



Agenda

Greenville City Council

August 18, 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 Connelly

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

- Darrell Dorsey - Police Department Retiree
- William J. Little, III - City Attorney's Office Retiree
- Graduates of the 2015-2016 Greenville-Pitt County Chamber of Commerce Leadership Institute - Chantae Gooby, Kevin Heifferon, Brock Letchworth, Kevin Sowers, and Bershuan Thompson
- Graduate of the 2015-2016 UNC School of Government Municipal Administration Course - Captain Ken Laws

VII. Appointments

1. Appointments to Boards and Commissions

VIII. New Business

Public Hearings

2. Ordinance to annex Parkside Bluffs, Section 2, Phase 1 involving 2.804 acres located near the northeast corner of the intersection of East 10th Street and Parkside Drive
3. Ordinance to annex Teakwood Green, Phase II involving 9.37 acres located at the termini of Presidio Lane and Teakwood Drive
4. Ordinance to annex Woodridge Corporate Park, Portion of Phase 2 involving 20.00 acres located at the current terminus of Woodridge Park Road
5. Ordinance requested by Greenville Utilities Commission to rezone 83.15 acres located at the southwestern corner of the intersection of Martin Luther King, Jr. Highway and NC Highway 43 from RA20 (Residential-Agricultural) to CH (Heavy Commercial)
6. Ordinance requested by Happy Trail Farms, LLC to amend the Future Land Use Plan Map from office/institutional/multi-family (OIMF) and conservation/open space (COS) categories to a commercial (C) category containing 15.13+/- acres and to amend the Horizons: Greenville's Community Plan Focus Area (or commercial node) Map designation for the property located near the southwestern corner of the intersection of Allen Road and Landfill Road from a "Neighborhood Focus Area" to a "Regional Focus Area"
7. Ordinance to amend the Subdivision Ordinance by adding advertisement requirements for preliminary plat reviews by the Planning and Zoning Commission
8. Acceptance of Building Reuse Grant for the Uptown Brewing Company
9. Resolution requesting the Greenville Urban Area Metropolitan Planning Organization (MPO) to modify the Comprehensive Transportation Plan (CTP) Highway Map

Other Items of Business

10. Presentation on Citywide Streetlight Conversion to LED and Relationship to Crime Statistics
11. Update on Intersection Pedestrian Safety Improvements
12. Discussion of pedestrian safety

13. Discussion of Vision Zero Resolution
14. Discussion of Town Common Schematic Plan
15. Discussion of Keep Greenville Beautiful
16. Update on Fire station in Fire Tower Road area
17. Update on summer work program

IX. City Manager's Report

X. Comments from Mayor and City Council

XI. Adjournment



City of Greenville, North Carolina

Meeting Date: 8/18/2016
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 8 of the boards and commissions.

Explanation: City Council appointments need to be made to the Board of Adjustment, Community Appearance Commission, Greenville Utilities Commission, Human Relations Council, Pitt-Greenville Convention & Visitors Authority, Police Community Relations Committee, Recreation & Parks Commission, and the Youth Council.

The City's Board and Commission Policy on the Pitt-Greenville Convention & Visitors Authority states that the City Council shall make the nomination to the County on five of the members, and appointment of County members shall be made by the Pitt County Commissioners based on the nominations of City Council.

The County seat for Beatrice Henderson is up for nomination.

Fiscal Note: No direct fiscal impact.

Recommendation: Make appointments to the Board of Adjustment, Community Appearance Commission, Greenville Utilities Commission, Human Relations Council, Pitt-Greenville Convention & Visitors Authority, Police Community Relations Committee, Recreation & Parks Commission, and the Youth Council.

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 [Muni_Report_2015_Appointments_to_Boards_and_Commissions_998631](#)

Appointments to Boards and Commissions

August 2016

Board of Adjustment

Council Liaison: Council Member PJ Connelly

Name	District #	Current Term	Reappointment Status	Expiration Date
Scott Shook (<i>Council Member Rose Glover</i>)	5	Second term	Ineligible	July 2016

Community Appearance Commission

Council Liaison: Council Member McLean Godley

Name	District #	Current Term	Reappointment Status	Expiration Date
Andrew Bowers	3	First term	Resigned	July 2018

Greenville Utilities Commission

Council Liaison: Mayor Pro-Tem Kandie Smith

Name	District #	Current Term	Reappointment Status	Expiration Date
John Minges (<i>Council Member Rose Glover</i>)	4	Second term	Ineligible	June 2016

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

Pitt-Greenville Convention & Visitors Authority

Council Liaison: Council Member Rose Glover

Name	District #	Current Term	Reappointment Status	Expiration Date
Beatrice Henderson <i>(Resident not involved in tourist or convention related business)</i>	County	First term	Eligible	July 2016
Ron Feeney <i>(Owner/operator of hotel/motel)</i>	City	First term	Resigned	July 2017
George Fenich <i>(Resident not involved in tourist or convention related business)</i>	City	Filling unexpired term	Eligible	July 2016

Police Community Relations Committee

Council Liaison: Council Member Rose Glover

Name	District #	Current Term	Reappointment Status	Expiration Date
Mary C. Stokes <i>(Council Member Rick Smiley)</i>	4	First term	Resigned	October 2017

Recreation & Parks Commission

Council Liaison: Council Member McLean Godley

Name	District #	Current Term	Reappointment Status	Expiration Date
Tyler Clark <i>(Council Member Rick Smiley)</i>	2	First term	Not seeking a 2 nd term	May 2016

Youth Council

Council Liaison: Council Member Calvin Mercer

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

Applicants for Board of Adjustment

Robert Kevin Howard
2745 North Chatham Court
Winterville, NC 28590

Application Date: 5/29/2014

District #: 2

Home Phone: (252) 258-7900
Business Phone: (252) 227-4313
Email: gvegasmagazine@hotmail.com

Jeremy Spengeman
104 Christina Dr.
Greenville, NC 27858

Application Date:

District #: 4

Home Phone: (252) 341-0038
Business Phone: (252) 353-2824
Email: jeremy@itsbasils.com

Uriah Ward
106 Osceola Drive
Greenville, NC 27858

Application Date: 5/7/2013

District #: 3

Home Phone: (252) 565-2038
Business Phone:
Email: uriahward@yahoo.com

Applicants for Community Appearance Commission

Elizabeth Ann Blanck
113 G Brownlea Drive
Greenville, NC 27858

District #: 3

Andrew Thorpe Denton
1413-A Oak Ridge St.
Greenville, NC 27834

District #: 3

Dee Dinsdale
532 Crestline Blvd
Greenville, NC

District #:

Lomax Mizzelle
1988-B Hyde Drive
Greenville, NC 27858

District #: 4

Christopher Powell
108 B Chandler Drive
Greenville, NC 27834

District #: 1

Emmett Sarkorh
3224 F Mos
Greenville, NC 27858

District #: 3

Application Date: 1/18/2016

Home Phone: (305) 972-2378

Business Phone:

Email: Liz.seda@gmail.com

Application Date:

Home Phone: (252) 292-3437

Business Phone: (252) 355-7006

Email: andrew@overtongroup.net

Application Date: 6/29/2016

Home Phone: (252) 864-9803

Business Phone:

Email: deeicum@yahoo.com

Application Date: 5/28/2016

Home Phone: (252) 215-9245

Business Phone: (757) 604-9726

Email: tancream@hotmail.com

Application Date: 6/24/2016

Home Phone: (252) 714-0286

Business Phone:

Email: christopherpowell@yahoo.com

Application Date:

Home Phone: (980) 229-5803

Business Phone:

Email: EmmettSarkorh@yahoo.com

Applicants for Greenville Utilities Commission

Robert Scott Barker
2212 Lexington Farms
Greenville, NC 27834

Application Date: 4/18/2016

District #:

Home Phone: (252) 689-3596

Business Phone: (252) 757-3787

Email: scott.barker@suddenlink.net

Terry Boardman
213 King George Rd.
Greenville, NC 27858

Application Date: 5/11/2016

District #:

Home Phone: (252) 341-7403

Business Phone:

Email: theboardman@nabdesigns.com

Gwendolyn Greene
3104 Taberna Drive
Greenville, NC 27834

Application Date: 6/02/2016

District #:

Home Phone: (252) 751-0978

Business Phone:

Email: greenegr@gmail.com

Jim Hooker
3605 Bayley Lane
Greenville, NC 27858

Application Date: 4/7/2016

District #:

Home Phone: (703) 994-5001

Business Phone:

Email: jameshooker@cox.net

David M. White
410 Crestline Blvd.
Greenville, NC 27834

Application Date: 5/12/2014

District #: 5

Home Phone: (252) 413-8120

Business Phone: (252) 328-9604

Email: whited@ecu.edu

Applicants for Human Relations Council

Samar Badwan
1521 Pine Brook Ct. Unit A
Greenville, NC 27858

District #: 4

Dee Dinsdale
532 Crestline Blvd
Greenville, NC

District #:

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

District #: 4

Antonio M. Milton
229 B. South Pointe Drive
Greenville, NC 27858

District #: 5

Lomax Mizzelle
1988-B Hyde Drive
Greenville, NC 27858

District #: 4

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

District #: 1

Bridget Moore
4128A Bridge Court
Winterville, NC 28590

District #: 5

Emmett Sarkorh
3224 F Mos
Greenville, NC 27858

Application Date: 6/3/2015

Home Phone: (252) 258-4688
Business Phone: (252) 758-4621
Email: s_wshah@hotmail.com

Application Date: 6/29/2016

Home Phone: (252) 864-9803
Business Phone:
Email: deeicum@yahoo.com

Application Date: 2/23/2015

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

Application Date:

Home Phone: (252) 508-1081
Business Phone:
Email: arm192021@hotmail.com

Application Date: 5/28/2016

Home Phone: (252) 215-9245
Business Phone: (757) 604-9726
Email: tancream@hotmail.com

Application Date: 1/15/2015

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

Application Date: 8/28/2014

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

Application Date:

Home Phone: (980) 229-5803
Business Phone:

District #: 3

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

District #: 5

Email: EmmettSarkorh@yahoo.com

Application Date:

Home Phone: (252) 412-4584

Business Phone:

Email: taft1986@yahoo.com

Applicants for Pitt-Greenville Convention & Visitors Authority (City)

Robert Scott Barker
2212 Lexington Farms
Greenville, NC 27834

District #:

Robert Kevin Howard
2745 North Chatham Court
Winterville, NC 28590

District #: 2

Lettie Micheletto
929 Bremerton Drive
Greenville, NC 27858

District #: 5

Antonio M. Milton
229 B. South Pointe Drive
Greenville, NC 27858

District #: 5

Emmett Sarkorh
3224 F Mos
Greenville, NC 27858

District #: 3

Terri Williams
PO Box 3109
Greenville, NC 27836

District #: 4

Application Date: 4/18/2016

Home Phone: (252) 689-3596
Business Phone: (252) 757-3787
Email: scott.barker@suddenlink.net

Application Date: 5/29/2014

Home Phone: (252) 258-7900
Business Phone: (252) 227-4313
Email: gvegasmagazine@hotmail.com

Application Date: 7/13/2016

Home Phone: (252) 355-8991
Business Phone: (252) 321-3640
Email: mitchell@pitt.k12.nc.us

Application Date:

Home Phone: (252) 508-1081
Business Phone:
Email: arm192021@hotmail.com

Application Date:

Home Phone: (980) 229-5803
Business Phone:
Email: EmmettSarkorh@yahoo.com

Application Date: 11/20/2013

Home Phone: (252) 756-9346
Business Phone: (252) 375-8620
Email: twilliams110@suddenlink.net

Applicants for Pitt-Greenville Convention & Visitors Authority (County)

Applicant Interest Listing

Convention & Visitors Authority

Debbie Avery
3010 Sapphire Lane
Winterville NC 28590

Day Phone: (252) 531-4590
Evening Phone: (252) 756-9832
Fax:
E-mail: davery60@hotmail.com

Gender: F
Race: White
District: 4
Priority:

Applied for this board on: 1/16/2009

Application received/updated: 01/20/2011

Applicant's Attributes: County Planning Jurisdiction
District 4
VolAg Southwest

<u>Experience (Educ./Vol./Prof. Assoc./Military/Other Appointed Positions, etc.)</u>			
	<u>Organization</u>	<u>Description</u>	<u>Date(s)</u>
Education	East Carolina	BS - Education	
Education	Ayden Grifton High		
Experience	First State Bank		1978-1984
Experience	ECU School of Medicine	Standardized Patient	2007-present
Experience	Pitt County Schools	Middle School Science Teacher	30 years
Experience	Winterville Chamber of Commer	Executive Director	
Volunteer/Prof. Associations	Winterville Kiwanis Club		
Volunteer/Prof. Associations	Winterville Watermelon Festival		

<u>Boards Assigned To</u>	
Development Commission	12/31/2013 to 12/31/2016

Chenele Coleman-Sellers
3469 Old River Road
Greenville NC 27834

Day Phone: (252) 258-0644
Evening Phone:
Fax: (919) 237-1957
E-mail: chenele1128@gmail.com

Gender: F
Race: African
District: 2
Priority:

Applicant Interest Listing

Experience	NC National Guard
Volunteer/Prof. Associations	Fountain Wellness Ctr Board
Volunteer/Prof. Associations	Rural Fire Board
Volunteer/Prof. Associations	Meals on Wheels
Volunteer/Prof. Associations	Past Fireman

<u>Boards Assigned To</u>	
Fire District Commission	2/15/2016 to 12/31/2015
Fountain FD	

Brad Guth
113 Loran Circle
Greenville NC 27858

Day Phone: (704) 240-1095
Evening Phone: (252) 689-4323
Fax:
E-mail: bradjguth@bellsouth.net

Gender: M
Race: White
District: 6
Priority:

Applied for this board on: 4/22/2016

Application received/updated: 04/22/2016

Applicant's Attributes: Greenville ETJ
VolAg Southeast
South of the River

<u>Experience (Educ./Vol./Prof. Assoc./Military/Other Appointed Positions, etc.)</u>		
	<u>Organization</u>	<u>Description</u>
Education	University of Tenn Knoxville TN	MS
Education	Furman U. Greenville SC	BA
Education	Travelers Rest High School, SC	
Experience	Gaffney Main Street Program, G	Executive Director
Experience	Pride of Kinston, Kinston NC	Executive Director
Experience	City of Lincolnton, NC	Business & Community Development
Experience	Craven County Schools	Teacher
Volunteer/Prof. Associations	Lincoln County Apple Festival	

Applicant Interest Listing

Volunteer/Prof. Associations	Habitat For Humanity
Volunteer/Prof. Associations	Rotary
Volunteer/Prof. Associations	Gaston-Lincoln Comm Action/H
Volunteer/Prof. Associations	Lincolnton-Lincoln Co. Chamber
Volunteer/Prof. Associations	Lincolnton-Lincoln Co. Historic
Volunteer/Prof. Associations	United Way of Lincoln County

Ralph Hall Jr
111 Hardee Street
Greenville NC 27858

Day Phone:
Evening Phone: (252) 756-0262
Fax:
E-mail: bajhall@aol.com

Gender: M
Race: White
District: 6
Priority: 0

Applied for this board on: 2/26/2003

Application received/updated: 02/26/2003

Applicant's Attributes: District 6
Greenville ETJ
VolAg Southeast

Experience (Educ./Vol./Prof. Assoc./Military/Other Appointed Positions, etc.)			
	Organization	Description	Date(s)
Education	University of South Carolina	Civil Engineering	1955-1957
Education	Edenton High		
Experience	Phillippines Construction	Project Manager	1962-1966
Experience	Foreign Service Staff Officer	Civil Engineer	1966-1969
Experience	Odell Associates	Hospital Construction Engineer	1969-1973
Experience	PCMH	Vice-President of Facilities	1973-2001
Volunteer/Prof. Associations	N.C. Bio-Medical Association		
Volunteer/Prof. Associations	N.C. Association of Health Care		
Volunteer/Prof. Associations	American Society of Health Care		

Applicant Interest Listing

Volunteer/Prof. Associations	American Cancer Society
Volunteer/Prof. Associations	State Board of Directors

<u>Boards Assigned To</u>	
Industrial Revenue & Pollution Control Authority	3/15/2004 to 3/15/2007

Michelle Joyner
264 Cooper Street
Winterville NC 28590

Day Phone:
Evening Phone: (252) 756-5546
Fax:
E-mail: michellejoyner28590@gma

Gender: F
Race: Other
District: 6
Priority:

Applied for this board on: 3/27/2015

Application received/updated: 03/27/2015

Applicant's Attributes: Winterville City Limits
South of the River
VolAg Southeast

<u>Experience (Educ./Vol./Prof. Assoc./Military/Other Appointed Positions, etc.)</u>			
	Organization	Description	Date(s)
Education	Everest University	Criminal Justice	
Education	Farmville Central HS		
Experience	NC Education System		
Experience	Philanthropist & Civil Activist		
Experience	Asso Minister in PC & Eastern N		
Volunteer/Prof. Associations	Parks & Recreations		
Volunteer/Prof. Associations	The Civitan Club		
Volunteer/Prof. Associations	Chamber of Commerce		
Volunteer/Prof. Associations	Ruritian Club		
Volunteer/Prof. Associations	WHR Library Sci Program		
Volunteer/Prof. Associations	WH Robinson Ele School BED P		

Applicant Interest Listing

	Organization	Description	Date(s)
Education	2 years of College	Commercial Artist	
Education	High School - yes		
Experience	Retired CIA		20+ years
Volunteer/Prof. Associations	Town of Fountain		

<u>Boards Assigned To</u>			
	Fire District Commission		2/15/2016 to 12/31/2015
	Fountain FD		

Eric Williams
527 Rachel Lane
Grimesland NC 27858

Day Phone: (252) 258-5002
Evening Phone:
Fax:
E-mail: logetw423@gmail.com

Gender: M
Race: African
District: 3
Priority:

Applied for this board on: 12/11/2014 Application received/updated: 02/01/2016

Applicant's Attributes: County Planning Jurisdiction
 South of the River
 VolAg Southeast

<u>Experience (Educ./Vol./Prof. Assoc./Military/Other Appointed Positions, etc.)</u>			
	Organization	Description	Date(s)
Education	East Carolina University		
Education	J.H. Rose High		
Experience	East Carolina University	Helpdesk Tech. Spec.	
Experience	NC National Guard Army		

<u>Boards Assigned To</u>			
	P.C. Nursing Home/Adult Care Community Advisory		3/7/2016 to 3/17/2019

Applicants for Police Community Relations Committee

Lomax Mizzelle
1988-B Hyde Drive
Greenville, NC 27858

District #: 4

Whitley Taylor Pollard
609 Elm Street
Greenville, NC 27858

District #: 3

Scott W. Snyder
110 King George Road
Greenville, NC 27858

District #:

Application Date: 5/28/2016

Home Phone: (252) 215-9245

Business Phone: (757) 604-9726

Email: tancream@hotmail.com

Application Date: 7/14/2016

Home Phone: (252) 717-6764

Business Phone:

Email: pollardwhitely@gmail.com

Application Date: 8/4/2016

Home Phone: (252) 756-4290

Business Phone:

Email:

Applicants for Recreation and Parks Commission

Elizabeth Ann Blanck
113 G Brownlea Drive
Greenville, NC 27858

District #: 3

Henry Harvey
2043 A Quail Ridge Road
Greenville, NC 27858

District #: 4

Anthony Mizzelle
1988-B Hyde Drive
Greenville, NC 27858

District #: 4

Bridget Moore
4128A Bridge Court
Winterville, NC 28590

District #: 5

Christopher Powell
108 B Chandler Drive
Greenville, NC 27834

District #: 1

Application Date: 1/18/2016

Home Phone: (305) 972-2378

Business Phone:

Email: Liz.seda@gmail.com

Application Date: 5/12/2014

Home Phone: (252) 321-1080

Business Phone:

Email: hankandk@suddenlink.net

Application Date: 5/28/2016

Home Phone: (252) 215-9245

Business Phone: (252) 290-5515

Email: anthonymizzelle.am@gmail.com

Application Date: 8/28/2014

Home Phone: (252) 355-7377

Business Phone: (252) 355-0000

Email: bmoore2004@netzero.com

Application Date: 6/24/2016

Home Phone: (252) 714-0286

Business Phone:

Email: christopherpowell@yahoo.com

Youth Council

None.



City of Greenville, North Carolina

Meeting Date: 8/18/2016
Time: 6:00 PM

Title of Item: Ordinance to annex Parkside Bluffs, Section 2, Phase 1 involving 2.804 acres located near the northeast corner of the intersection of East 10th Street and Parkside Drive

Explanation: **Abstract:** The City received a voluntary annexation petition to annex Parkside Bluffs, Section 2, Phase 1 involving 2.804 acres located near the northeast corner of the intersection of East 10th Street and Parkside Drive. The subject area is currently undeveloped and is anticipated to accommodate 9,000+/- square feet of retail space.

ANNEXATION PROFILE

A. SCHEDULE

1. Advertising date: August 8, 2016
2. City Council public hearing date: August 18, 2016
3. Effective date: June 30, 2017

B. CHARACTERISTICS

1. Relation to Primary City Limits: Contiguous
2. Relation to Recognized Industrial Area: Outside
3. Acreage: 2.804
4. Voting Districts: 3
5. Township: Grimesland
6. Vision Area: C
7. Zoning: CG (General Commercial)

- 8. Land Use: Existing: Vacant
Anticipated: 9,000+/- square feet of retail space
- 9. Population:

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

* - 2.2 people per household in Greenville

- 10. Rural Fire Tax District: Eastern Pines
- 11. Greenville Fire District: Station #6 (Distance of 2.0 miles)
- 12. Present Tax Value: \$159,933
Estimated Future Tax Value: \$1,059,933

Fiscal Note: The total estimated tax value at full development is \$1,059,933.

Recommendation: Approve the attached ordinance to annex Parkside Bluffs, Section 2, Phase 1

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

Attachments / click to download

-  [Survey](#)
-  [Ordinance Parkside Bluffs 1033487](#)

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 18th day of August, 2016, after due notice by publication in The Daily Reflector on the 8th day of August, 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 "Parkside Bluffs, Section 2, Phase 1" involving 2.804 acres as prepared by Baldwin Design Consultants, PA.

LOCATION: Lying and being situated in Grimesland Township, Pitt County, North Carolina, located near the northeast corner of the intersection of East 10th Street and Parkside Drive.

GENERAL DESCRIPTION:

Beginning at an existing iron pipe where the northern right-of-way of NC Hwy 33 (East Tenth Street) intersects the western right-of-way of Moses Drive, said iron pipe being located N 01°01'05" E 54.69' from an existing P.K. Nail located at the centerline intersection of NC Hwy 33 and Moses Drive. From the above described beginning, so located, running thence as follows:

With the northern right-of-way of NC Hwy 33 (East Tenth Street), N 63°07'42" W 251.67', thence leaving the northern right-of-way of NC Hwy 33, N 26°55'44" E 258.95', thence N 62°55'22" W 211.32', thence N 62°55'21" W 90.06', thence N 62°48'28" W 20.00', thence N 27°17'16" E 39.83', thence S 62°42'44" E 34.74', thence N 26°52'18" E 20.26', thence S 62°55'21" E 60.90', thence S 13°37'59" W 30.84', thence S 62°55'21" E 218.41', thence N 26°55'44" E 165.93' to a point on the southern line of the Reuben P. Turner property as described in Deed Book 2211, Page 749 of the Pitt County Register of Deeds Office, thence with the southern line of said Reuben P. Turner Property, S 66°13'38" E 226.59' to an existing iron pipe on the western right-of-way of Moses Drive, thence with the western right-of-way of Moses Drive S 23°48'48" W 467.79' to the point of beginning containing 2.804 acres and being a portion of the property described in Deed Book 2040, Page 165 of the Pitt County Register of Deeds.

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 three. 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 three.

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.

Attachment number 1
Page 2 of 2

Section 5. This annexation shall take effect from and after the 30th day of June, 2017.

ADOPTED this 18th day of August, 2016.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

NORTH CAROLINA
PITT COUNTY

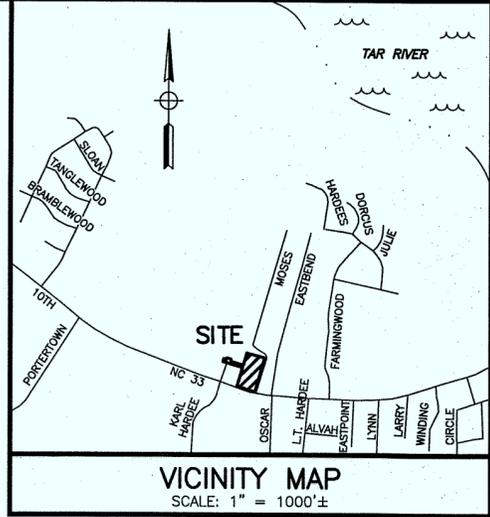
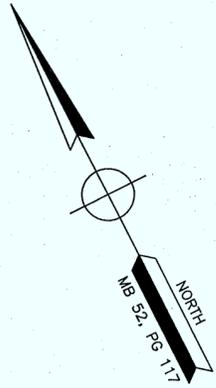
I, Polly Jones, a Notary Public for said County and State, certify that Carol L. Barwick personally came before me this day and acknowledged that she is the City Clerk of the City of Greenville, a municipality, and that by authority duly given and as the act of the municipality, the foregoing instrument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

Notary Public

My Commission Expires: _____

1033487



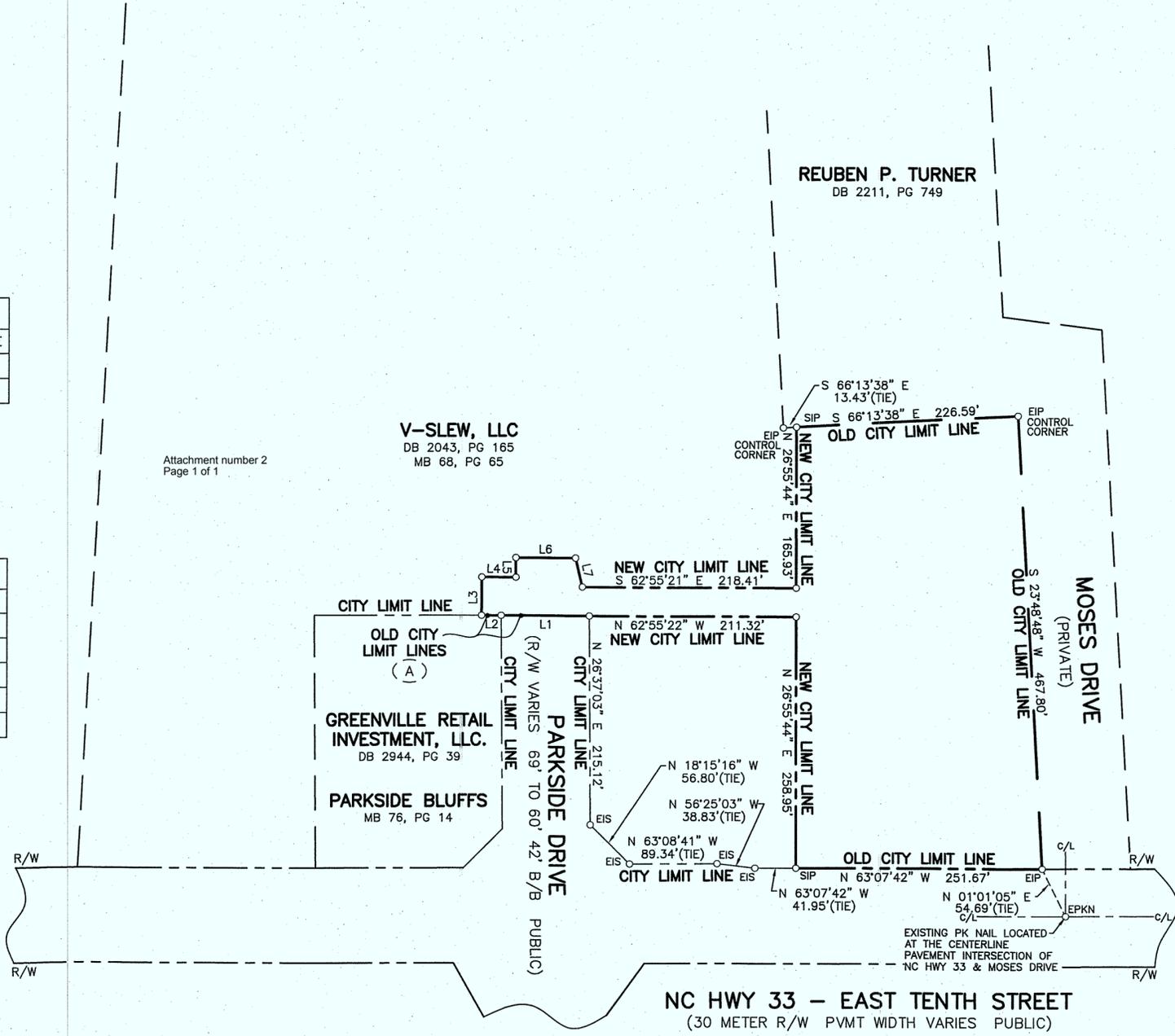
OLD CITY LIMIT LINE TABLE		
COURSE	BEARING	DISTANCE
L1	N 62°55'21" W	90.06'
L2	N 62°48'28" W	20.00'

NEW CITY LIMIT LINE TABLE		
COURSE	BEARING	DISTANCE
L3	N 27°17'16" E	39.83'
L4	S 62°42'44" E	34.74'
L5	N 26°52'18" E	20.26'
L6	S 62°55'21" E	60.90'
L7	S 13°37'59" W	30.84'

Attachment number 2
Page 1 of 1

V-SLEW, LLC
DB 2043, PG 165
MB 68, PG 65

REUBEN P. TURNER
DB 2211, PG 749



GENERAL NOTES

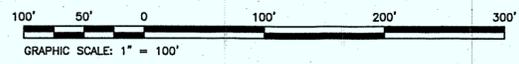
1. THIS MAP IS OF A SURVEY THAT IS OF ANOTHER CATEGORY.
2. ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
3. REFERENCE: A PORTION OF THE PROPERTY DESCRIBED IN DEED BOOK 2043, PAGE 165 OF THE PITT COUNTY REGISTER OF DEEDS.

LEGEND

- NEW CITY LIMIT LINE = - - - - -
- OLD CITY LIMIT LINE = _____
- CITY LIMIT LINE = - . - . - .

LEGEND

- R/W = RIGHT-OF-WAY
- EIP = EXISTING IRON PIPE
- ⊕ = CENTERLINE
- SIP = SET IRON PIPE
- EIS = EXISTING IRON STAKE
- EPKN = EXISTING PARKER KALON NAIL
- PVMT = PAVEMENT
- B/B = BACK OF CURB TO BACK OF CURB



A PORTION OF PARCEL #10412
TAX MAP #5607-32-6100

ANNEXATION MAP FOR
PARKSIDE BLUFFS
SECTION 2, PHASE 1

OWNER: **V-SLEW, LLC**
ADDRESS: 1528 EVANS STREET ANNEX 2
GREENVILLE, N.C. 27834
PHONE: (252)-355-6622

Baldwin Design Consultants, PA
ENGINEERING - LAND PLANNING - SURVEYING
1700-D EAST ARLINGTON BOULEVARD
GREENVILLE, NC 27858 252.756.1390

SURVEYED: BW	APPROVED: MWB
DRAWN: JBE	DATE: 06/30/2016
CHECKED: MWB	SCALE: 1 = 100'

MAP NO.	PLATS RECORDED	MAP BOOK	PAGE

MAP SHOWING AREA ANNEXED BY
THE CITY OF GREENVILLE, N.C.
(EFFECTIVE DATE _____ ORDINANCE # _____ AREA 2.804 AC.)
_____ GRIMESLAND TOWNSHIP, PITT COUNTY, N.C.

CLOSURE CHECK BOUNDARY	
CHECKED: JBE	DATE: 07/11/2016

CERTIFICATION
THIS IS TO CERTIFY THAT THIS MAP WAS DRAWN UNDER MY DIRECTION AND SUPERVISION FROM AN ACTUAL FIELD LAND SURVEY PERFORMED UNDER MY DIRECTION AND SUPERVISION THAT THE ERROR OF CLOSURE AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10,000, THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS DASHED LINE; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.
WITNESS MY HAND AND SEAL THIS 30th DAY OF JULY, 2016.
MICHAEL WEST BALDWIN, PLS L-3082



Y:\DRAWINGS\05-136 V-SLEW\PARKSIDE BLUFFS\ANNEXATION PLAT REV 1.dwg Fri, Jul 22, 2016-7:57am RWELLS



City of Greenville, North Carolina

Meeting Date: 8/18/2016
Time: 6:00 PM

Title of Item: Ordinance to annex Teakwood Green, Phase II involving 9.37 acres located at the termini of Presidio Lane and Teakwood Drive

Explanation: **Abstract:** The City received a voluntary annexation petition to annex Teakwood Green, Phase II involving 9.37 acres located at the termini of Presidio Lane and Teakwood Drive. The subject area is currently undeveloped and is anticipated to accommodate 18 single-family lots.

ANNEXATION PROFILE

A. SCHEDULE

1. Advertising date: August 8, 2016
2. City Council public hearing date: August 18, 2016
3. Effective date: June 30, 2017

B. CHARACTERISTICS

1. Relation to Primary City Limits: Contiguous
2. Relation to Recognized Industrial Area: Outside
3. Acreage: 9.37
4. Voting Districts: 2
5. Township: Arthur
6. Vision Area: F
7. Zoning: RA20 (Residential-Agricultural)

- 8. Land Use: Existing: Vacant
Anticipated: 18 single-family lots
- 9. Population:

	Formula	Number of People
Total Current	-----	0
Estimated at full development	18 x 2.2	40
Current Minority	-----	0
Estimated Minority at full development	40 x 45.2%	18
Current White	-----	0
Estimated White at full development	40 - 18	22

* - 2.2 people per household in Greenville

- 10. Rural Fire Tax District: Red Oak
- 11. Greenville Fire District: Station #5 (Distance of 3.0 miles)
- 12. Present Tax Value: \$75,429
Estimated Future Tax Value: \$1,862,929

Fiscal Note: The total estimated tax value at full development is \$1,862,929.

Recommendation: Approve the attached ordinance to annex Teakwood Green, Phase II.

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

Attachments / click to download

- [Survey](#)
- [Ordinance Teakwood Green Ph II 1033214](#)

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 18th day of August, 2016, after due notice by publication in The Daily Reflector on the 8th day of August, 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 "Teakwood Green, Phase II" involving 9.37 acres as prepared by Benjamin J. Purvis, PLS.

LOCATION: Lying and being situated in Arthur Township, Pitt County, North Carolina, located at the current termini of Presidio Lane and Teakwood Drive.

GENERAL DESCRIPTION:

LYING AND BEING IN ARTHUR TOWNSHIP, PITT COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON STAKE ON THE EASTERN RIGHT-OF-WAY OF TEAKWOOD DRIVE, SAID POINT BEING THE SOUTHWEST CORNER OF LOT 10, TEAKWOOD GREEN, PHASE ONE AS RECORDED IN MAP BOOK 72, PAGE 181 OF THE PITT COUNTY REGISTER OF DEEDS OFFICE, THENCE FROM SAID POINT OF BEGINNING WITH THE SOUTHERN PROPERTY LINE OF LOT 10 S 04°01'51" E 130.00' TO A POINT IN THE CENTERLINE OF A DITCH, THENCE RUNNING WITH THE CENTERLINE OF THE DITCH S 85°59'24" W 789.01' TO AN EXISTING IRON PIPE, THENCE N 0°55'29" E 748.15' TO AN EXISTING IRON PIPE, THENCE N 86°03'36" E 347.65' TO AN EXISTING IRON PIPE AT THE SOUTHWEST CORNER OF LOT 30, TEAKWOOD GREEN, PHASE ONE, THENCE S 04°01'51" E 295.09' TO A POINT ON THE EASTERN RIGHT-OF-WAY OF PRESIDIO LANE, THENCE N 85°58'09" E 12.92' TO AN EXISTING IRON ROD AT THE SOUTHWEST CORNER OF LOT 63, TEAKWOOD GREEN, PHASE ONE, THENCE WITH THE SOUTHERN PROPERTY LINE OF LOT 63 S 04°01'51" E 130.00' TO A POINT, THENCE N 85°58'09" E 384.62' TO AN EXISTING IRON PIPE AT THE COMMON CORNER OF LOTS 53, 67, AND 68, TEAKWOOD GREEN, PHASE ONE, THENCE S 4°01'51" E 130.00'

TO AN EXISTING IRON PIPE ON THE WESTERN RIGHT-OF-WAY OF TEAKWOOD DRIVE AT THE SOUTHEASTERN CORNER OF LOT 53, TEAKWOOD GREEN, PHASE ONE, THENCE S 85°58'09" W 20.81' TO A POINT, THENCE S 4°01'51" E 60.00' TO THE POINT OF BEGINNING, CONTAINING 9.37 ACRES, MORE OR LESS.

Section 2. Territory annexed to the City of Greenville by this ordinance shall, pursuant to the terms of G.S. 160A-23, be annexed into Greenville municipal election district two. 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 two.

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 Attachment number 1
Page 2 of 2 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, 2017.

