	1041	\$63.29
73729	\$71,966	1324	\$54.35
73730	\$71,966	1324	\$54.35
73731	\$65,885	1041	\$63.29

73732	\$71,966	1324	\$54.35
73733	\$71,966	1324	\$54.35
73734	\$71,966	1324	\$54.35
73735	\$71,966	1324	\$54.35
73736	\$71,966	1324	\$54.35
73737	\$71,966	1324	\$54.35
73738	\$71,966	1324	\$54.35
73739	\$65,885	1041	\$63.29
73740	\$71,966	1324	\$54.35

73741	\$71,966	1324	\$54.35
73742	\$65,885	1041	\$63.29
73743	\$71,966	1324	\$54.35
73744	\$65,885	1041	\$63.29
73745	\$65,885	1041	\$63.29
73746	\$71,966	1324	\$54.35

73747	\$71,966	1324	\$54.35
73748	\$65,885	1041	\$63.29
73749	\$71,966	1324	\$54.35
73750	\$65,885	1041	\$63.29
73751	\$71,966	1324	\$54.35
73752	\$71,966	1324	\$54.35
73753	\$71,966	1324	\$54.35

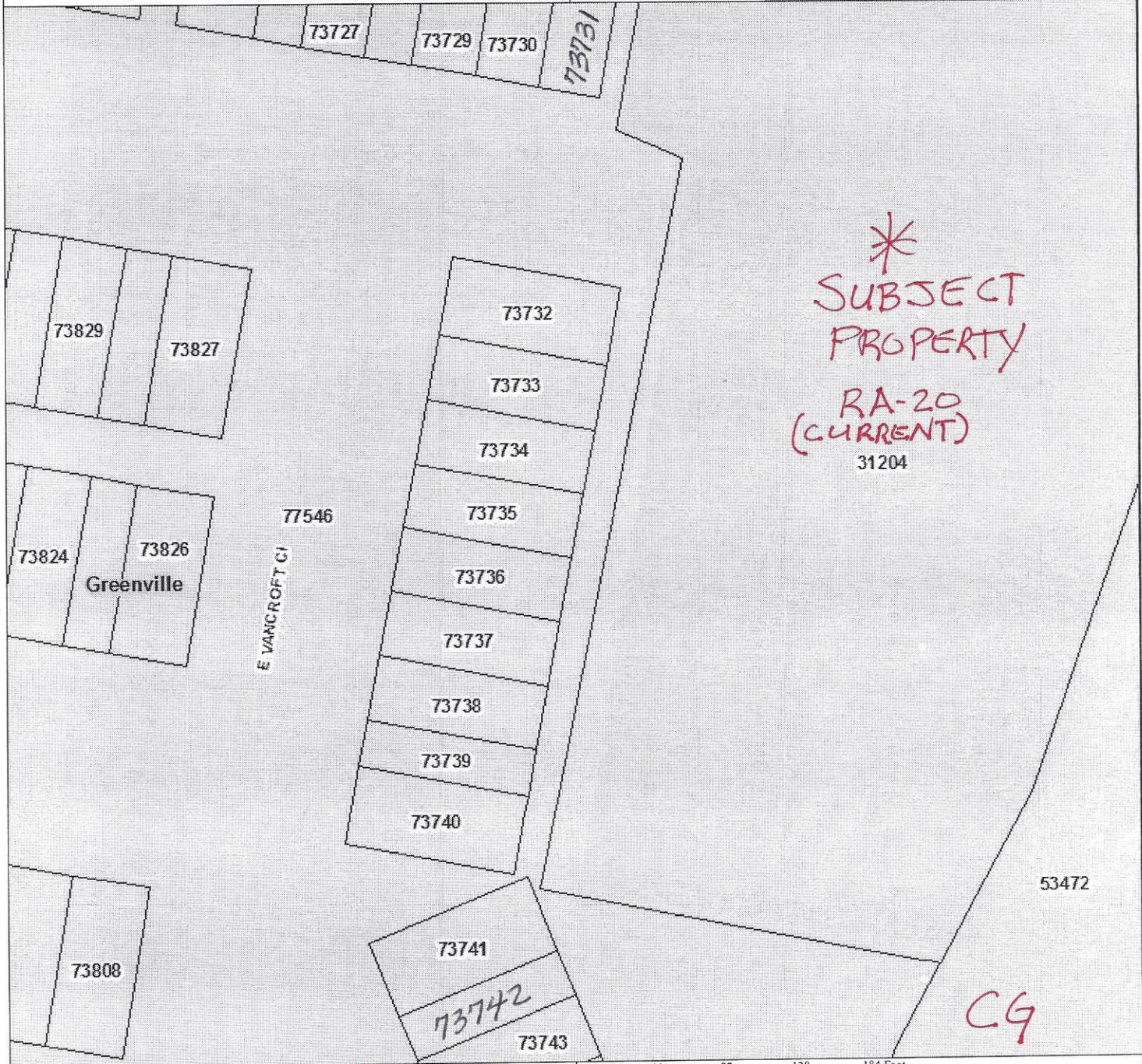
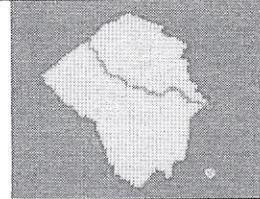


Pitt County Government

Greenville, North Carolina

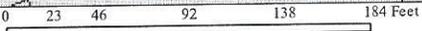


www.pittcountync.gov



Disclaimer: This tax record is prepared for the inventory of real property within Pitt County and is compiled from recorded deeds, plats, tax maps, surveys, and other public records. Users of this data are hereby notified that the aforementioned public primary information sources should be consulted for verification. Pitt County assumes no legal responsibility for the information contained herein.

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PLEASE NOTE:
Parcel ownership information updated nightly.
Map printed 3/15/2016.

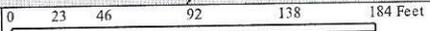
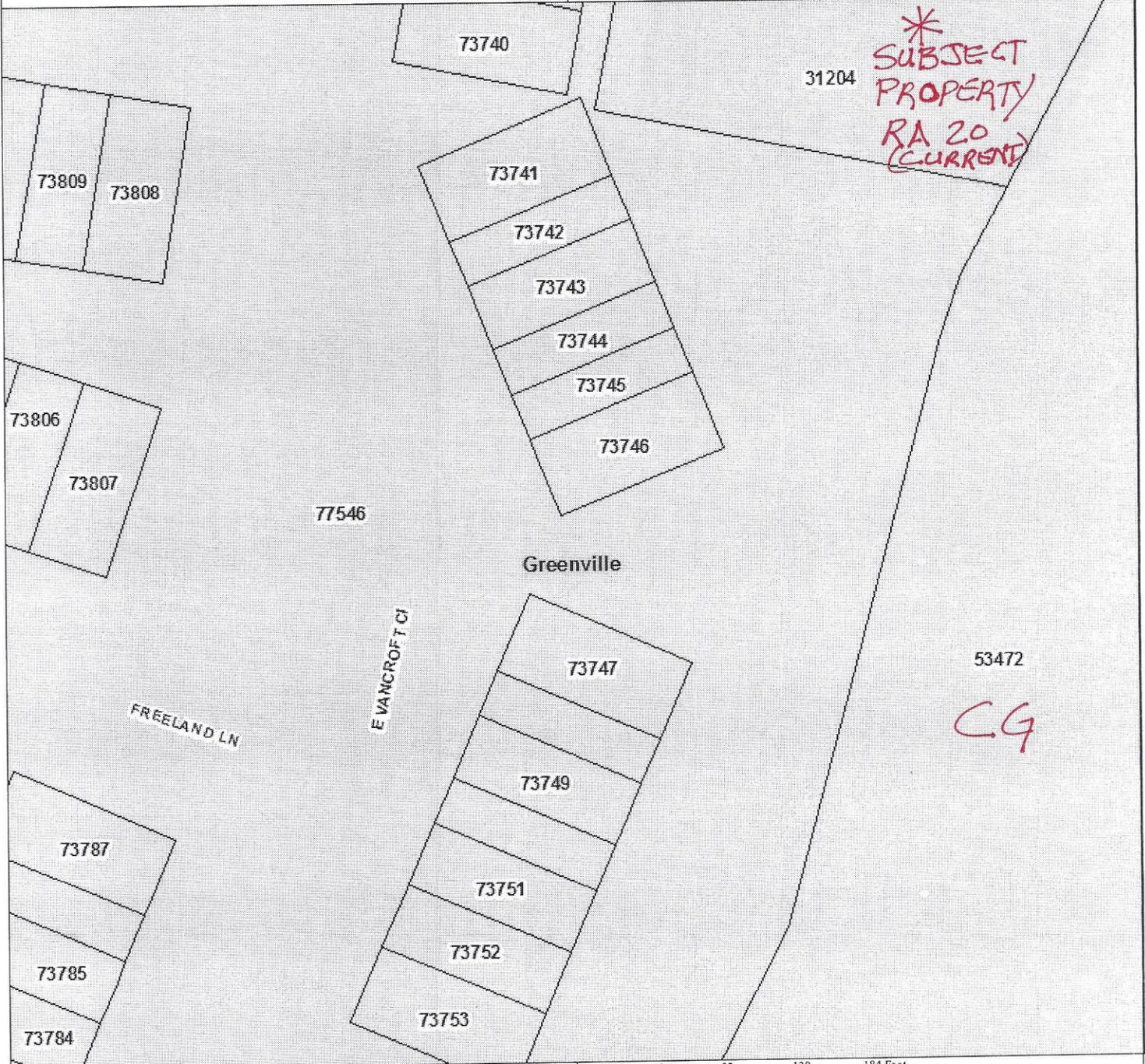
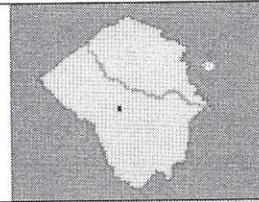


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PLEASE NOTE:
Parcel ownership information updated nightly.
Map printed 3/15/2016.

March 21, 1916

To: Brooke Baker
HOA Mgr., NCCO, Keystone Property Management

I strongly oppose this rezoning.
It will cause a decline of the
value of my property, as well
as threatening our safety & security.
I have work hard to buy and
take care of my home. As a
hard working American citizen
these things should be taken
into consideration by all means.
I strongly oppose this move.

Thank you,

Judy J. Adkins JanCrest Circle
3813 D5 East JanCrest Circle
Kentonville, NC 28590

252-413-9766



City of Greenville, North Carolina

Meeting Date: 4/14/2016
Time: 6:00 PM

Title of Item: Ordinance requested by POHL, LLC and V. Parker Overton to rezone 48.16+/- acres located along the southern right-of-way of Bayswater Road and 700+/- feet south of Fire Tower Road from R6MH (Residential-Mobile Home [High Density]) to CG (General Commercial) for 9.48+/- acres and OR (Office-Residential [High Density Multi-family]) for 38.68+/- acres

Explanation: **Abstract:** The City has received a request from POHL, LLC and V. Parker Overton to rezone 48.16+/- acres located along the southern right-of-way of Bayswater Road and 700+/- feet south of Fire Tower Road from R6MH (Residential-Mobile Home [High Density]) to CG (General Commercial) for 9.48+/- acres and OR (Office-Residential [High Density Multi-family]) for 38.68+/- acres.

Required Notices:

Planning and Zoning meeting notice (property owner and adjoining property owner letter) mailed on March 1, 2016.

On-site sign(s) posted on March 1, 2016

City Council public hearing notice (property owner and adjoining property owner letter) mailed on March 22, 2016.

Public hearing legal advertisement published on April 4 and April 11, 2016.

Comprehensive Plan:

The subject area is located in Vision Area D.

Management Actions:

D4. Encourage in-fill development, smart growth and redevelopment within existing commercial areas.

D8. Restrict development north and south of Fire Tower Road to residential uses, outside of focus areas.

The Future Land Use Plan Map recommends commercial (C) along the southern right-of-way of Fire Tower Road between Bayswater Road and Swamp Fork Canal transitioning to office/institutional/multi-family (OIMF) and conservation/open space (COS) to the south.

The Future Land Use Plan Map identifies certain areas for conservation/open space (COS) uses. The map is not meant to be dimensionally specific, and may not correspond precisely to conditions on the ground. When considering rezoning requests or other development proposals, some areas classified as conservation/open space may be determined not to contain anticipated development limitations. In such cases, the future preferred land use should be based on adjacent Future Land Use Plan designations, contextual considerations, and the general policies of the comprehensive plan.

The Comprehensive Plan states: "Office/Institutional/Multi-family land uses should be developed along transportation thoroughfares to provide transition between commercial nodes and to preserve vehicle carrying capacity. Office/Institutional/Multi-family development should be used as a buffer between light industrial and commercial development and adjacent lower density residential land uses."

Fire Tower Road is designated as a residential corridor between Evans Street and Corey Road. Along residential corridors, office, service and retail activities should be specifically restricted to the associated focus area, and linear expansion outside of the focus area should be prohibited.

There is a designated regional commercial focus area along Fire Tower Road between the two ends of Bayswater Road. These nodes typically contain 400,000+ square feet of conditioned floor space.

Thoroughfare/Traffic Report Summary (PWD-Engineering Division):

Tract 1:

Based on possible use permitted by the requested rezoning, the proposed rezoning classification could generate 2,201 trips to and from the site on Fire Tower Road, which is a net increase of 1,336 additional trips per day.

During the review process, measures to mitigate traffic impacts will be determined.

For Tract 2, there is no change in density. Therefore, a traffic volume report was not prepared.

History/Background:

In 1988, the property was incorporated into the City's extra-territorial jurisdiction (ETJ) and was zoned R6MH (Residential-Mobile Home).

The subject property is part of the approved Fire Tower Junction Preliminary Plat.

The subject property was included in a Future Land Use Plan Map amendment that was approved in October 2014.

Present Land Use:

Vacant

Water/Sewer:

Water and sanitary sewer are available to the subject properties.

Historic Sites:

There are no known effects on designated sites.

Environmental Conditions/Constraints:

The subject property is impacted by the floodway, 100- and 500-year floodplains associated with the Fork Swamp Canal.

Surrounding Land Uses and Zoning:

North: CG - Fire Tower Junction

South: R9S - Windsor Downs Subdivision (single-family); R6 and RA20 - Vacant

East: OR - Winterville Charter Academy

West: R6 - Dudley Grant Townhomes

Density Estimates:

Tract 1:

Under the current zoning (R6MH), staff would anticipate the site to yield 115-130 multi-family units (1, 2 and 3 bedroom units).

Under proposed zoning (CG), staff would anticipate the site to yield 62,000+/- square feet of commercial space.

Tract 2: no change in density

The anticipated build-out is 2-5 years.

Fiscal Note: No cost to the City.

Recommendation: In staff's opinion, the request is in compliance with Horizons: Greenville's

Community Plan and the Future Land Use Plan Map.

"In compliance with the comprehensive plan" should be construed as meaning the requested zoning is (i) either specifically recommended in the text of the Horizons Plan (or addendum to the plan) or is predominantly or completely surrounded by the same or compatible and desirable zoning and (ii) promotes the desired urban form. The requested district is considered desirable and in the public interest, and staff recommends approval of the requested rezoning.

The Planning and Zoning Commission voted to approve the request at its March 15, 2016 meeting.

If the City Council determines to approve the zoning map amendment, a motion to adopt the attached zoning map amendment ordinance will accomplish this. The ordinance includes the statutorily required statement describing whether the action taken is consistent with the comprehensive plan and explaining why Council considers the action taken to be reasonable and in the public interest.

If City Council determines to deny the zoning map amendment, in order to comply with this statutory requirement, it is recommended that the motion be as follows:

Motion to deny the request to rezone and to make a finding and determination that the rezoning request is inconsistent with the adopted comprehensive plan including, but not limited to, Objective 17 to prohibit "strip development" along collector and thoroughfare streets and Objective UF 20 to concentrate higher intensity uses in employment and focus areas, and further that the denial of the rezoning request is reasonable and in the public interest due to the rezoning request does not promote, in addition to the furtherance of other goals and objectives, the safety and general welfare of the community by concentrating higher intensive uses in focus areas which helps to preserve the carrying capacity of streets.

Note: In addition to the other criteria, the Planning and Zoning Commission and City Council shall consider the entire range of permitted and special uses for the existing and proposed zoning districts as listed under Title 9, Chapter 4, Article D of the Greenville City Code.

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

Attachments / click to download

- [Attachments](#)
- [Ordinance POHL LLC 16 04 1024435](#)
- [Minutes POHL LLC 1024313](#)
- [List_of_Uses_R6MH_to_CG_and_OR_911650](#)

ORDINANCE NO. 16-
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENVILLE
REZONING TERRITORY LOCATED WITHIN THE PLANNING AND ZONING
JURISDICTION OF THE CITY OF GREENVILLE, NORTH CAROLINA

WHEREAS, the City Council of the City of Greenville, North Carolina, in accordance with Article 19, Chapter 160A, of the General Statutes of North Carolina, caused a public notice to be given and published once a week for two successive weeks in The Daily Reflector setting forth that the City Council would, on the 14th day of April, 2016, at 6:00 p.m., in the Council Chambers of City Hall in the City of Greenville, NC, conduct a public hearing on the adoption of an ordinance rezoning the following described territory;

WHEREAS, the City Council has been informed of and has considered all of the permitted and special uses of the districts under consideration;

WHEREAS, in accordance with the provisions of North Carolina General Statute 160A-383, the City Council does hereby find and determine that the adoption of the ordinance zoning the following described property is consistent with the adopted comprehensive plan and other officially adopted plans that are applicable and that the adoption of the ordinance zoning the following described property is reasonable and in the public interest due to its consistency with the comprehensive plan and other officially adopted plans that are applicable and, as a result, its furtherance of the goals and objectives of the comprehensive plan and other officially adopted plans that are applicable;

WHEREAS, as a further description as to why the action taken is consistent with the comprehensive plan and other officially adopted plans that are applicable in compliance with the provisions of North Carolina General Statute 160A-383, the City Council of the City of Greenville does hereby find and determine that the adoption of this ordinance is consistent with provisions of the comprehensive plan including, but not limited to, Objective UF17 to prohibit “strip development” along collector and thoroughfare streets and Objective UF20 to concentrate higher intensive uses in employment and focus areas; and

WHEREAS, as a further explanation as to why the action taken is reasonable and in the public interest in compliance with the provisions of North Carolina General Statute 160A-383, the City Council of the City of Greenville does hereby find and determine that the adoption of this ordinance will, in addition to the furtherance of other goals and objectives, promote the safety and general welfare of the community by concentrating higher intensive uses in focus areas which helps to preserve the carrying capacity of streets; and

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

Section 1. That the following described territory is rezoned from R6MH (Residential-Mobile Home) to CG (General Commercial).

TO WIT: POHL, LLC Property (Tract 1)

LOCATION: Located 730+/- feet south of Fire Tower Road and along Bayswater Road.

DESCRIPTION: Being a portion of Pitt County Tax Parcel Number 74327 owned by POHL, LLC recorded in Deed Book 2278 Page 725 and Map Book 67 Page 122, bounded on the west by Dudley's Grant, Sections 5, 6, 7, 9 and 10, on the north by Bayswater Road the east by POHL, LLC, and being more particularly described as follows:

Beginning at a point in the southern right of way of Bayswater Road, said point being the southeastern corner of Lot 7B, Block B, Firetower Junction, recorded in Map Book 79 Page 101, property owned by Java, LLC recorded in Deed Book 3382, Page 572; thence from the point of beginning with the southern right of way of Bayswater Road, a curve to the left with an arc length of 391.30 feet, a radius of 560.00 feet, a chord bearing and distance S 49°32'42" E 383.38 feet to a point; thence continuing with a compound curve turning to the left with an arc length of 68.66 feet, a radius of 553.85 feet, a chord bearing and distance of S 73°06'48" E 68.61 feet to a point; thence leaving Bayswater Road right of way S 13°23'55" W 787.54 feet to a point; thence S 74°03'43" W 196.63 feet to a point in the eastern boundary of Dudleys Grant Subdivision; thence cornering with the eastern line of Dudleys Grant Subdivision N 15°26'59" W 1043.03 feet to a point, the southwestern corner of Lot 7B, Block B, Firetower Junction, recorded in Map Book 79 Page 101, property owned by Java, LLC recorded in Deed Book 3382, Page 572; thence with the southern line of Lot 7B, Block B, Firetower Junction N 74°03'36" E 312.84 feet to the Point of Beginning, having an area of 9.48 acres (413,098.64 square feet) more or less and being a portion the POHL, LLC property recorded in Deed Book 2278 Page 725 being Rezoned from R-6MH to CG and shown on a Rezoning Map prepared for POHL, LLC and V. Parker Overton by Rivers and Associates, Inc., dated February 5, 2016, drawing number Z-2611, last revised March 1, 2016 and incorporated herein by reference.

Section 2. That the following described territory is rezoned from R6MH (Residential-Mobile Home) to OR (Office-Multi-family).

TO WIT: POHL, LLC and V. Parker Overton Properties (Tract 2)

LOCATION: Located 1,200+/- feet south of Fire Tower Road and along Bayswater Road.

DESCRIPTION: Being a portion of Pitt County Tax Parcel Number 74327 owned by POHL, LLC recorded in Deed Book 2278 Page 725 and Map Book 67 Page 122, and Tax Parcel Number 08092 owned by V. Parker Overton recorded in Deed Book 2223 Page 428 and Map Book 23 Page 69. Bounded on the west by Dudley's Grant, Section 10, on the north by Bayswater Road the east by Charter Development Company, LLC, and south by Surry Meadows Subdivision, Windsor Downs II Subdivision, Laura B. Garris Weigum, Trustee, Courtney D. Rodgers and Glennon-Bittan Investments and being more particularly described as follows:

Beginning at a point in the southern right of way of Bayswater Road, said point being the northwestern corner of Lot 4C, Block B, Firetower Junction, recorded in Map Book 78 Page 156,

property owned by Charter Development Company, LLC recorded in Deed Book 3313, Page 82; thence with the western boundary line of Lot 4C, Block B, Firetower Junction S 53°07'22" E 958.94 feet to a point in the northern boundary of Surry Meadows Cluster Subdivision recorded in Map Book 52 Page 60; thence cornering with northern boundaries of Surry Meadows Cluster Subdivision and Windsor Downs Phase II Subdivision recorded in Map Book 66 Page 112, Laura B. Garris Weigum Trustee, recorded in Deed Book 1147 Page 822, Courtney D. Rodger, recorded in Deed Book 3338 Page 22, Glennon-Bittan Investments, recorded in Deed Book 784 Page 604 S 43°32'04" W 31.15 feet to a point; thence S 29°21'13" W 90.10 feet to a point; thence S 20°17'34" W 249.80 feet to a point; thence S 39°22'52" W 230.73 feet to a point; thence N 85°44'01" W 16.48 feet to a point; thence S 61°45'33" W 170.50 feet to a point; thence S 79°49'51" W 341.94 feet to a point; thence S 66°19'36" W 231.36 feet to a point; thence S 53°39'36" W 231.16 feet to a point; thence S 74°05'37" W 197.99 feet to a point; thence S 88°28'46" W 226.13 feet to a point in the eastern boundary of Dudleys Grant Subdivision Section 10; thence cornering with the eastern line of Dudleys Grant Subdivision Section 10, N 15°56'59" W 630.00 feet; thence leaving the eastern boundary of Dudleys Grant Subdivision Section 10 N 74°03'43" E 196.63 feet to a point; thence N 13°23'55" E 787.54 feet to a point in the southern right of way of Bayswater Road; thence with the southern right of way of Bayswater Road with a curve turning to the left with a radius of 553.85 feet, an arc length of 111.96 feet, a chord bearing and distance S 82°27'22" E 111.77 feet to a point; thence S 88°14'51" E 1.89 feet to a point; thence with a curve turning to the left with a radius of 1210.46 feet, an arc length of 180.59 feet , a chord bearing and distance N 87°28'43" E 180.43 feet to a point; thence with a compound curve turning to the left with a radius of 1210.46 feet, an arc length of 373.14 feet, a chord bearing and distance N 74°22'24" E 371.67 feet to the Point of Beginning, having an area of 38.68 acres more or less and being a portion the POHL, LLC property recorded in Deed Book 2278 Page 725 and V. Parker Overton Property recorded in Deed Book 2223, Page 428, and being Rezoned from R-6MH to OR and shown on a Rezoning Map prepared for POHL, LLC and V. Parker Overton by Rivers and Associates, Inc., dated February 5, 2016, drawing number Z-2611, last revised March 1, 2016 and incorporated herein by reference.

Section 3. That the Director of Community Development is directed to amend the zoning map of the City of Greenville in accordance with this ordinance.

Section 4. That all ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed.

Section 5. That this ordinance shall become effective upon its adoption.

ADOPTED this 14th day of April, 2016.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

Doc. # 1024435

Excerpt from the DRAFT Planning & Zoning Commission Minutes (03/15/2016)

ORDINANCE REQUESTED BY POHL, LLC AND V. PARKER OVERTON TO REZONE 48.16+/- ACRES LOCATED ALONG THE SOUTHERN RIGHT-OF-WAY OF BAYSWATER ROAD AND 700+/- FEET SOUTH OF FIRE TOWER ROAD FROM R6MH (RESIDENTIAL-MOBILE HOME [HIGH DENSITY]) TO CG (GENERAL COMMERCIAL) FOR 9.48+/- ACRES AND OR (OFFICE-RESIDENTIAL [HIGH DENSITY MULTI-FAMILY]) FOR 38.68+/- ACRES - APPROVED

Ms. Gooby, Planner, delineated the property. It is located south of Fire Tower Road and west of Corey Road. This rezoning is the last remaining piece of property along Bayswater Road that has mobile home zoning. The Winterville Charter School is adjacent to the east and Dudley's Grant Townhomes are adjacent to the west. The request has been divided into two tracts. Tract 1 is 9.5 acres and is requested for general commercial and Tract two is 38 acres and requested for office/multi-family. This property is part of the approved preliminary plat for Fire Tower Junction. There is a regional focus area at Bayswater Road, which is the largest commercial designation and is where commercial is anticipated. This rezoning could generate an increase of 1,300 trips per day. There is a signalized intersection at both intersections of Fire Tower Road and Bayswater Road. The property is impacted by the floodway and floodplains associated with the Fork Swamp Canal along the southern edge of the property. Tract 1 is zoned for high density mobile home and is requested for general commercial. The property could accommodate 62,000 square feet of commercial space. Tract 2 is zoned for high density mobile home and is requested for office/multi-family. There is no change in density between the existing and requested zoning for Tract 2, but this rezoning would also allow an office use. The Future Land Use Plan Map recommends commercial along Fire Tower Road from Bayswater Road transitioning to office/institutional/multi-family to the south. In staff's opinion, the request is in compliance with Horizons: Greenville's Community Plan and the Future Land Use Plan Map. The property is adjacent to similar zoning.

Ms. Leech asked if the conservation area to the south was a natural buffer.

Ms. Gooby stated yes.

Ms. Bellis asked if there are provisions for adequate buffering to Dudley's Grant.

Ms. Gooby stated that the required buffers are prescribed on the Bufferyard Setbacks and Vegetation Screening Chart. A copy of the chart is in the Commission's packet.

Chairman Parker opened the public hearing.

Mr. Jim Walker of Rivers and Associates, representative of the applicant, spoke in favor of the request. He stated all the traffic from the development will use Bayswater Road and then to one of two signalized intersections at E. Fire Tower Road. There is a natural buffer of trees along the Dudley's Grant Townhomes which has been kept. The sewer line was moved deeper into the subject property away from the tree line to create a 50-foot buffer from the townhomes. Any additional buffer or vegetation requirement would be submitted with a site plan for development on the individual lots. Development cannot happen in the floodway and must be at least 50 feet

from the stream which is a natural buffer. He stated Bayswater Road is complete and has a sidewalk on one side.

Mr. Michael Overton, representative of the applicant, spoke in favor of the request. He stated there is no flooding he is aware of on this site. The R6MH zoning is a high density zoning. The request is to bring offices into the area.

Mr. Jack Morgan, adjacent property owner, spoke in favor of the request.

No one spoke in opposition of the request.

Chairman Parker closed the public hearing and opened for board discussion.

Motion made by Mr. Mills seconded by Mr. King, to recommend approval of the proposed amendment to advise that it is consistent with the Comprehensive Plan and other applicable plans and to adopt the staff report which addresses plan consistency and other matters. Motion passed unanimously.

EXISTING ZONING

R6MH (Residential-Mobile Home)

Permitted Uses

(1) General:

- a. Accessory use or building
- c. On-premise signs per Article N

(2) Residential:

- a. Single-family dwelling
- b. Two-family attached dwelling (duplex)
- c. Multi-family development per Article 1
- g. Mobile home
- h. Mobile home park
- k. Family care home (see also section 9-4-103)
- q. Room renting

*(3) Home Occupations (see all categories):*None*

(4) Governmental:

- b. City of Greenville municipal government building or use (see also section 9-4-103)

(5) Agricultural/ Mining:

- a. Farming; agriculture, horticulture, forestry (see also section 9-4-103)

(6) Recreational/ Entertainment:

- f. Public park or recreational facility
- g. Private noncommercial park or recreational facility

(7) Office/ Financial/ Medical: None*

(8) Services:

- o. Church or place of worship (see also section 9-4-103)

(9) Repair: None*

(10) Retail Trade: None*

(11) Wholesale/ Rental/ Vehicle- Mobile Home Trade. None*

(12) Construction:

- c. Construction office; temporary, including modular office (see also section 9-4-103)

(13) Transportation: None*

*(14) Manufacturing/ Warehousing: * None*

(15) Other Activities (not otherwise listed - all categories): None*

R6MH (Residential-Mobile Home)

Special Uses

(1) General: None*

(2) Residential:* None

(3) Home Occupations (see all categories):

- b. Home occupation; excluding barber and beauty shops
- c. Home occupation; excluding manicure, pedicure or facial salon

(4) Governmental:

- a. Public utility building or use

(5) Agricultural/ Mining:* None

(6) Recreational/ Entertainment:* None

(7) Office/ Financial/ Medical:* None

(8) Services:

- a. Child day care facilities
- b. Adult day care facilities
- d. Cemetery

(9) Repair:* None

(10) Retail Trade:* None

(11) Wholesale/ Rental/ Vehicle- Mobile Home Trade:* None

(12) Construction:* None

(13) Transportation:* None

(14) Manufacturing/ Warehousing: * None

(15) Other Activities (not otherwise listed - all categories):* None

PROPOSED ZONING

CG (General Commercial)

Permitted Uses

(1) General:

- a. Accessory use or building
- b. Internal service facilities
- c. On-premise signs per Article N
- e. Temporary uses; of listed district uses
- f. Retail sales; incidental
- g. Incidental assembly of products sold at retail or wholesale as an accessory to principle use

(2) Residential: * None

(3) Home Occupations (see all categories):*None

(4) Governmental:

- b. City of Greenville municipal government building or use. (See also section 9-4-103)

- c. County or state government building or use not otherwise listed; excluding outside storage and major or minor repair
- d. Federal government building or use
- g. Liquor store, state ABC

(5) Agricultural/ Mining:

- a. Farming; agriculture, horticulture, forestry (see also section 9-4-103)

(6) Recreational/ Entertainment:

- f. Public park or recreational facility
- h. Commercial recreation; indoor only, not otherwise listed
- j. Bowling alleys
- n. Theater; movie or drama, indoor only
- q. Circus, carnival or fair, temporary only (see also section 9-4-103)
- s. Athletic Club; indoor only

(7) Office/ Financial/ Medical:

- a. Office; professional and business, not otherwise listed
- b. Operation/processing center
- d. Bank, savings and loan or other savings or investment institutions
- e. Medical, dental, ophthalmology or similar clinic, not otherwise listed
- g. Catalogue processing center

(8) Services:

- c. Funeral home
- e. Barber or beauty shop
- f. Manicure, pedicure, or facial salon
- k. Business or trade school
- o. Church or place of worship (see also section 9-4-103)
- q. Museum
- r. Art Gallery
- s. Hotel, motel, bed and breakfast inn; limited stay lodging (see also residential quarters for resident manager, supervisor or caretaker and section 9-4-103)
- u. Art studio including art and supply sales
- v. Photography studio including photo and supply sales
- y.(1) Television and/or radio broadcast facilities including receiving and transmission equipment and towers not exceeding 200 feet in height or cellular telephone and wireless communication towers not exceeding 200 feet in height (see also section 9-4-103)
- z. Printing or publishing service including graphic art, map, newspapers, magazines and books
- aa. Catering service including food preparation (see also restaurant; conventional and fast food)
- hh. Exercise and weight loss studio; indoor only
- kk. Launderette; household users
- ll. Dry cleaners; household users
- oo. Clothes alteration or shoe repair shop
- pp. Automobile wash

(9) Repair:

- g. Jewelry, watch, eyewear or other personal item repair

(10) Retail Trade:

- a. Miscellaneous retail sales; non-durable goods, not otherwise listed
- c. Grocery; food or beverage, off premise consumption (see also Wine Shop)
- c.1 Wine shop (see also section 9-4-103)
- d. Pharmacy
- e. Convenience store (see also gasoline sales)
- f. Office and school supply, equipment sales

- g. Fish market; excluding processing or packing
- h. Restaurant; conventional
- i. Restaurant; fast food
- k. Medical supply sales and rental of medically related products
- l. Electric; stereo, radio, computer, television, etc. sales and accessory repair
- m. Appliance; household use, sales and accessory repair, excluding outside storage
- p. Furniture and home furnishing sales not otherwise listed
- q. Floor covering, carpet and wall covering sales
- r. Antique sales; excluding vehicles
- s. Book or card store, news stand
- t. Hobby or craft shop
- u. Pet shop (see also animal boarding; outside facility)
- v. Video or music store; records, tape, compact disk, etc. sales
- w. Florist
- x. Sporting goods sales and rental shop
- y. Auto part sales (see also major and minor repair)
- aa. Pawnbroker
- bb. Lawn and garden supply and household implement sales and accessory sales
- ee. Christmas tree sales lot; temporary only (see also section 9-4-103)

(11) Wholesale/ Rental/ Vehicle- Mobile Home Trade:

- b. Rental of home furniture, appliances or electronics and medically related products (see also (10)k.)
- c. Rental of cloths and accessories; formal wear, etc.

(12) Construction:

- c. Construction office; temporary, including modular office (see also section 9-4-103)
- e. Building supply; lumber and materials sales, plumbing and/or electrical supply excluding outside storage
- f. Hardware store

(13) Transportation:

- c. Taxi or limousine service
- h. Parking lot or structure; principal use

*(14) Manufacturing/ Warehousing: * None*

(15) Other Activities (not otherwise listed - all categories): None*

CG (General Commercial)

Special Uses

(1) General: None*

(2) Residential:

- i. Residential quarters for resident manager, supervisor or caretaker; excluding mobile home

(3) Home Occupations (see all categories): None*

(4) Governmental:

- a. Public utility building or use

(5) Agricultural/ Mining: None*

(6) Recreational/ Entertainment:

- d. Game center

- l. Billiard parlor or pool hall
- m. Public or private club
- t. Athletic club; indoor and outdoor facilities

(7) Office/ Financial/ Medical:

- c. Office; customer services, not otherwise listed, including accessory service delivery vehicle parking and indoor storage
- f. Veterinary clinic or animal hospital (see also animal boarding; outside facility, kennel and stable)

(8) Services:

- a. Child day care facilities
- b. Adult day care facilities
- l. Convention center; private

(9) Repair:

- a. Major repair; as an accessory or principal use
- b. Minor repair; as an accessory or principal use

(10) Retail Trade:

- b. Gasoline or automotive fuel sales; accessory or principal use, retail
- j. Restaurant; regulated outdoor activities
- n. Appliances; commercial use, sales and accessory repair, excluding outside storage

(11) Wholesale/ Rental/ Vehicle- Mobile Home Trade:

- d. Rental of automobiles, noncommercial trucks or trailers, recreational vehicles, motorcycles and boats
- f. Automobile, truck, recreational vehicle, motorcycle and boat sales and service (see also major and minor repair)

(12) Construction: None*

(13) Transportation: None*

(14) Manufacturing/ Warehousing:

- k. Mini-storage warehouse, household; excluding outside storage

(15) Other Activities (not otherwise listed - all categories):

- a. Other activities; personal services not otherwise listed
- b. Other activities; professional activities not otherwise listed
- c. Other activities; commercial services not otherwise listed
- d. Other activities; retail sales not otherwise listed

OR (Office-Residential)

Permitted Uses

(1) General:

- a. Accessory use or building
- b. Internal service facilities
- c. On-premise signs per Article N
- f. Retail sales incidental

(2) Residential:

- b. Two-family attached dwelling (duplex)
- c. Multi-family development per Article 1
- k. Family care home (see also section 9-4-103)
- n. Retirement center or home

- o. Nursing, convalescent center or maternity home; major care facility
- p. Board or rooming house
- q. Room renting

(3) *Home Occupations (see all categories):**None

(4) *Governmental:*

- b. City of Greenville municipal government building or use (see also section 9-4-103)
- c. County or state government building or use not otherwise listed; excluding outside storage and major or minor repair
- d. Federal government building or use

(5) *Agricultural/ Mining:*

- a. Farming; agriculture, horticulture, forestry (see also section 9-4-103)

(6) *Recreational/ Entertainment:*

- f. Public park or recreational facility
- g. Private noncommercial park or recreation facility

(7) *Office/ Financial/ Medical:*

- a. Office; professional and business, not otherwise listed
- b. Operational/processing center
- c. Office; customer service not otherwise listed, including accessory service delivery vehicle parking and indoor storage
- d. Bank, savings and loan or other savings or investment institutions
- e. Medical, dental, ophthalmology or similar clinic, not otherwise listed

(8) *Services:*

- c. Funeral home
- e. Barber or beauty shop
- f. Manicure, pedicure, or facial salon
- g. School; junior and senior high (see also section 9-4-103)
- h. School; elementary (see also section 9-4-103)
- i. School; kindergarten or nursery (see also section 9-4-103)
- j. College or other institutions of higher learning
- k. Business or trade school
- n. Auditorium
- o. Church or place of worship (see also section 9-4-103)
- p. Library
- q. Museum
- r. Art Gallery
- u. Art studio including art and supply sales
- v. Photography studio including photo and supply sales
- w. Recording studio
- x. Dance studio
- bb. Civic organizations
- cc. Trade or business organizations

(9) *Repair:** None

(10) *Retail Trade:*

- s. Book or card store, news stand
- w. Florist

(11) *Wholesale/ Rental/ Vehicle- Mobile Home Trade:** None

(12) Construction:

- a. Licensed contractor; general, electrical, plumbing, mechanical, etc. excluding outside storage
- c. Construction office; temporary, including modular office (see also section 9-4-103)

*(13) Transportation:** None

(14) Manufacturing/ Warehousing: * None

*(15) Other Activities (not otherwise listed - all categories):** None

OR (Office-Residential)

Special Uses

*(1) General:** None

(2) Residential:

- d. Land use intensity multifamily (LUI) development rating 50 per Article K
- e. Land use intensity dormitory (LUI) development rating 67 per Article K
- i. Residential quarters for resident manager, supervisor or caretaker; excluding mobile home
- o.(1). Nursing, convalescent center or maternity home; minor care facility
- r. Fraternity or sorority house

*(3) Home Occupations (see all categories):** None

(4) Governmental:

- a. Public utility building or use

*(5) Agricultural/ Mining:** None

(6) Recreational/ Entertainment:

- c.(1). Tennis club; indoor and outdoor facilities
- h. Commercial recreation; indoor only, not otherwise listed

(7) Office/ Financial/ Medical:

- f. Veterinary clinic or animal hospital (also see animal boarding; outside facility, kennel and stable)

(8) Services:

- a. Child day care facilities
- b. Adult day care facilities
- l. Convention center; private
- s. Hotel, motel, bed and breakfast inn; limited stay lodging (see also residential quarters for resident manager, supervisor or caretaker and section 9-4-103)
- ff. Mental health, emotional or physical rehabilitation center

*(9) Repair:** None

(10) Retail Trade:

- h. Restaurant; conventional
- j. Restaurant; regulated outdoor activities

*(11) Wholesale/ Rental/ Vehicle- Mobile Home Trade:** None

*(12) Construction:** None

(13) Transportation:

h. Parking lot or structure; principle use

*(14) Manufacturing/ Warehousing: * None*

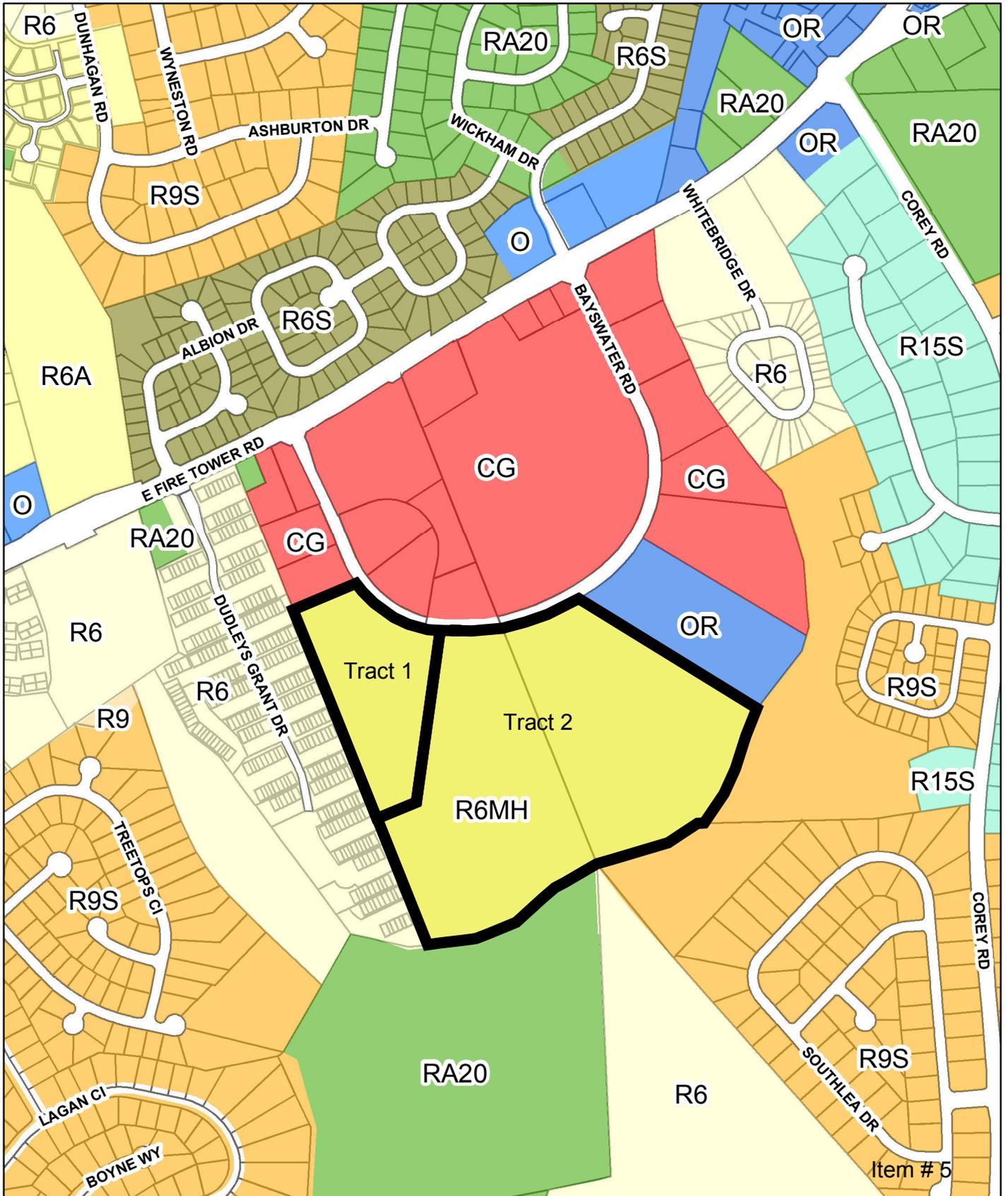
(15) Other Activities (not otherwise listed - all categories):

a. Other activities; personal services not otherwise listed

b. Other activities; professional services not otherwise listed

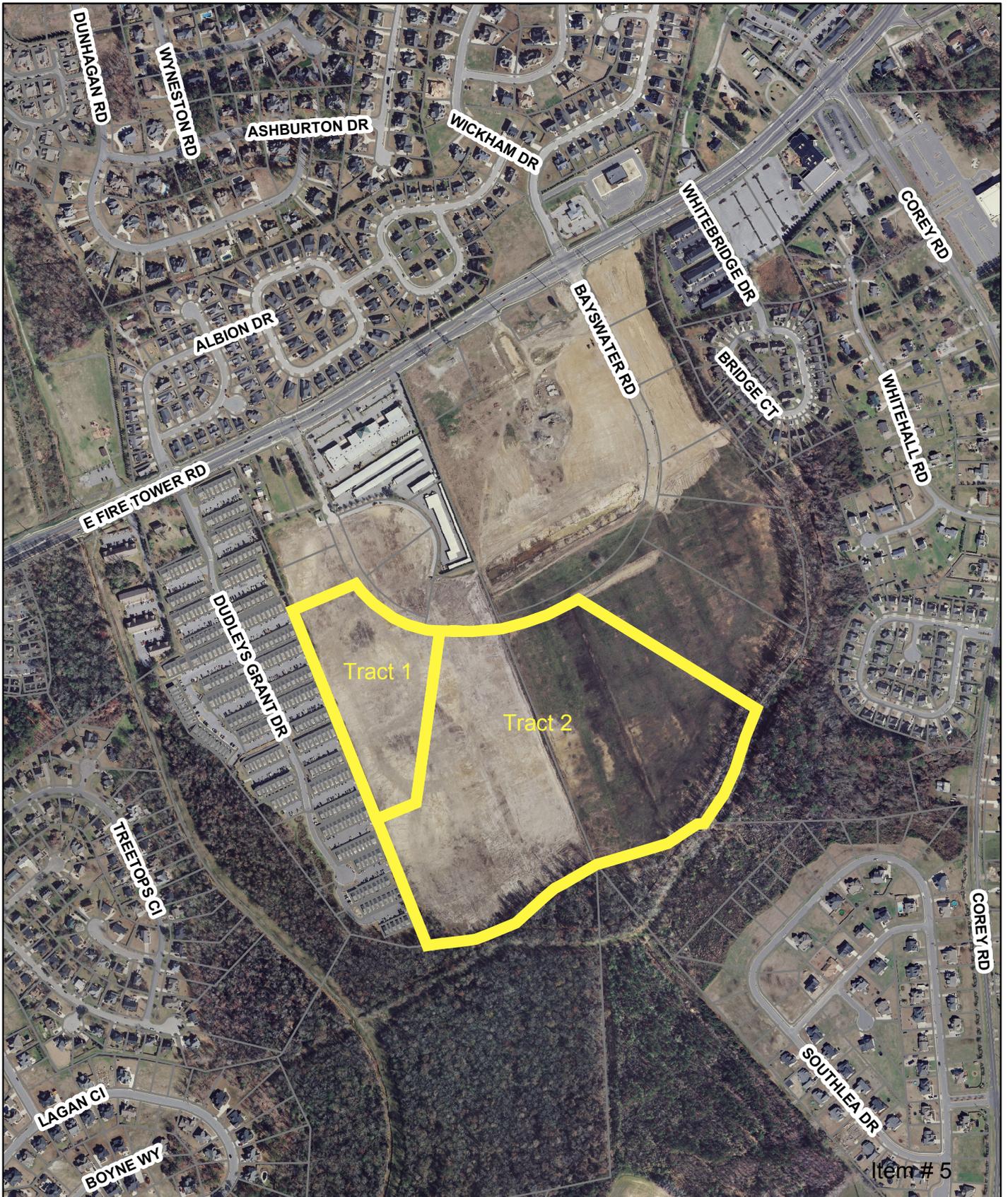


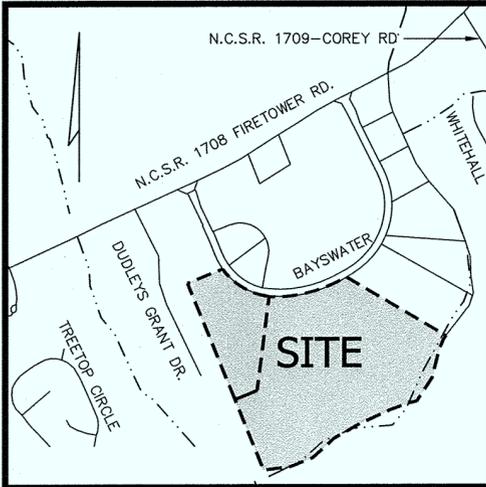
POHL, LLC and V. Parker Overton (16-04)
From: R6MH
To: CG (Tract 1) and OR (Tract 2)
March 1, 2016





POHL, LLC and V. Parker Overton (16-04)
From: R6MH
To: CG (Tract 1) and OR (Tract 2)
March 1, 2016





VICINITY MAP SCALE: 1" = 1000'

NOTES

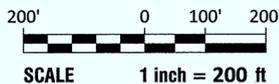
1. AREA DETERMINED BY COORDINATES.
2. ALL DISTANCES ARE HORIZONTAL MEASUREMENTS.
3. NO POINT SET AT ANY CORNER UNLESS OTHERWISE NOTED.
4. THIS MAP WAS PREPARED FOR REZONING PURPOSES ONLY AND IS NOT A BOUNDARY SURVEY OF THE PROPERTIES SHOWN HEREON. THIS MAP NOT TO BE USED FOR SALES OR CONVEYANCE. NOT ALL EXISTING EASEMENTS OR IMPROVEMENTS ARE SHOWN HEREON. PROPERTY SUBJECT TO THOSE EASEMENTS OF RECORD AND RECORDED IN MAP BOOK 72 PAGE 129 AND DEED BOOK 3001 PAGE 10.
5. EXISTING ZONING WAS TAKEN FROM THE PITT COUNTY ONLINE INFORMATION SYSTEM WEB SITE ON JULY 15, 2015.