ADOPTED this 18th day of August, 2016.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

NORTH CAROLINA
PITT COUNTY

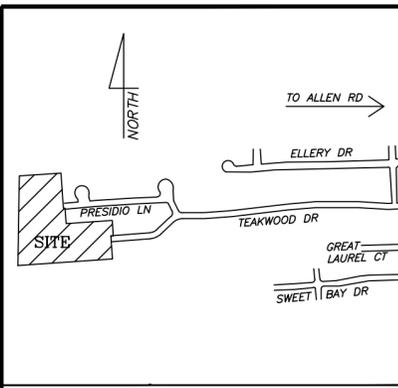
I, Polly Jones, a Notary Public for said County and State, certify that Carol L. Barwick personally came before me this day and acknowledged that she is the City Clerk of the City of Greenville, a municipality, and that by authority duly given and as the act of the municipality, the foregoing instrument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

Notary Public

My Commission Expires: _____

1033214



VICINITY MAP
1" = 1,000'

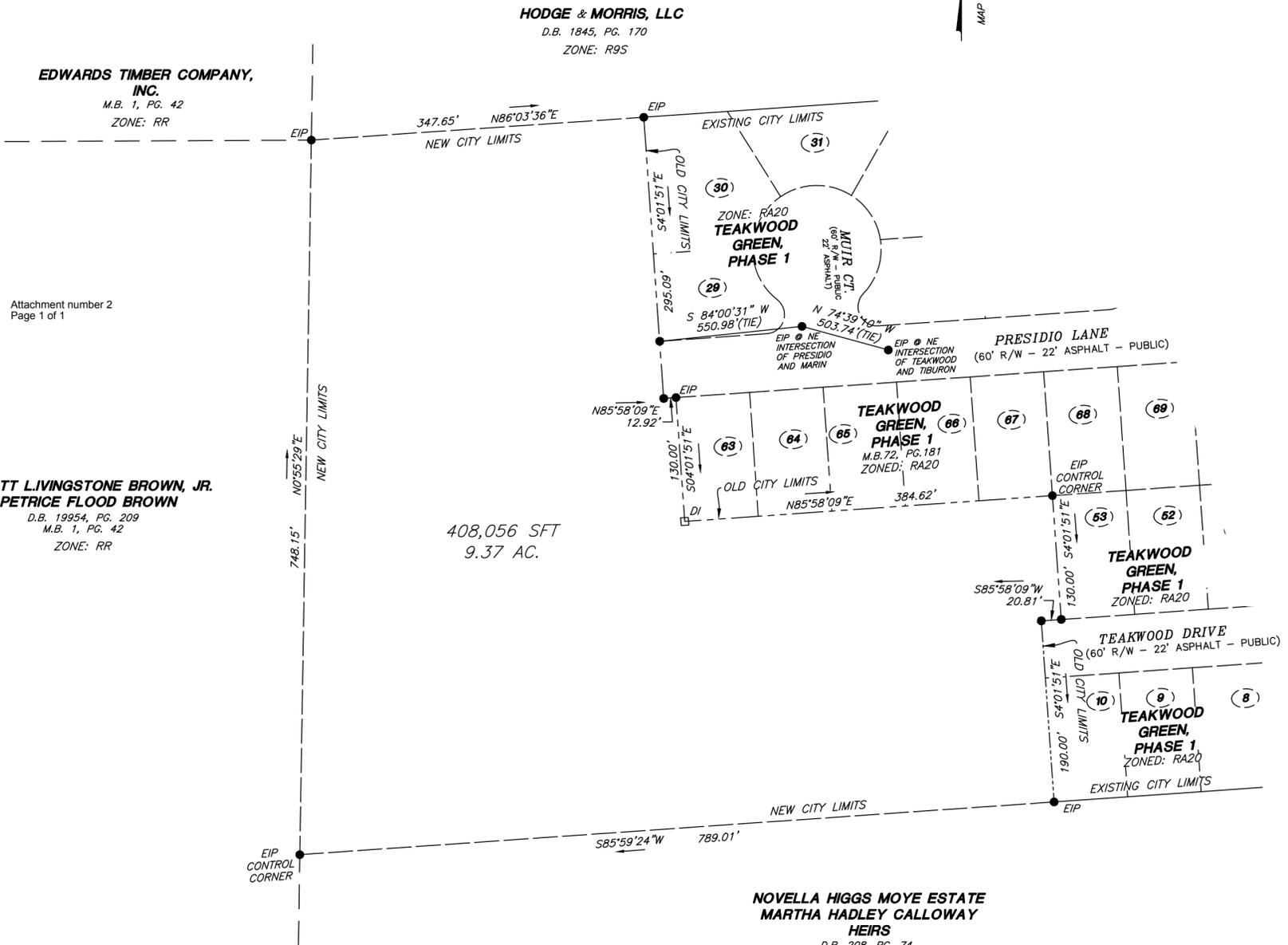
NOTES:

1. ALL DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS UNLESS SHOWN OTHERWISE.
2. ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
3. THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS OF WAY, AND RESTRICTIVE COVENANTS WHICH MAY BE OF RECORD.
4. THIS SURVEY PERFORMED WITHOUT BENEFIT OF A TITLE REPORT.
5. PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS, RIGHTS-OF-WAY, AND RESTRICTIVE COVENANTS WHICH MAY BE OF RECORD.
6. THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY; REFERENCE: COMMUNITY PANEL 3720466700K, DATED JULY 7, 2014, ZONE X.
7. NO GEODETIC MONUMENTS FOUND WITHIN 2000' OF SUBJECT PROPERTY.
8. REFERENCES: DB 3272, PG 819
DB 2316, PG 872



LEGEND

- AC ACRE
- A.A. DEED BOOK
- DI DROP INLET
- EIP EXISTING IRON PIPE
- R/W RIGHT OF WAY
- SFT SQUARE FEET
- (C) ADJACENT LOT NUMBER
- D.B. DEED BOOK
- M.B. MAP BOOK
- PG. PAGE



LINE LEGEND

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

GRAPHIC SCALE



CERTIFICATION

I, BENJAMIN J. PURVIS, CERTIFY THAT UNDER MY DIRECTION AND SUPERVISION, THIS MAP WAS DRAWN FROM AN ACTUAL FIELD SURVEY MADE BY ME THAT THE RATIO OF PRECISION AS CALCULATED BY LATITUDES AND DEPARTURES IS 1: 10,000+ THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM DEED INFORMATION REFERENCED HEREON.

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

SIGNED _____ REGISTRATION NO. L-4290

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

WITNESS MY HAND AND SEAL THIS _____ DAY OF _____

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

TEAKWOOD GREEN SUBDIVISION, PHASE II
BEING PITT COUNTY PARCEL 14211, NC PIN 4667007653, AS RECORDED IN DEED BOOK 3272, PG 819 OF THE PITT COUNTY REGISTRY GREENVILLE, ARTHUR TOWNSHIP, PITT COUNTY, NORTH CAROLINA

BENJAMIN J. PURVIS, P.L.S.
2004 B. EAST 3RD. ST.
Greenville, N.C. 27858
(252) 341-5588
WWW.LANDSURVEY.WEBS.COM

SURVEYED: BJP APPROVED: BJP
DRAWN: CPT DATE: 05/20/16
CHECKED: BJP SCALE: 1" = 100'

MAP NO.	PLATS RECORDED	MAP BOOK	PAGE

MAP SHOWING AREA ANNEXED BY
THE CITY OF GREENVILLE, N.C
(EFFECTIVE DATE _____ ORDINANCE # _____ AREA 9.37 AC.)
ARTHUR TOWNSHIP, PITT COUNTY, N.C.



City of Greenville, North Carolina

Meeting Date: 8/18/2016
Time: 6:00 PM

Title of Item: Ordinance to annex Woodridge Corporate Park, Portion of Phase 2 involving 20.00 acres located at the current terminus of Woodridge Park Road

Explanation: **Abstract:** The City received a voluntary annexation petition to annex Woodridge Corporate Park, Portion of Phase 2 involving 20.00 acres located at the current terminus of Woodridge Park Road. The subject area is currently undeveloped and is anticipated to be the future site of the Pitt County Schools Bus Garage.

ANNEXATION PROFILE

A. SCHEDULE

1. Advertising date: August 8, 2016
2. City Council public hearing date: August 18, 2016
3. Effective date: June 30, 2017

B. CHARACTERISTICS

1. Relation to Primary City Limits: Contiguous
2. Relation to Recognized Industrial Area: Outside
3. Acreage: 20.00
4. Voting Districts: 1
5. Township: Arthur
6. Vision Area: F
7. Zoning: IU (Unoffensive Industry)

- 8. Land Use: Existing: Vacant
Anticipated: Pitt County Schools Bus Garage (tax exempt)
- 9. Population:

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

* - 2.2 people per household in Greenville

- 10. Rural Fire Tax District: Red Oak
- 11. Greenville Fire District: Station #5 (Distance of 4.0 miles)
- 12. Present Tax Value: \$175,000
Estimated Future Tax Value: \$0

Fiscal Note: The total estimated tax value at full development is \$0.

Recommendation: Approve the attached ordinance to annex Woodridge Corporate Park, Portion of Phase 2

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

Attachments / click to download

- [Survey](#)
- [Ordinance_Woodridge_Corp_Park_Ph_2_1033485](#)

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 18th day of August, 2016, after due notice by publication in The Daily Reflector on the 8th day of August, 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 "Woodridge Corporate Park, Portion of Phase 2" involving 20.00 acres as prepared by Baldwin Design Consultants, PA.

LOCATION: Lying and being situated in Arthur Township, Pitt County, North Carolina, located at the current terminus of Woodridge Park Road.

GENERAL DESCRIPTION:

Beginning at a point on the western line of Lot 1C, Woodridge Corporate Park, Phase 2 Division of Lot 1B as recorded in Map Book 74, Page 46 of the Pitt County Register of Deeds, said point being located N 52°26'24" E 5.00' from an existing iron stake at the northwestern terminus of Woodridge Park Road and being the northeastern corner of Lot 1C, Woodridge Corporate Park, Phase 2 Division of Lot 1B. From the above described beginning, so located, running thence as follows:

With the western lines of referenced Lot 1C and Lot 1B, Woodridge Corporate Park, Phase 2 Division of Lot 1B, S 52°26'24" W 301.53' and S 15°50'43" W 393.83' to a point on the northern line of the Hardee Family Holdings, LLC Property as recorded in Map Book 62, Pages 81 and 81A of the Pitt County Register of Deeds, thence with the northern line of said Hardee Family Holdings, LLC Property, N 79°05'26" W 49.75', N 77°49'43" W 103.75', N 71°55'32" W 163.69', N 71°39'09" W 115.40', N 75°58'20" W 111.27', N 73°38'06" W 104.81', N 73°38'54" W 160.91', N 61°45'55" W 82.60' and N 87°45'00" W 165.88' to a point, thence leaving the northern line of said Hardee Family Holdings, LLC Property, N 04°19'09" E 503.79', thence N 33°26'11" E 446.61', thence S 56°33'49" E 644.15' to the point of curvature, thence with a curve to the left having an arc length of 243.39', a radius of 530.00' and a chord bearing S 69°43'09" E 241.26' to the point of tangency, thence S 82°52'30" E

119.40' to the point of curvature, thence with a curve to the right having an arc length of 213.54', a radius of 208.02' and a chord bearing S 60°13'04" E 270.00' to the point of tangency, thence S 37°33'36" E 27.10' to the point of beginning containing 20.00 acres and being a portion of the property described in Deed Book 2972, Page 626 of the Pitt County Register of Deeds.

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 one. 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 one.

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 Attachment number 1
Page 2 of 2 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, 2017.

ADOPTED this 18th day of August, 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 ____th day of ____, 2016.

Notary Public

My Commission Expires: _____

1033485

Y:\DRAWINGS\15-132 WOODRIDGE CORP PARK-HARDEE FAMILY\15-132 ANNEXATION.dwg Fri, Jul 22, 2016 - 10:21am JGETSINGER

HARDEE FAMILY HOLDINGS, LLC
DB 2972, PG 626
MB 11, PG 121

HARDEE FAMILY HOLDINGS, LLC
DB 2972, PG 626
MB 11, PG 121

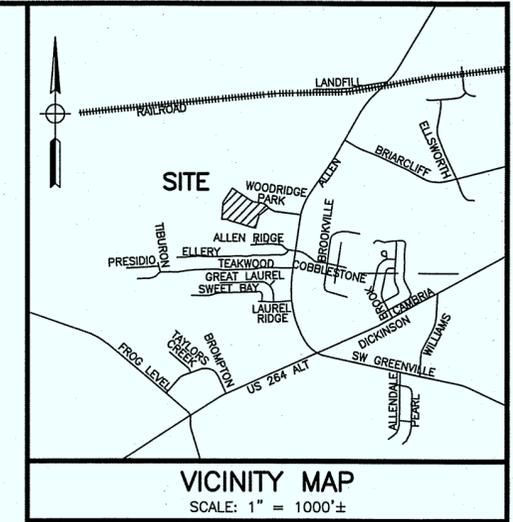
HARDEE FAMILY HOLDINGS, LLC
DB 2972, PG 626
MB 62, PG'S 81 & 81-A

GENERAL NOTES

1. THIS MAP IS OF A SURVEY THAT IS OF ANOTHER CATEGORY.
2. ALL AREAS CALCULATED BY COORDINATE GEOMETRY.
3. REFERENCE: A PORTION OF THE PROPERTY DESCRIBED IN DEED BOOK 2972, PAGE 626 OF THE PITT COUNTY REGISTER OF DEEDS.
4. IRON PIPES LOCATED AT ALL CORNERS UNLESS OTHERWISE NOTED.

LEGEND

- R/W = RIGHT-OF-WAY
- EPKN = EXISTING PARKER KALON NAIL
- SPKN = SET PARKER KALON NAIL
- SIP = SET IRON PIPE
- EIP = EXISTING IRON PIPE
- NPS = NO POINT SET
- - - = NOT TO SCALE



(2)
WOODRIDGE CORPORATE PARK
PHASE 2
MB 69, PG 134

(1C)
WOODRIDGE CORPORATE PARK
PHASE 2 - DIVISION OF LOT 1B
MB 74, PG 46

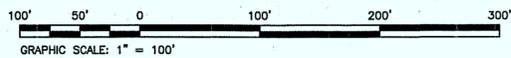
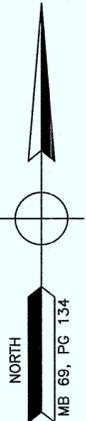
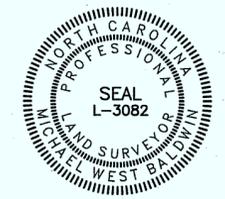
(1A)
WOODRIDGE CORPORATE PARK
PHASE 2
MB 69, PG 134

CERTIFICATION

THIS IS TO CERTIFY THAT THIS MAP WAS DRAWN UNDER MY DIRECTION AND SUPERVISION FROM AN ACTUAL FIELD LAND SURVEY PERFORMED UNDER MY DIRECTION AND SUPERVISION THAT THE ERROR OF CLOSURE AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10,000, THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS DASHED LINE; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

WITNESS MY HAND AND SEAL THIS 30th DAY OF JUNE 2016.

MICHAEL WEST BALDWIN, PLS L-3082



Attachment number 2
Page 1 of 1

A PORTION OF TAX PARCEL #22802 TAX MAP #4667-33-5492

ANNEXATION MAP FOR
WOODRIDGE CORPORATE PARK

A PORTION OF PHASE 2

OWNER: **HARDEE FAMILY HOLDINGS, LLC**
ADDRESS: 1156 AUTUMN LAKES DRIVE
GRIMESLAND, NC 27837
PHONE: (252) 752-7921

Baldwin Design Consultants, PA
ENGINEERING - SURVEYING - PLANNING
1700-D EAST ARLINGTON BOULEVARD
GREENVILLE, NC 27858 252.756.1390

LICENSE # C-3498
SURVEYED: BW APPROVED: MWB
DRAWN: JBE DATE: 05/11/2016
CHECKED: MWB SCALE: 1 = 100'

LEGEND

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

CLOSURE CHECK BOUNDARY
CHECKED: JBE DATE: 05/12/16

MAP NO.	PLATS RECORDED	MAP BOOK	PAGE

MAP SHOWING AREA ANNEXED BY
THE CITY OF GREENVILLE, N.C
(EFFECTIVE DATE _____ ORDINANCE # _____ AREA 20.000 AC)
_____ ARTHUR _____ TOWNSHIP, PITT COUNTY, N.C.

Item # 4



City of Greenville, North Carolina

Meeting Date: 8/18/2016
Time: 6:00 PM

Title of Item: Ordinance requested by Greenville Utilities Commission to rezone 83.15 acres located at the southwestern corner of the intersection of Martin Luther King, Jr. Highway and NC Highway 43 from RA20 (Residential-Agricultural) to CH (Heavy Commercial)

Explanation: **Abstract:** The City has received a request from Greenville Utilities Commission to rezone 83.15 acres located at the southwestern corner of the intersection of Martin Luther King, Jr. Highway and NC Highway 43 from RA20 (Residential-Agricultural) to CH (Heavy Commercial).

Required Notices:

Planning and Zoning meeting notice (property owner and adjoining property owner letter) mailed on June 7, 2016.
On-site sign(s) posted on June 7, 2016
City Council public hearing notice (property owner and adjoining property owner letter) mailed on July 26, 2016.
Public hearing legal advertisement published on August 8 and August 15, 2016.

Comprehensive Plan:

The subject area is located in Vision Area F.

The Future Land Use Plan Map recommends commercial (C) at the southwestern corner of the intersection of Martin Luther King, Jr. Highway and NC Highway 43 transitioning to office/institutional/multi-family (OIMF) to the west and south then high density residential (HDR) to the south.
Further, conservation/open space is recommended along Tyson's Run.

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.

There is a designated intermediate focus area at the intersection of Martin Luther King, Jr. Highway and NC Highway 43. These areas are intended to contain 50,000-150,000+/-square feet of conditioned floor space.

The subject property is considered part of the intermediate focus area at the intersection of Martin Luther King, Jr. Highway and NC Highway 43.

Martin Luther King, Jr. Highway is designated as a "gateway corridor" from its intersection with North Memorial Drive to its current terminus. Gateway corridors serve as primary entranceways into the city and help define community character. Gateway corridors may accommodate a variety of intensive, large-scale uses, in appropriately located focus areas with lower intensity office and/or high-density residential development in the adjacent transition areas.

West Fifth Street/NC Highway 43 is designated as a "gateway corridor" between South Memorial Drive and Rock Springs Road then transitions to a "residential corridor" continuing to the west. Gateway corridors serve as primary entranceways into the city and help define community character. Gateway corridors may accommodate a variety of intensive, large-scale uses, in appropriately located focus areas with lower intensity office and/or high-density residential development in the adjacent transition areas. 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.

Utilities Objectives

U4. To plan, provide, and maintain facilities adequate for continuing growth.

Urban Form & Land Use Objectives:

UF20. To concentrate higher intensive uses in employment and focus areas.

UF22. To ensure proper size of and spacing between focus areas.

Policy Statements

5. Intermediate/Neighborhood Focus Areas

5(a). The location of these areas should be evaluated based on surrounding residential development patterns and the lack of alternative retail uses to serve these areas. Neighborhood Focus Areas should have a neighborhood-size market area.

5(c). Neighborhood and Intermediate Focus Areas should be compatible in size

and scale with surrounding development.

Land Use Implementation Strategies:

2(e). Concentrate commercial development in well-defined nodes.

2(h). Office/Institutional/Multi-family land uses should be developed along transportation thoroughfares to provide transition between commercial nodes and to preserve vehicle carrying capacity.

2(i). Office/Institutional/Multi-family development should be used as a buffer between light industrial and commercial development and adjacent lower density residential land uses.

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

Based on the analysis comparing the existing rezoning (1,436 trips) and requested rezoning, the proposed rezoning classification could generate approximately 1,000 trips to and from the site on NC Highway 43, which is a net *decrease* of 436 trips per day. Since the traffic analysis for the requested land use indicates that the proposal would generate less traffic than the existing land use, a traffic volume report was not generated.

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

History/Background:

In 2001, the subject property was incorporated into the City's extra-territorial jurisdiction (ETJ) and zoned RA20 (Residential-Agricultural).

Present Land Use:

One (1) single-family residence and farmland

Water/Sewer:

Water and sanitary sewer are available.

Historic Sites:

There are no known effects on designated sites.

Environmental Conditions/Constraints:

The property is impacted by the 100-year floodplain associated with Tyson's Run.

Surrounding Land Uses and Zoning:

North: RA20 - Woodland
South: RA20 - Farmland
East: Martin Luther King, Jr. Highway
West: RA20 - Remaining portion of subject property and farmland

Density Estimates:

Under the current zoning (RA20), staff would anticipate the site to yield 120-150 single-family lots.

Under proposed zoning (CH), staff would anticipate the site to yield 120,000+/- square feet of public utility space.

The anticipated build-out is 1-2 years.

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 June 21, 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 U4 to plan, provide, and maintain facilities adequate for continuing growth and Objective UF20 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 commercial development in well-defined nodes.

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.

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Attachments / click to download

- [Attachments](#)
 - [Email from Pentad](#)
 - [Ordinance_GUC_16_10_1033121](#)
 - [Minutes_GUC_rezoning_1032395](#)
 - [List_of_Uses_RA20_to_CH_1030654](#)
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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 18th day of August, 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 U4 to plan, provide, and maintain facilities adequate for growth and 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 commercial development in well-defined nodes; 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 CH (Heavy Commercial).

TO WIT: Forbes Farms, LLC Property

LOCATION: Located at the southwestern corner of the intersection of Martin Luther King, Jr Highway and NC Highway 43.

DESCRIPTION: LYING AND BEING IN FALKLAND TOWNSHIP, PITT COUNTY, NORTH CAROLINA NEAR THE INTERSECTION OF NC HIGHWAY 43 AND ON/OFF RAMP FOR THE WEST BOUND LANE OF US HIGHWAY 264 BYPASS, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT POINT, SAID POINT LYING S68°45'46"E 669.75 FEET FROM A PK NAIL IN THE CENTERLINE INTERSECTION OF NCSR 1205 AND NC HIGHWAY 43; THENCE S73°05'24"E 52.52 FEET TO A POINT; THENCE S19°43'58"E 122.50 FEET TO A POINT; THENCE S73°05'23"E 137.35 FEET TO A POINT; THENCE S73°05'23"E 210.00 FEET TO A POINT; THENCE N19°22'34"E 68.16 FEET TO A POINT; THENCE S64°11'42"E 44.09 FEET TO A POINT; THENCE S28°09'05"E 74.73 FEET TO A POINT; THENCE S04°54'50"W 492.07 FEET TO A POINT; THENCE S05°53'10"W 194.78 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT HAVING A CHORD BEARING AND DISTANCE OF N12°13'00"E 267.83 FEET AND A RADIUS OF 1809.86 FEET TO A POINT; THENCE S18°24'27"W 194.30 FEET TO A POINT; THENCE S19°19'44"W 115.83 FEET TO A POINT; THENCE S14°39'08"W 149.83 FEET TO A POINT; THENCE S13°45'49"W 207.14 FEET TO A POINT; THENCE S19°05'40"W 410.40 FEET TO A POINT; THENCE S09°31'33"W 307.84 FEET TO A POINT; THENCE S01°52'55"E 156.24 FEET TO A POINT; THENCE S12°26'00"W 218.64 FEET TO A POINT; THENCE S55°54'04"W 47.72 FEET TO A POINT; THENCE S52°22'32"W 47.54 FEET TO A POINT; THENCE S75°57'01"W 34.22 FEET TO A POINT; THENCE N53°48'18"W 33.79 FEET TO A POINT; THENCE S76°46'58"W 48.78 FEET TO A POINT; THENCE S44°47'12"W 41.99 FEET TO A POINT; THENCE N52°29'54"W 41.52 FEET TO A POINT; THENCE S72°34'22"W 54.95 FEET TO A POINT; THENCE S40°27'15"W 38.43 FEET TO A POINT; THENCE N57°32'42"W 45.77 FEET TO A POINT; THENCE N67°13'07"W 39.54 FEET TO A POINT; THENCE S53°45'17"W 34.65 FEET TO A POINT; THENCE S05°03'37"E 26.30 FEET TO A POINT; THENCE S21°06'56"W 17.52 FEET TO A POINT; THENCE N63°47'43"W 30.26 FEET TO A POINT; THENCE S67°01'40"W 76.54 FEET TO A POINT; THENCE S88°38'36"W 23.63 FEET TO A POINT; THENCE N57°47'59"W 21.12 FEET TO A POINT; THENCE N14°20'45"W 73.29 FEET TO A POINT; THENCE N50°37'22"W 26.54 FEET TO A POINT; THENCE N83°41'27"W 11.26 FEET TO A POINT; THENCE S59°56'50"W 15.72 FEET TO A POINT; THENCE N77°18'51"W 47.47 FEET TO A POINT; THENCE S11°33'23"W 18.58 FEET TO A POINT; THENCE S56°56'12"W 28.09 FEET TO A POINT; THENCE S74°46'39"W 16.95 FEET TO A POINT; THENCE N62°26'45"W 23.91 FEET TO A POINT; THENCE S86°43'17"W 33.30 FEET TO A POINT; THENCE S82°19'23"W 33.70 FEET TO A POINT; THENCE N75°06'24"W 26.39 FEET TO A POINT; THENCE N37°00'03"W 19.52 FEET TO A POINT; THENCE N87°24'27"W 43.72 FEET TO A POINT; THENCE N89°49'09"W 38.59 FEET TO A POINT; THENCE S50°03'25"W 17.82 FEET TO A POINT; THENCE S62°44'51"W 34.05 FEET TO A POINT; THENCE N89°00'36"W 12.62 FEET TO A POINT; THENCE S46°58'32"W 13.96 FEET TO A POINT; THENCE N83°36'10"W 104.43 FEET TO A POINT; THENCE N26°18'24"W 44.77 FEET TO A POINT; THENCE N58°13'36"W 20.20

FEET TO A POINT; THENCE N38°33'54"W 23.20 FEET TO A POINT; THENCE N80°59'53"W 24.42 FEET TO A POINT; THENCE S63°37'54"W 20.73 FEET TO A POINT; THENCE N25°17'33"W 67.30 FEET TO A POINT; THENCE N15°28'16"W 59.14 FEET TO A POINT; THENCE N32°48'13"W 15.43 FEET TO A POINT; THENCE N78°37'21"W 38.26 FEET TO A POINT; THENCE S54°26'45"W 46.01 FEET TO A POINT; THENCE N42°18'26"W 36.54 FEET TO A POINT; THENCE N67°33'26"W 33.28 FEET TO A POINT; THENCE N86°01'44"W 146.25 FEET TO A POINT; THENCE N25°05'13"W 73.70 FEET TO A POINT; THENCE N28°47'02"W 175.30 FEET TO A POINT; THENCE S85°45'18"W 52.06 FEET TO A POINT; THENCE N23°57'43"W 37.16 FEET TO A POINT; THENCE N77°52'00"W 41.39 FEET TO A POINT; THENCE N73°36'37"W 25.66 FEET TO A POINT; THENCE N49°03'01"W 69.92 FEET TO A POINT; THENCE S60°03'16"W 41.16 FEET TO A POINT; THENCE S76°12'11"W 38.37 FEET TO A POINT; THENCE N25°23'18"E 147.66 FEET TO A POINT; THENCE N25°23'07"E 238.00 FEET TO A POINT; THENCE N25°23'07"E 906.60 FEET TO A POINT; THENCE S64°36'53"E 668.00 FEET TO A POINT; THENCE N25°23'07"E 1756.41 FEET TO THE POINT AND PLACE OF BEGINNING CONTAINING 85.13 ACRES MORE OR LESS.

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 18th day of August, 2016.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

Doc. # 1033121

Excerpt from the DRAFT Planning & Zoning Commission Minutes (06/21/2016)

ORDINANCE REQUESTED BY GREENVILLE UTILITIES COMMISSION TO REZONE 85.13 ACRES LOCATED AT THE SOUTHWESTERN CORNER OF THE INTERSECTION OF MARTIN LUTHER KING, JR. HIGHWAY AND NC HIGHWAY 43 FROM RA20 (RESIDENTIAL-AGRICULTURAL) TO CH (HEAVY COMMERCIAL) - APPROVED

Ms. Gooby, Planner, delineated the property. She stated the request was for a portion of the property and 25+/- acres was not included in this request. A majority of the area is vacant. Ironwood Subdivision is to the west. No increase in traffic is anticipated so a traffic report was not prepared. There is an intermediate focus area in this area. These nodes are anticipated to contain 50,000-150,000 square feet of conditioned floor space. Both Martin Luther King, Jr. Highway and NC Highway 43 are considered gateway corridors, which are designed to carry large volumes of traffic into the city. Under the current zoning, the site could accommodate 120-150 single-family units. Under the current zoning, staff anticipates a 120,000 square feet of public utility facility. The Future Land Use Plan Map recommends commercial at the intersection of Martin Luther King, Jr. Highway and NC Highway 43 transitioning to office/institutional/multi-family to the west and south and high density residential to the south. The subject property is located at the intersection of two major highways and is considered to be part of the focus area. In staff's opinion, the request is in general compliance with Horizons: Greenville's Community Plan and the Future Land Use Plan Map.

Ms. Gooby informed the members that the owners of an adjoining property sent an email objecting to the request. This information was distributed to the members.

Chairman King opened the public hearing.

Jon Day, real estate agent representing the owner, Forbes Farm, LLC which is Maxine Speight. There is a contract retaining 25 acres. This rezoning could be positive to adjoining properties.

Ms. Jenni Kolczynski, adjoining property owner has concerns with how this will affect her property.

Mr. Padgett stated that he would be happy to meet with Ms. Kolczynski after the meeting.

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

Motion made by Mr. Robinson, 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. Motion carried unanimously.

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

CH (Heavy Commercial)

Permitted Uses

(1) *General*:

- a. Accessory use or building
- b. Internal service facilities
- c. On-premise signs per Article N
- d. Off-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*:

- a. Public utility building or use
- 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
- e. County government operation center
- g. Liquor store, state ABC

(5) *Agricultural/ Mining*:

- a. Farming; agriculture, horticulture, forestry (see also section 9-4-103)
- b. Greenhouse or plant nursery; including accessory sales
- d. Farmers market
- e. Kennel (see also section 9-4-103)
- h. Animal boarding not otherwise listed; outside facility, as an accessory or principal use

(6) *Recreational/ Entertainment*:

- b. Golf course; par three
- c. Golf driving range

- c.(1). Tennis club; indoor and outdoor facilities
- e. Miniature golf or putt-putt course
- f. Public park or recreational facility
- h. Commercial recreation; indoor only, not otherwise listed
- i. Commercial recreation; indoor and outdoor, not otherwise listed
- j. Bowling alleys
- n. Theater; movie or drama, indoor only
- o. Theater; movie or drama, including outdoor facility
- q. Circus, carnival or fair, temporary only (see also section 9-4-103)
- s. Athletic club; indoor only
- t. Athletic club; indoor and outdoor facility

(7) Office/ Financial/ Medical:

- a. Office; professional and business, not otherwise listed
- b. Operation/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
- f. Veterinary clinic or animal hospital (see also animal boarding; outside facility, kennel and stable)
- g. Catalogue processing center

(8) Services:

- c. Funeral home
- e. Barber or beauty shop
- f. Manicure, pedicure, or facial salon
- n. Auditorium
- 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. Television, and/or radio broadcast facilities including receiving and transmission equipment and towers or cellular telephone and wireless communication towers [unlimited height, except as provided by regulations]
- 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)
- bb. Civic organization
- cc. Trade or business organization
- hh. Exercise and weight loss studio; indoor only
- kk. Launderette; household users
- ll. Dry cleaners; household users
- mm. Commercial laundries; linen supply

- oo. Clothes alteration or shoe repair shop
- pp. Automobile wash

(9) Repair:

- b. Minor repair; as an accessory or principal use
- c. Upholster; automobile, truck, boat or other vehicle, trailer or van
- d. Upholsterer; furniture
- f. Appliance; household and office equipment repair
- g. Jewelry, watch, eyewear or other personal item repair

(10) Retail Trade:

- a. Miscellaneous retail sales; non-durable goods, not otherwise listed
- b. Gasoline or automotive fuel sale; accessory or principal use
- 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
- n. Appliance; commercial or industrial use, sales and accessory repair, including 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
- cc. Farm supply and commercial implement sales
- ee. Christmas tree sales lot; temporary only (see also section 9-4-103)

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

- a. Wholesale; durable and nondurable goods, not otherwise listed
- 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.
- d. Rental of automobile, noncommercial trucks or trailers, recreational vehicles, motorcycles

and boats

- e. Rental of tractors and/or trailers, or other commercial or industrial vehicles or machinery
- f. Automobiles, truck, recreational vehicle, motorcycles and boat sales and service (see also major and minor repair)
- g. Mobile home sales including accessory mobile home office

(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)
- d. Building supply; lumber and materials sales, plumbing and/or electrical supply excluding outside storage
- f. Hardware store

(13) Transportation:

- c. Taxi or limousine service
- e. Parcel delivery service
- f. Ambulance service
- h. Parking lot or structure; principal use

(14) Manufacturing/ Warehousing:

- a. Ice plant and freezer lockers
- b. Dairy; production, storage and shipment facilities
- c. Bakery; production, storage and shipment facilities
- g. Cabinet, woodwork or frame shop; excluding furniture manufacturing or upholster
- h. Engraving; metal, glass or wood
- i. Moving and storage of nonhazardous materials; excluding outside storage
- k. Mini-storage warehouse, household; excluding outside storage
- m. Warehouse; accessory to approved commercial or industrial uses within a district; excluding outside storage
- u. Tire recapping or retreading plant

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

CH (Heavy Commercial)

Special Uses

*(1) General:** None

(2) Residential:

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

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

*(4) Governmental:** None

(5) *Agricultural/ Mining:** None

(6) *Recreational/ Entertainment:*

- d. Game center
- l. Billiard parlor or pool hall
- m. Public or private club
- r. Adult uses

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

(8) *Services:*

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

(9) *Repair:*

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

(10) *Retail Trade:*

- j. Restaurant; regulated outdoor activities
- n. Appliance; commercial use, sales and accessory repair, excluding outside storage
- z. Flea market

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

(12) *Construction:** None

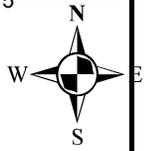
(13) *Transportation:** None

(14) *Manufacturing/ Warehousing:*

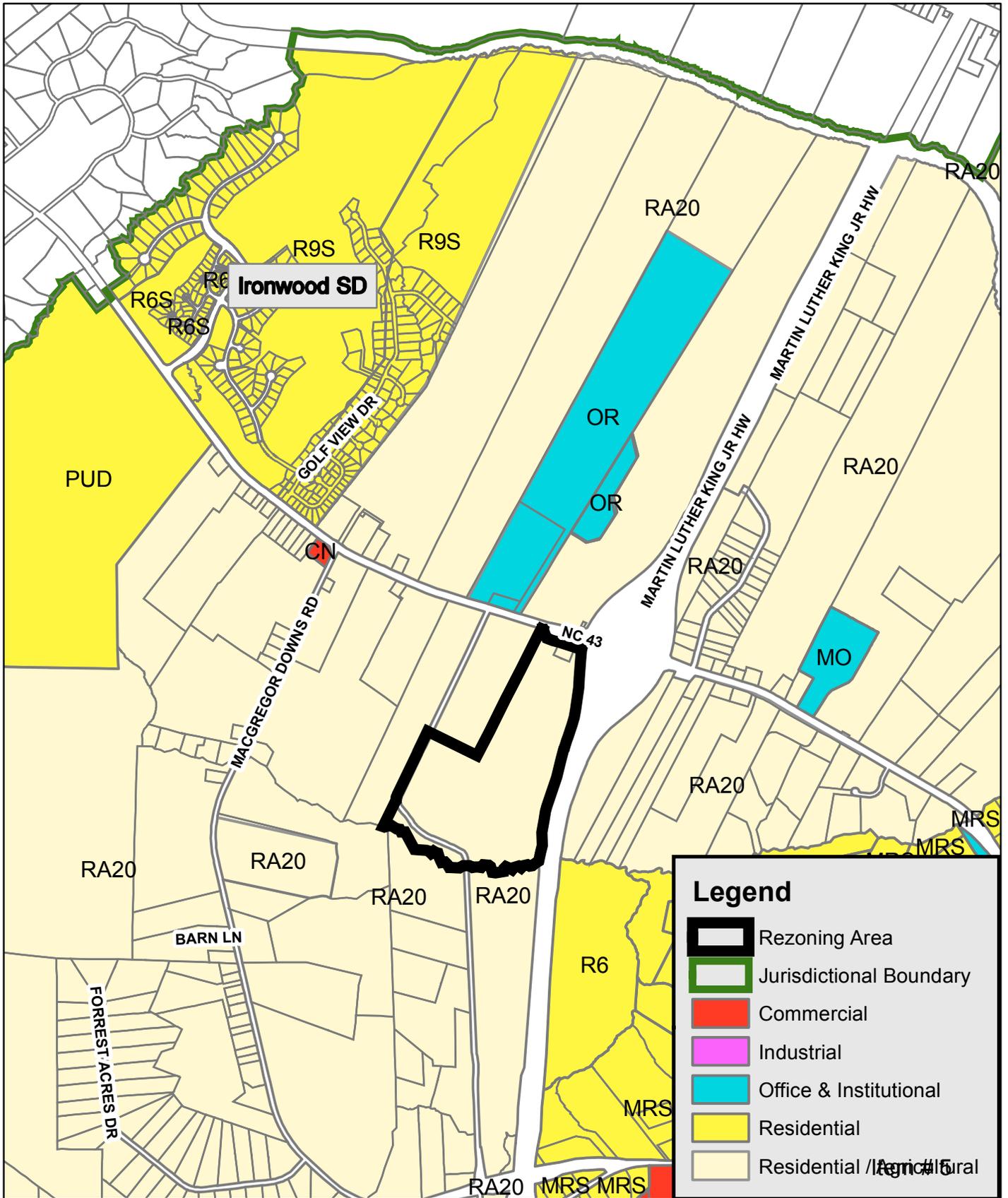
- d. Stone or monument cutting, engraving
- j. Moving and storage; including outside storage
- l. Warehouse or mini-storage warehouse, commercial or industrial; including outside storage
- y. Recycling collection station or facilities

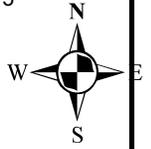
(15) *Other Activities (not otherwise listed - all categories):*

- 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

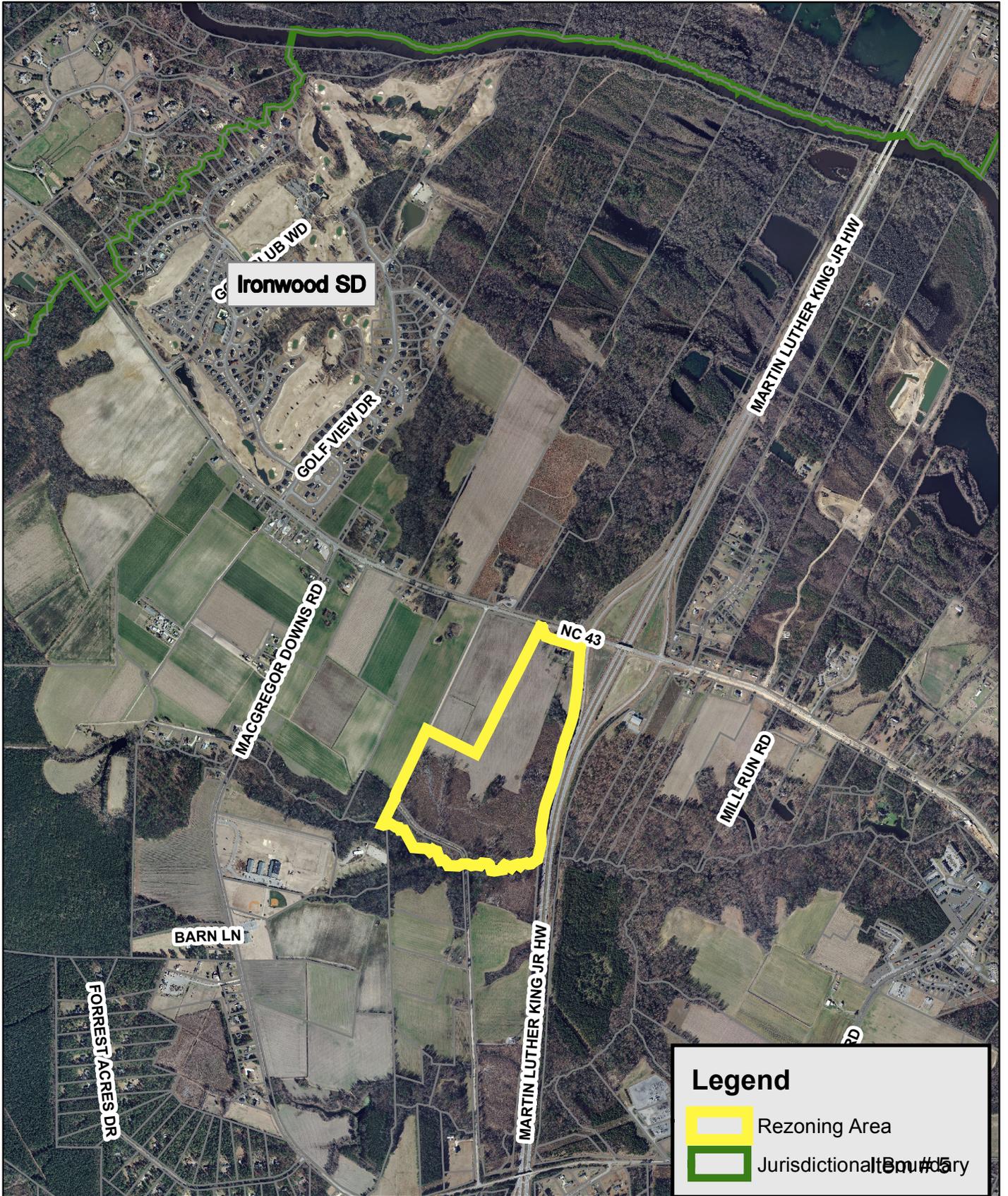


Greenville Utilities Commission
From: RA20 (Residential-Agricultural)
To: CH (Heavy Commercial)
85.13 acres
June 7, 2016





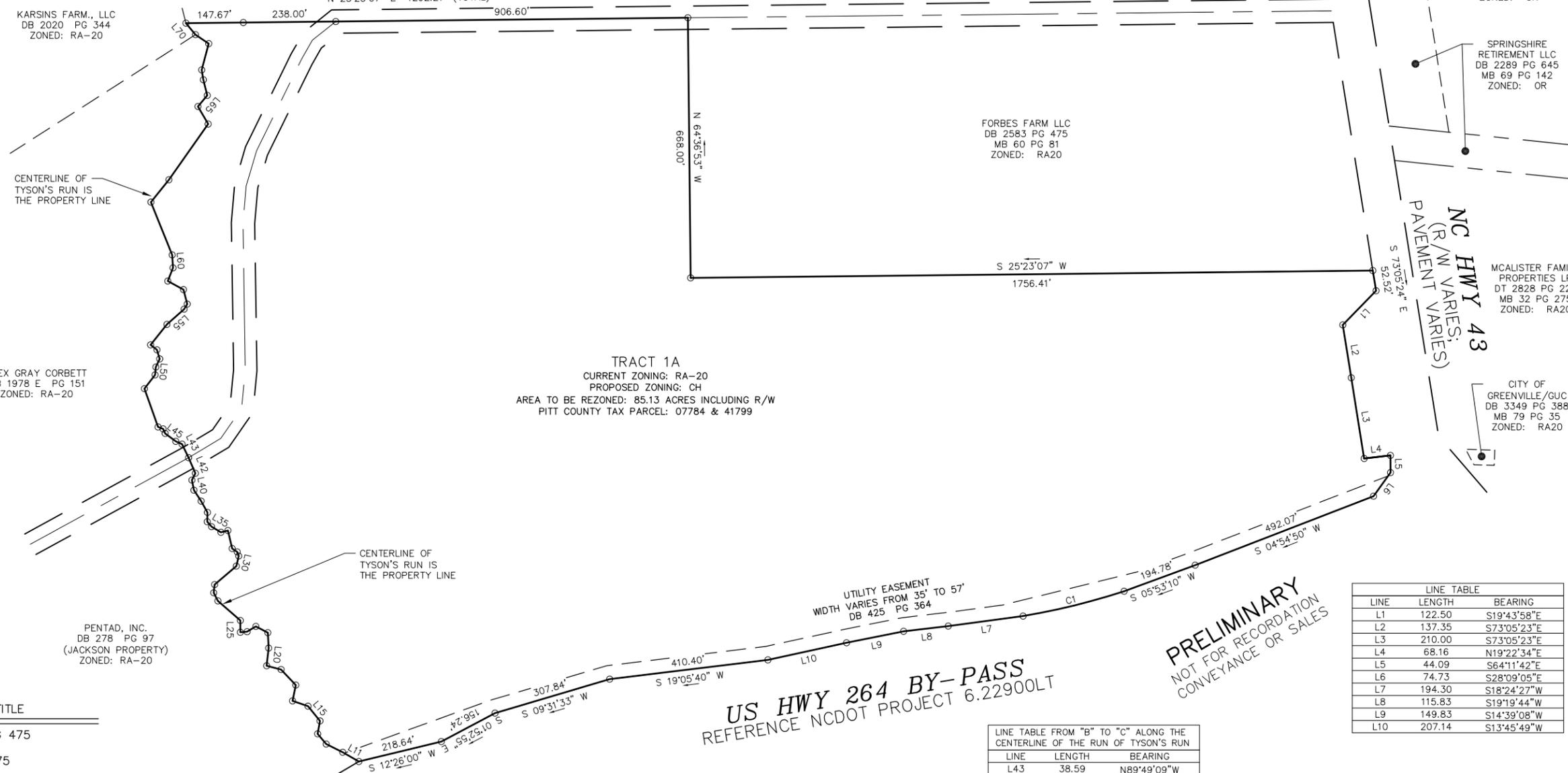
Greenville Utilities Commission
From: RA20 (Residential-Agricultural))
To: CH (Heavy Commercial)
85.13 acres
June 7, 2016



PENTAD, INC.
DB 278 PG 97
(JACKSON PROPERTY)
ZONED: RA-20

NCSR 1205 - ROCK SPRINGS ROAD
(60' R/W - 18' SOIL)

PRELIMINARY
NOT FOR RECORDATION
CONVEYANCE OR SALES



KARSINS FARM, LLC
DB 2020 PG 344
ZONED: RA-20

CENTERLINE OF TYSON'S RUN IS THE PROPERTY LINE

ALEX GRAY CORBETT
DB 1978 E PG 151
ZONED: RA-20

TRACT 1A
CURRENT ZONING: RA-20
PROPOSED ZONING: CH
AREA TO BE REZONED: 85.13 ACRES INCLUDING R/W
PITT COUNTY TAX PARCEL: 07784 & 41799

PENTAD, INC.
DB 278 PG 97
(JACKSON PROPERTY)
ZONED: RA-20

SOURCE OF TITLE
DB 2583 PG 475
MB 60 PG 81
MB 32 PG 275

LINE	LENGTH	BEARING
L1	122.50	S19°43'58"E
L2	137.35	S73°05'23"E
L3	210.00	S73°05'23"E
L4	68.16	N19°22'34"E
L5	44.09	S64°11'42"E
L6	74.73	S28°09'05"E
L7	194.30	S18°24'27"W
L8	115.83	S19°19'44"W
L9	149.83	S14°39'08"W
L10	207.14	S13°45'49"W

LINE	LENGTH	BEARING
L43	38.59	N89°49'09"W
L44	17.82	S50°03'25"W
L45	34.05	S62°44'51"W
L46	12.62	N89°00'36"W
L47	13.96	S46°58'32"W
L48	104.43	N83°36'10"W
L49	44.77	N26°18'24"W
L50	20.20	N58°13'36"W
L51	23.20	N38°33'54"W
L52	24.42	N80°59'53"W
L53	20.73	S63°37'54"W
L54	67.30	N25°17'33"W
L55	59.14	N15°28'16"W
L56	15.43	N32°48'13"W
L57	38.26	N78°37'21"W
L58	46.01	S54°26'45"W
L59	36.54	N42°18'26"W
L60	33.28	N67°33'26"W
L61	146.25	N86°01'44"W
L62	73.70	N25°05'13"W
L63	175.30	N28°47'02"W
L64	52.06	S85°45'18"W
L65	37.16	N23°57'43"W
L66	41.39	N77°52'00"W
L67	25.66	N73°36'37"W
L68	69.92	N49°03'01"W
L69	41.16	S60°03'16"W
L70	38.37	S76°12'11"W

LINE	LENGTH	BEARING
L11	47.72	S55°54'04"W
L12	47.54	S52°22'32"W
L13	34.22	S75°57'01"W
L14	33.79	N53°48'18"W
L15	48.78	S76°46'58"W
L16	41.99	S44°47'12"W
L17	41.52	N52°29'54"W
L18	54.95	S72°34'22"W
L19	38.43	S40°27'15"W
L20	45.77	N57°32'42"W
L21	39.54	N67°13'07"W
L22	34.65	S53°45'17"W
L23	26.30	S05°03'37"E
L24	17.52	S21°06'56"W
L25	30.26	N63°47'43"W
L26	76.54	S67°01'40"W

LINE	LENGTH	BEARING
L27	23.63	S88°38'36"W
L28	21.12	N57°47'59"W
L29	73.29	N14°20'45"W
L30	26.54	N50°37'22"W
L31	11.26	N83°41'27"W
L32	15.72	S59°56'50"W
L33	47.47	N77°18'51"W
L34	18.58	S11°33'23"W
L35	28.09	S56°56'12"W
L36	16.95	S74°46'39"W
L37	23.91	N62°26'45"W
L38	33.30	S86°43'17"W
L39	33.70	S82°19'23"W
L40	26.39	N75°06'24"W
L41	19.52	N37°00'03"W
L42	43.72	N87°24'27"W

CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD	TANGENT	DELTA
C1	268.07	1809.86	N12°13'00"E	267.83	134.28	8°29'12"

Item # 5



PRELIMINARY
NOT FOR RECORDATION
CONVEYANCE OR SALES

BOUNDARY INFORMATION TAKEN FROM PREVIOUS SURVEY DATED OCTOBER 13, 2003 BY PARKER AND ASSOCIATES LAND SURVEYING, PA.

REZONING PLAT
FOR
GREENVILLE UTILITIES COMMISSION (GUC)

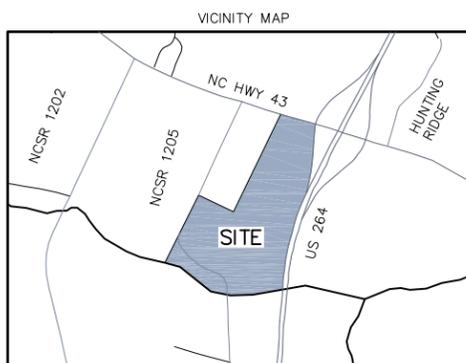
CITY OF GREENVILLE
PITT COUNTY

DATE
NORTH CAROLINA

OWNER : FORBES FARMS, LLC
ADDRESS : PO BOX 30189 GREENVILLE, NC 27833
PHONE : 252-756-0119 (JOHN DAY - OWNER'S AGENT)

 THE EAST GROUP 324 S. EVANS ST. GREENVILLE, NC 27834 (252) 758-3746 CORPORATE LICENSE NO. C0206	4325 LAKE BOONE TRAIL SUITE 311 RALEIGH, NC 27607 (919) 784-9330	SURVEYED : N/A	PROJECT # : 20160104
		DRAWN BY : SLJ	DATE : 5/23/16
		CHECKED : MSC	SCALE : 1" = 200'

Engineering • Architecture • Surveying • Technology



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.

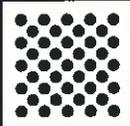
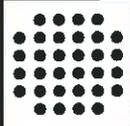
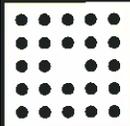
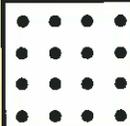
Residential Density		
Maximum density allowed by Zoning District based on average of 2.67 persons per dwelling unit		
High Density		
R6 R6-N R6-MH OR CDF	17 units per acre yields 45 persons per acre	
PUD	12 units per acre yields 32 persons per acre	
Medium Density		
R6-A	9 units per acre yields 24 persons 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

From: ecrawley@myglnc.com
To: [Chantae Gooby](#)
Subject: utility zoning
Date: Tuesday, June 21, 2016 3:09:02 PM

We at Pentad object to the zoning change adjoining our property on Rock Springs road by the utility Department.

Mary Jackson Crawley
Glenwood Earl Jackson

Nelda Stallings

Edward Jackson



City of Greenville, North Carolina

Meeting Date: 8/18/2016
Time: 6:00 PM

Title of Item: Ordinance requested by Happy Trail Farms, LLC to amend the Future Land Use Plan Map from office/institutional/multi-family (OIMF) and conservation/open space (COS) categories to a commercial (C) category containing 15.13+/- acres and to amend the Horizons: Greenville's Community Plan Focus Area (or commercial node) Map designation for the property located near the southwestern corner of the intersection of Allen Road and Landfill Road from a "Neighborhood Focus Area" to a "Regional Focus Area"

Explanation: **Abstract:** The City has received a request by Happy Trail Farms, LLC to amend the Future Land Use Plan Map from office/institutional/multi-family (OIMF) and conservation/ open space (COS) categories to a commercial (C) category containing 15.13+/- acres and to amend the Horizons: Greenville's Community Plan Focus Area (or commercial node) Map designation for the property located near the southwestern corner of the intersection of Allen Road and Landfill Road from a "Neighborhood Focus Area" to a "Regional Focus Area".

History/Background:

In 2001, the subject property was part of a large-scale extra-territorial jurisdiction (ETJ) extension and was zoned MRS (Medical-Residential-Single-family).

The current Future Land Use Plan Map (FLUPM) was adopted in 2004.

Comprehensive Plan:

The subject property is located in Vision Area F.

The FLUPM recommends commercial (C) at the southwestern corner of the intersection of Landfill Road and Allen Road transitioning to conservation/open space (COS) to buffer to the interior industry (I) then office/institutional/multifamily (OIMF) to the south.

The Future Land Use Map identifies certain areas for conservation/open space

uses. The map is not meant to be dimensionally specific and may not correspond precisely with 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 Land Use Plan designations, contextual considerations, and the general policies of the comprehensive plan.

Allen Road is designated as a "connector corridor" between MacGregor Downs Road and the Norfolk Southern Railroad then transitions to a "residential" corridor to its intersection with Dickinson Avenue.

Connector corridors are anticipated to contain a variety of higher intensity activities and uses whereas residential corridors are preferred to accommodate lower intensity residential uses. 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.

Urban Form Objectives

UF 21. To provide transition buffers and/or zoning between incompatible land uses.

UF 22. To ensure proper size of and spacing between focus areas.

Land Use Implementation Strategies

2(e). Concentrate commercial development in well-defined nodes.

2(h). Office/Institutional/Multi-family land uses should be developed along transportation thoroughfares to provide transition between commercial nodes and to preserve vehicle carrying capacity.

2(i). Office/Institutional/Multi-family development should be used as a buffer between light industrial and commercial development and adjacent lower density residential land uses.

3(c). Commercial development should be encouraged at the intersections of major roads (i.e. in a nodal fashion) consistent with the City's future land use plan map.

Horizons states: "...the location and size of commercial nodes included in this plan are not intended to be static. As the area surrounding the commercial nodes develops, large node definitions and possibly even shifts in location from one intersection to another may be warranted."

A neighborhood focus area is defined as containing less than 40,000 square feet of conditioned floor space. A regional focus area is defined as containing 400,000+ square feet of conditioned floor space.

The comprehensive plan describes regional focus areas as being typically at the crossing of major highways, serve as a major transit destination, provide significant concentration of jobs, and have a higher intensity of land uses. Neighborhood focus areas are only found in neighborhoods and must blend in with the residential surroundings in character and scale.

Under the current land use plan map recommendation, there are 27+/- acres shown as commercial. Staff would anticipate this area to yield 235,000+/- square feet of conditioned floor space. Under this amendment, there would be 42+/- acres shown as commercial. Staff would anticipate this area to yield 366,000+/- square feet of conditioned floor space.

Environmental Conditions/Constraints:

The are no known effects on the subject property.

Surrounding Land Uses and Zoning:

North: IU - Pitt County Landfill

South: RA20 and MRS - One single-family residence and woodlands

East: MRS - Four single-family residences and woodlands; MCH - One single-family residence and woodlands

West: IU - Pitt County Landfill

Thoroughfare/Traffic Volume (Summary):

Based on the analysis comparing the existing land use (1,230 daily trips) and requested land use, the proposed land use classification could generate 288 trips to and from the site on Allen Road, which is a net *decrease* of 942 less trips per day. Since the traffic analysis for the requested land use indicates that the proposal would generate less traffic than the existing land use, a traffic volume report was not generated.

Additional Staff Comments:

The subject property is impacted by its proximity to the Pitt County Landfill. The scope of uses for the subject property that would be complementary and/or appropriate are greatly diminished, especially in consideration of residential uses.

This request doesn't fully address the Future Land Use Plan Map for the adjacent properties that have been omitted, resulting in a land use pattern that does not support the intent and objectives to the Future Land Use Plan Map and other contextual considerations. Under the proposed request, the omitted properties are recommended for OIMF being surrounded by C. Horizons states that OIMF should be used as a buffer between light industrial and commercial development and adjacent lower density residential land uses.

There has not been a change in conditions in the local development pattern, street pattern, environment, or other major feature or plan which impacts the site in a manner or to a degree not previously anticipated at the time of adoption of the

Current FLUPM in 2004. It is reasonable to foresee this request as a catalyst for further amendments to the FLUPM on the undeveloped east side of Allen Road.

The present single-family residences along this portion of Allen Road have diminished long-term desirability due to their proximity to Allen Road, traffic volume, and age of housing stock.

The Horizons: Greenville's Community Plan 2010 Update provides criteria in determining if a change to the FLUPM is compatible.

The following are excerpts from the 2010 Update.

A FLUPM amendment request will be construed to be "compatible with the comprehensive plan" if:

(i) The proposed amendment is determined by Planning and Zoning Commission and City Council to be necessary as a result of changed conditions in the local development pattern, street pattern, environment or other major feature or plan, which impacts the site in a manner or to a degree not previously anticipated at the time of adoption of the Current FLUPM; and

(ii) The location of the proposed classification(s) support the intent and objective of the current FLUPM, Focus Area Map, and Transportation Corridor Map and other contextual considerations of the comprehensive plan; and

(iii) The resulting anticipated land use is properly located with respect to existing and future adjoining and area uses and the proposed change is not anticipated to cause undue negative impacts on localized traffic, the natural environment or existing land and future neighborhoods and businesses within and in proximity to the area of proposed amendment; and

(iv) The amendment is anticipated to result in a desirable and sustainable land use pattern to an equal or greater degree than existed under the previous plan recommendation.

Fiscal Note: No cost to the City.

Recommendation: Staff recommends denial of the ordinance requested by Happy Trail Farms, LLC to amend the Future Land Use Plan Map from office/institutional/multi-family (OIMF) and conservation/open space (COS) categories to a commercial (C) category containing 15.13+/- acres and to amend the Horizons: Greenville's Community Plan Focus Area (or commercial node) Map designation for the property located near the southwestern corner of the intersection of Allen Road and Landfill Road from a "Neighborhood Focus Area" to a "Regional Focus Area".

In consideration of the criteria listed in the 2010 Update regarding requests to amend the Future Land Use Plan Map, staff's opinion is that the request is

incompatible with the comprehensive plan based on the following criteria listed in the 2010 Update. The proposed request:

- is not the result of changed conditions in the local development pattern, street pattern, environment or other major feature or plan, which impacts the site in a manner or to a degree not previously anticipated at the time of adoption of the Current FLUPM in 2004;
- does not support the intent and objective of the current FLUPM, Focus Area Map, and Transportation Corridor Map and other contextual considerations of the comprehensive plan as the proposed regional focus area is not located on a major highway; and
- omits properties that should be considered with this request as to not cause undue negative impacts to existing land and future neighborhoods and businesses within and in proximity to the area of proposed amendment;

The Planning and Zoning Commission voted to approve the request at it June 21, 2016 meeting.

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

Attachments / click to download

-  [Attachments](#)
-  [Ordinance_Happy_Trail_Farms_FLUPM_amendment_1033389](#)
-  [Minutes_Happy_Trail_Farms_FLUPM_1032410](#)

ORDINANCE NO. 16-
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GREENVILLE
AMENDING HORIZONS: GREENVILLE'S COMMUNITY PLAN

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 18th day of August, 2016 at 6:00 p.m. in the City Council Chambers of City Hall in the City of Greenville, NC, conduct a public hearing on the adoption of an ordinance amending the Future Land Use Plan Map for the following described territory;

WHEREAS, the Horizons: Greenville's Community Plan was adopted on January 9, 1992 by the Greenville City Council per Ordinance 2412; and

WHEREAS, the Horizons: Greenville's Community Plan will from time to time be amended and portions of its text clarified by the City Council; and

WHEREAS, Future Land Use Plans are to be prepared to expand and clarify portions of the Horizons: Greenville's Community Plan; and

WHEREAS, the City Council of the City of Greenville has per Ordinance No. 97-73 adopted the Greenville Future Land Use Plan Map and associated text dated June 4, 1997 as an amendment to the Horizons: Greenville's Community Plan; and

WHEREAS, the City Council of the City of Greenville has per Ordinance No. 04-10 amended the Horizons: Greenville's Community Plan and Future Land Use Plan Map pursuant to the 2004 Update; and

WHEREAS, the Planning and Zoning Commission and the City Council have reviewed the Future Land Use Plan Map and a public hearing has been held to solicit public comment.

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

Section 1. The Future Land Use Plan Map is hereby amended by re-designating an "Office/institutional/multi-family" category and a "Conservation/open space" category to a "Commercial" category for the area described as being located at the Beginning at a point on the western right-of-way of NCSR 1203 (Allen Road), said point being the northeastern corner of the Tina Farmer Property as described in Estate File 2010, Page 510 of the Pitt County Clerk of Courts Office.

Leaving the western right-of-way of NCSR 1203 (Allen Road), N 62°46'16" W 144.00' to a point, thence S 33°53'23" W 100.00' to a point, thence N 62°41'46" W 181.12' to a point, thence N 54°21'22" W 157.15' to a point, thence N 59°23'59" W 469.01' to a point, thence N 29°41'21" E

706.41' to a point, thence S 60°56'13" E 245.26' to a point, thence N 31°27'25" E 260.37' to a point on the southern right-of-way of Norfolk and Southern Railway, thence with the southern right-of-way of Norfolk and Southern Railway, N 89°42'05" E 330.45', thence leaving the southern right-of-way of Norfolk and Southern Railway, S 21°22'56" W 455.52' to a point, thence S 88°40'04" W 249.07' to a point, thence S 21°53'24" W 114.07' to a point, thence S 65°42'18" E 416.67' to a point, thence S 28°51'03" W 100.00' to a point, thence S 66°57'07" E 155.00' to a point on the western right-of-way of NCSR 1203 (Allen Road), thence with the western right-of-way of NCSR 1203 (Allen Road), S 33°25'02" W 310.46' to the point of beginning containing 15.13+/- acres.

Section 2. The Focus Area Designation is hereby amended by re-designating a "Neighborhood Focus Area" to a "Regional Focus Area" for the area described as being located at the intersection of Allen Road and Landfill Road.

Section 3. That the Director of Community Development is directed to amend the Future Land Use Plan 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 18th day of August, 2016.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

Doc. # 1033389

Excerpt from the DRAFT Planning & Zoning Commission Minutes (06/21/2016)

ORDINANCE REQUESTED BY HAPPY TRAIL FARMS, LLC TO AMEND THE FUTURE LAND USE PLAN MAP FROM OFFICE/INSTITUTIONAL/MULTI-FAMILY (OIMF) AND CONSERVATION/OPEN SPACE (COS) CATEGORIES TO A COMMERCIAL (C) CATEGORY CONTAINING 15.13 ACRES AND TO AMEND THE HORIZONS: GREENVILLE'S COMMUNITY PLAN FOCUS AREA (OR COMMERCIAL NODE) MAP DESIGNATION FOR THE PROPERTY LOCATED NEAR THE SOUTHWESTERN CORNER OF THE INTERSECTION OF ALLEN ROAD AND LANDFILL ROAD FROM A "NEIGHBORHOOD FOCUS AREA" TO A "REGIONAL FOCUS AREA" – APPROVED

Ms. Gooby, Planner, delineated the property. This property is located adjacent to the Pitt County Landfill. A majority of the area is vacant with scattered single-family residences. No increase in traffic is anticipated so a traffic report was not prepared. There is a neighborhood focus area in this area. These nodes are anticipated to contain 40,000+/- square feet of conditioned floor space. Part of the request is to upsize the focus area designation to a "regional" focus area which is designed to contain over 400,000 square feet of conditioned floor space. The comprehensive plan describes regional focus areas as being located at the crossing of major highways while a neighborhood focus area should blend in with the residential neighborhood. Currently, there are 27+/- acres of commercial shown on the Future Land Use Plan Map. Staff would anticipate 235,000+/- square feet of commercial floor space. Under the request, there would be 42+/- total acres. Staff would anticipate 366,000+/- square feet of commercial floor space. There is commercial zoning at three corners of the intersection of Allen Road and Landfill Road and all are vacant. The current Future Land Use Plan Map recommends commercial at the southwestern corner of the intersection of Allen Road and Landfill Road transitioning to office/institutional/multi-family to the south and industrial to the interior. There is conservation/open space as a buffer around the landfill. Landfill Road is terminal. The subject property is impacted by its proximity to the landfill. The scope of uses is limited. The existing single-family residences have diminished long-term desirability. The comprehensive plan provides criteria on determining if a change on the map is compatible:

(i) The proposed amendment is determined by Planning and Zoning Commission and City Council to be necessary as a result of changed conditions in the local development pattern, street pattern, environment or other major feature or plan, which impacts the site in a manner or to a degree not previously anticipated at the time of adoption of the Current FLUPM; and

(ii) The location of the proposed classification(s) support the intent and objective of the current FLUPM, Focus Area Map, and Transportation Corridor Map and other contextual considerations of the comprehensive plan; and

(iii) The resulting anticipated land use is properly located with respect to existing and future adjoining and area uses and the proposed change is not anticipated to cause undue negative impacts on localized traffic, the natural environment or existing land and future neighborhoods and businesses within and in proximity to the area of proposed amendment; and

(iv) The amendment is anticipated to result in a desirable and sustainable land use pattern to an equal or greater degree than existed under the previous plan recommendation.

In staff's opinion, the request is incompatible and should be denied for several reasons:

- there has not been a change in the local development pattern, street pattern, environment or other major feature or plan, which impacts the site in a manner or to a degree not previously anticipated at the time of adoption of the Current FLUPM in 2004;

- it does not supports the intent and objective of the current FLUPM, Focus Area Map, and Transportation Corridor Map and other contextual considerations of the comprehensive plan as the proposed regional focus area is not located on a major highway and this request could be considered a linear expansion of commercial instead of keeping the commercial in a well-defined node; and
- this request omits properties that should be considered with this request as to not cause undue negative impacts to existing land and future neighborhoods and businesses within and in proximity to the area of proposed amendment; and
- it is reasonable that this request could be a catalyst for other amendments especially on the undeveloped east side of Allen Road.
-

Mr. Mills stated that the property backs up to the landfill and the category of OIMF is not ideal. Although, staff does not recommend approval of the request, commercial zoning may enhance the area and be a better fit next to the landfill.

Mr. Collins asked why the two single-family residences and a vacant lot, making the map look like a “donut hole”, were not included in the request.

Chairman King opened the public hearing.

Mr. Mike Baldwin, representative of the applicant, spoke in favor of the request. He stated the request was originally submitted as a rezoning and that Ms. Gooby recommended we submit a land use plan map amendment first. He did not want to include the “donut hole” properties because their signatures would have been required and that the property owners did not know anything about zoning. It was decided to leave that area out of the request because they probably wouldn’t understand. The land owner, Woody Whichard, spoke with the neighbors and they had no issues. He stated that the landfill now is only a transfer station but will always be there. There is about 1,000 feet from the landfill to Allen Road, which is a major thoroughfare. There is commercial at the intersection of Allen Road/Dickinson Avenue/Williams Road.

Ms. Bellis asked what uses could be there currently.

Mr. Baldwin stated it is OR so it could be offices or multi-family and under a restaurant under special use permit.

Ms. Bellis stated there is multi-family in the area and the Neighborhood Focus Area does not allow commercial.

Ms. Gooby stated the focus area indicates where commercial is anticipated and encouraged. The difference with this request is the amount of commercial that should be there that is would be “creeping” south along Allen Road. The current zoning of the property is not germane to this request.

Ms. Bellis asked how the commercial was zoned at the Dickinson intersection.

Ms. Gooby stated it is zoned heavy and general commercial.

Mr. Baldwin stated that Woodridge Office Park is zoned Residential-Agricultural but acts more like commercial.

Ms. Bellis stated that more commercial causes more traffic.

Mr. Baldwin stated that no traffic report was done and he doesn't believe it will have an impact.

Mr. Collins asked about the conservation open space area (COS).

Mr. Baldwin stated it is the buffer area that prevents ground water contamination to any water wells in the area. If the property is developed, water and sewer would be provided by GUC.

No one spoke in opposition.

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

Mr. Mills asked if the request included the parcels that create the "donut hole", would staff's opinion be different.

Ms. Gooby stated perhaps that the criteria state that the Planning and Zoning Commission and City Council have to determine if there is a change in a developmental pattern that was unforeseen at the time of the adoption of the FLUPM. Including the properties would certainly make the request more cohesive.

Mr. Mills asked if they need to consider all the criteria or individually.

Ms. Gooby stated yes.

Mr. Mills asked if the request has a reduction of traffic since no traffic report was done.

Ms. Gooby stated yes based on basic preliminary numbers.

Chairman King asked Mr. Baldwin to address the criteria and if his request was compatible.

Mr. Baldwin stated no comment but that the landfill speaks volume.

Ms. Darden asked Mr. Baldwin to speak on criteria #3 regarding natural environment.

Mr. Baldwin stated in time it will change. He doesn't believe it will remain single-family since it is on a major thoroughfare. It will have an effect but its life span will run out.

Ms. Darden asked if there would be a buffer around the single-family properties.

Mr. Baldwin stated yes a buffer is needed to comply with the Zoning Ordinance.

Mr. Robinson asked Mr. Baldwin to address #4 of the criteria regarding desirable and sustainable land use pattern and what benefits it will have.

Mr. Baldwin stated a tax base increase. Commercial by the landfill is sustainable and OIMF is not.

Mr. Robinson asked Mr. Baldwin if he anticipates commercial being a better use due to the landfill and major thoroughfare.

Mr. Baldwin stated yes.

Chairman King asked if the landfill was open and contained.

Ms. Gooby showed an aerial photo. She stated it currently is a drop off point and not active but will remain there.

Mr. Collins asked when the FLUPM was adopted.

Ms. Gooby stated it was originally adopted in 2004.

Mr. Collins asked if there have been any unforeseen changes in the first of the four conditions to be met.

Ms. Gooby stated there were no unforeseen changes since 2004.

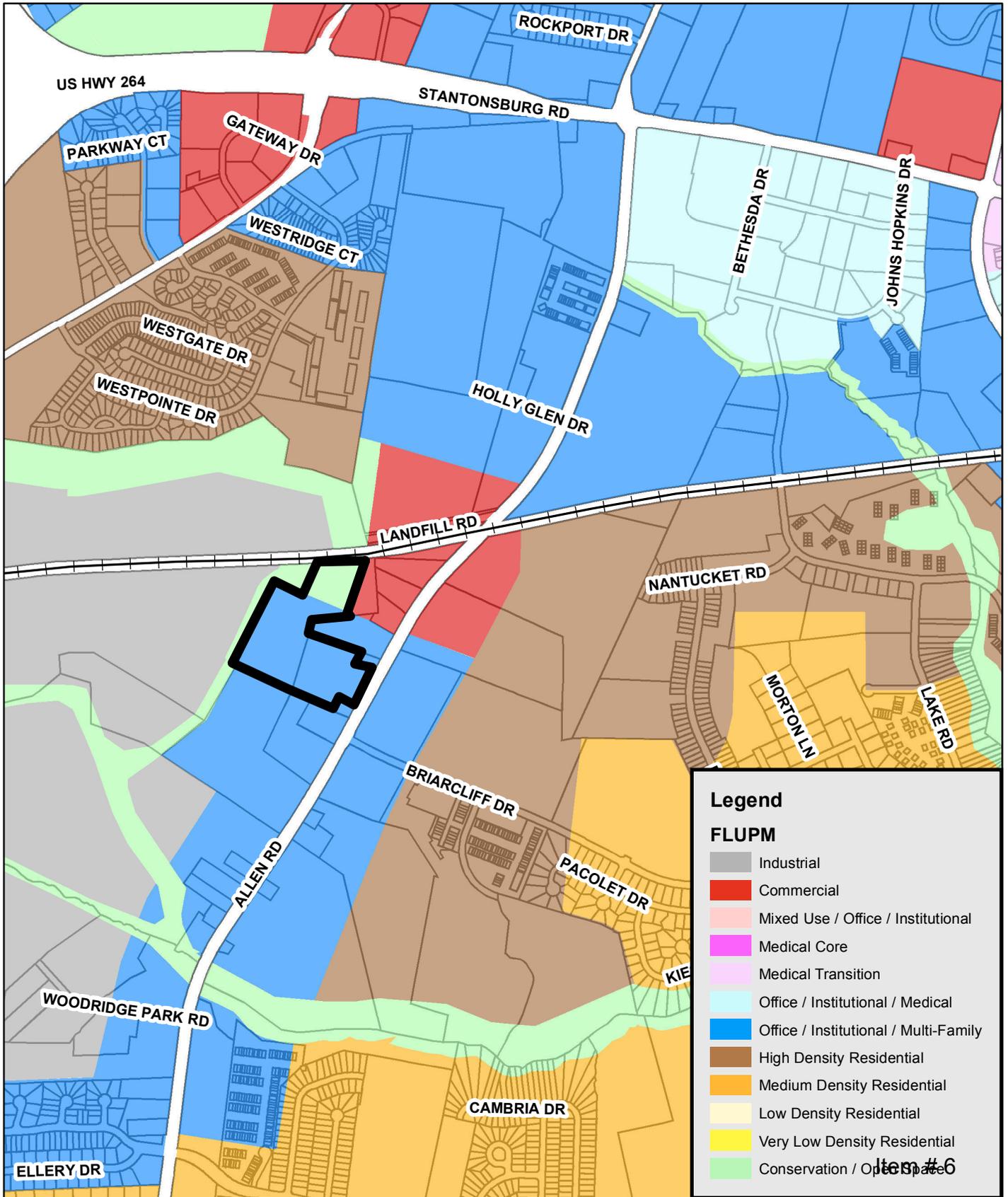
Mr. Baldwin stated Landfill Road is a freeway of trucks, the landfill is very loud and there is the operation of the train tracks. He stated a change on the land use map was an oversight.

Ms. Darden stated that the landfill is loud and smells and does not recommend living there.

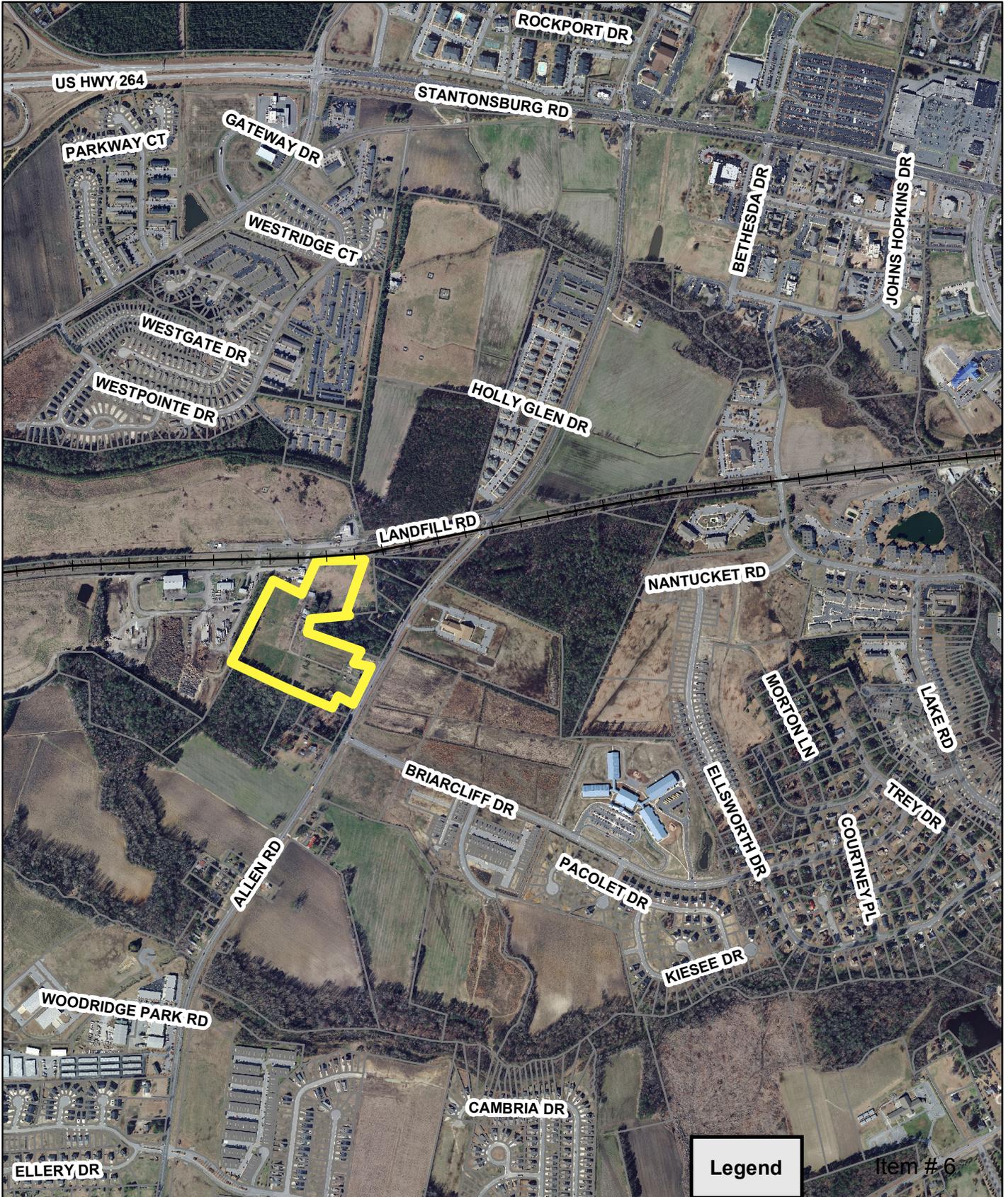
Mr. Mills asked members to consider what type of use they would assign to this area if they were currently on the Comprehensive Plan Board. The Commission should be good stewards of development that is realistic and not offensive to neighboring properties.

Motion made by Ms. Darden, seconded by Mr. Robinson, to approve the request. Motion carried unanimously.