OWNERSHIP DATA TABLE

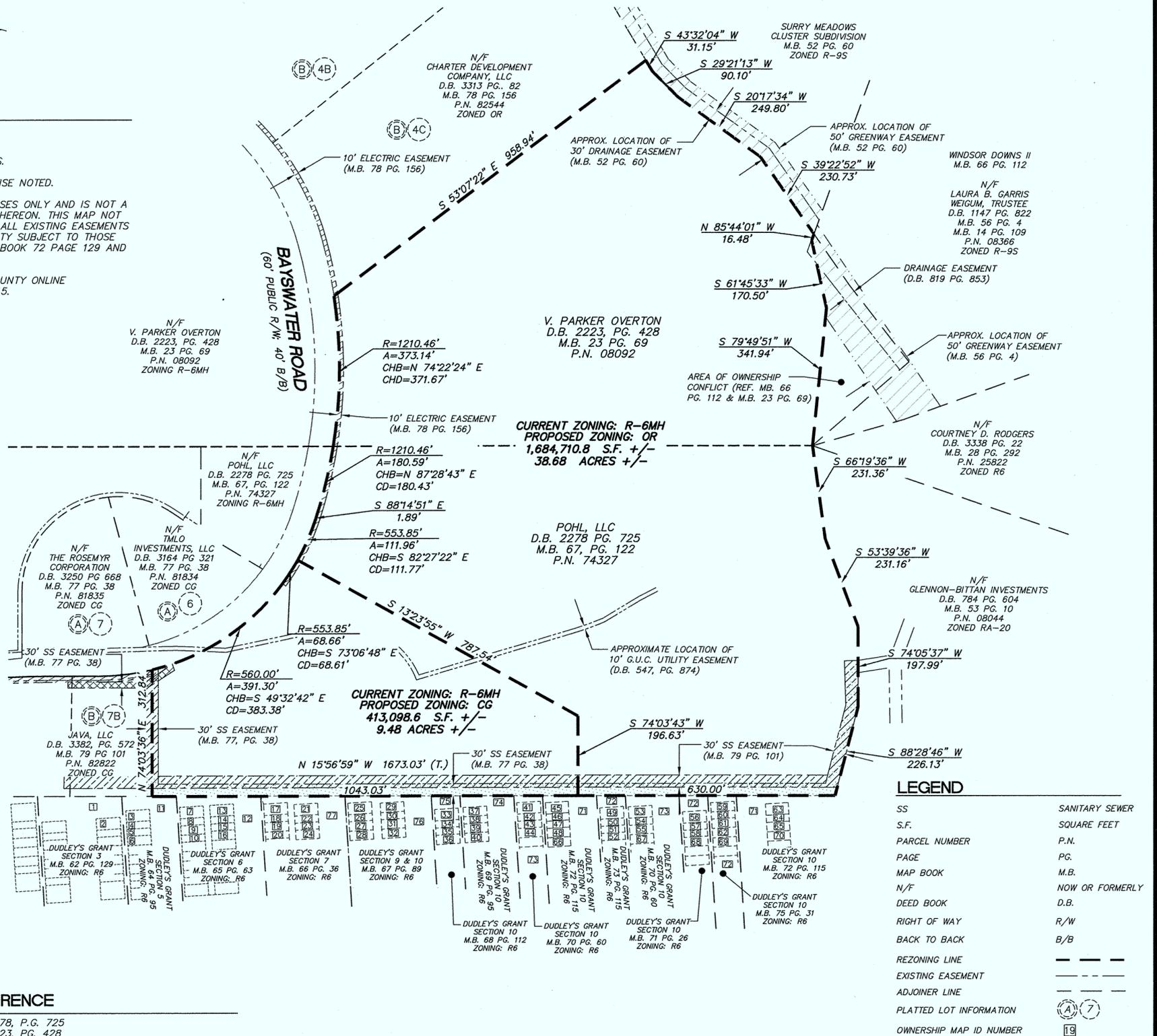
MAP ID NUMBER	OWNER NAME	REFERENCE	PARCEL NUMBER
1	DUDLEY'S GRANT HOMEOWNERS ASSOCIATION	D.B. 1884 PG. 760	COMMON AREA
2	RICK A. LUPTON	D.B. 1913 PG. 500	69558
3	VGG PROPERTIES, LLC	D.B. 3347 PG. 788	71092
4	JOYCE C. DAY	D.B. 2019 PG. 339	71091
5	ERNEST H. HOLT, II	D.B. 2324 PG. 566	70980
6	BERNARD AND ROBERTA KOTT	D.B. 2031 PG. 612	70979
7	NORMAN BLIZZARD, ETAL.	D.B. 2080 PG. 470	72167
8	NORMAN BLIZZARD, ETAL.	D.B. 2080 PG. 470	72168
9	JOHN A. ANKNEY AND CHRISTINA L. ANKNEY	D.B. 2830 PG. 801	72169
10	BARTLEY V. HEATH AND HEATHER R. HEATH	D.B. 2978 PG. 175	72170
11	DUDLEY'S GRANT HOMEOWNERS ASSOCIATION	D.B. 2018 PG. 543	COMMON AREA
12	DUDLEY'S GRANT HOMEOWNERS ASSOCIATION	D.B. 2090 PG. 394	COMMON AREA
13	CHARLES ROBERT BAKER	D.B. 2561 PG. 331	72187
14	NIKKI A. K. BLANTON	D.B. 2191 PG. 817	72185
15	BRYAN WILLIAM GIBBS	D.B. 2619 PG. 757	72184
16	CAMERON SHELTON	D.B. 3116 PG. 829	72183
17	JOSE M. QUINTANILLA	D.B. 3350 PG. 376	72971
18	PASCUALA AND JOHN T. HANSBOROUGH	D.B. 3319 PG. 118	72972
19	ALAHJAMIL RAHMAN AND NARMIN S. ZEIDAN	D.B. 2670 PG. 77	72973
20	TONY P. MOORE AND SUSAN T. MOORE	D.B. 2201 PG. 445	72974
21	BHANUMATI GOVANI	D.B. 2293 PG. 367	72990
22	APRIELLE ANDERSON	D.B. 2242 PG. 149	72989
23	PATRICK J. CONNELLY, SR.	D.B. 3068 PG. 797	72988
24	PATRICK & LINDA CONNELLY TRUSTEE, ETAL	D.B. 2811 PG. 510	72987
25	BARBARA H. GUTHRIE	D.B. 2336 PG. 529	73967
26	MOHAMMED H. ALAI TAFTI	D.B. 2358 PG. 21	73968
27	MOHAMMED H. ALAI TAFTI	D.B. 2358 PG. 21	73969
28	PHIL WELCH	D.B. 3138 PG. 332	73970
29	CODY D. SMITH AND CHERYL A. SMITH	D.B. 2920 PG. 640	73997
30	MICHAEL D. PREUSS & MARCELLA M. PREUSS	D.B. 2695 PG. 586	73996
31	ALFRED J. TUCKER AND JANE TUCKER	D.B. 2566 PG. 725	73995
32	ERIC DUSTIN MIZELLE	D.B. 3374 PG. 26	73994
33	RICHARD C. BRITT, JR. & PAULA C. BRITT	D.B. 2821 PG. 690	75041
34	BRANCH BANKING AND TRUST COMPANY	D.B. 3382 PG. 97	75042
35	JEFFREY T. MASSEY	D.B. 2419 PG. 719	75043
36	ALFRED J. TUCKER AND JANE TUCKER	D.B. 2566 PG. 725	75044
37	ALICE GIBBS MEMORIAL, LLC OF N.C.	D.B. 3217 PG. 129	76258
38	KATHRYN LINDSEY PADGETT	D.B. 2460 PG. 16	76257
39	RODNEY BUTLER ALEXANDER	D.B. 3184 PG. 715	76256
40	ERIC CHRISTOPHER APPLE	D.B. 2467 PG. 745	76255
41	JAMES D. OCTGAN, II	D.B. 3231 PG. 11	76725
42	CHARLES WESLEY HUGHES, III	D.B. 2623 PG. 662	76726
43	SEAN A. SMITH	D.B. 2683 PG. 204	76727
44	BMAR INVESTMENTS, LLC	D.B. 2723 PG. 480	76728
45	ALLYSON M. HILL	D.B. 2727 PG. 852	79533
46	MICHAEL COSOLITO AND RACHEL CLAISSE	D.B. 2668 PG. 827	79532
47	THARANATH M. AND PARIMALA T. AKULA	D.B. 3322 PG. 503	79531
48	ANDREW H. PAIR AND MYERS A. PAIR	D.B. 3301 PG. 210	79530
49	SHERYL A. SMART	D.B. 3303 PG. 340	80165
50	CHARLES ROGERS AND GILDA ROGERS	D.B. 2769 PG. 555	80166
51	BMAR INVESTMENTS, LLC	D.B. 2771 PG. 731	80167
52	BMAR INVESTMENTS, LLC	D.B. 3018 PG. 842	80168
53	VGG PROPERTIES, LLC	D.B. 3233 PG. 435	76740
54	BRENDON S. ANDERSON	D.B. 2669 PG. 212	76739
55	ROCKY E. RUSSELL AND DENISE E. RUSSELL	D.B. 2570 PG. 463	76738
56	RICARDO A. CRUZ AND ROBYN G. CRUZ	D.B. 2568 PG. 822	77846
57	BRYAN W. GIBBS	D.B. 2548 PG. 508	77847
58	ALICE GIBBS MEMORIAL, LLC OF N.C.	D.B. 3217 PG. 129	77848
59	BMAR INVESTMENTS, LLC	D.B. 3201 PG. 458	80878
60	BMAR INVESTMENTS, LLC	D.B. 3201 PG. 458	80877
61	BMAR INVESTMENTS, LLC	D.B. 3234 PG. 153	80876
62	BMAR INVESTMENTS, LLC	D.B. 3234 PG. 153	80875
63	YAQUA WILSON COHEN	D.B. 3229 PG. 754	79535
64	WILLIAM R. DECKER	D.B. 2732 PG. 872	79536
65	CIRE DEVELOPMENT AND CRAIN PROP. LLC	D.B. 3400 PG. 316	79537
66	BMAR INVESTMENTS, LLC	D.B. 3283 PG. 663	79529
67	THE PETER T. LOMBARDI LIVING TRUST	D.B. 2854 PG. 172	76737
68	MARQUITA S. AND DARRELL ANDRE HALL, JR.	D.B. 3352 PG. 620	77849
69	BMAR INVESTMENTS, LLC	D.B. 3228 PG. 362	80874
70	TIMOTHY P. AND ALICIA MAHONEY	D.B. 2693 PG. 694	79538
71	DUDLEY'S GRANT HOMEOWNERS ASSOCIATION	D.B. 2822 PG. 11	79541
72	DUDLEY'S GRANT HOMEOWNERS ASSOCIATION	D.B. 3076 PG. 626	66550
73	DUDLEY'S GRANT HOMEOWNERS ASSOCIATION	D.B. 2488 PG. 231	COMMON AREA
74	DUDLEY'S GRANT HOMEOWNERS ASSOCIATION	D.B. 2432 PG. 709	COMMON AREA
75	DUDLEY'S GRANT HOMEOWNERS ASSOCIATION	D.B. 2355 PG. 691	COMMON AREA
76	DUDLEY'S GRANT HOMEOWNERS ASSOCIATION	D.B. 2268 PG. 770	COMMON AREA
77	DUDLEY'S GRANT HOMEOWNERS ASSOCIATION	D.B. 2169 PG. 302	COMMON AREA

REFERENCE

- D.B. 2278, P.G. 725
- D.B. 2223, PG. 428
- D.B. 547 PG. 874
- D.B. 2219 PG. 612
- D.B. 2278 PG. 722
- D.B. 2278 PG. 720
- M.B. 79 PG. 101
- M.B. 78 PG. 156
- M.B. 77 PG. 38
- M.B. 72 PG. 130
- M.B. 69 PG. 90
- M.B. 67 PG. 122
- M.B. 69 PG. 95
- M.B. 59 PG. 35
- M.B. 32 PG. 260
- M.B. 23 PG. 69
- D.B. 3162 PG. 571 (WITHDRAWAL AND TERMINATION OF PRIVATE EASEMENT/STREETS)



Item # 5



LEGEND

SS	SANITARY SEWER
S.F.	SQUARE FEET
PARCEL NUMBER	P.N.
PAGE	PG.
MAP BOOK	M.B.
N/F	NOW OR FORMERLY
DEED BOOK	D.B.
RIGHT OF WAY	R/W
BACK TO BACK	B/B
REZONING LINE	---
EXISTING EASEMENT	---
ADJOINER LINE	---
PLATTED LOT INFORMATION	(A) (7)
OWNERSHIP MAP ID NUMBER	19

REVISIONS: #2 - 03/01/2016 - PER CITY COMMENTS AND REVIEW.
#1 - 02/25/2016 - PER CITY COMMENTS AND REVIEW.

CERTIFICATION

I, PATRICK W. HARTMAN, PROFESSIONAL LAND SURVEYOR CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM DEEDS AND OR MAPS AS REFERENCED HEREON, AND DOES NOT REPRESENT A FIELD BOUNDARY SURVEY BY MYSELF OR RIVERS AND ASSOCIATES, INC.; I FURTHER CERTIFY PURSUANT TO G.S. 47-30 (F)(11)d., THAT THIS SURVEY IS OF ANOTHER CATEGORY, REZONING MAP. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 5TH DAY OF FEBRUARY, 2016.

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

SEAL

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

DATE: 2/05/2016

SURVEY	DRAFT	PWH
DESIGN	CHECK	PH

Rivers & Associates, Inc.
riversandassociates.com Since 1918

NC License: F-0334
Engineers Planners Surveyors Landscape Architects
107 East Second Street Greenville, NC 27858 (252) 752-1195

REZONING MAP FOR:
POHL, LLC AND V. PARKER OVERTON
c/o V. Parker Overton
OWNER: POHL, LLC AND V. PARKER OVERTON
CITY OF GREENVILLE, WINTERVILLE TWS., PITT CO., N.C.

SCALE	DRAWING NO.	PROJECT NO.	SHEET
1" = 200'	Z-2611	2016007	1 OF 1

Case No: 16-04

Applicant: POHL, LLC

2.) Fire Tower Rd , East of Site (40%): "No build" ADT of 33,290

Estimated ADT with Proposed Zoning (full build) – 34,170

Estimated ADT with Current Zoning (full build) – 33,636

Net ADT change = 534 (2% increase)

Staff Findings/Recommendations

Based on possible uses permitted by the requested rezoning, the proposed rezoning classification could generate 2201 trips to and from the site on Fire Tower Rd, which is a net increase of 1336 additional trips per day.

During the review process, measures to mitigate the traffic will be determined.

04/30/07

BUFFERYARD SETBACK AND VEGETATION SCREENING CHART

For Illustrative Purposes Only

Bufferyard Requirements: Match proposed land use with adjacent permitted land use or adjacent vacant zone/nonconforming use to determine applicable bufferyard.

PROPOSED LAND USE CLASS (#)	ADJACENT PERMITTED LAND USE CLASS (#)					ADJACENT VACANT ZONE OR NONCONFORMING USE		PUBLIC/PRIVATE STREETS OR R.R.
	Single-Family Residential (1)	Multi-Family Residential (2)	Office/Institutional, light Commercial, Service (3)	Heavy Commercial, Light Industry (4)	Heavy Industrial (5)	Residential (1) - (2)	Non-Residential (3) - (5)	
Multi-Family Development (2)	C	B	B	B	B	C	B	A
Office/Institutional, Light Commercial, Service (3)	D	D	B	B	B	D	B	A
Heavy Commercial, Light Industry (4)	E	E	B	B	B	E	B	A
Heavy Industrial (5)	F	F	B	B	B	F	B	A

Bufferyard A (street yard)		
Lot Size	Width	For every 100 linear feet
Less than 25,000 sq.ft.	4'	2 large street trees
25,000 to 175,000 sq.ft.	6'	2 large street trees
Over 175,000 sq.ft.	10'	2 large street trees

Street trees may count toward the minimum acreage.

Bufferyard B (no screen required)	
Lot Size	Width
Less than 25,000 sq.ft.	4'
25,000 to 175,000 sq.ft.	6'
Over 175,000 sq.ft.	10'

Bufferyard C (screen required)	
Width	For every 100 linear feet
10'	3 large evergreen trees 4 small evergreens 16 evergreen shrubs

Where a fence or evergreen hedge (additional materials) is provided, the bufferyard width may be reduced to eight (8) feet.

Bufferyard D (screen required)	
Width	For every 100 linear feet
20'	4 large evergreen trees 6 small evergreens 16 evergreen shrubs

Bufferyard width may be reduced by fifty (50%) percent if a fence, evergreen hedge (additional material) or earth berm is provided.

Bufferyard E (screen required)	
Width	For every 100 linear feet
30'	6 large evergreen trees 8 small evergreens 26 evergreen shrubs

Bufferyard width may be reduced by fifty (50%) percent if a fence, evergreen hedge (additional material) or earth berm is provided.

Bufferyard F (screen required)	
Width	For every 100 linear feet
50'	8 large evergreen trees 10 small evergreens 36 evergreen shrubs

Bufferyard width may be reduced by fifty (50%) percent if a fence, evergreen hedge (additional material) or earth berm is provided.

Parking Area: Thirty (30) inch high screen required for all parking areas located within fifty (50) feet of a street right-of-way.

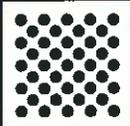
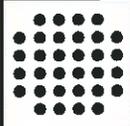
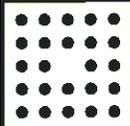
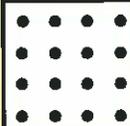
Residential Density		
Maximum density allowed by Zoning District based on average of 2.67 persons per dwelling unit		
High Density		
R6 R6-N R6-MH OR CDF	17 units per acre yields 45 persons per acre	
PUD	12 units per acre yields 32 persons per acre	
Medium Density		
R6-A	9 units per acre yields 24 persons per acre	
R6-S	7 units per acre yields 19 persons per acre	
R9	6 units per acre yields 16 persons per acre	
R9-S	5 units per acre yields 13 persons per acre	
Low Density		
RA-20 MRS	4 units per acre yields 11 persons per acre	
R15-S	3 units per acre yields 8 persons per acre	

Illustration: Maximum allowable density in Residential Zoning Districts



City of Greenville, North Carolina

Meeting Date: 4/14/2016
Time: 6:00 PM

Title of Item: Ordinance requested by WGB Properties, Incorporated to rezone 7.87 acres located along the northern right-of-way of Clifton Street and the eastern right-of-way of Evans Street from CG (General Commercial) to OR (Office-Residential [High Density Multi-family])

Explanation: **Abstract:** The City has received a request from WGB Properties, Incorporated to rezone 7.87 acres located along the northern right-of-way of Clifton Street and the eastern right-of-way of Evans Street from CG (General Commercial) to OR (Office-Residential [High Density Multi-family]).

Required Notices:

Planning and Zoning meeting notice (property owner and adjoining property owner letter) mailed on March 1, 2016.

On-site sign(s) posted on March 1, 2016

City Council public hearing notice (property owner and adjoining property owner letter) mailed on March 22, 2016.

Public hearing legal advertisement published on April 4 and April 11, 2016.

Comprehensive Plan:

The subject area is located in Vision Area D.

Management Actions:

D4, Encourage in-fill development, smart growth and redevelopment within existing commercial area.

The Future Land Use Plan Map recommends commercial (C) at the northeastern corner of the intersection of Evans Street and Arlington Boulevard transitioning to office/institutional/ multi-family (OIMF) to the north and east and conservation/open space (COS).

The Future Land Use Plan Map identifies certain areas for conservation/open space (COS) uses. The map is not meant to be dimensionally specific, and may not correspond precisely to conditions on the ground. When considering rezoning requests or other development proposals, some areas classified as conservation/open space may be determined not to contain anticipated development limitations. In such cases, the future preferred land use should be based on adjacent Future Land Use Plan designations, contextual considerations, and the general policies of the comprehensive plan.

The Comprehensive Plan states: "Office/Institutional/Multi-family land uses should be developed along transportation thoroughfares to provide transition between commercial nodes and to preserve vehicle carrying capacity. Office/Institutional/Multi-family development should be used as a buffer between light industrial and commercial development and adjacent lower density residential land uses."

There is a designated intermediate focus area at the intersection of Evans Street and Arlington Boulevard. These nodes typically contain 50,000-150,000 square feet of conditioned floor space.

Evans Street, between Reade Circle and Caversham Road, is designated as a connector corridor, which are designed to contain a variety of higher intensive uses.

Thoroughfare/Traffic Report Summary (PWD-Engineering Division):

Based on the analysis comparing the existing zoning (3,509 daily trips) and requested rezoning, the proposed rezoning classification could generate approximately 732 trips to and from the site on Evans Street and Arlington Boulevard, which is a net *decrease* of 2,777 less trips per day. Since the traffic analysis for the requested rezoning indicates that the proposal would generate less traffic than the existing zoning, a traffic volume report was not generated.

History/Background:

In 1969, the property was zoned CG (General Commercial).

Present Land Use:

Vacant

Water/Sewer:

Water and sanitary sewer are available to the subject property.

Historic Sites:

There are no known effects on designated sites.

Environmental Conditions/Constraints:

The subject property is impacted by the floodway, 100- and 500-year floodplains associated with Green Mill Run.

Surrounding Land Uses and Zoning:

North: CH - City of Greenville (vacant); OR - East Carolina University (wooded)

South: CG - McGee Cadd, Hope of Glory Thrift Store and one (1) vacant lot (under common ownership of applicant)

East: OR - Cypress Creek Townhomes and State of North Carolina

West: CG - Vacant (under common ownership of applicant); CH - Vacant

Density Estimates:

Under the current zoning (CG), staff would anticipate the site to yield 51,000+/- square feet of commercial space.

Under proposed zoning (OR), staff would anticipate the site to yield 100-110 multi-family units (1, 2 and 3 bedroom units).

The anticipated build-out is 1-2 years.

Additional Staff Comments:

The property is impacted by the Green Mill Run Greenway, Phase 2 Extension Project that runs for 1.2 miles between Evans Street and Charles Boulevard. Construction is expected to be completed by July 2016. There is a 20-foot greenway easement located on the property (see survey).

Fiscal Note:

No cost to the City.

Recommendation:

In staff's opinion, the request is in general compliance with Horizons: Greenville's Community Plan and the Future Land Use Plan Map.

"In general compliance with the comprehensive plan" should be construed as meaning the requested zoning is recognized as being in a transition area and that the requested zoning (i) is currently contiguous, or is reasonably anticipated to be contiguous in the future, to specifically recommended and desirable zoning of like type, character or compatibility, (ii) is complementary with objectives specifically recommended in the Horizons Plan (or addendum to the plan), (iii) is not anticipated to create or have an unacceptable impact on adjacent area properties or travel ways, and (iv) preserves the desired urban form. It is recognized that in the absence of more detailed plans, subjective decisions must be made concerning the scale, dimension, configuration, and location of the requested zoning in the particular case. Staff is not recommending approval of the requested zoning; however, staff does not have any specific objection to the

requested zoning.

The Planning and Zoning Commission voted to approve the request at its March 15, 2016 meeting.

If the City Council determines to approve the zoning map amendment, a motion to adopt the attached zoning map amendment ordinance will accomplish this. The ordinance includes the statutorily required statement describing whether the action taken is consistent with the comprehensive plan and explaining why Council considers the action taken to be reasonable and in the public interest.

If City Council determines to deny the zoning map amendment, in order to comply with this statutory requirement, it is recommended that the motion be as follows:

Motion to deny the request to rezone and to make a finding and determination that the rezoning request is inconsistent with the adopted comprehensive plan including, but not limited to, Objective UF 20 to concentrate higher intensity uses in employment and focus areas, and further that the denial of the rezoning request is reasonable and in the public interest due to the rezoning request does not promote, in addition to the furtherance of other goals and objectives, the safety and general welfare of the community by concentrating higher intensive uses in focus areas which helps to preserve the carrying capacity of streets.

Note: In addition to the other criteria, the Planning and Zoning Commission and City Council shall consider the entire range of permitted and special uses for the existing and proposed zoning districts as listed under Title 9, Chapter 4, Article D of the Greenville City Code.

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

Attachments / click to download

- [Attachments](#)
- [Ordinance_WGB_Properties_Inc_1024718](#)
- [Minutes_WGB_Properties_Inc_1024317](#)
- [List_of_Uses_CG_to_OR_1023643](#)

LOCATION: Located along the northern right-of-way of Clifton Street and the eastern right-of-way of Evans Street.

DESCRIPTION: All that certain tract or parcel of land lying and being situated in the City of Greenville, Greenville Township, Pitt County, North Carolina, bounded on the north by the City of Greenville property, East Carolina University property and the State of North Carolina property, on the east by Cypress Creek Townhomes and Cypress Creek Lane, on the south by Clifton Street and on the west by Kenneth McGee property and Evans Street and being described by metes and bounds as follows:

BEGINNING at a point in the eastern right of way line of Evans Street, said point being the northwest corner of the Kenneth J. McGee property described in Deed Book 1118, page 717, thence leaving the McGee property and with the eastern right of way line of Evans Street N15°58'33"E 237.75 feet to a point in the centerline of Green Mill Run, a common corner with the City of Greenville property as shown on a map recorded in Map Book 27, page 117, thence leaving Evans Street and with the southern line of the City of Greenville property, meandering along the centerline of Green Mill Run N68°29'25"E 88.35 feet, N52°34'10"E 172.49 feet, N40°30'02"E 54.97 feet, N21°22'09"E 48.10 feet, N71°41'51"E 22.19 feet, S75°21'16"E 34.76 feet to a point in Green Mill Run, a common corner with the City of Greenville property and the East Carolina University property, thence leaving the City of Greenville property and Green Mill Run and with the southern line of the East Carolina University property S44°32'24"E 355.85 feet to a point in said line, a common corner with the State of North Carolina property recorded in Deed Book 564, page 256, thence leaving the East Carolina University property and the State of North Carolina property S49°29'21"W 179.02 feet, thence S59°50'40"E 151.02 feet to a point in said line, a common corner with the Cypress Creek Townhomes, thence leaving the State of North Carolina property and with the Cypress Creek Townhomes S00°14'31"W 98.58 feet, S22°20'22"E 321.24 feet to a point in the western right of way line of Cypress Creek Lane, thence leaving Cypress Creek Townhomes and with the western right of way line of Cypress Creek Lane S59°21'39"W 49.04 feet, S67°12'56"W 76.01 feet, thence N75°22'09"W 37.16 feet to a point where the western right of way line of Cypress Creek Lane intersects with the northern right of way of Clifton Street, thence with the northern right of way of Clifton Street along a curve in a counter clockwise direction, said curve having a radius of 415.04 feet, a chord bearing of N50°20'56"W, and a chord distance of 292.22 feet, thence continuing with said right of way N73°55'17"W 258.73 feet to a point, said point being the southeast corner of the Kenneth McGee property recorded in Deed Book 1118, page 717, thence leaving Clifton Street and with the McGee property N15°58'33"E 135.00 feet, thence N73°55'17"W 180.00 feet to the POINT OF BEGINNING, containing 7.87 acres more or less as shown on Rivers and Associates, Inc. drawing Z-2608, dated January 19, 2016 entitled REZONING MAP FOR WGB PROPERTIES, INC. which by reference is made a part hereof for a more detailed description.

Section 2. That the Director of Community Development is directed to amend the zoning map of the City of Greenville in accordance with this ordinance.

Section 3. That all ordinances and clauses of ordinances in conflict with this ordinance are hereby repealed.

Section 4. That this ordinance shall become effective upon its adoption.

ADOPTED this 14th day of April, 2016.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

Doc. # 1024718

Excerpt from the DRAFT Planning & Zoning Commission Minutes (03/15/2016)

ORDINANCE REQUESTED BY WGB PROPERTIES, INCORPORATED TO REZONE 7.87 ACRES LOCATED ALONG THE NORTHERN RIGHT-OF-WAY OF CLIFTON STREET AND THE EASTERN RIGHT-OF-WAY OF EVANS STREET FROM CG (GENERAL COMMERCIAL) TO OR (OFFICE-RESIDENTIAL [HIGH DENSITY MULTI-FAMILY]) - APPROVED

Ms. Gooby, Planner, advised the Commission that an email from an adjoining property owner had been distributed prior to the meeting. She delineated the property. It is located near the intersection of Evans Street and Arlington Boulevard and specifically along Clifton Street. Currently, the property is vacant. Cypress Creek Townhomes are adjacent. There is a 20-foot greenway easement across the property. This greenway will connect Evans Street to the ECU Stadium. The property is impacted by the floodway and 100 and 500-year floodplains. Since the rezoning is from commercial to multi-family, there would be a decrease in traffic. Under the current zoning (CG), the property could accommodate 50,000+/- square feet of commercial/retail space. Under the proposed zoning (OR), the property could accommodate 100-110 multi-family units. The Future Land Use Plan Map recommends commercial at the intersection of Evans Street and Arlington Boulevard transitioning to office/institutional/multi-family and conservation/open space. The Future Land Use Plan Map is not dimensionally or site specific. The property is located at a transition area. In staff's opinion, the request is in general compliance with Horizons: Greenville's Community Plan and the Future Land Use Plan Map. The property is adjacent to similar zoning and the area properties have a similar zoning pattern already in place. This zoning pattern is in keeping with the Horizons Plan that OR zoning is a buffer to commercial zoning. General compliance means that staff is not recommending approval but has no specific objection.

Scott Godefroy, City Engineer, stated that development in the floodplain is possible but there are mitigation measures.

Ms. Leech asked for information regarding drainage of Evans Street due to elevation.

Mr. Scott Godefroy, City Engineer, stated there is a big difference in elevation and any development will require stormwater detention for a 10-year storm.

Ms. Bellis asked about the culvert on Arlington Boulevard near JH Rose High School.

Mr. Godefroy stated that the culvert is designed for the 10-year storm.

Chairman Parker opened the public hearing.

Jim Walker, Rivers and Associates, representative of the applicant spoke in favor of the request. He stated that there is only about 4.3 developable acres. The property has been zoned for commercial for over 40 years and has never been developed. The proposed zoning will decrease traffic.

Mollye Otis, adjacent property owner at Cypress Creek Townhomes, spoke in opposition to the request. She stated she had a petition with 13 of the 21 property owners who oppose the rezoning. They do not want high density multi-family. The quality of life will be diminished, vehicular and pedestrian traffic will increase. The greenway could increase the possibility of drug activity and crime. The residents should be included in the development of the property. The neighborhood does not want any development especially student housing.

Chairman Parker stated that the property is currently zoned commercial and could be developed as such at any time.

Barbara Dunlap, adjacent property owner at Cypress Creek Townhomes, spoke in opposition to the request. She stated that the wetlands are not suitable for development. The rezoning could increase traffic and it is already difficult to get in and out of the neighborhood. Senior citizens in the neighborhood will not feel safe.

Mr. Herring asked if Ms. Dunlap thought tax values would decrease.

Ms. Dunlap stated yes and that people would move out of the neighborhood.

Kristie Anderson, adjacent property owner at Cypress Creek Townhomes, spoke in opposition to the request. She stated that Cypress Creek is secluded and private with amenities in close proximity. The development will lower property values. She wants to keep the commercial zoning.

Diane Wade, adjacent property owner at Cypress Creek Townhomes, spoke in opposition to the request. She is concerned about run off because Cypress Creek does not have curb and gutter.

Dagmar Hermann-Estes, adjacent property owner at Cypress Creek Townhomes, spoke in opposition to the request.

Jim Walker, Rivers and Associates, representative of the applicant spoke in rebuttal. He stated that the property could be developed at any time, but there is no market for commercial zoning.

No rebuttal in opposition made.

Chairman Parker closed the public hearing and opened for board discussion.

Ms. Leech stated that Evans Street and Arlington Boulevard is a busy intersection and there needs to be care with new development.

Chairman Parker asked staff for the zoning of Cypress Creek and the uses for the requested rezoning.

Ms. Gooby stated Cypress Creek is zoned OR and referred the Commission to the List of Uses for CG and OR in the Commission's packet.

Mr. Mills stated that the request is for the same zoning as Cypress Creek Townhomes. It has proximity to the greenway and runoff standards are better now than older developments.

Mr. Collins stated that the neighborhood would rather take a chance of what could be developed on the property with its current zoning.

Chairman Parker stated that the property could foreseeable have a big box retailer in the future.

Mr. Schrade stated that the rezoning could result in a decrease in traffic, the zoning is complementary with the greenway. Runoff will be addressed at the time of development.

Mr. Herring stated he feels the concerns of the neighbors. The proposed request is good.

Mr. Robinson asked about the buffer requirements from the current and proposed zoning.

Ms. Gooby stated that buffer requirements are prescribed on the Bufferyard Setback and Vegetation Screening Chart in the Commission's packet.

Motion made by Mr. Herring, seconded by Mr. Schrade, to recommend approval of the proposed amendment to advise that it is consistent with the Comprehensive Plan and other applicable plans and to adopt the staff report which addresses plan consistency and other matters. In favor: Herring, Schrade, Reid, Bellis, Mills. Opposed: Collins, King, Leech. Motion carried.

EXISTING ZONING

CG (General Commercial)

Permitted Uses

(1) General:

- a. Accessory use or building
- b. Internal service facilities
- c. On-premise signs per Article N
- e. Temporary uses; of listed district uses
- f. Retail sales; incidental
- g. Incidental assembly of products sold at retail or wholesale as an accessory to principle use

*(2) Residential: * None*

*(3) Home Occupations (see all categories):*None*

(4) Governmental:

- b. City of Greenville municipal government building or use. (See also section 9-4-103)
- c. County or state government building or use not otherwise listed; excluding outside storage and major or minor repair
- d. Federal government building or use
- g. Liquor store, state ABC

(5) Agricultural/ Mining:

- a. Farming; agriculture, horticulture, forestry (see also section 9-4-103)

(6) Recreational/ Entertainment:

- f. Public park or recreational facility
- h. Commercial recreation; indoor only, not otherwise listed
- j. Bowling alleys
- n. Theater; movie or drama, indoor only
- q. Circus, carnival or fair, temporary only (see also section 9-4-103)
- s. Athletic Club; indoor only

(7) Office/ Financial/ Medical:

- a. Office; professional and business, not otherwise listed
- b. Operation/processing center
- d. Bank, savings and loan or other savings or investment institutions
- e. Medical, dental, ophthalmology or similar clinic, not otherwise listed
- g. Catalogue processing center

(8) Services:

- c. Funeral home
- e. Barber or beauty shop
- f. Manicure, pedicure, or facial salon
- k. Business or trade school
- o. Church or place of worship (see also section 9-4-103)
- q. Museum
- r. Art Gallery
- s. Hotel, motel, bed and breakfast inn; limited stay lodging (see also residential quarters for resident manager, supervisor or caretaker and section 9-4-103)
- u. Art studio including art and supply sales
- v. Photography studio including photo and supply sales
- y.(1) Television and/or radio broadcast facilities including receiving and transmission equipment and

towers not exceeding 200 feet in height or cellular telephone and wireless communication towers not exceeding 200 feet in height (see also section 9-4-103)

- z. Printing or publishing service including graphic art, map, newspapers, magazines and books
- aa. Catering service including food preparation (see also restaurant; conventional and fast food)
- hh. Exercise and weight loss studio; indoor only
- kk. Launderette; household users
- ll. Dry cleaners; household users
- oo. Clothes alteration or shoe repair shop
- pp. Automobile wash

(9) Repair:

- g. Jewelry, watch, eyewear or other personal item repair

(10) Retail Trade:

- a. Miscellaneous retail sales; non-durable goods, not otherwise listed
- c. Grocery; food or beverage, off premise consumption (see also Wine Shop)
- c.1 Wine shop (see also section 9-4-103)
- d. Pharmacy
- e. Convenience store (see also gasoline sales)
- f. Office and school supply, equipment sales
- g. Fish market; excluding processing or packing
- h. Restaurant; conventional
- i. Restaurant; fast food
- k. Medical supply sales and rental of medically related products
- l. Electric; stereo, radio, computer, television, etc. sales and accessory repair
- m. Appliance; household use, sales and accessory repair, excluding outside storage
- p. Furniture and home furnishing sales not otherwise listed
- q. Floor covering, carpet and wall covering sales
- r. Antique sales; excluding vehicles
- s. Book or card store, news stand
- t. Hobby or craft shop
- u. Pet shop (see also animal boarding; outside facility)
- v. Video or music store; records, tape, compact disk, etc. sales
- w. Florist
- x. Sporting goods sales and rental shop
- y. Auto part sales (see also major and minor repair)
- aa. Pawnbroker
- bb. Lawn and garden supply and household implement sales and accessory sales
- ee. Christmas tree sales lot; temporary only (see also section 9-4-103)

(11) Wholesale/ Rental/ Vehicle- Mobile Home Trade:

- b. Rental of home furniture, appliances or electronics and medically related products (see also (10)k.)
- c. Rental of cloths and accessories; formal wear, etc.