Happy Trail Farms, LLC
From: OIMF and COS
To: C
15.13+/- acres
June 7, 2016



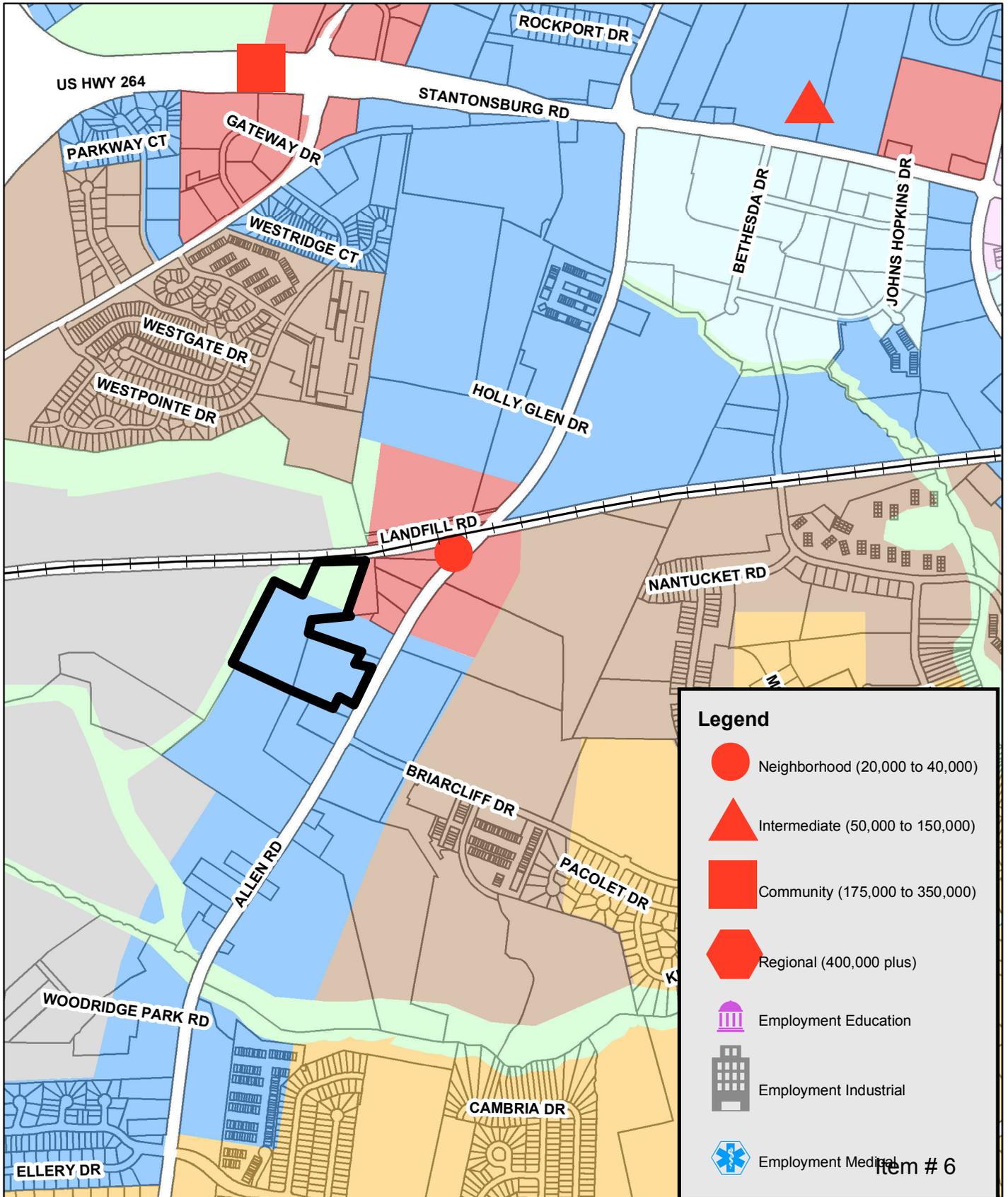
Happy Trail Farms, LLC
From: OIMF and COS
To: C
15.13+/- acres
June 7, 2016



Legend

Item # 6

Happy Trail Farms, LLC
From: Neighborhood Focus Area
To: Regional Focus Area
June 7, 2016



Y:\DRAWINGS\16-035 HAPPY TRAIL FARMS\Land Use Amendment Map.dwg Mon, Jun 13, 2016-8:18am MHERREJON

LANDFILL
IU
PITT COUNTY
PARCEL# 09982
DB L-42, PG 69

WOODED
RA-20
FIRST SOUTH BANK
PARCEL# 34804
DB 3030, PG 56

CURRENT LAND USE PLAN = OFFICE/INSTITUTIONAL/MULTY-FAMILY
AND CONSERVATION/OPEN SPACE
PROPOSED LAND USE PLAN AMENDMENT REQUEST = COMMERCIAL

15.134 ACRES

SINGLE-FAMILY
MRS
JOHN MOYE JR.
PARCEL# 35131
DB X-47, PG 731

SINGLE-FAMILY
MRS
SIDNEY BOWEN
and wife, SHIRLEY
HOUSE BOWEN
PARCEL# 34758
DB A-51, PG 744

WOODED
MRS
ANNE ALLEN HARDEE
PARCEL# 00334
ESTATE FILE: 2010-372

SINGLE-FAMILY
MRS
TIMOTHY V. DOUGHTRY
and wife, JO LYNNE
H. DOUGHTRY
PARCEL# 48252
DB 226, PG 236

SINGLE-FAMILY
MRS
GENE BOBBY HARDEE
and wife, ANNE
ALLEN HARDEE
PARCEL# 09627
DB E-43, PG 122

WOODED
MCH
CHARLES DONALD
SOUTHERLAND
PARCEL# 23323
DB 2203, PG 247

VACANT
MCH
BYPASS PROPERTIES III, LLC
PARCEL# 49996
DB 1609, PG 725

SINGLE-FAMILY
MRS
TINA FARMER
PARCEL# 36390
DB 2010E, PG 510

VACANT
OR
EDMONSON PROPERTIES, LLC
PARCEL# 73693
DB 2872, PG 860

SINGLE-FAMILY
MRS
DANIEL JOSEPH LIMA
and wife, HEATHER LYNN LIMA
PARCEL# 41741
DB 2382, PG 397

N.C.S.R. 1203 - ALLEN ROAD
(100' R/W 38' ASPHALT PUBLIC)

BRIARCLIFF DRIVE
(60' R/W 38' B/B PUBLIC)

- LEGEND**
- R/W = RIGHT-OF-WAY
 - EIP = EXISTING IRON PIPE
 - EIS = EXISTING IRON STAKE
 - SIP = SET IRON PIPE
 - ECM = EXISTING CONCRETE MONUMENT
 - C/L = CENTERLINE
 - DB = DEED BOOK
 - NPS = NO POINT SET
 - EPKN = EXISTING PARKER KALON NAIL
 - - - = NOT TO SCALE

PROPERTY OWNERS ADDRESSES WITHIN 100 FEET OF PROPERTY

BYPASS PROPERTIES III, LLC PO BOX 30803 GREENVILLE, NC 27833	DANIEL JOSEPH LIMA and wife, HEATHER LYNN LIMA 1620 ALLEN ROAD GREENVILLE, NC 27834	JOHN MOYE JR. 1719 GREENVILLE BOULEVARD GREENVILLE, NC 27834
CHARLES DONALD SOUTHERLAND PO BOX 123 GREENVILLE, NC 27835	EDMONSON PROPERTIES, LLC 2625 CHARLES BOULEVARD GREENVILLE, NC 27858	FIRST SOUTH BANK 1311 CAROLINA AVENUE WASHINGTON, NC 27889
GENE BOBBY HARDEE and wife, ANNE ALLEN HARDEE 1580 ALLEN ROAD GREENVILLE, NC 27834	TINA FARMER 1680 ALLEN ROAD GREENVILLE, NC 27834	PITT COUNTY 1717 WEST FIFTH STREET GREENVILLE, NC 27834
ANNE ALLEN HARDEE 1580 ALLEN ROAD GREENVILLE, NC 27834	SIDNEY BOWEN and wife, SHIRLEY HOUSE BOWEN PO BOX 2186 GREENVILLE, NC 27836	

NOTE: THE BEARINGS AND DISTANCES SHOWN ON THIS
MAP WERE TAKEN FROM INFORMATION PROVIDED BY
THE PITT COUNTY OPIS WEBSITE AND DOES NOT
REPRESENT AN ACTUAL SURVEY BY THIS FIRM.

GRAPHIC SCALE: 1" = 100'

SHEET 1 OF 1
LAND USE MAP
PLAN AMENDMENT REQUEST

PARCEL# 03030
TAX MAP# 4667-65-9154
PARCEL# 26179
TAX MAP# 4667-65-6537

HAPPY TRAIL FARMS, LLC

REFERENCE: DEED BOOK 3415, PAGE 635
OF THE PITT COUNTY REGISTER OF DEEDS

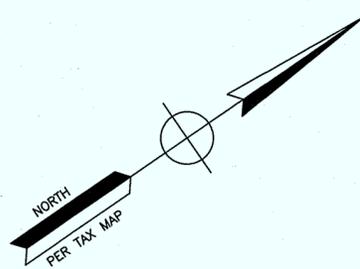
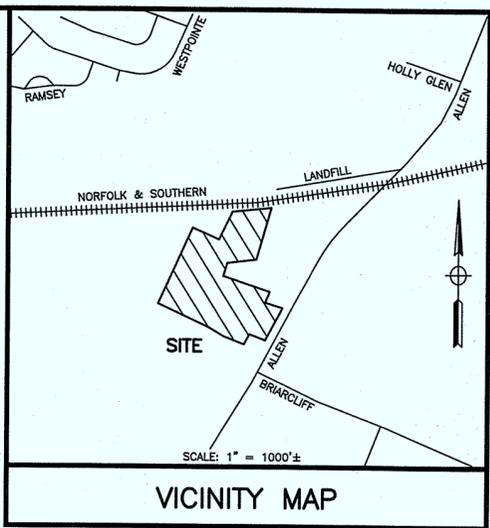
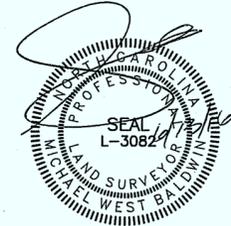
GREENVILLE TOWNSHIP, PITT COUNTY, NC

OWNER: HAPPY TRAIL FARMS, LLC
ADDRESS: P.O. BOX 1863
GREENVILLE, NC 27835
PHONE: (252) 916-9028

 Baldwin Design Consultants, PA ENGINEERING - SURVEYING - PLANNING 1700-D EAST ARLINGTON BOULEVARD GREENVILLE, NC 27858 252.756.1390	SURVEYED: N/A	APPROVED: MWB
	DRAWN: MAH	DATE: 04/14/2016
	CHECKED: MWB	SCALE: 1" = 100'

CLOSURE CHECK BOUNDARY

CHECKED: MAH DATE: 04/14/2016





City of Greenville, North Carolina

Meeting Date: 8/18/2016
Time: 6:00 PM

Title of Item: Ordinance to amend the Subdivision Ordinance by adding advertisement requirements for preliminary plat reviews by the Planning and Zoning Commission

Explanation: **Abstract:** The City of Greenville Planning and Zoning Commission initiated this text amendment to the Subdivision Ordinance to require the advertisement of preliminary plats prior to the Planning and Zoning Commission's review.

Explanation: Greenville's Subdivision Ordinance does not require newspaper advertisements for preliminary plat application reviews prior to Planning and Zoning Commission (P&Z) meetings. The P&Z initiated this text amendment to require that advertisements will be published in the newspaper prior to the P&Z Commission's review to help raise awareness to the public.

The Planning and Zoning Commission initially raised this item during its meeting on April 19, 2016. This item was further discussed during the June 21, 2016 P&Z meeting. The Planning and Zoning Commission held a public hearing for the proposed text amendment on July 19, 2016. Adopted and draft minutes from these three meetings are attached (Exhibit A).

Title 9, Chapter 5, Article B, Section 9-5-46 of the City Code is proposed to be amended by rewriting this section so that it shall read as follows. Underlined text denotes text to be added.

"Sec. 9-5-46 SAME; REVIEW PROCEDURE.

(a) The Planning and Zoning Commission shall review and take action on each preliminary plat duly presented to the Director of Community Development or designee. Before taking final action on the plat, the Planning and Zoning Commission shall hear the report of the Director of Community Development or designee and other public officials and agencies concerning the proposed development. If the preliminary plat is disapproved, the Planning and Zoning Commission shall specify the reasons for such action in writing.

(b) Before final action is taken by the Planning and Zoning Commission on a preliminary plat, notice that the preliminary plat will be reviewed at a meeting shall be published. The notice shall be given once a week for two successive weeks in a newspaper having general circulation in the area. The notice shall be published the first time not less than 8 days nor more than 25 days before the date of the meeting. In computing such period the day of publication is not to be included but the day of the meeting is to be included.”

Fiscal Note:

The cost to the City to advertise each preliminary plat two times before each Planning and Zoning Commission meeting will be an additional \$110. The Commission has been reviewing an average of approximately 5 plats a year over the last few years. The estimated additional cost to the City is approximately \$550 a year.

Recommendation:

In staff's opinion, the proposed Zoning Ordinance Text Amendment is in compliance with Horizons: Greenville's Community Plan.

The Planning and Zoning Commission voted unanimously to recommend approval of the request at its July 19, 2016 meeting. (Exhibit A)

If the City Council determines to approve the text amendment, a motion to adopt the attached text 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 the City Council determines to deny the text amendment, in order to comply with statutory requirements, it is recommended that the motion be as follows:

"Motion to deny the requested text amendment, to make a finding and determination that the requested text amendment is inconsistent with the comprehensive plan or other applicable plans, including but not limited to the following; Horizons: Greenville's Community Plan 2004, Section 4, Implementation Element, Administration: Objective 1 to establish effective citizen/public participation in the Greenville planning process; and Strategy 1(a) to advertise all meetings of the Greenville Planning and Zoning Commission and Board of Adjustment through newspaper advertisements and public service announcements."

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

Attachments / [click to download](#)

[Exhibit A](#)

[Ordinance Subdivision Text Amendment to Require Preliminary Plat advertisements 1032638](#)

ORDINANCE NO. 16-
AN ORDINANCE AMENDING THE SUBDIVISION ORDINANCE
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 18th day of August, 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 amending the City Code;

WHEREAS, in accordance 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 the ordinance involving the text amendment is consistent with the adopted comprehensive plan and other officially adopted plans that are applicable and that the adoption of the ordinance involving the text amendment 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, Horizons: Greenville's Community Plan, 2004, Section 4, Implementation Element, Administration, Objective 1 to establish effective citizen/public participation in the Greenville planning process and Strategy 1(a) to advertise all meetings of the Greenville Planning and Zoning Commission and Board of Adjustment through newspaper advertisements and public service announcements;

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, encourage effective citizen/public participation in the Greenville planning process;

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

Section 1: That Title 9, Chapter 5, Article B, Section 9-5-46 of the City Code is hereby amended by rewriting said section so that it shall read as follows:

Sec. 9-5-46 SAME; REVIEW PROCEDURE.

(a) The Planning and Zoning Commission shall review and take action on each

preliminary plat duly presented to the Director of Community Development or designee. Before taking final action on the plat, the Planning and Zoning Commission shall hear the report of the Director of Community Development or designee and other public officials and agencies concerning the proposed development. If the preliminary plat is disapproved, the Planning and Zoning Commission shall specify the reasons for such action in writing.

(b) Before final action is taken by the Planning and Zoning Commission on a preliminary plat, notice that the preliminary plat will be reviewed at a meeting shall be published. The notice shall be given once a week for two successive weeks in a newspaper having general circulation in the area. The notice shall be published the first time not less than 8 days nor more than 25 days before the date of the meeting. In computing such period the day of publication is not to be included but the day of the meeting is to be included.

Section 2. That any part or provision of this ordinance found by a court of competent jurisdiction to be in violation of the Constitution or laws of the United States or North Carolina is hereby deemed severable and shall not affect the validity of the remaining provisions of the ordinance.

Section 3. That this ordinance shall become effective immediately upon adoption.

Adopted this 18th day of August, 2016.

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk

Exhibit A

MINUTES ADOPTED BY THE GREENVILLE PLANNING AND ZONING COMMISSION
April 19, 2016

The Greenville Planning and Zoning Commission met on the above date at 6:30 p.m. in the Council Chambers of City Hall.

	Mr. Tony Parker –Chair-*	
Mr. Terry King - *		Ms. Chris Darden – *
Mr. John Collins -*		Ms. Margaret Reid - *
Ms. Ann Bellis - *		Mr. Dustin Mills - *
Mr. Doug Schrade - *		Mr. Les Robinson-*
Ms. Betsy Leech-*		Mr. Anthony Herring -X

The members present are denoted by an * and the members absent are denoted by an X.

VOTING MEMBERS: King, Collins, Schrade, Bellis, Mills, Leech, Darden, Reid, Robinson (3rd item only)

PLANNING STAFF: Thomas Weitnauer, Chief Planner; Andy Thomas, Lead Planner; Chantae Gooby, Planner II and Elizabeth Blount, Planner I.

OTHERS PRESENT: Dave Holec, City Attorney; Scott Godefroy, City Engineer and Kelvin Thomas, Communications Technician.

MINUTES: Motion was made by Ms. Leech, seconded by Ms. Bellis, to accept the March 15, 2016 minutes as presented. Motion carried unanimously.

NEW BUSINESS

REZONINGS

ORDINANCE REQUESTED BY RUBEN GLENN WILEY TO REZONE 0.716 ACRES LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF NORTH GREENE STREET AND EAST GUM ROAD FROM CDF (DOWNTOWN COMMERCIAL FRINGE) TO CH (HEAVY COMMERCIAL) – APPROVED

Ms. Gooby, Planner, delineated the property. The property is located along North Greene Street and East Gum Road. The majority of the area is vacant due to damage from Hurricane Floyd and the properties were subsequently purchased by the City via the Buy-Out program. These properties must remain in the ownership of the City in perpetuity. The area is impacted by the 100-year floodplain and floodway associated with the Tar River. North Greene Street is a connector corridor which is intended to accommodate a variety of uses. Since the current and proposed zoning districts will allow the same size of development, a traffic report was not generated. The properties between North Greene Street and North Pitt Street from Farmer Street to Pactolus Highway are zoned CDF. This rezoning will allow expanded uses in addition to the uses allowed in the current zoning district. The Future Land Use Plan Map recommends

commercial between North Greene Street and North Pitt Street transitioning to conservation/open space to acknowledge the residential properties that were damaged and purchased by the City. It is also important to note that non-residential properties were not eligible for the Buy-Out program, which is why commercial and industrial uses are shown on the Future Land Use Plan Map. In staff's opinion, the request is in compliance with Horizons: Greenville's Community Plan and the Future Land Use Plan Map. The proposed zoning would have little impact on the few remaining residential properties in the area.

Chairman Parker opened the public hearing.

Mr. Mike Baldwin, Baldwin Design Consultants, representative of the applicant, 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.

Ms. Gooby stated the additional uses allowed in heavy commercial compared to downtown commercial.

Motion made by Mr. Schrade, 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.

PRELIMINARY PLATS

REQUEST BY V-SLEW FOR A PRELIMINARY PLAT ENTITLED "PARKSIDE BLUFF, SECTION 2, PHASES 1 & 2". THE PRELIMINARY PLAT, PARKSIDE BLUFF, SECTION 2, PHASES 1 & 2 IS LOCATED NORTH OF EAST TENTH STREET AT ITS INTERSECTION WITH PARKSIDE DRIVE. THE PROPERTY IS FURTHER IDENTIFIED AS TAX PARCEL #10412. THE PRELIMINARY PLAT CONSISTS OF 4 LOTS ON 32.839 ACRES. THE PROPERTY OWNER AND DEVELOPER IS V-SLEW, LLC - CONTINUED

The Planning Staff asked for a continuance in order to obtain clarity on some issues that involve other governmental agencies.

Ms. Bellis asked if a notice was submitted to the local paper about the preliminary plat.

Mr. Andy Thomas stated that it is not required by general statues and that a first class letter was mailed to all the adjoining property owners.

Ms. Bellis asked if the wording for the request be submitted to the paper so that all citizens have the opportunity to know.

Attorney Holec stated that staff is complying with state statutes and suggested that the item be discussed further after the last agenda item.

Motion made by Mr. Schrade, seconded by Mr. Mills, to continue the agenda item to next month's meeting. Motion passed unanimously.

OTHER

PETITION TO CLOSE A PORTION OF ELEVENTH STREET BETWEEN CHARLES BOULEVARD AND CHARLES STREET - APPROVED

Mr. Mills asked to be recused from the agenda item because he had a conflict of interest.

Motion made by Mr. King, seconded by Ms. Reid, to recuse Mr. Mills from the discussion. Motion passed unanimously.

Mr. Scott Godefroy, Chief Engineer, presented the petition. Mr. Godefroy stated the City of Greenville received this application for a street closing from Taft Ward Investments that proposes the closure of a portion of Eleventh Street located between Charles Boulevard and Charles Street. The petitioners are the owners of all of the property adjoining the street section requested to be closed. Taft-Ward Investments will redevelop properties along this section of Eleventh Street.

The petition has been reviewed by City staff and Greenville Utilities Commission (GUC). GUC has requested an easement over and upon the utilities that will remain in the closed street right-of-way.

Ms. Leech asked how the petition would impact parking.

Mr. Godefroy stated that the development has .75 parking spaces that will handle the student population.

Ms. Leech asked if the closure would impact parking even further.

Mr. Godefroy said it should not because the developer encompassed the Eleventh Street parking in his calculations. There will not be any street parking because it will be covered in the development.

Ms. Bellis asked if the closure was temporary or permanent.

Mr. Godefroy stated it will be permanent.

Ms. Bellis asked if the houses on the south side of Eleventh Street would be removed.

Mr. Godefroy stated yes.

Mr. Jim Walker, representative of Taft Ward Investments, spoke in favor of the request. They have been working with staff and GUC to redirect utilities that serve the area. He distributed a sketch of the proposed development that allows fifteen spaces at the entrance of Eleventh Street. The petition closes Eleventh Street but they are maintaining access for people to enter off Charles Blvd in order to go into the shopping center or go to Charles Street. They are also providing surface parking for the retail center. There will be a blanket easement available until all the utilities are redirected. Once everything has been approved, the easement will be abandoned.

Ms. Reid asked for clarity concerning the easement.

Mr. Walker stated that there were live utilities serving the area and that the developer had to ask for the abandonment due to standard procedures.

Mr. Mike McCarty, one of the petitioners, spoke in favor of the request. He stated he could answer questions concerning the development plans.

No one spoke in opposition of the request.

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

Chairman Parker stated that the developers have worked with the property owners to resolve any issues.

Motion made by Mr. Collins, seconded by Mr. Robinson, to approve the petition. Motion passed unanimously.

Attorney Holec suggest that the commission direct any preliminary plats on the May or June agenda to be advertised and that the policy change to advertise preliminary plats be added to the June agenda.

Chairman Parker stated that the suggestion gives the commission a good working solution for a permanent procedure.

Ms. Leech asked if the advertisement could be included with the City Council meeting announcements.

Attorney Holec stated that the City has many boards and it would become an expense to advertise all boards.

Mr. Mills asked if the advertisement for preliminary plats would officiate a public hearing.

Attorney Holec stated that preliminary plats are open up for public comment. The only change would be that a notice be placed in advance for the plat. The standard practice would still occur for a preliminary plat.

Mr. Mills stated that he is inclined not to add additional burdens on the development community if the property is zoned properly and approved by staff.

Mr. King asked if the public hearing is mandated by general statutes.

Attorney Holec stated no, the hearing is the City's practice. When the policy change is placed on the June agenda, it is not open for public comment, it is just board discussion.

Motion made by Ms. Bellis, seconded by Ms. Darden, to advertise any preliminary plats for the May or June Planning and Zoning Commission meetings in the newspaper in the City Page in advance of the meeting and that the policy change for advertising preliminary plats be added to the June agenda. Motion passed unanimously.

Chief Planner Tom Weitnauer announced that Andy Thomas, Lead Planner was retiring in April.

With no further business, a motion was made by Mr. King, seconded by Ms. Darden to adjourn. Motion passed unanimously. Meeting adjourned at 7:13 p.m.

Respectfully Submitted,

Merrill Flood, Secretary to the Commission
Director of Community Development Department

MINUTES ADOPTED BY THE GREENVILLE PLANNING AND ZONING COMMISSION
June 21, 2016

The Greenville Planning and Zoning Commission met on the above date at 6:30 p.m. in the Council Chambers of City Hall.

Mr. Terry King –Vice Chair *
Mr. Dustin Mills - * Ms. Chris Darden – *
Mr. Doug Schrade – X Ms. Ann Bellis – *
Ms. Margaret Reid - X Mr. John Collins - *
Ms. Betsy Leech –X Mr. Les Robinson - *
Mr. Anthony Herring – * Mr. Michael Overton - X

The members present are denoted by an * and the members absent are denoted by an X.

VOTING MEMBERS: Mills, Bellis, Darden, Collins, Herring, Robinson

PLANNING STAFF: Thomas Weitnauer, Chief Planner; Chantae Gooby, Planner II and Amy Nunez, Staff Support Specialist II.

OTHERS PRESENT: Dave Holec, City Attorney; Merrill Flood, Assistant City Manager and Kelvin Thomas, Communications Technician.

MINUTES: Motion was made by Mr. Mills, seconded by Mr. Robinson to accept the May 17, 2016 minutes as presented. Motion carried unanimously.

NEW BUSINESS

REZONINGS

ORDINANCE REQUESTED BY GREENVILLE UTILITIES COMMISSION TO REZONE 83.15 ACRES LOCATED AT THE SOUTHWESTERN CORNER OF THE INTERESECTION OF MARTIN LUTHER KING JR HIGHWAY AND NC HIGHWAY 43 FROM RA20 (RESIDENTIAL-ARGICULTURAL) TO CH (HEAVY COMMERCIAL) - APPROVED

Ms. Gooby, Planner, delineated the property. She stated the request was for a portion of the property and 25+/- acres was not included in this request. A majority of the area is vacant. Ironwood Subdivision is to the west. No increase in traffic is anticipated so a traffic report was not prepared. There is an intermediate focus area in this area. These nodes are anticipated to contain 50,000-150,000 square feet of conditioned floor space. Both Martin Luther King, Jr. Highway and NC Highway 43 are considered gateway corridors, which are designed to carry large volumes of traffic into the city. Under the current zoning, the site could accommodate 120-150 single-family units. Under the current zoning, staff anticipates a 120,000 square feet of public utility facility. The Future Land Use Plan Map recommends commercial at the intersection of Martin Luther King, Jr. Highway and NC Highway 43 transitioning to

Mr. Baldwin stated yes.

Chairman King asked if the landfill was open and contained.

Ms. Gooby showed an aerial photo. She stated it currently is a drop off point and not active but will remain there.

Mr. Collins asked when the FLUPM was adopted.

Ms. Gooby stated it was originally adopted in 2004.

Mr. Collins asked if there have been any unforeseen changes in the first of the four conditions to be met.

Ms. Gooby stated there were no unforeseen changes since 2004.

Mr. Baldwin stated Landfill Road is a freeway of trucks, the landfill is very loud and there is the operation of the train tracks. He stated a change on the land use map was an oversight.

Ms. Darden stated that the landfill is loud and smells and does not recommend living there.

Mr. Mills asked members to consider what type of use they would assign to this area if they were currently on the Comprehensive Plan Board. The Commission should be good stewards of development that is realistic and not offensive to neighboring properties.

Motion made by Ms. Darden, seconded by Mr. Robinson, to approve the request. Motion carried unanimously.

OTHER ITEMS OF BUSINESS

DISCUSSION ITEM – REQUIRE PRELIMINARY PLATS TO BE ADVERTISED

Mr. Weitnauer stated that during the April 19, 2016 Planning and Zoning Commission meeting, the Commission approved a motion to add an item to the June 2016 agenda to discuss a policy change for advertising preliminary plats. If the Commission decides to recommend a requirement to advertise preliminary plats, it could be added in the City of Greenville Code of Ordinances, Title 9, Chapter 5: Subdivisions, Article B. Procedure for Review and Approval of Subdivision Plats, Sec. 9-5-46: Same; Review Procedure. In compliance with the Planning and Zoning Commission's approved motion on April 19, 2016, the City advertised a preliminary plat in advance of the May 17, 2016 Planning and Zoning Commission meeting. The cost to the City for the advertisement was an additional \$55. The Commission has been reviewing an average of approximately 5 plats a year over the last few years. If a requirement is added to advertise preliminary plats, the annual cost to the City could be approximately \$275. Topics the Commission may want to discuss may include: timeframe to advertise prior to Commission

meetings; content of the advertisement; and anticipated cost to the City. Pros: notice of those wanting to attend the meeting. Cons: occasionally items are removed and people will show up and the item is not heard, cost to City, and if something was to be heard but not advertised then it gets held up. Another option would be to post a sign regarding the hearing. Currently letters are sent to property owners within 300 feet regarding the upcoming P&Z meeting, meetings are listed on the City page, advertised on GTV and on the City calendar. The full P&Z agenda is also available on the City website.

Ms. Bellis stated she initiated the discussion. Many of the plats are on very large properties. A recent plat request received of a large piece of land on 10th Street was surrounded by vacant land, City property and the cemetery. Few people would have been notified by letters and the citizens of Greenville need to know. The cost for the advertisement is minuscule. She feels strongly that plats need to be advertised two weeks in advance. Also regarding pulling items off the agenda is similar to advertised items pulled of the Board of Adjustment or City Council agendas.

Attorney Holec stated that in order to pursue the request, a motion to initiate an amendment to the subdivision ordinance for preliminary plats to be advertised once a week for two successive weeks prior to the hearing.

Motion made by Ms. Bellis, seconded by Ms. Darden , to initiate an amendment to the subdivision ordinance for preliminary plats to be advertised once a week for two successive weeks prior to the hearing and for advertisements to continue in the meantime. Motion carried unanimously.

ELECTION OF OFFICERS

Attorney Holec stated there are two officers elected, the Chairman and the Vice-Chairman. The procedure is to call for nominations. Any member can make nominations. No second is required. Allow opportunity for as many nominations as possible. Once all nominations are made, the nominations period is closed. Voting will be done in the order nominations were received. Once a member receives the majority vote, then that person is elected and voting ceases.

Mr. Collins nominated Terry King for Chairman. Attorney Holec asked if there were any more nominations. None heard, he declared nominations closed.

Mr. Terry King was unanimously elected Chairman.

Mr. Herring nominated Dustin Mills for Vice-Chairman. Attorney Holec asked if there were any more nominations. None heard, he declared nominations closed.

Mr. Dustin Mills was unanimously elected Vice-Chairman.

REQUEST FOR A MEMBER OF THE PLANNING AND ZONING COMMISSION TO
SERVE ON THE ACTIVE TRANSPORTATION MASTER PLAN STEERING COMMITTEE

DRAFT OF MINUTES PROPOSED FOR ADOPTION BY THE GREENVILLE PLANNING
AND ZONING COMMISSION

July 19, 2016

The Greenville Planning and Zoning Commission met on the above date at 6:30 p.m. in the Room 337 of City Hall.

Mr. Terry King –Chair *

Mr. Dustin Mills - *	Ms. Chris Darden – *
Mr. Doug Schrade – *	Ms. Ann Bellis – *
Ms. Margaret Reid - *	Mr. John Collins - *
Ms. Betsy Leech –X	Mr. Les Robinson - *
Mr. Anthony Herring – *	Mr. Michael Overton - *

The members present are denoted by an * and the members absent are denoted by an X.

VOTING MEMBERS: Mills, Schrade, Bellis, Darden, Reid, Collins, Herring, Robinson

PLANNING STAFF: Thomas Weitnauer, Chief Planner; Michael Dail, Lead Planner and Amy Nunez, Staff Support Specialist II.

OTHERS PRESENT: Dave Holec, City Attorney and Merrill Flood, Assistant City Manager

MINUTES: Motion was made by Mr. Schrade, seconded by Ms. Darden to accept the June 21, 2016 minutes as presented. Motion carried unanimously.

NEW BUSINESS

PRELIMINARY PLAT

REQUEST BY THE CONVENGTION GROUP, LTD, ETAL FOR A PRELIMINARY PLAT ENTITLED, “CONVENGTION DOWNE SUBDIVISION, BLOCK G”, LOCATED NORTHWEST OF THE INTERSECTION OF E. ARLINGTON BOULEVARD AND E. FIRE TOWER ROAD. THE SUBJECT PROPERTY IS FURTHER IDENTIFIED AS TAX PARCEL NUMBER 33117. THE PROPOSED PLAT CONSISTS OF 5 LOTS TOTALING 19.95 ACRES. - APPROVED

Ms. Michael Dail, Lead Planner, delineated the property. He stated the request is located in the southeastern portion of the City, more specifically northwest of the intersection of E. Arlington Boulevard and E. Fire Tower Road. It is east of the Carmike Cinemas. The purpose of this plat is to establish a street pattern, Turnbury Drive, for the subject property, to create 5 commercial lots (4, 6, 7, 16, and 17) which are 13.76 acres and to modify 3 existing lots (5, 13, and 14). All five of the new lots are zoned CG (General Commercial). Lots 5, 13, and 14 were reviewed by the Subdivision Review Board and created by the final plat process. The modifications to lots 5, 13, and 14 will become a portion of the right-of-way for the new Turnbury Drive. The southern

section of Turnbury Drive is the part of the driveway to Wal-Mart. This section was built to City public street standards with the anticipation that it would become a public street. The plat was created to accept the public street and have Turnbury Drive connect to be one continuous street. Further subdividing of the lots may occur depending on the development pattern. The public hearing of this preliminary plat was advertised in the Daily Reflector on July 7 and July 11, 2016, as requested by the Commission.

Chairman King opened the public hearing.

Mr. Brian Fugundis, with Ark Consulting Group, spoke in favor of the request on behalf of the applicant. He stated he was prepared to answer questions.

No one spoke in opposition.

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

No discussion was made.

Motion made by Mr. Schrade, seconded by Mr. Mills, to approve the preliminary plat. Motion carried unanimously.

TEXT AMENDMENTS

ORDINANCE TO AMEND THE SUBDIVISION ORDINANCE BY ADDING ADVERTISEMENT REQUIREMENTS FOR PRELIMINARY PLAT REVIEWS BY THE PLANNING AND ZONING COMMISSION. – APPROVED

Mr. Weitnauer presented the ordinance. He stated the ordinance is to amend the Subdivision Ordinance by adding advertisement requirements for preliminary plat reviews by the Planning and Zoning Commission. The City of Greenville Planning and Zoning Commission initially raised the item during the April 19, 2016 P&Z meeting and had further discussion during the June 21, 2016 P&Z meeting. This text amendment is to require the advertisement of preliminary plats prior to the Planning and Zoning Commission's review. The following will be added to the subdivision ordinance:

b) Before final action is taken by the Planning and Zoning Commission on a preliminary plat, notice that the preliminary plat will be reviewed at a meeting shall be published. The notice shall be given once a week for two successive weeks in a newspaper having general circulation in the area. The notice shall be published the first time not less than 8 days nor more than 25 days before the date of the meeting. In computing such period the day of publication is not to be included but the day of the meeting is to be included."

He stated that the language is similar to other boards. The plat will be advertised two times before the hearing. Staff found that the request is in compliance with the Horizons: Greenville's Community Plan, 2004, Section 4, Implementation Element, Administration, Objective 1 to establish effective citizen/public participation in the Greenville planning process and Strategy

1(a) to advertise all meetings of the Greenville Planning and Zoning Commission and Board of Adjustment through newspaper advertisements and public service announcements.

Mr. Schrade asked if Staff agreed or disagreed with the proposed amendment.

Mr. Weitnauer stated the cost to the City to advertise each preliminary plat two times before each Planning and Zoning Commission meeting will be an additional \$110. The Commission has been reviewing an average of approximately 5 plats a year over the last few years. The estimated additional cost to the City is approximately \$550 a year. There is basis for the request. He stated Ms. Bellis mentioned that there are large subdivisions that with the lack of notification, people would not be aware. Staff is in agreement.

Chairman King opened a public hearing.

No one spoke in favor or in opposition.

Chairman King closed the public hearing and opened for board discussion

No discussion was made.

Motion made by Ms. Bellis, seconded by Ms. Darden, to approve the request. Motion carried unanimously.

OTHER ITEMS OF BUSINESS

DISCUSSION ITEM – STAFF BRIEFING ON THE BACKGROUND AND PROGRESS OF THE DRAFT LONG-RANGE PLANNING DOCUMENT ENTITLED, HORIZONS 2026: GREENVILLE’S COMMUNITY PLAN.

Mr. Weitnauer stated the item was to give the Commission the background and progress of the Plan. He stated it currently is in the draft/adoption stage. The Horizons 2026 Public Review Draft and the Plan's Appendices have been posted on the project website under the "Work Products" button at the following address: Horizons.GreenvilleNC.gov. A summary report from the Open House, June 20, 2016 at the Greenville Convention Center, is also posted on the project website under the "Public Participation" button. He stated that during his tenure as a planner, this is one of the best plans he has seen. It has been tailored to the community by the consultants, Clarion and Associates based in Chapel Hill, NC. Next month, Clarion and Associates will conduct the public hearing of the Horizons 2026 Plan for the Commission to consider recommendation of adoption to the City Council. He presented a power point presentation highlighting the background and progress of the Plan. A few highlights:

How the Plan is used: 1. Articulates the community vision. 2. Policy guidance for decision making in: growth management, rezoning and development cases, capital improvements, and



City of Greenville, North Carolina

Meeting Date: 8/18/2016
Time: 6:00 PM

Title of Item: Acceptance of Building Reuse Grant for the Uptown Brewing Company

Explanation: **Abstract:** The North Carolina Department of Commerce approved a grant in the amount of \$60,000 for a Greenville craft brewer, Uptown Brewing Company, under the Rural Development Division Building Reuse Grant program. The grant requires a five percent (5%) match from the City of Greenville. In accordance with State of NC law, local jurisdictions are required to hold public hearings prior to the approval of economic development incentives.

Explanation: The North Carolina Department of Commerce approved a Building Reuse Grant in the amount of \$60,000 for a Greenville craft brewer, Uptown Brewing Company. At the May 12, 2016 meeting, City Council had passed a resolution in support of this grant application, agreeing to fund the five percent local match, which is \$3,000. A public hearing is now required prior to approving the \$3,000 local match.

The Uptown Brewery, LLC partners signed a lease at 418 Evans Street to occupy 3,764 square feet of space in the Brody Building which has been vacant for more than 30 years. This new venture will create 18 new full-time jobs, of which 12 jobs were counted by the Rural Development Division as counting toward its job creation formula (12 jobs x \$5,000 per job = \$60,000). The 12 jobs counted by the Rural Development Division will have an annual average wage of \$26,000, with half of those workers receiving employer-paid health premiums. The property owner and Uptown Brewing Company will invest over \$500,000 in tenant improvements and equipment, which will transform the vacant building into a superior craft beer production facility with a taproom.

The City's match represents a local economic development incentive for an economic development project pursuant to North Carolina General Statute 158-7.1. It is offered in consideration of the expected public benefits accrued as a result of the project – job creation. Under North Carolina state law, a public hearing is required prior to consideration of such incentives.

Fiscal Note:

The Building Reuse Grant program administered through the NC Department of Commerce awarded Uptown Brewery a \$60,000 grant. The grant requires a 5% cash match from the City of Greenville in the amount of \$3,000, with the Department of Commerce paying the other 95% of the grant amount, or \$57,000. Funds to match the grant will be added to the FY 2016-2017 budget in a line item designated for economic development matching funds.

Recommendation:

Staff recommends that City Council hold a public hearing and then accept the grant for the Uptown Brewery's Building Reuse project.

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

Attachments / click to download

 [Building Reuse Resolution](#)

 [Uptown Brewing Company Contract and Attachments](#)



Rural Economic Development
COMMERCE

PAT McCRRORY
Governor

JOHN E. SKVARLA, III
Secretary

July 5, 2016

The Honorable Allen M. Thomas
City of Greenville
Post Office Box 7207
Greenville, NC 27835-7207

Re: Contract Agreement for Grant Number 2016-061-3201-2587; Your Signature and Reply is Requested
Project Title: "Project Uptown Brewery"

Dear Mayor Thomas:

Enclosed for your review and signature are two complete sets of contract documents required to finalize the grant award from the North Carolina Rural Infrastructure Authority. Below is a description of the documents enclosed along with an explanation of the signatures required for each document.

Document:	Document Description:	Signed By:
Grant Agreement	Contract: Outlines the terms of Grant Agreement between the Department of Commerce and the Unit of Local Government.	Highest Elected Official - Unit of Local Government
Exhibit A	Scope of Services: Outlines the scope of the renovation/construction project.	No Signature Required
Exhibit B	Payment Schedule: Outlines the process for the Unit of Local Government to request reimbursements from Department of Commerce.	No Signature Required
Exhibit C	Reporting Schedule: Outlines the schedule of reports that are due from the Unit of Local Government to the Department of Commerce and when they are due.	No Signature Required
Exhibit D	Closeout/Job Requirements: Outlines the process for the Unit of Local Government to report the creation and maintenance of jobs to the Department of Commerce.	No Signature Required
Exhibit E	Legally Binding Commitment (LBC): Outlines terms and conditions of the Loan.	Highest Elected Official - Unit of Local Government and Legal Property Owner listed on the Deed.
Exhibit F	Promissory Note: Defines the repayment terms of the Loan in the event of default.	Legal Property Owner listed on the Deed.
Exhibit G	Limited Waiver of Confidentiality: Contains employment information reported to the Department of Commerce's Division of Employment Security.	Each Business involved in the project.
Exhibit H-1	Iran Divestment Act Certification	Highest Elected Official - Unit of Local Government.
Exhibit H-2	Iran Divestment Act Certification	Legal Property Owner listed on the Deed.

Execute two originals of these documents and return one of them to my attention at the address below within thirty (30) days of your receipt of these materials. Failure to return the documents within the requested time frame could lead to the grant being withdrawn as outlined in Paragraph 24 of the Grant Agreement.

If you have any questions regarding the enclosed documents, please contact me at (919) 814-4671.

Sincerely,

Nichole M. Gross
Data and Compliance Specialist

Enclosure



Rural Economic Development Grant Agreement, Private Owner
BUILDING REUSE PROGRAM

2016-061-3201-2587

The North Carolina Department of Commerce (“Commerce”), an agency of the State of North Carolina (“State”), enters into this Rural Economic Development Grant Agreement (“Grant Agreement”) with the **City of Greenville** (the “Governmental Unit” and, together with Commerce, the “Parties”).

WHEREAS, the North Carolina General Assembly (“General Assembly”) has determined that it is the policy of the State to stimulate economic activity and to create new jobs for citizens of the State by providing matching grants or loans to specific local governmental units so as to productively reuse certain buildings and properties or expand rural health care facilities subject to the requirements of N.C.G.S. §§143B-472.127 and .128; and

WHEREAS, under N.C.G.S. §143B-472.128, the General Assembly created the North Carolina Rural Infrastructure Authority (“Rural Authority”) to review applications for and, where appropriate, authorize such matching grants or loans, and, under N.C.G.S. §§143B-472.126 and .127, the General Assembly authorized Commerce to administer such grants or loans; and

WHEREAS, pursuant to N.C.G.S. §§143B-472.127 and .128, and based on the terms, conditions and representations in this Grant Agreement’s Exhibits A (Scope of Project), Exhibit B (Payment Schedule), Exhibit C (Reporting Schedule), Exhibit D (Closeout Schedule/Job Requirements), Exhibit E (LBC), Exhibit F (Promissory Note) and Exhibit G (Waiver of Confidentiality (“Waiver”)), the Rural Authority has approved a grant (the “Grant”) to the Governmental Unit; and

WHEREAS, without limitation, the Rural Authority awarded the Grant: (1) based on the application filed by the Governmental Unit and any subsequent materials supporting the application that have been approved of by Commerce in writing, all of which are incorporated by reference herein; (2) based on the representation in the application that **Uptown Properties, LLC** (the “Owner”) owns certain real property located at:

418 Evans Street
Greenville, NC 27858

in **Pitt** County, North Carolina (the “Property”); (3) based on Commerce’s Grant requirements and guidelines, which are incorporated herein and which may be amended, modified or supplemented and applied accordingly to this Grant Agreement by Commerce in its sole discretion; and for (4) the creation and retention of certain jobs in the course of completing certain renovations/construction work at the Property (altogether, the “Project,” as summarized in Exhibit A to this Grant Agreement).

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration as set out herein, the Parties mutually agree to the following terms and conditions:

Rural Economic Development Grant Agreement, Private Owner
BUILDING REUSE PROGRAM

2016-061-3201-2587

1. Scope of Program/Agreements to be Executed.

- (a). As conditions of the Grant Agreement:
 - i. The highest elected official of the Governmental Unit shall execute two originals of this Grant Agreement in its exact form (unless Commerce approves of a change to its terms in writing) and shall return one of them to Commerce;
 - ii. The Governmental Unit shall ensure that its highest elected official and a duly authorized representative of the Owner execute two originals of the Rural Economic Development Loan Agreement and Legally Binding Commitment (“LBC”) in its exact form (unless Commerce approves of a change to its terms in writing) and shall return one such original to Commerce with the one executed original of the Grant Agreement;
 - iii. The Governmental Unit shall ensure with the Owner that every individual or entity that has any ownership interest in the real property which is the subject of the Project executes two originals of the Promissory Note attached as Exhibit F in its exact form and shall return one such original to Commerce with the one executed originals of the Grant Agreement; and
 - iv. Exhibit A refers to the entity (or entities, as applicable) required to create and maintain certain full-time new jobs (“New Jobs”) to complete the Project as the “Company,” the “Employer” and the “Business” (together and hereinafter, the “Business”). The Governmental Unit shall ensure that an authorized representative of each Business executes a Waiver of Confidentiality (“Waiver”), attached as Exhibit G, and shall return the original of any such Waiver to Commerce with the executed originals of the Grant Agreement. The Governmental Unit shall also ensure that any additional Business which becomes involved in the Project after the Grant Agreement is finalized executes a Waiver upon its involvement, the original of which the Governmental Unit shall promptly forward to Commerce.
- (b). The Governmental Unit shall provide Commerce with any information obtained pursuant to the LBC and allow Commerce to execute any rights of the Governmental Unit under the LBC, including the Governmental Unit’s rights of access, review or monitoring and Commerce’s rights as a third-party beneficiary thereunder.
- (c). The Governmental Unit shall exercise all of its rights and duties under the LBC in a prudent and timely manner to ensure the use of the Grant funds for the intended purposes and objectives and to preserve the rights of Commerce in this Grant Agreement and the LBC.
- (d). The LBC specifies how many New Jobs the Business must create and maintain in the performance of the Project and, if the Business fails to do so, those Grant funds that the Owner must repay to the Governmental Unit for return to Commerce or else repay directly to Commerce, upon request and as directed. If such New Jobs are not created or maintained, then the Governmental Unit shall return to Commerce any Grant funds it has not already disbursed to the Owner, make a timely demand for repayment from the Owner and, if such repayment is not forthcoming, initiate and fully litigate legal proceedings against the Owner to recover such repayment.
- (e). Without limitation, failure by the Governmental Unit to timely demand repayment from and, if necessary, initiate and fully litigate such legal proceedings against the

Rural Economic Development Grant Agreement, Private Owner
BUILDING REUSE PROGRAM

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Owner may affect the future consideration of the Governmental Unit for grant programs administered by Commerce. Further, and without limitation, if the Governmental Unit fails to timely initiate legal proceedings against the Owner for such repayment and Commerce elects to do so instead, the Governmental Unit is responsible and agrees to reimburse Commerce for all litigation costs and reasonable attorneys' fees that Commerce incurs in pursuing repayment.

2. Changes in the Project or Other Conditions.

- (a). A "Project Change" is any material alteration, addition, deletion or expansion of the Project, including (without limitation) material changes to construction or rehabilitation, the terms or conditions of the loan under the LBC ("Loan"), the required number of New Jobs, the matching investment in the Project, any cessation of business by the Owner or any Business and any filing of bankruptcy by the Governmental Unit, the Owner or any Business. There shall be no Project Changes unless expressly approved of by Commerce in a separate, prior written agreement stating, if applicable, the costs and schedule for completing the Project Change.

Notwithstanding the foregoing and wherever referred to in this Grant Agreement, "cessation of business," "ceasing to do business" and "ceases to do business" shall not include (1) ceasing operations to maintain, service or upgrade real or personal property of the Owner, (2) seasonal shutdowns of operations as long as such cessation do not exceed a total of four (4) weeks in any calendar year (excluding time attributable to an event of force majeure as described below) and (3) under the circumstances of for the period of time described in Paragraph 17 below.

- (b). Additionally, the Governmental Unit shall immediately notify Commerce of any change in conditions or local law, or any other event, which may significantly affect its ability to oversee, administer or perform this Grant Agreement, the LBC or the Project. In its sole and unreviewable discretion, Commerce may deem such a change in conditions, local law or other event to constitute a Project Change.

3. Term of Grant Agreement. The effective period of this Grant Agreement shall commence on 6/23/2016 ("Effective Date") and shall terminate on 6/23/2018 unless terminated on an earlier date under the terms of this Grant Agreement (either one of which dates shall constitute the "Termination Date") or unless extended for an express term in writing by the Governmental Unit.

4. Funding. The Rural Authority grants to the Governmental Unit an amount not to exceed \$60,000.00 for expenditures directly relating to the Project. The Governmental Unit hereby represents and warrants that all Grant funds shall be utilized exclusively for the purpose of the Project and consistent with all applicable laws, rules, regulations and requirements, and that the Governmental Unit shall not make or approve of any improper expenditure of Grant funds (including Loan funds). Administrative expenses of the Governmental Unit are not eligible for Grant funding and any such use of Grant funds will violate this Grant Agreement.

Rural Economic Development Grant Agreement, Private Owner
BUILDING REUSE PROGRAM

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5. Independent Status of the Governmental Unit.

- (a). The Governmental Unit is an entity independent from the Rural Authority and Commerce. The Grant Agreement, the LBC, the Project and any actions taken pursuant to them shall not be deemed to create a partnership or joint venture between or among Commerce, the Rural Authority, the Governmental Unit or any third party (including, without limitation, the Owner or any Business). Nor shall the Grant Agreement, the LBC or the Project be construed to make the Governmental Unit (including its employees, agents, members or officials) or any third party (including, without limitation, the Owner or any Business) employees, agents, members or officials of Commerce or the Rural Authority. Neither the Governmental Unit nor any third party (including, without limitation, the Owner or any Business) shall have the ability to bind Commerce or the Rural Authority to any agreement for payment of goods or services or represent to any person that they have such ability.
- (b). The Governmental Unit shall be responsible for payment of all of its expenses, including rent, office expenses and all forms of compensation to employees. The Governmental Unit shall provide worker's compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment tax or compensation, social security, income taxes, and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees who are performing work pursuant to this Grant Agreement. All expenses incurred by the Governmental Unit are its sole responsibility, and neither Commerce nor the Rural Authority shall be liable for the payment of any obligations incurred in the performance of the Project.

6. Method of Payment. Commerce shall pay the Grant funds to the Governmental Unit in accordance with the Payment Schedule attached hereto as Exhibit B after receipt of written requests for payment from the Governmental Unit certifying that the conditions for such payment under this Grant Agreement have been met and that the Governmental Unit is entitled to receive the amount so requested and any other documentation that may be required by Commerce.

7. Obligation of Funds. The Governmental Unit shall not obligate Grant funds prior to the Effective Date or subsequent to the Termination Date of this Grant Agreement. All obligations outstanding as of the Termination Date shall be liquidated within thirty days.

8. Project Records.

- (a). The Governmental Unit shall maintain full, accurate and verifiable financial records, supporting documents and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the State funds provided under this Grant Agreement separate from accounts for other awards, monetary contributions or other revenue sources for this Project.
- (b). The Governmental Unit shall retain all financial records, supporting documents and all other pertinent records related to the Project for a period of five (5) years from the Termination Date. In the event such records are audited, all Project records shall be

Rural Economic Development Grant Agreement, Private Owner
BUILDING REUSE PROGRAM

2016-061-3201-2587

retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.

9. Monitoring, Reports and Auditing.

- (a). The Governmental Unit agrees to ensure compliance and provide its assistance with such monitoring and auditing requirements as the State may request, including following the Termination Date of this Grant Agreement. Additionally, the Governmental Unit shall regularly monitor all performance under Grant-supported activities, including activities performed by the Owner and any Business, to ensure that time schedules are being met, New Jobs are being created and maintained and other performance goals are being achieved.
- (b). The Governmental Unit shall furnish Commerce detailed written progress reports according to the time periods specified in Exhibit C or as otherwise requested by Commerce. Such reports should describe the progress made by the Governmental Unit, the Owner and any Business toward achieving the purpose(s) of the Project, including specifically the goals of New Job creation and maintenance. Such descriptions should include the successes and problems encountered during the reporting period. Failure to submit a required report by the scheduled submission date will result in the withholding of any forthcoming payment until Commerce is in receipt of the delinquent report and the report meets with Commerce's approval, in Commerce's sole discretion.
- (c). The Governmental Unit acknowledges and agrees that, with regard to the Grant funds, it will be subject to the audit and reporting requirements prescribed by N.C.G.S §159-34, Local Government Finance Act - Annual Independent Audit; rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of Grant funding received by the Governmental Unit and are subject to change from time to time. Upon completion, the Governmental Unit shall forward to Commerce one copy of any audited financial statements and accompanying reports generated covering the period between the Effective Date and Termination Date of this Grant Agreement.
- (d). Within thirty (30) days after the Termination Date, the Governmental Unit shall submit a final report to Commerce describing the activities and accomplishments of the Project. The final report shall include a review of performance and activities over the entire Project period. In the final report, the Governmental Unit should describe the Project, how it was implemented, to what degree the established Project objectives were met and the difficulties encountered, what the Project changed and its cost.
- (e). The Governmental Unit grants the State and any of its related agencies, commissions or departments (including, without limitation, Commerce, the North Carolina State Auditor and the North Carolina Office of State Budget and Management) and any of their authorized representatives, at all reasonable times and as often as necessary (including after the Termination Date), access to and the right to inspect, copy, monitor, and examine all of the books, papers, records and other documents relating to the Grant Agreement, the LBC or the Project. Likewise, the Governmental Unit shall ensure that the Owner and any Business provide the same access. In addition,

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the Governmental Unit agrees to comply at any time, including after the Termination Date, with any requests by the State (including, without limitation, the Rural Authority or Commerce) for other financial and organizational materials to permit the State to comply with its fiscal monitoring responsibilities or to evaluate the short- and long-range impact of its programs.

10. Termination; Availability of Funds.

- (a). If the Governmental Unit fails to fulfill in a timely and proper manner its obligations or violates any of the covenants or stipulations under this Agreement, if the Owner fails to fulfill in a timely and proper manner its obligations or violates any of its covenants or stipulations under the LBC or if any Business fails to fulfill those requirements applicable to it in the LBC, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement and/or the LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, Commerce shall have no responsibility to make additional Grant payments. Upon such termination, the Governmental Unit shall not expend any Grant funds (including Loan funds) without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.
- (b). The obligations of the Rural Authority and/or Commerce to pay any amounts under this Grant Agreement are contingent upon the availability and continuation of funds for such purpose. If funds for the Grant (and therefore the Loan) become unavailable, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement and/or the LBC by giving written notice specifying the Termination Date, which Commerce shall determine in its sole discretion. Upon such termination, the State shall have no responsibility to make additional Grant payments. Further, upon such termination, the Governmental Unit shall not expend any Grant funds (including Loan funds) without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.

11. Liabilities and Loss. The Governmental Unit hereby agrees to release, indemnify and hold harmless the State (including, without limitation, the Rural Authority and Commerce), and their respective members, officers, directors, employees, agents and attorneys (together, the "Indemnified Parties"), from any claims of third parties (including, without limitation, the Owner and the Business) arising out of any act or omission of the Governmental Unit or any third party (including, without limitation, the Owner and the Business) in connection with the performance of this Grant Agreement, the LBC or the Project, and for all losses arising from their implementation. Without limiting the foregoing, the Governmental Unit hereby releases the Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with the Project, or resulting from any defect in the

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fixtures, machinery, equipment or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether arising out of acts, omissions, or negligence of the Governmental Unit or of any third party (including, without limitation, the Owner and the Business), or of any of their agents, contractors, servants, employees, licensees, lessees, or assignees), including any claims and losses accruing to or resulting from any and all subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project.

12. Governmental Unit Representations and Warranties. The Governmental Unit hereby represents and warrants that:

- (a). The execution and delivery of this Grant Agreement have been duly authorized by all necessary Governmental Unit action and are not in contravention of law or in contravention of the provisions of any indenture agreement or undertaking to which the Governmental Unit is a party or by which it is bound.
- (b). There is no action, suit proceeding, or investigation at law or in equity or before any court, public board or body pending, or to the knowledge of the Governmental Unit, threatened against or affecting it, the Owner or the Business, that could or might adversely affect the Project or any of the transactions contemplated by this Grant Agreement or the validity or enforceability of this Grant Agreement or the abilities of the Governmental Unit or the Owner to discharge their obligations under this Grant Agreement. If it is subsequently found that an action, suit, proceeding, or investigation did or could threaten or affect the development of the Project, the Governmental Unit shall be liable to Commerce for repayment of the entire amount of the Grant and this Grant Agreement may be terminated by Commerce effective upon notice.
- (c). No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Grant Agreement by the Governmental Unit or the performance of any of its obligations hereunder, or all such requisite governmental consents or approvals have been obtained. The Governmental Unit shall provide Commerce with evidence of the existence of any such necessary consents or approvals at the time of the execution of this Grant Agreement.
- (d). The Governmental Unit is solvent.
- (e). A cash match grant, loan or other funding ("Cash Match") equal to the amount of the Loan shall have been unconditionally committed to the Project. The Governmental Unit shall have procured and contributed at least five percent (5%) of this Cash Match, but no part of this 5% contribution can have derived, either directly or indirectly, from any other State or federal source. All Cash Match funds shall be utilized exclusively for the purpose of the Project, and there shall be no improper expenditures of Cash Match funds. All Cash Match funds shall be expended prior to or simultaneously with and at the same rate as the Owner's expenditure of Loan funds.
- (f). Upon the Governmental Unit's reasonable inquiry of and receipt of supporting evidence from the Owner, both the Owner and any Business are duly authorized to do business under North Carolina law and are not delinquent on any federal, state or

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local taxes, licenses or fees.

13. Cessation/Termination, Bankruptcy, Dissolution or Insolvency.

- (a). Under the LBC, the Owner agrees at all times to preserve its legal existence, except that it may merge or consolidate with or into, or sell all or substantially all of its assets to, any entity that expressly undertakes, assumes for itself and agrees in writing to be bound by all of the obligations and undertakings of the Owner contained in the LBC. If the Owner so merges, consolidates or sells its assets without such an undertaking being provided, it agrees in the LBC to repay to the Governmental Unit or Commerce, upon request and as directed, all unspent Loan funds. Further, a merger, consolidation or sale without such an undertaking shall constitute a material default under the LBC, and the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner and hold the Owner liable for any other repayment provided for under the LBC.
- (b). Other than as provided for in Paragraph 13(a) above, if the Owner or any Business ceases to do business or becomes the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall be the sole responsibility of the Governmental Unit to (i) immediately notify Commerce and (ii) pursue any claim for Grant funds owed the State by the Owner or Business, including in any legal proceeding, to obtain the maximum payment allowed by law. To the extent the Governmental Unit fails to pursue repayment of the Grant funds in such a proceeding and obtain the maximum payment allowed by law, and without limitation, the Governmental Unit shall be liable to Commerce for all amounts that should have been awarded to the Unit in the proceeding if it had taken the necessary action (notwithstanding whether such amounts would have actually been paid by the Owner or Business). Alternatively, without limitation, if the Governmental Unit fails to pursue repayment of the Grant funds in such a proceeding and Commerce elects to do so instead, the Governmental Unit is responsible and agrees to reimburse Commerce for all legal costs and reasonable attorneys' fees that Commerce incurs in pursuing repayment.
- (c). If the Governmental Unit fails to provide Commerce notice of the Owner or any Business ceasing to do business or becoming the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall constitute a material default under this Grant Agreement. If there is such a cessation or such a proceeding, Commerce may terminate the Grant Agreement upon written notice to the Governmental Unit. If there is such a cessation or such a proceeding, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement and/or the LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, the Governmental Unit, the Owner and any Business shall not expend any Grant or Loan funds without Commerce's express written authorization and shall return all unspent Grant or Loan funds to Commerce upon demand and if permissible under applicable bankruptcy, dissolution or insolvency law.

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14. Additional Repayment Requirements and Remedies.

- (a). The repayment requirements and remedies addressed in this Paragraph 14 are in addition to those repayment requirements and other remedies set forth elsewhere in this Grant Agreement, including the requirements to repay unspent Grant funds. No remedy conferred or reserved by or to the State is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Grant Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- (b). If there is a breach of any of the requirements, covenants or agreements in this Grant Agreement or the LBC, or if there are any representations or warranties which are untrue as to a material fact in this Grant Agreement, the LBC or in relation to the LBC or the Project (including the performance thereof), the Governmental Unit agrees that Commerce has the sole discretion to require repayment from the Governmental Unit of an amount of Grant funds to be determined in Commerce's sole discretion but not to exceed the amount of Grant funds the Governmental Unit has already received under this Grant Agreement. Such requirements, covenants or agreements include but are not limited to Paragraphs 1, 2(a), 4, 10(a), 12 and 13 of this Grant Agreement and include but are not limited to the creation and retention of the New Jobs and the retention of the Baseline Number of jobs under the LBC.

15. No Waiver by the State. Failure of the State (including, without limitation, the Rural Authority and Commerce) at any time to require performance of any term or provision of this Grant Agreement or the LBC shall in no manner affect the rights of the State at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the State of any condition or the breach of any term, provision or representation contained in this Grant Agreement or the LBC, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.

16. Waiver of Objections to Timeliness of Legal Action. The Governmental Unit knowingly waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the State (including, without limitation, the Rural Authority or Commerce) to enforce its rights under this Grant Agreement. This waiver includes any objections the Governmental Unit may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.

17. Force Majeure. If (a) during the term of this Grant the real or personal property located on or constituting the Property suffers damage or destruction caused by acts of God, fires, floods, storms, insurrection, riots, acts of the public enemy, national catastrophe, or similar unexpected events, (b) such damage or destruction was not principally caused by the negligence, willful misconduct or violation of applicable law by the Owner, (c) the Owner uses reasonable efforts to repair, or to work around, such damage or destruction reasonably

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promptly, and (d) as a direct result of such damage or destruction the Owner cannot satisfy the requirements and obligations of Sections 3 of the LBC as and when the LBC requires, then the Owner will be entitled to an extension of time not to exceed sixty (60) days to satisfy the requirements and obligations of Section 3 of the LBC; provided that the Governmental Unit in its sole discretion with respect to the obligations it is owed by the Owner, may elect to extend that sixty day period to give the Owner additional time to satisfy those requirements.

18. Special Provisions and Conditions.

- (a). Non-discrimination. The Governmental Unit agrees not to discriminate by reason of age, race, religion, color, sex, national origin or disability related to the activities of this Grant Agreement.
- (b). Conflict of Interest. The Governmental Unit shall forward to Commerce along with the executed copies of this Grant Agreement a copy of its policy and any ordinance or resolution it has adopted addressing conflicts of interest that may arise involving the members of the Governmental Unit's governing body and/or any of its employees or officers involved in the Grant, the LBC or the Project. Such policy, ordinance or resolution shall address situations in which any of these individuals may directly or indirectly benefit, other than through receipt of their normal compensation in their capacities as the Governmental Unit's employees, officers or members of its governing body, from the Grant, the LBC or Project, and shall include actions to be taken by the Unit or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. Additionally, the Governmental Unit certifies that, as of the date it executes this Grant Agreement, no such individuals have such a conflict of interest or will directly or indirectly benefit, except in the capacities described above, from the Grant, LBC or Project. Throughout the duration of this Grant Agreement, the LBC and the Project, the Governmental Unit has the duty to promptly inform Commerce of any such conflict of interest or direct or indirect benefit of which it becomes aware.
- (c). Compliance with Laws. The Governmental Unit shall at all times observe and comply with all laws, regulations, codes, rules, ordinances and other requirements (together, "Laws") of the state, federal and local governments which may in any manner affect the performance of the Grant Agreement, the LBC or the Project.
- (d). Non-Assignability. The Governmental Unit shall not assign or transfer any interest in the Agreement without the prior written consent of Commerce; provided, however, that claims for money due to Governmental Unit from Commerce under this Agreement may be assigned to any commercial bank or other financial institution without such approval.
- (e). Personnel. The Governmental Unit represents that it has, or will secure at its own expense, all personnel required to monitor, carry out and perform the scope of services of this Agreement. Such employees shall not be employees of Commerce. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.

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19. Notice. All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States mails, certified, return receipt requested, first class, postage prepaid and addressed as follows:

If to the Rural Authority or Commerce: Attn: **Hazel Edmond**
North Carolina Department of Commerce
Rural Economic Development Division
301 North Wilmington Street
4346 Mail Service Center
Raleigh, North Carolina 27699-4346

If to the Governmental Unit: Attn: **The Honorable Allen M. Thomas**
City of Greenville
Post Office Box 7207
Greenville, NC 27835-7207

or addressed to such other address or to the attention of such other individual as Commerce or the Governmental Unit shall have specified in a notice delivered pursuant to this subsection.

20. Entire Agreement. This Grant Agreement supersedes all prior agreements between or among the Rural Authority and/or Commerce and the Governmental Unit with regard to the Project and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Commerce and the Governmental Unit.
21. Execution. This Grant Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and such counterparts, together, shall constitute one and the same Grant Agreement which shall be sufficiently evidenced by one of such original counterparts.
22. Construction. This Grant Agreement shall be construed and governed by the laws of the State of North Carolina.
23. Severability. Each provision of this Grant Agreement is intended to be severable and, if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this Grant Agreement, but this Grant Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

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24. Acceptance. If the Governmental Unit agrees to the Grant conditions as stated, please return the executed documents specified in Paragraph 1(a). This Grant may be withdrawn if Commerce has not received such documents within thirty (30) days from the date of the cover letter from Commerce to the Governmental accompanying this Grant Agreement and its Exhibits.

IN WITNESSETH WHEREOF, the parties hereto have executed this Grant Agreement as of the date first above written.

City of Greenville

Signature: _____ [SEAL]

Printed Name: _____

Title: _____

Date: _____

North Carolina Department of Commerce

Signature: Patricia Mitchell [SEAL]

Printed Name: Dr. Patricia Mitchell, CEcD

Title: Assistant Secretary, Rural Development Division

Date: 7-6-16

BUILDING REUSE PROGRAM - Vacant

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City of Greenville
Project Uptown Brewery

**EXHIBIT A
SCOPE OF PROJECT**

County Tier	2
Requested Amount	\$90,000
Recommended Amount	\$60,000
Total Renovation Cost	\$227,362
Leverage Amount	\$405,528
Total Investment	\$465,528

Project Business	Uptown Brewing Company
Total Jobs Proposed in NC	18
Total Jobs Committed for the Grant	12
Baseline Employment	0
Average Annual Wage (Proposed Jobs)	\$26,000
% of employer paid health premiums	50%

Summary: The City of Greenville requests assistance to support the reuse of a 3,764 sq. ft. building located at 418 Evans Street. The building was constructed in 1930 and has been vacant for 30 years. Uptown Brewing Company is a start-up, medium sized, full production brewery that will produce beer for consumption in the brewery's tap room as well as in bars and restaurants locally and throughout eastern North Carolina. Renovations include electrical, HVAC, plumbing, and flooring.

**EXHIBIT B
PAYMENT SCHEDULE**

Eligible Expenditures:

Vacant Building Category: within the existing building footprint

Existing Business Building Category: within the existing building and/or additions

Rural Health Care Category: within the existing building, additions and/or new construction

Eligible costs under all funding categories include, but are not limited to: materials and labor to install HVAC, electrical, plumbing, fire alarm/suppression systems, roofing, flooring, carpentry, drywall, paint, etc. This is not an exhaustive list; grantees should contact the Rural Development Division for questions about whether a specific expense is eligible under the program.

The following costs are specifically prohibited under the program and may not be submitted for reimbursement or the matching funds requirement: building purchase, architectural costs, engineering costs, permit fees, surveys, legal fees, machinery & equipment, telephone hardware and software, computer hardware and software, furnishings, paving, fencing, kitchen equipment, refrigeration equipment, etc. This is not an exhaustive list; grantees should contact the Rural Development Division for questions about whether a specific expense is eligible under the program.

Any company in which any project partner has an ownership or management interest in may act as a contractor for the renovation project only if the company holds a valid NC General Contractors license. The relationship must have been disclosed to the Rural Development Division and a copy of the company's license must have been included in the application. Licensed contracting companies owned or operated by any project partner that are used in the renovation project will be required to submit original invoices from the provider for all labor, materials, services and subcontracted work plus proof that those invoices have been paid in full.

BUILDING REUSE PROGRAM - Vacant

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City of Greenville
Project Uptown Brewery

Reimbursement Requirements:

The Department of Commerce will reimburse 50% of eligible expenditures up to the total grant amount upon receipt of the following:

1. A completed financial request form,
2. Evidence that the 5% local government match has been satisfied (first payment request),
3. Copies of eligible project invoices that support the request amount,
4. Evidence that the invoices submitted for reimbursement have been paid-in-full. Evidence may include copies cleared checks, wire transfer or ACH receipts, and/or credit card receipts. Invoices paid with cash and those not paid in full will not be reimbursed, and
5. Satisfaction of reporting requirements according to Exhibit C below.

Eligible expenditures may not be incurred prior to the effective date or subsequent to the termination date of the grant. Payments are subject to the availability of funds.

**EXHIBIT C
REPORTING SCHEDULE**

Grantees are required to submit progress and final reports, and job verification documentation according to the schedule below.

Report:	Report Due:
Progress Report	1/15/17
Progress Report	7/15/17
Progress Report	1/15/18
Final Report	7/23/18
Job Verification Documentation	7/23/18

Failure to submit progress reports as required:

1. Will result in non-payment of payment requests,
2. Can result in the immediate termination of the grant,
3. Can result in the demand for immediate repayment of any funds paid by The Department of Commerce, and
4. Will negatively impact the grantee’s eligibility for future Commerce grants.

**EXHIBIT D
JOB VERIFICATION AND CLOSE OUT REQUIREMENTS**

Building Reuse and Rural Health Care loans are eligible for forgiveness once the creation and maintenance of the full-time jobs committed for the project, as well as, all reporting requirements are approved by Commerce. Below are the requirements and procedure for approval.

Job Verification

To be considered eligible, a full-time job must be filled with one employee who works at least 35 hours per week and is paid at least minimum wage. Part-time, full-time equivalents, or contract/consulting positions are not eligible.

Grantees should submit the following as evidence of job creation and maintenance:

1. **Job Certification Form**—both the grantee and the participating business are required to complete respective sections of this form that attests to the creation of the number of jobs full-time jobs committed to receive the grant. The form must be signed by the authorized representatives of the local government grantee and the participating business.

BUILDING REUSE PROGRAM - Vacant

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City of Greenville
Project Uptown Brewery

2. **NCUI 101 Forms**—The grantee should submit copies of each company's *Employer's Quarterly Tax and Wage Report* (NCUI 101 forms) that have been submitted to the North Carolina Employment Security Commission according to the requirements below.
 - NCUI 101 Forms should be submitted to Commerce using the Rural Drop Box (see instructions below).
 - The forms must include the appropriate number of quarters to show that the company maintained the required employment level for six-consecutive months.
 - The employment level reported must meet or exceed the baseline number of employees reported at the time of the application plus the number of new, full-time jobs committed for the grant.
 - The jobs created and the baseline must be maintained concurrently during the same six-month period.
 - If the NCUI 101 forms include employees from other locations in North Carolina, the names of the employees working in the grant funded project facility should be highlighted, and a multi-site report should be provided.
 - If the NCUI 101 forms include both full and part-time employees an "f" should be written next to the name of each full-time employee and a "p" should be written next to the name of each part-time employee.
3. **Final Report**—the grantee must submit the Final Report Form that describes the activities and outcomes of the project.
4. **Photos**—the grantee must submit digital photos on CD that show a variety of views of the completed project.

Rural DropBox

The Rural DropBox is a secure server for the receipt of job verification data in a secure manner. All job verification documents must be uploaded via the Rural DropBox:

A permanent username and password has been assigned to this project and must be used to upload the job verification documents.

Access the Rural DropBox at www.nccommerce.com/rdg.

The username and password for this project is as follows:

Username: 2016-061-3201-2587

Password: SpvP9174*

Please follow the directions below to upload documents:

1. Enter your username and password (provided above)
2. Follow the prompts on upload page (read directions and instructions carefully)
3. Enter a valid email address
4. Click the *Browse* button
5. Select the document you want to upload and *double click* or *highlight document and select open*;
6. **Click "Upload File"**

The submission will be date and time stamped and you will be alerted via email after you have successfully submitted your materials.

All required forms can be found on the Commerce website at <http://www.nccommerce.com/rd/rural-grants-programs/forms>

Objective:

Grantees and their partners must engage in the activities necessary to develop the project building to accommodate the business needs. All work should be completed according to the eligible costs provided in the application and contractor's cost estimates submitted. All activities must meet or exceed all applicable state and local building code requirements.

Rural Economic Development Loan Agreement and
Legally Binding Commitment, Private Owner
BUILDING REUSE PROGRAM

EXHIBIT E

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_____ (the "Governmental Unit") enters into this Loan Agreement and Legally Binding Commitment (the "LBC," including the "Loan," defined below with _____ (the "Owner" and, together with the Governmental Unit, the "Parties").

WHEREAS, pursuant to N.C.G.S. §§143B-472.127 and .128, the North Carolina Rural Infrastructure Authority (the "Rural Authority") of the State of North Carolina ("State") has awarded a grant (the "Grant") to the Governmental Unit, and the North Carolina Department of Commerce ("Commerce"), an agency of the State, will administer the Grant; and

WHEREAS, the Grant is memorialized in an agreement (the "Grant Agreement") between Commerce and the Governmental Unit, and the Grant Agreement includes Exhibit A (Scope of Project), Exhibit B (Payment Schedule), Exhibit C (Reporting Schedule), Exhibit D (Closeout Schedule/Job Requirements), Exhibit E (this LBC, which incorporates by reference the Grant Agreement and its other Exhibits), Exhibit F (Promissory Note) and Exhibit G (Waiver of Confidentiality ("Waiver")); and

WHEREAS, without limitation, the Rural Authority awarded the Grant: (1) based on the application filed by the Governmental Unit and any subsequent materials supporting the application that have been approved of by Commerce in writing, all of which are incorporated into the Grant Agreement by reference; (2) based on the representation in the application that the Owner owns certain real property located at:

in _____ County, North Carolina (the "Property"); (3) based on Commerce's Grant requirements and guidelines, which are incorporated herein and which may be amended, modified or supplemented and applied accordingly to the Grant Agreement and this LBC by Commerce in its sole discretion; and for (4) the creation and retention of certain jobs in the course of completing certain renovations/construction work at the Property (altogether, the "Project," as summarized in Exhibit A to this Grant Agreement); and

WHEREAS, the Governmental Unit and the Owner are required to enter into this LBC as a condition of the Governmental Unit loaning the Grant funds to the Owner.

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration set out herein, the Parties mutually agree to the following terms and conditions:

1. Third-Party Beneficiary. The Parties agree that the State (including, without limitation,

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Legally Binding Commitment, Private Owner
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EXHIBIT E

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Commerce and the Rural Authority) is an intended third-party beneficiary of this LBC (including the Loan) and may, at its option, enforce the terms of this LBC or appear as a party in any litigation concerning the LBC.

2. Loan.

- (a) The Governmental Unit hereby loans to the Owner the sum of \$60,000.00 (the "Loan"), which consists entirely of State Grant funds, to fund the Project. Exhibit A to the Grant Agreement refers to the entity (or entities, as applicable) required to create and maintain certain full-time new jobs, as defined in Paragraph 3(a), to complete the Project under this LBC as the "Company," the "Employer" and the "Business" (together and hereinafter, the "Business"). The Owner specifically acknowledges that: it must repay the Loan in accordance with the terms of this LBC if the Business does not create and maintain the new jobs required by Paragraph 3(a) below; and as evidence of its obligation to repay the Loan, the Owner has executed the Promissory Note, Exhibit F to the Grant Agreement, which the Owner represents, acknowledges and agrees has been signed by every individual or entity that has any ownership interest in the Property and is fully binding on the Owner.
- (b). As conditions of receiving the Loan:
- i. The highest elected official of the Governmental Unit and a duly authorized representative of the Owner shall execute two originals of the LBC in its exact form (unless Commerce approves of a change to its terms in writing), and the Governmental Unit shall return one such original to Commerce;
 - ii. Every individual or entity that has any ownership interest in the Property shall execute two originals of the Promissory Note in its exact form, and the Governmental Unit shall return one such original to Commerce; and
 - iii. The Owner and the Governmental Unit shall ensure that an authorized representative of each Business executes a Waiver, Exhibit G to the Grant Agreement, and the Governmental Unit shall forward the original of any such Waiver to Commerce.
- (c). The Owner hereby represents and warrants that all Loan funds shall be utilized exclusively for the purpose of the Project and that it shall not make or approve of any improper expenditures of Loan funds.

3. New Job Creation, Maintenance of New Jobs and Baseline Number of Jobs and Verification.

- (a). New Job Creation and Maintenance of New Jobs and Baseline Number of Jobs. A "New Job" shall mean a full-time job (consisting of at least 35 hours per week of employment and eligibility for all benefits generally available for full-time employees of the Business) which is with the Business, is located in North Carolina, has a wage at least equal to the minimum wage, is created and maintained by the Business in order to complete the Project and is over and above the 0 full-time jobs in North Carolina ("Baseline Number") that the Business reported having at the time of the application for the Project. The Owner agrees that the Business shall be required to create and maintain in existence for six (6) consecutive months 12 New Jobs prior to the Termination Date, unless this term is extended pursuant to Paragraph 5. Separate and apart from these New Jobs, the Owner agrees that the Business shall be required

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- to maintain in existence its Baseline Number of jobs for as long as it takes the Business to create and maintain its required number of New Jobs.
- (b). Verification. When the New Jobs required by Paragraph 3(a) have been created and maintained for six (6) consecutive months, the Owner shall notify the Governmental Unit so that it and/or Commerce can verify their creation and maintenance, as well as the maintenance of the Baseline Number of jobs and the satisfaction of all other conditions and terms of this LBC and the Project. The Owner shall cause any Business to provide to the Governmental Unit and Commerce, or their respective designees, full and complete access to all records of the Business necessary to verify the number and types of jobs created and maintained, the wages paid to employees and all other conditions and terms of this LBC and the Project. Failure of any Business to provide such access upon request shall constitute a material default by the Owner under the terms of this LBC and, in the sole discretion of the Governmental Unit and/or Commerce, may subject the Owner to repayment in an amount calculated under Paragraph 13 below.
4. Changes in the Project or Other Conditions.
- (a). A "Project Change" is any material alteration, addition, deletion or expansion of the Project, including (without limitation) material changes to construction or rehabilitation, the terms or conditions of the loan under the LBC, the required number of New Jobs, the matching investment in the Project, any cessation of business by the Owner or any Business and any filing of bankruptcy by the Owner or any Business. There shall be no Project Changes unless expressly approved of by Commerce and the Governmental Unit in a separate, prior written agreement stating, if applicable, the costs and schedule for completing the Project Change.
- (b). Additionally, the Owner shall immediately notify the Governmental Unit of any change in conditions or local law, or any other event, which may significantly affect the ability of it or any Business to perform the LBC or the Project. In their sole discretion, the Governmental Unit or Commerce may deem such a change in conditions, local law or other event to constitute a Project Change.
5. Term of LBC. The effective period of this LBC shall commence **6/23/2016** ("Effective Date") and shall terminate **6/23/2018** unless terminated on an earlier date under the terms of this LBC (either one of which dates shall constitute the "Termination Date") or unless extended for an express term in writing by the Governmental Unit.
6. Independent Status of the Governmental Unit.
- (a). The State (including, without limitation, the Rural Authority and Commerce) and the Governmental Unit are independent entities from one another and from the Owner and any third party (including, without limitation, any Business). The Grant Agreement, the LBC, the Project and any actions taken pursuant to them shall not be deemed to create a partnership or joint venture between the State and the Governmental Unit or between or among either of them and the Owner or any third party (including, without limitation, any Business). Nor shall the Grant Agreement, the LBC or the Project be construed to make any employees, agents or members of the Owner or any third party (including, without limitation, any Business) into

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employees, agents, members or officials of the Governmental Unit or the State or to make employees, agents, members or officials of the Governmental Unit into employees, agents, members or officials of the State. Neither the Owner nor any third party (including, without limitation, any Business) shall have the ability to bind the Governmental Unit or the State to any agreement for payment of goods or services or represent to any person that they have such ability. Nor shall the Governmental Unit have the ability to bind the State to any agreement for payment of goods or services or represent to any person that it has such ability.

- (b). The Owner and any third party (including, without limitation, any Business) shall be responsible for payment of all their expenses, including rent, office expenses and all forms of compensation to their employees. The Owner and any third parties (including, without limitation, any Business) shall provide worker's compensation insurance to the extent required for their operations and shall accept full responsibility for payments of unemployment tax or compensation, social security, income taxes, and any other charges, taxes or payroll deductions required by law in connection with their operations, for themselves and their employees who are performing work pursuant to this LBC or the Project. All expenses incurred by the Owner or any third party (including, without limitation, any Business) are their sole responsibilities, and neither the Governmental Unit nor the State (including, without limitation, Commerce and the Rural Authority) shall be liable for the payment of any obligations incurred in the performance of the Project.

7. Project Records.

- (a). The Owner shall maintain and cause any Business to maintain full, accurate and verifiable financial records, supporting documents and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the State funds provided under this LBC separate from accounts for other awards, monetary contributions or other revenue sources for this Project.
- (b). The Owner shall retain and cause any Business to retain all financial records, supporting documents and all other pertinent records related to this LBC, the Loan and the Project for a period of five (5) years from the Termination Date. In the event such records are audited, all such records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.

8. Monitoring, Reports and Auditing. The Owner agrees to generate and to cause any Business to generate such reports regarding the LBC or the Project as may be requested by the Governmental Unit or the State (including, without limitation, the Rural Authority or Commerce) in such form as they may request, including after the Termination Date. The Owner further grants and shall cause any Business to grant the Governmental Unit or the State (including any of its agencies, commissions or departments such as Commerce, the North Carolina State Auditor and the North Carolina Office of State Budget and Management) and any of their authorized representatives, at all reasonable times and as often as necessary (including after the Termination Date), access to and the right to inspect, copy, monitor and examine all of the books, papers, records and other documents relating to the LBC or the Project. In addition, the Owner agrees to comply and to cause any Business to comply at any time, including after the Termination Date, with any requests by

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the State (including, without limitation, the Rural Authority or Commerce) for other financial and organizational materials to permit the State to comply with its fiscal monitoring responsibilities or to evaluate the short- and long-range impact of its programs.

9. Termination; Availability of Funds.

- (a). If the Owner fails to fulfill in a timely and proper manner its obligations or violates any of its covenants or stipulations under the LBC or if any Business fails to fulfill those requirements applicable to it in the LBC, the Owner agrees that the Governmental Unit or Commerce has the right to terminate the LBC by giving the Owner written notice specifying the Termination Date, which shall be determined by the Governmental Unit or Commerce in their sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to either the Governmental Unit or Commerce, upon request and as directed.
- (b). If the Governmental Unit fails to fulfill in a timely and proper manner its obligations or violates any of the covenants or stipulations under its Grant Agreement with Commerce, the Owner agrees that Commerce has the right to terminate its Grant Agreement with the Governmental Unit and/or terminate this LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to either the Governmental Unit or Commerce, upon request and as directed.
- (c). The obligations of the Rural Authority and/or Commerce to pay any Grant funds to the Governmental Unit and for the Governmental Unit to pay any Loan amounts to the Owner under this LBC are contingent upon the availability and continuation of funds for such purpose. If funds for the Grant and therefore the Loan become unavailable, the Owner agrees that either Commerce or the Governmental Unit has the right to terminate this LBC by giving written notice specifying the Termination Date, which either the Governmental Unit or Commerce may determine in their sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to the Governmental Unit or Commerce, upon demand and as directed.