(12) Construction:

- c. Construction office; temporary, including modular office (see also section 9-4-103)
- e. Building supply; lumber and materials sales, plumbing and/or electrical supply excluding outside storage
- f. Hardware store

(13) Transportation:

- c. Taxi or limousine service
- h. Parking lot or structure; principal use

*(14) Manufacturing/ Warehousing: * None*

(15) *Other Activities (not otherwise listed - all categories):** None

CG (General Commercial)
Special Uses

(1) *General:** None

(2) *Residential:*

i. Residential quarters for resident manager, supervisor or caretaker; excluding mobile home

(3) *Home Occupations (see all categories):** None

(4) *Governmental:*

a. Public utility building or use

(5) *Agricultural/ Mining:** None

(6) *Recreational/ Entertainment:*

d. Game center

l. Billiard parlor or pool hall

m. Public or private club

t. Athletic club; indoor and outdoor facilities

(7) *Office/ Financial/ Medical:*

c. Office; customer services, not otherwise listed, including accessory service delivery vehicle parking and indoor storage

f. Veterinary clinic or animal hospital (see also animal boarding; outside facility, kennel and stable)

(8) *Services:*

a. Child day care facilities

b. Adult day care facilities

l. Convention center; private

(9) *Repair:*

a. Major repair; as an accessory or principal use

b. Minor repair; as an accessory or principal use

(10) *Retail Trade:*

b. Gasoline or automotive fuel sales; accessory or principal use, retail

j. Restaurant; regulated outdoor activities

n. Appliances; commercial use, sales and accessory repair, excluding outside storage

(11) *Wholesale/ Rental/ Vehicle- Mobile Home Trade:*

d. Rental of automobiles, noncommercial trucks or trailers, recreational vehicles, motorcycles and boats

f. Automobile, truck, recreational vehicle, motorcycle and boat sales and service (see also major and minor repair)

(12) *Construction:** None

(13) *Transportation:** None

(14) *Manufacturing/ Warehousing:*

k. Mini-storage warehouse, household; excluding outside storage

(15) *Other Activities (not otherwise listed - all categories):*

- a. Other activities; personal services not otherwise listed
- b. Other activities; professional activities not otherwise listed
- c. Other activities; commercial services not otherwise listed
- d. Other activities; retail sales not otherwise listed

PROPOSED ZONING

OR (Office-Residential)

Permitted Uses

(1) General:

- a. Accessory use or building
- b. Internal service facilities
- c. On-premise signs per Article N
- f. Retail sales incidental

(2) Residential:

- b. Two-family attached dwelling (duplex)
- c. Multi-family development per Article 1
- k. Family care home (see also section 9-4-103)
- n. Retirement center or home
- o. Nursing, convalescent center or maternity home; major care facility
- p. Board or rooming house
- q. Room renting

*(3) Home Occupations (see all categories):*None*

(4) Governmental:

- b. City of Greenville municipal government building or use (see also section 9-4-103)
- c. County or state government building or use not otherwise listed; excluding outside storage and major or minor repair
- d. Federal government building or use

(5) Agricultural/ Mining:

- a. Farming; agriculture, horticulture, forestry (see also section 9-4-103)

(6) Recreational/ Entertainment:

- f. Public park or recreational facility
- g. Private noncommercial park or recreation facility

(7) Office/ Financial/ Medical:

- a. Office; professional and business, not otherwise listed
- b. Operational/processing center
- c. Office; customer service not otherwise listed, including accessory service delivery vehicle parking and indoor storage
- d. Bank, savings and loan or other savings or investment institutions
- e. Medical, dental, ophthalmology or similar clinic, not otherwise listed

(8) Services:

- c. Funeral home
- e. Barber or beauty shop
- f. Manicure, pedicure, or facial salon
- g. School; junior and senior high (see also section 9-4-103)
- h. School; elementary (see also section 9-4-103)
- i. School; kindergarten or nursery (see also section 9-4-103)

- j. College or other institutions of higher learning
- k. Business or trade school
- n. Auditorium
- o. Church or place of worship (see also section 9-4-103)
- p. Library
- q. Museum
- r. Art Gallery
- u. Art studio including art and supply sales
- v. Photography studio including photo and supply sales
- w. Recording studio
- x. Dance studio
- bb. Civic organizations
- cc. Trade or business organizations

(9) *Repair*:* None

(10) *Retail Trade*:

- s. Book or card store, news stand
- w. Florist

(11) *Wholesale/ Rental/ Vehicle- Mobile Home Trade*:* None

(12) *Construction*:

- a. Licensed contractor; general, electrical, plumbing, mechanical, etc. excluding outside storage
- c. Construction office; temporary, including modular office (see also section 9-4-103)

(13) *Transportation*:* None

(14) *Manufacturing/ Warehousing*: * None

(15) *Other Activities (not otherwise listed - all categories)*:* None

OR (Office-Residential)

Special Uses

(1) *General*:* None

(2) *Residential*:

- d. Land use intensity multifamily (LUI) development rating 50 per Article K
- e. Land use intensity dormitory (LUI) development rating 67 per Article K
- i. Residential quarters for resident manager, supervisor or caretaker; excluding mobile home
- o.(1). Nursing, convalescent center or maternity home; minor care facility
- r. Fraternity or sorority house

(3) *Home Occupations (see all categories)*:* None

(4) *Governmental*:

- a. Public utility building or use

(5) *Agricultural/ Mining*:* None

(6) *Recreational/ Entertainment*:

- c.(1). Tennis club; indoor and outdoor facilities
- h. Commercial recreation; indoor only, not otherwise listed

(7) Office/ Financial/ Medical:

- f. Veterinary clinic or animal hospital (also see animal boarding; outside facility, kennel and stable)

(8) Services:

- a. Child day care facilities
- b. Adult day care facilities
- l. Convention center; private
- s. Hotel, motel, bed and breakfast inn; limited stay lodging (see also residential quarters for resident manager, supervisor or caretaker and section 9-4-103)
- ff. Mental health, emotional or physical rehabilitation center

*(9) Repair: * None*

(10) Retail Trade:

- h. Restaurant; conventional
- j. Restaurant; regulated outdoor activities

*(11) Wholesale/ Rental/ Vehicle- Mobile Home Trade: * None*

*(12) Construction: * None*

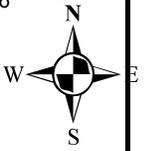
(13) Transportation:

- h. Parking lot or structure; principle use

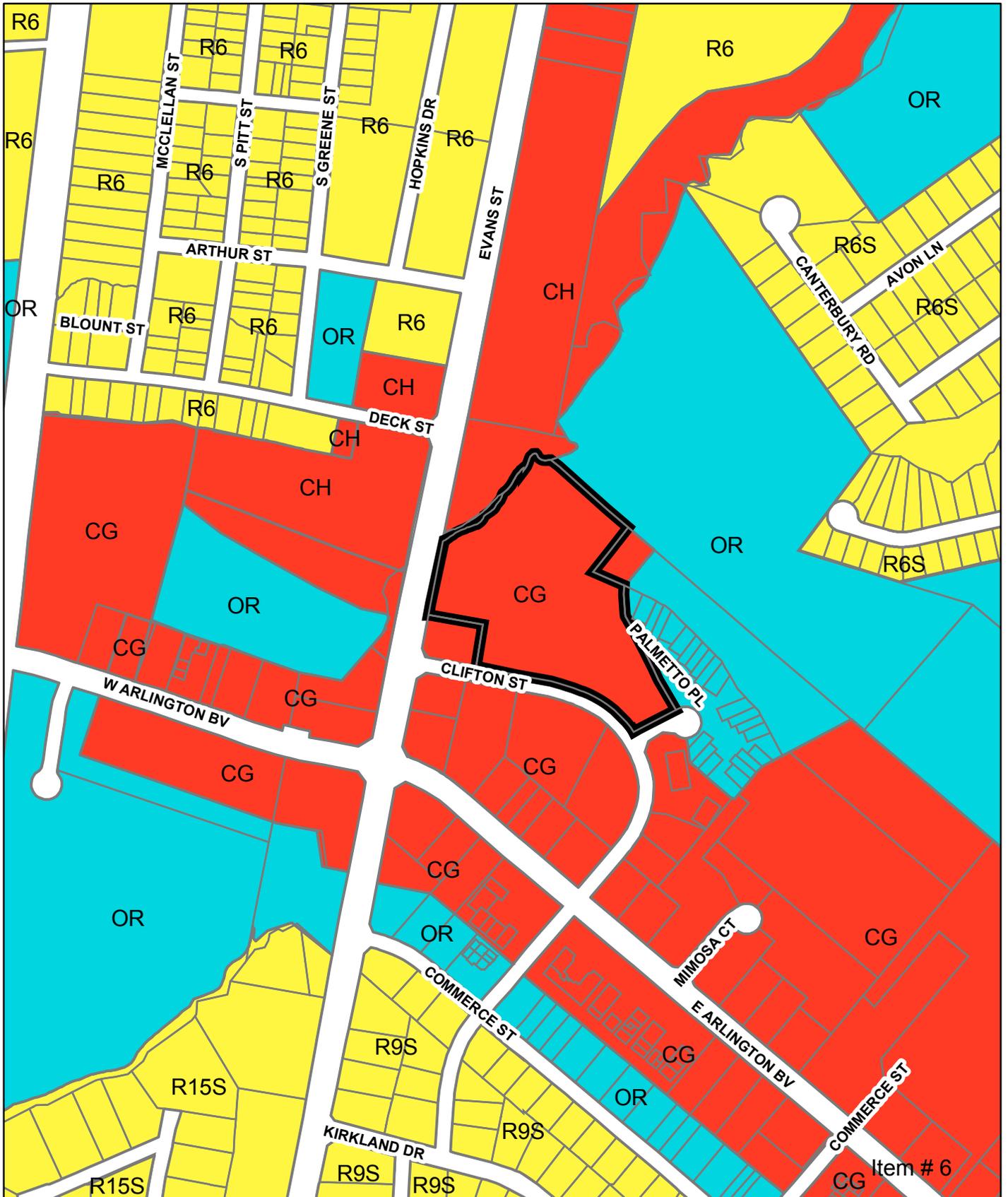
*(14) Manufacturing/ Warehousing: * None*

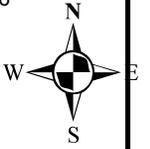
(15) Other Activities (not otherwise listed - all categories):

- a. Other activities; personal services not otherwise listed
- b. Other activities; professional services not otherwise listed



WGB Properties, Incorporated
From: CG (General Commercial)
To: OR (Office-Residential [High Density Multi-family])
7.87 acres
March 1, 2016





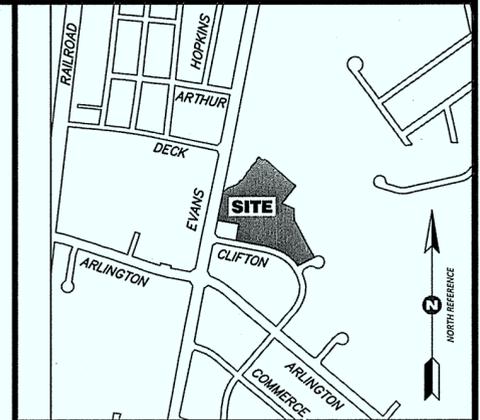
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7.87 acres
March 1, 2016



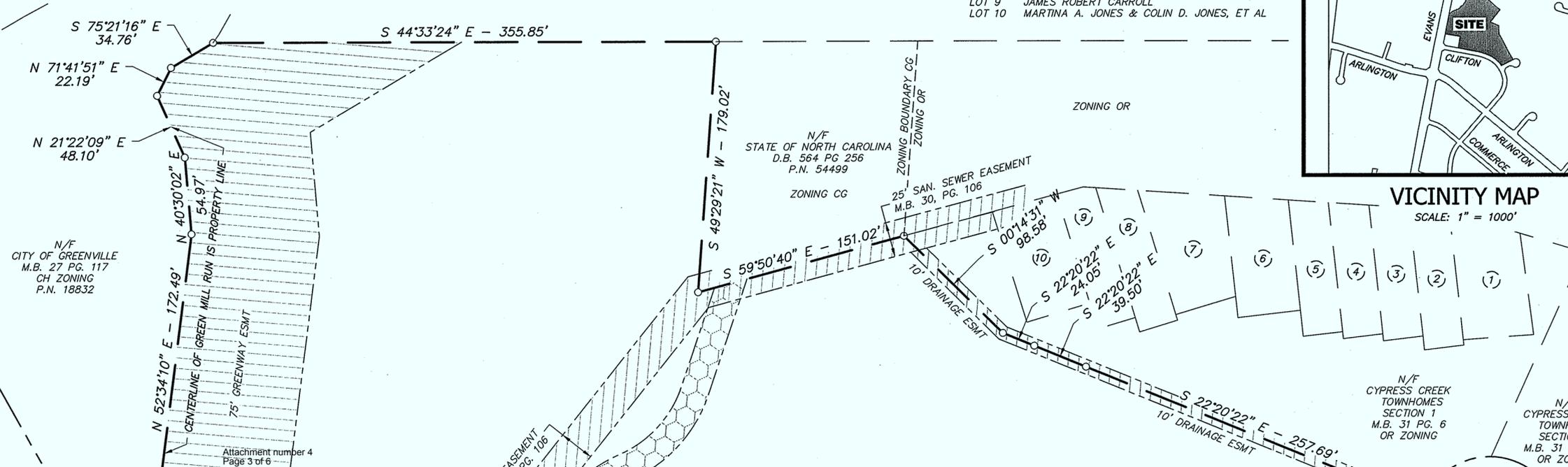
N/F
LOUIS CHESTERFIELD ARTHUR, III
JULIA D. ARTHUR
D.B. 3051 PG. 321
CH ZONING
P.N. 00598

N/F
EAST CAROLINA UNIVERSITY
OR ZONING
P.N. 37969

CYPRESS CREEK TOWNHOMES
LOT 1-2 JAMES GARLAND TAYLOR & APRIL LEE TAYLOR
LOT 3 DIANA WALLEIGH
LOT 4 KENT E. NELSON & LIBBY C. NELSON
LOT 5 MOLLYE OTIS
LOT 6 TYREE WALKER & RUTH M. WALKER
LOT 7 DONNA J. PRESTON
LOT 8 BARBARA A. WOODS
LOT 9 JAMES ROBERT CARROLL
LOT 10 MARTINA A. JONES & COLIN D. JONES, ET AL



VICINITY MAP
SCALE: 1" = 1000'



TAX PARCEL 38622
EXISTING ZONING CG
PROPOSED ZONING OR
AREA = 7.87 ACRES
OR 342,851 SF

- LEGEND:**
- UC ZONING = URBAN CORE
 - CD ZONING = COMMERCIAL DEVELOPMENT
 - N/F = NOW OR FORMERLY
 - R/W = RIGHT OF WAY
 - B/B = BACK TO BACK
 - P.N. = PARCEL NUMBER
 - D.B. = DEED BOOK
 - M.B. = MAP BOOK
 - PG. = PAGE
- REZONING LINE _____
- ADJACENT OWNER LINE _____
- RIGHT OF WAY LINE _____
- PLATTED LOT NUMBER (5)

- NOTES:**
- 1) AREA DETERMINED BY COORDINATES.
 - 2) ALL DISTANCES ARE HORIZONTAL MEASUREMENTS.
 - 3) NO POINT SET AT ANY CORNER UNLESS OTHERWISE NOTED.
 - 4) THIS MAP WAS PREPARED FOR REZONING PURPOSES ONLY AND IS NOT A BOUNDARY SURVEY OF THE PROPERTIES SHOWN HEREON.
 - 5) EXISTING ZONING WAS TAKEN FROM THE OFFICIAL ZONING MAP, THE CITY OF GREENVILLE, DATED APRIL 22, 2005 AND THE CITY OF GREENVILLE SPATIAL DATA EXPLORER WEB SITE.
 - 6) BOUNDARY INFORMATION SHOWN HEREON WAS DRAWN, FROM A SURVEY BY BALDWIN AND ASSOCIATES, RECORDED IN MAP BOOK 55, PAGE 24 AND DOES NOT REPRESENT A FIELD BOUNDARY SURVEY BY RIVERS AND ASSOCIATES, INC.
 - 7) STREET SECTION WIDTHS WERE TAKEN FROM THE GREENVILLE URBAN AREA THROUGHFARE STREET INVENTORY OR MAPS REFERENCED HEREON.
 - 8) ADJOINING PROPERTY DATA WAS TAKEN FROM THE PITT COUNTY ONLINE PARCEL INFORMATION WEB SITE AND HAS NOT BEEN VERIFIED FOR ACCURACY OR CORRECTNESS.

CERTIFICATION

NORTH CAROLINA PITT COUNTY

I, JAMES M. WALKER, PROFESSIONAL LAND SURVEYOR CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM DEEDS AND OR MAPS AS REFERENCED HEREON, AND DOES NOT REPRESENT A FIELD BOUNDARY SURVEY BY MYSELF OR RIVERS AND ASSOCIATES, INC.; I FURTHER CERTIFY PURSUANT TO G.S. 47-30 (F)(11)D, THAT THIS SURVEY IS OF ANOTHER CATEGORY. REZONING MAP. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 19 DAY OF Jan., 2016.

SIGNED: *James M. Walker*
PROFESSIONAL LAND SURVEYOR

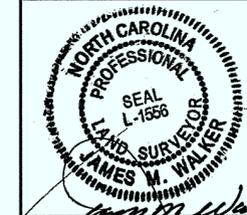
REGISTRATION NUMBER L-1556

REZONED AREA:
TOTAL = 342,851 S.F. ±
7.87 ACRES ±

REFERENCES:
D.B. A50, PG. 747
M.B. 30, PG. 106
P.N. 38622

OWNER:
WGB PROPERTIES, INC.
P.O. BOX 7226
GREENVILLE, N.C. 27835
PHONE: (252) 758-1081

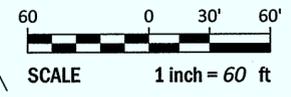
REVISED 3-2-16 PER CITY COMMENTS



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

REZONING MAP FOR
WGB PROPERTIES, INC.

DATE: 01-19-2016	CITY OF GREENVILLE	GREENVILLE TOWNSHIP	PITT COUNTY	NORTH CAROLINA
SURVEY: N/A	DRAFT: JT	SCALE: 1" = 60'	DRAWING NO. Z-2608	SHEET 1 OF 1
DESIGN: _____	CHECK: JMW	JOB NO. 2015181		



P:\LandDev\WGB Properties - Cypress Creek Office Condominium - 2015181\CAD\2-2608_REZ.dwg-Layout1; PHILK2-Mar-16 @ 10:11:02 AM

04/30/07

BUFFERYARD SETBACK AND VEGETATION SCREENING CHART

For Illustrative Purposes Only

Bufferyard Requirements: Match proposed land use with adjacent permitted land use or adjacent vacant zone/nonconforming use to determine applicable bufferyard.

PROPOSED LAND USE CLASS (#)	ADJACENT PERMITTED LAND USE CLASS (#)					ADJACENT VACANT ZONE OR NONCONFORMING USE		PUBLIC/PRIVATE STREETS OR R.R.
	Single-Family Residential (1)	Multi-Family Residential (2)	Office/Institutional, light Commercial, Service (3)	Heavy Commercial, Light Industry (4)	Heavy Industrial (5)	Residential (1) - (2)	Non-Residential (3) - (5)	
Multi-Family Development (2)	C	B	B	B	B	C	B	A
Office/Institutional, Light Commercial, Service (3)	D	D	B	B	B	D	B	A
Heavy Commercial, Light Industry (4)	E	E	B	B	B	E	B	A
Heavy Industrial (5)	F	F	B	B	B	F	B	A

Bufferyard A (street yard)		
Lot Size	Width	For every 100 linear feet
Less than 25,000 sq.ft.	4'	2 large street trees
25,000 to 175,000 sq.ft.	6'	2 large street trees
Over 175,000 sq.ft.	10'	2 large street trees

Street trees may count toward the minimum acreage.

Bufferyard B (no screen required)	
Lot Size	Width
Less than 25,000 sq.ft.	4'
25,000 to 175,000 sq.ft.	6'
Over 175,000 sq.ft.	10'

Bufferyard C (screen required)	
Width	For every 100 linear feet
10'	3 large evergreen trees 4 small evergreens 16 evergreen shrubs

Where a fence or evergreen hedge (additional materials) is provided, the bufferyard width may be reduced to eight (8) feet.

Bufferyard D (screen required)	
Width	For every 100 linear feet
20'	4 large evergreen trees 6 small evergreens 16 evergreen shrubs

Bufferyard width may be reduced by fifty (50%) percent if a fence, evergreen hedge (additional material) or earth berm is provided.

Bufferyard E (screen required)	
Width	For every 100 linear feet
30'	6 large evergreen trees 8 small evergreens 26 evergreen shrubs

Bufferyard width may be reduced by fifty (50%) percent if a fence, evergreen hedge (additional material) or earth berm is provided.

Bufferyard F (screen required)	
Width	For every 100 linear feet
50'	8 large evergreen trees 10 small evergreens 36 evergreen shrubs

Bufferyard width may be reduced by fifty (50%) percent if a fence, evergreen hedge (additional material) or earth berm is provided.

Parking Area: Thirty (30) inch high screen required for all parking areas located within fifty (50) feet of a street right-of-way.

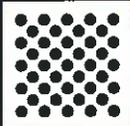
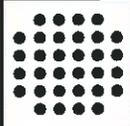
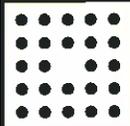
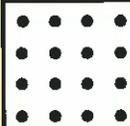
Residential Density		
Maximum density allowed by Zoning District based on average of 2.67 persons per dwelling unit		
High Density		
R6 R6-N R6-MH OR CDF	17 units per acre yields 45 persons per acre	
PUD	12 units per acre yields 32 persons per acre	
Medium Density		
R6-A	9 units per acre yields 24 persons per acre	
R6-S	7 units per acre yields 19 persons per acre	
R9	6 units per acre yields 16 persons per acre	
R9-S	5 units per acre yields 13 persons per acre	
Low Density		
RA-20 MRS	4 units per acre yields 11 persons per acre	
R15-S	3 units per acre yields 8 persons per acre	

Illustration: Maximum allowable density in Residential Zoning Districts

Chantae Gooby

From: Libby Nelson <libbynelson98@gmail.com>
Sent: Tuesday, March 15, 2016 4:32 PM
To: Chantae Gooby
Subject: meeting 3-15-2016

Planning and Zoning board: We regret that we cannot make this meeting because we live in Asheville which is over 5 hours away. We do not want to see a residential development backing up to Cypress Creek townhomes..Our community is a mixture of professionals and retirement group. We don't think adding more traffic on Clifton street, that is a short cut between Arlington and Evans is a plus for Greenville. Especially adding congestion to the RxR on Arlington also. Please DO NOT PASS THIS REZONING... thank you Kent and Libby Nelson #4 Palmetto Place Greenville NC



City of Greenville, North Carolina

Meeting Date: 4/14/2016
Time: 6:00 PM

Title of Item: Resolution authorizing an application to the Federal Transit Administration (FTA) for a Section 5339 grant for federal capital assistance for Greenville Area Transit (GREAT) for the replacement of two buses

Explanation: **Abstract:** The City recently received an allocation of FTA funding for the replacement of two buses. Obtaining this funding requires a public hearing and the approval of a resolution to approve the grant request and authorize the execution of grant documents.

Explanation: Attached for City Council consideration is a resolution authorizing the filing and execution of a federal grant application for capital funds designated for the City of Greenville to assist with the replacement of two buses. The federal funds are available to reimburse the City for 80% of the replacement costs.

The City Council has previously authorized the City Manager to file and execute all FTA grant applications. Once City Council adopts the attached resolution, the City Manager will file and execute the application.

Fiscal Note: The federal funds allocated equal \$1,040,000. The matching funds equal \$260,000 and are already included in the vehicle replacement fund. No new City funding is needed.

Recommendation: Conduct a public hearing to receive comments on the proposed grant application and adopt the attached resolution approving the grant request and authorizing the filing and execution of the application for these federal funds.

Attachments / click to download

 [FY16 City Council Bus Replacement FTA Grant Resolutions 1022111](#)

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION TO THE
FEDERAL TRANSIT ADMINISTRATION FOR A SECTION 5339 FEDERAL GRANT
FOR CAPITAL ASSISTANCE FOR GREENVILLE AREA TRANSIT

WHEREAS, the Federal Transportation Administrator has been delegated authority to award Federal financial assistance for a transportation project;

WHEREAS, the contract for financial assistance will impose certain obligations upon the Applicant, including the provision by the Applicant of the local share of the project cost;

WHEREAS, the Applicant has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project;

WHEREAS, it is required by the U. S. Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964 as amended, that the applicant give an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the U. S. Department of Transportation requirements thereunder; and

WHEREAS, it is the goal of the applicant that minority business enterprise be utilized to the fullest extent possible in connection with this project.

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

1. That the City Manager is authorized to execute and file applications on behalf of the City of Greenville with the Federal Transit Administration and the North Carolina Department of Transportation to aid in the financing of planning, capital, and/or operating assistance projects authorized by 49 U.S.C. Chapter 53, Title 23, United States Code, and other Federal and State Statutes authorizing a project administered by the Federal Transit Administration and/or the North Carolina Department of Transportation.
2. That the City Manager is authorized to execute and file the Annual Certifications and Assurances and other documents the Federal Transit Administration requires before awarding a Federal assistance grant or cooperative agreement.
3. That the City Manager is authorized to submit additional information as the Federal Transit Administration or the North Carolina Department of Transportation may require in connection with the application or project.
4. That the City Manager is authorized to set forth and execute affirmative minority business policies in connection with the project.

5. That the City Manager is authorized to execute grant and cooperative agreements with the Federal Transit Administration and the North Carolina Department of Transportation on behalf of the City of Greenville.

ADOPTED this the 14th day of April, 2016.

Allen M. Thomas, Mayor

CERTIFICATION

The undersigned duly qualified City Clerk, acting on behalf of the City of Greenville, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Greenville City Council on April 14, 2016.

Carol L. Barwick, City Clerk

Date

SEAL



City of Greenville, North Carolina

Meeting Date: 4/14/2016
Time: 6:00 PM

Title of Item: Presentation of design and status of the Greenville Transportation Activity Center Project

Explanation: **Abstract:** A presentation of the Greenville Transportation Activity Center (GTAC) design and project status will be provided to City Council by the project Architectural/Engineering firm Kling-Stubbins Inc. d.b.a. Jacobs. GTAC is projected to begin construction during the fall of 2016 and be completed by the fall of 2017. The total project fund available for the GTAC project is approximately \$8.4 million.

Explanation: The Public Works Department has been working with Kling-Stubbins Inc. d.b.a. Jacobs to complete the design of the Greenville Transportation Activity Center (GTAC). The design is nearing completion, and the bid request for the project is projected to be advertised in May of 2016. During this presentation, City Council will be presented the GTAC project design and estimated project costs and will be updated on the proposed project schedule. A total project fund of approximately \$8.4 million is available for the GTAC project.

Fiscal Note: This is a design and status report presentation only of the GTAC Project.

Recommendation: Staff is presenting the project design and update of the GTAC Project to City Council for informational purposes and to receive comments from the Council prior to bidding the project.

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Attachments / [click to download](#)



City of Greenville, North Carolina

Meeting Date: 4/14/2016
Time: 6:00 PM

Title of Item: Town Common Phase I Schematic Design Presentation

Explanation: **Abstract:** The 2015-16 Fiscal Year budget included \$250,000 for Town Common Phase I Design Development. On December 10, 2015, City Council approved the contract award to Rhodeside & Harwell, Inc. (RHI) for 30% Design Development Documents. RHI will present two schematic design alternatives for the design development phase to gain City Council and public input.

Explanation: Since the approval of the contact, RHI has been working with the City of Greenville to complete the Basis for Design task order of the contract. This task order included project organization, public input meetings, study area analysis, existing conditions analysis, and schematic design alternatives.

In January 2016, RHI completed the area and existing conditions analysis, and facilitated a series of meetings with City staff, focus groups, and stakeholders. Using input gathered at the meetings, RHI completed two schematic design alternatives. Having completed the Basis for Design task order, RHI will be in attendance to discuss the design process, present the findings from the input meetings, and present two schematic design alternatives for the City's consideration. The final schematic plan will be based on input from the City.

Fiscal Note: City Council previously approved the contract with Rhodeside & Harwell, Inc. for 30% design development for an amount not to exceed \$98,686.

Recommendation: Receive a presentation on the two schematic design alternatives for the Town Common Phase I Design Development Project.

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City of Greenville, North Carolina

Meeting Date: 4/14/2016
Time: 6:00 PM

Title of Item: Series Resolution for Greenville Utilities Commission 2016 Revenue Bonds Issuance

Explanation: **Abstract:** Greenville Utilities Commission seeks adoption by City Council of a Series Resolution to refinance existing bonds at a lower interest rate with a net present savings of approximately \$2 million and to fund up to \$43.5 million in capital projects.

Explanation: In February 2016, City Council approved a findings resolution approving the financing team in connection with the issuance and sale of the Greenville Utilities Commission Series 2016 Bonds, making the findings and determinations required by the North Carolina Local Government Commission (LGC) with respect to the issuance of up to \$73,500,000 Combined Enterprise System Revenue Bonds, Series 2016. The 2016 Series Revenue Bonds will provide up to \$73,500,000 in funds with approximately \$30,000,000 related to refunding (i.e. refinancing existing bonds at a lower interest rate and providing a net present value savings of approximately 7.9% or \$2 million over the remaining life of the old bonds, which is approximately 10 years) with the remaining balance to fund the Capital Projects as outlined in the attached Series Resolution. By adopting the Series Resolution, the City Council is authorizing the issuance of series 2016 revenue bonds in an amount up to \$73,500,000 for the purpose of funding projects outlined in Appendix A and refunding existing revenue bonds; authorizing the officers and employees of the City and Commission to take appropriate action(s) to consummate the sale of the bonds; approving the general form of the following bond documents: • Bond Purchase Agreement by and between the LGC and the Underwriters • Preliminary Official Statement • Escrow Deposit Agreement; requesting the LGC to award the bonds at a negotiated sale to the underwriters; and acknowledging that the City and Commission will meet continuing disclosure requirements related to the bond issue. The GUC Board of Commissioners adopted a Series Resolution at its March 17, 2016 regular board meeting and requests similar action by City Council.

Fiscal Note: No costs to the City.

Recommendation: Adopt the attached Series Resolution and approve the subsequent execution of all collateral documentation necessary to consummate the closing of this bond transaction

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Attachments / click to download

- [📄 Resolution](#)
 - [📄 Escrow Deposit Agreement](#)
 - [📄 Bond Purchase Agreement](#)
 - [📄 Preliminary Official Statement](#)
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*City
CES*

RESOLUTION NO. __ - __

SERIES RESOLUTION AUTHORIZING THE ISSUANCE OF UP TO \$73,500,000 GREENVILLE UTILITIES COMMISSION COMBINED ENTERPRISE SYSTEM REVENUE BONDS, SERIES 2016 OF THE CITY OF GREENVILLE, NORTH CAROLINA, PURSUANT TO THE PROVISIONS OF THE BOND ORDER ADOPTED BY THE CITY COUNCIL OF SAID CITY ON AUGUST 11, 1994 AND AMENDED AND RESTATED AS OF APRIL 13, 2000, AND REQUESTING THE LOCAL GOVERNMENT COMMISSION OF NORTH CAROLINA TO SELL ALL THE BONDS BY NEGOTIATED SALE.

WHEREAS, the City of Greenville, North Carolina (the “City”), a municipal corporation in Pitt County, North Carolina, owns certain public utility or public service enterprise facilities comprising an electric system, a natural gas system, a sanitary sewer system and a water system, within and without the corporate limits of the City (collectively, the “Combined Enterprise System”), and

WHEREAS, in accordance with Chapter 861 of the 1991 Session Laws of North Carolina, the Greenville Utilities Commission (the “Commission”) has been created for the proper management of the public utilities of the City, within and without the corporate limits of the City, with responsibility for the entire supervision and control of the management, operation, maintenance, improvement and extension of the public utilities of the City, including the Combined Enterprise System; and

WHEREAS, the City Council of the City (the “City Council”) adopted on August 11, 1994 and amended and restated as of April 13, 2000 a Bond Order authorizing and securing Greenville Utilities Commission Combined Enterprise System Revenue Bonds of the City (the “Order”); and

WHEREAS, Section 210 of the Order authorizes the issuance of additional revenue bonds of the City in one or more series from time to time to provide funds to (a) pay all or any part of the cost of any Additional Improvements, (as defined in the Order) and (b) pay expenses incidental and necessary or convenient thereto; and

WHEREAS, the Commission and the City Council have determined that it is necessary to acquire and construct certain additional improvements to the Combined Enterprise System, which improvements are described in Appendix A to this Series Resolution and constitute Additional Improvements, and to pay the cost of such Additional Improvements by issuing an additional series of revenue bonds and using any other available funds as authorized by Section 210 of the Order; and

WHEREAS, the City Council has received information to the effect that the City will be able to satisfy the requirements of Section 210 of the Order with respect to such series of revenue bonds; and

WHEREAS, pursuant to Section 210 of the Order, such revenue bonds are to have such terms and provisions as may be provided by a series resolution to be adopted by the City Council prior to the issuance thereof; and

WHEREAS, Section 211 of the Order authorizes the issuance of refunding revenue bonds of the City in one or more series from time to time to (a) refund all or any part of the revenue bonds outstanding under the Order and (b) pay any expenses incurred in connection with such refunding; and

WHEREAS, the Commission and the City Council have determined that, under favorable market conditions, the City may obtain an acceptable level of debt service savings by refunding certain principal installments of its outstanding City of Greenville, North Carolina Greenville Utilities Commission Combined Enterprise System Revenue Bond, Series 2005 (the “Outstanding Series 2005 Principal Installments”) and Greenville Utilities Commission Combined Enterprise System Revenue Bonds, Series 2008A (the “Outstanding Series 2008A Bonds”); and

WHEREAS, pursuant to Section 211 of the Order, refunding revenue bonds are to have such terms and provisions as may be provided by a series resolution to be adopted by the City Council prior to the issuance thereof; and

WHEREAS, the Commission has adopted a resolution to the effect that it approves the provisions of this resolution and recommends to the City Council that the City Council adopt this resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GREENVILLE, NORTH CAROLINA DOES HEREBY DETERMINE AND RESOLVE, as follows:

Section 1. Definitions. Unless otherwise required by the context, capitalized words and terms used in this Resolution (this “Series Resolution”) and not otherwise defined herein shall have the same meanings in this Series Resolution as such words and terms are given in the Order, and the following words and terms shall have the following meanings:

“Securities Depository” means The Depository Trust Company, New York, New York or other recognized securities depository selected by the City, which maintains a book-entry system in respect of municipal securities such as the Series 2016 Bonds (as defined in Section 2 of this Series Resolution), and shall include any substitute for or successor to the securities depository initially acting as Securities Depository.

“Securities Depository Nominee” means, as to any Securities Depository, such Securities Depository or the nominee of such Securities Depository in whose name there shall be registered on the registration books maintained by the Bond Registrar the Series 2016 Bond certificates to be delivered to and immobilized at such Securities Depository during the continuation with such Securities Depository of participation in its book-entry system.

Section 2. Authorization of the Series 2016 Bonds.

(A) Series 2016 Bonds. Pursuant to the Enabling Act and Section 210 of the Order, the City Council hereby authorizes the issuance of revenue bonds of the City, designated “Greenville Utilities Commission Combined Enterprise System Revenue Bonds, Series 2016” (the “Series 2016 Bonds”) in the aggregate principal amount not to exceed \$73,500,000, to provide funds, together with any other available funds, to: (1) pay the Cost of certain of the Additional Improvements described in Appendix A hereto, (2) refund any or all of the Outstanding Series 2005 Principal Installments stated to mature on September 1, 2016 through September 1, 2025, inclusive and Outstanding Series 2008A Bonds stated to mature on November 1, 2019 through 2025, inclusive and November 1, 2028 and November 1, 2033 (collectively, the “Refunding Candidates”), (3) fund capitalized interest on a portion of the Series 2016 Bonds and (4) pay certain costs and expenses incurred in connection with the issuance of the Series 2016 Bonds.

(B) Separate Series. Pursuant to the delegation set forth in Section 4 hereof, the Series 2016 Bonds may be separated into one series of revenue bonds to finance the Additional Improvements and one series of refunding revenue bonds to refund the Refunding Candidates. If the bonds are to be sold separately the series of bonds to finance the Additional Improvements shall be designated “Greenville Utilities Commission Combined Enterprise System Revenue Bonds, Series 2016A” and the bonds issued to refund the Refunding Candidates shall be designated “Greenville Utilities Commission Combined Enterprise System Revenue Bonds, Refunding Series 2016B.” References hereinafter to the Series 2016 Bonds shall be to the Series 2016A Bonds and the Series 2016B Bonds, if the Series 2016 Bonds shall be sold as separate series.

(C) Bond Provisions. The Series 2016 Bonds shall be dated, shall consist of Serial or Term Bonds, or a combination thereof, shall bear interest at the rates, shall mature, subject to optional redemption and mandatory sinking fund redemption, in the amounts and on the dates, all as hereinafter provided.

(D) Details, Interest Payment Dates. The Series 2016 Bonds shall be numbered consecutively 2016 R-1 and up, shall be in the denomination of five thousand dollars (\$5,000) and integral multiples thereof and shall be registered and exchangeable, and the transfer thereof may be registered, all in accordance with the provisions of the Order. Interest on the Series 2016 Bonds shall be payable semi-annually on the dates determined by a Delegate pursuant to Section 3(D) of this Series Resolution, until the Series 2016 Bonds are retired in accordance with the Order.

(E) Book-Entry. The Depository Trust Company (“DTC”), New York, New York, is hereby appointed as Securities Depository for the Series 2016 Bonds. Upon the issuance of the Series 2016 Bonds, one fully registered Series 2016 Bond will be registered in the name of Cede & Co., as nominee for DTC, for each maturity. So long as Cede & Co. is the registered owner of the Series 2016 Bonds, as nominee of DTC, references herein to the Owners of the Series 2016 Bonds shall mean Cede & Co. and shall not mean the beneficial owners of the Series 2016 Bonds.

The interest of each of the beneficial owners of the Series 2016 Bonds will be recorded through the records of a DTC participant. Transfers of beneficial ownership interests in the Series 2016 Bonds which are registered in the name of Cede & Co. will be accomplished by book entries made by DTC and, in turn, by the DTC participants and indirect participants who act on behalf of the beneficial owners of Series 2016 Bonds.

DTC may determine to discontinue providing its service with respect to the Series 2016 Bonds at any time by giving notice to the City and the Trustee and discharging its responsibilities with respect thereto under applicable law. If there is no successor Securities Depository appointed by the City, the City shall deliver Series 2016 Bonds in definitive form to the beneficial owners thereof. The City may determine not to continue participation in the system of book-entry transfers through DTC (or a successor Securities Depository) at any time by giving reasonable notice to DTC (or a successor Securities Depository). In such event, the City will deliver Series 2016 Bonds in definitive form to the beneficial owners thereof pursuant to the Order and this Series Resolution.

The City and the Bond Registrar shall recognize DTC or its nominee, Cede & Co., while the registered owner, as the Owner of the Series 2016 Bonds for all purposes, including notices and voting. Conveyance of notices and other communications by DTC to DTC participants and by DTC participants and indirect participants to beneficial owners of the Series 2016 Bonds will be governed by arrangements among DTC, DTC participants and indirect participants, subject to any statutory and regulatory requirements as may be in effect from time to time.

The City may enter into amendments to any agreement between the City and DTC or any successor Securities Depository relating to the book-entry system to be maintained with respect to the Series 2016 Bonds without the consent of the Owners or beneficial owners of the Series 2016 Bonds.

Section 3. Delegation and Standards. The City Council hereby delegates to the City Manager or the Director of Financial Services of the City or the General Manager/Chief Executive Officer of the Commission or the Chief Financial Officer of the Commission or her or his designee (each a “Delegate”), subject to the limitations contained herein, the power to determine and carry out the following with respect to the Series 2016 Bonds:

(A) Principal Amount. To determine (i) whether to issue any Series 2016 Bonds to refund any or all of the Refunding Candidates and, if so, whether to separate the Series 2016 Bonds into separate series as authorized in Section 2(B) of this Series Resolution and (ii) the aggregate principal amount of (a) the Series 2016 Bonds or (b) separate Series 2016A Bonds and Series 2016B Bonds, to be sufficient for the purposes of Section 2(A) of this Series Resolution, such principal amount not to exceed the amount set forth in Section 2(A) of this Series Resolution;

(B) Interest Rates. To determine the interest rate or rates on the Series 2016 Bonds, no such rate to exceed five and one-half percent (5.50%) per annum on the Series 2016 Bonds;

(C) Maturities. To determine the maturities and maturity amounts of the Series 2016 Bonds, no such maturity to extend beyond December 31, 2046;

(D) Interest and Principal Payment Dates. To determine the semi-annual interest payment dates and the first interest payment date as well as the principal payment dates for the Series 2016 Bonds;

(E) Serial and Term Bonds. To determine which Series 2016 Bonds are Serial and Term Bonds, and the Sinking Fund Requirements for any such Term Bonds;

(F) Redemption Provisions. To determine the optional redemption provisions permitted by Section 5 of this Series Resolution, including the first optional redemption date and the Redemption Prices;

(G) Dated Date. To determine the dated date of the Series 2016 Bonds;

(H) Refunded Bonds. To determine which, if any of the Refunding Candidates shall be refunded (the Refunding Candidates that are refunded being called “Refunded Bonds”) provided, however, that the City shall realize present value debt service savings from the refunding of the Refunded Bonds of not less than three percent (3.0%) of the aggregate principal amount of the Refunded Bonds;

(I) Date of Sale. To determine the date of sale of the Series 2016 Bonds (such date of sale not to be later than December 31, 2016);

(J) Negotiated Sale. To approve the sale of the Series 2016 Bonds via a negotiated sale in accordance with the provisions of Section 15 of this Series Resolution, provided that the effective interest cost of the Series 2016A Bonds shall not exceed five percent (5.0%) per annum;

(K) Capitalized Interest. To determine whether (i) to fund capitalized interest and (ii) the date until which such interest on any or a portion of the Series 2016 Bonds shall be funded;

(L) Parity Indebtedness Reserve Fund. To determine whether to make a deposit to the credit of the Parity Indebtedness Reserve Fund or to a separate account in the Parity Indebtedness Reserve Fund to specifically secure the Series 2016 Bonds;

(M) Verification Agent. To appoint a Verification Agent for purposes of providing an independent confirmation of the sufficiency and yield of the securities credited to the escrow fund created under the Escrow Deposit Agreement; and

(N) Other Provisions. To determine any other provisions deemed advisable and not in conflict with the provisions of this Series Resolution.

Section 4. Series Certificate. A Delegate shall execute a certificate or certificates (collectively, the “Series Certificate”) evidencing determinations or other actions taken pursuant

<u>Maturity Date</u> _____, 20__	<u>Dated Date</u> _____, 2016	<u>Interest Rate</u> %	<u>CUSIP</u>
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Principal Amount: _____ DOLLARS (\$ _____)

Registered Owner: CEDE & CO.

The City of Greenville (the "City"), a municipal corporation in Pitt County, North Carolina, exercising public and essential governmental functions, is justly indebted and for value received hereby promises to pay, solely from the special fund provided therefor as hereinafter set forth, to the Registered Owner shown above or registered assigns or legal representative, on the maturity date specified above (or earlier as stated hereinafter), upon the presentation and surrender hereof at the designated corporate trust office of The Bank of New York Mellon Trust Company, N.A., in East Syracuse, New York, or any successor bond registrar (the "Bond Registrar"), the Principal Amount shown above in any coin or currency of the United States of America which on the date of payment thereof is legal tender for the payment of public and private debts, and to pay, solely from said special fund, in whose name this Series 2016 Bond (or one or more Predecessor Bonds, as defined in the Order hereinafter mentioned), is registered at the close of business on the regular record date for such interest, which shall be the 15th day of the calendar month next preceding an interest payment date (the "Regular Record Date"), interest on said principal sum from the date of this Series 2016 Bond or from the _____ 1 or _____ 1 next preceding the date of authentication to which interest shall have been paid, unless such date of authentication is a _____ 1 or _____ 1 to which interest shall have been paid, in which case from such date, on _____ 1 and _____ 1 in each year, commencing _____, in like coin or currency, at the rate per annum specified above until payment of said principal sum. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the person who was the registered owner on such Regular Record Date and may be paid to the person in whose name this Series 2016 Bond (or one or more Predecessor Bonds) is registered at the close of business on a Special Record Date (as defined in the Order) for the payment of such defaulted interest to be fixed by the Trustee hereinafter mentioned, notice whereof being given to registered owners not less than ten (10) days prior to such Special Record Date, or may be paid in any other lawful manner not inconsistent with the requirements of applicable law or any securities exchange on which the Series 2016 Bonds may be listed and upon such notice as may be required by such law or exchange, all as more fully provided in the Order.

This Series 2016 Bond is one of a duly authorized series of revenue bonds of the City, designated "Greenville Utilities Commission Combined Enterprise System Revenue Bonds, Series 2016", consisting of Serial Bonds maturing on _____ 1 in the years 20__ through 20__ [and Term Bonds maturing on _____ 1, 20__ and _____ 1, 20__,] and issued to provide funds, together with any other available funds, to [(i) pay the cost of acquiring and constructing certain improvements described in the Series Resolution (herein defined) constituting Additional Improvements (as defined in the Order) to the public utility or public service enterprise facilities comprising an electric system, a natural gas system, a sanitary sewer

system and a water system of the City (collectively, the “Combined Enterprise System”), [(ii) [fund capitalized interest on a portion of the Series 2016 bonds until _____], [(iii) make a deposit to the credit of the Parity Indebtedness Reserve Fund], [(iv) refund prior to their maturity certain of the City’s [Series 2005 Bonds and] [Series 2008A Bonds] (hereinafter mentioned)] and (v) pay certain costs and expenses incurred in connection with the issuance of the Series 2016 Bonds. Pursuant to the Enabling Act (as hereinafter defined), the Greenville Utilities Commission (the “Commission”) is responsible for the management, operation, maintenance, improvement and extension of the Combined Enterprise System.

The Series 2016 Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Series Resolution, as hereinafter defined. One Series 2016 Bond certificate with respect to each date on which the Series 2016 Bonds are stated to mature, registered in the name of the Securities Depository Nominee (as defined in the Series Resolution) is being issued and required to be deposited with the Bond Registrar (as defined in the Series Resolution) and immobilized in its custody. The book-entry system will evidence positions held in the Series 2016 Bonds by the Securities Depository’s participants, beneficial ownership of the Series 2016 Bonds in the principal amount of \$5,000 or any multiple thereof being evidenced in the records of such participants. Transfers of ownership will be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The City, the Bond Registrar and the Trustee will recognize the Securities Depository Nominee, while the registered owner of this Series 2016 Bond, as the owner of this Series 2016 Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Series 2016 Bond, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository will be the responsibility of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Series 2016 Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The City, the Bond Registrar and the Trustee will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository Nominee, the Securities Depository’s participants or persons acting through such participants. While the Securities Depository Nominee is the registered owner of this Series 2016 Bond, notwithstanding the provisions hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Series 2016 Bond shall be made in accordance with existing arrangements between the Bond Registrar or its successors under the Order and the Series Resolution and the Securities Depository.

All of the Series 2016 Bonds are issued under and pursuant to the Constitution and laws of the State of North Carolina, including Chapter 861 of the 1992 Session Laws of North Carolina and The State and Local Government Revenue Bond Act, as amended (collectively, the “Enabling Act”), a Bond Order duly adopted on August 11, 1994 and amended and restated as of April 13, 2000 (the “Order”) by the City Council of the City (the “City Council”), and a series resolution duly adopted on _____, 2016 (the “Series Resolution”) by the City Council. The City has heretofore issued under the Order other bonds on a parity with this Series 2016 Bond. [The City is also issuing simultaneously with the issue of this Series 2016A Bonds its \$ _____ of 2016[B] Bonds for the purpose of _____.] The Order provides for the issuance

from time to time under the conditions, limitations and restrictions therein set forth of additional Bonds (as hereinafter defined) to provide funds for paying all or any part of the cost of acquiring and constructing other Additional Improvements, to provide funds for completing payment of the cost of acquiring and constructing any Additional Improvements and to refund any Bonds issued under the Order and Indebtedness (as defined in the Order) other than Bonds (such additional Bonds, these Series 2016 Bonds and the parity bonds heretofore issued being herein collectively called the "Bonds"). The Order also provides for the incurrence or assumption by the City of other obligations which are secured by a pledge, charge and lien upon and payable from certain receipts and rights to receive receipts of the Combined Enterprise System (the "Receipts") after paying or making provision for the payment of Current Expenses (as defined in the Order) on a parity with the Bonds (such obligations and the Bonds being herein collectively called "Parity Indebtedness") (the "Net Receipts") on a parity with the Bonds and other obligations which are secured by a pledge, charge and lien upon and payable from the Net Receipts subordinate and junior in right of payment to Parity Indebtedness ("Subordinate Indebtedness") or which are not secured by a pledge, charge or lien upon the Net Receipts but are payable from the Net Receipts ("Additional Indebtedness" and, together with the Existing Indebtedness, as defined in the Order, "Other Indebtedness") under the conditions, limitations and restrictions therein set forth. Reference is hereby made to the Order for provisions, among others, with respect to the custody and application of the proceeds of Bonds, the collection and disposition of Receipts, the special fund charged with and made available for the payment of the interest and the redemption premium, if any, on and the principal of the Bonds and any other Parity Indebtedness, the nature and extent of the security for the Bonds, the Existing Indebtedness and any other Parity Indebtedness, Subordinate Indebtedness and Additional Indebtedness thereby created, the terms and conditions on which the Bonds of each series are or may be issued or the payment of debt service on other Parity Indebtedness, Subordinate Indebtedness or Additional Indebtedness may be incurred or assumed, the rights, duties and obligations of the City, the Bond Registrar and the Trustee and the rights of the registered owners of the Bonds. A certified copy of the Order is on file at the corporate trust office of The Bank of New York Mellon Trust Company, N.A. (the "Trustee"), in the City of Jacksonville, Florida. By the acceptance of this Series 2016 Bond, the registered owner hereof assents to all of the provisions of the Order.

The Order provides for the creation of a special fund designated the "Greenville Utilities Commission Parity Indebtedness Service Fund" (the "Parity Indebtedness Service Fund"), which special fund is made available for and charged with the payment of the principal of and the interest on all Bonds and any other Parity Indebtedness, and also provides for the deposit to the credit of said special fund of the Net Receipts to the extent and in the manner provided in the Order. The Order further provides for transfers to the credit of the Parity Indebtedness Service Fund from other funds created by the Order and made available thereunder to make up any deficiencies in said Fund with respect to all Bonds and any other Parity Indebtedness, all to the extent and in the manner provided in the Order.

The Order provides for the charging, revising and collecting by the Commission of rates, fees and charges for the use of and for the services and facilities furnished or to be furnished by the Combined Enterprise System in order to produce at all times sufficient Receipts, together with certain other available funds, to pay the Current Expenses and to pay the principal of and interest on all Parity Indebtedness, Subordinate Indebtedness and Other Indebtedness as the same shall become due.

The Net Receipts are pledged by the Order to the payment of the principal of and the interest and any redemption premium on the Bonds and other Parity Indebtedness and then Subordinate Indebtedness as provided in the Order. In addition, the moneys in the Parity Indebtedness Service Fund and moneys in the Parity Indebtedness Reserve Fund or qualified reserve fund substitutes established in connection with the issuance of certain of the outstanding Bonds are pledged by the Order as further security for the payment of all Parity Indebtedness and the interest thereon as provided in the Order; provided, however, that pursuant to the Series Resolution, certain Bonds are not secured by such Parity Indebtedness Reserve Fund or qualified reserve fund substitutes Parity Indebtedness Reserve Fund or qualified reserve fund substitutes. [This Series 2016 is [not] secured by the Parity Indebtedness Reserve Fund.] The City is not obligated to pay the Bonds or Indebtedness other than Bonds except from the Net Receipts or other moneys made available therefor under the Order. Neither the faith and credit nor the taxing power of the State of North Carolina or any political subdivision thereof, including the City, is pledged to the payment of the principal of and the interest and any redemption premium on this bond.

The Series 2016 Bonds are issuable as fully registered Bonds, in such denominations as the City may by resolution determine. At the designated corporate trust office of the Bond Registrar, in the manner and subject to the limitations and conditions provided in the Order, Series 2016 Bonds may be exchanged for an equal aggregate principal amount of Series 2016 Bonds of the same maturity, of authorized denominations and bearing interest at the same rate.

The transfer of this Series 2016 Bond is registrable by the registered owner hereof in person or by his attorney or legal representative at the principal corporate trust office of the Bond Registrar but only in the manner and subject to the limitations and conditions provided in the Order and the Series Resolution and upon surrender and cancellation of this Series 2016 Bond. Upon any such registration of transfer the City shall execute and the Bond Registrar shall authenticate and deliver, in exchange for this Series 2016 Bond, a new bond or bonds, registered in the name of the transferee, of authorized denominations, in aggregate principal amount equal to the principal amount of this Series 2016 Bond, of the same series and maturity and bearing interest at the same rate. The City or the Bond Registrar may make a charge for every such exchange or registration of transfer of bonds sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or registration of transfer, but no other charge shall be made to any registered owner for the privilege of exchanging or registering the transfer of bonds. Neither the City nor the Bond Registrar shall be required to make any such exchange or registration of transfer of Bonds of a series during the fifteen (15) days immediately preceding the date of first giving of notice of any redemption of Bonds of such series or any portion thereof or of any Bonds after such Bonds or any portion thereof has been selected for redemption.

The Series 2016 Bonds maturing on or after _____ 1, 20__ are subject to redemption, at the option of the City, in whole or in part (by lot within a maturity), at any time on or after _____ 1, 20__, at a redemption price equal to _____% of the principal amount of the Series 2016 Bonds plus accrued interest thereon to the redemption date.

Not more than ninety (90) days and at least thirty (30) days before the redemption date of any Series 2016 Bonds, the Bond Registrar shall cause a notice of any such redemption, either in

whole or in part, signed by the Bond Registrar, to be mailed, first-class, postage prepaid, to the North Carolina Local Government Commission and all registered owners of Series 2016 Bonds or portions of Series 2016 Bonds to be redeemed at their addresses as they appear on the registration books of the City kept by the Bond Registrar, as provided in the Order, but failure to mail any such notice shall not affect the validity of the proceedings for such redemption as to any registered owners to whom such notice was given as so required. The City shall also cause a notice of any such redemption to be given as provided in the Order. On the date designated for redemption, notice having been given as aforesaid, the Series 2016 Bonds or portions of Series 2016 Bonds so called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such Series 2016 Bonds or portions thereof on such date, and, if the moneys for payment of the Redemption Price and the accrued interest are held by the Bond Registrar, as provided in the Order, interest on such Series 2016 Bonds or portions thereof shall cease to accrue, such Series 2016 Bonds or portions thereof shall cease to be entitled to any benefit or security under the Order, and the registered owners thereof shall have no rights in respect of such Series 2016 Bonds or portions thereof except to receive payment of the redemption price thereof and the accrued interest so held by the Bond Registrar. If a portion of this Series 2016 Bond shall be called for redemption, a new Series 2016 Bond or Bonds in principal amount equal to the unredeemed portion hereof will be issued to the registered owner upon surrender hereof.

Any notice of optional redemption of the Series 2016 Bonds may state that it is conditioned upon there being available an amount of money sufficient to pay the redemption price plus interest accrued and unpaid to the redemption date, and any conditional notice so given may be rescinded at any time before the payment of the redemption price if any such condition so specified is not satisfied. If a redemption does not occur after a conditional notice is given due to an insufficient amount of funds under the terms of the Bond Order, the corresponding notice of redemption will be deemed to be revoked.

The moneys in the Parity Indebtedness Service Fund and the Redemption Fund (as defined in the Order) available for the purchase or redemption of Bonds shall be allocated to all series of Bonds outstanding under the Order in the manner provided in the Order.

In certain events, on the conditions, in the manner and with the effect set forth in the Order, the principal of all Bonds then outstanding under the Order may become or may be declared due and payable before their stated maturities, together with the interest accrued thereon.

Modifications or alterations of the Order may be made by the City only to the extent and in the circumstances permitted by the Order.

As declared by the Enabling Act, this Series 2016 Bond, subject only to the provisions for registration and registration of transfer stated herein and contained in the Order, is an investment security within the meaning of and for all the purposes of Article 8 of the Uniform Commercial Code of the State of North Carolina.

This Series 2016 Bond is issued with the intent that the laws of the State of North Carolina shall govern its construction.

All acts, conditions and things required by the Constitution and laws of the State of North Carolina, the Order and the Series Resolution to happen, exist and be performed precedent to and in the issuance of this Series 2016 Bond have happened, exist and have been performed as so required.

This Series 2016 Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Order until this Series 2016 Bond shall have been authenticated by the execution by the Bond Registrar of the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, the City of Greenville, North Carolina has caused this Series 2016 Bond to be signed by the Mayor and the City Clerk of the City and the corporate seal of the City to be impressed hereon, all as of the Dated Date set forth above.

CITY OF GREENVILLE, NORTH CAROLINA

[SEAL]

By [manual signature]
Mayor

[manual signature]
City Clerk

CERTIFICATE OF LOCAL GOVERNMENT COMMISSION

The issuance of the within Bonds has been approved under the provisions of The State and Local Government Revenue Bond Act of North Carolina.

[manual signature]
Secretary, Local Government
Commission of North Carolina

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the series designated therein and issued under the provisions of the within-mentioned Order.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.

as Bond Registrar

By _____

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: _____

NOTICE: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

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

Section 9. Series 2016 Bonds Construction Account. A special construction account is hereby created in the Construction Fund created by the Order and designated “Greenville Utilities Commission Series 2016 Bonds Construction Account” (the “Series 2016 Bonds Construction Account”), to the credit of which such deposits will be made as are required by the provisions of Section 210 of the Order and Section 11 of this Series Resolution. The moneys in the Series 2016 Bonds Construction Account shall be applied to pay certain Costs of the Additional Improvements referred to in Appendix A hereto in accordance with the provisions of the Order and for costs of issuance for the Series 2016 Bonds.

Subject to the provisions of Article IV of the Order, any interest earned or other income derived from the investment or deposit of moneys held for the credit of the Series 2016 Bonds Construction Account shall be retained by the Trustee in the Series 2016 Bonds Construction Account or upon the written direction of the General Manager/Chief Executive Officer of the Commission or his designee be applied to principal or interest payments on the Series 2016 Bonds.

Section 10. Escrow Fund for the Refunded Bonds.

(A) Escrow Deposit Agreement. The Bank of New York Mellon Trust Company, N.A. is hereby appointed to serve as Escrow Agent under the Escrow Deposit Agreement. The Escrow Deposit Agreement between the City and The Bank of New York Mellon Trust Company, N.A. as Escrow Agent, in the form presented at the meeting at which this Series Resolution is adopted, is hereby approved, and the Mayor, the City Manager or Director of Financial Services of the City is authorized to execute and deliver the Escrow Deposit Agreement in substantially the form so approved.

(B) SLGs; Open Market Purchases. The City authorizes the Escrow Agent to submit a subscription for purchase and issue of United States Treasury Securities - State and Local Government Series or, alternatively, a Delegate directly or through an agent to obtain bids for a portfolio of Defeasance Obligations. If a Delegate shall determine that the same shall improve the efficiency of the Escrow Fund created under the Escrow Deposit Agreement, a Delegate is further authorized to enter into agreements and give instructions, for the purchase of Defeasance Obligations for periods when the moneys credited to the Escrow Fund would otherwise be uninvested.

(C) Call for Redemption of the Refunded Bonds. The Refunded Bonds shall, in accordance with the provisions of the Escrow Deposit Agreement or as otherwise directed by the City and the Commission, be called for redemption on the earliest date on which they may be called for optional redemption at the applicable redemption prices set forth in the Escrow Deposit Agreement.

Section 11. Application of Proceeds of the Series 2016 Bonds. Simultaneously with the delivery of the Series 2016 Bonds, the Trustee shall apply the proceeds of the Series 2016 Bonds or cause said proceeds to be applied, including any amount received as accrued interest, as follows:

(i) the amount, if any, received as accrued interest on the Series 2016 Bonds shall be deposited to the credit of the Interest Account created by the Order;

(ii) Parity Indebtedness Reserve Fund Deposit, if necessary

(iii) if Series 2016 Bonds are issued for purposes of refunding Refunded Bonds, the amount required by the terms of the Escrow Deposit Agreement shall be transferred to the Escrow Agent for application in accordance with the terms of the Escrow Deposit Agreement; and

(iv) the remaining net proceeds of the Series 2016 Bonds shall be deposited to the Series 2016A Construction Account.

Section 12. Application of Certain Revenues. Subject to the provisions of Section 507 of the Order, the Commission shall, on or before the twenty-fifth (25th) day of the month preceding the months determined pursuant to Section 3(D) of this Series Resolution, withdraw from the Operating Checking Account moneys held for the credit of the Appropriate Operating Funds in such amounts as shall be necessary for the purpose of making the following transfers:

(i) To the Trustee for deposit to the credit of the Interest Account created by the Order, such amount thereof (or the entire sum so withdrawn if less than the required amount) as is sufficient to make full and timely payment of the interest to become due and payable on the Series 2016 Bonds on the next ensuing semi-annual interest payment date, after taking into account any amounts then held for the credit of the Interest Account created by the Order (including amounts transferred from the Construction Fund) for the payment of such interest.

(ii) To the Trustee for deposit to the credit of the Principal Account created by the Order, such amount, if any, of the balance remaining after making the transfer under clause (i) above (or the entire balance if less than the required amount) as is sufficient to make full and timely payment of the principal of any Series 2016 Serial Bonds to become due and payable on the next ensuing principal payment date, after taking into account any amounts then held for the credit of the Principal Account created by the Order for the payment of such principal.

(iii) If any of the Series 2016 Bonds shall be designated Term Bonds in the Series Certificate, to the Trustee for deposit to the credit of the Sinking Fund Account created by the Order, such amount, if any, of the balance remaining after making the transfers under clauses (i) and (ii) above (or the entire balance if less than the required amount) as is equal to the Sinking Fund Requirement for the Term Bonds to be retired on the next ensuing sinking fund payment date, after taking into account any amounts held for the credit of the Sinking Fund Account created by the Order for satisfaction of such Sinking Fund Requirement.

Section 13. Official Statement. The draft of the Preliminary Official Statement, to be dated on or about May 16, 2016, relating to the Series 2016 Bonds (the "Preliminary Official Statement") is hereby approved. The City hereby authorizes the use and distribution of the Preliminary Official Statement by Wells Fargo Bank, N.A. (the "Senior Manager") and FTN

Financial Capital Markets (collectively, the “Underwriters”) in substantially the form presented, together with such changes, modifications and deletions as the Mayor of the City or any Delegate, with the advice of counsel, may deem necessary and appropriate. The City authorizes and consents to the preparation and distribution of a final Official Statement relating to the Series 2016 Bonds (the “Official Statement”), in substantially the form of the Preliminary Official Statement, together with such changes as are necessary to reflect the final terms of the Series 2016 Bonds. The City Manager of the City and the Director of Financial Services is hereby authorized and directed to execute and deliver the Official Statement, in substantially the form of the Preliminary Official Statement, together with such changes, specifications, and deletions as any Delegate, with the advice of counsel, may deem necessary and appropriate; such execution and delivery shall be conclusive evidence of the approval and authorization in all respects of the form and content thereof.

Section 14. LGC Requested to Award the Series 2016 Bonds. The City Council hereby requests the Local Government Commission of North Carolina (the “LGC”) to award the Series 2016 Bonds at negotiated sale without advertisement to the Underwriters in the amount and at the interest rates fixed pursuant to this Series Resolution, subject to the approval thereof by any Delegate. If the LGC awards the Series 2016 Bonds as hereinabove requested, the provisions of the Bond Purchase Agreement between the Underwriters and the LGC relating to the purchase of the Series 2016 Bonds (the “Bond Purchase Agreement”) and presented to the City Council for its consideration are hereby approved in all respects, and each of the City Manager of the City and the Director of Financial Services are hereby authorized to signify such approval by the execution of the Bond Purchase Agreement in substantially the form presented, such execution to be conclusive evidence of the approval thereof by the City.

Section 15. Continuing Disclosure. The City and the Commission hereby undertake, for the benefit of the beneficial owners of the Series 2016 Bonds, to provide:

(A) by not later than seven months from the end of each Fiscal Year, commencing with the Fiscal Year ending June 30, 2016, to the Municipal Securities Rulemaking Board via The Electronic Municipal Market Access system (“EMMA”) and to the state information depository for the State of North Carolina (“SID”), if any, audited financial statements of the Commission for such Fiscal Year, if available, prepared in accordance with Section 159-39 of the General Statutes of North Carolina, as it may be amended from time to time, or, if such audited financial statements of the Commission are not available by seven months from the end of such Fiscal Year, unaudited financial statements of the Commission for such Fiscal Year to be replaced subsequently by audited financial statements of the Commission to be delivered within 15 days after such audited financial statements become available for distribution;

(B) by not later than seven months from the end of each Fiscal Year, commencing with the Fiscal Year ending June 30, 2016, to EMMA, and to the SID, if any, the financial and statistical data as of a date not earlier than the end of the preceding Fiscal Year for the type of information included under the following headings to the Official Statement relating to the Series 2016 Bonds (1) “The Combined Enterprise System - The Electric System (capacity and consumption figures) - Electric Service Rates, Number of Connections and - Major Users” and power purchases from the Power

Agency; (2) "The Combined Enterprise System - The Water System (capacity and consumption figures) -- Water Service Rates, - Water Service Connection Fees, - Number of Connections and - Major Users;" (3) "The Combined Enterprise System - The Sanitary Sewer System (capacity figures)"; Sewer Service Rates, - Sewer Service Connection Fees, - Number of Connections and - Major Users"; (4) "The Combined Enterprise System - The Natural Gas System (capacity and consumption figures) - Natural Gas Rates, - Number of Connections, Gas Consumption and - Major Users"; and (5) "The Combined Enterprise System - Billing and Collection Procedures" to the extent such items are not included in the audited financial statements referred to in (A) above;

(C) in a timely manner, to EMMA, and to the SID, if any, notice of any of the following events with respect to the Series 2016 Bonds, if material:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults; if material
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 570-TEB) or other material notices or determinations with respect to or events affecting the tax-exempt status of the Series 2016 Bonds;
- (7) modification to the rights of security holders; if material
- (8) bond calls, other than calls for mandatory sinking fund redemption, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution or sale of property securing repayment of the Series 2016 Bonds, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the City or the Commission; which event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City or the Commission in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets of business of the City

or the Commission, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court of governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City or the Commission;

(13) the consummation of a merger, consolidation, or acquisition involving the City or the Commission or the sale of all or substantially all of the assets of the City or the Commission, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating any such actions, other than pursuant to its terms, if material; and

(14) appointment of a successor or additional paying agent or the change of name of a paying agent, if material.

(D) in a timely manner, to EMMA, and to the SID, if any, notice of a failure of the City or the Commission to provide required annual financial information described in (a) or (b) above on or before the date specified.

If the City or the Commission fails to comply with the undertaking described above, the Trustee (upon being indemnified to its satisfaction, to the extent allowable by law) or any beneficial owner of the Series 2016 Bonds then Outstanding may take action to protect and enforce the rights of beneficial owners with respect to such undertaking, including an action for specific performance; provided, however, that failure to comply with such undertaking shall not be an event of default under the Order and shall not result in any acceleration of payment of the Series 2016 Bonds.

The City and the Commission reserve the right to modify from time to time the information to be provided to the extent necessary or appropriate in the judgment of the City and the Commission, provided that:

(a) any such modification may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the City or the Commission; and

(b) the information to be provided, as modified, would have complied with the requirements of Rule 15c2-12 issued under the Securities Exchange Act of 1934 (“Rule 15c2-12”) as of the date of the Official Statement, after taking into account any amendments or interpretations of Rule 15c2-12, as well as any changes in circumstances; and

(c) any such modification does not materially impair the interests of the beneficial owners, as determined either by parties unaffiliated with the City or the Commission (such as Bond Counsel), or by approving vote of the registered owners of not less than a majority in principal amount of the Series 2016 Bonds then Outstanding pursuant to the terms of the Bond Order, as it may be amended from time to time.

The City and the Commission agree that any such modification shall not take effect except upon thirty (30) days' prior written notice to the Senior Manager, unless waived in writing by such Senior Manager.

The City and the Commission also agree that the annual financial information containing the amended operating data or financial information will explain, in narrative form, the reasons for the amendments and the impact of the change in the type of operating data or financial information being provided.

The provisions of this Section 16 shall terminate upon payment, or provision having been made for payment in a manner consistent with Rule 15c2-12, in full of the principal of and interest on all of the Series 2016 Bonds.

Section 16. Authorization to City and Commission Officials. The officers, agents and employees of the City and the Commission and the officers and agents of the Trustee and the Bond Registrar are hereby authorized and directed to do all acts and things required of them by the provisions of the Series 2016 Bonds, the Order, the Bond Purchase Agreement, this Series Resolution, the Escrow Deposit Agreement and any other documents relating to the issuance of the Series 2016 Bonds for the full, punctual and complete performance of the terms, covenants, provisions and agreements therein.

Section 17. Ratification. Any and all actions heretofore taken by the City and the officers, agents and employees of the City in connection with the transactions authorized and approved hereby are hereby ratified and confirmed.

Section 18. Conflicts. Any and all resolutions of the City or portions thereof in conflict with the provisions of this Resolution are hereby repealed to the extent of such conflict.

Section 19. No Broker Confirmations. Although the City and the Commission each recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, the City and the Commission agree that broker confirmations of investments are not required to be issued by the Trustee for each month in which a monthly statement is rendered by the Trustee.”

Section 20. Electronic Communications to the Trustee. The Trustee shall have the right to accept and act upon directions or instructions delivered using Electronic Means (defined below); provided, however, that the City or the Commission, as the case may be, shall provide to the Trustee an incumbency certificate listing Authorized Officers with the authority to provide such directions or instructions (each an “Authorized Officer”) and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the City or the Commission elects to give the Trustee directions or instructions using Electronic Means and the Trustee in its discretion elects to act upon such directions or instructions, the Trustees’ understanding of such directions or instructions shall be deemed controlling. The City and the Commission each understands and agrees that the Trustee cannot determine the identity of the actual sender of such directions or instructions and that the Trustee shall conclusively presume that directions or instructions that purport to have been sent by an Authorized Officer listed on the incumbency

certificate provided to the Trustee have been sent by such Authorized Officer. The City and the Commission, as the case may be, shall each be responsible for ensuring that only Authorized Officers transmit such directions or instructions to the Trustee and that all Authorized Officers treat applicable user and authorization codes, passwords and/or authentication keys as confidential and with extreme care. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such directions or instructions notwithstanding such directions or instructions conflict or are inconsistent with a subsequent written direction or written instruction. Each of the City and the Commission agree: (i) to assume all risks arising out of the use of Electronic Means to submit directions or instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized directions or instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting directions or instructions to the Trustee and that there may be more secure methods of transmitting directions or instructions; (iii) that the security procedures (if any) to be followed in connection with its transmission of directions or instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures. "Electronic Means" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys, or another method or system specified by the Trustee as available for use in connection with its services hereunder.

Section 21. Effective Date. This Series Resolution shall take effect immediately upon its adoption.

Adopted this the ___ day of _____, 2016.

Allen M. Thomas
Mayor

[SEAL]

ATTEST:

Carol Barwick, City Clerk

*City
CES*

APPENDIX A

DESCRIPTION OF THE ADDITIONAL IMPROVEMENTS TO BE FINANCED WITH THE PROCEEDS OF THE SERIES 2016A BONDS

The Additional Improvements are those additional improvements included in the capital improvement program for the Combined Enterprise System, including but not limited to:

1. Project: Substation Modernization

Description: The substation modernization project includes the engineering, design and installation of new breakers, protective relays, and remote communication infrastructure at fifteen substations. Approximate cost of project is \$2,767,828. The funding sources for the project are \$1,500,000 from cash and \$1,267,828 from revenue bonds.

Approximate Cost: \$1,267,828

2. Project: Greenville 230 kV South Point of Delivery (POD) Substation

Description: This project includes land acquisition and engineering design of a new Greenville 230 kV South POD Substation in coordination with Duke-Progress' transmission line and interconnection facility design.

Approximate Cost: \$4,800,000

3. Project: Bells Fork to Point of Delivery (POD) South 115 kV

Description: This project includes the construction of a 115 kV transmission line and fiber optic cable from Bells Fork Substation to Greenville POD South.

Approximate Cost: \$5,605,155

4. Project: Dyneema Peaking Generator

Description: This project includes the purchase and installation of a 6 MW natural gas fired peaking generator at Dyneema site

Approximate Cost: \$ 5,000,000

5. Project: New Operations Center Phase I

Description: This project includes the purchase and development of property for an Operational Control Center and support facilities

Approximate Cost: \$4,100,000

6. Project: Downtown Facilities Development

Description: This project includes the purchase and development of property to support employee parking and office needs.

Approximate Cost: \$1,400,000

7. Project: GUC-PNG Multiple Gas Facilities Upgrade Project

Description: This project includes the relocation of Gate Stations 2 & 3 and the installation of a new Gate Station 5.

Approximate Cost: \$2,046,518

8. Project: Western Loop High Pressure Main Extension

Description: This project includes the installation of 19,000 LF of 6" Steel pipeline along HWY 264 By-pass from Macgregor Downs Rd. to Old River Road and the installation of two (2) regulator stations.

Approximate Cost: \$4,300,000

9. Project: Liquefied Natural Gas Facility Expansion Phase IIB

Description: This project includes the installation of two (2) additional tanks at the Liquefied Natural Gas Plant.

Approximate Cost: \$3,724,963

10. Project: Enterprise Resource Planning System – Optics Phases A & B

Description: The project will replace existing systems with an enterprise resource planning system that encompasses financials, fixed assets, payroll, human resources, budget, customer billing, work order asset management system, data mining, and business intelligence. Approximate cost of project is \$25.6 million. The funding sources are \$18.8 million from cash and \$6.8 million from revenue bonds.

Approximate Cost: \$6,800,000

11. Project: Harris Mill Interceptor

Description: This project will replace/upgrade an existing section of the Harris Mill Run Interceptor and improve capacity.

Approximate Cost: \$635,000

12. Project: Air Distribution System Upgrade

Description: The project will replace the air distribution piping at the Waste Water Treatment Plant. Total project estimate is \$2,000,000. Approximately \$1,760,000 from the State Revolving Loan Fund has been made available for this project. The remaining balance \$240,000 will be funded by revenue bonds.

Approximate Cost: \$240,000

13. Project: Town Creek Culvert Replacement (COG) Sewer

Description: Modifications to Sewer Facilities to accommodate the replacement of the City's Town Creek Culvert stormwater system. Approximate cost is \$1,900,000. The funding sources for the project are \$320,000 from cash and \$1,580,000 from revenue bonds.

Approximate Cost: \$1,580,000

14. Project: Water Treatment Plant Impoundment Dredging

Description: This project includes the dredging of the Water Treatment Plant presettling impoundment.

Approximate Cost: \$350,000

15. Project: Town Creek Culvert (COG) Water

Description: Modifications to Water Facilities to accommodate the replacement of the City's Town Creek Culvert stormwater system.

Approximate Cost: \$1,100,000

Sidley draft 3/9/16

ESCROW DEPOSIT AGREEMENT
by and between
CITY OF GREENVILLE, NORTH CAROLINA
and
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
as ESCROW AGENT

Dated as of June [__], 2016

ESCROW DEPOSIT AGREEMENT

THIS ESCROW DEPOSIT AGREEMENT, dated as of June [], 2016 (this “Agreement”), by and between the City of Greenville, North Carolina, a political subdivision of the State of North Carolina (the “City”), and The Bank of New York Mellon Trust Company, N.A., a banking corporation organized and existing under the laws of the State of New York and having a corporate trust office in Jacksonville, Florida (the “Escrow Agent”),

WITNESSETH:

WHEREAS, the City has heretofore issued (i) its Greenville Utilities Commission Combined Enterprise System Revenue Bonds, Series 2005 (the “2005 Bond”), in the original principal amount of \$8,000,000, of which \$_____ is outstanding and unpaid and (ii) its Greenville Utilities Commission Combined Enterprise System Revenue Bonds, Series 2008A (the “2008 Bonds ”), in the original principal amount of \$47,325,000, of which \$[_____] is outstanding and unpaid; and

WHEREAS, the City, pursuant to a bond order adopted by the City Council of the City on August 11, 1994, amended and restated as of April 13, 2000 (the “Bond Order”), has authorized the issuance and sale of its \$[_____] Greenville Utilities Commission Combined Enterprise System Revenue Bonds, Series 2016A (the “Series 2016A Bonds”) (the “Series 2016 Bonds”), to provide funds, together with any other available funds, to (1) pay the cost of acquiring and constructing improvements to the City’s electric system, water system, sanitary sewer system and natural gas system, (2) refund the principal installments of the 2005 Bond due September 1, 2016 through September 1, 2025, inclusive (the “2005 Refunded Bonds”) and the 2008 Bonds due November 1, 2019 through November 1, 2025, inclusive and November 1, 2028 and November 1, 2033 (the “2008 Refunded Bonds” and together with the 2005 Refunded Bonds the “Refunded Bonds”), [(3) fund capitalized interest on a portion of the 2016 Bonds] and (4) pay certain financing costs; and

WHEREAS, the City has made arrangements for the Escrow Agent to purchase, from a portion of the proceeds of the Series 2016A Bonds (“Bond Proceeds”) United States Treasury Time Deposit Securities – State and Local Government Series (the “SLGS”), the principal of and interest on which, when due, together with other moneys to be deposited with the Escrow Agent, will provide sufficient moneys to enable the Escrow Agent to pay, as the same shall become due and payable, the principal and redemption premium and the interest to accrue on the Refunded Bonds to their date of redemption; and

WHEREAS, the City has determined, in reliance on the verification report prepared by [_____] (the “Verification Report”), which Verification Report shows that the Escrow Securities listed on Appendix A hereto and the Cash Deposit in the Escrow Fund (as hereinafter defined) are sufficient to provide for the timely payment of the Refunded Bonds as described above, has determined that such Escrow Securities, together with the interest accruing thereon, and a cash deposit (the “Cash Deposit”) in the Escrow Fund are sufficient for such purpose; and

WHEREAS, the City has entered into this Agreement with the Escrow Agent simultaneously with the delivery of the Series 2016A Bonds in order to ensure that the procedure required for the payment and redemption of the Refunded Bonds will be followed;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein set forth, the parties hereto agree as follows:

1. There is hereby created and established with the Escrow Agent a special, segregated and irrevocable escrow fund designated “City of Greenville Series 2005 Greenville Utilities Commission Combined Enterprise System Revenue Bonds Escrow Fund” (the “2005 Escrow Fund”) and a special, segregated and irrevocable escrow fund designated “City of Greenville Series 2008A Greenville Utilities Commission Combined Enterprise System Revenue Bonds Escrow Fund” (the “2008 Escrow Fund” and together with the 2005 Escrow Fund, the “Escrow Funds”) each to be held in the custody of the Escrow Agent as a trust fund for the benefit of the registered owners of the Refunded Bonds, separate and apart from other funds of the City and the Escrow Agent. The Escrow Agent hereby accepts and acknowledges the receipt and deposit to the credit of the 2005 Escrow Fund of the sum of \$[] in immediately available funds, and to the credit of the 2008 Escrow Fund of the sum of \$[] the same being a portion of the proceeds received by the City from the sale and delivery of the Series 2016A Bonds.

2. The Escrow Agent represents and acknowledges that, concurrently with the deposit of the Bond Proceeds described in paragraph 1 above, it shall use them (a) to purchase, on behalf of and for the account of the City, the Escrow Securities described in Appendix A hereto and (b) to make the Cash Deposit in the 2005 Escrow Fund in the amount of \$[] and in the 2008 Escrow Fund in the amount of \$[] (collectively, the “Cash Deposits”). The Escrow Securities are not subject to redemption and are scheduled to mature on or before the time when they will be required for the payment of the principal of and redemption premium and interest on the Refunded Bonds.

3. In reliance upon the Verification Report, the City has determined that the interest on and the principal amounts successively maturing on the SLGS in accordance with their terms and the Cash Deposits are sufficient so that money will be available to the Escrow Agent in amounts sufficient to pay and redeem the Refunded Bonds as described in Appendix B attached hereto. If any deficiency from the SLGS and the Cash Deposits on deposit in the Escrow Funds arises, the City shall deposit timely to the credit of the Escrow Fund such additional amounts as may be required to meet fully the amount due and payable. Notice of any insufficiency shall be given by the Escrow Agent to the City as soon as possible, but the Escrow Agent shall not be responsible for the City’s failure to make deposits.

4. The Escrow Agent shall, solely from moneys in the Escrow Fund, provide the Trustee, with amounts sufficient to pay the redemption premium, if any, and the interest on and the principal of each of the Refunded Bonds as the same become due and payable, all as described in Appendix B attached hereto; provided, however, that the Escrow Agent shall not be required to make any disbursement until it possesses sufficient funds therefor.

5. The Escrow Agent shall hold the Escrow Securities, any Substitute Obligations (as hereinafter defined) and the Cash Deposits in the 2005 Escrow Fund and the 2008 Escrow Fund at all times as special and separate trust funds for the benefit of the registered owners of the Refunded Bonds, wholly segregated from other funds and securities on deposit with it, shall never commingle the SLGS and the Cash Deposit with other funds or securities owned or held by it, and shall never at any time use, loan or borrow the same in any way other than as provided in this Agreement. Nothing herein contained shall be construed as requiring the Escrow Agent to keep the identical money, or any part thereof, in the 2005 Escrow Fund or 2008 Escrow Fund if it is impractical, but money of an equal amount, except to the extent represented by the Escrow Securities, must always be maintained on deposit in the 2005 Escrow Fund and 2008 Escrow Fund as trust funds, held by the Escrow Agent as trustee, and special accounts for the 2005 Escrow Fund and 2008 Escrow Fund evidencing such facts shall at all times be maintained on the books of the Escrow Agent, together with the Escrow Securities so purchased.

6. The Escrow Agent shall, from time to time, collect and receive the interest accruing and payable on the Escrow Securities and the Substitute Obligations and the maturing principal amounts of the Escrow Securities and the Substitute Obligations as the same become due and credit the same to the Escrow Fund, so that the interest on and proceeds of the Escrow Securities and the Substitute Obligations, as such become due, will be available, together with the Cash Deposits, to meet the payment requirements of the Refunded Bonds as shown in Appendix B to this Agreement.

7. The Escrow Agent shall apply the principal and interest received from the Escrow Securities, the Substitute Obligations and the Cash Deposits solely to the payment of the interest on and the maturing principal or redemption price of the Refunded Bonds. Any portions of the principal of or the interest on the Escrow Securities and the Substitute Obligations received by the Escrow Agent and not needed at the time to make the aforesaid payments on the Refunded Bonds shall remain in trust and be invested in SLGS maturing prior to the earliest of the next redemption date, maturity date or interest payment date for the Refunded Bonds, at a zero (-0-) yield for the benefit of the registered owners of the Refunded Bonds until applied as aforesaid as shown in Appendix B attached hereto or, if such obligations are not obtainable, shall be held in cash uninvested in the applicable Escrow Fund unless the Escrow Agent receives from the General Manager of the Greenville Utilities Commission (the "Commission") or the Chief Financial Officer of the Commission or their designees written direction to invest such funds together with (i) a certification from an independent certified public accountant that there shall be on deposit after the transactions are completed, securities the maturing principal of and interest (excluding any reinvestment earnings) on which will be sufficient, together with the Cash Deposit and any other cash on deposit in the Escrow Funds, to meet the payment requirements on the Refunded Bonds and (ii) an unqualified opinion from a nationally recognized bond counsel or tax counsel acceptable to the City to the effect that the transactions will not cause any obligations of the City to be "arbitrage bonds" within the meaning of the applicable provisions of Section 148 of the Code. The Escrow Funds shall continue in effect to and including the date upon which the Escrow Agent makes the final payment to any paying agent for the applicable Refunded Bonds or itself in an amount sufficient to pay the balance of the principal of and interest and redemption premium, if any, coming due on the Refunded Bonds whereupon the Escrow Agent shall, upon the written direction of the Chief Financial Officer of the Greenville Utilities Commission, deliver to the City or sell or redeem any Escrow

Securities remaining in the Escrow Fund and, if such Escrow Securities have been sold or redeemed shall remit to the City the proceeds thereof, together with all other money, if any, then remaining in the Escrow Fund.

8. At the written request of the General Manager of the Commission or the Chief Financial Officer of the Commission or their designee and upon compliance with the conditions hereinafter stated, the Escrow Agent shall sell, transfer, otherwise dispose of or request the redemption of any of the SLGS acquired hereunder and shall either apply the proceeds thereof to the full discharge and satisfaction of the Refunded Bonds or substitute other non-callable direct obligations of, or non-callable, non-prepayable obligations the full and timely payment of principal of and interest on which are fully and unconditionally guaranteed by, the United States of America (excluding mutual funds and unit investment trusts) (the "Substitute Obligations") for such Escrow Securities. The City will not request the Escrow Agent to exercise any of the powers described in the preceding sentence in any manner which would cause any obligations of the City to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder (the "Code"). The transactions hereinabove described in this section may be effected only if (i) an independent certified public accountant shall certify to the Escrow Agent that there shall be on deposit after the transactions are completed, Escrow Securities and Substitute Obligations the maturing principal of and interest (excluding any reinvestment earnings) on which will be sufficient, together with the Cash Deposit and any other cash on deposit in the Escrow Funds, to meet the payment requirements on the Refunded Bonds and (ii) the Escrow Agent shall receive an unqualified opinion from a nationally recognized bond counsel or tax counsel acceptable to the City to the effect that the transactions will not cause any obligations of the City to be "arbitrage bonds" within the meaning of the applicable provisions of Section 148 of the Code.

9. The Escrow Agent shall not be liable or responsible for any loss resulting from any investment made pursuant to this Agreement.

10. In the event of the Escrow Agent's failure to account for any of the Escrow Securities, Substitute Obligations or funds received by it for the City's account under this Agreement, said Escrow Securities, Substitute Obligations or funds shall be and remain the property of the Escrow Fund in trust for the registered owners of the Refunded Bonds, as herein provided, and if for any reason such Escrow Securities, Substitute Obligations or funds cannot be identified, the Escrow Agent shall proceed as promptly as possible to make such identification. The registered owners of the Refunded Bonds shall be entitled to a preferred claim and shall have the first lien upon such funds and securities enjoyed by a trust beneficiary. The funds and securities received by the Escrow Agent in the Escrow Fund under this Agreement shall not be considered as a banking deposit by the City, and the City shall have no right or title with respect thereto. The funds and securities so received by the Escrow Agent as escrowee and trustee under this Agreement shall not be subject to checks or drafts drawn by the City or claims against the City by any creditor of the City other than the registered owners of the Refunded Bonds.

11. On or before the last business day of each month following an interest payment date on the Refunded Bonds, commencing in June 2016, so long as any of the Escrow Funds are maintained under this Agreement, the Escrow Agent shall forward to the City, to the attention of the Chief Financial Officer of the Greenville Utilities Commission, a statement describing the

Escrow Securities, any Substitute Obligations and any other funds held, including the income earned therefrom and the maturities thereof, and any withdrawals of money from the Escrow Funds since the last statement furnished pursuant to this paragraph.

12. (a) The City has specifically and irrevocably elected to redeem on July __, 2016, the 2005 Refunded Bonds. The Escrow Agent is hereby irrevocably authorized and directed, and hereby agrees, that, at least thirty (30) days before such redemption date, it will cause a notice of such redemption to be mailed by (a) registered or certified mail, postage prepaid, to [Bank of America, N.A.], _____. Notice of such redemption shall be in substantially the form set forth in Appendix C-1 to this Agreement. The Escrow Agent agrees to inform the City promptly and in writing of such action.

The Escrow Agent is hereby further directed, and hereby agrees, that, on the date the Bond Proceeds are deposited to the credit of the 2005 Escrow Fund, it will provide, on behalf of the City, [by registered or certified mail or overnight express delivery], to Bank of America, N.A., notice of the establishment of the 2005 Escrow Fund. Such notice shall be in substantially the form set forth in Appendix D-1 to this Agreement. If mailed or sent by overnight express delivery, said notice shall be sent to the address set forth in the first paragraph of this Section 12(a).

The cost of mailing or delivery of such notices shall be borne by the City.

(b) The City has specifically and irrevocably elected to redeem on November 1, 2018, the 2008 Refunded Bonds. The Escrow Agent is hereby irrevocably authorized and directed, and hereby agrees, that, at least thirty (30) days before each redemption date, it will (a) cause a notice of such redemption to be mailed by (a) registered or certified mail, postage prepaid, to The Depository Trust Company (“DTC”), _____ and (b) post such notice to The Electronic Municipal Market Access System administered by The Municipal Securities Rulemaking Board (“EMMA”). Notice of such redemption shall be in substantially the form set forth in Appendix C-2 to this Agreement. The Escrow Agent agrees to inform the City promptly and in writing of such action.

The Escrow Agent is hereby further directed, and hereby agrees, that, on the date the Bond Proceeds are deposited to the credit of the 2008 Escrow Fund, it will (a) provide, on behalf of the City, [by registered or certified mail or overnight express delivery, to DTC, notice of the establishment of the 2008 Escrow Fund] and (b) post notice of the establishment of the 2005 Escrow Fund to EMMA. Such notice shall be in substantially the form set forth in Appendix D-2 to this Agreement. If mailed or sent by overnight express delivery, said notice shall be sent to the address set forth in the first paragraph of this Section 12(b).

The cost of mailing or delivery of such notices shall be borne by the City.

13. It is expressly understood and agreed that the Escrow Agent’s duties and obligations in connection with this Agreement are confined to those expressly defined herein and no additional covenants or obligations shall be read into this Agreement against the Escrow Agent. The Escrow Agent shall have no responsibility to the City or any other person in connection herewith except those specifically provided herein and shall not be responsible for anything done

or omitted to be done by it except for its own negligence or willful misconduct. The Escrow Agent, except as herein specifically provided for, is not a party to, nor is it bound by or need it give consideration to the terms or provisions of any other agreement or undertaking between the City and any other person, and the Escrow Agent assents to and is to give consideration only to the terms and provisions of this Agreement. Unless specifically provided herein, the Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the City with respect to arrangements or contracts with others, the Escrow Agent's sole duty hereunder being to safeguard the Escrow Fund and to dispose of and deliver the same in accordance with this Agreement. If, however, the Escrow Agent is called upon by the terms of this Agreement to determine the occurrence of any event or contingency, the Escrow Agent shall be obligated, in making such determination, to exercise reasonable care and diligence, and in event of error in making such determination the Escrow Agent shall be liable for its own negligence or willful misconduct. In determining the occurrence of any such event or contingency, the Escrow Agent may request from the City or any other person such reasonable additional evidence as the Escrow Agent in its reasonable discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection may inquire and consult with the City, among others, at any time. The Escrow Agent may consult with legal counsel, and the opinion of such counsel shall be full and complete authority and protection to the Escrow Agent as to any action taken or omitted by it in good faith and in accordance with such opinion, and the reasonable fees and expenses of such counsel shall be paid by the City. Any payment obligation of the Escrow Agent hereunder shall be paid from, and is limited to funds available, established and maintained hereunder and the Escrow Agent shall not be required to expend its own funds for the performance of its duties under this Agreement. The Escrow Agent shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; hurricanes or other storms; wars; terrorism; similar military disturbances; sabotage; epidemic; pandemic; riots; interruptions; loss or malfunctions of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action.

14. This Agreement is between the City and the Escrow Agent only, and in connection therewith the Escrow Agent and the City may conclusively rely upon the Verification Report in connection with this Agreement, and the Escrow Agent shall not be liable to any person in any manner for such reliance. The duties of the Escrow Agent hereunder shall only be to the City and the registered owners of the Refunded Bonds.