10. Liabilities and Loss. The Owner hereby agrees to release, indemnify and hold harmless the Governmental Unit and the State (including the Rural Authority and Commerce), and their respective members, officers, directors, employees, agents and attorneys (hereinafter collectively referred to as "Indemnified Parties"), from any claims of third parties (including, without limitation, any Business) arising out of any act or omission of the Owner or any third party (including, without limitation, any Business) in connection with

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the performance of this LBC or the Project, and for all losses arising from implementation of this LBC or the Project. Without limiting the foregoing, the Owner hereby releases the Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with the Project, or resulting from any defect in the fixtures, machinery, equipment or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether or not arising out of acts, omissions or negligence of the Owner or of any third party (including, without limitation, any Business), or of any of their agents, contractors, servants, employees, licensees, lessees, or assignees), including any claims and losses accruing to or resulting from any and all subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project.

11. Owner Representations and Warranties. The Owner hereby represents and warrants that:
- (a). The Owner and every Business are duly authorized to do business under North Carolina law and are not delinquent on any federal, state or local taxes, licenses or fees.
 - (b). This LBC has been entered into and executed on behalf of the Owner by an individual with full actual and apparent authority to bind the Owner to the terms hereto, and the execution and delivery of this LBC have been duly authorized by all necessary action, and are not in contravention of law nor in contravention of any certificate of authority, bylaws or other applicable organizational documents of the Owner, nor are they in contravention of the provisions of any indenture, agreement or undertaking to which the Owner is a party or by which it is bound.
 - (c). The Promissory Note has been executed by every individual or entity that has any ownership interest in the Property and is fully binding on the Owner.
 - (d). There is no action, suit, proceeding or investigation at law or in equity before any court, public board or body pending, or, to the Owner's knowledge, threatened against or affecting the Owner, that could or might adversely affect the Project, the creation of the New Jobs or any of the transactions contemplated by this LBC, or the validity or enforceability of this LBC or the Owner's ability to discharge its obligations under this LBC.
 - (e). Upon the Owner's reasonable inquiry of any Business, there is no action, suit, proceeding or investigation at law or in equity before any court, public board or body pending, threatened against or affecting any Business that could or might adversely affect the Project, the creation of the Jobs or any of the transactions contemplated by this LBC or the validity or enforceability of this LBC or the ability of any Business to create the Jobs specified herein.
 - (f). No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this LBC by the Owner or the performance of any of its obligations hereunder, or else all such requisite governmental consents or approvals have been obtained. The Owner shall provide the Governmental Unit or

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- Commerce with evidence of the existence of any such necessary consents or approvals at the time of the execution of this LBC.
- (g). The Owner is solvent and has inquired of and received reasonable evidence from any Business of the solvency of that Business.
 - (h). A cash match grant, loan or other funding (“Cash Match”) equal to the amount of the Loan shall have been unconditionally committed to the Project. The Governmental Unit shall have procured and contributed at least five percent (5%) of this Cash Match, but no part of this 5% contribution can have derived, either directly or indirectly, from any other State or federal source. The Owner hereby represents and warrants that all Cash Match funds shall be utilized exclusively for the purpose of the Project and that it shall not make or approve of improper expenditures of Cash Match funds. The Owner shall expend all Cash Match funds prior to or simultaneously with and at the same rate as its expenditure of Loan funds.
12. Cessation/Termination, Bankruptcy, Dissolution or Insolvency.
- (a). The Owner shall at all times preserve its legal existence, except that it may merge or consolidate with or into or sell all or substantially all of its assets to any entity that expressly undertakes, assumes for itself and agrees in writing to be bound by all of the obligations and undertakings of the Owner contained in this LBC. If the Owner so merges, consolidates or sells its assets without such an undertaking being provided, it agrees to repay to the Governmental Unit or Commerce, upon request and as directed, all unspent Loan funds. Further, any merger, consolidation or sale without such an undertaking shall constitute a material default under this LBC, and the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner and hold the Owner liable for any other repayment provided for under this LBC.
 - (b). Other than as provided for in Paragraph 12(a), if the Owner or any Business ceases to do business or becomes the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, the Owner shall give the Governmental Unit immediate notice of the event, shall not expend any Loan funds without the express written authorization of the Governmental Unit and shall return all unspent Loan funds to the Governmental Unit or Commerce, upon demand and as directed and if permissible under applicable bankruptcy, dissolution or insolvency law.
 - (c). If the Owner fails to provide the Governmental Unit notice of the Owner or any Business ceasing to do business or becoming the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall constitute a material default under this LBC. If there is such a cessation or such a proceeding, the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner. Upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and shall return all unspent Loan funds to the Governmental Unit or Commerce upon demand and as directed and if permissible under applicable bankruptcy, dissolution or insolvency law.
 - d). Notwithstanding the foregoing and wherever referred to in this LBC, “ceases to do business” shall not include (1) ceasing operations to maintain, service or upgrade real or personal property of the Owner, (2) season shutdowns of operations as long as such

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cessation does not exceed a total of four (4) weeks in any calendar year (excluding time attributable to an event of force majeure as described below) and (3) under the circumstances for the period of time described in Paragraph 22 below.

13. Additional Repayment Requirements and Remedies.

- (a). The repayment requirements and remedies addressed in this Paragraph 13 are in addition to those repayment requirements and other remedies set forth elsewhere in this LBC, including the requirements to repay unspent Loan funds. No remedy conferred or reserved by or to the State or the Governmental Unit is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this LBC, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- (b). The Owner acknowledges that the Grant by the Rural Authority and the Loan by the Governmental Unit are predicated upon the creation and maintenance of the New Jobs and maintenance of the Baseline Number of jobs required by Paragraph 3(a) and that failure to create and/or maintain them will constitute a material default of this LBC.
 - i. If the Business fails to create and maintain such New Jobs, then the Owner shall repay to the Governmental Unit or Commerce, as directed, an amount equal to the product of (i) \$5,000.00 (the amount of Loan funds divided by the number of New Jobs required to be created in Paragraph 3(a) and (ii) the number of New Jobs required to be created in Paragraph 3(a), minus the number of New Jobs actually created, above the Baseline Number reported, that have been in existence for six (6) consecutive months.
 - ii. Additionally, in the event that the Business fails to maintain its Baseline Number of jobs as required under Paragraph 3(a), the Business shall lose credit for any qualifying New Jobs under this LBC by the same number of jobs that the Baseline Number is short. For example, if the Baseline Number of jobs falls short by three (3) jobs as of the date the Business has created and maintained all required New Jobs, the number of New Jobs deemed created and maintained shall be reduced by three (3). The amount the Business must repay shall then be calculated in accordance with Paragraph 13(b)i.
 - iii. Either Commerce or the Governmental Unit shall notify the Owner in writing of the amount to be repaid and direct the Owner whether to repay such amount to the Governmental Unit for return to Commerce or repay the amount directly to Commerce. All such amounts shall be due immediately upon demand by the Governmental Unit or Commerce. If not paid within thirty (30) days following demand, the unpaid amount due hereunder and under the Promissory Note shall bear interest at the rate of 10% per annum after demand until paid. Upon default in such payment, the Governmental Unit or Commerce may employ an attorney to enforce their respective rights and remedies, and the Owner hereby agrees to pay the legal costs and reasonable attorneys' fees of the Governmental Unit and Commerce plus all other reasonable expenses incurred by such party in exercising any of its rights and remedies upon such defaults.

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- (c). If there is a breach of any of the requirements, covenants or agreements in this LBC (including, without limitation, a failure to repay the amount required under Paragraph 13(b) within the time required), or if there are any representations or warranties which are untrue as to a material fact in this LBC or in relation to the LBC or the Project (including the performance thereof), the Owner agrees that the Governmental Unit or Commerce may require repayment from the Owner of an amount of Loan funds to be determined in their sole discretion but not to exceed the amount of Loan funds the Owner has already received under this LBC. Such requirements, covenants or agreements include but are not limited to Paragraphs 2, 3, 4, 9, 11 and 12 of this LBC.
14. No Waiver by Governmental Unit or the State. Failure of the Governmental Unit or the State (including, without limitation, the Rural Authority and Commerce) at any time to require performance of any term or provision of this LBC shall in no manner affect the rights of the Governmental Unit or the State at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the Governmental Unit or the State of any condition or the breach of any term, provision or representation contained in this LBC, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.
15. Waiver of Objections to Timeliness of Legal Action. The Owner knowingly waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the Governmental Unit or the State (including Commerce) to enforce their rights under this LBC. This waiver includes any objections the Owner may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.
16. Special Provisions and Conditions.
- (a). Nondiscrimination. The Owner agrees that it will not, and will ensure that the Business will not, discriminate by reason of age, race, religion, color, sex, national origin or disability related to the activities of this LBC or the Project.
- (b). Compliance with Laws. The Owner shall at all times, and shall cause any Business at all times to, observe and comply with all laws, regulations, codes, rules, ordinances and other requirements (together, "Laws") of the state, federal and local governments which may in any manner affect the performance of the LBC or the Project.
- (c). Non-Assignability. The Owner shall not assign or transfer any interest in the LBC without the prior written consent of the Governmental Unit and Commerce; provided however, that claims for money due to the Owner from the Governmental Unit under this LBC may be assigned to any commercial bank or other financial institution without such approval.
- (d). Personnel. The Owner represents that it and any Business have or will secure at their own expense all personnel required to monitor, carry out and perform the scope of services of this LBC and the Project. Such employees shall not be employees of the State (including, without limitation, the Rural Authority or Commerce) or the Governmental Unit. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.

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17. Notice. All notices required or permitted hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States Mail, certified, return receipt requested, postage prepaid, and addressed as follows:

If to the Governmental Unit:

Attn: _____

To the Owner:

Attn: _____

or addressed to such other address or to the attention of such other individual as either party above shall specify in a notice pursuant to this subsection.

- 18. Entire Agreement. This LBC supersedes all prior agreements between the Governmental Unit and the Owner with regard to the Loan and the Project and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Parties.
- 19. Execution. This LBC may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and all such counterparts, together, shall constitute one and the same LBC which shall be sufficiently evidenced by one of such original counterparts.
- 20. Construction. This LBC shall be construed and governed by the laws of the State of North Carolina.
- 21. Severability. Each provision of this LBC is intended to be severable and, if any provision of this LBC is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this LBC, but this LBC shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

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22. Force Majeure. If (a) during the Grant Term the real or personal property located on or constituting the Property suffers damage or destruction caused by acts of God, fires, floods, storms, insurrection, riots, acts of the public enemy, national catastrophe, or similar unexpected events, (b) such damage or destruction was not principally caused by the negligence, willful misconduct or violation of applicable law by the Owner, (c) the Owner uses reasonable efforts to repair, or to work around, such damage or destruction reasonably promptly, and (d) as a direct result of such damage or destruction the Owner cannot satisfy the requirements and obligations of Sections 3 of this Agreement as and when this Agreement requires, then the Owner will be entitled to an extension of time not to exceed sixty (60) days to satisfy the requirements and obligations of Section 3 of this Agreement; provided that the Governmental Unit in its sole discretion with respect to the obligations it is owed by the Owner, may elect to extend that sixty day period to give the Owner additional time to satisfy those requirements.

IN WITNESS WHEREOF, the parties hereto have executed this LBC as of the date first above written.

Governmental Unit Name: _____

Signature: _____ [SEAL]

Printed Name: _____

Title: _____

Owner Name: _____

Signature: _____ [SEAL]

Printed Name: _____

Title: _____

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For VALUE RECEIVED and subject to the terms of and secured by the Rural Economic Development Loan Agreement and Legally Binding Commitment – Private-Owner Building Reuse Program, Reference Number 2016-061-3201-2587 (“LBC,” which is incorporated by reference herein), the undersigned borrower[s] (the “Owner”) jointly and severally promise[s] to pay to lender City of Greenville or its assigns (together, the “Governmental Unit”) or to the intended third-party beneficiary of this Promissory Note, the North Carolina Department of Commerce (“Commerce”), upon demand and as directed by either the Governmental Unit or Commerce, an amount of principal loan (“Loan”) funds under the LBC up to and including \$60,000.00 Dollars but which amount shall not exceed the amount of Loan funds the Owner has actually received under the LBC, plus interest and attorney’s fees as addressed below. Unless otherwise specified herein, capitalized terms in this Promissory Note shall have the same meaning as those set forth in the LBC.

The Owner acknowledges and represents that: (i) the undersigned is or are the only person(s), entity or entities who or that have any ownership interests in the certain real property located at:

in _____ County, North Carolina (the “Property”); and (ii) the undersigned shall be jointly and severally liable for any and all debts secured by this Promissory Note.

The Owner further acknowledges that: (i) in order for the Owner to receive the Loan, the LBC requires the Owner to complete a “Project”; (ii) in order for the Owner to receive the Loan, what the LBC identifies as the “Business” must maintain certain jobs and create and maintain certain other jobs in working with the Owner to complete the Project; (iii) the Loan from the Governmental Unit to the Owner under the LBC consists entirely of a grant from the State of North Carolina to the Governmental Unit, subject to certain clawback provisions; (iv) Commerce is an intended third-party beneficiary to the LBC and to this Promissory Note; and (v) the LBC specifies those circumstances in which the Governmental Unit or Commerce can terminate the LBC and require the Owner to repay an amount of Loan funds according to a formula or else in an amount to be determined in the sole discretion of the Governmental Unit or Commerce but which amount shall not exceed the amount of Loan funds the Owner has actually received under the LBC.

Upon default, the Governmental Unit and/or Commerce may employ attorneys to enforce their rights and remedies under this Promissory Note and the LBC, and the Owner agrees to pay their reasonable attorneys’ fees, plus all other reasonable expenses they incur in exercising their rights and remedies upon default. The rights and remedies of the Governmental Unit and

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Commerce, as described in this Promissory Note and the LBC, shall be cumulative and may be pursued singly, successively or together against the Owner (including each of the undersigned), the Property, or any other funds, property or security held by the Owner for payment or security, in the sole discretion of the Governmental Unit and Commerce. The failure to exercise any such right or remedy shall not be a waiver or release of such rights or remedies or the right to exercise any of them at another time.

The Owner hereby waives protest, presentment, notice of dishonor and notice of acceleration and maturity and agrees to remain bound for the payment of principal, interest and all other sums due under this Promissory Note and the LBC, notwithstanding any change or changes by way of release, surrender, exchange, modification or substitution of any security for this Promissory Note, or by way of any extension or extensions of time for the payment of principal and interest; and the Owner waives all and every kind of notice of such change or changes and agrees that the same may be made without notice of or consent to any of them.

This Promissory Note may not be amended, changed or altered except in writing executed by the Owner, the Governmental Unit and Commerce.

If not repaid within 30 days following demand hereunder, the Loan funds demanded by the Governmental Unit or Commerce under this Promissory Note shall bear interest at the rate of 10% per annum after demand until repaid. If either the Governmental Unit or Commerce initially demands Loan repayment from the Owner ("First Demand") in an amount less than the Loan funds the Owner has actually received under the LBC but, failing to receive repayment and, in its discretion under the LBC, increases the Loan repayment demand ("Second Demand") to the full amount the Owner has received under the LBC, then such interest on the difference between the First and Second Demands shall begin to accrue as of the date of the Second Demand.

For example, if under the terms of the LBC, a Business engages in an improper expenditure of Loan funds, the Governmental Unit has the discretion to require in a First Demand the partial repayment of Loan funds received by the Owner. Interest will begin to accrue at 10% per annum on whatever portion of the sum is not repaid as of the 31st day after the First Demand. Further, if the Owner fails to repay the First Demand in full, the Governmental Unit retains the discretion under the LBC to terminate the LBC and issue a Second Demand for the full repayment by the Owner of all Loan funds. Interest will continue accruing at 10% per annum on the original principal amount still unpaid from the First Demand and, following the expiration of 30 days from the Second Demand, interest will begin to accrue at 10% per annum on the additional unpaid principal Loan amount in the Second Demand.

Payment shall be made in lawful money of the United States of America via United States Mail First Class, Federal Express or UPS to the attention of the person at the address or in person at the address of the Governmental Unit or Commerce as directed in writing.

This Note shall be governed by, and construed in accordance with, the laws of the State of North Carolina.

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IN WITNESS WHEREOF, the undersigned has (have) caused these presents to be executed under seal, pursuant to authority duly given, the day and year first above written.

EVERY SIGNATORY BELOW EXPRESSLY REPRESENTS THAT ALL INDIVIDUALS OR ENTITIES WITH ANY OWNERSHIP INTERESTS IN THE PROPERTY HAVE EXECUTED THIS PROMISSORY NOTE.

Dated as of: _____, 20 _____

If by Individual: _____

Signature: _____ [SEAL]

Printed Name: _____

Dated as of: _____, 20 _____

If by Entity: _____

Signature: _____ [SEAL]

Printed Name: _____

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The North Carolina Department of Commerce (“Commerce”), an agency of the State of North Carolina (“State”), enters into this Rural Economic Development Grant Agreement (“Grant Agreement”) with the **City of Greenville** (the “Governmental Unit” and, together with Commerce, the “Parties”).

WHEREAS, the North Carolina General Assembly (“General Assembly”) has determined that it is the policy of the State to stimulate economic activity and to create new jobs for citizens of the State by providing matching grants or loans to specific local governmental units so as to productively reuse certain buildings and properties or expand rural health care facilities subject to the requirements of N.C.G.S. §§143B-472.127 and .128; and

WHEREAS, under N.C.G.S. §143B-472.128, the General Assembly created the North Carolina Rural Infrastructure Authority (“Rural Authority”) to review applications for and, where appropriate, authorize such matching grants or loans, and, under N.C.G.S. §§143B-472.126 and .127, the General Assembly authorized Commerce to administer such grants or loans; and

WHEREAS, pursuant to N.C.G.S. §§143B-472.127 and .128, and based on the terms, conditions and representations in this Grant Agreement’s Exhibits A (Scope of Project), Exhibit B (Payment Schedule), Exhibit C (Reporting Schedule), Exhibit D (Closeout Schedule/Job Requirements), Exhibit E (LBC), Exhibit F (Promissory Note) and Exhibit G (Waiver of Confidentiality (“Waiver”)), the Rural Authority has approved a grant (the “Grant”) to the Governmental Unit; and

WHEREAS, without limitation, the Rural Authority awarded the Grant: (1) based on the application filed by the Governmental Unit and any subsequent materials supporting the application that have been approved of by Commerce in writing, all of which are incorporated by reference herein; (2) based on the representation in the application that **Uptown Properties, LLC** (the “Owner”) owns certain real property located at:

418 Evans Street
Greenville, NC 27858

in **Pitt County**, North Carolina (the “Property”); (3) based on Commerce’s Grant requirements and guidelines, which are incorporated herein and which may be amended, modified or supplemented and applied accordingly to this Grant Agreement by Commerce in its sole discretion; and for (4) the creation and retention of certain jobs in the course of completing certain renovations/construction work at the Property (altogether, the “Project,” as summarized in Exhibit A to this Grant Agreement).

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration as set out herein, the Parties mutually agree to the following terms and conditions:

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1. Scope of Program/Agreements to be Executed.

- (a). As conditions of the Grant Agreement:
 - i. The highest elected official of the Governmental Unit shall execute two originals of this Grant Agreement in its exact form (unless Commerce approves of a change to its terms in writing) and shall return one of them to Commerce;
 - ii. The Governmental Unit shall ensure that its highest elected official and a duly authorized representative of the Owner execute two originals of the Rural Economic Development Loan Agreement and Legally Binding Commitment ("LBC") in its exact form (unless Commerce approves of a change to its terms in writing) and shall return one such original to Commerce with the one executed original of the Grant Agreement;
 - iii. The Governmental Unit shall ensure with the Owner that every individual or entity that has any ownership interest in the real property which is the subject of the Project executes two originals of the Promissory Note attached as Exhibit F in its exact form and shall return one such original to Commerce with the one executed originals of the Grant Agreement; and
 - iv. Exhibit A refers to the entity (or entities, as applicable) required to create and maintain certain full-time new jobs ("New Jobs") to complete the Project as the "Company," the "Employer" and the "Business" (together and hereinafter, the "Business"). The Governmental Unit shall ensure that an authorized representative of each Business executes a Waiver of Confidentiality ("Waiver"), attached as Exhibit G, and shall return the original of any such Waiver to Commerce with the executed originals of the Grant Agreement. The Governmental Unit shall also ensure that any additional Business which becomes involved in the Project after the Grant Agreement is finalized executes a Waiver upon its involvement, the original of which the Governmental Unit shall promptly forward to Commerce.
- (b). The Governmental Unit shall provide Commerce with any information obtained pursuant to the LBC and allow Commerce to execute any rights of the Governmental Unit under the LBC, including the Governmental Unit's rights of access, review or monitoring and Commerce's rights as a third-party beneficiary thereunder.
- (c). The Governmental Unit shall exercise all of its rights and duties under the LBC in a prudent and timely manner to ensure the use of the Grant funds for the intended purposes and objectives and to preserve the rights of Commerce in this Grant Agreement and the LBC.
- (d). The LBC specifies how many New Jobs the Business must create and maintain in the performance of the Project and, if the Business fails to do so, those Grant funds that the Owner must repay to the Governmental Unit for return to Commerce or else repay directly to Commerce, upon request and as directed. If such New Jobs are not created or maintained, then the Governmental Unit shall return to Commerce any Grant funds it has not already disbursed to the Owner, make a timely demand for repayment from the Owner and, if such repayment is not forthcoming, initiate and fully litigate legal proceedings against the Owner to recover such repayment.
- (e). Without limitation, failure by the Governmental Unit to timely demand repayment from and, if necessary, initiate and fully litigate such legal proceedings against the

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Owner may affect the future consideration of the Governmental Unit for grant programs administered by Commerce. Further, and without limitation, if the Governmental Unit fails to timely initiate legal proceedings against the Owner for such repayment and Commerce elects to do so instead, the Governmental Unit is responsible and agrees to reimburse Commerce for all litigation costs and reasonable attorneys' fees that Commerce incurs in pursuing repayment.

2. Changes in the Project or Other Conditions.

- (a). A "Project Change" is any material alteration, addition, deletion or expansion of the Project, including (without limitation) material changes to construction or rehabilitation, the terms or conditions of the loan under the LBC ("Loan"), the required number of New Jobs, the matching investment in the Project, any cessation of business by the Owner or any Business and any filing of bankruptcy by the Governmental Unit, the Owner or any Business. There shall be no Project Changes unless expressly approved of by Commerce in a separate, prior written agreement stating, if applicable, the costs and schedule for completing the Project Change.

Notwithstanding the foregoing and wherever referred to in this Grant Agreement, "cessation of business," "ceasing to do business" and "ceases to do business" shall not include (1) ceasing operations to maintain, service or upgrade real or personal property of the Owner, (2) seasonal shutdowns of operations as long as such cessation do not exceed a total of four (4) weeks in any calendar year (excluding time attributable to an event of force majeure as described below) and (3) under the circumstances of for the period of time described in Paragraph 17 below.

- (b). Additionally, the Governmental Unit shall immediately notify Commerce of any change in conditions or local law, or any other event, which may significantly affect its ability to oversee, administer or perform this Grant Agreement, the LBC or the Project. In its sole and unreviewable discretion, Commerce may deem such a change in conditions, local law or other event to constitute a Project Change.

3. Term of Grant Agreement. The effective period of this Grant Agreement shall commence on **6/23/2016** ("Effective Date") and shall terminate on **6/23/2018** unless terminated on an earlier date under the terms of this Grant Agreement (either one of which dates shall constitute the "Termination Date") or unless extended for an express term in writing by the Governmental Unit.

4. Funding. The Rural Authority grants to the Governmental Unit an amount not to exceed **\$60,000.00** for expenditures directly relating to the Project. The Governmental Unit hereby represents and warrants that all Grant funds shall be utilized exclusively for the purpose of the Project and consistent with all applicable laws, rules, regulations and requirements, and that the Governmental Unit shall not make or approve of any improper expenditure of Grant funds (including Loan funds). Administrative expenses of the Governmental Unit are not eligible for Grant funding and any such use of Grant funds will violate this Grant Agreement.

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5. Independent Status of the Governmental Unit.

- (a). The Governmental Unit is an entity independent from the Rural Authority and Commerce. The Grant Agreement, the LBC, the Project and any actions taken pursuant to them shall not be deemed to create a partnership or joint venture between or among Commerce, the Rural Authority, the Governmental Unit or any third party (including, without limitation, the Owner or any Business). Nor shall the Grant Agreement, the LBC or the Project be construed to make the Governmental Unit (including its employees, agents, members or officials) or any third party (including, without limitation, the Owner or any Business) employees, agents, members or officials of Commerce or the Rural Authority. Neither the Governmental Unit nor any third party (including, without limitation, the Owner or any Business) shall have the ability to bind Commerce or the Rural Authority to any agreement for payment of goods or services or represent to any person that they have such ability.
- (b). The Governmental Unit shall be responsible for payment of all of its expenses, including rent, office expenses and all forms of compensation to employees. The Governmental Unit shall provide worker's compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment tax or compensation, social security, income taxes, and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees who are performing work pursuant to this Grant Agreement. All expenses incurred by the Governmental Unit are its sole responsibility, and neither Commerce nor the Rural Authority shall be liable for the payment of any obligations incurred in the performance of the Project.

6. Method of Payment. Commerce shall pay the Grant funds to the Governmental Unit in accordance with the Payment Schedule attached hereto as Exhibit B after receipt of written requests for payment from the Governmental Unit certifying that the conditions for such payment under this Grant Agreement have been met and that the Governmental Unit is entitled to receive the amount so requested and any other documentation that may be required by Commerce.

7. Obligation of Funds. The Governmental Unit shall not obligate Grant funds prior to the Effective Date or subsequent to the Termination Date of this Grant Agreement. All obligations outstanding as of the Termination Date shall be liquidated within thirty days.

8. Project Records.

- (a). The Governmental Unit shall maintain full, accurate and verifiable financial records, supporting documents and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the State funds provided under this Grant Agreement separate from accounts for other awards, monetary contributions or other revenue sources for this Project.
- (b). The Governmental Unit shall retain all financial records, supporting documents and all other pertinent records related to the Project for a period of five (5) years from the Termination Date. In the event such records are audited, all Project records shall be

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retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.

9. Monitoring, Reports and Auditing.

- (a). The Governmental Unit agrees to ensure compliance and provide its assistance with such monitoring and auditing requirements as the State may request, including following the Termination Date of this Grant Agreement. Additionally, the Governmental Unit shall regularly monitor all performance under Grant-supported activities, including activities performed by the Owner and any Business, to ensure that time schedules are being met, New Jobs are being created and maintained and other performance goals are being achieved.
- (b). The Governmental Unit shall furnish Commerce detailed written progress reports according to the time periods specified in Exhibit C or as otherwise requested by Commerce. Such reports should describe the progress made by the Governmental Unit, the Owner and any Business toward achieving the purpose(s) of the Project, including specifically the goals of New Job creation and maintenance. Such descriptions should include the successes and problems encountered during the reporting period. Failure to submit a required report by the scheduled submission date will result in the withholding of any forthcoming payment until Commerce is in receipt of the delinquent report and the report meets with Commerce's approval, in Commerce's sole discretion.
- (c). The Governmental Unit acknowledges and agrees that, with regard to the Grant funds, it will be subject to the audit and reporting requirements prescribed by N.C.G.S §159-34, Local Government Finance Act - Annual Independent Audit; rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of Grant funding received by the Governmental Unit and are subject to change from time to time. Upon completion, the Governmental Unit shall forward to Commerce one copy of any audited financial statements and accompanying reports generated covering the period between the Effective Date and Termination Date of this Grant Agreement.
- (d). Within thirty (30) days after the Termination Date, the Governmental Unit shall submit a final report to Commerce describing the activities and accomplishments of the Project. The final report shall include a review of performance and activities over the entire Project period. In the final report, the Governmental Unit should describe the Project, how it was implemented, to what degree the established Project objectives were met and the difficulties encountered, what the Project changed and its cost.
- (e). The Governmental Unit grants the State and any of its related agencies, commissions or departments (including, without limitation, Commerce, the North Carolina State Auditor and the North Carolina Office of State Budget and Management) and any of their authorized representatives, at all reasonable times and as often as necessary (including after the Termination Date), access to and the right to inspect, copy, monitor, and examine all of the books, papers, records and other documents relating to the Grant Agreement, the LBC or the Project. Likewise, the Governmental Unit shall ensure that the Owner and any Business provide the same access. In addition,

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the Governmental Unit agrees to comply at any time, including after the Termination Date, with any requests by the State (including, without limitation, the Rural Authority or Commerce) for other financial and organizational materials to permit the State to comply with its fiscal monitoring responsibilities or to evaluate the short- and long-range impact of its programs.

10. Termination; Availability of Funds.

- (a). If the Governmental Unit fails to fulfill in a timely and proper manner its obligations or violates any of the covenants or stipulations under this Agreement, if the Owner fails to fulfill in a timely and proper manner its obligations or violates any of its covenants or stipulations under the LBC or if any Business fails to fulfill those requirements applicable to it in the LBC, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement and/or the LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, Commerce shall have no responsibility to make additional Grant payments. Upon such termination, the Governmental Unit shall not expend any Grant funds (including Loan funds) without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.
- (b). The obligations of the Rural Authority and/or Commerce to pay any amounts under this Grant Agreement are contingent upon the availability and continuation of funds for such purpose. If funds for the Grant (and therefore the Loan) become unavailable, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement and/or the LBC by giving written notice specifying the Termination Date, which Commerce shall determine in its sole discretion. Upon such termination, the State shall have no responsibility to make additional Grant payments. Further, upon such termination, the Governmental Unit shall not expend any Grant funds (including Loan funds) without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.

11. Liabilities and Loss. The Governmental Unit hereby agrees to release, indemnify and hold harmless the State (including, without limitation, the Rural Authority and Commerce), and their respective members, officers, directors, employees, agents and attorneys (together, the "Indemnified Parties"), from any claims of third parties (including, without limitation, the Owner and the Business) arising out of any act or omission of the Governmental Unit or any third party (including, without limitation, the Owner and the Business) in connection with the performance of this Grant Agreement, the LBC or the Project, and for all losses arising from their implementation. Without limiting the foregoing, the Governmental Unit hereby releases the Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with the Project, or resulting from any defect in the

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fixtures, machinery, equipment or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether arising out of acts, omissions, or negligence of the Governmental Unit or of any third party (including, without limitation, the Owner and the Business), or of any of their agents, contractors, servants, employees, licensees, lessees, or assignees), including any claims and losses accruing to or resulting from any and all subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project.

12. Governmental Unit Representations and Warranties. The Governmental Unit hereby represents and warrants that:
- (a). The execution and delivery of this Grant Agreement have been duly authorized by all necessary Governmental Unit action and are not in contravention of law or in contravention of the provisions of any indenture agreement or undertaking to which the Governmental Unit is a party or by which it is bound.
 - (b). There is no action, suit proceeding, or investigation at law or in equity or before any court, public board or body pending, or to the knowledge of the Governmental Unit, threatened against or affecting it, the Owner or the Business, that could or might adversely affect the Project or any of the transactions contemplated by this Grant Agreement or the validity or enforceability of this Grant Agreement or the abilities of the Governmental Unit or the Owner to discharge their obligations under this Grant Agreement. If it is subsequently found that an action, suit, proceeding, or investigation did or could threaten or affect the development of the Project, the Governmental Unit shall be liable to Commerce for repayment of the entire amount of the Grant and this Grant Agreement may be terminated by Commerce effective upon notice.
 - (c). No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Grant Agreement by the Governmental Unit or the performance of any of its obligations hereunder, or all such requisite governmental consents or approvals have been obtained. The Governmental Unit shall provide Commerce with evidence of the existence of any such necessary consents or approvals at the time of the execution of this Grant Agreement.
 - (d). The Governmental Unit is solvent.
 - (e). A cash match grant, loan or other funding ("Cash Match") equal to the amount of the Loan shall have been unconditionally committed to the Project. The Governmental Unit shall have procured and contributed at least five percent (5%) of this Cash Match, but no part of this 5% contribution can have derived, either directly or indirectly, from any other State or federal source. All Cash Match funds shall be utilized exclusively for the purpose of the Project, and there shall be no improper expenditures of Cash Match funds. All Cash Match funds shall be expended prior to or simultaneously with and at the same rate as the Owner's expenditure of Loan funds.
 - (f). Upon the Governmental Unit's reasonable inquiry of and receipt of supporting evidence from the Owner, both the Owner and any Business are duly authorized to do business under North Carolina law and are not delinquent on any federal, state or

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local taxes, licenses or fees.

13. Cessation/Termination, Bankruptcy, Dissolution or Insolvency.

- (a). Under the LBC, the Owner agrees at all times to preserve its legal existence, except that it may merge or consolidate with or into, or sell all or substantially all of its assets to, any entity that expressly undertakes, assumes for itself and agrees in writing to be bound by all of the obligations and undertakings of the Owner contained in the LBC. If the Owner so merges, consolidates or sells its assets without such an undertaking being provided, it agrees in the LBC to repay to the Governmental Unit or Commerce, upon request and as directed, all unspent Loan funds. Further, a merger, consolidation or sale without such an undertaking shall constitute a material default under the LBC, and the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner and hold the Owner liable for any other repayment provided for under the LBC.
- (b). Other than as provided for in Paragraph 13(a) above, if the Owner or any Business ceases to do business or becomes the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall be the sole responsibility of the Governmental Unit to (i) immediately notify Commerce and (ii) pursue any claim for Grant funds owed the State by the Owner or Business, including in any legal proceeding, to obtain the maximum payment allowed by law. To the extent the Governmental Unit fails to pursue repayment of the Grant funds in such a proceeding and obtain the maximum payment allowed by law, and without limitation, the Governmental Unit shall be liable to Commerce for all amounts that should have been awarded to the Unit in the proceeding if it had taken the necessary action (notwithstanding whether such amounts would have actually been paid by the Owner or Business). Alternatively, without limitation, if the Governmental Unit fails to pursue repayment of the Grant funds in such a proceeding and Commerce elects to do so instead, the Governmental Unit is responsible and agrees to reimburse Commerce for all legal costs and reasonable attorneys' fees that Commerce incurs in pursuing repayment.
- (c). If the Governmental Unit fails to provide Commerce notice of the Owner or any Business ceasing to do business or becoming the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall constitute a material default under this Grant Agreement. If there is such a cessation or such a proceeding, Commerce may terminate the Grant Agreement upon written notice to the Governmental Unit. If there is such a cessation or such a proceeding, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement and/or the LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, the Governmental Unit, the Owner and any Business shall not expend any Grant or Loan funds without Commerce's express written authorization and shall return all unspent Grant or Loan funds to Commerce upon demand and if permissible under applicable bankruptcy, dissolution or insolvency law.

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14. Additional Repayment Requirements and Remedies.

- (a). The repayment requirements and remedies addressed in this Paragraph 14 are in addition to those repayment requirements and other remedies set forth elsewhere in this Grant Agreement, including the requirements to repay unspent Grant funds. No remedy conferred or reserved by or to the State is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Grant Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- (b). If there is a breach of any of the requirements, covenants or agreements in this Grant Agreement or the LBC, or if there are any representations or warranties which are untrue as to a material fact in this Grant Agreement, the LBC or in relation to the LBC or the Project (including the performance thereof), the Governmental Unit agrees that Commerce has the sole discretion to require repayment from the Governmental Unit of an amount of Grant funds to be determined in Commerce's sole discretion but not to exceed the amount of Grant funds the Governmental Unit has already received under this Grant Agreement. Such requirements, covenants or agreements include but are not limited to Paragraphs 1, 2(a), 4, 10(a), 12 and 13 of this Grant Agreement and include but are not limited to the creation and retention of the New Jobs and the retention of the Baseline Number of jobs under the LBC.

15. No Waiver by the State. Failure of the State (including, without limitation, the Rural Authority and Commerce) at any time to require performance of any term or provision of this Grant Agreement or the LBC shall in no manner affect the rights of the State at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the State of any condition or the breach of any term, provision or representation contained in this Grant Agreement or the LBC, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.

16. Waiver of Objections to Timeliness of Legal Action. The Governmental Unit knowingly waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the State (including, without limitation, the Rural Authority or Commerce) to enforce its rights under this Grant Agreement. This waiver includes any objections the Governmental Unit may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.

17. Force Majeure. If (a) during the term of this Grant the real or personal property located on or constituting the Property suffers damage or destruction caused by acts of God, fires, floods, storms, insurrection, riots, acts of the public enemy, national catastrophe, or similar unexpected events, (b) such damage or destruction was not principally caused by the negligence, willful misconduct or violation of applicable law by the Owner, (c) the Owner uses reasonable efforts to repair, or to work around, such damage or destruction reasonably

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promptly, and (d) as a direct result of such damage or destruction the Owner cannot satisfy the requirements and obligations of Sections 3 of the LBC as and when the LBC requires, then the Owner will be entitled to an extension of time not to exceed sixty (60) days to satisfy the requirements and obligations of Section 3 of the LBC; provided that the Governmental Unit in its sole discretion with respect to the obligations it is owed by the Owner, may elect to extend that sixty day period to give the Owner additional time to satisfy those requirements.

18. Special Provisions and Conditions.

- (a). Non-discrimination. The Governmental Unit agrees not to discriminate by reason of age, race, religion, color, sex, national origin or disability related to the activities of this Grant Agreement.
- (b). Conflict of Interest. The Governmental Unit shall forward to Commerce along with the executed copies of this Grant Agreement a copy of its policy and any ordinance or resolution it has adopted addressing conflicts of interest that may arise involving the members of the Governmental Unit's governing body and/or any of its employees or officers involved in the Grant, the LBC or the Project. Such policy, ordinance or resolution shall address situations in which any of these individuals may directly or indirectly benefit, other than through receipt of their normal compensation in their capacities as the Governmental Unit's employees, officers or members of its governing body, from the Grant, the LBC or Project, and shall include actions to be taken by the Unit or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. Additionally, the Governmental Unit certifies that, as of the date it executes this Grant Agreement, no such individuals have such a conflict of interest or will directly or indirectly benefit, except in the capacities described above, from the Grant, LBC or Project. Throughout the duration of this Grant Agreement, the LBC and the Project, the Governmental Unit has the duty to promptly inform Commerce of any such conflict of interest or direct or indirect benefit of which it becomes aware.
- (c). Compliance with Laws. The Governmental Unit shall at all times observe and comply with all laws, regulations, codes, rules, ordinances and other requirements (together, "Laws") of the state, federal and local governments which may in any manner affect the performance of the Grant Agreement, the LBC or the Project.
- (d). Non-Assignability. The Governmental Unit shall not assign or transfer any interest in the Agreement without the prior written consent of Commerce; provided, however, that claims for money due to Governmental Unit from Commerce under this Agreement may be assigned to any commercial bank or other financial institution without such approval.
- (e). Personnel. The Governmental Unit represents that it has, or will secure at its own expense, all personnel required to monitor, carry out and perform the scope of services of this Agreement. Such employees shall not be employees of Commerce. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.

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19. Notice. All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States mails, certified, return receipt requested, first class, postage prepaid and addressed as follows:

If to the Rural Authority or Commerce: Attn: **Hazel Edmond**
North Carolina Department of Commerce
Rural Economic Development Division
301 North Wilmington Street
4346 Mail Service Center
Raleigh, North Carolina 27699-4346

If to the Governmental Unit: Attn: **The Honorable Allen M. Thomas**
City of Greenville
Post Office Box 7207
Greenville, NC 27835-7207

or addressed to such other address or to the attention of such other individual as Commerce or the Governmental Unit shall have specified in a notice delivered pursuant to this subsection.