15. The Escrow Agent shall conclusively rely upon and may act upon any written notice, request, waiver, consent, certificate, receipt, authorization, power of attorney, or other instrument or document which the Escrow Agent in good faith believes to be genuine and to be what it purports to be.

16. Any notice, authorization, request, or demand required or permitted to be given to the City or the Escrow Agent hereunder shall be in writing and shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid, addressed as follows:

to the City, if addressed to

Greenville Utilities Commission
Post Office Box 1847
401 S. Greene Street
Greenville, North Carolina 27835-1847
Attention: Chief Financial Officer

to the Escrow Agent, if addressed to

[The Bank of New York Trust Company, N.A.
10161 Centurion Parkway
Jacksonville, Florida 32256
Attention: Corporate Trust Department]

Either of such addresses may be changed at any time upon written notice of such change being sent by United States registered mail, postage prepaid, to the other party by the party effecting the change.

The Escrow Agent shall have the right to accept and act upon directions or instructions given pursuant to this Agreement and delivered using Electronic Means (defined below); provided, however, that the City or the Commission, as the case may be, shall provide to the Escrow Agent an incumbency certificate listing Authorized Officers with the authority to provide such directions or instructions (each an "Authorized Officer") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the City or the Commission elects to give the Escrow Agent directions or instructions using Electronic Means and the Escrow Agent in its discretion elects to act upon such directions or instructions, the Escrow Agent's understanding of such directions or instructions shall be deemed controlling. The City and the Commission each understands and agrees that the Escrow Agent cannot determine the identity of the actual sender of such directions or instructions and that the Escrow Agent shall conclusively presume that directions or instructions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Escrow Agent have been sent by such Authorized Officer. The City and the Commission, as the case may be, shall each be responsible for ensuring that only Authorized Officers transmit such directions or instructions to the Escrow Agent and that all Authorized Officers treat applicable user and authorization codes, passwords and/or authentication keys as confidential and with extreme care. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such directions or instructions notwithstanding such directions or instructions conflict or are inconsistent with a subsequent written direction or written instruction. Each of the City and the Commission agree: (i) to assume all risks arising out of the use of Electronic Means to submit directions or instructions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized directions or instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting directions or instructions to the Escrow Agent and that there may be more secure methods of transmitting directions or instructions; (iii) that the security procedures (if any) to be followed in connection

with its transmission of directions or instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances and (iv) to notify the Escrow Agent immediately upon learning of any compromise or unauthorized use of the security procedures. "Electronic Means" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys, or another method or system specified by the Escrow Agent as available for use in connection with its services hereunder.

17. Whenever under the terms of this Agreement the performance date of any act to be done hereunder shall fall on a day which is not a legal banking day in the State of North Carolina and upon which the Escrow Agent is not open for business, the performance thereof on the next succeeding business day of the Escrow Agent shall be deemed to be in full compliance with this Agreement. Whenever time is referred to in this Agreement it shall be the time recognized by the Escrow Agent in the ordinary conduct of its normal business transactions.

18. Time shall be of the essence in the performance of obligations from time to time imposed upon the Escrow Agent by this Agreement.

19. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective personal representatives, successors, and assigns.

20. The Escrow Agent acknowledges receipt of good and valuable consideration for all of its costs, charges, services, and expenses as Escrow Agent for the services rendered or to be rendered pursuant to this Agreement. The City agrees, to the extent permitted by law, to indemnify the Escrow Agent and hold it harmless against any liability which it may incur while acting in good faith in its capacity as Escrow Agent under this Agreement, including, but not limited to, any court costs and reasonable attorneys' fees, costs and expenses. Such costs, charges and expenses of the Escrow Agent shall be paid, or caused to be paid, by the City from sources other than the Escrow Fund, and in no event shall such costs, charges, expenses, and indemnification give rise to any claim against the Escrow Fund, the moneys in which are solely for the benefit of the holders or registered owners of the Refunded Bonds until the payment thereof. The Escrow Agent agrees that it will assert no lien against the money and securities in the Escrow Fund in connection with any payment owed to it.

21. The Escrow Agent may resign and thereby become discharged from the trusts hereby created, by notice in writing given to the City and the registered owners of the Refunded Bonds as their names appear on the registration books of the Bond Registrar as of the fifteenth (15th) day prior to the date such notice is mailed. The Escrow Agent will continue to serve as Escrow Agent until a successor is appointed. However, such resignation shall take effect immediately, upon the appointment of a new Escrow Agent hereunder, if such new Escrow Agent shall be appointed before the time limited by such notice and shall then accept the trusts thereof. In the event of the resignation of the Escrow Agent prior to the expiration of this Agreement, the Escrow Agent shall rebate to the City a ratable portion of any fee theretofore paid by the City to the Escrow Agent for its services under this Agreement.

Within sixty (60) days after the receipt by the City of such notice, the City shall appoint a successor Escrow Agent to fill such vacancy. Any successor Escrow Agent shall be a bank or

trust company within or without the State of North Carolina which (i) is duly authorized to exercise corporate trust powers and subject to examination by federal or state authority, (ii) is of good standing and (iii) has a combined capital and surplus aggregating not less than \$100,000,000 or is approved by the Local Government Commission of North Carolina.

If no appointment of a successor Escrow Agent shall be made pursuant to the foregoing provisions of this section, the retiring Escrow Agent or any holder of the Refunded Bonds may apply to any court of competent jurisdiction to appoint a successor Escrow Agent. Such court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Escrow Agent.

Any company or national banking association into which the Escrow Agent may be merged or converted, or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party or any company to which the Escrow Agent may sell or transfer all or substantially all of its corporate trust business, shall be the successor to the Escrow Agent without the execution or filing of any paper or further act by the successor Escrow Agent.

22. This Agreement shall terminate when the Refunded Bonds have been paid and discharged in accordance with the provisions of the resolutions authorizing the Refunded Bonds. All representations, covenants and indemnifications of the City contained herein shall survive the termination of this Agreement.

23. If any one or more of the covenants or agreements provided in this Agreement on the part of the City or the Escrow Agent to be performed shall be determined by a court of competent jurisdiction to be contrary to law, notice of said determination shall be given to [Moody's Investors Service, _____, Attention: _____, and Standard & Poor's Ratings Services, _____, Attention: _____, and mailed to the City or the Escrow Agent, as the case may be, by the party receiving such determination. Such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

24. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

25. So long as the rights of the registered owners of the Refunded Bonds shall not be affected adversely thereby, this Agreement may, without the consent of or notice to any of the registered owners of the Refunded Bonds, but with prior notice, together with a copy of the proposed changes to this Agreement, [to Moody's Investors Service and Standard & Poor's Ratings Services], at the respective addresses set forth in Section 23 hereof, be amended, from time to time, to cure any ambiguity or formal defect or omission in this Agreement or in any supplement hereto and to grant to or confer upon the Escrow Agent for the benefit of the owners of the Refunded Bonds any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Escrow Agent. Any such amendment shall be effective only if contained in a written instrument executed by the City and the Escrow Agent.

Prior to executing any amendment to this Agreement, there shall be delivered to the Escrow Agent an opinion of counsel acceptable to the Escrow Agent to the effect that such amendment is authorized or permitted by this Agreement.

26. This Agreement shall be irrevocable unless the consent of all registered owners of the Refunded Bonds is obtained, in which case notice of revocation shall be given [to Moody's Investors Service and Standard & Poor's Ratings Services] at the respective addresses set forth in Section 23 hereof.

27. The Escrow Agent shall have the right to petition any court of competent jurisdiction to resolve any dispute arising under this Agreement and, in connection therewith, to be reimbursed by the City for all of its reasonable legal fees, costs and expenses.

28. In the event the Refunded Bonds shall be converted to certificated form, the City agrees that it will, not later than thirty (30) days prior to the next ensuing interest payment date, appoint a paying agent therefor and give the Escrow Agent written notice of such appointment.

29. Capitalized terms not defined in this Agreement shall have the meaning assigned by the Bond Order.

30. This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers as of the date first above written.

CITY OF GREENVILLE, NORTH CAROLINA

By _____
City Manager

THE BANK OF NEW YORK TRUST COMPANY, N.A.

By _____
Vice President

APPENDIX B

PAYMENT REQUIREMENTS FOR
2005 REFUNDED BONDS

<u>DATE</u>	<u>PRINCIPAL</u>	<u>INTEREST</u>	<u>REDEMPTION PREMIUM</u>	<u>TOTAL AMOUNT DUE</u>
7/_/2016	\$[]	\$ []	\$[]	\$[]

PAYMENT REQUIREMENTS FOR
2008 REFUNDED BONDS

<u>REDEMPTION DATE</u>	<u>PRINCIPAL</u>	<u>INTEREST</u>	<u>REDEMPTION PREMIUM</u>	<u>TOTAL AMOUNT DUE</u>
11/1/2016				
5/1/2017				
11/1/2017				
5/1/2018				
11/1/2018	_____	_____	_____	_____
	\$	\$	\$	\$

APPENDIX C-1

NOTICE OF REDEMPTION

City of Greenville, North Carolina
Greenville Utilities Commission
Combined Enterprise System Revenue Bond, Series 2005
Maturing September 1, 2025

NOTICE IS HEREBY GIVEN by the City of Greenville, North Carolina that the outstanding principal installments on its Revenue Bond, Series 2005, dated July 13, 2005, and maturing on September 1, 2025, inclusive are hereby called for redemption on July __, 2016. Each of the bonds so called for redemption shall be redeemed at a redemption price equal to 103% of the principal installments thereof redeemed plus accrued interest to the date of redemption. The redemption price of, [and premium] and interest on, the bonds shall be payable upon the presentation and surrender thereof at the office of the Trustee, [10161 Centurion Parkway, Jacksonville, Florida 32256]. Interest on said bond called for redemption will cease to accrue on July __, 2016.

Under current federal law, a paying agent making payments of principal and interest on municipal securities may be obligated to withhold tax from the remittances to registered owners who are not "exempt recipients" and who fail to furnish the paying agent with a valid Taxpayer Identification Number. Generally, individuals are not exempt recipients, whereas corporations and certain other entities generally are exempt recipients. Registered owners of the refunded bond who wish to avoid the imposition of this tax should submit certified Taxpayer Identification Numbers when presenting their refunded bond for collection.

Dated this __ day of _____, 2016.

CITY OF GREENVILLE, NORTH CAROLINA

By: The Bank of New York Mellon Trust Company, N.A.
Escrow Agent

C-1-1

Error! Unknown document property name.

Item # 10

APPENDIX C-2

NOTICE OF REDEMPTION

City of Greenville, North Carolina
Greenville Utilities Commission
Combined Enterprise System Revenue Bonds, Series 2008A
Maturing November 1, 2019 through 2025, inclusive and November 1, 2028 and November 1,
2033
CUSIP NOs. _____, _____, _____, _____ and _____

NOTICE IS HEREBY GIVEN by the City of Greenville, North Carolina that its outstanding Revenue Bonds, Series 2008A, dated June 25, 2008, and maturing on November 1, 2019 through 2025, inclusive, and November 1, 2028 and November 1, 2033 are hereby called for redemption on November 1, 2018. Each of the bonds so called for redemption shall be redeemed at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of redemption. The redemption price of, and interest on, the bonds shall be payable upon the presentation and surrender thereof at the office of the Trustee, 10161 Centurion Parkway, Jacksonville, Florida 32256. Interest on said bonds called for redemption will cease to accrue on November 1, 2018.

Under current federal law, a paying agent making payments of principal and interest on municipal securities may be obligated to withhold tax from the remittances to registered owners who are not "exempt recipients" and who fail to furnish the paying agent with a valid Taxpayer Identification Number. Generally, individuals are not exempt recipients, whereas corporations and certain other entities generally are exempt recipients. Registered owners of the refunded bond who wish to avoid the imposition of this tax should submit certified Taxpayer Identification Numbers when presenting their refunded bond for collection.

Dated this ___ day of _____, 2018.

CITY OF GREENVILLE, NORTH CAROLINA

By: The Bank of New York Mellon Trust Company, N.A.
Escrow Agent

APPENDIX D-1

NOTICE OF ESTABLISHMENT OF ESCROW FUND

NOTICE IS HEREBY GIVEN that there have been deposited irrevocable escrow with The Bank of New York Mellon Trust Company, N.A. as Escrow Agent, noncallable direct obligations of the United States of America in an amount which, together with the interest on such obligations, will provide for the redemption in full on July __, 2016 at a redemption price of 103% of the outstanding principal installments plus accrued interest to July __, 2016 of the City of Greenville, North Carolina: Greenville Utilities Commission Combined Enterprise System Revenue Bond, Series 2005, dated July 13, 2005 and maturing on September 1, 2025.

Dated this __ day of _____, __

CITY OF GREENVILLE, NORTH CAROLINA

By: THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
Escrow Agent

D-1-1

Error! Unknown document property name.

Item # 10

APPENDIX D-2

NOTICE OF ESTABLISHMENT OF ESCROW FUND

NOTICE IS HEREBY GIVEN that there have been deposited irrevocable escrow with The Bank of New York Trust Company, N.A. as Escrow Agent, noncallable direct obligations of the United States of America in an amount which, together with the interest on such obligations, will provide for the redemption in full on November 1, 2018 at a redemption price of 100% of the outstanding principal amounts plus accrued interest to November 1, 2018 of the City of Greenville, North Carolina: Greenville Utilities Commission Combined Enterprise System Revenue Bonds, Series 2008A, dated June 25, 2008 and maturing on November 1, 2019 through 2025 and November 1, 2028 and November 1, 2033.

Dated this ___ day of _____, ____

CITY OF GREENVILLE, NORTH CAROLINA

By: THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
Escrow Agent

D-2-1

Error! Unknown document property name.

Item # 10

Draft No. 1
March 9, 2016

BOND PURCHASE AGREEMENT

Among

Local Government Commission,
City of Greenville, North Carolina,
Greenville Utilities Commission,

and

Wells Fargo Bank, National Association,
as Representative of the Underwriters

Relating to

\$ _____
City of Greenville, North Carolina
Greenville Utilities Commission
Combined Enterprise System Revenue Bonds,
Series 2016

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BOND PURCHASE AGREEMENT

Relating to

\$ _____

City of Greenville, North Carolina
Greenville Utilities Commission
Combined Enterprise System Revenue Bonds, Series 2016

May __, 2016

Local Government Commission
Raleigh, North Carolina

City of Greenville, North Carolina
Greenville, North Carolina

Greenville Utilities Commission
Greenville, North Carolina

Ladies and Gentlemen:

The underwriters named below (the “Underwriters”) hereby offer to enter into this Bond Purchase Agreement (the “Agreement”) with the Local Government Commission, a division of the Department of State Treasurer of the State of North Carolina (the “LGC”), the City of Greenville, North Carolina (the “City”) and the Greenville Utilities Commission (the “Commission”) which, upon acceptance of this offer by the LGC and approval of this offer and of the LGC’s acceptance thereof by the City and the Commission, will be binding upon the LGC, the City, the Commission and the Underwriters. This offer is made subject to acceptance by the LGC and approval by the City and the Commission on or before 5:00 p.m., Raleigh, North Carolina time, on the date hereof and, if not so accepted and approved, will be subject to withdrawal by the Underwriters upon notice delivered to the LGC and the City at any time prior to such acceptance and approval.

1. Purchase and Sale of the Bonds. Upon the terms and conditions hereof and upon the basis of the representations set forth herein, the Underwriters hereby agree to purchase the \$ _____ aggregate principal amount of City of Greenville, North Carolina Greenville Utilities Commission Combined Enterprise System Revenue Bonds, Series 2016 (the “Bonds”), and the LGC, the City and the Commission hereby agree to sell to the Underwriters all, but not less than all, of the Bonds at a purchase price equal to \$ _____ (representing the aggregate principal amount of the Bonds, plus/less a net original issue premium/discount of \$ _____ and less an underwriters’ discount of \$ _____) (such delivery and payment and other actions contemplated hereby to take place at the time thereof being herein sometimes referred to as the “Closing”).

The Bonds are being issued for the purpose of providing funds, together with any other available funds, to (a) pay the cost of acquiring and constructing improvements to the City's electric system, water system, sanitary sewer system and natural gas system, (b) refund all or a portion of the Greenville Utilities Commission Combined Enterprise System Revenue Bonds, Series 2005 and Greenville Utilities Commission Combined Enterprise System Revenue Bonds, Series 2008A (collectively, the "Refunded Bonds"), (c) fund capitalized interest on a portion of the 2016 Bonds and (d) pay certain financing costs.

The Bonds are being issued pursuant to The State and Local Government Revenue Bond Act, Article 5, as amended, of Chapter 159 of the General Statutes of North Carolina (the "Act"), a bond order approved and recommended for adoption by the Commission and adopted by the City on August 11, 1994, as amended and restated as of April 13, 2000 (the "Bond Order"), under which The Bank of New York Mellon Trust Company, N.A. is acting as Trustee (the "Trustee"), and a series resolution adopted April __, 2016 (the "Series Resolution") (the Bond Order and the Series Resolution being herein collectively referred to as the "Resolutions"). The Bonds shall mature in such years and amounts, shall bear interest from their date at such rates and shall have such other terms as described in the Official Statement.

You shall deliver or cause to be delivered to us prior to your acceptance hereof:

(a) one copy of the Official Statement, dated the date hereof, substantially in the form of the Preliminary Official Statement, dated May __, 2016 (the "Preliminary Official Statement"), relating to the Bonds, with only such changes therein as shall have been approved by us (such Preliminary Official Statement, with such changes, being herein called the "Official Statement," except that, if the Official Statement has been amended between the date hereof and the date of Closing referred to in Section 7, the term "Official Statement" shall refer to the Official Statement as so amended), signed on behalf of the LGC by its Secretary, on behalf of the City by the City Manager or any other representative of the City authorized by resolution of the City Council of the City and on behalf of the Commission by the General Manager or any other representative of the Commission authorized by resolution of the Commission; and

(b) letters from Raftelis Financial Consultants, Inc. and Black and Veatch Corporation consenting to the inclusion of their reports, and of references to them, in the Preliminary Official Statement and the Official Statement.

Certain capitalized terms used in this Agreement which are not defined herein shall have the meaning given such terms in the Official Statement.

2. Public Offering. The Underwriters agree to make a bona fide public offering of the Bonds at the interest rates and the initial offering prices or yields set forth on the inside cover page of the Official Statement. The Underwriters, however, reserve the right to change such initial offering prices or yields as the Underwriters shall deem necessary in connection with the marketing of the Bonds and to offer and sell the Bonds to certain dealers (including dealers depositing the Bonds into investment trusts) and others at prices lower than the initial offering prices or higher yields than set forth on the inside cover page of the Official Statement. The Underwriters shall inform the LGC, the City and the Commission of any such changes in offering prices or yields and the amount of any such changes. The Underwriters also reserve the

right to over-allot or effect transactions that stabilize or maintain the market price of the Bonds at a level above that which might otherwise prevail in the open market and to discontinue such stabilizing, if commenced, at any time. At Closing, the Underwriters shall deliver to the City a certificate, in a form satisfactory to Sidley Austin LLP, Washington, D.C., bond counsel to the City (“Bond Counsel”), executed by an appropriate representative of the Underwriters, stating the initial offering prices paid by the public for the Bonds, excluding underwriters, bond houses, brokers and other intermediaries.

The Underwriters represent and warrant that they will offer the Bonds only pursuant to the Official Statement and only in states where the offer and sale of the Bonds are legal, either as exempt securities, as exempt transactions or as a result of due registration of the Bonds for sale in any such state.

The Underwriters acknowledge that neither the LGC, the City nor the Commission has authorized or consented to:

(a) the sale of Bonds to any purchaser in connection with the initial public offering of the Bonds unless a copy of the Official Statement is delivered to such purchaser not later than the settlement of such transaction;

(b) making any representations or providing any information to prospective purchasers of the Bonds in connection with the public offering and sale of Bonds other than the information set forth in the Preliminary Official Statement, the Official Statement and any amendment thereto approved in writing by the LGC, the City and the Commission; or

(c) any actions in connection with the public offering and sale of the Bonds in violation of applicable requirements of federal and state securities laws and any applicable requirements of the Municipal Securities Rulemaking Board (“MSRB”) and the Financial Industry Regulatory Authority, Inc.

3. Representations of the Underwriters. The Underwriters have designated Wells Fargo Bank, National Association to act as their representative (the “Representative”) and to execute and deliver this Agreement on their behalf and the Representative hereby represents that it, as the Representative, has been authorized to execute this Agreement and to perform the other functions, as herein set forth, for and on behalf of the Underwriters. The payment for, acceptance of and execution and delivery of any receipt for the Bonds and any other instruments in connection with the Closing shall be valid and sufficient for all purposes and binding upon the Underwriters, provided that any such action by the Underwriters shall not impose any obligation or liability upon it other than as may arise as expressly set forth in this Agreement.

4. Representations and Warranties of the LGC. The LGC makes the following representations and warranties to the Underwriters, all of which shall survive the delivery of the Bonds:

(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 Bonds as provided in this 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 Agreement and has taken or will take all action necessary or appropriate to carry out the sale and delivery of the Bonds to the Underwriters.

(d) The execution and delivery of this Agreement and the performance by the LGC of its obligations hereunder are within the powers of the LGC and 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) The LGC has duly approved and authorized the distribution of the Preliminary Official Statement and the execution, delivery and distribution of the Official Statement in connection with the public offering and sale of the Bonds.

(f) No consent, approval, authorization or order of any governmental or regulatory authority, other than the approvals of the City and the Commission as herein required, is required to be obtained by the LGC as a condition precedent to the issuance or sale of the Bonds or the execution and delivery of the Official Statement or this Agreement or the performance by the LGC of its obligations hereunder; provided, however, that no representation or warranty is expressed as to any action required under federal or North Carolina or other state securities or blue sky laws in connection with the offering or sale of the Bonds by the Underwriters.

(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 Bonds or the execution or delivery by the LGC of this Agreement and the performance of its obligations hereunder.

5. Representations and Warranties of the City. The City makes the following representations and warranties to the Underwriters, all of which shall survive the delivery of the Bonds:

(a) The City is a municipal corporation duly organized and validly existing under the Constitution and laws of the State of North Carolina and is authorized pursuant to the provisions of the Act to (i) pay the cost of acquiring and constructing improvements to the City's electric system, water system, sanitary sewer system and natural gas system, (ii) refund the Refunded Bonds, (iii) fund capitalized interest on a portion of the 2016 Bonds and (iv) pay certain financing costs.

(b) The City (i) has full legal right, power and authority to adopt the Resolutions, execute and deliver this Agreement and the Escrow Deposit Agreement, dated as of June 1, 2016 (the "Escrow Deposit Agreement"), between the City and The Bank of New York Mellon Trust Company, N.A., as escrow agent, and to issue and deliver the Bonds to the Underwriters as provided herein and to carry out and consummate all the transactions described in the Official

Statement or contemplated by each of the aforesaid documents and (ii) has complied with all provisions of applicable law, including the Act, in all material matters relating to such transactions.

(c) By official action of the City prior to or concurrently with the date hereof, the City has duly adopted the Resolutions and authorized (i) the execution and delivery by the City of this Agreement and the Escrow Deposit Agreement, (ii) the issuance and delivery of the Bonds, (iii) the distribution of the Preliminary Official Statement and the execution, delivery and distribution of the Official Statement and (iv) the taking of any and all such action as may be required on the part of the City to carry out, give effect to and consummate the transactions contemplated by such documents.

(d) This Agreement, the Escrow Deposit Agreement and the Resolutions constitute legal, valid and binding obligations of the City enforceable in accordance with their respective terms, except as enforcement of the foregoing may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles.

(e) When delivered to and paid for by the Underwriters at Closing in accordance with the provisions of this Agreement, the Bonds will have been duly authorized, executed and delivered by the City and will constitute legal, valid and binding special obligations of the City enforceable in conformity with the provisions of the Act and the Constitution and laws of the State of North Carolina, 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.

(f) The Bonds will be in substantially the form set forth in the Series Resolution.

(g) The execution and delivery of this Agreement and the Escrow Deposit Agreement, the adoption of the Resolutions and the issuance and delivery of the Bonds and compliance with the provisions of each do not and will not conflict with or constitute on the part of the City a violation of, breach of or default under its charter or any law, indenture, mortgage, deed of trust, note, loan agreement or other agreement or instrument to which the City is a party or by which the City or any of its property is bound, or any order, rule or regulation of any court or governmental agency or body having jurisdiction over the City or any of its activities or properties, and such action will not result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or other assets of the City under the terms of any such law, agreement, instrument, order, rule or regulation, except as provided or permitted by the Bonds and the Resolutions.

(h) All consents, approvals, authorizations and orders of any governmental or regulatory authority which are required for the issuance and delivery of the Bonds as contemplated by the Official Statement or this Agreement have been or will be obtained at or prior to Closing.

(i) Subject to the provisions of the Resolutions, the City will apply the proceeds derived from the sale of the Bonds to the purposes specified in the Resolutions.

(j) The City is not in violation or breach of or default under any applicable law or administrative regulation of the State of North Carolina or the United States or any applicable judgment or decree or administrative ruling, or any agreement, resolution, certificate or other instrument to which the City is a party or is otherwise subject, which violation, breach or default would in any way materially adversely affect the transactions contemplated by this Agreement, or the Resolutions, or the issuance of the Bonds, and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute such a violation, breach or default.

(k) As of the date hereof and as of the date of Closing, the Official Statement does not and will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the City makes no representation or warranty as to information with respect to the offering of the Bonds set forth on the inside cover page of, in the stabilizing legend in or under the heading "UNDERWRITING" in the Official Statement or in Appendix G to the Official Statement.

(l) Between the date hereof and the date of Closing, the City will not issue any bonds, notes or other obligations for borrowed money which will materially and adversely affect the transactions contemplated by the Official Statement, and subsequent to the respective dates as of which information is given by the Official Statement and up to and including the date of Closing, the City has not incurred and will not incur any material liabilities, direct or contingent, nor will there be any adverse change of a material nature in the financial position, results of operations or condition, financial or otherwise, of the City, except as described in the Official Statement.

(m) The City will furnish such information, execute such instruments and take such other action in cooperation with the Underwriters as the Underwriters may reasonably request to qualify the Bonds for offer and sale under the securities laws or regulations of such states and other jurisdictions of the United States as the Underwriters may designate; provided, however, that in no event shall the City be obligated to take any action that would subject it to general service of process in any jurisdiction where it is not now so subject, or qualify it to do business in any such jurisdiction, it being understood that the City is not responsible for compliance with or the consequences of failure to comply with applicable state securities laws and regulations.

(n) No consent, approval, authorization or order of, or filing or registration with, any court or governmental agency or body is required for the issuance, delivery or sale of the Bonds or the consummation of the other transactions contemplated by this Agreement or the Escrow Deposit Agreement, except as may be required under the blue sky or other securities laws or regulations of any jurisdiction in connection with the offering and sale of the Bonds by the Underwriters, or if any such consent, approval or authorization is required, the City will obtain it prior to the date of Closing and will provide evidence to the Underwriters that the same has been obtained.

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

(p) The Preliminary Official Statement is deemed to be a final official statement within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (“Rule 15c2-12”), except for the omission of certain pricing and other information authorized to be omitted by Rule 15c2-12.

(q) The Official Statement is deemed to be a final official statement within the meaning of Rule 15c2-12.

(r) Except as disclosed in the Official Statement, there is no litigation or any other proceeding before any court or governmental body or agency, pending or, to the knowledge of the City, threatened against or involving the City or any of the members of the City Council of the City in their respective capacities as such (nor, to the knowledge of the City, is there any basis therefor), restraining or enjoining the sale, execution or delivery of the Bonds, or in any way contesting or affecting the validity of the Bonds or any proceedings of the City taken with respect to the sale thereof, or wherein an unfavorable decision, ruling or finding would, in any way, adversely affect (i) the transactions contemplated by this Agreement or the Official Statement, (ii) the organization, existence, or powers of the City or the title to the office of any of the members of said City Council, (iii) the business, properties or assets or the condition, financial or otherwise, of the City, (iv) the validity or enforceability of this Agreement, the Resolutions or the Bonds (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 of the interest on the Bonds from taxation as described in the Official Statement.

(s) Pursuant to the Series Resolution, the City will undertake to provide certain annual financial information and operating data related to the City and notice of the occurrence of certain material events as specified in the Series Resolution and the Official Statement (the “Undertaking”).

(t) **[During the last five years, the City has not failed to materially comply with any previous undertaking relating to any continuing disclosure undertaking pursuant to Rule 15c2-12.]**

6. Representations and Warranties of the Commission. The Commission makes the following representations and warranties to the Underwriters, all of which shall survive the delivery of the Bonds:

(a) The Commission has been created in accordance with Chapter 861 of the 1991 Session Laws of North Carolina (the “Charter”) for the proper management of the public utilities of the City and is granted by the Charter the entire supervision and control of the management, operation, maintenance, improvement, and extension of the public utilities of the City.

(b) The Commission (i) has full legal right, power and authority to execute and deliver this Agreement and carry out and consummate all other transactions described in the Official Statement or contemplated by each of the aforesaid documents which are required to be carried out or consummated by the Commission and (ii) has complied with all provisions of

applicable law, including the Act and the Charter, in all material matters relating to such transactions.

(c) By official action of the Commission prior to or concurrently with the date hereof, the Commission has duly authorized (i) the execution and delivery by the Commission of this Agreement and the approval of the Resolutions, (ii) the distribution of the Preliminary Official Statement and the execution, delivery and distribution of the Official Statement and (iii) the taking of any and all such action as may be required on the part of the Commission to carry out, give effect to and consummate the transactions contemplated by such documents.

(d) This Agreement, when duly executed and delivered (and assuming due authorization, execution and delivery thereof by the other parties thereto), will constitute a legal, valid and binding agreement of the Commission enforceable against the Commission in accordance with its 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.

(e) The execution and delivery of this Agreement, the approval of the Resolutions and the issuance and delivery of the Bonds and compliance with the provisions of each do not and will not conflict with or constitute on the part of the Commission a violation of, breach of or default under the Charter or any law, indenture, mortgage, deed of trust, note, loan agreement or other agreement or instrument to which the Commission is a party or by which the Commission or any of its property is bound, or any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Commission or any of its activities or properties, and such action will not result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the properties or other assets of the Commission under the terms of any such law, agreement, instrument, order, rule or regulation, except as provided or permitted by the Bonds and the Resolutions.

(f) Subject to the provisions of the Resolutions, the Commission will apply the proceeds derived from the sale of the Bonds to the purposes specified in the Resolutions.

(g) The Commission is not in violation or breach of or default under any applicable law or administrative regulation of the State of North Carolina or the United States or any applicable judgment or decree or administrative ruling, or any agreement, resolution, certificate or other instrument to which the Commission is a party or is otherwise subject, which violation, breach or default would in any way materially adversely affect the transactions contemplated by this Agreement, or the Resolutions, or the issuance of the Bonds, and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute such a violation, breach or default.

(h) As of the date hereof and as of the date of Closing, the Official Statement does not and will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the Commission makes no representation or warranty as to information with respect to the offering of the Bonds set forth on the inside cover

page of, in the stabilizing legend in or under the heading “UNDERWRITING” in the Official Statement or in Appendix G to the Official Statement.

(i) The audited financial statements of the Commission contained in the Preliminary Official Statement and the Official Statement present fairly the financial position of the Commission as of the dates specified therein, and the results of its operations and changes in its financial position for the periods specified therein, in conformity with generally accepted accounting principles applied on a consistent basis. Subsequent to the respective dates of the most recent financial statements included in the Preliminary Official Statement and Official Statement, there has been no material adverse change in the financial position or results of operations of the Commission except as set forth or contemplated in the Preliminary Official Statement and the Official Statement.

(j) The Commission will furnish such information, execute such instruments and take such other action in cooperation with the Underwriters as the Underwriters may reasonably request to qualify the Bonds for offer and sale under the securities laws or regulations of such states and other jurisdictions of the United States as the Underwriters may designate; provided, however, that in no event shall the Commission be obligated to take any action that would subject it to general service of process in any jurisdiction where it is not now so subject, or qualify it to do business in any such jurisdiction, it being understood that the Commission is not responsible for compliance with or the consequences of failure to comply with applicable state securities laws and regulations.

(k) No consent, approval, authorization or order of, or filing or registration with, any court or governmental agency or body that has not already been obtained is required for the issuance, delivery or sale of the Bonds or the consummation of the other transactions contemplated by this Agreement, except as may be required under the blue sky or other securities laws or regulations of any jurisdiction in connection with the offering and sale of the Bonds by the Underwriters, or if any such consent, approval or authorization is required, the Commission will obtain it prior to the date of Closing and will provide evidence to the Underwriters that the same has been obtained.

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

(m) The Preliminary Official Statement is deemed to be a final official statement within the meaning of Rule 15c2-12, except for the omission of certain pricing and other information authorized to be omitted by Rule 15c2-12.

(n) The Official Statement is deemed to be a final official statement within the meaning of Rule 15c2-12.

(o) Except as disclosed in the Official Statement, there is no litigation or any other proceeding before any court or governmental body or agency, pending or, to the knowledge of the Commission, threatened against or involving the Commission or any of the members of the Commission in their respective capacities as such (nor, to the knowledge of the Commission, is

there any basis therefor), restraining or enjoining the sale, execution or delivery of the Bonds, or in any way contesting or affecting the validity of the Bonds or any proceedings of the Commission taken with respect to the sale thereof, or wherein an unfavorable decision, ruling or finding would, in any way, adversely affect (i) the transactions contemplated by this Agreement or the Official Statement, (ii) the organization, existence, or powers of the Commission or the title to the office of any of the members of the Commission, (iii) the business, properties or assets or the condition, financial or otherwise, of the Commission, (iv) the validity or enforceability of this Agreement, the Resolutions or the Bonds (or any other agreement or instrument of which the Commission is a party or used or contemplated for use in the consummation of the transactions contemplated hereby) or (v) the exemption of the interest on the Bonds from taxation as described in the Official Statement.

(p) Pursuant to the Series Resolution, the Commission will undertake to provide certain annual financial information and operating data related to the Commission and notice of the occurrence of certain material events as specified in the Series Resolution and the Official Statement (the “Undertaking”).

(q) **[During the last five years, the Commission has not failed to materially comply with any previous undertaking relating to any continuing disclosure undertaking pursuant to Rule 15c2-12.]**

7. Payment and Delivery. At 10:00 a.m., Raleigh, North Carolina time, on June __, 2016, or at such other time or on such earlier or later date as we mutually agree upon, the LGC and the City shall deliver or cause to be delivered to The Depository Trust Company (“DTC”), or at such other place specified by the Underwriters, the Bonds duly executed and authenticated, and at the offices of Womble Carlyle Sandridge & Rice, LLP, the other documents hereinafter mentioned. It is anticipated that CUSIP identification numbers will be placed on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the Underwriters to accept delivery of and payment for the Bonds in accordance with the terms of this Agreement. Upon such delivery of the Bonds, the Underwriters shall pay the full purchase price thereof in immediately available funds payable to the order of the State Treasurer.

One fully registered bond certificate in the aggregate principal amount of each maturity of the Bonds shall be registered in the name of Cede & Co., as nominee for DTC, and the beneficial interests in the Bonds so registered will be credited to such accounts with DTC as the Underwriters shall designate. The Bonds so registered to and held by DTC or its nominee, and the beneficial interests therein, shall be transferable only in accordance with the book-entry system.

8. Conditions of Closing. The Underwriters have entered into this Agreement in reliance upon the representations and warranties of the LGC, the City and the Commission contained herein and to be contained in the documents and instruments to be delivered at Closing, and upon the performance by the LGC, the City and the Commission of their obligations hereunder, both as of the date hereof and as of the date of Closing. Accordingly, the Underwriters’ obligation under this Agreement to purchase and pay for the Bonds shall be

subject to the performance by the LGC, the City and the Commission of their obligations to be performed hereunder at or prior to Closing, and shall also be subject to the following conditions:

(a) At the time of Closing (i) the representations and warranties of the LGC, the City and the Commission contained herein shall be true, complete and correct with the same effect as if made on the date of Closing, (ii) this Agreement and the Resolutions shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to by the Underwriters, (iii) the City and the Commission shall have entered into the Undertaking as described in the Official Statement and (iv) the LGC, the City and the Commission shall have duly adopted and there shall be in full force and effect such orders or resolutions as in the opinion of Bond Counsel shall be necessary in connection with the transactions contemplated hereby, and such orders or resolutions shall not have been amended, modified or supplemented and the Official Statement shall not have been amended, modified or supplemented, except as may have been agreed to by the Underwriters.

(b) The Underwriters shall have the right to terminate their obligations under this Agreement to purchase and pay for the Bonds by notifying the LGC, the City and the Commission of their election to do so if, after the execution hereof and on or prior to the date of Closing:

(1) legislation shall have been introduced in or enacted by the Congress of the United States or the North Carolina General Assembly, or legislation pending in the Congress of the United States or the North Carolina General Assembly shall have been amended, or a decision shall have been rendered by a court of the United States or the State of North Carolina, including the Tax Court of the United States, or a ruling shall have been made or a regulation shall have been proposed or made or a press release or other form of notice shall have been issued by the Treasury Department of the United States or the Internal Revenue Service or other federal or North Carolina authority, with respect to interest on obligations of the general character of the Bonds, which may have the purpose or effect, directly or indirectly, of affecting the tax status of the City, its property or income, its securities (including the Bonds) or the interest thereon, or any tax exemption granted or authorized by relevant North Carolina statutes or, in the opinion of the Underwriters, affects materially and adversely the market for the Bonds, or the market price generally of obligations of the general character of the Bonds; or

(2) the United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency or other unforeseen national or international calamity shall have occurred or accelerated to such an extent as, in the opinion of the Underwriters, affects materially and adversely the market for the Bonds, or the market price generally of obligations of the general character of the Bonds; or

(3) there shall have occurred and be in force a general suspension of trading on the New York Stock Exchange or the declaration of a general banking moratorium by United States, State of North Carolina or New York State authorities; or

(4) there shall have occurred any material adverse change in the affairs of the City or the Commission that, in the reasonable judgment of the Underwriters, materially

or adversely affects the market price or marketability of the Bonds or the ability of the Underwriters to enforce contracts for the sale of the Bonds; or

(5) there shall be established any new restrictions on transactions in securities materially affecting the free market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or the charge to the net capital requirements of underwriters established by the New York Stock Exchange, the Securities and Exchange Commission, any other federal or state agency or the Congress of the United States or by executive order; or

(6) a decision of any federal or state court or a ruling or regulation (final, temporary or proposed) of the Securities and Exchange Commission or other governmental agency shall have been made or issued that would make the Bonds or any securities of the City or any similar body of the type contemplated herein subject to the registration requirements of the Securities Act of 1933, as amended, or require the qualification of the Resolutions under the Trust Indenture Act of 1939, as amended; or

(7) the withdrawal or downgrading of any underlying rating of the City's outstanding indebtedness by a national rating agency; or

(8) an event occurs which in the opinion of the Underwriters requires the preparation and distribution of a supplement or amendment to the Official Statement.

(c) On or prior to the date of the Closing, the Underwriters shall have received the following documents in form and substance satisfactory to the Underwriters and Womble Carlyle Sandridge & Rice, LLP, Raleigh, North Carolina, counsel to the Underwriters ("Underwriters' Counsel"):

(1) approving opinion of Bond Counsel, dated as of the date of Closing, relating to the Bonds substantially in the form attached as Appendix C to the Official Statement, together with letter of Bond Counsel, dated as of the date of Closing and addressed to the Underwriters, consenting to the Underwriters' reliance upon such opinion;

(2) supplemental opinion of Bond Counsel, dated as of the date of Closing and addressed to the Underwriters, in substantially the form attached hereto as Exhibit A;

(3) opinion of David Holec, City Attorney, dated as of the date of Closing and addressed to the City and the Underwriters, in substantially the form attached hereto as Exhibit B;

(4) opinion of Phillip R. Dixon, Commission Attorney, dated as of the date of Closing and addressed to the Commission and the Underwriters, in substantially the form attached hereto as Exhibit C;

(5) opinions of Underwriters' Counsel, dated as of the date of Closing and addressed to the Underwriters, in substantially the forms attached hereto as Exhibit D and Exhibit E;

(6) a copy of the Official Statement executed on behalf of the LGC, the City and the Commission by duly authorized representatives thereof;

(7) a certificate, dated as of the date of Closing, signed by a City official satisfactory to the Underwriters, to the effect that:

(A) the representations and warranties of the City set forth in this Agreement are true, accurate and complete in all material respects as of the date of Closing and the conditions to be complied with and obligations to be performed by the City hereunder on or prior to the date of Closing have been complied with and performed;

(B) except as may be disclosed in the Official Statement, there is no litigation or any other proceeding before any court or governmental body or agency pending or, to the best of such official's knowledge, threatened against or affecting the City or any members of the City Council of the City (nor, to the best of such official's knowledge, is there any basis therefor), restraining or enjoining the sale, execution or delivery of the Bonds, or in any way contesting or affecting the validity of the Bonds or any proceedings of the City taken with respect to the sale thereof, or wherein an unfavorable decision, ruling or finding would materially and adversely affect (i) the transactions contemplated by this Agreement or the Official Statement, (ii) the organization, existence or powers of the City or the title to the office of any of the members of the City Council of the City, (iii) the business, properties or assets or the condition, financial or otherwise, of the City, (iv) the validity or enforceability of this Agreement, the Resolutions or the Bonds (or any other agreement or instrument of which the City is a party, used or contemplated for use in the consummation of the transactions contemplated hereby) or (v) the exemption of the interest on the Bonds from taxation as described in the Official Statement; and

(C) the Official Statement did not as of its date and does not as of the date of Closing contain any untrue statement of a material fact or omit to state a material fact required to be stated therein for the purpose for which the Official Statement is to be used or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, provided that no representation or warranty is made with respect to the information set forth on the inside cover page of, in the stabilizing legend in or under the heading "UNDERWRITING" in the Official Statement or in Appendix G to the Official Statement;

(8) a certificate, dated as of the date of Closing, signed by a Commission official satisfactory to the Underwriters, to the effect that:

(A) the representations and warranties of the Commission set forth in this Agreement are true, accurate and complete in all material respects as of the date of Closing and the conditions to be complied with and obligations to be

performed by the Commission hereunder on or prior to the date of Closing have been complied with and performed;

(B) except as may be disclosed in the Official Statement, there is no litigation or any other proceeding before any court or governmental body or agency pending or, to the best of such official's knowledge, threatened against or affecting the Commission or any members of the Commission in their respective capacities as such (nor, to the best of such official's knowledge, is there any basis therefor), restraining or enjoining the sale, execution or delivery of the Bonds, or in any way contesting or affecting the validity of the Bonds or any proceedings of the Commission taken with respect to the sale thereof, or wherein an unfavorable decision, ruling or finding would materially and adversely affect (i) the transactions contemplated by this Agreement or the Official Statement, (ii) the organization, existence or powers of the Commission or the title to the office of any of the members of the Commission, (iii) the business, properties or assets or the condition, financial or otherwise, of the Commission, (iv) the validity or enforceability of this Agreement, the Resolutions or the Bonds (or any other agreement or instrument of which the Commission is a party, used or contemplated for use in the consummation of the transactions contemplated hereby) or (v) the exemption of the interest on the Bonds from taxation as described in the Official Statement; and

(C) the Official Statement did not as of its date and does not as of the date of Closing contain any untrue statement of a material fact or omit to state a material fact required to be stated therein for the purpose for which the Official Statement is to be used or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, provided that no representation or warranty is made with respect to the information set forth on the inside cover page of, in the stabilizing legend in or under the heading "UNDERWRITING" in the Official Statement or in Appendix G to the Official Statement;

(9) a copy of the necessary resolutions of the LGC, certified by the Secretary or Deputy Secretary thereof, authorizing the LGC to sell the Bonds and to execute and deliver this Agreement and the Official Statement;

(10) specimen Bond;

(11) copies, certified by appropriate officials of the City or the Commission, as the case may be, satisfactory to the Underwriters, of all proceedings of the City and the Commission relating to approvals or authorizations for the Bonds, the execution and delivery of this Agreement and the Official Statement and authorizing the use of the Preliminary Official Statement and Official Statement by the Underwriters in connection with the offering of the Bonds, including certified copies of the Resolutions;

(12) evidence, satisfactory in form and substance to the Underwriters, of receipt of an _____ rating assigned to the Bonds by Moody's Investors Service, an _____

rating assigned to the Bonds by Standard & Poor's Ratings Services and an ____ rating assigned to the Bonds by Fitch Ratings;

(13) a tax certificate of the City, signed by an authorized officer of the City and the Commission, satisfactory to the Underwriters;

(14) evidence that all items required to be delivered to the Trustee as a condition precedent to the issuance of the Bonds under the Resolutions have been so delivered;

(15) a certificate, signed by an authorized officer of the City and the Commission, certifying that the LGC fees have been paid prior to Closing;

(16) executed counterpart of the Escrow Deposit Agreement;

(17) an opinion of Bond Counsel that the Bonds to be Refunded are no longer Outstanding under the Bond Order;

(18) Report of _____, independent certified public accountants, verifying (A) the mathematical accuracy of certain computations contained in schedules provided to them by Wells Fargo Bank National Association, which schedules related to the sufficiency of the maturing principal of and interest on the government obligations held in the Escrow Fund (as described in the Escrow Deposit Agreement), together with any other funds deposited in the Escrow Fund, to pay, when due, the principal of, redemption premium, and interest on the Bonds to be Refunded (as defined in the Official Statement) the provisions of the Resolutions related thereto and (B) the yield on the Bonds and on the government obligations referenced above to be used by Bond Counsel in its determination that the Bonds are not "arbitrage bonds" within the meaning of the Internal Revenue Code of 1986, as amended; and

(19) such additional certificates (including appropriate no-litigation certificates), opinions, proceedings, instruments or other documents as the Underwriters may reasonably request.

All representations, warranties and agreements of the LGC, the City and the Commission set forth in this Agreement shall remain operative and in full force and effect regardless of (a) any investigation made by or on behalf of the Underwriters or any person controlling the Underwriters and (b) acceptance of and payment for the Bonds by the Underwriters.

9. Payment of Expenses. The City or the Commission shall pay from the proceeds of the Bonds or other available funds all expenses incident to the City's and the Commission's obligations hereunder and in connection with the authorization, execution, delivery and sale of the Bonds to the Underwriters, including, but not limited to, the cost of printing and distributing the Bonds, the Preliminary Official Statement and the Official Statement, rating agency fees, the fees and expenses of Bond Counsel, the fees and expenses of consultants, the LGC, the Trustee and additional miscellaneous fees and costs incurred in connection with and related to the transaction. The City or the Commission will pay any expenses incurred on behalf of the City's or the Commission's members, officers or employees which are incidental to implementing this

Agreement, including, without limitation, meals, transportation and lodging of such commissioners, council members, officers and employees (which expenses may be included in the expense component of the underwriters' discount); provided, however, that the City or the Commission will pay from its own funds not constituting proceeds of the Bonds any entertainment expenses incurred on behalf of the City's or the Commission's commissioners, council members, officers or employees.

The Underwriters shall pay their out-of-pocket expenses, the cost of the blue sky survey, the fees and expenses of Underwriters' Counsel, any advertising expenses in connection with a public offering of the Bonds, fees of the CUSIP Service Bureau and any fees of the Municipal Securities Rulemaking Board or the Financial Industry Regulatory Authority, Inc.

10. Parties in Interest. This Agreement is made solely for the benefit of the Underwriters and persons controlling the Underwriters, the LGC, the City and the Commission, and their respective successors and assigns, and no other person, partnership or corporation shall acquire or have any right under or by virtue of this Agreement. The terms "successors" and "assigns" shall not include any purchaser of Bonds from the Underwriters merely because of such purchase.

11. Absence of Liability. No recourse shall be had by the Underwriters for any claims based on this Agreement or otherwise against any member, officer, employee or agent of the LGC, the City or the Commission in his or her individual capacity, all claims, if any, being waived and released by the Underwriters.

12. Indemnification. (a) To the fullest extent permitted by applicable law, the City agrees to indemnify and hold harmless the Underwriters and the LGC against any and all losses, damages, expenses (including reasonable legal and other fees and expenses), liabilities or claims (or actions in respect thereof), to which the Underwriters, the LGC or the other persons described in subsection (b) of this Section may become subject under any federal or state securities laws or other statutory law or at common law or otherwise, caused by or arising out of or based upon any untrue statement or misleading statement or alleged untrue statement or alleged misleading statement of a material fact contained in the Preliminary Official Statement or the Official Statement or caused by any omission or alleged omission from the Preliminary Official Statement or the Official Statement of any material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading, unless such untrue statement or misleading statement, such alleged untrue statement or alleged misleading statement, or such omission or alleged omission was made in reliance upon and in conformity with information furnished to the City or the Commission by the Underwriters expressly for use in the Official Statement, including any amendment thereto.

(b) The indemnity provided under this Section will extend upon the same terms and conditions to each officer, director, member, employee, agent or attorney of the Underwriters and the LGC, and each person, if any, who controls the Underwriters and the LGC within the meaning of Section 15 of the Securities Act of 1933, as amended, or Section 20 of the Securities Exchange Act of 1934, as amended ("indemnified party"). Such indemnity will also extend, without limitation, to any and all expenses whatsoever reasonably incurred by any indemnified

party in connection with investigating, preparing for or defending against, or providing evidence, producing documents or taking any other reasonable action in respect of, any loss, damage, expense, liability or claim referred to in subsection (a) of this Section (or action in respect thereof), whether or not resulting in any liability, and will include the aggregate amount paid in settlement of any litigation, commenced or threatened, or of any claim whatsoever as set forth herein, if such settlement is effected with the written consent of the City. Neither the officers, members, agents or employees of the LGC shall be personally liable for the performance of any obligation under this Agreement.

(c) Within a reasonable time after an indemnified party under subsections (a) and (b) of this Section will have been served with the summons or other first legal process or has received written notice of the threat of a claim in respect of which an indemnity may be claimed, such indemnified party must, if a claim for indemnity in respect thereof is to be made against the City under this Section, notify the City in writing of the commencement thereof; but the omission to so notify the City will not relieve it from any liability that it may have to any indemnified party other than pursuant to subsections (a) and (b) of this Section. The City will be entitled to participate at its own expense in the defense, and if the City so elects within a reasonable time after receipt of such notice, or if all indemnified parties seeking indemnification in such notice so direct, the City will assume the defense of any suit brought to enforce any such claim, and such defense will be conducted by counsel chosen promptly by the City and reasonably satisfactory to the indemnified party; provided, however, that, if the defendants in any action include an indemnified party and the City, or include more than one indemnified party, and any such indemnified party has been advised by its counsel that there may be legal defenses available to such indemnified party that are different from or additional to those available to the City or another indemnified party, and that in the reasonable opinion of such counsel are sufficient to make it undesirable for the same counsel to represent such indemnified party and the City, or another indemnified party, such indemnified party will have the right to employ separate counsel in such action (and the City will not be entitled to assume the defense thereof on behalf of such indemnified party), and in such event the reasonable fees and expenses of such counsel will be borne by the City. Nothing contained in this subsection (c) will preclude any indemnified party, at its own expense, from retaining additional counsel to represent such party in any action with respect to which indemnity may be sought from the City hereunder. Notwithstanding the foregoing, the LGC shall have the right to employ separate counsel in any such action and participate in the investigation and defense thereof, and the reasonable fees and expenses of such counsel shall be paid by the City.

(d) If the indemnification provided for in subsections (a) and (b) of this Section is unavailable to or insufficient to hold harmless and indemnify any indemnified party in respect of any losses, damages, expenses, liabilities, or claims (or actions in respect thereof) referred to therein, or if the indemnified party failed to give the notice required under subsection (c) of this Section, then the City, on the one hand, and the indemnified party, on the other hand, will contribute to the amount paid or payable by the indemnified party as a result of such losses, damages, expenses, liabilities or claims (or actions in respect thereof) in such proportion as is appropriate to reflect the relative benefits received by the City on the one hand and the indemnified party on the other hand from the offering of the Bonds. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law, then the City on the one hand and the indemnified party on the other hand will contribute to such amount paid

or payable by the indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the City on the one hand and the indemnified party on the other in connection with the statements or omissions that resulted in such losses, damages, expenses, liabilities or claims (or actions in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the City on the one hand and the indemnified party on the other hand will be deemed to be in such proportion so that the indemnified party is responsible for that portion represented by the percentage that the underwriting discount payable to the Underwriters hereunder (i.e., the excess of the aggregate public offering price for the Bonds as set forth on the inside cover page of the Official Statement over the price to be paid by the Underwriters to the City upon delivery of the Bonds as specified in Section 1) bears to the aggregate public offering price as described above, and the City is responsible for the balance. The relative fault will be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the City on the one hand or the indemnified party on the other hand and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

In the event an indemnified party has knowledge of a claim subject to the contribution provided by this subsection (d), such indemnified party agrees, within a reasonable time of obtaining such knowledge, to convey notice of such claim to the City. It is agreed and understood that if the indemnified party fails, under the circumstances set forth in the preceding sentence, to convey the above-referenced notice to the City, then the City will not be obligated to provide contribution pursuant to this subsection (d).

The City, the LGC and the Underwriters agree that it would not be just and equitable if contribution pursuant to this subsection (d) were determined by any method of allocation that does not take account of the equitable considerations referred to in this subsection (d). The amount paid or payable by an indemnified party as a result of the losses, damages, expenses, liabilities or claims (or actions in respect thereof) referred to in this subsection (d) will be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim.

The indemnity and contribution provided by this Section will be in addition to any other liability that the City may otherwise have hereunder, at common law or otherwise, and is provided solely for the benefit of the indemnified party, and its respective successors, assigns and legal representatives, and no other person will acquire or have any right under or by virtue of such provisions of this Agreement.

13. Delivery of Official Statement . Within seven business days after the execution of this Agreement, the LGC, the City and the Commission shall deliver to the Underwriters copies of the Official Statement (with only such changes therein as shall have been approved by the Underwriters), in such quantities as the Underwriters may reasonably request in order for the Underwriters to comply with the rules of the MSRB and Rule 15c2-12, executed by authorized officers of the LGC, the City and the Commission. The LGC, the City and the Commission shall prepare the Official Statement, including any amendments thereto, in word searchable PDF format as described in MSRB Rule G-32 and shall provide the electronic copy of the word searchable PDF format of the Official Statement to the Underwriters no later than one business

day prior to the Closing Date in order to enable the Underwriters to comply with MSRB Rule G-32. Delivery of such copies of the Official Statement shall constitute the LGC's, the City's and the Commission's authorization for the Official Statement, the information contained therein and the documents referred to therein to be used in connection with the public offering of the Bonds by the Underwriters.

14. Underwriting Period. If on or prior to the 25th day following the "end of the underwriting period" (as such expression is used in Rule 15c2-12), an event occurs affecting the LGC, the City or the Commission that materially affects the purpose for which the Official Statement is to be used and is not disclosed in the Official Statement, the LGC, the City and the Commission agree to notify the Underwriters thereof, and if in the opinion of the LGC, the City, the Commission or the Underwriters such event requires a supplement or amendment to the Official Statement, the LGC, the City and the Commission will, at the City's or Commission's expense, supplement or amend the Official Statement in a manner approved by the LGC, the City, the Commission and the Underwriters (such approval not to be unreasonably delayed or withheld) and will thereafter until the end of such stated period provide the Underwriters with copies of the Official Statement, as so supplemented or amended, in sufficient quantities to allow the Underwriters to comply with the requirements referred to in Section 13.

The Underwriters agree to notify the LGC, the City and the Commission of the end of the underwriting period. In the event the Underwriters fail to notify the LGC, the City and the Commission of the end of the underwriting period, the end of the underwriting period shall be deemed to be the date of Closing.

The Underwriters agree to cause a copy of the Official Statement to be deposited before the end of the underwriting period with each of the parties required by the applicable rules of the MSRB.

15. Counterparts. This 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.

16. Notices. Any notice or other communication to be given under this Agreement may be given by delivering the same in writing by registered or certified mail to the following addresses:

Local Government Commission
3200 Atlantic Avenue
Raleigh, North Carolina 27604
Attention: Secretary

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

Greenville Utilities Commission
P.O. Box 1847
Greenville, North Carolina 27835-1847

Attention: Chief Financial Officer

Wells Fargo Bank, N.A.
550 South Tryon Street, 27th Floor
MAC D1086-271
Charlotte, North Carolina 28202
Attention: Managing Director

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

18. No Advisory or Fiduciary Role. The City and the Commission acknowledge and agree that (a) the transactions contemplated by this Agreement are arm's length, commercial transactions among the LGC, the City, the Commission and the Underwriters in which the Underwriters are acting solely as a principal and are not acting as a municipal advisor, financial advisor or fiduciary to the LGC, the City or the Commission; (b) the Underwriters have not assumed any advisory or fiduciary responsibility to the LGC, the City or the Commission with respect to the transactions contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriters or their respective affiliates have provided other services or are currently providing other services to the LGC, the City or the Commission on other matters); (c) the only obligations the Underwriters have to the LGC, the City, or the Commission with respect to the transactions contemplated hereby expressly are set forth in this Agreement; and (d) the LGC, the City and the Commission have consulted their own financial, legal, accounting, tax and other advisors, as applicable, to the extent they have deemed appropriate. The primary role of the Underwriters is to purchase the Bonds from the LGC for resale to investors in an arm's length commercial transaction. The Underwriters have financial and other interests than differ from those of the LGC and the City.

19. E-Verify. Wells Fargo Bank, National Association, as representative of the Underwriters hereby represents that the Underwriters understand that "E-Verify" is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with Section 64-25(5) of the General Statutes of North Carolina, as amended. The Underwriters use E-Verify to verify the work authorization of their respective employees in accordance with Section 64-26(a) of the General Statutes of North Carolina, as amended. The Underwriters will require that any subcontractor that it uses in connection with the transactions contemplated by this Agreement certify to such subcontractor's compliance with E-Verify.

20. Iran Divestment Act Certification. Wells Fargo Bank, National Association, as representative of the Underwriters, hereby represents that, as of the date hereof, none of the Underwriters is included on a list of persons engaged in investment activities in Iran created and maintained by the North Carolina Department of State Treasurer pursuant to Section 143C-6A-4 of the Iran Divestment Act of 2015, Article 6A, as amended, of Chapter 143C of the General Statutes of North Carolina. The Underwriters will not utilize any subcontractor that is listed on any such list in connection with the transactions contemplated by this Agreement.

This Agreement shall become effective upon the execution of the acceptance and approval hereof by duly authorized representatives of the LGC, the City and the Commission and shall be valid and enforceable as of the time of such acceptance and approval.

Very truly yours,

WELLS FARGO BANK, NATIONAL
ASSOCIATION

FTN FINANCIAL CAPITAL MARKETS

By: Wells Fargo Bank, National Association, as
Representative

By: _____
Managing Director

(signatures continued)

Bond Purchase Agreement
City of Greenville, North Carolina
Greenville Utilities Commission Combined Enterprise System Revenue Bonds, Series 2016

Accepted:

LOCAL GOVERNMENT COMMISSION

By: _____
Secretary

(signatures continued)

Bond Purchase Agreement
City of Greenville, North Carolina
Greenville Utilities Commission Combined Enterprise System Revenue Bonds, Series 2016

Approved:

CITY OF GREENVILLE, NORTH CAROLINA

By: _____
City Manager

GREENVILLE UTILITIES COMMISSION

By: _____
Chief Financial Officer

EXHIBIT A

[SUPPLEMENTAL OPINION OF BOND COUNSEL]

[Closing Date]

City Council of the City of Greenville
Greenville, North Carolina

Greenville Utilities Commission
Greenville, North Carolina

Wells Fargo Bank, National Association
Charlotte, North Carolina

FTN Financial Capital Markets
Atlanta, Georgia

Re: City of Greenville, North Carolina Greenville Utilities Commission \$ _____
Combined Enterprise System Revenue Bonds, Series 2016

We are bond counsel to the City of Greenville, North Carolina (the “City”) and have served in such capacity in connection with the issuance of the above-referenced bonds (the “Bonds”). The Bonds are being purchased by Wells Fargo Bank, National Association and FTN Financial Capital Markets, as the underwriters (the “Underwriters”) on the date hereof pursuant to a Bond Purchase Agreement, dated May __, 2016 (the “Bond Purchase Agreement”), among the Local Government Commission (the “LGC”), the City, the Greenville Utilities Commission (the “Commission”) and the Underwriters. Capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Bond Purchase Agreement.

Based upon such examination as we have deemed necessary for the purpose of expressing the opinions set forth below, we are of the opinion, as of the date hereof and under existing law, that:

1. The LGC is duly organized and validly existing as a division of the Department of the State Treasurer of the State of North Carolina.
2. The LGC has full power and authority to approve the issuance of the Bonds and to sell the same as provided in the Bond Purchase Agreement, and the LGC has taken all action required in connection therewith.
3. The LGC has duly authorized the execution and delivery of the Bond Purchase Agreement and has taken all action necessary or appropriate to carry out the sale and delivery of the Bonds to the Underwriters.
4. The adoption by the LGC of the resolution authorizing the sale and issuance of the Bonds and the execution and delivery of the Bond Purchase Agreement (the “LGC Resolution”), the approval of the sale and issuance of the Bonds and the execution and delivery

of the Bond Purchase Agreement and compliance with the provisions thereof, under the circumstances contemplated thereby, (a) to the best of our knowledge after due inquiry, do not and will not in any material respect conflict with or constitute on the part of the LGC a breach of or default under any indenture, deed of trust, agreement or other instrument to which the LGC is a party, and (b) do not and will not conflict with, violate or result in a breach of any constitutional provision or statute.

5. No further consent, authorization or order of any governmental or regulatory authority is required to be obtained by the LGC as a condition precedent to the approval of the sale and issuance of the Bonds or the execution and delivery of the Bond Purchase Agreement or the performance by the LGC of its obligations thereunder, except that we express no opinion as to any action required under federal or state securities or Blue Sky laws in connection with the offering and sale of the Bonds by the Underwriters.

6. The Bond Purchase Agreement has been duly authorized, executed and delivered by the LGC, the City and the Commission and is enforceable against the LGC, the City and the Commission in accordance with its terms, except that the enforceability thereof may be subject to bankruptcy, insolvency, moratorium or other similar laws affecting creditors' rights generally from time to time in effect and by general equitable principles. We note, however, that the covenants of the City in the Bond Purchase Agreement relating to indemnification and contribution are given to the extent permitted by law, and we express no opinion with respect to whether such covenants are permitted by law.

7. The City has duly authorized, executed and delivered the Escrow Deposit Agreement and, assuming due authorization, execution and delivery by the other party thereto, the Escrow Deposit Agreement constitutes a legal, valid and binding agreement of the City enforceable in accordance with its terms, except that the enforceability thereof may be subject to bankruptcy, insolvency, fraudulent conveyance, moratorium or similar laws affecting creditors' rights generally from time to time in effect and by general equitable principles.

8. The LGC, the City and the Commission have all duly authorized, executed and delivered the Official Statement and have consented to the distribution of the Preliminary Official Statement and the Official Statement in connection with the offering and sale of the Bonds.

9. The statements contained in the Official Statement under the headings "THE 2016 BONDS," "SECURITY AND SOURCES OF PAYMENT," "PLAN OF FINANCE" and "TAX TREATMENT" and in Appendix B insofar as they summarize the Act, the Resolutions, the Bonds and the agreements therein mentioned, certain statutes and opinions we have rendered in connection with the tax status of the interest on the Bonds under federal and North Carolina law are fair and accurate summaries of such provisions.

10. The Bonds conform as to form and tenor with the terms and provisions thereof as described in the Official Statement.

11. All conditions precedent to the delivery of the Bonds contained in the Bond Purchase Agreement, the Bond Order and the Series Resolution have been fulfilled.

12. The Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Bond Order and the Series Resolution are exempt from qualification under the Trust Indenture Act of 1939, as amended.

Respectfully submitted,

EXHIBIT B

[OPINION OF CITY ATTORNEY]

[Closing Date]

City Council of the City of Greenville
Greenville, North Carolina

Wells Fargo Bank, National Association
Charlotte, North Carolina

FTN Financial Capital Markets
Atlanta, Georgia

Re: City of Greenville, North Carolina Greenville Utilities Commission \$ _____
Combined Enterprise System Revenue Bonds, Series 2016

I am the City Attorney for the City of Greenville, North Carolina (the “City”) and have served in such capacity in connection with the execution and delivery on the date hereof of the above-referenced bonds (the “Bonds”). The Bonds are being issued under and pursuant to the terms of a bond order as approved and recommended for adoption by the Greenville Utilities Commission (the “Commission”) and adopted by the City Council of the City (the “City Council”) on August 11, 1994 as amended and restated as of April 13, 2000 (the “Bond Order”), and a series resolution (the “Series Resolution”), approved and recommended for adoption by the Commission and adopted by the City Council on April __, 2016. The Bonds are being purchased on the date hereof by Wells Fargo Bank, National Association and FTN Financial Capital Markets, as the underwriters (the “Underwriters”) pursuant to the terms of a Bond Purchase Agreement, dated May __, 2016 (the “Bond Purchase Agreement”), among the Local Government Commission (the “LGC”), the City, the Commission and the Underwriters. Capitalized terms used herein and not otherwise defined shall have the meanings given such terms in the Bond Purchase Agreement.

Based upon such examination as I have deemed necessary for the purpose of expressing the opinions set forth below, I am of the opinion, as of the date hereof and under existing law, that:

1. The City is a municipal corporation duly organized and validly existing under the constitution and laws of the State of North Carolina, and has full legal right, power and authority to issue the Bonds, to adopt the Bond Order and the Series Resolution, to execute and deliver the Bond Purchase Agreement and the Escrow Deposit Agreement and to carry out and consummate the transactions contemplated thereby.

2. The City has duly authorized the issuance of the Bonds by proper orders or resolutions of the City, and such orders or resolutions are in full force and effect.

3. The City has duly authorized, executed and delivered the Bond Purchase Agreement and Escrow Deposit Agreement, and, assuming due authorization, execution and delivery by the other parties thereto, the Bond Purchase Agreement and Escrow Deposit Agreement are legal, valid and binding obligation of the City enforceable in accordance with its terms, except that the enforceability thereof may be subject to bankruptcy, insolvency, moratorium or other similar laws affecting creditors' rights generally from time to time in effect and by general equitable principles. I note, however, that the covenants of the City in the Bond Purchase Agreement relating to indemnification and contribution are given to the extent permitted by law, and I express no opinion with respect to whether such covenants are permitted by law.

4. All authorizations, approvals, consents or orders of any governmental entity or any other person, association or corporation required to date for the valid issuance of the Bonds, the execution or delivery by the City of the Bond Purchase Agreement and the Escrow Deposit Agreement, the adoption of the Bond Order and the Series Resolution and any other transactions effected or contemplated thereby have been obtained, except that I express no opinion as to any action required under federal or state securities or Blue Sky laws in connection with the offering and sale of the Bonds by the Underwriters. With respect to any authorizations, approvals, consents or orders of any governmental entity or any other person, association or corporation not yet required, it is not anticipated that there will be any difficulty in obtaining the same when required.

5. The City is not in breach of or default under any applicable law or administrative regulation of the State of North Carolina or the United States or any applicable judgment or decree or administrative ruling or any agreement, resolution, certificate or other instrument to which the City is a party or is otherwise subject, which breach or default would in any way materially adversely affect the transactions contemplated by the Bond Purchase Agreement, the Escrow Deposit Agreement, the Bond Order or the Series Resolution, and no event has occurred and is continuing which with the passage of time or giving of notice, or both, would constitute such a breach of or default thereunder.

6. The issuance of the Bonds, the adoption of the Bond Order and the Series Resolution, the execution and delivery of the Bond Purchase Agreement and the Escrow Deposit Agreement and compliance with the provisions of each will not conflict with or constitute a violation or breach of or default under the charter of the City or any applicable law, rule or regulation of the United States or of the State of North Carolina or of any department, division, agency or instrumentality thereof, or any applicable order, judgment or decree of any court or other governmental agency or body or any bond, note, loan agreement, resolution, certificate, agreement or other instrument to which the City is a party or by which the City or its property is bound.

7. There is no action, suit, proceeding, inquiry or investigation at law or in equity before any court, public board or body pending against the City, or to the best of my knowledge, threatened against the City, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by the Bond Purchase Agreement or which, in any way, would adversely affect the validity of the Bond Purchase Agreement, the Bond Resolution,

the Series Resolution, the Bonds or the exemption of interest on the Bonds from taxation as described in the Official Statement.

8. The City has duly authorized, executed and delivered the Official Statement and has approved the use of the Preliminary Official Statement and the Official Statement in connection with the offering and sale of the Bonds.

9. Based upon information made available to me in the course of my representation of the City, and without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement, nothing has come to my attention that would lead me to believe that the information contained in the Official Statement under the headings "PLAN OF FINANCE – Additional Improvements," "THE CITY" and "LITIGATION" (excluding in all cases financial and statistical data included or mentioned therein, as to which I express no opinion) contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

Respectfully submitted,

EXHIBIT C

[OPINION OF COUNSEL TO THE UTILITIES COMMISSION]

[Closing Date]

Greenville Utilities Commission
Greenville, North Carolina

Wells Fargo Bank, National Association
Charlotte, North Carolina

FTN Financial Capital Markets
Atlanta, Georgia

Re: City of Greenville, North Carolina Greenville Utilities Commission \$ _____
Combined Enterprise System Revenue Bonds, Series 2016

I have acted as counsel to the Greenville Utilities Commission (the “Commission”) in connection with the execution and delivery on the date hereof of the above-referenced bonds (the “Bonds”). The Bonds are being issued under and pursuant to the terms of a bond order as approved and recommended for adoption by the Greenville Utilities Commission (the “Commission”) and adopted by the City Council of the City (the “City Council”) on August 11, 1994, as amended and restated as of April 13, 2000 (the “Bond Order”), and a series resolution (the “Series Resolution”), approved and recommended for adoption by the Commission and adopted by the City Council on April __, 2016. The Bonds are being purchased on the date hereof by Wells Fargo Bank, National Association and FTN Financial Capital Markets, as the underwriters (the “Underwriters”), pursuant to the terms of a Bond Purchase Agreement, dated May __, 2016 (the “Bond Purchase Agreement”), among the Local Government Commission (the “LGC”), the City, the Commission and the Underwriters. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Bond Purchase Agreement.

Based upon such examination as I have deemed necessary for the purposes of expressing the opinions set forth below, I am of the opinion, as of the date hereof and under existing law, that:

1. The Commission is duly organized and validly existing pursuant to Chapter 861 of the 1991 Session Laws of North Carolina (the “Charter”) and has full legal right, power and authority to approve the Bond Order and the Series Resolution and to execute and deliver the Bond Purchase Agreement and to carry out and consummate the transactions contemplated thereby.

2. The Commission has duly approved and recommended for adoption by the City Council of the City the Bond Order and the Series Resolution.

3. The Commission has duly authorized, executed and delivered the Bond Purchase Agreement, and, assuming due authorization, execution and delivery by the other parties thereto, the Bond Purchase Agreement is a legal, valid and binding obligation of the Commission

enforceable in accordance with its terms except that the enforceability thereof may be subject to bankruptcy, insolvency, moratorium or other similar laws affecting creditors' rights generally from time to time in effect and by general equitable principles. I note, however, that the covenants of the City in the Bond Purchase Agreement relating to indemnification and contribution are given to the extent permitted by law, and I express no opinion with respect to whether such covenants are permitted by law.

4. All authorizations, approvals, consents or orders of any governmental entity or any other person, association or corporation required to date for the execution or delivery by the Commission of the Bond Purchase Agreement, the approval of the Bond Order and Series Resolution and any other transactions effected or contemplated thereby have been obtained, except that I express no opinion as to any action required by federal or state securities or Blue Sky laws in connection with the offering and sale of the Bonds by the Underwriters. With respect to any authorizations, approvals, consents or orders of any governmental entity or any other person, association or corporation not yet required, it is not anticipated that there will be any difficulty in obtaining the same when required.

5. The Commission is not in breach of or default under any applicable law or administrative regulation of the State of North Carolina or the United States or any applicable judgment or decree or administrative ruling or any agreement, resolution, certificate or other instrument to which the Commission is a party or is otherwise subject, which breach or default would in any way materially adversely affect the Commission's activities or transactions contemplated by the Bond Purchase Agreement, the Bond Order or the Series Resolution, and no event has occurred and is continuing which with the passage of time or giving of notice, or both, would constitute such a breach of or default thereunder.

6. The approval of the Bond Order and the Series Resolution, the execution and delivery of the Bond Purchase Agreement and compliance with the provisions of each will not conflict with or constitute a breach or violation of or a default under the Charter of the Commission or any applicable law, rule or regulation of the United States or of the State of North Carolina or of any department, division, agency or instrumentality thereof, or any applicable order, judgment or decree of any court or other governmental agency or body or any bond, note, loan agreement, resolution, certificate, agreement or other instrument to which the Commission is a party or by which the Commission or its property is bound.

7. There is no action, suit, proceeding, inquiry or investigation at law or in equity before any court, public board or body pending against the Commission, or to the best of my knowledge, threatened against the Commission, wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by the Bond Purchase Agreement or which, in any way, would materially adversely affect the validity of the Bond Purchase Agreement, the Bond Resolution or the Series Resolution.

8. The Commission has duly authorized, executed and delivered the Official Statement and has approved the use of the Preliminary Official Statement and the Official Statement in connection with the offering and sale of the Bonds.

9. Based upon information made available to me in the course of my representation of the Commission, and without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement, nothing has come to my attention that would lead me to believe that the information contained in the Official Statement under the headings “PLAN OF FINANCE – Additional Improvements” and “THE COMBINED ENTERPRISE SYSTEM AND THE GREENVILLE UTILITIES COMMISSION” and “LITIGATION” (excluding in all cases financial and statistical data included or mentioned therein, as to which I express no opinion) contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

Respectfully submitted,

EXHIBIT D

[OPINION OF UNDERWRITERS' COUNSEL]

[Closing Date]

Wells Fargo Bank, National Association
Charlotte, North Carolina

FTN Financial Capital Markets
Atlanta, Georgia

Re: \$ _____ City of Greenville, North Carolina Greenville Utilities Commission
Combined Enterprise System Revenue Bonds, Series 2016

We have acted as counsel to you, the underwriters (the "Underwriters") named in the Bond Purchase Agreement, dated June __, 2016 (the "Bond Purchase Agreement"), among the Local Government Commission (the "LGC"), the City of Greenville, North Carolina (the "City"), the Greenville Utilities Commission (the "Commission") and the Underwriters. Capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Bond Purchase Agreement.

We have examined such documents and reviewed such questions of law and made such other inquiries as we have considered appropriate for the purpose of this opinion. On the basis of the foregoing, as of the date hereof and under existing law, we are of the opinion that the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Resolutions are exempt from qualification under the Trust Indenture Act of 1939, as amended.

We are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of any of the statements made in the Official Statement and make no representation that we have independently verified the accuracy, completeness or fairness of any such statements. However, to assist you in your investigation concerning the Official Statement, we have reviewed certain documents and have participated in conferences in which the contents of the Official Statement and related matters were discussed. During the course of our work on this matter, no facts have come to our attention that cause us to believe that the Official Statement (except for any financial and statistical data, forecasts, numbers, estimates, assumptions, expressions of opinion, information concerning The Depository Trust Company and the book-entry system for the Bonds contained or incorporated by reference in the Official Statement and its appendices, which we expressly exclude from the scope of this sentence) contains, as of the date hereof, any untrue statement of a material fact or omits to state any material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading. In rendering the advice set forth in this paragraph, we are not rendering any opinion with respect to the validity or tax status of the Bonds. On the date hereof, Bond Counsel has rendered its approving legal opinion with respect to such matters and has consented to your reliance thereon. The advice set forth in this paragraph is given assuming the accuracy of Bond Counsel's opinion.

This opinion is furnished by us for your sole benefit in connection with your offering and sale of the Bonds, and no other person or entity may rely upon this opinion without our prior written consent.

EXHIBIT E

[OPINION OF UNDERWRITERS' COUNSEL]

[Closing Date]

Wells Fargo Bank, National Association
Charlotte, North Carolina

FTN Financial Capital Markets
Winston-Salem, North Carolina

Re: \$ _____ City of Greenville, North Carolina Greenville Utilities Commission
Combined Enterprise System Revenue Bonds, Series 2016

Pursuant to a Bond Purchase Agreement, dated June __, 2016 (the "Bond Purchase Agreement"), among the Local Government Commission (the "LGC"), the City of Greenville (the "City") and you (the "Underwriters"), you are purchasing on the date hereof the above-referenced bonds (the "Bonds"). Capitalized terms used herein and not otherwise defined shall have the meaning given such terms in the Bond Purchase Agreement.

Pursuant to the Series Resolution, the City has undertaken to provide certain annual financial information and operating data relating to the City and notices of the occurrence of certain material events as specified in the Series Resolution and the Official Statement, and the Utilities Commission has undertaken to provide certain annual financial information and operating data relating to the Utilities Commission and notices of the occurrence of certain material events as specified in the said resolution and the Official Statement (the "Undertaking").

The United States Securities and Exchange Commission (the "SEC") has promulgated Rule 15c2-12, as amended ("Rule 15c2-12") under the Securities Exchange Act of 1934, as amended. Rule 15c2-12 requires, among other things, that underwriters of municipal securities determine that the issuer of the municipal securities or an obligated person (as such terms are defined in Rule 15c2-12) have undertaken to provide certain continuing disclosure information specified by Rule 15c2-12 to the Municipal Securities Rulemaking Board at the times and in the manner specified by Rule 15c2-12. The SEC has issued a number of releases (the "SEC Releases") that discuss Rule 15c2-12 and various amendments and proposed amendments thereto and various comments received by the SEC regarding the same. Rule 15c2-12 has also been the subject of commentary and interpretation by various SEC letters to industry participants responding to questions posed to the SEC (the "SEC Interpretation Letters").

Based upon our review of the Undertaking, Rule 15c2-12, the SEC Releases and the SEC Interpretation Letters, we are of the opinion that the Undertaking will permit you to comply with clause (b)(5) of Rule 15c2-12 in connection with the primary offering of the Bonds. In rendering the foregoing opinion, we do not express any opinion as to the validity or enforceability of the Undertaking and, with your consent, are assuming such validity and enforceability.

This opinion is furnished by us for your sole benefit in connection with your offering and sale of the Bonds, and no other person or entity may rely upon this opinion without our prior written consent.

Draft No. 1
March 7, 2016

[Red Herring Language] THIS PRELIMINARY OFFICIAL STATEMENT AND THE INFORMATION CONTAINED HEREIN ARE SUBJECT TO COMPLETION OR AMENDMENT IN A FINAL OFFICIAL STATEMENT. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, and there shall not be any sale of the 2016 Bonds offered hereby in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of that jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED MAY __, 2016

New Issue/Book-Entry-Only

Ratings: Moody's: _____
S&P: _____
(See "RATINGS" herein)

[To be reviewed by Bond Counsel.] In the opinion of Bond Counsel, which is based on existing statutes, regulations, rulings and judicial decisions and assumes continuing compliance by the City with certain covenants to comply with the requirements of the Internal Revenue Code of 1986, as amended (the "Code"), as described herein, interest on the 2016 Bonds is not includable in the gross income of the owners of the 2016 Bonds for purposes of federal income taxation and is not a specific preference item for purposes of federal individual or corporate alternative minimum tax; however, interest on the 2016 Bonds is included in the calculation of the alternative minimum tax liabilities of corporations. In the opinion of Bond Counsel, which is based on existing statutes, regulations, rulings and court decisions, interest on the 2016 Bonds is exempt from all present State of North Carolina income taxes. See "TAX TREATMENT" herein.

\$ _____*
CITY OF GREENVILLE, NORTH CAROLINA
Greenville Utilities Commission
Combined Enterprise System Revenue Bonds
Series 2016

Dated: Date of Delivery

Due: April 1, as shown on inside cover

The bonds offered hereby (the "2016 Bonds") will be special obligations of the City of Greenville, North Carolina (the "City"), solely secured by and payable from the Net Receipts of the Greenville Utilities Commission (the "Utilities Commission") from the City's ownership and the Utilities Commission's operation of the Combined Enterprise System. The 2016 Bonds are being issued to (a) finance additional improvements to the Combined Enterprise System as more particularly described herein, (b) refund certain of the City's bonds as more particularly described herein, (c) pay a portion of the interest on the 2016 Bonds during the construction of the Additional Improvements (as defined herein), and (d) pay financing costs. **Neither the faith and credit nor the taxing power of the City is pledged for the payment of principal of, premium, if any, or interest on the 2016 Bonds, and no registered owner of the 2016 Bonds has the right to compel the exercise of the taxing power by the City or the forfeiture of any of its property other than Net Receipts and certain other moneys in connection with any default on the 2016 Bonds.**

The 2016 Bonds initially will be issued as fully registered bonds and when delivered will be registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust

Company, Jersey City, New Jersey (“DTC”). DTC will act as the initial securities depository for the 2016 Bonds. Individual purchases of the 2016 Bonds by the beneficial owners will be made in denominations of \$5,000 or any integral multiple thereof. So long as Cede & Co. is the registered owner of the 2016 Bonds, as nominee for DTC, references herein to registered owners or Owners shall mean Cede & Co., as aforesaid, and shall not mean the beneficial owners of the 2016 Bonds. So long as Cede & Co. is the registered owner of the 2016 Bonds as aforesaid, the principal of and interest on the 2016 Bonds are payable by the Bond Registrar to Cede & Co., as nominee for DTC, which will in turn remit such principal and interest to the DTC participants for subsequent disbursement to the beneficial owners. See Appendix F hereto.

The 2016 Bonds are subject to optional and mandatory sinking fund redemption as described herein.

The 2016 Bonds are offered subject to prior sale, when, as and if issued and accepted by the Underwriters, subject to the approval of their validity and certain other matters by Sidley Austin LLP, Washington, D.C., Bond Counsel. Certain legal matters will be passed upon for the City by David A. Holec, Esq., Greenville, North Carolina, City Attorney, for the Utilities Commission by Phillip R. Dixon, Esq., Greenville, North Carolina, counsel to the Utilities Commission, and for the Underwriters by Womble Carlyle Sandridge & Rice, LLP, Raleigh, North Carolina, counsel to the Underwriters. Black and Veatch Corporation, Kansas City, Missouri, and Raftelis Financial Consultants, Inc., Charlotte, North Carolina, have prepared the financial feasibility reports included in Appendices D and E hereto, respectively. It is expected that the 2016 Bonds will be available for delivery through the facilities of DTC on or about June __, 2016.

Wells Fargo Bank, National Association

FTN Financial Capital Markets

May __, 2016

*Preliminary; subject to change.

MATURITY SCHEDULE*

Combined Enterprise System Revenue Bonds, Series 2016

\$ _____ Serial 2016 Bonds

Due April 1	Principal Amount	Interest Rate	Yield	CUSIP[†]
------------------------	-----------------------------	--------------------------	--------------	--------------------------

\$ _____ % Term 2016 Bonds Due April 1, 20__ - Yield _____ % CUSIP _____
 \$ _____ % Term 2016 Bonds Due April 1, 20__ - Yield _____ % CUSIP _____

*Preliminary; subject to change.

[†]Copyright 2016, American Bankers Association. CUSIP numbers herein are provided by CUSIP Global Services, managed by Standard & Poor's Financial Services LLC on behalf of the American Bankers Association, and are set forth herein for the convenience of reference only. Neither the City nor the Underwriters take any responsibility for the selection or accuracy of such numbers set forth herein.

CITY OF GREENVILLE

City Council

Allen M. Thomas	Mayor
Kandie D. Smith	Mayor Pro Tempore
P. J. Connelly	Council Member
Rose H. Glover	Council Member
McLean Godley	Council Member
Calvin R. Mercer	Council Member
Rick Smiley	Council Member

City Staff

Barbara Lipscomb	City Manager
Bernita W. Demery	Director of Financial Services
David A. Holec	City Attorney

Greenville Utilities Commission

John Minges	Chair
Don Mills	Chair-Elect
Rebecca Blount	Commissioner
Joel Butler	Commissioner
Barbara Lipscomb	Commissioner
Dennis Mitchell	Commissioner
Parker Overton	Commissioner
Tommy Stoughton	Commissioner

Utilities Commission Staff

Anthony C. Cannon	General Manager/CEO
Christopher N. Padgett	Chief Administrative Officer
Jeff W. McCauley	Chief Financial Officer
Phillip R. Dixon	General Counsel

No dealer, broker, salesman or other person has been authorized to give any information or to make any representation other than those contained in this Official Statement in connection with the offering described herein, and, if given or made, such other information or representation must not be relied upon as having been authorized. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy any securities other than the 2016 Bonds offered hereby, nor shall there be any offer or solicitation of such offer or sale of the 2016 Bonds in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. Neither the delivery of this Official Statement nor the sale of any of the 2016 Bonds implies that the information herein is correct as of any date subsequent to the date thereof.

The information contained herein has been obtained from the City, the Utilities Commission and other sources believed to be reliable. The information contained herein is subject to change after the date of this Official Statement, and this Official Statement speaks only as of its date.

The Underwriters have provided the following sentence for inclusion in this Official Statement. The Underwriters have reviewed the information in this Official Statement in accordance with, and as part of, their respective responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITERS MAY OVERALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE 2016 BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

Neither the 2016 Bonds, the Bond Order nor the Series Resolution (each as defined herein) have been registered with the Securities and Exchange Commission by reason of the provisions of Section 3(a)(2) of the Securities Act of 1933, as amended, and Section 304(a)(4) of the Trust Indenture Act of 1939, as amended. Any registration or qualification of the 2016 Bonds, the Bond Order or the Series Resolution in accordance with applicable provisions of securities laws of the states in which the 2016 Bonds, the Bond Order or the Series Resolution have been registered or qualified, if so required, and the exemption from registration or qualification in other states, shall not be regarded as a recommendation thereof.

References to web site addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such web sites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement for purposes of, and as that term is defined in, Rule 15c2-12 (as defined herein).

This Official Statement is deemed to be a final official statement with respect to the 2016 Bonds within the meaning of Rule 15c2-12, except, when it is in preliminary form, for the omission of certain pricing and other information authorized to be omitted by Rule 15c2-12.

Certain statements included or incorporated by reference in this Official Statement constitute forward-looking statements. Such statements are generally identifiable by the terminology used such as "plan," "expectations," "estimate," "project," "budget" or other similar words. The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. No assurance is given that actual results will

meet the expectations of the City in any way, regardless of the level of optimism communicated in the information. The City is not obligated to issue, nor does it plan to issue any updates or revisions to the forward-looking statements.

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**State of North Carolina
Department of State Treasurer**

JANET COWELL
Treasurer

*State and Local Government Finance Division
and the Local Government Commission*

GREGORY C. GASKINS
Deputy Treasurer

**Official Statement
of the North Carolina Local Government Commission
Concerning**

**\$ _____ *
CITY OF GREENVILLE, NORTH CAROLINA
Greenville Utilities Commission
Combined Enterprise System Revenue Bonds
Series 2016**

INTRODUCTION

The purpose of this Official Statement, which includes the cover, inside cover and Appendices, is to provide certain information in connection with the issuance of \$ _____ * Greenville Utilities Commission Combined Enterprise System Revenue Bonds, Series 2016 (the “2016 Bonds”) by the City of Greenville, North Carolina (the “City”). The 2016 Bonds are being issued pursuant to The State and Local Government Revenue Bond Act, Article 5 of Chapter 159, as amended, of the General Statutes of North Carolina (the “Act”), a bond order adopted by the City Council of the City on August 11, 1994, and amended and restated as of April 13, 2000 (the “Bond Order”), and a series resolution (the “Series Resolution”) which the Greenville Utilities Commission (the “Utilities Commission”) approved and recommended to the City Council of the City (the “City Council”) for adoption and the City Council adopted on April __, 2016.

This introduction provides certain limited information to serve as a guide to the Official Statement and is expressly qualified by the Official Statement as a whole. Investors should review the entire Official Statement and the documents summarized or described herein.

For the definition of certain terms used herein and a summary of certain provisions of the Bond Order and the Series Resolution, see “Definitions and Summary of the Bond Order and the Series Resolution” in Appendix B. Capitalized terms used herein and not otherwise defined shall have the same meanings given such terms in the Bond Order and the Series Resolution unless otherwise indicated.

Security. The 2016 Bonds will be special obligations of the City, solely secured by and payable from the Net Receipts derived by or for the account of the Utilities Commission from the City’s ownership and the Utilities Commission’s operation of the City’s electric system, water system, sanitary sewer system and natural gas system (the “Combined Enterprise System”), except to the extent payable from proceeds of the 2016 Bonds, investment earnings and certain other moneys, pledged to the payment of the principal of and interest on the 2016 Bonds and any other Parity Indebtedness to the extent herein described.

Pursuant to the Bond Order, the City has heretofore issued several series of bonds that are no longer outstanding. In addition, the City has heretofore issued (i) \$25,085,000 Greenville Utilities Commission Combined Enterprise System Revenue Bonds, Series 2001 (the “2001 Bonds”), of which

*Preliminary; subject to change.