20. Entire Agreement. This Grant Agreement supersedes all prior agreements between or among the Rural Authority and/or Commerce and the Governmental Unit with regard to the Project and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Commerce and the Governmental Unit.
21. Execution. This Grant Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and such counterparts, together, shall constitute one and the same Grant Agreement which shall be sufficiently evidenced by one of such original counterparts.
22. Construction. This Grant Agreement shall be construed and governed by the laws of the State of North Carolina.
23. Severability. Each provision of this Grant Agreement is intended to be severable and, if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this Grant Agreement, but this Grant Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

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24. Acceptance. If the Governmental Unit agrees to the Grant conditions as stated, please return the executed documents specified in Paragraph 1(a). This Grant may be withdrawn if Commerce has not received such documents within thirty (30) days from the date of the cover letter from Commerce to the Governmental accompanying this Grant Agreement and its Exhibits.

IN WITNESSETH WHEREOF, the parties hereto have executed this Grant Agreement as of the date first above written.

City of Greenville

Signature: _____ [SEAL]

Printed Name: _____

Title: _____

Date: _____

North Carolina Department of Commerce

Signature: Patricia Mitchell [SEAL]

Printed Name: Dr. Patricia Mitchell, CEcD

Title: Assistant Secretary, Rural Development Division

Date: 7-6-16

BUILDING REUSE PROGRAM - Vacant

2016-061-3201-2587

City of Greenville
Project Uptown Brewery

**EXHIBIT A
SCOPE OF PROJECT**

County Tier	2
Requested Amount	\$90,000
Recommended Amount	\$60,000
Total Renovation Cost	\$227,362
Leverage Amount	\$405,528
Total Investment	\$465,528

Project Business	Uptown Brewing Company
Total Jobs Proposed in NC	18
Total Jobs Committed for the Grant	12
Baseline Employment	0
Average Annual Wage (Proposed Jobs)	\$26,000
% of employer paid health premiums	50%

Summary: The City of Greenville requests assistance to support the reuse of a 3,764 sq. ft. building located at 418 Evans Street. The building was constructed in 1930 and has been vacant for 30 years. Uptown Brewing Company is a start-up, medium sized, full production brewery that will produce beer for consumption in the brewery’s tap room as well as in bars and restaurants locally and throughout eastern North Carolina. Renovations include electrical, HVAC, plumbing, and flooring.

**EXHIBIT B
PAYMENT SCHEDULE**

Eligible Expenditures:

Vacant Building Category: within the existing building footprint

Existing Business Building Category: within the existing building and/or additions

Rural Health Care Category: within the existing building, additions and/or new construction

Eligible costs under all funding categories include, but are not limited to: materials and labor to install HVAC, electrical, plumbing, fire alarm/suppression systems, roofing, flooring, carpentry, drywall, paint, etc. This is not an exhaustive list; grantees should contact the Rural Development Division for questions about whether a specific expense is eligible under the program.

The following costs are specifically prohibited under the program and may not be submitted for reimbursement or the matching funds requirement: building purchase, architectural costs, engineering costs, permit fees, surveys, legal fees, machinery & equipment, telephone hardware and software, computer hardware and software, furnishings, paving, fencing, kitchen equipment, refrigeration equipment, etc. This is not an exhaustive list; grantees should contact the Rural Development Division for questions about whether a specific expense is eligible under the program.

Any company in which any project partner has an ownership or management interest in may act as a contractor for the renovation project only if the company holds a valid NC General Contractors license. The relationship must have been disclosed to the Rural Development Division and a copy of the company’s license must have been included in the application. Licensed contracting companies owned or operated by any project partner that are used in the renovation project will be required to submit original invoices from the provider for all labor, materials, services and subcontracted work plus proof that those invoices have been paid in full.

BUILDING REUSE PROGRAM - Vacant

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City of Greenville
Project Uptown Brewery

Reimbursement Requirements:

The Department of Commerce will reimburse 50% of eligible expenditures up to the total grant amount upon receipt of the following:

1. A completed financial request form,
2. Evidence that the 5% local government match has been satisfied (first payment request),
3. Copies of eligible project invoices that support the request amount,
4. Evidence that the invoices submitted for reimbursement have been paid-in-full. Evidence may include copies cleared checks, wire transfer or ACH receipts, and/or credit card receipts. Invoices paid with cash and those not paid in full will not be reimbursed, and
5. Satisfaction of reporting requirements according to Exhibit C below.

Eligible expenditures may not be incurred prior to the effective date or subsequent to the termination date of the grant. Payments are subject to the availability of funds.

**EXHIBIT C
REPORTING SCHEDULE**

Grantees are required to submit progress and final reports, and job verification documentation according to the schedule below.

Report:	Report Due:
Progress Report	1/15/17
Progress Report	7/15/17
Progress Report	1/15/18
Final Report	7/23/18
Job Verification Documentation	7/23/18

Failure to submit progress reports as required:

1. Will result in non-payment of payment requests,
2. Can result in the immediate termination of the grant,
3. Can result in the demand for immediate repayment of any funds paid by The Department of Commerce, and
4. Will negatively impact the grantee's eligibility for future Commerce grants.

**EXHIBIT D
JOB VERIFICATION AND CLOSE OUT REQUIREMENTS**

Building Reuse and Rural Health Care loans are eligible for forgiveness once the creation and maintenance of the full-time jobs committed for the project, as well as, all reporting requirements are approved by Commerce. Below are the requirements and procedure for approval.

Job Verification

To be considered eligible, a full-time job must be filled with one employee who works at least 35 hours per week and is paid at least minimum wage. Part-time, full-time equivalents, or contract/consulting positions are not eligible.

Grantees should submit the following as evidence of job creation and maintenance:

1. **Job Certification Form**—both the grantee and the participating business are required to complete respective sections of this form that attests to the creation of the number of jobs full-time jobs committed to receive the grant. The form must be signed by the authorized representatives of the local government grantee and the participating business.

BUILDING REUSE PROGRAM - Vacant

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City of Greenville
Project Uptown Brewery

2. **NCUI 101 Forms**—The grantee should submit copies of each company's *Employer's Quarterly Tax and Wage Report* (NCUI 101 forms) that have been submitted to the North Carolina Employment Security Commission according to the requirements below.
 - NCUI 101 Forms should be submitted to Commerce using the Rural Drop Box (see instructions below).
 - The forms must include the appropriate number of quarters to show that the company maintained the required employment level for six-consecutive months.
 - The employment level reported must meet or exceed the baseline number of employees reported at the time of the application plus the number of new, full-time jobs committed for the grant.
 - The jobs created and the baseline must be maintained concurrently during the same six-month period.
 - If the NCUI 101 forms include employees from other locations in North Carolina, the names of the employees working in the grant funded project facility should be highlighted, and a multi-site report should be provided.
 - If the NCUI 101 forms include both full and part-time employees an "f" should be written next to the name of each full-time employee and a "p" should be written next to the name of each part-time employee.
3. **Final Report**—the grantee must submit the Final Report Form that describes the activities and outcomes of the project.
4. **Photos**—the grantee must submit digital photos on CD that show a variety of views of the completed project.

Rural DropBox

The Rural DropBox is a secure server for the receipt of job verification data in a secure manner. All job verification documents must be uploaded via the Rural DropBox:

A permanent username and password has been assigned to this project and must be used to upload the job verification documents.

Access the Rural DropBox at www.nccommerce.com/rdg.

The username and password for this project is as follows:

Username: 2016-061-3201-2587

Password: SpvP9174*

Please follow the directions below to upload documents:

1. Enter your username and password (provided above)
2. Follow the prompts on upload page (read directions and instructions carefully)
3. Enter a valid email address
4. Click the *Browse* button
5. Select the document you want to upload and *double click* or *highlight document and select open*;
6. **Click "Upload File"**

The submission will be date and time stamped and you will be alerted via email after you have successfully submitted your materials.

All required forms can be found on the Commerce website at <http://www.nccommerce.com/rd/rural-grants-programs/forms>

Objective:

Grantees and their partners must engage in the activities necessary to develop the project building to accommodate the business needs. All work should be completed according to the eligible costs provided in the application and contractor's cost estimates submitted. All activities must meet or exceed all applicable state and local building code requirements.

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_____ (the "Governmental Unit") enters into this Loan Agreement and Legally Binding Commitment (the "LBC," including the "Loan," defined below with _____ (the "Owner" and, together with the Governmental Unit, the "Parties").

WHEREAS, pursuant to N.C.G.S. §§143B-472.127 and .128, the North Carolina Rural Infrastructure Authority (the "Rural Authority") of the State of North Carolina ("State") has awarded a grant (the "Grant") to the Governmental Unit, and the North Carolina Department of Commerce ("Commerce"), an agency of the State, will administer the Grant; and

WHEREAS, the Grant is memorialized in an agreement (the "Grant Agreement") between Commerce and the Governmental Unit, and the Grant Agreement includes Exhibit A (Scope of Project), Exhibit B (Payment Schedule), Exhibit C (Reporting Schedule), Exhibit D (Closeout Schedule/Job Requirements), Exhibit E (this LBC, which incorporates by reference the Grant Agreement and its other Exhibits), Exhibit F (Promissory Note) and Exhibit G (Waiver of Confidentiality ("Waiver")); and

WHEREAS, without limitation, the Rural Authority awarded the Grant: (1) based on the application filed by the Governmental Unit and any subsequent materials supporting the application that have been approved of by Commerce in writing, all of which are incorporated into the Grant Agreement by reference; (2) based on the representation in the application that the Owner owns certain real property located at:

in _____ County, North Carolina (the "Property"); (3) based on Commerce's Grant requirements and guidelines, which are incorporated herein and which may be amended, modified or supplemented and applied accordingly to the Grant Agreement and this LBC by Commerce in its sole discretion; and for (4) the creation and retention of certain jobs in the course of completing certain renovations/construction work at the Property (altogether, the "Project," as summarized in Exhibit A to this Grant Agreement); and

WHEREAS, the Governmental Unit and the Owner are required to enter into this LBC as a condition of the Governmental Unit loaning the Grant funds to the Owner.

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration set out herein, the Parties mutually agree to the following terms and conditions:

1. Third-Party Beneficiary. The Parties agree that the State (including, without limitation,

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Commerce and the Rural Authority) is an intended third-party beneficiary of this LBC (including the Loan) and may, at its option, enforce the terms of this LBC or appear as a party in any litigation concerning the LBC.

2. Loan.

- (a) The Governmental Unit hereby loans to the Owner the sum of **\$60,000.00** (the "Loan"), which consists entirely of State Grant funds, to fund the Project. Exhibit A to the Grant Agreement refers to the entity (or entities, as applicable) required to create and maintain certain full-time new jobs, as defined in Paragraph 3(a), to complete the Project under this LBC as the "Company," the "Employer" and the "Business" (together and hereinafter, the "Business"). The Owner specifically acknowledges that: it must repay the Loan in accordance with the terms of this LBC if the Business does not create and maintain the new jobs required by Paragraph 3(a) below; and as evidence of its obligation to repay the Loan, the Owner has executed the Promissory Note, Exhibit F to the Grant Agreement, which the Owner represents, acknowledges and agrees has been signed by every individual or entity that has any ownership interest in the Property and is fully binding on the Owner.
- (b). As conditions of receiving the Loan:
 - i. The highest elected official of the Governmental Unit and a duly authorized representative of the Owner shall execute two originals of the LBC in its exact form (unless Commerce approves of a change to its terms in writing), and the Governmental Unit shall return one such original to Commerce;
 - ii. Every individual or entity that has any ownership interest in the Property shall execute two originals of the Promissory Note in its exact form, and the Governmental Unit shall return one such original to Commerce; and
 - iii. The Owner and the Governmental Unit shall ensure that an authorized representative of each Business executes a Waiver, Exhibit G to the Grant Agreement, and the Governmental Unit shall forward the original of any such Waiver to Commerce.
- (c). The Owner hereby represents and warrants that all Loan funds shall be utilized exclusively for the purpose of the Project and that it shall not make or approve of any improper expenditures of Loan funds.

3. New Job Creation, Maintenance of New Jobs and Baseline Number of Jobs and Verification.

- (a). New Job Creation and Maintenance of New Jobs and Baseline Number of Jobs. A "New Job" shall mean a full-time job (consisting of at least 35 hours per week of employment and eligibility for all benefits generally available for full-time employees of the Business) which is with the Business, is located in North Carolina, has a wage at least equal to the minimum wage, is created and maintained by the Business in order to complete the Project and is over and above the **0** full-time jobs in North Carolina ("Baseline Number") that the Business reported having at the time of the application for the Project. The Owner agrees that the Business shall be required to create and maintain in existence for six (6) consecutive months **12** New Jobs prior to the Termination Date, unless this term is extended pursuant to Paragraph 5. Separate and apart from these New Jobs, the Owner agrees that the Business shall be required

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to maintain in existence its Baseline Number of jobs for as long as it takes the Business to create and maintain its required number of New Jobs.

- (b). Verification. When the New Jobs required by Paragraph 3(a) have been created and maintained for six (6) consecutive months, the Owner shall notify the Governmental Unit so that it and/or Commerce can verify their creation and maintenance, as well as the maintenance of the Baseline Number of jobs and the satisfaction of all other conditions and terms of this LBC and the Project. The Owner shall cause any Business to provide to the Governmental Unit and Commerce, or their respective designees, full and complete access to all records of the Business necessary to verify the number and types of jobs created and maintained, the wages paid to employees and all other conditions and terms of this LBC and the Project. Failure of any Business to provide such access upon request shall constitute a material default by the Owner under the terms of this LBC and, in the sole discretion of the Governmental Unit and/or Commerce, may subject the Owner to repayment in an amount calculated under Paragraph 13 below.

4. Changes in the Project or Other Conditions.

- (a). A "Project Change" is any material alteration, addition, deletion or expansion of the Project, including (without limitation) material changes to construction or rehabilitation, the terms or conditions of the loan under the LBC, the required number of New Jobs, the matching investment in the Project, any cessation of business by the Owner or any Business and any filing of bankruptcy by the Owner or any Business. There shall be no Project Changes unless expressly approved of by Commerce and the Governmental Unit in a separate, prior written agreement stating, if applicable, the costs and schedule for completing the Project Change.
- (b). Additionally, the Owner shall immediately notify the Governmental Unit of any change in conditions or local law, or any other event, which may significantly affect the ability of it or any Business to perform the LBC or the Project. In their sole discretion, the Governmental Unit or Commerce may deem such a change in conditions, local law or other event to constitute a Project Change.

5. Term of LBC. The effective period of this LBC shall commence 6/23/2016 ("Effective Date") and shall terminate 6/23/2018 unless terminated on an earlier date under the terms of this LBC (either one of which dates shall constitute the "Termination Date") or unless extended for an express term in writing by the Governmental Unit.

6. Independent Status of the Governmental Unit.

- (a). The State (including, without limitation, the Rural Authority and Commerce) and the Governmental Unit are independent entities from one another and from the Owner and any third party (including, without limitation, any Business). The Grant Agreement, the LBC, the Project and any actions taken pursuant to them shall not be deemed to create a partnership or joint venture between the State and the Governmental Unit or between or among either of them and the Owner or any third party (including, without limitation, any Business). Nor shall the Grant Agreement, the LBC or the Project be construed to make any employees, agents or members of the Owner or any third party (including, without limitation, any Business) into

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- employees, agents, members or officials of the Governmental Unit or the State or to make employees, agents, members or officials of the Governmental Unit into employees, agents, members or officials of the State. Neither the Owner nor any third party (including, without limitation, any Business) shall have the ability to bind the Governmental Unit or the State to any agreement for payment of goods or services or represent to any person that they have such ability. Nor shall the Governmental Unit have the ability to bind the State to any agreement for payment of goods or services or represent to any person that it has such ability.
- (b). The Owner and any third party (including, without limitation, any Business) shall be responsible for payment of all their expenses, including rent, office expenses and all forms of compensation to their employees. The Owner and any third parties (including, without limitation, any Business) shall provide worker's compensation insurance to the extent required for their operations and shall accept full responsibility for payments of unemployment tax or compensation, social security, income taxes, and any other charges, taxes or payroll deductions required by law in connection with their operations, for themselves and their employees who are performing work pursuant to this LBC or the Project. All expenses incurred by the Owner or any third party (including, without limitation, any Business) are their sole responsibilities, and neither the Governmental Unit nor the State (including, without limitation, Commerce and the Rural Authority) shall be liable for the payment of any obligations incurred in the performance of the Project.
7. Project Records.
- (a). The Owner shall maintain and cause any Business to maintain full, accurate and verifiable financial records, supporting documents and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the State funds provided under this LBC separate from accounts for other awards, monetary contributions or other revenue sources for this Project.
- (b). The Owner shall retain and cause any Business to retain all financial records, supporting documents and all other pertinent records related to this LBC, the Loan and the Project for a period of five (5) years from the Termination Date. In the event such records are audited, all such records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.
8. Monitoring, Reports and Auditing. The Owner agrees to generate and to cause any Business to generate such reports regarding the LBC or the Project as may be requested by the Governmental Unit or the State (including, without limitation, the Rural Authority or Commerce) in such form as they may request, including after the Termination Date. The Owner further grants and shall cause any Business to grant the Governmental Unit or the State (including any of its agencies, commissions or departments such as Commerce, the North Carolina State Auditor and the North Carolina Office of State Budget and Management) and any of their authorized representatives, at all reasonable times and as often as necessary (including after the Termination Date), access to and the right to inspect, copy, monitor and examine all of the books, papers, records and other documents relating to the LBC or the Project. In addition, the Owner agrees to comply and to cause any Business to comply at any time, including after the Termination Date, with any requests by

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the State (including, without limitation, the Rural Authority or Commerce) for other financial and organizational materials to permit the State to comply with its fiscal monitoring responsibilities or to evaluate the short- and long-range impact of its programs.

9. Termination; Availability of Funds.

- (a). If the Owner fails to fulfill in a timely and proper manner its obligations or violates any of its covenants or stipulations under the LBC or if any Business fails to fulfill those requirements applicable to it in the LBC, the Owner agrees that the Governmental Unit or Commerce has the right to terminate the LBC by giving the Owner written notice specifying the Termination Date, which shall be determined by the Governmental Unit or Commerce in their sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to either the Governmental Unit or Commerce, upon request and as directed.
- (b). If the Governmental Unit fails to fulfill in a timely and proper manner its obligations or violates any of the covenants or stipulations under its Grant Agreement with Commerce, the Owner agrees that Commerce has the right to terminate its Grant Agreement with the Governmental Unit and/or terminate this LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to either the Governmental Unit or Commerce, upon request and as directed.
- (c). The obligations of the Rural Authority and/or Commerce to pay any Grant funds to the Governmental Unit and for the Governmental Unit to pay any Loan amounts to the Owner under this LBC are contingent upon the availability and continuation of funds for such purpose. If funds for the Grant and therefore the Loan become unavailable, the Owner agrees that either Commerce or the Governmental Unit has the right to terminate this LBC by giving written notice specifying the Termination Date, which either the Governmental Unit or Commerce may determine in their sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to the Governmental Unit or Commerce, upon demand and as directed.

10. Liabilities and Loss. The Owner hereby agrees to release, indemnify and hold harmless the Governmental Unit and the State (including the Rural Authority and Commerce), and their respective members, officers, directors, employees, agents and attorneys (hereinafter collectively referred to as "Indemnified Parties"), from any claims of third parties (including, without limitation, any Business) arising out of any act or omission of the Owner or any third party (including, without limitation, any Business) in connection with

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the performance of this LBC or the Project, and for all losses arising from implementation of this LBC or the Project. Without limiting the foregoing, the Owner hereby releases the Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with the Project, or resulting from any defect in the fixtures, machinery, equipment or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether or not arising out of acts, omissions or negligence of the Owner or of any third party (including, without limitation, any Business), or of any of their agents, contractors, servants, employees, licensees, lessees, or assignees), including any claims and losses accruing to or resulting from any and all subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project.

11. Owner Representations and Warranties. The Owner hereby represents and warrants that:
- (a). The Owner and every Business are duly authorized to do business under North Carolina law and are not delinquent on any federal, state or local taxes, licenses or fees.
 - (b). This LBC has been entered into and executed on behalf of the Owner by an individual with full actual and apparent authority to bind the Owner to the terms hereto, and the execution and delivery of this LBC have been duly authorized by all necessary action, and are not in contravention of law nor in contravention of any certificate of authority, bylaws or other applicable organizational documents of the Owner, nor are they in contravention of the provisions of any indenture, agreement or undertaking to which the Owner is a party or by which it is bound.
 - (c). The Promissory Note has been executed by every individual or entity that has any ownership interest in the Property and is fully binding on the Owner.
 - (d). There is no action, suit, proceeding or investigation at law or in equity before any court, public board or body pending, or, to the Owner's knowledge, threatened against or affecting the Owner, that could or might adversely affect the Project, the creation of the New Jobs or any of the transactions contemplated by this LBC, or the validity or enforceability of this LBC or the Owner's ability to discharge its obligations under this LBC.
 - (e). Upon the Owner's reasonable inquiry of any Business, there is no action, suit, proceeding or investigation at law or in equity before any court, public board or body pending, threatened against or affecting any Business that could or might adversely affect the Project, the creation of the Jobs or any of the transactions contemplated by this LBC or the validity or enforceability of this LBC or the ability of any Business to create the Jobs specified herein.
 - (f). No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this LBC by the Owner or the performance of any of its obligations hereunder, or else all such requisite governmental consents or approvals have been obtained. The Owner shall provide the Governmental Unit or

- Commerce with evidence of the existence of any such necessary consents or approvals at the time of the execution of this LBC.
- (g). The Owner is solvent and has inquired of and received reasonable evidence from any Business of the solvency of that Business.
 - (h). A cash match grant, loan or other funding (“Cash Match”) equal to the amount of the Loan shall have been unconditionally committed to the Project. The Governmental Unit shall have procured and contributed at least five percent (5%) of this Cash Match, but no part of this 5% contribution can have derived, either directly or indirectly, from any other State or federal source. The Owner hereby represents and warrants that all Cash Match funds shall be utilized exclusively for the purpose of the Project and that it shall not make or approve of improper expenditures of Cash Match funds. The Owner shall expend all Cash Match funds prior to or simultaneously with and at the same rate as its expenditure of Loan funds.
12. Cessation/Termination, Bankruptcy, Dissolution or Insolvency.
- (a). The Owner shall at all times preserve its legal existence, except that it may merge or consolidate with or into or sell all or substantially all of its assets to any entity that expressly undertakes, assumes for itself and agrees in writing to be bound by all of the obligations and undertakings of the Owner contained in this LBC. If the Owner so merges, consolidates or sells its assets without such an undertaking being provided, it agrees to repay to the Governmental Unit or Commerce, upon request and as directed, all unspent Loan funds. Further, any merger, consolidation or sale without such an undertaking shall constitute a material default under this LBC, and the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner and hold the Owner liable for any other repayment provided for under this LBC.
 - (b). Other than as provided for in Paragraph 12(a), if the Owner or any Business ceases to do business or becomes the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, the Owner shall give the Governmental Unit immediate notice of the event, shall not expend any Loan funds without the express written authorization of the Governmental Unit and shall return all unspent Loan funds to the Governmental Unit or Commerce, upon demand and as directed and if permissible under applicable bankruptcy, dissolution or insolvency law.
 - (c). If the Owner fails to provide the Governmental Unit notice of the Owner or any Business ceasing to do business or becoming the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall constitute a material default under this LBC. If there is such a cessation or such a proceeding, the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner. Upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and shall return all unspent Loan funds to the Governmental Unit or Commerce upon demand and as directed and if permissible under applicable bankruptcy, dissolution or insolvency law.
 - d). Notwithstanding the foregoing and wherever referred to in this LBC, “ceases to do business” shall not include (1) ceasing operations to maintain, service or upgrade real or personal property of the Owner, (2) season shutdowns of operations as long as such

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cessation does not exceed a total of four (4) weeks in any calendar year (excluding time attributable to an event of force majeure as described below) and (3) under the circumstances for the period of time described in Paragraph 22 below.

13. Additional Repayment Requirements and Remedies.

- (a). The repayment requirements and remedies addressed in this Paragraph 13 are in addition to those repayment requirements and other remedies set forth elsewhere in this LBC, including the requirements to repay unspent Loan funds. No remedy conferred or reserved by or to the State or the Governmental Unit is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this LBC, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.
- (b). The Owner acknowledges that the Grant by the Rural Authority and the Loan by the Governmental Unit are predicated upon the creation and maintenance of the New Jobs and maintenance of the Baseline Number of jobs required by Paragraph 3(a) and that failure to create and/or maintain them will constitute a material default of this LBC.
 - i. If the Business fails to create and maintain such New Jobs, then the Owner shall repay to the Governmental Unit or Commerce, as directed, an amount equal to the product of (i) \$5,000.00 (the amount of Loan funds divided by the number of New Jobs required to be created in Paragraph 3(a) and (ii) the number of New Jobs required to be created in Paragraph 3(a), minus the number of New Jobs actually created, above the Baseline Number reported, that have been in existence for six (6) consecutive months.
 - ii. Additionally, in the event that the Business fails to maintain its Baseline Number of jobs as required under Paragraph 3(a), the Business shall lose credit for any qualifying New Jobs under this LBC by the same number of jobs that the Baseline Number is short. For example, if the Baseline Number of jobs falls short by three (3) jobs as of the date the Business has created and maintained all required New Jobs, the number of New Jobs deemed created and maintained shall be reduced by three (3). The amount the Business must repay shall then be calculated in accordance with Paragraph 13(b)i.
 - iii. Either Commerce or the Governmental Unit shall notify the Owner in writing of the amount to be repaid and direct the Owner whether to repay such amount to the Governmental Unit for return to Commerce or repay the amount directly to Commerce. All such amounts shall be due immediately upon demand by the Governmental Unit or Commerce. If not paid within thirty (30) days following demand, the unpaid amount due hereunder and under the Promissory Note shall bear interest at the rate of 10% per annum after demand until paid. Upon default in such payment, the Governmental Unit or Commerce may employ an attorney to enforce their respective rights and remedies, and the Owner hereby agrees to pay the legal costs and reasonable attorneys' fees of the Governmental Unit and Commerce plus all other reasonable expenses incurred by such party in exercising any of its rights and remedies upon such defaults.

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- (c). If there is a breach of any of the requirements, covenants or agreements in this LBC (including, without limitation, a failure to repay the amount required under Paragraph 13(b) within the time required), or if there are any representations or warranties which are untrue as to a material fact in this LBC or in relation to the LBC or the Project (including the performance thereof), the Owner agrees that the Governmental Unit or Commerce may require repayment from the Owner of an amount of Loan funds to be determined in their sole discretion but not to exceed the amount of Loan funds the Owner has already received under this LBC. Such requirements, covenants or agreements include but are not limited to Paragraphs 2, 3, 4, 9, 11 and 12 of this LBC.
14. No Waiver by Governmental Unit or the State. Failure of the Governmental Unit or the State (including, without limitation, the Rural Authority and Commerce) at any time to require performance of any term or provision of this LBC shall in no manner affect the rights of the Governmental Unit or the State at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the Governmental Unit or the State of any condition or the breach of any term, provision or representation contained in this LBC, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.
15. Waiver of Objections to Timeliness of Legal Action. The Owner knowingly waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the Governmental Unit or the State (including Commerce) to enforce their rights under this LBC. This waiver includes any objections the Owner may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.
16. Special Provisions and Conditions.
- (a). Nondiscrimination. The Owner agrees that it will not, and will ensure that the Business will not, discriminate by reason of age, race, religion, color, sex, national origin or disability related to the activities of this LBC or the Project.
- (b). Compliance with Laws. The Owner shall at all times, and shall cause any Business at all times to, observe and comply with all laws, regulations, codes, rules, ordinances and other requirements (together, "Laws") of the state, federal and local governments which may in any manner affect the performance of the LBC or the Project.
- (c). Non-Assignability. The Owner shall not assign or transfer any interest in the LBC without the prior written consent of the Governmental Unit and Commerce; provided however, that claims for money due to the Owner from the Governmental Unit under this LBC may be assigned to any commercial bank or other financial institution without such approval.
- (d). Personnel. The Owner represents that it and any Business have or will secure at their own expense all personnel required to monitor, carry out and perform the scope of services of this LBC and the Project. Such employees shall not be employees of the State (including, without limitation, the Rural Authority or Commerce) or the Governmental Unit. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.

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22. Force Majeure. If (a) during the Grant Term the real or personal property located on or constituting the Property suffers damage or destruction caused by acts of God, fires, floods, storms, insurrection, riots, acts of the public enemy, national catastrophe, or similar unexpected events, (b) such damage or destruction was not principally caused by the negligence, willful misconduct or violation of applicable law by the Owner, (c) the Owner uses reasonable efforts to repair, or to work around, such damage or destruction reasonably promptly, and (d) as a direct result of such damage or destruction the Owner cannot satisfy the requirements and obligations of Sections 3 of this Agreement as and when this Agreement requires, then the Owner will be entitled to an extension of time not to exceed sixty (60) days to satisfy the requirements and obligations of Section 3 of this Agreement; provided that the Governmental Unit in its sole discretion with respect to the obligations it is owed by the Owner, may elect to extend that sixty day period to give the Owner additional time to satisfy those requirements.

IN WITNESS WHEREOF, the parties hereto have executed this LBC as of the date first above written.

Governmental Unit Name: _____

Signature: _____ [SEAL]

Printed Name: _____

Title: _____

Owner Name: _____

Signature: _____ [SEAL]

Printed Name: _____

Title: _____

Promissory Note, Private Owner
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EXHIBIT F

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For VALUE RECEIVED and subject to the terms of and secured by the Rural Economic Development Loan Agreement and Legally Binding Commitment – Private-Owner Building Reuse Program, Reference Number 2016-061-3201-2587 (“LBC,” which is incorporated by reference herein), the undersigned borrower[s] (the “Owner”) jointly and severally promise[s] to pay to lender City of Greenville or its assigns (together, the “Governmental Unit”) or to the intended third-party beneficiary of this Promissory Note, the North Carolina Department of Commerce (“Commerce”), upon demand and as directed by either the Governmental Unit or Commerce, an amount of principal loan (“Loan”) funds under the LBC up to and including \$60,000.00 Dollars but which amount shall not exceed the amount of Loan funds the Owner has actually received under the LBC, plus interest and attorney’s fees as addressed below. Unless otherwise specified herein, capitalized terms in this Promissory Note shall have the same meaning as those set forth in the LBC.

The Owner acknowledges and represents that: (i) the undersigned is or are the only person(s), entity or entities who or that have any ownership interests in the certain real property located at:

in _____ County, North Carolina (the “Property”); and (ii) the undersigned shall be jointly and severally liable for any and all debts secured by this Promissory Note.

The Owner further acknowledges that: (i) in order for the Owner to receive the Loan, the LBC requires the Owner to complete a “Project”; (ii) in order for the Owner to receive the Loan, what the LBC identifies as the “Business” must maintain certain jobs and create and maintain certain other jobs in working with the Owner to complete the Project; (iii) the Loan from the Governmental Unit to the Owner under the LBC consists entirely of a grant from the State of North Carolina to the Governmental Unit, subject to certain clawback provisions; (iv) Commerce is an intended third-party beneficiary to the LBC and to this Promissory Note; and (v) the LBC specifies those circumstances in which the Governmental Unit or Commerce can terminate the LBC and require the Owner to repay an amount of Loan funds according to a formula or else in an amount to be determined in the sole discretion of the Governmental Unit or Commerce but which amount shall not exceed the amount of Loan funds the Owner has actually received under the LBC.

Upon default, the Governmental Unit and/or Commerce may employ attorneys to enforce their rights and remedies under this Promissory Note and the LBC, and the Owner agrees to pay their reasonable attorneys’ fees, plus all other reasonable expenses they incur in exercising their rights and remedies upon default. The rights and remedies of the Governmental Unit and

Promissory Note, Private Owner
BUILDING REUSE PROGRAM

EXHIBIT F

2016-061-3201-2587

Commerce, as described in this Promissory Note and the LBC, shall be cumulative and may be pursued singly, successively or together against the Owner (including each of the undersigned), the Property, or any other funds, property or security held by the Owner for payment or security, in the sole discretion of the Governmental Unit and Commerce. The failure to exercise any such right or remedy shall not be a waiver or release of such rights or remedies or the right to exercise any of them at another time.

The Owner hereby waives protest, presentment, notice of dishonor and notice of acceleration and maturity and agrees to remain bound for the payment of principal, interest and all other sums due under this Promissory Note and the LBC, notwithstanding any change or changes by way of release, surrender, exchange, modification or substitution of any security for this Promissory Note, or by way of any extension or extensions of time for the payment of principal and interest; and the Owner waives all and every kind of notice of such change or changes and agrees that the same may be made without notice of or consent to any of them.

This Promissory Note may not be amended, changed or altered except in writing executed by the Owner, the Governmental Unit and Commerce.

If not repaid within 30 days following demand hereunder, the Loan funds demanded by the Governmental Unit or Commerce under this Promissory Note shall bear interest at the rate of 10% per annum after demand until repaid. If either the Governmental Unit or Commerce initially demands Loan repayment from the Owner ("First Demand") in an amount less than the Loan funds the Owner has actually received under the LBC but, failing to receive repayment and, in its discretion under the LBC, increases the Loan repayment demand ("Second Demand") to the full amount the Owner has received under the LBC, then such interest on the difference between the First and Second Demands shall begin to accrue as of the date of the Second Demand.

For example, if under the terms of the LBC, a Business engages in an improper expenditure of Loan funds, the Governmental Unit has the discretion to require in a First Demand the partial repayment of Loan funds received by the Owner. Interest will begin to accrue at 10% per annum on whatever portion of the sum is not repaid as of the 31st day after the First Demand. Further, if the Owner fails to repay the First Demand in full, the Governmental Unit retains the discretion under the LBC to terminate the LBC and issue a Second Demand for the full repayment by the Owner of all Loan funds. Interest will continue accruing at 10% per annum on the original principal amount still unpaid from the First Demand and, following the expiration of 30 days from the Second Demand, interest will begin to accrue at 10% per annum on the additional unpaid principal Loan amount in the Second Demand.

Payment shall be made in lawful money of the United States of America via United States Mail First Class, Federal Express or UPS to the attention of the person at the address or in person at the address of the Governmental Unit or Commerce as directed in writing.

This Note shall be governed by, and construed in accordance with, the laws of the State of North Carolina.

Promissory Note, Private Owner
BUILDING REUSE PROGRAM

EXHIBIT F

2016-061-3201-2587

IN WITNESS WHEREOF, the undersigned has (have) caused these presents to be executed under seal, pursuant to authority duly given, the day and year first above written.

EVERY SIGNATORY BELOW EXPRESSLY REPRESENTS THAT ALL INDIVIDUALS OR ENTITIES WITH ANY OWNERSHIP INTERESTS IN THE PROPERTY HAVE EXECUTED THIS PROMISSORY NOTE.

Dated as of: _____ , 20 _____

If by Individual: _____

Signature: _____ [SEAL]

Printed Name: _____

Dated as of: _____ , 20 _____

If by Entity: _____

Signature: _____ [SEAL]

Printed Name: _____

Limited Waiver of Confidentiality
Unemployment Tax and Wage Records
BUILDING REUSE PROGRAM

EXHIBIT G

2016-061-3201-2587

Name of Taxpayer _____

Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

NC Unemployment Insurance Acct #: _____ Fed Tax ID #: _____

I hereby waive any right to confidentiality, as found in N.C.G.S. 96-4 or otherwise, for the limited purpose of authorizing disclosure of certain information contained in the quarterly unemployment insurance tax records of the above-named taxpayer (hereinafter, "Company") filed with the Division of Employment Security ("DES") of the North Carolina Department of Commerce to the **City of Greenville** ("Governmental Unit") and to the employees of the Rural Economic Division of the North Carolina Department of Commerce ("Rural Division") and members of the North Carolina Rural Infrastructure Authority ("Rural Authority") for the limited purpose of evaluating the issuance of and, in the event of such issuance, administering and ensuring compliance with, a grant and loan pursuant to N.C.G.S. 143B-472.127 and .128.

I recognize that DES is authorized to provide this information to the public officials of the Governmental Unit, the Rural Division and the Rural Authority in the performance of their public duties and that the verification of employment information for the purpose of administering the grant and loan at issue is within the scope of the public duties of the Governmental Unit, the Rural Division and the Rural Authority. I hereby authorize DES to disclose information contained in the Company's quarterly unemployment insurance tax records (the NCUI-101 or successor form) to the Governmental Unit, the Rural Division and/or the Authority for these purposes.

I recognize that unemployment insurance tax information provided in the aggregate to DES and disclosed to the Governmental Unit, the Rural Division and/or the Authority, and the Company's aggregated tax and wage information provided to or otherwise in possession of the Governmental Unit, the Rural Division and/or the Authority, may be treated as public information. This waiver is not intended to release the Governmental Unit, the Rural Division and/or the Authority from any obligation they may have under North Carolina law to maintain the confidentiality of any and all information which could reveal or permit someone to ascertain the identity of any individual employee or that employee's line item unemployment insurance tax or other tax or wage information.

Signature Chief Financial Officer or Other Authorized Company Official

Print Name

Title

Date

**Iran Divestment Act Certification
BUILDING REUSE PROGRAM**

EXHIBIT H-1

2016-061-3201-2587

Local Government Certification

Name of Entity: City of Greenville

Address of Entity: _____

**IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 147-86.59**

As of the date listed below, the entity listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58.

The undersigned hereby certifies that he or she is authorized by the entity listed above to make the foregoing statement.

Signature Date

Printed Name Title

Notes to persons signing this form:

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina Local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into (if the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and will be updated every 180 days.

**Iran Divestment Act Certification
BUILDING REUSE PROGRAM**

EXHIBIT H-2

2016-061-3201-2587

Property Owner Certification

Name of Entity: _____

Address of Entity: _____

**IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 147-86.59**

As of the date listed below, the entity listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58.

The undersigned hereby certifies that he or she is authorized by the entity listed above to make the foregoing statement.

Signature Date

Printed Name Title

Notes to persons signing this form:

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina Local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

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City of Greenville, North Carolina

Meeting Date: 8/18/2016
Time: 6:00 PM

Title of Item: Resolution requesting the Greenville Urban Area Metropolitan Planning Organization (MPO) to modify the Comprehensive Transportation Plan (CTP) Highway Map

Explanation: **Abstract:** The Comprehensive Transportation Plan (CTP) is a long-term vision of recommended transportation improvements intended for an entire MPO planning area. It does not have a specific timeline, cost, or funding source. The plan is a living document that provides for inter-jurisdictional cooperation and planning. The CTP plan replaces what was previously known as the Thoroughfare Plan. City staff has proposed changes to the CTP and recommends that City Council request the Greenville Urban Area Metropolitan Planning Organization (MPO) to modify the map.

Explanation: The purpose of this requested action is to remodify the Comprehensive Transportation Plan (CTP) Highway Map to include proposed changes to the alignment and/or classification of eight roadways within the planning area. The original concept of some alignments become impractical or obsolete due to the manner in which development has occurred, so a change or addition to a proposed alignment is warranted. Proposed changes to the CTP are vetted through the MPO's municipal/county government then to the MPO and, as a final step, forwarded to the NCDOT Board of Transportation for final approval and adoption of the revised Comprehensive Transportation Plan (CTP) Highway Map.

All roadway segments on the CTP Highway Map are identified as one of three classifications: a) existing, b) needs improvement, and c) recommended. City staff has proposed the following changes to the CTP and recommends City Council request the Greenville Urban Area Metropolitan Planning Organization (MPO) to modify the map as follows:

1. Re-align the WH Smith extension to connect with NC 11 (S. Memorial Drive) at the Glenwood Avenue intersection. Maintain classification of "recommended".
2. Reclassify segments of Arlington Boulevard as "existing" to "needs

- improvement”: (a) From W. 5th Street to Stantonsburg Road; (b) From Greenville Blvd to Firetower Road.
3. Extend Thomas Langston Road from its current terminus at Davenport Farm Road to Forlines Road. Classify as “recommended”.
 4. Reclassify Regency Boulevard (Between NC11 and Evans Street) from “recommended” to “needs improvement”.
 5. Reclassify NC43 between Greenville Boulevard and Firetower Road from “existing” to “needs improvement”.
 6. Re-align Firetower Road extension project (from NC11 to SW Bypass) so that the new location section generally follows either the Reedy Branch and Forlines Road alignment or the Davenport Farm Road alignment depending on environmental analysis. Maintain current classification of “recommended” and “needs improvement” as appropriate.
 7. Reclassify Evans Street between Greenville Boulevard and 10th Street from “existing” to “needs improvement”.
 8. Reclassify NC33 from Greenville Boulevard to Portertown Road from “existing” to “needs improvement”.