\$_____ is currently outstanding, (ii) \$8,000,000 Greenville Utilities Commission Combined Enterprise System Revenue Bonds, Series 2005 (the “2005 Bonds”), of which \$_____ is currently outstanding; (iii) \$47,325,000 Greenville Utilities Commission Combined Enterprise System Revenue Bonds, Series 2008A (the “2008A Bonds”), of which \$_____ is currently outstanding, (iv) \$4,130,000 Greenville Utilities Commission Combined Enterprise System Revenue Bonds, Series 2008B (Taxable) (the “2008B Bonds”), of which \$_____ is currently outstanding, (v) \$11,005,000 Greenville Utilities Commission Combined Enterprise System Revenue Bond, Series 2010 (the “2010 Bond”), of which \$_____ is currently outstanding and (vi) \$19,647,700 Greenville Utilities Commission Combined Enterprise System Revenue Refunding Bond, Series 2013 (the “2013 Bond”), of which \$_____ is currently outstanding.

The pledge, lien and charge of the 2016 Bonds on the Net Receipts will be on a parity with that of the outstanding 2001 Bonds, **[2005 Bonds,]** 2008A Bonds, 2008B Bonds, 2010 Bond, 2013 Bond and any additional Bonds and Parity Debt (collectively, “Parity Indebtedness”) and superior to the provision for payment of debt service on the City’s outstanding general obligation bonds issued for the benefit of the enterprises included in the Combined Enterprise System. In the future, the City may elect to issue general obligation bonds for the benefit of the Combined Enterprise System as Parity Debt or as Other Indebtedness subordinate to Parity Indebtedness in its right to payment from Net Receipts.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY IS PLEDGED TO THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE 2016 BONDS, AND NO OWNER OF THE 2016 BONDS HAS THE RIGHT TO COMPEL THE EXERCISE OF THE TAXING POWER BY THE CITY OR THE FORFEITURE OF ANY OF ITS PROPERTY OTHER THAN NET RECEIPTS AND CERTAIN OTHER MONEYS IN CONNECTION WITH ANY DEFAULT ON THE 2016 BONDS. See “SECURITY AND SOURCES OF PAYMENT” herein and Appendix G hereto.

Purpose. The 2016 Bonds are being issued for the purpose of providing funds, together with any other available funds, to (1) pay the cost of acquiring and constructing improvements (the “Additional Improvements”) to the Combined Enterprise System as more particularly described herein, (2) refund certain of the City’s 2005 Bonds and 2008A Bonds as described under “THE PLAN OF FINANCE – Refunding”, (3) to pay a portion of the interest on the 2016 Bonds during the construction of the Additional Improvements and (4) pay certain financing costs.

Tax Status. See “TAX TREATMENT” herein.

Professionals. Wells Fargo Bank, National Association, Charlotte, North Carolina and FTN Financial Capital Markets, Atlanta Georgia (collectively, the “Underwriters”) are underwriting the 2016 Bonds. Sidley Austin LLP, Washington, D.C., is serving as Bond Counsel. David A. Holec, Esq., Greenville, North Carolina, is the City Attorney and Phillip R. Dixon, Esq., Greenville, North Carolina, is the Utilities Commission Attorney. Womble Carlyle Sandridge & Rice, LLP, Raleigh, North Carolina, is serving as counsel to the Underwriters. First Southwest Company, Charlotte, North Carolina, is serving as Financial Advisor to the City and the Utilities Commission. Black and Veatch Corporation, Kansas City, Missouri, and Raftelis Financial Consultants, Inc., Charlotte, North Carolina, have prepared the financial feasibility reports included in Appendices D and E hereto, respectively. The Bank of New York Mellon Trust Company, N.A., Jacksonville, Florida, is serving as Trustee and Bond Registrar for the 2016 Bonds and the Escrow Agent.

THE 2016 BONDS

Authorization

The 2016 Bonds will be issued pursuant to the Act, the Order and the Series Resolution.

The City's issuance of the 2016 Bonds received the required approval of the North Carolina Local Government Commission (the "LGC") on May 3, 2016. The LGC is a division of the State Treasurer's office charged with general oversight of local government finance in the State of North Carolina (the "State"). The LGC's approval is required for all bond issues and substantially all other local government financing arrangements in the State. In determining whether to allow bonds to be issued under the Act, the LGC has been given wide statutory discretion to consider the need for and feasibility of the projects to be financed, the local government's capability to repay the amount financed from the pledged revenue sources and the local government's general compliance with State budget and finance laws. Under the Act, the LGC is also responsible, with the issuing unit's approval, for selling bonds issued pursuant to the Act. See Appendix F for additional information on the LGC and its powers and duties.

General

The 2016 Bonds will be dated their date of delivery. The 2016 Bonds will bear interest from their date payable on October 1, 2016, and thereafter semiannually on each April 1 and October 1 at the rates shown on the inside cover of this Official Statement, and will mature, subject to prior redemption, as described herein, on April 1 in the years and amounts shown on the inside cover of this Official Statement. Individual purchases of the 2016 Bonds by the beneficial owners will be made in denominations of \$5,000 or any integral multiple thereof.

Book-Entry-Only System

The Depository Trust Company, Jersey City, New Jersey ("DTC"), will act as securities depository for the 2016 Bonds. The 2016 Bonds will be issued as fully-registered 2016 Bonds registered in the name of Cede & Co., DTC's partnership nominee. One fully-registered 2016 Bond certificate will be issued for each maturity of the 2016 Bonds, as set forth on the inside cover of this Official Statement, each in the aggregate principal amount of such maturity, and will be deposited with DTC. SO LONG AS CEDE & CO. IS THE REGISTERED OWNER OF THE 2016 BONDS, AS DTC'S PARTNERSHIP NOMINEE, REFERENCE HEREIN TO THE HOLDERS OR REGISTERED OWNERS OF THE 2016 BONDS SHALL MEAN CEDE & CO. AND SHALL NOT MEAN THE BENEFICIAL OWNERS OF THE 2016 BONDS. For a more complete description of DTC and the book-entry-only system, see Appendix H hereto.

Redemption Provisions

Optional Redemption of 2016 Bonds.

The 2016 Bonds maturing on or after April 1, 20__ shall be subject to redemption prior to maturity, at the option of the City, in whole or in part on any date, from moneys that may be made available for such purpose, beginning April 1, 20__, and at a Redemption Price not to exceed 100%, plus accrued interest thereon to the date fixed for redemption.

Mandatory Sinking Fund Redemption. (a) The 2016 Bonds maturing on April 1, 20__ will be subject to mandatory sinking fund prepayment on April 1, 20__ and on each April 1 thereafter, at a prepayment price equal to 100% of the principal amount of the 2016 Bonds being prepaid, plus interest accrued to the prepayment date, as follows:

<u>Year</u>	<u>Amount</u>
-------------	---------------

* Maturity

(b) The 2016 Bonds maturing on April 1, 20__ will be subject to mandatory sinking fund prepayment on April 1, 20__ and on each April 1 thereafter, at a prepayment price equal to 100% of the principal amount of the 2016 Bonds being prepaid, plus interest accrued to the prepayment date, as follows:

<u>Year</u>	<u>Amount</u>
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* Maturity

Notice of Redemption, Selection of 2016 Bonds for Redemption and the Effect of Call for Redemption. Not more than ninety (90) days and at least thirty (30) days before the redemption date of any 2016 Bonds, the Bond Registrar shall cause a notice of any such redemption, either in whole or in part, signed by the Bond Registrar, to be mailed, first-class, postage prepaid, to the North Carolina Local Government Commission and all registered owners of 2016 Bonds to be redeemed at their addresses as they appear on the registration books of the City kept by the Bond Registrar; provided, however, that, so long as the 2016 Bonds are held by DTC, any notice of redemption will be made in accordance with DTC's procedures. If less than all of the 2016 Bonds are called for redemption, the maturities of the 2016 Bonds or portions thereof to be redeemed shall be selected by the City in its discretion. The selection of the particular 2016 Bonds to be redeemed will be made in accordance with DTC's procedures. On the date designated for redemption, the 2016 Bonds or portions of 2016 Bonds called for redemption shall become and be due and payable at the Redemption Price provided for the redemption of such 2016 Bonds or portions of 2016 Bonds on such date plus accrued interest to such date, and, if moneys or Defeasance Obligations sufficient for payment of the Redemption Price and the accrued interest are held in separate accounts by the Trustee or the Bond Registrar in trust for the Owners of the 2016 Bonds or portions thereof are to be redeemed, as provided in the Bond Order, interest on the 2016 Bonds or portions of 2016 Bonds so called for redemption shall cease to accrue, such 2016 Bonds or portions of 2016 Bonds shall cease to be entitled to any benefit or security under the Bond Order or be deemed Outstanding, and the

Owners of such 2016 Bonds or portions of 2016 Bonds shall have no rights in respect thereof except to receive payment of the Redemption Price thereof and the accrued interest and, to the extent provided in the Bond Order, to receive new 2016 Bonds for any unredeemed portions of 2016 Bonds.

[Add conditional call language?]

SECURITY AND SOURCES OF PAYMENT

General

The 2016 Bonds will be special obligations of the City, solely secured by and payable from the Net Receipts of the Combined Enterprise System, except to the extent paid from proceeds of 2016 Bonds, investment earnings and certain other moneys. **Neither the faith and credit nor the taxing power of the City is pledged to the payment of principal of, premium, if any, or interest on the 2016 Bonds, and no Owner of the 2016 Bonds has the right to compel the exercise of the taxing power by the City or the forfeiture of any of its property other than Net Receipts and certain other moneys in connection with any default on the 2016 Bonds.**

The Combined Enterprise System is currently composed of the electric system, water system, sanitary sewer system and the natural gas system owned by the City and operated by the Utilities Commission, including improvements thereto financed by Bonds and Receipts (the “Existing Facilities”). The Bond Order authorizes additions or improvements to the Combined Enterprise System (“Additional Improvements”) which, together with the Existing Facilities and the Additional Improvements, will comprise the Combined Enterprise System. See “THE COMBINED ENTERPRISE SYSTEM AND THE UTILITIES COMMISSION” herein. The City may also add to and remove from the Combined Enterprise System entire enterprise systems. See Appendix B – “DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE BOND ORDER – Adding or Deleting an Enterprise System.”

Pledge of Net Receipts

The Net Receipts of the Combined Enterprise System are pledged to the payment of, and as security for, the 2016 Bonds and all other Indebtedness secured by the Bond Order. Net Receipts consist of Receipts after payment of Current Expenses or making provision for the payment of Current Expenses from Receipts. Receipts generally include all payments, proceeds, fees, charges, rents and all other moneys received by or for the account of the Utilities Commission from the ownership by the City and operation by the Utilities Commission of the Combined Enterprise System and all rights to receive the same, whether in the form of accounts receivable, contract rights or other rights, and the proceeds of such rights whether now owned or held or hereafter coming into existence. Current Expenses generally include the reasonable and necessary current expenses of operation, maintenance and repair of the Combined Enterprise System as determined in accordance with generally accepted accounting principles. In particular, the City and the Utilities Commission are obligated to pay as an operating expense of the electric system monthly payments to the North Carolina Eastern Municipal Power Agency (the “Power Agency”) for the City’s all requirements electric bulk power supply. The City’s payment obligations to the Power Agency for its all requirements electric bulk power supply are contained in certain agreements between the City and the Power Agency, certain of which payment obligations are on a “take-or-pay” (unconditional) basis. See “THE COMBINED ENTERPRISE SYSTEM AND THE GREENVILLE UTILITIES COMMISSION - The Electric System - *North Carolina Eastern Municipal Power Agency*”. See “Definitions of Certain Terms” in Appendix B for complete definitions of “Receipts” and “Current Expenses.”

Rate Covenant

The rates, fees and charges for the use of and for the services and facilities furnished or to be furnished by the Combined Enterprise System shall be determined by the Rate Resolution of the Utilities Commission as it may be amended from time to time.

In the Bond Order, the City covenants that the Utilities Commission will revise such rates, fees and charges from time to time and as often as it appears necessary in order that:

(a) the Receipts, together with any other available funds excluding any transfers from the City, will be sufficient to permit the deposit to the credit of the appropriate operating funds under the Bond Order in each Fiscal Year of a sum equal to the total of the Current Expenses to be paid or provided for in such Fiscal Year and the amounts needed for making the cash deposits or transfers in such Fiscal Year required under the Bond Order to make the payments as described by (a) through (i) under “Application of Moneys” herein; and

(b) (i) the Net Revenues in each Fiscal Year will not be less than 125% of the Principal and Interest Requirements for such Fiscal Year on account of the Parity Indebtedness constituting Long-Term Indebtedness then Outstanding and (ii) the Net Revenues for such Fiscal Year, less an amount equal to 100% of the Principal and Interest Requirements for such Fiscal Year on account of the Parity Indebtedness constituting Long-Term Indebtedness then Outstanding, will not be less than 100% of the Principal and Interest Requirements for such Fiscal Year on account of the Subordinate Indebtedness and the Other Indebtedness constituting Long-Term Indebtedness then Outstanding.

As defined in the Bond Order, “Revenues,” generally, means all income, excluding certain extraordinary items, derived by or for the account of the Utilities Commission from the ownership by the City and operation by the Utilities Commission of the Combined Enterprise System, determined in accordance with generally accepted accounting principles. “Net Revenues” means, for a given period, the excess of Revenues over Current Expenses, determined in accordance with generally accepted accounting principles, during that period. See Appendix B – “Definitions of Certain Terms” for the complete definition of such term.

Construction Fund

The proceeds of the 2016 Bonds (less amounts to be applied to refund the Bonds to be Refunded (hereinafter defined) will be deposited in the Series 2016 Bonds Construction Account as created under the Series Resolution within the Construction Fund created under the Bond Order and held by the Trustee. Amounts deposited in the account of the Construction Fund, including interest earnings thereon, will be used to pay the Cost of the Additional Improvements and costs of issuance related to the 2016 Bonds. Interest earned or other income derived from the investment or deposit of moneys held for the credit of the account of the Construction Fund may also be applied, upon the written direction of the General Manager/Chief Executive Officer of the Utilities Commission or his designee, to the principal or interest payments of the 2016 Bonds. Amounts on deposit in the respective accounts of the Construction Fund are, to the extent permitted by law, subject to a pledge, charge and lien in favor of the Owners of the 2016 Bonds pending the application of such amounts to paying the Cost of the Additional Improvements.

Collection and Safekeeping of Receipts

The Utilities Commission will deposit all Receipts as received on a daily basis, to the extent practicable, with an appropriate depository. The Utilities Commission will pay Current Expenses from

such Receipts as due, and will cause transfers of the Receipts to be made to the Trustee and others as described below under “Application of Moneys.” After an event of default under the Bond Order, however, or if the Receipts or the Net Revenues are less than the amounts required by the rate covenant as set forth under “Rate Covenant” above for two consecutive Fiscal Years, the Utilities Commission will deposit all Receipts, as received, with the Trustee until such time as the event of default has been cured or the Receipts and the Net Revenues for one Fiscal Year are not less than the amounts required by the rate covenant. The Trustee first will apply such Receipts in such amounts as it shall determine to pay Current Expenses and thereafter will make the transfers or deposits to each of the accounts and funds as prescribed by the Bond Order to make the payments as described under “Application of Moneys” herein.

Parity Indebtedness Service Fund

The Parity Indebtedness Service Fund, which is established with the Trustee, contains three separate accounts: the Interest Account, the Principal Account and the Sinking Fund Account. Moneys on deposit in the Parity Indebtedness Service Fund, and the three accounts contained therein, will be used to pay the scheduled payments of principal of and interest on the Bonds and any additional Bonds and other Parity Indebtedness, including amounts payable pursuant to mandatory Sinking Fund Requirements. Moneys on deposit in the Parity Indebtedness Service Fund will be held in trust and, pending application as provided for in the Bond Order, will be subject to a pledge, charge and lien in favor of the Owners of the Bonds issued and Outstanding under the Bond Order and the Holders of Parity Debt for the further security of such Owners and Holders.

Parity Indebtedness Reserve Fund

The Bond Order establishes a Parity Indebtedness Reserve Fund, which is pledged as security for the Bonds and any Parity Indebtedness incurred or assumed under the Bond Order unless the Series Resolution or other resolution of the City Council authorizing such Parity Indebtedness provides that such Parity Indebtedness will not be secured by the Parity Indebtedness Reserve Fund or will be secured by a separate account in the Parity Indebtedness Reserve Fund. The 2001 Bonds, the 2008A Bonds and the 2008B Bonds are secured by the Parity Indebtedness Reserve Fund.

The 2016 Bonds will not be secured by the Parity Indebtedness Reserve Fund.

See Appendix B “DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE BOND ORDER – Application of Moneys in Parity Indebtedness Reserve Fund” for additional information relating to the Parity Indebtedness Reserve Fund.

Application of Moneys

Except as described below, the Utilities Commission will withdraw Receipts from the Operating Checking Account and transfer the following amounts, for application in the following manner and order, provided that (i) the Utilities Commission will withdraw only amounts representing Receipts for the purpose of making the transfers or deposits pursuant to (a) through (i) below, (ii) payment or the provision for payment of Current Expenses has been made and (iii) in making such withdrawals the Utilities Commission will not reduce the balance of moneys held for the credit of any Fund under the Bond Order to less than the reserve amounts required to be maintained therein:

- (a) To the Trustee for deposit to the credit of the Interest Account on the dates specified in the applicable Series Resolution, such amount as is sufficient to make full and timely payment of the interest to become due and payable on each Series of Bonds then Outstanding. In the case of the 2016 Bonds, the transfers to the Interest Account are to be made on or before the

25th day of the month preceding each April 1 and October 1 in an amount equal to the interest due and payable on the 2016 Bonds on such dates (after taking into account any amounts transferred from the Construction Fund for the payment of such interest).

(b) To the Trustee for deposit to the credit of the Principal Account on the dates specified in the applicable Series Resolution, such amount as is sufficient to make full and timely payment of the principal to become on the next ensuing principal payment date due and payable on each Series of Bonds then Outstanding. In the case of the 2016 Bonds, the transfers to the Principal Account are to be made on or before the 25th day of the month preceding each April 1 in an amount equal to the principal to become due and payable on the next ensuing April 1.

(c) To the Trustee for deposit to the credit of the Sinking Fund Account, such amount as is equal to the Sinking Fund Requirements and amortization requirements, if any, as specified in the applicable Series Resolution, for each Series of Bonds then Outstanding and to be retired on the next ensuing sinking fund redemption date, plus the premiums, if any, on such principal amount of the Term Bonds to be redeemed.

(d) To the Trustee for deposit to the credit of such funds and accounts as shall be established by each resolution of the City Council authorizing the incurrence or assumption of Subordinate Indebtedness, such amount as is equal to the amount of interest on and principal of Subordinate Indebtedness then Outstanding and the funding of any related debt service reserve then required pursuant to such resolution.

(e) To the City or such other person or persons as may be appropriate for deposit to the credit of such funds and accounts as shall be established by each resolution of the City Council authorizing the incurrence or assumption of Other Indebtedness (which includes the City's outstanding general obligation bonds issued for the benefit of the enterprise systems included in the Combined Enterprise System), such amount as is equal to the amount of interest on and principal of Other Indebtedness then Outstanding and the funding of any related debt service reserve pursuant to such resolution.

(f) To the City such amount as is equal to the amount representing any transfer received by the Utilities Commission from the City in the preceding Fiscal Year pursuant to the Utilities Commission Charter (as hereinafter defined) with interest thereon which is then to be repaid as provided in the Annual Budget or as otherwise agreed to by the City and the Utilities Commission.

(g) To the City such amount as is equal to the amount representing the transfers required to be made by the Utilities Commission to the City in the current Fiscal Year pursuant to the Utilities Commission Charter as provided in the Annual Budget or otherwise agreed to by the City and the Utilities Commission.

(h) To the credit of any applicable capital projects fund or reserve such amounts as are equal to the amounts then required to be so transferred as provided in the Annual Budget.

The Bond Order permits the City to provide for a disposition of Receipts in addition to the transfers or deposits described under (a) through (i) above and prior to the transfers or deposits mentioned in (f) through (i) above but only after the transfers or deposits described in (a) through (e) above.

Moneys on deposit in the accounts and funds set forth in (a) through (c) above will be used to pay the scheduled payments of principal of and interest on the 2016 Bonds, including amounts payable

pursuant to mandatory sinking fund redemptions. The Trustee will hold the Parity Indebtedness Service Fund (and the three accounts therein). The Parity Indebtedness Service Fund is pledged as security for the 2016 Bonds.

Repayment of Any Transfer from City; Required Transfer to City

If there are available moneys remaining from the Receipts after making the required transfers or deposits described in (a) through (f) under “Application of Moneys” above, then (i) the Utilities Commission will repay to the City, with interest, the amount of any transfer made by the City to the Utilities Commission to be applied to the necessary expenses of the Utilities Commission if charges and rentals are insufficient to pay such necessary expenses as provided for in Chapter 861 of the 1991 Session Laws of North Carolina (the “Utilities Commission Charter”) and (ii) the Utilities Commission will thereafter transfer annually to the City, unless such transfer is reduced by the City Council of the City, an amount equal to 6% of the difference between the electric and natural gas systems’ net fixed assets and total bonded indebtedness plus an amount equal to 50% of the Utilities Commission’s retail cost of service for the City’s public lighting as required by the Utilities Commission Charter. For the fiscal year ended June 30, 2015, the transfer from the Utilities Commission to the City as described in (ii) above was \$_____, which was ___% of the City’s budgeted revenues.

The City and the Utilities Commission do not anticipate that any transfer by the City to the Utilities Commission as described in (i) above will be necessary, and the requirement that such a transfer be made is in no way a part of the security for the 2016 Bonds, nor will the Owners of the 2016 Bonds have any right to require or enforce such a transfer from the City to the Utilities Commission.

Parity, Subordinate and Additional Indebtedness

The outstanding Bonds are secured by a pledge, charge and lien upon Net Receipts on a parity with the 2016 Bonds. Under the conditions described in the Bond Order, and without the approval or consent of the Owners of the 2016 Bonds or any other Parity Indebtedness then Outstanding, the City may incur or assume additional Parity Indebtedness (including additional Bonds), Subordinate Indebtedness or Additional Indebtedness. Parity Indebtedness and Subordinate Indebtedness are both secured by a lien on Net Receipts. Additional Indebtedness is not secured by a lien on Net Receipts but is payable from Net Receipts as provided in the Bond Order. Parity Indebtedness, Subordinate Indebtedness and Additional Indebtedness may be incurred or assumed to pay costs (including costs of issuance) of (1) completing the Additional Improvements, (2) constructing and acquiring Additional Improvements to the Combined Enterprise System and (3) refunding Parity Indebtedness, Subordinate Indebtedness or Additional Indebtedness. Parity Indebtedness other than Bonds, Subordinate Indebtedness and Additional Indebtedness may also be incurred or assumed for any other lawful purpose of the City related to the ownership or operation of the Combined Enterprise System.

General Obligation Bonds

Subject to compliance with the applicable provisions of North Carolina law, the City is authorized to issue general obligation bonds, secured by the taxing power of the City, to finance the costs of improvements to the various components of the Combined Enterprise System. Certain of the components of the existing Combined Enterprise System were financed with the proceeds of general obligation bonds. As of March 31, 2016, approximately \$_____ in principal of general obligation bonds issued by the City to finance improvements to the Combined Enterprise System was outstanding.

Pursuant to the Bond Order, the existing general obligation bonds are not secured by a pledge and lien upon the Net Receipts, but are payable from the Net Receipts following the payment of the Bonds

and other Parity Indebtedness, Subordinated Indebtedness and any required transfers to reserve funds. In addition, although the Bond Order does not create a pledge and lien upon the Net Receipts on behalf of the holders of general obligation bonds, North Carolina law requires that revenues, if any, of a utility or public service enterprise must be applied first, to pay the operating, maintenance and capital outlay costs of the utility or enterprise, and second, to pay the bonds issued to finance the utility or enterprise, before such funds may be used for any other purpose. Therefore, although the City and the Utilities Commission are not required by law to collect rates, fees, and charges sufficient to pay debt service on the general obligation bonds, to the extent such rates, fees and charges are collected, they must be applied to pay debt service on the general obligation bonds to the extent amounts are available for such purpose following the payment of operating expenses, capital outlay costs, debt service on Parity Indebtedness and Subordinated Indebtedness and required reserve fund transfers. (See “Application of Moneys – (e)” above.)

Disposition and Additions of Certain Property and/or Systems

The Bond Order authorizes the sale, exchange, lease or other disposal of or encumbrance of property comprising the Combined Enterprise System, including a component part of the Combined Enterprise System, under the conditions set forth in the Bond Order. See Appendix B – DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE BOND ORDER – Covenant Against Sale or Encumbrance and Exceptions Thereto.” The City may also add to and remove from the Combined Enterprise System entire enterprise systems. See Appendix B – “DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF THE BOND ORDER – Adding or Deleting an Enterprise.”

THE PLAN OF FINANCE

Additional Improvements

The Additional Improvements consist of various improvements to the Combined Enterprise System at a total estimated cost of \$43,400,000. Water system improvements included in the Additional Improvements consist of _____. Electric system improvements included in the Additional Improvements consist of _____. Gas system improvements included in the Additional Improvements consist of _____. Sewer system improvements included in the Additional Improvements consist of _____. All of the Additional Improvements are part of the Utilities Commission’s five year capital improvement program.

For a discussion of the Combined Enterprise System’s Capital Improvement Program, see Note ___ of Appendix D attached hereto and Note ___ of Appendix E attached hereto.

Refunding

The City is refunding all or a portion of (a) the 2005 Bonds maturing September 1, 2016 to September 1, 2025, inclusive (the “2005 Bonds to be Refunded”), and (b) the 2008A Bonds maturing November 1, 2019 to 2025, inclusive, 2028 and 2033 (the “2008A Bonds to be Refunded” and collectively with the 2005 Bonds to be Refunded, the “Bonds to be Refunded”).

[To be revised if 2005 Bonds called for redemption at closing.] To accomplish the refunding of the Bonds to be Refunded, proceeds from the sale of a portion of the 2016 Bonds, together with other available funds, will be deposited in an escrow fund (the “Escrow Fund”) held by The Bank of New York Mellon Trust Company, N.A., as escrow agent (the “Escrow Agent”), in trust pursuant to the terms and conditions of an Escrow Deposit Agreement, dated as of June 1, 2016 (the “Escrow Deposit Agreement”), between the City and the Escrow Agent. Funds on deposit in the Escrow Fund will be used to purchase

certain non-callable Government Obligations (as described in the Escrow Deposit Agreement) maturing at times and in amounts sufficient to provide funds, together with other funds deposited in the Escrow Fund and remaining uninvested, to pay the principal of, premium, if any, and interest on the Bonds to be Refunded as the same become due and payable. The 2005 Bonds to be Refunded will be irrevocably called for redemption on _____, 2016 at a redemption price equal to 103% of the principal amount of the 2005 Bonds to be Refunded plus accrued interest to the redemption date. The 2008A Bonds to be Refunded will be irrevocably called for redemption on November 1, 2018 at a redemption price equal to 100% of the principal amount of the 2008A Bonds to be Refunded plus accrued interest to the redemption date. Upon the execution of the Escrow Deposit Agreement and the deposit of funds with the Escrow Agent as described above, the Bonds to be Refunded will no longer be secured by the Bond Order, but will be secured solely by such Government Obligations, cash and other monies which may be deposited from time to time under the Escrow Deposit Agreement.

ESTIMATED SOURCES AND USES OF FUNDS

The City estimates the sources and uses of the proceeds to be received from the sale of the 2016 Bonds to be as follows:

Sources:

Par Amount of 2016 Bonds	
Net Original Issue Premium/Discount	
Total	\$

Uses:

Cost of Additional Improvements	
Capitalized Interest	
Deposit to Escrow Fund	
Costs of Issuance ⁽¹⁾	
Total	\$

⁽¹⁾ Includes underwriters' discount, legal fees, financial advisor fees, printing costs, rating agency fees, fees and expenses of the Trustee, the Bond Registrar, the Escrow Agent and miscellaneous fees and expenses.

and Additional Indebtedness – and – General Obligation Bonds” above. Requirements on State Revolving Fund Loans are based on estimated draw down schedules for such loans.

³ A portion of the proceeds of the 2016 Bonds will be used to pay a portion of the interest on the 2016 Bonds through _____ 1, 201_.

FINANCIAL FEASIBILITY REPORTS

The Financial Feasibility Reports, which have been prepared by Black and Veatch Corporation and Raftelis Financial Consultants, Inc., are included in Appendix D and Appendix E, respectively, and should be read in their entirety. The forecasted operating results for the Fiscal Years ending June 30, 2016 through 2021 contained therein are based on certain assumptions discussed in the Financial Feasibility Reports. Certain of these assumptions may not materialize and unforeseen events and circumstances may occur subsequent to the date of the Financial Feasibility Reports. Therefore, there will usually be differences between the forecasted operating results and the actual operating results and these differences may be material.

The following table, derived from the Financial Feasibility Reports, shows the projected debt service coverage ratios for the Fiscal Years ending June 30, 2016 to 2021, inclusive.

[Table to be inserted.]

THE COMBINED ENTERPRISE SYSTEM AND THE GREENVILLE UTILITIES COMMISSION

[To be inserted.]

THE CITY

[To be inserted.]

LITIGATION

No litigation is now pending or, to the best of the City’s or Utilities Commission’s knowledge, threatened against or affecting the City or the Utilities Commission seeking to restrain or enjoin the adoption, approval, authorization, execution or delivery of the 2016 Bonds, the Bond Order or the Series Resolution or contesting the validity or the authority or proceedings for the adoption, approval, authorization, execution or delivery of the 2016 Bonds, the Bond Order or the Series Resolution or the City’s or Utilities Commission’s creation, organization or existence, or the title of any of the City’s or Utilities Commission’s present officers to their respective offices or the authority or proceedings for the City’s or Utilities Commission’s adoption, approval, authorization, execution and delivery of the 2016 Bonds, the Bond Order or the Series Resolution or the City’s or Utilities Commission’s authority to carry out its obligations thereunder, or which would have a material adverse impact on the City’s or Utilities Commission’s condition, financial or otherwise.

LEGAL MATTERS

Legal matters related to the authorization, execution, sale and delivery of the 2016 Bonds are subject to the approval of Sidley Austin LLP, Washington, D.C., Bond Counsel. Certain legal matters will be passed upon for the City by David A. Holec, Esq., Greenville, North Carolina, City Attorney, for the Utilities Commission by Phillip R. Dixon, Esq., Greenville, North Carolina, Counsel to the Utilities Commission, and for the Underwriters by Womble Carlyle Sandridge & Rice, LLP, Raleigh, North Carolina, counsel to the Underwriters.

TAX TREATMENT

Tax Exemption

[To be reviewed by Bond Counsel.] In the opinion of Sidley Austin LLP, Washington, D.C., as Bond Counsel, except as provided in the following sentence, interest on the 2016 Bonds will not be includable in the gross income of the owners of the Bonds for purposes of federal income taxation under existing law. Interest on the 2016 Bonds will be includable in the gross income of the owners thereof retroactive to the date of issue of the 2016 Bonds in the event of a failure by the City or the Utilities Commission to comply with applicable requirements of the Internal Revenue Code of 1986, as amended (the “Code”), and covenants regarding use, expenditure and investment of bond proceeds and the timely payment of certain investment earnings to the United States Treasury; and no opinion is rendered by Sidley Austin LLP as to the exclusion from gross income of the interest on the 2016 Bonds for federal income tax purposes on or after the date on which any action is taken under the 2016 Bond proceedings upon the approval of counsel other than such firm.

Sidley Austin LLP is also of the opinion, based on existing law, that interest on the 2016 Bonds will be exempt from all State of North Carolina income taxes.

Interest on the 2016 Bonds will not be a specific preference item for purposes of the federal individual or corporate alternative minimum tax. The Code contains other provisions that could result in tax consequences, upon which Sidley Austin LLP renders no opinion, as a result of ownership of such 2016 Bonds or the inclusion in certain computations (including, without limitation, those related to the corporate alternative minimum tax) of interest that is excluded from gross income. Interest on the 2016 Bonds owned by a corporation will be included in the calculation of the corporation’s federal alternative minimum tax liability.

Ownership of tax-exempt obligations may result in collateral tax consequences to certain taxpayers, including without limitation, financial institutions, property and casualty insurance companies, certain foreign corporations doing business in the United States, certain S Corporations with excess passive income, individual recipients of Social Security or railroad retirement benefits, taxpayers eligible for the earned income tax credit and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations. Prospective purchasers of the 2016 Bonds should consult their tax advisors as to the applicability of any such collateral consequences.

Original Issue Discount

The excess, if any, of the amount payable at maturity of any maturity of the 2016 Bonds purchased as part of the initial public offering over the issue price thereof constitutes original issue discount. The amount of original issue discount that has accrued and is properly allocable to an owner of any maturity of the 2016 Bonds with original issue discount (a “Discount Bond”) will be excluded from

gross income for federal, State and City income tax purposes to the same extent as interest on the 2016 Bonds. In general, the issue price of a maturity of the 2016 Bonds is the first price at which a substantial amount of 2016 Bonds of that maturity was sold (excluding sales to bond houses, brokers or similar persons or organizations acting in the capacity of underwriters, placement agents, or wholesalers) and the amount of original issue discount accrues in accordance with a constant yield method based on the compounding of interest. A purchaser's adjusted basis in a Discount Bond is to be increased by the amount of such accruing discount for purposes of determining taxable gain or loss on the sale or other disposition of such Discount Bonds for federal income tax purposes. A portion of the original issue discount that accrues in each year to an owner of a Discount Bond which is a corporation will be included in the calculation of the corporation's federal alternative minimum tax liability. In addition, original issue discount that accrues in each year to an owner of a Discount Bond is included in the calculation of the distribution requirements of certain regulated investment companies and may result in some of the collateral federal income tax consequences discussed above. Consequently, owners of any Discount Bond should be aware that the accrual of original issue discount in each year may result in an alternative minimum tax liability, additional distribution requirements or other collateral federal income tax consequences although the owner of such Discount Bond has not received cash attributable to such original issue discount in such year.

The accrual of original issue discount and its effect on the redemption, sale or other disposition of a Discount Bond that is not purchased in the initial offering at the first price at which a substantial amount of such substantially identical Bonds is sold to the public may be determined according to rules that differ from those described above. An owner of a Discount Bond should consult his tax advisor with respect to the determination for federal income tax purposes of the amount of original issue discount with respect to such Discount Bond and with respect to state and local tax consequences of owning and disposing of such Discount Bond.

Bond Premium

The excess, if any, of the tax basis of the 2016 Bonds purchased as part of the initial public offering to a purchaser (other than a purchaser who holds such 2016 Bonds as inventory, stock in trade or for sale to customers in the ordinary course of business) over the amount payable at maturity is "bond premium." Bond premium is amortized over the term of such 2016 Bonds for federal income tax purposes (or, in the case of a bond with bond premium callable prior to its stated maturity, the amortization period and yield may be required to be determined on the basis of an earlier call date that results in the lowest yield on such bond). Owners of such 2016 Bonds are required to decrease their adjusted basis in such 2016 Bonds by the amount of amortizable bond premium attributable to each taxable year such 2016 Bonds are held. The amortizable bond premium on such 2016 Bonds attributable to a taxable year is not deductible for federal income tax purposes; however, bond premium is treated as an offset to qualified stated interest received on such 2016 Bonds. Owners of such 2016 Bonds should consult their tax advisors with respect to the determination for federal income tax purposes of the treatment of bond premiums upon sale or other disposition of such 2016 Bonds and with respect to the state and local tax consequences of owning and disposing of such 2016 Bonds.

Other Tax Consequences

The Code contains other provisions (some of which are noted below) that could result in tax consequences, upon which Bond Counsel expresses no opinion, as a result of ownership of the 2016 Bonds or the inclusion in certain computations of interest on the 2016 Bonds that is excluded from gross income for purposes of federal income taxation.

PROSPECTIVE PURCHASERS OF THE 2016 BONDS SHOULD CONSULT THEIR TAX ADVISORS AS TO THE APPLICABILITY AND IMPACT OF ANY SUCH COLLATERAL TAX CONSEQUENCES.

Ownership of tax-exempt obligations may result in collateral tax consequences to certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, certain foreign corporations doing business in the United States, certain S corporations with excess passive income, individual recipients of Social Security or Railroad Retirement benefits, taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations and taxpayers who may be eligible for the earned income tax credit.

Backup Withholding

Interest paid on tax-exempt obligations, such as the 2016 Bonds, will be subject to information reporting in a manner similar to interest paid on taxable obligations. Although such reporting requirement does not, in and of itself, affect the excludability of interest on the 2016 Bonds from gross income for federal income tax purposes, such reporting requirement causes the payment of interest on the 2016 Bonds to be subject to back up withholding if such interest is paid to beneficial owners who (a) are not “exempt recipients,” and (b) either fail to provide certain identifying information (such as the beneficial owner’s taxpayer identification number) in the required manner or have been identified by the Internal Revenue Service (the “IRS”) as having failed to report all interest and dividends required to be shown on their income tax returns. Generally, individuals are not exempt recipients, whereas corporations and certain other entities generally are exempt recipients. Amounts withheld under the backup withholding rules from a payment to a beneficial owner would be allowed as a refund or credit against such beneficial owner’s federal income tax liability provided the required information is furnished to the IRS.

Future Tax Developments

Future legislative proposals, if enacted into law, regulations, rulings or court decisions may cause interest on the 2016 Bonds to be subject, directly or indirectly, to federal income taxation or interest on the 2016 Bonds to be subject to State of North Carolina or local income taxation, or otherwise prevent beneficial owners from realizing the full current benefit of the tax status of such interest. Further legislation or regulatory actions and proposals may affect the economic value of the federal or state tax exemption or the market value of the 2016 Bonds.

Prospective purchasers of the 2016 Bonds should consult their own tax advisors regarding pending or proposed federal or State of North Carolina tax legislation, regulations, rulings or litigation, as to which Sidley Austin LLP expresses no opinion.

CONTINUING DISCLOSURE

In the Series Resolution, the City will undertake, and in a resolution of the Utilities Commission adopted prior to the issuance of the 2016 Bonds the Utilities Commission will undertake, for the benefit of the beneficial owners of the 2016 Bonds, to provide:

(A) by not later than seven months from the end of each Fiscal Year, commencing with the Fiscal Year ending June 30, 2016, to the Municipal Securities Rulemaking Board via The Electronic Municipal Market Access system (“EMMA”) and to the state information depository for the State of North Carolina (“SID”), if any, audited financial statements of the Utilities Commission for such Fiscal Year, if available, prepared in accordance with Section 159-39 of the General Statutes of North Carolina,

as it may be amended from time to time, or, if such audited financial statements of the Utilities Commission are not available by seven months from the end of such Fiscal Year, unaudited financial statements of the Utilities Commission for such Fiscal Year to be replaced subsequently by audited financial statements of the Utilities Commission to be delivered within 15 days after such audited financial statements become available for distribution;

(B) by not later than seven months from the end of each Fiscal Year, commencing with the Fiscal Year ending June 30, 2016, to EMMA, and to the SID, if any, (i) the financial and statistical data as of a date not earlier than the end of the preceding Fiscal Year for the type of information included under the following headings to the Official Statement [(1) **“The Combined Enterprise System - The Electric System (capacity and consumption figures) - Electric Service Rates, Number of Connections and - Major Users”** and **power purchases from the Power Agency;** (2) **“The Combined Enterprise System - The Water System (capacity and consumption figures) -- Water Service Rates, - Water Service Connection Fees, - Number of Connections and - Major Users;”** (3) **“The Combined Enterprise System - The Sanitary Sewer System (capacity figures)”**; **Sewer Service Rates, - Sewer Service Connection Fees, - Number of Connections and - Major Users”**; (4) **“The Combined Enterprise System - The Natural Gas System (capacity and consumption figures) - Natural Gas Rates, - Number of Connections, Gas Consumption and - Major Users”**; and (5) **“The Combined Enterprise System - Billing and Collection Procedures”**] in the Official Statement relating to the 2016 Bonds, to the extent such items are not included in the audited financial statements referred to in (A) above;

(C) in a timely manner, to EMMA, and to the SID, if any, notice of any of the following events with respect to the 2016 Bonds, if material:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults; if material
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 570-TEB) or other material notices or determinations with respect to or events affecting the tax-exempt status of the 2016 Bonds;
- (7) modification to the rights of security holders; if material
- (8) bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution or sale of property securing repayment of the securities, if material;
- (11) rating changes;

(12) bankruptcy, insolvency, receivership or similar event of the City; which event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets of business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court of governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City;

(13) the consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating any such actions, other than pursuant to its terms, if material; and

(14) appointment of a successor or additional paying agent or the change of name of a paying agent, if material.

(D) in a timely manner, to EMMA, and to the SID, if any, notice of a failure of the City or the Utilities Commission to provide required annual financial information described in (a) or (b) above on or before the date specified.

If the City or the Utilities Commission fails to comply with the undertaking described above, the Trustee or any beneficial owner of the 2016 Bonds then Outstanding may take action to protect and enforce the rights of beneficial owners with respect to such undertaking, including an action for specific performance; provided, however, that failure to comply with such undertaking shall not be an event of default under the Order and shall not result in any acceleration of payment of the 2016 Bonds.

The City and the Utilities Commission reserve the right to modify from time to time the information to be provided to the extent necessary or appropriate in the judgment of the City and the Utilities Commission, provided that:

(a) any such modification may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the City or the Utilities Commission; and

(b) the information to be provided, as modified, would have complied with the requirements of Rule 15c2-12 issued under the Securities Exchange Act of 1934 ("Rule 15c2-12") as of the date of the Official Statement, after taking into account any amendments or interpretations of Rule 15c2-12, as well as any changes in circumstances; and

(c) any such modification does not materially impair the interests of the beneficial owners, as determined either by parties unaffiliated with the City or the Utilities Commission (such as Bond Counsel), or by approving vote of the registered owners of not less than a majority in principal amount of the 2016 Bonds then Outstanding pursuant to the terms of the Bond Order, as it may be amended from time to time.

The City and the Utilities Commission agree that any such modification shall not take effect except upon thirty (30) days' prior written notice to the Senior Manager, unless waived in writing by such Senior Manager.

The City and the Utilities Commission also agree that the annual financial information containing the amended operating data or financial information will explain, in narrative form, the reasons for the amendments and the impact of the change in the type of operating data or financial information being provided.

[Prior continuing disclosure compliance to be discussed.]

LEGALITY FOR INVESTMENT

Section 159-40 of the General Statutes of North Carolina provides that the 2016 Bonds are securities in which all public officers and public bodies of the State of North Carolina and its political subdivisions and agencies and all insurance companies, trust companies, investment companies, banks, savings banks, building and loan associations, savings and loan associates, credit unions, pension or retirement funds, other financial institutions engaged in business in the State of North Carolina, executors, administrators, trustees and other fiduciaries may properly and legally invest funds, including capital in their control or belonging to them, and the 2016 Bonds are securities which may properly and legally be deposited with and received by any State of North Carolina or municipal officer or any agency or political subdivision of the State for any purpose for which the deposit of bonds, notes or obligations of the State is now or may hereafter be authorized by law.

RATINGS

Moody's Investors Service ("Moody's") and Standard & Poor's Ratings Services ("S&P") have given the 2016 Bonds the respective ratings set forth on the front cover. Further explanation of the significance of such ratings may be obtained from Moody's and S&P. The Utilities Commission has provided to Moody's and S&P certain information that has not been included in this Official Statement. The ratings are not a recommendation to buy, sell or hold the 2016 Bonds and should be evaluated independently. There is no assurance that such ratings will continue for any given period of time or that the ratings will not be revised or withdrawn entirely by Moody's or S&P, if, in the judgment of Moody's or S&P, circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the 2016 Bonds. Neither the City, the Utilities Commission, nor the Underwriters have undertaken any responsibility after the issuance of the 2016 Bonds to assure maintenance of the ratings or to oppose any such proposed revision or withdrawal.

VERIFICATION OF MATHEMATICAL COMPUTATIONS

The arithmetical accuracy of certain computations included in the schedules provided by Wells Fargo Bank, National Association, as the senior managing underwriter, on behalf of the City relating to (a) computation of forecasted receipts of principal and interest on the Government Obligations (as defined in the Escrow Deposit Agreement) and the forecasted payments of principal and interest to redeem the Bonds to be Refunded and (b) computation of the yields on the 2016 Bonds and the Government Obligations was examined by _____. Such computations were based solely upon assumptions and information supplied by Wells Fargo Bank, National Association, as the senior managing underwriter, on behalf of the City. _____ has restricted its procedures to examining the arithmetical accuracy of certain computations and has not made any study or evaluation of the assumptions and information upon which the computations are based and, accordingly, has not expressed an opinion on the data used, the reasonableness of the assumptions, or the achievability of the forecasted outcome.

Bond counsel to the City will rely upon the accuracy of these calculations in supporting its conclusion that the 2016 Bonds are not “arbitrage bonds” within the meaning of the Code.