Description and History of Overall Plan and Individual Projects:

Item no. 1 is to consider the realignment of the W.H. Smith Boulevard extension. This alignment first appeared on the City’s 1990 thoroughfare plan as a proposed minor thoroughfare from Stantonsburg Road to Arlington Boulevard. The 2004 Thoroughfare Plan indicates the section between Stantonsburg Road and Dickinson Avenue as existing and the segment between Dickinson Avenue and Arlington Boulevard as proposed. This alignment is what is currently shown in the CTP Highway Map (see Exhibits A & B).

The future alignment as currently shown on the CTP does not meet the future needs of our roadway system so staff studied alternatives to that alignment to provide better traffic flow and connectivity. To that end, a detailed analysis was completed and is attached as Exhibit C, “Traffic Analysis”. The study is summarized as follows:

The extension of WH Smith and potential connection to Arlington Boulevard or Memorial Drive would have future traffic reducing benefits on the roadways contained in this analysis and defined within the sphere of influence of the extended roadway. Without the extension and connection, four out of the six links analyzed in this brief will be near or over capacity in the year 2040. An alternative route was studied to change the alignment to connect with South Memorial Drive at Glenwood Avenue (Alternative B). If either connection is made, both alternatives have the ability to reduce volumes throughout the bordering roadway network. Therefore, the W.H. Smith connection is considered a vital link in preserving and maintaining future capacity levels to the greatest extent possible providing for a “reserve capacity” in surrounding roadways that does not exist in the “no-build” scenario.

An aerial depicting the potential alternative routes is provided in Exhibit C Traffic Analysis, Attachment 2. Comparing the two alternatives, Alternative B

(connection to Memorial) is recommended as the preferred connection alternative. The reasons for this are as follows:

- Either alternative will most likely require a traffic signal to be installed at the ultimate connection point (to Arlington Boulevard or Memorial Drive). Optimal spacing of this signal to adjacent signals along each corridor is better provided by a connection to Memorial Drive.
- Memorial Drive has a higher traffic volume capacity than Arlington Boulevard. The volumes directed to Memorial Drive under Alternative B can be accommodated more readily than volumes directed to Arlington Boulevard (Alternative A).
- The Southwest Bypass will reduce traffic volumes along Memorial thus increasing its capacity potential in the future.
- The Southwest Bypass will create an alternative north/south corridor for such use in the future. Alternative A provides a similar north/south option for traffic which will be less important once the Southwest Bypass is implemented. Alternative B provides optional and preferable east/west connectivity.
- The probable route of Alternative B can provide a connection to Memorial Drive opposite Glenwood Avenue. This will convert this existing 3-way “T” intersection to a 4-way intersection controlled by a traffic signal. The signal will provide protected access to Memorial Drive for residents living along Glenwood Avenue, and those with direct access to Glenwood Avenue.

Items No. 2, 4, 5, 7 and 8 are reclassifications of their current status which in all cases provides for the ability to recognize these roadway segments for future improvements as the city grows.

Item No. 3 is a recommendation to extend Thomas Langston Road from its current terminus at Davenport Farm Road to Forlines Road to improve connectivity.

Item No. 6 is a request to change the alignment of the Firetower Road extension project (from NC11 to SW Bypass) so that the new location section generally follows either the Reedy Branch and Forlines Road alignment or the Davenport Farm Road alignment. The current alignment is shown through a school site so the change is necessary to avoid that area when the future project is funded.

A resolution is attached to request the MPO to modify the Comprehensive Transportation Plan (CTP) Highway Map.

Fiscal Note:

There are no costs associated with requesting that the MPO make these changes to their CTP map other than City staff time.

Recommendation:

City Council approve the resolution to request the MPO to modify the

Comprehensive Transportation Plan (CTP) Highway Map.

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

Attachments / click to download

- [CTP Backup](#)
 - [CTP Insert](#)
 - [WH Smith Traffic Impacts](#)
 - [Greenville Council resolution request MPO modify CTP Highway Map 1033924](#)
-

RESOLUTION NO. _____
MODIFICATION OF THE COMPREHENSIVE TRANSPORTATION PLAN HIGHWAY MAP

WHEREAS, the Greenville Urban Area Metropolitan Planning Organization (GUAMPO) and the North Carolina Department of Transportation (NCDOT) actively worked to develop the Comprehensive Transportation Plan Highway Map.

WHEREAS, it is recognized that the highway map is but one element towards the development of a Comprehensive Transportation Plan (CTP) that will entail other modes of transportation when completed; and

WHEREAS, development of a Comprehensive Transportation Plan is directed by North Carolina General Statutes (NCGS) 136-66.2; and

WHEREAS, the purpose of the CTP is to document present and future transportation needs and the proposed solutions to meet those needs and act as an update to the Thoroughfare Plan; and

WHEREAS, the CTP Highway Map may be used by local officials to plan for transportation facilities that reflect the needs of the public while minimizing disruptions to local residents, businesses, and the environment; and

WHEREAS, a CTP Highway Map mutually adopted by the NCDOT Board of Transportation and GUAMPO will aid the region and State in making transportation decisions affecting the economic climate and quality of life within the Greenville Urbanized Area; and

WHEREAS, the Highway Map of the Comprehensive Transportation Plan was last adopted by the Board of Transportation on July 9, 2009, and October 3, 2011; and

WHEREAS, a public hearing was held at the City of Greenville's August City Council, at their August 18, 2016 meeting formally requested that the MPO modify the CTP Highway Map; and

NOW, THEREFORE, BE IT RESOLVED that the City of Greenville formally request the Greenville Urban Area MPO that it modify the Highway Map of the Comprehensive Transportation Plan, dated October 3, 2011 as follows:

1. Re-align the WH Smith extension to connect with Memorial Drive, at the Glenwood Dr. intersection. Maintain classification of "recommended".
2. Reclassify segments of Arlington Boulevard as "existing" to "needs improvement"
 - a. From W. 5th St to Stantonsburg Road
 - b. From Greenville Blvd to Firetower Road
3. Extend Thomas Langston Road from its current terminus at Davenport Farm Road to Forlines Road. Classify as "recommended".
4. Reclassify Regency Blvd (Between NC11 and Evans St) from "recommended" to "needs improvement".
5. Reclassify NC43 between Greenville Blvd and Firetower Rd from "existing" to "needs improvement"

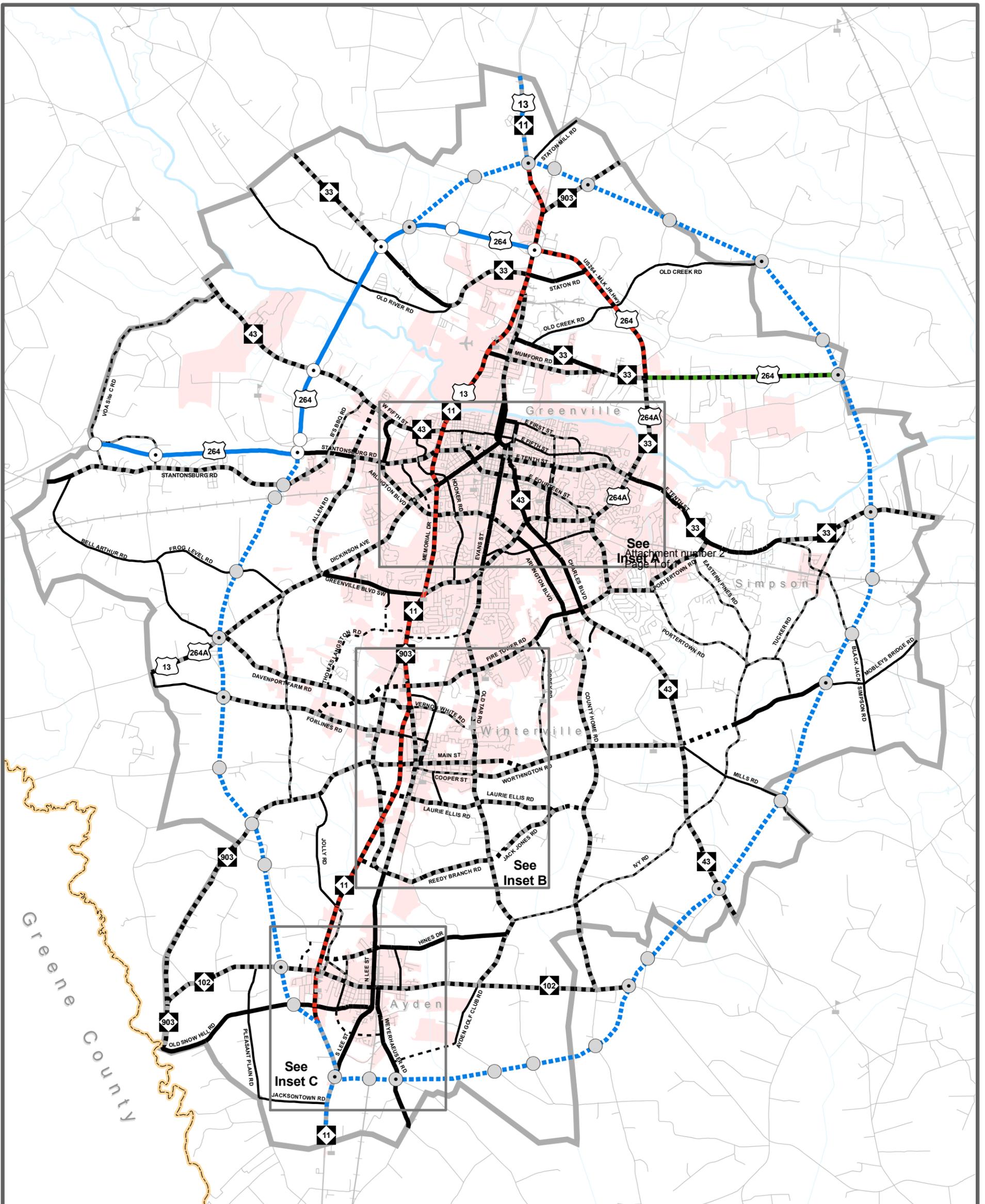
6. Re-align Firetower Rd extension project (from NC11 to SW Bypass) so that the new location section generally follows either the Reedy Branch and Forlines Road alignment or the Davenport Farm Rd alignment, depending on environmental analysis. Maintain current classification of “recommended” and “needs improvement” as appropriate.
7. Reclassify Evans St between Greenville Blvd and 10th St from “existing” to “needs improvement”.
8. Reclassify NC33 from Greenville Blvd to Portertown from “existing” to “needs improvement”

Thursday, August 18, 2016

Allen M. Thomas, Mayor

ATTEST:

Carol L. Barwick, City Clerk



Freeways

- Existing
- Needs Improvement
- Recommended

Expressways

- Existing
- Needs Improvement
- Recommended

Boulevards

- Existing
- Needs Improvement
- Recommended

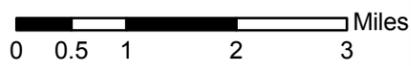
Other Major Thoroughfares

- Existing
- Needs Improvement
- Recommended

Minor Thoroughfares

- Existing
- Needs Improvement
- Recommended

- Existing Interchange
- Proposed Interchange
- Existing Grade Separation
- Proposed Grade Separation



Sheet 2 of 5

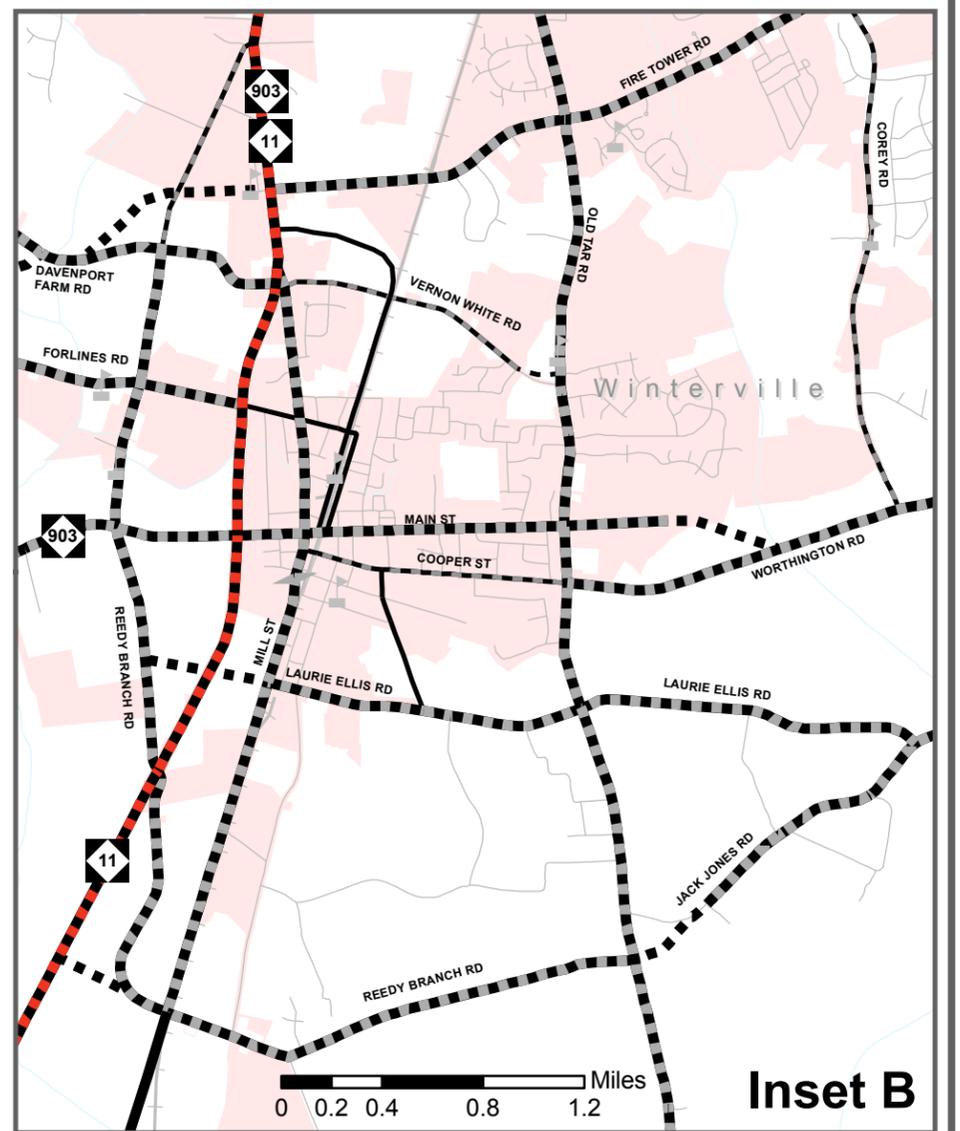
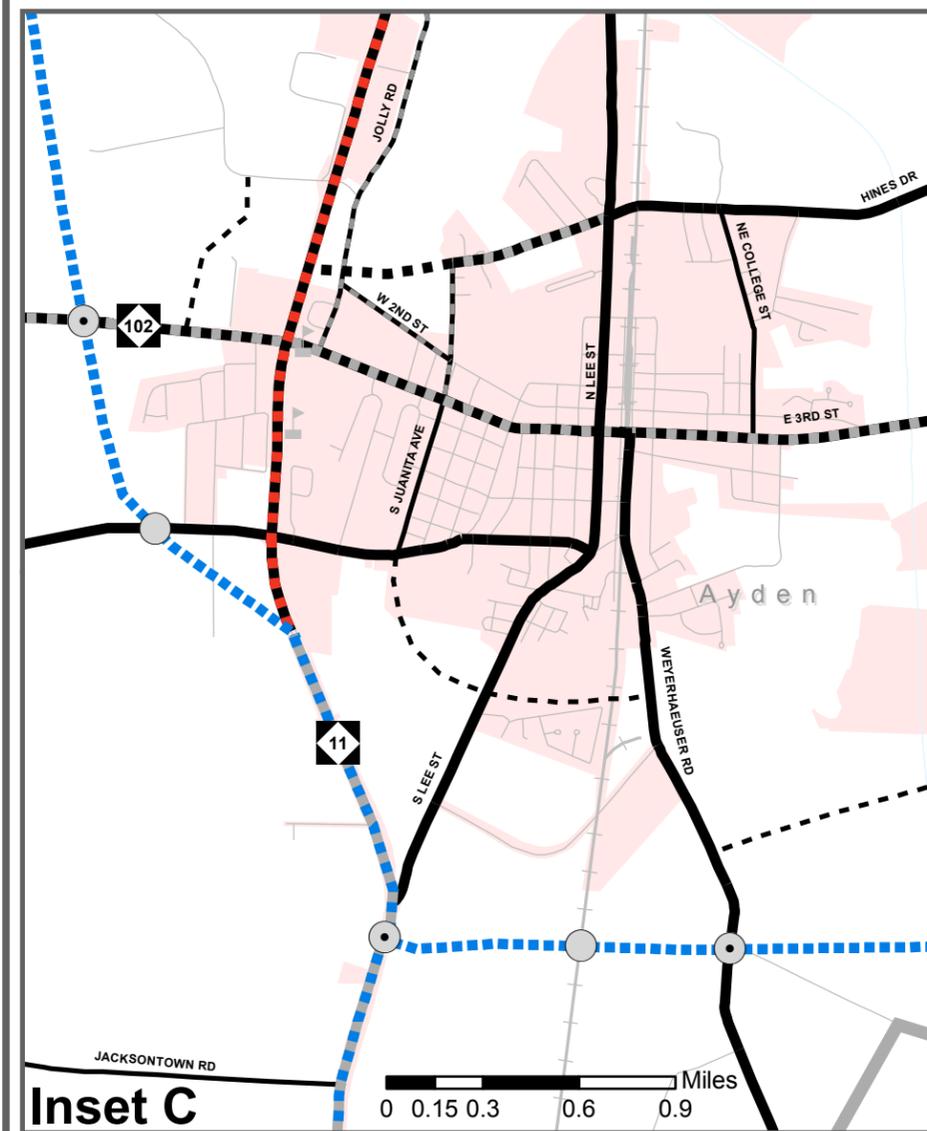
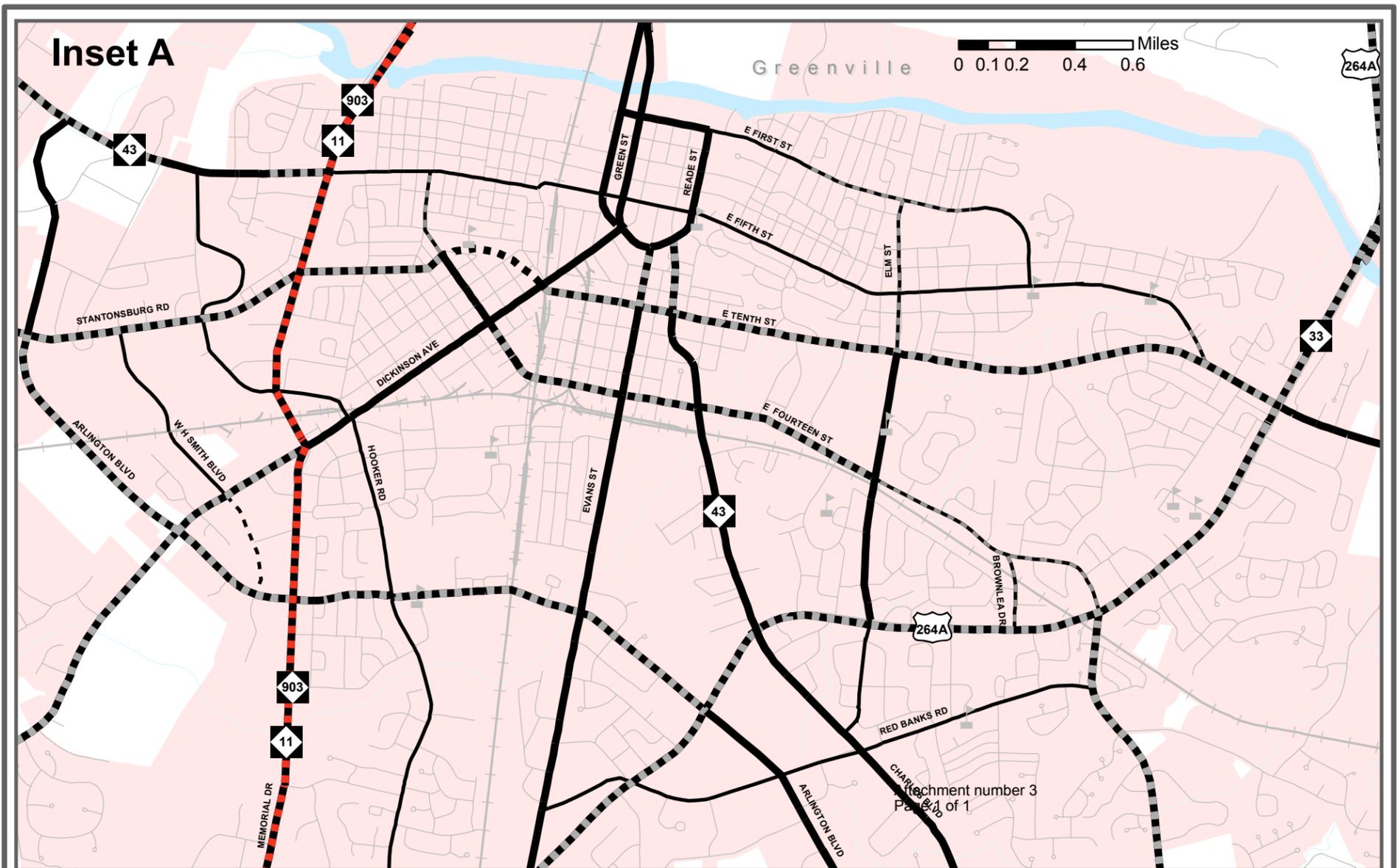
Base map date: 7/29/2008

Refer to CTP document for more details

Greenville Urban Area MPO

Highway Map North Carolina Comprehensive Transportation Plan

Plan date: October 3, 2011



<p>Freeways</p> <ul style="list-style-type: none"> Existing Needs Improvement Recommended <p>Expressways</p> <ul style="list-style-type: none"> Existing Needs Improvement Recommended <p>Boulevards</p> <ul style="list-style-type: none"> Existing Needs Improvement Recommended 	<p>Other Major Thoroughfares</p> <ul style="list-style-type: none"> Existing Needs Improvement Recommended <p>Minor Thoroughfares</p> <ul style="list-style-type: none"> Existing Needs Improvement Recommended <p>Interchanges and Grade Separations</p> <ul style="list-style-type: none"> Existing Interchange Proposed Interchange Existing Grade Separation Proposed Grade Separation
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Insets A, B, and C

Sheet 2A of 5
Base map date: 7/29/2008

Refer to CTP document for more details

**Greenville
Urban Area MPO**

Highway Map
North Carolina
**Comprehensive
Transportation Plan**
Plan date: October 3, 2011

TRAFFIC ANALYSIS: W.H. SMITH BOULEVARD EXTENSION

The following section defines the potential traffic impacts that can be expected, if the extension and connection of W.H. Smith Boulevard is made. Specifically, W.H. Smith will be extended further south (from Dickinson Ave.) to an ultimate connection with Arlington Boulevard, west of Memorial Drive as the primary alternative considered (Alternate A) or to Memorial Drive, north of Arlington Boulevard as a secondary alternative (Alternate B).

Surrounding Roadway Network

To identify these impacts, an overall assessment area, or “area of influence” has been defined having a northern limit of Dickinson Avenue, an eastern limit of Memorial Drive and a southern and western limit of Arlington Boulevard. The defined and probable affected links include:

- Dickinson Avenue: from Arlington Boulevard to Memorial Drive;
- Arlington Boulevard: from Dickinson Avenue to Memorial Drive;
- Memorial Drive: Dickinson Avenue to Arlington Boulevard.

The Greenville Urban Area MPO generated analysis models that illustrate the Average Daily Traffic (ADT) volumes for each of the defined links within the prescribed area of influence. Each link of the models list the following: a base year (2006) traffic volume, an Alternative A (2040) traffic volume, an Alternative B (2040) traffic volume and a No-Build (2040) traffic volume, as further defined below:

- Base year (2006): assumed to be existing conditions for this analysis;
- Alternative A (2040): future year effects with an Alternate A connection in place;
- Alternative B (2040): future year effects with an Alternate B connection in place;
- No-Build (2040): future year effects if no connection is made (do nothing).

Effects of Proposed Extension and Connection

The proposed W.H. Smith extension with ultimate connection to Arlington Boulevard (or Memorial Drive) would provide an alternative relief to the existing roadways with the sphere of influence studied. The provision of such a connection will contribute to the following:

- Incremental effects on traffic operations within the surrounding roadway network;
- These effects will be positive or negative, depending on the roadway links considered, and Alternative connection assumed;
- Provides a secondary north to south connection from Dickinson Avenue to Arlington Boulevard (Alternative A), or a secondary west to east connection from Dickinson Avenue to Memorial Drive (Alternative B);
- Provides for a secondary north to south, or west to east “relief” corridor, if the surrounding network becomes oversaturated;

- Provides for a secondary north to south, or west to east “relief” corridor to accommodate incident management needs as they may arise in the surrounding network.

Interpretation of Operational Results

Base Volume and Future Volume Comparison (No-Build)

The following narrative describes the review and interpretation of the results shown in Table 1 (attachment). The comparison illustrated in this table is simply the difference between the existing traffic condition and the future projected traffic condition, if the primary connection proposed is not made; in other words, a “no-build” condition.

As shown on Attachment 1 in Table 1, the following increases in volumes are expected along the segmental links, if the W. H. Smith connection is not made:

- Dickinson Avenue (Arlington Blvd. to WH Smith Blvd.): +59%
- Dickinson Avenue (W.H. Smith Blvd. to Memorial Dr.): +28%
- Arlington Boulevard (Dickinson Ave. to Alt. A): +49%
- Arlington Boulevard (Alt. A to Memorial Dr.): +52%
- Memorial Drive (Arlington Blvd. to Alt. B): +23%
- Memorial Drive (Alt. B to Dickinson Ave.): +17%

In summary, the new links created by the extension and connection of Alternative A (or Alternate B) will experience a growth in traffic volumes from 17% to 59%, dependent on their location within the study area. From a systemic view, the increase in traffic would average 38%.

Future Volume & Capacity Comparison

The following narrative describes the review and interpretation of the results shown in Table 2. The comparisons illustrated in this table represent the projected volume difference that can be expected with a future connection in place, as well as the relationship of potential capacity to that volume change. That relationship, the volume to capacity (V/C) ratio, is an indicator of how well the link will operate and handle the projected future volumes.

A “negative” volume difference within a roadway link represents a decrease in volume, while a “positive” volume difference represents an increase in volume. Naturally, a relationship exists whereas the volumes decrease, the capacities increase (and vice versa). It is important to clarify that the differences in volumes reflected in the tables represent traffic volumes over a 24 hour period (average daily traffic). Impacts within the peak hour of the day (generally PM) can be approximated by applying a 10% factor to the ADT’s listed.

Volume to capacity (V/C) ratios were calculated for the previously defined links for the future no-build and future build conditions, for both alternatives (Alt. A and Alt. B). In these scenarios,

capacity of a roadway is defined as 1.0, so a volume to capacity ratio of 0.50 or .75 respectively represent a facility operating at 50% or 75% of its potential capacity. When a link is approaching 90% of its capacity ($V/C = 0.90$), it is generally time to consider ways to increase the capacity of that link.

As shown on Attachment 1 in Table 2, four out of the six links will be at or over or near capacity in the year 2040 if the W.H. Smith connection is not made. Whereas, if either connection is made (Alt. A or Alt. B), most of the link deficiencies can be resolved. This demonstrates that the W.H. Smith connection is providing for a “reserve capacity” within the system that does not exist in the “no-build” scenario.

Comparison of Alternative A to Alternative B

When comparing Alternative A with Alternative B (Table 2) it appears each of the alternatives provide comparable results as far as providing a better overall level of operating service, as compared to the no-build option. However, the connection point to Arlington Boulevard (Alternative) may be more difficult to implement (along Arlington) since either of the proposed connection points will likely require a three-color traffic signal to control access to and from the extension. Another way of saying this; it is more practical to add another signal along Memorial, rather than Arlington, given the difference between the types of corridors.

Summary and Conclusion

The extension of WH Smith and potential connection to Arlington Boulevard or Memorial Drive would have future traffic reducing benefits on the roadways contained in this analysis and defined within the sphere of influence of the extended roadway. Without the extension and connection, four out of the six links analyzed in this brief will be near or over capacity in the year 2040. Whereas, if either connection is made (Alt. A or Alt. B), both alternatives have the ability to reduce volumes throughout the bordering roadway network. Therefore, the W.H. Smith connection is considered a vital link in preserving and maintaining future capacity levels, to the greatest extent possible providing for a “reserve capacity” in surrounding roadways that does not exist in the “no-build” scenario.

An aerial depicting the potential alternative routes is provided in Attachment 2. Comparing the two alternatives, Alternative B (connection to Memorial) is recommended as the preferred connection alternative. The reasons for this are as follows:

- Either alternative will most likely require a traffic signal to be installed at the ultimate connection point (to Arlington or Memorial). Optimal spacing of this signal to adjacent signals along each corridor is better provided by a connection to Memorial.

- Memorial Drive has a higher traffic volume capacity than Arlington Boulevard. The volumes directed to Memorial under Alternative B can be accommodated more readily than volumes directed to Arlington (Alternative A).
- The Southwest Bypass will reduce traffic volumes along Memorial, thus increasing its capacity potential in the future.
- The Southwest Bypass will create an alternative north/south corridor for such use in the future. Alternative A provides a similar north/south option for traffic, which will be less important once the Southwest Bypass is implemented. Alternative B provides optional and preferable east/west connectivity.
- The probable route of Alternative B can provide a connection to Memorial opposite Glenwood Avenue. This will convert this existing 3-way “T” intersection to a 4-way intersection controlled by a traffic signal. The signal will provide protected access to Memorial Drive for residents living along Glenwood, and those with direct access to Glenwood.

ATTACHMENT 1

Table 1

BASE VOLUME & FUTURE VOLUME COMPARISON

Roadway	Link	Base Volume (2006) No-Build	Future Volume (2040) No-Build	Volume Difference	% Difference
Dickinson Ave	Arlington Blvd - WH Smith Blvd	14752	23444	8692	58.9%
Dickinson Ave	WH Smith Blvd - Memorial Dr	12374	15809	3435	27.8%
Arlington Blvd	Dickinson Ave - Alt. A	25051	37345	12294	49.1%
Arlington Blvd	Alt. A - Memorial Dr	26151	39799	13648	52.2%
Memorial Dr	Arlington Blvd - Alt B	20482	25218	4736	23.1%
Memorial Dr	Alt B - Dickinson Ave	20482	23881	3399	16.6%

Table 2

2040 VOLUME & CAPACITY COMPARISON

Roadway	Link	Alternate A						
		Future Volume (2040) No-Build	Future Volume (2040) Build	Volume Difference	% Difference	Capacity	V/C Ratio No-Build	V/C Ratio Build
Dickinson Ave	Arlington Blvd - WH Smith Blvd	23444	15676	-7768	-33.1%	26700	0.88	0.59
Dickinson Ave	WH Smith Blvd - Memorial Dr	15809	15731	-78	-0.5%	26700	0.59	0.59
Arlington Blvd	Dickinson Ave - Alt. A	37345	29657	-7688	-20.6%	29000	1.29	1.02
Arlington Blvd	Alt. A - Memorial Dr	39799	44199	4400	11.1%	29000	1.37	1.52
Memorial Dr	Arlington Blvd - Alt B	25218	22917	-2301	-9.1%	29000	0.87	0.79
Memorial Dr	Alt B - Dickinson Ave	23881	21465	-2416	-10.1%	29000	0.82	0.74
Roadway	Link	Alternate B						
		Future Volume (2040) No-Build	Future Volume (2040) Build	Volume Difference	% Difference	Capacity	V/C Ratio No Build	V/C Ratio Build
Dickinson Ave	Arlington Blvd - WH Smith Blvd	23444	17013	-6431	-27.4%	26700	0.88	0.64
Dickinson Ave	WH Smith Blvd - Memorial Dr	15809	15479	-330	-2.1%	26700	0.59	0.58
Arlington Blvd	Dickinson Ave - Alt. A	37345	31953	-5392	-14.4%	29000	1.29	1.10
Arlington Blvd	Alt. A - Memorial Dr	39799	33556	-6243	-15.7%	29000	1.37	1.16
Memorial Dr	Arlington Blvd - Alt B	25218	31392	6174	24.5%	29000	0.87	1.08
Memorial Dr	Alt B - Dickinson Ave	23881	19819	-4062	-17.0%	29000	0.82	0.68

ATTACHMENT 2





City of Greenville, North Carolina

Meeting Date: 8/18/2016
Time: 6:00 PM

Title of Item: Presentation on Citywide Streetlight Conversion to LED and Relationship to Crime Statistics

Explanation: **Abstract:** This presentation provides information on the status of conversion of city streetlights to LED and its relationship to crime statistics. Areas of concern are noted within the presentation as well as fiscal impacts of converting existing light levels to LED.

Explanation: The City of Greenville, in conjunction with Greenville Utilities, is working to convert existing streetlights to LED to improve lighting and reduce pedestrian and vehicle conflicts. The presentation will detail the City of Greenville's and Greenville Utilities Commission's responsibilities, as well as identify high-priority locations as set forth by the Crime Reduction Initiative Area (CRIA).

The Police Department and Public Works Department have worked to develop a program that balances the needs for lighting improvements related to CRIAs and a reduction in pedestrian and traffic conflicts.

The presentation will provide City Council information and a plan for funding in the 2016-17 fiscal year budget of the following:

1. A history of street lighting improvements since 2013.
2. The costs associated with LED street light conversion costs, capital costs, operating costs, and related expenses.
3. CRIA hot spots where LED street lights have recently been installed and the dramatic improvements that have resulted.
4. New CRIAs proposed for street light conversion to LED lighting that will aid in the reduction of crime.
5. Areas proposed for new street light installation to improve pedestrian safety leading to the reduction of pedestrian and vehicular crashes.

Fiscal Note: Both long-term and fiscal impacts to the streetlight Capital and Operating budget

will be addressed in the presentation.

Recommendation: Receive as information the presentation on Citywide Streetlight Conversion to LED and Relationship to Crime Statistics

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City of Greenville, North Carolina

Meeting Date: 8/18/2016
Time: 6:00 PM

Title of Item: Update on Intersection Pedestrian Safety Improvements

Explanation: In an effort to continually address pedestrian safety in the city, Engineering Division staff is proceeding with improvements to several intersections. Fifteen (15) intersections have been identified for improvements in this fiscal year's budget.

Fiscal Note: No additional expenses are associated with the request.

Recommendation: Receive the report on planned intersection safety improvements.

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City of Greenville, North Carolina

Meeting Date: 8/18/2016
Time: 6:00 PM

Title of Item: Discussion of pedestrian safety

Explanation: Council Member McLean Godley requested that an item be added to the August agenda to discuss pedestrian safety.

Fiscal Note: No direct cost to discuss the issue.

Recommendation: Discuss pedestrian safety as requested by Council Member Godley.

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City of Greenville, North Carolina

Meeting Date: 8/18/2016
Time: 6:00 PM

Title of Item: Discussion of Vision Zero Resolution

Explanation: Council Member Calvin Mercer requested an item be added to the August City Council agenda to discuss the Vision Zero resolution recently adopted by the Public Transportation and Parking Commission. A copy of the resolution is attached.

Fiscal Note: No direct cost to discuss the issue.

Recommendation: Discuss the issue as requested by Council Member Mercer.

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[Vision Zero Resolution](#)

**City of Greenville, North Carolina
Public Transportation and Parking Commission**

A Resolution In Support Of A Vision Zero Policy to Eliminate Pedestrian Deaths

WHEREAS, as of June 1, 2016 five pedestrians have been hit and killed by a vehicle in Pitt County this year, and 14 fatalities have been recorded in the last 17 months¹; and

WHEREAS, of North Carolina's 100 counties, Pitt County's motor vehicle collision rate was identified in 2014 as the highest;² and

WHEREAS, of the 83 cities in North Carolina with populations over 10,000 people, Greenville's motor vehicle collision rate was identified in 2014 as the tenth-highest;³ and

WHEREAS, without significant changes to Greenville's transportation network, these hazards are likely to increase as the area's population increases; and

WHEREAS, previous engineering standards and principles used in the City of Greenville's street designs have not produced an adequate standard of safety or utility for all users, and local citizens will benefit from increased multi-modal transportation safety education; and

WHEREAS, in recent years other American cities including New York, Chicago, Los Angeles, Portland, Austin, and Santa Barbara have made Vision Zero commitments aimed at eliminating traffic deaths by a specified target date;⁴ and

WHEREAS, the North Carolina Executive Committee for Highway Safety, comprising top-level agency and department heads from the NC Department of Transportation and other state and local agencies, has issued a Vision Zero resolution for the state of North Carolina as well;⁵ now

THEREFORE, be it resolved by the Public Transportation and Parking Commission that, in order to provide citizens with safe and genuinely useful choices in all modes of transportation, the Greenville City Council is encouraged to endorse pedestrian safety as an immediate priority by:

1. Instructing city staff to produce a binding commitment to a Vision Zero program; and
2. Reducing the annual rate of pedestrian fatalities to zero by the year 2026.

Resolved this day, the 15th of June 2016.



Charles Moore, Commission Chairman



Brian Farkas, Commission Vice Chairman and Resolution Primary Sponsor

Commissioners
Warren Daniels
Jessica Faison
William Russ
David Schwartz
Bianca Shoneman

¹ "Two pedestrians struck; one killed." *The Daily Reflector*, May 30, 2016. <http://www.reflector.com/Crime-and-Rescue/2016/05/30/Two-pedestrians-struck-in-separate-incidents-one-killed.html>.

² *North Carolina 2014 Crash Facts*, 112.

³ *North Carolina 2014 Crash Facts*, 140.

⁴ "What is Vision Zero?" *Vision Zero Network*. <http://visionzeronetwork.org/what-is-vision-zero/>

⁵ "Resolution for the Adoption of a Vision Zero Initiative for the State of North Carolina." *North Carolina Department of Transportation*.

<https://connect.ncdot.gov/groups/echs/Documents/2015/Vision%20Zero%20Resolution.pdf>



City of Greenville, North Carolina

Meeting Date: 8/18/2016
Time: 6:00 PM

Title of Item: Discussion of Town Common Schematic Plan

Explanation: Council Member McLean Godley requested an item be added to the agenda to discuss the Town Common Schematic Plan (including Sycamore Hill).

Fiscal Note: No direct cost to discuss the plan.

Recommendation: Discuss the Town Common Schematic Plan as requested by Council Member Godley.

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City of Greenville, North Carolina

Meeting Date: 8/18/2016
Time: 6:00 PM

Title of Item: Discussion of Keep Greenville Beautiful

Explanation: Mayor Allen Thomas requested an item be placed on the August City Council agenda to discuss the Keep Greenville Beautiful program on litter pick-up and beautification of Greenville.

Fiscal Note: No direct cost for discussion of this item

Recommendation: Discuss the issue as requested by Mayor Thomas

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City of Greenville, North Carolina

Meeting Date: 8/18/2016
Time: 6:00 PM

Title of Item: Update on Fire station in Fire Tower Road area

Explanation: Mayor Allen Thomas requested an item be placed on the August City Council agenda for a progress update on locating a fire station in the Fire Tower Road area.

Fiscal Note: No direct cost to discuss this issue.

Recommendation: Discuss the issue as requested by Mayor Thomas

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City of Greenville, North Carolina

Meeting Date: 8/18/2016
Time: 6:00 PM

Title of Item: Update on summer work program

Explanation: Mayor Allen Thomas requested an item for added to the August City Council agenda for an update on the summer work program.

Fiscal Note: No direct cost to discuss the issue.

Recommendation: Discuss the summer work program as requested by Mayor Thomas.

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