UNDERWRITING

The Underwriters have entered into a Bond Purchase Agreement to purchase all of the 2016 Bonds, if any of the 2016 Bonds are to be purchased, at a purchase price equal to 100% of the principal amount thereof, less/plus an original issue discount/premium of \$_____ and less an underwriters’ discount of \$_____. The obligation of the Underwriters to pay for the 2016 Bonds is subject to certain terms and conditions set forth in the Bond Purchase Agreement.

The Underwriters may offer and sell the 2016 Bonds to certain dealers (including dealers depositing the 2016 Bonds into investment trusts) and others at prices lower than the initial public offering prices stated on the inside cover page hereof. The public offering prices may be changed from time to time by the Underwriters.

Wells Fargo Securities is the trade name for certain securities-related capital markets and investment banking services of Wells Fargo & Company and its subsidiaries, including Wells Fargo Bank, National Association (“WFBNA”). WFBNA, one of the Underwriters of the 2016 Bonds, has entered into an agreement (the "Distribution Agreement") with its affiliate, Wells Fargo Advisors, LLC ("WFA"), for the distribution of certain municipal securities offerings, including the 2016 Bonds. Pursuant to the Distribution Agreement, WFBNA will share a portion of its underwriting or remarketing agent compensation, as applicable, with respect to the 2016 Bonds with WFA. WFBNA also utilizes the distribution capabilities of its affiliate, Wells Fargo Securities, LLC (“WFSLLC”), for the distribution of municipal securities offerings, including the 2016 Bonds. In connection with utilizing the distribution capabilities of WFSLLC, WFBNA pays a portion of WFSLLC’s expenses based on its municipal securities transactions. WFBNA, WFSLLC, and WFA are each wholly-owned subsidiaries of Wells Fargo & Company.

MISCELLANEOUS

Members of the LGC staff have participated in the preparation of this Official Statement and other documents related to the issuance of the 2016 Bonds, but the LGC and its staff assume no responsibility for the accuracy or completeness of any representation or statement in this Official Statement, other than those used in Appendix F.

The LGC, the City and the Utilities Commission have each duly authorized the execution and delivery of this Official Statement.

LOCAL GOVERNMENT COMMISSION
OF NORTH CAROLINA

By: _____
Secretary

CITY OF GREENVILLE, NORTH CAROLINA

By: _____
City Manager

GREENVILLE UTILITIES COMMISSION

By: _____
Chief Financial Officer

APPENDIX A
AUDITED FINANCIAL STATEMENTS OF THE UTILITIES COMMISSION

APPENDIX B
DEFINITIONS AND SUMMARY OF CERTAIN PROVISIONS OF
THE BOND ORDER AND THE SERIES RESOLUTION

APPENDIX C
PROPOSED FORM OF BOND COUNSEL'S OPINION

APPENDIX D
REPORT OF BLACK & VEATCH CORPORATION

APPENDIX E
REPORT OF RAFTELIS FINANCIAL CONSULTANTS INC.

APPENDIX F
THE NORTH CAROLINA LOCAL GOVERNMENT COMMISSION

APPENDIX F

THE NORTH CAROLINA LOCAL GOVERNMENT COMMISSION

The Local Government Commission (the “Commission”) is composed of nine members: the State Treasurer, the Secretary of State, the State Auditor, the Secretary of Revenue and five others by appointment (three by the Governor, one by the General Assembly upon recommendation of the President Pro Tempore of the Senate and one by the General Assembly upon recommendation of the Speaker of the House of Representatives). The State Treasurer serves as Chairman and selects the Secretary of the Commission, who heads the administrative staff serving the Commission.

A major function of the Commission is the approval, sale and delivery of substantially all North Carolina local government bonds and notes. A second key function is monitoring certain fiscal and accounting standards prescribed for units of local government by The Local Government Budget and Fiscal Control Act. In addition, the Commission furnishes, upon request, on-site assistance to units of local government concerning existing financial and accounting systems as well as aid in establishing new systems. Further, educational programs and materials are provided for local officials concerning finance and cash management.

Before any unit of local government can incur bonded indebtedness, the proposed bond issue must be approved by the Commission. In determining whether to give such approval the Commission may consider, among other things, the unit’s debt management procedures and policies, its compliance with The Local Government Budget and Fiscal Control Act and its ability to service the proposed debt. All general obligation issues are customarily sold on the basis of formal sealed bids submitted at the Commission’s offices in Raleigh and are subsequently delivered to the successful bidder by the Commission. The Commission maintains records for all units of local government of principal and interest payments coming due on bonded indebtedness in the current and future years and monitors the payment by the units of local government of debt service through a system of monthly reports.

As a part of its role in assisting and monitoring the fiscal programs of units of local government, the Commission attempts to ensure that the units of local government follow generally accepted accounting principles, systems and practices. The Commission’s staff also counsels the units of local government in treasury and cash management, budget preparation and investment policies and procedures. Educational programs, in the form of seminars or classes, are also provided by the Commission in order to accomplish these tasks. The monitoring of the financial systems of units of local government is accomplished through the examination and analysis of the annual audited financial statements and other required reports. The Local Government Budget and Fiscal Control Act requires each unit of local government to have its accounts audited annually by a certified public accountant or by an accountant certified by the Commission as qualified to audit local government accounts. A written contract must be submitted to the Secretary of the Commission for his approval prior to the commencement of the audit.

The Commission has the statutory authority to impound the books and records of any unit of local government and assume full control of all its financial affairs (a) when the unit defaults on any debt service payment or, in the opinion of the Commission, will default on a future debt service payment if the financial policies and practices of the unit are not improved or (b) when the unit persists, after notice and warning from the Commission, in willfully or negligently failing or refusing to comply with the provisions of The Local Government Finance Act. When the Commission takes action under this authority, the Commission is vested with all of the powers of the governing board of the unit of local

government as to the levy of taxes, expenditure of money, adoption of budgets and all other financial powers conferred upon such governing board by law.

In addition, if a unit of local government fails to pay any installment of principal or interest on its outstanding debt on or before its due date and remains in default for 90 days, the Commission may take such action as it deems advisable to investigate the unit's fiscal affairs, consult with its governing board and negotiate with its creditors in order to assist the unit in working out a plan for refinancing, adjusting or compromising such debt. When a plan is developed that the Commission finds to be fair and equitable and reasonably within the ability of the unit of local government to meet, the Commission will enter an order finding that the plan is fair, equitable and within the ability of the unit to meet and will advise the unit to take the necessary steps to implement such plan. If the governing board of the unit declines or refuses to do so within 90 days after receiving the Commission's advice, the Commission may enter an order directing the unit to implement such plan and may apply for a court order to enforce such order. When a refinancing plan has been put into effect, the Commission has the authority (a) to require any periodic financial reports on the unit's financial affairs that the Secretary deems necessary and (b) to approve or reject the unit's annual budget ordinance. The governing board of the unit of local government must also obtain the approval of the Secretary of the Commission before adopting any annual budget ordinance. The power and authority granted to the Commission as described in this paragraph will continue with respect to a defaulting unit of local government until the Commission is satisfied that the unit has performed or will perform the duties required of it in the refinancing plan and until agreements made with the unit's creditors have been performed in accordance with such plan.

APPENDIX G
THE DEPOSITORY TRUST COMPANY

APPENDIX G

THE DEPOSITORY TRUST COMPANY

The Depository Trust Company (“DTC”), New York, New York, will act as securities depository for the 2016 Bonds. The 2016 Bonds will be delivered as fully-registered bonds registered in the name of Cede & Co., DTC’s partnership nominee, or such other name as may be requested by an authorized representative of DTC. One fully-registered bond for each maturity of the 2016 Bonds will be issued, each in the aggregate principal amount of each such maturity and will be deposited with DTC. SO LONG AS CEDE & CO. IS THE REGISTERED OWNER OF THE 2016 Bonds, REFERENCE HEREIN TO THE REGISTERED OWNERS OR OWNERS OF THE 2016 Bonds SHALL MEAN CEDE & CO. AND SHALL NOT MEAN THE BENEFICIAL OWNERS OF THE 2016 Bonds.

DTC, the world’s largest depository, is a limited purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 2.2 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues and money market instruments from over 100 countries that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC, in turn, is owned by a number of Direct Participants of DTC and Members of the National Securities Clearing Corporation, Fixed Income Clearing Corporation, and Emerging Markets Clearing Corporation (NSCC, FICC and EMCC, also subsidiaries of DTCC), as well as by the New York Stock Exchange, Inc., the American Stock Exchange, Inc. and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has Standard & Poor’s highest rating: AAA. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com and www.dtc.org.

Purchases of the 2016 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the 2016 Bonds on DTC’s records. The ownership interest of each actual purchaser of the 2016 Bonds (“Beneficial Owners”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchases. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participants through which the Beneficial Owners entered into the transaction. Transfers of ownership interests in the 2016 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of the Beneficial Owners. Beneficial Owners will not receive physical certificates representing their ownership interests in the 2016 Bonds, except in the event that use of the book-entry system for the 2016 Bonds is discontinued.

To facilitate subsequent transfers, all 2016 Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the 2016 Bonds with DTC and their

registration in the name of Cede & Co. or such other nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the 2016 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts the 2016 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants are responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants and by Direct and Indirect Participants to Beneficial Owners of the 2016 Bonds will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the 2016 Bonds may wish to take certain steps to augment transmission to them of notices of significant events with respect to the 2016 Bonds, such as redemptions, tenders, defaults and proposed amendments to the security documents.

Redemption notices shall be sent to DTC. If less than all of the 2016 Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such 2016 Bonds to be redeemed.

Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the 2016 Bonds unless authorized by a Direct Participant in accordance with DTC's procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the 2016 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments on the 2016 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the Bond Registrar on each payable date in accordance with their respective holdings shown on DTC's records. Payments by Direct and Indirect Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Direct and Indirect Participants and not of DTC (nor its nominee), the City, the Trustee or the Bond Registrar, subject to any statutory or regulatory requirements as may be in effect from time to time. Payments of principal and interest to DTC is the responsibility of the City, the Trustee and the Bond Registrar, disbursement of such payments to Direct Participants shall be the responsibility of DTC and disbursements of such payments to the Beneficial Owners shall be the responsibility of the Direct and Indirect Participants.

DTC may discontinue providing its service as securities depository with respect to the 2016 Bonds at any time by giving reasonable notice to the City and the Trustee. Under such circumstances, in the event that a successor depository is not obtained, 2008 Bond certificates will be printed and delivered. The City may decide to discontinue participation in the system of book-entry transfer through DTC (or a successor securities depository). In that event, 2008 Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from DTC, and the City takes no responsibility for the accuracy thereof.

The City, the Trustee and the Bond Registrar cannot and do not give any assurances that DTC, Direct Participants or Indirect Participants will distribute to the Beneficial Owners of the 2016 Bonds (a) payments of principal of, premium, if any, and interest on the 2016 Bonds, (b) confirmations of their ownership interests in the 2016 Bonds or (c) redemption or other notices sent to DTC or Cede & Co., its

partnership nominee, as the registered owner of the 2016 Bonds, or that they will do so on a timely basis, or that DTC, Direct Participants or Indirect Participants will serve and act in the manner described in this Official Statement.

NEITHER THE CITY, THE TRUSTEE, NOR THE BOND REGISTRAR WILL HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO DTC, THE DIRECT PARTICIPANTS, THE INDIRECT PARTICIPANTS OR THE BENEFICIAL OWNERS WITH RESPECT TO (1) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT; (2) THE PAYMENT BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE 2016 BONDS; (3) THE DELIVERY BY DTC OR ANY DIRECT OR INDIRECT PARTICIPANT OF ANY NOTICE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED TO BE GIVEN TO OWNERS OF THE 2016 BONDS UNDER THE TERMS OF THE BOND ORDER OR THE SERIES RESOLUTION; AND (4) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC.



City of Greenville, North Carolina

Meeting Date: 4/14/2016
Time: 6:00 PM

Title of Item: Submission of a 2016 TIGER Grant Application

Explanation: **Abstract:** City staff is developing a 2016 U.S. DOT TIGER grant application. With City Council approval, a modified grant application will be submitted for the 2016 application cycle. The deadline to submit the application is April 29, 2016, which is earlier than expected. The proposal would not require new additional funding by the City.

Explanation: Under the Transportation Investment Generating Economic Recovery, or TIGER Discretionary Grant program, the U.S. Department of Transportation provides funding for transportation and transit projects that are multi-modal, multi-jurisdictional, or otherwise challenging to fund through existing programs. TIGER investments aim to make communities more livable and sustainable. Cities can use TIGER funds to supplement “traditional” transportation funding from state DOTs, especially for projects that emphasize non-automotive modes. The availability of smaller TIGER grants make it a good fit for transit improvements and pedestrian projects, which can’t access other federal pots of money so easily.

TIGER emphasizes “partnerships for sustainability” and includes EPA and HUD input. This highly competitive program also emphasizes “Livability Principles” and projects that support “Ladders of Opportunity.” Project selection criteria go beyond transportation: economic development and opportunity, and environmental and quality of life benefits.

The City applied last year to this grant program, but the project was not funded. In response to feedback from federal authorities that critiqued the City’s 2015 application, as well as input from the City’s consultants, the 2016 application proposal would focus on pedestrian, transit facility, and roadway improvements on W. 5th Street, Dickinson Avenue, Reade Circle, and Albemarle Avenue. The overall purpose of the project as modified remains the same as it was in 2015: to create pedestrian and multimodal linkages that build on, and bolster, the City’s ongoing urban infrastructure investments, supporting “ladders of opportunity” for West Greenville residents, urban revitalization, economic

development, job creation, and tax base growth.

The TIGER program requires localities to provide matching funds, which can come from various non-federal sources. A minimum of a 20% non-federal match was required last year for urban areas, but recent experience points out that grant proposals approximating a 50 percent local match are likely to be more competitive. The City's consultants advised that some of the ongoing projects that we listed last year toward the projected match not be listed in this round. TIGER program allows localities some flexibility in designating previously committed (ongoing) transportation investments, however additional feedback from federal authorities suggested that we needed to "tighten up" the projects counted toward the local match to enhance the competitiveness of the proposal and, in the event that TIGER is interested in funding the project, the City's project budget is on firm footing. Federal officials that reviewed the City's 2015 application identified land acquisition and other concerns associated the previously proposed GTAC/TOD Zone road realignment and Pedestrian & Bike Improvements on West Greenville residential streets, so the City is not advised to include these items on this application.

With these considerations in mind, the City's 2016 TIGER grant application – which does not require any new additional funding from City Council – would now request approximately \$7 million from TIGER, with a \$5.75 match from the City (45 percent match), for a total project cost of \$12.75 million. In 2015, the City requested \$12.5 million from TIGER for a \$24 million project. Given the tighter budget for this round, the transportation improvements are focused on key linkages to, and in the vicinity of, GTAC: sidewalk and other pedestrian improvements, transit facility improvements (e.g. bus kiosks), and other accessibility improvements on Dickinson Avenue, W. 5th Street, Reade Circle, and Albemarle Avenue. On Dickinson Avenue and W. 5th Street, these proposed improvements would help to support and/or supplement the City's planned Streetscape Improvements, including the Phase II W. 5th Streetscape Project. City staff and consultants believe that this approach and project budget will competitively position Greenville to receive TIGER funding for 2016. Like in 2015, the proposal supports, and "plugs into" the City's larger network of investments in its Urban Multimodal Transportation Network: e.g. 10th Street Connector, Town Creek Culvert, GTAC, W. 5th Streetscape, greenways. However, this approach will enable the City to create a clearer narrative argument that TIGER funds would help to promote Ladders of Opportunity for all of Greenville's residents.

At the same time, staff and consultants recognize that Greenville's larger integrated multimodal network will conveniently connect the city's existing three major economic nodes in the urban core – the Medical District, Uptown, and ECU main campus – with the burgeoning Dickinson Avenue Arts and Innovation District, which will become the city's fourth major employment node. The proposed 2016 project elements still represent key investments of that long-range economic development strategic vision and this theme will be featured in the Economic Competitiveness section of this year's application. Moreover, pedestrian and streetscape improvements to W. 5th Street and Dickinson Avenue continue to be the biggest project items, like they were in 2015.

The City and its partners are already making vital transportation and economic development investments linking the City's major employment nodes. The TIGER grant presents an opportunity to further enhance that multimodal network while facilitating private real estate redevelopment, job creation, and tax base enhancement in the urban core.

At the advice of grant reviewers and consultants, this application would bolster arguments for how TIGER grant funds would improve transit and pedestrian connections between low-income residents and the city's major nodes of employment, education and training resources, and services. It is anticipated that, as Greenville positions itself to attract new and expanded activities in its target business sectors, many of the jobs created in those sectors and in other complementary sectors ("spin off" employment) will provide "ladders of opportunity" for workers at various education and skill-levels.

Unexpectedly, the 2016 TIGER grant deadline is a month earlier than it was in 2015, so staff is unable to present a final version of the application proposal to City Council prior to submitting the grant proposal by April 29, 2016.

The competitiveness of Greenville's 2016 application was likely bolstered by the community passing the 2015 transportation bonds.

Fiscal Note:

The proposed application is a \$7 million request from the U.S. Department of Transportation 2016 TIGER grant program with matching funds of \$5.75 million from bond, other locally funded projects and state funds (all non-federally originated funding). The grant application will not require any new additional financial commitments from the general fund budget of the city.

Recommendation:

Authorize City staff to submit a 2016 TIGER grant application proposal, upon the final approval of the City Manager, which would be submitted by no later than April 29, 2016.

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City of Greenville, North Carolina

Meeting Date: 4/14/2016
Time: 6:00 PM

Title of Item: Preview of the City's proposed operating budget for fiscal year 2016-2017 and financial plan for fiscal year 2017-2018

Explanation: **Abstract:** Staff will provide a preview of the City's operating budget for the 2016-2017 fiscal year and the financial plan for the 2017-2018 fiscal year.

Explanation: As provided in the approved budget schedule, City staff will present a preview of the proposed operating budget for fiscal year 2016-2017 and financial plan for fiscal year 2017-2018. This presentation will highlight budgetary issues such as major revenue and expense items. A discussion related to projected Fund Balance for the 2015-16 fiscal year end will also be included as part of the presentation.

A balanced proposed budget and financial plan summary will be distributed to the City Council on May 4, 2016, and presented at the May 9, 2016, City Council meeting. Section 160A-148(5) of the North Carolina General Statutes requires the City Council to adopt a balanced budget before July 1. A public hearing on the proposed 2016-2017 budget will be held on June 6, 2016, with City Council adoption scheduled for the June 13, 2016, City Council meeting.

Fiscal Note: The amount of the budget will be determined by City Council action.

Recommendation: Receive the staff preview of the City's proposed operating budget for fiscal year 2016-2017 and financial plan for fiscal year 2017-2018

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 [Budget Preview](#)

City of Greenville
General Fund Budget and Financial Plan
Fiscal Year 2016-17 and 2017-18

Summary Commentary

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	Proposed Budget FY 2016-17	Financial Plan FY 2017-18
Revenue		
Property Tax (2% Avg Increase)	\$ 32,369,012	\$ 33,016,392
Sales Tax (2% Avg Increase)	17,681,023	18,034,644
GUC Transfer In	6,498,420	7,135,013
Utility Franchise Tax	7,066,002	7,207,322
Rescue Transport	3,147,519	3,178,994
Other Revenues	12,545,105	12,208,274
Total Revenue	\$ 79,307,081	\$ 80,780,637

- Notes:
- Current FY2015-16 Projected Revenues Were a Primary Basis for Projecting FY2016-17 & FY2017-18 Revenues.
 - Current FY2015-16 Projected Revenues are Based on Actual Revenues Through February 2016
 - FY2015-16 Projected Revenues Will Change Based on Year-to-Date Revenues Through March.
 - Since FY2015-16 Projected Revenues are Subject to Change Based on Year-to-Date Revenues Through March, so to are FY2016-17 and FY2017-18 Revenues Subject to Change.

Expense		
Personnel Expense	\$ 51,210,592	\$ 52,557,861
Operations	18,021,204	18,247,884
Capital	2,931,131	2,496,446
Transfer	9,382,013	9,556,558
Indirect Cost Reimbursement	(1,432,859)	(1,459,519)
Total Expense	\$ 80,112,081	\$ 81,399,230

- Notes:
- Personnel Includes a 3.0% Pay for Performance Increase with a 3.0% Vacancy Allowance
 - Personnel Does Not Include Any New Positions or Position Reclassification Requests
 - Operations Includes a 3.0% Increase in Departmental Discretionary Budgets
 - No New Programs Included in the Budget
 - The Budget Includes Limited Funding Towards Council's Strategic Goals

Revenue Less Expense		
Revenue	\$ 79,307,081	\$ 80,780,637
Expense	80,112,081	81,399,230
Shortfall	(805,000)	(618,593)
Requested Department Budget Reductions	450,000	450,000
Current Projected Shortfall	\$ (355,000)	\$ (168,593)

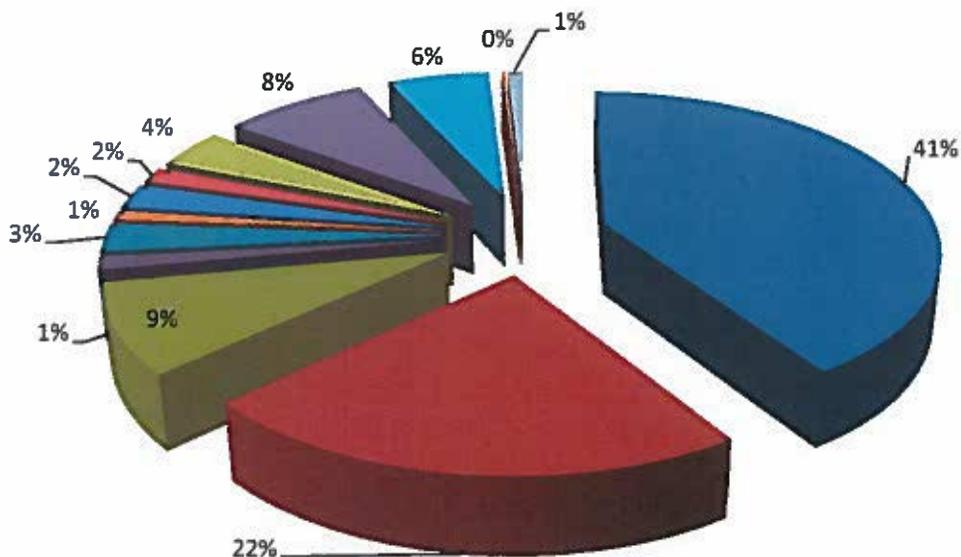
- Notes: The Following are Options That Individually or in Combination Could be Used to Deal With the Projected Shortfall:
1. Use Additional Revenue (IF ANY) That Materializes From the Property Revaluation Process Towards the Balance.
 2. Use Fund Balance From the General Fund to Cover the Shortage
 3. Reduce the Employee Salary Increase by up to 1.0% Each Year.
 4. Make Further Reductions to the Departmental Budgets Inclusive of Personnel Reductions.
 5. Delay Projects Capital Improvement and/or Facility Improvement Projects.
 6. Use Health Fund Reserve to Cover the Shortfall for FY2016-17 Only.

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**CITY OF GREENVILLE
DRAFT FOR BUDGET PREVIEW
GENERAL FUND REVENUE SUMMARY**

	Proposed Budget FY 2016-17	% Mix	Financial Plan FY 2017-18	% Mix
Ad Valorem Taxes	\$ 32,369,012	40.8%	\$ 33,016,392	40.9%
Sales Tax	17,681,023	22.3%	18,034,644	22.3%
Utility Franchise Tax	7,066,002	8.9%	7,207,322	8.9%
Motor Vehicle Tag	1,021,904	1.3%	1,042,342	1.3%
Powell Bill	2,220,065	2.8%	2,220,065	2.7%
Inspection Division Permits	708,817	0.9%	730,082	0.9%
Recreation and Parks Fees	1,954,619	2.5%	1,974,165	2.4%
Police Fees, Fines and Citations	1,199,816	1.5%	1,223,812	1.5%
Rescue Service Transports	3,147,519	4.0%	3,178,994	3.9%
GUC Transfers In	6,498,420	8.2%	7,135,013	8.8%
Other Revenue	4,572,698	5.8%	4,105,229	5.1%
General Fund Balance Appropriated	150,000	0.2%	200,000	0.2%
Powell Bill Fund Balance Appropriated	717,186	0.9%	712,578	0.9%
Total	\$ 79,307,081	100.0%	\$ 80,780,637	100.00%

2016-17 Proposed Budget Draft



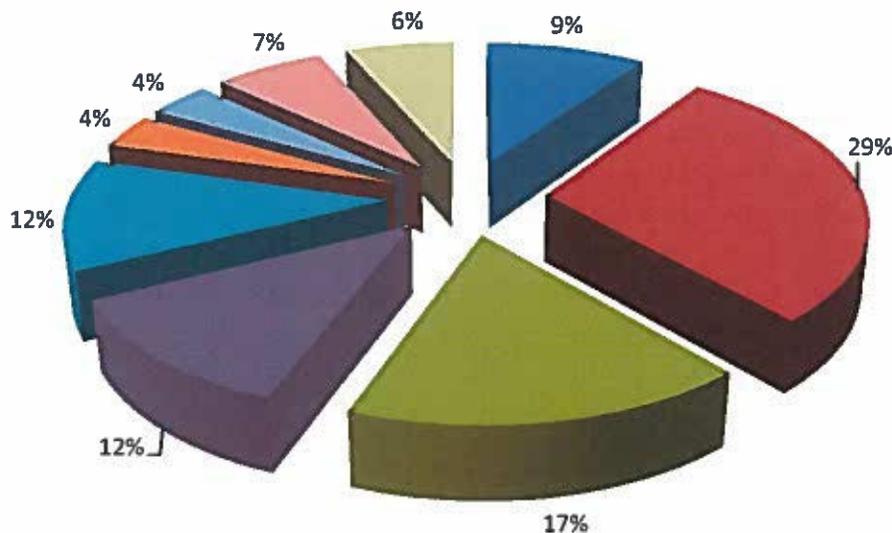
- Ad Valorem Taxes
- Sales Tax
- Utility Franchise Tax
- Motor Vehicle Tag
- Powell Bill
- Inspection Division Permits
- Recreation and Parks Fees
- Police Fees, Fines and Citations
- Rescue Service Transports
- GUC Transfers In
- Other Revenue
- General FB Approp
- Powell Bill FB Approp

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**CITY OF GREENVILLE
DRAFT FOR BUDGET PREVIEW
GENERAL FUND EXPENSE SUMMARY**

	Proposed Budget FY 2016-17	% Mix	Financial Plan FY 2017-18	% Mix
Mayor & City Council	\$ 371,720	0.5%	\$ 459,191	0.6%
City Manager	2,286,038	2.9%	2,189,514	2.7%
City Clerk	248,763	0.3%	258,103	0.3%
City Attorney	462,709	0.6%	474,877	0.6%
Financial Services	2,512,352	3.2%	2,560,384	3.2%
Human Resources	2,775,757	3.5%	2,843,751	3.5%
Information Technology	2,999,433	3.8%	3,085,038	3.8%
Recreation & Parks	7,645,027	9.6%	7,854,904	9.7%
Police	23,137,367	29.0%	23,822,625	29.4%
Fire / Rescue	13,575,020	17.0%	13,896,574	17.2%
Public Works	9,552,721	12.0%	9,591,970	11.8%
Community Development	2,602,907	3.3%	2,638,416	3.3%
OPEB	500,000	0.6%	500,000	0.6%
Contingency	150,000	0.2%	200,000	0.2%
Capital Outlay / Capital Improvement	2,893,113	3.6%	2,476,844	3.1%
Transfer	9,382,013	11.8%	9,556,558	11.8%
Indirect Cost Reimbursement	(1,432,859)	-1.8%	(1,459,519)	-1.8%
Total	\$ 79,662,081	100.0%	\$ 80,949,230	100.0%

2016-17 Proposed Budget Draft



- Recreation & Parks
- Police
- Fire / Rescue
- Public Works
- Transfers
- Capital
- Information Technology
- Finance & H.R.
- Other Departments

City of Greenville
General Fund Budget and Financial Plan
Fiscal Year 2016-17 and 2017-18

BUDGET PREVIEW

Detail Commentary

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The Following Information Should Be Reviewed In Conjunction With the Summary Commentary and the Revenue and Expense Line Item Summaries Attached as Support:

Revenue

1. Ad Valorem Taxes

- a) FY2016-17 and FY2017-18 Ad Valorem Taxes Include an Average 2.0% Increase in Current FY2015-16 Projected Ad Valorem Taxes Calculated as Follows:

FY 2015-16 Projected	\$ 31,897,885	
FY2016-17 Budget Increase	599,674	1.9%
FY2016-17 Budget	<u>32,497,559</u>	
FY2017-18 Plan Increase	649,951	2.0%
FY2017-18 Financial Plan	<u>\$ 33,147,510</u>	

- b) FY2015-16 Projected Ad Valorem Taxes are Based on Year-to-Date Revenues Through February. FY2015-16 Projected Ad Valorem Taxes Will Change Based on Year-to-Date Revenues Through March.
- c) The City Has Not Yet Received Reliable Property Values per the Latest Revaluation. Therefore, the FY2016-17 and FY2017-18 Ad Valorem Taxes Do Not Include the Impact of the Latest Revaluation.
- d) Reliable Property Values From the City per the Latest Revaluation Are Not Projected to be Available Until April 20th.
- e) FY2016-17 and FY2017-18 Ad Valorem Taxes Will Change From That Included in the Budget Draft Based on:
 - FY2015-16 Projected Revenue Based on Year-to-Date March Revenue
 - Property Revaluation per the County

2. All Other Revenues

- a) All Other Revenues (Excluding Ad Valorem) are Projected to Increase as Follows:
 - Approximately 1.5% From FY2015-16 to FY2016-17
 - Approximately 2.0% From FY2016-17 to FY2017-18
- b) The following is a Summary of Projected Increases in Other Revenues Over the Two Year Period:

	From FY2016 To FY2017	From FY2017 To FY2018
Sales Tax	2.0%	2.0%
Utility Franchise Tax	2.0%	2.0%
Motor Vehicle Taxes	2.0%	2.0%
Powell Bill	0.0%	0.0%
Inspection Permits	3.0%	3.0%
Recreation and Parks	1.0%	1.0%
Rescue Service Transp	2.0%	1.0%
GUC Transfers In	-11.5%	9.8%

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Detail Commentary

- c) The Change in GUC Transfer In is Related to the Timing of the Issuance of Debt and GUC's Capital Projects. The Following is a Summary of the Transfers for the Next Two Fiscal Years as Projected by GUC:

Fiscal Year 2015-16 Projected Actual	\$	7,345,277
Fiscal Year 2016-17 Budget		6,498,420
Fiscal Year 2017-18 Financial Plan		7,135,013

- d) With the Exception of the GUC Transfer In, FY2015-16 Revenues are Based on Year-to-Date Revenues Through February. FY2015-16 Projected Revenues Will Change Based on Year-to-Date Revenues Through March.
- e) FY2016-17 and FY2017-18 Revenues are Based Primarily on Historical Revenues Including Projected FY2015-16. Since FY2015-16 Projected Revenues are Subject to Change Based on Year-to-Date Revenues Through March, so to are FY2016-17 and FY2017-18 Revenues Subject to Change.

Expense

1. FY2016-17 & FY2017-18 Personnel Expense

- a) Includes a 3.0% Salary Increase For All Full-Time and Designated Part-Time Employees to Fund Pay for Performance.
- b) A Corresponding Increase in Employer-Paid Benefits is Included For the 3.0% Increase.
- c) Personnel Expense Has Been Reduced by 3.0% to Account for a 3.0% Historical Vacancy. The Departmental Personnel Expense Budgets Have Been Reduced Across the Board by 3.0% to Account for the Vacancy. The Following are the Line Item Expense Budgets That Have Been Reduced by 3.0% to Account for the Vacancy:
 - Regular-Salaries
 - Employer Paid Retirement
 - Employer Paid 401K
 - Employer Paid FICA
 - Group Life Insurance

2. Department Requested New Positions and Position Reclassifications

- a) The FY2016-17 Proposed Budget and the FY2017-18 Financial Plan Do Not Include any Requested New Positions or Position Reclassifications.

3. Employer Paid Health Insurance

- a) For the Current Fiscal Year 2015-16, the General Fund Budget for Employer Paid Health Insurance Was Reduced by \$750,000. The Health Fund's Fund Balance Was Used to Cover the General Fund Reduction of \$750,000.
- b) General Fund Employer Paid Health Insurance Expense has Not Been Reduced For Fiscal Year 2016-17 and Fiscal Year 2017-18.

City of Greenville
General Fund Budget and Financial Plan
Fiscal Year 2016-17 and 2017-18

BUDGET PREVIEW

Detail Commentary

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4. Capital & Facility Improvement

a) The Following is a Summary of Capital Improvement Projects Funded by the General Fund:

	FY2016-17	FY2017-18
Capital Improvements	\$ 2,144,000	\$ 2,092,000
Vehicle Replacement	1,757,980	1,896,710

b) The Following is a Summary of Facility Improvement Projects Funded by the General Fund:

	FY2016-17	FY2017-18
Facility Improvements	\$ 1,590,000	\$ 1,642,000

5. Debt Service Expense Included in Transfers

- a) Debt Service Expense Comprises Approximately 50% of the Total Transfer Budget Coming in at \$4,737,002 for Fiscal Year 2016-17 and 2017-18.
- b) Debt Service Expense Includes Approximately \$600,000 in Principal and Interest Expense Related to the Financing of Approximately \$8,000,000 at 3.0% for the 2015 G.O. Bond Projects.
- c) The Following is the Calculation of the Debt Service Expense Budget Which is in Line With the Long Term Debt Strategy:

FY2015-16 Debt Expense Budget	\$ 4,197,502
Refinancing of Debt	(60,500)
New Debt Related to 2015 G.O. Bond	600,000
FY2016-17 Debt Expense Budget	<u>\$ 4,737,002</u>

6. Departmental Budget Reductions

- a) Departments Have Been Given a Directive From the City Manager to Reduce Their Budgets by Approximately \$450,000.
- b) The Reduction of \$450,000 to Departmental Budgets Has Been Built Into the Fiscal Year 2016-17 Proposed Budget and the Fiscal Year 2017-18 Financial Plan.
- d) Upon Review and Evaluation of Their Budgets and the Need to Operate an Efficient and Effective Department, Department Heads Will Make the Budget Reductions in One or a Combination of the Following Areas:
 - Personnel (i.e. Reduction in Personnel)
 - Other Operating Expense (i.e. Discretionary Operating Budgets)
 - Capital Budgets

Review

1. The Following is a Review of Revenue Less Expense for the 2016-17 Proposed Budget Draft and the 2017-18 Financial Plan Draft as Modeled:

	Proposed Budget FY 2016-17	Financial Plan FY 2017-18
Revenue	\$ 79,307,081	\$ 80,780,637
Expense	79,662,081	80,949,230
Revenue Less Expense	<u>\$ (355,000)</u>	<u>\$ (168,593)</u>

City of Greenville
General Fund Budget and Financial Plan
Fiscal Year 2016-17 and 2017-18

BUDGET PREVIEW

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2. There is Currently a Projected Budget Shortfall of Approximately \$(355,000) for Fiscal Year 2016-17 and a Budget Shortfall of Approximately \$(168,593) for Fiscal Year 2017-18.
3. The Following are a Few Identified Options That Individually or in Combination Could be Used to Deal With the Projected Shortfall for FY2016-17 and FY2017-18:
 - Use Approximately \$355,000 of Health Fund Reserve to Cover the Shortfall for Fiscal Year 2016-17 Only.
 - Reduce the Employee Salary Increase by up to 1.0% Each Year.
 - Make Further Reductions to the Departmental Budgets Inclusive of Personnel Reductions.
 - Delay Projects Included Within the Capital Improvement and/or Facility Improvement Budgets.
 - Direct Additional Revenue (IF ANY) That Materializes From the Property Revaluation Process Towards the Balance.
 - Use Fund Balance From the General Fund to Cover the Shortage for Each of the Two Fiscal Years.
4. FY 2016-17 and FY2017-18 Projected Revenues
 - a) As Explained Above, the FY2016-17 Proposed Budget Revenues and the FY2017-18 Financial Plan Revenues Were Projected With Historical Data (Primarily Current FY2015-16 Projected Revenues).
 - b) Current FY2015-16 Projected Revenues are Based on Actual Revenues Through February 2016
 - c) FY2015-16 Projected Revenues Will Change Based on Year-to-Date Revenues Through March.
 - d) Since FY2015-16 Projected Revenues are Subject to Change Based on Year-to-Date Revenues Through March, so to are FY2016-17 and FY2017-18 Revenues Subject to Change.
 - e) For This Reason, the Final Budget Shortfall and/or Surplus for FY2016-17 and FY2017-18 Will be Impacted by the FY2015-16 Revenues as Projected Through March 2016.

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Budget Revenue

	Actual FY 2011-12	Actual FY 2012-13	Actual FY 2013-14	Actual FY 2014-15	Budget FY 2015-16	Projected FY 2015-16	Proposed Budget FY 2016-17	% Chg	Financial Plan FY 2017-18	% Chg
Ad Valorem Taxes	30,624,236	29,342,419	30,898,891	31,860,175	32,020,369	31,771,858	32,369,012	1.9%	33,016,392	2.0%
Sales Tax	14,694,475	14,672,441	14,804,914	16,588,706	16,627,515	17,334,336	17,681,023	2.0%	18,034,644	2.0%
Utility Franchise Tax	5,488,817	5,449,384	5,413,757	6,282,750	6,052,187	6,913,896	7,066,002	2.2%	7,207,322	2.0%
Motor Vehicle Taxes	943,082	933,412	1,315,164	1,096,015	1,018,705	1,001,867	1,021,904	2.0%	1,042,342	2.0%
Business License	551,249	601,388	488,325	724,810	-	-	-	0.0%	-	0.0%
Video Programming	887,032	855,515	839,504	849,639	852,000	852,000	855,000	0.4%	863,550	1.0%
Supplemental Peg	66,155	63,672	63,568	58,452	52,000	59,621	59,621	0.0%	60,217	1.0%
Payment In Lieu of Taxes	-	91,335	56,620	51,075	51,075	51,075	51,075	0.0%	51,075	0.0%
Vehicle Gross Receipts	121,759	118,679	119,582	127,304	126,929	129,468	130,763	1.0%	133,378	2.0%
Wine and Beer	368,940	343,423	376,811	416,085	370,917	424,448	432,937	2.0%	437,266	1.0%
State Fire Protection	395,352	396,706	393,938	380,431	384,235	386,926	390,000	0.8%	390,000	0.0%
Powell Bill	2,125,754	2,171,367	2,215,848	2,235,741	2,235,741	2,220,065	2,220,065	0.0%	2,220,065	0.0%
Other Restricted Intergovernmental	2,127,313	1,265,912	860,066	749,943	1,273,265	415,338	959,245	131.0%	456,245	-52.4%
Inspection Division Permits	864,695	683,851	708,910	1,084,774	865,514	688,172	708,817	3.0%	730,082	3.0%
Recreation and Parks Fees	2,181,639	2,032,002	1,981,598	2,007,186	1,990,805	1,935,266	1,954,619	1.0%	1,974,165	1.0%
Police Fees, Fines and Citations	803,884	951,183	821,739	1,243,985	1,207,098	1,176,290	1,199,816	2.0%	1,223,812	2.0%
Rescue Service Transports	2,875,125	3,237,867	3,074,923	3,499,651	3,085,803	3,085,803	3,147,519	2.0%	3,178,994	1.0%
Other Revenue	1,455,669	805,814	1,393,361	1,224,176	1,437,899	1,219,343	1,294,058	6.1%	1,313,498	1.5%
Investment Earnings	951,911	62,362	455,380	363,857	553,765	100,000	400,000	300.0%	400,000	0.0%
GUC Transfers In	5,763,630	5,761,460	6,107,729	6,505,044	6,500,000	7,345,277	6,498,420	-11.5%	7,135,013	9.8%
Other Financing Sources	1,438,774	474,920	1,920,834	57,871	-	62,596	-	-100.0%	-	0.0%
Fund Balance Appropriated- Powell	-	-	-	-	734,372	-	717,186	0.0%	712,578	-0.6%
Fund Balance Appropriated- General	-	-	-	-	4,340,358	-	150,000	0.0%	200,000	33.3%
Total Revenue	74,729,491	70,315,112	74,311,462	77,407,670	81,780,552	77,173,645	79,307,081	2.8%	80,780,637	1.9%

Budget Expense

	Actual FY 2011-12	Actual FY 2012-13	Actual FY 2013-14	Actual FY 2014-15	Budget FY 2015-16	Projected FY 2015-16	Proposed Budget FY 2016-17	% Chg	Financial Plan FY 2017-18	% Chg
Expense by Type										
Personnel	46,435,037	47,133,491	47,148,170	47,518,703	50,255,717	48,721,970	51,210,592	5.1%	52,557,861	2.6%
Operations	15,032,807	14,620,847	16,043,044	16,003,398	18,106,734	18,070,602	18,021,204	-0.3%	18,247,884	1.3%
Capital Outlay / Capital Improvement	3,626,076	3,785,652	3,590,692	2,596,181	3,939,743	2,363,846	2,931,131	24.0%	2,496,446	-14.8%
Transfers	7,428,789	6,881,930	8,457,031	11,408,692	10,746,572	10,596,572	9,382,013	-11.5%	9,556,558	1.9%
Indirect Cost Reimbursement	(601,354)	(1,014,572)	(1,111,218)	(1,284,768)	(1,268,214)	(1,268,214)	(1,432,859)	13.0%	(1,459,519)	1.9%
Budget Reductions to be Taken	-	-	-	-	-	-	(450,000)	0.0%	(450,000)	0.0%
Total Expense	71,921,355	71,407,348	74,127,719	76,242,206	81,780,552	78,484,776	79,662,081	1.5%	80,949,230	1.6%
Expense by Department										
Mayor & City Council	366,777	297,960	372,245	363,076	515,411	416,656	371,720	-10.8%	459,191	23.5%
City Manager	1,004,025	1,003,757	1,103,392	1,060,062	1,631,172	1,114,000	2,286,038	105.2%	2,189,514	-4.2%
City Clerk	230,830	232,301	234,498	261,408	259,366	259,366	248,763	-4.1%	258,103	3.8%
City Attorney	431,687	444,252	431,871	456,107	468,242	468,242	462,709	-1.2%	474,877	2.6%
Financial Services	2,154,877	2,228,036	2,207,037	2,454,669	2,487,182	2,579,568	2,512,352	-2.6%	2,560,384	1.9%
Human Resources	2,153,506	2,147,256	2,412,600	2,412,518	2,620,942	2,535,272	2,775,757	9.5%	2,843,751	2.4%
Information Technology	2,758,250	2,781,371	2,643,615	2,909,254	3,167,845	3,057,283	2,999,433	-1.9%	3,085,038	2.9%
Recreation & Parks	7,445,655	7,111,553	7,429,094	7,400,170	7,786,326	7,776,706	7,645,027	-1.7%	7,854,904	2.7%
Police	21,649,549	22,226,336	22,878,563	22,575,236	23,779,014	23,723,910	23,137,367	-2.5%	23,822,625	3.0%
Fire / Rescue	12,791,728	12,518,984	12,763,569	12,839,310	13,473,950	13,492,600	13,575,020	0.6%	13,896,574	2.4%
Public Works	8,562,137	8,360,722	8,129,886	7,924,225	9,003,953	8,327,426	9,552,721	14.7%	9,591,970	0.4%
Community Development	1,668,823	1,633,906	2,234,844	2,466,066	2,719,049	2,591,544	2,602,907	0.4%	2,638,416	1.4%
OPEB	250,000	300,000	350,000	400,000	450,000	450,000	500,000	11.1%	500,000	0.0%
Contingency	-	-	-	-	-	-	150,000	0.0%	200,000	33.3%
Capital Outlay / Capital Improvement	3,626,076	3,785,652	3,590,692	2,596,181	3,939,743	2,363,846	2,893,113	22.4%	2,476,844	-14.4%
Transfer	7,428,789	7,349,834	8,457,031	11,408,692	10,746,572	10,596,572	9,382,013	-11.5%	9,556,558	1.9%
Indirect Cost Reimbursement	(601,354)	(1,014,572)	(1,111,218)	(1,284,768)	(1,268,214)	(1,268,214)	(1,432,859)	13.0%	(1,459,519)	1.9%
Total	71,921,355	71,407,348	74,127,719	76,242,206	81,780,552	78,484,776	79,662,081	1.5%	80,949,230	1.6%



City of Greenville, North Carolina

Meeting Date: 4/14/2016
Time: 6:00 PM

Title of Item: Parking discussion

Explanation: Mayor Allen Thomas requested an item on parking be included on the City Council agenda.

Fiscal Note: No direct cost to discuss the issue.

Recommendation: Discuss the issue as requested by Mayor Thomas.

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